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CONDOMINIUM 1/68

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GREENWOOD FLATS CONDOMINIUMS

Dallas, Dallas County, Texas

Declarant:

Stillwater Seville McCommas, LP, a Texas limited partnership

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREENWOOD FLATS CONDOMINIUMS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREENWOOD FLATS CONDOMINIUMS (the "Declaration"), made on the date hereinafter set forth, by STILLWATER SEVILLE MCCOMMAS, LP, a Texas limited partnership (the "Declarant"), is made with reference to the following facts:

A. Declarant is the owner of certain improved real property located in the City of Dallas, County of Dallas, State of Texas, as more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference (the "Property").

B. Declarant desires to establish a condominium regime as to the Property under Chapter 82 of the Texas Property Code also known as the Texas Uniform Condominium Act (the "Act") and Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of each Condominium or Unit (each hereinafter defined), inclusive of the appurtenant Common Interest (hereinafter defined) in the Common Elements (hereinafter defined). Each Condominium or Unit shall have appurtenant to it a membership in GREENWOOD FLATS CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation (the "Association").

C. Declarant does, by this Declaration, impose upon the Property mutually beneficial restrictions under a general plan of improvements for the benefit of all of said Condominiums and the Owners (hereinafter defined) thereof.

NOW, THEREFORE, Declarant does hereby establish a condominium regime under the Act and hereby declares that the Condominiums herein described shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project (hereinafter defined) and every part thereof, and all of such limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant, its successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project:

**ARTICLE I
DEFINITIONS**

1.1. "Articles" shall mean and refer to the Certificate of Formation of the Association, as amended from time to time.

1.2. "Assessment" shall mean the assessment made and levied against each Owner and his, her or its Unit for that portion of the cost of maintaining, improving, repairing, operating and managing the Project and for repair, maintenance and operation of the Common Elements, including

reserves for replacements, which is to be paid by each Owner as determined by the Association in accordance with this Declaration and the Bylaws (hereinafter defined). Assessments shall be allocated among the Units as provided in Article IV.

1.3. "Association" shall mean and refer to GREENWOOD FLATS CONDOMINIUM ASSOCIATION, INC., a non-profit corporation organized pursuant to the Texas Business Organizations Code, its successors and assigns, of which the Owners shall all be Members (hereinafter defined).

1.4. "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

1.5. "Building" shall mean a structure presently erected or being erected on the Property containing two (2) or more Units.

1.6. "Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time.

1.7. "Common Elements" shall mean and refer to both the General Common Elements (hereinafter defined) and Limited Common Elements (hereinafter defined) described herein.

1.8. "Common Expenses" means and includes:

1.8.1. All sums lawfully assessed with respect to the Common Elements by the Board;

1.8.2. Expenses of administration and management, maintenance, repair or replacement of the Common Elements, as provided herein, including a reasonable reserve for such purposes;

1.8.3. Expenses agreed upon as Common Expenses by the Owners in accordance with the Bylaws; and

1.8.4. All sums designated as Common Expenses by or pursuant to the documents relating to the Project or the Association and pursuant to the Act.

1.9. "Common Interest" means the proportionate undivided interest in the Common Elements which is appurtenant to each Unit as set forth in this Declaration and shall have the same meaning as "allocated interest" in the Act. The initial Common Interests and the formula for devising same are shown on Exhibits B-1 and C-1.

1.10. "Condominium," "Condominium Unit" or "Unit" shall mean each physical portion of the Project designated for separate ownership or occupancy, the boundaries of which are described by this Declaration, including, without limitation, Section 2.1.1, hereof, together with the applicable Common Interest.

1.11. "Declarant" shall mean and refer to Stillwater Seville McCommas, LP, a Texas limited partnership, and its successors-in-interest and assigns, provided i) such successors or assigns are designated in writing by Declarant (or any successor or assign) as a successor or assign of the rights of Declarant hereunder, and ii) any such succession or assignment is approved in writing by **LegacyTexas Bank**, a national banking association (the "Bank") during such period of time that a deed of trust securing any loan from Bank to Declarant or Declarant's successors or assigns encumbers all or any portion of the Project (the "Bank Lien Period").

1.12. "Declarant Control Period" means that period of time during which Declarant controls the operation and management of the Association, pursuant to Appendix "A" of this Declaration. The duration of Declarant Control Period terminates not later than one hundred and twenty (120) days after title to seventy-five percent (75%) of the maximum Units that may be created hereunder have been conveyed to Owners other than Declarant. Notwithstanding anything herein to the contrary, the maximum number of Units that may be created hereunder shall be deemed to be all Units that may be created pursuant to Section A.3.2 of Appendix "A".

1.13. "Declaration" shall mean and refer to this enabling Declaration.

1.14. "General Common Elements" shall mean and include:

1.14.1. The land in the condominium regime as more particularly described on Exhibit A-1 attached hereto.

1.14.2. To the extent not otherwise designated as Limited Common Elements or Units, the foundations, common dividing walls between two (2) or more Units or between Units and Common Elements, exterior walls, bearing walls and columns (including any windows, doors and chimneys therein, but excluding any appliances partially recessed therein), girders, beams, slabs, supports, roofs, hallways, attics, ceilings and floors, perimeter fences, or thoroughfares such as stairways, entrances, exits or communication ways.

1.14.3. The grounds, yards, gardens, managerial offices, parking areas (aside from parking spaces), driveways, fences, unassigned storage areas, streets, service drives, walks, service easements, recreational common facilities, roof deck, central mail stations, and areas used for storage of maintenance and janitorial equipment and materials, if any.

1.14.4. The installations consisting of the equipment and materials making up central services such as power, electricity, elevators, water, sewer, television, or similar utility service, trash, maintenance, and similar fixtures, apparatus, installations and facilities, which are intended to serve more than one (1) Unit.

1.14.5. All other structures, facilities, equipment, and property located on the Project necessary or convenient to its existence, maintenance, operation and safety, or normally in common use.

1.14.6. All other items not described as a Unit or a Limited Common Element.

1.14.7. All repairs, replacements and additions to any of the foregoing.

1.15. "Institutional Lender" shall mean (a) the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, VA, FHA, or other similar government agency; (b) any bank, savings and loan association, insurance company, or other similar financial institution; or (c) the Declarant; to the extent any such party (i) takes back and retains a note secured by the lien(s) of one (1) or more recorded Deed(s) of Trust on a Unit covering all or any portion of the Property upon the sale thereof, or (ii) subsequently extends to any Owner financing which is secured by a Deed of Trust on all or any portion of the Property. The term "Institutional Lender" shall also include i) any of Declarant's lender(s) holding a first lien deed of trust on any portion of the Project owned by Declarant, and ii) the Bank during the Bank Lien Period.

1.16. "Limited Common Elements" shall mean those Common Elements reserved for the use of a specified Unit or Units to the exclusion of others, or serving exclusively one or more specified Units, the enjoyment, benefit or use of which is reserved to the lawful occupants of said Unit or Units either in this Declaration, or as indicated on the Plat and/or Plan as same may be amended from time to time, including by way of example, but not limited to:

1.16.1. Balconies indicated on the Plan and being adjacent to and appurtenant to a specified Unit or Units;

1.16.2. The utilities, sewers, power, water, electricity and other common lines running through the walls, ceiling or floor of each Unit and used only to service such Unit;

1.16.3. Such portions of the perimeter walls, floors, ceilings, doors, windows, and all associated fixtures and structures therein, as lie outside the Unit boundaries but that serve only such Unit;

1.16.4. Parking spaces in the underground garage, all of which are assigned to Units.

1.16.5. Any other property described under Section 82.052 of the Act which does not comprise either the General Common Elements or the Units.

1.17. "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.

1.18. "Mortgage" or "Deed of Trust" shall mean a lien interest in a Unit given to a creditor as security for repayment of a loan made to the Unit Owner, said interest to be evidenced by an instrument duly and properly recorded in the Deed of Trust Records of Dallas County, Texas.

1.19. "Mortgagee" shall mean i) the beneficiary or a holder of any first (1st) lien Deed of

Trust or Mortgage, and ii) the Bank, until the expiration of the Bank Lien Period.

1.20. "Owner" or "Owners" shall mean and refer to the record holder or holders of fee simple title of a Unit in the Project, but shall exclude Persons having any interest in a Unit merely as security for the performance of any obligation.

1.21. "Person" shall mean a natural person, a corporation, a partnership, a trustee, or other legal entity.

1.22. "Plat" shall mean the survey of the Property attached hereto as Exhibit B-1 and made a part hereof for all purposes. The Plat, being part of this Declaration, is being recorded as part of this Declaration.

1.23. "Plan" or "Condominium Plan" or "Plans" shall mean and refer to the Plat and the conventional drawings in Exhibit B-1, showing each and every item required to be shown on a Plat or Plan under the Act, including, without limitation, Section 82.059(h) thereof. Said Plans are part of this Declaration.

1.24. "Project" shall mean the Property together with the Buildings and all other structures and improvements erected or situated thereon, and the Common Elements, and all rights and appurtenances thereto.

1.25. "Texas Uniform Condominium Act" or "Act" shall mean Chapter 82 of the Texas Property Code, which permits the creation of condominium regimes, as same has or may be amended or supplemented, and any successor statute.

ARTICLE II

DIVISION OF PROJECT AND CREATION OF PROPERTY RIGHTS

2.1. Division of Project. The Project is hereby divided into the following freehold estates and areas, on the Plat and Plan attached hereto, the Buildings in the Project and the Units located therein are numbered as shown on the Plan.

2.1.1. Units. The boundaries of each Unit shall be and are the interior finished, unpainted surfaces of the perimeter walls, floors and ceilings, and the Unit shall include both the portions of the Building so described, and the airspace so encompassed, excepting Common Elements. Included in each Unit, without limitation, shall be any finishing materials applied or affixed to the interior surfaces of the common exterior walls or interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl wall or floor covering, carpet and tile). Interior trim around windows and doors shall be a part of each Unit and shall not be a part of the Common Elements. The Unit itself does not include the Common Elements described herein, but rather the ownership of a Unit includes (a) the exclusive use of the Limited Common Elements appurtenant thereto, and (b) the ownership of the

applicable Common Interest appurtenant thereto. It is expressly stipulated, and each and every purchaser of a Unit, and such purchaser's heirs, executors, administrators, successors and assigns hereby agree that the square footage, size and dimensions of each Unit, as set out and shown in this Declaration or on the Plat and/or Plan are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent or guarantee that any Unit actually contains the area, square footage or dimensions shown by the Plat and/or Plan thereof. Each purchaser and Owner of a Unit, or interest therein, has had full opportunity and is under a duty to inspect and examine the Unit purchased by him, her or it prior to the purchase thereof, and agrees that the Unit is purchased as actually and physically existing. Each purchaser of a Unit hereby expressly waives any claim or demand which he, she or it may have against the Declarant or other seller of such Unit on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the Plat and/or Plan. Each Unit is subject to such encroachments and protrusions as are contained in each Building, whether the same now exist or may be later caused or created in any manner. In interpreting deeds and the Plat and/or Plan, the then existing physical boundaries of a Unit, whether in its original state or reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in any deed or the Plat and/or Plan, regardless of settling, rising or lateral movement of any Building and regardless of minor variance between boundaries shown on the Plat and/or Plan or deed, and those of any Building.

2.1.2. Common Elements. The remaining portion of the Property, referred to herein as "Common Elements," shall include all of the elements set forth in Section 1.7. hereof. Each Unit Owner shall have as an appurtenance to such Owner's Unit, the applicable Common Interest, being an undivided percentage interest in the Common Elements, based upon the approximate size in square feet of his, her or its Unit in relation to all of the other Units in the Project, as set forth on the Plat and/or Plans. The ownership of each Condominium shall include the appurtenant Common Interest. The Common Interest appurtenant to each Unit is permanent in character and cannot be altered once sold by Declarant without the consent of all the Owners of said Units and the Mortgagees of such Owners as expressed in an amended Declaration, except as provided in Sections 2.4. and 9.5.3.1. hereof. Such Common Interest cannot be separated from the Unit to which it is appurtenant. Each Unit Owner shall have (i) a nonexclusive right to use the General Common Elements in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of any other Owners, including the right of ingress and egress to and from the Unit owned by such Owner, and (ii) the exclusive right to use the Limited Common Elements appurtenant to his, her or its Unit. Notwithstanding the transfer of the ownership of the Common Elements to the Owners as tenants in common, the Declarant shall reserve and hereby reserves unto itself and to the Association or its designated agents an easement over and onto the Common Elements for common driveway purposes, for drainage and encroachment purposes and for ingress to and egress from the Common Elements for the purpose of completing improvements thereon, for the performance of necessary repair work, for

exercise of its Development Rights (defined below in Section 2.5.) and for entry onto the Property. Declarant further reserves unto itself and to the Association or its designated agents the right to establish easements, reservations, exceptions and exclusions consistent with the ownership of the Project and for the best interest of the Owners and the Association in order to serve the entire Project.

