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SUZANNE ANDERSON  
COUNTY CLERK

**DECLARATION**

**OF**

**LE BIJOU CONDOMINIUMS**  
a Condominium

**ARTICLE I**  
**SUBMISSION; DEFINED TERMS**

**Section 1.01. Submission of Real Estate.** Le Bijou Condominiums, L.P. (the "Declarant"), owner in fee simple of the real estate described in Section 2.02 located in Tarrant County, Texas, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of Chapter 82 of the Texas Property Code, known as the Texas Uniform Condominium Act (the "Act").

**Section 1.02. Defined Terms.** Each capitalized term not otherwise defined below, elsewhere in this Declaration or in the Plats and Plans shall have the meanings specified or used in the Act.

"ACC" means the Architectural Control Committee as established and appointed by the Board from time to time, and consisting of the number of members thereof as deemed appropriate by the Board. To the extent that no ACC has been established by the Board, or such committee has been disbanded by the Board, all approvals herein required of the ACC shall be sought from the Board.

"Articles" means the Articles of Incorporation of the Association that are or shall be filed in the Office of the Secretary of State of the State of Texas.

"Assessments" mean a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Condominium and its Unit Owners, together with dues, fees, charges, interest, late fees, fines, collection costs, attorneys' fees, and any other amount due to the Condominium Association by each Unit Owner or levied against a Unit by the Condominium Association or otherwise permitted by the Condominium Act.

"Association" means the **LE BIJOU CONDOMINIUM ASSOCIATION, INC.**, a corporation organized under the Texas Non-Profit Corporation Act for the management of the Project, the membership of which consists of all of the Owners of Units.

"Board" means the Board of Directors of the Association.

"Bylaws" mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board.

"Condominium" means the separate ownership of single units in a multiple-unit structure or structures with common elements.

"Common Elements" means all elements of the Project except the separately owned Units, and includes both general and limited common elements.

"Declarant" means Le Bijou Condominiums, L.P. and its successors and assigns.

"Declaration" means this Declaration document and all that it contains.

"Declarant Control" means the period commencing on the date of this Declaration and continuing until the earlier to occur of the date which is (i) three (3) years after the date that the first deed from Declarant to a Unit Owner is recorded in the Real Property Records of the County or (ii) one hundred twenty (120) days after the date that deeds to not less than seventy-five percent (75%) of the Units have been recorded in the Real Property Records of the County.

"Floor Plans" means the drawings attached hereto depicting the exterior and interior structural/permanent walls on each floor of the Condominium building, as well as an identification of Unit numbers, mechanical rooms, stairwells, and elevators located upon such floor.

"General Common Elements" means all portions of the Common Elements that are not Limited Common Elements. The General Common Elements shall include, but not be limited to (i) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to the Units and to Common Elements and/or the Project; and (ii) easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements and/or the Project; and (iii) installations for the furnishing of utility services to the Common Elements or to a Unit other than the Unit containing the installation; and (iv) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (v) fixtures on property owned or held for the common use, benefit and enjoyment of all Unit Owners; and (vi) cross-easements for ingress, egress, support, maintenance, repair, replacements and utilities; and (vii) easements for encroachments by the perimeter walls, ceilings and floors surrounding each Unit caused by the settlement or movement of the Project or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist; (viii) General Common Areas; and (ix) easements set forth herein, but not including those easements which are Limited Common Elements; and, (x) to the extent not located within a Unit, wiring, wiring backbone, and telecommunications equipment (whether owned by, or leased to, the Association); and (xi) exterior cleaning,

maintenance, repair equipment and apparatuses (whether owned by, or leased to, the Association.

“Governing Instruments” mean the Declaration, the Articles of Incorporation and Bylaws of the Association, Rules & Regulations, Architectural Guidelines, and any other document adopted by the Association and designated as a Governing Instrument.

“Initial Working Capital Contribution” means an amount equal to three months of regular dues, to be paid in addition to other dues and assessments required herein and to be held by the Declarant/Association and administered as part of the Working Capital Fund.

“Limited Common Elements” mean the Common Elements allocated for the exclusive use of one or more but less than all of the Units and may include, without limitation.

- (a) “Air handlers”, pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units; and
- (b) Such portions of the perimeter walls floors and ceilings, doors, vestibules, windows, entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries but which are common to the Units on a particular floor or in a particular Building, and the like,
- (c) Parking spaces designated as an appurtenance to a Unit; and
- (d) Balcony or patio structures serving exclusively a single Unit or one or more adjoining Units, including, without limitation, rooftop patio areas atop each Unit, the airspace thereof being part of the Unit.

“Manager” means the person or corporation, if any, appointed by the Board to manage the Project.

“Owner(s)” means any person that owns a Unit within the Project.

“Past Due Rate” means the lower of eighteen (18%) percent per annum or the highest rate allowed by law.

“Person” means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.

“Project” means the entire parcel or the Property described in Exhibit A, including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium.

“Rules” mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to this Declaration.

“Site Plan” means the drawing attached hereto depicting the footprint of the improvements constituting the Project, excluding the Parking Garage.

“Survey” means that certain survey plat dated June 22, 2006 prepared by Gerry Curtis Associates, Inc. attached hereto as Exhibit C, including, without limitation, the dimensional drawings that horizontally and vertically identify and describe the Units and such other information as is desirable or required pursuant to the Condominium Act, including a certification as to compliance with the Condominium Act. The measurements set forth on the Survey as to each Unit are nominal values taken from the plans and specifications for the Condominium Property and may not be precisely accurate as to any Unit due to variances in construction and interior floor plans. Declarant shall not be liable to any owner as a result of any discrepancies in actual Unit measurements from those set forth on the Survey, and each Owner, by accepting a deed to a Unit, waives any such claim or cause of action against Declarant.

“Unit Owner” means the owner of a fee simple estate in a Condominium Parcel (the fee simple estate being subject to all title exceptions and items of record affecting the Property in Tarrant County, Texas).

“Unit or Units” means that portion of the Condominium subject to exclusive ownership as identified and designated in the Survey and Plot Plan contained in Exhibit C. Each Unit consists of (i) the volumes of space enclosed by the unfinished inner surfaces of perimeter walls (as extended adjacent to the innermost surface of the exterior windows and balcony doors and their frames), ceilings and floors thereof, but excluding vents, balcony doors (and their frames) and exterior windows (and their frames) and balconies and other structural elements, (ii) all interior dividing walls and partitions (including the space occupied by such interior walls and partitions) excepting load-bearing interior walls and partitions, (iii) the decorated inner surfaces of the perimeter interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as part of the physical structure of the Unit, (iv) all fixtures, mechanical systems and equipment installed for the sole and exclusive use of the Unit, (v) any party walls located between two Units which are combined to form a single living residence, and (vi) interior doors adjacent to interior hallways. Exterior windows (and their frames) and balcony doors (and their frames) are excluded from and are not part of the Unit. Notwithstanding any provision to the contrary, pipes, wires, conduits, or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Unit, or any of the structural members or portions of any kind, including fixtures and appliances and stairways within the Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Project or another Unit, shall not be deemed to be part of any Unit. For purposes of calculating the percentage ownership of Common Elements shown on Exhibit “B” (which is based on the relative floor area of each Unit), the area of each Unit was calculated as measured

from the inside surface of the exterior walls of each Unit, to the midpoint of interior demising walls between Units, and to the mid-point of all walls of such Unit adjacent to corridors or other common areas, and without deduction for any columns, vents, chutes, or other structural elements.

**ARTICLE II**  
**NAMES; DESCRIPTION OF REAL ESTATE**

**Section 2.01. Names.**

(a) **Condominium.** The name of the Condominium is LE BIJOU CONDOMINIUMS.

(b) **Association.** The name of the Association is LE BIJOU CONDOMINIUMS OWNERS' ASSOCIATION, INC.

**Section 2.02. Real Estate.** The Condominium is located in Tarrant County, Texas. The real estate of the Condominium is described in Exhibit A.

**ARTICLE III**  
**THE ASSOCIATION**

**Section 3.01. Authority.** The business affairs of the Condominium shall be managed by the Association, acting through its Board of Directors. The Association shall be governed by its bylaws, as amended from time to time.

**Section 3.02. Powers.**

(a) The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium.

(b) The Association may assign its future income, including its rights to receive Assessments, only by the affirmative vote of Unit Owners of Units to which at least 51 percent of the votes in the Association are allocated, at a meeting called for that purpose.

**Section 3.03. Declarant Control.** The Declarant shall, and hereby retains, the power to appoint and remove officers and members of the Board throughout the Declarant Control Period.

**ARTICLE IV**  
**UNITS**

**Section 4.01. Number of Units.** The number of Units in the Condominium is fourteen (14). The Declarant reserves rights to create additional Units as set forth in this Declaration.

**Section 4.02. Identification of Units.** The identification number of each Unit, as well as the address thereof, is shown on the Plats or Plans or both.

**Section 4.03. Unit Boundaries.** The boundaries of each Unit are located as shown on the Plats and Plans and consist of the Walls, Floors, and Ceilings of a Unit. Any balcony appurtenant to a Unit shall be a part of that Unit.

#### ARTICLE V

#### COMMON ELEMENTS; LIMITED COMMON ELEMENTS

**Section 5.01. Allocation of Reserved Limited Common Elements.** Portions of the Common Elements are marked on the Plats and Plans as "Common Elements" which may be allocated as "Limited Common Elements." These portions of the Common Elements include, without limitation, vehicle parking areas. The Declarant reserves the right to allocate specified areas which constitute a part of these Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which these specified areas shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Element areas pursuant to the provisions of Section 82.058 of the Act (i) by making such an allocation in a recorded instrument or (ii) in the deed to the Unit to which such Limited Common Element storage area shall be appurtenant or (iii) by recording an appropriate amendment to this Declaration. Such allocations by the Declarant may be to Units owned by the Declarant.

**Section 5.02. Allocation of Specified Common Elements.** The Board may designate parts of the Common Elements from time to time for use by less than all of the Unit owners or by non-owners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board. Any such designation by the Board shall not be a sale or disposition of such portions of the Common Elements.

#### ARTICLE VI

#### ALLOCATED INTERESTS

**Section 6.01. Allocated Interests.** The undivided interest in the Common Elements, the Common Expense liability and votes in the Association allocated to each Unit are set forth in Exhibit B.

**Section 6.02. Determination of Allocated Interests.** The interests allocated to each Unit have been calculated as follows:

- (a) the undivided interest in Common Elements, on the basis of proportionate floor area of the Units;
- (b) the percentage of liability for Common Expenses, on the basis of proportionate floor area of the Units; and
- (c) the number of votes in the Association, on the basis of one vote per each of the fourteen (14) units.

**ARTICLE VII**  
**RESTRICTIONS ON USE, ALIENATION, AND OCCUPANCY**

**Section 7.01. Use and Occupancy Restrictions.** All Units shall be used and occupied solely for residential purposes. Provided, however, Units may be used for a home office if and to the extent that (a) such use is not disallowed by City ordinances and (b) the use as a home office does not unreasonably interfere with the use and occupancy by other Unit owners due to excessive traffic and/or noise.

**Section 7.02. Restrictions on Alienation.** A Unit may not be conveyed pursuant to a time-sharing arrangement. A Unit may not be leased or rented for a term of less than 60 days. All leases and rental agreements shall be in writing and subject to the reasonable requirements of the Board.

**Section 7.03. Rules.** All uses and occupancy of the Units shall be in compliance with the Rules of LE BIJOU OWNERS' ASSOCIATION, INC.

**ARTICLE VIII**  
**EASEMENTS AND LICENSES**

**Section 8.01.** Each of the following easements is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium:

- (a) **Utility Services.** Easements as may be required for utility services in order to adequately serve the Condominium Property or any Unit, Limited Common Element, or Common Element, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, internet, satellite television facilities, cable television facilities and any electronic security facilities. However, easements through a Unit shall be only according to the plans and specifications for the Project or as the Project is actually constructed, or reconstructed. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs the utility services using these easements. The Condominium Association or its designee shall have a right of access to each Unit and the improvements constructed thereon when necessary for the maintenance, repair or replacement of

any Common Elements (which include Limited Common Elements) or for making emergency repairs which are necessary to prevent damage to the Common Elements (which include Limited Common Elements) or to another Unit or Units, provided, however, such right of access shall not be deemed to be an easement and shall not unreasonably interfere with the Unit Owner's permitted use of the Unit and, except in the event of an emergency, entry into any Unit shall be made on reasonable notice to the Unit Owner.

(b) Use of Common Elements. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Unit Owners and residents of the Condominium, and their tenants, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

(c) Grant of Additional Easements. Declarant hereby reserves for both the Declarant, prior to the termination of Declarant Control, and the Condominium Association, after the termination of Declarant Control, the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Unit Owners and residents of the Condominium and their tenants, guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Condominium Association and/or the Unit Owners and residents of the Condominium and their tenants, guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Condominium Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the health, safety or welfare of the Unit Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of any Units for dwelling purposes, no joinder of any Unit Owner or any mortgagee of any Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Unit for dwelling purposes, only the joinder of the Unit Owners and mortgagees of any Units so affected shall be required. To the extent required, all Unit Owners hereby irrevocably appoint the Declarant, prior to the termination of Declarant Control, and the Condominium Association, after the termination of Declarant Control, as their attorney-in-fact for the foregoing purposes.

**ARTICLE IX**  
**AMENDMENT OF DECLARATION**

**Section 9.01. Permitted Methods.** This Declaration may be amended only in accordance with Section 82.067 of the Act to include, without limitation, an amendment to add additional condominium units to this Declaration.

ARTICLE X  
PLAT OR PLAN

**Section 10.01. Plat and Plans.** A project plat and unit plans are attached to this Declaration as Exhibit C.

ARTICLE XI  
RECONSTRUCTION AFTER LOSS

**Section 11.01. Obligation to Rebuild.** In the event of a casualty to the Condominium, the Association shall rebuild or repair according to Section 82.111(i) of the Act.

ARTICLE XII  
SPECIAL DECLARANT RIGHTS AND DEVELOPMENT RIGHTS

**Section 12.01. Special Declarant Rights.** The Declarant reserves the following Special Declarant Rights:

- (a) the right to complete or make improvements indicated on the Plats and Plans;
- (b) the right to maintain a sales and management office in a Unit;
- (c) the right to maintain signs on the Condominium to advertise the Condominium; and
- (d) the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration.
- (e) add additional real property, and therefore additional condominium units, to this Declaration and thereby amend this Declaration to include said additional units and re-allocate voting and expenses to all condominium units covered by the amended Declaration.

**Section 12.02. Limitations on Special Declarant Rights.** Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant for the period of time specified in the Act.

**Section 12.03. Development Rights.** The Declarant reserves the right to add additional real property, and therefore additional condominium units, to this Declaration and thereby amend this Declaration to include said additional units and re-allocate voting and expenses to all condominium units covered by the amended Declaration. The maximum number of additional units which may be added by the Declarant is thirteen (13) units;

provided that subdivision of a unit into two or more smaller units shall not be deemed as the addition of additional units.

**ARTICLE XIII**  
**INTEREST RATE**

**Section 13.01. Interest on Delinquent Assessments.** In the event of default in the payment of any monetary obligation to the Association, an owner shall be obligated to pay interest on the principal amount, from the due date, at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law.

**Section. 13.02. Default Interest Rate.** If the Board shall refuse or fail, from time to time, to determine a rate of interest, the rate of interest shall be the maximum permitted by law.

**ARTICLE XIV**  
**MAINTENANCE, REPAIR AND REPLACEMENT**

**Section 14.01. Limited Common Elements.** The Owner of a Unit to which any porch, balcony or patio is attached shall be responsible for removal of rubbish and debris therefrom, and shall be responsible for the maintenance and repair thereof. Without limitation of the foregoing, the rooftop decks (all improvements above the structural roof and asphalt) to include decking materials, hot tubs/spas, lighting, sound systems and related equipment or accessories) shall be repaired, maintained, and insured by the Owner of the Unit to which such rooftop deck is attached.

**Section 14.02. Expense Allocation.** Any common expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed equally against the Units to which the Limited Common Element is assigned.

**ARTICLE XV**  
**ASSESSMENTS**

**Section 15.01. Covenant to Pay.** The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by the Condominium Act, this Declaration and/or the Bylaws. The Declarant covenants and agrees for each Unit owned by it in the Le Bijou Condominiums, and each Owner by acceptance of the deed to such Owner's Unit is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. Provided, however, that Declarant shall not be required to pay any assessments, reserve, (regardless of the designation or category of assessment or reserve, whether regular, special, reserve fund, capital reserve fund, or howsoever otherwise designated) on Units owned by the Declarant until the termination of Declarant's control. All moneys collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of General Common Elements and Limited Common

Elements. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

**Section 15.02. Regular Assessments.**

(a) Regular assessments shall be made in accordance with the following. Within thirty (30) days after the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Owner according to the ratio of the number of Units owned by said Owner to the total number of Units in the Project subject to assessment. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month.

(b) Common Expenses shall include, but not be limited to, costs and expenses incurred or expended by the Condominium Association for operation, maintenance and management of the Condominium Property, assessments payable or allocable to the Condominium Association or the Condominium Property, and any other person or other association for the maintenance, repair and/or replacement of improvements benefiting the Condominium Property or any part thereof, property taxes and assessments against the Condominium Property, insurance premiums as described elsewhere herein, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Condominium Association, maintenance, repairs and replacement (but only as to the Common Elements and Limited Common Elements, except for emergency repairs or replacements to individual Units deemed necessary to protect the Common Elements and if properly chargeable to the individual Unit concerned the Condominium Association may nevertheless thereafter charge such individual Unit Owner concerned), charges for utilities and water used in common for the benefit of the Condominium or if not separately metered for each Unit and any bulk metered or bulk calculated utility services rendered to the Condominium Property or the Units for their benefit, cleaning and janitorial services for the Common Elements and Limited Common Elements, liability incurred by the Condominium Association in and about the enforcement of its rights and duties against the Owners or others, and the creation of reasonable contingency or reserve requirements for the protection of the Owners and the Condominium Property (i.e., reserves for replacements, operating reserve to cover deficiencies and unforeseen contingencies), and all other expenses declared by the Board of Directors to be Common Expenses from time to time, and any and all other sums due from the Condominium Association under any agreement, lease, contract or undertaking for recreational facilities.

(c) Prior to the commencement of each fiscal year of the Condominium Association, the Board of Directors shall prepare and deliver to each of the Unit Owners a budget setting forth the anticipated Common Expenses for the ensuing

year. Such budget shall be in sufficient detail so as to inform each Unit Owner of the nature and extent of the Common Expenses anticipated to be incurred, and shall be accompanied by a statement setting forth each Unit Owner's monthly share thereof and the date as of which such monthly Assessments commence to be payable. No further communication shall be necessary to establish the amount of each Unit Owner's obligation regarding the monthly Assessments payable hereunder, and the failure of the Board of Directors to timely deliver the budget provided for herein shall in no event excuse or relieve a Unit Owner from the payment of the monthly Assessments contemplated hereby. Any budget prepared and delivered to the Unit Owners as hereby contemplated may be amended as and to the extent reasonably necessary and the amount of a Unit Owners monthly Assessment changed to correspond therewith. Commencing with the next proposed budget prepared after the second anniversary of the closing of the sale of the first Unit and for each fiscal year thereafter, if the controllable condominium costs portion of the proposed budget, as the term "controllable condominium costs" is reasonably defined by the Board, for a fiscal year increases more than twenty percent (20%) above the controllable condominium costs portion of the budget for the preceding fiscal year, such budget must be approved by the affirmative vote of the Unit Owners holding not less than sixty-seven percent (67%) of the Voting Interests of the Members of the Condominium Association. Assessments for Common Expenses shall be borne by Unit Owners in the portions or shares set forth hereinabove.

(d) The Declarant may require the payment of the above-defined Initial Working Capital Contribution at the closing of the initial sale of a Unit from Declarant.

**Section 15.03. Special Assessments.** Special assessments shall be made in accordance with the following. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments. In the event one or more Owner(s) causes the Association to incur expenses in order to bring the Owner into compliance with the provisions of the Association's Bylaws, Rules & Regulations, or other instrument governing the Association or otherwise due such Owner(s)' negligence, breach of the Rules & Regulations, Bylaws, or other instrument governing the Association, the Board may make a Special Assessments against only the Owner(s) which caused such expense to be incurred.

**Section 15.04. Special Assessments for Capital Improvements.** In addition to the Regular Assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures

and personal property related thereto, provided that any such assessment shall have the assent of 66 2/3 percent of the votes of the Units (as such voting percentage is allocated by this Declaration) who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Owners not less than ten (10) days nor more than sixty (60) days in advance setting forth the purpose of the meeting.

**Section 15.05. Limitations on Assessments.** The Board may not, without the approval of a majority vote of the Units (as such voting percentage is allocated by this Declaration), impose a regular annual assessment per Unit that is more than twenty percent (20%) greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring the Owner into compliance with the provisions of the Association's Bylaws, Rules & Regulations, or such other governing instruments.

**Section 15.06. Commencement of Assessments.** Annual Assessments provided for herein shall commence on the first day of the month following the date that certificates of occupancy have been issued for the Condominium. The Board shall use its best efforts to determine and fix the amount of the Annual Assessment and shall send written notice thereof to each Unit Owner at least sixty (60) days in advance of each Annual Assessment period, provided that failure to comply with the foregoing shall not affect the validity of any Assessment levied by the Board. The due dates shall be established by the Board. The Condominium Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Condominium Association, setting forth whether the Assessments on a specified Unit have been paid. Such a certificate shall be conclusive evidence of such payment.

**Section 15.07. Effect of Non-payment of Assessments.** Any Assessment not paid within twenty (20) days after the due date shall be delinquent, shall bear interest at such rate established by the Board from time to time commencing fifteen (15) days after the due date until paid, and shall incur a late payment penalty in an amount to be set by the Board from time to time, not to exceed the maximum permitted by applicable law.

**Section 15.08. Liability for Assessments.** Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

**Section 15.09. Payment of Assessments on Conveyance of Unit.** On the sale or conveyance of a Unit, all unpaid assessments against an Owner for the Owner's share in all Assessments made against such Unit shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

- (a) Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Unit.
- (b) Amounts due under mortgage instruments duly recorded.

**Section 15.10. Liens and Foreclosure for Delinquent Assessments.** The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens.

**Section 15.11. Foreclosure Proceeds.** Should the Association foreclose an assessment lien, the proceeds derived from the sale of such Unit shall be used and disbursed by the Board in the following order:

- (a) For payment of taxes and special assessment lien in favor of any governmental assessing entity;
- (b) For payment of the balance of the lien of any first mortgage;
- (c) For payment of unpaid assessments;
- (d) For payment of junior liens and encumbrances in the order and extent of their priority; and
- (e) The balance remaining, if any, to the Condominium Unit Owner.

**Section 15.12. Transferee Liability.** The Purchaser, Donee or other transferee of a Unit, by deed or other writing (herein called "Grantee"), shall be jointly and severally liable with the transferor of such Unit (herein called "Grantor") for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee, but such transferee shall be entitled to a statement from the Board of Directors, setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessment and the date such assessment becomes due, as well as any credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums. This statement shall be conclusive upon the Association.

**Section 15.13. Lien in Favor of Association.** The Association shall have a lien on each Unit for attorneys' fees or other costs incurred by the Association as a result of an Owner's failure to comply with the Governing Documents and/or the Rules and Regulations. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section

51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens. Declarant hereby reserves and assigns to the Condominium Association a lien, pursuant to the provisions of Section 82.113 of the Condominium Act, against each Unit, Unit Owner, the Rents, if any, payable to the Unit Owner and Insurance Proceeds received by the Unit Owner to secure the payment of all Assessments, which lien shall be and constitute a lien and encumbrance, in favor of the Condominium Association, upon such Unit Owner's Unit, the Rents and any insurance proceeds. The liens established herein shall be prior and superior to all other liens and encumbrances subsequently created upon such Unit Owners Unit, rents and insurance proceeds, regardless of how created, evidenced or perfected, other than the lien securing the payment of a first lien purchase money indebtedness (provided such lien was recorded prior to the date on which the Assessment became delinquent) and the liens for unpaid taxes, assessments and other governmental impositions. The liens and encumbrances created herein may be enforced by any means available at law or in equity, including, without limitation, a non-judicial foreclosure sale of the Unit of a defaulting Unit Owner, such sale to be conducted in the manner set forth in Texas Property Code Section 51.002 (as now written or as hereafter amended). The Unit Owner of each Unit, by acquisition of such Unit Owner's Unit, grants to the Condominium Association a power of sale in connection with the Condominium Association's liens. By written resolution, the Board of Directors may appoint, from time to time, an officer, agent, trustee or attorney of the Condominium Association to exercise the power of, sale on behalf of the Condominium Association. The Condominium Association may bid for and purchase the Unit Owner's Unit, as a Common Expense, at any such foreclosure sale.

**Section 15.14. Continuing Liability; Successor Liability.** A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The liability of a mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's or its successors or assignees acquisition of title is limited to the lesser of:

(a) The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Condominium Association; or

(b) Three percent (3%) of the original principal amount of the mortgage debt. The person acquiring title shall pay the amount owed to the Condominium Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Condominium Association to proceed in the same manner as provided in this section for the collection of unpaid assessments.

**Section 15.15. Right of Redemption.** The Unit Owner of a Unit purchased by the Condominium Association, at a foreclosure sale of the Condominium Association's lien for Assessments, may redeem the Unit not later than the ninetieth (90th) day after the date of the foreclosure sale. To redeem the Unit, the Unit Owner must pay to the Condominium Association all amounts due the Condominium Association at the time of the foreclosure sale, interest from the date of foreclosure sale to the date of redemption at the Past Due Rate, reasonable attorneys' fees and costs incurred by the Condominium Association in foreclosing the lien, any Assessment levied against the Unit by the Condominium Association after the foreclosure sale, and any reasonable costs incurred by the Condominium Association, as Unit Owner of the Unit, including costs of maintenance and leasing. Upon redemption, the Condominium Association shall execute a deed to the redeeming Unit Owner of the Unit. The exercise of the right of redemption is not effective against a subsequent purchaser or lender for value without notice of the redemption after the redemption period expires unless the redeeming Unit Owner of the Unit records prior to such date, the deed from the Condominium Association or an affidavit stating that the Unit Owner has exercised the right of redemption. A Unit that has been redeemed remains subject to all liens and encumbrances on the Unit before foreclosure. All rents collected from the Unit by the Condominium Association from the date of foreclosure sale to the date of redemption belong to the Condominium Association, but the Rents shall be credited against the redemption amount. If the Condominium Association purchases a Unit at a sale foreclosing the Condominium Association's lien, the Condominium Association may not transfer ownership of the Unit during the redemption period to a person other than a redeeming Unit Owner.

**Section 15.16. Notification of Lien Holders.** In the event the Unit Owner of a Unit defaults in the Unit Owner's monetary obligations to the Condominium Association, the Condominium Association may notify other lien holders of the default and the Condominium Association's intent to foreclose its lien. The Condominium Association shall notify any holder of a recorded lien or duly perfected mechanic's lien against a Unit which has given the Condominium Association a written request for notification of the Unit Owner's monetary default or the Condominium Association's intent to foreclose its lien.

**Section 15.17. Deed in Lieu.** Nothing contained in this Declaration shall prohibit the Condominium Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by a general partner and duly authorized agent this \_\_\_ day of November, 2007.

LE BIJOU CONDOMINIUMS, LP

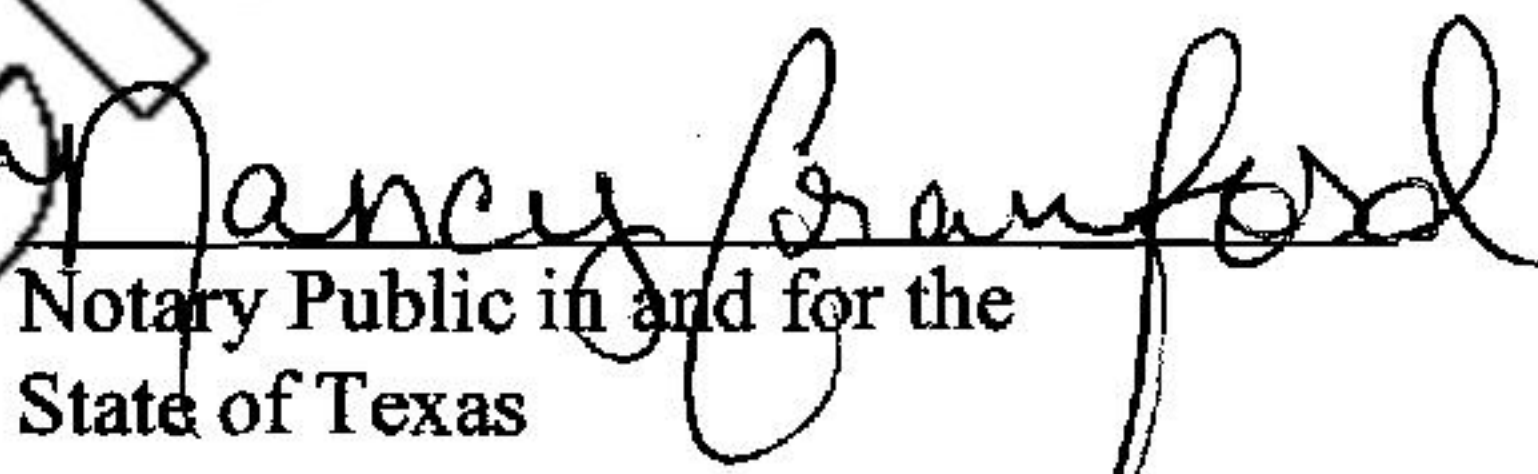
By: Urban Contractors, Inc.  
General Partner

By:   
Ken Schaumburg, President

ACKNOWLEDGMENT

This instrument was acknowledged before me this 12 day of November, 2007, by Ken Schaumburg, President of Urban Contractors, Inc., a Texas corporation, as General Partner of Le Bijou Condominiums, LP, a Texas limited partnership, on behalf of said entities.



  
Notary Public in and for the  
State of Texas

**EXHIBIT "A"**  
**DESCRIPTION OF REAL PROPERTY DEDICATED TO CONDOMINIUM  
DECLARATION**

BEING all of Lot 2 and a portion of Lots 1, 3, and 4, Block 69, ORIGINAL TOWN OF FORT WORTH, Tarrant County, Texas.

