



Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

D225086673

05/14/2025 04:20 PM

Page: 1 of 42

Fees: \$184.00

CONDO

SUBMITTER: GOLDEN TRIANGLE OFFICE VILLAGE PHASE 4, LLC

**CONDOMINIUM DECLARATION FOR
GOLDEN TRIANGLE OFFICE VILLAGE PHASE 4**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

§

COUNTY OF TARRANT

§

THIS CONDOMINIUM DECLARATION FOR GOLDEN TRIANGLE OFFICE VILLAGE PHASE 4 (“Declaration”) is made on the 14 day of May, 2025 by Golden Triangle Office Village PHASE 4, LLC. (“Declarant”), with its office and principal place of business at 3406 N. Tarrant Parkway, Suite 210, Fort Worth, Texas 76177.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property, including the land; all improvements; and structures on the property; and all easements, rights, and appurtenances belonging to the property lying and being situated in Fort Worth, Tarrant County, Texas (the “Property”), more particularly described in Exhibit “A” which is attached hereto and made a part hereof for all purposes; and

WHEREAS, Declarant desires to establish a condominium regime under the Texas Uniform Condominium Act as set forth in Chapter 82 of the Texas Property Code (the “Act”); and

WHEREAS, Declarant has prepared plans for the construction of certain structures and other improvements appurtenant thereto on the Property, which, when completed, shall consist of eleven (11) separately designated office condominium units, subject to Declarant’s Rights in Article III of this Declaration, which will be known as the GOLDEN TRIANGLE OFFICE VILLAGE PHASE 4 (the “Project”, as further hereinafter defined); and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the Units (as hereinafter defined) and the co-ownership by the individual and separate Owners (as hereinafter defined) thereof, as tenants in common, of all the remaining property; and

WHEREAS, Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and all Owners; and

WHEREAS, the Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners, which organization shall be known as GTOV PHASE 4 ASSOCIATION, INC. or such other name as is selected by Declarant or its successors (the “Association”, as further hereinafter defined).

NOW, THEREFORE, Declarant does hereby submit the Property, to a condominium regime established by the provisions of the Act, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations,

all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project, shall be deemed to run with the land and shall be binding on all parties having or acquiring any right, title, or interest in any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

ARTICLE I DEFINITIONS

1. Definitions. As used in this Declaration, the following terms shall have the meanings set forth below unless the context shall expressly provide otherwise:

(a) “Allocated Interests” means the undivided interest in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit. Each Unit’s Allocated Interest is determined in the manner set forth in this Declaration and set forth on Exhibit “B”.

(b) “Assessment” means a share of the funds which are required for the payment of Common Expenses, which from time to time are assessed against the Unit Owners as either a Regular Assessment or a Special Assessment. An Assessment also includes dues, fees, charges, interest, late fees, fines, collection costs, attorney’s fees, and any other amount due to the Association by the Unit Owner or levied against the Unit by the Association, pursuant to the Governing Instruments.

(c) “Association” means GTOV PHASE 4 ASSOCIATION, INC. (or such other name as is selected by Declarant or its successor), the non-profit corporation incorporated or to be incorporated under the Texas Non-Profit Corporation Act and pursuant to Section 82.101 of the Act, for the management of the Project, the membership of which consists of all of the Owners in the Project. References in this Declaration to an act being undertaken by the Association means by act of the Board of Directors of the Association or its Officers.

(d) “Board” or “Board of Directors” means the board of directors designated to act on behalf of the Association.

(e) “Bylaws” means the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board.

(f) “Certificate of Formation” or “Certificate” means the Certificate of Formation of the Association that is or shall be filed in the Office of the Secretary of State of the State of Texas.

(g) “Common Elements” means all portions of the Project other than the Units and includes both General and Limited Common Elements.

(h) “Common Expense Liability” means the liability for Common Expenses allocated to each Unit Owner or his or her Unit.

- (i) “Common Expenses” means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
- (j) “Condominium” means the separate ownership of single units in a multiple-unit structure or structures with common elements.
- (k) “Declarant” means Golden Triangle Office Village Phase* 4, LLC or its successors or assigns.
- (l) “Declarant’s Control Period” has the meaning set forth in Section 4.6(c).
- (m) “Declaration” means this Condominium Declaration for GOLDEN TRIANGLE OFFICE VILLAGE PHASE 4, as from time to time amended.
- (n) “Development Rights” means the rights or combination of rights reserved by Declarant in Article III.
- (o) “General Common Elements” means Common Elements that are not Limited Common Elements.
- (p) “Governing Instruments” means this Declaration, the Certificate of Formation of the Association, the Bylaws of the Association, the Rules and Regulations for the Project, and meeting minutes and actions by the Board.
- (q) “Identifying Number” means a symbol or address that identifies only one Unit in the Project.
- (r) “Limited Common Element” means a portion of the Common Elements allocated by this Declaration or by operation of Section 82.052 of the Act for the exclusive use of one or more but less than all of the Unit Owners.
- (s) “Owner” or “Unit Owner” means Declarant or other Person who owns, of record, fee simple title to a Unit, but does not include a Person having an interest in a unit solely as security for an obligation.
- (t) “Person” means an individual, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.
- (u) “Plans” means the dimensional drawings attached hereto as Exhibit “D” and incorporated herein, which horizontally and vertically identify or describe Units and Common Elements.
- (v) “Plat” means the reduced copy of the survey attached hereto as Exhibit “C” and incorporated herein, which contains the information required by Section 82.059 of the Act. The large original Plat is contained in the Association’s records and is recorded in the Real Property Records of Tarrant County, Texas.

(w) “Professional Services” means services provided by a formally certified member of a professional body, i.e., accounting, legal, medical, etc.

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

(y) “Purchaser” means a Person, other than a Declarant, who by means of a voluntary transfer acquires a legal or equitable interest in a Unit other than a leasehold interest or as security for an obligation.

(z) “Regular Assessment” means the Assessment levied against Unit Owners pursuant to a budget adopted annually and includes dues, fees, charges, interest, late fees, fines, collection costs, attorney’s fees, and any other amount due to the Association by the Unit Owner or levied against the Unit by the Association pursuant to the Governing Instruments.

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

(bb) “Special Assessment” means any Assessment levied against Unit Owners other than a Regular Assessment and includes dues, fees, charges, interest, late fees, fines, collection costs, attorney’s fees, and any other amount due to the Association by the Unit Owner or levied against the Unit by the Association pursuant to the Governing Instruments.

(cc) “Special Declarant Rights” means those rights reserved for the benefit of a Declarant in Article III of this Declaration.

(dd) “Unit” means a physical portion of the Project designated for separate ownership or occupancy, the boundaries of which are designated by Section 2.7 and Exhibit “C” and Exhibit “D”.

ARTICLE II THE PROPERTY

1. Property Subject to Declaration. All real property described in Exhibit “A” to this Declaration, including the land; all improvements and structures on the Property; and all easements, rights, and appurtenances belonging to the Property shall be subject to this Declaration.

2. Exclusive Ownership and Possession. Each Owner shall be entitled to the exclusive ownership and possession of the Owner’s Unit. More than one Person may jointly or commonly own a Unit.

3. Allocated Interests.

(a) Each Owner's Allocated Interest or proportionate interest in the Common Elements, the Owner's portion of the votes in the Association, and the Owner's share of the Common Expenses of the Association are as set forth in Exhibit "B".

(b) The Allocated Interests were determined by measuring the square footage of each Unit, combining the total thereof, and dividing the square footage contained in each Unit by such total. The total percentage of the undivided interests of all of the Units equals one hundred percent (100%).

(c) If Units are added to the Project, the Allocated Interest of the added Unit(s) and any other unsold Units shall be determined by measuring the square footage of each unsold Unit, including the added Unit(s), combining the total thereof, dividing the square footage contained in each unsold Unit, including the added Unit(s), by such total, and multiplying the resulting quotient by the total Allocated Interest of all unsold Units. Such adjustment in the Allocated Interests will only affect those unsold Units owned by the Declarant and will not change or affect the percentage or fraction of ownership of any other Unit. This reservation shall not work to readjust or reallocate any Allocated Interests appurtenant to any sold Units.

(d) If Unit(s) are removed from the Project, the Allocated Interests of the removed Unit(s) shall be reallocated among the remaining Units as if the removed Unit(s) had been taken by condemnation.

(e) If a discrepancy exists between an Allocated Interest and the result derived from application of the formula set forth in this Section 2.3, the Allocated Interests set forth in Exhibit "B" prevail.

4. Common Elements. Each Owner shall be entitled to an undivided interest in the Common Elements, both General and Limited, in accordance with the Owner's Allocated Interest as set forth in Exhibit "B". Each Owner may use the General Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached upon. None of the land in the Project shall be separately owned, as all land in the Project shall constitute part of the Common Elements of the Project and shall be owned in common by the Unit Owners.

5. Limited Common Elements.

(a) The Limited Common Elements and the provisions of this Declaration relating to the right to use the Limited Common Elements may not be altered without the consent of each affected Unit Owner and the Unit Owner's first lien mortgagee.

(b) A Limited Common Element may be reallocated by an amendment to this Declaration, executed by the Unit Owners between or among whose Units the reallocation is made. The Persons executing the amendment shall deliver it to the Association, which shall record it at the expense of the reallocating Unit Owners.

(c) A Common Element not previously allocated as a Limited Common Element may not be allocated except by an amendment to this Declaration made in accordance with Section 82.058(c) of the Act.

(d) Limited Common Elements are reserved for the exclusive use of the Owners of the Units to which they are appurtenant.

6. Regulation of Common Areas. Rules governing the use of the Common Elements by Owners and by their guests and invitees shall be promulgated by the Declarant, or by the Board of Directors of the Association after the same has been elected. All Owners shall be furnished with a copy thereof at the direction of the Board. Each Owner shall be required to comply strictly with the Rules and shall be responsible to the Association for compliance therewith by the members of their respective families, relatives, guests, invitees, tenants, and contractors, both minor and adult.

7. Unit Boundaries.

(a) The boundaries of the Unit shall be and are the interior surfaces of the perimeter walls, floors, ceilings, and the exterior surfaces of balconies and patios. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint finished flooring, and other finish surface materials are a part of the Unit. An Owner shall not be deemed to own the utilities running through the Owner's Unit that are utilized by or serve more than one Unit, except as a tenant in common with the other Owners. Subject to the limitations and provisions of this Declaration, an Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding the Owner's Unit.

(b) The square footage, size, and dimensions of each Unit as set out and shown in this Declaration, the Plat, or the Plans are approximate and are shown for descriptive purposes only, and the Declarant does not warrant, represent, or guarantee that any Unit actually contains the area, square footage, or dimensions shown by the Plat or the Plans. A purchaser of a Unit shall have no claim or demand against the Declarant or any other person because of any difference, shortage, or discrepancy between the Unit as actually and physically existing and as is shown on the Plat or the Plans. The existing physical boundaries of a Unit or of any Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries, regardless of settling, rising, or lateral movement of the building and regardless of variance between the boundaries shown on the Plat or the Plans and those of the improvements.

8. Relocation of Boundaries. With the prior consent of the Board, such consent not to be unreasonably withheld, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on written application to the Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application must state the proposed reallocations and such reallocation is also subject to the Board's approval, such approval not to be unreasonably withheld. If the Board approves the application, the Association, at the expense of the applying Unit Owners, shall prepare an amendment that identifies the Units involved, states the reallocation, is executed by the applying Unit Owners, and contains words of conveyance between them. At the expense

of the applying Unit Owners, the Association shall prepare and record the amendment and Plats or Plans necessary to show the altered boundaries between adjoining Units, and the Units' dimensions and Identifying Numbers.