2.1.3. Limited Common Elements. The Limited Common Elements shall be identified herein or on the Plat and/or Plan, as amended from time to time, and designated as appurtenant to a particular Unit or Units. The rights of an individual Owner in the Limited Common Elements shall consist of: (1) an exclusive easement to use the utilities and lines described in Section 1.16.2. hereof and the areas described in Section 1.16.1. and Section 1.16.3. hereof; (2) an exclusive easement to use a balcony or patio, if any, adjacent to and appurtenant to the Unit, as shown on the Plat and/or Plan; and (3) an exclusive easement to use such other areas and facilities as may be designated as Limited Common Elements in this Declaration and on the Plat and/or Plan, as same may be amended from time to time.

2.2. No Separate Conveyance of Undivided Interests. The foregoing interests and exclusive easements are hereby established and are to be conveyed only with the respective Units, and cannot be changed, except as herein set forth. Declarant and each Owner covenant and agree that the undivided interests in the Common Elements, the exclusive easements of the Limited Common Elements, and the fee title to the respective Units conveyed therewith, shall not be separated or separately conveyed, and each such undivided interest and exclusive easement shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

2.3. Partition Prohibited. The Common Elements shall remain undivided as set forth above so long as suitable for a condominium regime. Except as provided by the Act, no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project. Judicial partition by sale of a single Unit owned by two (2) or more persons and division of the sale proceeds is not prohibited hereby (but partition of title to a single Unit is prohibited, except as hereinafter provided).

2.4 Right of Declarant to Combine or Subdivide Units. Notwithstanding the provisions of Section 2.3. hereof, subject to the terms and conditions of the Act, until all of the Units are conveyed by Declarant to one (1) or more third parties, Declarant has the right, with respect to Units owned by Declarant, to:

2.4.1. physically combine the space within one (1) Unit with the space within one (1) or more adjoining Units, to redetermine the Common Interest of the Units so combined and to amend the Declaration and the Plat and/or Plan to include said changes;

2.4.2. physically combine part of or a combination of parts of the space within one Unit with part or parts of space within one or more adjoining Units, to redetermine the Common Interests of the Units so combined and to amend the

Declaration and Plat and/or Plan to include said changes;

2.4.3. partition or subdivide any Unit owned by Declarant into two (2) or more Units, Common Elements, or a combination of Units and Common Elements, to redetermine the Common Interest of those Units so partitioned or subdivided, and to amend the Declaration and Plat and/or Plan to include said changes; and

2.4.4. modify or remodel one or more Units into larger or smaller Units or any combination thereof, to construct, alter, relocate or remove any walls or do any other work which may be necessary to complete such modification or remodeling, to redetermine the Common Interest of the Units altered, if any, and to amend the Declaration to include said changes.

In the event Declarant physically combines the space of one Unit, or a portion thereof, with the space, or a portion thereof, within one or more adjoining Units pursuant to this Section 2.4. to create a combined Unit, such combined Unit shall also include the combining of the fixtures and improvements and of the undivided interests in the Common Elements appurtenant to the Units, or portions thereof, so combined. Declarant hereby reserves the right to designate and convey to any purchaser of any such combined Unit, as additional Limited Common Elements appurtenant thereto, any walls, floors or other structural separations between the Units so combined, or any space which would be occupied by such structural separations but for the combination of such Units; provided, however, that such walls, floors or other structural separations or such space shall automatically become General Common Elements if the combined Units become subject to separate ownership in the future. This reserved right in Declarant shall terminate upon the conveyance of all of the Units within the Project to third party purchasers. Notwithstanding the foregoing provisions of this Section 2.4., and except as otherwise provided herein regarding Limited Common Elements and Common Interests in connection with the exercise by Declarant of the Development Rights, it is hereby expressly provided that the herein reserved rights of Declarant shall in no event be construed or interpreted to grant Declarant the right to affect, change or alter any Unit, Limited Common Element or the Common Interest appurtenant to any Unit other than the Units owned by Declarant.

2.5. Declarant and Development Control Periods. No consent shall be required from the Board or Architectural Control Committee in connection with the exercise of Declarant's rights as set forth in Appendix "A". The Development Rights (as defined in Appendix "A") may be exercised at anytime during the Development Control Period. Declarant, at Declarant's sole option, may terminate some or all of the Development Rights prior to expiration of Declarant Control Period by a recorded instrument. However, Declarant may not terminate any of the Development Rights prior to the expiration of Declarant Control Period without the written consent of the Bank during the Bank Lien Period. Notwithstanding anything to the contrary herein or in the Project documents, Declarant will retain control of the operation and management of the Association during the Declarant Control Period pursuant to the terms and provisions of Appendix "A" of this Declaration. The duration of the Declarant Control Period is defined in Section 1.12. hereof.

ARTICLE III

ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1. Association to Manage Common Elements. The management of the Common Elements shall be vested in the Association in accordance with the terms of this Declaration, the Articles and the Bylaws, and all Owners and all holders of liens thereon shall be bound thereby. The Owners covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles and the Bylaws, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi governmental body or agency having jurisdiction over the Project or the Association, as same may be amended from time to time.

3.2. Membership. Any Person, upon becoming an Owner, shall automatically be a Member of the Association, and shall remain a Member thereof in accordance with the Articles and the Bylaws until such time as such Owner's ownership of said Unit ceases for any reason, at which time such Owner's membership in the Association shall automatically cease.

3.3. Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in such Owner's name to the purchaser of his Unit, the Association shall have the right to record the transfer upon its books.

3.4. Voting Rights. The Owner or Owners of each Unit shall be entitled to a vote, the value of which shall equal the Common Interest assigned to said Owner's Unit as set forth on Exhibit C-1.

3.5. Board of Directors. The affairs of the Association shall be managed by a Board of Directors which has been established and which shall conduct regular and special meetings according to the provisions of the Articles and the Bylaws.

ARTICLE IV **MAINTENANCE AND ASSESSMENTS**

4.1. Personal Obligation of Assessments. Except as otherwise set forth herein, each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association: (1) regular monthly Assessments or charges, and (2) Special Assessments for capital improvements and unexpected expenses; such Assessments to be established and collected as provided herein, in the Bylaws, and in the Rules and Regulations of the Association (herein so called). No Owner of a Unit may exempt himself, herself or itself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his, her or its Unit. Regarding Assessments, during the Declarant Control Period only, Declarant at Declarant's option may support the Association's budget by either of the following methods: (i) Declarant will pay Assessments on each Declarant owned Unit in the same manner as any Owner; or (ii) Declarant will assume responsibility for the difference between the Association's actual common expenses as they are paid and the Assessments received from Owners other than Declarant, and will provide any additional funds

necessary to pay actual cash outlays of the Association. On the earlier to occur of three (3) years after the first conveyance of a Unit by the Declarant or termination of the Declarant Control Period, Declarant must begin paying Assessments on each Declarant owned Unit according to the Unit's allocated percentage interest for Assessments. Notwithstanding any provision herein to the contrary, Declarant shall in no event be obligated under this Section 4.1. to pay (whether through matching Assessment amounts or operating deficit funding) an aggregate amount per month in excess of the total amount of regular monthly Assessments which would be applicable to the Units then owned by Declarant if calculated pursuant to Section 4.3. below.

4.2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the following: (a) to obtain casualty, risk and liability insurance for the Project and the Owners and Association with respect thereto; (b) to promote the recreation, health, safety and welfare of all the residents in the entire Project; (c) for the improvement and maintenance of the Common Elements (except any Limited Common Elements which an Owner is specifically required to maintain pursuant to this Declaration); (d) to pay standby fees, ad valorem taxes and assessment with respect to property owned by the Association and any property comprising the Project which does not constitute Units or Common Elements; (e) to pay for the administration of the Association, including, without limitation, customary accounting and legal fees; and (f) for the common good of the Project. The Board may use said Assessments for said purposes, including, without limitation, providing for the enforcement of the provisions of this Declaration, the Bylaws and the Rules and Regulations promulgated thereunder. The decision of the Board with respect thereto shall be final so long as made in good faith. Annual Assessments shall include a reserve fund for maintenance, repairs and replacement of the Common Elements. Except as otherwise provided in the Bylaws and herein, including, but not limited to, Article V and 9.7. hereof, the Limited Common Elements shall be maintained as General Common Elements (except as otherwise provided in this Declaration), and Owners having exclusive use thereof shall not be subject to any special charges or Assessments for the repair or maintenance thereof.

4.3. Monthly Assessments and Creation of Lien. Except as set forth herein, all Owners shall be obligated to pay the Assessments imposed by the Board of Directors of the Association. The total amount of the estimated funds required from Assessments to operate the Project shall be set forth in a budget adopted by the Board of Directors and shall be assessed against each Owner in proportion to the Common Interest of such Owner as set forth herein, said figure to be divided by twelve (12) to determine the regular monthly Assessment; provided, however, that said Assessments based on said Common Interests may be rounded off to the nearest dollar figure and shall be secured by a lien against said Unit, subject to the provisions hereof. Declarant hereby reserves and assigns to the Association, without recourse or warranty of any kind or character, a vendor's lien against each Unit to secure the payment of the above-described Assessments and any Special Assessment (defined in Section 4.4. below) which may be levied pursuant to the terms hereof, and the expenses incurred in connection with the enforcement thereof, including, without limitation, interest at the rate provided in Section 4.6. hereof, costs and reasonable attorneys' fees. Said liens may be enforced by appropriate judicial proceedings, and the amounts secured thereby shall be the obligation of and chargeable to the Owner in default. Any such lien shall be senior and have priority over any other lien except those set forth in Sections 82.113(b) of the Act, and any lien of the Bank during the Bank Lien Period.

4.4. Special Assessments. In addition to the regular Assessments authorized above, the Board may levy, in any year, one or more Special Assessments (herein so called) only for the purpose of defraying, in whole or in part, costs and expenses incurred or to be incurred in the current year, or in the immediately preceding or subsequent fiscal year, including, without limitation, the cost of any construction, reconstruction, repair or replacement of any capital improvements upon the Common Elements, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated expense or other action or undertaking normally covered by a regular Assessment (and, where necessary, for taxes assessed against the Common Elements or the Project as a whole). Said Special Assessments shall be assessed against each Owner in proportion to the Common Interest of such Owner as set forth herein. Special Assessments may also be levied against an individual Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner and his, her or its Unit into compliance with the provisions of this Declaration and the Bylaws including actual attorneys' fees and costs and/or to pay for any damage to the Project and fines, fees and insurance deductible amounts as a result thereof, attributable to the negligence, recklessness or willful misconduct of such Owner or the guests, tenants, contractors or employees of such Owner, and such Special Assessments shall not be levied against other Owners or their Units. Said Special Assessments shall be subject to such limitations as are provided in the Bylaws, if any.

4.5. Initial Capital Contribution. Each original purchaser of a Unit is required to contribute the equivalent of at least 2 months of assessments to the Association's working capital fund. This is a one-time nonrefundable fee paid to the Association to create a "start-up" fund from which operating expenses and insurance premiums can be paid. The amount of working capital contribution may vary from time to time as the budget is revised.

4.6. Assessment Lien. All sums assessed but unpaid for the share of Assessments chargeable to any Unit, including interest thereon at the maximum rate permitted by law from the date such Assessments are due until said Assessments are paid (subject to the provisions hereof limiting the interest contracted for, charged or received to the maximum nonusurious rate permitted by applicable law) shall constitute a lien on such Unit superior to all other liens and encumbrances, except as set forth under Section 82.113(b) of the Act and any lien of the Bank during the Bank Lien Period. The Board of Directors or a managing agent appointed by the Board (the "Managing Agent") may (but shall not be required to) prepare and execute a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit which may be recorded in the office of the County Clerk of Dallas County, Texas. Such lien may be enforced by the foreclosure of the defaulting Owner's Unit by the Association in accordance with Section 82.113 of the Act and any foreclosure shall be subject to any right of redemption afforded by the Act. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorneys' fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding, all additional costs, expenses and attorney's fees incurred in connection with any such foreclosure proceeding. The Owner of the Unit being foreclosed shall be required to pay to the Association the monthly Assessment for the Unit during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect same. The Association shall have the power to bid on the Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any Mortgagee holding a Mortgage or Deed of Trust on a Unit may pay, but shall not be required to pay, any unpaid Assessments owing with respect to such Unit, but such payment shall not be deemed a waiver of the

Owner's default by either the Association or such Mortgagee. The amount of the Common Expenses assessed against each Unit, shall also be a personal debt of the Owner thereof at the time the Assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same. Each Owner, by acceptance of a deed to a Unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including judicial or non-judicial foreclosure, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also temporarily suspend the Association membership and voting rights of any Owner who is in default in payment of any Assessment in accordance with the Bylaws.