BEGINNING at an "x" cut in concrete at the Northwest corner of said Lot 2, being the intersection of the East right-of-way line of East Sixth Street;

THENCE North 60 degrees 06 minutes East 167.31 feet along the South right-of-way line of said East Sixth Street to an iron rod at the Northwest corner of the tract of land conveyed to the State of Texas by the Deed recorded in Volume 3642, Page 597, Deed Records of Tarrant County, Texas;

THENCE along the West and South lines of said State of Texas tract as follows:

1. South 29 degrees 52 minutes East 0.39 feet to an iron rod for a corner;
2. Northeasterly 38.23 feet along a curve to the right, having a radius of 40.0 feet, and long chord bearing North 87 degrees 25 minutes 52 seconds East 36.79 feet to an iron rod for a corner in the East line of aforesaid Lot 1, being the West right-of-way line of Grove Street;

THENCE South 29 degrees 52 minutes East 156.66 feet along the West right-of-way of said Grove Street to an iron rod at the Northeast corner of another tract of land conveyed to the State of Texas by the Deed recorded in Volume 3642, Page 597, Deed Records of Tarrant County, Texas;

THENCE along the North and West boundary line of said State of Texas tract as follow:

1. South 34 degrees 24 minutes West 19.19 feet to an iron rod for a corner;
2. South 29 degrees 43 minutes East 17.74 feet to an iron rod at the Southwest corner of said State of Texas tract, lying in the North right-of-way line of East Seventh Street;

THENCE South 60 degrees 06 minutes West 132.67 feet along the North right-of-way line of said East Seventh Street to the corner of a brick building;

THENCE North 29 degrees 52 minutes West 100.0 feet along the face of said brick building to an iron rod for a corner;

THENCE South 60 degrees 06 minutes West 50.0 feet to an iron rod in the East right-of-way line of aforesaid Jones Street;

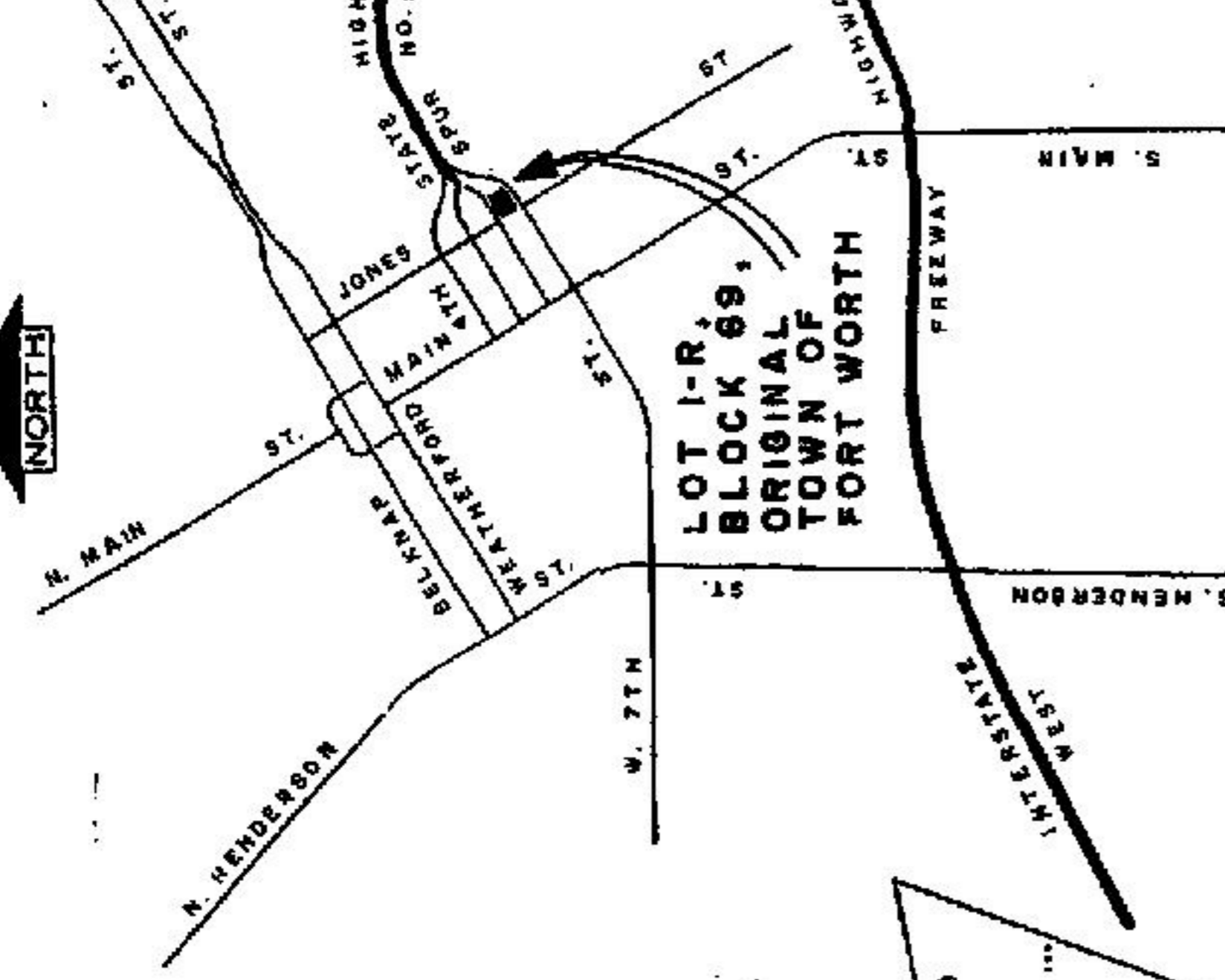
THENCE North 29 degrees 52 minutes West 100.0 feet along the East right-of-way line of said Jones Street to the PLACE OF BEGINNING, containing 0.791 acres (34,444 square feet) of land, more or less;

TOGETHER WITH all rights, title, and interest Grantor may own in Block 69, ORIGINAL TOWN OF FORT WORTH, Tarrant County, Texas.

Exhibit C

LOCATION MAP

SCALE: 1"=2000'



Plat of  
**LOT 1-R, BLOCK 69,  
FORT WORTH (Original Town),**  
in the City of Fort Worth,  
Tarrant County, Texas,  
being parts of LOTS 1, 2, 3, and 4, BLOCK 69,  
FORT WORTH (ORIGINAL TOWN)

CITY OF FORT WORTH TEXAS  
CITY PLAN COMMISSION

NOTE:  
THIS PLAT IS VALID ONLY IF RECORDED WITHIN SIX (6)  
MONTHS AFTER DATE OF APPROVAL.

PLAT APPROVED DATE: 6-22-06

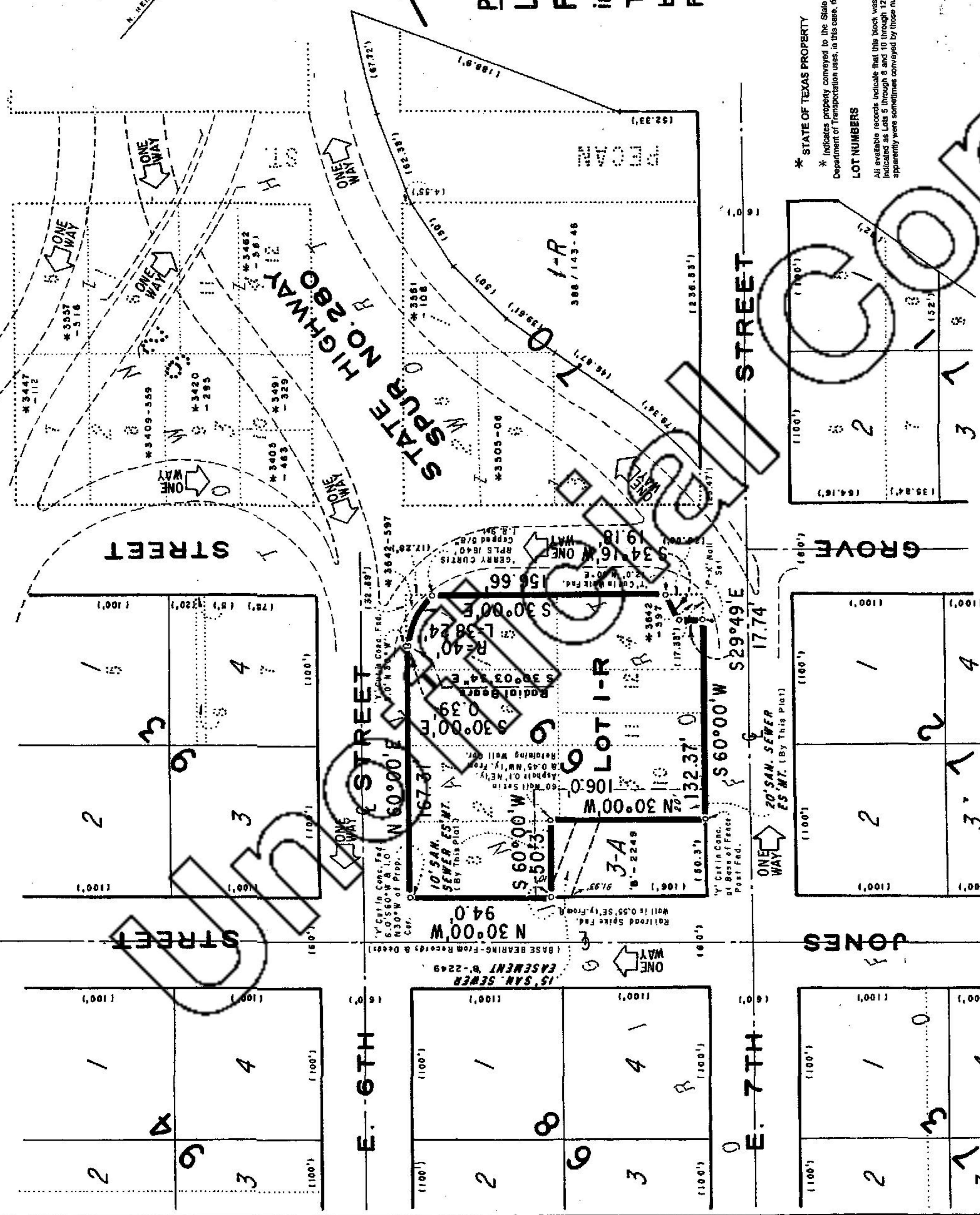
BY: [Signature] CHAIRMAN  
BY: [Signature] SECRETARY

COMPILED FROM DEEDS OF RECORD, PLATS &  
SURVEYS MADE UNDER MY DIRECT SUPERVISION.

[Signature]  
19 August 2005

THIS PLAT FILED IN CABINET B  
SLIDE 3178, 6/22/06, 2005.

**GCA**  
GERRY CURTIS ASSOCIATES, INC.  
Surveyors  
P.O. Box 9668 Fort Worth, Texas 76147-2668



NOTES

**BUILDING PERMITS**  
No building permits shall be issued for any lot in this Subdivision until appropriate provisions are made for the construction of any applicable water, sewer, storm drain, street lights, sidewalks and paving improvements; and approval is obtained from the City of Fort Worth.

**SIDEWALKS**  
Sidewalks are required on both sides of dedicated public streets, in conformance with current City policy.

**WATER/WASTEWATER IMPACT FEES**  
The City of Fort Worth has an ordinance implementing the assessment and collection of water and wastewater impact fees. The total amount assessed is established on the filing date of this plat application, based upon Schedule I of the current impact fee ordinance. The amount to be collected is determined under Schedule II of said ordinance, and becomes effective on the date a building permit is issued, or the connection date to the municipal water and/or wastewater system.

**UTILITY EASEMENTS**  
Any public franchised utility, including the City of Fort Worth, shall have the right to move and keep moved all or part of any building, fence, tree, shrub, other growth or improvement which in any way endangers or interferes with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat; and they shall have the right at all times to ingress and egress upon said easements for the purpose of construction, reconstruction, inspection, paroling, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.  
No permanent structure shall be constructed over an existing water line, sanitary sewer line, or utility easement.



" SURVEYORS ORIGINAL "

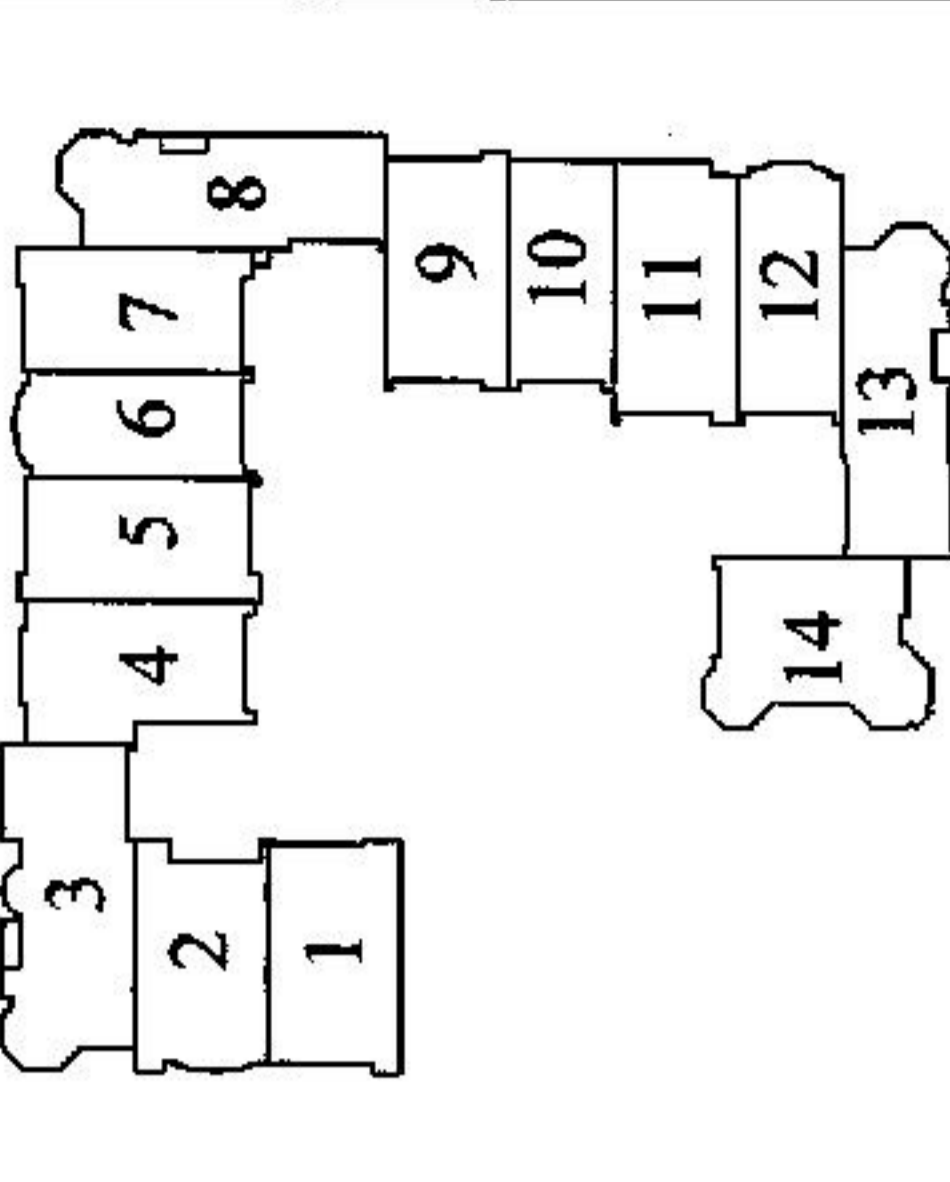
04-03-04176

23-B-3

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INFORMATIONAL NOTES

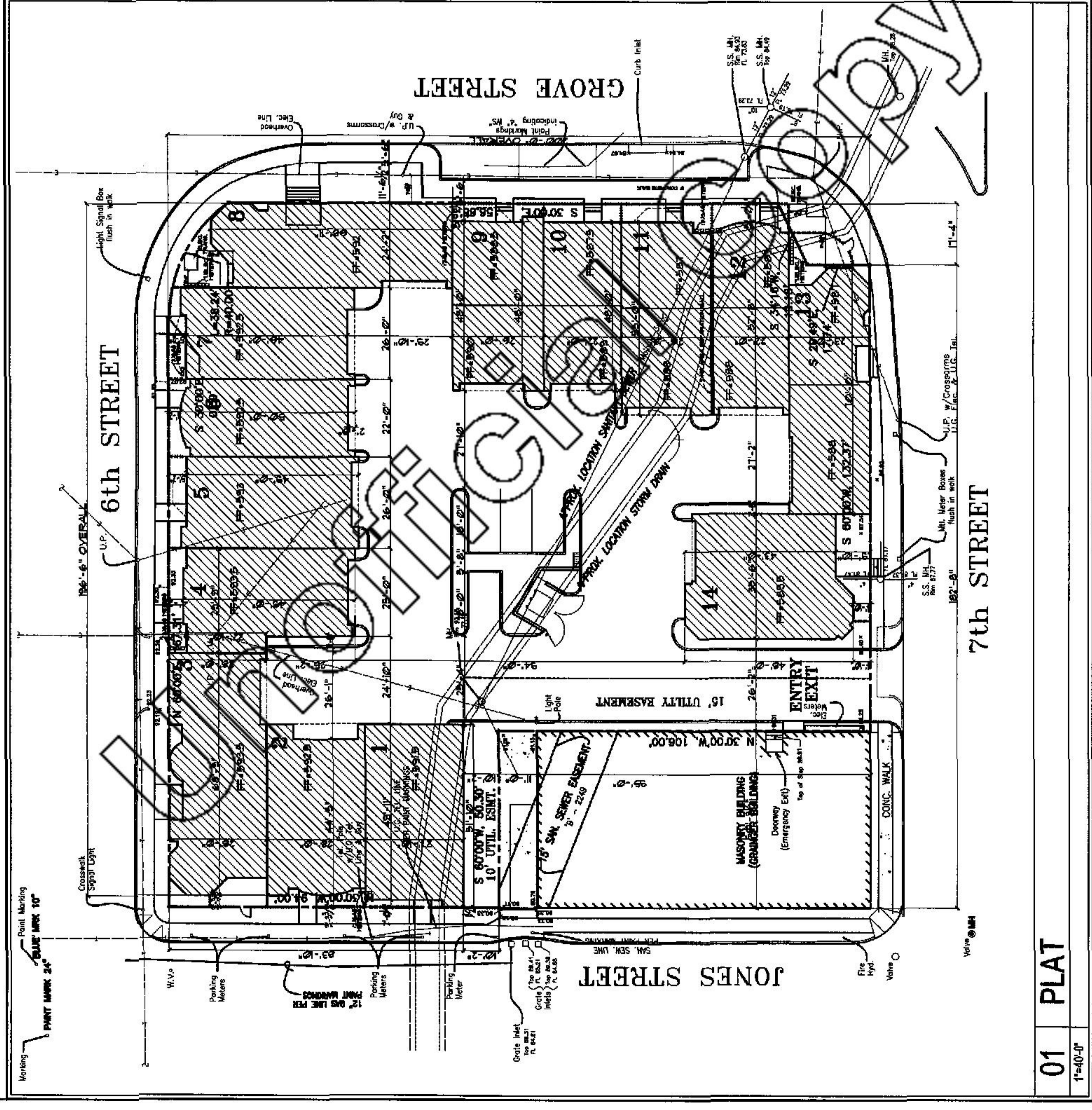
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**Le Bijou**  
 CONDOMINIUMS  
 E. 7TH STREET  
 LOT 1-R, BLOCK 69  
 ORIGINAL TOWN OF FORT WORTH  
 TARRANT COUNTY, TEXAS

**SCHALUMBERG**  
 ARCHITECTS  
 817 W DUGGERT  
 TEL (817) 336-7077  
 POST OFFICE, TX 76104  
 FAX (817) 336-7776

SHEET TITLE  
**PLAT**  
 DRAWN BY  
**AGD/ESH**  
 ISSUE  
**1**  
 ISSUE DATE  
**10/02/06**  
 SHEET NO.  
**C1.0**  
 CHECKED BY  
**0435**  
 PROJECT NO.

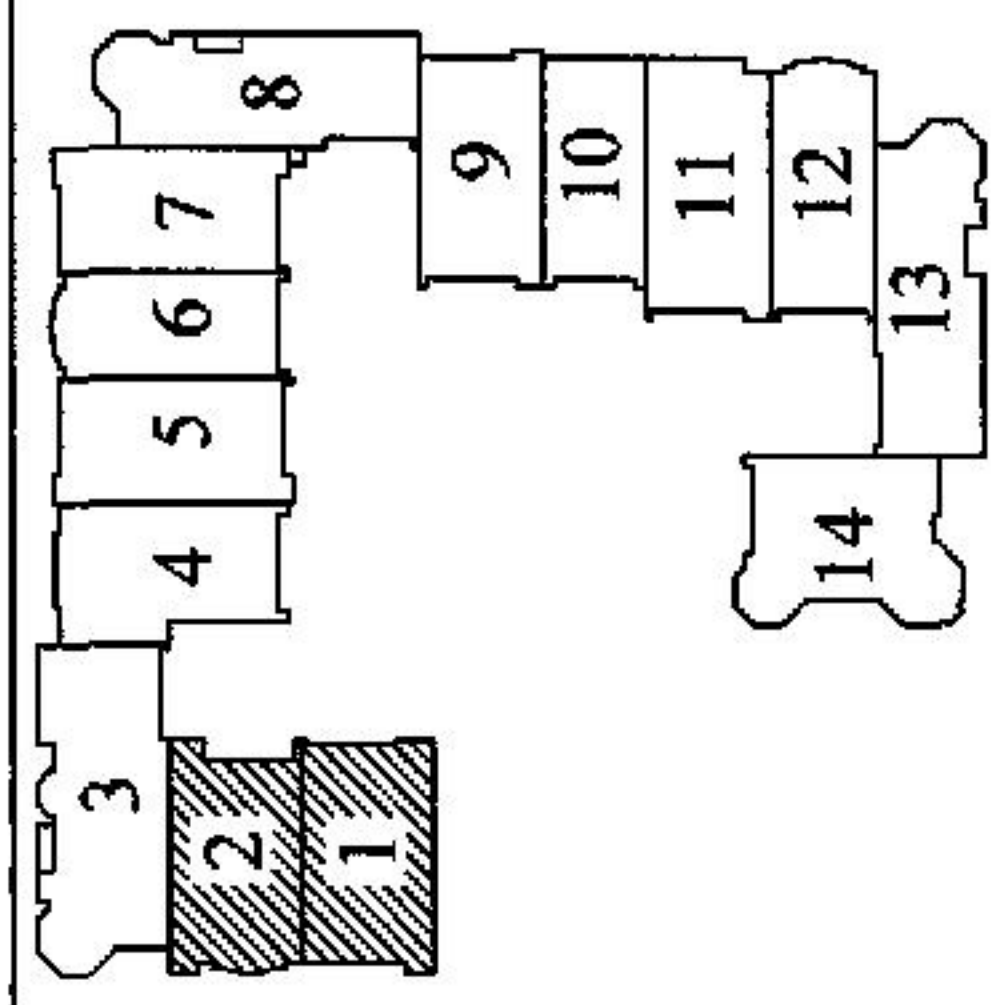
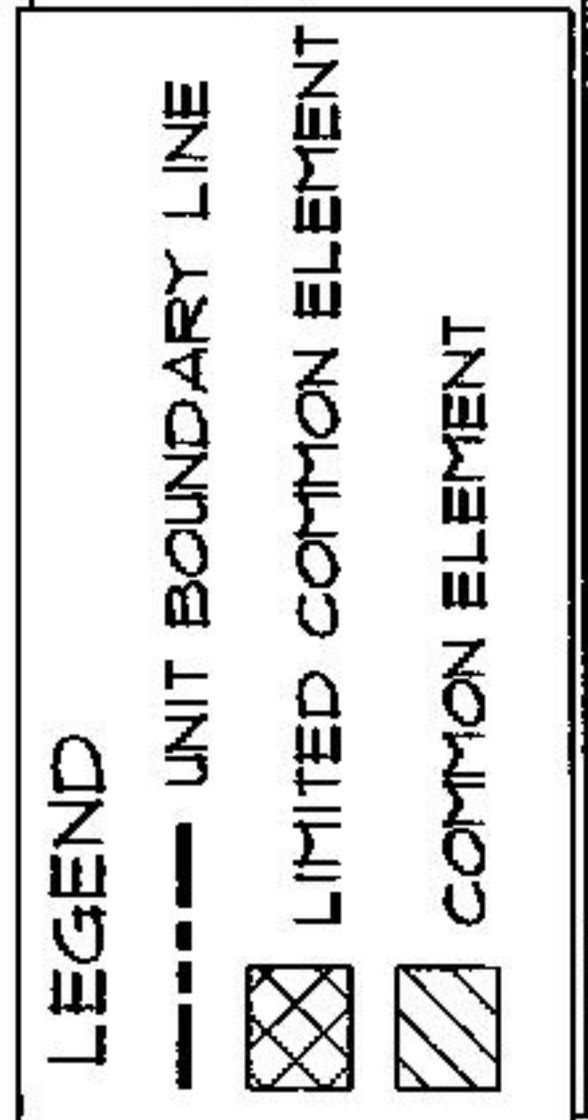


01 PLAT  
 1"=40'-0"

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**INFORMATIONAL NOTES**



**Le Bijou  
CONDOMINIUMS**

E. 7TH STREET  
LOT 1-R, BLOCK 69  
ORIGINAL TOWN OF FORT WORTH  
TARRANT COUNTY, TEXAS

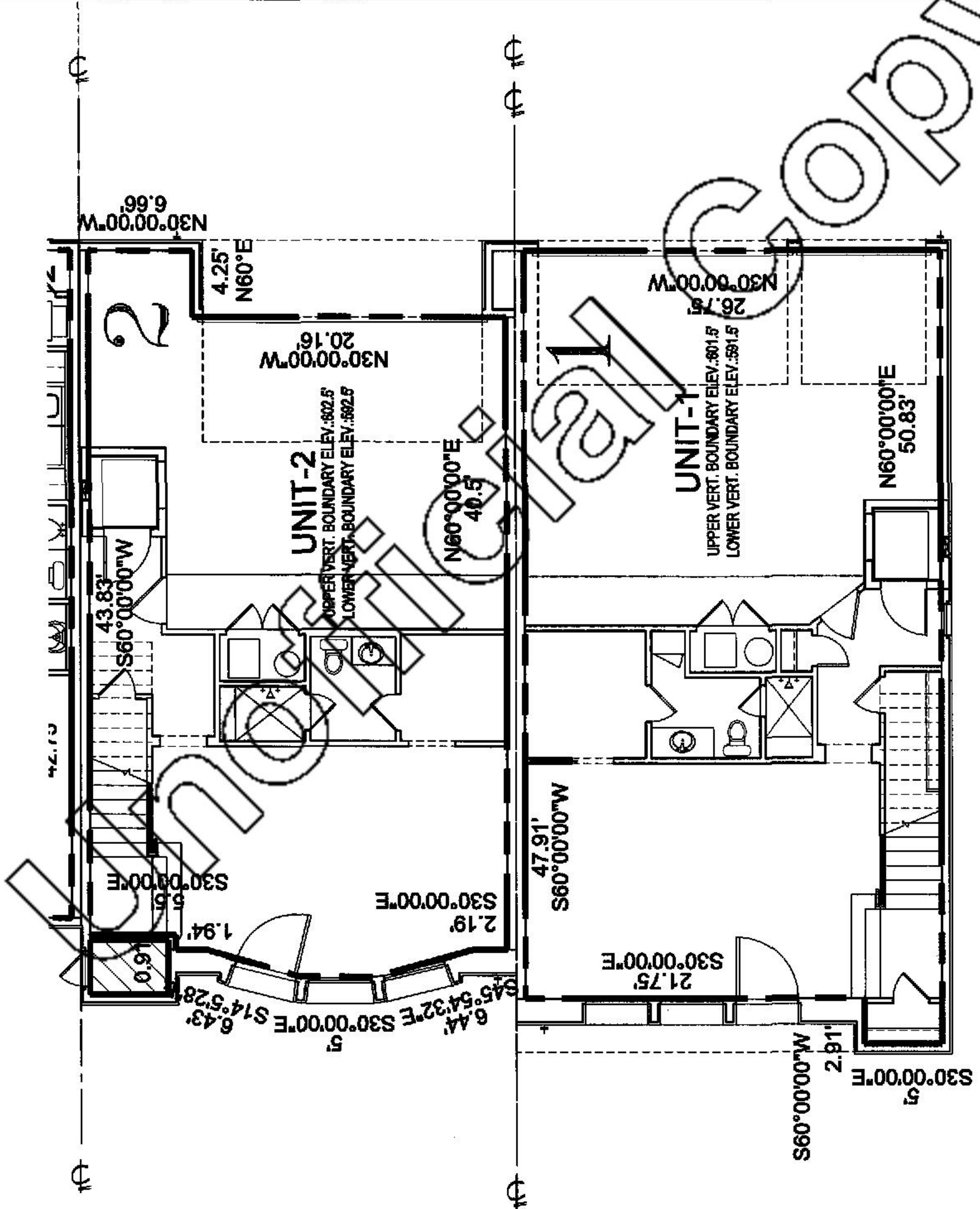
**SCHALUMBERG**  
ARCHITECTS

817 E. DUGGERT  
FORT WORTH, TX 76104  
TEL. (817) 336-7077 FAX (817) 336-7776

SHEET TITLE  
**FRIST FLOOR UNIT 1 AND 2**

DRAWN BY AGD/ESF  
ISSUE 1  
ISSUE DATE 10/02/06  
SHEET NO. C2.1

CHECKED BY PROJECT NO. 0435



**01 FIRST FLOOR PLAN - UNIT 1 AND 2**

3/32" = 1'-0"

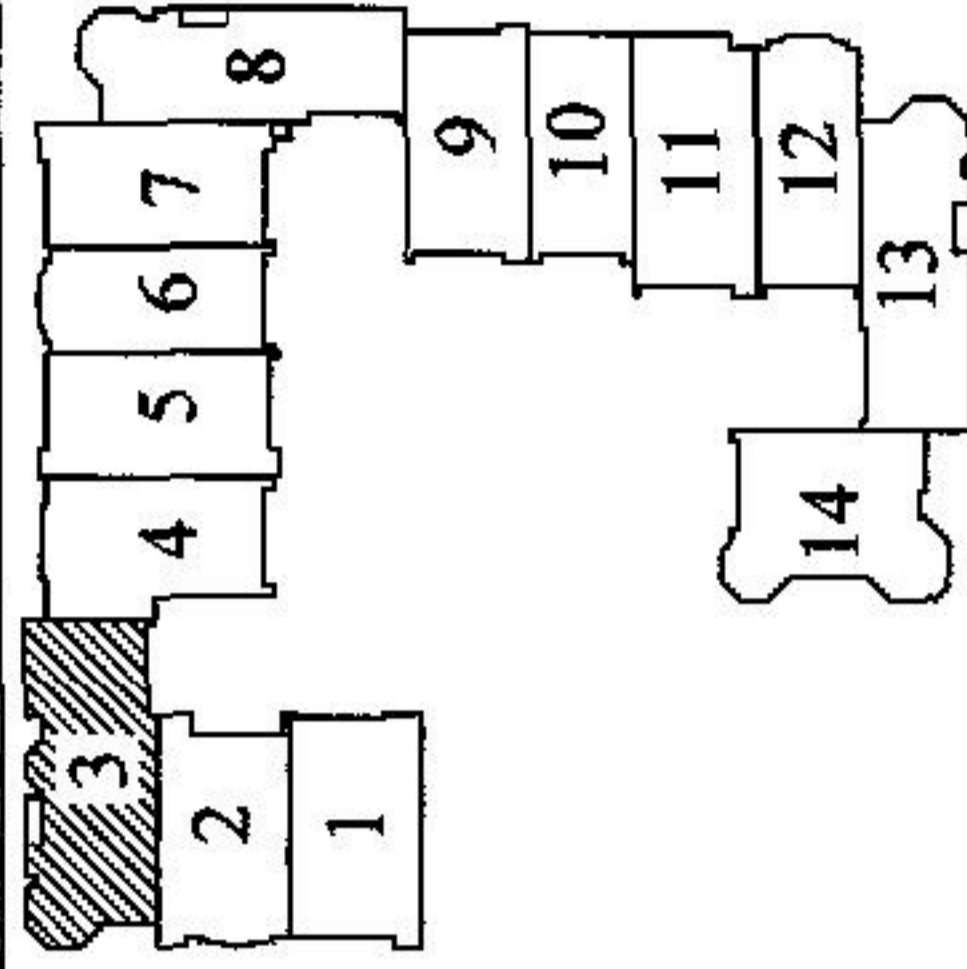
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### INFORMATIONAL NOTES