9. Subdivision of Units. A Unit may be subdivided into two or more Units. On written application of a Unit Owner to subdivide a Unit, and after payment by the Unit Owner of the cost of preparing and recording amendments to this Declaration and Plats, the Association shall prepare, execute, and record an amendment to this Declaration, including the Plats and Plans, subdividing the Unit. The amendment to this Declaration must be executed by the Owner of the Unit to be subdivided, assign an Identifying Number to each Unit created, and reallocate the Allocated Interests formerly allocated to the subdivided Unit to the new Units in any reasonable manner prescribed by the Owner of the subdivided Unit.
10. Adjacent Units. That part of the Common Elements separating and located between and exclusively serving two (2) or more adjacent Units used together (including, without limitation, portions of any hallway and any walls) may be altered with the prior written consent of the Board to afford ingress to and egress from such Units and to afford privacy to the occupants of such Units when using such Common Elements, and the part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association; provided:
- (a) The expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alterations;
 - (b) Such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together; and
 - (c) Such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent Units).

2.11 Separate Title and Taxation.

- (a) Each Unit, together with its interest in the Common Elements, constitutes for all purposes a separate parcel of real property.
- (b) The Association shall give written notice to the Tarrant County Appraisal District of the establishment of the Condominium with respect to the Project, as is provided by law.
- (c) Each Unit must be separately taxed and assessed, and no separate tax or assessment may be rendered against Common Elements for which Declarant has not reserved Development Rights. Any portion of the Common Elements for which Declarant has reserved and still possesses any Development Right must be separately taxed and assessed against Declarant, and Declarant alone is liable for payment of those taxes.

12. Description of Units. A description of a Unit is a sufficient legal description of the Unit and all rights, obligations, and interests appurtenant to the Unit that are created by this Declaration or Bylaws if the description contains:

- (a) The name of the Project;
- (b) The recording data for the Declaration, including any amendments, Plats, and Plans;
- (c) The county in which the Project is located; and
- (d) The Identifying Number of the Unit.

Every such description containing the foregoing shall be deemed good and sufficient for all purposes to convey, transfer, encumber, or otherwise affect the undivided interest in the Common Elements appurtenant to such Unit.

13. Disposition of a Unit.

- (a) Declarant may not convey an interest in a Unit until each holder of a mortgage on the Unit immediately before conveyance has executed a consent to this Declaration, and the consent has been recorded, or is recorded concurrently with the conveyance, as part of this Declaration or as an amendment to this Declaration.
- (b) The Common Elements are not subject to partition. Any purported encumbrance, lease, conveyance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Unit to which that interest is allocated is void.

14. Easements.

- (a) To the extent that a Unit or Common Element encroaches on another Unit or Common Element, a valid easement for the encroachment exists. The easement does not relieve a Unit Owner of liability in case of the Owner's willful misconduct.
- (b) Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration.
- (c) Declarant and the Association reserve the right, without the necessity or the joinder of any Owner or other person to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for utility purposes (including, without limitation, gas, water, electricity, telephone, data transmission, HVAC) in favor of any Owner or other person.
- (d) Declarant has an easement through the Common Elements as may be reasonably necessary for discharging Declarant's obligations or exercising Special Declarant Rights whether arising under the Act or reserved or granted by this Declaration.

ARTICLE III DECLARANT RIGHTS

1. Development Rights. Declarant reserves the following rights:

(a) Changes to Units.

(1) Declarant reserves the exclusive right but not the duty to amend the Plat and Plans to vary the size, shape, physical layout, or location of any unsold Unit or Units. If Declarant makes any significant variances in Unit sizes, Declarant shall have a right and a duty to correspondingly adjust the Allocated Interest of such Units remaining unsold.

(2) Declarant hereby reserves the right to convert by amendment a Unit into additional Units and/or Common Elements, so long as Declarant is the Owner of such converted Unit. Furthermore, in the event Declarant elects to convert a Unit into additional Units and/or Common Elements, Declarant may also amend the Declaration to designate portions of the converted Unit into Limited Common Elements assigned to each or either Unit which results from such conversion, so long as Declarant is the Owner of the converted Unit. No assurance is given as to the number of additional Units Declarant may elect to create from a conversion of such Units, the dispersion of the Units resulted from such conversion, or the size of such Units; provided, however, that the maximum number of Units Declarant may create under this Declaration in any event is twelve (12).

(3) Declarant also reserves the right to combine by amendment Units located in a building into a single Unit or into Units which differ from the configuration of the combined Units, so long as Declarant is the Owner of all the combined Units. In the event Declarant elects to combine Units located in a building into a single Unit or into Units which differ from the configuration of the combined Units, Declarant may also amend the Declaration to designate portions of the combined Units into Limited Common Elements assigned to the Unit(s) which result from such combination, so long as Declarant is the Owner of the all of the combined Units. No assurance is given as to the number of Units or configuration Declarant may elect to create from a combination of Units, the dispersion of the Units resulted from such combination, or the size of such Units.

(b) Completion of Construction. Declarant reserves the right to do what is reasonably necessary or advisable in connection with the completion of any work in the Project; and the right to construct and maintain the Common Elements and Units owned or controlled by Declarant, its successors or assigns, or its or their contractors or subcontractors, as may be reasonably necessary for the conduct of its or their business of completing any work and developing, selling, leasing, or managing of the Units in the Project.

(c) Construction Maintenance. Declarant reserves the right to do what is reasonably necessary or advisable in connection with Easements or Encumbrances—particularly due to engineering concerns in the Common Elements of the Project—to maintain the overall integrity and function of the property. Declarant reserves this right for a period of ten (10) years after the Termination of Declarant Rights as outlined in this Article, Section 3.5.

(d) Parking. Declarant reserves the right to designate and assign portions of the Common Elements as parking for the exclusive use of any Owner of a Unit. Any parking spaces not specifically designated by the Declarant for the exclusive use of an Owner of a Unit will be under the exclusive control and administration of the Association at such time as the Declarant no longer owns any Unit. The Board may thereafter assign parking spaces to any Owner or may use such parking spaces in a manner determined by the Board. Any designation and assignment of General Common Elements as parking will be memorialized by a written "Assignment of Parking" executed by an authorized representative of the Declarant (or Board if Declarant no longer owns any Units) which shall identify the parking space(s) and the Unit assigned thereto. The Assignment shall be made a part of the corporate records of the Association and may not be terminated or modified without the consent of the Declarant (or a majority of the Board if Declarant no longer owns any Units) and the Owner of the Unit to which such Common Element parking was assigned.

(e) Monument Sign. Declarant reserves the right to designate the placement of a Monument Sign on the Project identifying the Project and/or each Owner of a Unit. Declarant reserves the right to assign specific placement and size of name blocks or markers on the Monument Sign identifying each Owner of a Unit.

2. Exercise of Development Rights.

(a) To exercise a Development Right, the Declarant must prepare, execute, and record an amendment to this Declaration and either record new Plats and/or Plans for the Property or record new certifications of Plats and/or Plans previously recorded if those Plats and/or Plans otherwise conform to the requirement of the Act. The Declarant is the Unit Owner of any Units created pursuant to Declarant's exercise of such Development Rights. The amendment to this Declaration must assign an Identifying Number to each new Unit created and, except for subdivision or conversion of Units described by Section 3.2(b), reallocate the Allocated Interest in accordance with Section 2.3(c). The amendment must describe any Limited Common Elements created, designating the Unit(s) to which each is allocated.

(b) Whenever Declarant exercises a Development Right to subdivide or convert a previously created Unit into additional Units, Common Elements, or both:

(1) If Declarant converts the Unit entirely to Common Elements, the amendment to this Declaration must reallocate all the Allocated Interests of the converted Unit among the other Units as if the Unit had been taken by condemnation; and

(2) If Declarant subdivides the Unit into two or more Units, whether or not any part of the Unit is converted into Common Elements, the amendment to this Declaration must reallocate all the Allocated Interest of the subdivided Unit among the Units created by the subdivision in any reasonable manner prescribed by Declarant.

3. Special Declarant Rights.

(a) Declarant reserves the right to:

- (1) Construct, maintain, modify, and repair the improvements indicated on the Plats and Plans;
 - (2) Exercise any Development Right herein reserved by Declarant;
 - (3) Maintain sales, leasing, or management offices and models in Units or on Common Elements in the Project;
 - (4) Maintain signs on the Common Elements that advertise one or more Units for sale or lease;
 - (5) Use easements through the Common Elements for the purpose of finishing, maintaining, or making improvements within the Project and for the purpose of repairing and/or replacing defects in any Common Element, Unit or any improvement; and
 - (6) Appoint or remove any officer or board member of the Association during Declarant's Control Period.
- (b) Special Declarant rights may be transferred in accordance with the Act.

4. Right of Amendment. Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves and shall have the right to amend the Declaration or the Bylaws for the purpose of correcting technical errors or omissions or typographical errors; for clarification; to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination, or to satisfy any requirement of an institutional or governmental lender, Purchaser or guarantor of mortgage loans, without the consent of the other Owners or any mortgagee.

5. Termination of Rights. Except as otherwise provided in this Declaration or as required by the Act, Declarant's rights set forth in this Article III shall terminate when Declarant has conveyed all Units that may be created hereunder to Unit Owners other than Declarant.

6. No Obligation. Nothing contained herein or otherwise contained in the Governing Instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct, or provide any improvements except to the extent required by the Act.

ARTICLE IV UNIT OWNERS' ASSOCIATION

1. Authority to Manage; Association Duty to Maintain. Except as otherwise provided in this Declaration, the affairs of the Project shall be managed and administered by the Association. The Association shall have all rights, powers and duties of, and shall constitute and be, the "**Association**," as that term is used in the Act. The business and affairs of the Association shall be managed by the Board.

2. Membership. Any Person, on becoming an Owner of a Unit, shall automatically become a member of the Association. An Owner's membership shall terminate without any formal action

by the Association when the Owner ceases to own a Unit, but such termination shall not (i) relieve or release the former Owner from any liability or obligation incurred in connection with the Association during the period of his or her membership in the Association, or (ii) impair any rights or remedies which the Association or others may have against such former Owner arising out of, or in any way connected with, his or her ownership and/or membership or the covenants and obligations incident thereto.

3. Voting Rights.

(a) An Owner's vote in the Association shall be equal to his or her Allocated Interest as set forth in Exhibit "B". If any reallocation of the Owners' Allocated Interests is performed pursuant to this Declaration, the Owners' voting rights are correspondingly reallocated.

(b) Voting shall not be split among more than one (1) Unit Owner. If a Condominium Unit is owned by more than one person, the Owners who own fractional interests in such Condominium Unit aggregating more than 50% of the whole ownership thereof shall appoint one member who shall be entitled to exercise the votes pertaining to that Unit at any meeting of the Association. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board of Directors or upon the death or judicially declared incompetence of any one of the Owners of such Unit.

(c) If a Unit is owned by more than one member claiming to be entitled to exercise the voting right attributable to that Unit, then none of such members shall be allowed to exercise the voting rights attributable to such Unit unless such members concur upon the manner in which such votes will be cast. Failure of such Owners to concur shall result in that Unit being excluded in all respects in determining whether a requisite number of votes has been cast with respect to the matter upon which such vote is being taken.

(d) All Owners may be present at any meeting of the Owners and may act at such meetings in person or by proxy (whether physically present or not). If at any time the Association shall hold legal title to one or more Units, the voting rights to which the Owner thereof otherwise would be entitled shall be exercised as directed by a majority of the voting power allocated to the Owners present in person or by proxy.

4. Meetings. Except as otherwise required by this Declaration or applicable law, meetings of the Owners and the Board shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws.

