

DECLARATION OF CONDOMINIUM

FOR

TIMBER RIDGE CONDOMINIUM

LUBBOCK COUNTY, TEXAS

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DECLARATION OF CONDOMINIUM
FOR
TIMBER RIDGE CONDOMINIUM
LUBBOCK COUNTY, TEXAS

TIMBER RIDGE PROPERTIES, a Texas Joint Venture, organized and existing under the laws of the State of Texas (hereinafter referred to as the "Declarant"), having an address of 7200 Quaker Avenue, Suite 83, Lubbock, Lubbock County, Texas 79424, and duly authorized hereunto pursuant to the provisions of the Texas Condominium Act, Chapter 81 of the Texas Property Code (hereinafter referred to as the "Act") for the purpose of submitting the hereinafter described real estate consisting of a tract of land and the improvements thereon to a condominium regime, does hereby adopt this "Declaration of Condominium for Timber Ridge Condominium" (this Declaration) and does hereby declare as follows:

WHEREAS, the Declarant, is the owner in fee simple of that certain tract of land (the "Land") in the City of Lubbock, Lubbock County, Texas, which is described in Exhibit "A" attached hereto and incorporated herein by this reference for all purposes, and the Declarant desires to improve the property by constructing a residential condominium community thereon, and to impose mutual beneficial restrictions under a general plan of improvement for the benefit of all the condominium estates hereby created, which, when completed, shall consist of six (6) buildings containing fifty-six (56) units, together with certain other facilities as appurtenant thereto, which residential condominium community is known as Timber Ridge Condominium, and,

WHEREAS, Declarant is the owner of certain unimproved real property (hereinafter referred to as the "Additional Property") more particularly described in Exhibits "F" and "G" attached hereto and by reference incorporated herein, which Additional Property may be submitted to this Declaration in accordance with Article II, Section 11 herein.

WHEREAS, the Declarant pursuant to the provisions of the Act, hereby declares that all the Property (as hereinafter defined), is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, easements, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the protection, subdivision, maintenance, improvement and sale of the Property for the purpose of enhancing the value, use, desirability and attractiveness of the Property. All provisions of this Declaration, including without limitation, the easements, uses, obligations, covenants, conditions and restrictions hereof, are hereby imposed as equitable servitudes upon the Property. All of the limitations, restrictions, easements, conditions and covenants herein shall run with the land and shall be binding on and for the benefit of all of the Property and all parties having or acquiring any right, title or interest in the Property, or any part thereof, and their successive grantees, successors, heirs, devisees, executors, administrators, owners and assigns; and,

NOW, THEREFORE, Declarant does hereby submit the land and improvements to this Declaration, and does hereby establish TIMBER RIDGE CONDOMINIUM as a Condominium Regime under the Act. The land and improvements shall hereafter be subject to the provisions of the Act and this Declaration and to the By-Laws and Articles of Incorporation of the Association hereinafter described.

ARTICLE I
Definitions

Section 1. The following words, unless otherwise expressly provided, when used in this Declaration, the Articles of Incorporation and the By-Laws of Timber Ridge Condominium shall have the following specified meanings:

(a) "Act" shall mean the Texas Conodminium Act, Chapter 81 of the Texas Property Code, which permits the creation of a Condominium Regime, as the same is amended or supplemented from time to time or is replaced by any successor statute;

(b) "Additional Property" shall mean the real property described in Exhibit "F" and "G" attached hereto and incorporated herein by this reference, all or any portion of which may from time to time be made subject to this Declaration pursuant to Article II, Section 11 herein.

(c) "Articles" shall mean and refer to the Articles of Incorporation of Timber Ridge Condominium Association, Inc., as amended from time to time;

(d) "Assessment" shall mean a Unit Owner's share of the Common Expenses from time to time assessed such Unit Owner by the Association. "Assessment" or "Assessments" refer to an Annual, Capital Improvement, Reconstruction or Special Assessment or any combination thereof;

(e) "Association" shall mean and refer to the Timber Ridge Condominium Association, Inc., and its successors and assigns.

(f) "Board" or "Board of Directors" or "Board of Administration" shall mean the Board of Directors of the Association, which is the governing body of the Association;

(g) "Building(s)" shall mean the structure which comprises that part of the Property within which the Units are located; each of which is identified on the attached Plat by a specific letter designation;

(h) "By-Laws" shall mean the By-Laws of the Association as such By-Laws may be amended by the members from time to time;

(i) "Capital Contribution Fund" or "Reserve Fund" shall mean an account consisting of a portion of Annual Assessments paid to the Association for capital improvements, replacements, painting and repair of the Common Elements;

(j) "Common Elements" shall mean that portion of the Condominium Property not included in the Units, and shall consist of General Common Elements and Limited Common Elements as defined in Article II, Section 5 and Section 6, respectively.

(k) "Common Expenses" shall mean the expenses of administration, maintenance, operation, repair and replacement of the Property, and other expenses declared to be Common Expenses herein or by the By-Laws or the Articles of Incorporation, and any other expenses declared to be Common Expenses by the Unit

Owners, or by the Board of Directors of the Association, and any other valid expenses against the Condominium as a whole for which the Unit Owners are liable to the Condominium (including unpaid Annual, Special Assessment, Reconstruction Assessments and Capital Improvement Assessments);

(l) "Condominium" shall mean separate ownership of a single unit in a multiple unit structure with common elements, such as separate ownership of Units in the Building(s), together with an undivided interest in the Common Elements;

(m) "Declarant" shall mean and refer to the Developer, TIMBER RIDGE PROPERTIES, and its successors and assigns;

(n) "Declaration" or "Declaration of Condominium" shall mean this Declaration of Condominium for Timber Ridge Condominium as it may from time to time be amended;

(o) "Floor Plans" shall mean those plans showing the location of Units on each floor of the Building(s) which are attached hereto as Exhibit "C" and are incorporated herein by reference;

(p) "General Common Elements", as more fully defined in Article II, Section 5, means and includes those Common Elements which are not Limited Common Elements;

(q) "Invitees" shall mean an Owner's tenants, guests, employees or other guests or invitees;

(r) "Limited Common Elements", as more fully defined in Article II, Section 6, means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units;

(s) "Majority of Co-owners" shall mean the "Owners" holding more than fifty-one percent (51%) of the votes entitled to be cast pursuant to the percentages assigned in Exhibit "D", to this Declaration;

(t) "Member" shall mean every person holding a membership in the Association, pursuant to Article III, Section 2 hereof. "Membership" shall mean the voting and other rights and privileges of Members as provided herein, together with the correlative duties and obligations contained in this Declaration and the Articles and By-Laws of Timber Ridge Condominium Association, Inc.;

(u) "Mortgagee" shall mean a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, or agency of the United States Government, or Individual(s) which owns or holds a mortgage which constitutes a first lien encumbering an Owner's interest in the property;

(v) "Operation" or "Operation of the Condominium" shall mean and includes the administration and management of the Project and Association;

(w) "Owner" shall mean a person who owns a fee simple interest in a Unit and the undivided interest in Common Elements and any and all other rights appurtenant thereto, including a seller under an executory sales contract, except that "Owner" shall not be construed to include a Mortgagee.

(x) "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, including Declarant.

(y) "Project" shall mean the property and all structures and improvements now or hereafter erected thereon together with all additions which now or hereafter be made thereto;

(z) "Property" shall mean the land together with all easements and rights appurtenant thereto intended for use in connection with the Condominium and all tangible personal property required for the maintenance of the General Common Elements;

(aa) "Site Plan" shall mean the plat depicting the Land and the location of the Buildings and improvements thereon which is attached hereto as Exhibit "B" and incorporated herein as part hereof for all purposes;

(bb) "Supplemental Declaration" shall mean any Declaration of Condominium or similar document supplementing this Declaration which may be recorded pursuant to Article II, Section 11 of this Declaration;

(cc) "Transfer" shall mean the sale, contract of sale, assignment, disposition, leasing or subleasing by operation of law or otherwise of a Unit or Units.

(dd) "Unit" means one of the residential enclosed space areas consisting of one (1) or more rooms occupying all or part of a floor in the Building designed for the independent use of an Owner with a direct exit to a thoroughfare or area comprising part of the General Common Elements and which is subject to separate ownership in fee simple and is not owned in common with other Owners and shall have the same meaning as the term "apartment" as used in the Act;

ARTICLE II

Description of the Condominium

Section 1. Name. The name of the Condominium is "TIMBER RIDGE CONDOMINIUM".

Section 2. Property Submitted to Declaration. The Property is comprised of the Property, described in the preamble hereto and on Exhibit "A", attached hereto and incorporated by this reference herein for all purposes, including the improvements located thereon and the easements, appurtenant thereto. Improvements located on the Property consist of six (6) buildings containing a total of fifty-six (56) residential units, utility systems, and other improvements serving such Units. The general area and location of the Units and other improvements on the Property and the dimensions of the Units are shown on the Site Plan and the Floor Plans attached hereto, respectively, as Exhibits "B" and "C", and incorporated by this reference herein for all purposes. During such times as Declarant owns any Condominium Unit or an interest therein, Declarant reserves the right, but shall have no obligation, and each purchaser of a Unit grants unto Declarant the right to make improvements and changes to all or any part of the Common Elements and to the Units owned by Declarant, including, without limitation, addition and realignment or renovation and installation of and changes to utility systems and facilities, rearrangement and installation of any building components, work relating to building exterior and utility lines and pipes located on the Property, provided, however that in the exercise of the Declarant's rights there shall be no alteration or destruction of another Unit or Limited Common Element which affects another Owner or mortgage holder without the consent of such Owner or mortgage holder.

Section 3. Units. Each Condominium Unit, including its undivided interest in the Common Elements as hereinafter specified and established, shall for all purposes constitute real property which may be owned in fee simple and which, subject to the provisions of the Act and this Declaration, the By-Laws, attached hereto as Exhibit "F", and Articles of Incorporation, may be conveyed, transferred and encumbered in the same manner as any other property. The ownership

of each Condominium Unit shall include its appurtenant percentage or fraction of undivided interest in the Common Elements and the vote assigned to the Unit for voting purposes. The undivided percentage or fraction of interest in the Common Elements appurtenant to each Condominium Unit is set forth on Exhibit "D", attached hereto and by this reference incorporated herein and made a part hereof, and is computed by dividing the total number of square feet contained within a unit by the total number of square feet contained within all units within the Condominium Regime. Such undivided interest in the Common Elements shall not be altered except as expressly provided by the Act and by such provisions of this Declaration permitted by the Act.

Section 4. Unit Boundaries.

(a) Each Unit is identified by a separate alpha-numerical designation as set forth in Exhibit "C" and "D" attached hereto. Boundaries between adjoining Units shall remain as established in accordance with Article II, Section 4(b) hereof and Exhibit "C" hereto and shall not be relocated unless permitted in Article IX, of this Declaration.

(b) In horizontal dimension, each Unit consists of the area bounded by (i) the unfinished interior surface of perimeter walls of each Unit, and (ii) the interior unfinished surface of the walls separating the Unit from other Units or Common Elements on the same floor of the Building. In vertical dimension, each ground floor Unit consists of the space between the top of the unfinished floor and the bottom of the unfinished ceiling, and each second floor Unit consists of the space between the top of the unfinished floor and the underside of the subroof. Areas lying between the highest horizontal plane of a ground floor Unit and the bottom of the second floor Unit, including joists and support mechanisms, are subject to an easement for pipes, wires, conduits, air conditioning and heating ducts and utility lines utilized for or serving more than one Unit. An Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other utility lines running through his Unit, which items are hereby made a part of the Common Elements; however, such owner shall own the walls and partitions which are contained within his Unit, the decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, paneling, upholstery, wallpaper or other finished wall covering, and the fixtures and personal property contained within a Unit. Additional portions of each Unit as set forth in Exhibit "C" attached hereto and made a part hereof shall include the patios, balconies, storage closets, and fireplaces appurtenant to each Unit(s).

(c) It is hereby expressly agreed by each and every Owner, such Owner's heirs, executors, administrators, assigns and grantees, that the square footage, size and dimensions of each Unit as set out or shown in this Declaration or in the Floor Plans and schedules attached as exhibits hereto are approximate and are shown for descriptive purposes only. Declarant does not warrant, guarantee or represent that any Unit actually contains the area, square footage or dimensions shown by the Floor Plans and schedules attached hereto. Each purchaser of a Unit or interest therein has had full opportunity and is under a duty to inspect and examine the Unit prior to the purchase thereof and

agrees that the Unit has been or will be purchased as actually and physically existing at the time such purchase is closed. Each purchaser and Owner of a Unit expressly waives any claim or demand which it may have against the Declarant or any person whomsoever on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the respective Floor Plan thereof and the schedules which are attached as exhibits hereto. It is specifically agreed that, in interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit constructed in substantial accordance with the original plans therefor shall be conclusively presumed to be its boundaries regardless of settling, rising or lateral movement of the Building, and regardless of variances between boundaries as shown on the Floor Plans and those of the Unit or the Building.

(d) Each Unit Owner shall be responsible for the maintenance, repair and replacement of any individual air conditioning or heating equipment which serves his Unit. The expense of repairing and maintaining the air conditioning and heating equipment, piping, or ducting, shall be borne by the Unit Owner or Unit Owners whose Unit or Units it serves. Air conditioning and heating equipment is a limited common element owned in common only by the Unit or Unit Owners served by such equipment. The expense of repairing and maintaining the air conditioning and heating equipment shall be borne by the Unit Owner or Unit Owners whose Unit it serves. The special assessment for said maintenance and repair shall be allocated among multiple Unit Owners based upon the number of square feet served by said equipment in respect of affected Units.

Section 5. General Common Elements.

(a) General Common Elements include the following:

(i) The land on which the improvements are located and any other land included in the Property, whether or not contiguous, and the air above such land;

(ii) All parts of the improvements which are not included within and part of the Units, including, but not limited to the foundation, bearing walls and columns, roofs, floors and ceilings to the extent not above defined as part of a Unit, and perimeter unfinished walls of Units;

(iii) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to Units and the General Common Elements;

(iv) An easement of support in every portion of a Unit which contributes to the support of a Building;

(v) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the General Common Elements including sewerage, water, electricity and gas;

(vi) The grounds, grass area, gardens, landscape, mail boxes, walkway, sidewalk, service easements, lighting, Association Community Center, swimming pool, maintenance building, driveways, parking areas, carports, stairway (first and second floors), exterior corridors, and trash enclosures;

(vii) All other facilities, equipment, and property located on the Project necessary or convenient to its existence, maintenance;

(viii) All other items not described as a Unit or a Limited Common Element, and rationally of common use as necessary to its existence, maintenance and safety of the Project;

(ix) All repairs, replacements and additions to any of the foregoing;
and

(b) Each Unit shall have appurtenant thereto, and each Owner thereof shall have the use of, nonexclusive easements in the General Common Elements, including, but not limited to, walkways, stairways, corridors, sidewalks, drive-ways, which are designed for such purposes as ingress to, egress from utility services for and support of such Unit, for throughways, and for such other purposes as are reasonably necessary for use and enjoyment of a Unit in the Building(s), said easements to be for the benefit of Declarant, its successors and purchasers and all Owners and their Invitees.

Section 6. Limited Common Elements.

(a) The Limited Common Elements are those portions of the Common Elements which are reserved for the exclusive use of those persons who are entitled to the use of the Unit or Units to which such Limited Common Elements are assigned.

(b) The Limited Common Elements which are located on the property and the Units to which the same are assigned are described as follows:

(i) All portions of the Common Elements or Unit on which there is located any portion of the heating and air conditioning system exclusively serving more than one Unit shall be a Limited Common Element assigned to the Unit or Units which is or are exclusively served by such heating and air conditioning system, ducting, piping, wiring;

(c) Each Unit shall have appurtenant thereto an easement in the Limited Common Elements, subject to the exclusive or limited use of the Limited Common Elements as herein provided.

Section 7. No separate Conveyance of Undivided Interests. Declarant and each Owner covenant and agree that the undivided interests in the Common Elements, the nonexclusive easements in General Common Elements, the exclusive easements in the Limited Common Elements, membership in the Association and the fee title to the respective Units conveyed therewith, shall not and cannot be separated or separately conveyed, and each such undivided interest, nonexclusive easement and exclusive easement shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

Section 8. Partition Prohibited. The Common Elements shall remain undivided as set forth above so long as suitable for Condominium ownership. Except as provided by the Act, no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project. Judicial partition by a sale of a single Unit owned by two or more persons and division of the sale proceeds is not prohibited hereby but partition of title to a single Unit is prohibited. Notwithstanding the provisions of this Section 8, the Declarant has all rights and powers accorded to Declarant in Article IX hereof.

Section 9. Separate Assessment and Taxation. The filing of this Declaration shall be deemed to be written notice to the applicable tax assessors of the creation of condominium ownership of the Property, and each Unit shall be deemed a separate parcel and subject to separate assessment and taxation.

Section 10. Parking Spaces. All parking spaces, covered (carport) and uncovered, are General Common Elements, subject to assignment by the Board of Directors for the exclusive use of individual Unit Owners. The Board shall have the right to grant an Owner an easement for the exclusive use of any parking space. Such easement shall not (a) be construed to be a Limited Common Element, or (b) entitle the Owner to (i) construct any carport, or other structure upon the parking space or spaces, or (ii) alter or remove any existing carport, or other structure upon the parking space or spaces. Any unassigned parking spaces may be assigned, from time to time, by the Board of Directors for the exclusive use of individual Unit Owners, if, in the collective opinion of the said Board of Directors, it is expedient or necessary to do so. Each Unit shall be assigned one (1) carport parking space by the Board of Directors for the exclusive use of individual Unit Owners according to the following formula:

(a) Each Unit shall be entitled to the use of one (1) carport parking space, as a matter of right.

(b) The location of assigned carport parking space required to be assigned to a Unit and Unit Owner shall be in the discretion of the Board of Directors, and the said Board of Directors shall be authorized to reassign and relocate carport parking spaces among Unit Owners in any manner and at any time the Board determines it necessary or expedient. The carport parking spaces are depicted on the Site Plan attached hereto as Exhibit "B", same being incorporated by this reference herein for all purposes.

(c) In the event, following assignment of the carport parking spaces based upon the above formula, there remain unassigned carport parking spaces, the Board of Directors may, but shall not be required to assign the use of such unassigned carport parking spaces to one or more Unit Owners on a month-to-month basis, but subject to forfeiture at the discretion of the Board of Directors, for any reason. No Unit Owner who is delinquent in the payment of assessments shall be entitled to the use of carport parking spaces assigned pursuant to this Paragraph (c).