#### LEGEND

-  UNIT BOUNDARY LINE
-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT



## Le Bijou CONDOMINIUMS

E. 7TH STREET  
LOT 1-R, BLOCK 69  
ORIGINAL TOWN OF FORT WORTH  
TARRANT COUNTY, TEXAS

**SCHALUMBERG**  
ARCHITECTS

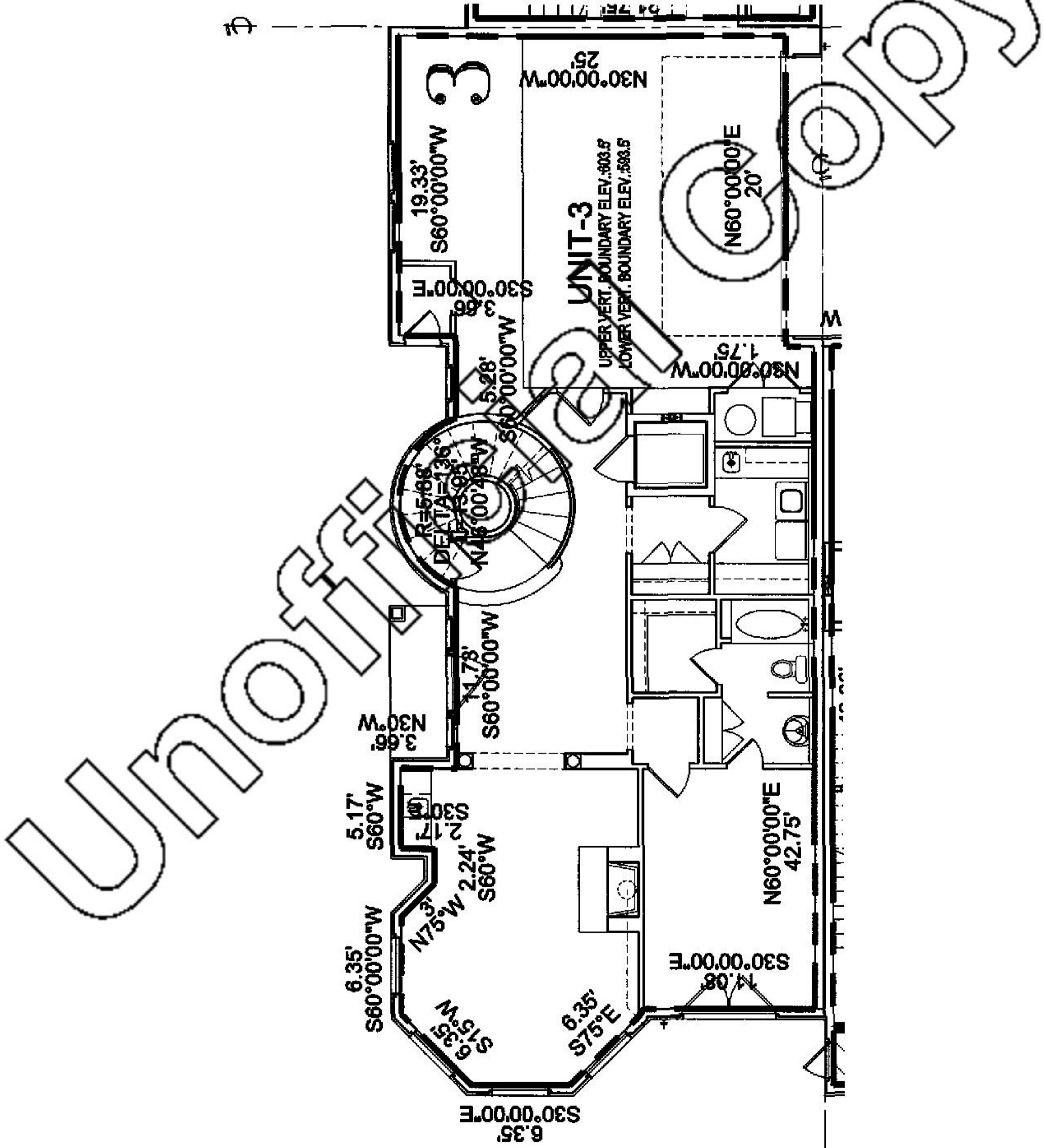
617 W. SUGGETT  
FORT WORTH, TX 76104  
TEL. (817) 336-7077 FAX (817) 336-7776

SHEET TITLE

FRIST FLOOR UNIT 3

DRAWN BY AGD/EF | ISSUE | ISSUE DATE 10/22/06 | SHEET NO. C2.2

CHECKED BY | PROJECT NO. 0435



01 FIRST FLOOR PLAN - UNIT 3

3/32" = 1'-0"

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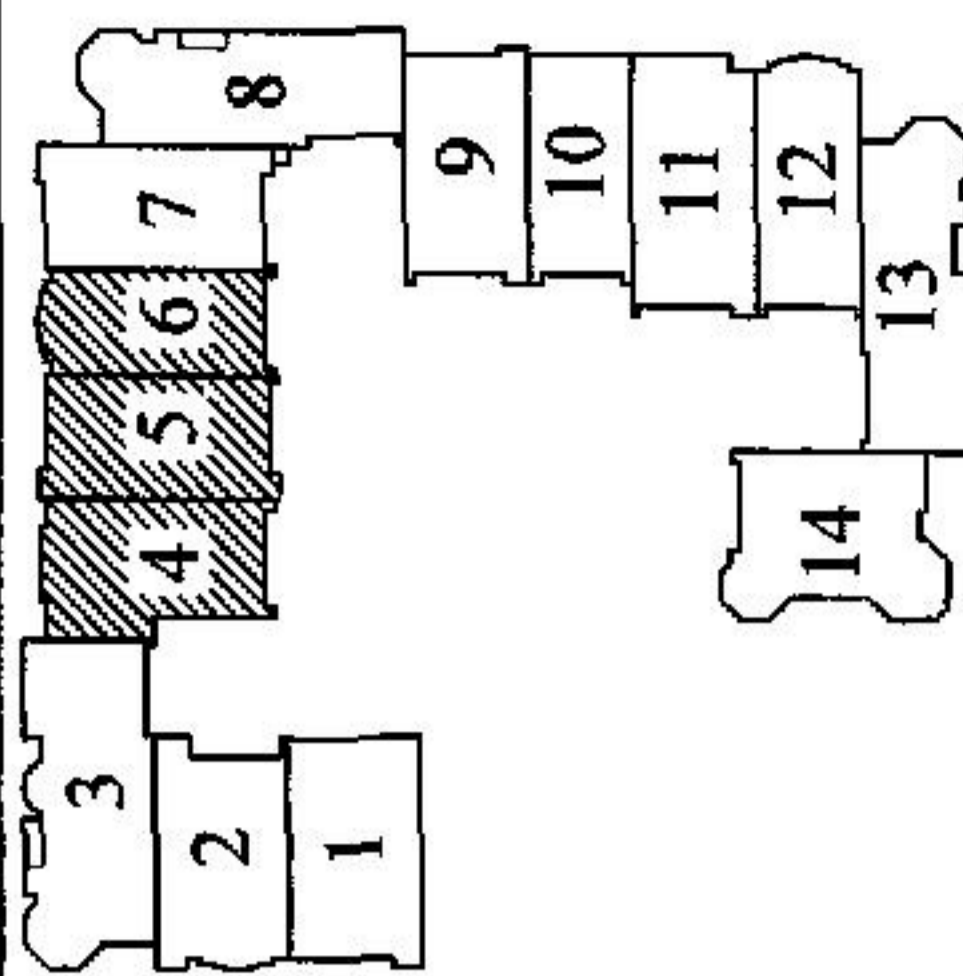
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### INFORMATIONAL NOTES

#### LEGEND

- UNIT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT
- ▩ COMMON ELEMENT



## Le Bijou CONDOMINIUMS

E. 7TH STREET  
LOT 1-R, BLOCK 69  
ORIGINAL TOWN OF FORT WORTH  
TARRANT COUNTY, TEXAS

**SCHALUMBLER**  
ARCHITECTS

617 W DAGGETT  
TEL. (817) 336-7077

FORT WORTH, TX 76104  
FAX (817) 336-7776

SHEET TITLE

FIRST FLOOR UNIT 4, 5, 6

DRAWN BY AGD/ESF

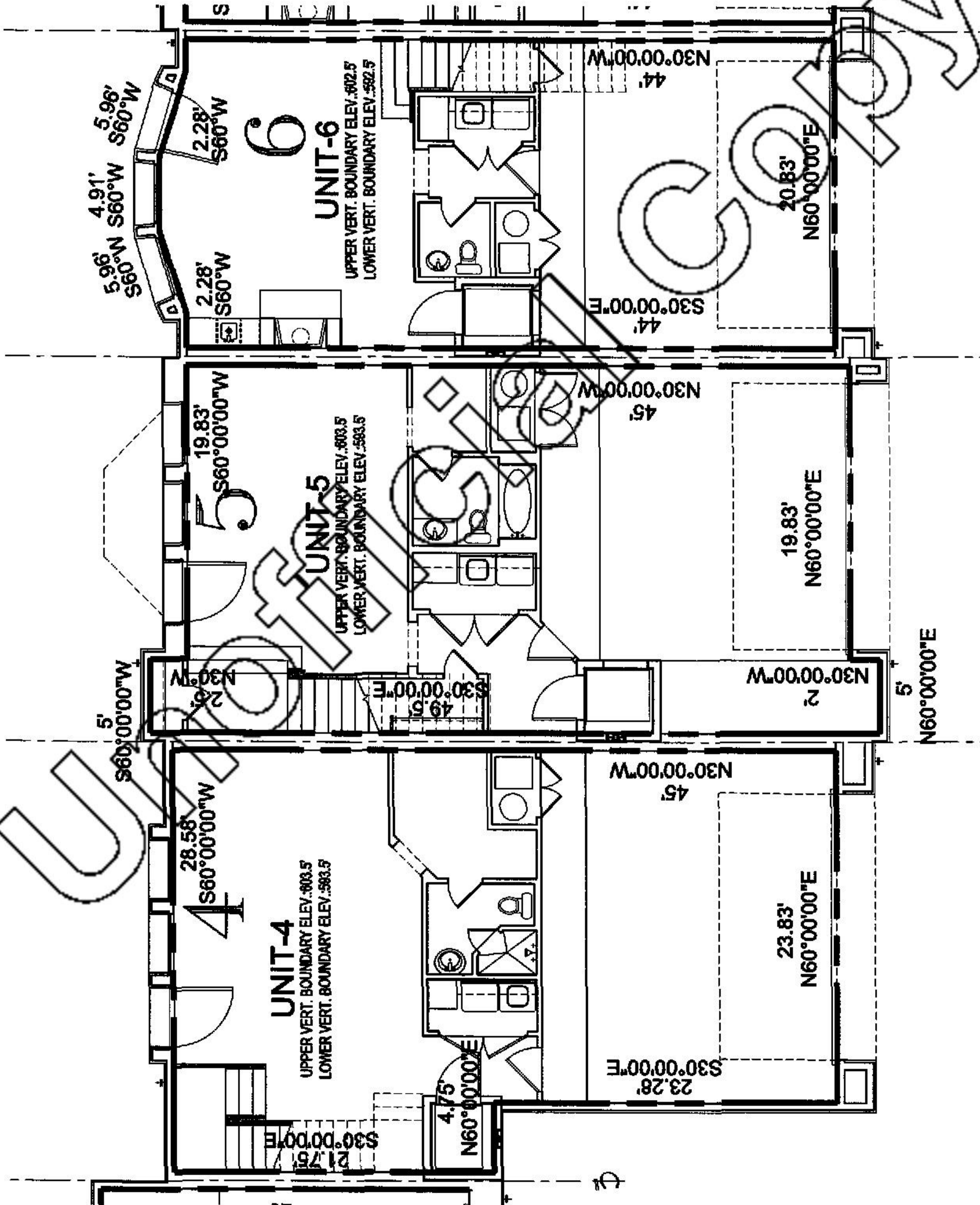
ISSUE DATE 10/02/06

ISSUE NO. 1

CHECKED BY

PROJECT NO. 0435

SHEET NO. C2.3



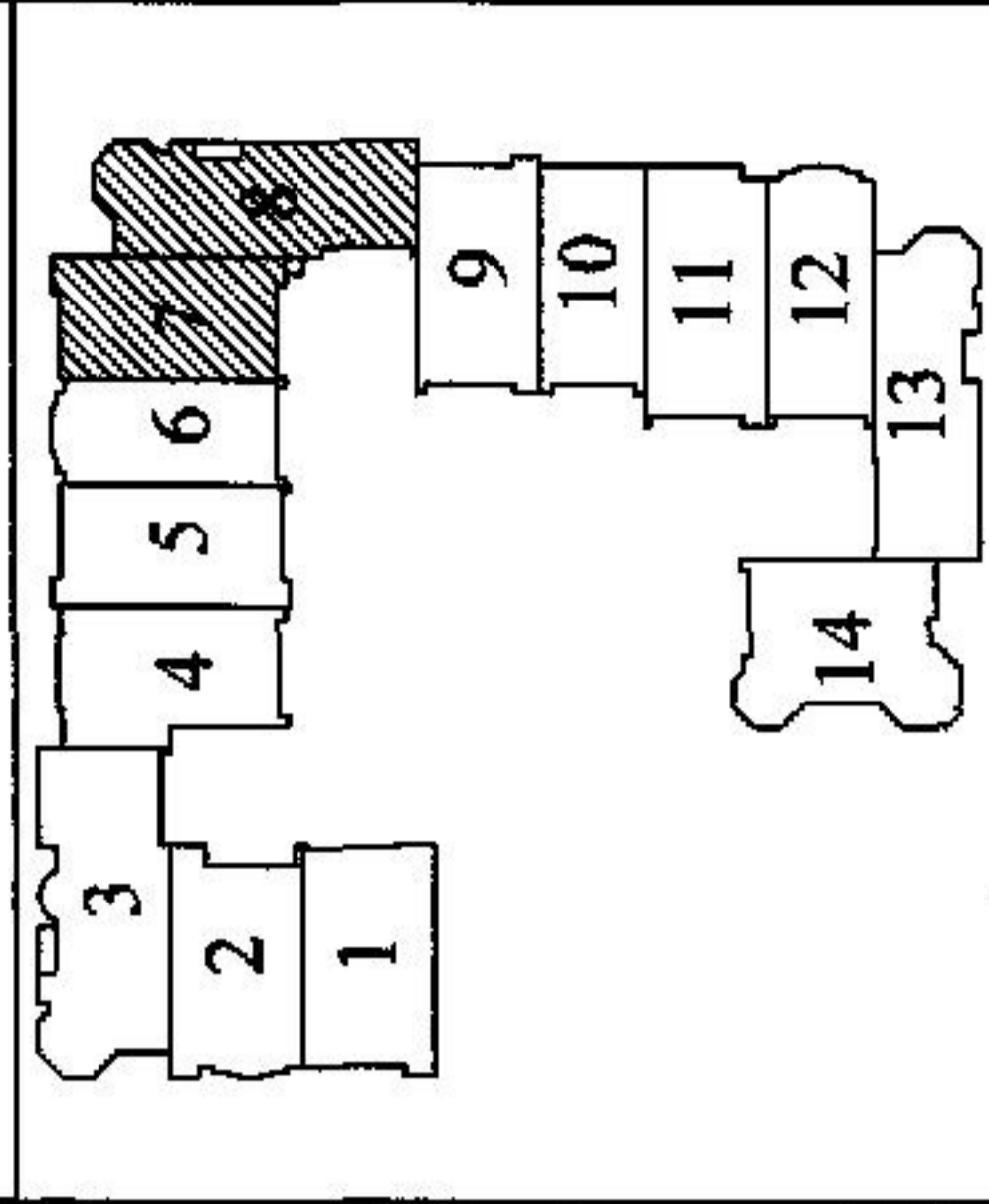
### 01 FIRST FLOOR PLAN - UNIT 4, 5 AND 6

3/32" = 1'-0"

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INFORMATIONAL NOTES

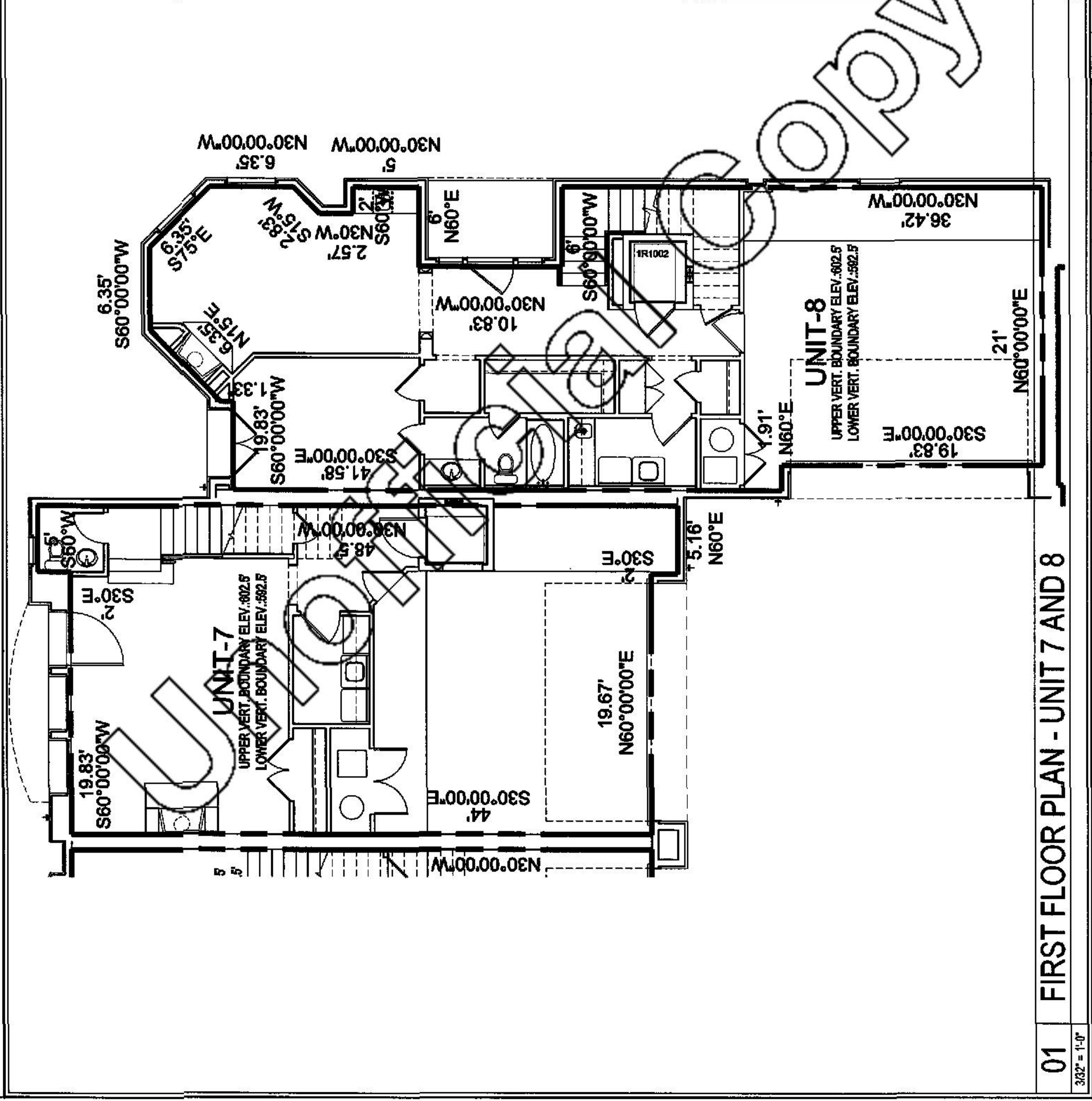
LEGEND  
 --- UNIT BOUNDARY LINE  
 [Hatched] LIMITED COMMON ELEMENT  
 [Diagonal Lines] COMMON ELEMENT



**Le Bijou**  
 CONDOMINIUMS  
 E. 7TH STREET  
 LOT 1-R, BLOCK 69  
 ORIGINAL TOWN OF FORT WORTH  
 TARRANT COUNTY, TEXAS

**SCHAUMBURG**  
 ARCHITECTS  
 817 W. DARGENT  
 FORT WORTH, TX 76104  
 TEL. (817) 338-7077 FAX (817) 338-7776

SHEET TITLE: FIRST FLOOR UNIT 7, 8  
 DRAWN BY: AGD/EF  
 ISSUE DATE: 10/22/06  
 SHEET NO.: C2.4  
 CHECKED BY: PROJECT NO. 0435

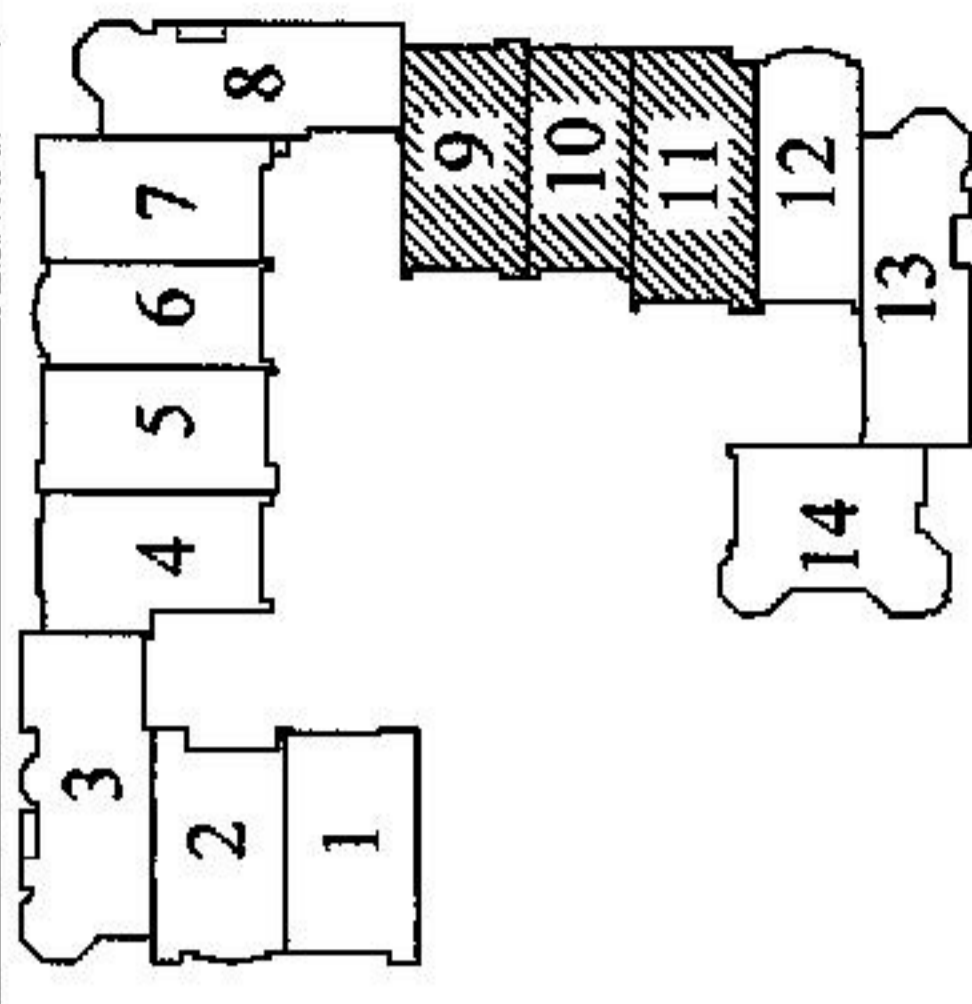


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**INFORMATIONAL NOTES**

**LEGEND**

- UNIT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT
- ▩ COMMON ELEMENT

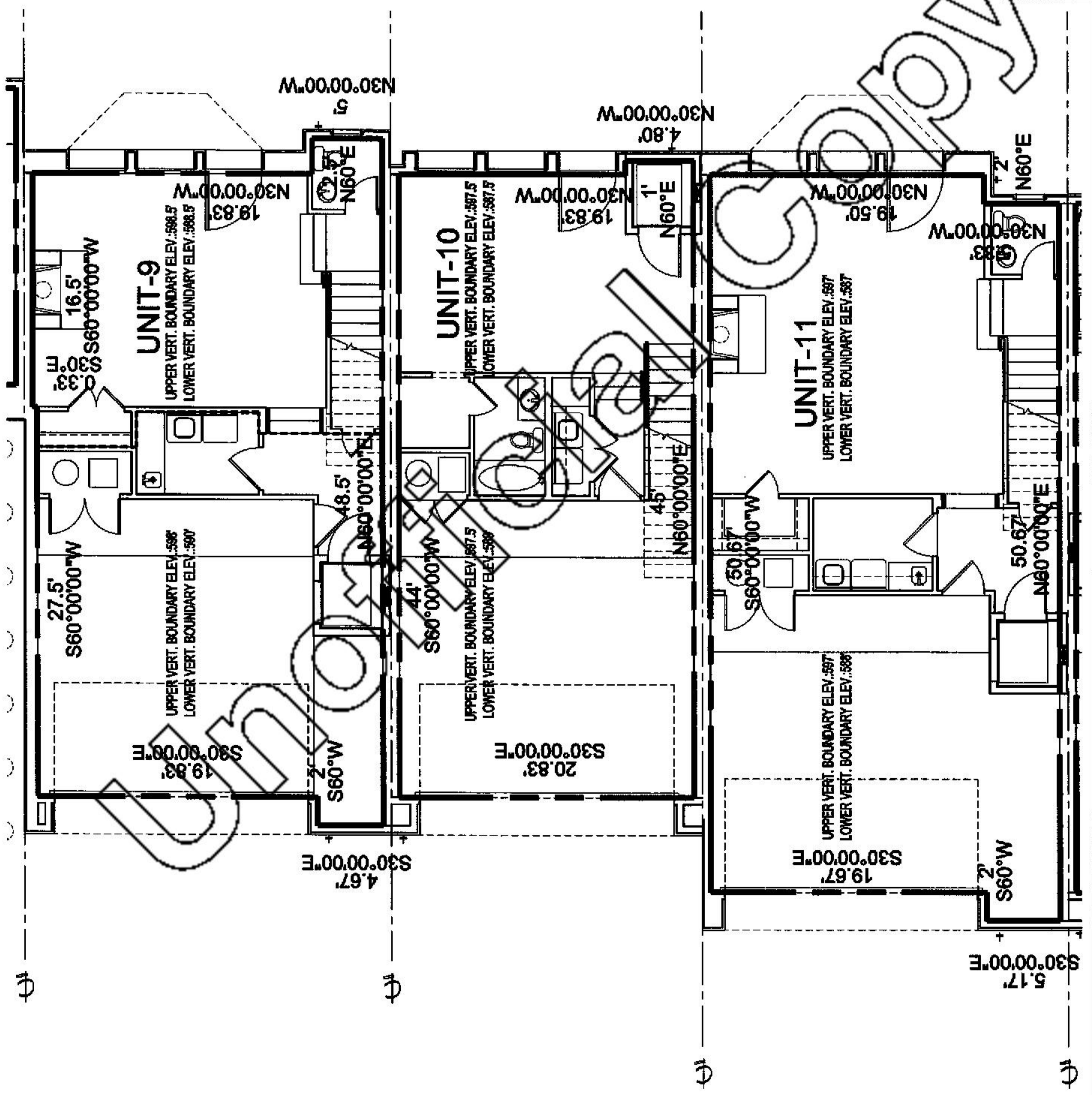


**Le Bijou  
CONDOMINIUMS**

E. 7TH STREET  
LOT 1-R, BLOCK 69  
ORIGINAL TOWN OF FORT WORTH  
TARRANT COUNTY, TEXAS

**SCHULMANN ARCHITECTS**  
817 F DACORRT  
TEL. (817) 336-7077  
FORT WORTH, TX 76104  
FAX (817) 336-7776

SHEET TITLE: **FIRST FLOOR UNIT 9, 10, 11**  
DRAWN BY: **AGD/ESH**  
ISSUE DATE: **10/02/06**  
SHEET NO: **C2.5**  
CHECKED BY: **PROJECT NO. 0435**

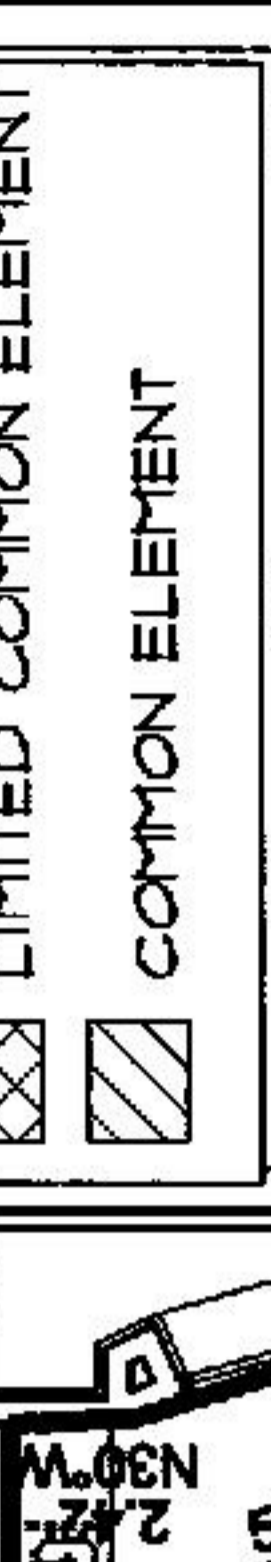
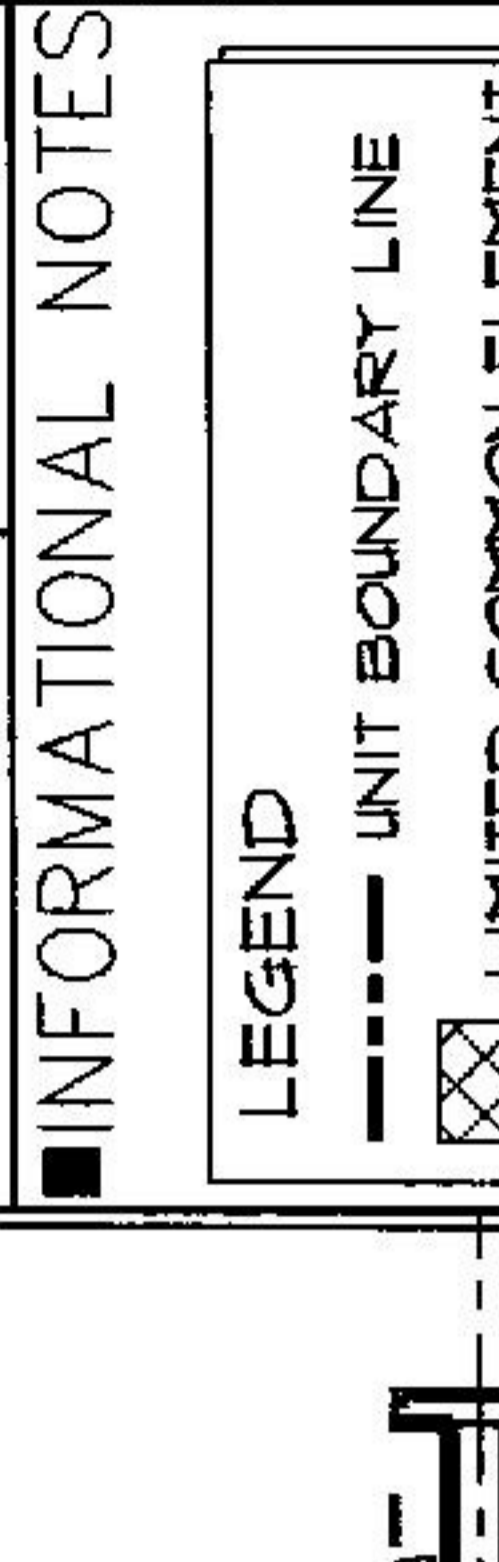


**01 FIRST FLOOR PLAN - UNIT 9, 10 AND 11**

3/32" = 1'-0"