5. Powers of Association.

(a) Without limiting the authority of the Association under the Articles of Incorporation, the Bylaws, or applicable law, the Association, acting through its Board, may:

(1) Adopt and amend bylaws;

- (2) Adopt and amend budgets for revenues, expenditures, and reserves and collect Assessments for Common Expenses from Unit Owners;
- (3) Hire and terminate managing agents and other employees, agents, and independent contractors;
- (4) Institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Project;
- (5) Make contracts, incur liabilities, borrow money, and provide security interests in the Association's property relating to the operation of the Project;
- (6) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Project;
- (7) Adopt and amend Rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of Units and Common Elements, to the extent the regulated actions affect Common Elements or other Units;
- (8) Cause additional improvements to be made as a part of the Common Elements;
- (9) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, except Common Elements of the Project;
- (10) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (11) Impose and receive payments, fees, or charges for the use, rental, or operation of the Common Elements and for services provided to Unit Owners;
- (12) Impose interest and late charges for late payments of Assessments, returned check charges, and, if notice and an opportunity to be heard are given, reasonable compensation for any damages caused by an Owner or reasonable fines for violations of the Declaration, Bylaws, and/or Rules of the Association;
- (13) Adopt and amend rules regulating the collection of delinquent Assessments and the application of payments;
- (14) Adopt and amend rules regulating the termination of utility service to a Unit, the Owner of which is delinquent in the payment of an Assessment that is used, in whole or in part, to pay the cost of that utility;
- (15) Impose reasonable charges for preparing, recording, or copying the Declaration amendments, resale certificates, or statements of unpaid Assessments;

- (16) Enter a Unit for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the Common Elements, another Unit, or the occupants;
- (17) Suspend the voting privileges of or the use of certain General Common Elements by an Owner delinquent for more than thirty (30) days in the payment of Assessments;
- (18) Purchase insurance and fidelity bonds it considers appropriate or necessary;
- (19) Require that a particular lease form be used in leasing a Unit;
- (20) Exercise any other powers conferred herein, in the Bylaws, in the Act, or under the Texas Non-Profit Corporation Act; and
- (21) Exercise any other powers necessary and proper for the government and operation of the Association.

(b) Before the Association may levy a fine for violation of the Declaration, Bylaws, or Rules or charge a Unit Owner for property damage for which the Unit Owner is liable, the Association shall give to the Unit Owner a written notice that:

- (1) Describes the violation or property damage and states the amount of the proposed fine or damage charge;
- (2) States that not later than the thirtieth (30th) day after the date of the notice, the Unit Owner may request a hearing before the Board to contest the fine or damage charge; and
- (3) Allows the Unit Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Unit Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

(c) The Association may give a copy of the notice required by Section 4.5(b) to an occupant of the Unit. The Association must give notice of a levied fine or damage charge to the Unit Owner not later than the thirtieth (30th) day after the date of levy of the fine or damage charge. Notice to or from one of multiple Owners or tenants of a Unit shall be deemed as notice to or from all Owners or tenants of that Unit.

6. Board Members and Officers.

(a) Composition of Board. The Board shall consist of at least three (3) persons. The initial Board shall be set forth in the Articles of Incorporation for the Association. The Board of Directors may, by majority vote of the directors, increase the Board to five (5) directors. Except as otherwise provided in this Section, the initial Board of Directors as set forth in the Articles of Incorporation shall serve for the terms as set out in said Articles of Incorporation. Upon the expiration of a director's term, a successor shall be elected at the annual meeting of the Association. Each Owner shall be entitled to cast his total number of votes, as calculated in the manner provided in Section 4.3 of this Declaration. No Owner shall cast for any one candidate more than the total number of

votes that Owner has. The candidates receiving the highest number of votes up to the number of vacancies shall be deemed elected. All votes shall be cast by written ballot. Owners shall not vote cumulatively for the election of directors.

(b) Length of Term. The members of the Board shall serve for a term of two (2) years commencing at the time of their election, or until their death, resignation, removal, or until they are no longer Owners, whichever is earlier. Except for directors appointed by Declarant pursuant to the rights of Declarant during the Declarant Control Period, any member of the Board may be removed from membership on the Board, with or without cause, by a majority of the voting power allocated to the Owners present in person or by proxy at a meeting duly called with a quorum present.

(c) Declarant Control Period. Notwithstanding anything to the contrary in this Section, Declarant shall have the power to appoint and remove officers and members of the Board until one hundred twenty (120) days after Declarant has conveyed seventy five percent (75%) of the Units in the Project to Owners other than Declarant ("Declarant's Control Period"); provided, however, that, not later than the one hundred twentieth (120th) day after Declarant's conveyance of fifty percent (50%) of the Units to Owners other than Declarant, not less than one-third (1/3) of the Board members must be elected by Owners other than Declarant. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of Declarant's Control Period, but in that event Declarant may require, for the duration of the period that would otherwise be the Declarant Control Period, that specified actions of the Association or Board be approved by Declarant before they become effective.

(d) Not later than the termination of Declarant's Control Period, the Unit Owners shall elect a Board of at least three members who shall be Unit Owners. The Board shall elect the officers before the thirty-first (31st) day after the date the Declarant's Control Period terminates. The persons elected shall take office on election.

(e) Voting by Board Members. The presence of a majority of directors at a meeting of the Board shall constitute a quorum for the transaction of business. The action of a majority of the directors present at a meeting at which there is a quorum shall be the act of the Board. A meeting of the Board shall be held each year promptly after the annual meeting of the Owners, at the place of such annual meeting of the Owners. At such annual meeting, the Board of Directors shall elect one of their number to act as President and proceed to the election of the other officers of the Association. No notice or waiver of notice of any such annual meeting shall be required or necessary if it is held immediately after either the annual meeting or the adjourned annual meeting of the Owners, and any and all business of any nature or character may be transacted at such meeting. Regular meetings of the Board of Directors shall be held at such time and place as shall be designated, from time to time, by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

(f) Except as otherwise provided herein, in the Bylaws, or in the Act, the Board shall act in all instances on behalf of the Association and do so in good-faith and with reasonable judgment. Each officer or member of the Board is liable as a fiduciary of the Unit Owners for the officer's or

member's acts or omissions. All acts of the Association must be by and through the Board unless otherwise provided in the Governing Instruments or by applicable law.

(g) The Board may not act on behalf of the Association to amend the Declaration except as permitted by the Act, to terminate the Project, to elect members of the Board, or to determine the qualifications, powers and duties, or terms of office of Board members. The Board may fill a vacancy in its membership for the unexpired portion of a term.

(h) An officer or director of the Association is not liable to the Association or any Unit Owner for monetary damages for an act or omission occurring in the person's capacity as an officer or director unless:

- (1) The officer or director breached a fiduciary duty to the Association or a Unit Owner;
- (2) The officer or director received an improper benefit; or
- (3) The act or omission was in bad faith, involved intentional misconduct, or was one for which liability is expressly provided by applicable law.

(i) Subsection (h) of this Section 4.6 does not diminish the limitation of liability or related rights provided an officer or director of the Association by the Bylaws, Articles of Incorporation of the Association, or applicable law.

7. Bylaws.

(a) The administration and operation of the Association is governed by the Bylaws, which must provide for:

- (1) The titles of the officers of the Association;
- (2) Election by the Board of a president, treasurer, secretary, and any other officers the Bylaws specify;
- (3) The qualifications, powers and duties, and terms of office of officers; the manner of electing and of removing officers; and the manner of filling vacancies;
- (4) The powers, if any, that the Board or an officer may delegate to other Persons or to a managing agent;
- (5) The designation of officers who are authorized to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association;
- (6) The method of amending the Bylaws; and
- (7) The manner of notice of meetings of the Association.

(b) Except as provided herein, the Bylaws may provide for other matters the Association considers desirable, necessary, or appropriate.

8. Indemnification.

(a) When Indemnification is Required, Permitted, and Prohibited. Subject to the other provisions of this Section 4.8, the Association will indemnify a Board member, officer, Owner, committee member, employee, or agent of the Association who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Association. For the purposes of this Section, an agent includes one who is or was serving at the Association's request as a director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. The Association will indemnify a Person only if he or she acted in good faith and reasonably believed that his or her conduct was in the Association's best interest. In case of a criminal proceeding, the Person may be indemnified only if he or she has no reasonable cause to believe that the conduct was unlawful. The Association will not indemnify a Person who is found liable to the Association or is found liable to another on the basis of improperly receiving a personal benefit from the Association. A Person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the Person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted. Termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Association. The Association will also pay or reimburse the expenses incurred by a director, officer, Owner, committee member, employee, or agent of the Association in connection with that person's appearance as a witness or other participation in a proceeding, even though that person is not a named defendant or respondent in the proceeding. In addition to the situations otherwise described in this Section, the Association may indemnify a director, officer, Owner, committee member, employee, or agent of the Association to the extent permitted by law. However, the Association will not indemnify any Person in any situation in which indemnification is prohibited by the foregoing provisions of this Section.

(b) Advance Expenses. The Association may advance expenses incurred or to be incurred in the defense of a proceeding to a Person who might eventually be entitled to indemnification, even though there has been no final disposition of the proceeding. The Association may advance expenses only after it receives a written affirmation and undertaking from the Person to receive the advance. The Person's written affirmation will state that he or she has met the standard of conduct necessary for indemnification under this Declaration. The written undertaking will provide for repayment of the amounts advanced by the Association if it is ultimately determined that the Person has not met the requirements for indemnification. The undertaking will be an unlimited general obligation of the Person, but it need not be secured and may be accepted without reference to financial ability to repay. Any indemnification or advance of expenses will be reported in writing to the Owners. The report will be made with or before the notice or waiver of notice of the next meeting of the Association, or with or before the next submission to Owners of a consent to action without a meeting. In any case, the report will be sent within the 12-month period immediately following the date of the indemnification or advance. Furthermore, the Association will never advance expenses to a person before final disposition of a proceeding if the Person is a

named defendant or respondent in a proceeding brought by the Association or one or more Owners or if the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct. The Association will advance expenses before final disposition of a proceeding only after it determines that the facts then known would not preclude indemnification. The determination that the facts then known to those making the determination would preclude indemnification and authorization of payment will be made in the same manner as a determination that indemnification is permissible under Section 4.8(d), below.

(c) Extent and Nature of Indemnity. The indemnity permitted under this Declaration includes indemnity against judgments, penalties, (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the Person in connection with the proceeding.

(d) Procedures Relating to Indemnification Payments. Before the Association may pay any indemnification expenses (including attorney's fees), the Association must specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable. The Association may make these determinations and decisions by any one of the following procedures: (i) majority vote of a quorum consisting of directors, who, at the time of the vote, are not named defendants or respondents in the proceeding; (ii) if such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all directors, consisting solely of one or more directors who at the time of the vote are not named defendants or respondents in the proceeding; (iii) determination by special legal counsel selected by the Board by the same vote as provided in (i) or (ii), above, or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or (iv) majority vote of Owners, excluding directors or other Owners who are named defendants or respondents in the proceeding. The Association will authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If special legal counsel determines that indemnification is permissible, authorization of indemnification and determination of reasonableness of expenses will be made as specified by (iii), above, governing selection of special legal counsel. A provision contained in the Articles of Incorporation, the Bylaws or a resolution of the Owners or the Board that requires the indemnification permitted by this Section constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(e) Limitations. Notwithstanding anything to the contrary in this Section, no person shall be entitled to indemnification pursuant to this Section in relation to any matter in which indemnification is not permitted by law.

