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ENABLING DECLARATION

FOR ESTABLISHMENT OF A CONDOMINIUM REGIME FOR

SAGEWOOD CONDOMINIUM

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

WHEREAS, E. R. GREGG, III, TRUSTEE, hereinafter called "Grantor", is the sole owner in fee simple of the real property hereinafter described upon which there is situated an apartment project consisting of eleven multiple unit apartment buildings containing a total of one hundred individual apartments, one recreational building, and one hundred sixty-one individual parking spaces, together with certain other facilities and structures as appurtenances thereto, which apartment project is known as SAGEWOOD CONDOMINIUM; and

WHEREAS, said Grantor now submits said property and improvements thereon to the condominium regime established by the Texas Condominium Act, in order to hereby establish by this Declaration a plan for the individual and exclusive ownership of the separate real property freehold estates thereby created, consisting of the area or space enclosed within the boundaries, as herein defined, of each apartment in said multiple unit apartment buildings and the co-ownership, as tenants in common, of all the remaining real property which is hereinafter defined as the "common elements" of the property:

Now, therefore, in furtherance of said plan of condominium ownership and the purposes and intents hereof, said Grantor, the sole owner in fee simple of said property and improvements, hereby makes the following declarations as to the provisions, descriptions, definitions, restrictions, covenants, limitations, conditions, rights, privileges, obligations and liabilities which shall apply to, govern, control and regulate the sale, re-sale or other disposition, acquisition, ownership, use and enjoyment of said property and improvements and the real property freehold estates hereby established, hereby specifying and agreeing that said declarations and the provisions hereof shall be and constitute covenants to run with the land and shall be binding on Grantor, his successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns, to-wit:

1. Said Grantor, in order to establish said plan of condominium ownership for the hereinbelow described property and improvements, hereby expressly submits said property and improvements to the condominium regime established by the Texas Condominium Act, as now existing or hereafter amended, and does hereby covenant and agree that he hereby divides said real property into the following separate freehold estates, to-wit:

(a) Each of the one hundred individual apartment spaces in said multiple unit apartment buildings hereinafter described shall constitute a separate freehold estate. The boundaries of each such apartment space shall be and are the interior surfaces of the perimeter walls, floors, ceilings, and the unit includes both the portions of the building so described

(REFILED TO AMEND ARTICLE III, ADMINISTRATION, ITEM 3, TO ADD DATE OF FIRST MEETING AND SUCCEEDING MEETINGS.)

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and the airspace so encompassed, excepting the common elements. The individual ownership of each apartment space herein defined shall further include the interior construction, interior dividing walls, partitions, appliances, fixtures and improvements which are intended to exclusively serve such apartment space, such as interior room walls, floors and ceiling covering or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures, air conditioning and heating equipment and wiring (whether located within or outside of the perimeter boundary of said apartment), and other separate items or chattels belonging exclusively to such apartment which may be removed, replaced, disposed of or otherwise treated without affecting any other apartment space or the ownership, use or enjoyment thereof. None of the land in this project on which any apartment or carport or parking space is located shall be separately owned, as all land in this project shall constitute part of the "general common elements" of the property as hereinafter defined, and shall be owned in common by the owners of the apartment units in this condominium project.

(b) The "general common elements" of the property as described and defined in paragraph 11, below, and the respective undivided interest therein of each owner of an individual apartment space, shall constitute a freehold estate; and it is hereby covenanted and stipulated that each such undivided interest in the general common elements shall be held and owned together with and may not be sold, conveyed or otherwise disposed of or encumbered separate from the individual apartment to which it is allocated.

2. For the purposes of this Declaration, the ownership of each "apartment space" shall include the apartment space itself and the respective undivided interest in the general common elements allocated to the apartment space, and such apartment space and undivided interest in the general common elements shall together constitute an apartment unit.

3. The legal description of the land, known as the project tract of land, which together with all improvements thereon is hereby submitted to said condominium regime, is situated in Midland County, Texas, and is more fully described as follows:

> BEING a tract or parcel of land situated in the City of Midland, Midland County, Texas, and being part of Lot 1, Block 26 of Crestgate Addition Section 11 an addition to the City of Midland as recorded in Cabinet C, Slide 61 of the Map Records of Midland County, Texas, and being more particularly described as follows:
>
> BEGINNING at a point for corner in the westerly line of North Midkiff Road, said point being North 15°11'18" West a distance of 15.0 feet from the intersection of the southerly projection of said westerly line and the easterly projection of the northerly line of Caldera Boulevard;
>
> THENCE in a southerly and westerly direction along the northwesterly cut-off line between the westerly line of North Midkiff Road and the northerly line of Caldera Boulevard and along a curve to the right having a radius of 15.0 feet, a central angle of 90° and an arc length of 23.56 feet to the end of said curve to the right in the northerly line of Caldera Boulevard, at the beginning of a curve to the left;

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THENCE in a westerly direction along the northerly line of Caldera Boulevard and along said curve to the left having a radius of 460.0 feet, a central angle of 29° and an arc length of 232.83 feet to the end of said curve to the left;

THENCE South 45°48'42" West continuing along the northerly line of Caldera Boulevard a distance of 308.85 feet to a point for corner;

THENCE North 44°11'18" West a distance of 139.57 feet to an angle point;

THENCE North 15°11'18" West a distance of 338.49 feet to a point for corner in the southerly line of Oakridge Drive;

THENCE North 74°49'36" East along the southerly line of Oakridge Drive a distance of 560.8 feet to the beginning of a curve to the right;

THENCE in an easterly and southerly direction along the southwesterly cut-off line between the southerly line of Oakridge Drive and the westerly line of North Midkiff Road and along said curve to the right having a radius of 15.0 feet, a central angle of 90°59'06" and an arc length of 23.56 feet to the end of said curve to the right in the westerly line of North Midkiff Road;

THENCE South 15°11'18" East along the westerly line of North Midkiff Road a distance of 223.0 feet to the PLACE OF BEGINNING and containing 4.4881 acres.

Said land is described in Exhibit 1 attached hereto and made a part hereof by reference.

4. There is attached to this Declaration and made a part hereof as Exhibits 2 and 3 hereto, a survey plat which depicts said land as above described and the location of each of the eleven multiple unit apartment buildings, shown and denoted as Building A; Building B, etc. and the recreation building.

5. The eleven multiple unit apartment buildings, and the recreation building, shown and denoted on the above mentioned plat are generally described as follows:

Building A. This building has two stories and contains eight studio-type apartments; it has a total floor area of 6,816 square feet, of which 6,544 square feet are within the apartments; it is constructed of wood framing, combination brick and wood siding, pitch tile roof, and concrete slab foundation.

Building B. This building has two stories and contains four apartments on each floor; it has a total floor area of 5,264 square feet, of which 4,992 square feet are within the apartments; it is constructed of wood framing, combination brick and wood siding, pitch tile roof, and concrete slab foundation.

Building C. This building has two stories and contains six studio-type apartments; it has a total floor area of 6,438 square feet, of which 6,282 square feet are within the apartments; it is constructed of wood framing, combination brick and wood siding, pitch tile roof, and concrete slab foundation.

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Building D. This building has two stories and contains six studio-type apartments; it has a total floor area of 6,438 square feet, of which 6,282 square feet are within the apartments; it is constructed of wood framing, combination brick and wood siding, pitch tile roof, and concrete slab foundation.

Building E. This building has two stories and contains eight apartments on each floor; it has a total floor area of 13,063 square feet, of which 10,992 square feet are within the apartments; it is constructed of wood framing, combination brick and wood siding, pitch tile roof, and concrete slab foundation.

Building F. This building has two stories and contains four apartments on each floor; it has a total floor area of 5,264 square feet, of which 4,968 square feet are within the apartments; it is constructed of wood framing, combination brick and wood siding, pitch tile roof, and concrete slab foundation.

Building G. This building has two stories and contains four apartments on each floor; it has a total floor area of 5,264 square feet, of which 4,968 square feet are within the apartments; it is constructed of wood framing, combination brick and wood siding, pitch tile roof, and concrete slab foundation.

Building H. This building has two stories and contains four apartments on each floor; it has a total floor area of 5,264 square feet, of which 4,968 square feet are within the apartments; it is constructed of wood framing, combination brick and wood siding, pitch tile roof, and concrete slab foundation.

Building I. This building has two stories and contains four apartments on each floor; it has a total floor area of 7,168 square feet, of which 6,840 square feet are within the apartments; it is constructed of wood framing, combination brick and wood siding, pitch tile roof, and concrete slab foundation.

Building J. This building has two stories and contains eight studio-type apartments; it has a total floor area of 6,816 square feet, of which 6,544 square feet are within the apartments; it is constructed of wood framing, combination brick and wood siding, pitch tile roof, and concrete slab foundation.

Building K. This building has two stories and contains eight apartments on each floor; it has a total floor area of 13,063 square feet, of which 10,992 square feet are within the apartments; it is constructed of wood framing, combination brick and wood siding, pitch tile roof, and concrete slab foundation.

Recreation Building. This building has one story, as shown on Exhibit "4" attached hereto and is constructed of wood framing, combination brick and wood siding, pitch tile roof, and concrete slab foundation.

6. The one hundred individual apartment spaces hereby established and which shall be individually conveyed and owned each have a direct exit to a thoroughfare or to a given common space leading to a thoroughfare, and they are described as follows:

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Apartment 101. A studio-type apartment located on the first and second floors of Building A as shown on Exhibit "A" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 102. A studio-type apartment located on the first and second floors of Building A as shown on Exhibit "A" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 103. A studio-type apartment located on the first and second floors of Building A as shown on Exhibit "A" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 104. A studio-type apartment located on the first and second floors of Building A as shown on Exhibit "A" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 105. A studio-type apartment located on the first and second floors of Building A as shown on Exhibit "A" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 106. A studio-type apartment located on the first and second floors of Building A as shown on Exhibit "A" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 107. A studio-type apartment located on the first and second floors of Building A as shown on Exhibit "A" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 108. A studio-type apartment located on the first and second floors of Building A as shown on Exhibit "A" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 109. Located on the first floor of Building B as shown on Exhibit "B" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 110. Located on the first floor of Building B as shown on Exhibit "B" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 111. Located on the first floor of Building B as shown on Exhibit "B" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

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Apartment 112. Located on the first floor of Building B as shown on Exhibit "B" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 209. Located on the second floor of Building B as shown on Exhibit "B" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 210. Located on the second floor of Building B as shown on Exhibit "B" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 211. Located on the second floor of Building B as shown on Exhibit "B" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 212. Located on the second floor of Building B as shown on Exhibit "B" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 113. A studio-type apartment located on the first and second floors of Building C as shown on Exhibit "C" attached hereto and contains 1,047 square feet. This apartment has two bedrooms, two-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 114. A studio-type apartment located on the first and second floors of Building C as shown on Exhibit "C" attached hereto and contains 1,047 square feet. This apartment has two bedrooms, two-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 115. A studio-type apartment located on the first and second floors of Building C as shown on Exhibit "C" attached hereto and contains 1,047 square feet. This apartment has two bedrooms, two-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 116. A studio-type apartment located on the first and second floors of Building C as shown on Exhibit "C" attached hereto and contains 1,047 square feet. This apartment has two bedrooms, two-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 117. A studio-type apartment located on the first and second floors of Building C as shown on Exhibit "C" attached hereto and contains 1,047 square feet. This apartment has two bedrooms, two-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 118. A studio-type apartment located on the first and second floors of Building C as shown on Exhibit "C" attached hereto and contains 1,047 square feet. This apartment has two bedrooms, two-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

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Apartment 119. A studio-type apartment located on the first and second floors of Building D as shown on Exhibit "D" attached hereto and contains 1,047 square feet. This apartment has two bedrooms, two-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 120. A studio-type apartment located on the first and second floors of Building D as shown on Exhibit "D" attached hereto and contains 1,047 square feet. This apartment has two bedrooms, two-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 121. A studio-type apartment located on the first and second floors of Building D as shown on Exhibit "D" attached hereto and contains 1,047 square feet. This apartment has two bedrooms, two-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 122. A studio-type apartment located on the first and second floors of Building D as shown on Exhibit "D" attached hereto and contains 1,047 square feet. This apartment has two bedrooms, two-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 123. A studio-type apartment located on the first and second floors of Building D as shown on Exhibit "D" attached hereto and contains 1,047 square feet. This apartment has two bedrooms, two-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 124. A studio-type apartment located on the first and second floors of Building D as shown on Exhibit "D" attached hereto and contains 1,047 square feet. This apartment has two bedrooms, two-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 125. Located on the first floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 126. Located on the first floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 127. Located on the first floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 128. Located on the first floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 129. Located on the first floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 130. Located on the first floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

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Apartment 131. Located on the first floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 132. Located on the first floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 225. Located on the second floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 226. Located on the second floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 227. Located on the second floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 228. Located on the second floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 229. Located on the second floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 230. Located on the second floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 231. Located on the second floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 232. Located on the second floor of Building E as shown on Exhibit "E" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 133. Located on the first floor of Building F as shown on Exhibit "F" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 134. Located on the first floor of Building F as shown on Exhibit "F" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 135. Located on the first floor of Building F as shown on Exhibit "F" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

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Apartment 136. Located on the first floor of Building F as shown on Exhibit "F" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 233. Located on the second floor of Building F as shown on Exhibit "F" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 234. Located on the second floor of Building F as shown on Exhibit "F" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 235. Located on the second floor of Building F as shown on Exhibit "F" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 236. Located on the second floor of Building F as shown on Exhibit "F" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 137. Located on the first floor of Building G as shown on Exhibit "G" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 138. Located on the first floor of Building G as shown on Exhibit "G" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 139. Located on the first floor of Building G as shown on Exhibit "G" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 140. Located on the first floor of Building G as shown on Exhibit "G" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 237. Located on the second floor of Building G as shown on Exhibit "G" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 238. Located on the second floor of Building G as shown on Exhibit "G" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 239. Located on the second floor of Building G as shown on Exhibit "G" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 240. Located on the second floor of Building G as shown on Exhibit "G" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

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Apartment 141. Located on the first floor of Building H as shown on Exhibit "H" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 142. Located on the first floor of Building H as shown on Exhibit "H" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 143. Located on the first floor of Building H as shown on Exhibit "H" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 144. Located on the first floor of Building H as shown on Exhibit "H" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 241. Located on the second floor of Building H as shown on Exhibit "H" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 242. Located on the second floor of Building H as shown on Exhibit "H" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 243. Located on the second floor of Building H as shown on Exhibit "H" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 244. Located on the second floor of Building H as shown on Exhibit "H" attached hereto and contains 621 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 145. Located on the first floor of Building I as shown on Exhibit "I" attached hereto and contains 855 square feet. This apartment has two bedrooms, two bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 146. Located on the first floor of Building I as shown on Exhibit "I" attached hereto and contains 855 square feet. This apartment has two bedrooms, two bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 147. Located on the first floor of Building I as shown on Exhibit "I" attached hereto and contains 855 square feet. This apartment has two bedrooms, two bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 148. Located on the first floor of Building I as shown on Exhibit "I" attached hereto and contains 855 square feet. This apartment has two bedrooms, two bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 245. Located on the second floor of Building I as shown on Exhibit "I" attached hereto and contains 855 square feet. This apartment has two bedrooms, two bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

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Apartment 246. Located on the second floor of Building I as shown on Exhibit "I" attached hereto and contains 855 square feet. This apartment has two bedrooms, two bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 247. Located on the second floor of Building I as shown on Exhibit "I" attached hereto and contains 855 square feet. This apartment has two bedrooms, two bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 248. Located on the second floor of Building I as shown on Exhibit "I" attached hereto and contains 855 square feet. This apartment has two bedrooms, two bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 149. A studio-type apartment located on the first and second floors of Building J as shown on Exhibit "J" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 150. A studio-type apartment located on the first and second floors of Building J as shown on Exhibit "J" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 151. A studio-type apartment located on the first and second floors of Building J as shown on Exhibit "J" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 152. A studio-type apartment located on the first and second floors of Building J as shown on Exhibit "J" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 153. A studio-type apartment located on the first and second floors of Building J as shown on Exhibit "J" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 154. A studio-type apartment located on the first and second floors of Building J as shown on Exhibit "J" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 155. A studio-type apartment located on the first and second floors of Building J as shown on Exhibit "J" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 156. A studio-type apartment located on the first and second floors of Building J as shown on Exhibit "J" attached hereto and contains 818 square feet. This apartment has one bedroom, one-and-one-half bathrooms, a combination living room/dining room, a kitchen and a woodburning fireplace.

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Apartment 157. Located on the first floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 158. Located on the first floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 159. Located on the first floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 160. Located on the first floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 161. Located on the first floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 162. Located on the first floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 163. Located on the first floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 164. Located on the first floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 257. Located on the second floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 258. Located on the second floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 259. Located on the second floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 260. Located on the second floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 261. Located on the second floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

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Apartment 262. Located on the second floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 263. Located on the second floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

Apartment 264. Located on the second floor of Building K as shown on Exhibit "K" attached hereto and contains 687 square feet. This apartment has one bedroom, one bathroom, a combination living room/dining room, a kitchen and a woodburning fireplace.

7. There are attached to this Declaration and made a part hereof, plats of each floor of said multiple unit apartment buildings, which plats depict the perimeter boundary of each apartment and also show the letter of the building to which they pertain and the identification number of each apartment shown thereon and which plats as aforesaid are marked and designated as Exhibits "A", "B", "C", etc., to correspond with the letter of the building thereby depicted.