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**INFORMATIONAL NOTES**

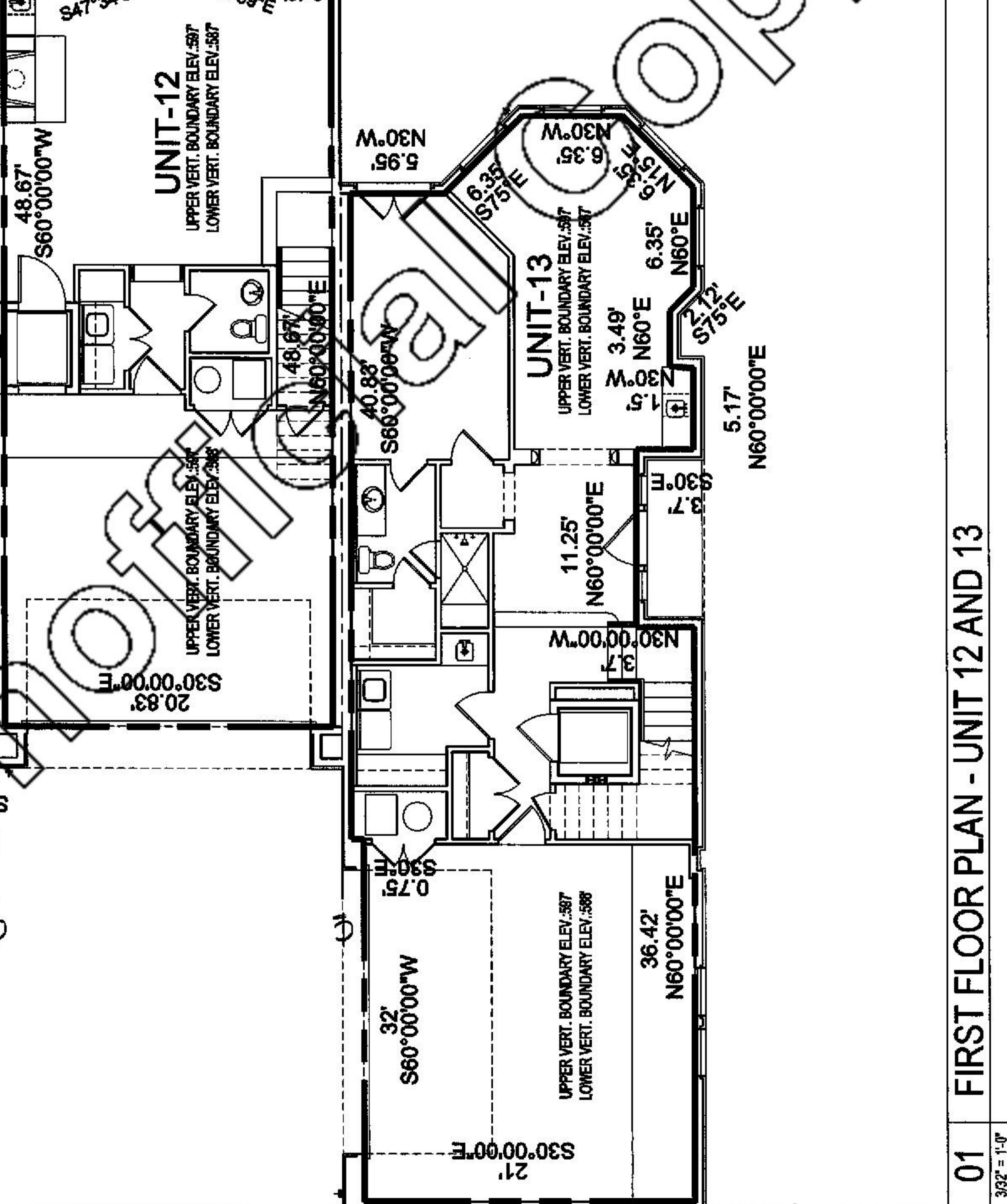


**Le Bijou**  
**CONDOMINIUMS**  
 E. 7TH STREET  
 LOT 1-R, BLOCK 69  
 ORIGINAL TOWN OF FORT WORTH  
 TARRANT COUNTY, TEXAS

**SCHAUMBURG**  
 ARCHITECTS  
 817 W AUGUST  
 FORT WORTH, TX 76104  
 TEL. (817) 336-7077 FAX (817) 336-7776

**SHEET TITLE**  
 FIRST FLOOR UNIT 12, 13  
**DRAWN BY**  
 AGD/ESF  
**ISSUE**  
 1  
**ISSUE DATE**  
 10/02/06  
**SHEET NO.**  
**C2.6**

**CHECKED BY**  
 PROJECT NO.  
 0435



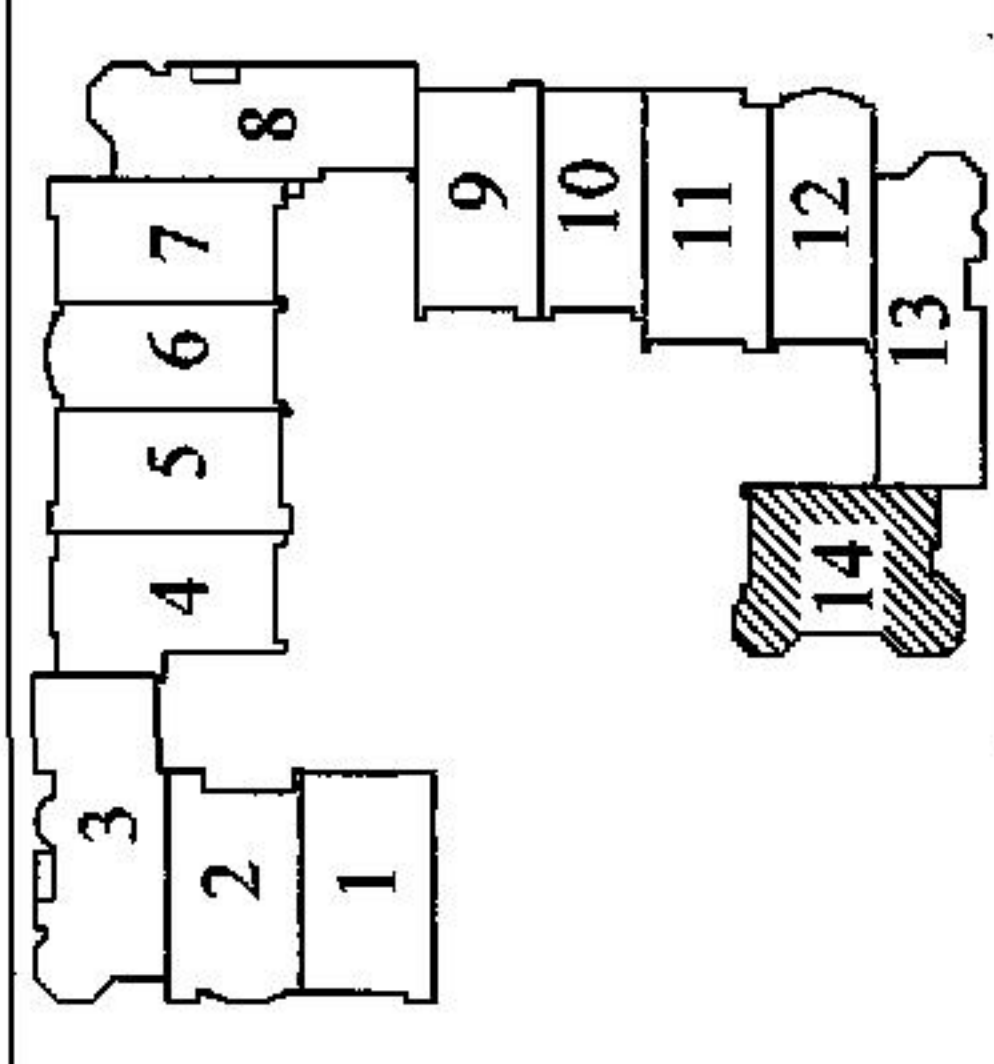
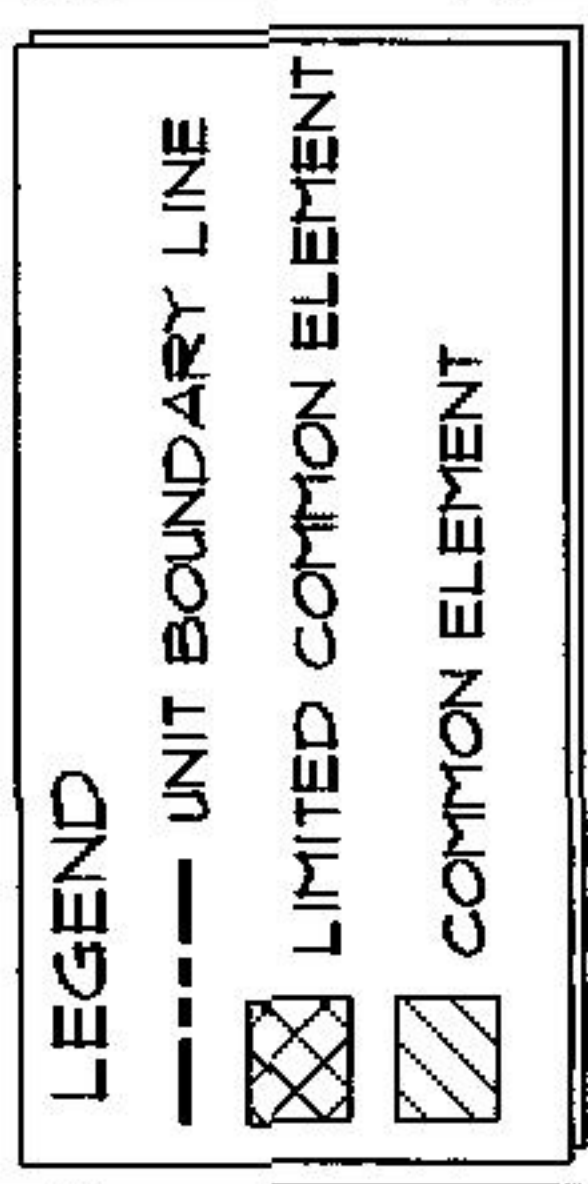
**01 FIRST FLOOR PLAN - UNIT 12 AND 13**

3/32" = 1'-0"

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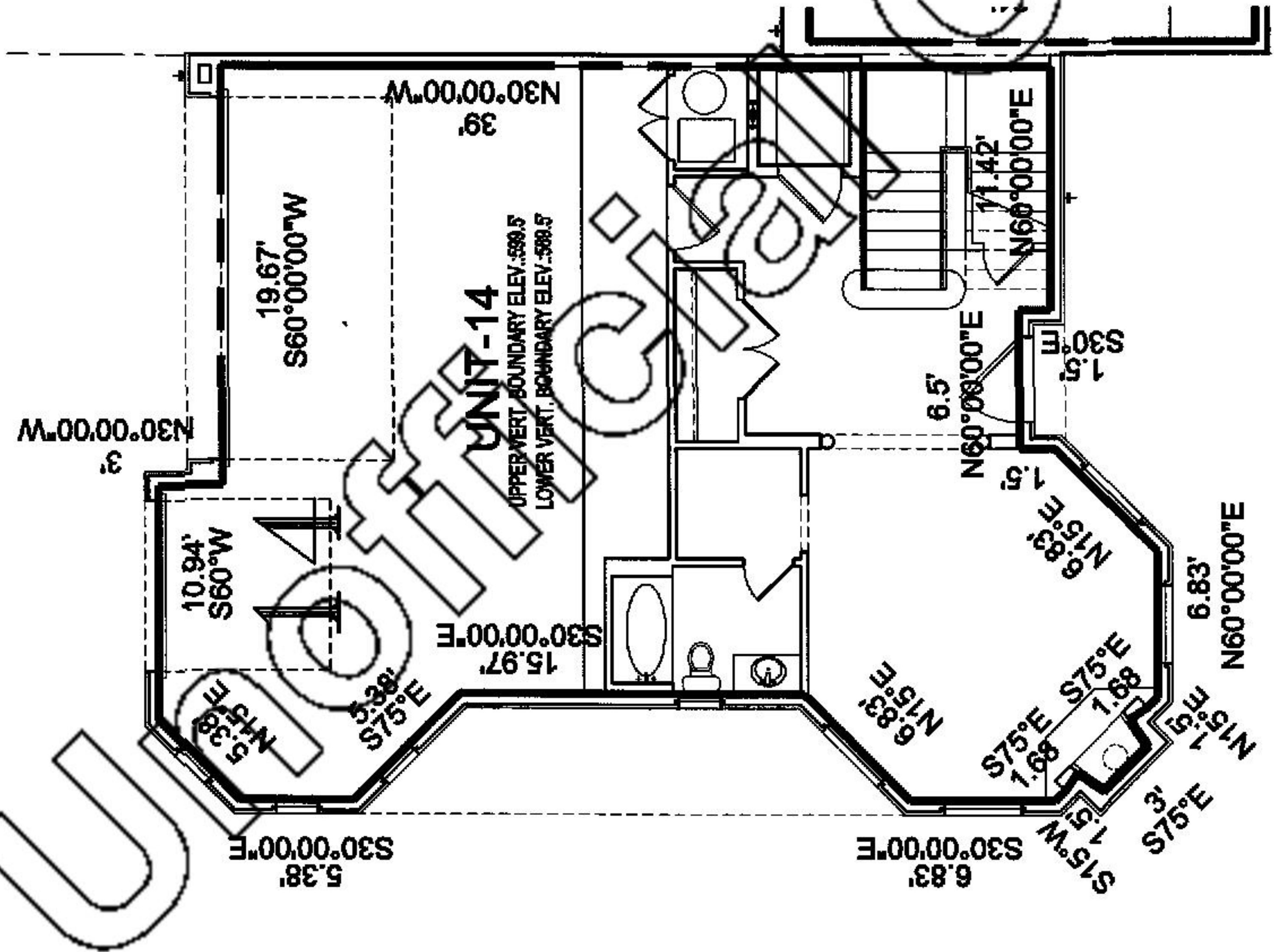
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SHEET TITLE: **FIRST FLOOR UNIT 14**  
 DRAWN BY: **AGD/ESF** ISSUE DATE: **10/02/06** SHEET NO. **C2.7**  
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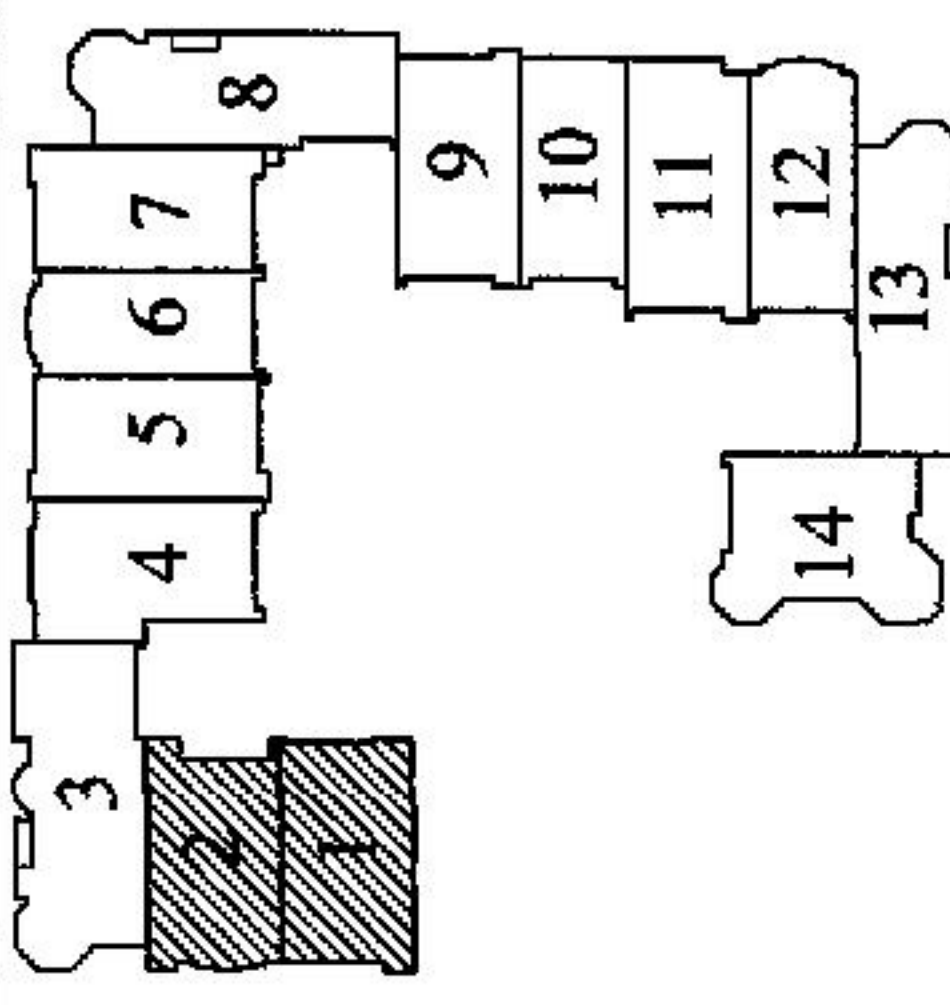
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**INFORMATIONAL NOTES**

**LEGEND**

- UNIT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT
- ▩ COMMON ELEMENT

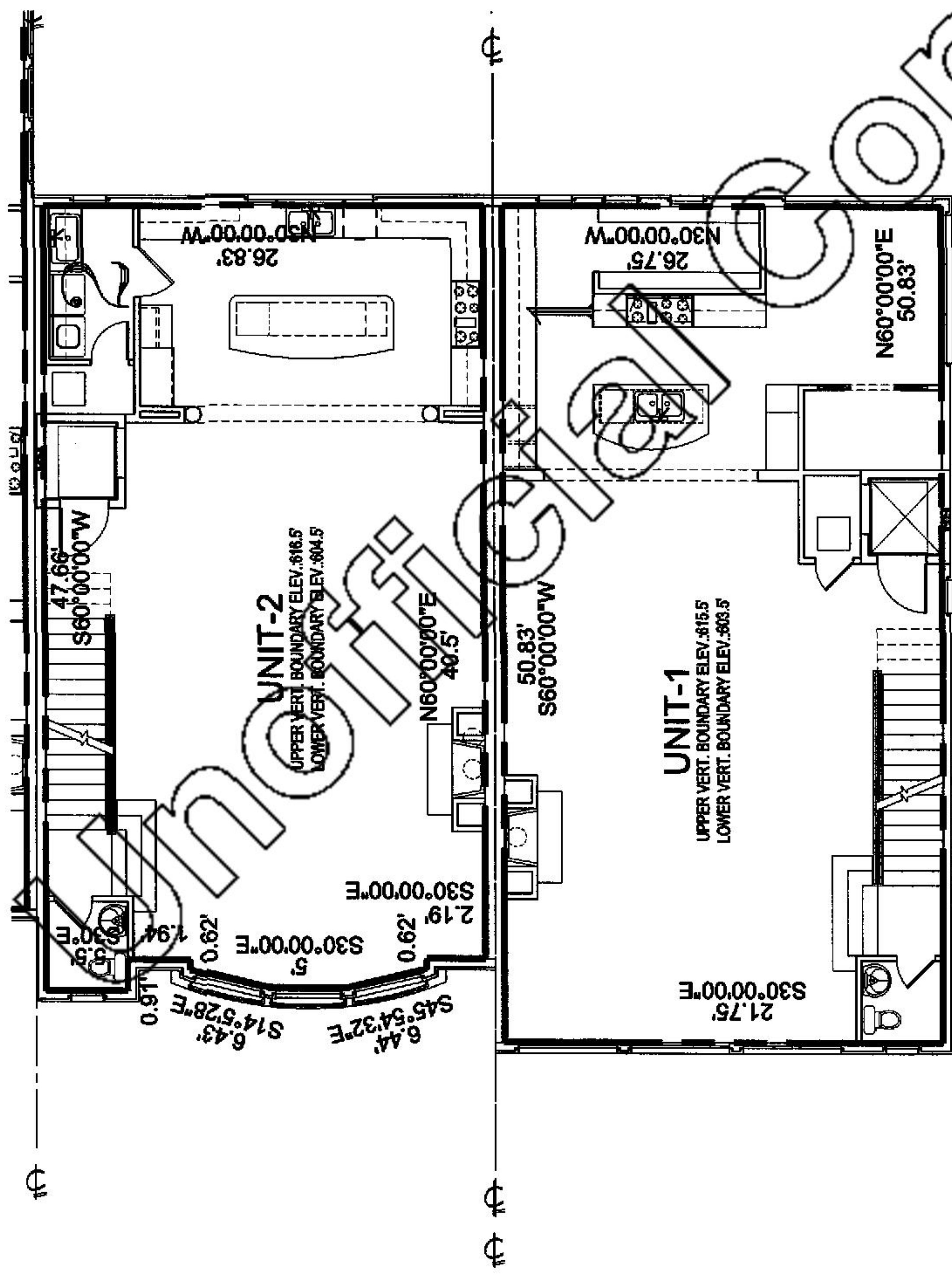


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SHEET TITLE: **SECOND FLOOR UNIT 1, 2**  
 DRAWN BY: **AGD/ESF**  
 ISSUE: **1**  
 ISSUE DATE: **10/02/06**  
 SHEET NO.: **C3.1**  
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**01 SECOND FLOOR PLAN - UNIT 1 AND 2**

3/32" = 1'-0"

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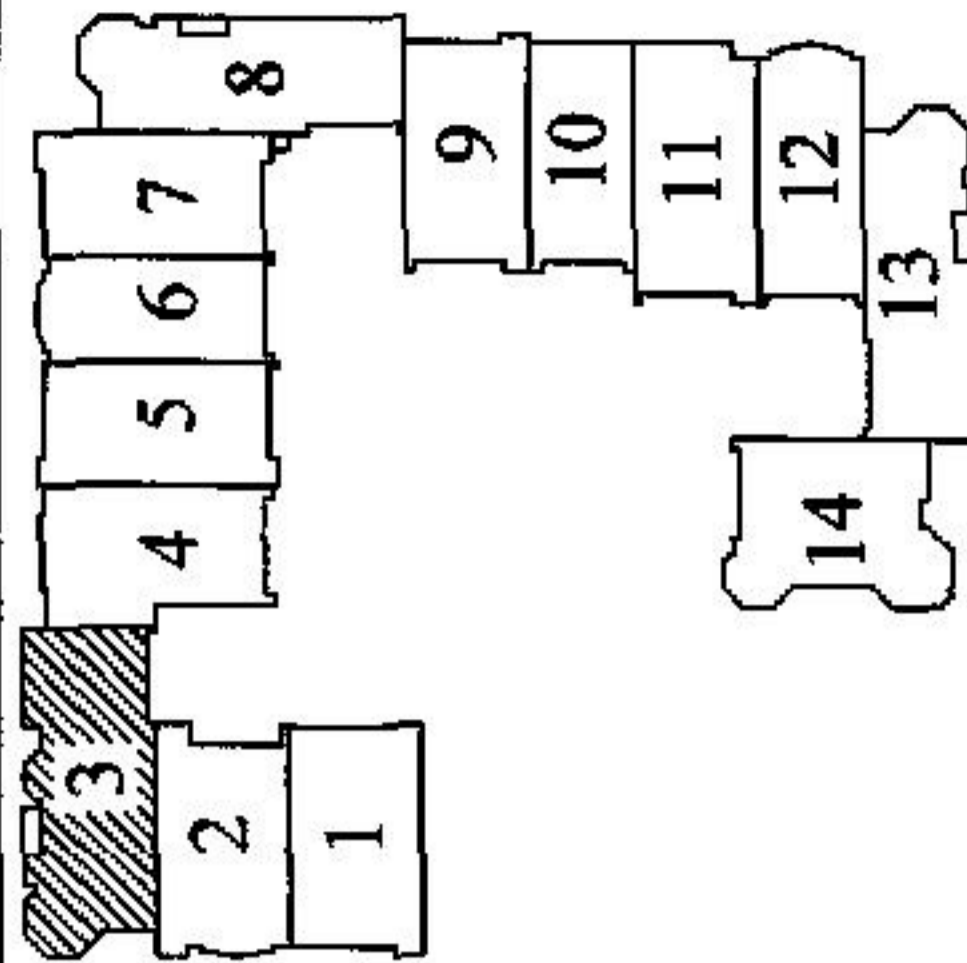
### INFORMATIONAL NOTES

#### LEGEND

--- UNIT BOUNDARY LINE

▨ LIMITED COMMON ELEMENT

▨ COMMON ELEMENT



## Le Bijou CONDOMINIUMS

E. 7TH STREET  
LOT 1-R, BLOCK 89  
ORIGINAL TOWN OF FORT WORTH  
TARRANT COUNTY, TEXAS

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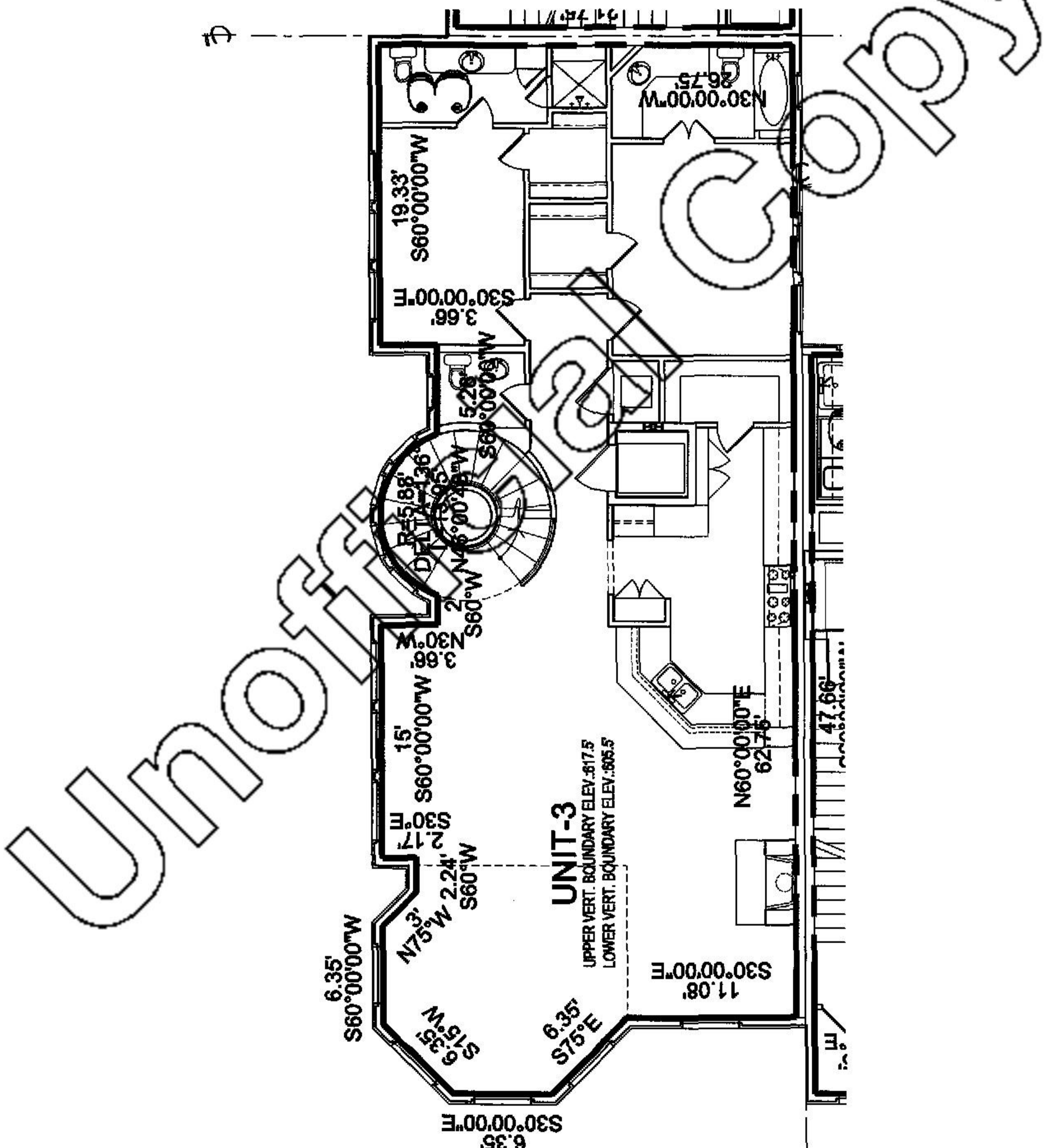
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SHEET TITLE

SECOND FLOOR UNIT 3

DRAWN BY AGD/ESH  
ISSUE 1  
ISSUE DATE 10/02/06  
SHEET NO. C3.2

CHECKED BY PROJECT NO. 0435



### UNIT-3

UPPER VERT. BOUNDARY ELEV.: 817.5  
LOWER VERT. BOUNDARY ELEV.: 805.5

01 SECOND FLOOR PLAN - UNIT 3

3/32" = 1'-0"

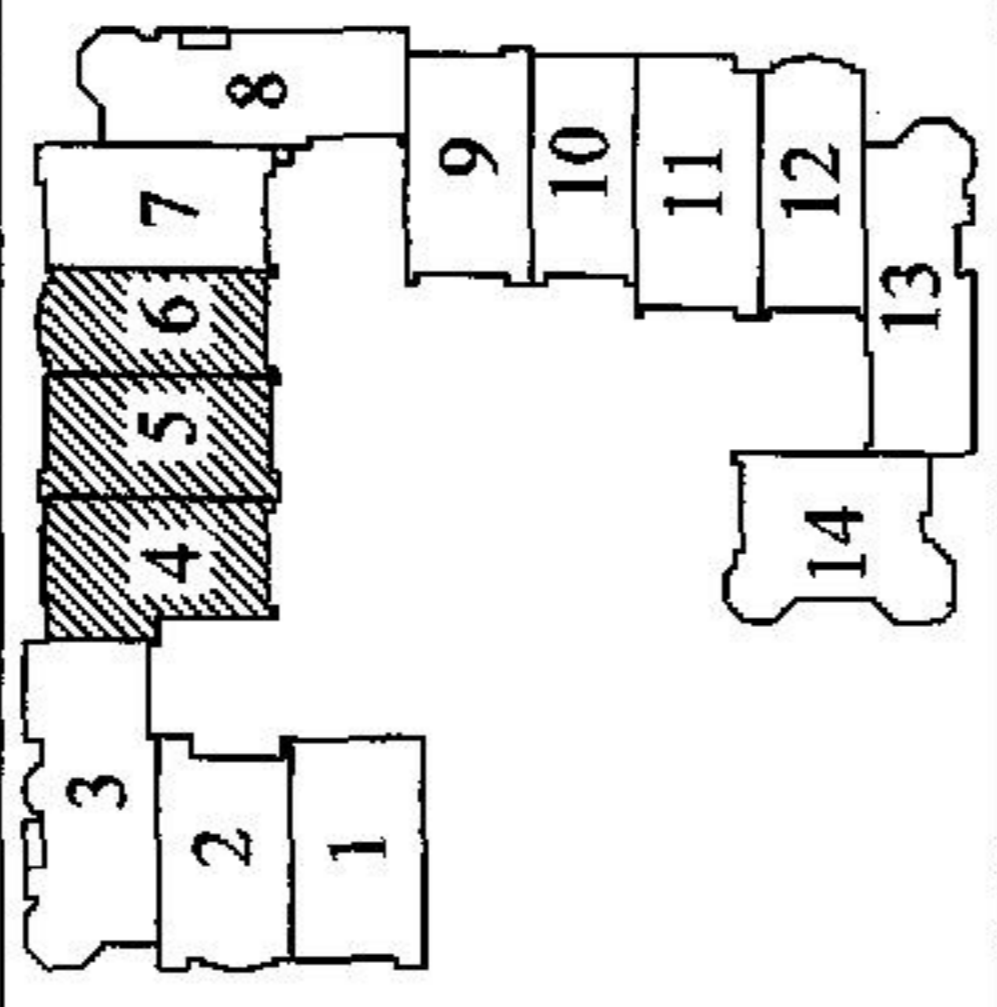
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**LEGEND**

- UNIT BOUNDARY LINE
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



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SHEET TITLE  
**SECOND FLOOR UNIT 4, 5, 6**

