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**CONDOMINIUM
RECORDS**

STATE OF TEXAS
COUNTY OF DALLAS

CONDOMINIUM DECLARATION
FOR
HOLLY GLEN CONDOMINIUMS
A (A Condominium)
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THIS DECLARATION, made this 1st day of May, 1980 by ISC PROPERTIES, INC., (hereinafter, the "Developer"), for the purpose of establishing a condominium regime pursuant to the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes (hereinafter, the "Act");

WITNESSETH:

WHEREAS, the Developer is the owner of certain land (hereinafter, the "land") located at 7325 Holly Hill Drive in the City of Dallas, Dallas County, Texas, more particularly described below;

WHEREAS, the Developer desires to submit the land and the improvements constructed and to be constructed thereon to the condominium form of ownership and use in the manner provided by the Act;

NOW, THEREFORE, the Developer does hereby publish and declare that the land and its improvements are submitted to the condominium regime to be established upon the recording hereof, in accordance with and subject to the provisions of the Act and of this declaration; and that the covenants, conditions, restrictions, uses, limitations, obligations, and provisions hereof shall be deemed to run with the land, and shall be a burden and a benefit to the Developer, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any portion thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Definitions. The following terms as used herein and in the exhibits hereto, unless the context clearly requires otherwise, shall have the meanings indicated:

(A) "Condominium Project" shall mean the condominium project established by this declaration, the name of which shall be Holly Glen Condominiums, a condominium.

(B) "Unit" shall have the same meaning as "apartment" in the Act, provided that each separate unit may include parts of one or more floors of a building.

(C) "Owner" shall mean a person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, who owns a unit or units within the condominium project and shall include any purchaser at a foreclosure under a deed of trust or other lien, but shall not include a trustee under a deed of trust.

(D) "Association" shall mean the HOLLY GLEN CONDOMINIUM OWNERS ASSOCIATION, INC., a Texas non-profit corporation, and its successors.

2. Dedication to Condominium Regime. The Developer hereby submits the land, the legal description of which is contained in Exhibit A, attached hereto and made a part hereof, all buildings, improvements and structures constructed or to be constructed thereon, and all easements rights and appurtenances belonging thereto, to the condominium form of ownership and to the condominium regime established by the Act and this declaration.

3. General Description of Major Improvements. The major improvements constructed or to be constructed on the land consist of seven residential buildings, one common use building (CABANA), seventy covered parking spaces in carport structures, and fifty-four uncovered parking spaces. The buildings and carport structures are more particularly described in Exhibit D, the entire exhibit being attached hereto and made a part hereof. A plat

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of the condominium project, depicting the legal description of the land, showing the location and letter designation of each building and parking structure, and numerically designated parking spaces, is attached hereto and made a part hereof as Exhibit C, page 1 (the "site plan").

4. General Description of Units.

(A) The general description of each of the sixty-eight units in the condominium project, including building location, unit number, and square footage, is contained in Section 5 of Exhibit D. The buildings, and the units therein, are more particularly depicted and described on the plats attached hereto and made a part hereof as Exhibit , pages through (the "building plats"), each of which depicts one or more floors of one building.

(B) The boundary of each unit shall be the interior surfaces of the perimeter walls, floors and ceilings of the living areas, and each unit shall include the interior construction, interior dividing walls, partitions, floor and ceiling covering or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, air conditioning and heating units and ducts, individual lighting and electrical fixtures, electrical panel and wiring, the exterior surfaces of balconies and terraces, and any other separate items or chattels for the exclusive use of the unit, which may be removed, replaced, disposed of or otherwise treated without affecting any other unit or the ownership, use or enjoyment thereof.

5. General Common Elements. The general common elements of the condominium project include all of the land, cabana building, all buildings, structures, and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto, excepting only those elements of the condominium project included within the individual units and the limited common elements hereinafter described. For illustration, and not in limitation, the general common elements include:

(A) the land described in Exhibit A;

(B) the foundations, bearing walls, perimeter walls (including any windows, doors, and chimneys therein), columns, roofs, girders, beams, supports, ceilings and floors, halls and thoroughfares such as stairways, entrances, exits and communication ways of the buildings, except those designated as limited common elements;

(C) the yard, gardens, swimming pool, landscaping and walkways, except those designated as limited common elements;

(D) storage, refuse and maintenance facilities, if any;

(E) compartments or installations for central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and heating, water tanks and pumps, and the like, except those serving only one units;

(F) the parking spaces not designated as limited common elements, if any;

(G) the premises and facilities, if any, used for the maintenance or repair of the condominium project;

(H) all other parts of the condominium project necessary or convenient to its existence, maintenance and safety and normality in common use.

6. Limited Common Elements. The limited common elements of the condominium project, common are elements that are reserved for the exclusive use of one unit to the exclusion of other units. They include balconies for the purpose of maintenance, patios (terraces), garden areas and covered parking spaces designated on the site plan as limited common elements, each with a number corresponding to the number of the unit to which it is reserved.

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Section 6 of Exhibit D lists the limited common elements reserved to each unit, and designates the covered parking space or spaces reserved to each unit.

7. Effects of Condominium Regime. As more particularly provided in the Act, and subject to the provisions of this declaration:

(A) Each unit may be individually conveyed and encumbered and may be the subject of ownership, possession or sale and of all types of judicial acts, as if entirely independent of other units, and the corresponding individual titles and interest shall be recordable.

(B) Each unit, and the appurtenant undivided interest in the general and limited common elements, shall together comprise one condominium unit, shall be inseparable, and may be assigned, sold, leased, devised or encumbered only as a condominium unit. No reference to common elements, whether general or limited, need be made in any assignment, lease, or other instrument.

(C) The common elements, both general and limited, shall be owned in common by all of the owners and shall remain undivided, and no owner shall bring any action for partition or division of the common elements. Nothing contained herein shall be construed as a limitation of the right of partition of the condominium unit between owners thereof, provided, however, no unit will be partitioned or subdivided without the prior written approval of the holder of a First Lien Deed of Trust Mortgage on that unit, and any such partition shall not affect any other partition.

(D) Each owner shall have the exclusive ownership of his unit or units, and may use the general common elements in accordance with the purposes for which they are intended and to which they are restricted, without hindering or encroaching upon the lawful rights of other owners.

(E) A unit may be held and owned by more than one person, and in any real property tenancy relationship recognized under the laws of the State of Texas.

(F) Every contract for the sale, assignment, lease, or sublease and every mortgage, conveyance, or other instrument describing a unit may legally describe the unit by the building letter and the identifying unit number, followed by the words "Holly Glen Condominiums (A Condominium)", with further reference to this declaration. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, assign, lease, encumber or otherwise affect not only the unit but also the general common elements and the limited-common elements appurtenant thereto. Each such description shall be construed to include a non-exclusive easement for ingress and egress to an owner's unit and use of all the general common elements, together with the right to the appropriate exclusive use of limited common elements.

8. Shares of Common Elements. The owner of each unit shall own a share in the general and limited common elements in the proportion that the area of his unit bears to the aggregate area of all units in the condominium project, as set forth as a percentage in Section 7 of Exhibit D.

9. Administration of Condominium Project. The government and administration of the condominium project shall be vested in the Association, and shall be in accordance with this declaration and its exhibits, including the bylaws of the condominium project which are attached hereto and made a part hereof as Exhibit B (the "bylaws"), and the rules and regulations of the Association adopted in accordance with the bylaws. The bylaws may be amended in accordance with the provisions thereof, and any such amendment, properly certified by an officer of the Association, shall be filed for record as a partial amendment of Exhibit B hereof. The members of the Association shall

exclusively the owners. Each owner shall automatically become a member of the Association, and each unit's owner shall be entitled to a vote in the affairs of the Association in proportion to the percentage for that unit set forth in Section 7 of Exhibit D. The share of an owner in the funds and assets of the Association shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to the unit.

10. Maintenance, Operation, Repair and Alterations. The Association shall be responsible for the maintenance, operation, and repair of the general and limited common elements, and the owner of each unit shall be responsible for the maintenance and repair of all portions of his unit as defined in Section 11 of this declaration. No owner shall paint or otherwise alter the appearance of any portion of the exterior of a unit or building without the approval of the Association. After completion of the improvements contemplated by this declaration, there shall be no further alteration or improvement of the common elements without the approval of the Association, provided that the Developer reserves the right to change the interior design and arrangements of all units owned by the Developer, until ninety percent (90%) or sixty-one of the units have been sold or until a year after this Declaration is duly recorded in the Condominium Records of Dallas County, Texas, whichever is sooner.

11. Common Expenses and Assessments. The owner of each unit shall be bound and obligated to contribute to the Association, in the percentage set forth in Section 7 of Exhibit D for his unit, his portion of assessments levied by the Association for common expenses, which assessments shall be made pursuant to the bylaws. "Common expenses" shall mean and include (i) expenses of management and administration; (ii) expenses of maintenance, operation, repair, or replacement of the general and limited common elements; (iii) any other expenses declared common expenses by provisions of this declaration or by the bylaws, and lawfully assessed against the owners by the Association; (iv) any valid charge against the condominium project as a whole, such as ad valorem taxes for the year in which this declaration is recorded; (v) insurance premiums for fire and extended coverage insurance insuring the condominium, or any other insurance which the Association may from time to time deem necessary or advisable; (vi) federal or state income taxes for which the Association is or may become liable; (vii) and state incorporated franchise taxes for which the Association is or may become liable. No owner shall be exempt from contribution toward such expenses by waiver of the use and enjoyment of the common elements, either general or limited, or by abandonment of his unit. An adequate reserve fund for maintenance, repairs and replacements of common element components will be established, and it will be funded by regular monthly payments rather than be extraordinary or special assessments. At the time of closing of any sale of a Unit by the Developer and Owner, Developer will require that the individual Owner and/or Developer will pay a sum to the Association which will be equal to at least two (2) months estimated common area charge for such Unit.

12. Liens for Assessments. Assessments by the Association for common expenses, levied in accordance with the bylaws, shall become liens against the respective Units to which assessed at the time such assessments become due and payable. At the option of the Association, with respect to any assessment not paid within ten (10) days from the due date thereof, a late charge not exceeding \$25.00 shall be added to such assessment. Each assessment not paid within such ten (10) day period of time shall also bear interest at the rate of ten percent (10%) per annum from the date due until paid and the Association may also collect reasonable attorneys fees and costs of court in the event that the collection of such assessment is turned over to an attorney for collection. The holder of the mortgage or deed of trust on any Unit shall be given written notification from the Association of any default by the owner of such Unit in the performance of the owner's obligation to pay assessments which is not cured within thirty days. All liens for assessments made by the Association shall be prior to other liens, except liens for taxes or special assessments levied by the state and any political subdivision thereof, and liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for common expenses became due. Each Owner, to additionally secure and enforce the payment of the assessments, upon accepting title to a Unit shall be deemed to have granted, bargained and sold and by these presents do grant, bargain and sell to F.L. Bush and George C. Black, Jr., as Trustees, jointly and severally, and to their successors in trust, the Unit owned by such Owner, to have and to hold the said unit unto the said Trustees or their successors forever, and

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further covenanting and agreeing to warrant and forever defend the premises aforesaid, and every part thereof, unto the said Trustees or their successor, against every person whomsoever lawfully claiming or to claim the same or any part thereof, in trust, however, upon the following terms and conditions: that is the Owner shall pay off and discharge, as they become due, each assessment validly levied by the Association, according to its tenor and effect during the term of this Declaration, then this conveyance shall become null and void and shall be released by the Association; but should any Owner make default in the punctual payment of such assessments, then in that event, the Trustees or any of them, or their successors are hereby authorized and empowered to sell the Unit owned by the defaulting Owner at the courthouse door of Dallas County, Texas, to the highest bidder for cash, at public auction, first giving notice of the time, place and terms of sale, by posting or causing to be posted written notices for at least twenty-one (21) days in accordance with the laws of the State of Texas regulating sales of real estate under deeds of trust; and to make, execute and deliver to any purchaser or purchasers of said Unit at such sale, good and sufficient deed or deeds in the name of the Owner of the Unit, conveying the Unit so sold in fee simple with a general warranty of title and with the proceeds of such sale, after deducting 5% of the amount of sale as compensation to the Trustees and all other expenses incident to the enforcement of this trust, the Trustee shall pay the full amount of assessments due the Association, and the balance, if any, shall be paid to the Owner of such Unit foreclosed. If the Owner or those holding under them shall remain in possession of said Unit after sale as above, however made, such Owner or those holding under such Owner shall become the tenants at the sufferance of the purchaser. In the event of the death or the failure of the Trustees herein to act, the Association may appoint in writing a substitute trustee who shall succeed to all the rights and powers heretofore granted to the Trustees herein. The foregoing procedure for foreclosure shall be cumulative of any and all other rights and remedies of the Association for foreclosure of the lien, including, but not limited to, foreclosure of the lien by suit by the Association or any authorized officer thereof, acting in behalf of the Association, in like manner as foreclosure on mortgages on real property which right is hereby expressly reserved to the Association. No such foreclosure, whether pursuant to the trust herein given or by judicial sale shall affect or impair any prior lien. The Association or any authorized officer thereof, acting in behalf of the Association, shall have power to bid on the Unit foreclosed on at the foreclosure sale, and to acquire, hold, lease, mortgage and convey the same in behalf of the Association. The purchaser acquiring title to such Unit at such foreclosure sale, whomever he may be, and his successors and assigns, shall not be liable for the share of the unpaid common expenses or assessments by the Association chargeable to such Unit which became due prior to acquisition of title at such foreclosure sale, but such unpaid share of expense or assessments shall be deemed to be common expense collectable from all of the Owners, including such purchaser. Upon majority vote of the Board of Directors the late charges provided in this paragraph may be increased, decreased or eliminated entirely.

13. Assessments Collectable Upon Sale. Upon the sale or conveyance of a unit, all unpaid assessments against the seller owner for his pro-rata share of the common expenses, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

- (A) assessments, liens and charges in favor of the state and any political subdivision for taxes due and unpaid on the unit; and
- (B) amounts due under mortgage instruments or deed of trust duly recorded prior to the date payment for such assessments became due.