(d) Notwithstanding the fact that the Board of Directors shall have authority to assign the use of the covered (carports) or uncovered parking spaces to individual Unit Owners, neither the Board of Directors nor the Association shall be charged with the responsibility of policing the uncovered or carport parking areas for intruders or unauthorized vehicles, nor for damages which may be incurred by the owner of any unauthorized vehicle parking in such uncovered or covered (carport), parking space(s), nor for damages incurred by the Unit Owner entitled to park in one or more carport or uncovered parking spaces on account of the fact that an unauthorized vehicle wrongfully parked in a carport or uncovered parking space assigned to the damaged Unit Owner.

(e) Subject to the provisions of this Declaration and the By-Laws, the Board of Directors shall have the right to limit the number of Owners, Tenants and guests that an Owner may permit to use the open parking areas and the Board shall have the right to set further reasonable restrictions on the time and

manner of use of said parking areas, in accordance with the Rules and Regulations adopted from time to time.

Section 11. Addition of the Additional Property to the Project. The Additional Property may become subject to this Declaration in the following manner:

(a) Subject to provisions hereof and the Act, Declarant may (but shall have no obligation to) add all or any portion of the Additional Property and any improvements thereon in one or more phases (hereinafter referred to as "Phase" or "Phases") to the Project and to the concept of this Declaration at any time prior to the seventh (7th) anniversary of the date of recordation of this Declaration. Any such addition of a Phase shall be evidenced by filing of record a Condominium Plan for the Additional Property and a Supplementary Declaration for each Phase which has been approved in accordance with the provisions of Article XV, Section 4 hereof, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to the particular Phase added to the Project. Prior to any annexation under this Section, detailed plans for the development of the Additional Property must be submitted to the Federal National Mortgage Association (FNMA) and the Federal National Mortgage Association (FNMA) must determine that such plans are in accordance with the general plan and so advise Declarant.

(b) In the event a Phase is added to the Project as set forth in this Section, such addition when made shall automatically extend the jurisdiction, functions and duties of the Association to the particular Phase added to the Project. Upon the filing of the Condominium Plan and the Supplementary Declaration for such Phase, the percentage ownership in the Common Elements relating to each Unit shall be adjusted in accordance with subparagraph (i) below and liability for Assessments shall be adjusted in accordance with subparagraph (ii) below:

(i) Each Condominium's undivided interest in the General Common Element shall be adjusted to equal the quotient obtained by dividing (a) the total number of square feet in the Unit associated with each Condominium by (b) the total number of square feet in all Units after such Phase has been added to the Project. The total percentage ownership in the General Common Elements shall always equal one hundred percent (100%).

(ii) Each Condominium's liability for Assessments shall equal its appurtenant, undivided interest in the Common Elements following the adjustment referred to in subparagraph (i) above. Voting rights attributable to the Condominium Units in the added property shall not vest until Annual Assessments have commenced as to such Condominium Units. Annual Assessment commencing in a particular Phase shall become due and payable on the first day of each month following such initial conveyance by the Declarant of a Unit in the Additional Property.

(c) All improvements to the Additional Property will be consistent with initial improvements to the Project in terms of quality of construction. However, there is no representation or warranty that the Additional Property will be added to the Project or that any such improvements will be constructed thereon. Each Owner agrees, by acceptance of a Deed to a Unit that he has not

relied on Phases II and III being added to the Project in purchasing his Unit.

(d) The additions authorized under Paragraph (a) shall be made by recording a Supplemental Declaration, or other similar instrument (affecting each such phase of development), with respect to the added property which shall be executed by Declarant and signed and acknowledged by the President and Secretary of the Association, and shall extend the general plan and scheme of this Declaration to such added property ("Supplemental Declaration Addition"). The Recordation of said Supplemental Declaration shall constitute and effectuate the annexation of the added property described therein, and thereupon said added property shall become and constitute a part of the Project, become subject to this Declaration and encompassed within the general plan and scheme of covenants, conditions, restrictions, reservation of easements and equitable servitudes contained herein, and become subject to the functions, powers and jurisdiction of the Association; and the Owners of Condominium Units in said added property shall automatically become Members of the Association. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants, conditions, restrictions, reservation of easements, or equitable servitudes established by this Declaration as the same shall pertain to the real property originally covered by this Declaration.

(e) The improvements (Units and Carports) to be constructed on Phases II and III will be compatible with improvements on Phase I and will be of the same or similar quality of construction and materials and the architectural style will be substantially similar to the improvements on Phase I. All costs of construction of Phase II and III Units and Common Elements shall be borne by and directly paid by Declarant. All improvements intended for Additional Property (Phases) will be substantially completed prior to annexation. The constructed number of Units, if and when all three (3) phases of the development would be completed would total one hundred and twenty-six (126) Units. Phase I would contain fifty-six (56) Units, Phase II would contain thirty-six (36) Units, and Phase III would contain thirty-four (34) Units. No additional lands other than those set forth in Exhibits "F" and "G", attached hereto and made a part hereof, will be added to the Condominium Project. Each Unit's percentage share of Common Elements, Common Expenses, Common Surplus and Voting has been computed by dividing the total number of square feet contained within a Unit by the total number of square feet contained within all Units then submitted to the Condominium ownership in the Condominium Project.

(f) Declarant hereby reserves for Declarant, its successors and assigns, forever, the nonexclusive, free, continuous and uninterrupted use, liberty, privilege and easement (the "Easement") passing in, upon and along the private streets and passageways situated on the Property as shown on the Site Plan. The Easement shall run with the land and shall inure to the benefit of all parties having or acquiring any right, title, or interest in the Additional Property. The Easement is not granted or created for the use or benefit of the public in general. The Easement shall be used for such pedestrian and vehicular traffic as Declarant, its successors and assigns, shall deem necessary or convenient at all times.

ARTICLE III

Association, Membership, Administration and Voting Rights

Section 1. Association to Manage Common Elements. The management of the Common Elements shall be vested in the Association in accordance with the terms of this Declaration, the Articles and the By-Laws, and the Owners of the Units and all holders of liens thereon shall be bound thereby. The Owners of all the Units covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles and the By-Laws, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Project, as the same may be amended from time to time.

Section 2. Association Membership. Any person, upon becoming an Owner of Unit, shall automatically be a member of the Association and shall remain a member thereof in accordance with this Declaration, the Articles and the By-Laws of the Association until such time as such person's ownership of said Unit ceases for any reason. Such membership shall automatically cease without any formal Association action whenever such person ceases to own a Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Project, the Unit or the Association during the period of such ownership of the Unit and membership in the Association, or impair any rights or remedies which the Board or others may have against such former Owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Unit.

Section 3. Transfer of Membership. Membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer of any such membership in the Association is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in such Owner's name to the purchaser of such Owner's unit, the Association shall have the right to record the transfer upon its books.

Section 4. Voting. The Owner or Owners of each Unit shall be entitled to one (1) vote in the Association, the value of which shall equal the Undivided Interest assigned to said Owner or Owner's Unit as set forth in Exhibit "D" attached hereto, the number of votes allocated to a Unit being computed by dividing the total number of square feet contained within a Unit by the total number of square feet contained within all Units within the condominium regime, and then multiplying said fraction by 100, provided, however, in the event any portion or all of the Additional Property is added to the Condominium Regime created hereby, then the value of the vote assigned to each Condominium Unit shall be adjusted to equal the undivided interest in the Common Elements

following such addition. Where there is more than one (1) record Owner of a Condominium Unit ("Co-Owners"), all of those co-owners shall be Members and may attend any meeting of the Association, but only one (1) of those Co-Owners shall be entitled to exercise the votes to which the Unit is entitled. Co-Owners owning the majority interests in a Unit shall from time to time designate in writing one of their number to vote. Fractional votes among the Unit Owners owning a single Unit shall not be allowed. Where no voting Co-Owner is designated or if the designation has been revoked, the votes for the Unit shall be exercised as the Co-Owners owning the majority interests in the Unit mutually agree. No votes shall be cast for any Condominium if the majority of the Co-Owners present in person or by proxy and representing such Unit cannot agree to said vote. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Unit and shall be entitled to all other benefits of ownership. All corporate Owners must deliver to the Board a resolution of the Board of Directors of the corporate owner executed by an officer of such corporate owner designating an agent to vote for such corporate owner on Association matters. Any other owner (except for an Owner who is a natural person) must deliver to the Board such documents as the Board may reasonably require to evidence the designation of an agent to vote for such Owner on Association matters. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the Articles and By-Laws of the Association, shall be binding on all owners, their heirs, administrators successors and assigns.

Section 5. Board of Directors. The affairs of the Association shall be managed by the Board as provided in the By-Laws. The initial Board, consisting of not less than three (3) persons, shall be designated and appointed by the Declarant and shall serve until the first annual meeting of the Members and thereafter until their successors have been elected by the Members.

ARTICLE IV

Rights In Common Elements

Section 1. General Easements. In addition to the easements created by the Act, the easements described in this Article XI hereof, the easements described in this Article IV from each Owner to each other Owner, to the Association and to the Declarant are hereby reserved and established. Every Owner and Occupant shall have a right and easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his Unit over those portions of the property designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to every Condominium Unit, subject to the following provisions and limitations:

(a) The right of the Association to control the use and enjoyment thereof as provided by the terms of this Declaration and the Articles and By-Laws which shall include, but not be limited to, the right of the Association to limit the use and enjoyment thereof to the Owners and their respective tenants, guests, contractors, visitors, as well as to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner and his Occupants;

(b) The right of the Association to limit the number of guests, contractors, Invitees, of Owners using the Common Elements;

(c) The right of Owners to the exclusive use of the limited Common Elements appurtenant to their respective Units;

(d) The right of the Association to suspend the voting rights of an Owner for any period of time during which an assessment against his Condominium Unit remains unpaid, or for a reasonable time for infraction of any provision of this Declaration, the By-Laws or its published rules and regulations;

(e) The right of the Association to charge admission and other fees for the use of a particular facility, which fees, unless paid separately, shall be added to the assessment next coming due and payable by an Owner;

(f) The right of the Association to consent to or otherwise cause the construction of additional improvements on the Common Elements to consent to or otherwise cause the alteration or removal of any existing improvements on the Common Elements for the benefit of the members of the Association, provided that this paragraph shall not operate as a partial or total divestiture of title to a Unit Owner or a partial or total divestiture of his undivided interest in the Common Elements, provided, however that in the exercise of the Declarant's rights there shall be no alteration or destruction of another Unit or Limited Common Element which affects another Owner or mortgage holder without the consent of such Owner or mortgage holder;

(g) The right of the Association, acting through the Board, to consent to or join in the grant or conveyance of easements, licenses or rights-of-ways in, on or over the Common Elements for purposes consistent with the intended use of the property as a residential condominium project, provided, however that in the exercise of the Declarant's rights there shall be no alteration or destruction of another Unit or Limited Common Element which affects another Owner or mortgage holder without the consent of such Owner or mortgage holder;

(h) The rights and reservations of Declarant as set forth in this Declaration;

(i) The right of the Association, acting through the Board, to reasonably restrict access to the roof, maintenance areas, and other areas of the Project; and

(j) The right of the Association, acting through the Board, to establish uniform Rules and Regulations pertaining to the use of the Common Elements, and Unit(s).

ARTICLE V

Assessment and Lien

Section 1. Assessments. The Association shall fix and determine, from time to time, the sum or sums of money necessary and adequate to provide for the Common Expenses and shall assess the members for said sums. The procedure for the determination of such assessments shall be set forth in the By-Laws of the Association. The Association, from time to time, shall be obligated to assess Unit Owners in amounts no less than are required to provide funds in advance for the payment of all Common Expenses and other expenses of the Association, as and when due, and to enforce collection of same so that at all times the solvency of the Association, under any definition, is maintained and assured.

(a) Each person, including Declarant, who becomes an Owner of a Unit or any interest therein, covenants and agrees, by acceptance of a Deed to such Unit, to pay all of the assessments set forth in this Declaration and the By-Laws, and all other assessments levied by the Board pursuant to Article VI, of the By-Laws, as and when same become due. Assessments, together with interest thereon and the cost of collection thereof as hereinafter provided, shall be the personal obligation of the Owner or Co-Owners of the assessed Unit at the time the assessment became due, secured by a continuing lien upon such Owner's or Co-Owners' Unit as hereinafter provided, and binding upon the heirs, devisees, personal representatives and assigns of such Owners or Co-Owners.

(b) No Owner may obtain any exemption from liability for assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of his Unit.

Section 2. Purpose of the Assessments. The assessments levied by the Association shall be used exclusively for the general purposes of promoting the health, safety and welfare of the Owners, the use and enjoyment of the Property, the improvement, maintenance, repair and preservation of the Property, and for providing for the administration and enforcement of the provisions of this Declaration, the Articles, the By-Laws and resolutions duly adopted by the Board.

Section 3. Lien for Assessments, Priority and Subordination. All sums assessed in accordance with the provisions of this Declaration, but unpaid by a Unit Owner and chargeable to his respective Unit including interest thereon, shall constitute and be secured by a lien on such Unit and superior to all other liens and encumbrances, except only for (a) all taxes and special assessments levied by governmental and taxing authorities, and (b) all first liens securing sums due or to become due for the purchase or improvement of the Unit, made in good faith and for value and secured by a first vendor's lien or first deed of trust lien filed for record prior to the time such costs, charges, expenses and/or assessments become due, and any second lien securing the improvements filed prior to the time such costs, charges, expenses and/or assessments become due.

To evidence such lien the Association may, but shall not be required to, prepare written notice ("Notice of Lien") setting forth (i) the amount of such unpaid indebtedness and other authorized charges including, without limitation, interest, costs of collection efforts, attorneys' and accounting fees and the cost of preparing and recording the Notice of Lien; (ii) the name of the Owner of the Unit, a sufficient description of the Unit; and (iii) the name and address of the Association, and providing the name and address of the Trustee appointed by the Board of Directors who may act to foreclose the lien. Such Notice of Lien shall be signed by one (1) of the Directors on the Board and may be recorded in the office of the County Clerk of Lubbock County, Texas. Such lien for assessments shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Unit by the Association in like manner as a deed of trust on real property upon the recording of the Notice of Lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorneys' fees. The Owner shall also be required to pay to the Association a reasonable rental for the Condominium Unit during the period of foreclosure,

and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid for the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

After advertising the time, place and terms of the sale of the Condominium Unit so in default, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the Courthouse door of Lubbock County, which notice may be posted by the Trustee acting, or by any person acting for him, the Association has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor and Owner obligated to pay the indebtedness secured hereby according to the records of the Association, by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such Owner or debtor at Owner's or debtor's most recent address as shown by the records of the Association, in a post office or official depository under the care and custody of the United States Postal Service, the Trustee shall sell the Unit, then subject to the lien hereof, at public auction in accordance with such notice at the Courthouse door of Lubbock County, on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the Unit as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding the Owner, their heirs, successors, and assigns; and out of the money arising from such sale, the Trustee acting shall pay first all the expenses of advertising the sale and making the conveyance, including a reasonable commission to himself, and then to the Association the full amount of principal, interest, Attorneys' fees and other charges due and unpaid and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to the defaulting Owner, its successors, heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the defaulting Owner and its successors, heirs and assigns. The Association may be a Purchaser at such sale.

Notwithstanding any other provision contained herein to the contrary, the lien to secure payment of assessments provided for herein shall be subordinate to the lien of the first mortgage (and second lien for improvements as provided above) granted or created by the Owner of any Unit to secure the payment of monies advanced and used for the purpose of purchasing or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien; provided, however, that the sale or transfer of any Unit pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer, except for claims for its pro-rata share of such assessments resulting from a reallocation among all Units. No sale or transfer shall relieve such Unit or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

Upon payment to the Association of the full amount claimed in the Notice of Lien, or other satisfaction thereof, the Board of Directors shall cause to be recorded a Notice of Satisfaction and Release of Lien ("Notice of Release"),

stating the satisfaction and release of the amount claimed. The Board of Directors may demand and receive from the applicable Owner a reasonable charge for the preparation and recordation of the Notice of Release before recording it. Any purchaser or encumbrancer who has acted in good faith and extended value may rely upon the Notice of Release as conclusive evidence of the full satisfaction of the sums stated in the Notice of Lien.

Upon completion of the foreclosure sale, the Owner or occupant shall become the tenant at will and an action may be brought by the Association or the purchaser at the sale in order to remove a defaulting Unit Owner from possession of his former foreclosed Unit, and the defaulting Owner shall be required to pay the reasonable rental value for such Unit(s) during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable by the Association without foreclosing or waiving the lien securing the same. Any recovery resulting from a suit in law or equity initiated pursuant to this Section may include recovery of such reasonable attorneys' fees and costs of suit as fixed by the Court.

Section 4. Default, Interest and Acceleration. Any assessment permitted to be levied under the Declaration shall be due upon the receipt of a statement or notice of same, unless otherwise provided herein to the contrary. Any assessment not paid within thirty (30) days following the date of assessment, unless another period for default is hereinabove stated (in which even such other default period shall apply), shall bear interest from the date of assessment to the date of payment at the highest lawful rate of interest, or at the rate of eighteen percent (18%) per annum, whichever is less. Upon default, the Association may enforce its lien, instigate collection proceedings against the Owner, suspend privileges as herein provided, and pursue such other legal and equitable remedies to which it may be entitled. Upon any such default by a Unit Owner or a Unit in the covenant to pay assessments and other charges which may become due pursuant to this Article V, the Association, acting through its Board of directors, may accelerate the entire balance of assessments due on account of said Units for the remainder of the fiscal year, and cause the entire balance thereof to be immediately due and payable.

Section 5. Miscellaneous. The amount of the assessments levied against each Condominium Unit shall also be a personal debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

Any person holding a lien on a Condominium Unit may pay any unpaid Common Expense payable with respect to such Unit, and upon such payment, such person shall have a lien on such Unit to secure the amount paid, such lien to be of the same rank and priority as such person's original lien.

ARTICLE VI Maintenance

Section 1. Association Maintenance Responsibilities. Subject to the provision in the Declaration pertaining to eminent domain and subject to destruction of improvements, the Association shall paint, maintain, repair and replace the Common Elements, Limited Common Elements, and improvements thereon (excluding

glass areas of the building housing Condominium Units) or shall contract for such maintenance, repair and replacement to assure maintenance of the Common Elements, Limited Common Elements, and improvements thereon, in a state of good repair, condition and appearance reasonably consistent with the level of maintenance reflected in the initial budget for the Association. The responsibility of the Association for maintenance, repairs and improvements shall include, without limitation, the right, without obligation, to (1) perform all corrective maintenance and care and repair work within any Unit, if the Owner fails to maintain such Unit as hereinafter provided; (2) repair and payment for all centrally metered utilities including water and sewage, and electricity charges, and mechanical and electrical equipment serving the Unit(s), Common Elements and Limited Common Elements; (3) repair and maintain all walks, easements and other means of ingress and egress within the Property; (4) if determined by the Board to be economically feasible, periodically inspect and adopt a preventative program for the prevention and eradication of infestation by pests and organisms in the Project; and (5) to perform such other items and matters as may be tabulated in Article VI of the By-Laws. All such costs of maintenance, repairs and replacements for the Project shall be paid for as Common Expenses out of the Maintenance Funds as provided in the By-Laws. All work performed for and on behalf of an Owner which is not the responsibility of the Association shall be charged to the Owner as a special assessment, as provided in the By-Laws. The Association shall not maintain, repair and replace the heating, ventilation and air conditioning equipment serving each Unit or the concrete slabs on which such equipment is situated, and the maintenance, repairs and cost thereof shall be the responsibility of each Unit Owner.