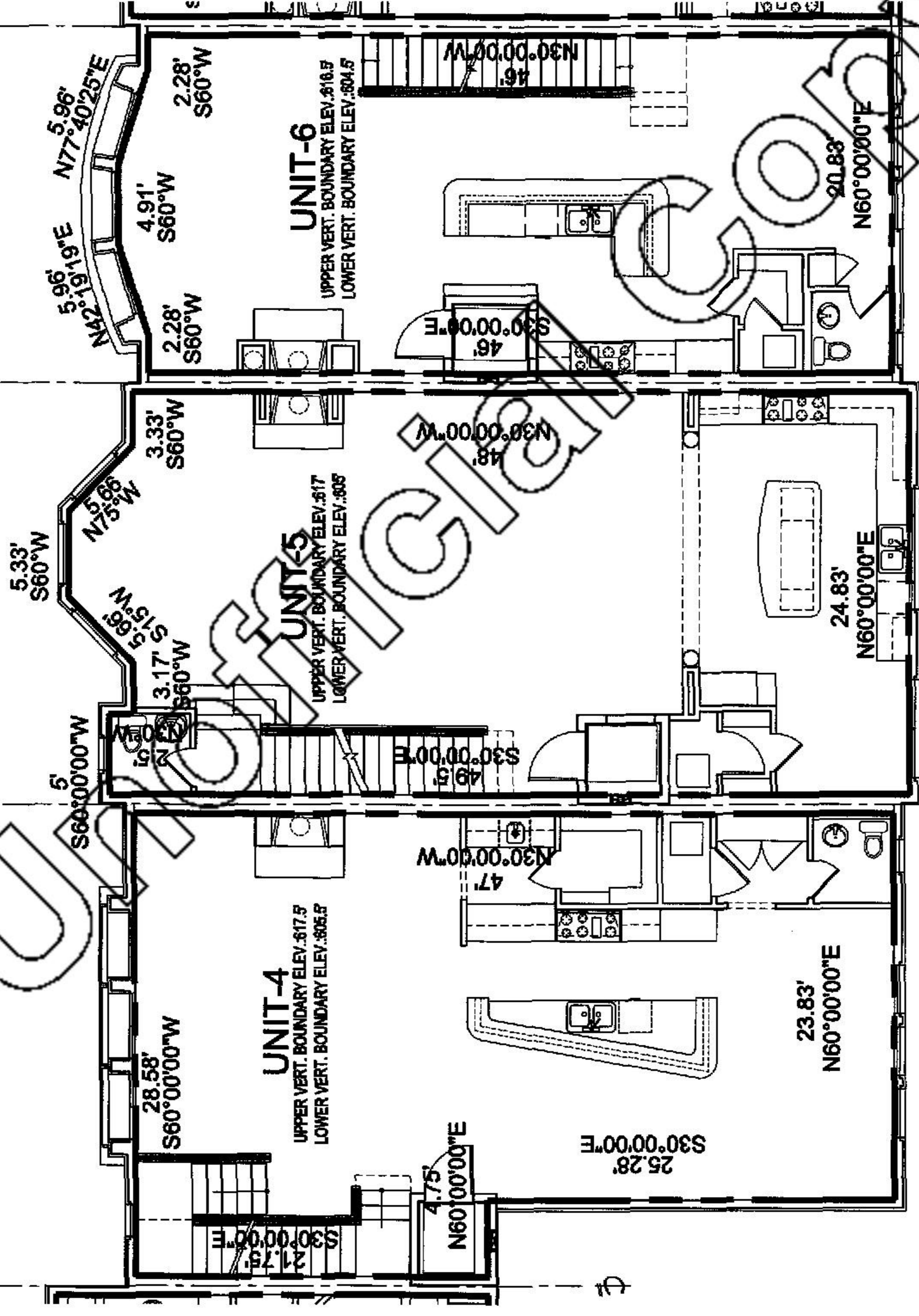
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ISSUE  
1

ISSUE DATE  
10/02/06

SHEET NO.  
**C3.3**

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PROJECT NO.  
0435

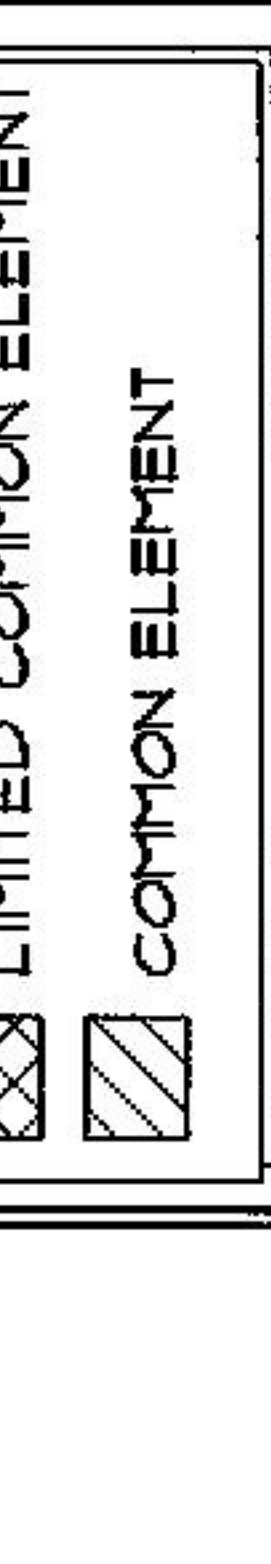
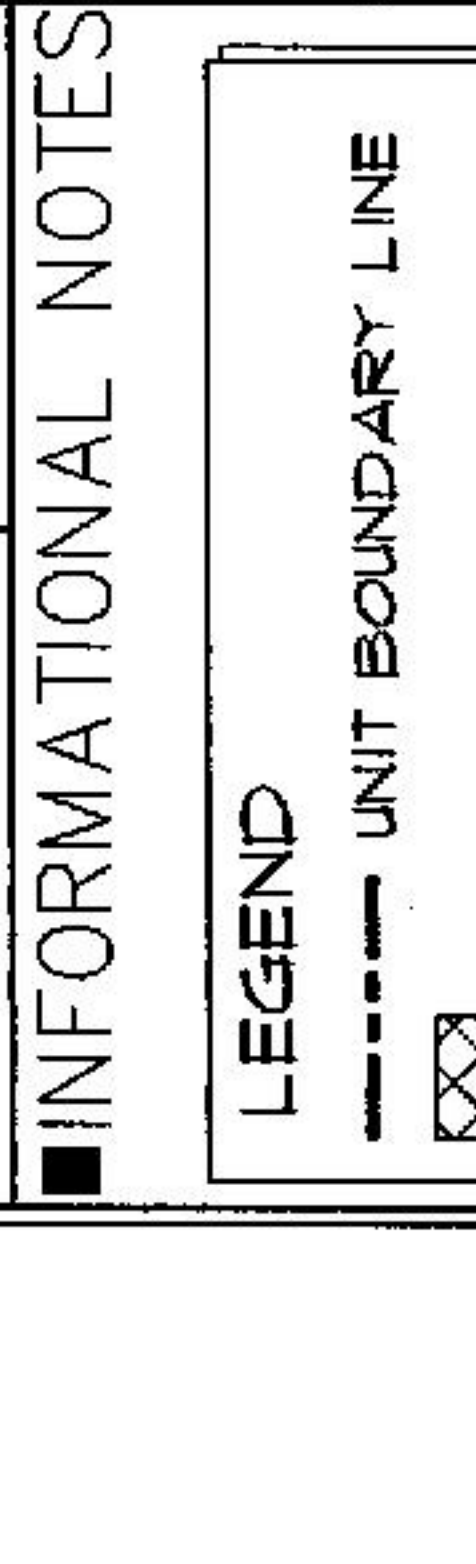


01 SECOND FLOOR PLAN - UNIT 4, 5 AND 6

3/32" = 1'-0"

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INFORMATIONAL NOTES



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 FORT WORTH, TX 76104  
 TEL. (817) 338-7077 FAX (817) 338-7776

SHEET TITLE  
**SECOND FLOOR UNIT 7, 8**

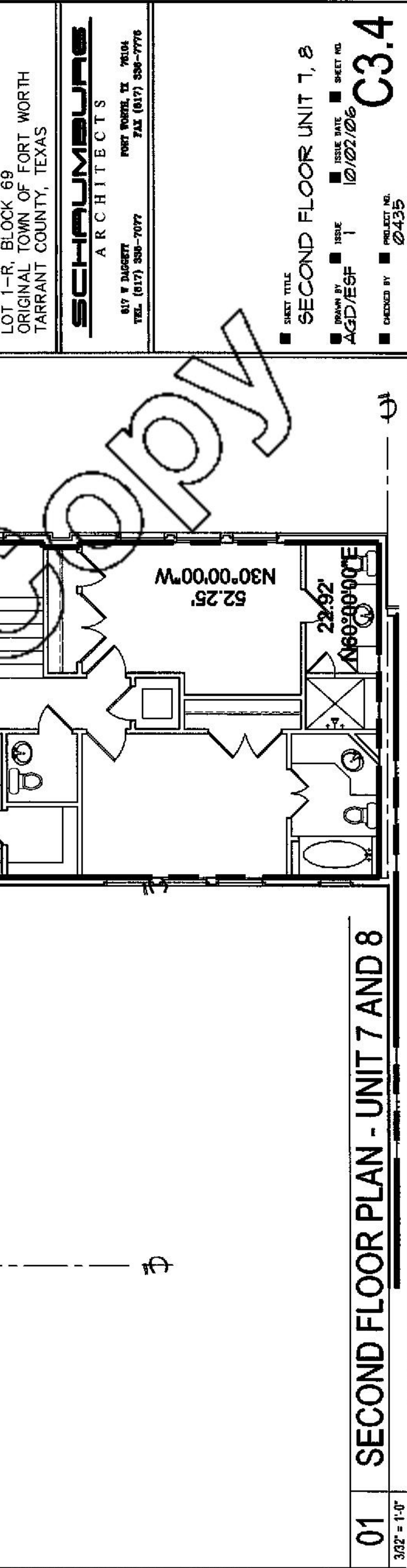
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ISSUE DATE  
 10/02/06

SHEET NO.  
**C3.4**

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**01 SECOND FLOOR PLAN - UNIT 7 AND 8**

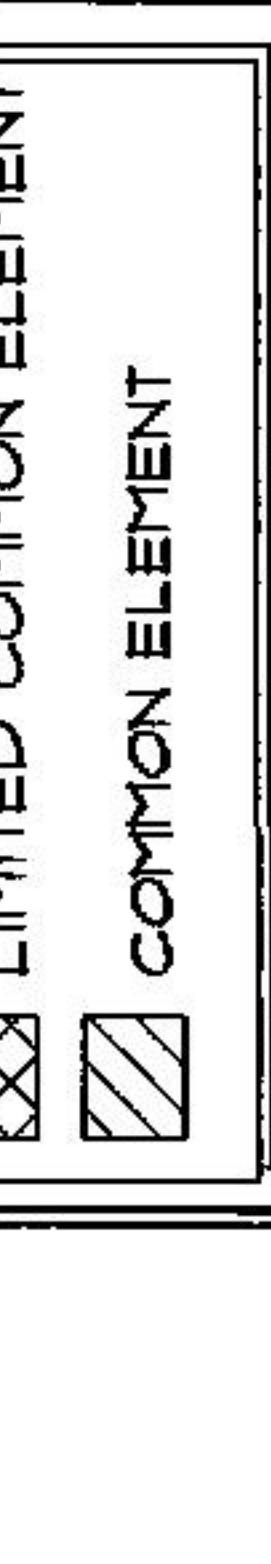
3/32" = 1'-0"

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**INFORMATIONAL NOTES**

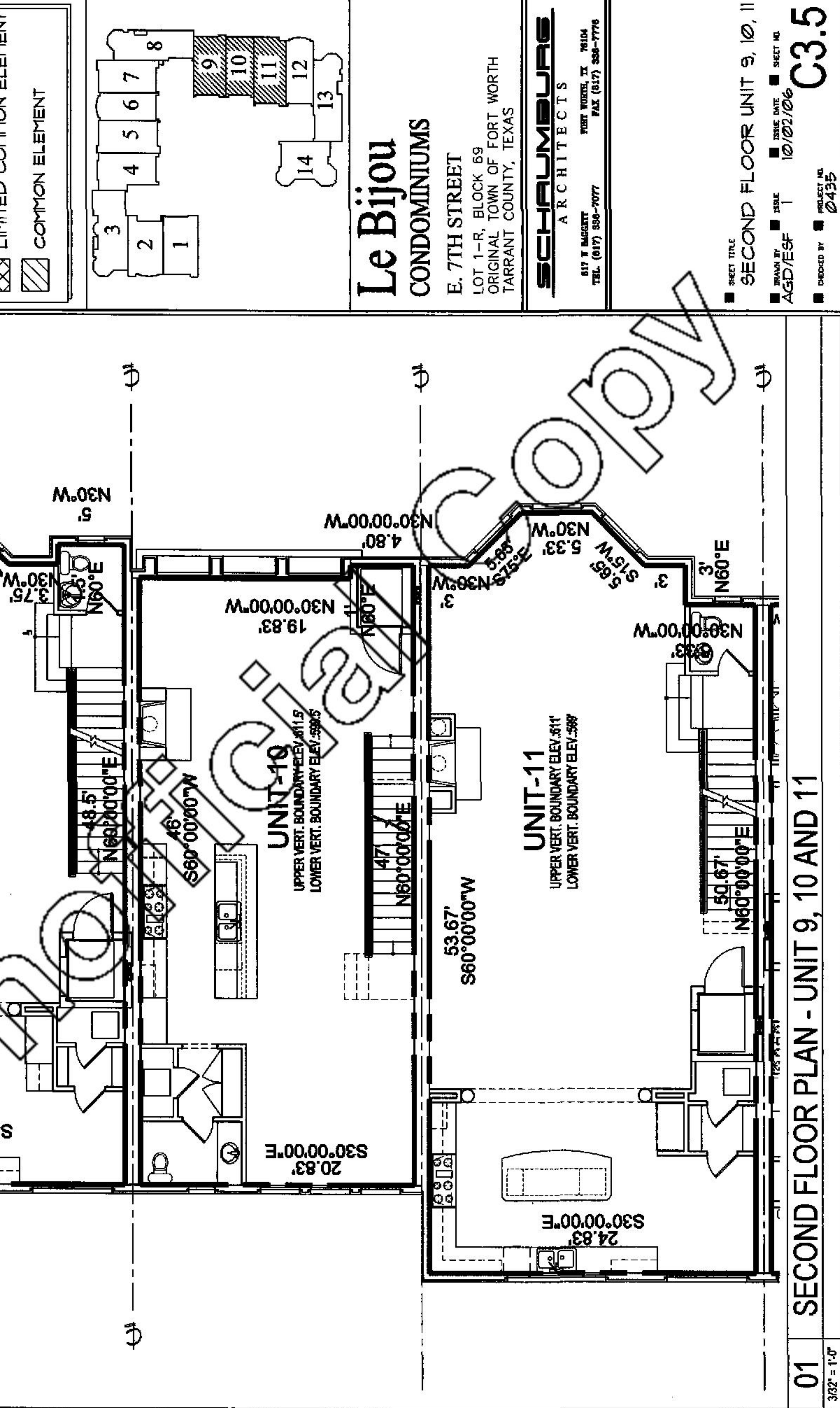
- LEGEND**
- UNIT BOUNDARY LINE
  - ▨ LIMITED COMMON ELEMENT
  - ▩ COMMON ELEMENT



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**SECOND FLOOR UNIT 9, 10, 11**  
 DRAWN BY AGD/ESF  
 ISSUE DATE 10/22/06  
 SHEET NO. C3.5  
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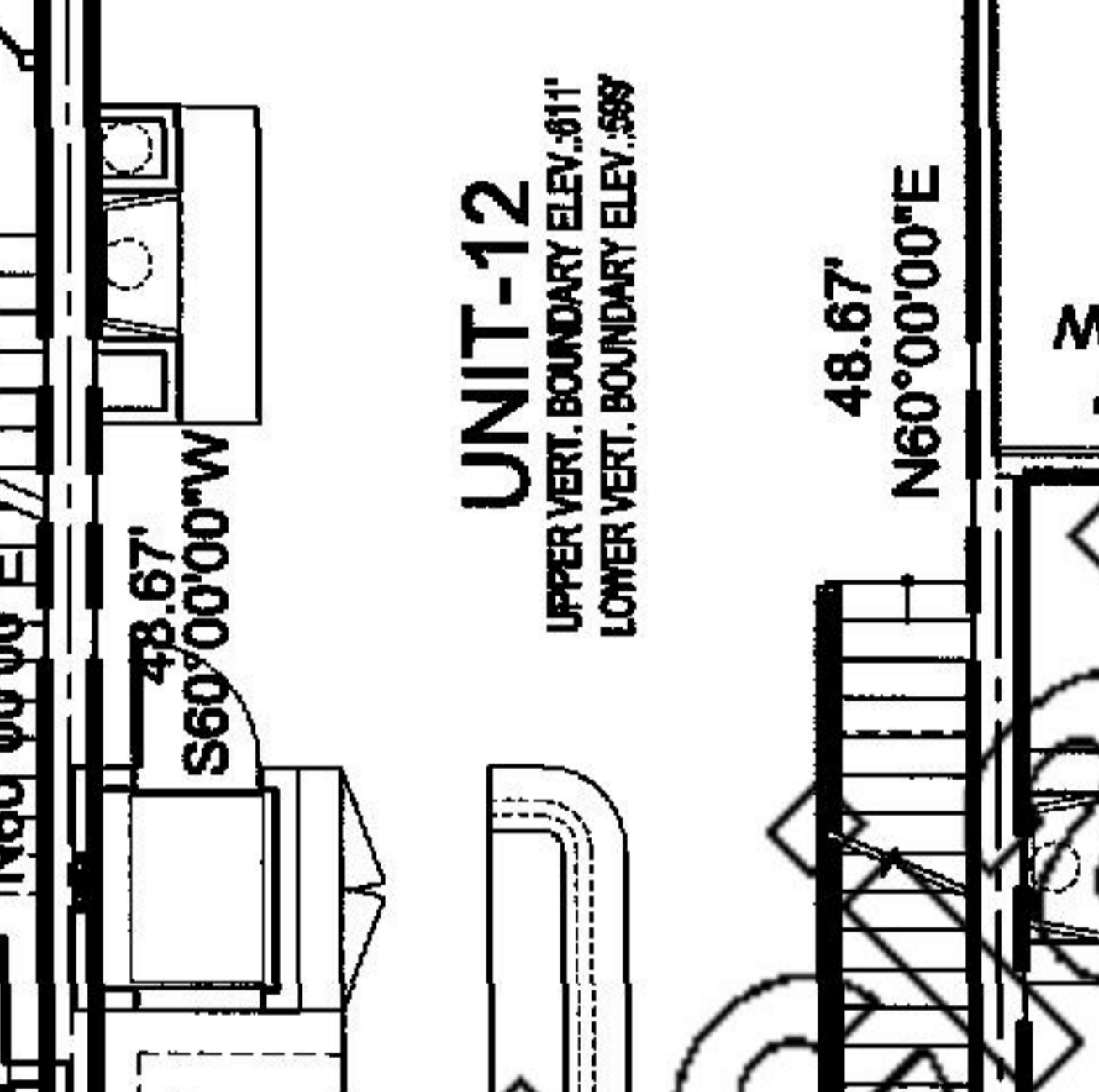
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INFORMATIONAL NOTES

LEGEND

- UNIT BOUNDARY LINE
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



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SHEET TITLE  
**SECOND FLOOR UNIT 12, 13**

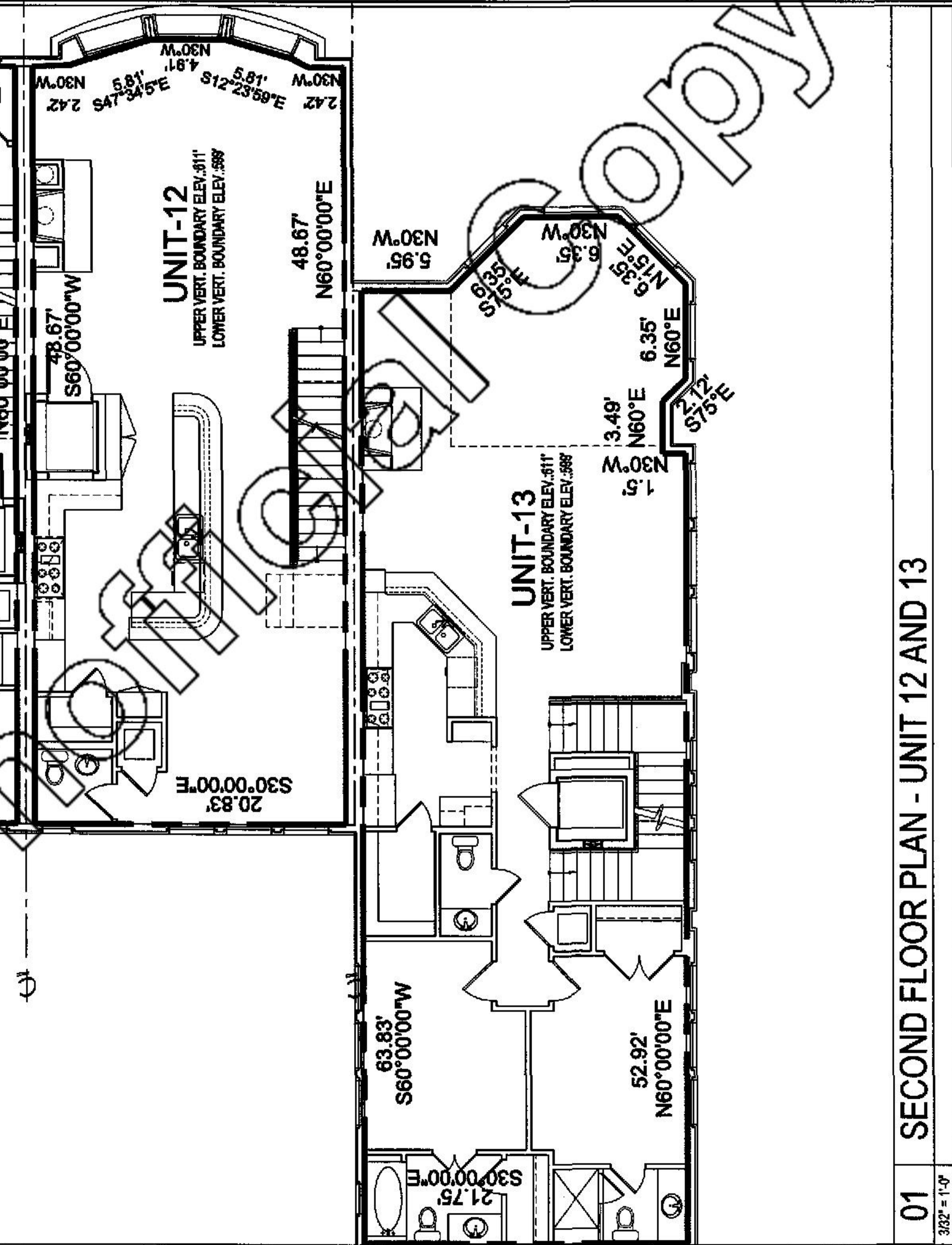
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1

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10/02/06

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0435

SHEET NO.  
**C3.6**



01 SECOND FLOOR PLAN - UNIT 12 AND 13

3/32" = 1'-0"

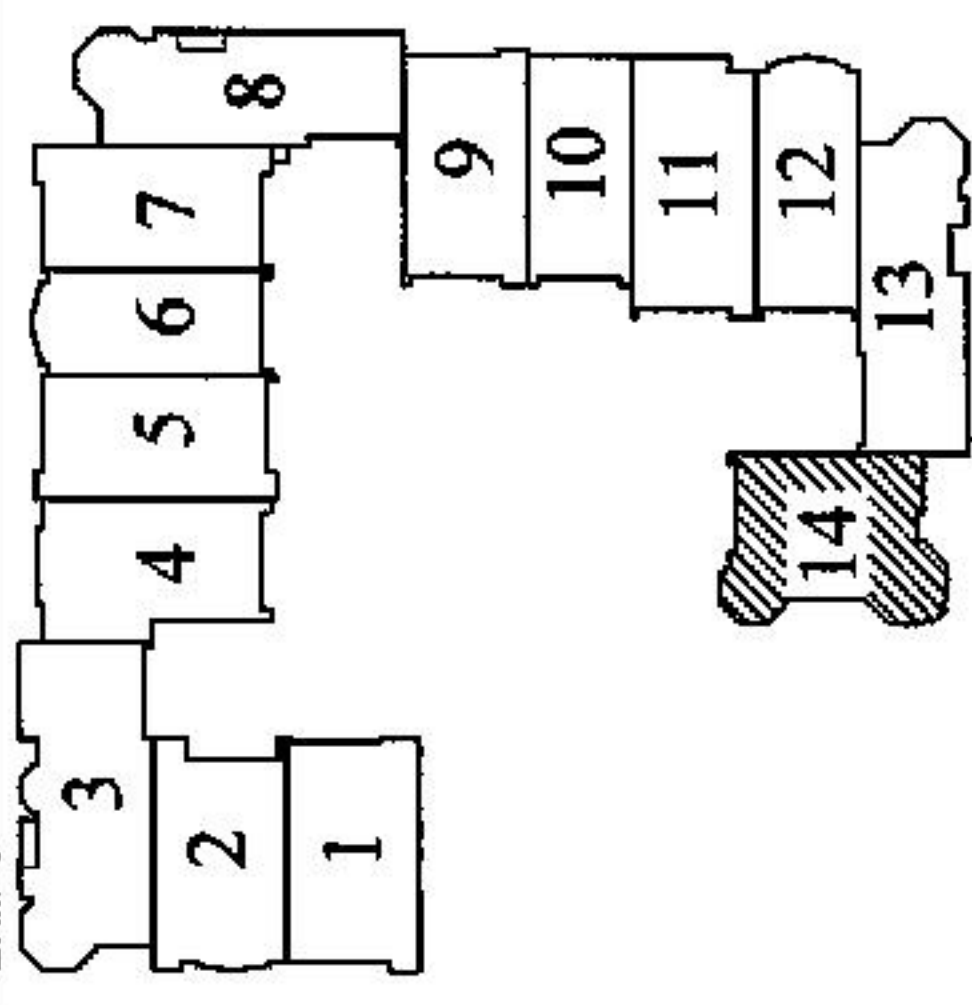
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INFORMATIONAL NOTES

**LEGEND**

- UNIT BOUNDARY LINE
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

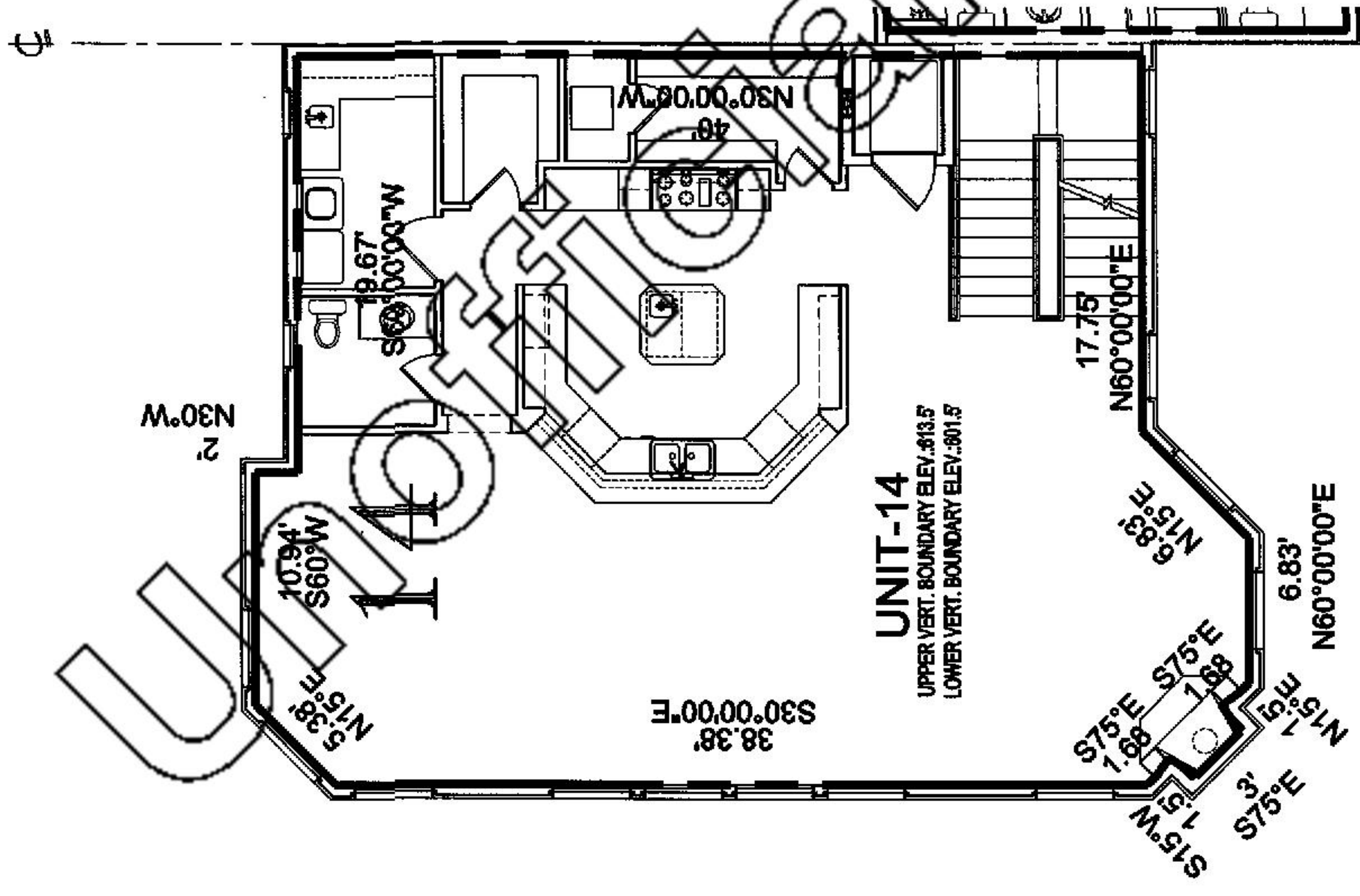


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SHEET TITLE: **SECOND FLOOR UNIT 14**  
DRAWN BY: **AGD/ESH** ISSUE: **1** ISSUE DATE: **10/02/06** SHEET NO.: **C3.7**  
CHECKED BY: **0435** PROJECT NO. **0435**



**UNIT-14**  
UPPER VERT. BOUNDARY ELEV.: 813.5  
LOWER VERT. BOUNDARY ELEV.: 801.5

**01 SECOND FLOOR PLAN - UNIT 14**

3/32" = 1'-0"