4.7. Date of Commencement of Assessment; Due Dates. Except as provided in Section 4.1. hereof with respect to Units owned by Declarant, the monthly Assessments provided for herein shall commence as to all Units in the Project on the first day of the month following the conveyance by deed of the first (1st) Unit in the Project. It is additionally provided that each Owner shall pay at closing a pro rata portion of the regular monthly Assessment (and additional monthly Assessment, if applicable) for the month in which the closing occurs. Thereafter, due dates of monthly Assessments shall be the first (1st) day of each and every subsequent calendar month. No notice of such Assessments or the due dates thereof shall be required other than an annual notice setting forth the amount of the monthly Assessments. The due date (or dates, if payable in installments) of any special Assessment shall be the due date(s) specified by the Board in the notice of such special Assessment delivered by the Board to each Owner.

4.8. Transfer of Unit by Sale or Foreclosure. Sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of a Mortgage or Deed of Trust, or by deed or other transfer in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer (except for Assessments which became due prior to the recordation of such Mortgage or Deed of Trust). No such sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof. When any Mortgagee of a Mortgage or Deed of Trust obtains title to a Unit as a result of foreclosure of such Mortgage or Deed of Trust, or by deed or other conveyance in lieu thereof, such Mortgagee shall not be liable for the unpaid dues or charges of the Association chargeable to such Unit which accrued subsequent to the recordation of such Mortgage or Deed of Trust and prior to the acquisition of title to such Unit by such Mortgagee. Such unpaid dues or charges shall be deemed to be Common Expenses collectible from all of the Units including the Unit acquired by such Mortgagee. In a voluntary conveyance of a Unit (other than a deed or conveyance to a Mortgagee in lieu of foreclosure), the grantee of the same shall not be liable with the grantor for all unpaid Assessments by the Association against the latter for his, her or its share of the Common Expenses up to the time of the grant or conveyance, unless said liability is assumed by the grantee or required by the Act. Any such grantee, upon payment to the Association of a reasonable fee to be established by the Board, and upon written request, shall be entitled to a resale certificate as required by Section 82.157 of the Act, issued by the Association, setting forth the amount of any unpaid Assessments then due and owing to the Association with respect to the Unit being purchased, together with such other information as is required by Section 82.157(a) of the Act, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments

made by the Association against the grantor in excess of the amount set forth in the statement and applicable to a period of time prior to the date of such statement. Notwithstanding anything herein to the contrary, in the event the Bank obtains title to a Unit as a result of foreclosure of its Mortgage or Deed of Trust securing a loan by Bank to Declarant or Declarant's successors or assigns, or by deed or other conveyance in lieu thereof, the Bank shall not be liable for the unpaid dues, assessments, or charges of the Association chargeable to such Unit which accrued subsequent to the recordation of the Mortgage or Deed of Trust and prior to the acquisition of title to such Unit by the Bank.

4.9. Separate Taxation. Each Unit, together with its Common Interest, shall be deemed to be a separate and distinct entity for the purpose of the assessment and collection of taxes, assessments and other charges of this state, or of any political subdivision, special improvement district or any other taxing or assessing authority. The lien for taxes assessed to any Unit shall be confined to that Unit. No forfeiture or sale of any Unit shall divest or in any way affect title to any other Unit. In the event that such taxes or assessments for any year are not separately assessed to each Unit but rather are assessed on the Project as a whole, then each Owner shall pay his proportionate share thereof in accordance with his Common Interest and, in said event, such taxes or assessments shall be a Common Expense. If necessary, a Special Assessment or Assessments may be levied against the Units in an amount equal to said taxes, to be paid thirty (30) days prior to the due date thereof.

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

5.1. Duties and Powers. In addition to the duties and powers enumerated in the Act, the Articles and the Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

5.1.1. Maintain, repair, replace, restore, operate and manage all of the Common Elements and all facilities, improvements, furnishings, equipment and landscaping thereon, and all property that may be acquired by the Association in good condition. This obligation shall not extend to any portion or facility of the Common Elements required to be maintained by an individual Owner under this Declaration (specifically including, but not limited to, Sections 5.2., 5.3., and 9.7. hereof) or the Bylaws.

5.1.2. Enforce the provisions of this Declaration by appropriate means, including, without limitation, the expenditures of funds of the Association for the employment of legal counsel and the commencement and prosecution of actions.

5.1.3. Maintain such policy or policies of insurance as are required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of, and protecting the interests of, the Association and its Members.

5.1.4. Grant and reserve easements where necessary or desirable for utilities and utility facilities over the Common Elements and Units to serve the Common Elements and the Units and amend the Condominium Plan or Plat to show same.

5.1.5. Have the authority to employ a managing agent or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over or interest in the Project. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not terminate professional management of the Project and assume self management thereof without the prior written approval of Institutional Lenders holding Mortgages or Deed(s) of Trust on Units which represent in the aggregate at least sixty-seven (67%) of the total Common Interest and the consent of Owners holding at least sixty-seven percent (67%) of the total Common Interest.

5.1.6. Keep or cause to be kept records in accordance with Section 82.114 of the Act, including, without limitation, detailed accounts of the income, receipts and expenditures affecting the Project and its administration, specifying the maintenance and repair expenses with regard to the Common Elements and any other expenses incurred by or on behalf of the Project or Association. The records so kept shall be available for inspection by all Owners and Mortgagees during regular business hours of the Association (or Managing Agent, if any) that shall be set and announced for general knowledge. All records shall be kept in accordance with generally accepted accounting principles and may, at the election of the Board, be audited once a year by an independent auditor. Upon written request, copies of any such audit shall be made available to all Owners and Mortgagees free of charge within ninety (90) days following the end of any fiscal year of the Association.

5.1.7 Hire any personnel who shall handle such duties for the Project as the Board shall designate in writing.

5.2. Maintenance of Project by Association. The Association shall provide maintenance of the Project as provided herein and in the Bylaws. The responsibility of the Association for maintenance and repair shall not extend to the cost and expense of repairs or replacements arising out of or caused by the willful or negligent act or neglect of any Owner, or his guests, tenants or invitees. The cost and expense of repair or replacement of a Unit exterior or of any portion of the Common Elements resulting from such excluded items shall be the responsibility of such Owner who (or whose guests, tenants or invitees) neglects or willfully damages such excluded items. The Association may cause such repairs and replacements to be made at such Owner's sole cost and expense, and if said Owner shall fail to pay for such repairs or replacements upon demand, the cost thereof (plus interest from the date of payment(s) at the maximum nonusurious rate permitted by applicable law) shall be added to the Assessments chargeable to such Unit and shall be payable to the Association by the Owner of such Unit upon demand.

5.3. Association Easements and Access to Units. For the purpose of performing the maintenance, repair or replacement authorized by this Article or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents and employees) shall have a nonexclusive easement over and onto all portions of the

Common Elements, and shall also have the right, after reasonable notice to the Owner, and at reasonable hours, to enter any Unit for such purposes and to enter any Unit without notice at any time in the event of an emergency. Should any Owner change any lock on any entrance to his Unit, such Owner shall immediately provide to the Board a key to the new lock. Damage to the interior or any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs within another Unit at the instance of the Association shall be a Common Expense of all of the Owners; provided, however, that if any such damage to a Unit or any damage to any Common Elements shall be the result of the neglect, misuse or negligence of an Owner, then such Owner shall be responsible and liable for all such damage. All damaged improvements shall be restored to substantially the same condition of such improvements prior to damage. All maintenance, repairs and replacements as to the General Common Elements, whether located under or outside of Units (unless required to be maintained by an individual Owner under this Declaration or necessitated by the neglect, negligence or misuse by an Owner or his, her or its guests, tenants or invitees, in which case such expense shall be charged to such Owner) shall be the Common Expenses of all the Owners.

ARTICLE VI UTILITIES

6.1. Owners' Rights and Duties. The rights and duties of the Owners of Units within the Project with respect to utilities shall be as follows:

6.1.1. Each Owner shall pay for his, her or its own utilities which are separately metered and billed to each Unit by the respective utility companies or submetered and billed to each Unit by the Association. Any such utility expenses billed to each Unit by the Association shall be deemed to be Special Assessments hereunder and shall be secured by the lien reserved in Section 4.3. hereof. Utility expenses which are not metered or submetered and separately billed shall be part of the Common Expenses, and each Owner shall pay his, her or its pro rata share thereof as in the case of other Common Expenses.

6.1.2. Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air conditioning conduits, ducts, or flues (such items being hereinafter collectively called the "connections") are located or installed within the Project, which connections, or any portion thereof, lie in or upon more than one (1) Unit, Declarant reserves for the use and benefit of the Association the right and an easement to the full extent reasonably necessary therefor, to enter upon the Units or to have the utility companies enter upon the Units in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when reasonably necessary; provided, however, the exercise of such easement rights shall be in a manner reasonably calculated to cause as minimal interference with the continued use and occupancy of the Units so affected by the Owners thereof, while still adequately serving the purposes for which they are granted.

6.1.3. Whenever connections are located or installed within the Project,

which connections serve more than one (1) Unit, the Owner of each Unit served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service such Unit.

6.2. Easement for Utilities and Maintenance. Easements over and under the Property for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines and facilities, heating and air conditioning facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping as are shown on the Plat and/or Plan, and as may be hereafter required to serve the Property, are hereby reserved by Declarant for the use and benefit of the Association, together with the right to grant and transfer the same, along with the right to relocate, expand or terminate same in connection with the exercise of Declarant's Development Rights.

6.3. Association's Duties. The Association shall maintain all utility installations located in the Common Elements except for those installations maintained by utility companies, public, private, or municipal. The Association shall pay all charges for utilities supplied to the Project except those metered or submetered and charged separately to the Units.

6.4. Underground Utilities Outside of Recorded Easements. For purposes of compliance with Section 82.059(b)(5) of the Act, Declarant hereby states that it has no knowledge of the exact location on the Project of underground utility lines that (a) were constructed or (b) are now situated on the Property, outside of recorded easements.

ARTICLE VII USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Project and each Unit therein is subject to the following:

7.1. Use of Individual Units. No Unit shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein; provided, however, that Declarant may use any Unit or Units in the Project owned by Declarant for a model home or homes and display and sales office until the last Unit in the entire Project is sold. No more than five (5) individuals may occupy a two (2) bedroom Unit.

7.2. Nuisances. No noxious, illegal, or offensive activities shall be carried on in any Unit or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with, the quiet enjoyment of each of the Owners of his, her or its respective Unit, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be canceled or cause a refusal to renew the same, or which will impair the structural integrity of any Building. Specifically, no Owner or resident of a Unit shall grill or permit any open fire on a Balcony or inside of a Unit. All Units shall maintain a temperature of at least sixty five (65) degrees.

7.3. Vehicle Restrictions. No motorcycle, moped, bicycle, trailer, camper, mobile home, recreational vehicle, commercial vehicle, truck (other than standard size pickup truck), inoperable

automobile, boat or similar equipment shall be permitted to remain upon any area within the Project, other than temporarily (for purposes of loading and unloading of passengers or personal property), unless in an area specifically designated for such purpose by the Board. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or smoky vehicles shall be operated on the Project. No off-road unlicensed motor vehicles shall be maintained or operated upon the Project, except as may be reasonably necessary to the execution of the rights or duties of the Association under this Declaration.

7.4. Signs. Declarant may place signs in or around the Common Elements and use the Common Elements for sales purposes until the last Unit of the entire Project is sold. Owners other than Declarant, however, are prohibited from placing "for sale," "for rent" or any other signs or flags in or around the Common Elements or displaying signs or flags to the public view on any Unit or any portion of the Project.

7.5. Animals. No animals or birds of any kind shall be raised, bred, or kept in any Unit, or on any portion of the Project except as permitted in the Bylaws or in the Rules and Regulations of the Association adopted by the Board and published from time to time.

7.6. Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Project and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers in accordance with the Bylaws and the rules and regulations adopted by the Board and published from time to time. All equipment, garbage cans, woodpiles, or storage piles shall be kept screened and concealed from view of other Units, streets, and the Common Elements.

7.7. Attachments. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or walls of any Building, unless (a) the proposed plans for such attachments shall have been first submitted to and approved by the Board, and (b) in the case of antennas and satellite dishes covered by the "FCC Rule" adopted on August 6, 1996, pursuant to Section 107 of the Federal Tax Communications Act of 1996 (47 U.S.C. Part 1, Subpart S) as same may hereafter be amended, or any successor statute, such approval by the Board shall be based on aesthetic and safety-related requirements adopted by the Board in accordance with the FCC Rule.