14. Acquisition of Units by the Association. In the event that the Association shall acquire a unit through purchase from any owner, or by foreclosure or other judicial sale, title to any such unit shall be held by the Association or its designee, corporate or otherwise, on behalf of all owners, in proportion to their respective percentage ownership of the common elements. The lease covering any such unit leased by the Association, or its designee, corporate or otherwise, shall be held by the Association, or its designee, on behalf of all owners, in proportion to their respective percentage ownership of the common elements.

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15. Use of Units and Common Elements. No owner shall occupy or use his unit, or permit the same or any part thereof to be used or leased for any purpose other than as a private residence for the owner, his family, permitted lessors, or guests. Such residential use of a unit shall be in accordance with the bylaws. The common elements shall be used only for the purposes of complementing the permitted uses of units, and in accordance with the bylaws. No unit or part of the common elements shall be used for the practice of any trade, business or profession.

16. Easements. With the exception of an institutional holder, of a First Lien Deed of Trust in a possession of a condominium unit following a default in the First Lien Deed of Trust, any foreclosure proceedings or any deed or other arrangement in lieu of foreclosure, each owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of other units to use the pipes, wires, ducts, cables, conduits, public utility lines and other common elements serving such other units and located in such units. Such easements shall be administered by the Association, which shall have the right of access to each unit to inspect the same, to remove violations therefrom, and to maintain, repair, or replace the common elements contained therein.

17. Encroachments. If any portion of the common elements, general or limited or any portion of a unit changes boundaries or encroaches upon any other unit or upon any portion of the common elements as a result of the settling, rising or lateral movement of a building or buildings in the condominium project, such changed boundaries shall be conclusively presumed to constitute the boundaries of the unit and common elements so affected.

18. Units Subject to Declaration, Bylaws and Rules and Regulations. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of this declaration, the bylaws, and rules and regulations adopted by the Association, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this declaration, the bylaws, and any rules and regulations adopted by the Association, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, shall bind any person having at any time any interest or estate in such unit, as such provisions were recited and stipulated at length in each and every deed or conveyance.

19. Covenants Running with the Land. All of the restrictions, covenants and conditions hereof shall apply to each and every portion of the condominium project and shall be covenants running with the Land. The Developer, his heirs and assigns shall have the right to enforce observance and performance of the restrictions and covenants contained herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all the legal remedies elsewhere provided for herein, to an injunction either prohibitive or mandatory. The Association, and any owner affected, shall likewise have the right either to prevent a breach of any such restrictions or covenants or to enforce the performance thereof.

20. Waiver of Regime and Amendment of Declaration. The regime established for the condominium project shall not be vacated, waived or revoked, or any of the provisions of the Declaration amended unless all of the owners and the mortgagees and holders of deeds of trust upon all of the units unanimously agree to such termination, revocation or amendment by duly approved or recorded instruments; provided, however, that prior to the first annual meeting of the members of the Association, the Developer may, with the written consent of all institutional mortgagees of units in the condominium project (but without the consent of any other owner) amend this declaration, the bylaws and other exhibits in order to correct survey or other errors made in such documents; and further provided that if the Developer alters the dimensions or boundaries of one or more units owned by the Developer, or designates or redesignates parking spaces as limited common elements he shall appropriately amend this declaration and its exhibits to reflect such alterations, including the percentages set forth in Section 7 of Exhibit D by amendment duly executed and recorded by the Developer alone, provided such changes do not affect the percentages allocated to the other units which are not owned by the Developer or the parking spaces appurtenant to the other units. Notwithstanding anything contained to the contrary herein, the Developer can amend this declaration without the consent of any owner or institutional mortgagee provided such an amendment is required by the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA).

21. Interim Control of Association. Until ninety per cent (90%), or sixty-one (61), of the units have been sold, or until a year after the Declaration is duly recorded in the Condominium Records of Dallas County, Texas, whichever is sooner, the Association's affairs shall be managed by the Board of Directors named in the Articles of Incorporation, and the Developer may elect in his discretion to assume and discharge the obligations of the Association with respect to maintenance, repair and restoration of the common elements, as well as other obligations, and to receive the proceeds of assessments levied by the Association; provided, however, that the Developer at his option may require earlier election of the new Board of Directors and assumption by the owners of the affairs of the Association.

22. Invalidity. The invalidity of any provision or provisions of this declaration of the bylaws shall not be deemed to impair or effect in any manner the validity, enforceability or effect of the remainder thereof, and in such event, all of the other provisions of this declaration and the bylaws shall continue in full force and effect as if such invalid provision had never been included herein.

23. Notices. All notices, communications and remittances to the Association shall be sent to it at its mailing address which shall be established from time to time by notice to the owners.

24. Waiver. No provision contained in this declaration or the bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

25. Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this declaration or exhibits nor the intent of any provision hereof.

26. Gender. The use of the masculine gender in this declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice-versa, whenever the context so requires.

27. Governing Law. This declaration shall be governed by the laws of the State of Texas, and obligations hereunder shall be performable and payable in Dallas County, Texas.

IN WITNESS WHEREOF, the Developer has executed this declaration on the day first written above,

ISC PROPERTIES, INC.

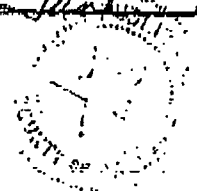
By: [Signature]
F.L. BUSH, President

THE STATE OF TEXAS
COUNTY OF DALLAS

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BEFORE ME, the undersigned authority, on this day personally appeared F.L. BUSH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein expressed as the act and deed of said corporation.

Given under my hand and seal of office on this the 10th day of January 1980.



[Signature]
Notary Public in and for
Dallas County, Texas

EXHIBIT "A"

SITUATED IN THE COUNTY OF DALLAS, STATE OF TEXAS, AND BEING a tract of land located in the City of Dallas, Texas, being part of the Neal McCreary Survey, Abstract 996, Dallas County, Texas.

Being parts of Lots 6, 7 and 8 in Block 1/16/5207 of W. J. Huguley's Annex to Lakeview Addition, according to the plat thereof recorded in Volume 2, page 223 of the Map Records of Dallas County, and

Part of Block 5209, Official City Number, adjoining the northeast line of said Lot 8,

Being known as the property called Tract One in deed from General Conference of Seventh Day Adventists to Office Mart, Inc., recorded in Volume 73228, page 0968 of the Deed Records of Dallas County, and being described more particularly as follows;

Beginning at the intersection of the northwest line of Holly Hill Drive, 50.0 feet wide, with the easterly Right of Way line of the H. & T. C. Railroad, Dallas Loop Line, a steel rod for corner;

Thence N 44° 55' E, along the northwest line of Holly Hill Drive, at 239.18 feet passing the east corner of said Lot 8, and continuing along said line of Holly Hill Drive and its prolongation 270.0 feet, in all a distance of 509.18 feet to a steel rod for corner;

Thence N 45° 46' W, parallel with the northeast line of said Lot 8, a distance of 270.0 feet to a steel rod for corner;

Thence S 44° 55' W, parallel with Holly Hill Drive, at 270.0 feet crossing the northeast line of said Lot 8, in all a distance of 343.17 feet to a steel rod for corner on the easterly Right of Way line of said H. & T. C. Railroad;

Thence S 21° 17' E, along said Railroad Right of Way line, being 115.0 feet perpendicularly distant easterly of and parallel with the center line of its main track, a distance of 62.01 feet to a steel rod for corner at an offset in said Right of Way line;

Thence S 68° 43' W, along said offset, a distance of 40.0 feet to a steel rod for corner;

Thence S 21° 17' E, along said Railroad Right of Way line, being 75.0 feet perpendicularly distant easterly of and parallel with the center of said main track, a distance of 250.7 feet to the place of beginning;

Containing 118,833 square feet of land or 2.728 acres.

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EXHIBIT B
TO THE
CONDOMINIUM DECLARATION
FOR THE
HOLLY GLEN CONDOMINIUMS
(A Condominium)

CONDOMINIUM BYLAWS

Article I

Association

1.1 The government and administration of the condominium project shall be vested in Holly Glen Condominium Owners Association, a Texas non-profit corporation, and its successors, of which all owners of Units shall be the exclusive members, and which shall have the powers and responsibilities of the council of co-owners as defined in the Act.

1.2 Change of membership in the Association shall be established by the recording in the Deed Records of Dallas County, Texas, of a deed or other instrument establishing a record title to a unit and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument shall thereby become a member of the Association, and the membership of the preceding owner, with respect to such unit, shall thereupon be terminated.

1.3 Membership in the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the transfer of ownership of a unit.

1.4 On all matters upon which the membership of the Association is entitled to vote, the vote of each member shall be weighted in the same proportion as his ownership interest in the common elements bears to the total ownership interest of all owners in the common elements, as established in Section 7 of Exhibit O of the declaration.

1.5 Where the record title to any unit in the condominium shall be in more than one person or entity, the record owners shall designate in writing, among themselves, one person to exercise the voting rights, which designation shall prevail until a contrary designation signed by all of the record owners is received by the Association. Where the record title to any unit is in the name of a married person, either spouse shall be entitled to vote, but in the event of a conflict, the record owner shall be entitled to vote.

1.6 Voting by proxy shall be permitted, provided that a written proxy is delivered to the chairman of any meeting at which a person expects to cast a proxy vote.

1.7 Meetings of the members of the Association shall be held at least annually. The first meeting of the members shall be held on (i) ninety (90) days following conveyance by the Developer of ninety per cent (90%) or sixty-one (61), of the units in the Condominium Project or (ii) one year after the Declaration is duly recorded in the Condominium Records of Dallas County, Texas, whichever is sooner. Until the Developer has conveyed sixty-one units, unless the Developer elects by notice to the owners to require the members to elect a new Board of Directors and assume responsibility for the affairs of the Association, the affairs of the Association shall be managed by the Initial Board of Directors named in the Articles of Incorporation, or their successors nominated by the Developer. Until the first meeting of members following conveyance of twenty units by the Developer, the Developer may elect to assume and discharge the obligations of the Association with respect to maintenance, repair and restoration.

1.8 The Association shall have all the powers and shall perform all the duties necessary for the administration of the affairs of the condominium project, including but not limited to the following:

- (A) operation, care, upkeep and maintenance of the common elements;
- (B) determination and estimation of assessments for meeting of common expenses;
- (C) collection of assessments for common expenses from the owners;
- (D) employment and dismissal of the personnel necessary or advisable for the administration of the condominium project;
- (E) adoption of bylaws for the government of the Association provided that they do not violate provision of the declaration and these condominium bylaws;
- (F) adoption and amendment of rules and regulations covering the details of the operation and use of the condominium property and units;
- (G) opening bank accounts on behalf of the Association and designating signatories;
- (H) owning, conveying, encumbering, leasing and otherwise dealing with units conveyed to it as the result of enforcement of the lien for common expenses or otherwise;
- (I) obtaining insurance for the condominium project;
- (J) making repairs, additions, improvements, and alterations to the common elements; and
- (K) doing all things necessary and proper for the sound and efficient management and administration of the condominium project.

1.9 The business and affairs of the Association shall be managed by a Board of Directors, which shall consist of at least three members, all of whom must be members of the Association, with the exception of the initial members of the Board of Directors named in the Articles of Incorporation.

1.10 The Association shall employ a manager or managing agency for the independent management of the condominium project upon such terms and at a compensation to be determined by the Association, to perform such duties and services as the Association shall authorize and delegate. Any such agreement for the management of the condominium project shall provide for termination by either party without cause and without payment of a termination fee, upon thirty (30) days, or less, written notice thereof. Any termination of the management agreement entered into by the Association prior to the end of the contract term provided in such management agreement requires the approval of the institutional holders of First Lien Deeds of Trust.

1.11 Unless otherwise required by these bylaws, decisions of the members shall be by a majority of the percentage interests represented in person or by proxy at any properly called meeting of the members at which a quorum is represented in person or by proxy. A quorum shall be fifty per cent (50%) of the percentage voting interests.

Article II

Operation of the Condominium Project

2.1 Annual Budget. The Board of Directors shall establish an annual budget in advance for each fiscal year. Such budget shall project all ex-

expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the condominium project, including a reasonable allowance for contingencies and replacement and other reserves. The assessment for such year shall be established by the adoption of such annual budget by the Board of Directors. Copies of such budget shall be delivered to each owner, although the non-delivery of a copy of the budget shall not affect the liability of any owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the condominium project in any fiscal year, then the Board of Directors shall have the authority at any time and from time to time to levy such additional assessment or assessments as it shall deem to be necessary for that purpose.

2.2 Payment of Assessments. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the assessment for such year as shown by the annual budget. Such proportionate share for each owner shall be in accordance with the respective percentage share of common expenses allocated to the unit owned by such owner, as set forth in Section 7 of Exhibit D to the declaration. The Association may cause to be sent to each owner, on or before the first day of each month, a statement of the monthly assessment of such owner for such month, but the failure to send or to receive shall not relieve any owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board of Directors shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each owner shall pay his monthly assessments on or before the first day of each month to the Association or managing agency or as may be otherwise directed by the Association. No owner will be relieved of his obligation to pay his assessment for common expenses by abandoning or not using his unit or the common elements.

2.3 Partial Year Assessments. If the first fiscal year for which the budget is prepared shall be less than a full year, then the monthly assessments for each owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of acceptance of a deed by each owner to his unit he shall pay his assessments for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership and interest in the common elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Association.

2.4 Statement of Receipts and Expenditures. Within ninety (90) days after the end of each fiscal year of the Association, or as soon thereafter as shall be practicable, the Association shall cause to be furnished to each owner an annual audited financial statement of the condominium project for such fiscal year so ended, showing the receipts and expenditures relating to the condominium project and such other information as the Association may deem desirable.