8. The nine (9) carport structures on this project shown on Exhibits "2" and "3" attached hereto and denoted as Carport Building 1, Carport Building 2, etc. are generally described as follows:

Carport Building 1. This structure has a corrugated steel roof, steel posts and is open on all sides. It is 126 feet in width and 16 feet deep and contains fourteen (14) parking spaces.

Carport Building 2. This structure has a corrugated steel roof, steel posts and is open on all sides. It is 126 feet in width and 16 feet deep and contains fourteen (14) parking spaces.

Carport Building 3. This structure has a corrugated steel roof, steel posts and is open on all sides. It is 135 feet in width and 16 feet deep and contains fifteen (15) parking spaces.

Carport Building 4. This structure has a corrugated steel roof, steel posts and is open on all sides. It is 162 feet in width and 16 feet deep and contains eighteen (18) parking spaces.

Carport Building 5. This structure has a corrugated steel roof, steel posts and is open on all sides. It is 99 feet in width and 16 feet deep and contains eleven (11) parking spaces.

Carport Building 6. This structure has a corrugated steel roof, steel posts and is open on all sides. It is 90 feet in width and 16 feet deep and contains ten (10) parking spaces.

Carport Building 7. This structure has a corrugated steel roof, steel posts and is open on all sides. It is 108 feet in width and 16 feet deep and contains twelve (12) parking spaces.

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Carport Building 8. This structure has a corrugated steel roof, steel posts and is open on all sides. It is 36 feet in width and 16 feet deep and contains four (4) parking spaces.

Carport Building 9. This structure has a corrugated steel roof, steel posts and is open on all sides. It is 231 feet in width and 16 feet deep and contains twenty-four (24) parking spaces.

9. The one hundred sixty-one individual parking spaces herein established shall be "general common elements" as established in paragraph 11 of this Declaration. Each of said spaces has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare, each uncovered parking space is 9 feet in width and 16,5 feet deep, and each covered parking space is 9 feet in width and 18 feet deep, except uncovered parking space 161 shown on Exhibit 2 attached hereto which is 12 feet in width and 16.5 feet deep and covered parking spaces 123, 124, 125, 126 and 127 also shown on Exhibit 2, each of which covered spaces is 12 feet in width and 18 feet deep.

10. There is attached to this Declaration and made a part hereof as Exhibits 2 and 3 hereto, a plat which depicts the descriptive data of each parking space above described and shows the identification letter or number assigned to each space.

11. The "general common elements" of the property and of this project include and are defined as all of the project land above described and the buildings, structures and improvements thereon, save and except the one hundred individual apartment units contained in said multiple unit apartment buildings hereinabove defined, which are to be individually and separately owned and specifically include, but are not limited to, all land, building foundations, bearing walls and columns, roofs, halls, lobbies, stairways, elevators, elevator shafts, entrances, exits or communication ways, basements, flat roofs, yards, gardens, swimming pools, exterior glass panes, pavement, pipes, wires, conduits, and other facilities serving the project, and the other elements or items herein or in said Act defined as common elements of the property, and in general, such common elements shall consist of all the land and improvements and appurtenances of every type thereon, excepting said apartment spaces which are to be individually and separately conveyed and owned.

12. The following portions of the general common elements are hereby set aside and allocated for the restricted use of the respective apartment spaces as is below designated, and said elements shall be known, only insofar as the use thereof is concerned, as "limited common elements", but such restriction as to use shall not affect the ownership of same and the same shall be owned as part of the general common elements, to-wit:

Apartment 101. The entryway, patio and storage area as shown on Exhibit "A" attached hereto.

Apartment 102. The entryway, patio and storage area as shown on Exhibit "A" attached hereto.

Apartment 103. The entryway, patio and storage area as shown on Exhibit "A" attached hereto.

Apartment 104. The entryway, patio and storage area as shown on Exhibit "A" attached hereto.

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Apartment 105. The entryway, patio and storage area as shown on Exhibit "A" attached hereto.

Apartment 106. The entryway, patio and storage area as shown on Exhibit "A" attached hereto.

Apartment 107. The entryway, patio and storage area as shown on Exhibit "A" attached hereto.

Apartment 108. The entryway, patio and storage area as shown on Exhibit "A" attached hereto.

Apartment 109. The patio and storage area as shown on Exhibit "B" attached hereto.

Apartment 110. The patio and storage area as shown on Exhibit "B" attached hereto.

Apartment 111. The patio and storage area as shown on Exhibit "B" attached hereto.

Apartment 112. The patio and storage area as shown on Exhibit "B" attached hereto.

Apartment 209. The entryway, stairway, balcony and storage area as shown on Exhibit "B" attached hereto.

Apartment 210. The entryway, stairway, balcony and storage area as shown on Exhibit "B" attached hereto.

Apartment 211. The entryway, stairway, balcony and storage area as shown on Exhibit "B" attached hereto.

Apartment 212. The entryway, stairway, balcony and storage area as shown on Exhibit "B" attached hereto.

Apartment 113. The entryway, patio and storage area as shown on Exhibit "C" attached hereto.

Apartment 114. The entryway, patio and storage area as shown on Exhibit "C" attached hereto.

Apartment 115. The entryway, patio and storage area as shown on Exhibit "C" attached hereto.

Apartment 116. The entryway, patio and storage area as shown on Exhibit "C" attached hereto.

Apartment 117. The entryway, patio and storage area as shown on Exhibit "C" attached hereto.

Apartment 118. The entryway, patio and storage area as shown on Exhibit "C" attached hereto.

Apartment 119. The entryway, patio and storage area as shown on Exhibit "D" attached hereto.

Apartment 120. The entryway, patio and storage area as shown on Exhibit "D" attached hereto.

Apartment 121. The entryway, patio and storage area as shown on Exhibit "D" attached hereto.

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Apartment 122. The entryway, patio and storage area as shown on Exhibit "D" attached hereto.

Apartment 123. The entryway, patio and storage area as shown on Exhibit "D" attached hereto.

Apartment 124. The entryway, patio and storage area as shown on Exhibit "D" attached hereto.

Apartment 125. The patio and storage area as shown on Exhibit "E" attached hereto.

Apartment 126. The patio and storage area as shown on Exhibit "E" attached hereto.

Apartment 127. The patio and storage area as shown on Exhibit "E" attached hereto.

Apartment 128. The patio and storage area as shown on Exhibit "E" attached hereto.

Apartment 129. The patio and storage area as shown on Exhibit "E" attached hereto.

Apartment 130. The patio and storage area as shown on Exhibit "E" attached hereto.

Apartment 131. The patio and storage area as shown on Exhibit "E" attached hereto.

Apartment 132. The patio and storage area as shown on Exhibit "E" attached hereto.

Apartment 225. The entryway, stairway, balcony and storage area as shown on Exhibit "E" attached hereto.

Apartment 226. The entryway, stairway, balcony and storage area as shown on Exhibit "E" attached hereto.

Apartment 227. The entryway, stairway, balcony and storage area as shown on Exhibit "E" attached hereto.

Apartment 228. The entryway, stairway, balcony and storage area as shown on Exhibit "E" attached hereto.

Apartment 229. The entryway, stairway, balcony and storage area as shown on Exhibit "E" attached hereto.

Apartment 230. The entryway, stairway, balcony and storage area as shown on Exhibit "E" attached hereto.

Apartment 231. The entryway, stairway, balcony and storage area as shown on Exhibit "E" attached hereto.

Apartment 232. The entryway, stairway, balcony and storage area as shown on Exhibit "E" attached hereto.

Apartment 133. The patio and storage area as shown on Exhibit "F" attached hereto.

Apartment 134. The patio and storage area as shown on Exhibit "F" attached hereto.

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Apartment 135. The patio and storage area as shown on Exhibit "F" attached hereto.

Apartment 136. The patio and storage area as shown on Exhibit "F" attached hereto.

Apartment 233. The entryway, stairway, balcony and storage area as shown on Exhibit "F" attached hereto.

Apartment 234. The entryway, stairway, balcony and storage area as shown on Exhibit "F" attached hereto.

Apartment 235. The entryway, stairway, balcony and storage area as shown on Exhibit "F" attached hereto.

Apartment 236. The entryway, stairway, balcony and storage area as shown on Exhibit "F" attached hereto.

Apartment 137. The patio and storage area as shown on Exhibit "G" attached hereto.

Apartment 138. The patio and storage area as shown on Exhibit "G" attached hereto.

Apartment 139. The patio and storage area as shown on Exhibit "G" attached hereto.

Apartment 140. The patio and storage area as shown on Exhibit "G" attached hereto.

Apartment 237. The entryway, stairway, balcony and storage area as shown on Exhibit "G" attached hereto.

Apartment 238. The entryway, stairway, balcony and storage area as shown on Exhibit "G" attached hereto.

Apartment 239. The entryway, stairway, balcony and storage area as shown on Exhibit "G" attached hereto.

Apartment 240. The entryway, stairway, balcony and storage area as shown on Exhibit "G" attached hereto.

Apartment 141. The patio and storage area as shown on Exhibit "H" attached hereto.

Apartment 142. The patio and storage area as shown on Exhibit "H" attached hereto.

Apartment 143. The patio and storage area as shown on Exhibit "H" attached hereto.

Apartment 144. The patio and storage area as shown on Exhibit "H" attached hereto.

Apartment 241. The entryway, stairway, balcony and storage area as shown on Exhibit "H" attached hereto.

Apartment 242. The entryway, stairway, balcony and storage area as shown on Exhibit "H" attached hereto.

Apartment 243. The entryway, stairway, balcony and storage area as shown on Exhibit "H" attached hereto.

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Apartment 244. The entryway, stairway, balcony and storage area as shown on Exhibit "H" attached hereto.

Apartment 145. The entryway, patio and storage area as shown on Exhibit "I" attached hereto.

Apartment 146. The entryway, patio and storage area as shown on Exhibit "I" attached hereto.

Apartment 147. The entryway, patio and storage area as shown on Exhibit "I" attached hereto.

Apartment 148. The entryway, patio and storage area as shown on Exhibit "I" attached hereto.

Apartment 245. The entryway, stairway, balcony and storage area as shown on Exhibit "I" attached hereto.

Apartment 246. The entryway, stairway, balcony and storage area as shown on Exhibit "I" attached hereto.

Apartment 247. The entryway, stairway, balcony and storage area as shown on Exhibit "I" attached hereto.

Apartment 248. The entryway, stairway, balcony and storage area as shown on Exhibit "I" attached hereto.

Apartment 149. The entryway, patio and storage area as shown on Exhibit "J" attached hereto.

Apartment 150. The entryway, patio and storage area as shown on Exhibit "J" attached hereto.

Apartment 151. The entryway, patio and storage area as shown on Exhibit "J" attached hereto.

Apartment 152. The entryway, patio and storage area as shown on Exhibit "J" attached hereto.

Apartment 153. The entryway, patio and storage area as shown on Exhibit "J" attached hereto.

Apartment 154. The entryway, patio and storage area as shown on Exhibit "J" attached hereto.

Apartment 155. The entryway, patio and storage area as shown on Exhibit "J" attached hereto.

Apartment 156. The entryway, patio and storage area as shown on Exhibit "J" attached hereto.

Apartment 157. The patio and storage area as shown on Exhibit "K" attached hereto.

Apartment 158. The patio and storage area as shown on Exhibit "K" attached hereto.

Apartment 159. The patio and storage area as shown on Exhibit "K" attached hereto.

Apartment 160. The patio and storage area as shown on Exhibit "K" attached hereto.

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Apartment 161. The patio and storage area as shown on Exhibit "K" attached hereto.

Apartment 162. The patio and storage area as shown on Exhibit "K" attached hereto.

Apartment 163. The patio and storage area as shown on Exhibit "K" attached hereto.

Apartment 164. The patio and storage area as shown on Exhibit "K" attached hereto.

Apartment 257. The entryway, stairway, balcony and storage area as shown on Exhibit "K" attached hereto.

Apartment 258. The entryway, stairway, balcony and storage area as shown on Exhibit "K" attached hereto.

Apartment 259. The entryway, stairway, balcony and storage area as shown on Exhibit "K" attached hereto.

Apartment 260. The entryway, stairway, balcony and storage area as shown on Exhibit "K" attached hereto.

Apartment 261. The entryway, stairway, balcony and storage area as shown on Exhibit "K" attached hereto.

Apartment 262. The entryway, stairway, balcony and storage area as shown on Exhibit "K" attached hereto.

Apartment 263. The entryway, stairway, balcony and storage area as shown on Exhibit "K" attached hereto.

Apartment 264. The entryway, stairway, balcony and storage area as shown on Exhibit "K" attached hereto.

13. The undivided title and interest of each owner of an apartment space in the general common elements of the property defined in paragraph 11 above, and their proportionate share in the common expenses of said general common elements, as well as the proportionate representation for voting purposes in the meetings of the Council of Co-Owners of this condominium project, is based on the proportionate square feet that each of the apartment units in the condominium project bears to the total square feet of all the apartment units in this project, which proportions for each apartment space, expressed in percentages, are set out below, to-wit:

Apartment	Percentage of General Common Elements
101	1.1
102	1.1
103	1.1
104	1.1
105	1.1
106	1.1
107	1.1
108	1.1
109	0.84
110	0.84
111	0.84
112	0.84
209	0.84

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210	0.84
211	0.84
212	0.84
113	1.4
114	1.4
115	1.4
116	1.4
117	1.4
118	1.4
119	1.4
120	1.4
121	1.4
122	1.4
123	1.4
124	0.925
125	0.925
126	0.925
127	0.925
128	0.925
129	0.925
130	0.925
131	0.925
132	0.925
225	0.925
226	0.925
227	0.925
228	0.925
229	0.925
230	0.925
231	0.925
232	0.84
133	0.84
134	0.84
135	0.84
136	0.84
233	0.84
234	0.84
235	0.84
236	0.84
137	0.84
138	0.84
139	0.84
140	0.84
237	0.84
238	0.84
239	0.84
240	0.84
241	0.84
142	0.84
143	0.84
144	0.84
241	0.84
242	0.84
243	0.84
244	1.14
145	1.14
146	1.14
147	1.14
148	1.14
245	1.14
246	1.14
247	1.14
248	1.14
149	1.1

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150	1.1
151	1.1
152	1.1
153	1.1
154	1.1
155	1.1
156	1.1
157	0.925
158	0.925
159	0.925
160	0.925
161	0.925
162	0.925
163	0.925
164	0.925
257	0.925
257	0.925
259	0.925
260	0.925
261	0.925
262	0.925
263	0.925
264	0.925

The above percentages fixing the undivided interest of each apartment owner in the general common elements and his share of the common expenses and voting representation cannot be changed except by the written consent of each and every owner and mortgagee of an apartment unit in this condominium project, duly executed, acknowledged and filed for record as a partial amendment to this Declaration; and said Grantor, his successors, assigns and grantees, and their successors, heirs, executors, administrators, devisees and grantees, hereby covenant and agree that the elements constituting an apartment unit, that is the individual apartment and the undivided interest in the general common elements allocated to it, shall be held and owned together and such elements shall not be separated or separately sold, conveyed or otherwise disposed of or encumbered, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective apartment space or spaces even though the description in the instrument of conveyance or encumbance may refer only to the fee title of the "apartment space".

14. Said Grantor, his successors and assigns, by this Declaration and all future owners, lessees, tenants or other occupants of the apartment units in this project, by their acceptance of their deeds, leases, rental agreements or possession of any such apartment unit, hereby covenant and agree as follows:

(1) That the common elements, both general and limited, shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as suitable for a condominium regime.

(2) That the apartment units shall be occupied and used only for residential purposes, as a private dwelling, and that no professional, business or commercial use shall be made of the same. This restriction is for the benefit of all the apartment units in this condominium project and in addition to other rights or remedies any violation or threatened violation hereof may be enjoined or prevented by suit for injunction at the instance of any owner or owners of other apartment units or the Board of Administration of this condominium regime. Provided,

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However, this restriction shall not apply to Grantor and his designee who may use one or more apartment units as a sales office or for such other use as Grantor may, in his sole discretion, determine.

(3) The owners of the respective apartment spaces shall not be deemed to separately own the basic structural and supporting portions of the perimeter walls, floors, and ceilings surrounding his respective apartment space, nor shall such owner be deemed to separately own pipes, wires, conduits or other public utility lines running through said respective apartment spaces which are utilized for or serve more than one apartment space, but the same shall be owned as tenants in common as part of the common elements of the property, however, each apartment owner shall have an easement in the interest of the other owners in and to the aforesaid elements and facilities as shall be necessary for the support, maintenance, use and enjoyment of his apartment; such owner, however, shall be deemed to separately own the walls and partitions which are contained within the perimeter walls of said owner's respective apartment space, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings and the facilities, fixtures and equipment built or placed in said apartment space, or located outside thereof, for the exclusive service and convenience of such apartment space.

(4) The owners of the respective apartment spaces agree that if any portion of the common elements encroaches upon the apartment space, or if any apartment space encroaches upon the common elements or upon another apartment space, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any portion of any apartment building is partially or totally destroyed, and then rebuilt or reconstructed, the owners of apartment spaces agree that valid easements shall exist for any resulting encroachments.