ARTICLE V ASSESSMENTS

1. Regular Assessments.

(a) On or before the thirtieth (30th) day following the closing of the sale of the first Unit to an Owner other than Declarant, and thereafter, within sixty (60) days prior to the beginning of each calendar year, the Board shall adopt a budget ("Budget") which shall estimate the expenses and

liabilities to be incurred during that year, including a reasonable provision or adjustment for reserves, contingencies and replacements. Once the Budget is adopted by the Board, the Board shall assess and impose upon each Owner a Regular Assessment based upon such Budget. The Regular Assessment shall be assessed against each Owner based upon each Owner's Allocated Interest. On the date that a Unit is initially purchased from Declarant, the first Owner of such Unit shall pay one (1) month's Regular Assessment to the Association. Unless otherwise specified by the Board, Regular Assessments shall be due monthly in advance on or before the first day of each calendar month. If any Regular Assessment or part thereof is not paid within ten (10) days of its due date, the unpaid amount of such Regular Assessment shall bear interest from and after such date until it is paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum; or (ii) the maximum lawful rate. Regular Assessments shall be prorated if the ownership of a Unit changes during the time period covered by the Regular Assessment.

(b) Until the Association makes a Regular Assessment, Declarant shall pay all of the expenses of the Project as the expenses accrue. After the initial Regular Assessment by the Association, Regular Assessments must be made at least annually and must be based on the Budget adopted at least annually by the Association. The Association cannot utilize any of its reserves, including the Unit Owners' working capital contributions, to pay operational expenses until the expiration or termination of Declarant's Control Period.

(c) From the date of the initial Regular Assessment until the expiration or termination of Declarant's Control Period, or three (3) years from a Declarant's first conveyance of a Unit, whichever is earlier, Declarant shall periodically pay to the Association:

(1) An amount equal to all operational expenses of the Association, less the operational expense portion of the Assessments paid by Unit Owners other than Declarant; or

(2) The Common Expense Liability allocated to each Unit owned by Declarant.

(d) Common Expenses shall be assessed against all Units conveyed, rented, or used by Declarant and against all Units owned by Declarant after the expiration or termination of Declarant's Control Period or three (3) years from Declarant's first conveyance of a Unit, whichever is earlier, in accordance with the Common Expense Liability allocated to each Unit owned by Declarant.

(e) Except as otherwise provided herein or provided by Section 82.107 of the Act, a Common Expense for the maintenance, repair, or replacement of a Limited Common Element shall be assessed against all the Units as if it were for a General Common Element.

(f) If Common Expense Liabilities are reallocated, Common Expense Assessments and an Assessment installment not yet due shall be recomputed in accordance with the reallocated Common Expense Liabilities.

(g) This Section does not prevent Declarant from collecting from a Purchaser at closing the prorated amount of any expenses, such as insurance or taxes, that Declarant has prepaid to the Association or directly to others on behalf of the Unit that is being purchased.

2. Limitations on Assessments. The Board's Regular Assessment shall not exceed one hundred twenty percent (120%) of the Regular Assessment of the preceding year. If the Board determines at any time during the calendar year that a greater increase of the Regular Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, the Board may call a special meeting of the Owners. By the assent of Owners holding two-thirds (2/3) of the voting power represented at such meeting at which a quorum is present, the Regular Assessment may be set at whatever level such Owners approve. The new Regular Assessment shall become the basis for future annual increases using the one hundred twenty percent (120%) formula outlined above. The Board of Directors shall have authority to lower the Regular Assessment if it deems it feasible. The omission or failure of the Board to fix the Regular Assessment for any time period shall not be deemed a waiver, modification, or release of the Owners from the obligation to pay.

3. Reserve Fund. The Association may establish adequate reserves and contingency funds and may fund the same by Regular Assessments rather than by Special Assessments, as set forth below. In addition, the Association may establish a working capital fund for the initial operation of the Project which shall be collected at the closing of the sale of each Unit.

4. Transfer Fund. The Association shall collect the equivalent of one month's Regular Assessments at closing for deposit into the Reserve Fund. Additionally, the Association shall collect an additional one month's Regular Assessments at closing to serve as payment for the initial month's assessment's due by the Unit.

5. Special Assessment. If the Board determines that the amount to be collected from Regular Assessments will be inadequate to defray the Common Expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a Special Assessment against the Unit Owners for the additional amount determined by the Board. Such Special Assessments shall be levied and collected in the same manner as Regular Assessments.

6. Association's Lien for Assessments.

(a) An Assessment levied by the Association against a Unit or Unit Owner is a personal obligation of the Unit Owner and is secured by a continuing lien on the Unit and on rents and insurance proceeds received by the Unit Owner with respect to the Owner's Unit.

(b) The Association's lien for Assessments has priority over any other lien except:

(1) A lien for real property taxes and other governmental assessments or charges against the Unit, unless otherwise provided by Section 32.05 of the Texas Tax Code;

(2) A lien or encumbrance recorded before this Declaration is recorded; and

(3) A first vendor's lien or first deed of trust lien recorded before the date on which the Assessment sought to be enforced becomes delinquent under the Declaration, the Bylaws, or the Rules.

(c) The Association's lien for Assessments is created by recordation of the Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. To evidence such lien, the Association may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by an officer or director of the Association and may be recorded in the Office of the County Clerk of Tarrant County, Texas.

(d) By acquiring a Unit, a Unit Owner grants to the Association a power of sale in connection with the Association's lien. By written resolution, the Board may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to Section 51.002 of the Texas Property Code.

(e) The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale, except that the Association may not foreclose a lien for Assessments consisting solely of fines. Costs of foreclosure may be added to the amount owed by the Unit Owner to the Association. A Unit Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt.

(f) The Association may bid for and purchase the Unit at foreclosure sale as a Common Expense. The Association may own, lease, encumber, exchange, sell, or convey a Unit.

(g) If a Unit Owner defaults in the Owner's monetary obligations to the Association, the Association may notify other lien holders of the default and the Association's intent to foreclose its lien. The Association shall notify any holder of a recorded lien or duly perfected mechanic's lien against a Unit who has given the Association a written request for notification of the Unit Owner's monetary default or the Association's intent to foreclose its lien.

(h) This Section does not prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

(i) At any time before a nonjudicial foreclosure sale, a Unit Owner may avoid foreclosure by paying all amounts due the Association.

7. Liability for Assessments Following Change of Ownership. An Owner may not sell or convey its Unit without all Assessments and other monies due and owing to the Association being paid in full; and if such Owner does sell, convey, or transfer its Unit without paying such Assessments and other monies, such selling Owner shall remain liable for all Assessments and other charges accruing to the Association thereafter on such Unit until such Assessments and other charges are paid in full. If an Owner sells or transfers Ownership of its Unit and fails to notify the Association of the sale, the selling Owner shall continue to be liable for the Assessments accruing on the Unit after the sale or transfer until such time as the selling or transferring Owner notifies

the Association in writing of the name and address of the new Owner. The new Owner shall also be liable from the date of such new Owner's acquisition of title. The selling or transferring Owner shall have a right of indemnity against the new Owner for recovery of any such sums paid by the selling or transferring Owner under this Section.

8. Nonassessment Items First. All monies received from an Owner may be applied first to nonassessment obligations of the Owner, such as fines, late charges, returned check charges, user fees, damages, etc., regardless of notations on checks and transmittal letters.

9. Publication of Delinquencies. The Board may disclose and publish to Association members and mortgagees the financial condition of the Association, including a list of names and amounts of any delinquencies. The Board may notify mortgage lenders and tenants of delinquent Assessments and other monies owed by such Owners to the Association. Mortgage lenders may notify the Board of any delinquencies in the payment of mortgages.

10. Late Fees. Delinquent assessment payments are subject to being assessed late fees on the following schedule:

- (a) Grace period of up to seven (7) days past the assessment due date;
- (b) A \$25.00 late fee on assessment payments made seven (7) to fifteen (15) days past the assessment due date;
- (c) A \$50.00 late fee on assessment payments made sixteen (16) to thirty (30) days past the assessment due date;
- (d) A \$150.00 late fee on assessment payments made thirty-one (31) to fifty-nine (59) days past the assessment due date;
- (e) Late fee doubles every thirty days beginning on the sixtieth (60) day past the assessment due date.

11. No Exemption. No Owner may exempt himself from liability for its contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of its Unit.

ARTICLE VI RESTRICTIONS AND COVENANTS

1. Use and Occupancy Restrictions. The right of any Owner to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions, conditions, and obligations:

(a) Any restriction contained in this Declaration, the Bylaws, the Rules, and the decisions and resolutions of the Association adopted pursuant to this Declaration, as the same may be lawfully amended from time to time.

(b) Subject to the other provisions of this Declaration, no part of the Project may be used for residential purposes as defined in the Act. No Owner shall occupy or use the Owner's Unit, or permit the Unit or any part of it to be occupied or used, for any purpose other than professional

services as defined by the Act and the related common purposes for which the Project was designed.

- (c) Within the Project there shall only be one entity providing services consistent with that of a physical therapist as defined by the licensing agency for physical therapists within the State of Texas.
- (d) The Common Elements shall be used only by the Unit Owners and their employees, agents, servants, tenants, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units.
- (e) The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and may be subject to lease, concession or easement, presently in existence or entered into by the Board at a future time.
- (f) Nothing shall be stored in or on the Common Elements without prior consent of the Board, except in designated storage areas or as otherwise herein expressly provided.
- (g) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in or on the Common Elements which will result in the cancellation of insurance on any Units, or any part of the Common Elements, or which will be in violation of any law.
- (h) No waste shall be committed in or on a Unit and/or the Common Elements.
- (i) Subject to Declarant's rights under Section 3.3 of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or Common Elements without the prior written consent of the Board.
- (j) No noxious or offensive activity shall be carried on, in, or upon any Unit or the Common Elements, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted on the Property, and the Board shall have the right to determine, in accordance with the Bylaws, if any such noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with any Unit Owner's use or enjoyment of the Property, shall be located, used or placed on any portion of the Property or exposed to the view of other Unit Owners without the prior written approval of the Board.
- (k) Except as expressly provided herein, nothing shall be developed, altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

(l) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings, shall be permitted on the Property at any time, temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of any Unit and/or Common Elements or any portion thereof.

(m) No rubbish, trash, garbage or other waste material shall be kept or permitted in or on any Unit or the Common Elements except in sanitary containers located in appropriate designated areas which are screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, or offensive.

(n) No Unit Owner shall park, store or keep any vehicle except wholly within the parking space(s) designated therefor, and any inoperable vehicle shall not be stored in a parking space or within the Common Elements in general. No Unit Owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck or any other vehicle equipment, mobile or otherwise), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home) or other similar vehicle deemed to be a nuisance by the Board. Parking spaces shall be used for general business/medical office parking purposes only. Vehicle owners shall reimburse the Association for any costs incurred in towing vehicles illegally parked, provided notice required in applicable statutes is complied with in accordance with applicable statutes regarding illegal parking. Owners shall be responsible for parking violations of their tenants.

(o) Except as provided herein, no animal, livestock, reptiles, or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. Fish and birds may be kept in any Unit, subject to rules and regulations adopted by the Association, and provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. The Association, acting through the Board, shall have the right to prohibit any animal which constitutes, in the opinion of the Board, a danger and/or nuisance to any other Unit Owner.

(p) No Unit Owner shall be permitted to lease his or her Unit for any purpose other than for use as a general business office or for uses in connection with the medical profession. Every lease shall be in writing and shall provide that the lessee shall be bound by and subject to all of the Unit Owner's obligations under the Declaration and Bylaws and that failure to do so shall be a default of the lease. The Board shall have authority to enforce the Governing Instruments against the Owner's tenants, including collection of fine for violations of the Governing Instruments. The Unit Owner making the lease shall not be relieved of any of his or her obligations under the Governing Instruments. The Board shall have authority to evict tenants of Owners, after reasonable notice, for substantial or repeated violations of the Governing Instruments. If an Owner is delinquent in the payment of any sum due the Association for a period of thirty (30) days or more, any tenant of the Owner occupying the Unit may pay any sums due to the Association by the Owner; and the Tenant may deduct same from rent due to the Owner. The Association may enter into indemnity agreements to protect tenants who pay money to the Association under authority of this Section.