2.5 Owner Accounts. The Association shall cause to be kept a separate account for each owner showing the respective assessments charged to and paid by such owner and the status of his account from time to time. Upon ten (10) days notice to the Association, and the payment of a reasonable fee, any owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

2.6 Special Assessments. Special assessments may be made by the Association at any time and from time to time to meet other needs or requirements of the Association and the condominium project, including, but not limited to, capital improvements. However, any such special assessment shall not be levied without the prior approval of at least seventy-five (75%) percent in interest of the owners.

2.7 Default. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of ten (10%) percent per annum from due date until paid in full, and shall include costs and attorney's fees incurred in collection. Each owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments which may be levied against such owner by the Association in accordance with these bylaws, and any unpaid assessments with accrued interest thereon owed with respect to a unit may, at the option of the Association, be collected out of the sales proceeds of such unit in accordance with Section 18 of the Act, and declaration. The Association may, in addition to its rights under Section 18 of the Act, enforce collection of delinquent assessments by suit at law for a money judgment and the expenses incurred in collecting unpaid assessments including interest, costs and attorney's fees shall be chargeable to the owner in default. An owner in default of his obligations hereunder shall not be entitled to vote at any meeting of the Association so long as such default is in existence.

2.8 Maintenance and Repairs.

(A) Each owner shall be responsible for the maintenance and repair of all portions of his unit as defined in Section 4 (B) of the declaration, at his own expense.

(B) All maintenance, repairs and replacements to the common elements, the painting and decorating of the exterior doors and window sash, and the washing of exterior glass shall be made by the Association and shall be charged to all the owners as a common expense, except to the extent that the same are necessitated by the negligence, misuse, or neglect of an owner, in which case such expense shall be charged to such owner.

2.9 Patios, Garden Areas and Balconies. Each patio (terrace), garden area and balcony that is a limited common element for the purpose of maintenance, shall be kept in a clean and sanitary condition by the owner of the unit entitled to its use, and who shall also make all repairs thereto, caused or permitted by his negligence, misuse or neglect. All other repairs to such patio (terrace), garden area or balcony shall be made by the Association, and the cost thereof shall become a common expense.

2.10 Additions, Alterations, or Improvements by Owners. No owner shall make any structural addition, alteration or improvement to his unit, without the prior written consent of the Association. The Association shall have the obligation to answer any written request by an owner for approval of a proposed structural addition, alteration or improvement in such owner's unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Association to the proposed addition, alteration or improvement. An owner shall perform no work that will impair the structural soundness or integrity of the buildings or safety of the property or impair any easement without the written consent of all of the members of the Association. An owner shall not paint or decorate any portion of the exterior of his unit or any other common element, including patio fences, balcony walls or carports, without first obtaining the written consent of the Association.

2.11 Decorating. Each owner shall furnish and be responsible for, at his own expense, all of the decorating within his own unit from time to time, including painting, wall-papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other fur-

ings and interior decorating. Each owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings. Such owner shall maintain such interior surfaces in good condition at his own expense, as may be required from time to time. The use of and the covering of the interior surfaces of window, whether by draperies, shades or other items visible from the exterior of the unit, shall be subject to the rules and regulations of the Association. Decorating of the common elements (other than the interior surfaces within the unit as above provided), and any redecorating of units to the extent made necessary by any damage to existing decorating of such units caused by maintenance, repair or replacement work on the common elements by the Association, shall be furnished by the Association as part of the common expenses. The interior surfaces of all windows forming part of a perimeter wall of a unit shall be cleaned and washed at the expense of each respective owner, and the exterior surfaces of such windows shall be cleaned and washed as part of the common expenses by the Association at such time or times as the Association shall determine.

2.12 Entry for Repairs. While an owner's right of privacy is to be scrupulously observed at all times by the Association and its agents, the managing agency and/or any other person authorized by the Association or the managing agency, may enter a unit for the purpose of inspecting and correcting any conditions originating in such unit and threatening another unit or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in such unit, provided a request for entry is made in advance and that any such entry is at a time reasonably convenient to the owner. In case of emergency, such entry may be immediate, whether the owner is present at the time or not. Notice of such entry and the reason therefor shall be furnished to the owner as soon as practicable thereafter. In the event of such emergency entry, any costs for repairs caused by such entry shall be borne as a common expense by the Association. If requested by the Association, each owner shall furnish to the Association a duplicate key to the entrance door of his unit. In the event any portion of the general or limited common elements encroaches upon any unit, or any unit encroaches upon the general or limited common elements, as a result of the construction, reconstruction, or repair, shifting, settlement, or movement of any portion of the Project, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

2.13 Restrictions on Use. In order to provide for congenial occupancy of the condominium project and for the protection of the values of the units, the use of the condominium project shall be restricted to private residential housing and any common recreational facilities relating thereto.

(A) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of units. No trailer, mobile home, shack, camper or structure of temporary character shall at any time, ever be used as a permanent or temporary residence within the condominium project, or moved onto or permitted to remain within the condominium project, except such as may be necessary during the construction of permanent structures. No tent or camping shall be permitted within the condominium project without the written permission of the Association.

(B) With the exception of an institutional holder of a First Lien Deed of Trust in possession of a condominium unit following a default in the First Lien Deed of Trust, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no units shall be used for any other purpose than private residential purposes.

(C) An owner may lease his unit for the same purposes as he may occupy the unit, provided, however, that there be a formal lease agreement entered into between the owner and the Lessee which shall provide for a term of at least six (6) months.

(D) No owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the condominium project. No owner shall store any dangerous explosive or inflammable liquids or other materials either in his unit or upon the common elements.

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(E) No signs or other advertising devices shall be displayed which are visible from the exterior of any unit or on the common elements, including "for sale" signs, without written permission from the Association, and no owner shall erect any antennas or awnings, or place reflective material in the windows of his unit without prior written permission of the Association.

(F) No animal shall be kept in a unit or on the common elements except common and domesticated household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than two household pets may be kept without written permission of the Association. No pets may be permitted to run loose upon the common elements, and any owner who causes any animal to be brought or kept in the condominium project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor.

(G) The common elements (other than the utility facilities, if any, in the buildings which will be regulated as to use by the Association) shall not be used for storage of supplies, personal property or trash or refuse of any kind except common trash receptacles placed at the discretion of the Association, nor shall the common elements be used in any way for the drying, shaking or airing of clothing or other fabrics. Stairs, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way nor shall unauthorized persons or pets play therein or thereon or use them for other than their intended purposes. In general, no activities shall be carried on nor condition permitted by any owner either in his unit or upon the common elements which despoils the appearance of the condominium project.

(H) Each owner shall maintain his unit and any limited common elements appurtenant thereto in clean, safe and sanitary condition. Each owner shall also use due care to avoid damaging any of the common elements including, but not limited to, the central air-conditioning and heating, telephone, water, gas, plumbing, power or other utility systems throughout the condominium project, and each owner shall be responsible for his negligence or misuse of any of the common elements or of his own facilities resulting in damage to the common elements.

(I) None of the restrictions contained herein shall apply to the commercial activities or signs or billboards, if any, of the Developer during the sales period of the condominium project, which sales period shall be deemed to be the time of the conveyance by the Developer of ninety percent (90%), or sixty-one of the units in the condominium project, or one year after the Declaration is duly recorded in the Condominium Records of Dallas County, Texas, whichever is sooner, or, with the prior written approval of the Association, those of the Association in furtherance of its powers and purposes set forth herein and in the Declaration.

(J) No nuisances shall be allowed in the condominium project nor shall any use or practice be allowed which is a course of annoyance to its residents or which interferes with the peaceful possession or proper enjoyment of the condominium project by its residents.

(K) No immoral, improper, offensive or unlawful use shall be made of the condominium project or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violation of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the condominium project, shall be eliminated, by and at the sole expense of the owners or the Association, whichever shall have the obligation to maintain or repair such portion of the property.

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(L) Rules and regulations concerning the use of the units and the common elements may be promulgated and amended by the Association. Copies of such rules and regulations shall be furnished by the Association to each owner prior to the time when the same shall become effective, but failure to furnish as aforesaid shall not affect the applicability or validity thereof. In the event of a failure of any unit owner to comply with the provisions of the Declaration, Articles of Incorporation of the Association, these By-Laws and any rules or regulations concerning use of the units and common elements passed by the Association, the Association, or any aggrieved unit owner, may enter suit for injunctive relief enjoining the continued failure to comply, or may enter suit for damages because of such failure to comply, or may exercise both remedies if appropriate.

ARTICLE III

3.1 Insurance. The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, and, if required by law, workman's compensation insurance (such master policy being hereinafter referred to as the "master policy"), with respect to the condominium project and the Association's administration thereof in accordance with the following provisions:

(A) Purchase. The master policy shall be purchased by and in the name of the Association for the benefit of the Association, the Developer, the owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of appropriate mortgage endorsements to the mortgagees of the owners. Such policy shall include coverage for the buildings and the units as originally delivered, but may exclude contents of the units, such as non-built-in appliances, draperies, carpets, personal property of the owners and all additions, improvements and betterments to the units. The owners may obtain insurance coverage at their own expense upon their personal property, and in addition, shall obtain comprehensive personal liability insurance providing liability coverage for damage to person or property of others, in such amounts as shall from time to time be determined by the Board of Directors of the Association, but in no case less than \$100,000 for each occurrence. A copy of such policy or a certificate of coverage issued by the insurance carrier shall be delivered to the Association. The Association and the owners shall use their best efforts to see that all property and liability insurance carried by an owner or the Association shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against the owners or the Association and the respective servants, agents and guests of the owners or the Association, as the case may be, provided that the owners shall not be required to obtain such waivers of subrogation with respect to liability coverage.

(B) Coverage. All buildings, improvements, personal property and other common elements of the condominium project, and the units, excluding personal property and improvements, betterments and additions to the original units, shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value thereof, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association may, in its sole discretion, elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use. The Association shall use its best efforts to see that the liability insurance carried by the Association shall contain cross-liability endorsements as follows:

"It is hereby understood and agreed that the inclusion of more than one Named Insured or Insured under this policy shall not in any way affect the insurance afforded such Named Insured or Insured either as respects any claim, demand, suit or judgment made or brought by or in favor of any employee of such other Named Insured or Insured. This policy shall pay damages in behalf of each Named Insured or Insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the company's total liability for all Named Insureds and Insureds beyond the limits of liability stated elsewhere in this policy; further, nothing herein shall operate to diminish or negate coverage which would have otherwise been afforded each and all Named Insureds and Insureds under this policy had this endorsement not been attached thereto.

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In the event of substantial damage to or destruction of any unit or any part of the general or limited common elements, the institutional holder of any First Lien Deed of Trust on a Unit will be entitled to timely written notice of any such damage or destruction.

In the event a Unit, or portion thereof, or the general or limited common elements of the project, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding, or otherwise sought to be acquired by a condemning authority, then the institutional holder of any First Lien Deed of Trust on a Unit will be entitled to timely written notice of such proceeding or proposed acquisition. Notwithstanding anything to the contrary contained in the Declaration of these Bylaws, the owner or any other party shall have no priority over such institutional holder with respect to the distribution of the proceeds of any awards or settlement that is made with respect to an award or settlement for fire, casualty or other disaster, or for condemnation.

(C) Premiums. All premiums upon insurance purchased by the Association pursuant to these bylaws shall be common expenses, except to the extent of any increase in premiums attributable to the conduct of an owner with respect to his unit or to the common elements, in which case such increase shall be assessed against such owner.

(D) Proceeds. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the owners and their mortgagees as their interests may appear, provided, however, whenever repair or reconstruction of the condominium project shall be required, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction under the declaration shall be applied to such repair or reconstruction.

(E) Attorney-in-fact. Each owner, by ownership of a unit in the condominium project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the master policy. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds and to distribute the same to the Association, the owners and their respective mortgagees (subject to the provisions of these bylaws, the declaration and the Act) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such owner and the condominium project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any unit nor the liability of any owner for occurrences therein not caused by or connected with the Association's operation, maintenance or use of the condominium project.

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

(A) Sufficient proceeds. In case of fire, casualty or any other disaster, subject to the provisions of (C) and (D) below, the insurance proceeds, if sufficient to reconstruct the condominium project, shall

be applied to such reconstruction. Reconstruction of the condominium project, as used in this paragraph, means restoring the property to substantially the same condition in which it existed prior to the fire, casualty or other disaster, with each unit and the buildings having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Association or its duly authorized agents.

(B) Insufficient proceeds. If the insurance proceeds are insufficient to reconstruct the condominium project, damage to or destruction thereof shall, subject to the provisions of (C) and (D) below, be promptly repaired and restored by the Association or its duly authorized agent, using proceeds of insurance, if any, on the condominium project for that purpose, and the owners shall be liable for assessment for any deficiency as hereinafter provided.

(C) Less than two-thirds destruction. If less than two-thirds of the condominium project (as determined by a majority vote or written consent of all of the owners in the exercise of their sole discretion) are destroyed or substantially damaged by fire or any other disaster, then the condominium project shall be rebuilt or repaired, unless the members of the Association by a unanimous vote or written consent, elect not to repair such damage.

(D) Two-thirds or more destruction.

(1) If two-thirds or more of the condominium project (as determined by majority vote or written consent of all of the members of the Association in the exercise of their sole discretion), are destroyed or substantially damaged by fire or any other disaster and if the members of the Association, do not voluntarily, by a unanimous vote or written consent, within one hundred eighty (180) days after determination of the amount of the Association's insurance proceeds resulting from such destruction or damage, make provision for reconstruction (unless within such period the buyout contemplated in the last paragraph of this sub-section is effected), the condominium regime shall be deemed to have been waived and the Association shall take all action required under the Act to regroup and merge the fillet estate with the principal property, whereupon:

(i) the property shall be deemed to be owned in common by the owners;

(ii) the undivided interest in the property owned in common which shall appertain to each owner shall be the percentage of the undivided interest previously owned by such owner in the common elements;

(iii) any liens affecting any of the condominium project shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of each owner of the property; and

(iv) the property shall be subject to an action for partition at the suit of any owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the owners in a percentage equal to the percentage interest owned by each owner in the common elements, after first paying out of the respective shares of the owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each owner;

(2) Notwithstanding the foregoing provisions hereof, in the event of destruction or substantial damage to two-thirds (2/3) or more of the Condominium Project, the owners may, by affirmative vote of at least three-fourths (3/4) of the voting power (with the vote of each member weighed pursuant to Section of these Bylaws), at a meeting of the members of the Association duly called for such purpose, elect to sell or otherwise dispose of the property. Such action shall be binding upon all owners

and it shall thereupon become the duty of every owner to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary to effect the sale.