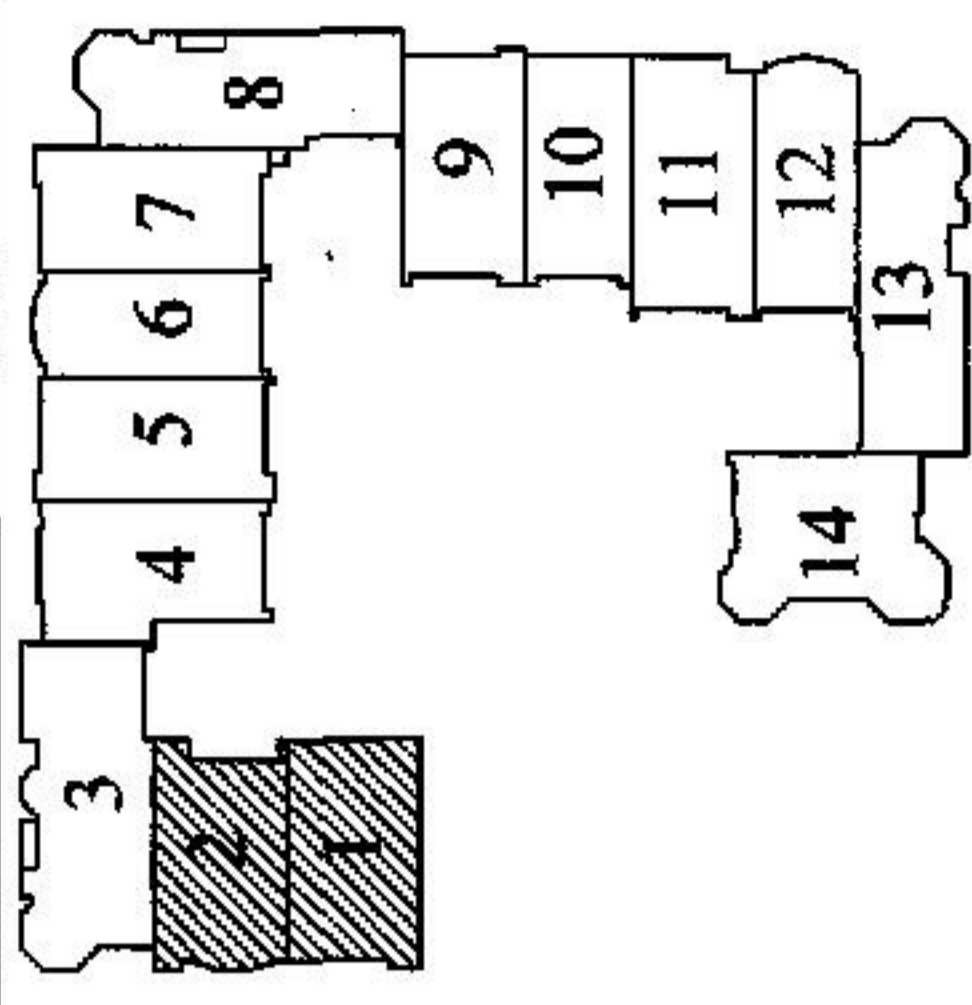
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### INFORMATIONAL NOTES

**LEGEND**

- UNIT BOUNDARY LINE
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



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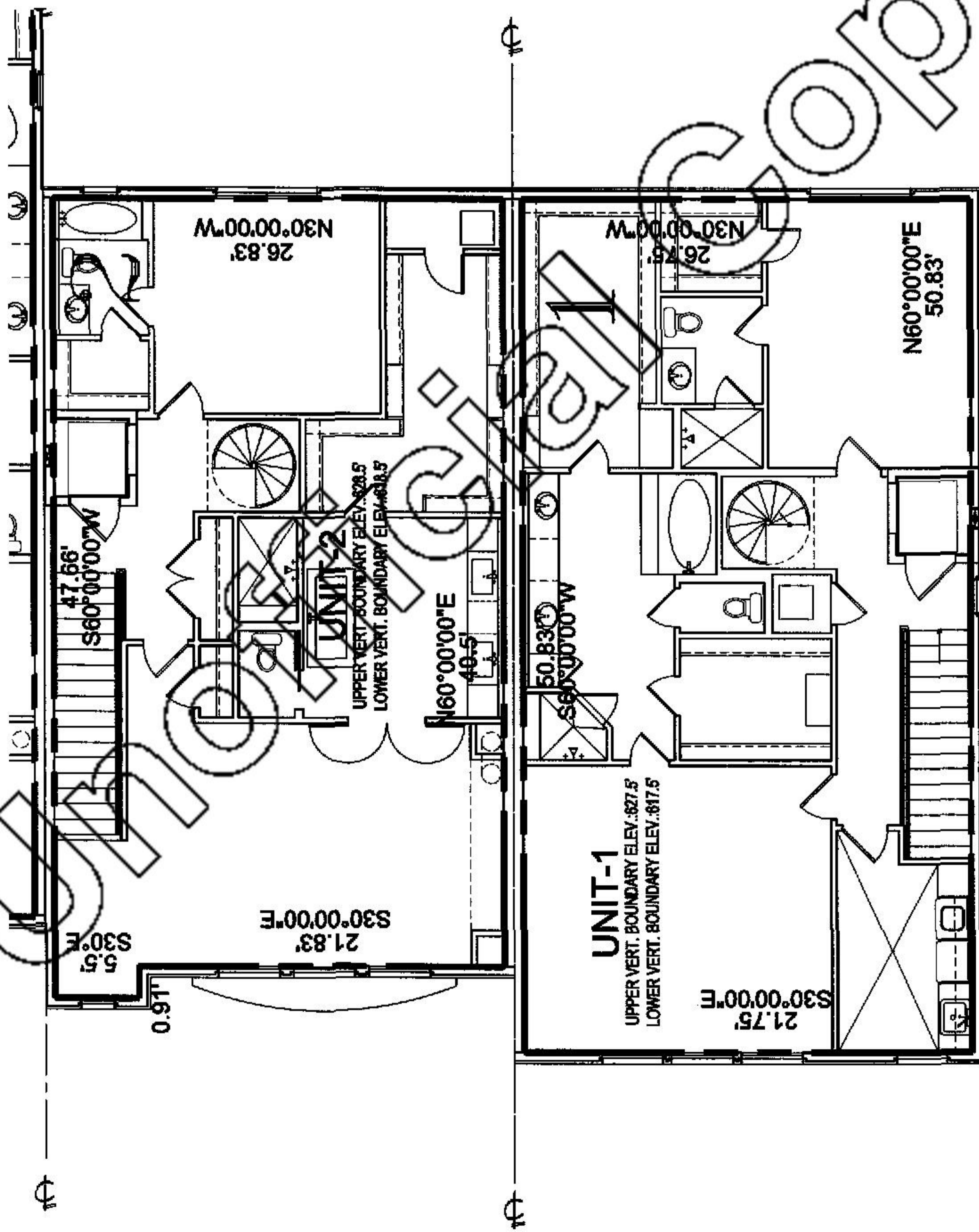
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SHEET TITLE: **THIRD FLOOR UNIT 1 AND 2**

DRAWN BY: **AGD/ESF** ISSUE: **1** ISSUE DATE: **10/07/06** SHEET NO. **C4.1**

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01 THIRD FLOOR PLAN - UNIT 1 AND 2

3/32" = 1'-0"

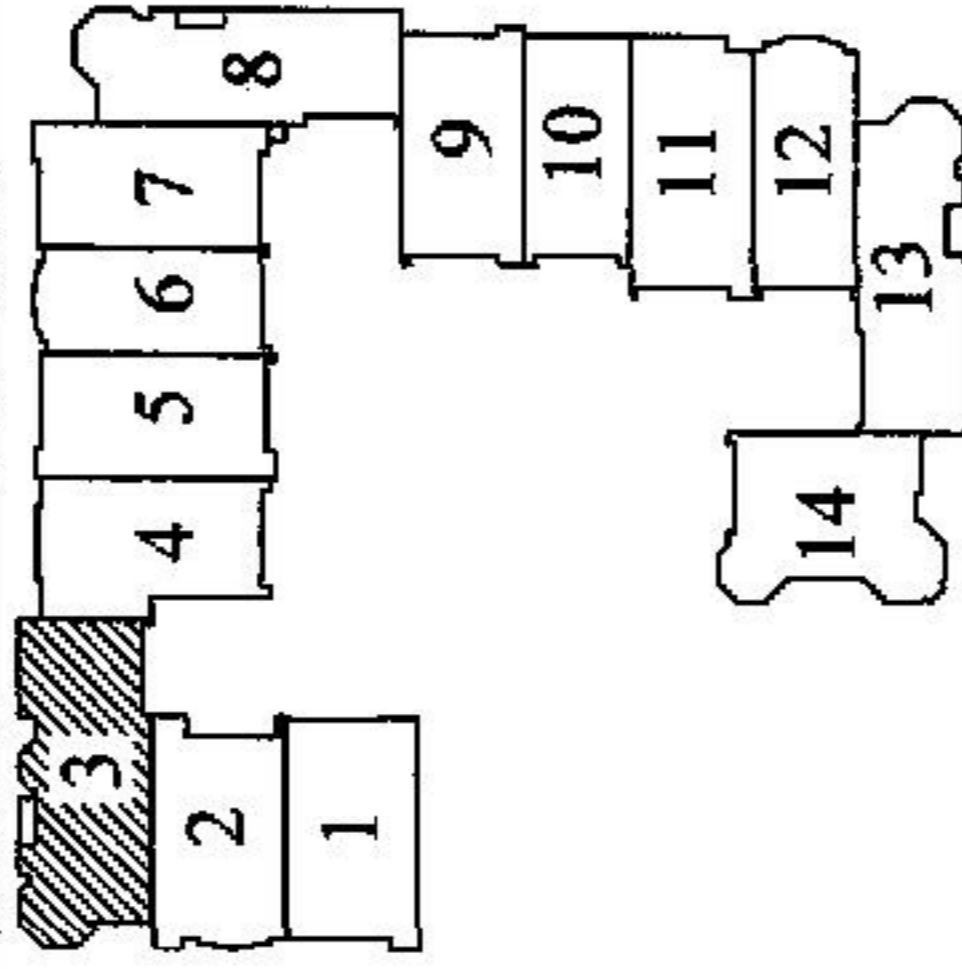
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### INFORMATIONAL NOTES

**LEGEND**

- UNIT BOUNDARY LINE
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



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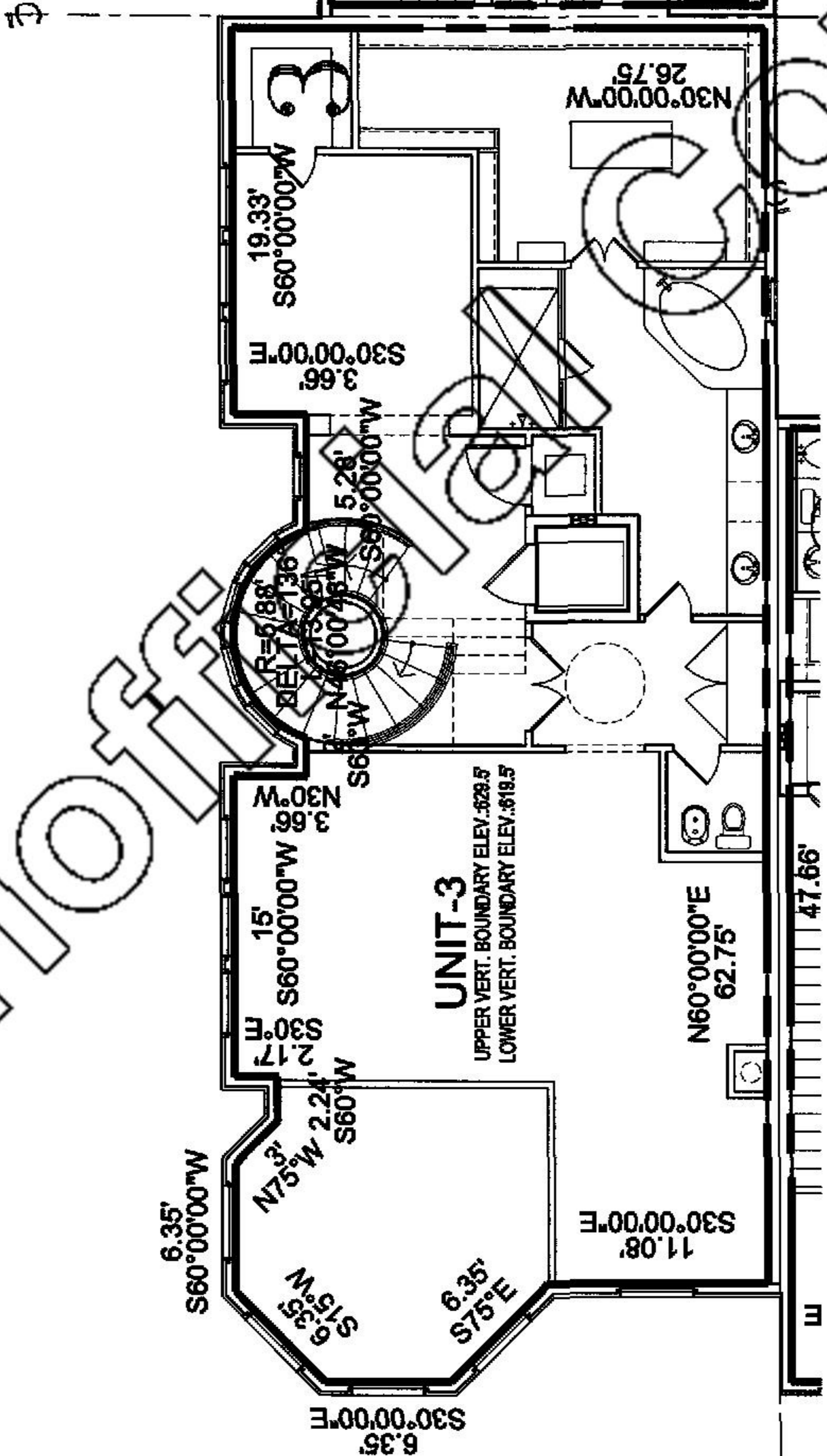
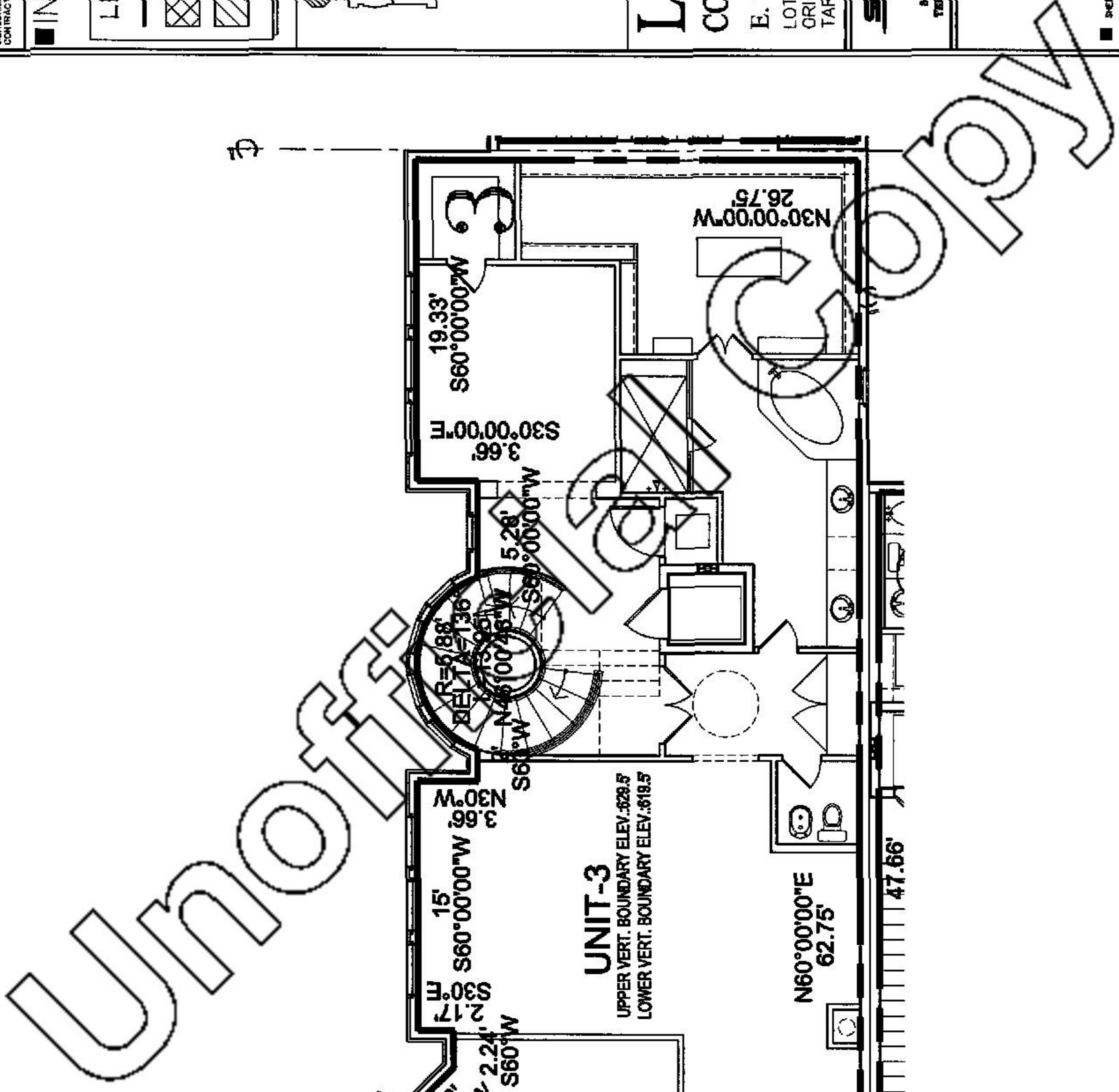
E. 7TH STREET  
LOT 1-R, BLOCK 69  
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TARRANT COUNTY, TEXAS

**SCHAUMBURG ARCHITECTS**  
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SHEET TITLE: **THIRD FLOOR UNIT 3**

DRAWN BY: **AGD/ESH** ISSUE: **10/02/06** SHEET NO. **C4.2**

CHECKED BY: **0435** PROJECT NO. **0435**



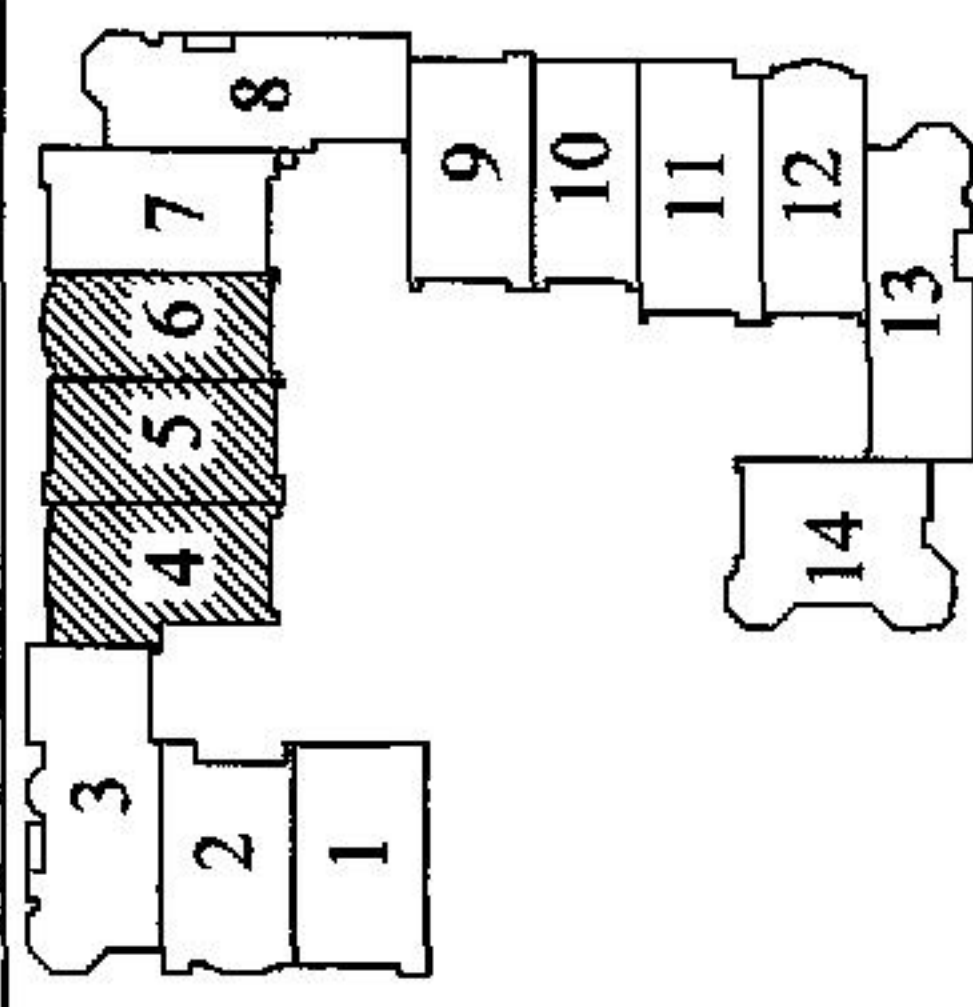
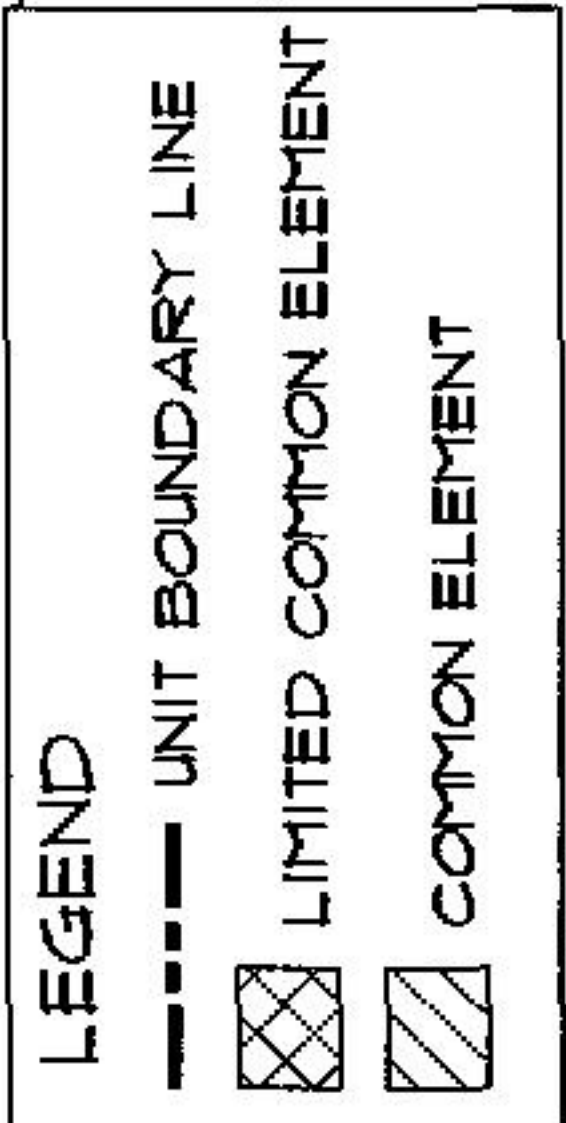
01 THIRD FLOOR PLAN - UNIT 3

3/32" = 1'-0"

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INFORMATIONAL NOTES

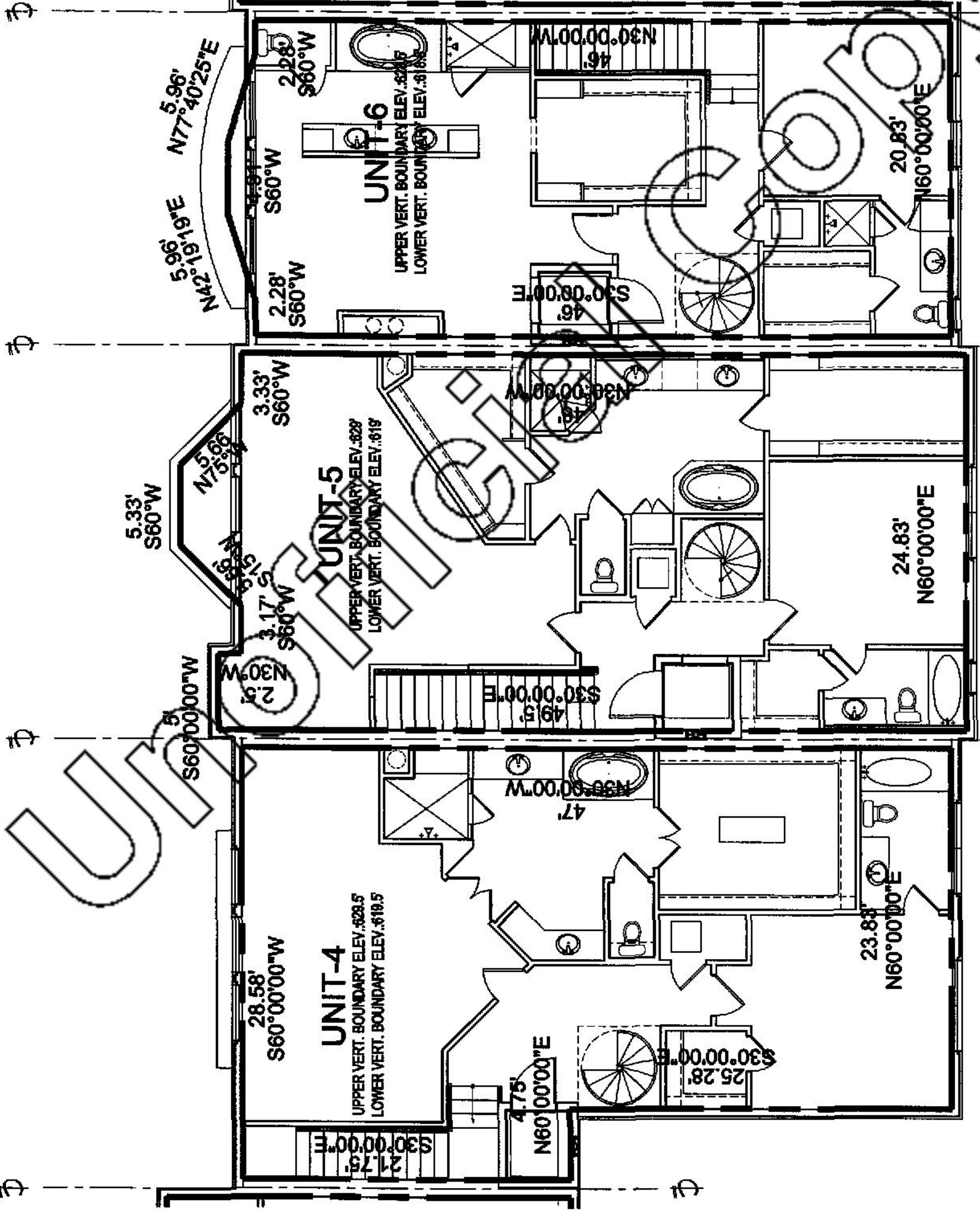


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 FORT WORTH, TX 76104  
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SHEET TITLE  
 THIRD FLOOR UNIT 4, 5, 6  
 DRAWN BY AGD/ESF  
 ISSUE 1  
 ISSUE DATE 10/02/06  
 SHEET NO. C4.3  
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01 THIRD FLOOR PLAN - UNIT 4, 5 AND 6

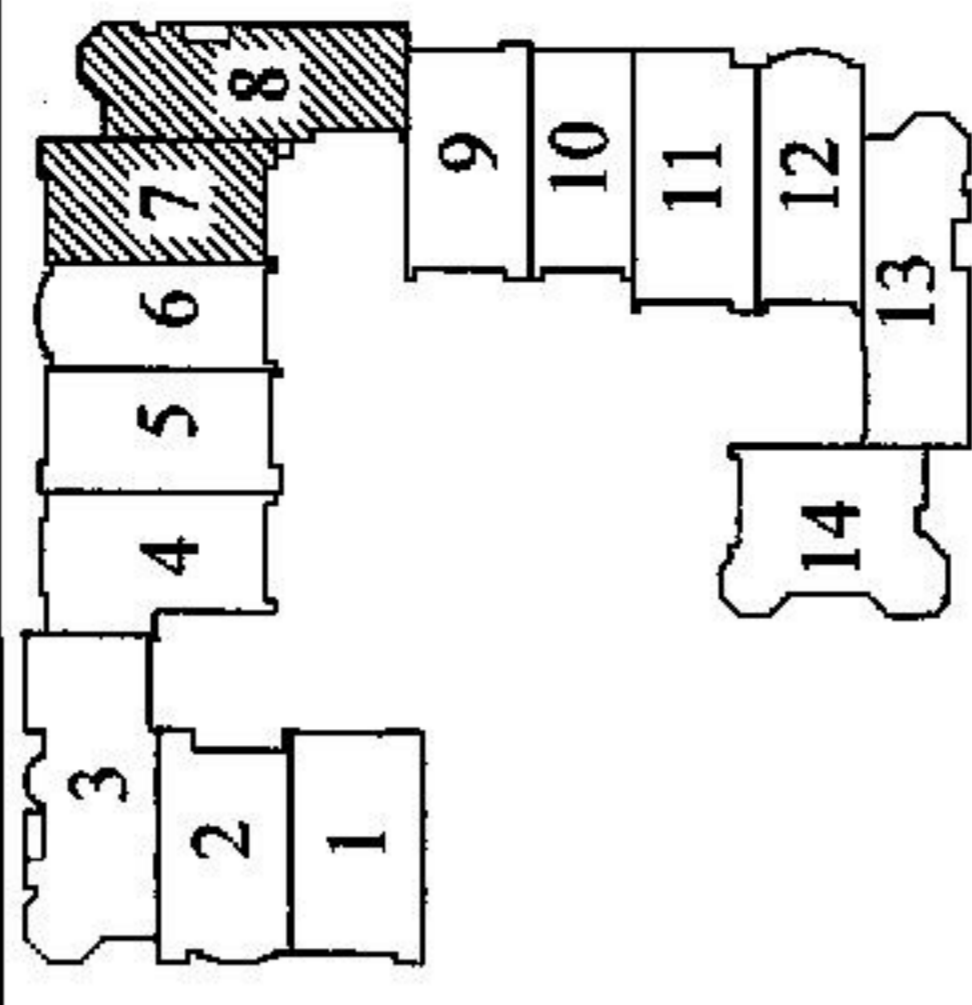
3/32" = 1'-0"

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**INFORMATIONAL NOTES**

**LEGEND**

- UNIT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT
- ▩ COMMON ELEMENT

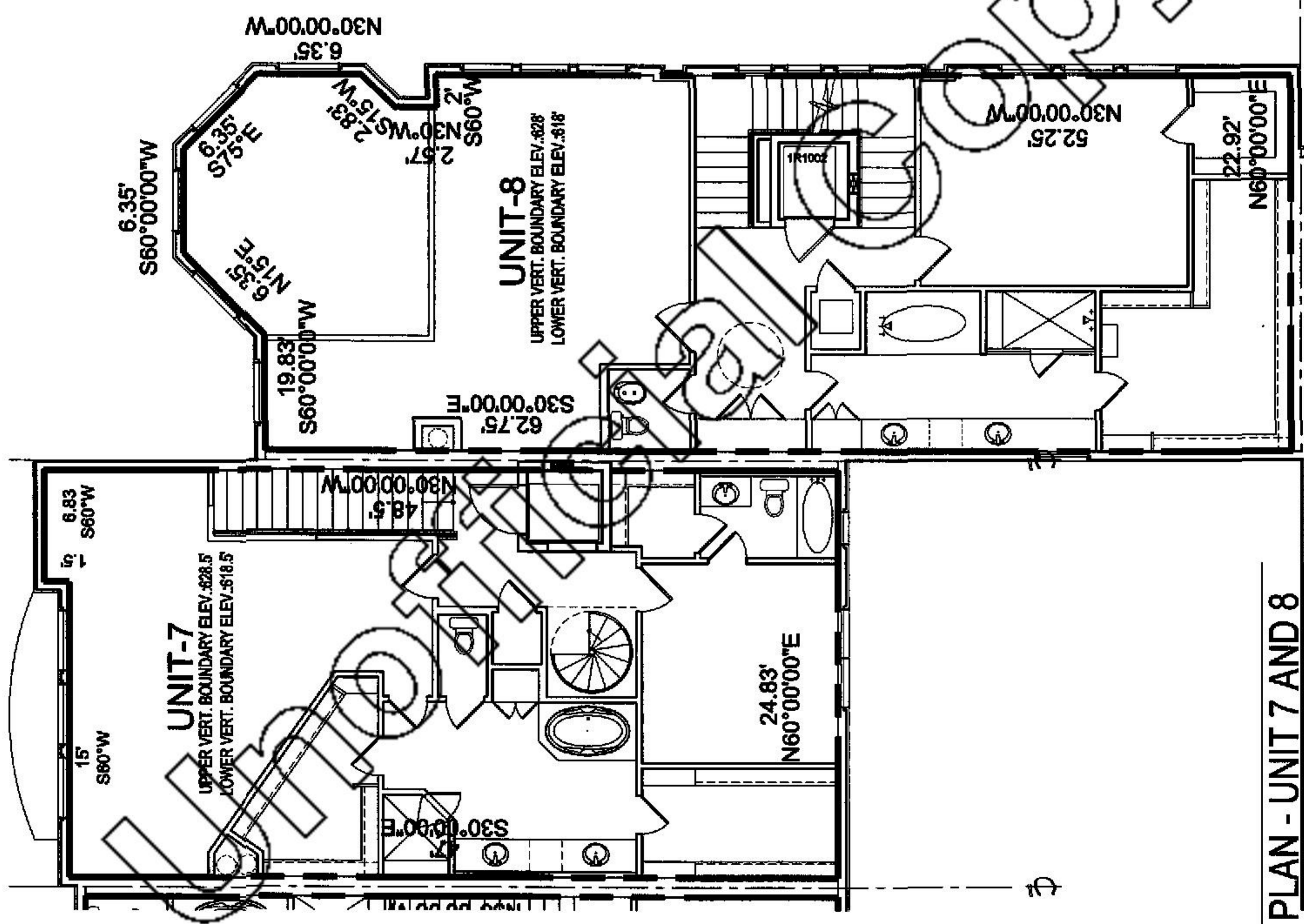


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SHEET TITLE: **THIRD FLOOR UNIT 7, 8**  
DRAWN BY: **AGD/ESF** ISSUE DATE: **10/02/06** SHEET NO: **C4.4**  
CHECKED BY: **PROJECT NO. 0435**