(q) In order for Declarant to establish the Property as a fully occupied Condominium Regime, no Unit Owner or the Association shall do anything to interfere with, and nothing in the Declaration shall be understood or construed to:

(1) Prevent Declarant or its contractors or subcontractors, from doing anything in or on a Unit owned by Declarant that Declarant determines to be necessary or advisable in connection with the development, construction, sale modification, or completion of any work thereon;

(2) Prevent Declarant or its representatives from developing, modifying, repairing, constructing and/or maintaining the Common Elements or any Unit owned or controlled by Declarant, structures Declarant deems reasonably necessary to complete any work on the Project, to establish the Project as a condominium regime under the Act, or to dispose of Units by sale, lease or otherwise;

(3) Prevent Declarant or its representatives, from maintaining a sales office on the Project or from maintaining and showing model Units to aid in the marketing of the Units during Declarant's Control Period; or

(4) Prevent Declarant, its agents, or its contractors or subcontractors, from maintaining a sign or signs for marketing the Units of the Project.

2. Mechanic's and Materialman's Liens. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his or her agent, contractor or subcontractor, shall be the basis for filing a lien against the Common Elements owned by other Owners. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against all liability arising from construction performed or labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

3. Upkeep of Project

(a) Except as otherwise provided herein or in Subsections (b) and (c) of this Section 6.3, the Association is responsible for all development, maintenance, repair, and replacement of the Common Elements, and each Unit Owner is responsible for maintenance, repair, and replacement of the Owner's Unit. Each Unit Owner shall afford to the Association and the other Unit Owners, and to their agents or employees, access through the Owner's Unit reasonably necessary for those purposes. If damage is inflicted on the Common Elements or on any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association if it is responsible, is liable for the prompt repair of the damage.

(b) Each Unit Owner is responsible for the cost of maintenance, repair, and replacement of any utility installation or equipment serving only the Owner's Unit, without regard to whether the installation or equipment is located wholly or partially outside the designated boundaries of the Unit. For purposes of this subsection, utility installations and equipment include electricity, water, sewage, gas, water heaters, heating and air conditioning equipment, television antennas, and satellite dishes.

(c) Each Unit Owner is responsible for the cost of maintenance, repair, and replacement of windows and doors serving only the Owner's Unit.

(d) The Association may enter a Unit, after giving notice to the Owner and occupant of the Unit, to:

(1) Prevent or terminate waste of water, electricity, or other utility services purchased by the Association as a Common Expense; or

(2) Perform maintenance and repairs of the Project that, if not performed, may result in increased damage to components of the Project that the Association maintains.

4. Obligations of Unit Owners. Without limiting the obligations of the Unit Owners set forth elsewhere herein and except as provided by the Bylaws, Rules, or the Act, the Unit Owner:

(a) Shall pay Assessments, interest, and other charges properly levied by the Association against the Owner or the Owner's Unit, and shall pay Regular Assessments without demand by the Association;

(b) Shall comply with the Governing Instruments, including any amendments to any of them;

(c) Shall pay for damage to the Project caused by the negligence or willful misconduct of the Owner, an occupant of the Owner's Unit, or the Owner or occupant's guests, employees, contractors, agents, or invitees; and

(d) Is liable to the Association for violations of the Governing Instruments, including any amendments to any of them, by the Owner, an occupant of the Owner's Unit, or the Owner or occupant's guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

5. Alteration of Units. Subject to the Rules and provisions of applicable law, a Unit Owner:

(a) May make improvements or alterations to the Owner's Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Project;

(b) May not change the appearance of the Common Elements or the exterior appearance of a Unit or any other portion of the Project without prior written permission of the Association; and

(c) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, with the prior written approval of the Association, may remove, alter, and create apertures in an intervening partition, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Project.

ARTICLE VII INSURANCE AND DAMAGE OR DESTRUCTION

1. Association as Attorney-in-Fact. This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project upon its destruction, obsolescence or condemnation. Title to any Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute the Owner's irrevocable appointment of the Association or its successors or assigns as the Owner's true and lawful attorney in the Owner's name, place and stead, for the purpose of dealing with the Project upon its destruction, obsolescence, or condemnation, as hereinafter provided. As attorney-in-fact, the Association, 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 a Unit Owner which is necessary and appropriate to exercise the powers herein granted.

2. Repair and Reconstruction. Repair and reconstruction of the improvement(s), as used in this Article, means restoring the improvement(s) to substantially the same condition as they existed prior to the damage, with each Unit and Common Elements having the same vertical and horizontal boundaries as before the damage.

3. Insurance.

(a) Beginning not later than the time of the first conveyance of a Unit to a Person other than a Declarant, the Association shall obtain, and at all times maintain, insurance issued by responsible insurance companies authorized to do business in the State of Texas of the type and kind specified hereinafter, including insurance covering such other risks, of a similar or dissimilar nature, as are, or shall hereafter, customarily be covered with respect to any condominium regime that is similar in construction, design and use. The insurance shall be carried in blanket policy form naming the Association and all mortgagees of the Property as the insured. In addition, each policy or policies shall identify the interest of each Unit Owner and shall provide for a standard, non-contributory mortgage clause in favor of each first mortgagee of the Project. Each Owner irrevocably designates the Association, as attorney-in-fact, to administer and distribute such proceeds as provided in the Declaration and §82.111 of the Act. Such insurance policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice to each first mortgagee. The Association 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.

(b) The Association shall keep a comprehensive policy or policies of public liability insurance covering the Common Elements, 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 Association, the Board or another 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 damages 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 coverage as is customarily deemed necessary with respect to projects similar in nature.

(c) The Association may keep a policy or policies of (i) liability insurance insuring the Board, officers and employees of the Association 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) worker'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 Association.

(d) The Association shall be responsible for obtaining insurance upon the Common Elements that 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 against such other hazards and for such amounts as the Board may deem advisable.

(e) The Association may elect to obtain and maintain insurance covering the Units and Unit Owners that shall insure against loss or damage by fire, vandalism, malicious mischief, and other hazards. However, it is each Unit Owner's primary responsibility to obtain and maintain insurance covering casualty losses to the Owner's Unit. The Association 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 Association's operation or maintenance of the Project. Each Unit Owner may obtain additional insurance at his or her own expense for his or her 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 or her insurance policy to the Association.

(f) Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners, the Association or the respective servants, agents or guests of the Unit Owners or the Association.

4. Application of Insurance Proceeds. If the Project is damaged by fire or any other disaster, the insurance proceeds shall be held and disbursed pursuant to §82.111 of the Act.

5. Condemnation.

(a) If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant that may not practically or lawfully be used for any purpose permitted by this Declaration, the condemnation award must compensate the Unit Owner for the Unit and its Common Element interest, whether or not any Common Element interest is acquired. On acquisition, unless the decree provides otherwise, the condemned Unit's entire Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare,

execute, and record an amendment to this Declaration reflecting the reallocations. A remnant of a Unit remaining after part of a Unit is taken under this Section 7.5(a) is a Common Element.

(b) Except as provided by Section 7.5(a), if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its Common Element interest. On acquisition, the condemned Unit's Allocated Interest is reduced in proportion to the reduction in the size of the Unit, and the portion of the Allocated Interest divested from the partially acquired Unit is automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest.

(c) If part of the Common Elements is acquired by condemnation, the award must be paid to the Association, as trustee for the Unit Owners, and to Persons holding liens on the condemned property, as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their Allocated Interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

(d) The court decree shall be recorded in Tarrant County, Texas.

ARTICLE VIII RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

1. Rights of Lenders. A beneficiary under a first lien deed of trust is entitled, on written request, to written notification from the Association of any default in the performance by the grantor Owner of any obligation under the Governing Instruments that is not cured within sixty (60) days.

2. Liability for Assessments. Any beneficiary under a first lien deed of trust who obtains title to a Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid Assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.

3. Priority. No provision of the Governing Instruments shall give or be deemed to give any Owner, or any other party, priority over any rights of a beneficiary of a first deed of trust to a Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

4. Limited Common Elements. The Limited Common Elements and the provisions of this Declaration relating to the right to use the Limited Common Elements may not be altered without the consent of each affected Unit Owner and the Owner's first lien mortgagee.

5. Rights Not Permitted. Notwithstanding anything to the contrary in this Declaration, the consent or approval of mortgagees or beneficiaries of deeds of trust encumbering any Unit(s) shall not be required to or operate to:

- (a) deny or delegate control over the general administrative affairs of the Association by the Unit Owners or the Board; or
- (b) prevent the Association or the Board from:
 - (1) commencing, intervening in, or settling any litigation or proceeding; or
 - (2) receiving and distributing insurance proceeds under Section 82.111 of the Act.

ARTICLE IX GENERAL PROVISIONS

1. Amendments to Declaration.

(a) If this Declaration is not properly executed, that defect may be cured by the subsequent execution and recording of this Declaration. After an execution defect is cured pursuant to this Section, this Declaration is retroactively effective on the date it was first recorded.

(b) Except as provided by Section 9.1(c) or otherwise in this Declaration, this Declaration, including the Plats and Plans, may be amended only by vote or agreement of Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated. An amendment to this Declaration may be adopted:

- (1) by written ballot that states the exact wording or substance of the amendment and that specifies the date by which a ballot must be received to be counted; or
- (2) at a meeting of the members of the Association after written notice of the meeting has been delivered to an Owner of each Unit stating that a purpose of the meeting is to consider an amendment to the Declaration, or
- (3) by any other method permitted by the Bylaws.

(c) The amendment procedures of this Section do not apply to amendments that may be executed by:

- (1) Declarant under Section 9.1(a) or pursuant to Declarant's exercise of Declarant's Development Rights or Special Declarant Rights;
- (2) the Association under Section 82.007 of the Act, Section 2.5(c) of this Declaration, Section 2.8 of this Declaration, or Section 2.9; or
- (3) certain Unit Owners under Section 82.058(b), 82.062, 82.063(b), or 82.068(b).

(d) An action to challenge the validity of an amendment adopted by the Association under this Section must be brought before the first anniversary of the date the amendment is recorded.

(e) To be effective, an amendment to this Declaration must be recorded in Tarrant County, Texas.

(f) Except as permitted or required by the Act or elsewhere in this Declaration, an amendment to this Declaration may not create or increase Special Declarant Rights, increase the number of Units, change the boundaries of a Unit, alter or destroy a Unit or Limited Common Element, change a Unit's Allocated Interest, or change the use restrictions on a Unit unless the amendment is approved by one hundred percent (100%) of the votes in the Association. Except as agreed to by Declarant, an amendment may not increase or otherwise modify the obligations imposed by this Declaration on Declarant, or reduce or otherwise modify the rights granted by this Declaration to Declarant, including Special Declarant Rights.

(g) Amendments to the Declaration to be recorded by the Association must be prepared, executed, recorded, and certified by the president of the Association.

2. Meeting at which Amendments May be Adopted.

(a) The Association or the Board may not meet to adopt an amendment or other change to this Declaration, the Articles of Incorporation, Bylaws, or Rules of the Association unless the Association or Board has given to each Unit Owner a document showing the specific amendment or other change that would be made to this Declaration, Articles of Incorporation, Bylaws, or Rules.

(b) The information described by Subsection (a) of this Section 9.2 must be given to each Unit Owner after the 20th day but before the 10th day preceding the date of the meeting at which such amendment is to be considered. The information is considered to have been given to a Unit Owner on the date the information is personally delivered to the Unit Owner, as shown by a receipt signed by the Unit Owner, or on the date shown by the postmark on the information after it is deposited in the United States mail with a proper address and postage paid.