(3) Notwithstanding the foregoing provisions hereof, in the event of damage to two-thirds (2/3) or more of the condominium project and unanimous vote has not been obtained for reconstruction at the meeting held in accordance with the provisions of the first paragraph of this Section 2, the Association may, by affirmative vote of at least three-fourths (3/4) of the voting power (with the vote of each member weighed pursuant to Section of these Bylaws) of the members, elect to purchase all the interests in the condominium project of those owners not voting to rebuild. Such action will be binding upon the Association and all owners and it shall thereupon become the duty of the Association and every owner to execute and deliver such instruments and to perform all acts as in manner and form as may be necessary to effect the sale and purchase. The purchase price for the interest of an owner shall be equal to his percentage interest in the Association's insurance proceeds plus an amount equal to his percentage interest in an amount equal to the then market value of the condominium project, considered as a whole, excluding such insurance proceeds. In the event the parties are unable to agree upon the purchase price, the price shall be determined by appraisal as follows: the Association shall select one appraiser to act for them; within thirty (30) days of the Association's appointment of an appraiser, the selling owners shall appoint an appraiser to act for them; forthwith the two appraisers acting together shall select a third appraiser by mutual agreement; and the three appraisers shall be a vote of the majority of the group determine the purchase and sale price with respect to each owner selling hereunder. Forthwith all such purchases and sales shall be closed, with the Association financing the same. Within fifteen (15) days of the last such closing, the Association shall cause to be held a special meeting of members for the purpose of securing approval of reconstruction.

3.3 Repair of Interior of Unit. Each owner shall be responsible for the reconstruction, repair or replacement of the interior of his unit, including but not limited to, the floor coverings, wall coverings, window shades, draperies, furniture, furnishings, decorative light fixtures, improvements, betterments and additions to his unit, except the original built-in appliances. Each owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or replacement of any portion of the condominium project necessitated by his negligence or misuse by his family, guests, agents, servants, employees, lessees or contractors. In the event damage to all or any part of the interior of an owner's unit is covered by insurance held by the Association for the benefit of such owner, then such owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of an owner's unit is not covered by insurance held by the Association for the benefit of such owner, then such owner shall begin reconstruction or repair of his unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

3.4 Application of Insurance proceeds. As soon as possible after the occurrence of a casualty which causes damage to any part of the condominium project for which the Association has insurance coverage (hereinafter referred to as the "casualty"), the Association shall obtain reliable and detailed cost estimated of the following:

(A) the cost of restoring all damage caused by the casualty to the general and limited common elements (hereinafter referred to as the "common element costs"); and

(B) the cost of restoring that part of the damage caused by the casualty to each unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "unit costs"). All insurance proceeds available to the

Association with respect to the casualty shall first be applied to the payment of the actual common element costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual unit costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against the owners by the Association in the following manner:

- (i) all owners shall be assessed on the basis of their percentage interest in the common elements for the payment of the estimated common element costs not otherwise paid for by insurance held by the Association; and
- (ii) each owner of a damaged unit shall be assessed an amount equal to the difference between his estimated unit costs less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the casualty by a fraction, the numerator of which is his estimated unit costs and denominator of which is the total of all of the estimated unit costs.

3.5 Condemnation. In the event of any taking of any unit in the condominium project by eminent domain, the owner of such unit shall be entitled to receive the award for such taking and after acceptance thereof he and his mortgagee shall be divested of all interest in the condominium project of such owner shall vacate his unit by virtue of such taking. If any repair or rebuilding of the remaining portions of the condominium project is required as a result of such taking a majority of the remaining owners in interest shall determine by vote or written consent whether to rebuild or repair the condominium project or to take such other action as such remaining owners deem appropriate. If no repair or rebuilding shall be required, or shall be undertaken, then the remaining portion of the condominium project shall be resurveyed and the declaration and Exhibits C and D thereto shall be amended to reflect such taking and to proportionately readjust the percentages of ownership of the remaining owners based upon a continuing total ownership of the condominium project of one hundred percent (100%).

ARTICLE IV

4.1 Sales and Leases. Upon entering into a contract of sale or lease of a unit, the owner shall notify the Association of such fact. Each deed or lease conveying a unit, together with the interest in the common elements appurtenant thereto, shall provide that the acceptance thereof by the grantee, or lessee, as the case may be, shall constitute an acceptance of an agreement to be bound by the provisions of the Declaration, these bylaws, and the rules and regulations promulgated by the Association with relation to the condominium project, as the same may be amended from time to time.

4.2 Financing of Purchase of Units by Association. In the event the Association should acquire a unit at foreclosure or, otherwise as permitted by the declaration or these bylaws, such acquisition by the Association may be made from the working capital of the Association and common charges in the hands of the Association, or if such funds are insufficient, the Association may levy an assessment against each owner in proportion to his ownership interest in the common elements, as a common charge, which assessment shall be enforceable in the same manner as regular assessments, or the Association, in its discretion, may borrow money to finance the acquisition of such unit, provided, however that no financing may be secured by an encumbrance or hypothecation of any property other than the unit together with the interest in the common elements appurtenant thereto, so to be acquired by the Association.

ARTICLE V

5.1 Records and Audits. The Association or the managing agent shall keep detailed records of the actions of the Association and the managing agent, minutes of the meetings of the Board of Directors of the Association,

minutes of the meetings of the members of the Association, and financial records and books of account of the condominium project including a chronological listing of receipts and expenditures, as well as a separate account of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the condominium project, certified by an independent certified public accountant, shall be rendered by the Association to all owners as soon as possible after the end of each fiscal year. Copies of the declaration, these bylaws and rules and regulations promulgated by the Association, as the same may be amended from time to time, shall be maintained at the office of the Association and shall be available for inspection by owners and their authorized agents during reasonable business hours.

ARTICLE VI

The Association, all present or future owners, tenants, future tenants, or any other persons using the facilities of the condominium project, are subject to and shall comply with the Act, the declaration, these bylaws, and the Articles of Incorporation and rules and regulations of the Association. The acquisition, occupancy or rental of a unit shall signify that the declaration, these bylaws, and the Articles of Incorporation, and the rules and regulations of the Association are accepted and ratified. In the event that the declaration, these bylaws, the Articles of Incorporation, the bylaws of the Association, or the rules and regulations of the Association conflict with the provisions of the Act, then the Act shall govern. In the event that the bylaws of the Association shall be inconsistent with the declaration, or these bylaws, then the declaration and these bylaws shall be controlling.

ARTICLE VII

7.1 These Bylaws may be amended by the members of the Association from time to time by approval of the majority of the owners voting power. The Bylaws may not be amended for a period of time (i) no later than the time of the conveyance by the Developer of ninety percent (90%), sixty-one (61) of the units in the Condominium Project or (ii) one year after the Declaration is duly recorded in the Condominium Record of Dallas County, Texas, whichever is sooner, in such a manner so as to adversely affect the Developer without the Developer's consent.

7.2 Notwithstanding anything contained herein to the contrary, if any proposed amendment to these bylaws would have the effect of altering or modifying any of the protections afforded first mortgagees pursuant to the regulations promulgated by the Federal Home Mortgage Loan Corporation and/or the Federal National Mortgage Association, then and in any such event any such proposed amendment must first be approved by the first mortgagees of a majority of the units before it shall be effective. Additionally, no amendment hereof shall in any way operate to discriminate against any owner or group or class of owners or against any unit or group or class of units without the prior written consent of the owner(s) or unit(s) to be affected thereby, nor shall any amendment make any change in the provisions herein, if any, relating to insurance and/or repair or reconstruction in the event of casualty or damage without the prior written consent of all record holders of first mortgages to be affected thereby.

ARTICLE VIII

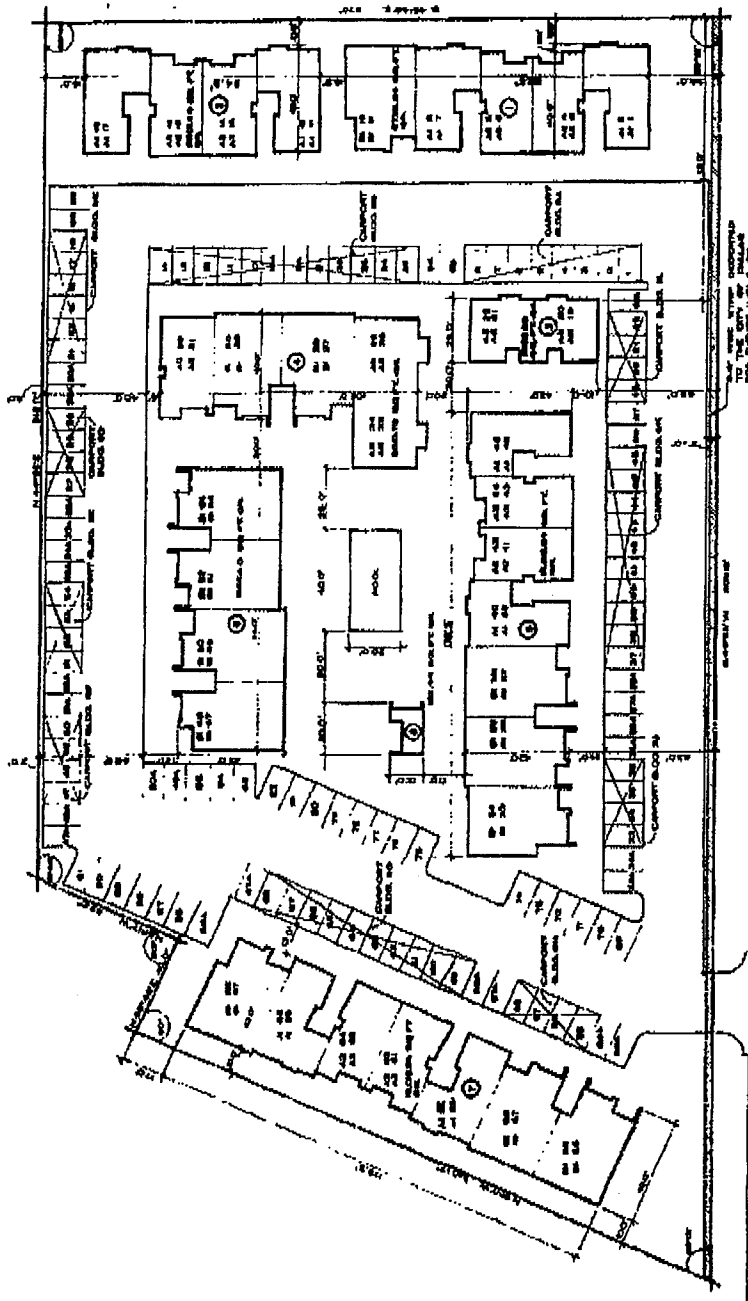
8.1 Failure to comply with any of the terms of the Declaration, these bylaws, the Articles of Incorporation or bylaws or duly adopted rules and regulations of the Association, shall constitute an event of default and shall be grounds for relief, which may include without limitation, an action to recover sums due for damages and injunctive relief, or any combination thereof.

8.2 In any proceeding arising because of an alleged default by any owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorney's fees.

8.3 The failure of the Association or of any owner to enforce any right, provision, covenant or condition which may be granted by the declaration, these bylaws, the Articles of Incorporation, bylaws or duly adopted rules and regulations of the Association shall not constitute a waiver of the right of the Association or of any such owner to enforce such right, provisions, covenant or condition in the future.