Section 2. Owners Maintenance Responsibilities. Each Owner shall maintain, replace, paint, paper, plaster, tile, finish and restore or cause to be so maintained, repaired, replaced and restored, at his sole expense, all portions of his Unit, including the interior surfaces of the walls (including glass areas), ceilings, floors doors and permanent fixtures, in an operable, clean, sanitary attractive condition, in accordance with the Unit plan and the original construction design of the improvements. It shall further be the duty of each Owner, at his sole expense, to keep both his Unit and the Project generally free from debris and in a reasonably good state of repair subject to the approval of the Board of Directors. However, no Owner shall be responsible for the periodic structural repair, resurfacing, replacement or painting of the exterior of his Unit, so long as the painting, repair or replacement is not caused by the willful or negligent acts or excessive use of the Owner or his Invitees. No bearing walls, ceilings, floors or other structural or utility bearing portions of the building housing the Unit shall be pierced or otherwise altered or repaired, without the prior written approval of the plans for the alteration or repair by the Board of Directors. Each Owner shall be responsible for paying when due all charges and maintaining and repairing those portions of any plumbing, heating and cooling equipment and other utilities which are located within or which exclusively serve his Unit.

Section 3. Mechanics' Lien. Each Owner agrees to indemnify and to hold the Association and each of the other Owners harmless from any and all claims

of mechanics' or materialmen's liens filed against other Units and the appurtenant Common Elements for labor, materials, services or other products incorporated in the Owner's Unit. In the event a claim for any such lien is recorded, then, within fifteen (15) days thereafter, such Owner shall be required to deposit with the Association cash or negotiable securities equal to one hundred twenty-five percent (125%) of the sum of the amount of such claim plus interest at the rate of eighteen percent (18%) per annum on the amount of such claim for a period of one (1) year, together with a sum equal to twenty-five percent (25%) of the amount of such claim, which latter sum may be used by the Association for any costs and expenses incurred, including attorneys' fees. Such cash or securities shall be held by the Association pending final adjudication or settlement of the claim. Any deficiency shall be paid by the Owner, and the Owner's failure to so pay shall entitle the Association to make such payment. The amount so paid by the Association shall be a debt of the Owner and shall be a lien against the Unit of such Owner which may be foreclosed as is provided in this Declaration. Such Owner shall be liable to the Association for payment of interest at the highest rate permitted by applicable law (or, if no maximum rate is prescribed by applicable law, at the rate of two percent (2%) per month) on all such sums paid by the Association until the date of repayment by such Owner.

ARTICLE VII

Insurance

Section 1. Association Insurance Responsibilities. The Association shall by its Board of Directors, obtain and maintain in effect at all times a master blanket insurance policy, as set forth herein, insuring the Condominium Project against public liability, fire, vandalism and malicious mischief in connection with the individual Units, Common Elements, Limited Common Elements, and public ways of the Project, with endorsement for standard extended coverage for the full insurable replacement value, of the Condominium Property, common personal property and supplies, fixtures, service equipment and improvements as a common expense, but not land, foundation, excavation and other matters customarily excluded from coverage. The named insured shall be the Association, individually and as agent for the Owners, without naming them, and as agent for their mortgagees. In addition to this above provision the insurer shall be governed by the following provisions:

(a) That the insurer waives its rights of subrogation to any claims against the Declarant, Board of Directors, the Managing Agent (if any), the Owners and their respective agents, employees, guests, licensees, patrons, and tenants;

(b) That the master policy on the Condominium Project cannot be cancelled, invalidated, or suspended on account of the conduct of any member of the Board, officer or employee of the Board of Directors or the Managing Agent (if any), or Owners, without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect;

(c) That the policy may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the Board of Directors, and to each holder of a first mortgage which is listed as a scheduled holder of a

first mortgage in the insurance policy;

(d) That the net proceeds of such policies, if less than Twenty-Five Thousand Dollars (\$25,000.00), shall be payable to the Board of Directors, and if more than Twenty-five Thousand Dollars (\$25,000.00) shall be payable to the Insurance Trustee designated in Section 8 of this Article;

(e) All policies of insurance shall be written with a company licensed to do business in the State of Texas, and holding a rating of "A+" or better by Best's Insurance Reports, or equivalent;

(f) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees, so that proceeds recoverable under all policies shall be cumulative of other Association policies and policies of individual Owners; and

(g) Provisions shall be made for the insurance of Mortgagee endorsements and memoranda of insurance to Mortgagees. If required by any Mortgagee who owns a majority of the loans on the Units, such policies shall provide that payments for losses thereunder by the Insurer shall be made to an Insurance Trustee. In the event an Insurance Trustee is so required, an insurance trust agreement shall be executed by the Association in form satisfactory to the Insurance Trustee and said Mortgagees.

Section 2. Coverage.

(a) Casualty. The building, and all improvements, Common Elements, Limited Common Elements, and publicways, including individual Units and improvements thereto, upon the property described in Exhibits "A" and "B" of the Declaration shall be insured in an amount equal to 100% of the full replacement value thereof with extended coverage, and agreed amounts of endorsements, excluding foundation and excavation costs and other matters customarily excluded from coverage (less reasonable deductible), said value to be determined annually by the Board of Directors. Such coverage shall afford protection against:

(i) risk of loss or damage by fire and other hazards covered by standard extended coverage endorsement;

(ii) such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings described in this Section 2 including, but not limited to, vandalism and malicious mischief; and

(iii) It shall be the responsibility of each Owner to provide insurance on all personal property located within his Unit.

(b) The Association, Board and Unit Owners shall be insured against public liability in connection with the Common Elements, and public ways of the Project, in such amounts and with such coverage as shall be required by the Board of Directors, including, but not limited to, hired automobile and nonowned automobile coverages, including a cross liability endorsement to cover liabilities of the Owners as a group to an Owner, his guests, agents, tenants and licensees. The Board of Directors shall review such limits once a year, but in no event shall such insurance coverage be less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury, including deaths of persons, and property damage with respect to any one accident or occurrence and ONE MILLION DOLLARS

(\$1,000,000) with respect to any claim for property damage. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to his ownership and use of his Unit, and the Board of Directors shall not be responsible for obtaining such insurance.

(c) Workmen's compensation insurance shall be procured meeting all the requirements of the laws of Texas, if, in the opinion of the Board, it is necessary or desirable;

(d) The Association will obtain errors and omissions liability insurance, if available, for its Directors, Officers and employees;

(e) The Association will obtain such other insurance as the Board of Directors shall determine from time to time to be desirable, including but not limited to, coverage of or protection against plate glass, contractual and all-written contract insurance, medical injuries, host liquor liability, flood insurance, employer's liability insurance, and non-owned automobile liability insurance;

(f) The Association shall procure and maintain Fidelity Bond coverage on behalf of the Association for any person or entity handling funds of the Association. Such fidelity bond coverage shall be in an amount equal to or greater than the maximum amount of Association funds handled at any given time by the individual or entity being bonded, as determined by the Board of Directors; however, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments in all Units plus reserve funds; and

(g) The above coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of Common Elements, Limited Common Elements and legal liability arising out of lawsuits related to employment contracts of the Association.

Section 3. Individual Insurance. Each Unit Owner shall be responsible at his own personal cost and expense, for his own personal insurance on the contents of his own Unit and furnishings and personal property therein and his personal property stored elsewhere on the Property, as well as his personal liability to the extent not covered by the liability insurance for all of the Unit Owners which may be obtained by the Association as common expense, and to the extent not covered under Article VI, Section 12(e) of the By-Laws.

Section 4. Insurance Premiums. Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Directors shall be a Common Expense to be included in the Annual Assessments levied by the Association and collected from the Owners. That portion of the Annual Assessments necessary for the required insurance premiums shall be separately accounted for by the Association in the Reserve Fund, to be used solely for the payment of premiums of required insurance as such premiums become due.

Section 5. Board of Directors; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association,

the Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Board of Directors. The Board shall receive such proceeds as are paid for the benefit of the Owners and their Mortgagees in the following shares:

(a) Units. Proceeds on account of damage to Units shall be held in the following shares:

(i) When the Units are to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association; and

(ii) When the Unit(s) are not to be restored, a share for each Owner, such share in proportion to the value of each Unit.

(b) Mortgages. In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Owner shall be held in trust for the Mortgagee and the Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Owner and Mortgagee pursuant to the provisions of the Declaration.

Section 6. Distribution of Proceeds. Proceeds of insurance policies received by the Board of Directors shall be distributed in the following manner:

(a) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee; and

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittance to Owners and their Mortgagee being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

Section 7. Association as Agent. The Association is hereby irrevocably appointed agent for each Owner and for each holder of a mortgage or other lien upon a Unit with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 8. Trustee for Policies. The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as

provided for in Section 1 of this Article shall be paid to the Board of Directors as Trustees. The Board shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article VIII of this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two (2) officers of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds.

Section 9. Actions as Trustee. Except as otherwise specifically provided in this Declaration, the Board, acting on behalf of the Association and all owners, shall have the exclusive right to bind such parties with respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance. Duplicate originals or certificates of all policies of fire and casualty insurance maintained by the Association and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Association to all Mortgagees who have requested the same in writing.

Section 10. Annual Insurance Review. The Board shall review the insurance carried by or on behalf of the Association at least annually, for the purpose of determining the amount of the casualty and fire insurance referred to in Section 1 above. If economically feasible, the Board shall obtain a current appraisal of the full replacement value of the Improvements on the Property except for foundations and footings, without deduction for depreciation, from a qualified independent insurance appraiser, prior to each such annual review.

ARTICLE VIII

Destruction of Improvements -- Repair and Reconstruction

Section 1. Appointment of Attorney-in-Fact. This Declaration hereby makes mandatory the irrevocable appointment of the Association as the Attorney-in-Fact of all Owners to deal with the Project upon its destruction or obsolescence. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute appointment of the Attorney-in-Fact herein provided. All of the Owners irrevocably constitute and appoint the Association their true and lawful Attorney in their name, place and stead, for the purpose of dealing with the Project upon its destruction or obsolescence as hereinafter provided. As Attorney-in-Fact, the Association, by its authorized Officers, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Unit Owner which are necessary and appropriate to exercise the powers herein granted.

Section 2. Repair and Reconstruction Defined. Repair and reconstruction of the improvements, as used in the succeeding sections and paragraphs, means restoring the improvements to substantially the same condition in existence prior to the damage in substantial accordance with the plans and specifications under which the Condominium Property, Units, and Common Elements were originally constructed, with each Unit, and Common Elements having the same vertical and horizontal boundaries as before the damage. The proceeds of any insurance collected shall be made available to the Association as an Insurance Trustee for the purpose of repair, restoration and replacements, unless all of the Owners and all of the first Mortgagees agree not to rebuild in accordance with the provisions hereinafter set forth.

Section 3. Less than Two-Thirds Destruction. If less than two-thirds (2/3) of the Project, exclusive of land, as determined by a qualified architect appointed by the Board and approved by a majority of the affected Mortgagees, shall be damaged by fire or any other casualty, then the Project shall be rebuilt or repaired upon majority vote of a quorum of members holding two-thirds (2/3) of the votes entitled to be cast at a special meeting called for such purposes. At such meeting a "Plan for Reconstruction" based upon cost estimates as provided in Section 4(a) hereof shall be adopted. If no Plan for Reconstruction is adopted within 180 days after determination of the extent of damage and amount of insurance proceeds resulting from such destruction, the Owners may exercise the buy-out contemplated in Section 6 hereof.

Section 4. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of a Unit or Units, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the Unit(s) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary. The Association shall, at a special meeting called for such purpose, by majority vote of a quorum of members holding two-thirds (2/3) of the votes entitled to be cast, meet to ratify and adopt the plan for reconstruction based upon said estimates.

(b) Assessments. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, special assessments shall be made against the Owners whose Unit(s) were damaged by fire and in accordance with Article VI, Section 12, of the By-Laws, and same shall constitute a lien against each such Owner's Unit, and the undivided interests in the Common Elements, and may be enforced and collected as provided in Article V; said lien shall, however, be subordinate to any prior recorded first lien as elsewhere provided herein. Should the Association elect to foreclose its use, as provided in Article V, Section 3 hereof, and in the By-Laws the proceeds derived from the sale of such Condominium Unit shall be used, applied and disbursed by the Association, as Attorney-in-Fact, in the order therein provided.

(c) Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair of Units shall not constitute a claim or basis for any proceeding or action by the Owner upon whose Units such encroachment exists, provided that such reconstruction was substantially in accordance with the Architectural Plans under which the Condominium Project and Units were originally constructed. Such encroachment shall be allowed to continue in existence for so long as the reconstructed Units shall stand.

Section 5. Disbursements of Construction Funds.

(a) Construction Fund. The net proceeds of insurance collected on account of a fire or other casualty and the funds collected by the Board of Directors from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Article. The Association, by and through its Board of Directors and pursuant to the power of attorney hereinabove set forth, shall have the authority to cause to be made the repair and restoration of the improvements using, for such purpose the Construction Fund, notwithstanding the failure of an Owner to pay the assessment.

(b) Method of Disbursements. The construction fund shall be paid by the Board of Directors pursuant to the hereinabove described power of attorney or by the Insurance Trustee, as the case may be, in appropriate progress payments, to such contractors, suppliers, and personnel performing the work or supplying materials or services for the repair and reconstruction of the Unit(s) as are designated by the Board of Directors.

(c) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after the payment of all the costs of the reconstruction and repair for which the fund is established, such balance shall be deposited in the Association operating fund, or rebated to the Owner or Owners as their interests may appear.

(d) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Treasurer, and the Secretary of the Association and by the Board of Directors certifying:

(i) Whether or not the damaged Condominium Project and Units are required to be reconstructed and repaired;

(ii) The name of the payee and the amount to be paid with respect to disbursements from any construction fund held by it, or whether surplus funds to be distributed are less than the assessments next to be paid by the Owners; and

(iii) All other matters concerning the holding and disbursing of any construction fund held by it. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

Section 6. When Reconstruction Is Not Required.

(a) If such damage shall affect more than two-thirds (2/3rds) of the Condominium Project, then reconstruction shall not be compulsory without the

unanimous consent of all of the Owners. If the Owners shall consent to reconstruct, the above provisions of this Article VIII shall apply to the reconstruction, and to the receipt and disbursement of funds. If, however, such consent is not obtained, and plans to repair and reconstruct are abandoned, the insurance settlement proceeds shall be collected by the Association, the land and remaining improvements shall, if the Owners so elect, be sold and such proceeds shall be divided by the Association according to each Unit Owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into as many separate accounts as there are Units, each such account representing one (1) of the Condominium Units in the Project. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of its Owners. From each separate account, the Association, as Attorney-in-Fact, shall use and disburse the total amount of each such accounts, without contribution from one (1) account to another, by the Association, as Attorney-in-Fact, and in the following order:

- (i) For payment of taxes and special assessment liens in favor of any assessing agency;
- (ii) Next, to the payment of the balance of indebtedness secured by a lien of any first Mortgagee;
- (iii) Next, to the payment of unpaid assessments;
- (iv) Next, to the payment of the balance of indebtedness secured by junior liens and encumbrances, in the order and to the extent of their priority; and
- (v) The balance remaining, if any, shall be paid to the Unit Owner.

Upon such sale of the land and remaining improvement by the Association as Attorney-in-Fact for all of the Owners, said land shall be conveyed free and clear of the provisions contained in this Declaration, the plat and the By-Laws.

(b) Alternatively, the Owners may, by affirmative vote of a majority of Owners at a meeting of the Association duly called for such purpose, elect to purchase all the ownership interests in the Property of those voting not to rebuild or those who vote against the Plan for Reconstruction. 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 in such manner and form as may be necessary to effect the sale and purchase. The purchase price for each ownership interest being purchased shall be payable to the Owner and the Owner's Mortgagees as their interests shall appear and shall be an amount equal to the Owner's percentage interest in the Association's insurance proceeds plus an amount equal to the then fair market value of the Property, considered as a whole, excluding such insurance proceeds and less the amount of any liens against the Property or any part thereof.

ARTICLE IX

Declarant's Rights and Reservations

No provision in the Articles, By-Laws or this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right

of Declarant to complete improvements to and on the Common Element or Units or any portion of the Project (including any Condominium Units to be located in Additional Property (Phase), if any) owned solely or partially by Declarant. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, model Unit(s) signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of its business of completing the work and disposing of the Units by sale, lease or otherwise, provided, however, that in the exercise of such rights there shall be no alteration or destruction of a Unit or Limited Common Elements that affect another Owner or mortgage holder without the consent of such Owner or mortgage holder. Each Owner by accepting a deed to a Unit and improvements thereon hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a Unit in the Project by a purchaser from Declarant to establish on that Property, additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the property, provided, however, that in the exercise of such rights there shall be no alteration or destruction of a Unit or Limited Common Elements that affect another Owner or mortgage holder without the consent of such Owner or mortgage holder. Declarant may use any Units owned by Declarant in the Project as model complexes or sales or leasing offices. The rights of Declarant under this Declaration may be assigned by Declarant to any successor in interest to any portion of Declarant's interest in any portion of the property by a recorded written assignment.

Declarant shall be entitled to the nonexclusive use of the Common Element thereon, without further cost for access, ingress, egress, use or enjoyment, in order to show the property to its prospective purchasers or lessees and dispose of the property as provided herein. Declarant, its successors and tenants, shall also be entitled to the nonexclusive use of any portions of the Common Element, which comprise drives and walkways for the purpose of ingress, egress and accommodating vehicular and pedestrian traffic to and from the property. Each Owner hereby grants, upon acceptance of the deed to his Unit and irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise its rights under this Article. This article shall be applicable for so long as any Unit in the Project remains unsold, and, in this connection, Unit purchasers and their heirs, personal representatives, tenants, successors and assigns, are advised that Declarant may, but shall not be required to maintain its permanent offices in one or more Units, and, during the period of such ownership and prior to the time all such Units in the Project are sold to others than Declarant, Declarant reserves the right to exercise the reserved rights hereunder.