(5) The owner of an apartment unit, upon acquisition of same, shall automatically become a member of the Council of Co-Owners of this condominium project, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership shall automatically cease. The Council of Co-Owners shall elect from among its members a Board of Administration to consist of not less than 5 members, who shall serve in such office without pay or compensation for such term as specified in the by-laws of this condominium project or until their successors are duly elected in accordance with the provisions of such by-laws. Such Board of Administration shall manage and govern the affairs of the Council of Co-Owners, and it shall have such powers, functions, authority, duties, obligations and responsibilities as shall be specified from time to time and/or as may be delegated to it from time to time by the Council of Co-Owners.

(6) The owners of apartment units agree that the government and administration of the condominium shall be in accordance with this Declaration and the By-Laws which are attached hereto as Exhibit 5 and made a part hereof, which By-Laws may be amended from time to time by the Council of Co-Owners in accordance with the provisions thereof, and any and all such amendments, duly certified to by the presiding officer of the Board of Administration or other person authorized to make such certifications by such By-Laws, shall be filed for record as a partial amendment to said Exhibit 5 attached hereto.

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(7) That each owner, tenant or occupant of an apartment unit shall comply with the provisions of this Declaration, the By-Laws, and the valid decisions and resolutions of the Council of Co-Owners, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, and/or for injunctive relief.

(8) This Declaration shall not be amended unless the owners representing an aggregate ownership interest of seventy-five percent (75%) of the general common elements in this condominium project and the first mortgagees, if any, of said owners, agree to such revocation or amendment by duly recorded instruments. Provided, however, a revocation of this Declaration or any Amendment hereof that would vary the interest of any owner in the general common elements or the manner of determining the obligation to pay assessments of any owner must be unanimously approved by all of the owners of all of the apartment spaces in this condominium and all of the mortgagees or beneficiaries of mortgages or deeds of trust covering each such apartment space.

(9) All owners of apartment units in this condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners, or the Board of Administration when authorized to do so by the By-Laws of this project or by resolution of said Council of Co-Owners, their pro-rata part, in the percentages above fixed and set out for each apartment unit, of the expenses of administration, utility charges, wages, legal and accounting fees, reasonable contingency or reserve funds, upkeep, maintenance and repair of the general common elements of this project, working capital fund, and in the proper case of the limited common elements, as any and all such common elements are described and defined in this Declaration, and of any other valid expense or charge assessed pursuant to authority given by said Act, or this Declaration or said By-Laws, each of which assessments shall become due and payable within 21 days from the date each such assessment is made unless otherwise specified herein or in the By-Laws, and such assessments, together with reasonable attorney's fees as hereinafter provided, shall become liens against the respective apartment units for their pro-rata share thereof at the time such assessments become due and payable unless otherwise specified in said By-Laws. No owner shall be exempt from contributing toward such expense, charges, costs or assessments by waiver of the use or enjoyment of the common elements, either general or limited, or by abandonment of the apartment belonging to him. In the event it shall become necessary for the Council of Co-Owners or the Board of Administration to employ the services of an attorney to collect such assessment and foreclose the lien herein granted, the owner or owners failing to pay said assessment shall pay, in addition to the assessment due, reasonable attorney's fees to the Council of Co-Owners and/or Board of Administration.

(10) Any holder of a mortgage on any apartment space, upon request, shall be entitled to receive from the Board of Administration written notification of any default in the performance by any owner of any obligation required by the Enabling declaration or the By-Laws which is not cured within sixty (60) days. The Board of Administration shall give the holder or holders of a first mortgage notice of any loss to, or taking of, any of the common elements by fire or other casualty or by condemnation if such loss or taking exceeds the sum of $10,000.00.

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(11) Any agreement for professional management of the condominium project, or any other contract providing for the services of the Grantor, developer, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

15. All liens for assessments, together with reasonable attorney's fees, made by the Council of Co-Owners, or by the Board of Administration when authorized to do so as aforesaid, shall be prior to other liens, except that such liens for said assessments shall be subordinate, secondary and inferior, and the same are hereby expressly made subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied by the city, county, and state governments or any political subdivision or special district thereof, and (2) liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for common expenses became due. Such lien for assessments and attorney's fees herein provided for may be foreclosed, without prejudice and subject to the aforesaid prior liens, by suit by the Board of Administration or any authorized officer thereof, acting in behalf of the Council of Co-Owners, in like manner as mortgages on real property. No such foreclosure shall affect or impair any such prior liens. Nothing contained herein shall preclude the Board of Administration from bringing suit against an apartment owner to recover a money judgment for delinquent assessments, attorney's fees and other sums due the Council of Co-Owners without foreclosing or waiving the lien securing same. The Board of Administration or any authorized officer thereof, acting in behalf of the Council of Co-Owners of the apartment units in this project, shall have power to bid in the apartment unit foreclosed on at the foreclosure sale, and to acquire, hold, lease, mortgage and convey the same in behalf of such Co-Owners. The purchaser acquiring title to such apartment unit at such foreclosure sale, whoever he may be, and his successors and assigns, shall not be liable for the share of the unpaid common expenses or assessments by the Council of Co-Owners chargeable to such apartment unit which became due prior to acquisition of such title at such foreclosure sale, but such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of the apartment units in this project, including such purchaser or acquirer, his successors and assigns on a pro-rata basis. Provided, however, if such purchaser or acquirer is a mortgagee acquiring title pursuant to foreclosure or obtaining a deed in lieu of foreclosure, said mortgagee shall not be responsible for any such unpaid common expenses or assessments due prior to the date of said mortgagee's deed. Further, to collect sums owed to the Council of Co-Owners by apartment owners, the Board of Administration may deny delinquent owners the right to use the common elements and may suspend all services, including utility services, and may exercise any other right or remedy available to enforce such claim.

16. No apartment space shall be altered, subdivided or converted into more than one dwelling unit or housing accommodation.

17. Upon the sale or conveyance of an apartment unit, all unpaid assessments against the selling Co-Owner for his pro-rata share of the common expenses and charges shall be first paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

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(a) Assessments, liens and charges in favor of state and any political subdivision thereof for taxes due and unpaid on the apartment unit; and

(b) Amounts due under mortgage instruments duly recorded prior to the date payment for such assessments became due.

18. Any purchaser of an apartment unit upon request prior to his purchase shall be entitled to a statement from the Board of Administration as to the amount of the unpaid assessments and charges against the particular apartment unit to be sold and purchased, and such purchaser shall not be liable, nor shall the apartment unit sold be subject to any lien for any unpaid charge or assessment made by the Council of Co-Owners against the Seller or his apartment unit in excess of the amount set forth in said statement for the period covered by such statement.

19. (1) The Board of Administration shall obtain and maintain at all times insurance of the type and kind provided hereinafter, including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to any building, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Council of Co-Owners and all Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board of Administration may deem advisable. Each Owner irrevocably designates the Board of Administration, as Attorney-in-Fact, to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after thirty (30) days prior written notice to each First Mortgagee. The Board of Administration shall, upon request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

(2) The Board of Administration shall keep a comprehensive policy or policies of public liability insurance covering the Common Elements of the Project and such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of a Unit Owner because of negligent acts by the Council of Co-Owners or the Board of Administration or a Unit Owner. Such policy or policies shall be in amounts of not less than One Hundred Thousand Dollars ($100,000.00) per person, Three Hundred Thousand Dollars ($300,000.00) per accident, and Fifty Thousand Dollars ($50,000.00) property damage plus an umbrella policy for not less than One Million Dollars ($1,000,000.00) for all claims for personal injury, including death and/or property damage arising out of a single occurrence; and the policy shall include water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other

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coverage as is customarily deemed necessary with respect to projects similar in nature.

(3) The Board of Administration shall keep a policy or policies of (i) liability insurance insuring the Board of Administration, Officers and employees of the Board of Administration and Council of Co-Owners against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entities, (ii) workmen's compensation as required under the laws of the State of Texas, and (iii) such other insurance as deemed reasonable and necessary in order to protect the Project, the Unit Owners and the Council of Co-Owners.

(4) The Board of Administration shall be responsible for obtaining insurance upon the individual apartment units, including all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors and ceilings of such Apartment Unit, as initially installed or replacements thereof. The Board of Administration shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Board of Administration's operation or maintenance of the Project. Each Unit Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Unit Owner, and each Unit Owner must furnish a copy of his insurance policy to the Board of Administration.

(5) Any insurance obtained by the Board of Administration or a Unit Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners, Council of Co-Owners or their respective servants, agents or guests.

(6) In the event the real property described herein is located within a 100 year flood plain, the Board of Administration will be required to maintain flood insurance on the general common elements if such insurance is available.

20. (1) This Declaration hereby makes mandatory the irrevocable appointment of an Attorney-in-Fact to deal with the Property upon its destruction, obsolescence or condemnation. Title to any Apartment Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Grantor or from any Owner shall constitute appointment of the Attorney-in-Fact herein provided. All of the Owners irrevocably constitute and appoint the Board of Administration, their true and lawful Attorney in their name, place and stead, for the purpose of dealing with the Property upon its destruction, obsolescence or condemnation as hereinafter provided. As Attorney-in-Fact, the Board of Administration, by its authorized officers 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 Apartment Unit Owner which is necessary and appropriate to exercise the powers herein granted.

(2) Repair and reconstruction of the improvement(s), as used in the succeeding subparagraphs, means restoring the improvement(s) to substantially the same condition in existence prior

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to the damage, with each Apartment Unit and Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Board of Administration for the purpose of repair, restoration or replacement, unless all of the Owners and all of the First Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter:

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Board of Administration, as Attorney-in-Fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty-six-and-two-thirds percent (66-2/3%) of all the Common Elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Board of Administration, as Attorney-in-Fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners and their Apartment Units. Such deficiency assessment shall be a special assessment made pro-rata according to each Owner's proportionate interest in and to the Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Board of Administration shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Apartment Unit and may be enforced and collected as is provided in Paragraph 14(9) hereof. The lien provided for herein shall be subordinate to any prior or recorded first mortgage lien, as provided in Paragraph 14(9) of this Declaration. Should the Board of Administration choose to foreclose said lien, as provided in Paragraph 14(9), the proceeds derived from the sale of such Apartment Unit shall be used and disbursed by the Board of Administration, as Attorney-in-Fact, in the following order:

(i) For payment of taxes and special assessment liens in favor of any governmental assessing entity;

(ii) For payment of the balance of the lien of any first mortgage;

(iii) For payment of unpaid Common Expenses;

(iv) For payment of junior liens and encumbrances in the order and extent of their priority; and

(v) The balance remaining, if any, shall be paid to the Apartment Unit Owner.

(c) If more than sixty-six-and-two-thirds percent (66-2/3%) of all of the Common Elements, not including land, are destroyed or damaged, and if the Owners representing the aggregate ownership of one hundred percent (100%) of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the approval or consent of one hundred percent (100%) of the First Mortgagees, the Board of Administration shall forthwith record a notice setting forth such fact or facts, and upon

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the recording of such notice by the President and Secretary of the Board of Administration, the entire remaining premises shall be sold by the Board of Administration, as Attorney-in-Fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Surveys and the By-Laws. The insurance settlement proceeds shall be collected by the Board of Administration, and such proceeds shall be divided by the Board of Administration according to each Apartment Unit Owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into separate accounts, each such account representing one (1) of the Apartment Units in the total Project. Each such account shall be in the name of the Board of Administration, and shall be further identified by the number of the Apartment Unit and the name of the Owner. From each separate account, the Board of Administration, as Attorney-in-Fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any one (1) account to another, toward the full payment of the lien of any first mortgage against the Apartment Unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire Property. Such apportionment shall be based upon each Apartment Unit Owner's proportionate interest in the Common Elements. The total funds of each account shall be used and disbursed, without contribution from one (1) account to another, by the Board of Administration, as Attorney-in-Fact, for the same purposes and in the same order as is provided in subparagraphs (2)(b)(i) through (v) of this paragraph.

(d) If the Owners representing a total ownership interest of one hundred percent (100%) of the Common Elements adopt a plan for reconstruction, which plan has the approval of one hundred percent (100%) of the First Mortgagees, then all of the Owners shall be bound by the terms and provisions of such plan. Any assessment made in connection with such plan shall be a Common Expense and made pro-rata according to each Owner's proportionate interest in the Common Elements and shall be due and payable as provided by the terms of the plan. The Board of Administration shall have the authority to cause the repair and restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Apartment Unit and may be enforced and collected as is provided in Paragraph 14(9) hereof, but will be subordinate to any prior recorded first mortgage lien. Should the Board of Administration foreclose said assessment lien, as provided in said Paragraph 14(9), the proceeds derived from sale of such Apartment Unit shall be used and disbursed by the Board of Administration, as Attorney-in-Fact, for the same purposes and in the same order as is provided in subparagraphs (2)(b)(i) through (v) of this paragraph.

(e) The Owners representing an aggregate ownership interest of sixty-six-and-two-thirds percent (66-2/3%) of the Common Elements or more, may agree that the Common Elements of the Property are obsolete and that the same should be renewed or reconstructed. In such instance, the expenses thereof shall be payable by all of the Owners as Common Expenses.

(f) The Owners representing an aggregate ownership interest of one hundred percent (100%) of the Common Elements and all holders of first mortgages may agree that the Common Elements of the Property are obsolete and that the same should be sold. In such instance, the Board of Administration

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shall record a notice setting forth such fact or facts, and upon the recording of such notice by the Board of Administration's authorized officers, the entire Premises shall be sold by the Board of Administration, as Attorney-in-Fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Surveys and the By-Laws. The sales proceeds shall be apportioned between the Owners and First Mortgagees as their interests may appear on the basis of each Owner's percentage or fraction of interest in the Common Elements, and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Apartment Unit. Each such account shall be in the name of the Board of Administration, and shall be further identified by the number of the Apartment Unit and the name of the Owner. From each separate account, the Board of Administration, as Attorney-in-Fact, shall use and disburse the total amount of each of such funds, without contribution from one fund to another, for the same purposes and in the same order as is provided in subparagraphs (2)(b)(i) through (v) of this paragraph.

(1) If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Council of Co-Owners, as Attorney-in-Fact, and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall be represented by the President, or other authorized officer or officers, of the Board of Administration. The Board of Administration shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Board of Administration to have an interest in any Apartment Unit. The expense of participation in such proceedings by the Council of Co-Owners shall be paid by the Council of Co-Owners for which it may assess each Owner as herein provided for special assessments. The Board of Administration, as Attorney-in-Fact, is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board of Administration in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Council of Co-Owners, as Attorney-in-Fact, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Apartment Unit), the Council of Co-Owners, as Attorney-in-Fact, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey that portion of the common elements sought to be condemned to the condemning authority in lieu of such condemnation proceeding.

(2) With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Co-Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Co-Owner in proportion to his percentage or fractional ownership interest in the Common Elements to be applied or paid as set forth in the percentages or fractions established in Paragraph 13 hereof, unless restoration takes place as herein provided. The Board of Administration, if it deems advisable, may call a meeting of the Co-Owners, at which meeting the Co-Owners, by a majority vote in interest, not in numbers, shall decide whether to replace or

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restore, as far as possible, the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Plats attached hereto shall be duly amended by instrument executed by the Council of Co-Owners, as Attorney-in-Fact, on behalf of the Co-Owners. In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six-and-two-thirds percent (66-2/3%) of the total number of Apartment Units, then the damages and awards for such taking shall be determined for each Apartment Unit and the following shall apply:

(a) The Board of Administration shall determine which of the Apartment Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium Project and the reduced size of each Apartment Unit so damaged.

(b) The Board of Administration shall determine whether it is reasonably practicable to operate the remaining Apartment Units of the Project, including those damaged units which may be made tenantable, as a Condominium in the manner provided in this Declaration.

(c) In the event that the Board of Administration determines that it is not reasonably practicable to operate the undamaged Apartment Units and the damaged units which can be made tenantable, then the Condominium Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Co-Owners, as tenants in common, in the proportionate ownership interest previously owned by each Co-Owner in the Common Elements.

(d) In the event that the Board of Administration determines it will be reasonably practicable to operate the undamaged Apartment Units and the damaged units which can be made tenantable as an Apartment Unit, then the damages and awards made with respect to each unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct such Apartment Unit so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Apartment Units which are tenantable. With respect to those units which may not be tenantable, the award made shall be paid as set forth in subparagraph (b) above; and the remaining portion of such units, if any, shall become part of the Common Elements. Upon the payment of such award for the account of such Co-Owner as provided herein, such Apartment Unit shall no longer be a part of this Condominium Project, and the proportionate ownership interest in the Common Elements appurtenant to each remaining Apartment Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the Common Elements among the reduced number of Co-Owners. If sixty-six-and-two-thirds percent (66-2/3%) or more of the Apartment Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Co-Owners of units, as provided herein, in proportion to their percentage or fractional ownership interests in the Common Elements as provided in Paragraph 13 hereof; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Apartment Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided

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interest by all Co-Owners as tenants in common in the proportionate ownership interest previously owned by each Co-Owner in the Common Elements. Any damages or awards provided in this paragraph to be paid to or for the account of any Co-Owner by the Board of Administration shall be applied as set forth in subparagraph (2)(b)(i) through (v) of Paragraph 20 hereof.

22. All notices, communications, and remittances to the Board of Administration shall be sent to it at its mailing address which may be established from time to time and of which the owners in this project shall be notified.

23. In the event any of the declarations or provisions hereof shall be finally held invalid or unenforceable by any court of competent jurisdiction, the same shall not affect the validity or enforceability of any of the other declarations and provisions hereof. If any declaration or provisions herein contained shall be susceptible of two or more interpretations, the interpretation which shall most nearly be in accord with the purposes and intents hereof shall govern.