V. PAGE 1

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SITE PLAN

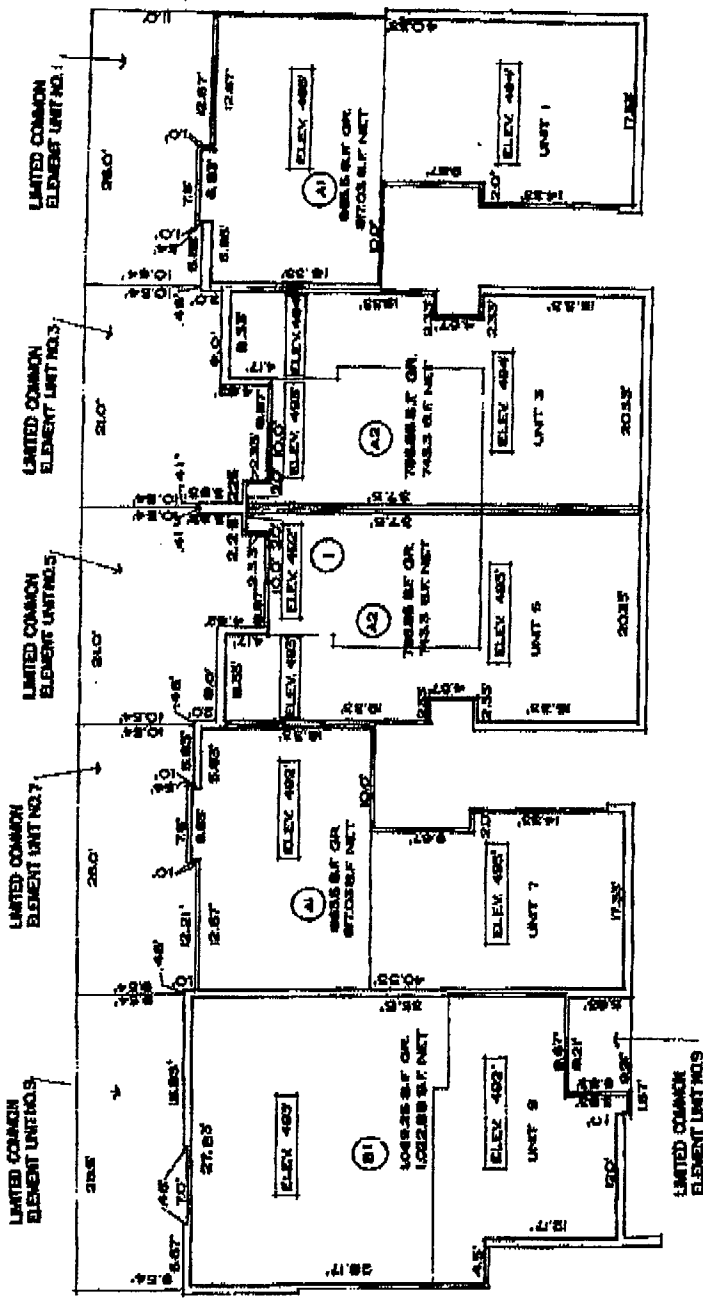


ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

EXHIBIT "C" OF 1-10-15

V PAGE :

80117 1349



FIRST FLOOR

BUILDING NO. 1

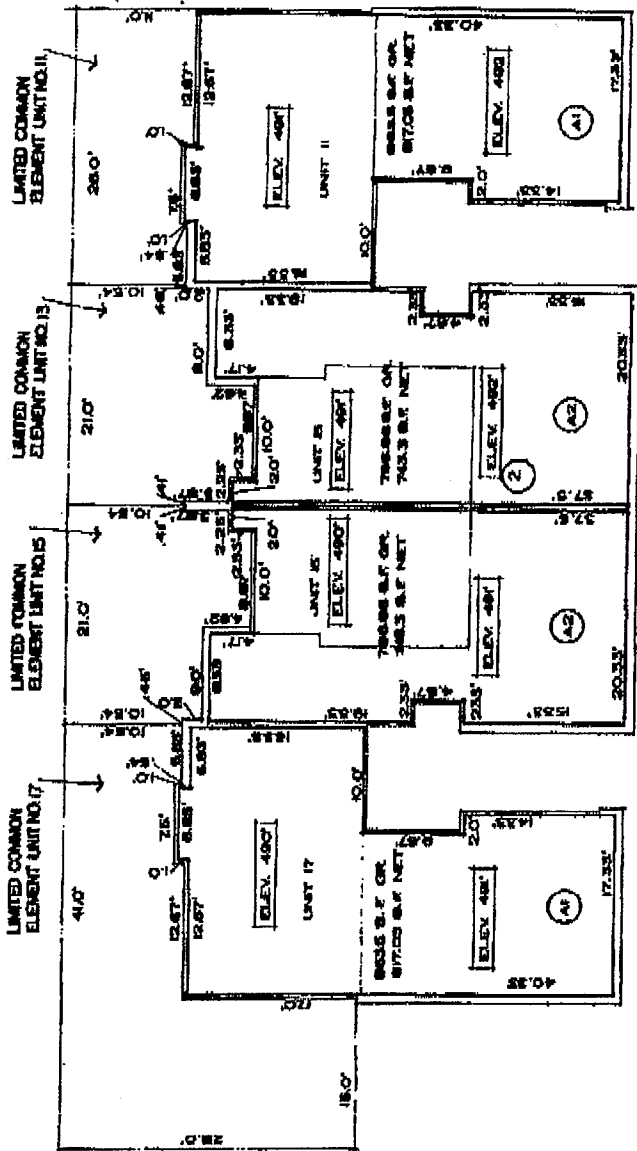
BUILDING 1 SHOWING LOCATION SQUARE FOOTAGE AND THE DIMENSIONS OF UNITS 1, 5, 7, 9 DESIGNATED AS BUILDING NO. 1, 2023 HOLLY HILL. DIMENSIONS OF THE UNITS ARE TO THE INSIDE WALLS. ALL AREAS OUTSIDE OF THE UNITS ARE A PART OF THE COMMON ELEMENTS.



UNIT NO.	FULL CEILING EL.
1	900.0"
3	900.0"
5	900.0"
7	900.0"
9	900.0"

EXHIBIT "C" pg. 2 of 15

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FIRST FLOOR

BUILDING NO. 2

BUILDING 2 SHOWING LOCATION/SQUARE FOOTAGE AND THE DIMENSIONS OF UNITS 11, 13, 15, 17 DESIGNATED AS BUILDING NO. 2 7525 HOLLY HILL. DIMENSIONS OF THE UNITS ARE TO THE INSIDE WALLS. ALL AREAS OUTSIDE OF THE UNITS ARE A PART OF THE COMMON ELEMENTS

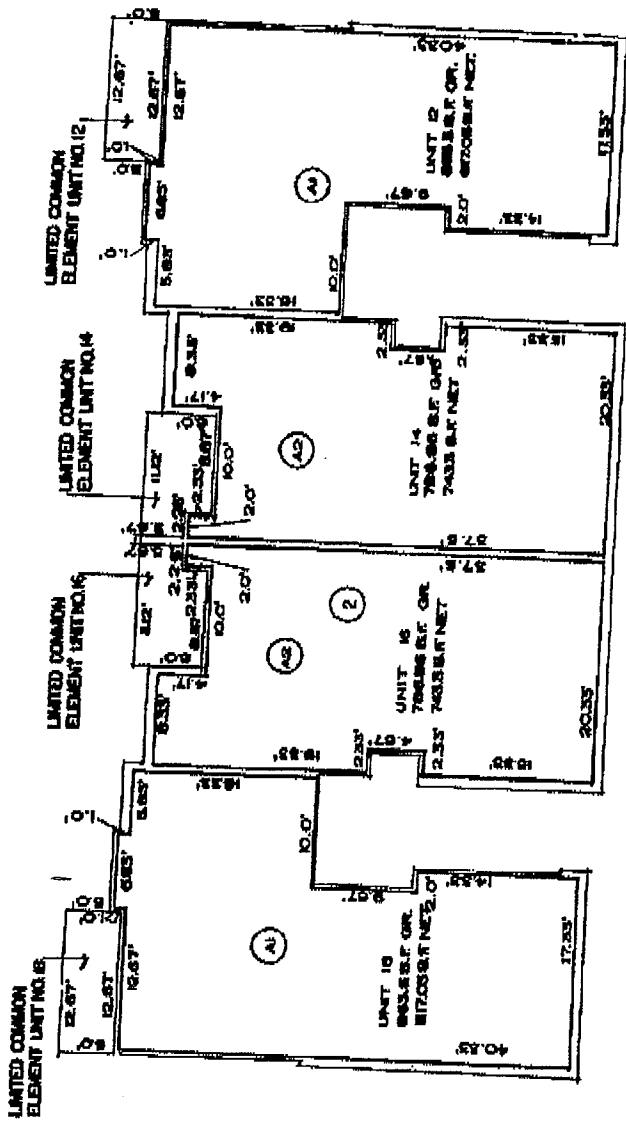
SCALE 1/8" = 1'-0"

UNIT NO.	SQ. FEET
11	500.0'
13	500.0'
15	498.0'
17	498.0'



EXHIBIT "C" pg 4 of 15

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SECOND FLOOR

BUILDING NO. 2

BUILDING 2 SHOWING LOCATION SQUARE FOOTAGE AND THE DIMENSIONS OF UNITS 10, 14, 16 DESIGNATED AS BUILDING NO. 2, 7855 HOLLY HILL. DIMENSIONS OF THE UNITS ARE TO THE INSIDE WALLS. ALL AREAS OUTSIDE OF THE UNITS ARE A PART OF THE COMMON ELEMENTS.

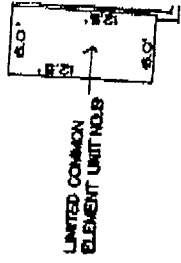
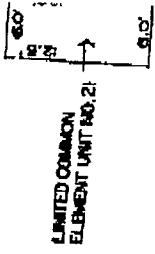


SCALE: 1/8" = 1'-0"

SHEET NO.	FLOOR	FR. CEILING E.
12	0010'	500.0'
14	5010'	500.0'
16	9000'	500.0'
18	5000'	500.0'

EXHIBIT "C" 5 of 15

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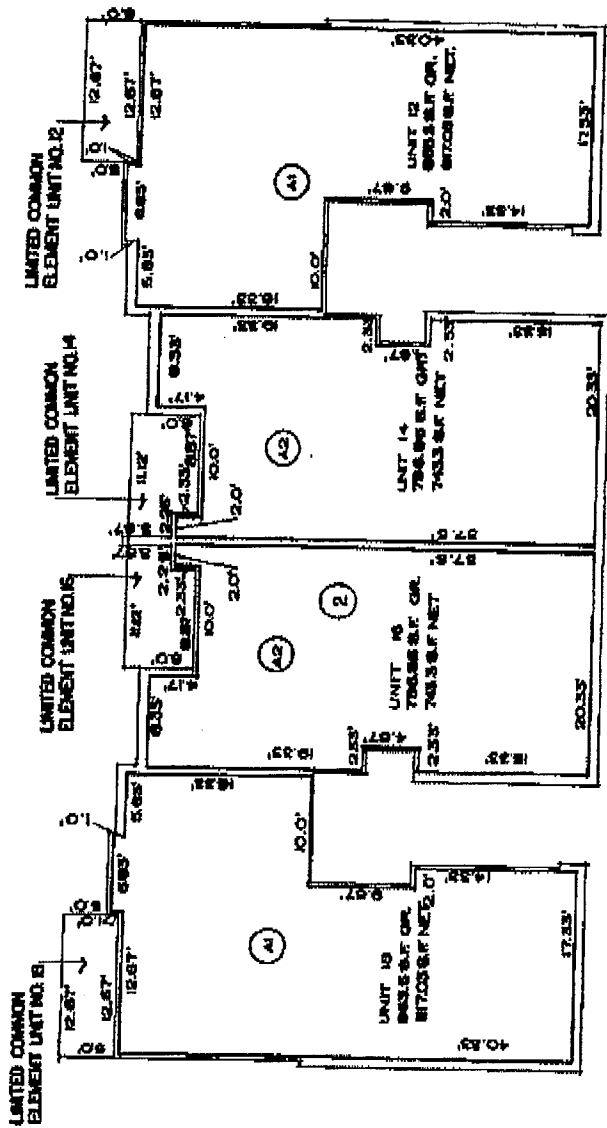


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BUILDING
 BUILDING 3 SH
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 DESIGNATED AS
 HOLLY HILL. OF
 THE ABOVE MAI
 UNITS ARE A B

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SECOND FLOOR

BUILDING NO. 2

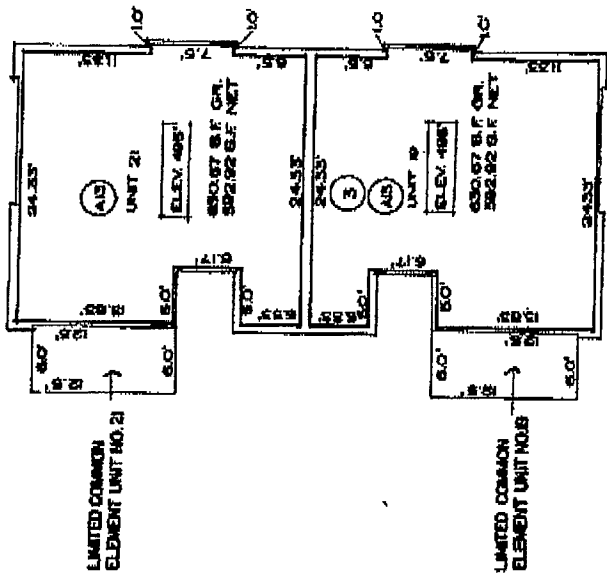
BUILDING 2 SHOWING LOCATION, SQUARE FOOTAGE AND THE DIMENSIONS OF UNITS 12, 14, 16, 18 DESIGNATED AS BUILDING NO. 2, 7325 HOLLY HILL. DIMENSIONS OF THE UNITS ARE TO THE INSIDE WALLS. ALL AREAS OUTSIDE OF THE UNITS ARE A PART OF THE COMMON ELEMENTS.



UNIT NO.	FIN. FLOOR E.L.	FIN. CEILING E.L.
12	501.0'	500.0'
14	501.0'	500.0'
16	500.0'	500.0'
18	500.0'	500.0'

EXHIBIT "C" 5 of 15

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FIRST FLOOR

BUILDING NO. 3

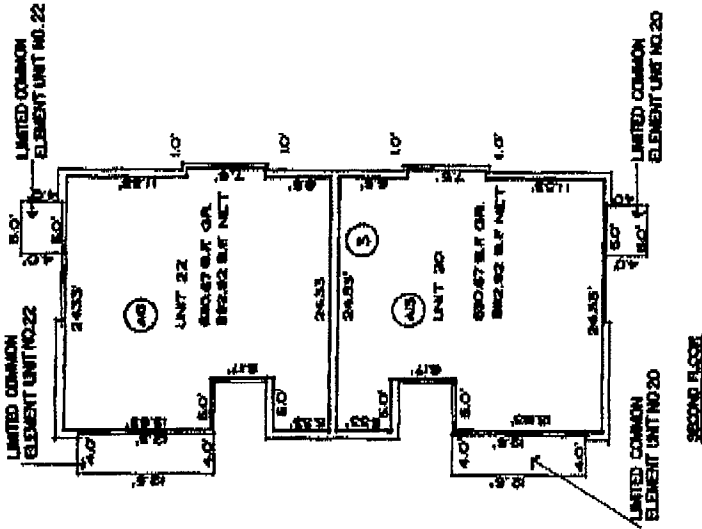
BUILDING 3 SHOWING LOCATION SQUARE FOOTAGE AND THE DIMENSIONS OF UNITS 19, 21 DESIGNATED AS BUILDING NO. 3 7425 HOLLY HILL. DIMENSIONS OF THE UNITS ARE TO THE INSIDE WALLS. ALL AREAS OUTSIDE OF THE UNITS ARE A PART OF THE COMMON ELEMENTS.