ARTICLE X

Use Restrictions and Architectural Control

Reasonable regulations and restrictions concerning the use of the Condominium Project may be made and amended from time to time by the Board of Directors in the manner provided by the By-Laws of the Association which are attached hereto and made a part of this Declaration as Exhibit "E". The Association shall have the right to fine the Unit Owner for violation of rules, regulations and restrictions or the failure to maintain the Unit, or to take other steps as provided in the By-Laws to ensure compliance; provided, however, that until the Declarant has closed the sale of all of the Units in the Condominium, neither the Condominium Unit Owners, nor the Association, shall interfere with the sale or lease by the Declarant of the Units. The Declarant may make such use of the unsold units and Common Elements, Areas, as may facilitate such completion and sales, including, but not limited to, maintenance of a sales office, model units, showing the property, and the display of signs. The Board of Directors is also empowered, pursuant to the By-Laws, to exercise architectural control over the Project.

ARTICLE XI

Easements and Rights of Entry

Each Unit shall have appurtenant to it and shall be subject to the following easements:

Section 1. Easements Over Common Elements. Each Unit shall have appurtenant thereto and each Unit Owner thereof shall have nonexclusive easements in the General Common Elements, including, but not limited to, walkways, stairways, exterior corridors, sidewalks, streets and parking areas, designed for such purposes as ingress to, egress from, utility services for and support of such Unit, for throughways, and such other purposes reasonably necessary for use, maintenance, and enjoyment of a Unit in the Project, said easement to be for the benefit of Declarant, its successors, purchasers and all Unit Owners; their patrons, employees, guests, tenants and invitees.

Section 2. Limited Common Elements. Each Unit shall have appurtenant thereto an easement in the limited common elements, subject to the exclusive or limited use of the limited common elements as herein provided.

Section 3. Maintenance and Repair. Declarant, the Board of Directors and all agents, officers and employees of the Association, shall have nonexclusive easements over the Common Elements, Limited Common Elements and Units as necessary to maintain and repair the Common Elements and Units, and to perform all other tasks and duties in accordance with the provisions of this Declaration, Articles and By-Laws. Such easements over the Common Elements, and Units shall be appurtenant to and binding upon, and shall pass with the title to, every Unit.

Section 4. Support. Each Unit shall have appurtenant thereto an easement in all other Units in the Building in which it is located for support.

Section 5. Easements for Encroachments. If any portion of the General Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of a Unit encroaches upon the General Common

Elements, or upon adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the General Common Elements, Limited Common Elements, and the Units. In no event, however, shall an easement for any encroachment be created in favor of any Unit Owner if such encroachment occurred due to the willful conduct of said Owner. In the event a Building or any part thereof is totally or partially destroyed, and then rebuilt, the Owners of the Units agree that all encroachments of or upon the Common Elements, Limited Common Elements, facilities, and Units due to reconstruction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 6. Rights of Entry. The Board of Directors and its authorized agents shall have a limited right of entry in and upon the General Common Elements, Limited Common Elements and the interior of all Units for the purpose of inspecting the Property, and taking whatever corrective action considered necessary or proper by the Board of Directors, pursuant to the provisions of this Declaration, and removing violations of the provisions of this Declaration, the By-Laws and Articles of Incorporation hereinafter adopted, including providing necessary Common Element, Limited Common Element and Unit repairs or maintenance, inspecting and reading of any special electrical metering devices and correcting any emergency originating in or threatening the Units, Common Elements or Limited Common Elements. The Board shall be entitled to obtain a key to all Units in order to facilitate this right. However, no provision herein shall be construed to impose any obligation upon the Association to maintain or repair any property or improvements required to be maintained or repaired by the Owners. Subject to the foregoing, each Owner shall be entitled to exclusive occupancy and control over the interior of his Unit. Furthermore, an Owner shall permit other Owners, or their representatives to enter his Unit for the purpose of performing required installations, alterations or repairs to the mechanical or electrical and air conditioning and heating services to a Unit, provided that such requests for entry are made in advance and entry is made at a time reasonably convenient to the Owner whose Unit is to be entered, and, provided further, that the entered Unit is left in substantially the same condition as existed immediately preceding such entry. In case of an emergency, such right of entry shall be immediate. Upon receipt of reasonable notice from the Association (which shall in no event be less than three (3) days, each Owner shall vacate his Unit in order to accommodate efforts by the Association to eradicate the infestation of wood destroying or other pests and organisms from the Common Elements or Limited Common Elements or to perform any other maintenance or repairs pursuant to the Declaration. The cost of eradicating any such infestation or of performing any such maintenance or repairs shall be a Common Expense of the Association; however, each Owner shall bear his own costs of temporary relocation. The Board shall have the right of entry to the Units and the right to remove Owners from their Units, as necessary, to accomplish its duties as provided herein.

Section 7. Easements for Air Conditioning and Utility Lines. An easement in each Unit shall exist for the benefit of other Units for pipes, wires, conduits, air conditioning and heating ducts and lines and utility lines serving more than one Unit as set forth in Section 6 of Article II hereof.

Section 8. Easements to Run With Land. All easements and rights described herein are easements, appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Owner, purchaser, Mortgagee and other person having an interest in the Project or any part or portion thereof.

Section 9. Use by Declarant. Until Declarant has completed all of Declarant's contemplated improvements and closed the sales of all of the Units (including any Units to be located in the Additional Property, if any), neither the Owners nor the Board nor the use of the Project nor the application of this Declaration shall interfere with the completion of the contemplated improvements and the sale of the Units. Declarant shall have an easement over the Common Elements for (i) completion of the improvements contemplated hereby and (ii) for making repairs to the improvements to the Project. Declarant may make such use of the unsold Units and of the Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Project and the Units therein, the display of signs thereon and therein and the transient use of Units and parking areas therein.

ARTICLE XII

Mortgage Protection Clause

Section 1. Mortgage Protection. Notwithstanding any other provision of the Declaration, no amendment or violation of this Declaration shall operate to defeat or render invalid the rights of any Mortgagee under any mortgage upon a Unit made in good faith and for value, and recorded prior to the recordation of such amendment; provided, that, after the foreclosure of any such mortgage, such Unit shall remain subject to this Declaration, as amended. Notwithstanding any and all provisions of this Declaration to the contrary, in order to comply with the requirements of Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Veterans Administration (VA), and/or the Federal Housing Administration (FHA), or to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering the Condominium Units, and to participate in the financing of the sale of Units within the Project, the following provisions are added hereto, and to the extent these added provisions, pertaining to the rights of Mortgagees, conflict with any other provisions of this Declaration, these additional provisions shall control, to-wit:

(a) Each first Mortgagee of a Mortgage encumbering any Condominium Unit, upon filing a written request for notification with the Board, is entitled to written notification from the Association of any default by the Mortgagor of such Condominium Unit in the performance of such Mortgagor's obligations under

the Restrictions which default is not cured within thirty (30) days after the Association learns of such default. For purposes of this Declaration, a "first Mortgagee" shall mean a Mortgagee of a Mortgage with first priority over other Mortgages on a Condominium Unit.

(b) Each Mortgagee holding a mortgage encumbering any Unit which obtains title to such Unit pursuant to judicial or nonjudicial foreclosure of the powers provided in such Mortgage shall take title to such Unit free and clear of any claims for unpaid assessments or charges against such Unit which accrued prior to the acquisition of title to such Unit by the Mortgagee;

(c) Unless at least two-thirds (2/3) of the Mortgagees based upon one vote for each Unit mortgaged, and sixty-seven percent (67%) of the Owners other than Declarant, have given their prior written approval, neither the association nor the Owners shall:

(i) By act or omission seek to abandon, terminate, partition, subdivide encumber, sell or transfer the Property, and/or the improvements thereon, but the granting of easements for public utilities or for other public utilities or for other public purposes consistent with the intended use of such Property shall not constitute a transfer within the meaning of this clause; or

(ii) Change the method of determining obligations, Assessments, dues or other charges which may be levied against any Owner, or the method of allocating distributions of hazard insurance proceeds or condemnation awards; or

(iii) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the appearance of the Units or Common Elements, the maintenance of the Units;

(iv) Fail to maintain Fire and Extended Coverage insurance on insurable Project on a current replacement cost insurable value basis, in an amount estimated by the Board to be one hundred percent (100%) of said value exclusive of land and other items customarily excluded from coverage;

(v) Use hazard insurance proceeds for losses to improvements to the Project for other than the repair, replacement or reconstruction of such improvements, subject to the provisions of Article VIII of this Declaration;

(vi) Amend this Declaration or the Articles of Incorporation or By-Laws of the Association in such a manner that the rights of any Mortgagee will be adversely affected;

(vii) Terminate professional management and assume self-management of the Properties, when professional management previously has been required by any First Mortgagee, Insurer or Guarantor of a First Mortgage.

(d) Mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours, (2) require from the Association the submission of audited annual financial reports and other financial data, (3) designate in writing a representative to attend all such meetings, (4) receive written notice of all Association meetings of Members, and, in this connection, one such request for written notice of a meeting shall constitute a request for prior written notice of all subsequent Association meetings, but such notice need not be delivered by certified mail, return receipt requested, and (5) receive a report of any Assessments unpaid by its Mortgagor.

(e) Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a lien against any Condominium Unit and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Condominium Unit, and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

(f) The Reserve Fund for repairs and replacements described in Article VI, Section 17 of the By-Laws, must be funded by regular payments rather than by large Special Assessments.

(g) The Board shall secure and cause to be maintained in force at all times a fidelity bond for any person or entity and their employees handling funds of the Association, including, but not limited to, employees of any professional manager; and

(h) Upon the written request of a Mortgagee, the Association shall notify such Mortgagee of any unsecured default by the Mortgagor. For purposes of this Section, an unsecured default is any default by Mortgagee in the performance of such Mortgagee's obligations, as set forth in this Declaration, which remains unsecured within thirty (30) days following the act of the default.

(i) The consent of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association, and fifty-one percent (51%) of the First Mortgagees of Units (based upon one vote for each First Mortgage owned), add or amend any material provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association (provided that such additions or amendments shall not be considered material if they are for the purpose of correcting technical errors or for clarification only; and further provided that this subsection shall not apply to amendments to this Declaration, the Articles of Incorporation or By-Laws of the Association made as a result of destruction, damage or condemnation of the Property or the improvements thereon), which establish, provide for, govern or regulate any of the following;

- (i) voting;
- (ii) assessments, assessment liens or subordination of such liens;
- (iii) reserves for maintenance, repair and replacement of those elements of the Project, or any improvements situated thereon which must be maintained, repaired or replaced on a periodic basis;
- (iv) insurance, including but not limited to fidelity bonds;
- (v) rights to use of the Condominium Project, or any improvement situated thereon;
- (vi) responsibility for maintenance and repair of any portion of Timber Ridge;
- (vii) expansion or contraction of the Property, or the addition, annexation or withdrawal of Property to or from Timber Ridge;
- (viii) boundaries of any Unit;
- (ix) convertibility of Units into Common Elements, or Common Elements into Units;
- (x) leasing of Units;
- (xi) imposition of any right of first refusal or similar restriction on the right of any Owner to sell, transfer or otherwise convey his Unit;

(xii) any provisions which are for the express benefit of First Mortgagees, or Insurers or Guarantors of First Mortgages.

(j) No Unit may be leased or rented for a period of less than thirty (30) days. Any agreement for the leasing or rental of a Unit shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Declaration, the Articles and the By-Laws. All such agreements shall be in writing and shall provide that any failure by the Lessee to comply with the terms of this Declaration, the Articles and the By-Laws shall be a default under the agreement.

Section 2. Record of Mortgage. Any Owner who mortgages his Unit shall notify the Association of such fact and shall furnish the Association the name and address of his Mortgagee and a copy of his mortgage held by such Mortgagee. Each Mortgagee shall be entitled to notify the Association that such Mortgagee holds a mortgage on a Unit. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units".

Section 3. Notices. Upon written request to the Association, identifying the name and address of the First Mortgagee, Insurer or Guarantor of a First Mortgage and the residence address of the property which is subject to such First Mortgage, each such First Mortgagee, Insurer or Guarantor of a First Mortgage of a Unit shall be entitled to timely written notice of:

(a) Any delinquency in the payment of assessments or charges owed to the Association by the Owner of the Unit subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, Insurer or Guarantor, or any default by such Owner in any obligation under the Declaration, Articles of Incorporation or By-Laws of the Association and the Board of Directors of the Association has actual knowledge of such default, when such delinquency and/or default remains uncured for a period of sixty (60) days;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(c) Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association; provided, however, that notices of meetings need not be mailed by certified mail, return receipt requested. Such address may be changed from time to time by notice in writing to the Association.

ARTICLE XIII
Eminent Domain

In the event all or any part of the Property is taken or threatened to be

taken by eminent domain or by a power of the nature of eminent domain, whether permanent or temporary, the rules in this Article XIII shall govern the rights and duties to contest or defend the taking, the restoration of the Property, the distribution of awards by condemning authorities, and the decision-making process of the Association and Unit Owners, to-wit:

Section 1. Participation in Proceedings. In the event that an action in eminent domain is brought to condemn all or a portion of the Common Elements, together with or apart from any Unit, in addition to the general powers hereinafter set forth, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding. If the Association shall elect to defend or resist the proceeding and it has not first elected to settle or convey the property in lieu of the proceeding, each owner shall be individually entitled to participate in the proceeding at such Owner's or Owners' respective expense. The expense of participation in such proceedings by the Association shall be a common expense borne by the Association. In this connection, the Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons and services as the Association, in its discretion, considers to be necessary or advisable to aid or advise it in matters relating to such proceedings.

Section 2. Notice of Proceedings. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all Mortgagees known to the Association to have an interest in any Unit.

Section 3. Meeting to Determine Whether or Not to Restore. After the damages or awards for such taking have been determined, the Association shall call a special meeting of the Owners and Mortgagees, at which meeting the Owners, by a majority vote, shall determine whether to replace or restore, as far as possible, the General Common Elements, Condominium Units so taken or damaged as follows:

(a) In the Event of Restoration of General Common Elements. Should the Owners, by majority vote as aforesaid, elect to replace or restore the General Common Elements, award and damage monies received by the Association shall be used, as far as practicable, to the replacement and restoration of the General Common Elements. In this regard, if it is determined that such General Common Elements should be replaced or restored by obtaining other land or by building additional structures, this Declaration and Map attached hereto shall be duly amended by recorded instrument executed by the Board on behalf of the Owners.

(b) In the Event of Restoration of Units. In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds percent (66 2/3%) of the total number of Units, then the damages and awards for such taking shall be determined for each Unit as provided in Section 4(b) of this Article, and the following shall apply:

(i) The Association shall determine which of the Units damaged by

such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Property and the reduced size of each Unit so damaged.

(ii) The Association shall determine whether it is reasonably practicable to operate the remaining Units in the Property, including those damaged Units which may be made tenantable as a Unit in the manner provided in this Declaration.

(iii) In the event the Association determines it will be reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable as a Unit, then the damages and awards made with respect to each Unit which has been tenantable shall be applied to the repair and reconstruction of such Unit so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be specially assessed against those Units which are damaged. With respect to those Units which may not be tenantable and which the Association elects not to repair, reconstruct and restore, the award made shall be paid as set forth in Section 4(b) hereof, and the remaining portion of such damaged or unrestored units, if any, shall become part of the Common Elements; upon the payment of such award for the account of such Owner of the damaged and unrestored Units, as herein provided, the percentage ownership interest in the Common Elements appurtenant to each remaining Unit shall be equitably readjusted to distribute the ownership of the undivided interest in the General Common Elements formerly appurtenant to the damaged and unrestored Unit or Units among the reduced number of Owners.

(c) In the Event of No Restoration. In the event that such eminent domain proceeding results in the taking of or damage to (i) one (1) or more, but less than sixty-six and two-thirds percent (66 2/3%) of the total number of Units and the Association determines that it is impractical to operate the undamaged Units and the damaged Units which could be made tenantable, or (ii) the entire property or sixty-six and two-thirds percent (66 2/3%) or more of the Units are taken or damaged by such taking, then in either such event, the following shall apply:

(i) All damages and awards shall be paid to the accounts of the Unit Owners, as herein provided in Section 4(b) in the proportion of their fractional ownership interest in the Common Elements, and this Condominium Regime shall terminate upon such payment.

(ii) Upon such termination, the Units and the Common Elements shall automatically be merged into a single estate owned in undivided interest by all owners as tenants-in-common in the ownership interest previously owned by each Owner in the Common Elements.

(iii) If more than sixty-six and two-thirds percent (66 2/3%) of all of the Common Elements, exclusive of land, are destroyed or damaged, and if the Owners representing the aggregate ownership of one hundred percent (100%) of the Common Elements do not, within one hundred (100) days thereafter, voluntarily make provision for reconstruction, which plan or provision must first have the approval or consent of one hundred percent (100%) of the Mortgagees, the Association, acting by and through its President and Secretary, shall forthwith cause to be placed of record a notice setting forth such fact or facts, and upon

the recording thereof, the entire remaining Premises shall be sold by the Association, as Attorney-In-Fact for all Owners, free and clear of the provisions hereof, the Articles of Incorporation and the By-Laws. The condemnation proceeds and awards and the proceeds derived from the sale of the entire property (herein collectively referred to as the "proceeds") shall be divided by the Association according to each Owner's interest (i) in the case of condemnation proceeds, as such interests appear in the condemnation proceedings; policies, and (ii) in the case of proceeds from the sale of the property, according to the Owner's percentage interest in the Common Elements. Such divided proceeds shall be paid into as many accounts as there were units, each such account representing one (1) of the Units in the Property, and each such account to be in the name of the Association but identified by the number of the Unit and the names of the Owner or Owners. From each such separate account, the Association, as Attorney-In-Fact for such owner, shall use and disburse the total amount of each such account, without contribution from one account to another, for the purpose and according to the formula set forth in Section 4 (b) hereof.

Section 4. Distribution of Condemnation Awards. All money damages and awards shall be collected by the Association, as Attorney-in-Fact for the Unit Owners, and such proceeds shall be divided by the Association, according to each Owner's interest in the Common Elements, and such divided proceeds shall be paid into as many accounts as there were Units, each such account representing one (1) of the Units. Each such account shall be in the name of the Association, and shall be identified by the number of the Unit and the name of the Owner or Owners. From such accounts the Association shall distribute the monies as follows:

(a) If the Association, by vote, shall have elected to replace, restore or repair the General Common Elements and Units, funds in such separate shall be applied to the repair and restoration as above provided.

(b) If the Association shall have determined not to restore, replace or repair the Common Elements and/or Units, or if more than 66 2/3% of the Units shall have been taken or damaged, funds in such separate accounts shall be used and disbursed by the Association, as Attorney-In-Fact, in the following order:

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

(ii) Next, to the payment of the balance of indebtedness secured by a lien of any Mortgagee;

(iii) Next, to the payment of unpaid assessments;

(iv) Next, to the payment of the balance of indebtedness secured by junior liens and encumbrances, in the order and to the extent of their priority; and

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

(c) With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein.

