



RESTATED DECLARATION

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 82 OF THE TEXAS PROPERTY CODE

FOR

OAKS AT WILDWOOD CONDOMINIUM

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DECLARATION

This is the Declaration of Oaks at Wildwood Condominium made on or as of the 6 day of May, 2008, pursuant to the provisions of Chapter 82 of the Texas Property Code.

Recitals

A. ALLEN GROUP I, LLC, a Mississippi limited liability company doing business in Texas as The Oaks at Wildwood, "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the Condominium Act.

Definitions

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Additional Property" means the land, and improvements thereon, that may, at a subsequent time, be added to the Condominium Property and become a part of the Condominium.

2. "Assessments" mean all charges, of whatever nature, levied by the Association against a Unit and its Owners, and includes:

(a) "Operating Assessments;"

(b) "Special Assessments for Capital Improvements;" and

(c) "Special Individual Unit Assessments," each of which is hereinafter defined in this Declaration.

3. "Association" and the "Oaks at Wildwood Condominium Association" mean the non-profit corporation created by the filing of the Certificate and is also one and the same as the association created for the Condominium under the Condominium Act.

4. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association.

5. "Bylaws" mean the bylaws of the Association, created under and pursuant to the provisions of the Condominium Act for the Condominium, and which also serve as the Bylaws of the Association under and pursuant to the provisions of the Texas Non-Profit Corporation Law.

6. "Certificate" and "Certificate of Formation" mean the certificate filed with the Secretary of State of Texas incorporating Oaks at Wildwood Condominium Association as a nonprofit corporation under the provisions of the Texas Non-Profit Corporation Law, Part of the Texas Business Organizations Code.

7. "Common Elements" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units.

8. "Condominium" and the "Oaks at Wildwood Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.

9. "Condominium Act" means Chapter 82 of the Texas Property Code.

10. "Condominium Instruments" means this Declaration, the Bylaws, the Drawings, any contracts pertaining to the management of the Condominium Property, the Condominium Information Statement provided for by the Condominium Act, and, as provided therein, "any other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."

11. "Condominium Organizational Documents" means the Certificate, the Bylaws, the Drawings, and this Declaration.

12. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

13. "Declarant" means whoever is designated in the recitals of this Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

14. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Condominium Act.

15. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association.

16. "Drawings" means the drawings for the Condominium, and are the Plat and Plans required pursuant to the provisions of the Condominium Act. A set thereof is attached hereto, but the same may be detached and filed separately herefrom by the appropriate public authorities.

17. "Eligible Mortgagees" means the holders of valid first mortgages on Units who have given written notice to the Association stating their names, addresses and Units subject to their mortgages.

18. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board.

19. "Occupant" means a person who (a) is an Owner of a Unit actually residing therein, (b) is any person who has executed a contract to purchase any Unit actually residing therein, or is renting a Unit until his or her Unit is complete, or (c) is a member of the immediate family, or other Qualifying Residents, or Qualified Permanent Resident of each Owner and each buyer and tenant referred to above actually living in the same household in the subdivision with such Owner or such buyer or tenant. Each Occupant shall also be a Qualifying Resident or a Qualifying Permanent Resident.

20. "Permitted Health Care Resident" means a person hired to provide live-in, long-term, or terminal health care to a Qualifying Resident.

21. "Person" means a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.

22. "Qualifying Permanent Resident" means a person meets all of the following requirements: (a) was residing with the Qualified Resident prior to the death, hospitalization, or other prolonged absence

or, or the dissolution of marriage with the Qualified Resident; (b) was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the Qualified Resident, and (c) has an ownership interest in, or is in expectation of an ownership interest in, the Unit.

23. "Qualified Resident" means a person 55 years of age or older.

24. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration and designated by Unit designation on the Drawings, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

25. "Unit Owner" and "Unit Owners" or "Owner" and "Owners" mean that Person or those Persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association.