24. In the event of the omission herefrom of any declaration, stipulation or provision which shall be vital or necessary or expedient for the accomplishment of the purposes and intent of this Declaration, this Declaration shall not thereby fail, in whole or in part, but any and all omitted matter shall be supplied herein by inference and/or by reference to the provisions of the Texas Condominium Act under which this condominium regime is established, and such provisions of such Act are hereby made part hereof by reference thereto.

25. Grantor reserves, and shall have the continuing right, for a period of two (2) years after the date this Declaration is filed of record, without the consent of the other Owners or any Mortgagee to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration, or to comply with any amendment to the Condominium Act of the State of Texas, provided that no such amendment shall change the stated number of apartment units or proportionate ownership interest in the Common Elements attributable thereto as provided herein.

DATED AND EXECUTED by the undersigned Grantor this the 21st day of OCTOBER, 1982.

E. R. GREGG, III, TRUSTEE

GRANTOR

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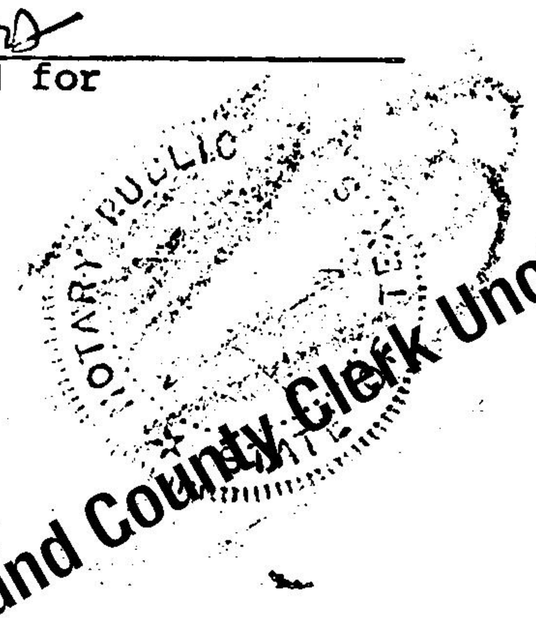
THE STATE OF TEXAS |

COUNTY OF Dallas |

This instrument was acknowledged before me on the 21st day of October, 1982 by E. R. GREGG, III, Trustee.

Debbie Downs
Notary Public in and for
the State of Texas
Debbie Downs

My Commission Expires:
10-17-84



RECORDER'S MEMORANDUM:
All Or Parts Of The Text On This Page
Was Not Clearly Legible For Satisfactory
Recordation

BEING a tract or parcel of land situated in the City of Midland, Midland County, Texas, and being part of Lot 1 Block 26 of Crestgate Addition Section 11 an addition to the City of Midland as recorded in Cabinet A, Slide 66 of the Map Records of Midland County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner in the westerly line of North Midkiff Road, said point being North 15° 11' 18" West a distance of 15.0 feet from the intersection of the southerly projection of said westerly line and the easterly projection of the northerly line of Caldera Boulevard;

THENCE in a southerly and westerly direction along the northwesterly cut-off line between the westerly line of North Midkiff Road and the northerly line of Caldera Boulevard and along a curve to the right having a radius of 15.0 feet, a central angle of 90° and an arc length of 23.56 feet to the end of said curve to the right in the northerly line of Caldera Boulevard, at the beginning of a curve to the left;

THENCE in a westerly direction along the northerly line of Caldera Boulevard and along said curve to the left having a radius of 460.0 feet, a central angle of 29° and an arc length of 232.83 feet to the end of said curve to the left;

THENCE South 45° 48' 42" West continuing along the northerly line of Caldera Boulevard a distance of 308.85 feet to a point for corner;

THENCE North 44° 11' 18" West a distance of 139.57 feet to an angle point;

THENCE North 15° 11' 18" West a distance of 338.49 feet to a point for corner in the southerly line of Cakridge Drive;

THENCE North 74° 49' 36" East along the southerly line of Cakridge Drive a distance of 560.8 feet to the beginning of a curve to the right;

THENCE in an easterly and southerly direction along the southwesterly cut-off line between the southerly line of Cakridge Drive and the westerly line of North Midkiff Road and along said curve to the right having a radius of 15.0 feet, a central angle of 89° 59' 06" and an arc length of 23.56 feet to the end of said curve to the right in the westerly line of North Midkiff Road;

THENCE South 15° 11' 18" East along the westerly line of North Midkiff Road a distance of 223.0 feet to the PLACE OF BEGINNING and containing 4.4881 acres.

SURVEYOR'S DECLARATION

I hereby declare that this true and accurate survey made on the ground by me on August 4, 1982, correctly shows the relation of the buildings and other structures to the property lines of land indicated hereon, and that there are no encroachments or overlaps onto adjoining property of property covered by this survey, or of adjoining buildings or structures on said land, except as shown, noted or described on the survey. This survey is subject to any easements not visible on the ground.

SURVEYOR

Exhibit 1

Survey Plat
of part of
Lot 1 Block 26 of Crestgate Addition Section 11
City of Midland, Midland County, Texas
By
N. W. Krieger, Jr.
2409 Park Street Ennis, Texas
Phone 875-7013

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Typical Uncovered Parking Space - Unless Otherwise Noted

Typical Covered Parking Space - Unless Otherwise Noted

Carport Building

Sagewood Condominium
Part of Lot 1 Block 26
Crawford Addition
City of Midland, Midland County, Texas
By
N. W. Krueger, Jr.
Park St. Ennis, Texas
Phone: 875-2013

Exhibit B

Caldera Blvd.

R = 460'
Δ = 29°
L = 232.83'
S45°40'42"W 308.83'

Midkiff Rd.

S15°11'18"E 223.0'

Building A
Brick & Tile
867 Sq. Ft.

Building B
Brick & Tile
5264 Sq. Ft.

Building C
Brick & Tile
6385 Sq. Ft.

Building D
Brick & Tile
6385 Sq. Ft.

Carport Bldg. 1
Carport Bldg. 2
Carport Bldg. 3
Carport Bldg. 4
Carport Bldg. 5

Lot 1
Block 26
0.91 Ac.

Building E

N 74°48'15" W 232.35'

Oakridge Dr.

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Oakridge Dr.

N 14°49'36" E

Building 2 Story Brick

K

115'

65'

Building 2 Story Brick 4 Fl.

Lot 1
Block 2C
4.4981 Ac.

Carport Bldg. 9

Carport Bldg. 8

Carport Bldg. 7

Carport Bldg. 6

Carport Bldg. 5

Carport Bldg. 4

Carport Bldg. 3

Carport Bldg. 2

Carport Bldg. 1

Bldg. F 2 Story Brick 4 Fl.

Bldg. G 2 Story Brick 4 Fl.

Bldg. H 2 Story Brick 4 Fl.

Bldg. I 2 Story Brick 4 Fl.

Bldg. J 2 Story Brick 4 Fl.

Bldg. K 2 Story Brick 4 Fl.

Bldg. L 2 Story Brick 4 Fl.

Bldg. M 2 Story Brick 4 Fl.

Pool

Caldera

Blvd.

S 45°-18'-02" W

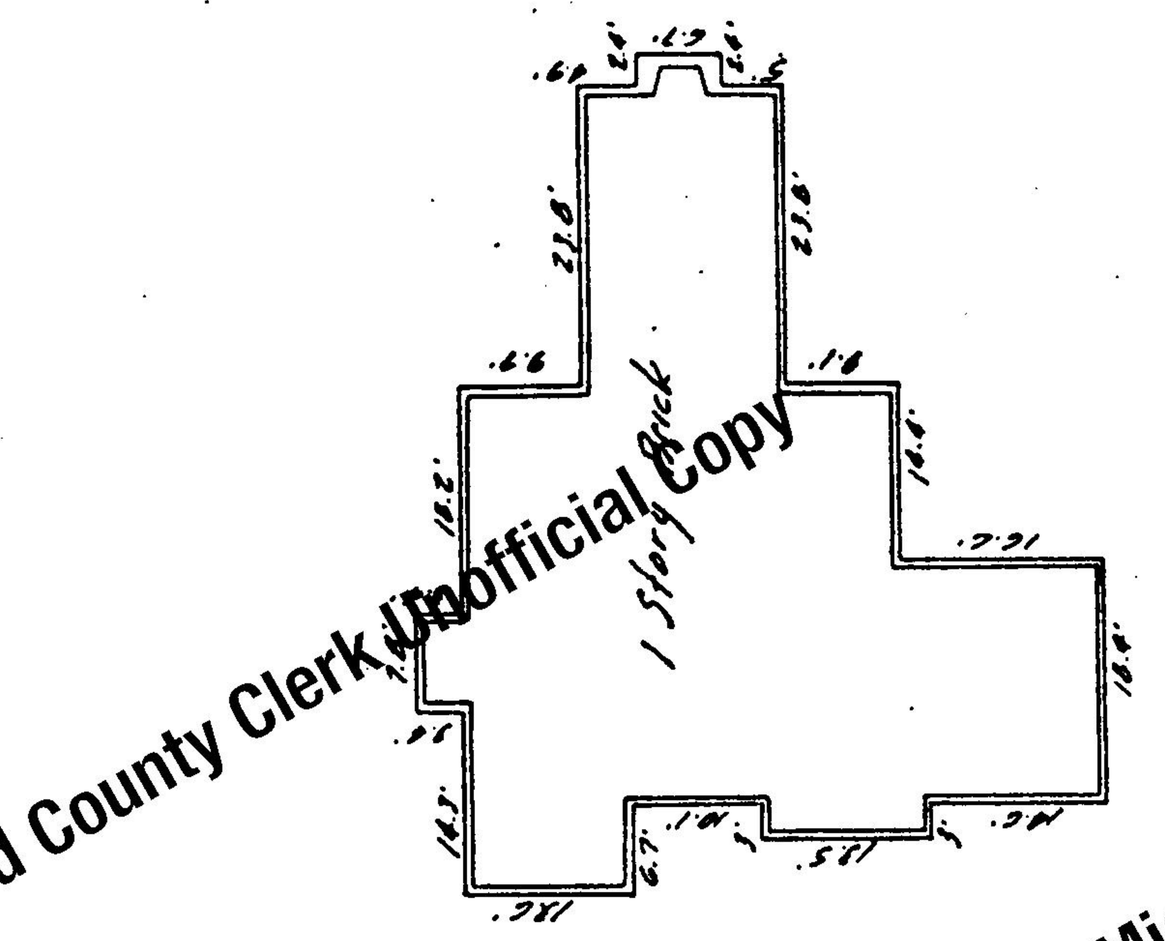
N 29°-18'-02" W

Sagewood Condominium
Part of
Lot 1 Block 2C
Gerbert Addition
Midland Midland County, Texas
By
N. W. Krieger, Jr.
Park St. Comm. Terr
Phone 682-2013

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Sagewood Condominium
Part of
Lot 1 Block 26
Craigdale Addition
City of Midland Midland County, Texas
By
N. W. Krieger, Jr.
2409 Park St. Conroe, Texas
Phone: 875-2013



Recreation Building
(Part of the Common
Elements

Exhibit A

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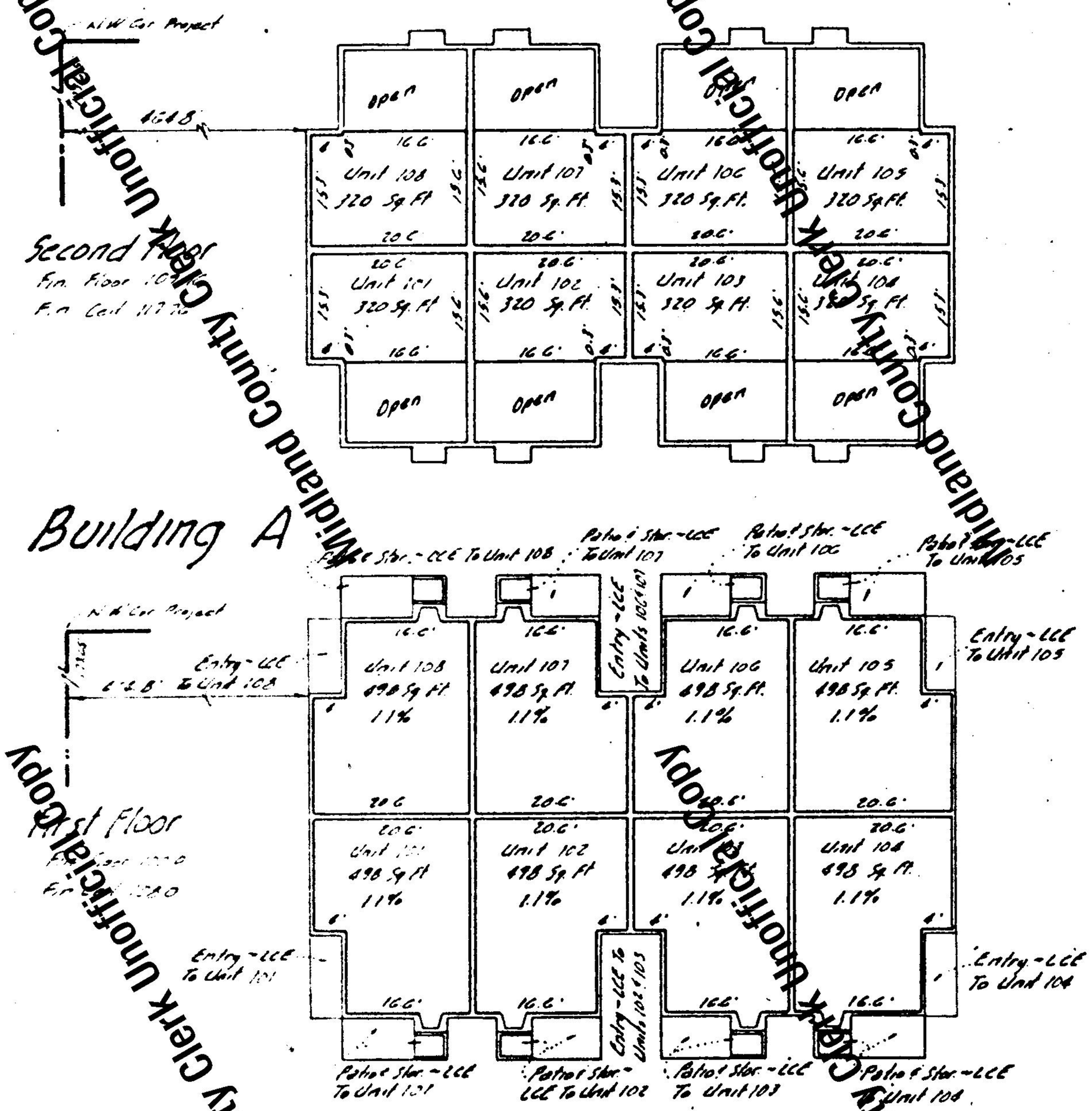


Exhibit A

-Survey Plat-

1. Building A Showing The Location, Square Footage And Dimensions Of The Units Hereon Designated As Unit Nos. 101, 102, 103, 104, 105, 106, 107 & 108.
2. Dimensions Of The Units Are To The Inside Walls.
3. All Areas On The Floor Outside Of The Units Are A Part Of The Common Elements.
4. L.C.E. Indicates Limited Common Elements
   Bal Indicates Balcony

Sagewood Condominium
Part of
Lot 1 Block 26
Crestgate Addition
City of Midland Midland County, Texas
By
N. W. Krieger, Jr.
2809 Park St. Ennis, Texas
Phone: 875-7013