7.8. Lease Provisions; Waiting List. An Owner may lease his Unit only in accordance with the following provisions: (a) the lease must be for the entire Unit and not for a portion thereof; (b) the lease must be pre-approved by the Board and the Board may disapprove the lease in its sole discretion; (c) the lease must be for at least one (1) year in length; (d) the lease must prohibit pets within the leased Unit; (e) the lease must be in writing, signed by the Owner and the tenant, and a copy provided to the Board; (f) no more than six (6) Units in the entire Project may be leased at any one time; and (g) the lease must be subject to the covenants, conditions, easements, restrictions, limitations, and liens for Assessments contained in this Declaration, the Bylaws, and any rules and regulations adopted by the Board and published from time to time. If 6 Units are leased, the Association will maintain a waiting list of Owners who desire to lease a Unit. At the expiration or

termination of an existing lease, an Owner will have 60 days to re-lease the vacant Unit. If a vacant Unit is not leased within the 60 day period (or such shorter time as such Owner waives his right to lease his Unit), then the Owner will be placed at the bottom of the waiting list and the Owner at the top of the waiting list shall be eligible to lease his or her Unit. The newly eligible Owner will have 120 days to lease his or her Unit. If the newly eligible Owner is unable to lease his or her Unit within the 120 day period, the Owner will be placed at the bottom of the waiting list and the Owner at the top of the waiting list will be eligible to lease his or her Unit. This process will continue until a Unit has been leased or there are no remaining Owners that desire to lease a Unit on the waiting list NOTWITHSTANDING ANY OF THE FOREGOING, THE RIGHT OF DECLARANT TO RENT OR LEASE UNITS IS HEREBY SPECIFICALLY RESERVED AND EACH PURCHASER OF A UNIT, BY ACCEPTANCE OF THE CONVEYANCE OF SUCH UNIT SUBJECT TO THE TERMS OF THIS DECLARATION, EXPRESSLY WAIVES ANY CLAIM OR DEMAND WHICH SUCH PURCHASER MAY HAVE AGAINST DECLARANT ON ACCOUNT OF ANY SUCH RENTAL OR LEASING OF UNITS OWNED BY DECLARANT.

7.9. Mortgaging a Unit - Priority. Any Owner shall have the right from time to time to mortgage or encumber his interest by Deed of Trust, Mortgage or other security instrument. A first (1st) Mortgage or Deed of Trust shall be one which has first (1st) and paramount priority under applicable law. An Owner may create and grant a second (2nd) lien Mortgage or Deed of Trust against his Unit on the following conditions: (a) that any such second (2nd) lien Mortgage or Deed of Trust shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, easements, obligations and liens for Common Expenses and other payments created by this Declaration and by the Bylaws; and (b) that the Mortgagee under any second (2nd) lien Mortgage or Deed of Trust shall release by written recordable instrument, for the purpose of restoration of any improvements upon the mortgaged premises, all of his, her or its right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished to the Association by the Mortgagee under any second lien mortgage or deed of trust promptly following written request therefor by the Association. Notwithstanding anything herein to the contrary, any deed of trust securing any loan by Bank to Declarant or Declarant's successor and assigns, regardless of priority, shall not be subject to the conditions set forth in subpart (a) or (b) above, but shall be treated under this Declaration as a first lien deed of trust to the fullest extent allowed by applicable law.

7.10. Power Equipment and Car Maintenance. No power equipment, work shops, or car maintenance of any nature whatsoever shall be permitted on the Project except with prior written approval of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

7.11. Liability of Owners for Damage to Common Elements. The Owner of each Unit shall be liable to the Association for all damages to the Common Elements or improvements thereon caused by the neglect, misuse or negligence of such Owner or any tenant or other occupant of his, her or its Unit, or guest or invitee, and such Owner and his Unit shall be liable for Special Assessment pursuant to Section 4.4 for any such damages.

7.12. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article VII or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Unit in the Project in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Unit agrees to hold Declarant harmless therefrom.

7.13. Limitation of Restrictions of Declarant. Declarant is performing certain work in connection with the development and marketing of the Property as a condominium regime. The completion of that work and the sale, rental, and other disposition of said Units is essential to the establishment and welfare of the Project as a residential community. In order for the work to be completed and the Project to be established as a fully occupied residential community as rapidly as possible, nothing in the Project Documents shall be understood or construed to:

7.13.1 Prevent Declarant, its contractors, subcontractors, or other representatives from doing on or to the Project or any Unit, whatever is reasonably necessary or advisable in connection with the completion of the work;

7.13.2. Prevent Declarant or its representatives from erecting, constructing, and maintaining on any part or parts of the Project, such structures as may be reasonable and necessary for the conduct of its business for completing said work and establishing said Project as a residential community and disposing of the same in parcels by sale, lease or otherwise;

7.13.3. Prevent Declarant from conducting on any part of the Project its business of completing the work and of establishing a plan of Unit ownership and of disposing of said Project in Units by sale, lease or otherwise;

7.13.4. Prevent Declarant from maintaining such sign or signs on any part of the Project as may be necessary for the sale, lease or disposition thereof; or

7.13.5. Prevent Declarant from performing all of the foregoing activities in connection with exercise of its Development Rights.

So long as Declarant owns one or more of the Units established and described in this Declaration (and except as otherwise specifically provided herein), Declarant, its successors and assigns, shall be subject to the provision of this Declaration.

ARTICLE VIII **ARCHITECTURAL CONTROL**

8.1. Prohibition of Alteration and Improvement. Subject to the exemption of Declarant under Sections 2.4. and 2.5. hereof, no building, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, erected, painted or maintained upon the Project, nor shall any alteration or improvement of any kind be made thereto (save and except for repainting and redecorating of the interior of a Unit

by an Owner) until the same has been approved in writing by the Board. No landscaping of patios or yards, which landscaping is visible from the street, from other Units or from the Common Elements, shall be undertaken by any Owner until plans and specifications showing the nature, kind, shape, design and location of the proposed landscaping shall have first been submitted to and approved in writing by the Board. Further, no change to or removal of existing patio or yard landscaping which is visible from the street, other Units or from the Common Elements shall be undertaken by any Owner until same has been approved by the Board in writing.

8.2. Plans and Approval. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements or alterations, shall be submitted to the Board for approval as to such matters as quality of workmanship and design and harmony of structural and external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to rebuild in accordance with Declarant's original plans and specifications, or to rebuild in accordance with plans and specifications previously approved by the Board. The Board shall respond in writing within sixty (60) days from the date it receives said requests for approval of plans and specifications required under this Section 8.2. If the Board does not respond in writing within said sixty (60) day period, the Board shall be deemed to have approved said request.

8.3. Architectural Control Committee. The Board may, but shall not be required to, appoint an Architectural Control Committee to review the plans and specifications required under Section 8.2. hereof and to advise and make recommendations to the Board regarding approval thereof. The number, appointment and term of members of the Committee shall be as provided in the Bylaws, subject to the following limitations:

8.3.1. If a Committee is appointed, there shall be not less than three (3) or more than five (5) members of the Committee.

8.3.2. Declarant may appoint all of the original members of the Committee and all replacements until the end of the Declarant Control Period. Thereafter, the Board shall have the power to appoint all of the members of the Committee. Committee members appointed by the Declarant need not be Members of the Association. Committee members appointed by the Board shall, however, be from the membership of the Association.

ARTICLE IX GENERAL PROVISIONS

9.1. Enforcement. The Association, any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Project shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court; provided, however, that an individual Owner shall have no right to enforce the collection of any Assessment levied against any other Owner under Article IV above. Failure by any such Person to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

9.2. Invalidity of Any Provision. Should any provision of this Declaration be declared invalid or in conflict with the Act or any other applicable law, the validity of all other provisions shall remain unaffected and in full force and effect, and to the extent feasible, the provision at issue shall automatically be deemed to be modified to the extent necessary to comply with the Act or other applicable law.

9.3. Encroachment and Protrusion Easements. Each Unit within the Project is hereby declared to have an easement over all adjoining Units and the Common Elements for the purpose of accommodating any encroachment and/or protrusion due to engineering errors, errors in original construction, settlement or shifting of any Building, or any other cause other than an alteration of any Unit in contravention of the terms hereof or any encroachment caused by the willful misconduct of an Owner. There shall be valid easements for the maintenance of such permitted encroachments and/or protrusions as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, protrusion, settlement or shifting. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments and/or protrusions over adjoining Units or Common Elements shall be permitted and that there shall be a valid easement for the maintenance of said encroachments and/or protrusions so long as they shall exist. Such encroachments or protrusions shall not be considered to be encumbrances either on the Common Elements or on a Unit for purposes of marketability of title or otherwise.

9.4. Termination of Mechanic's Lien Rights and Indemnification. No labor performed or materials furnished and incorporated in a Unit with the consent or at the request of an Owner or his agent, contractor or subcontractor shall be the basis for the filing of a lien against either the Common Elements or the Unit of any other Owner not expressly consenting to or requesting the same, except that express consent shall be deemed to be given by the Owner of any Unit to the Board in the case of emergency repairs. Each Owner shall save, defend, indemnify and hold harmless each of the other Owners from and against any and all liability arising from any such claims or liens against the Units of any other Owners or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the indemnifying Owner's Unit at such indemnifying Owner's request. Labor performed or materials furnished for the General Common Elements, if duly authorized by the Board in accordance with the Declaration or Bylaws, shall be deemed to be performed or furnished with the express consent of each Owner and shall be the basis for the filing of a lien pursuant to law against each Unit in the Project.

9.5. Mortgage Protection Clauses.

9.5.1. Rights of Mortgagees. No breach of any of the covenants, conditions and restrictions contained in this Declaration, nor the enforcement of any lien provisions herein, shall render invalid the lien of any first (1st) lien Mortgage or Deed of Trust (meaning a Mortgage or Deed of Trust with first (1st) priority over any other Mortgage or Deed of Trust), or lien of any Mortgage or Deed of Trust securing a loan by Bank to Declarant or Declarant's successors and assigns, on any Unit made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through

foreclosure or trustee's sale, or otherwise, unless otherwise provided herein.

9.5.2. Notice to Lenders. All Institutional Lenders and Mortgagees that have filed with the Association an appropriate written request shall be entitled to receive the following notices in writing from the Association:

9.5.2.1. Notice of any proposed action requiring the approval of Institutional Lenders and Mortgagees specified in Section 9.5.3. below on a timely basis;

9.5.2.2. Notice of default by the Owner or grantor of any Mortgage or Deed of Trust on a Unit (the beneficial interest in which is held by said Institutional Lender) in the performance of such Owner's or grantor's obligations under this Declaration or any other documents relating to the Project, including, without limitation, default in the payment of Assessments, which default is not cured within sixty (60) days;

9.5.2.3. Notice of any casualty or condemnation loss to any individual Unit subject to a Mortgage or Deed of Trust (the beneficial interest in which is held by said Institutional Lender), which loss exceeds Five Thousand Dollars (\$5,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such loss;

9.5.2.4. Notice of any casualty or condemnation loss to any portion of the Common Elements or facilities or improvements thereon, which loss exceeds Ten Thousand Dollars (\$10,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such loss;

9.5.2.5. Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

9.5.2.6. Notice of any meeting of the Members; and

9.5.2.7. Notice of any proposed payment to be made by any person on behalf of an Owner which, pursuant to the terms of this Declaration, may result in a lien on such Owner's Unit.

9.5.3. Changes Requiring Institutional Lender Approval. Without the prior written approval of at least sixty-seven percent (67%) of the Institutional Lenders and Mortgagees (based upon one (1) vote for each Unit encumbered by a Mortgage or Deed of Trust held by such parties) and sixty-seven percent (67%) of the Common Interests held by the Owners (except to the extent a higher percentage of approval or

other consent may be expressly required elsewhere herein, in the Act or by other applicable law), and the written approval of the Bank (during the Bank Lien Period) the Association shall not be entitled to:

9.5.3.1. Change the Common Interests or obligations of any Unit for the purpose of (i) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements; provided, however, that nothing herein shall prevent Declarant from redetermining and reallocating (x) among Units owned by Declarant the pro rata share of ownership in the Common Elements of such Units owned by Declarant which Declarant combines, partitions or subdivides prior to sale of such Units to a third party; or (y) among all of the Units the pro rata share of ownership in the Common Elements pursuant to exercise of Declarant's Development Rights as provided in Section 2.5.

9.5.3.2. Partition or subdivide any Unit, except as provided in Section 2.3. hereof, provided that nothing contained herein or in such Section 2.3. shall prevent Declarant from combining, partitioning or subdividing Units owned by Declarant as provided in Section 2.4. hereof;

9.5.3.3. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Project shall not be deemed a transfer within the meaning of this clause); or

9.5.3.4. Use hazard insurance proceeds for losses to any property on the Project (whether to Units or to Common Elements) other than for the repair, replacement or reconstruction thereof, except as provided by applicable statute in case of substantial loss or damage to the Units and/or the Common Elements.

9.5.4. Mortgage Priority. Notwithstanding any language contained in this Declaration or the other documents relating to the Project or the Association (collectively, the "Project Documents") to the contrary, no Owner or other party shall have priority over any rights of the Mortgagee of any Unit pursuant to its Mortgage or Deed of Trust in the case of a distribution to the Owner of such Unit of insurance proceeds or condemnation awards for losses to or taking of all or a portion of such Unit and/or Common Elements. Institutional Lenders shall have the right to examine the books and records of the Association at all reasonable times during regular business hours of the Association.