The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the below-described property under and pursuant to the provisions of the Condominium Act:

ARTICLE I

THE LAND

The legal description of the land constituting a part of the Condominium Property, located in the City of Georgetown, Williamson County, Texas, and consisting of approximately 2.65 acres, more or less, is attached hereto and marked "Exhibit A".

ARTICLE II

NAME

The name by which the Condominium shall be known is the "Oaks at Wildwood Condominium".

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, promoting, and preserving the values of Units and the Common Elements and the well being of Unit Owners and Occupants; and to establish a Unit Owners' association to administer the Condominium and the Condominium Property, to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth, and to raise funds through Assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

(a) Age Restrictions. Each Dwelling Unit, if occupied, must be occupied by at least one Qualified Resident. All other persons occupying a Unit shall be Qualified

Permanent Residents, provided however, that a Permanent Health Care Resident may occupy a Unit for any period that such person is actually providing live-in, long-term, or hospice health care to a Qualified Resident for compensation. The Qualified Resident and Qualified Permanent Resident may have as guests persons under the 45 years of age for periods of time, up to 90 days total for each such guest in any calendar year. Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the Qualified Resident, any Qualifying Permanent Resident shall be entitled to continue his or her occupancy, residency, or use of the Unit, provided however, that at least 80% of the Units must be occupied by at least one Qualified Resident.

(b) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against Persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(c) Architectural Control. Except for improvements constructed by Declarant or its designee during the initial construction, no building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future Owners of that Unit.

(d) Common Element Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Element shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants.

(e) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(f) Conveyances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Elements by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit Owner to sell, transfer or otherwise convey that Owner's Unit is not subject to any right of first refusal, and any Unit Owner may transfer that Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to another Person. In addition, each Unit Owner agrees to provide to a purchaser of that Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations.

(g) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped Person equal opportunity to use and enjoy the Condominium Property, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(h) Limited Common Element Uses. Those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, as specified in this Declaration, and shall be used only for the purposes intended and subject to the other provisions of this Declaration.

(i) Offensive Activities. No noxious or offensive activity or abusive or harassing behavior, or any form of intimidation or aggression, either verbal or physical, shall be engaged in or carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant, or which might intimidate or interfere with the activities of any Occupant or representative of the Association or its managing agent, or their licensees or invitees.

(j) Prohibited Tenants. Persons convicted of criminal offenses of a violent or sexual nature, including but not limited to persons required to register as sex offenders, are prohibited from residing in the community or being present in the community between the hours of 9:00 pm and 6:00 am. The Condominium Association Board of Directors cannot and does not make any warranties or representations regarding the safety of the community or its residents by enacting this prohibition. Upon receipt of written notice that a prohibited tenant is residing in the community, the Condominium Association Board of Directors will make every reasonable effort to enforce the foregoing policy and have the individual removed from the community.

(k) Reallocations. Boundaries between Units and/or appurtenant Limited Common Elements shall not be adjusted nor undivided interests in Units reallocated (except in the event of an expansion of the Condominium), nor rights to use Limited Common Elements reallocated, without the express prior written consent of the Board, which it may exercise in its sole and unfettered discretion.

(l) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which Occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. The Association shall have the right to initiate or prosecute eviction proceedings to evict a tenant of a Unit, either in its own name, as agent of the Association, or in the name of the Unit Owner. Prior to the commencement of the term of a lease the Unit Owner shall notify the Board, in writing, the name or names of the tenant or tenants, and all Occupants, and the time during which the lease term shall be in effect. Except as otherwise specifically provided herein, there are no limitations on the number of Units that may be rented or leased or the number of Units that may be owned by any Unit Owner.

(m) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable structure type, size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

(n) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically herein mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit Owners, as a whole, and the Association, and to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the Owners of each Unit prior to the time when the same shall become effective.

(o) Signs; Commercial Devices. No sign, insignia, display, device, or form of external evidence of commercial advertising or use, of any kind, shall be displayed to the public view on the Condominium Property or on anything on the Condominium Property. "For Sale" and "For Rent" signs may **NOT** be hung or displayed at any location on the property. However, Declarant reserves the right, on the Common Elements and model units, to display signs advertising the sale and/or rental of Units by Declarant during the period of its sale and rental of Units.