UNIT NO	FIN. CEILING E1
19	503.0'
21	503.0'

EXHIBIT "C" pg. 6 of 15

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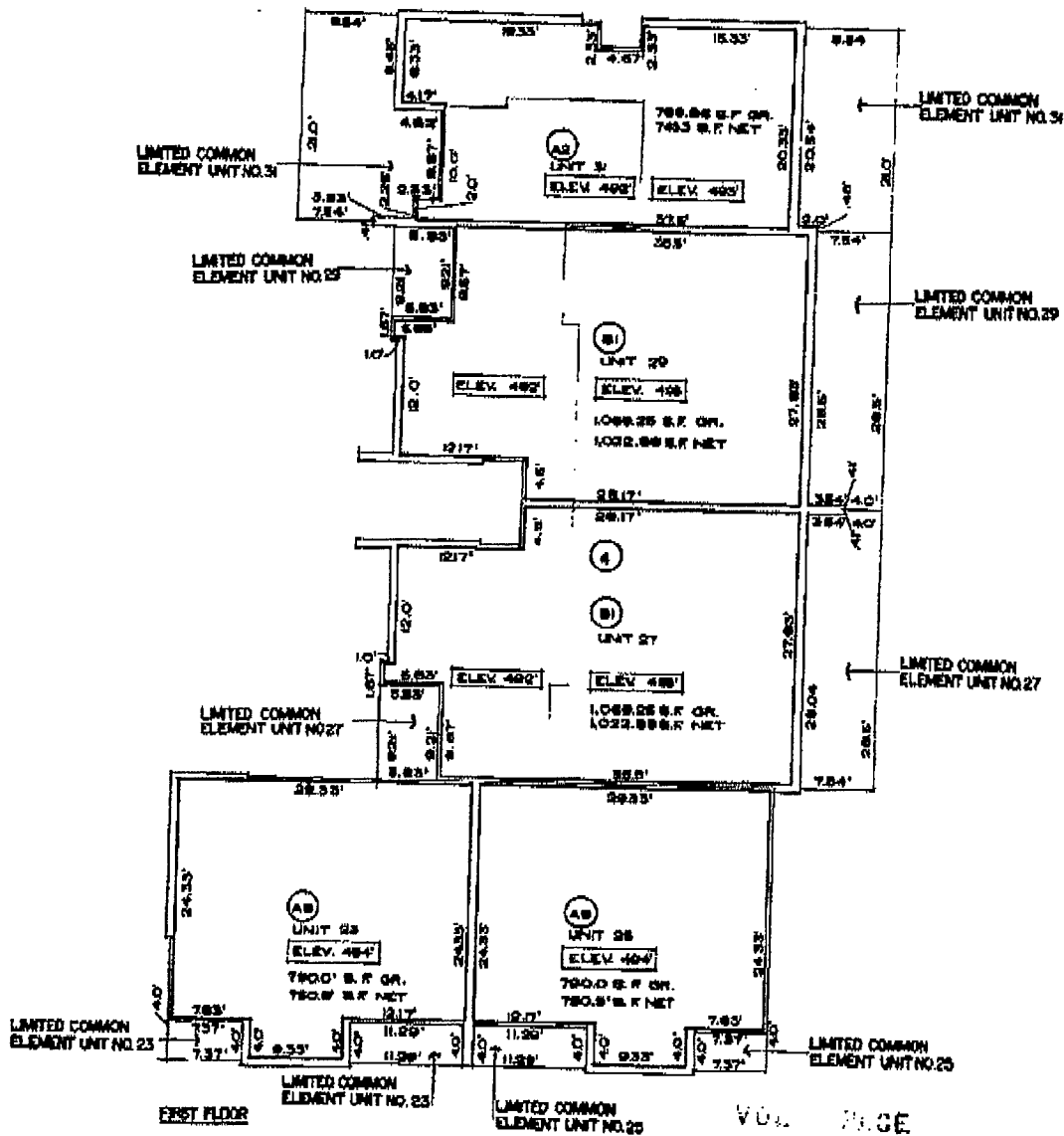
UNIT NO.	FIN FLOOR EL.	FIN. CEILING EL.
20	504.0'	512.0'
22	504.0'	512.0'

EXHIBIT C 7 of 5

BUILDING NO. 3

ALL DIMS. SHOWING LOCATION SQUARE FOOTAGE AND THE SPACING OF UNITS 20, 22 AND 24 AS BELLONGING TO BLDG NO. 3. DIMENSIONS OF THE UNITS ARE TO THE INSIDE WALLS. ALL AREAS OUTSIDE OF THE UNITS ARE A PART OF THE COMMON ELEMENTS.

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BUILDING NO. 4

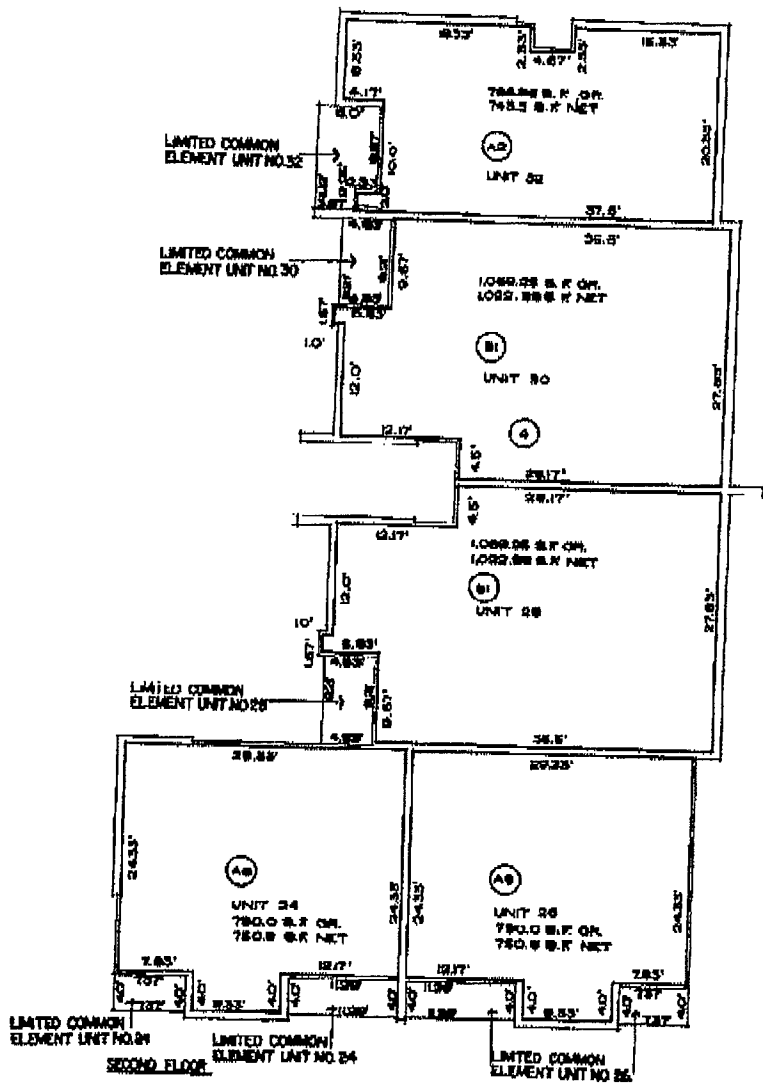


BUILDING 4, SHOWING LOCATION, SQUARE FOOTAGE AND THE DIMENSIONS OF UNITS 23, 25, 27, 29, 31 DESIGNATED AS BUILDING NO. 4 7523 KELLY HILL. DIMENSIONS OF THE UNITS ARE TO THE INSIDE WALLS. ALL AREAS OUTSIDE OF THE UNITS ARE A PART OF THE COMMON ELEMENTS.



UNIT NO.	FIN. CEILING EL.
23	502.0'
25	502.0'
27	501.0'
29	501.0'
31	501.0'

EXHIBIT 'C' 8 of 15



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80117.1357

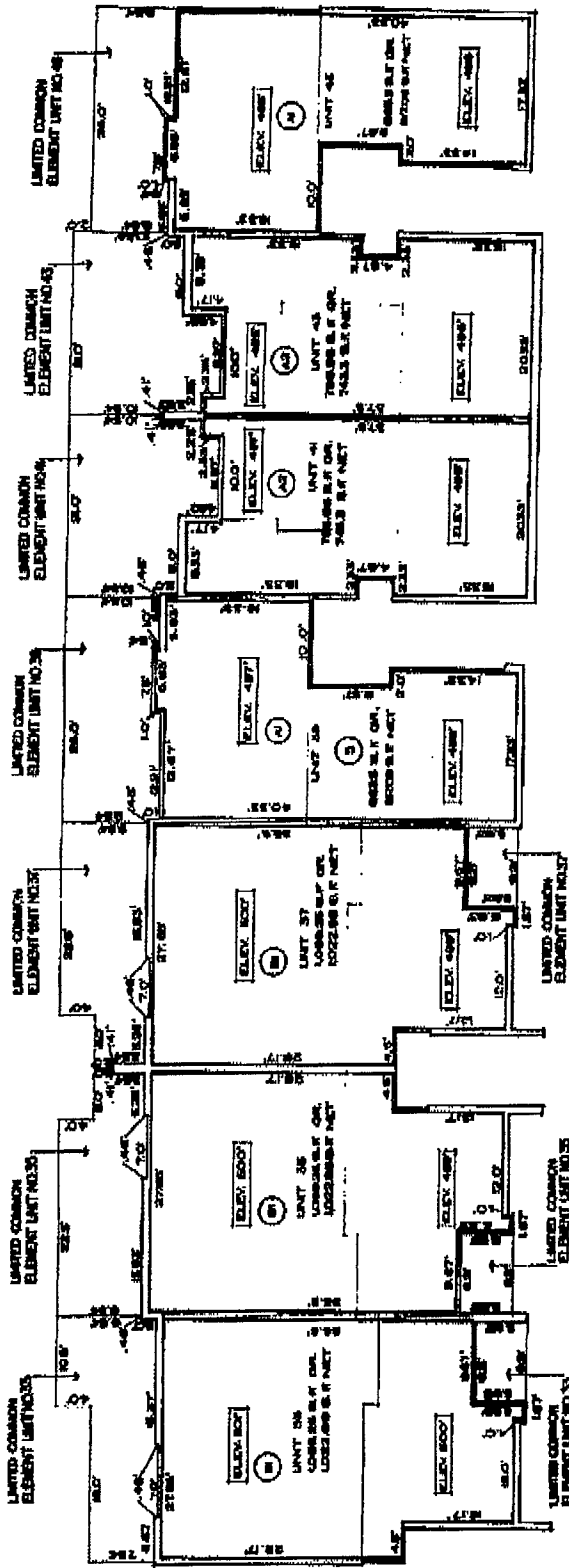
BUILDING NO. 4

BUILDING 4 SHOWING LOCATION, SQUARE FOOTAGE AND THE DIMENSIONS OF UNITS 24, 26, 28, 30, 32 DESIGNATED AS BUILDING NO. 4 7525 RFD BY H.M.L. DIMENSIONS OF THE UNITS ARE TO THE INSIDE WALLS. ALL AREAS OUTSIDE OF THE UNITS ARE A PART OF THE COMMON ELEMENTS.



UNT NO.	FIN. FLOOR EL.	FIN. CEILING EL.
24	505.0'	511.0'
26	505.0'	511.0'
28	505.0'	511.0'
30	505.0'	511.0'
32	505.0'	511.0'

EXHIBIT 'C' 9 of 15



FIRST FLOOR

BLDG. NO. 5

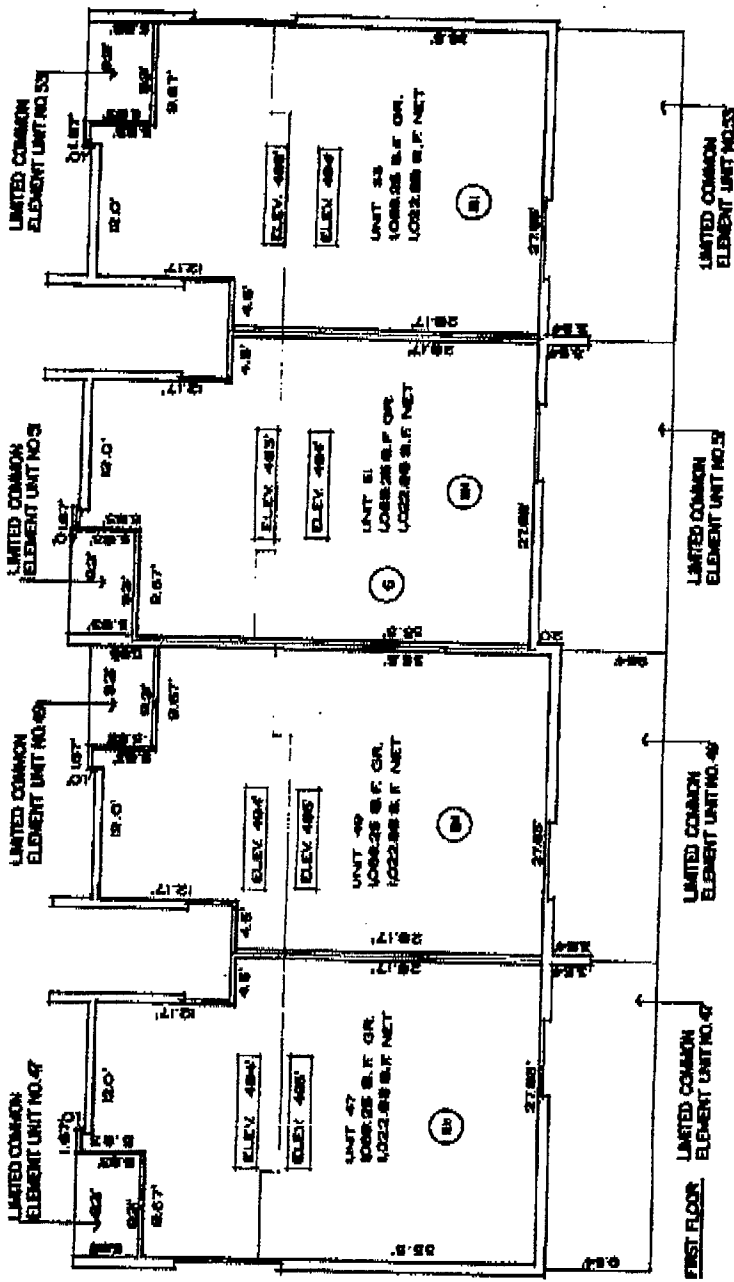
ALL DIMENSIONS SHOWN ARE APPROXIMATE AND THE LOCATIONS OF WALLS, DOORS AND WINDOWS ARE SHOWN FOR A GENERAL IDEA ONLY. ALL DIMENSIONS OF THE UNITS ARE TO INTERIOR WALLS. ALL APERTURES AT THE UNITS ARE SHOWN FOR THE COMMON ELEMENTS.