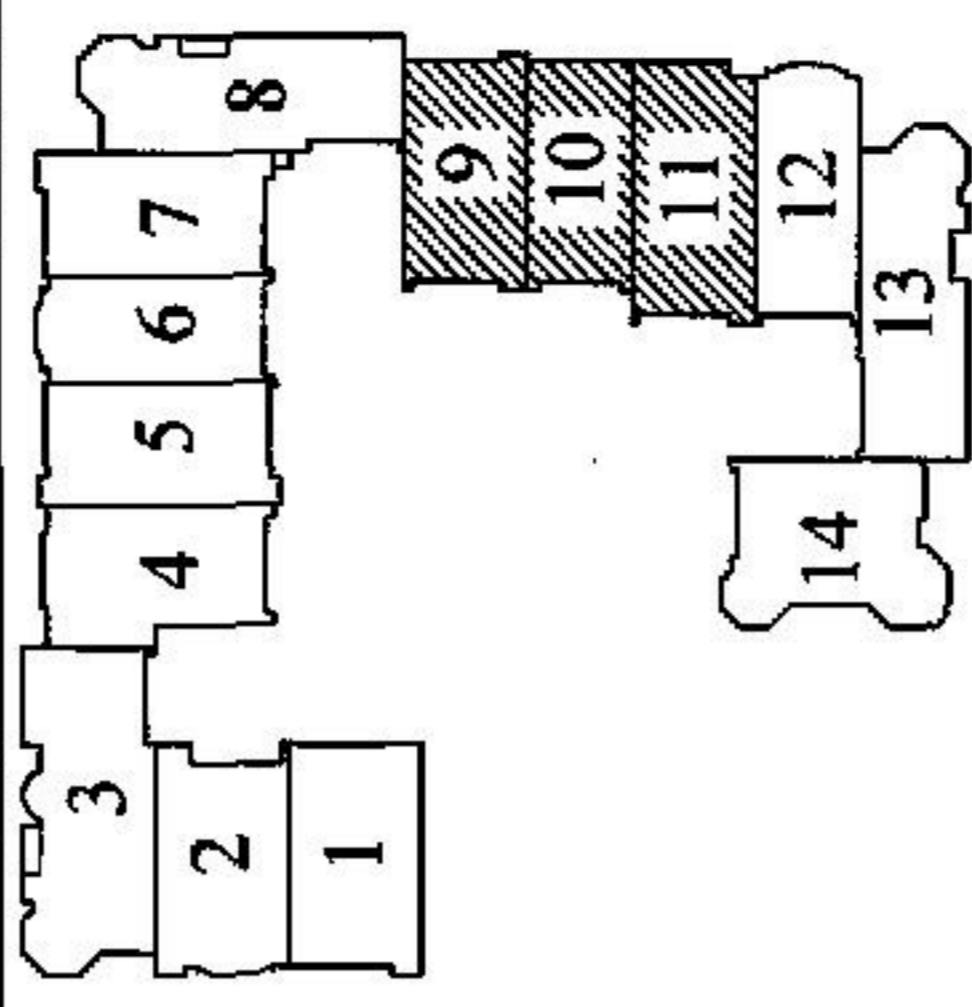
**01 THIRD FLOOR PLAN - UNIT 7 AND 8**

3/32" = 1'-0"

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**INFORMATIONAL NOTES**

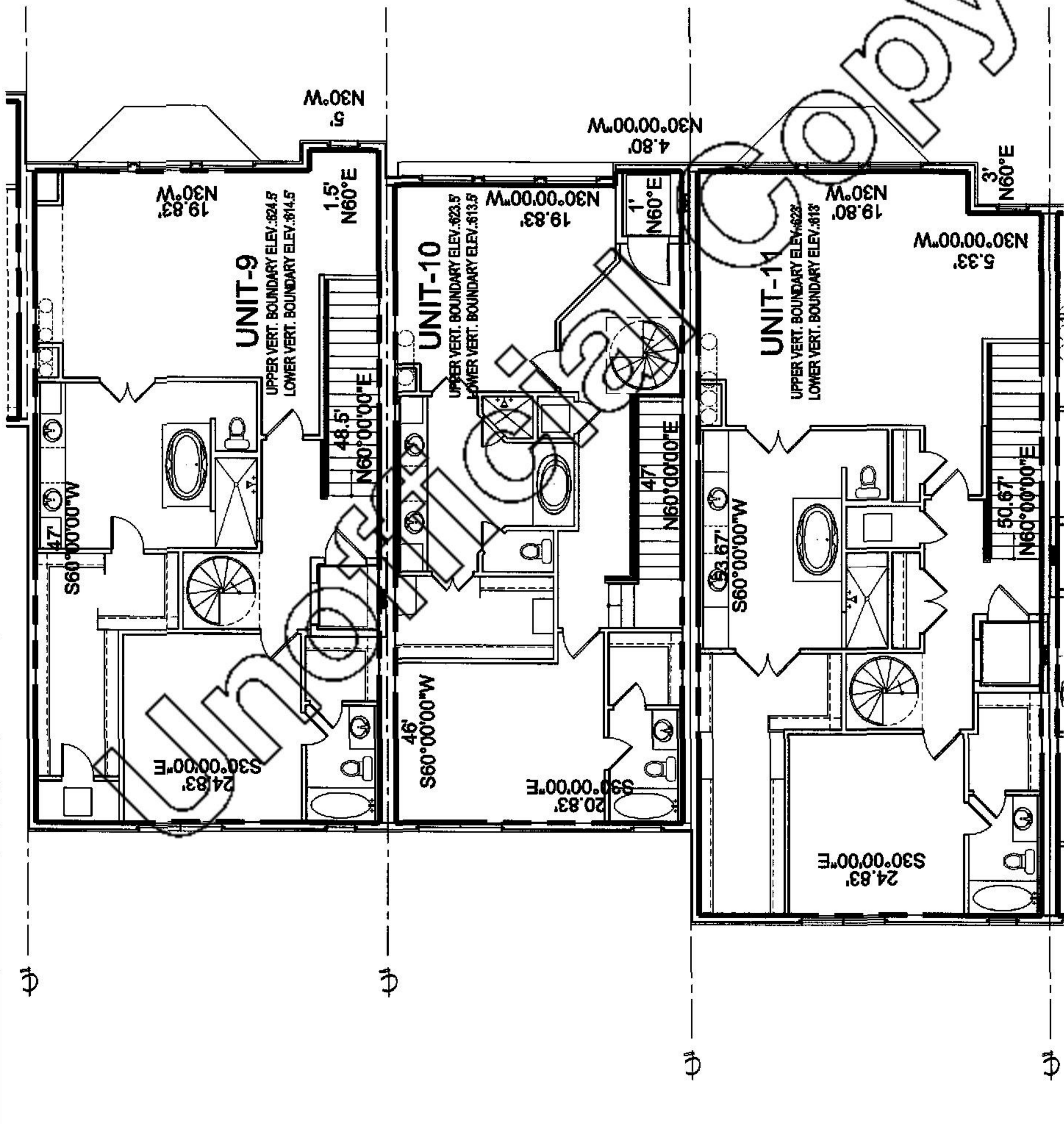


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SHEET TITLE: **THIRD FLOOR UNIT 9, 10, 11**  
 DRAWN BY: AGD/ESF  
 ISSUE DATE: 10/02/06  
 SHEET NO. C4.5  
 CHECKED BY: PROJECT NO. 0435



**01 THIRD FLOOR PLAN - UNIT 9, 10 AND 11**

3/32" = 1'-0"

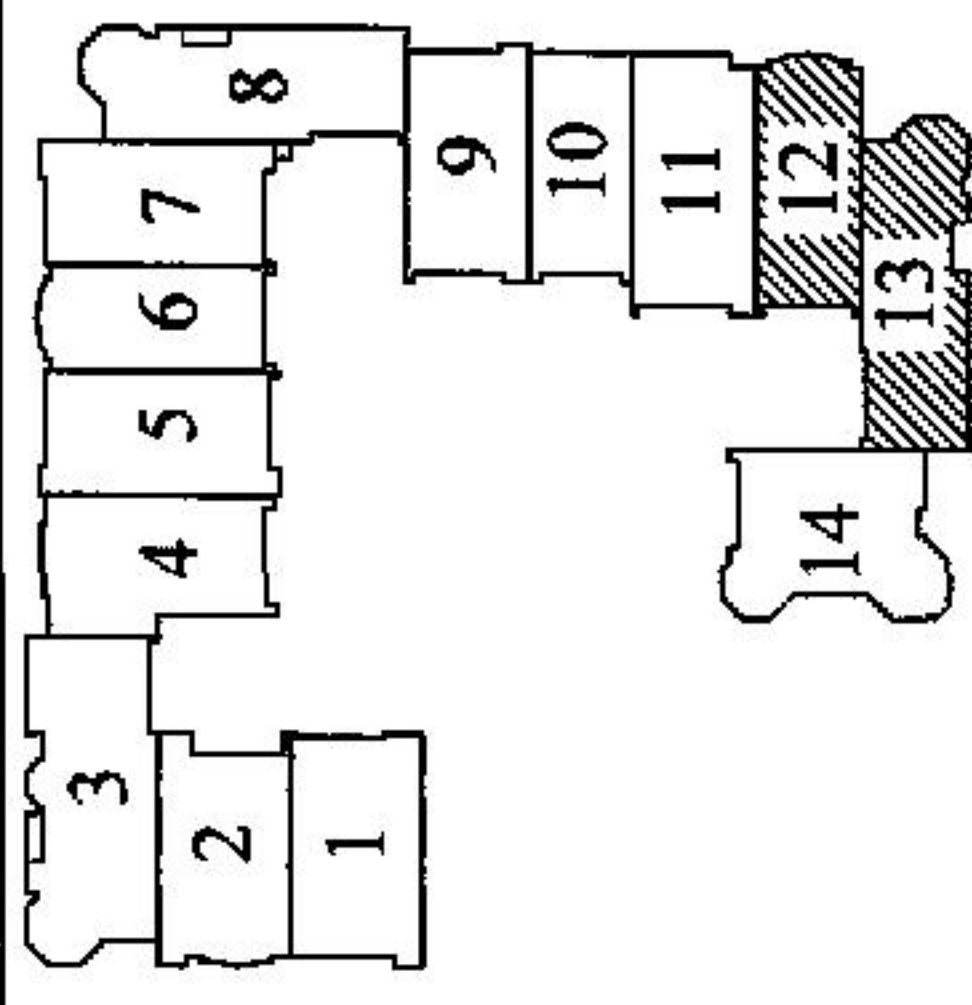
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### INFORMATIONAL NOTES

#### LEGEND

- UNIT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT
- ▩ COMMON ELEMENT



## Le Bijou CONDOMINIUMS

E. 7TH STREET  
LOT 1-R, BLOCK 69  
ORIGINAL TOWN OF FORT WORTH  
TARRANT COUNTY, TEXAS

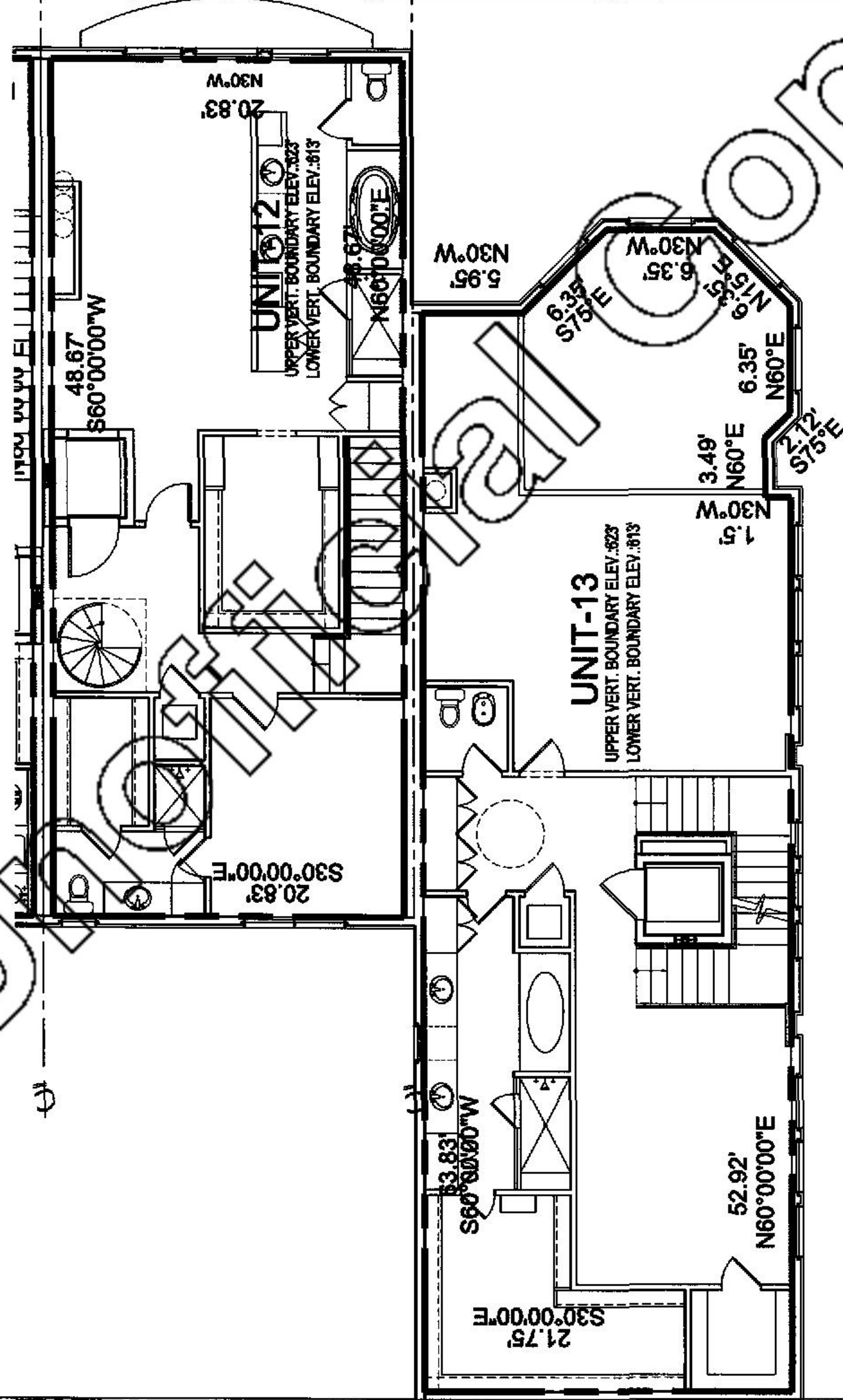
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ARCHITECTS

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FORT WORTH, TX 76104  
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SHEET TITLE  
THIRD FLOOR UNIT 12, 13

DRAWN BY AGD/ESF  
ISSUE 1  
ISSUE DATE 10/02/06  
SHEET NO. C4.6

CHECKED BY PROJECT NO. 0435



### 01 THIRD FLOOR PLAN - UNIT 12 AND 13

3/32" = 1'-0"

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LEGEND  
 - - - UNIT BOUNDARY LINE  
 [Cross-hatched] LIMITED COMMON ELEMENT  
 [Diagonal lines] COMMON ELEMENT

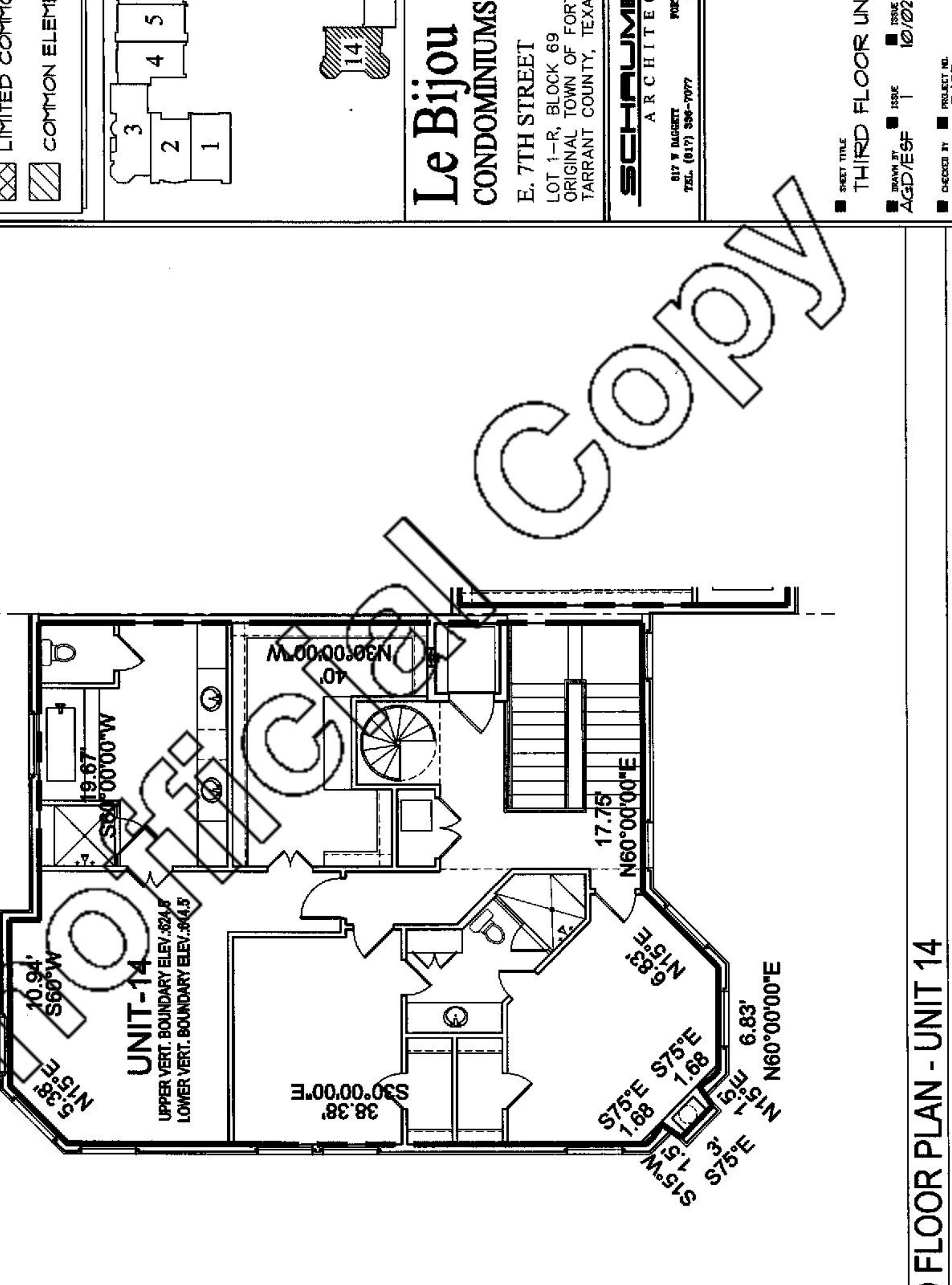
INFORMATIONAL NOTES



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 FORT WORTH, TX 76104  
 FAX (817) 336-7776

SHEET TITLE  
 THIRD FLOOR UNIT 14  
 DRAWN BY  
 AGD/ESF  
 ISSUE  
 10/02/06  
 SHEET NO.  
**C4.7**  
 CHECKED BY  
 PROJECT NO.  
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01 THIRD FLOOR PLAN - UNIT 14  
 3/32" = 1'-0"

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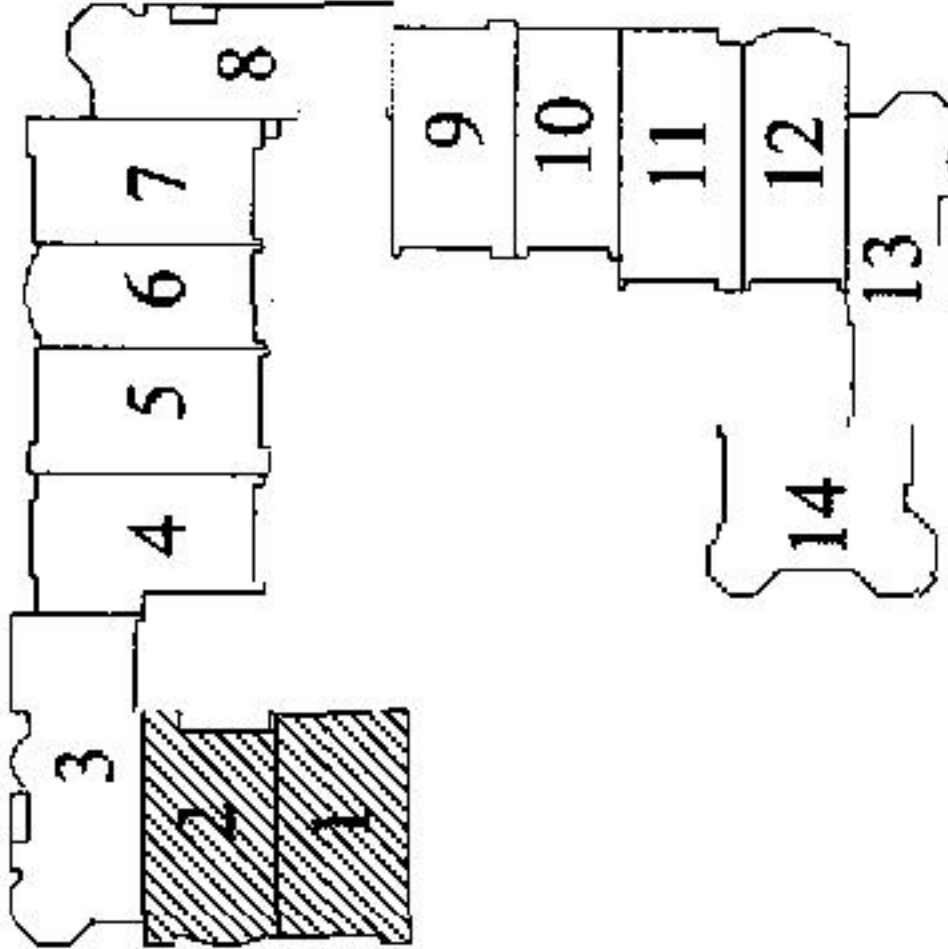
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**INFORMATIONAL NOTES**

**LEGEND**

- UNIT BOUNDARY LINE
- [Cross-hatched] LIMITED COMMON ELEMENT
- [Diagonal-hatched] COMMON ELEMENT



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FORT WORTH, TX 76104  
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SHEET TITLE  
**FOURTH FLOOR UNIT 1 AND 2**

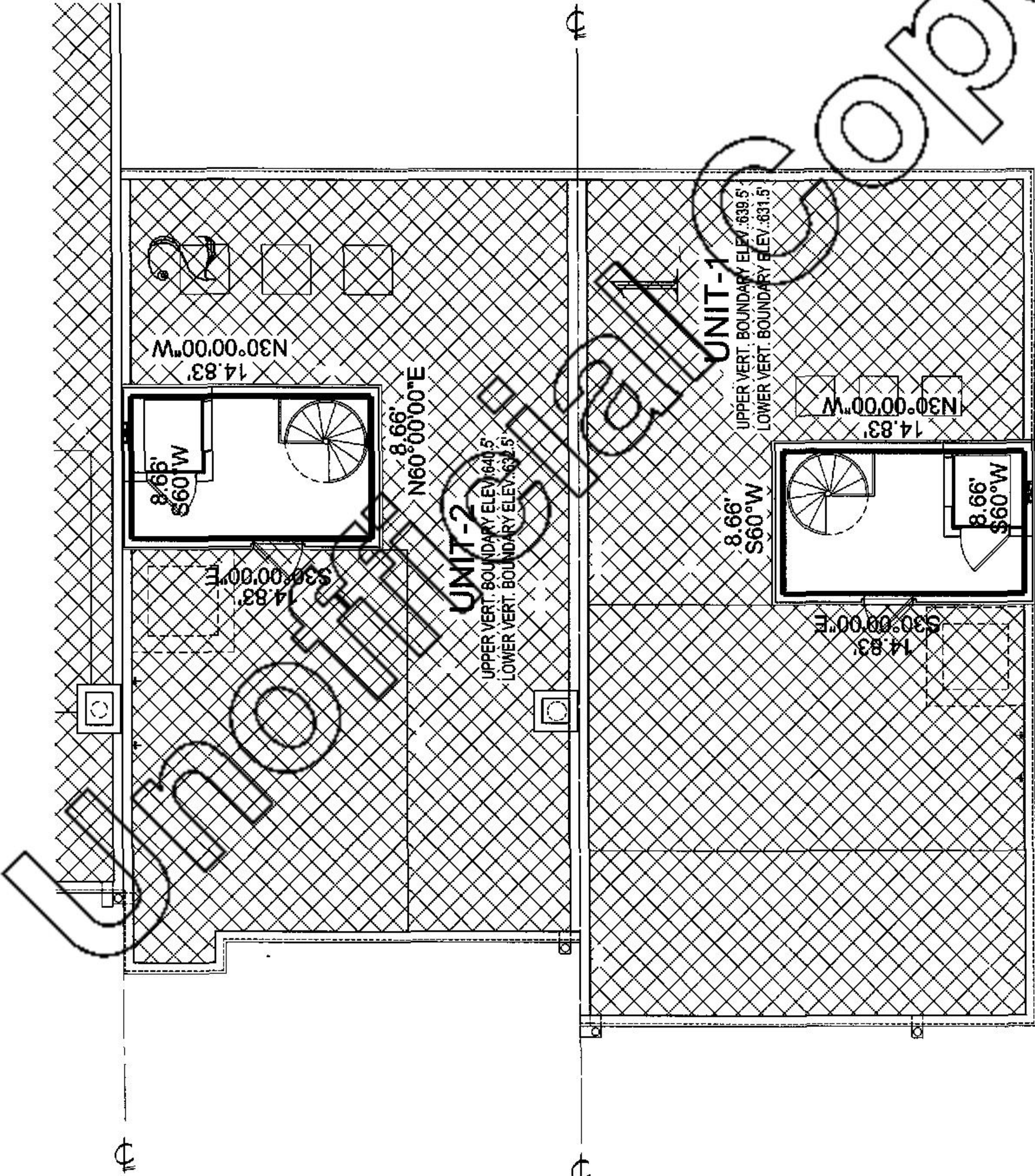
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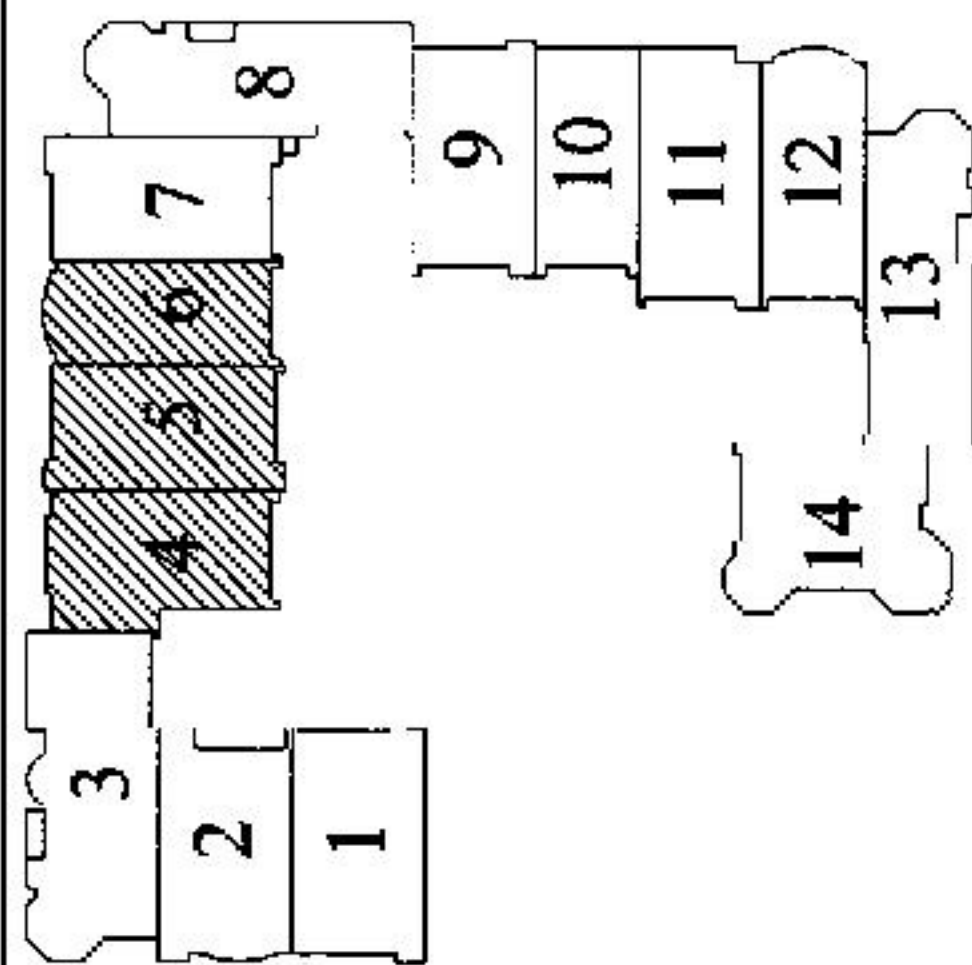
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### INFORMATIONAL NOTES