ARTICLE XIV

Utilities

Section 1. Owner's Rights and Duties. The rights and duties of the Owners of Units within the project with respect to utilities shall be as follows:

(a) Each Owner shall pay for utilities which are separately metered and billed to such Owner's Unit by the respective utility companies or submetered and billed to each Unit by the Association. Any such utility expenses billed to each Unit by the Association shall be deemed to be Special Assessments hereunder, shall be secured by the liens reserved hereinabove for the collection of Assessments including foreclosure upon the Unit. Utility expenses which are not metered or submetered and separately billed to the Units, including but not limited to common area electricity expenses and water, shall be part of the Common Expenses, and each Owner shall pay such Owner's pro-rata share thereof as in the case of other Common Expenses.

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

(c) Whenever connections are located or installed within the Project, which connections serve more than one Unit, any such provisions shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Utility Easements. Easements over and under the Project, and through the Building(s) and the Units for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines and facilities, heating and air-conditioning facilities, cable or master television antenna lines, computer wires and equipment, drainage facilities, walkways, and landscaping as may be hereafter required to serve the Property are hereby reserved by Declarant for the use and benefit of the Association, the Board of Directors and the Declarant, with the right to grant and transfer the same and to maintenance and utility companies.

Section 3. Maintenance. The Association shall maintain all utility installations located in the Common Elements except for those installations maintained by utility companies, public, private, or municipal. The Association shall pay all charges for utilities supplied to the Project except those metered or submetered and charged separately to the Units.

ARTICLE XV
General Provisions

Section 1. Enforcement. The Association, its employees or representatives or any Owner shall have the right to enforce, after compliance with the Notice and Hearing procedures set forth in the By-Laws, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover any delinquent payment, interest thereon, costs in collection, court costs and reasonable attorneys' fees as are ordered by the Court; provided, however, that an individual Assessment levied against any other Owner under Article V above; and provided further, that failure to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. No Waiver of Rights. The failure of the Association, the Board of Directors, or an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, the By-Laws, Articles of Incorporation or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board of Directors or the Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any Owner pursuant to any term, provision, covenant, or condition of this Declaration, the By-Laws, Articles of Incorporation, or the Rules and Regulations shall be cumulative, and the exercise of any one or more thereof shall not constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration, the By-Laws, or at law or in equity.

Section 3. Mechanics' and Materialmen's Lien.

(a) No labor performed or materials furnished and incorporated in a Unit with the consent or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against either the Common Elements or the Unit of any other Owner not expressly consenting to or requesting the same, except that express consent shall be deemed to be given by the Owner of any Unit to the Board or Association in the case of emergency repairs. Each Owner shall indemnify and hold harmless each of the other Owners from and against any and all liability arising from any such claims or liens against the Units of any other Owners or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the indemnifying Owner's Unit at such indemnifying Owner's request.

(b) Labor performed or materials furnished for the Common Elements, if duly authorized by the Association or the Board in accordance with this Declaration or the By-Laws, shall be deemed to be performed or furnished with the express consent of each Owner and shall be the basis for the filing of a lien pursuant to law against each Unit in the Property.

Section 4. Amendments.

(a) This Declaration may be amended only at a meeting of the Association at which the amendment is approved by Owners holding at least sixty-seven percent (67%) of the votes entitled to be cast pursuant to the percentages assigned in Exhibit "D" to this Declaration; provided, however, that until Declarant has conveyed the last Unit to Owners other than Declarant, the approval of Declarant shall be required for any amendment to Articles II, III, IV, V, VII, IX, and Section 2 of this Article XV. Furthermore, prior written approval of two-thirds (2/3rds) of all Mortgagees must be obtained before Section 2 of this Article XV can be amended.

(b) No amendment to this Declaration may alter or destroy a Unit or a Limited Common Element, unless the Owner or Owners affected, thereby, and such Owner's or Owners' Mortgagee(s) expressly consent to such amendment.

(c) Upon the adoption of any amendment to this Declaration, a Certificate of Amendment, signed and acknowledged by the President and Secretary of the Association, shall be prepared by the Board. The Certificate of Amendment shall state that such amendment was adopted by Owners who hold at least sixty-seven percent (67%) of the votes entitled to be cast, and, if required by the provisions of Subsection (b) above and Article XII, that such Owner's or Owners' Mortgagees have approved such amendment. The Certificate of Amendment shall become effective upon recordation in the Office of the County Clerk of Lubbock County, Texas.

Section 5. No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant, or its agents or employees in connection with the Property, or any portion thereof, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a Residential Development, except as specifically and expressly set forth in this Declaration.

Section 6. Nonliability and Indemnification. No right, power, or responsibility conferred on the Board by this Declaration, the Articles or the By-Laws shall be construed as a duty, obligation or disability charged upon the Board, any Committee, any member of the Board, or any other officer, employee or agent of the Association. No such Person shall be liable to any party other than the Association or a party claiming in the name of the Association for injuries or damage resulting from such Person's acts or omissions within what such Person reasonably believed to be the scope of his Association duties ("Official Acts"), except to the extent that such injuries or damage result from such Person's willful or malicious misconduct. No such Person shall be liable to the Association or to any party claiming in the name of the Association for injuries or damage resulting from such Person's Official Acts, except to the extent that such injuries or damage result from such Person's negligence or willful or malicious misconduct.

The Association shall pay all expenses incurred by, and satisfy any judgment or fine levied against, any person as a result of any action or

threatened action against such Person to impose liability on such Person for his Official Acts, provided that:

(a) The Board determines that such Person acted in good faith and in a manner such Person reasonably believed to be in the best interests of the Association;

(b) In the case of a criminal proceeding, the Board determines that such Person had no reasonable cause to believe his conduct was unlawful; and

(c) In the case of an action or threatened action by or in the right of the Association, the Board determines that such Person acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Any determination of the Board required under this Section 6 must be approved by a majority vote of a quorum consisting of Directors who are not parties to the action or threatened action giving rise to the indemnification. If the Board fails or refuses to make any such determination, such determination may be made by the vote or written consent of a majority of a quorum of the members of the Association, provided that the person to be indemnified shall not be entitled to vote. Any indemnification of payments made hereunder shall include amounts paid and expenses incurred in settling any such action or threatened action. This Section 6 shall be construed to authorize payments and indemnification to the fullest extent now or hereafter permitted by applicable law. The entitlement to indemnification hereunder shall inure to the benefit of the estate, executor, administrator, heirs, legatees, or devisees of any person entitled to such indemnification.

Section 7. Notices. Except as otherwise provided in this Declaration, in each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally to the Owner, in which case personal delivery of such notice to one or more owners of a Unit or to any general partner of a partnership owning a Unit shall constitute delivery to all owners or to the partnership, as the case may be. Personal delivery of such notice to any officer or agent for the service of process on a corporation shall constitute delivery to the corporation. In lieu of the foregoing, such notice may be delivered by regular United States Mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association or, if no such address shall have been furnished, to the street address of such Owner's Unit. Such notice shall be deemed delivered seventy-two (72) hours after the time of such mailing, except for notice of a meeting of members or of the Board of Directors in which case the notice provisions of the By-Laws of the Association shall control. Any notice to be given to the Association may be delivered personally to any member of the Board, or sent by United States Mail, postage prepaid, addressed to the Association at such address as shall be fixed from time to time and circulated to all Owners.

Section 8. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of an office development and for the maintenance of Common Elements. The Article and Section headings, titles and captions have

been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular shall include the plural and the use of any gender shall include all genders, unless the context dictates otherwise.

Section 9. No Public Right or Dedication. Nothing contained in this Declaration shall constitute or be construed to be a gift or dedication of all or any part of the Property to the public, or for any public use.

Section 10. Priorities and Inconsistencies. If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws of the Association, the terms and provisions of this Declaration shall prevail.

Section 11. Omissions. In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

Section 12. Texas Condominium Act. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law. In case of a conflict in the terms hereof and the Act, the Act shall govern.

Section 13. Severability. The provisions hereof shall be deemed independent and severable, and a determination of invalidity or partial invalidity or unenforceability of any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof.

Section 14. Legal Intent. It is the intent of the Declarant, the Association and the Owners that the documents pertaining to the Property (hereinafter referred to as the "Documents") be in strict compliance with applicable usury laws of the State of Texas and of the United States of America. In furtherance thereof, said parties stipulate and agree that none of the terms and provisions contained in the Documents shall ever be construed to create a contract to pay for the use, forbearance or detention of money, or interest at a rate in excess of the maximum interest rate permitted to be charged under such applicable laws. The Owners or other parties now or hereafter becoming liable for payment of sums owing under the terms of the Documents shall never be required to pay interest at a rate in excess of the maximum interest that may be lawfully charged under such applicable laws, and the provisions of this Section shall control over all other provisions of the Documents in conflict herewith. In the event that the Declarant, the Association or any of its designated agents shall collect monies which are deemed to constitute interest at a rate in excess of that permitted to be charged by such applicable laws, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Owner or other party so paying said monies upon such determination.

Section 15. Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include both genders.

Section 16. Captions and Headings. The captions and headings herein are inserted only as a matter of reference and in no way define, limit or describe the scope of this Declaration nor the intent or meaning of any provision hereof.

Section 17. Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time such covenants, conditions, reservation of easements, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Amendment or Termination meeting the requirements of an amendment to this Declaration as set forth in Section 4 of this Article XV has been recorded, agreeing to change or terminate such covenants and restrictions in whole or in part.

Section 18. Incorporation by Reference. The foregoing referenced Exhibits "A", "B", "C", "D", "E", "F" and "G", are attached hereto and incorporated by reference herein for all purposes.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereof, has hereunto set its hand and seal this 19th day of NOVEMBER, 1984.

TIMBER RIDGE PROPERTIES

By: Charles S. Youngblood IV

By: Charles S. Youngblood IV
Its: Joint Venture Partner

By: Mark G. Anderson

By: Mark G. Anderson
Its: Joint Venture Partner

By: C.S. Youngblood III

By: Charles S. Youngblood III
Its: Joint Venture Partner

STATE OF TEXAS)
) ss.
COUNTY OF LUBBOCK)

BEFORE ME, the undersigned authority, on this day personally appeared Charles S. Youngblood IV of TIMBER RIDGE PROPERTIES, and known to me to be the person and officer 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of November 1984.

Mary Jo Martin
Notary Public in and for Lubbock County,
Texas

My Commission Expires: July 15, 1985

Mary Jo Martin
(Stamped or printed name of Notary)

STATE OF TEXAS)
) ss.
COUNTY OF LUBBOCK)

BEFORE ME, the undersigned authority, on this day personally appeared Mark G. Anderson, of TIMBER RIDGE PROPERTIES, and known to me to be the person and officer 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of November 1984.

Mary Jo Martin
Notary Public in and for Lubbock County,
Texas

My Commission Expires: July 15, 1985

Mary Jo Martin
(Stamped or printed name of Notary)

STATE OF TEXAS)
) ss.
COUNTY OF LUBBOCK)

BEFORE ME, the undersigned authority, on this day personally appeared C.S. Youngblood III, of TIMBER RIDGE PROPERTIES, and known to me to be the person and officer 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of November 1984.

Mary Jo Martin
Notary Public in and for Lubbock County,
Texas

My Commission Expires: July 15, 1985

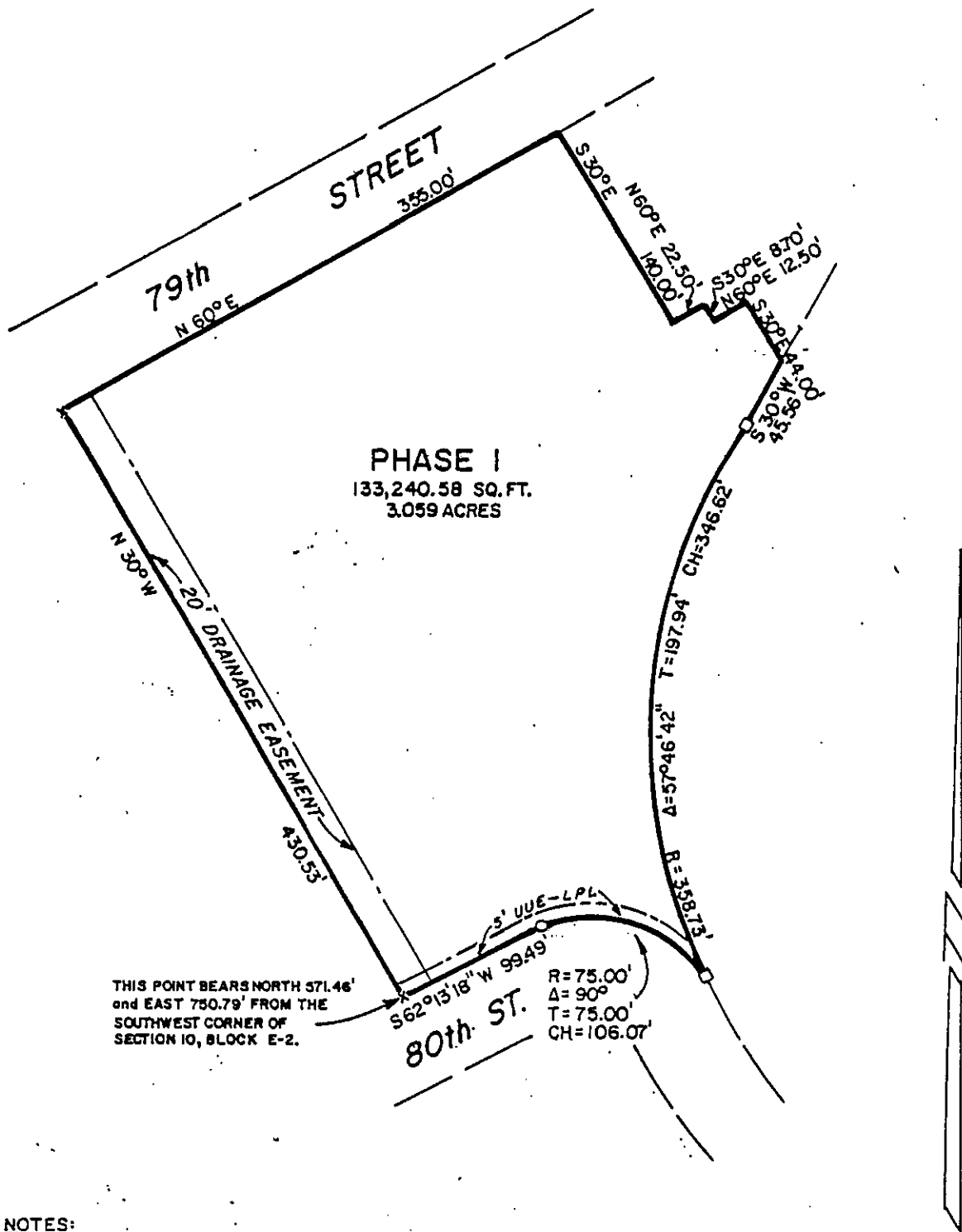
Mary Jo Martin
(Stamped or printed name of Notary)

EXHIBITS TO THE DECLARATION

- A. PHASE I SURVEY MAP AND LEGAL DESCRIPTION.
- B. SITE PLAN.
- C. FLOOR PLANS.
- D. PERCENTAGE UNDIVIDED INTEREST OF COMMON ELEMENTS.
- E. BY-LAWS OF TIMBER RIDGE CONDOMINIUMS ASSOCIATION.
- F. PHASE II SURVEY MAP AND LEGAL DESCRIPTION.
- G. PHASE III SURVEY MAP AND LEGAL DESCRIPTION.

EXHIBIT "A"

PHASE I
TIMBER RIDGE CONDOMINIUMS
 OF TRACT B, WOODLAND PARK
 AN ADDITION TO THE CITY OF LUBBOCK,
 LUBBOCK COUNTY, TEXAS
 TRACT MAP



THIS POINT BEARS NORTH 571.46'
 and EAST 750.79' FROM THE
 SOUTHWEST CORNER OF
 SECTION 10, BLOCK E-2.

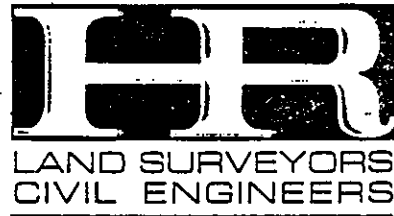
- NOTES:**
- SCALE: 1" = 100'
 - = 1/2" SQUARE TUBE FOUND
 - X = "X" CUT IN CONCRETE
 - HEAVY LINES INDICATE PLAT LIMITS
 - = 1/2" IRON ROD FOUND

| | |
|--|---------------------------------------------------|
| | HUGO REED AND ASSOCIATES, INC. |
| | LAND SURVEYORS CIVIL ENGINEERS 808/783-5842 |

1210 AVENUE G
 LUBBOCK, TEXAS
 79401

HUGO REED AND ASSOCIATES, INC.

1210 Avenue Q / Lubbock, Texas 79401 / 806/763-5642
3525 Andrews Highway / Suite 102 / Midland, Texas 79703 / 915/689-0664
915/333-2635 (Odessa)



Tommie E. Anderson, R.P.S., President
Bernard J. Gradel, Jr., P.E., R.P.S.
David Goyette, Mgr.
Robert L. Smith, R.P.S.
Charles M. Rothwell, P.E.