(p) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Elements, which may impair the structural integrity of any improvement.

(q) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home,

commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for Declarant to maintain, during the period of its sale or rental of Units, two or more Units, whether hereby made a part of the Condominium, or added hereafter, as sales and rental models and offices, and for storage and maintenance purposes, (iii) one or more of such Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

(r) Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, including the Limited Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.

(s) Visible Areas. All personal property, such as lawn chairs, bicycles, tables, etc., must be kept inside the garage or inside the patio areas but not visible above the fence with the exception of patio furniture that was constructed and sold for outdoor use, patio umbrellas and grills (a maximum of one table and four chairs in either black or tan and only allowed if optional patio was selected). Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antennae or satellite dishes or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences or roof without prior written approval of the Condominium Association Board of Directors. The location of any exterior satellite dish must receive the prior written approval of the Condominium Association Board of Directors.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Residential Buildings. There are three (3) residential buildings initially a part of the Condominium, each containing four (4) dwelling units, making a total of twelve (12) dwelling units. The residential buildings are of traditional architectural style, ranch type (although some dwelling units may have a partial second story), with quadplex layouts, so that each dwelling unit in a building faces in a different direction, and so that the garage spaces in each building adjoin at the center of the building. Each dwelling unit has an attached two car garage, a private exterior entrance, an exterior parking area immediately in front of the dwelling unit's attached garage, and in some instances, a contiguous fenced-in patio area with a concrete pad and/or an enclosed veranda. The dwelling units do not have basements. These buildings are of wood frame construction, on poured concrete foundations, with wood siding, brick and/or cultured stone trim, wood fascia, and asphalt shingle roofs. The principal materials of which these buildings are constructed are wood, glass, concrete, cultured stone or brick, asphalt shingle, and drywall. The residential buildings are located as shown on the Drawings.

Section 2. Other. Also on and a part of the Condominium are portions of private roadways, mailbox facilities, walkways, driveways, all or portions of storm water drainage areas, and green and landscaped areas. The Condominium also contains an outdoor swimming pool and a clubhouse built of similar architectural style and similar materials as the residential buildings. The clubhouse contains approximately 2,946 square feet and consists of a community room, exercise room, kitchen, mechanical room, two restrooms and two offices.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the dwelling units, each of which is called "a Unit", is legally designated by a number, corresponding with Declarant's number of the building in which that Unit is situated, a dash ("-"), and a number corresponding with the numerical portion of the street address of that Unit. The Unit designation of each Unit is shown on the Drawings where that Unit is located. The location and designation of each Unit is also shown on the plat attached hereto as "Exhibit B". Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit C".

Section 2. Composition of Units.

(a) Unit Composition. Each Unit constitutes a single freehold estate and consists, among other things, of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the lowest level, and the unfinished interior surface of the ceiling of the highest floor, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosures of space, and all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

(i) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and the drywall, paneling and other finishing wall material;

(ii) the finished walls, ceilings and floors themselves, but not the building's supporting elements, such as but not limited to rafters and joists, above the ceiling at the Unit's highest level, and the sub-flooring below the finished floors themselves at the lowest level of the Unit, and the structural walls or structural components thereof to which the finished walls, such as but not limited to plaster, drywall, and paneling are affixed;

(iii) all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;

(iv) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any;

(v) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit;

(vi) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service only the Unit or the fixtures located therein;

(vii) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby;

(viii) the portion of fireplaces, if any, actually within the interior of a Unit and the vents and dampers therefor accessible from the Unit's interior;

(ix) the space in the attached garage;

(x) the space in the attached enclosed veranda, if any; and

(xi) the attic space or storage space above the living area of a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access;

excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

(i) any supporting element of the building contained in interior walls, floors and ceilings;

(ii) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit; and

(iii) fireplace stacks and chimneys, if any.