#### LEGEND

- UNIT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT
- ▩ COMMON ELEMENT



## Le Bijou CONDOMINIUMS

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SHEET TITLE

FOURTH FLOOR UNIT 4, 5, 6

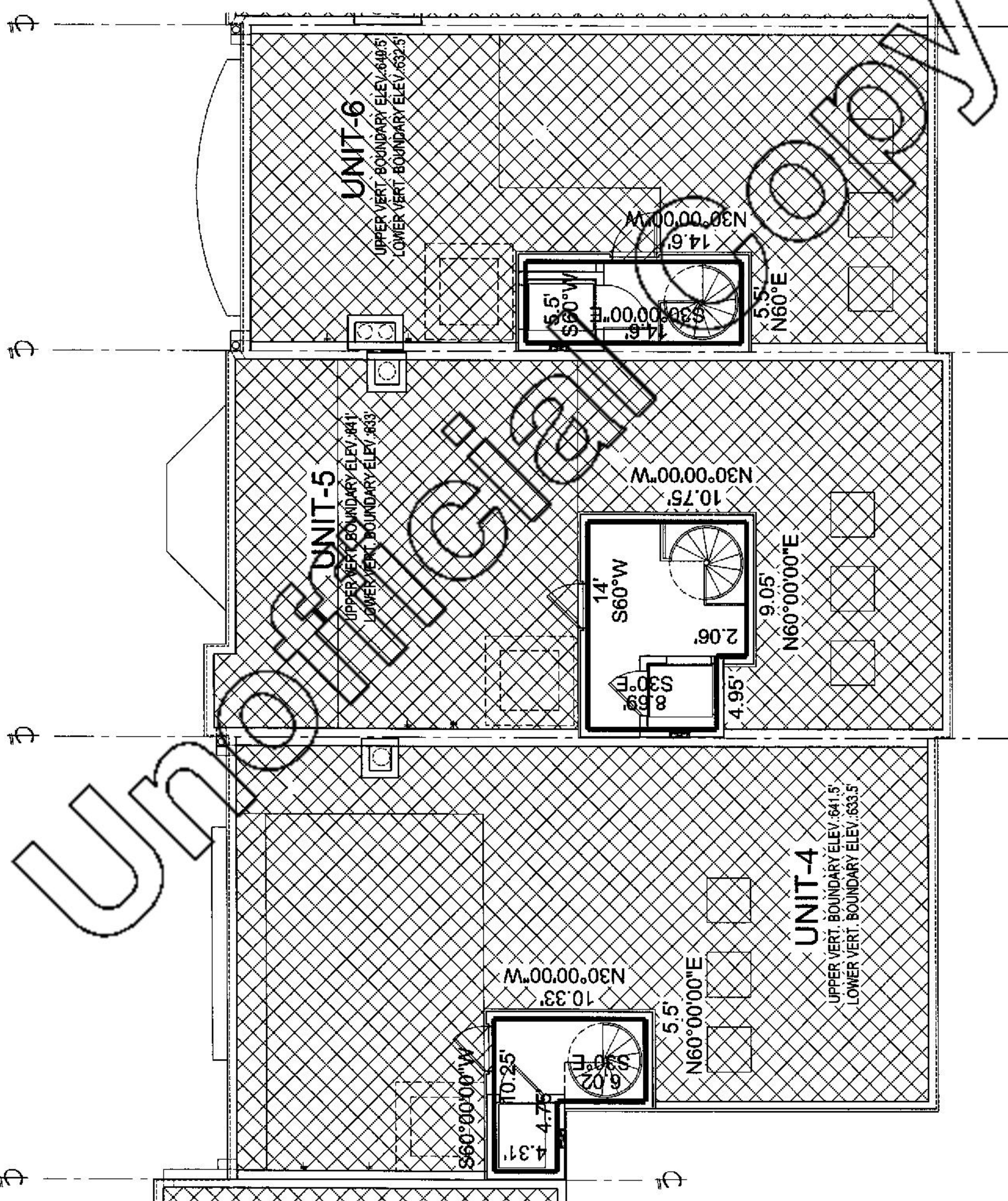
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01 FOURTH FLOOR PLAN - UNIT 4, 5, 6

3/32" = 1'-0"

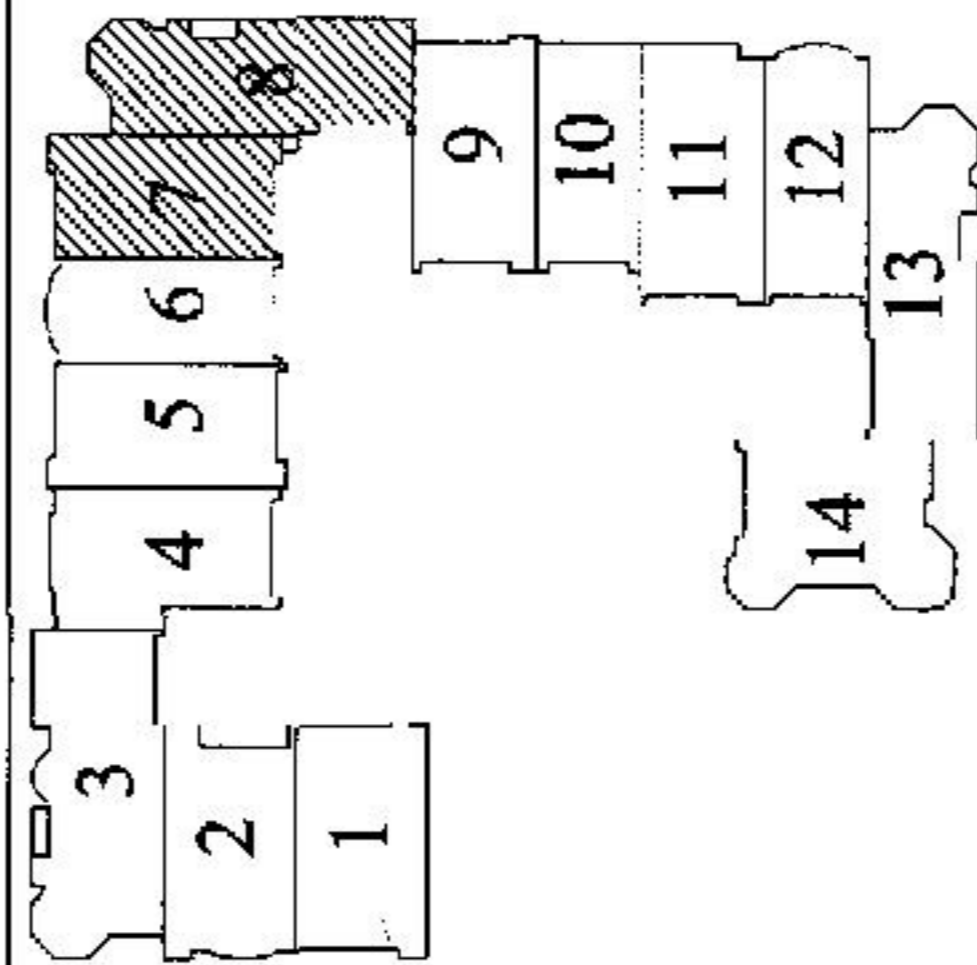
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INFORMATIONAL NOTES

LEGEND

- UNIT BOUNDARY LINE
- ▨ LIMITED COMMON ELEMENT
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SHEET TITLE

FOURTH FLOOR UNIT 7, 8

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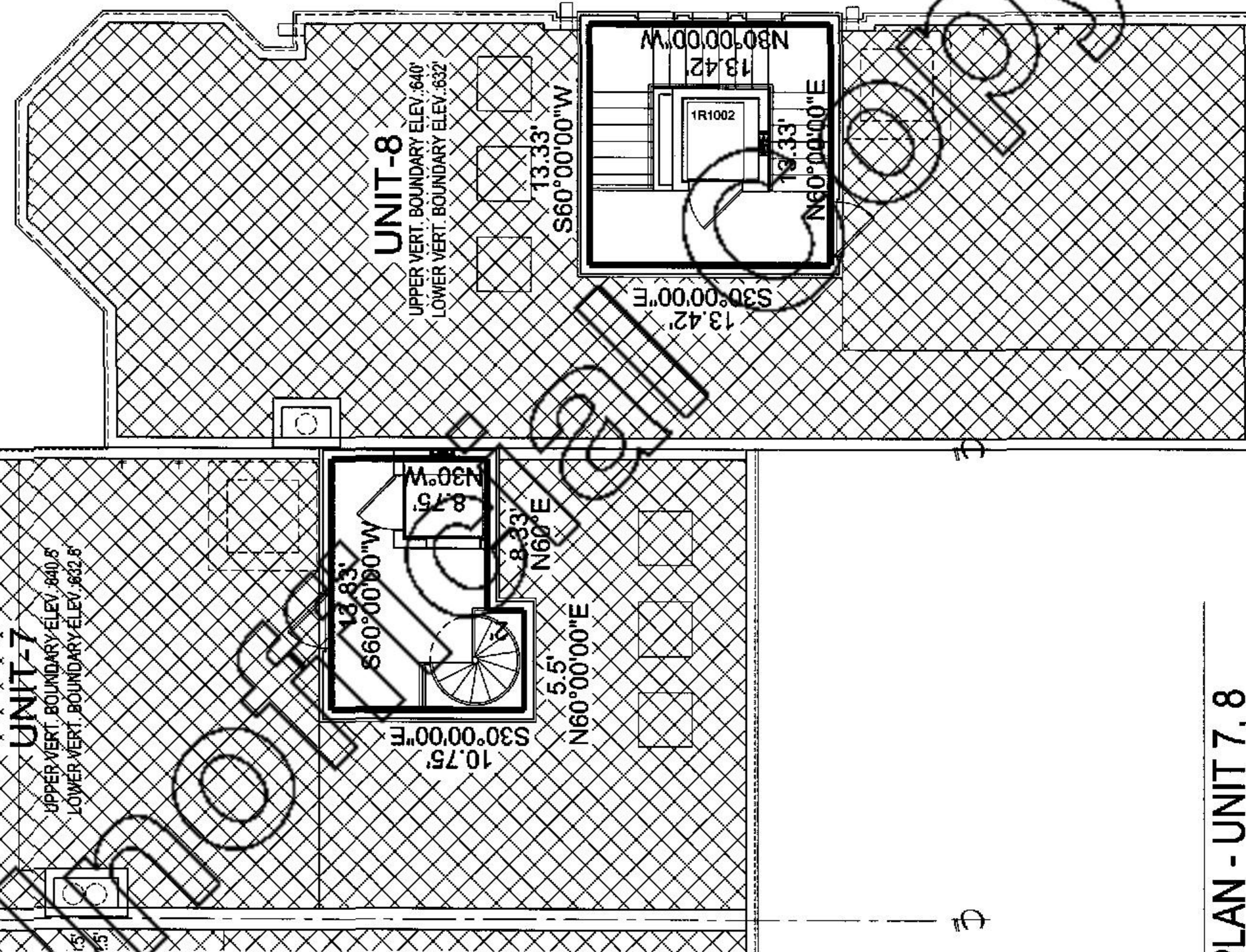
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01 FOURTH FLOOR PLAN - UNIT 7, 8

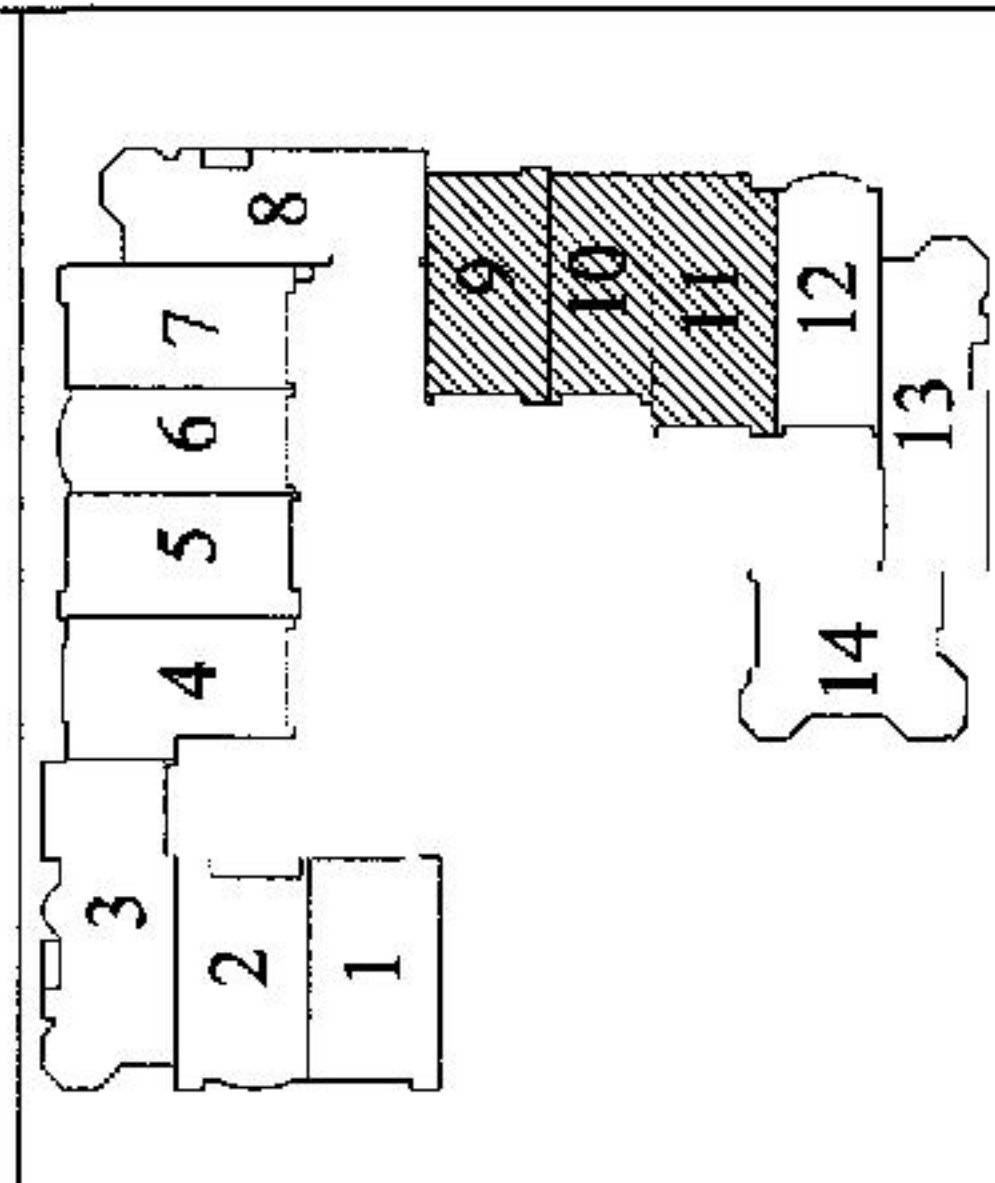
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  - ▨ LIMITED COMMON ELEMENT
  - ▩ COMMON ELEMENT



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SHEET TITLE  
**FOURTH FLOOR UNIT 9, 10, 11**

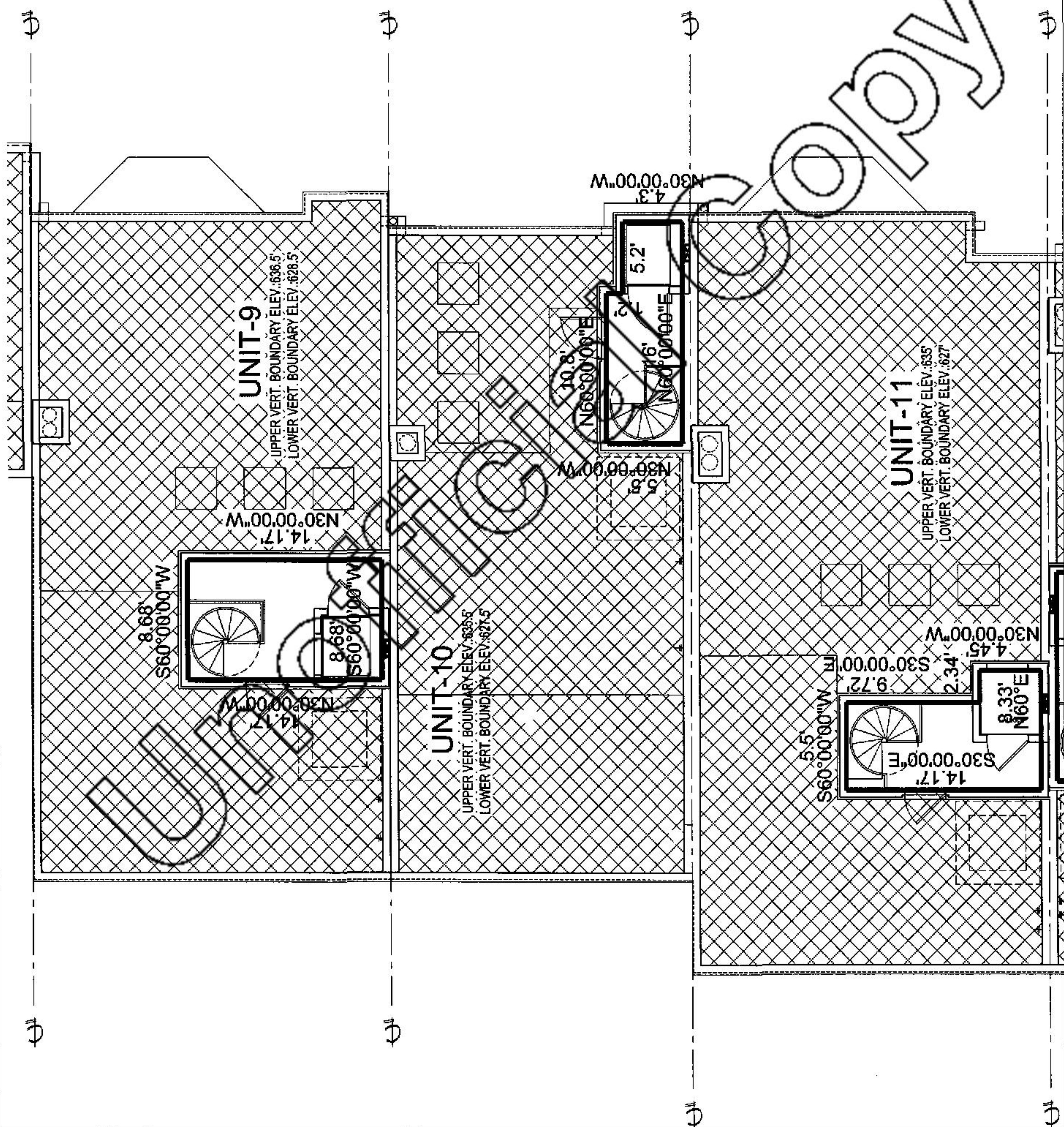
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**01 FOURTH FLOOR PLAN - UNIT 9, 10, 11**

3/32" = 1'-0"

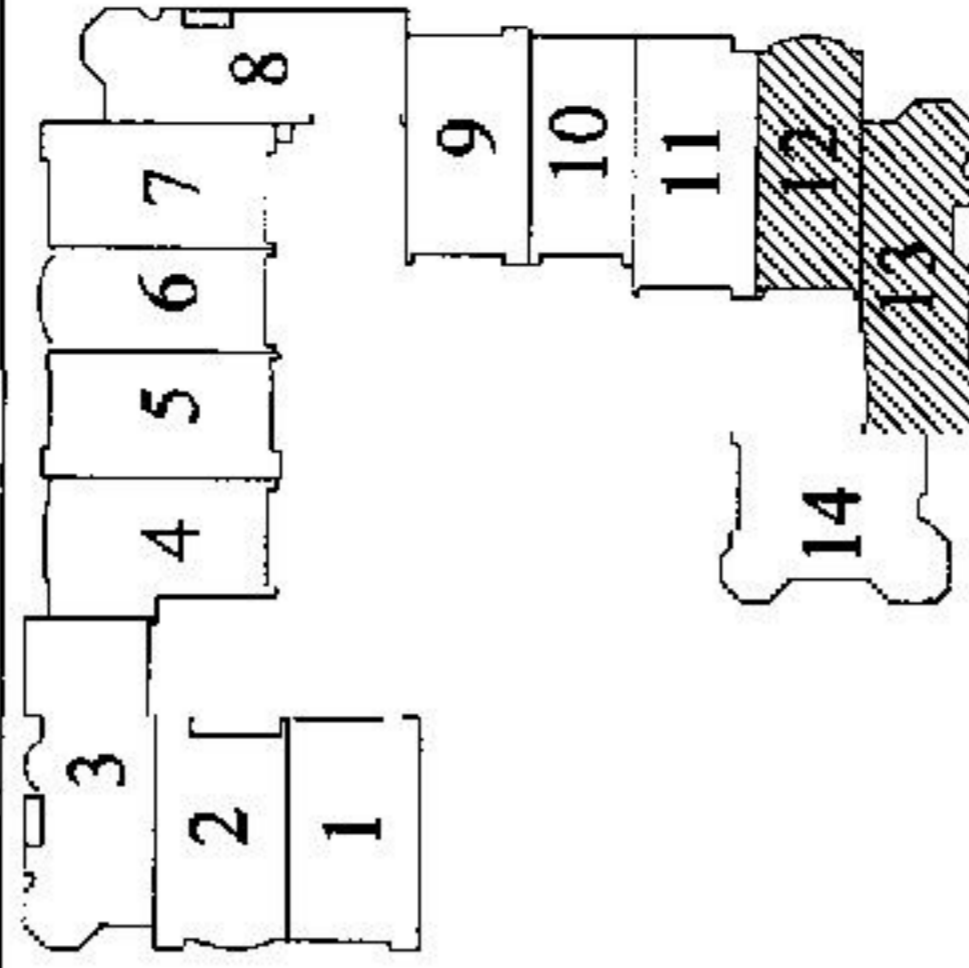
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#### LEGEND

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# Le Bijou

## CONDOMINIUMS

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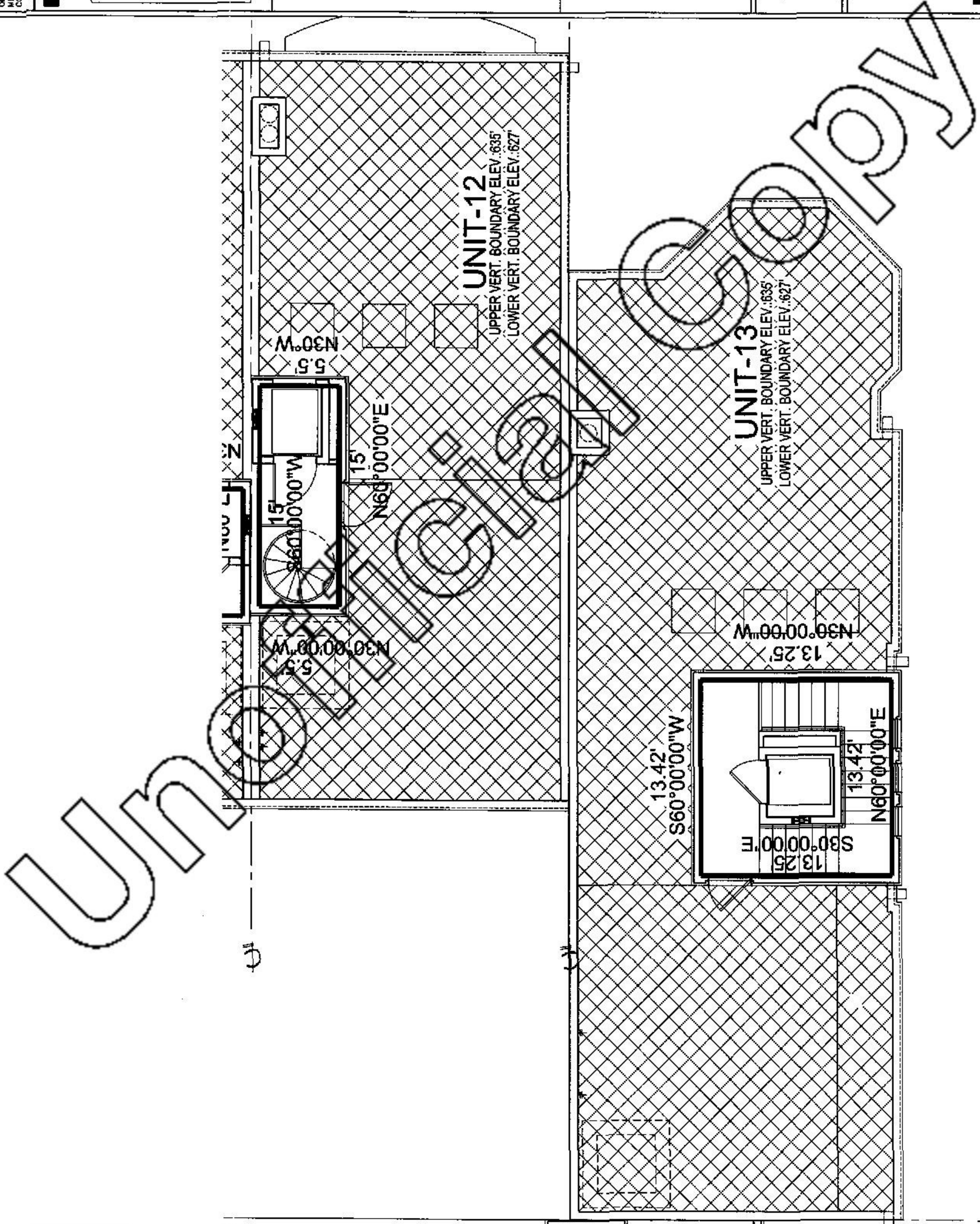
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**FOURTH FLOOR UNIT 12, 13**

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01 FOURTH FLOOR PLAN - UNIT 12, 13

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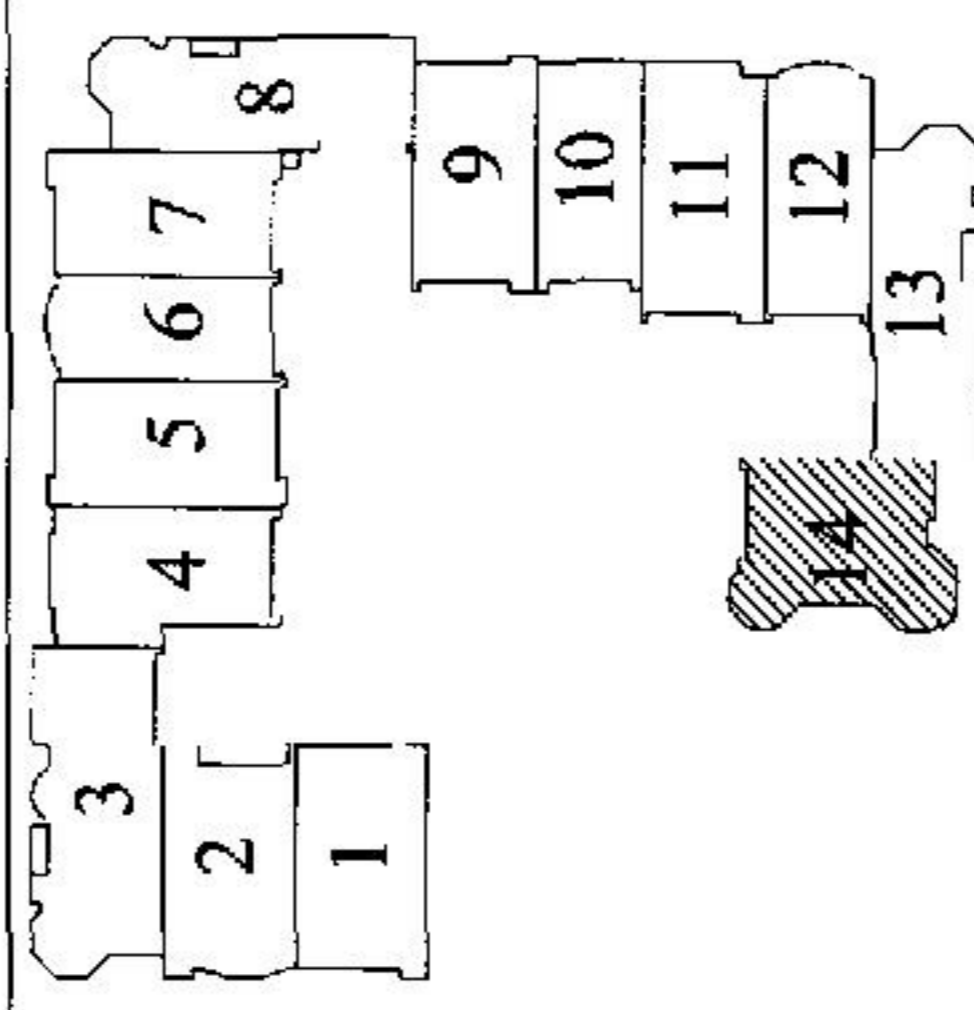
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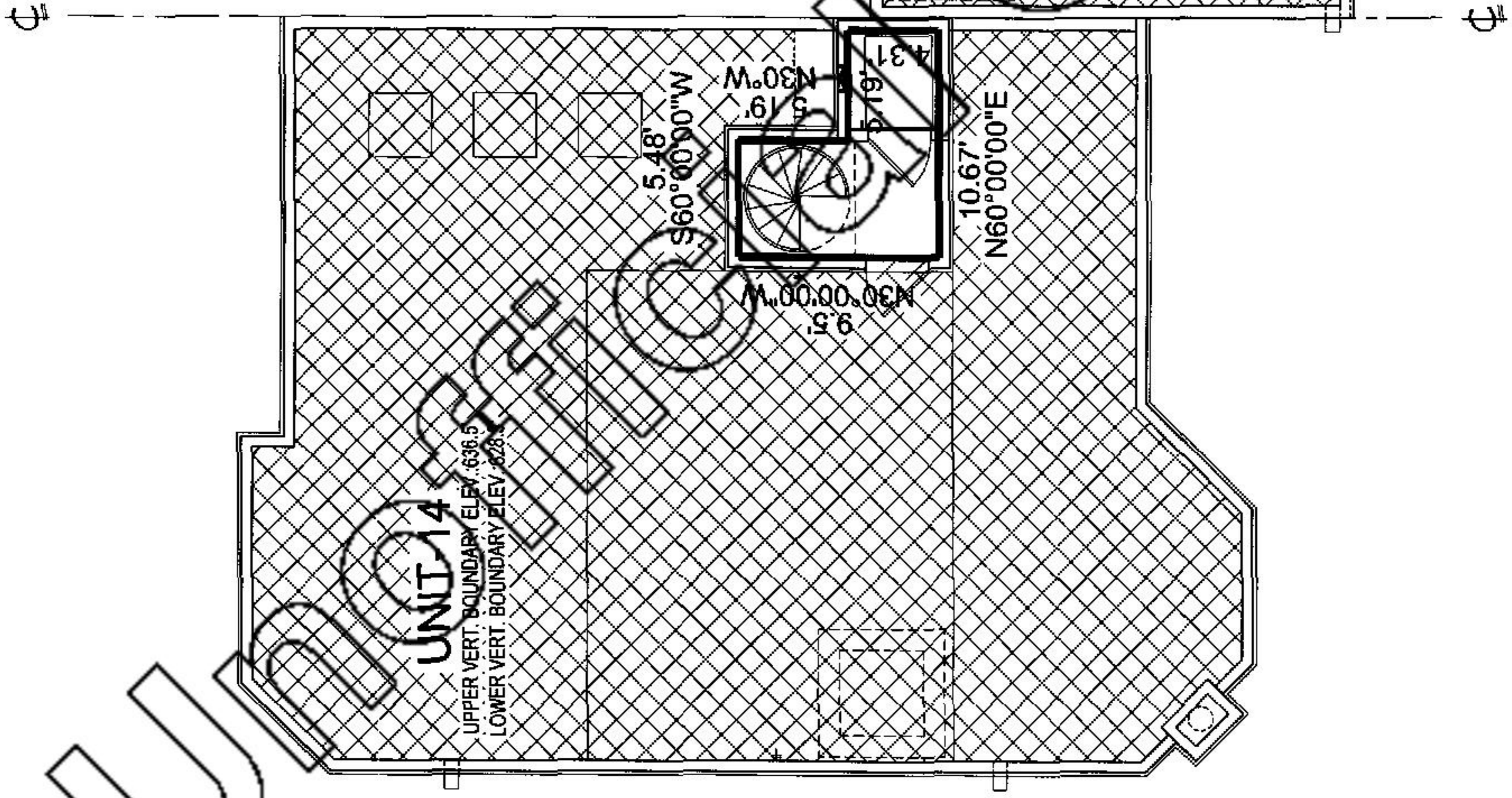
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**FOURTH FLOOR UNIT 14**

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**UNIT 14**

UPPER VERT. BOUNDARY ELEV. 636.5  
 LOWER VERT. BOUNDARY ELEV. 628

COPY

01 FOURTH FLOOR PLAN - UNIT 14

3/32" = 1'-0"

**CONDOMINIUM RECORD**  
**VOLUME 226 PAGE 179**

Le Bijou Condominiums

LE BIJOU CONDOMINIUMS LP  
817 W DAGGETT AVE

FT WORTH TX 76104



Submitter: LE BIJOU CONDOMINIUMS LP

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
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