METES AND BOUNDS DESCRIPTION of Phase 1 of the Timber Ridge Condominiums of Tract B, Woodland Park Addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at a point which bears North a distance of 571.46 feet and East a distance of 750.79 feet from the Southwest corner of Section 10, Block E-2, Lubbock County, Texas;

THENCE N. 30° W. a distance of 430.53 feet;

THENCE N. 60° E. a distance of 355.00 feet;

THENCE S. 30° E. a distance of 140.00 feet;

THENCE N. 60° E. a distance of 22.50 feet;

THENCE S. 30° E. a distance of 8.70 feet;

THENCE N. 60° E. a distance of 12.50 feet;

THENCE S. 30° E. a distance of 44.00 feet;

THENCE S. 30° W. a distance of 45.56 feet to a point of curvature;

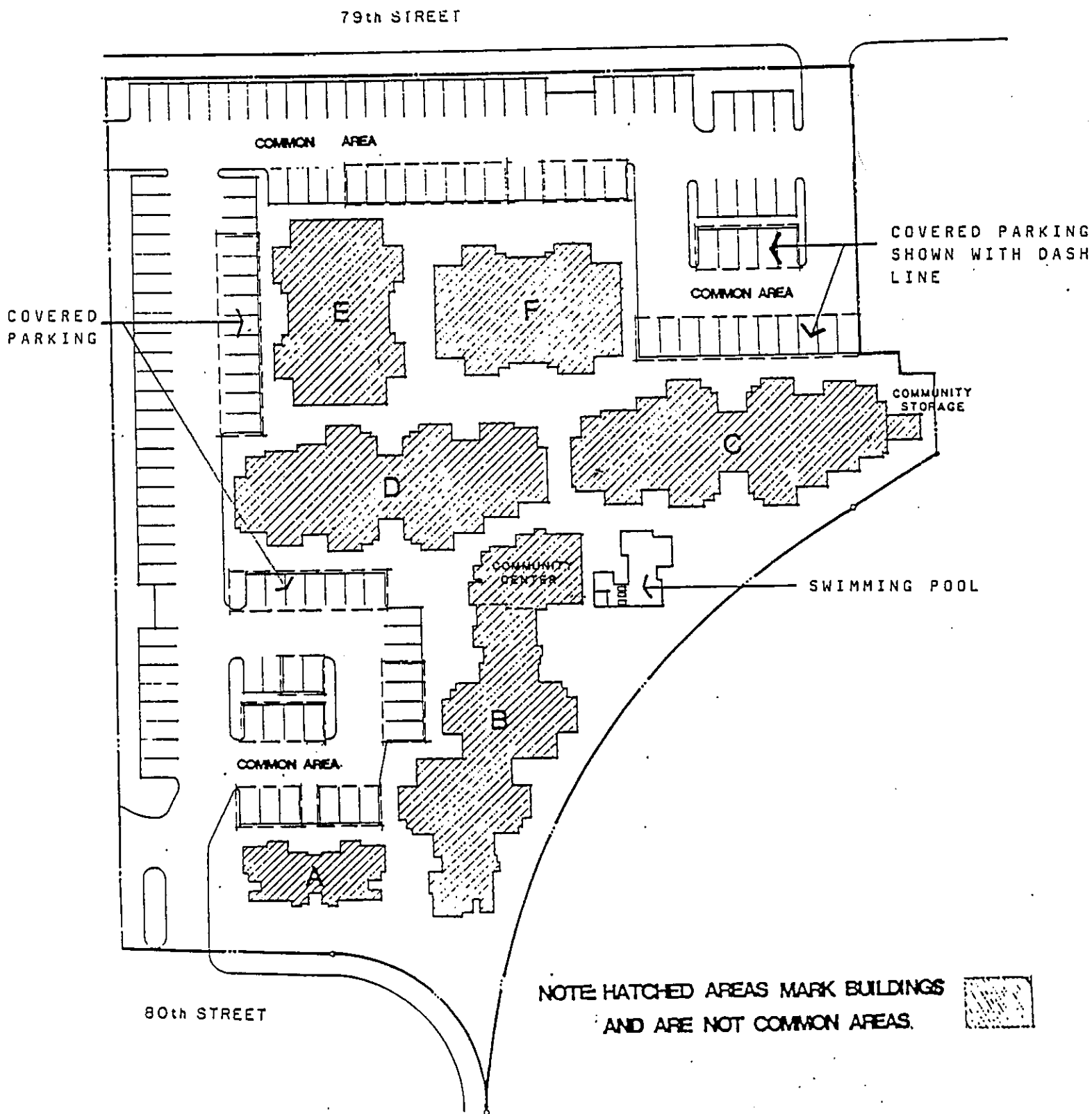
THENCE Southwesterly, around a curve to the left, said curve having a radius of 358.73 feet, a central angle of 57°46'42", tangent lengths of 197.94 feet, and a chord distance of 346.62 feet to a point of reverse curvature;

THENCE Northwesterly, around a curve to the left, said curve having a radius of 75.00 feet, a central angle of 90°, tangent lengths of 75.00 feet, and a chord distance of 106.07 feet to a point of tangency;

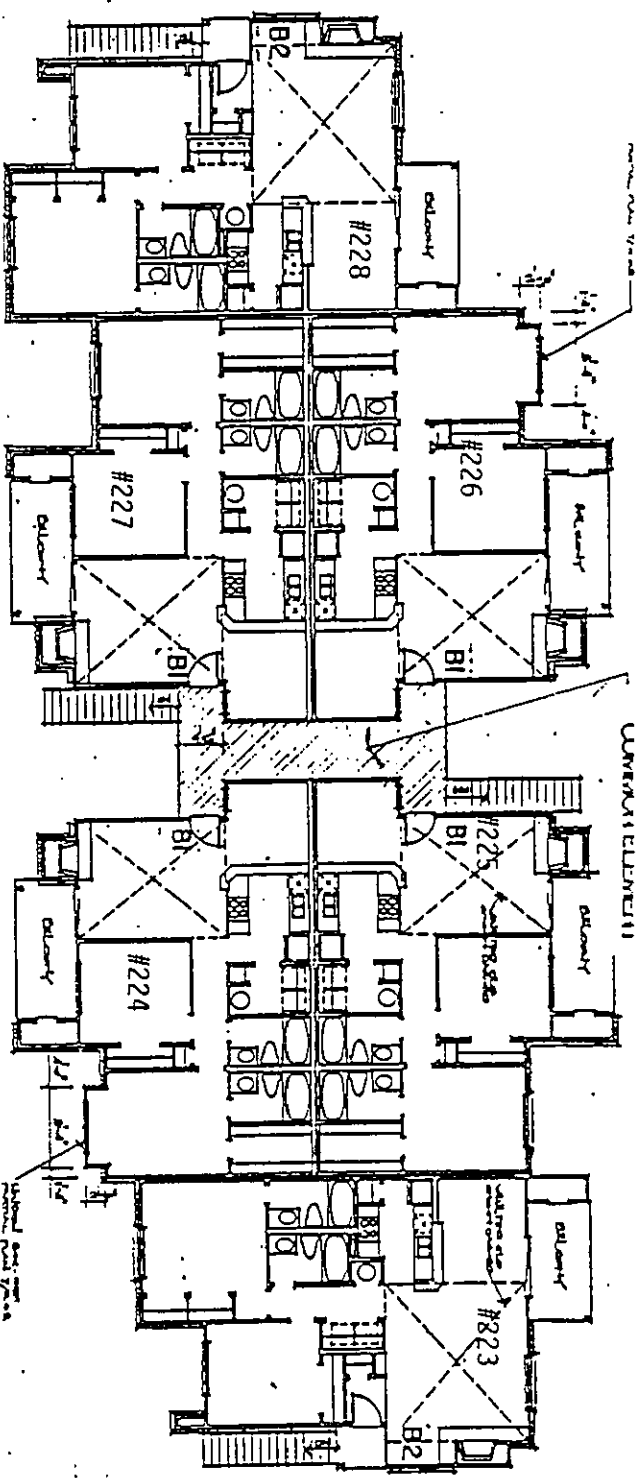
THENCE S. 62°13'18" W. a distance of 99.49 feet to the Point of Beginning.

CONTAINS: 133,240.58 square feet
3.059 acres

EXHIBIT B
TIMBER RIDGE CONDOMINIUMS
SITE PLAN OF BUILDINGS IN PHASE I



| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

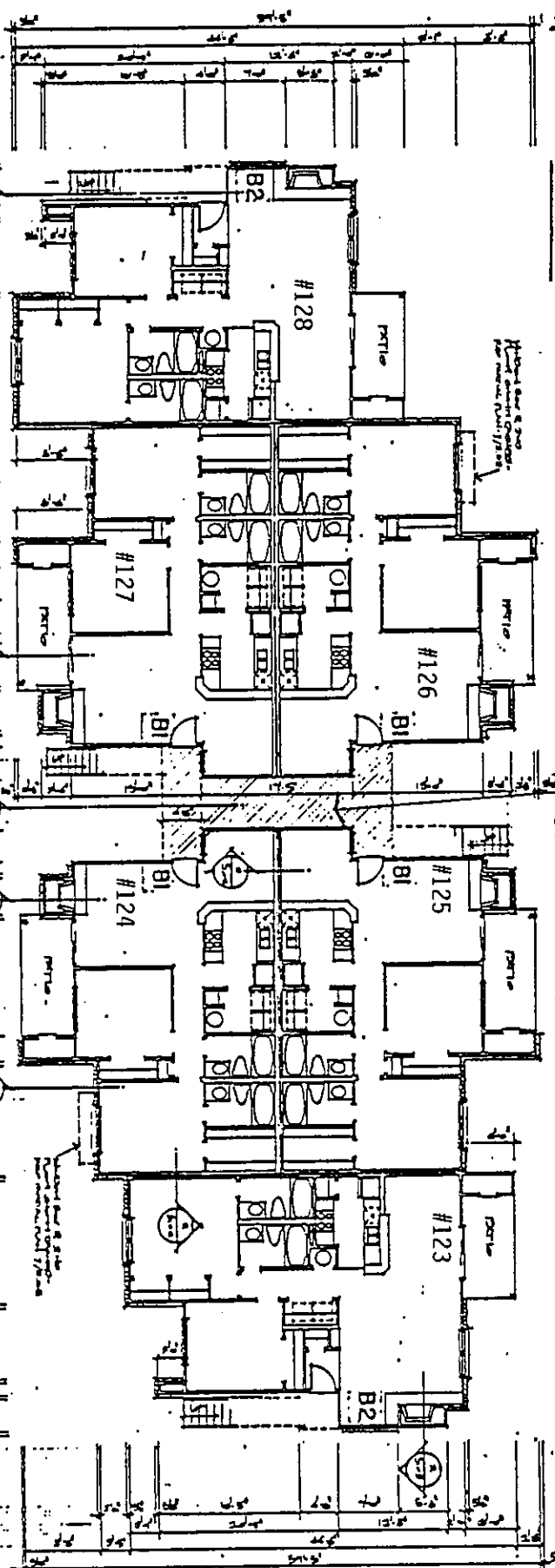


2 SECOND FLOOR PLAN
 UNIT C TIMBER RIDGE CONDOMINIUM ONE

COMMON ELEMENT

BLDG C

NOTE: IN FIRST FLOOR PLAN TO BE REPLACED BY "AS BUILT" ADDENDUM TO EXHIBITS WHEN AVAILABLE.
 ALL ROOMS FROM UNIT 100 M
 UNIT 200 M
 UNIT 300 M
 UNIT 400 M



1 FIRST FLOOR PLAN
 UNIT C TIMBER RIDGE CONDOMINIUM ONE

COMMON ELEMENT

BLDG C

NOTE: IN FIRST FLOOR PLAN TO BE REPLACED BY "AS BUILT" ADDENDUM TO EXHIBITS WHEN AVAILABLE.
 ALL ROOMS FROM UNIT 100 M
 UNIT 200 M
 UNIT 300 M
 UNIT 400 M

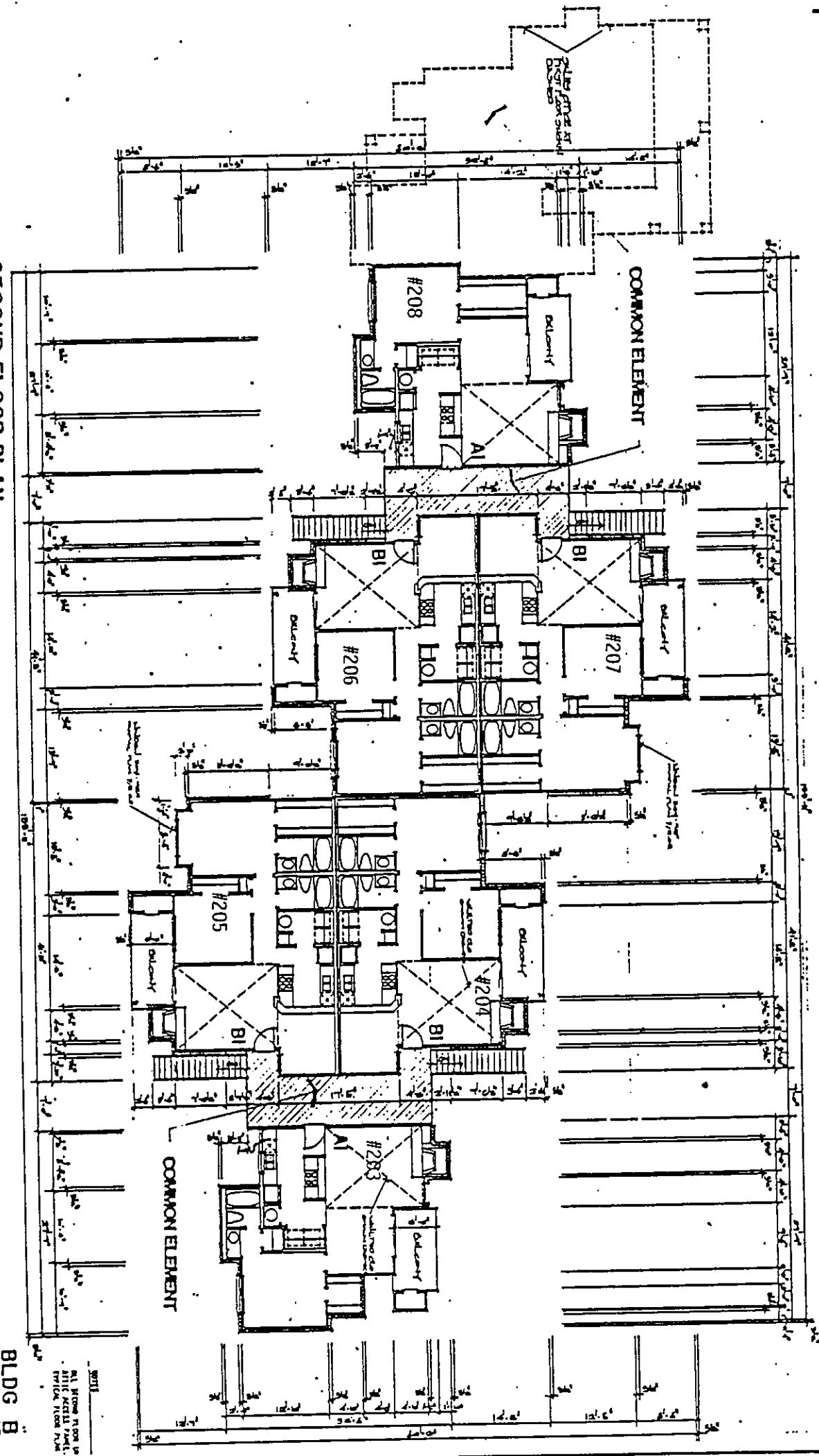


Handwritten signature and name of the architect.

832C

2.1

1 SECOND FLOOR PLAN
 EXHIBIT C TURNER RIDGE CONDOMINIUM ONE



BLDG B

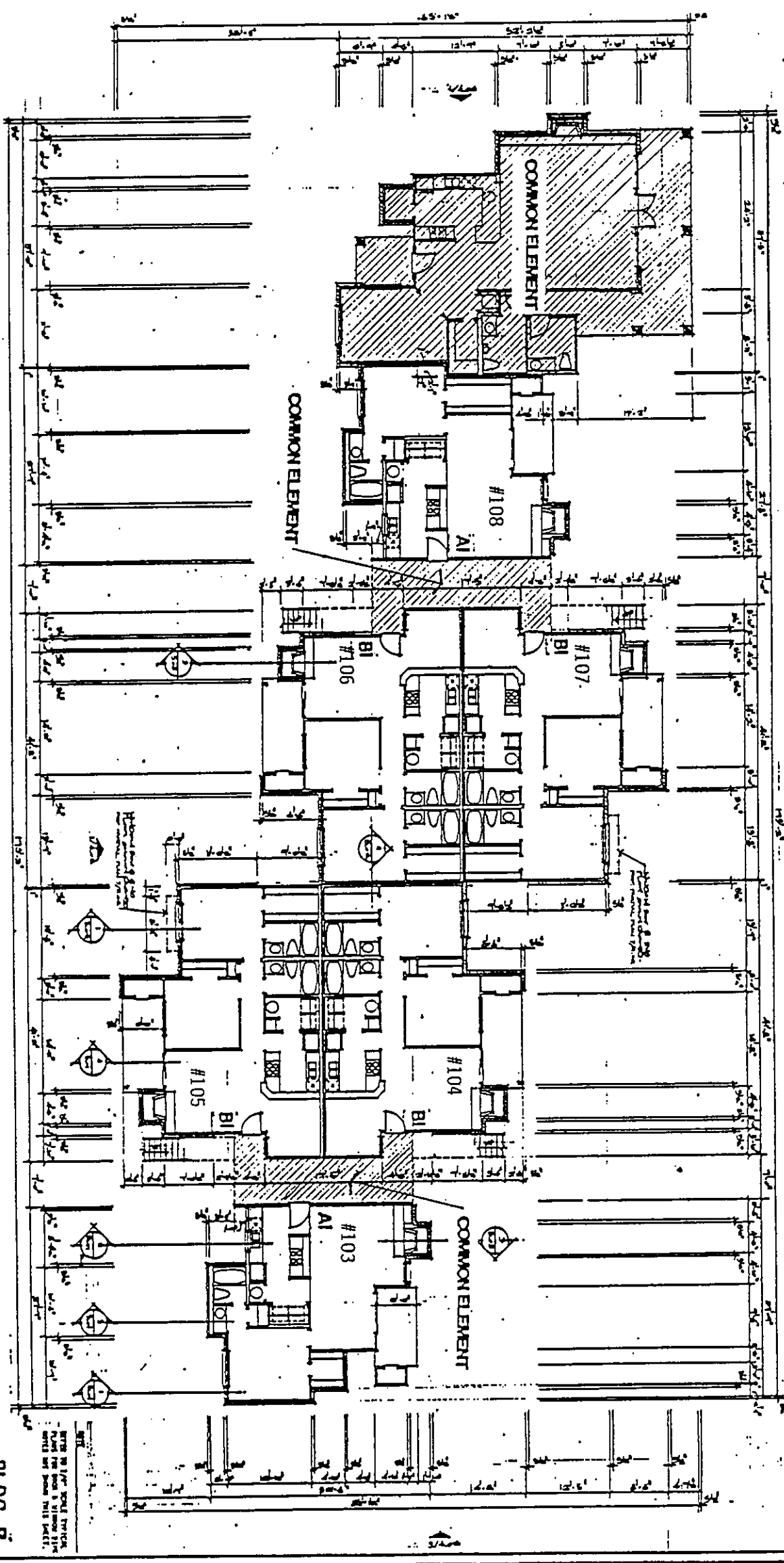
NOTE:
 ALL ROOMS FROM UP
 STAIR ACCESS PANEL
 TRAVEL FROM ROOM

ARCHITECTURAL EXHIBITS WILL BE
 REPLACED BY "AS BUILT" ADDENDUM
 TO EXHIBITS WHEN AVAILABLE.
 PAGE TWO OF TEN



Handwritten notes and dates, including '11/1/85' and '11/2/85'.