UNIT NO.	PER COMMON EL.
36	487
37	507
38	487
43	487
44	487
45	487

EXHIBIT C 10 of 15

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BUILDING NO. 6

BUILDING 6 SHOWING LOCATION SOURCE FOOTAGE AND THE DIMENSIONS OF UNITS 47, 48, 49, 51 DESIGNATED AS BUILDING NO. 6 TOWER HOLLY HILL. DIMENSIONS OF THE UNITS ARE TO THE INSIDE WALLS. ALL AREAS OUTSIDE OF THE UNITS ARE A PART OF THE COMMON ELEMENTS.

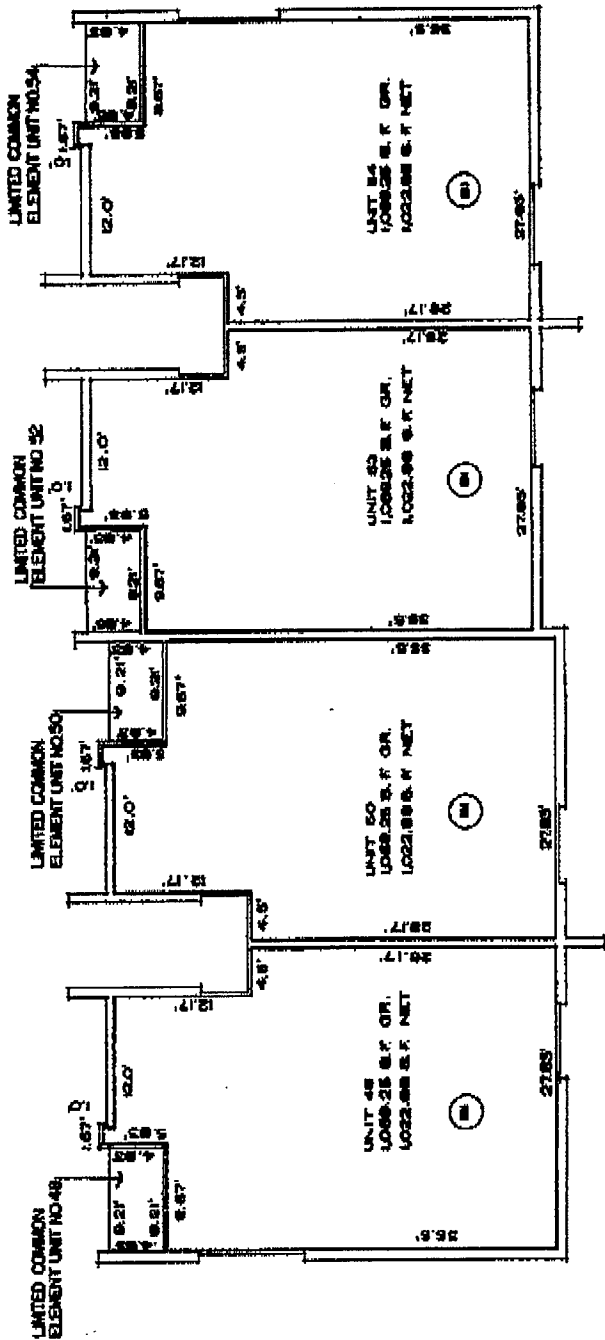


SCALE 1" = 10'-0"

UNIT NO.	FIN. CEILING EL.
47	5000'
48	5000'
49	5000'
51	5000'
53	5000'

EXHIBIT 12 of 15

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SECOND FLOOR



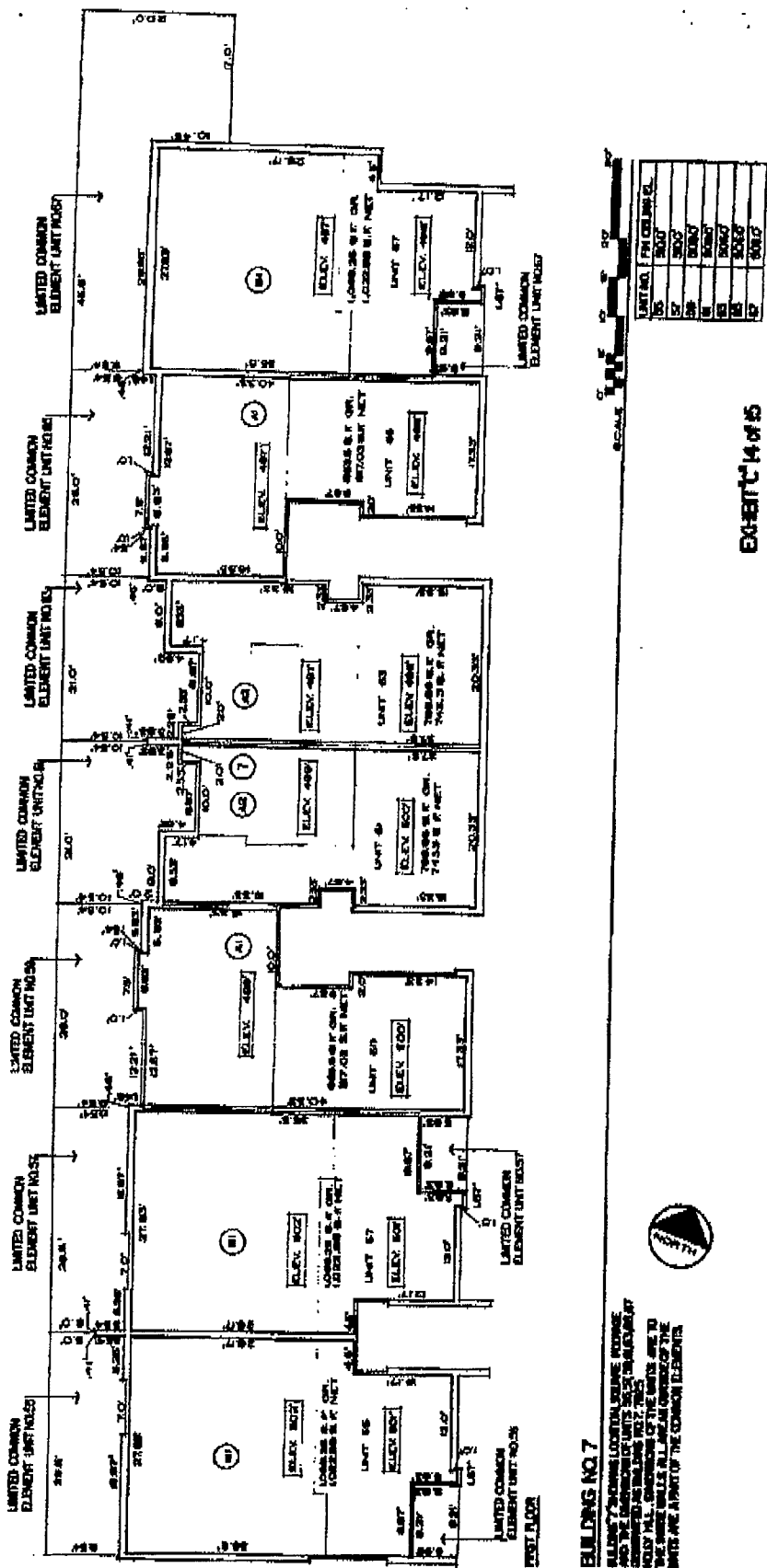
UNIT NO.	FPL FLOOR EL.	FPL CEILING EL.
48	504.0'	512.0'
50	504.0'	512.0'
52	503.0'	511.0'
54	503.0'	511.0'



EXHIBIT B of B

BUILDING NO. 6

REARER SHOWING LOCATION, SQUARE FOOTAGE AND THE DIMENSIONS OF UNITS 48, 50, 52, 54 DESIGNATED AS BUILDING NO. 6 7525 HOLLY HILL. DIMENSIONS OF THE UNITS ARE TO THE INSIDE WALLS. ALL AREAS OUTSIDE OF THE UNITS ARE A PART OF THE COMMON ELEMENTS.



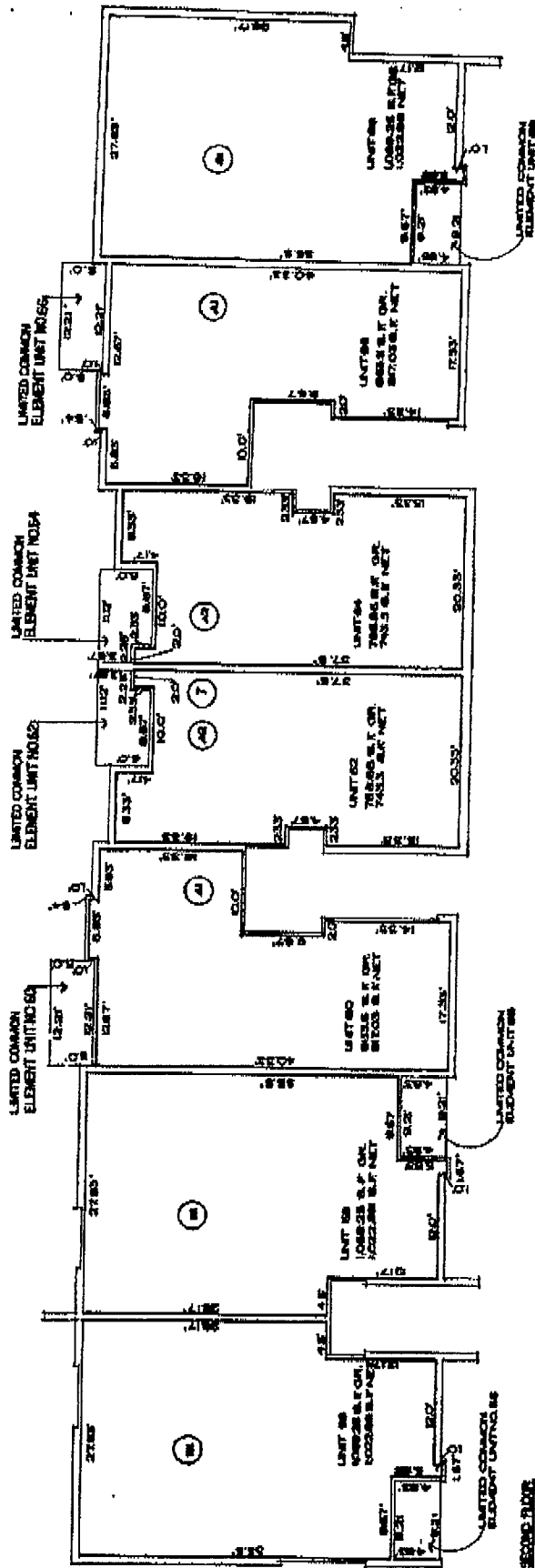
UNIT NO.	FIN FLOOR
485	5007
486	5007
487	5007
488	5007
489	5007
490	5007
491	5007
492	5007
493	5007
494	5007
495	5007
496	5007
497	5007

EXHIBIT 14 of 25

BUILDING NO. 7

ALL UNIT COMMON ELEMENTS ARE SHOWN IN THIS PLAN. THE UNITS ARE TO BE CONSIDERED AS PART OF THE COMMON ELEMENTS. THE UNITS ARE TO BE CONSIDERED AS PART OF THE COMMON ELEMENTS.

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

UNIT NO.	PERMITS	FINISHES	PERMITS	FINISHES
101	210	210	210	210
102	210	210	210	210
103	210	210	210	210
104	210	210	210	210
105	210	210	210	210
106	210	210	210	210

EXHIBIT 5 of 6

BUILDING NO. 7

RENDERING OF COMMON AREAS, SHOWING EXISTING AND PROPOSED IMPROVEMENTS TO THE BUILDING AND THE UNITS. THE UNITS ARE TO BE CONSIDERED AS PART OF THE COMMON ELEMENTS OF THE BUILDING.