3. Termination of Project.

(a) Except for a taking of all the Units by condemnation, the Project may be terminated only by the agreement of Owners holding one hundred percent (100%) of the votes in the Association and the approval of the beneficiaries of first deeds of trust on Units to which at least sixty-seven percent (67%) of the voting rights in the Association have been allocated.

(b) An agreement of Unit Owners to terminate the Project must be evidenced by the execution or ratification of a termination agreement by the requisite number of Unit Owners. If, pursuant to a termination agreement, the Property is to be sold following termination, the termination agreement must set forth the terms of the sale. To be effective, the termination agreement and all ratifications of the agreement must be recorded in Tarrant County, Texas.

(c) The Association, on behalf of the Unit Owners, may contract for the Property, but the contract is not binding on the Unit Owners until it is approved under Subsections (a) and (b) of

this Section 9.3. If the Property is to be sold following termination, on termination, title to the Property vests in the Association as trustee for the holders of all interests in the Units, and the Association has all powers necessary and appropriate to effect the sale, including the power to convey the interests of nonconsenting Owners. Until the sale has been concluded and the proceeds distributed, the Association shall continue to exist and retains the powers it had before termination. Proceeds of the sale must be distributed to Unit Owners and lienholders as their interests may appear, in proportion to the respective interests of Unit Owners as provided by Subsection (f) of this Section 9.3. Unless the termination agreement specifies differently, as long as the Association holds title to the real property, each Unit Owner and the Owner's successors in interest have an exclusive right to occupy the portion of the Property that formerly constituted the Owner's Unit. During that period of occupancy a Unit Owner and the Owner's successors in interest remain liable for all Assessments and other obligations imposed on Unit Owners by the Act of this Declaration.

(d) If the Property is not to be sold following termination, on termination title to the Property vests in the Unit Owners as tenants in common in proportion to their respective interests, and liens on the Units shift accordingly. While the tenancy in common exists, a Unit Owner and the Owner's successors in interest have an exclusive right to occupy the portion of the Property that formerly constituted the Owner's Unit.

(e) Following termination of the Project, and after payment of or provision for the claims of the Association's creditors, the assets of the Association shall be distributed to Unit Owners in proportion to their respective interests. The proceeds of sale described by Subsection (c) of this Section 9.3 and held by the Association as trustee are not assets of the Association.

(f) The interest of a Unit Owner referred to in Subsections (c), (d), and (e) of this Section 9.3 is, except as provided by Subsection (g), the fair market value of the Owner's Unit, Limited Common Elements, and Common Element interest immediately before the termination, as determined by one or more independent appraisers selected by the Association. The decision of the independent appraisers shall be distributed to the Unit Owners and becomes final unless disapproved by Unit Owners of Units to which twenty-five percent (25%) of the votes in the Association are allocated not later than the thirtieth (30th) day after the date of distribution. The proportion of a Unit Owner's interest to that of all Unit Owners is determined by dividing the fair market value of the Unit Owner's Unit and Common Element interest by the total fair market values of all the Units and Common Elements.

(g) If a Unit or a Limited Common Element is destroyed to the extent that an appraisal of the fair market value before the destruction cannot be made, the interest of a Unit Owner is the Owner's Allocated Interest immediately before the termination.

(h) Foreclosure or enforcement of a lien or encumbrance against the entire Project does not of itself terminate the Project, and foreclosure or enforcement of a lien or encumbrance against a portion of the Project does not withdraw that portion from the Project, unless the portion is withdrawable real property or unless the mortgage being foreclosed was recorded before the date this Declaration was recorded and the mortgagee did not consent in writing to this Declaration.

(i) By agreement of the same percentage of Unit Owners that is required to terminate the Project, the Unit Owners may rescind a termination agreement and reinstate the Declaration in effect immediately before the election to terminate. To be effective, the rescission agreement must be in writing, executed by the Unit Owners who desire to rescind, and recorded in Tarrant County, Texas.

4. Termination of and Responsibility of Declarant. If Declarant shall convey all of its right, title and interest in and to the Property and assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

5. Notice. All notices or demands intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit number and building address of such Owner. Notice to or from one of multiple Owners or tenants of a Unit shall be deemed as notice to or from all Owners or tenants of that Unit. All demands or notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by ordinary or certified mail, postage prepaid, to the address designated in writing by the Board of Directors. All notices, demands or other noticed intended to be served upon the Declarant shall be sent by ordinary or certified mail, postage prepaid, to GTOV Phase 1 Association, Inc., Attention: GTOV Phase 1 Association, Inc., 3321 Unicorn Lake Blvd, Suite 122, Tarrant, TX 76210.

6. Conflict Between Declaration and Bylaws. Whenever the application of the provisions of this Declaration conflict with the application of any provision of the Bylaws adopted by the Association, the provisions or application of this Declaration shall prevail.

7. Invalidation of Parts. If any of the provisions of the Declaration are deemed invalid, partially invalid, or unenforceable, such invalidity, partial invalidity, or unenforceability shall not affect the validity or enforceability of any other provision of the Declaration.

8. Omissions. In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or reference to the Act.

9. Texas Uniform Condominium Act. The provisions of this Declaration shall be in addition and be supplemental to the Texas Uniform Condominium Act and to all other provisions of law.

10. Nonwaiver of Remedies. Each remedy provided for in this Declaration is distinct and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

11. Binding. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their, grantees, tenants, successors, and assigns.

12. Venue. Venue for an action to enforce a right or obligation arising under this Declaration, Bylaws, or Rules of the Association is in Tarrant County, Texas.

13. Number, Gender, and Headings. As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 14th day of May, 2025.

Golden Triangle Office Village PHASE 4, LLC
a Texas limited liability company

By: [Signature]
_____, Managing Member

ACKNOWLEDGEMENT

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on this 14th day of May, 2025, by Deiores Hunt, Managing Member of Golden Triangle Office Village PHASE 4, LLC, a Texas limited liability company, on behalf of said entity.

[Signature]

Notary Public, State of Texas

Alyssa Cheatham

Notary's printed name:
My Commission expires:

01/26/2028

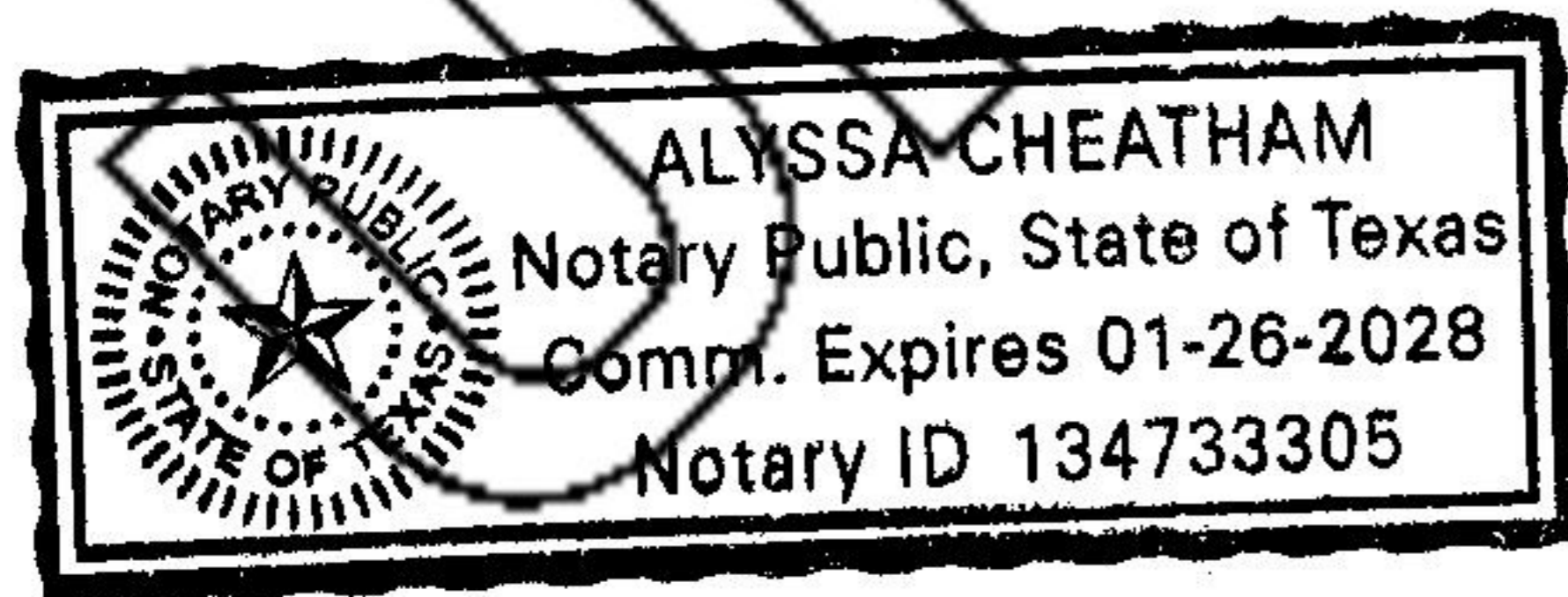


EXHIBIT "A"
PROPERTY DESCRIPTION

BEING a tract of land situated in the Jesse Billingsley Survey, Abstract No. 70, City of Fort Worth, Tarrant County, Texas, being part of Lot 26, Block 2 of Watson Creek Estates according to the plat filed in Document Number D219288114 of the Official Public Records, Tarrant County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 26 in the north line of Golden Triangle Blvd.;

THENCE, N 45°24'40" W, 38.39 feet to the east line of Alta Vista Road;

THENCE, N 00°11'39" W, 251.70 feet along the east line of said Alta Vista Road to the northwest corner of said Lot 26;

THENCE N 89°39'06" E, 76.82 feet along the north line of said Lot 26;

THENCE through said Lot 26 the following;

S 04°13'37" E, 38.62 feet

S 34°20'15" E, 162.12 feet

S 45°01'05" E, 118.86 feet

S 00°12'11" E, 21.91 feet to a point on the south line of said Lot 26 and the north line of said Golden Triangle Blvd.

THENCE, S 89°47' 49" W, 227.07 feet along the south and north line thereof to the POINT OF BEGINNING with the subject tract containing 42,897 square feet or 0.985 acres of land.