9.5.5. Taxes, Assessments, and Charges Which May Become Liens. All taxes, assessments, and charges which may become liens prior to any first (1st) lien Mortgage or Deed of Trust under local law shall relate only to the individual Units and not to the Project as a whole.

9.6. Revocation or Amendment to Project Documents.

9.6.1. Revocation. Except as provided in the Act, this Declaration shall not be revoked or terminated, nor may the condominium regime established hereby be terminated or abandoned, unless all of the Owners and all of the holders of any recorded first lien Mortgage or Deed of Trust covering or affecting any or all of the Units unanimously consent and agree to such termination or revocation by instrument(s) duly recorded; provided, however, neither the foregoing nor anything else seemingly to the contrary in this Declaration shall operate to impair or deny the right of Declarant to exercise its Development Rights.

9.6.2. Amendments - General. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of at least sixty-seven percent (67%) of the Common Elements consent and agree to such amendment by instrument(s) duly recorded, except as set forth in Appendix A, and except to the extent that a greater percentage of approval or other consent is required by Sections 9.5.3., 9.6.3., or 9.6.5. hereof, the Act or other applicable law. An amendment to this Declaration shall be adopted in accordance with Sections 82.067 and 82.070 of the Act and the other provisions of the Declaration requiring the approval of Institutional Lenders or Mortgagees.

9.6.3. Specific Amendments. Except as otherwise provided herein in connection with exercise of the Declarant's Development Rights, the consent of Owners owning at least sixty-seven percent (67%) of the Common Interests and Mortgagees holding Mortgages or Deeds of Trust on Units representing at least sixty-seven percent (67%) of the mortgaged Common Interests, and consent as required pursuant to Sections 9.6.4. or 9.6.5. hereof, shall be required to amend or add any provisions of the Project Documents which establish, provide for, govern or regulate any of the following:

9.6.3.1. Voting, other than as a result of changes in the Common Element percentage interests pursuant to Sections 2.4. hereof;

9.6.3.2. Assessments, assessment liens or subordination of such liens;

9.6.3.3. Reserves for maintenance, repair and replacement of the Common Elements;

9.6.3.4. Insurance or fidelity bonds;

9.6.3.5. Rights to use of the Common Elements;

9.6.3.6. Responsibility for maintenance and repair of the Project;

9.6.3.7. Expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project;

9.6.3.8. Boundaries of any Unit;

9.6.3.9. The ownership interests in the Common Elements, other than those amendments expressly permitted and described in Sections 2.4. and 9.5.3.1.;

9.6.3.10. Convertibility of Units into Common Elements or of Common Elements into Units;

9.6.3.11. Lease of Units;

9.6.3.12. Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his, her or its Unit;

9.6.3.13. Any provisions which are for the express benefit of Mortgagees or eligible insurers or guarantors of first lien Mortgages or Deed(s) of Trust on Units;

9.6.3.14. Any termination of the legal status of the Project after substantial destruction of the Project or the condemnation of any part of the Project or for other reasons.

9.6.4. Failure of Mortgagee to Respond to Approval Request. If a Mortgagee who receives a written request to approve additions or amendments to the Project Documents fails to make a negative response to such request within sixty (60) days after the sending of written notice of any such addition or amendment to such Mortgagee by certified or registered mail, return receipt requested, such Mortgagee shall be deemed to have approved such request.

9.6.5. Bank Approval. Notwithstanding anything herein to the contrary, during the Bank Lien Period, neither this Declaration nor the Project Documents may be amended or revoked without the prior written approval and consent of the Bank.

9.7. Owner's Right and Obligation to Maintain and Repair. Except for those portions of the Project which the Association is required to maintain and repair as provided herein and in the Bylaws, each Owner shall, at his, her or its sole cost and expense, maintain and repair his Unit, keeping the same in good condition. Additionally, each Owner shall, at his, her or its sole cost and

expense, maintain, repair and replace as necessary any (a) utility systems, pipes, lines, wires, and cables, that service only his Unit and (b) any separate air conditioning and heating units (including compressors) and water heaters which service only his Unit. Each Owner shall have the exclusive right to paint, plaster, panel, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding such Owner's Unit, provided that such action does not impair the structural integrity, weaken the support or otherwise adversely affect the Building in which such Unit is situated or any Common Element, and provided that all such action is performed in a good and workmanlike manner. Each Owner shall be responsible for maintaining the condition of said walls and ceilings, including but not limited to, repairs of cracks in said walls and ceilings; and for maintaining, repairing and replacing all doors leading into or out of each Owner's Unit including the main entry doors and any doors leading to patios or balconies. In the event an Owner fails to maintain his, her or its Unit as provided herein in a manner which the Board deems necessary to preserve the appearance and value of the Project, the Board may notify such Owner of the work required and request that it be done within sixty (60) days from the giving of such notice. In the event such Owner fails to complete such maintenance within said period, the Board may cause such work to be done and may specially assess the cost thereof to such Owner and, if necessary, create a lien against his Unit for the amount thereof.

9.8. Insurance; Damage or Destruction.

9.8.1. Association Liability Insurance. The Association shall obtain and continue in effect comprehensive commercial general public liability insurance covering the Common Elements, public ways, and any commercial spaces owned by the Association; and insuring the Association, the Declarant and the agents and employees of each and the Owners and the respective family members, guests and invitees of the Owners against any liability incident to the operation, maintenance, ownership or use of the Common Elements, and against any legal liability arising out of lawsuits related to employment contracts of the Association, and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured, and a severability of interest endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners or the Association. The scope of the coverage must include all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location, and use and meet the requirements of Section 82.111(a) of the Act or other applicable law. Coverage shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, for personal injury, death and/or property damage.

9.8.2. Master Hazard Insurance. Additionally, the Association shall obtain and continue in effect a master or blanket policy of multi-peril insurance on the Project, providing as a minimum fire and extended coverage and all other coverage against direct physical loss in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon current replacement cost) of all improvements on the Project, including any property the nature of which is a Common Element, the

structural portions of the Units, and any fixtures, equipment, appliances or installations within the interior unfinished surfaces of the perimeter walls, floors and ceilings of individual Units initially installed or conveyed by Declarant; as well as common personal property and supplies and other common personal property belonging to the Association. If there is a steam boiler in operation in connection with any Unit, there must be in force boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy and providing minimum coverage in an amount not less than Fifty Thousand Dollars (\$50,000.00) per accident per location. If the Project is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a blanket policy of flood insurance on the Project must be maintained in the amount of the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property within any portion of the Project located within a designated flood hazard area, or one hundred percent (100%) of current replacement cost of all such buildings and other insurable property, whichever is less.

The master policy of multi-peril insurance shall contain extended coverage and replacement costs endorsements, if available, and may also contain vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause and a determinable cash adjustment clause, or a similar clause to permit cash settlement covering full value of the improvements on the Project in the event of destruction and a decision not to rebuild pursuant to this Declaration. Such policies shall be in form and amount as may be determined by the Board, shall name as insured the Association, the Owners and Declarant (so long as Declarant is an Owner), and all Mortgagees as their respective interests may appear, and shall provide that any proceeds be paid to the Association for the use and benefit of the Owners and Mortgagees as their interests may appear. Such policy shall not be required to insure the improvements and betterments within individual Units supplied or installed by Unit Owners, including but not limited to, appliances (whether "built-in" or otherwise) plumbing and electrical fixtures, floor coverings, wall coverings, window and door coverings, cabinetry and lighting fixtures, nor shall such policy be required to insure the personal property or any customized items within any individual Units, all of which shall be and remain the responsibility and risk of the Owners.

9.8.3. Additional Association Insurance. The Association may purchase such other insurance as it may deem necessary, including without limitation plate glass insurance, workers' compensation, directors' liability, and errors and omissions insurance. The Association shall purchase fidelity coverage against dishonest acts by any directors, officers, trustees, employees or volunteers of the Association who are responsible for handling funds belonging to or administered by the Association. If some or all of the responsibility for handling of funds has been delegated to a Managing Agent, fidelity coverage shall be required for the officers, employees or agents of the Managing Agent handling or responsible for funds of the Association. The fidelity bond insurance shall name the Association as the insured and shall provide coverage in an amount not less than a sum equal to three (3) months aggregate assessments on all Units within the Project, plus reserve funds. In connection with such coverage, appropriate endorsement to the policy to cover any

persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

9.8.4. Compliance with Act. Notwithstanding anything seemingly to the contrary contained herein, all insurance policies purchased by the Association shall comply with Section 82.111 of the Act, and all insurance claims and proceeds shall be handled by the Association in accordance with such provisions of the Act.

9.8.5. Choice of Carriers; Insurance Premiums. The insurance policies required under this Section 9.8. shall be acquired from carriers having ratings of Class VI or better, as designated in Best's Key Rating Guide. Insurance premiums shall be a Common Expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association shall be without prejudice to the right of any Owner to obtain additional individual insurance.

9.8.6. Association as Attorney-In-Fact. This Declaration does hereby make mandatory the irrevocable appointment of the Association as an attorney-in-fact to deal with the Project, in whole or in part, upon its destruction or repair. Title to any Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All Owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead for the purpose of dealing with said Project upon its destruction as is hereinafter provided. As attorney-in-fact, the Association, by and through its President or any Vice President and Secretary or any Assistant Secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers herein granted. Any repair, reconstruction or replacement made of the improvement(s) shall be to substantially the same condition existing prior to the damage, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purposes of repair, restoration or replacement unless the Owners agree not to rebuild in accordance with the provisions hereinafter set forth. The Association shall have full authority, right and power, as attorney-in-fact, to cause any repair and restoration of the improvement(s) permitted or required hereunder. Without limitation on the generality of the foregoing, the Association as said attorney-in-fact shall have the full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to settle and compromise any and all claims under said insurance policies, to collect proceeds and to distribute the same to the Association, the Owners and their respective Mortgagees (subject to the provisions hereof) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Owners, the Association and the Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters. The Association

shall receive, hold, distribute and dispose of such insurance proceeds in accordance with the terms hereof and in trust for the Unit Owners and their respective Mortgagees, as their interest may appear. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit except as described in Section 9.8.2., or for the liability of any Owner for occurrences therein not caused by or in connection with the Association's operation, maintenance or use of the Project.

9.8.7. Reconstruction or Repair of Project. In the event of fire, casualty or other disaster involving substantial damage to the Project, within ten (10) days of receipt of determination of the amount of insurance proceeds available to the Association, the Association shall cause notice to be given of a special meeting of Members to be held not less than twenty (20) nor more than thirty (30) days from the giving of such notice. Such notice shall specify the amount of insurance proceeds available, the estimated cost of restoration and any other data deemed pertinent to the determination called for by this Section 9.8.7.

9.8.7.1. Sufficient Proceeds. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the Project, shall, subject to the provisions of Sections 9.8.7.3. and 9.8.7.4. below, be applied to such reconstruction. Reconstruction of the Project, as used in this Section 9.8.7. means restoring the Project to substantially the same condition in which it existed immediately prior to the fire, casualty or other disaster, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before. Such reconstruction shall be caused to be accomplished by the Association or its duly authorized agents.

9.8.7.2. Insufficient Proceeds. If the insurance proceeds are insufficient to reconstruct the Project, damage to or destruction thereof shall, subject to the provisions of Sections 9.8.7.3. and 9.8.7.4. below, be promptly caused to be repaired and restored by the Association or its duly authorized agents, using proceeds of insurance, if any, on the Project for that purpose, and the Owners shall be liable for the special Assessment or Assessments for any deficiency as hereinafter provided.

9.8.7.3. Owners' Election. If the Owners owning at least eighty percent (80%) of the Common Interests, in the exercise of their sole discretion, including each Owner of a Unit or Common Interest that will not be rebuilt or repaired, vote to not rebuild or repair the Project, then the Project shall not be rebuilt or repaired.

9.8.7.4. Termination of Condominium for Illegality. If the condominium regime created hereby is terminated, or the repair or reconstruction of the Project would be illegal under any state or local

health or safety statute or ordinance, then the Project shall not be rebuilt or repaired.

9.8.8. Repair of Interior of Unit. Each Owner shall be responsible for the reconstruction, repair or replacement of that portion of the interior of his Unit which the Owner has installed, furnished or provided, including but not limited to, any floor coverings, wall coverings, window shades, draperies, furniture, furnishings, plumbing and electrical fixtures, decorative light fixtures, or other improvements, betterments and additions to his Unit, and all appliances located therein irrespective of whether or not such appliances are "built-in" to the Unit. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or replacement of any portion of the Project necessitated by his negligence or willful misconduct or the negligence or willful misconduct by his family, guests, agents, servants, employees or contractors. In the event damage to all or any part of the interior of an Owner's Unit is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of an Owner's Unit is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. Each Owner shall purchase at his own expense insurance covering his Unit and all alterations, betterments, and improvements to his Unit and all other personal property located therein.