① FIRST FLOOR PLAN
 EXHIBIT C
 TRAPER RIDGE CONDOMINIUM ONE



BLDG B

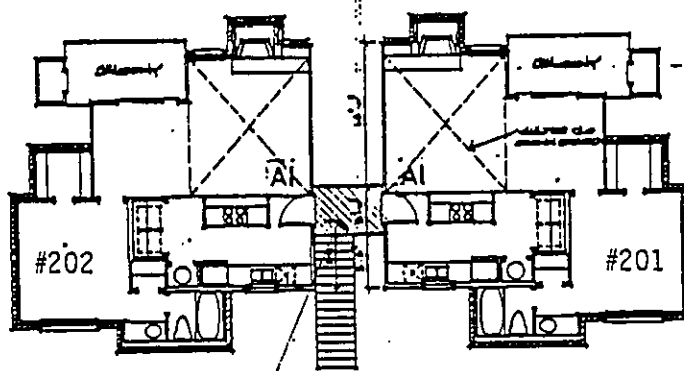
SEE REVISIONS SHEET FOR CHANGES TO THIS PLAN.
 THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT HIS WRITTEN PERMISSION.

ARCHITECTURAL EXHIBITS WILL BE REPLACED BY "AS BUILT" ADDENDUM TO EXHIBITS WHEN AVAILABLE.
 PAGE THREE OF TEN



Architect's Name
 License No.
 State of

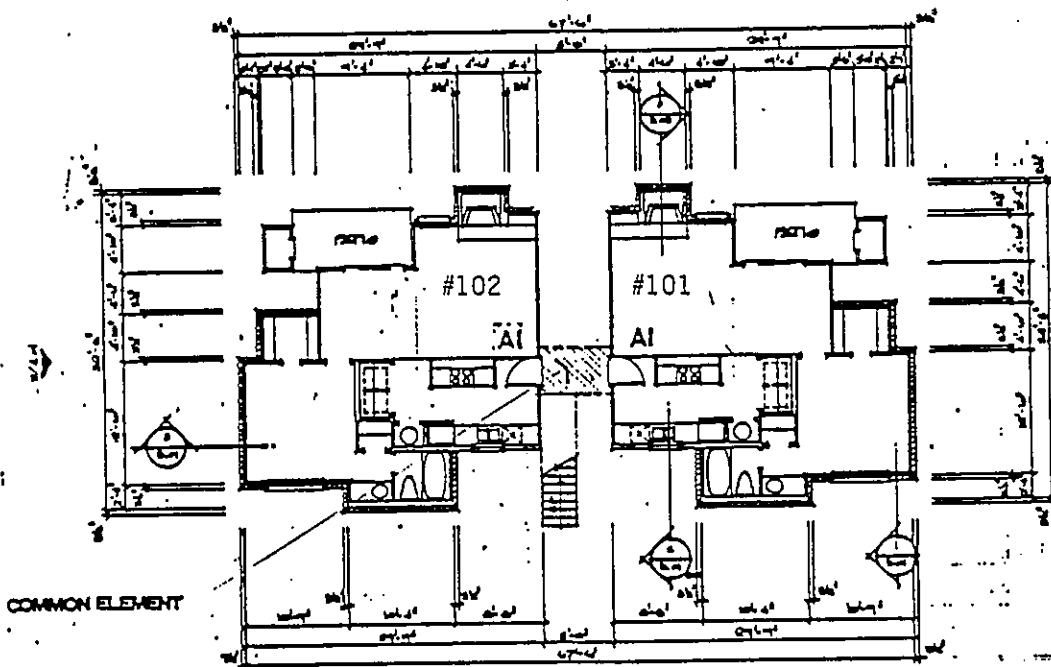




COMMON ELEMENT

NOTE
 REFER TO FIRST FLOOR PLAN THIS SHEET
 FOR ADDITIONAL NOTES AND DIMENSIONS.
 ALL SECOND FLOOR UNITS TO HAVE 22" x 24"
 ATTIC ACCESS PANEL. REFER TO 1/4"
 TYPICAL FLOOR PLAN FOR LOCATION.

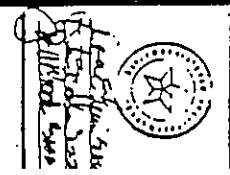
② SECOND FLOOR PLAN BLDG A
 EXHIBIT "C" TIMBER RIDGE CONDOMINIUM ONE

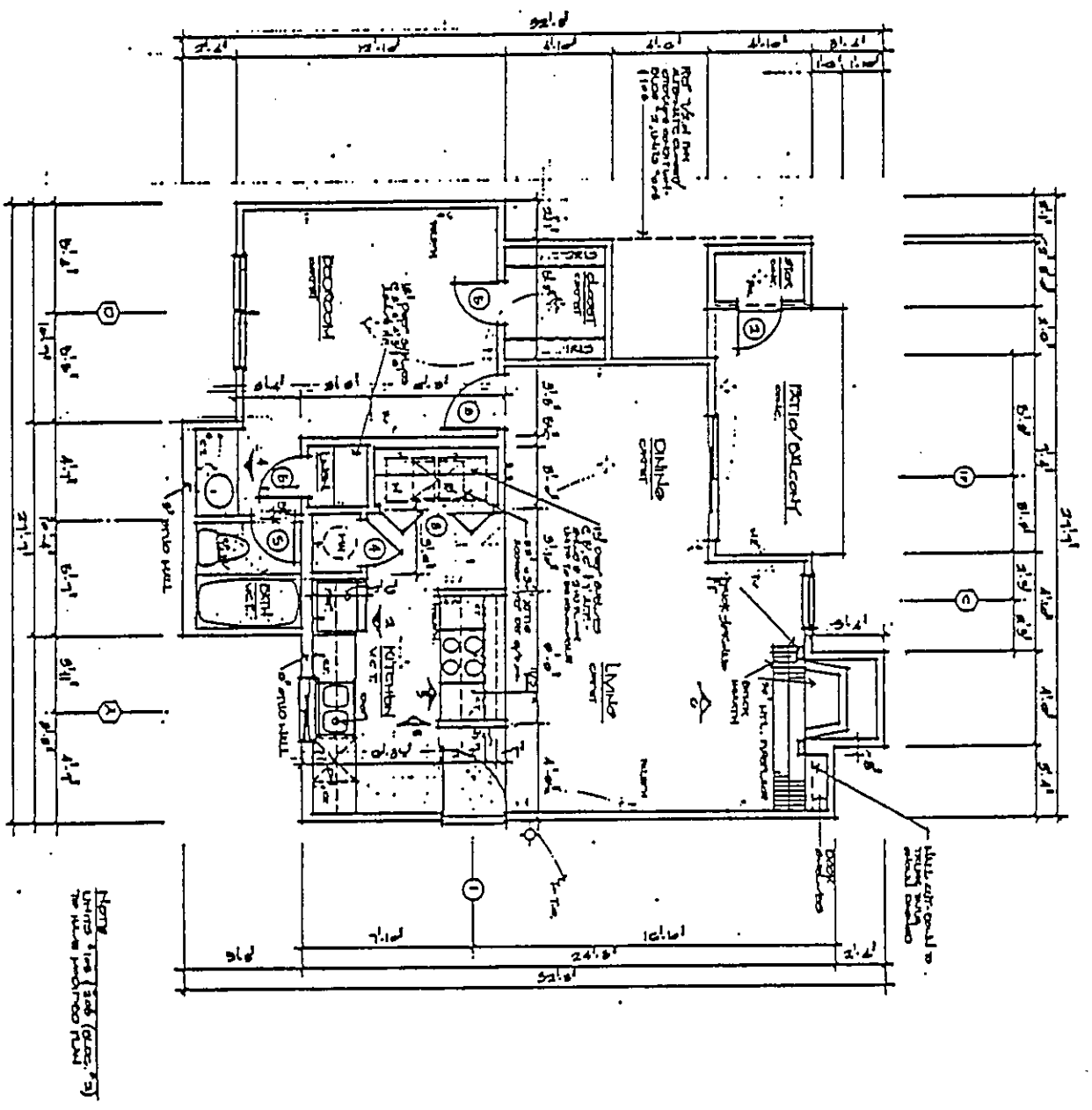


COMMON ELEMENT

NOTE
 REFER TO 1/4" SCALE TYPICAL FIRST FLOOR
 PLANS FOR DOOR & WINDOW DIMENSIONS AND
 NOTES NOT SHOWN THIS SHEET.

① FIRST FLOOR PLAN BLDG A
 EXHIBIT "C" TIMBER RIDGE CONDOMINIUM ONE





1 TYPICAL FLOOR PLAN UNIT A1-A

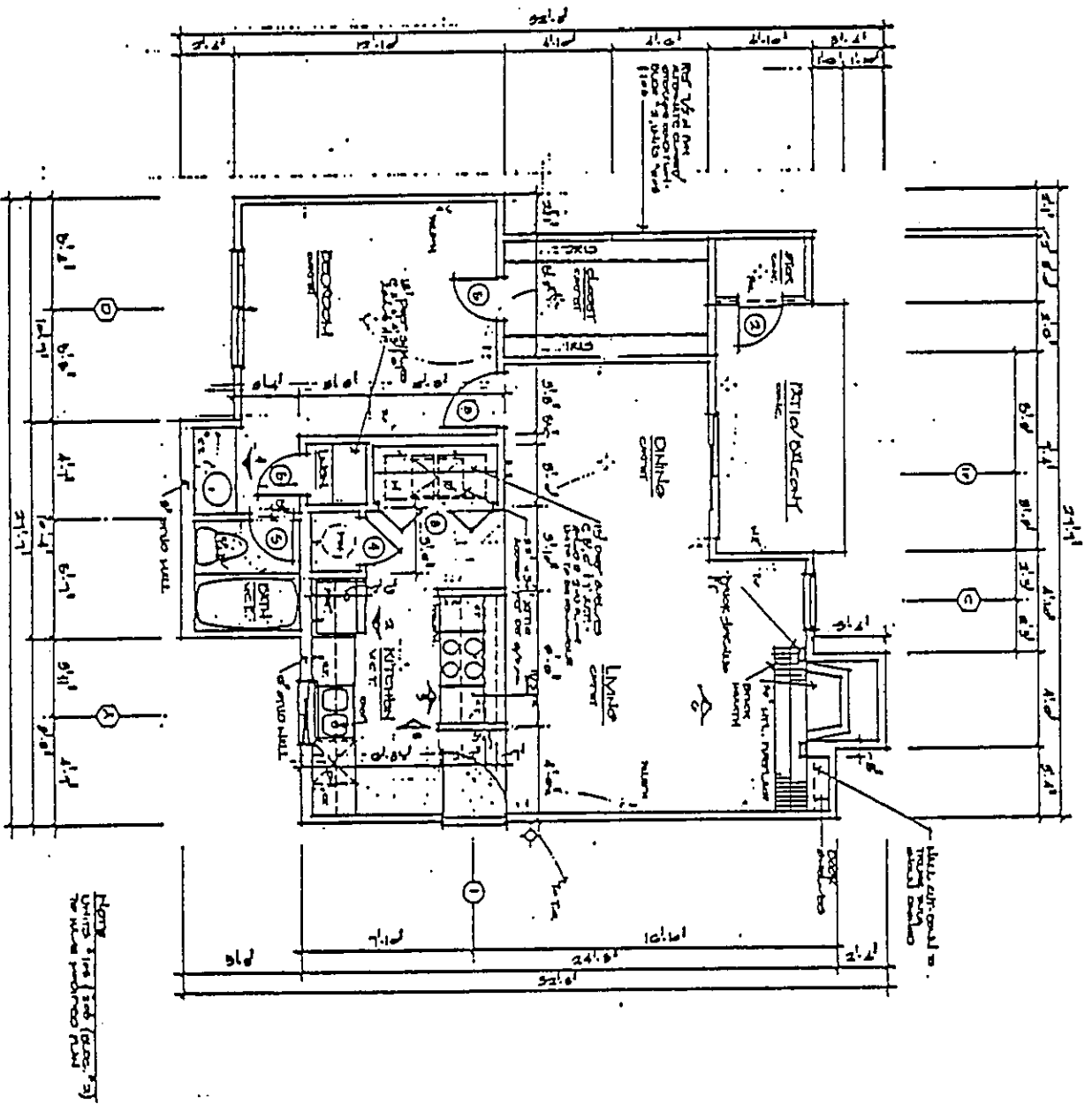
EXHIBIT C TRAPEZOID CONDOMINIUM

Note: Unit not to be constructed, refer to Unit A1-A

Wall structural to be removed to allow for view



Handwritten notes and signatures at the bottom right of the page.



1 TYPICAL FLOOR PLAN UNIT A1-B

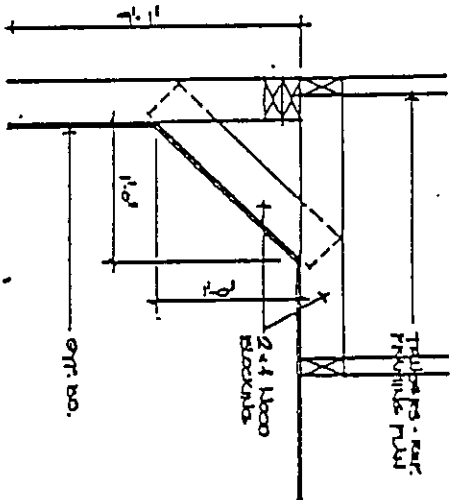
EXHIBIT C TARIKH INDOOR CONDOMINIUM

ARCHITECTURAL EXHIBITS WILL BE REPLACED BY "AS BUILT" ADDENDUM TO EXHIBITS WHEN AVAILABLE. PAGE SIX OF TEN

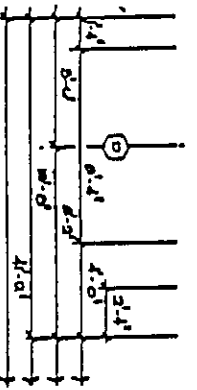
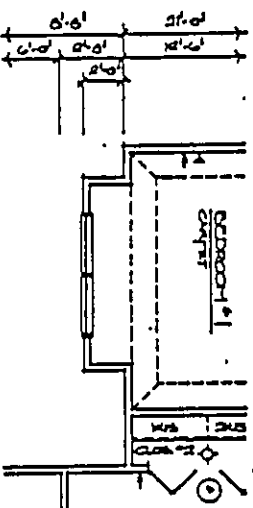


Handwritten signature and date:
 20/08/2015



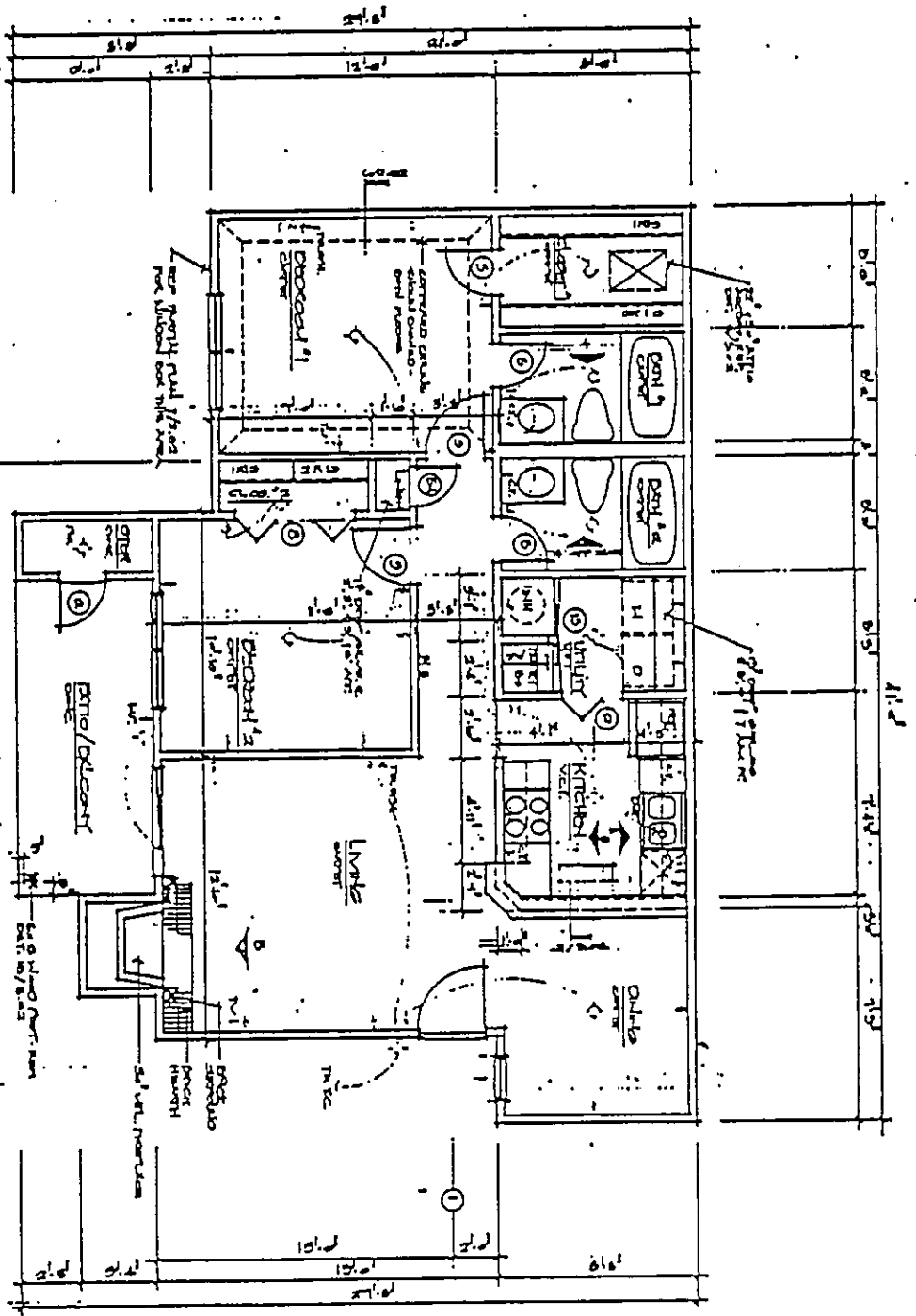


6 DETAIL
CARRIAGE STUD



7 PARTIAL PLAN
WALL DOOR

Dimensions:
 3'-3 1/2"
 4'-0"
 3'-0"
 3'-0"
 3'-0"
 3'-0"
 3'-0"
 3'-0"
 3'-0"