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EXHIBIT D
TO THE
CONDOMINIUM DECLARATION
FOR THE
HOLLY GLEN CONDOMINIUMS
(A Condominium)

DESCRIPTION OF BUILDINGS, PARKING
STRUCTURES, UNITS, AND LIMITED COMMON ELEMENTS,
AND SHARES OF COMMON ELEMENTS, COMMON EXPENSES, AND VOTING

1. General Construction Detail. The buildings are or shall be constructed generally with concrete slab foundations; wood framing; light-shingle roofing; wood siding and brick veneer; wood trim; wood doors; and aluminum windows and screen. Carport structures are or shall be constructed of steel columns and wood framing with a wood deck and composition shingle roofing. Paving is asphaltic, and walks and retaining walls are of concrete and railroad ties respectively. The swimming pool shall be constructed of concrete on steel reinforcing with a concrete pool deck.
2. Buildings:
 - (A) Building 1. Building 1 has two stories and contains ten units numbered one thru ten, eight being one bedroom flats and two being two bedroom flats. The building has a floor area of 8,739.94 square feet.
 - (B) Building 2. Building 2 has two stories and contains eight units numbered 11 thru 18, all eight being one bedroom flats. The building has a floor area of 6,601.44 square feet.
 - (C) Building 3. Building 3 has two stories and contains four units numbered 19 thru 22, all four being one bedroom flats. The building has a floor area of 2,522.68 square feet.
 - (D) Building 4. Building 4 has two stories and contains ten units, numbered 23 thru 32, six being one bedroom flats and four being two bedroom flats. The building has a floor area of 9,010.72 square feet.
 - (E) Building 5. Building 5 has two stories and contains fourteen units, numbered 33 thru 46, eight being one bedroom flats and six being two bedroom flats. The building has a floor area of 13,016.94 square feet.
 - (F) Building 6. Building 6 has two stories and contains eight units, numbered 47 thru 54, all six being two bedroom flats. The building has a floor area of 8,554.0 square feet.
 - (G) Building 7. Building 7 has two stories and contains fourteen units, numbered 55 thru 68, eight being one bedroom flats, and six being two bedroom flats. The building has a floor area of 13,016.94 square feet.
 - (H) Building 8. Building 8 is one story, containing mail boxes, rest rooms, and mechanical equipment space. This building has a floor area of 229.71 square feet.
3. Swimming Pool. The swimming pool facility contains 800.0 square feet surface area (inside dimension) and varies in depth from 3.0' to 8.0'.

4. Parking Structures. The parking structures, numbered 9-A, 9-B, 9-C, 9-D, 9-E, 9-F, 9-G, 9-H, 9-J, 9-K, and 9-L are:

- (A) 9-A This structure is constructed of steel columns, wood framing, wood siding, and brick veneer with wood deck and composition shingle roofing, and is 15'-0" wide and 72'-0" long and contains eight parking spaces numbered 1 thru 8.
- (B) 9-B This structure is constructed of steel columns, wood framing, wood siding, and brick veneer with wood deck and composition shingle roofing, and is 15'-0" wide and 108'-0" long and contains twelve parking spaces numbered 9, 9A, 10, 10A, 11 thru 14, 25 thru 26.
- (C) 9-C This structure is constructed of steel columns, wood framing, wood deck and composition shingle roofing and is 15'-0" wide and 54'-0" long and contains six parking spaces numbered 15 thru 18, 31, 32.
- (D) 9-D This structure is constructed of steel columns, wood framing, wood deck and composition shingle roofing, and is 15'-0" wide and 36'-0" long and contains four parking spaces numbered 27 thru 30.
- (E) 9-E This structure is constructed of steel columns, wood framing, wood siding and brick veneer with wood deck and composition shingle roofing and is 15'-0" wide and 36'-0" long and contains four parking spaces numbered 51 thru 54.
- (F) 9-F This structure is constructed of steel columns, wood framing, wood siding and brick veneer with wood deck and composition shingle roofing and is 15'-0" wide and 36'-0" long containing four parking spaces numbered 47 thru 50.
- (G) 9-G This structure is constructed of steel columns, wood framing, wood deck and composition shingle roofing, and is 15'-0" wide and 90'-0" long containing 10 parking spaces numbered 59 thru 68.
- (H) 9-H This structure is constructed of steel columns, wood framing, wood siding and brick veneer with wood deck and composition shingle roofing and is 15'-0" wide and 36'-0" long containing four parking spaces numbered 55 thru 58.
- (I) 9-J This structure is constructed of steel columns, wood framing, wood siding and brick veneer with wood deck and composition shingle roofing and is 15'-0" wide and 36'-0" long containing four parking spaces numbered 33 thru 36.
- (J) 9-K This structure is constructed of steel columns, wood framing, wood siding and brick veneer with wood deck and composition shingle roofing and is 15'-0" wide and 90'-0" long containing ten parking spaces numbered 37 thru 46.
- (K) 9-L This structure is constructed of steel columns, wood framing, wood siding and composition shingle roofing and is 15'-0" wide and 36'-0" long containing four parking spaces numbered 19 thru 22.

5. Description of Units Each of the sixty-eight units in the condominium is generally described below:

Unit #1 A one-story flat on the ground floor of Building 1, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bath, entry and closets.

Unit #2 A one-story flat on the second floor of Building 1, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.

Unit #3 A one-story flat on the ground floor of Building 1, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.

- Unit #4 A one-story flat on the second floor of Building 1, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #5 A one-story flat on the ground floor of Building 1, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #6 A one-story flat on the second floor of Building 1, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #7 A one-story flat on the ground floor of Building 1, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #8 A one-story flat on the second floor of Building 1, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #9 A one-story flat on the ground floor of Building 1, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #10 A one-story flat on the second floor of Building 1, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #11 A one-story flat on the ground floor of Building 2, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #12 A one-story flat on the second floor of Building 2, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #13 A one-story flat on the ground floor of Building 2, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #14 A one-story flat on the second floor of Building 2, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #15 A one-story flat on the ground floor of Building 2, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #16 A one-story flat on the second floor of Building 2, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #17 A one-story flat on the ground floor of Building 2, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #18 A one-story flat on the second floor of Building 2, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #19 A one-story flat on the ground floor of Building 3, containing 630.67 square feet, with one bedroom, living room, dining counter area, kitchen, one bathroom, entry and closets.
- Unit #20 A one-story flat on the second floor of Building 3, containing 630.67 square feet, with one bedroom, living room, dining counter area, kitchen, one bathroom, entry and closets.

Unit #21 A one-story flat on the ground floor of Building 3, containing 630.67 square feet, with one bedroom, living room, dining counter area, kitchen, one bathroom, entry and closets.

Unit #22 A one-story flat on the second floor of Building 3, containing 630.67 square feet, with one bedroom, living room, dining counter area, kitchen, one bathroom, entry and closets.

Unit #23 A one-story flat on the ground floor of Building 4, containing 790 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.

Unit #24 A one-story flat on the second floor of Building 4, containing 790 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.

Unit #25 A one-story flat on the ground floor of Building 4, containing 790 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.

Unit #26 A one-story flat on the second floor of Building 4, containing 790 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.

Unit #27 A one-story flat on the ground floor of Building 4, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two baths, entry and closets.

Unit #28 A one-story flat on the second floor of Building 4, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two baths, entry and closets.

Unit #29 A one-story flat on the ground floor of Building 4, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two baths, entry and closets.

Unit #30 A one-story flat on the second floor of Building 4, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two baths, entry and closets.

Unit #31 A one-story flat on the ground floor of Building 4, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.

Unit #32 A one-story flat on the second floor of Building 4, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.

Unit #33 A one-story flat on the ground floor of Building 5, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two baths, entry and closets.

Unit #34 A one-story flat on the second floor of Building 5, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.

Unit #35 A one-story flat on the ground floor of Building 5, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.

Unit #36 A one-story flat on the second floor of Building 5, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.

Unit #37 A one-story flat on the ground floor of Building 5, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.

- Unit #38 A one-story flat on the second floor of Building 5, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #39 A one-story flat on the ground floor of Building 5, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #40 A one-story flat on the second floor of Building 5, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #41 A one-story flat on the ground floor of Building 5, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #42 A one-story flat on the second floor of Building 5, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #43 A one-story flat on the ground floor of Building 5, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #44 A one-story flat on the second floor of Building 5, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #45 A one-story flat on the ground floor of Building 5, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #46 A one-story flat on the second floor of Building 5, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #47 A one-story flat on the ground floor of Building 6, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #48 A one-story flat on the second floor of Building 6, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #49 A one-story flat on the ground floor of Building 6, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #50 A one-story flat on the second floor of Building 6, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #51 A one-story flat on the ground floor of Building 6, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #52 A one-story flat on the second floor of Building 6, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #53 A one-story flat on the ground floor of Building 6, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #54 A one-story flat on the second floor of Building 6, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.

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- Unit #55 A one-story flat on the ground floor of Building 7, containing 1,069.23 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #56 A one-story flat on the second floor of Building 7, containing 1,069.23 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #57 A one-story flat on the ground floor of Building 7, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #58 A one-story flat on the second floor of Building 7, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #59 A one-story flat on the ground floor of Building 7, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #60 A one-story flat on the second floor of Building 7, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #61 A one-story flat on the ground floor of Building 7, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #62 A one-story flat on the ground floor of Building 7, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #63 A one-story flat on the ground floor of Building 7, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #64 A one-story flat on the second floor of Building 7, containing 786.86 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #65 A one-story flat on the ground floor of Building 7, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #66 A one-story flat on the second floor of Building 7, containing 863.5 square feet, with one bedroom, living room, dining area, kitchen, one bathroom, entry and closets.
- Unit #67 A one-story flat on the ground floor of Building 7, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.
- Unit #68 A one-story flat on the second floor of Building 7, containing 1,069.25 square feet, with two bedrooms, living room, dining area, kitchen, two bathrooms, entry and closets.

6. Limited Common Elements. The limited common elements reserved to each unit are listed below, with designation of assigned parking spaces.

- Unit 1 Patio area and parking space 1
- Unit 2 Balcony and parking space 2
- Unit 3 Patio area and parking space 3
- Unit 4 Balcony and parking space 4
- Unit 5 Patio area and parking space 5
- Unit 6 Balcony and parking space 6
- Unit 7 Patio area and parking space 7
- Unit 8 Balcony and parking space 8
- Unit 9 Patio area and parking space 9 & 9A
- Unit 10 Balcony and parking space 10 & 10A
- Unit 11 Patio area and parking space 11
- Unit 12 Balcony and parking space 12
- Unit 13 Patio area and parking space 13
- Unit 14 Balcony and parking space 14
- Unit 15 Patio area and parking space 15
- Unit 16 Balcony and parking space 16
- Unit 17 Patio area and parking space 17
- Unit 18 Balcony and parking space 18
- Unit 19 Patio area and parking space 19
- Unit 20 Balcony and parking space 20
- Unit 21 Patio area and parking space 21
- Unit 22 Balcony and parking space 22
- Unit 23 Patio area and parking space 23
- Unit 24 Balcony and parking space 24
- Unit 25 Patio area and parking space 25
- Unit 26 Balcony and parking space 26
- Unit 27 Patio area and parking space 27 & 27A
- Unit 28 Balcony area and parking space 28 & 28A
- Unit 29 Patio area and parking space 29 & 29A
- Unit 30 Balcony area and parking space 30 & 30A
- Unit 31 Patio area and parking space 31
- Unit 32 Balcony area and parking space 32
- Unit 33 Patio area and parking space 33 & 33A
- Unit 34 Balcony and parking space 34 & 34A
- Unit 35 Patio area and parking space 35 & 35A
- Unit 36 Balcony and parking space 36 & 36A
- Unit 37 Patio area and parking space 37 & 37A
- Unit 38 Balcony and parking space 38 & 38A
- Unit 39 Patio area and parking space 39
- Unit 40 Balcony and parking space 40
- Unit 41 Patio area and parking space 41
- Unit 42 Balcony and parking space 42
- Unit 43 Patio area and parking space 43
- Unit 44 Balcony and parking space 44
- Unit 45 Patio area and parking space 45
- Unit 46 Balcony and parking space 46
- Unit 47 Patio area and parking space 47 & 47A
- Unit 48 Balcony and parking space 48 & 48A
- Unit 49 Patio area and parking space 49 & 49A
- Unit 50 Balcony and parking space 50 & 50A
- Unit 51 Patio area and parking space 51 & 51A
- Unit 52 Balcony and parking space 52 & 52A
- Unit 53 Patio area and parking space 53 & 53A
- Unit 54 Balcony and parking space 54 & 54A
- Unit 55 Patio area and parking space 55 & 55A
- Unit 56 Balcony and parking space 56 & 56A
- Unit 57 Patio area and parking space 57 & 57A
- Unit 58 Balcony and parking space 58 & 58A
- Unit 59 Patio area and parking space 59
- Unit 60 Balcony and parking space 60
- Unit 61 Patio area and parking space 61
- Unit 62 Balcony and parking space 62
- Unit 63 Patio area and parking space 63
- Unit 64 Balcony and parking space 64
- Unit 65 Patio area and parking space 65
- Unit 66 Balcony and parking space 66
- Unit 67 Patio area and parking space 67 & 67A
- Unit 68 Balcony and parking space 68 & 68A

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7. Shares of Common Elements, Common Expenses, and Voting.

<u>Unit</u>	<u>Percentage</u>
1	
2	1.4049
3	1.4049
4	1.2802
5	1.2802
6	1.2802
7	1.2802
8	1.4049
9	1.4049
10	1.7396
11	1.7396
12	1.4049
13	1.4049
14	1.2802
15	1.2802
16	1.2802
17	1.2802
18	1.4049
19	1.4049
20	1.0268
21	1.0268
22	1.0268
23	1.0268
24	1.2853
25	1.2853
26	1.2853
27	1.2853
28	1.7396
29	1.7396
30	1.7396
31	1.7396
32	1.2802
33	1.2802
34	1.7396
35	1.7396
36	1.7396
37	1.7396
38	1.7396
39	1.7396
40	1.4049
41	1.4049
42	1.2802
43	1.2802
44	1.2802
45	1.2802
46	1.4049
47	1.4049
48	1.7396
49	1.7396
50	1.7396
51	1.7396
52	1.7396
53	1.7396
54	1.7396
55	1.7396
56	1.7396
57	1.7396
58	1.7396
59	1.7396
60	1.4049
61	1.4049
62	1.2802
63	1.2802
64	1.2802
65	1.2802
66	1.4049
67	1.4049
68	1.7396
	1.7396

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PLEASE RETURN TO:
CHICAGO TITLE INSURANCE COMPANY
BOX 2039
GARLAND, TEXAS 75041

Handwritten notes:
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123
123

100 JUN 12 PM 12:07

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that the foregoing was
filed for record and from whence
by me and the date recorded in the original
and copy of the same records of Dallas
County, Texas at the time herein set out.

JUN 13 1980



L.E. Mardock
COUNTY CLERK, Dallas County, Texas

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