9.8.9. Application of Insurance Proceeds. Subject to Section 82.111(i) of the Act or other applicable law, as soon as possible after the occurrence of a casualty which causes damage to any part of the Project for which the Association has insurance coverage (hereinafter referred to as the "Casualty"), the Association shall obtain reliable and detailed cost estimates of the following:

9.8.9.1. The cost of restoring all damage caused by the Casualty to the Common Elements (hereinafter referred to as the "Common Element Costs"); and

9.8.9.2. The cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit Costs").

All insurance proceeds available to the Association with respect to the Casualty shall first (1st) be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit

Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then a special Assessment or Assessments shall be made against the Owners by the Association in the following manner:

9.8.9.3. All Owners shall be assessed on the basis of their percentage interest in the Common Elements for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.

9.8.9.4. Each Owner of a damaged Unit shall be assessed an amount equal to the difference between the actual portion of estimated Unit Costs attributable to his Unit less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the numerator of which is the actual portion of the estimated Unit Costs attributable to his Unit and the denominator of which is the total of all of the estimated Unit Costs.

If the Project is not repaired or replaced, any insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Project. The insurance proceeds attributable to Units or Limited Common Elements that are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were assigned, and/or to their Mortgagees, as their interests may appear, and the remainder of the proceeds shall be distributed to all of the Owners, and/or their Mortgagees, as their interests may appear, pro rata in accordance with their Common Interests.

9.8.10. Condemnation. In the event of any taking of any Unit, or any part thereof which leaves the Owner of such Unit with a remnant that may not practically or lawfully be used for any purpose permitted hereby, by eminent domain or sale or other transfer in lieu thereof, the Owner of such Unit shall be entitled to receive the award for such taking and after acceptance thereof, he and his Mortgagee shall be divested of all interest in the Project if such Owner shall vacate and abandon his, her or its Unit by virtue of such taking. If any repair or rebuilding of the remaining portions of the Project is required as a result of such taking, the remaining Owners shall determine by the affirmative vote or written consent of Owners owning a majority of the Common Interests owned by said remaining Owners, either to rebuild or repair the Project or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, or shall be undertaken, the remaining portion of the Project shall be resurveyed, and this Declaration shall be amended to reflect such taking and to proportionately readjust the percentages of the Common Interests of the remaining Owners based upon a continuing total ownership of the Project of one hundred percent (100%) and reallocating the Common Interest of the Unit taken to the remaining Owners in proportion to the respective Common Interests of the remaining Owners. A remnant of a Unit remaining after part of such

Unit is taken under this provision shall automatically be deemed to be a Common Element. Except as hereinabove provided, if a part of a Unit is taken or acquired by eminent domain or sale or other transfer in lieu thereof, the award therefor must compensate the Owner of such Unit for the reduction value of his, her or its Unit, inclusive of the Common Interest appurtenant thereto. Following such taking or sale or transfer in lieu thereof, the condemned Unit's Common Interest shall be reduced in proportion to the reduction in size of the Unit, and the portion of the Common Interest divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Common Interests of those Units before the taking or transfer, with the partially acquired Unit participating in a reallocation on the basis of its reduced Common Interest. If part of the Common Elements shall be taken by eminent domain or sale or other transfer in lieu thereof, the award must be paid to the Association, as trustee for the Owners and/or to their Mortgagees, as their interests may appear. The Association shall divide any portion of the award not used for the restoration or repair of the remaining Common Elements among the Owners in proportion to their respective Common Interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition. The Association shall send written notice to all Institutional Lenders (who have notified the Association in writing of their interest in a Unit or Units) having Mortgage or Deed(s) of Trust on Units affected by condemnation proceedings or negotiations for sale in lieu of condemnation whenever the Association obtains knowledge of such proceedings or negotiations. No condemnation or sale in lieu thereof shall affect the lien priority of an Institutional Lender on the Unit on which it holds a Mortgage or Deed of Trust or on proceeds of condemnation of that Unit.

9.8.11. Personal Liability Insurance. In addition to the master policies which the Association shall carry, each Owner, at such Owner's sole cost and expense, shall carry personal liability insurance covering damage to property or injury to the person of others within the Project resulting from negligence of the Owner or such Owner's agents, tenants, guests or invitees, in a minimum amount of Three Hundred Thousand Dollars (\$300,000.00) for each occurrence. Each Owner shall deliver to the Board a certificate evidencing such insurance in the amount specified with an effective date no later than the date said Owner takes possession of such Owner's Unit, which certificate shall further state said policy shall not be canceled or reduced without ten (10) days prior written notice to the Association.

9.8.12. Waiver of Subrogation; Notice of Cancellation. All property and liability insurance carried by the Association or the Owners shall contain provisions whereby the insurer waives rights of subrogation as to the Association, officers, and directors, and any Members, their guests, agents and employees. All policies of hazard insurance must contain or have attached the standard mortgage clause commonly accepted by private institutional mortgage investors in the area in which the Units are located. All insurance carried by the Association shall contain a provision requiring the insurer to notify the Association and all Mortgagees named

and shown as Mortgagees in the policy at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

9.9. Financing of Purchase of Unit by Association. In the event the Association should acquire a Unit at foreclosure, such acquisition by the Association may be made from the working capital of the Association and common charges in the hands of the Association, or if such funds are insufficient, the Association may levy a Special Assessment or Assessments against each Owner in proportion to his Common Interest, as a Common Expense, or the Association, in its discretion, may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the interest in the Common Elements appurtenant thereto, so to be acquired by the Association.

9.10. Termination of Any Responsibility of Declarant. Subject to compliance with Section 82.104 of the Act, and written approval of the Bank during the Bank Lien Period, Declarant may at any time, or from time to time, sell, assign or transfer all or any part of its rights hereunder and/or its rights, title and interest in the Project to any Person or Persons who shall thereafter have such rights and powers of Declarant as are contained in the Project Documents and so transferred or assigned. In the event Declarant shall convey all of its right, title and interest in and to the Project to any Person or Persons, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such Person or Persons shall be obligated to perform all such duties and obligations of the Declarant, except as may be otherwise expressly provided or agreed to between Declarant and such Person or Persons, or prohibited by the Act.

9.11. Owners' Compliance. Each Owner, tenant or occupant of a Unit and their guests and invitees shall comply with the provisions of the Project Documents and all lawful decisions and resolutions of the Association or its duly authorized representative, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action by the Association to recover sums due for damages (including costs and reasonable attorneys' fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or in the Bylaws, shall be deemed to be binding on all Owners, their successors and assigns.

9.12. Legal Intent. It is the intent of Declarant, the Association and the Owners that the Project Documents be in strict compliance with applicable usury law of the State of Texas and the United States. In furtherance thereof, said parties stipulate and agree that none of the terms and provisions contained in the Project Documents shall ever be construed to create a contract to pay for the use, forbearance or detention of money, interest at a rate in excess of the maximum nonusurious interest rate permitted to be charged by applicable law. The Owners or other parties now or hereafter becoming liable for payment of sums owing under the terms of the Project Documents shall never be liable for unearned interest on any of said sums and shall never be required to pay interest at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this Section shall control over all other provisions of the Project Documents in conflict herewith. In the event that the Declarant, the Association or any of its designated agents shall collect monies which are deemed to constitute interest at a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Owner or other party so paying said monies upon such determination.

9.13. Conflict of Project Documents. If there is any conflict among or between this Declaration and any other Project Documents, the provisions of this Declaration shall prevail. Thereafter, priority shall be given in the following order: Plat and Plan, Articles, Bylaws, and Rules and Regulations of the Association.

9.14. Term of Declaration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and the Project, and shall inure to the benefit of and shall be enforceable by the Association, its respective legal representatives, successors-in-interest and permitted assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument, signed by all of the then Owners and all of the Mortgagees, has been recorded, agreeing to revoke and/or terminate this Declaration.

9.15. Captions. The captions used hereunder are for convenience only and do not limit or amplify the provisions hereof.

9.16. Construction. Whenever a word is used in the singular, the same shall include the plural, and vice versa. Whenever a word of any gender (i.e., masculine, feminine or neuter) is used herein, the same shall include each other gender, as applicable.

9.17. Effective Date. All references herein to the date hereof or the effective date hereof shall be deemed to refer to the date which this Declaration has been executed, as set forth below.

(Remainder of page left blank)

The undersigned, being the Declarant herein, has executed this amended and restated Declaration on this 7 day of May, 2017.

DECLARANT:

STILLWATER SEVILLE MCCOMMAS, LP,
a Texas limited partnership

By: Stillwater McCommas Management LLC

Its: General Partner

By: Stillwater Capital Investments, LLC

Its: Manager

By: [Signature]

Printed Name: Rich Coan

Its: Manager

Unofficial Copy

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

Description of a 42,430 square foot (0.974 acre) tract of land situated in the Ammon McCommas Survey, Abstract No. 911, City of Dallas, Dallas County, Texas; said tract being part of V.C. McCullough's Addition, an addition to the City of Dallas according to the plat recorded in Volume 1, Page 312 of the Map Records of Dallas County, Texas; said tract also being all that tract of land described in Special Warranty Deed to Stillwater Seville McCommas, LP recorded in Instrument No. 201600004333 of the Official Public Records of Dallas County, Texas; said 42,430 square foot (0.974) acre tract being more particularly described as follows:

COMMENCING at the intersection of the south right-of-way line of McCommas Boulevard (a 50-foot wide right-of-way) and the east right-of-way line of Greenville Avenue (a variable width right-of-way); said point also being the northwest corner of that tract of land described in Warranty Deed to Fred D. Wolff recorded in Volume 81024, Page 2245 of the Deed Records of Dallas County, Texas;

THENCE, North 89 degrees, 18 minutes, 52 seconds East, along the said south line of McCommas Boulevard and the north line of said Fred D. Wolff tract, a distance of 100.00 feet to a "+" cut in concrete found for the Point of Beginning; said point being in the northwest corner of said Stillwater Seville McCommas, LP tract;

THENCE North 89 degrees, 18 minutes, 52 seconds East, along the said south line of McCommas Boulevard, a distance of 280.50 feet to a "+" cut in concrete found for the northeast corner of said Stillwater Seville McCommas, LP tract and the northwest line of that tract of land described in General Warranty Deed to TGHM Properties, LP recorded in Instrument No. 200600083206 of the Official Public Records;

THENCE, South 00 degrees, 53 minutes, 29 seconds East, departing the said south line of McCommas Boulevard and along the west line of said TGHM Properties, LP tract, a distance of 150.96 feet to a "+" cut in concrete found for corner in the north line of a variable width alley right-of-way; said point being the southeast corner of said Stillwater Seville McCommas, LP tract;

THENCE, South 89 degrees, 12 minutes, 14 seconds West, departing the said west line of TGHM Properties, LP tract and along the said north line of said alley right-of-way, a distance of 280.64 feet to a "+" cut in concrete found in the east line of said Fred D. Wolff tract; said point being the southwest corner of said Stillwater Seville McCommas, LP tract;

THENCE, North 00 degrees, 50 minutes, 22 seconds West, departing the said north line of the alley right-of-way, a distance of 151.50 feet to the POINT OF BEGINNING;

CONTAINING 42,430 square feet or 0.974 acres of land, more or less.