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Building B

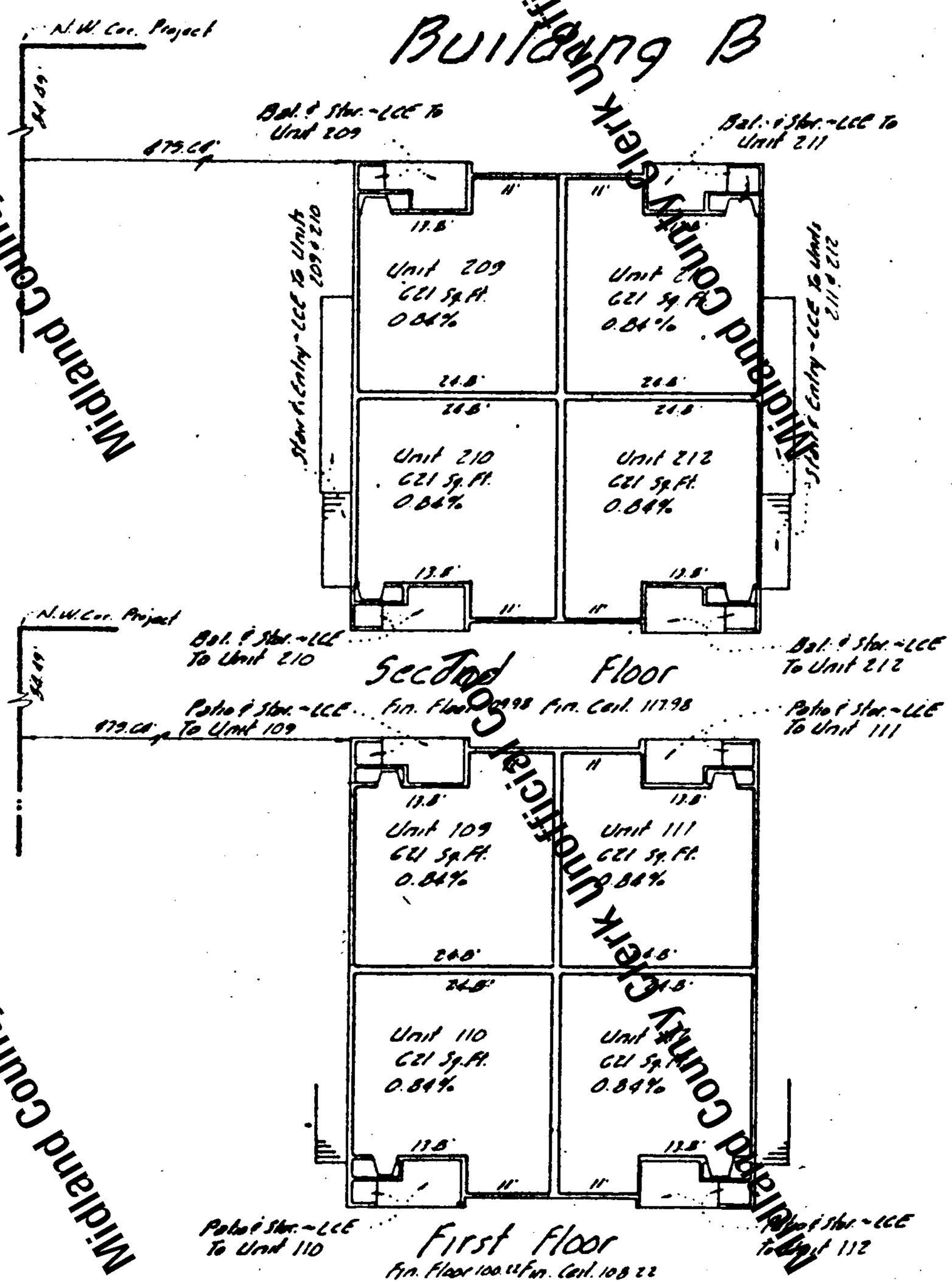


Exhibit B

-Survey Plat-

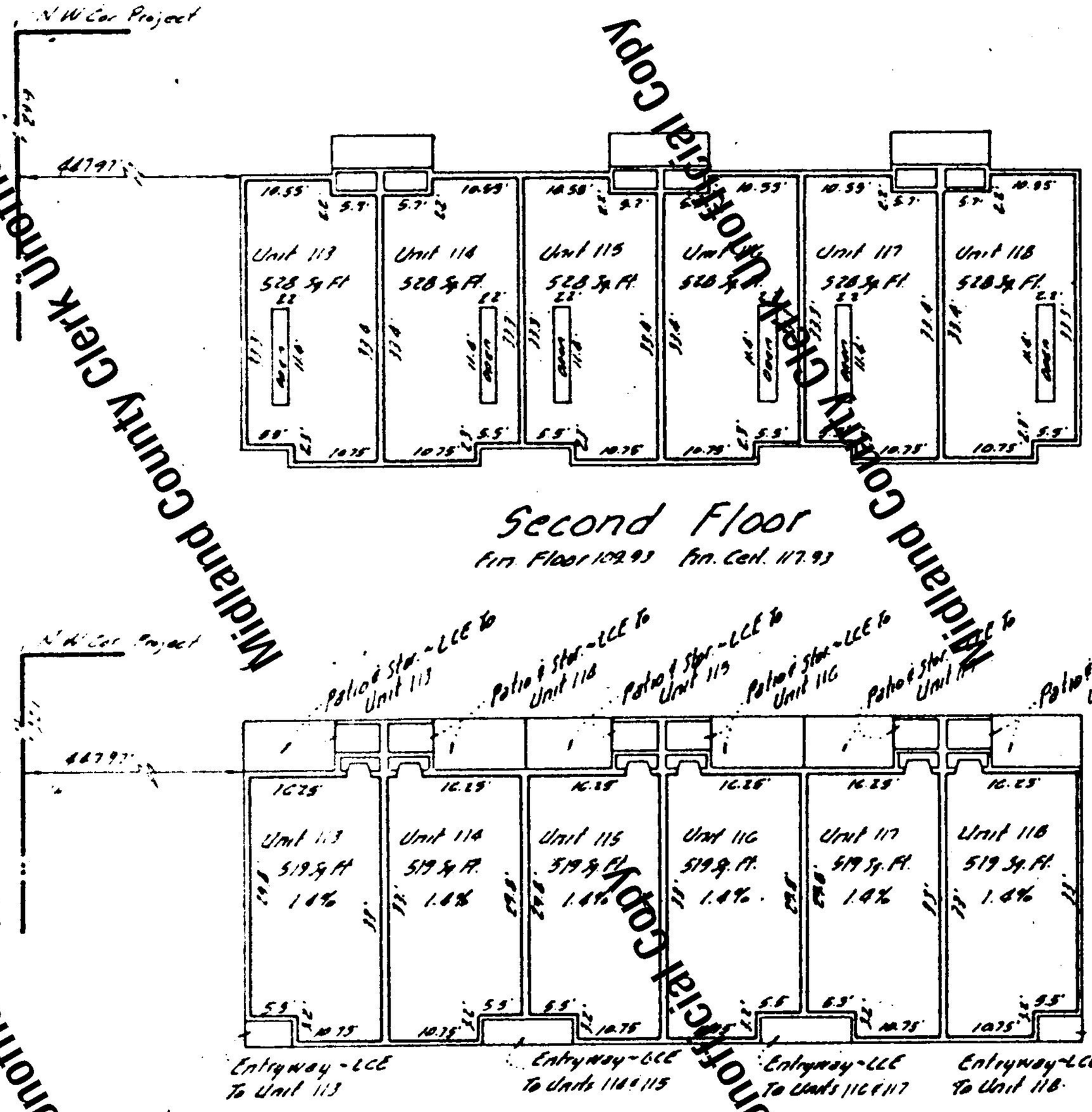
1. Building B Showing The Location, Square Footage And Dimensions Of The Units Hereon Designated As Unit Nos. 109, 110, 111, 112, 209, 210, 211 & 212.
2. Dimensions Of The Units Are To The Inside Walls.
3. All Areas On The Floor Outside Of The Units Are A Part Of The Common Elements.
4. LCE Indicates Limited Common Elements
   Bal Indicates Balcony

Sagewood Condominium
Part of
Lot 1 Block 26
Crestgate Addition
City of Midland Midland County, Texas
By
N. W. Krieger, Jr.
2009 Park St Ennis, Texas
Phone 875-7013

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Building C

Exhibit C

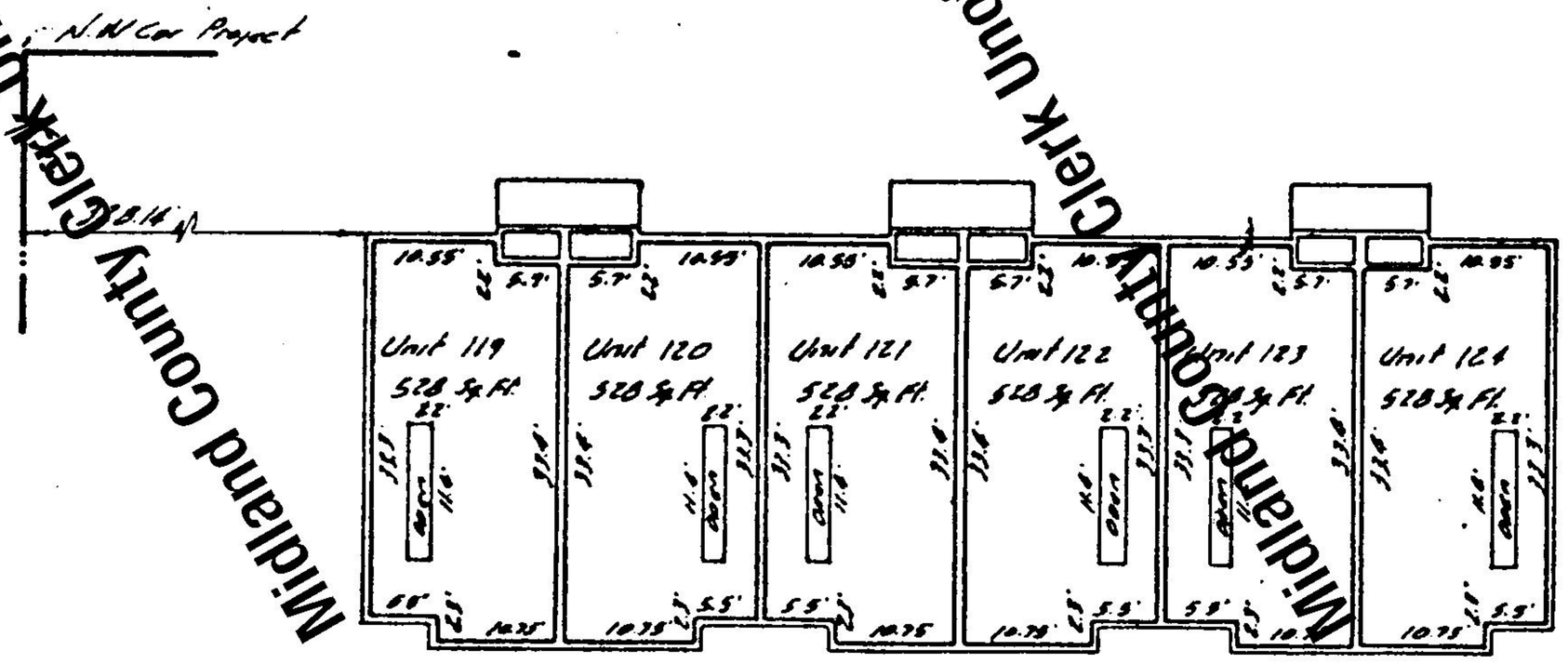
~Survey Plat~

1. Building C Showing The Location, Square Footage And Dimensions Of The Units Hereon Designated As Unit Nos. 113, 114, 115, 116, 117 & 118.
2. Dimensions Of The Units Are To The Inside Walls.
3. All Areas On The Floor Outside Of The Units Are A Part Of The Common Elements.

L.C.E Indicates Limited Common Elements
Bal Indicates Balcony

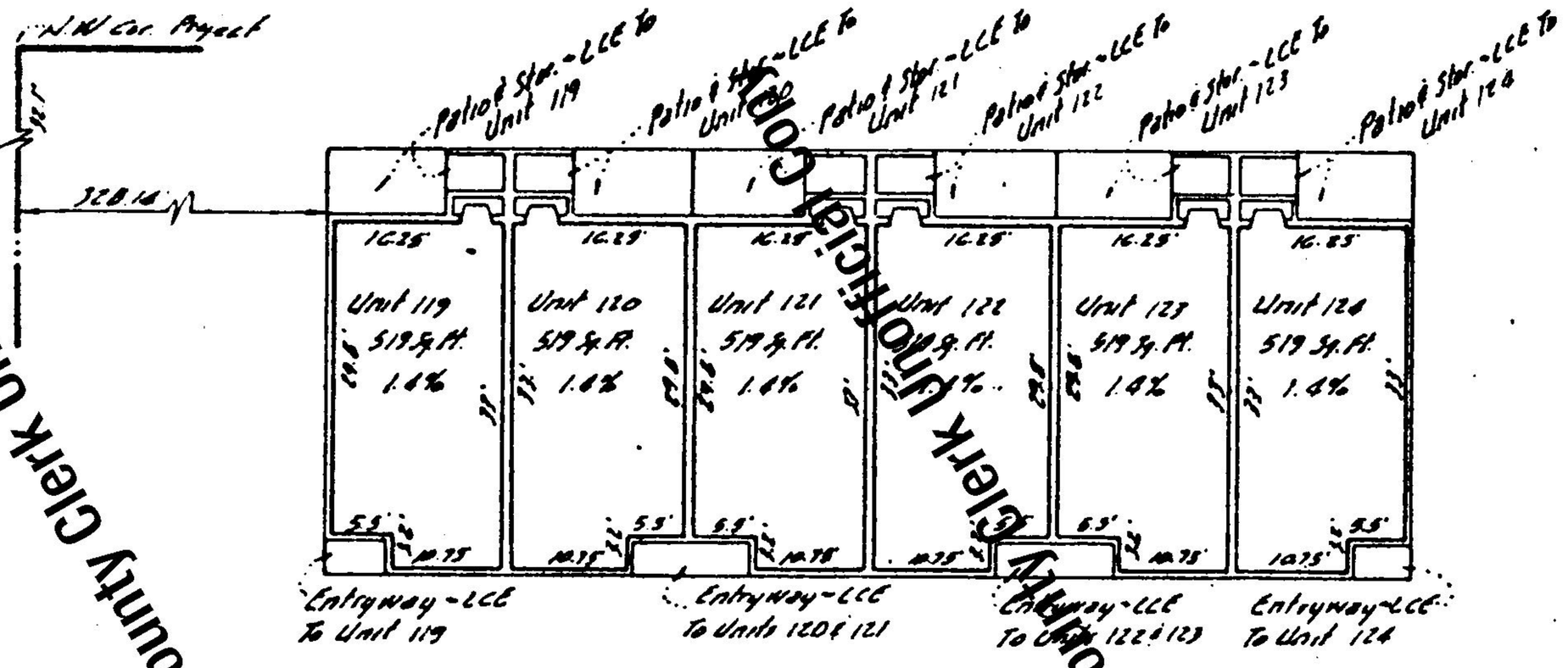
Sagewood Condominium
Part of
Lot 1 Block 26
Crestgate Addition
City of Midland Midland County, Texas
By
N. W. Krieger, Jr.
2609 Park St. Enmx, Texas
Phone: 875-7013

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Second Floor

Fin. Floor 109.93 Fin. Ceil. 117.93



First Floor

Fin. Floor 100.0 Fin. Ceil. 108.17

Building D

Exhibit D

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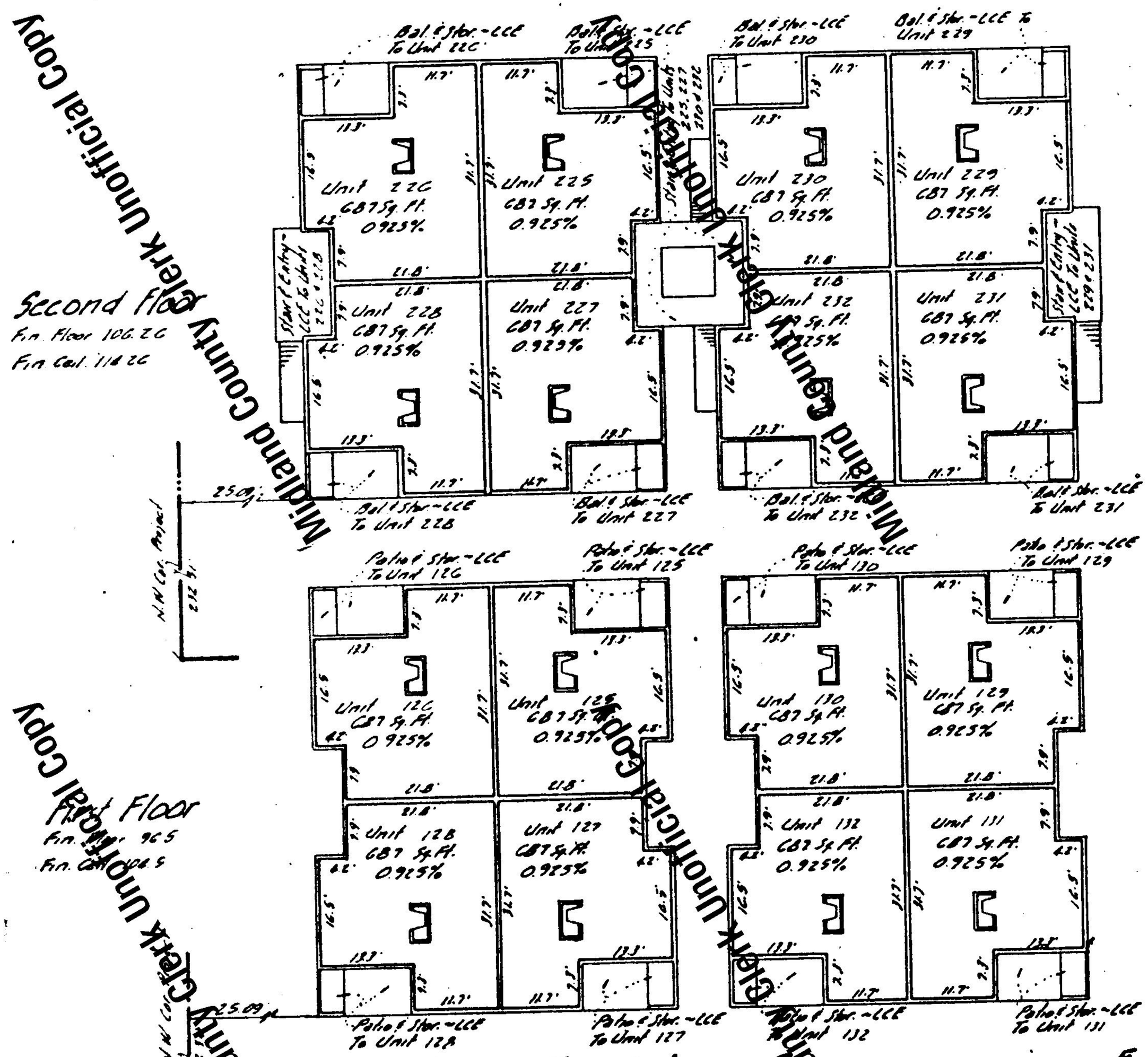
~Survey Plat~

1. Building D Showing The Location, Square Footage And Dimensions Of The Units Hereon Designated As Unit Nos. 119, 120, 121, 122, 123 & 124
2. Dimensions Of The Units Are To The Inside Walls.
3. All Areas On The Floor Outside Of The Units Are A Part Of The Common Elements.
4. LCE Indicates Limited Common Elements
   B Indicates Balcony

Sagewood Condominium
Part of
Lot 1 Block 26
Crestgate Addition
City of Midland, Midland County, Texas
By
N. W. Krieger, Jr.
2209 Park St. Ennis, Texas
Phone 875-7013

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Building E

Exhibit E

~Survey Plat~

1. Building E Showing The Location, Square Footage And Dimensions Of The Units Hereon Designated As Unit Nos. 125, 126, 127, 128, 129, 130, 131, 132 225, 226, 227, 228, 229, 230, 231 & 232.
2. Dimensions Of The Units Are To The Inside Walls.
3. All Areas On The Floor Outside Of The Units Are A Part Of The Common Elements.