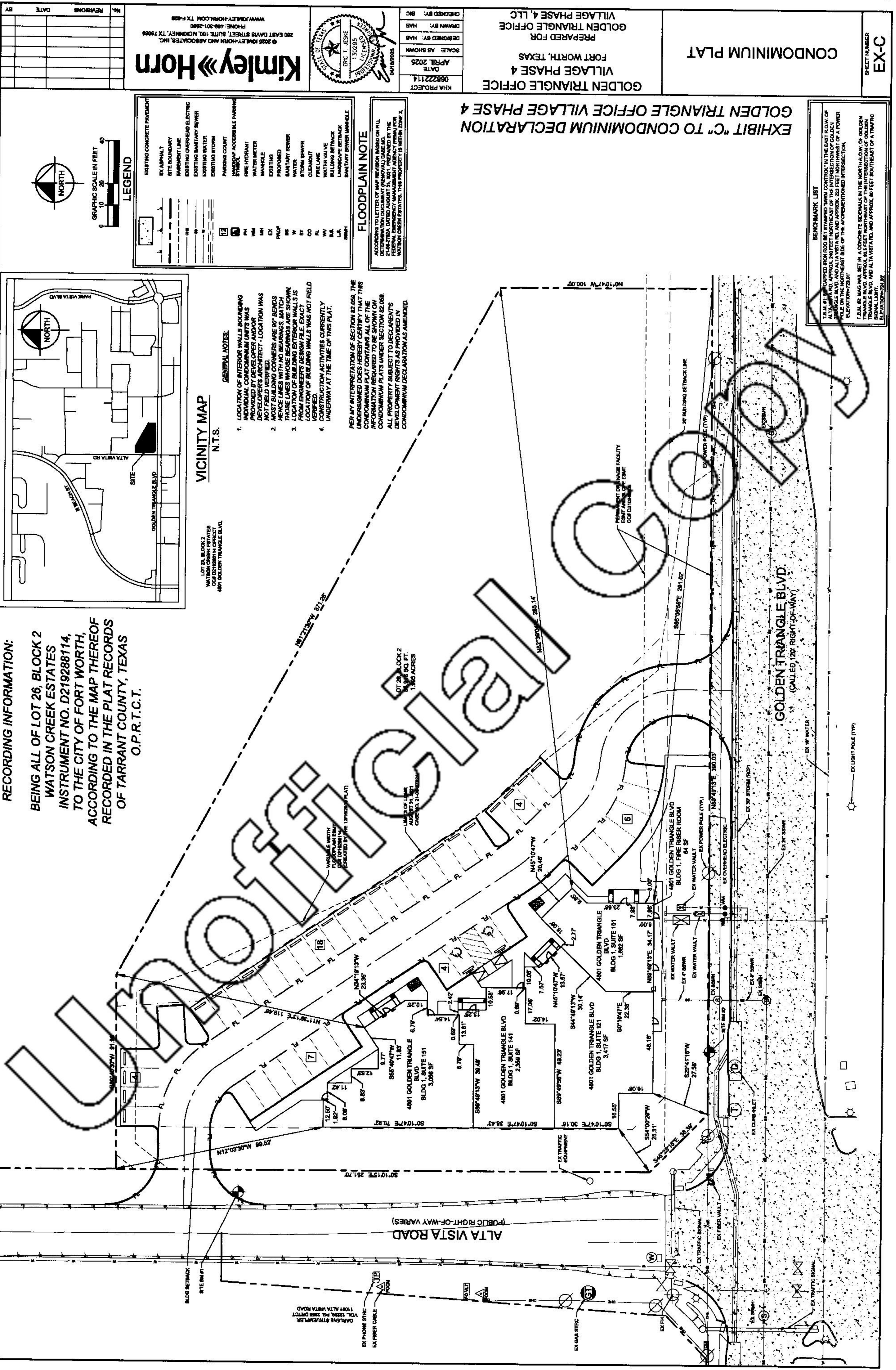
EXHIBIT "B"
ALLOCATED INTERESTS

Unit	Square Footage	Percentage of Ownership
4801 Golden Triangle Blvd Suite #101	1,692 Square Feet	16.00%
4801 Golden Triangle Blvd Suite #121	3,438 Square Feet	32.50%
4801 Golden Triangle Blvd Suite #141	2,373 Square Feet	22.43%
4801 Golden Triangle Blvd Suite #151	3,075 Square Feet	29.07%
Totals	10,578 Square Feet	100%

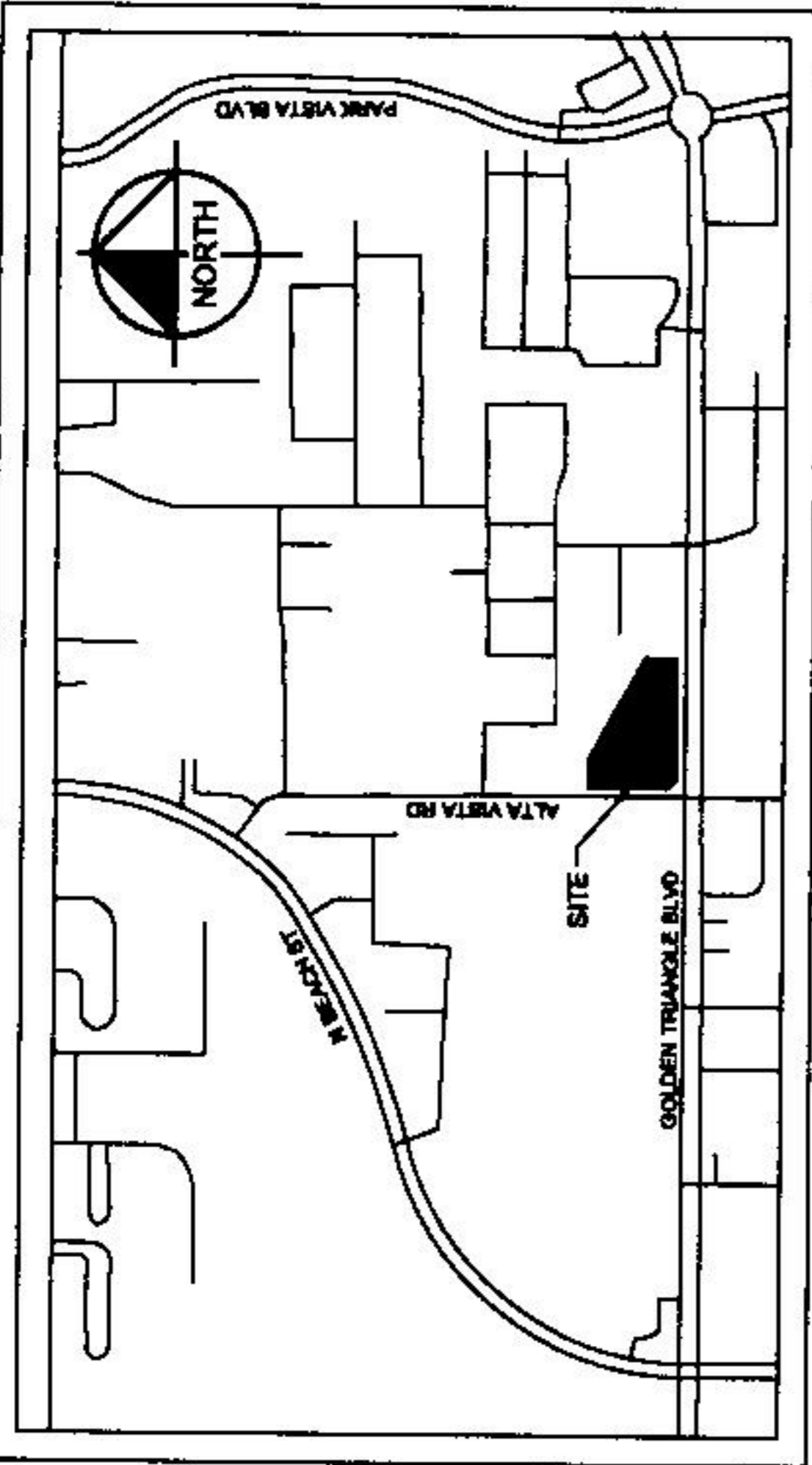
EXHIBIT "C"
PLAT

See attached Plat.

Unofficial Copy



RECORDING INFORMATION:
 BEING ALL OF LOT 26, BLOCK 2
 WATSON CREEK ESTATES
 INSTRUMENT NO. D219288114,
 TO THE CITY OF FORT WORTH,
 ACCORDING TO THE MAP THEREOF
 RECORDED IN THE PLAT RECORDS
 OF TARRANT COUNTY, TEXAS
 O.P.R.T.C.T.



VICINITY MAP
N.T.S.

- GENERAL NOTES:**
1. LOCATION OF INTERIOR WALLS BOUNDING INDIVIDUAL CONDOMINIUM UNITS WAS PROVIDED BY DEVELOPER AND/OR ARCHITECT - LOCATION WAS NOT FIELD VERIFIED.
 2. MOST BUILDING CORNERS ARE 90° BENDS. THOSE LINES WHOSE BEARINGS MATCH FROM ANY OF THE EXISTING EXTERIOR WALLS IS FROM AN EXISTING EXTERIOR WALL IS VERIFIED.
 3. LOCATION OF BUILDING WALLS WAS NOT FIELD VERIFIED.
 4. CONSTRUCTION ACTIVITIES CURRENTLY UNDERWAY AT THE TIME OF THIS PLAT.

PER MY INTERPRETATION OF SECTION 62.053, THE UNDERSEAL DOES HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT CONTAINS ALL OF THE INFORMATION REQUIRED TO BE SHOWN ON CONDOMINIUM PLATS UNDER SECTION 62.053. ALL PROPERTY SUBJECT TO DECLARANTS DEVELOPMENT RIGHTS AS PROVIDED IN CONDOMINIUM DECLARATION AS AMENDED.

Kimley-Horn
 280 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
 WWW.KIMLEY-HORN.COM TX 4-258



GOLDEN TRIANGLE OFFICE VILLAGE PHASE 4
 PREPARED FOR GOLDEN TRIANGLE OFFICE VILLAGE PHASE 4, LLC
 FORT WORTH, TEXAS
 DATE: APRIL 2025
 SCALE: AS SHOWN
 DESIGNED BY: HMB
 DRAWN BY: HMB
 CHECKED BY: HMB
 KHA PROJECT 068222114
 04/18/2025

CONDOMINIUM PLAT
GOLDEN TRIANGLE OFFICE VILLAGE PHASE 4

EX-C
 SHEET NUMBER

LEGEND

EXISTING CONCRETE PAVEMENT
EX ASPHALT
EX SITE BOUNDARY
EXISTING OVERHEAD ELECTRIC
EXISTING WATER
EXISTING SANITARY SEWER
EXISTING STORM
PARKING COURT
PROPOSED ACCESSIBLE PARKING
PROPOSED FIRE HYDRANT
PROPOSED WATER METER
PROPOSED MANHOLE
PROPOSED EXISTING
PROPOSED SANITARY SEWER
PROPOSED WATER
PROPOSED STORM
PROPOSED FLOOR FINISH
PROPOSED FLOOR
PROPOSED FLOOR VALVE
PROPOSED BUILDING RETRACK
PROPOSED LANDSCAPE RETRACK
PROPOSED SANITARY SEWER MANHOLE

FLOODPLAIN NOTE
 ACCORDING TO LETTERS OF MAP REVISION BASED ON FULL DETERMINATION DOCUMENT (REMOVAL) CASE NO. 0882-10-000-0000, DATED AUGUST 31, 2021, PREPARED BY THE FORT WORTH DRAINAGE FACILITY, THE FLOODPLAIN ZONE WITHIN CHERRY ESTATES, THIS PROPERTY IS WITHIN ZONE X.

EXHIBIT "C" TO CONDOMINIUM DECLARATION
GOLDEN TRIANGLE OFFICE VILLAGE PHASE 4

BENCHMARK LIST
 TABLE BENCHMARK LIST (SEE SHEET 38 OF 42) FOR THE LOCATION OF ALTA VISTA RD. APPROX. 100 FEET NORTHWEST OF THE INTERSECTION OF PARK VISTA BLVD. AND ALTA VISTA RD. APPROX. 233 FEET NORTHWEST OF A POWER POLE (ELEVATION=724.01)
 TABLE BENCHMARK LIST (SEE SHEET 38 OF 42) FOR THE LOCATION OF GOLDEN TRIANGLE BLVD. APPROX. 43 FEET NORTHWEST OF THE INTERSECTION OF GOLDEN TRIANGLE BLVD. AND ALTA VISTA RD. APPROX. 107 FEET SOUTH OF A TRAFFIC SIGNAL (ELEVATION=724.01)

NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

EXHIBIT "D"
BUILDING PLANS

See attached Plans.