EXHIBIT B-1

PLAT AND CONDOMINIUM PLAN

[See attached]

Unofficial Copy

DESCRIPTION OF PROPERTY SURVEYED

DESCRIPTION, of a 42,430 square foot (0.974 acre) tract of land situated in the Ammon GREENWOOD Survey, Abstract No. 911, City of Dallas, Dallas County, Texas; said tract being Part of V.C. McCullough's Addition, an addition to the City of Dallas according to the plat recorded in Volume 1, Page 312 of the Map Records of Dallas County, Texas; said tract also being all of that tract of land described in Special Warranty Deed to Stillwater Seville GREENWOOD, LP recorded in Instrument No. 201600004333 of the Official Public Records of Dallas County, Texas; said 42,430 square foot (0.974 acre) tract being more particularly described as follows:

COMMENCING, at the intersection of the south right-of-way line of GREENWOOD Boulevard (a 50-foot wide right-of-way) and the east right-of-way line of Greenville Avenue (a variable width right-of-way); said point also being the northwest corner of that tract of land described in Warranty Deed to Fred D. Wolff recorded in Volume 81024, Page 2245 of the Deed Records of Dallas County, Texas;

THENCE, North 89 degrees, 18 minutes, 52 seconds East, along the said south line of GREENWOOD Boulevard and the north line of said Fred D. Wolff tract, a distance of 100.00 feet to a "+" cut in concrete found for the POINT OF BEGINNING; said point being the northwest corner of said Stillwater Seville GREENWOOD, LP tract;

THENCE, North 89 degrees, 18 minutes, 52 seconds East, along the said south line of GREENWOOD Boulevard, a distance of 280.50 feet to a "+" cut in concrete found for the northeast corner of said Stillwater Seville GREENWOOD, LP tract and the northwest corner of that tract of land described in General Warranty Deed to TGHM Properties, LP recorded in Instrument No. 200600083206 of the said Official Public Records;

THENCE, South 00 degrees, 53 minutes, 29 seconds East, departing the said south line of GREENWOOD Boulevard and along the west line of said TGHM Properties, LP tract, a distance of 150.96 feet to a "+" cut in concrete found for corner in the north line of a variable width alley right-of-way; said point being the southeast corner of said Stillwater Seville GREENWOOD, LP tract;

THENCE, South 89 degrees, 12 minutes, 14 seconds West, departing the said west line of TGHM Properties, LP tract and along the said north line of said alley right-of-way, a distance of 280.64 feet to a "+" cut in concrete found in the east line of said Fred D. Wolff tract; said point being the southwest corner of said Stillwater Seville GREENWOOD, LP tract;

THENCE, North 00 degrees, 50 minutes, 22 seconds West, departing the said north line of the alley right-of-way, a distance of 151.50 feet to the POINT OF BEGINNING;

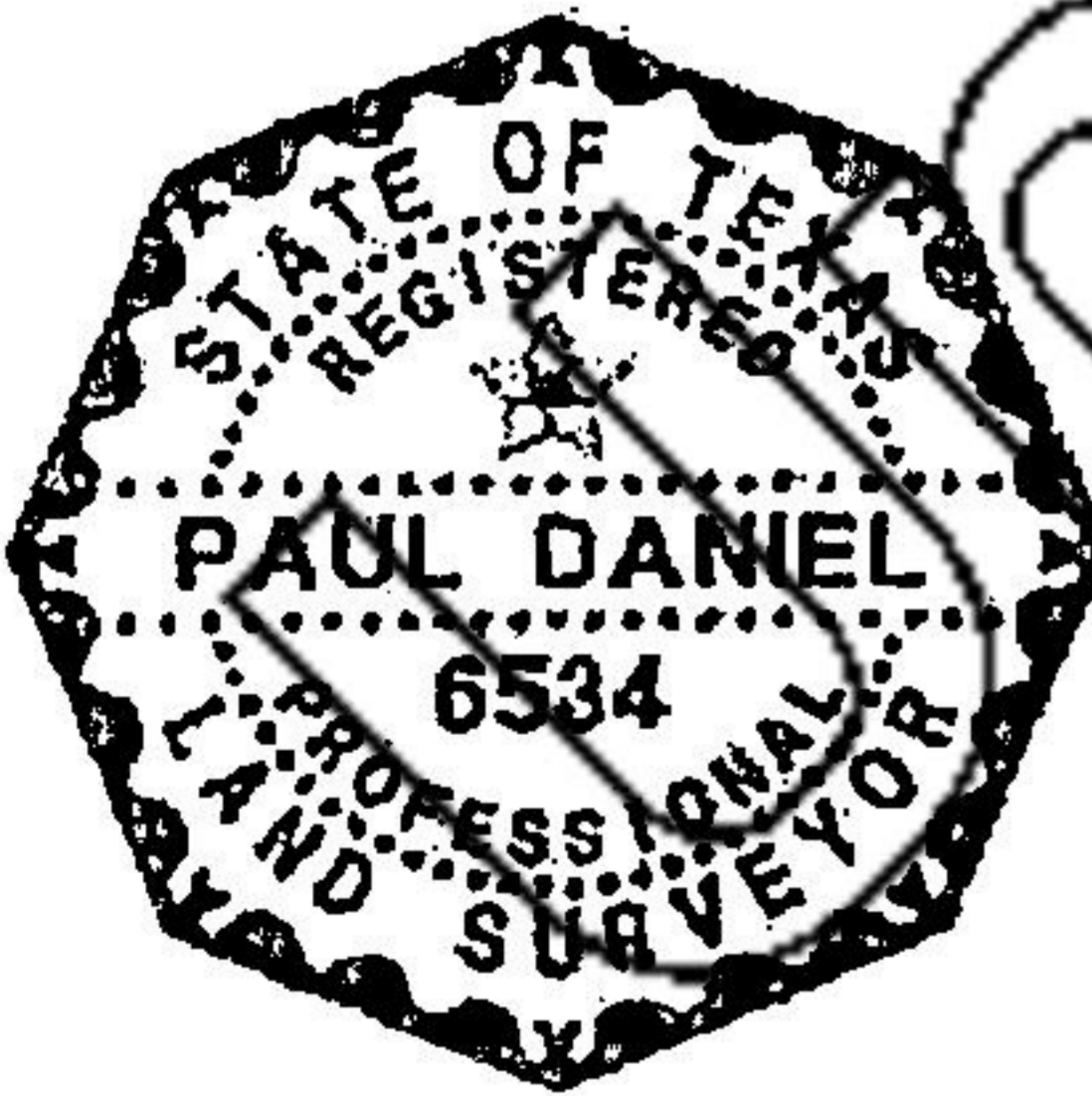
CONTAINING: 42,430 square feet or 0.974 acres of land, more or less.

SURVEYOR'S CERTIFICATE

THAT I, Paul Daniel, 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 5th day of January, 2017.



Paul Daniel
 Registered Professional Land Surveyor
 No. 6534
 pdaniel@pkce.com

▲	03/20/2017	ADDED STAIRWELL SF
▲	03/13/2017	ADDRESSED COMMENTS
NO.	DATE	REVISION

Pacheco Koch 6100 WESTERN PLACE, SUITE 1001
 FORT WORTH, TX 76107 817.412.7155
 TX REG. ENGINEERING FIRM F-14439
 TX REG. SURVEYING FIRM LS-10193824

**GREENWOOD FLATS
 CONDOMINIUMS**
 PART OF V.C. McCULLOUGH'S ADDITION
 AMMON GREENWOOD SURVEY, ABSTRACT NO. 911,
 CITY OF DALLAS, DALLAS COUNTY, TEXAS
 PAGE 1 OF 18

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
PMD/RMT	PMD/MCB	NONE	01/05/2017	2483-16.548

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NOTES PERTAINING TO BUILDING ON SITE

1. All hallways, stairs, elevators and landings, which are not located within a unit, are General Common Elements.
2. All areas on site, outward from the building to the property lines are General Common Elements of the condominium unless otherwise shown.
3. All parking spaces are General Common Elements. The remainder of the ground level is a General Common Element.
4. All balconies are Limited Common Elements.
5. The unit dimensions extend into wall and floor cavities as described in the declaration, and summarized here:

For units on floors 2 and 3, the lower boundary is the underside of the subflooring.

Each unit's upper boundary is the exterior surface of the sheetrock comprising the unit's perimeter ceilings.

On party walls, walls between units, one half of the wall cavity is within the units dimensions. The unit's lateral boundaries are the planes defined by the midpoints of the party wall.

On all other perimeter walls, the entire wall cavity is within the unit's dimensions. The unit's lateral boundaries are the planes defined by the inside-facing surfaces of the material comprising the outermost component of the exterior wall and by the outside-facing surfaces of the outermost component of doors and windows in the perimeter walls.

6. The finished floor elevations and unit dimensions shown hereon are based on architectural plans by NO1FNG, LLC dated September 10, 2015 for 5714 GREENWOOD Blvd., Dallas, TX 75206. They have not been field verified.
7. As of the date of this survey, none of the on site improvements, except for the three foundations have been built. All paving and utilities shown on the survey are based on civil plans by Michael Peoples Engineers and Planners dated October 22, 2015 for City Plan File No. S 145-225. All improvements shown on survey MUST BE BUILT.

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6100 WESTERN PLACE, SUITE 1001
 FORT WORTH, TX 76107 817.412.7155
 TX REG. ENGINEERING FIRM F-14439
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**GREENWOOD FLATS
 CONDOMINIUMS**
 PART OF V.C. McCULLOUGH'S ADDITION
 AMMON GREENWOOD SURVEY, ABSTRACT NO. 911,
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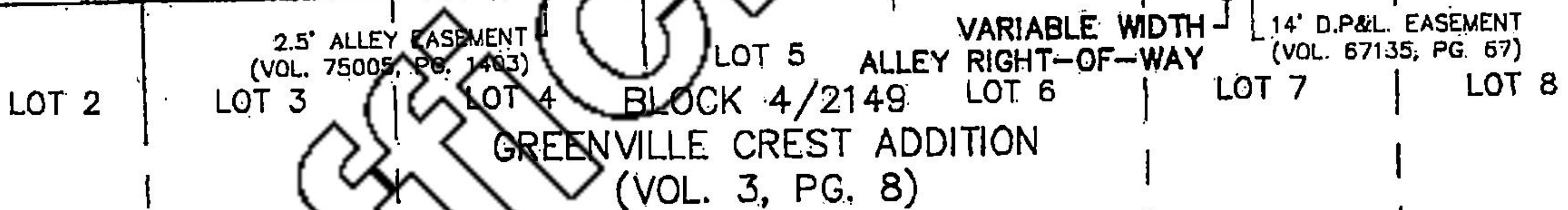
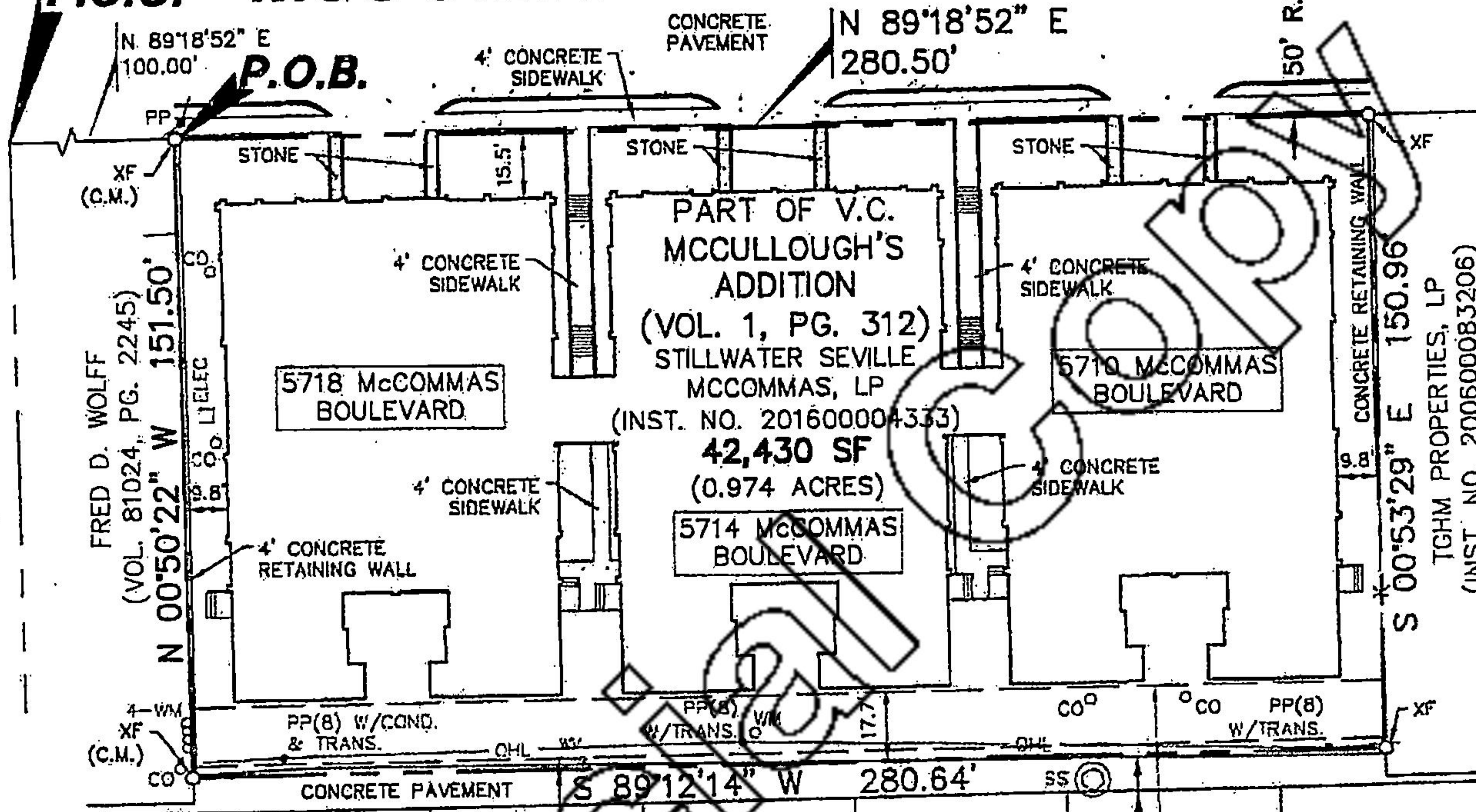
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PMD/RMT	PMD/MCB	NONE	01/05/2017	2483-16.548