L.C.E Indicates Limited Common Elements
Bal. Indicates Balcony

Sagewood Condominium
Part of
Lot 1 Block 26
Cedgate Addition
City of Midland Midland County, Texas
By
N. W. Krieger, Jr.
2809 Park St. Ennis, Texas
Phone: 875-7013

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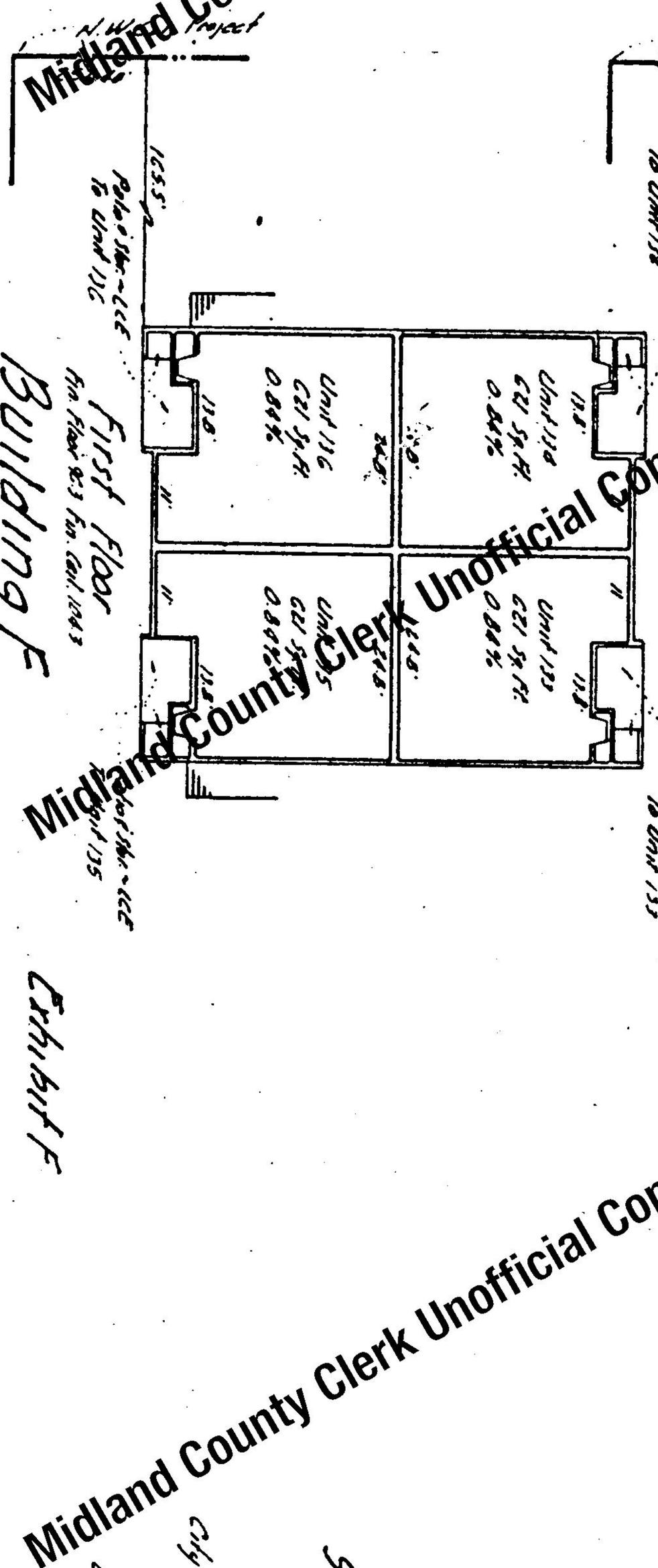
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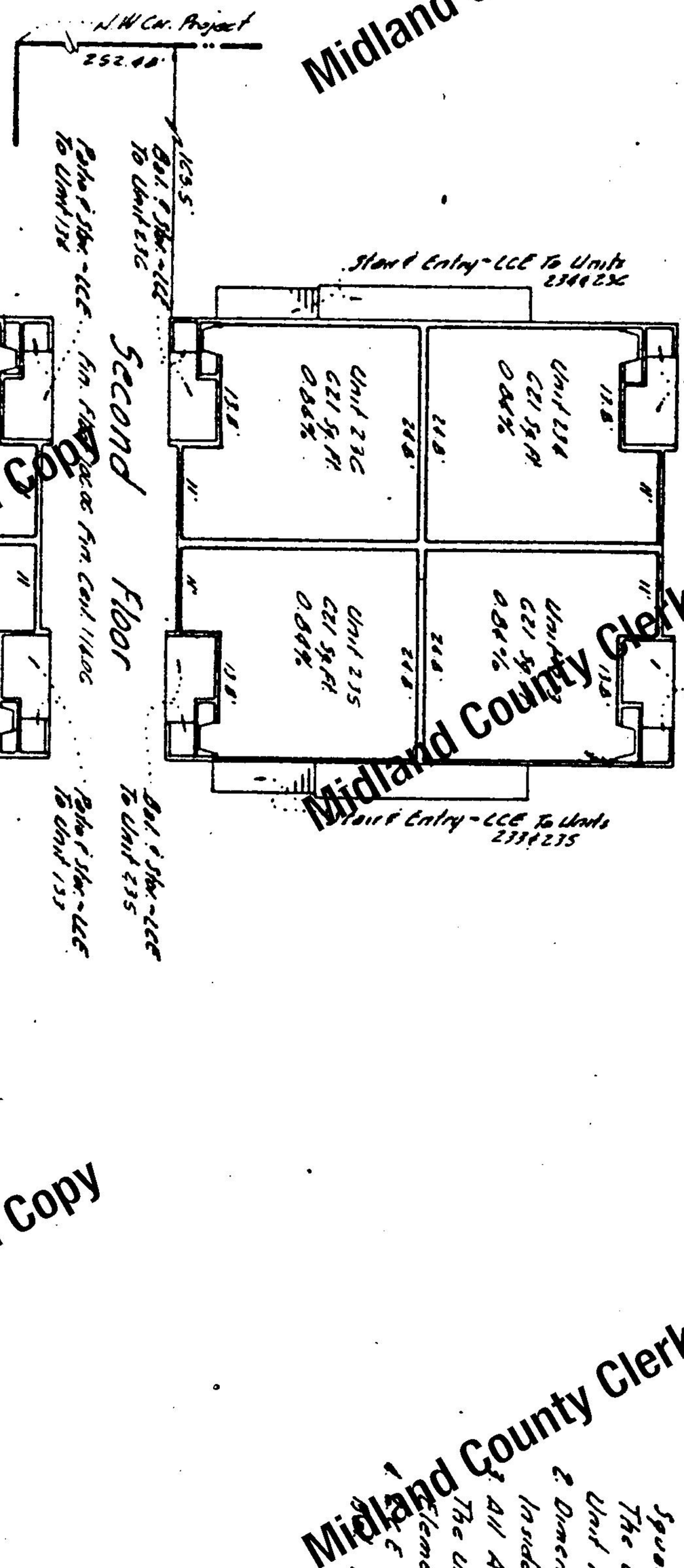
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Sagewood Condominium
Part of
Lot 1 Block 26
Golfgate Addition
City of Midland Midland County, Texas
By
N. W. Krieger, Jr.
Box 51 Park St. Ennis, Texas
Phone 875-3013

1. Building Survey Plat -
2. Dimensions Of The Units Are To The Inside Wall.
3. All Area Shown On The Floor Outside Of The Units Are A Part Of The Common Elements.
4. Indicates Limited Common Elements
5. Scale 1" = 20'
6. Balcony

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Building C

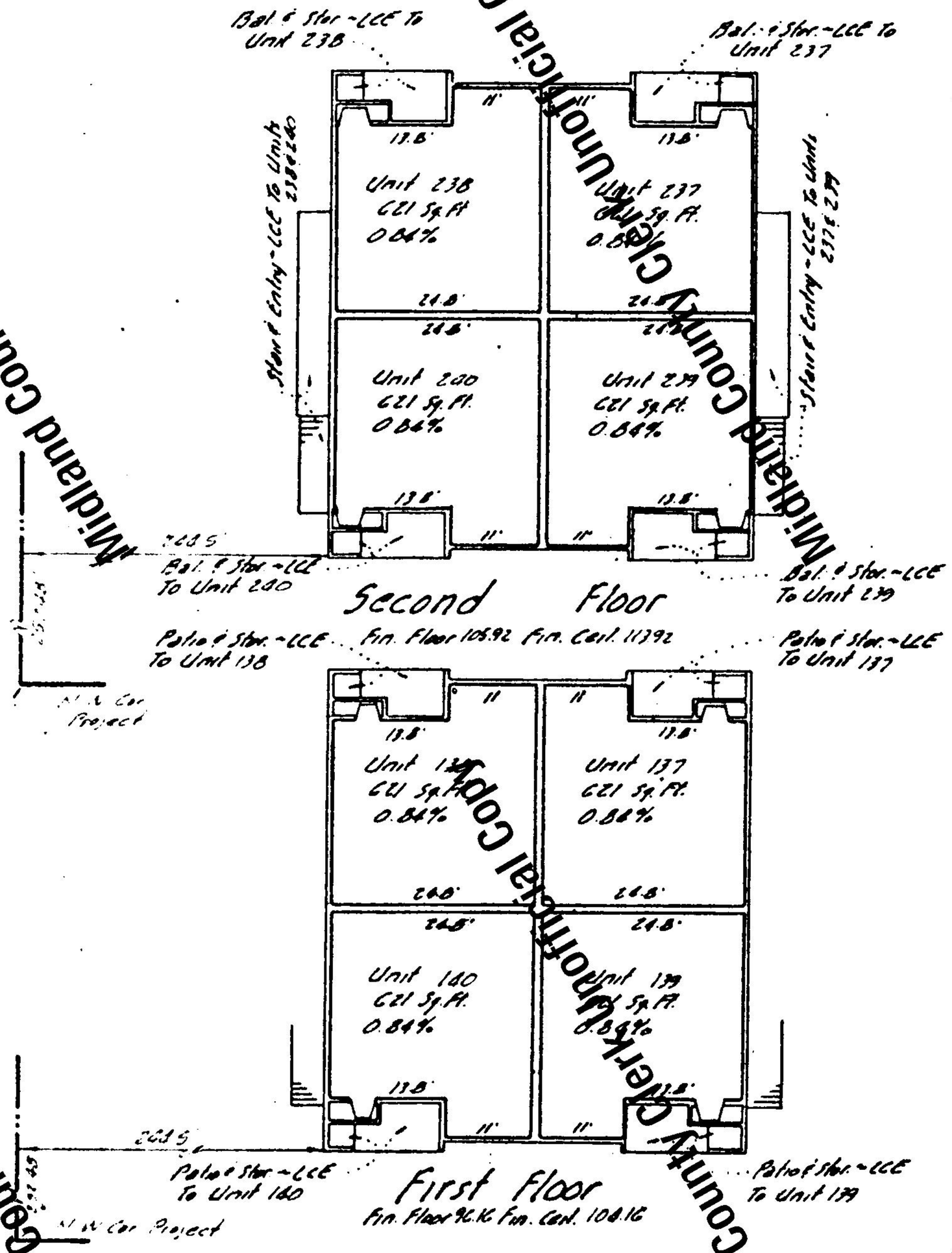


Exhibit C

-Survey Plat-

1. Building C Showing The Location, Square Footage And Dimensions Of The Units Hereon Designated As Unit Nos. 137, 138, 139, 140, 237, 238, 239 & 240.
2. Dimensions Of The Units Are To The Inside Walls.
3. All Areas On The Floor Outside Of The Units Are A Part Of The Common Elements.
4. L.C.E Indicates Limited Common Elements
   Bal Indicates Balcony

Sagewood Condominium
Part of
Lot 1 Block 26
Crestgate Addition
City of Midland Midland County, Texas
By
N. W. Krieger, Jr.
2809 Park St. Ennis, Texas
Phone: 875-7013

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Building H

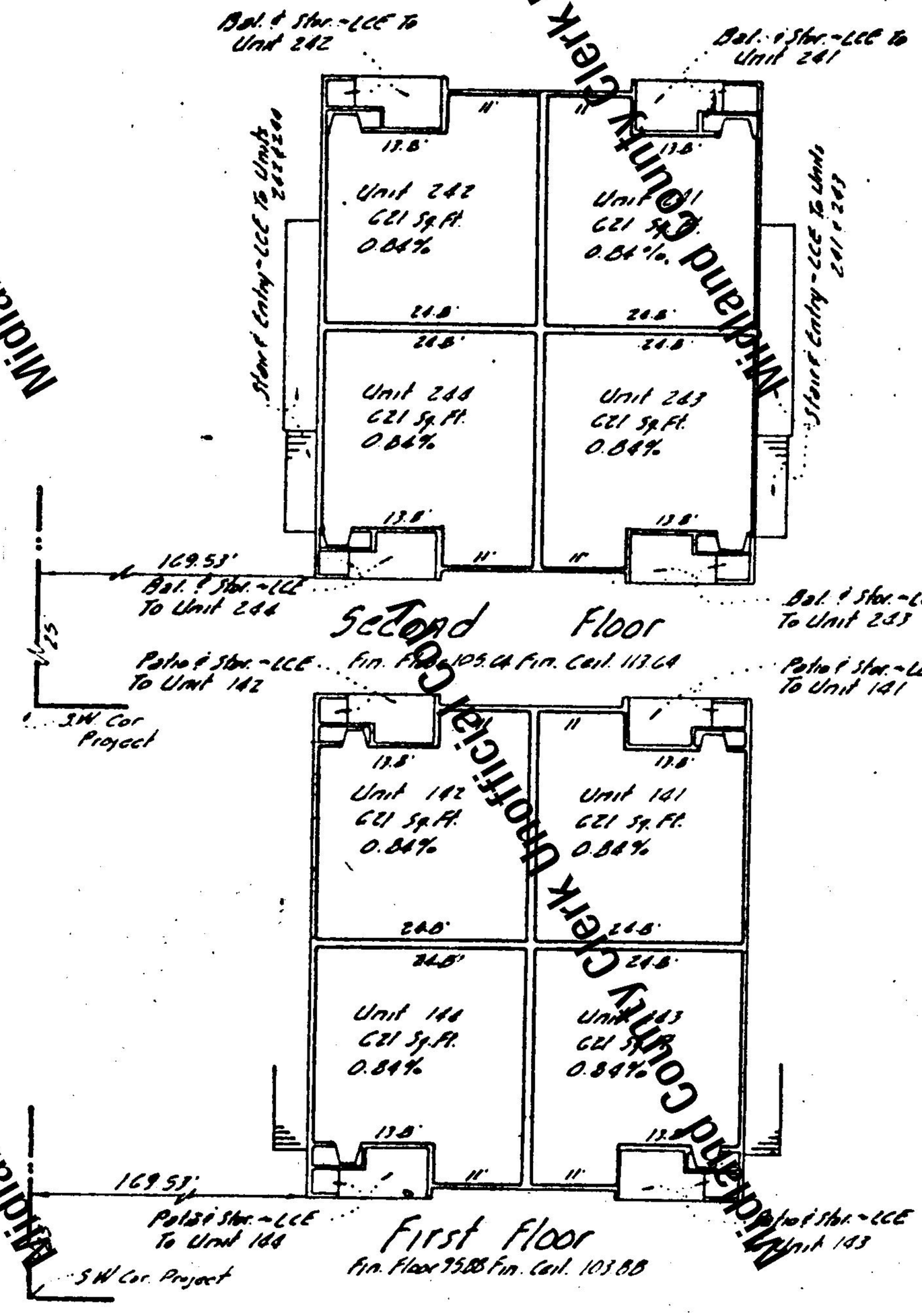


Exhibit H

~Survey Plat~

1. Building H Showing The Location, Square Footage And Dimensions Of The Units Hereon Designated As Unit Nos. 141, 142, 143, 144 241, 242, 243 & 244
2. Dimensions Of The Units Are To The Inside Walls.
3. All Areas On The Floor Outside Of The Units Are A Part Of The Common Elements.
4. LCE Indicates Limited Common Elements
   Bal Indicates Balcony

Sagewood Condominium
Part of
Lot 1 Block 26
Craigdale Addition
City of Midland Midland County, Texas
By
N. W. Krieger, Jr.
2809 Park St Ennis, Texas
Phone 875-7013