Unofficial Copy



2024 09 09



HUFFMAN BUILDERS
4801 GOLDEN TRIANGLE BOULEVARD, FORT WORTH TEXAS 76104
PHONE: 817.336.1111
WWW.HUFFMANBUILDERS.COM

BUILDING 1 SHELL
HUFFMAN BUILDERS OF DENTON
OWNER

REVISIONS	NO.	DATE	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

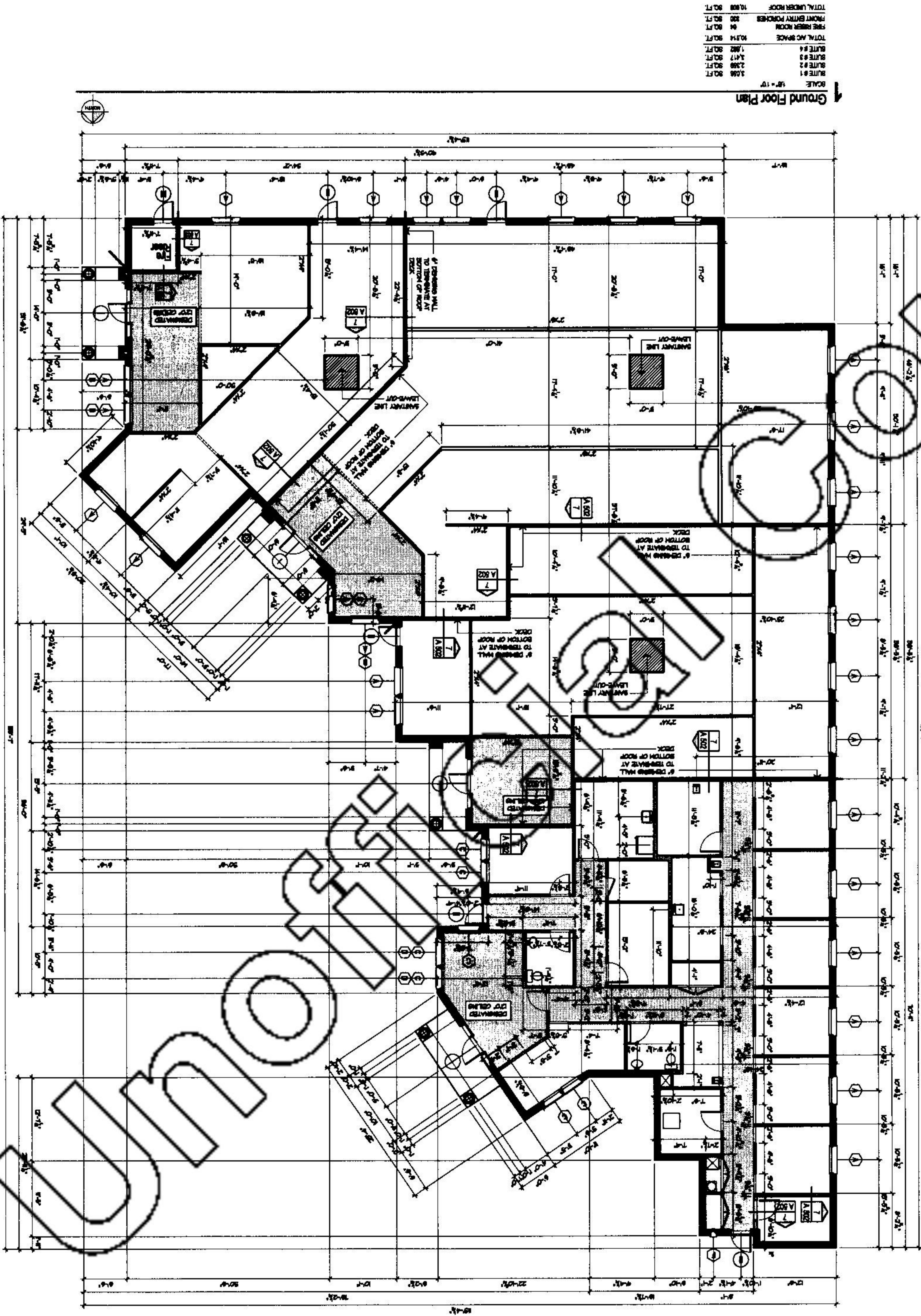
PLAN NO. 2023 08 9
PROJECT (REVISED)
SHEET CONTENT
FLOOR PLAN

PROJECT: BUILDING SHELL
DRAWN BY: JCB
DATE: 2024 09 09

SHEET A-201

PREPARED BY: []
FINAL APPROVED LAYOUT: []
FINAL REVIEW SET: []
CONTRACTOR REVIEW SET: []
OWNER REVIEW SET: []
PERMIT SET: []

COPYRIGHT © ADS ARCHITECT LLC



SCALE: 1/8" = 1'-0"

SUITE #	AREA (SQ. FT.)
SUITE #1	1,058
SUITE #2	2,389
SUITE #3	4,477
SUITE #4	1,482
TOTAL AC SPACE	9,406
FRONT ENTRY PORCHES	84
FRONT ENTRY ROOM	80
TOTAL UNDER ROOF	10,388

General Notes:

- DIMENSIONS ARE FROM FACE OF STUDS TO FACE OF STUDS UNLESS OTHERWISE NOTED.
- CENTERS ON DESIGN WALL LOCATIONS AT CENTER LINE OF STUD WALL.
- STUD WALLS ARE SHOWN IN ACTUAL DIMENSIONS UNLESS OTHERWISE NOTED.
- ALL INTERIOR WALLS ARE 5/8" x 12" x 8'.
- GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO COMMENCEMENT OF THE WORK.
- ALL THRESHOLD AND FLOOR ELEVATION CHANGES NOT TO EXCEED 1/2" VERTICAL.
- FRAMING CONTRACTOR SHALL PROTECT WOOD FLOORING AT ALL WALL MOUNTED FIXTURES INCLUDING BUT NOT LIMITED TO: WALL MOUNTED SHAVING BASE, CLOSET CABINETS, CHAIRS, COATERS, SPLIT WALL AND ROOM WALL MOUNTED DOOR PULLERS, SHEETS, ROOM WALL MOUNTED DOOR PULLERS, FROM PARTITION LAYS, GREY GRABS, WASHOPS, SOAP DISPENSER, WASTE RECEPTACLES, TOILET PAPER DISPENSER, MOP SINK AND FIRE EXTINGUISHER CABINETS AND HANGING FIRE EXTINGUISHER CABINETS AND HANGING FIRE EXTINGUISHER CABINETS.
- LOCATED PER LOCATION AND CLEARANCE FROM FLOORING AND WOOD FLOORING.
- ALL ELECTRICAL AND PLUMBING ARE TO BE A MINIMUM CLEARANCE PER IS REQUIRED TO SIDE OF EACH DOOR OR WINDOW ON THE FULL REFER TO MECHANICAL CONTRACTOR FOR ALL COUNTERS, SINKS AND UNDER CABINETS.
- REFER TO MECHANICAL CONTRACTOR FOR ALL MECHANICAL CONTRACTOR TO VERIFY ADA COMPLIANCE.

EXHIBIT "E"
DESCRIPTION AND RECORDING DATA FOR
RECORDED EASEMENTS AND LICENSES

The following matters and all terms of the documents creating or offering evidence of the matters:

- a. Tri-County Electric Cooperative, Inc. Easement granting access for persons, equipment, vehicles, etc. in order to provide electric utility services, filed as D225033648 in the Tarrant County Clerk Official Public Records;
- b. A 20' Building Line extends along the western and southern borders of the property per city ordinance;
- c. A variable width floodplain easement—reflecting the approximate location of a 100 year floodplain limit (Zone AE) as shown on FIRM Map 48439C0070K dated September 25, 2009 and the Ultimate Floodplain Line (per flood study FSR 18-150 provided by Cardinal Strategies)—runs from the northernmost point of the property to the southeastern most point of the property;
- d. Variable Width Right of Way ranging 40' to 90' exists along the western border of the property running north and south.

EXHIBIT "F"
CONSENT OF DECLARANT'S MORTGAGEE

The undersigned financial institution, being the owner and holder of an existing mortgage lien upon and against the land and property described as the Property in the Condominium Declaration for GOLDEN TRIANGLE OFFICE VILLAGE PHASE 4, a condominium created by Golden Triangle Office Village Phase 4, LLC, as Declarant, as to the property located at 4801 Golden Triangle Boulevard, Fort Worth, Texas, 76244 hereby consents to the Declaration and to the recording of same for submission of said property to a Condominium Regime pursuant to the Texas Uniform Condominium Act. This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF
TARRANT COUNTY, TEXAS
05/14/2025 04:20 PM

D225086673
CONDO
Pages: 42
Fees: \$184.00

INDEPENDENT FINANCIAL:

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

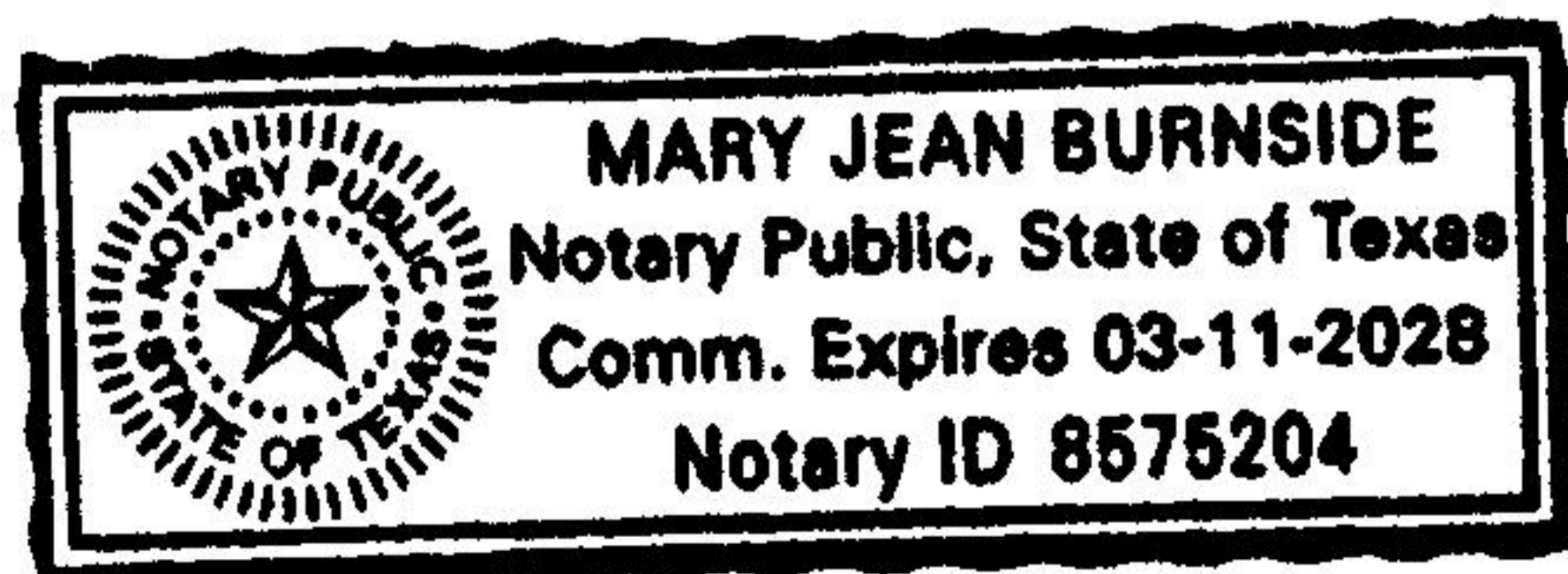
By: *Greg Steglich*

Name: GREG STEGLICH

Title: Senior Vice President

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on April 21st, 2025, by Greg Steglich, as Senior Vice President of Independent Financial, on its behalf.



Mary J. Burnside
Notary Public for the State of Texas