SITE PLAN

GREENVILLE AVENUE

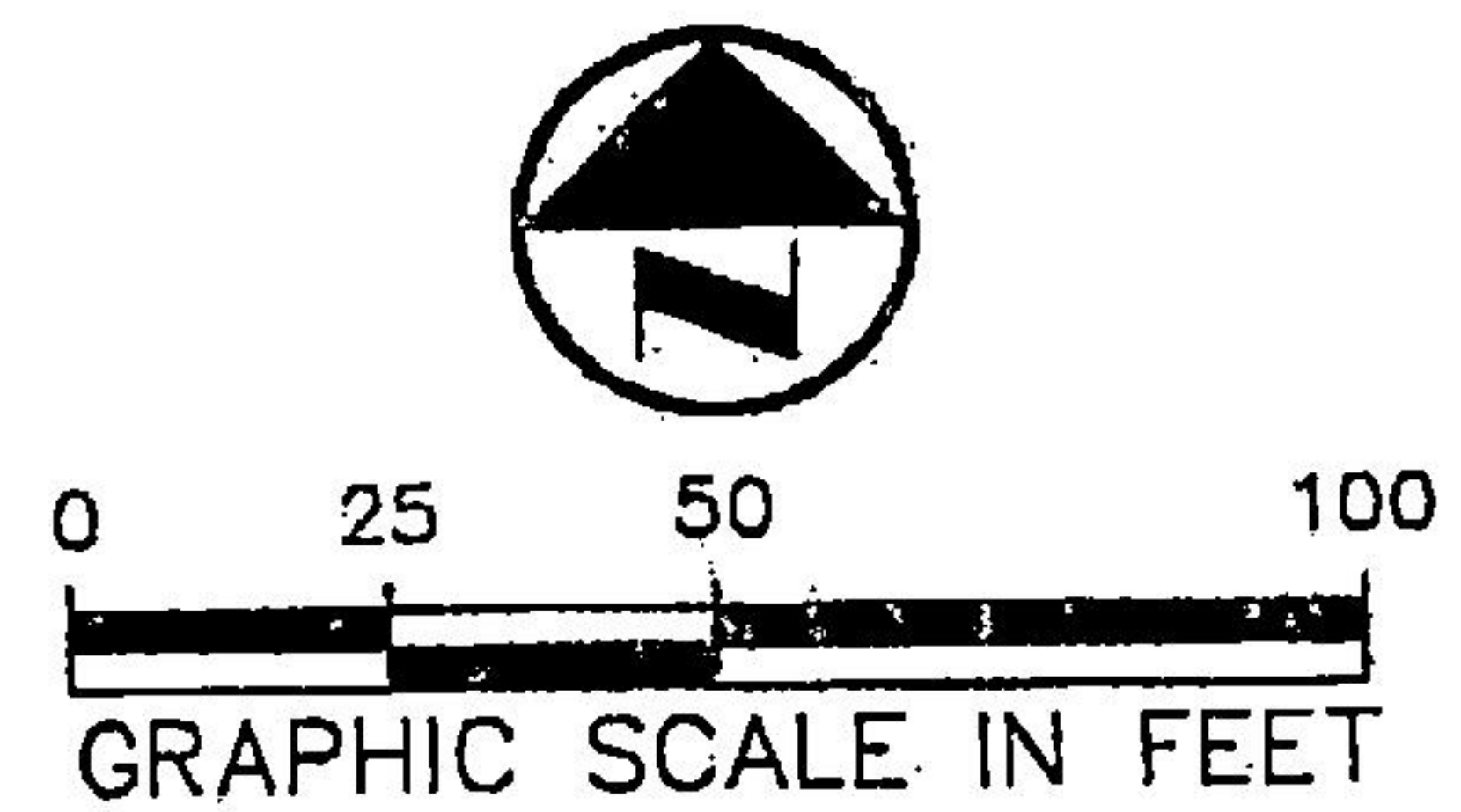
(VARIABLE WIDTH RIGHT-OF-WAY)

P.O.C. McCOMMAS BOULEVARD



**MUST BE BUILT
(SEE NOTE 7)**

LEGEND	
	PROPERTY LINE
	EASEMENT LINE
	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.)	- CONTROLLING MONUMENT
P.O.C.	- POINT OF COMMENCING
P.O.B.	- POINT OF BEGINNING



Pacheco Koch 6100 WESTERN PLACE, SUITE 1001
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**GREENWOOD FLATS
CONDOMINIUMS**

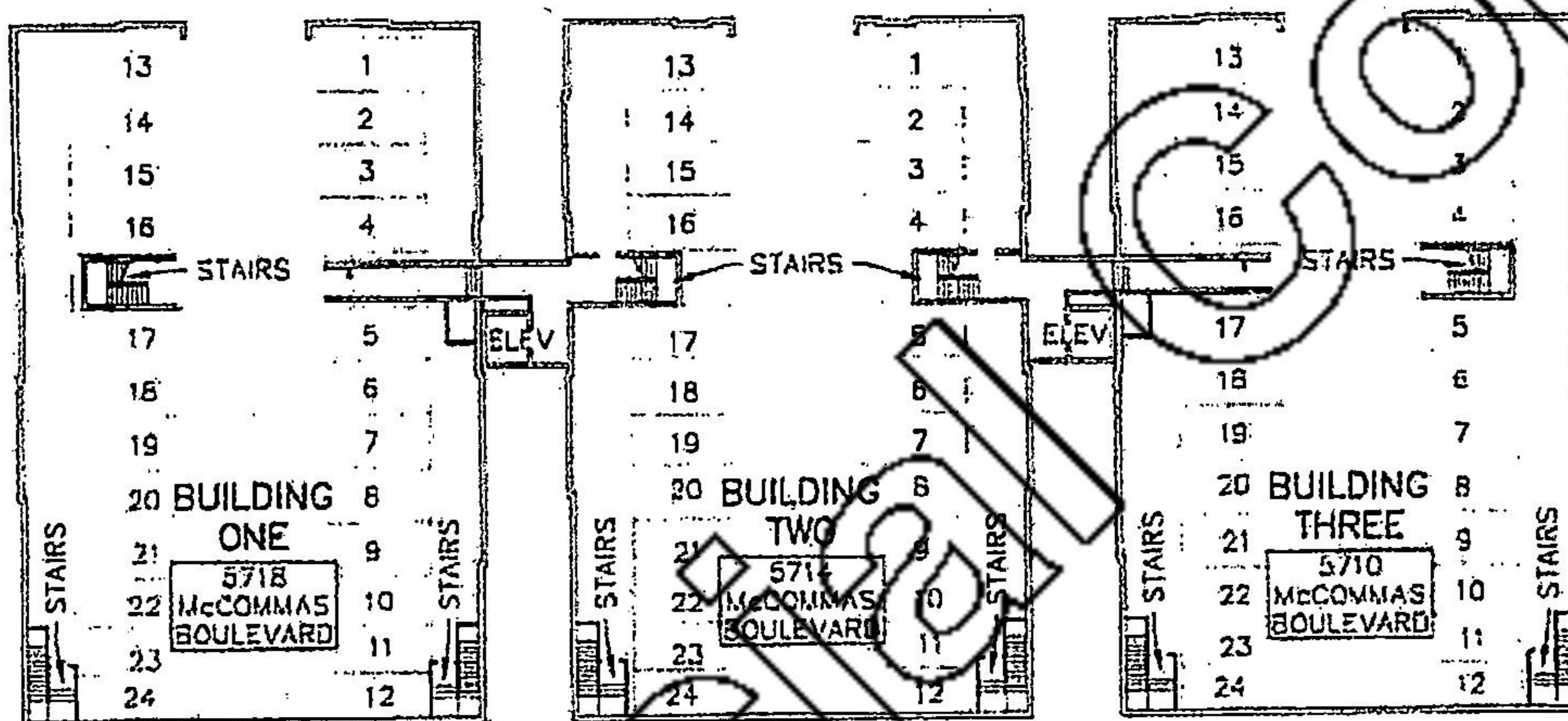
PART OF V.C. MCCULLOUGH'S ADDITION
AMMON GREENWOOD SURVEY, ABSTRACT NO. 911,
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PARKING

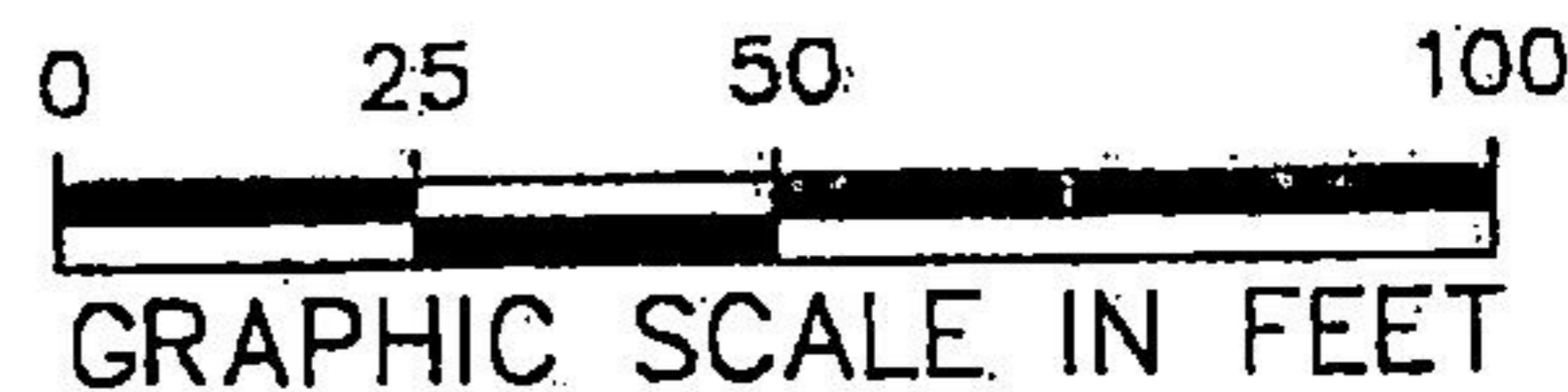


NOTE:

The elevations of building one are between 590.7' and 600.7' based on a finished floor elevation of 600.66' at ground level.

The elevations of building two are between 592.7' and 602.7' based on a finished floor elevation of 602.66' at ground level.

The elevations of building three are between 594.7' and 604.7' based on a finished floor elevation of 604.66' at ground level.



LEGEND	
##	- PARKING UNIT

Pacheco Koch

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FORT WORTH, TX 76107 817.412.7155
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**GREENWOOD FLATS
CONDOMINIUMS**
PART OF V.C. MCULLOUGH'S ADDITION
AMMON GREENWOOD SURVEY, ABSTRACT NO. 911,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
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GARAGE FLOOR UNITS



BUILDING ONE



BUILDING TWO



BUILDING THREE

NOTE:

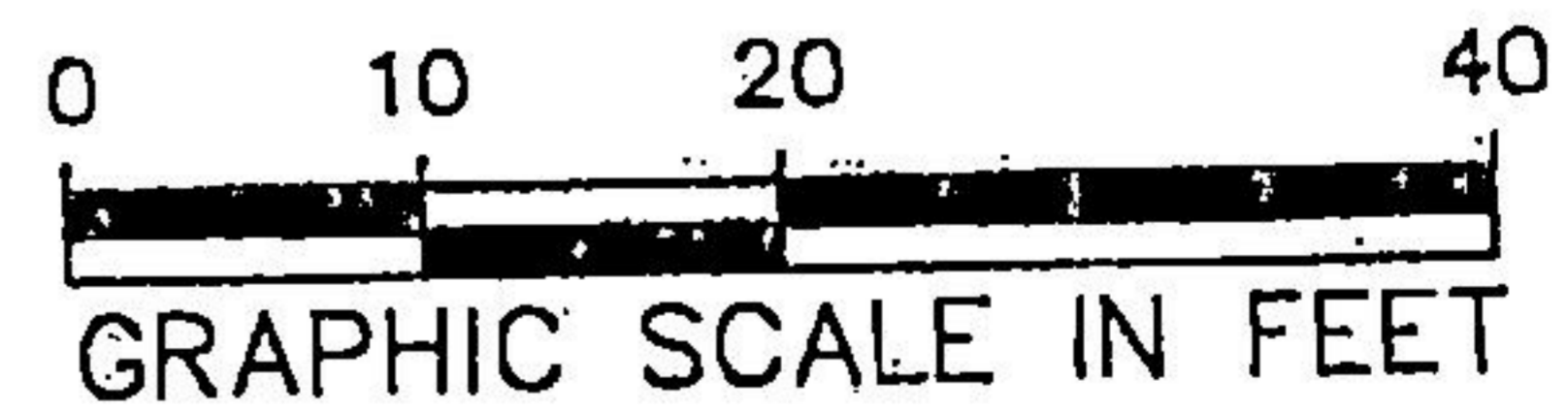
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The elevations of building three are between 594.7' and 604.7' based on a finished floor elevation of 604.66' at ground level.

LEGEND

- RESIDENTIAL UNIT



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GREENWOOD FLATS CONDOMINIUMS

PART OF V.C. MCULLOUGH'S ADDITION
 AMMON GREENWOOD SURVEY, ABSTRACT NO. 911,
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