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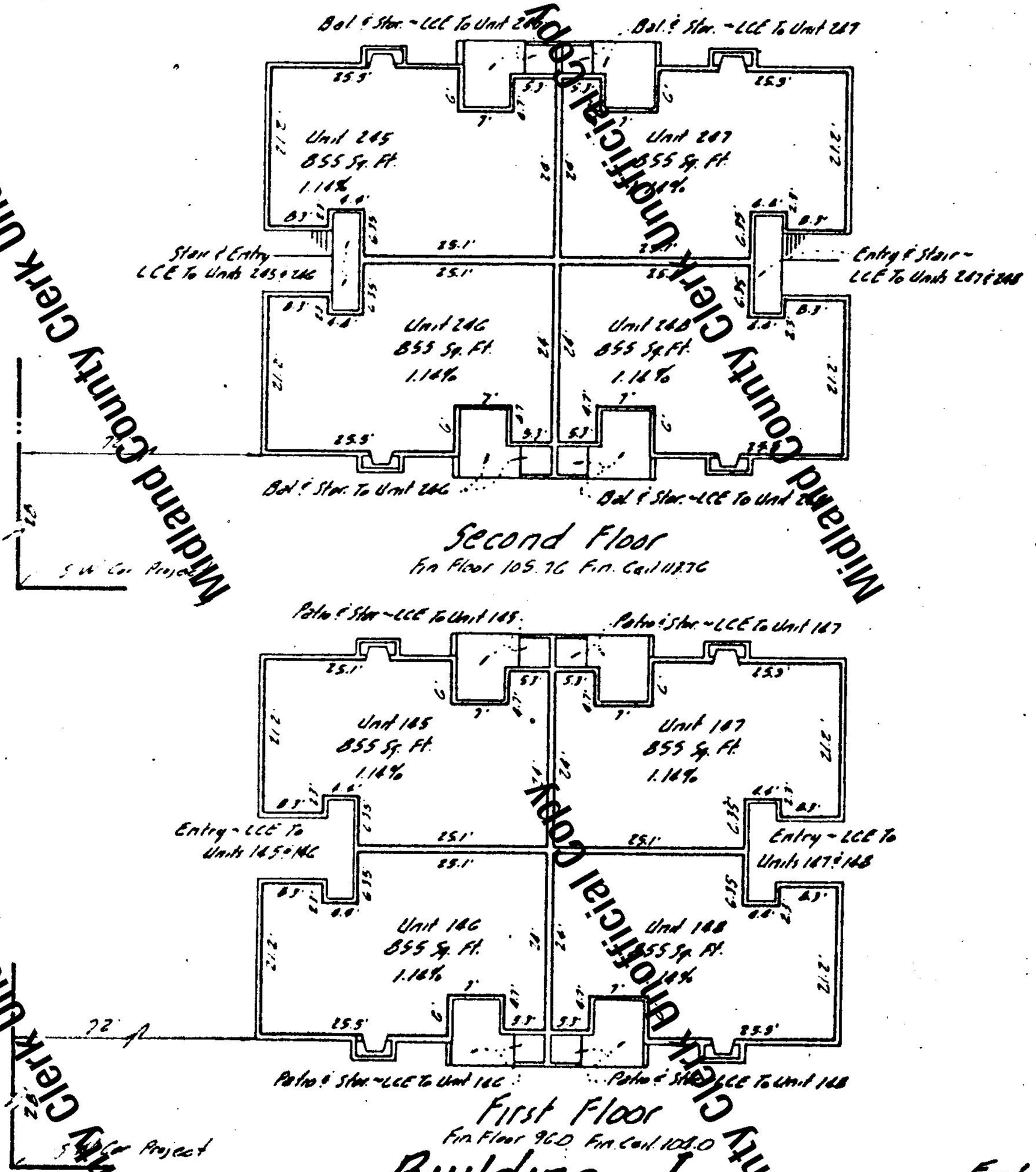


Exhibit I

~Survey Plat~

1. Building I Showing The Location, Square Footage And Dimensions Of The Units Hereon Designated As Unit Nos. 145, 146, 147, 148, 245, 246, 247 & 248.
2. Dimensions Of The Units Are To The Inside Walls.
3. All Areas On The Floor Outside Of The Units Are A Part Of The Common Elements.
4. L.C.E Indicates Limited Common Elements
Bal Indicates Balcony

Sagewood Condominium
Part of
Lot 1 Block 26
Creekgate Addition
City of Midland Midland County, Texas
By
N. W. Krieger, Jr.
2409 Park St. Ennis, Texas
Phone: 875-2013

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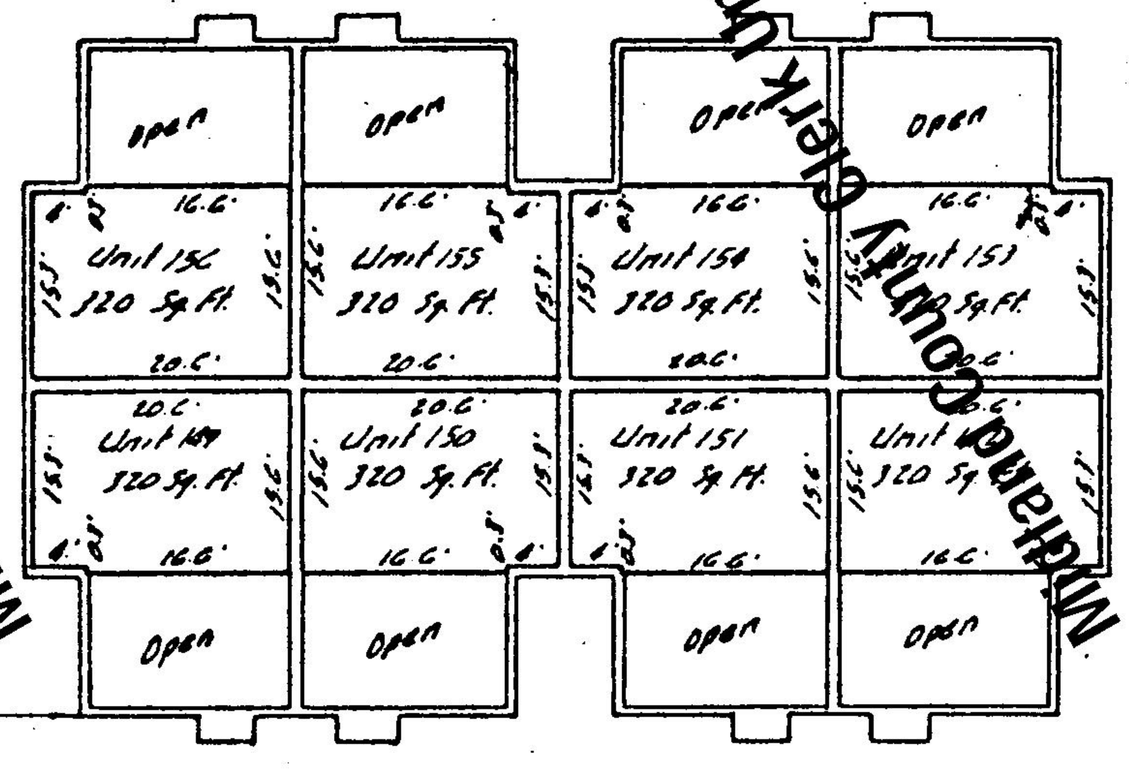
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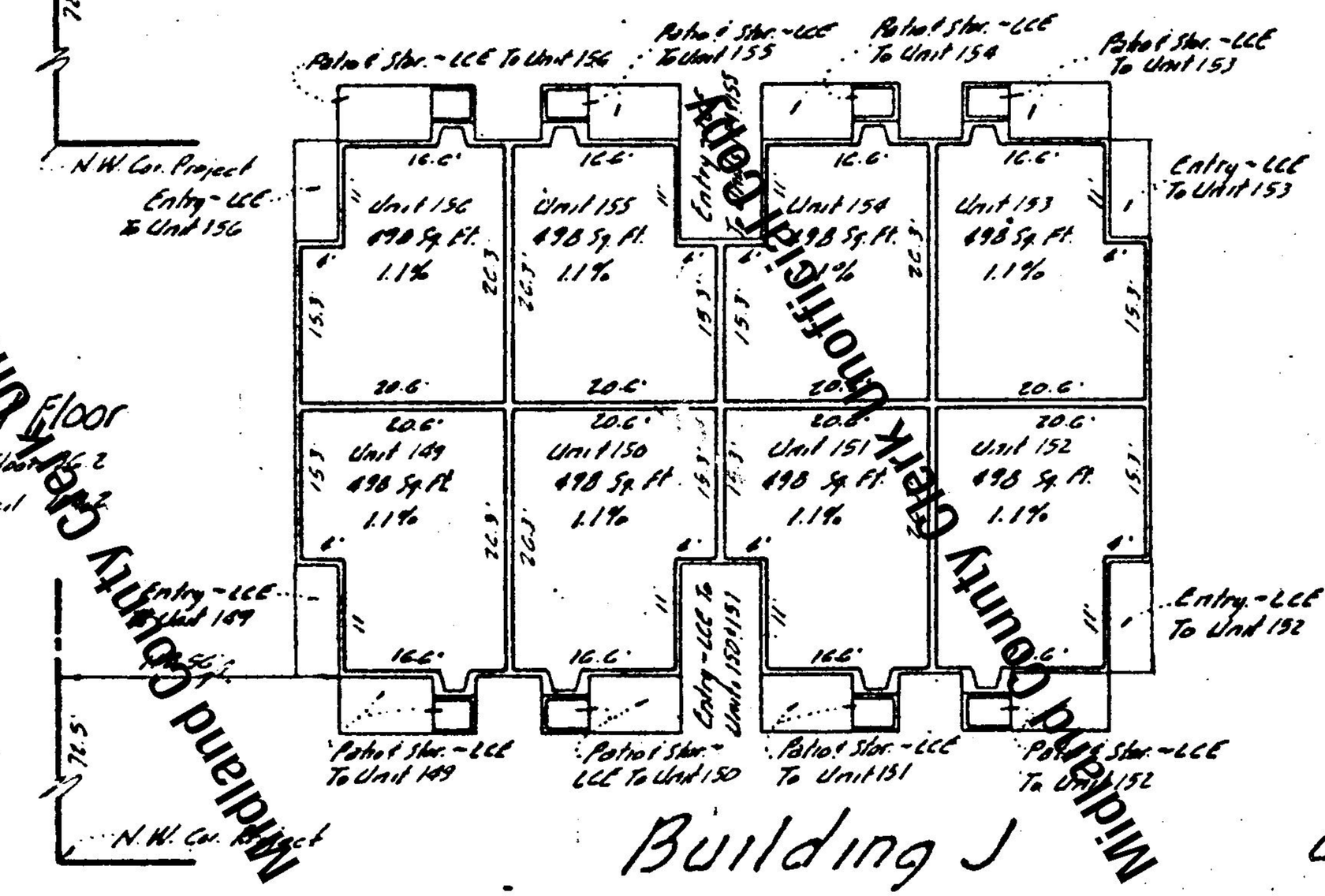
Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Second Floor

Fin. Floor 105.9C
Fin. Ceil. 113.9C





First Floor

Fin. Floor 105.2
Fin. Ceil.

Building J

Exhibit J

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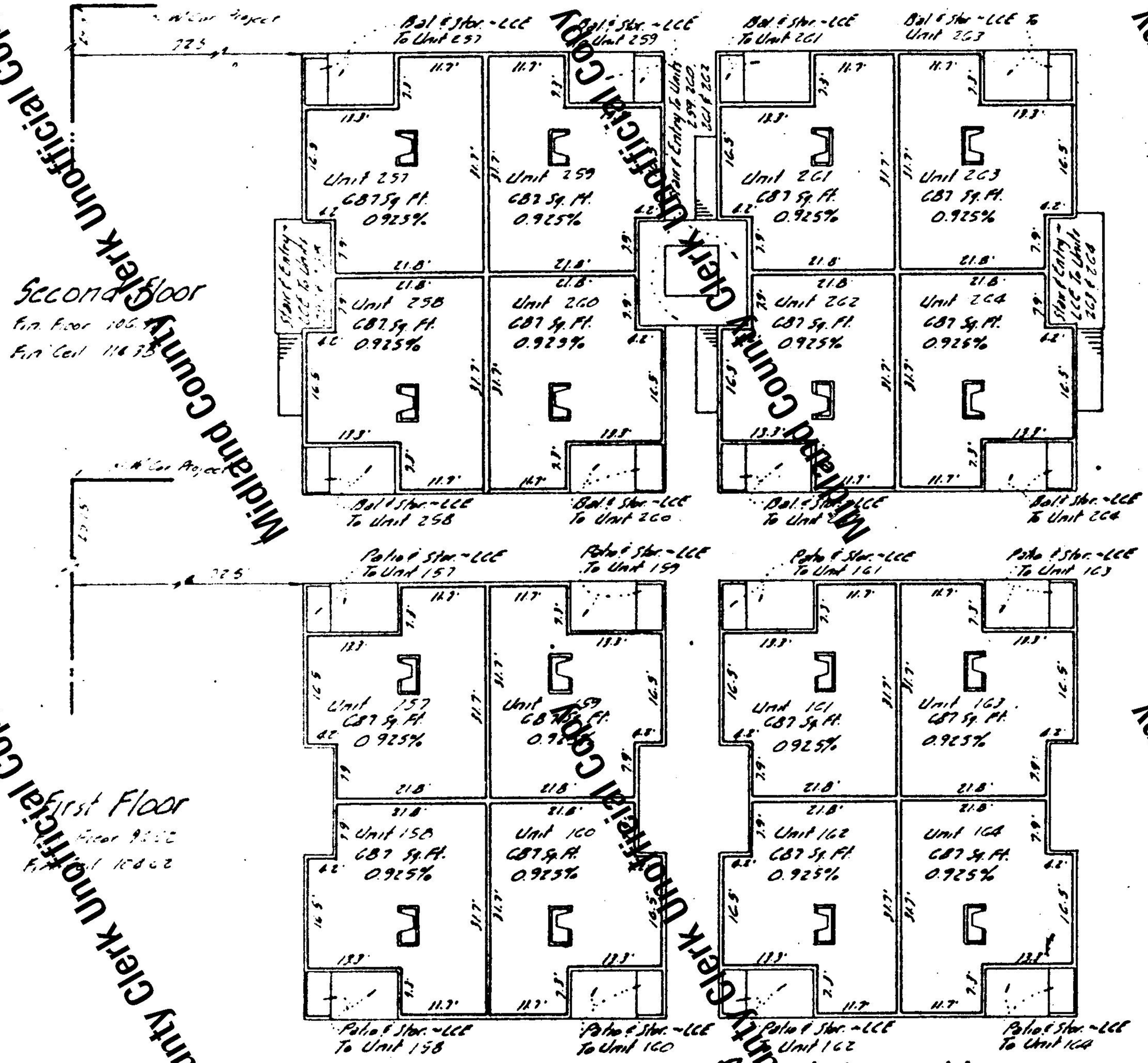
~Survey Plat~

1. Building J Showing The Location, Square Footage And Dimensions Of The Units Hereon Designated As Unit Nos. 149, 150, 151, 152, 153, 154, 155 & 156.
2. Dimensions Of The Units Are To The Inside Walls.
3. All Areas On The Floor Outside Of The Units Are A Part Of The Common Elements.

L.C.E. Indicates Limited Common Elements
B.L. Indicates Balcony

Sagewood Condominium
Part of
Lot 1 Block 26
Crestgate Addition
City of Midland Midland County, Texas
By
N. W. Krieger, Jr
2009 Park St Ennis, Texas
Phone 875-7013

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~Survey Plat~

1. Building K Showing The Location, Square Footage And Dimensions Of The Units Hereon Designated As Unit Nos. 157, 158, 159, 160, 161, 162, 163, 164, 257, 258, 259, 260, 261, 262, 263 & 264.
2. Dimensions Of The Units Are To The Inside Walls.
3. All Areas On The Floor Outside Of The Units Are A Part Of The Common Elements.
4. L.C.E Indicates Limited Common Elements
   Bal Indicates Balcony

Sagewood Condominium
Part of
Lot 1 Block 26
Crestgate Addition
City of Midland Midland County, Texas
By
N. W. Krieger, Jr.
2809 Park St. Ennis, Texas
Phone 875-7013

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BY-LAWS OF

SAGEWOOD CONDOMINIUM

A CONDOMINIUM APARTMENT PROJECT

THE STATE OF TEXAS

COUNTY OF MIDLAND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, E. R. GREGG, III, TRUSTEE, is the sole owner in fee simple of the condominium apartment project known by the name of SAGEWOOD CONDOMINIUM, hereinafter sometimes referred to as the condominium project or the project, which project is particularly described in the Enabling Declaration to which these By-Laws are attached as an exhibit, and consists of the following described land, together with all buildings, structures and improvements thereon, to-wit:

BEING a tract or parcel of land situated in the City of Midland, Midland County, Texas, and being part of Lot 1, Block 26 of Crestgate Addition Section 11 an addition to the City of Midland as recorded in Cabinet C, Slide 66 of the Map Records of Midland County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner in the westerly line of North Midkiff Road, said point being North 15°11'18" West a distance of 15.0 feet from the intersection of the southerly projection of said westerly line and the easterly projection of the northerly line of Caldera Boulevard;

THENCE in a southerly and westerly direction along the northwesterly cut-off line between the westerly line of North Midkiff Road and the northerly line of Caldera Boulevard and along a curve to the right having a radius of 15.0 feet, a central angle of 90° and an arc length of 23.56 feet to the end of said curve to the right in the northerly line of Caldera Boulevard, at the beginning of a curve to the left;

THENCE in a westerly direction along the northerly line of Caldera Boulevard and along said curve to the left having a radius of 460.0 feet, a central angle of 29° and an arc length of 232.83 feet to the end of said curve to the left;

THENCE South 45°48'42" West continuing along the northerly line of Caldera Boulevard a distance of 308.85 feet to a point for corner;

THENCE North 44°11'18" West a distance of 139.57 feet to an angle point;

THENCE North 15°11'18" West a distance of 338.49 feet to a point for corner in the southerly line of Oakridge Drive;

EXHIBIT 5
(consisting of 11 pages)

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THENCE North 74°49'36" East along the southerly line of Oakridge Drive a distance of 210.8 feet to the beginning of a curve to the right;

THENCE in an easterly and southerly direction along the southwesterly cut-off line between the southerly line of Oakridge Drive and the westerly line of North Midkiff Road and along said curve to the right having a radius of 15.0 feet, a central angle of 89°59'06" and an arc length of 23.56 feet to the end of said curve to the right in the westerly line of North Midkiff Road;

THENCE South 15°11'18" East along the westerly line of North Midkiff Road a distance of 223.0 feet to the PLACE OF BEGINNING and containing 4.4881 acres.