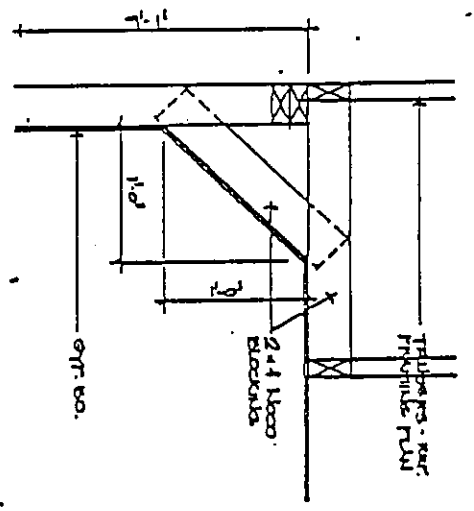


1 TYPICAL FLOOR PLAN
UNIT B-A

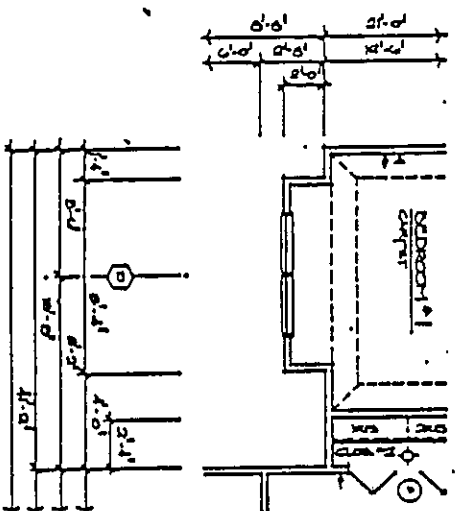
EXHIBIT C - TYPICAL INDOOR COORDINATION

(Handwritten signature)
 ARCHITECT

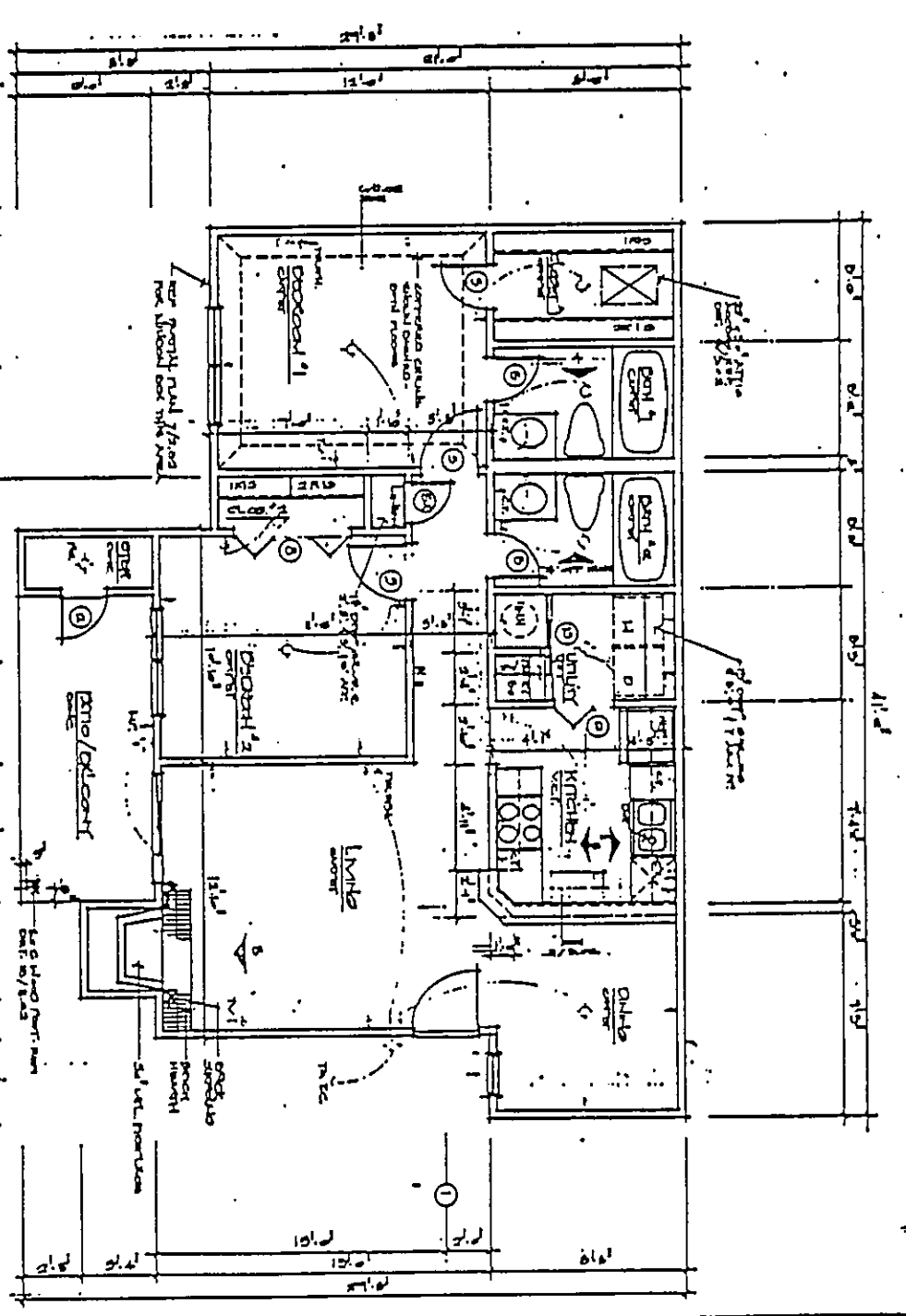




6
CORRECTED DETAIL



7
PARTIAL PLAN



1
TYPICAL FLOOR PLAN

UNIT B1-B

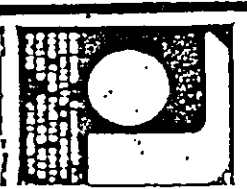
NOTE:

Unit B1-B includes Bedroom #1 Window box (see partial plan 7).

EXHIBIT C - THROAT ROOM CONNECTION



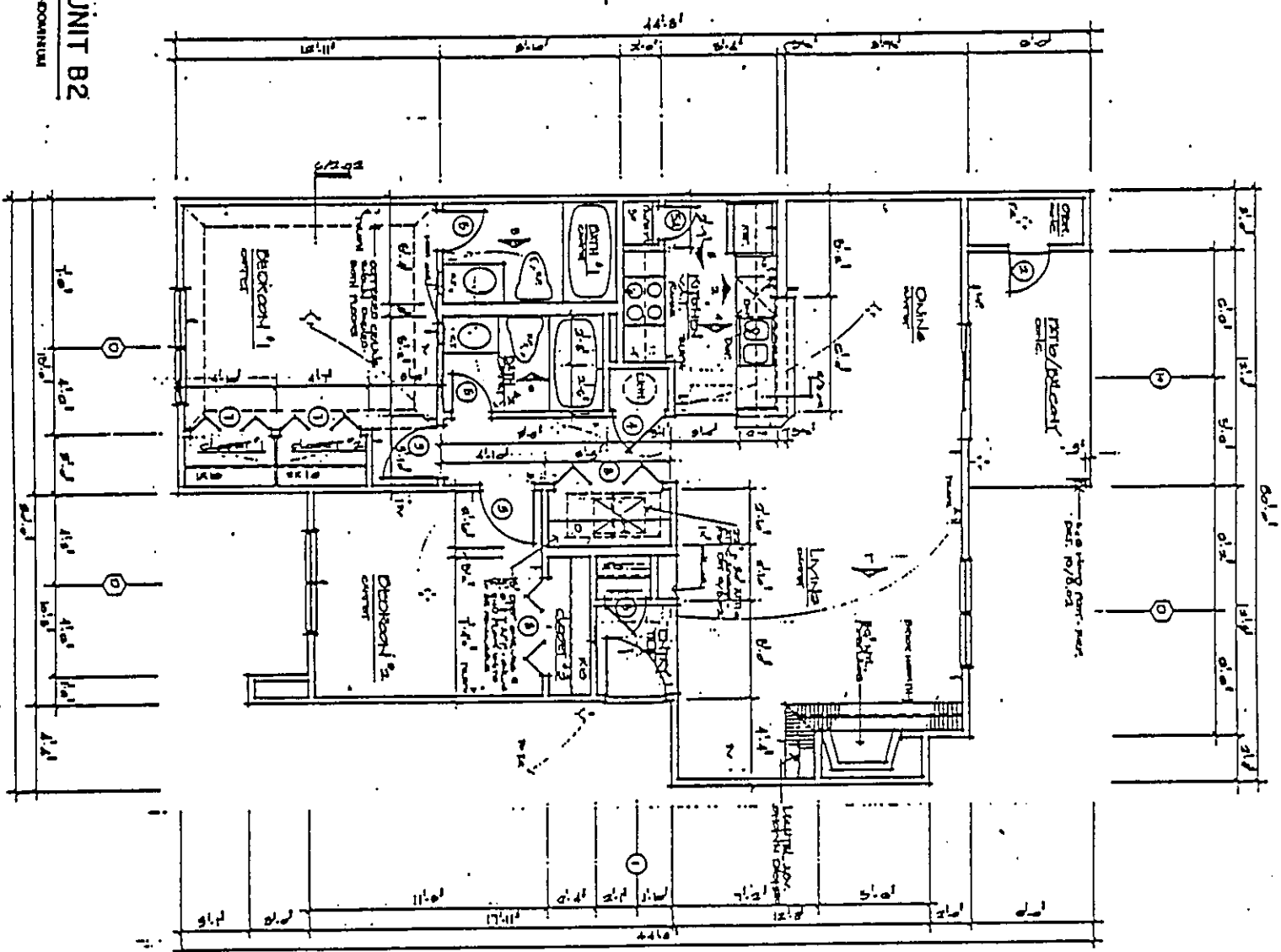
Handwritten signature and date: 1/24/05





① TYPICAL FLOOR PLAN UNIT B2

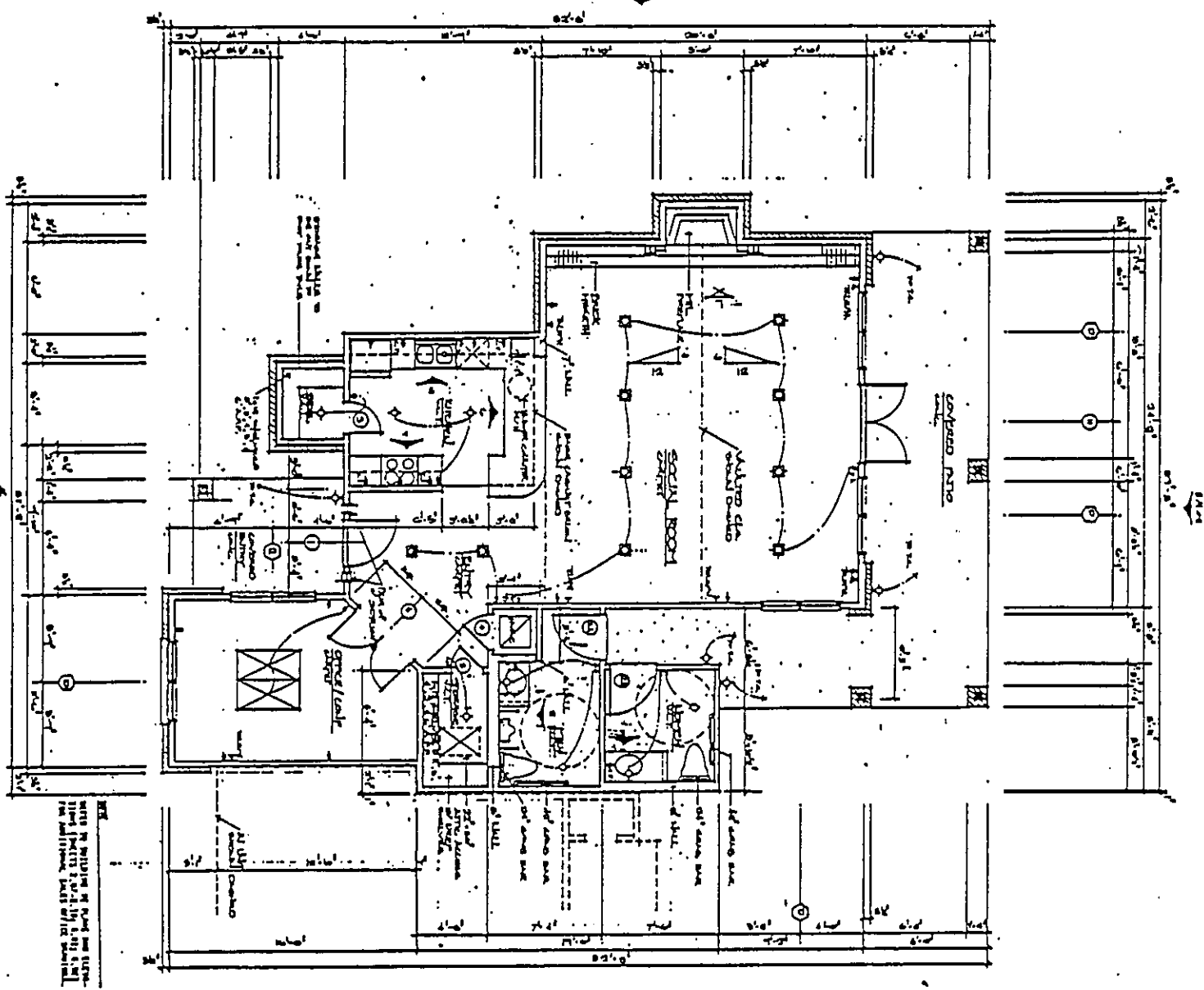
EXHIBIT C TRASH HIDE COORDINATE



ARCHITECTURAL EXHIBITS WILL BE REPLACED BY "AS BUILT" ADDENDUM TO EXHIBITS WHEN AVAILABLE.
PAGE NINE OF TEN

Lee E. Galt, 5885
Rt. 1, Box 100
Milledgeville, Ga.
Lee E. Galt, 5885
Rt. 1, Box 100
Milledgeville, Ga.





① FLOOR PLAN:

COMMUNITY CENTER
EXHIBIT 'C' TARDON POOL CONDOMINIUM

NOTE: IN BUILDING OF POOL AND STAIRS...
...SEE EXHIBIT 'B' FOR FLOOR PLAN AND...
...FOR ADDITIONAL DETAILS OF THE BUILDING...

ARCHITECTURAL EXHIBITS WILL BE REPLACED BY "AS BUILT" ADDENDUM TO EXHIBITS WHEN AVAILABLE.
PAGE TEN OF TEN

Handwritten notes and a circular seal. The seal contains a star and the text 'CITY OF LOS ANGELES'.



8326
2.01

EXHIBIT D

PERCENTAGE UNDIVIDED INTEREST OF COMMON ELEMENTS OF
TIMBER RIDGE CONDOMINIUM PHASE I
56 UNITS

| BUILDING "A" | UNIT # | UNIT TYPE | NET | PHASE I % |
|----------------|--------|-----------|-----------------------|-----------|
| | 101 | A-1 | 703.11 square feet | 1.46 |
| | 102 | A-1 | 703.11 square feet | 1.46 |
| | 201 | A-1 | 703.11 square feet | 1.46 |
| | 202 | A-1 | 703.11 square feet | 1.46 |
| BUILDING "B" | | | | |
| | 103 | A-1 | 703.11 square feet | 1.46 |
| | 104 | B-1 | 862.98 square feet | 1.79 |
| | 105 | B-1 | 862.98 square feet | 1.79 |
| | 106 | B-1 | 862.98 square feet | 1.79 |
| | 107 | B-1 | 862.98 square feet | 1.79 |
| | 108 | A-1 | 728.36 square feet | 1.51 |
| | 203 | A-1 | 703.11 square feet | 1.46 |
| | 204 | B-1 | 862.98 square feet | 1.79 |
| | 205 | B-1 | 878.27 square feet | 1.82 |
| | 206 | B-1 | 862.98 square feet | 1.79 |
| | 207 | B-1 | 878.27 square feet | 1.82 |
| | 208 | A-1 | 728.36 square feet | 1.51 |
| BUILDING "C" | | | | |
| | 123 | B-2 | 980.98 square feet | 2.03 |
| | 124 | B-1 | 862.98 square feet | 1.79 |
| | 125 | B-1 | 862.98 square feet | 1.79 |
| | 126 | B-1 | 862.98 square feet | 1.79 |
| | 127 | B-1 | 862.98 square feet | 1.79 |
| | 128 | B-2 | 980.98 square feet | 2.03 |
| | 223 | B-2 | 980.98 square feet | 2.03 |
| | 224 | B-1 | 878.27 square feet | 1.82 |
| | 225 | B-1 | 862.98 square feet | 1.79 |
| | 226 | B-1 | 878.27 square feet | 1.82 |
| | 227 | B-1 | 862.98 square feet | 1.79 |
| | 228 | B-2 | 980.98 square feet | 2.03 |
| BUILDING "D" | | | | |
| | 109 | B-2 | 980.98 square feet | 2.03 |
| | 110 | B-1 | 862.98 square feet | 1.79 |
| | 111 | B-1 | 862.98 square feet | 1.79 |
| | 112 | B-1 | 862.98 square feet | 1.79 |
| | 113 | B-1 | 862.98 square feet | 1.79 |
| | 114 | B-2 | 980.98 square feet | 2.03 |
| | 209 | B-2 | 980.98 square feet | 2.03 |
| | 210 | B-1 | 878.27 square feet | 1.82 |
| | 211 | B-1 | 862.98 square feet | 1.79 |
| | 212 | B-1 | 878.27 square feet | 1.82 |
| | 213 | B-1 | 862.98 square feet | 1.79 |
| | 214 | B-2 | 980.98 square feet | 2.03 |
| BUILDING "E" | | | | |
| | 115 | B-1 | 862.98 square feet | 1.79 |
| | 116 | B-1 | 862.98 square feet | 1.79 |
| | 117 | B-1 | 862.98 square feet | 1.79 |
| | 118 | B-1 | 862.98 square feet | 1.79 |
| | 215 | B-1 | 878.27 square feet | 1.82 |
| | 216 | B-1 | 878.27 square feet | 1.82 |
| | 217 | B-1 | 878.27 square feet | 1.82 |
| | 218 | B-1 | 878.27 square feet | 1.82 |
| BUILDING "F" | | | | |
| | 119 | B-1 | 862.98 square feet | 1.79 |
| | 120 | B-1 | 862.98 square feet | 1.79 |
| | 121 | B-1 | 862.98 square feet | 1.79 |
| | 122 | B-1 | 862.98 square feet | 1.79 |
| | 219 | B-1 | 878.27 square feet | 1.81 |
| | 220 | B-1 | 878.27 square feet | 1.81 |
| | 221 | B-1 | 878.27 square feet | 1.81 |
| | 222 | B-1 | 878.27 square feet | 1.81 |
| TOTAL 56 UNITS | | | 48,256.48 square feet | 100.00% |