WHEREAS, said E. R. GREGG, III, TRUSTEE, as sole owner in fee simple of said property and improvements constituting said condominium apartment project desires to hereby establish and adopt the following By-Laws for the government, administration and operation of said project and the common elements thereof;

NOW, therefore, said E. R. GREGG, III, sole owner in fee simple of said condominium apartment project known as SAGEWOOD CONDOMINIUM does hereby establish and adopt the following By-Laws which shall be applicable to each individual apartment in said project and all other portions and the common elements thereof, to-wit:

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

1. The property above described, together with all improvements thereon, is hereby submitted to the provisions of the Texas Condominium Act.

2. The provisions of these By-Laws shall be applicable to said condominium apartment project known as SAGEWOOD CONDOMINIUM.

3. All present or future owners, tenants, future tenants, mortgagees, or future mortgagees, or the employees of either of them, or any other person that might use the facilities of this condominium project in any manner, are subject to these By-Laws and to the Enabling Declaration. Any person, firm, or corporation acquiring, leasing, occupying, or renting any of the units in this condominium project accepts and ratifies these By-Laws and the Enabling Declaration, and agrees that the terms and provisions of both will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUMS, PROXIES

1. Voting shall be on a percentage basis. The percentage of the vote to which each owner is entitled is the percentage established for his undivided interest in the general common elements by the Enabling Declaration.

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2. As used in these By-Laws, the term "majority of owners" shall mean those owners possessing 51% of the total votes in accordance with the percentage established for undivided ownership in the general common elements by Paragraph 13 of the Enabling Declaration.

3. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

4. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

5. No owner shall be entitled to exercise his right to vote, in person or by proxy, for any purpose so long as any assessments due the Council of Co-Owners are in default under any term or provision of the Enabling Declaration or these By-Laws.

ARTICLE III

ADMINISTRATION

1. The owners of the apartment units will constitute the Council of Co-Owners who will have the responsibility, which may be performed and discharged through the Board of Administration, of administering the project, approving the annual budget, establishing and collecting the monthly or other periodical assessments, as well as any special or other assessments agreed upon by the Council of Co-Owners, or the Board of Administration pursuant to authority granted to it, and arranging for the management of the project by a management agent in the event the Council of Co-Owners shall elect not to manage the project themselves, which arrangement shall be under a written agreement setting forth all of the terms and conditions under which such management agent shall manage the project, including terms as to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Council of Co-Owners shall require approval of a majority of the owners.

2. Meetings of the Council of Co-Owners shall be held at the principal office of the project or at such other suitable place convenient to the owners as may be designated by the Board of Administration.

3. The first meeting of the Council of Co-Owners shall be held on October 29, 1982. Thereafter meetings shall be held annually, with such meetings being held on the 15 of November of each succeeding year. At the first meeting, and at the first of such meetings held each and every succeeding year, there shall be elected, by ballot of the owners, a Board of Administration in accordance with the provisions of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Council of Co-Owners as may properly be brought before them.

4. It shall be the duty of the President to call a special meeting of the Council of Co-Owners as directed by resolution of the Board of Administration, or upon a petition signed by a majority of the owners having been presented to

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the Secretary. The notice of any special meeting shall be mailed to each owner as hereinafter provided, and shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting which is not stated in the notice unless all of the owners present, either in person or by proxy, approve of the transaction of such business.

5. It shall be the duty of the Secretary to mail a notice of each regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 10 days but not more than 30 days prior to such meeting. Such notice shall be mailed to each of such owners at his last known address. The mailing of a notice in this manner shall be considered notice served.

6. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called, however, the place of such meeting must remain as stated in the notice.

7. The order of business at all meetings of the owners shall be as follows:

(a) Roll Call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of last meeting, and approval or disapproval of same.
(d) Reports of Officers.
(e) Reports of Committees, if applicable.
(f) Election of member or members of Board of Administration, if applicable.
(g) Unfinished Business.
(h) New Business.

ARTICLE IV

BOARD OF ADMINISTRATION

1. The affairs of the Council of Owners shall be governed by a Board of Administration (sometimes herein referred to as the Board) composed of five persons, all of whom must be owners, officers and/or employees of a corporate owner or partners or employees of a partnership which is an owner of units in the Condominium.

2. The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and may do all such acts and things as are not by law or these By-Laws directed to be done and/or exercised by the owners.

3. In addition to duties imposed by these By-Laws or by resolution of the Council of Co-Owners, the Board of Administration shall be responsible for the following:

(a) Care, upkeep, maintenance, repair and surveillance of the Condominium and the common elements and facilities and the limited common elements and facilities.

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(b) Assessing and collecting the monthly assessments from the owners and any special assessments authorized by the Council of Co-Owners. The Board of Administration may not increase the monthly assessment more than ten percent (10%) annually without the approval of a majority of the Council of Co-Owners.

(c) Keeping a book with a detailed account of the receipts and expenditures affecting the project and its administration, specifying the maintenance and repair expenses on the common elements and any other expenses incurred by or in behalf of the project. Both the book and the vouchers accrediting the entries made thereon shall be available for examination by all of the Co-Owners and holders of first mortgages on any apartment space at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by a Certified Public Accountant outside of the organization. All owners of an apartment unit and any holder, insurer or guarantor of a first mortgage shall be entitled, upon written request, to a copy of such audited financial statement free of charge, which shall be forwarded by the Board of Administration to said party within a reasonable time following receipt of such request.

(d) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium, the common elements and facilities and the limited common elements and facilities.

(e) Assignment and control of all parking spaces which are not designated as limited common elements by the Enabling Declaration or any amendment thereof.

(f) Without limiting the rights of any owner, action may be brought by the Board of Administration, or such other person designated by the By-laws of the Council of Co-Owners, on behalf of two (2) or more of the apartment owners, as their respective interests may appear, with respect to any cause of action relating to the common elements of more than one (1) apartment and/or to enforce any of the provisions, covenants, restrictions, conditions or obligations set out in said Act, Enabling Declaration or these By-Laws and/or to recover any sums or damages due.

4. The Board of Administration may employ for the Council of Co-Owners a management agent, at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article.

5. At the first meeting of the Council of Co-Owners, the term of office of three members of the Board of Administration shall be fixed for 2 years. The term of office of two members shall be fixed at 1 year. At the expiration of the initial term of office of each respective member of the Board, his successor shall be elected to serve a term of 2 years. The members of the

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Board shall hold office until their successors have been elected and hold their first meeting.

6. Vacancies in the Board of Administration caused by any reason other than the removal of a member by a vote of the Council of Co-Owners shall be filled by vote of the majority of the remaining members of the Board of Administration, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board of Administration until a successor is elected at the next meeting, whether annual or special, of the Council of Co-Owners.

7. At any regular or special meeting duly called, any one or more of the members of the Board of Administration may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board of Administration, whose removal has been proposed by the owners, shall be given an opportunity to be heard at the meeting.

8. The first meeting of the Board of Administration following the election of any new members thereto shall be held within 10 days of election at such place as shall be fixed by the members of said Board at the meeting at which said new members were elected, and no notice shall be necessary to the newly elected members in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

9. Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time, by a majority of its members, but at least two (2) such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each member, personally, or by mail, telephone, or telegraph, at least 5 days prior to the day named for such meeting.

10. Special meetings of the Board of Administration may be called by the President on 3 days notice to each member, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner, and on like notice on the written request of at least two (2) members of the Board of Administration.

11. Before, or at any meeting of the Board of Administration, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of said Board at any meeting of said Board shall be a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of said Board, no notice shall be required and any business may be transacted at such meeting.

12. At all meetings of the Board of Administration, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board of Administration. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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13. The Board of Administration may require that all officers and employees of the Council of Co-Owners handling or responsible for funds belonging to the Council of Co-Owners shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council of Co-Owners.

14. At a regular or special meeting of the Council of Co-Owners the Board of Administration may be authorized to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the project.

ARTICLE V

OFFICERS

1. The principal officers of the Council of Co-Owners shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Administration. The Board may appoint an Assistant Secretary, and such other officers as in their judgment may be necessary.

2. The officers of the Council of Co-Owners shall be elected annually by the Board of Administration at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

3. Upon an affirmative vote of a majority of the members of the Board of Administration, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

4. The President shall be the chief executive officer of the Council of Co-Owners. He shall preside at all meetings of the Council and of the Board of Administration. He shall have all of the general powers and duties, which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from the owners from time to time as he may decide is appropriate to assist in the conduct of the affairs of the Council of Co-Owners.

5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Administration shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administration.

6. The Secretary shall keep the minutes of all meetings of the Council of Co-Owners and of the Board of Administration. He shall have charge of such books and papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of Secretary.

7. The Treasurer shall have responsibility for the funds and securities belonging to the Council of Co-Owners, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council of Co-Owners. He shall be responsible

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for the deposit of all monies and other valuable effects in the name, and to the credit of the Council of Co-Owners in such depositories as may from time to time be designated by the Board of Administration.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

1. All owners of units in the condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners, or by the Board of Administration when authorized to do so by these By-Laws or by resolution of the Council of Co-Owners, their pro-rata part, in the same percentages established for undivided ownership of the general common elements by Paragraph 13 of the Enabling Declaration of the expenses of administration, upkeep, maintenance and repair of the general common elements of the Condominium, and in the proper case, of the limited common elements as any and all such common elements are described and defined in said Declaration, and toward any other expense lawfully agreed upon by the Council of Co-Owners, each of which assessments shall become due and payable within 31 days from the date each such assessment is made, unless otherwise specified in the Assessment. All such assessments shall pro-rata become liens against the respective units of the project at the time each such assessment becomes due and payable, subordinate, however, to certain other liens as stated in the Enabling Declaration. These assessments may include, but not limited to amounts necessary to pay premiums for a liability insurance policy, non-ownership vehicle liability, and an insurance policy to cover repair and reconstruction in case the improvements are damaged or destroyed by fire, earthquake, hurricane or other hazard, and bonds, and other insurance the Board of Administration may obtain. However, nothing included herein shall prejudice the right of each Co-Owner to insure his unit on his own account and for his own benefit.

2. Every owner must promptly perform all maintenance and repair work within his own unit, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

3. All the repairs of internal installations such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the individual unit area shall be at the owner's expense.

4. An owner shall reimburse the Council of Co-Owners for any expenditures incurred in repairing or replacing any common elements and facilities damaged through his negligence.

5. All apartment units shall be used and occupied for residential purposes only, except that Grantor may use apartment units and the recreation building as sales offices as provided in the Enabling Declaration.

6. An owner shall not make structural modifications or alterations in his unit or installations located therein

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without previously notifying the Council of Co-Owners in writing, through the Management Agent, if any, or through the President of the Board of Administration, if no Management Agent is employed. The Council of Co-Owners through said agent or President of the Board shall have the obligation to answer within 30 days, and failure to do so within said time shall mean that there is no objection to the proposed modification or alteration. However, if such owner shall be notified of any reasonable objection thereto, then such owner shall not make such structural modifications or changes and provided further, that no owner shall install hardwood floors in any part of a unit located on the second floor of the building in which such unit is situated. Also, no owner shall install washing machines and/or dryers in any unit unless such owner shall first obtain the written consent of the Board of Administration, which consent may not be granted unless such owner shall pay all installation charges and all utility charges incurred in the operation thereof.

7. An owner shall not place or cause to be place in the lobbies, halls, vestibules, stairways, elevators, if any, or other areas of a similar nature, any furniture, packages or objects of any kind. These areas shall be used for no other purpose than for normal transit through them.

8. All drapes, drape linings or other window coverings visible from the exterior of any apartment shall be of a neutral, white or off-white color.

9. The Management Agent, if one is employed, or any other person authorized by the Board of Administration or the Council of Co-Owners may enter any apartment in case of serious emergency originating in or threatening such apartment, whether the owner is present at the time or not.

10. An owner shall permit other owners, the Board of Administration, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

11. The parking or storage of inoperative motor vehicles upon the property is prohibited.

12. No resident of the Condominium project shall post any advertisements, or posters of any kind in or on the buildings, except as authorized by the Board of Administration.

13. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping of small domestic animals as pets is permitted so long as in accordance with the ordinances of the City of Midland. The Board of Administration may, in its sole discretion, withdraw such approval in the event any such pet becomes a disturbance to other residents or in the event the owner keeping such pet fails to comply with any and all rules established by the Board of Administration regarding the keeping of pets.

14. It is prohibited to hang garments, rugs, or any other items from the windows or from any of the facades of the buildings.

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15. It is prohibited to dust rugs or any other items from the windows, or to clean rugs or any other items by beating on the exterior part of the buildings.

16. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

17. No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc. on the exterior of the buildings or that protrude through the walls or the roof of the buildings, except as authorized by the Board of Administration.

18. Each owner, and such owner's lessee, shall keep and perform all obligations imposed upon him under these By-Laws or by said Act and/or Enabling Declaration.

ARTICLE VII

INDEMNIFICATION OF OFFICERS, MEMBERS OF THE BOARD OF ADMINISTRATION AND MANAGING AGENT

1. Indemnification. The Council of Co-Owners shall indemnify every member of the Board of Administration, Officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, cost and expense, including attorney fees, reasonably incurred in connection with any action, suit or proceedings to which any of them may be a party for being or having been a member of the Board of Administration, Officer or Managing Agent of the Council of Co-Owners, except as to matters finally adjudged in such action, suit or proceeding to have constituted willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Council of Co-Owners is advised by counsel that the person to be indemnified has not been guilty of willful misconduct in the performance of his duty as such member of the Board of Administration, Officer or Managing Agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such member of the Board of Administration, Officer or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Council of Co-Owners by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Council of Co-Owners as Common Expenses; provided, however, that nothing herein contained shall obligate the Council of Co-Owners to indemnify any member who is or has been a member of the Board of Administration or Officer of the Council of Co-Owners with respect to any duties or obligations assumed or liabilities incurred by him as the Owner of an apartment unit.

2. Contracts. Contracts or other commitments made by the Board of Administration, Officers or the Managing Agent shall be made as agent for the Council of Co-Owners and the apartment owners; and members of the Board of Administration, Officers or Managing Agent shall have no personal responsibility thereon, except as apartment owners. The liability of any apartment owner on any such contract or commitment shall be limited to the proportionate share of the total liability thereof as the interest in the Common Elements of each owner bears to the aggregate interest in the Common Elements of all the Owners.

ARTICLE VIII

AMENDMENTS

1. These By-laws may be amended by the Council of Co-Owners in a duly constituted special meeting for such purpose or in any regular meeting. No amendment shall take effect unless approved by owners representing at least 51% of the total percentages of ownership established for undivided ownership in the general common elements by Paragraph 13 of the Enabling Declaration.

ARTICLE IX

MORTGAGEES

1. An owner who mortgages his unit, shall notify the Council of Co-Owners through the Management Agent, if any, or the President of the Board of Administration in the event there is no Management Agent, the name and address of his mortgagee; and the Council of Co-Owners shall maintain such information in a book kept for that specific purpose.

2. The Council of Co-Owners shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE X

COMPLIANCE

These By-laws are set forth to comply with the requirements of the Texas Condominium Act and the provisions of said Enabling Declaration. In case these By-Laws conflict with the provisions of said Act or said Enabling Declaration, it is hereby agreed and accepted that the provisions of the Act and said Enabling Declaration shall govern.

Dated and executed by the undersigned Owner this the 21st day of OCTOBER, 1982.

E. R. GREGG, III, TRUSTEE
OWNER

THE STATE OF TEXAS |
COUNTY OF Dallas |

This instrument was acknowledged before me on the 21st day of October, 1982 by E. R. GREGG, III, Trustee.

Debbie Downs
Notary Public in and for
the State of Texas
Debbie Downs

My Commission Expires:
10-1-84

STATE OF TEXAS COUNTY OF MIDLAND
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Midland County, Texas as stamped hereon by me.

OCT 23 1982
Rosenelle Cherry
COUNTY CLERK, Midland County, Texas

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Filed for Record on the 1 day of November A.D. 1982, at 4:05 o'clock P M.

Duly Recorded this the 2 day of November A.D. 1982, at 8:00 o'clock A M

INSTRUMENT NO. 21768

ROSENELLE CHERRY, COUNTY CLERK
MIDLAND COUNTY, TEXAS
By Laverne Reese Deputy

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