(b) Unit Types, Sizes, Locations and Components. The type, composition, and approximate interior area of each Unit are shown on the attached Exhibit D. The location, dimensions, type and composition of each Unit are also shown on the Drawings. Each Unit has direct access to Common Elements, which lead directly to a public street.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "Limited Common Elements" on the Drawings or as so described herein are Limited Common Elements. In the case of each Unit these Limited Common Elements consist of a driveway area in front of the Unit's garage and a contiguous fenced-in patio area with a concrete pad and the improvements in that area (except items that are defined as being part of a Unit and utility lines that serve another Unit) or a yard area. Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit or Units it is designed or designated to serve.

Section 3. Par Values; Undivided Interest. The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit C, and, in each case, is based on each Unit having an equal par value of one (1.00) and thus, results in each Unit having an equal undivided interest. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the

undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

ARTICLE VII

ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' association of the Condominium. Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Association shall be limited to the Unit Owners, and every Person who is or becomes a record Owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Voting rights of members are as set forth in the Bylaws.

Section 4. Board of Directors. The number and composition, and the authority, rights and responsibilities, of the Board of Directors shall be as provided in the Bylaws, provided that no member of the Board need be a Unit Owner, but shall meet the qualifications set forth in the Bylaws.

Section 5. Security. The Association may, from time to time, provide measures of security on or with respect to the Condominium Property and/or its Unit Owners, Occupants, invitees and licensees. However, the Association is not and shall not be deemed to be a provider of security, shall have no duty to provide any security on the Condominium Property or with respect to its Owners, Occupants, invitees or licensees, and shall not be held liable for any loss, cost, or damage arising by failure of the Association to provide security or the effectiveness of security measures it undertakes, if any. The obligation to provide security lies solely with each Unit Owner and Occupant individually.

Section 6. Age Restriction Policies. The Board of Directors shall have the duty and authority to publish and adhere to policies and procedures that demonstrate an intent to qualify the Condominium Property as housing for persons 55 years of age or older as such qualifications may be determined by the Fair Housing Act of 1968, as amended, the Housing for Older Persons Act of 1995, the Texas Fair Housing Act, and rules and regulations as from time to time may be promulgated by the Secretary of Housing and Urban Development and the Texas Human Rights Commission.

ARTICLE VIII

AGENT FOR SERVICE

The name of the Person to receive service of process for the Association, the Association's "Registered Agent", and that Person's residence or place of business, which is in the State of Texas, is:

Alliance Association Management, Inc.
115 Wild Basin Road, Suite 308
Austin, Texas 78746

In the event this Person for any reason ceases to be registered with the Secretary of State of Texas as Registered Agent for the Association, the Person so registered shall be the Person to receive service of process for the Association.

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including the Limited Common Elements, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, irrigation systems, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements, including the Limited Common Elements, and that do not constitute part of a Unit, provided that the Association shall not be responsible for the cleaning and housekeeping of Limited Common Elements or components thereof. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, and then only to the extent the net proceeds, after deductibles, are available for that purpose, the Association shall not have the responsibility to pay the cost of repair or maintenance of any Unit, or component thereof, or repair, maintenance or replacement of personal property within a Unit, or improvements made by Unit Owners hereafter.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and improvements made by Unit Owners hereafter, and perform cleaning and housekeeping with respect to Limited Common Elements appurtenant to that Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor. In the event a Unit Owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of any Unit or part of any of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or that Unit Owner's predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a Special Individual Unit Assessment, on the Unit owned by that Unit Owner and on that Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X

UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, and to reimburse the Association for that Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by that Owner's Unit. All other utility costs shall be common expenses and paid by the Association.

ARTICLE XI

INSURANCE; LOSSES

Section 1. Special Broad Form Casualty Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property

and supplies now or at any time hereafter constituting a part of the Common Elements, the Limited Common Elements, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against under "special form" policies, or, if not available, or not available at competitive rates, a policy that includes the "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also:

- (a) provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;

- (b) provide coverage for built-in or installed improvements, fixtures and equipment that are part of a Unit;

- (c) have (i) an agreed amount and inflation guard endorsement, when that can be obtained, (ii) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction; and, (iii) when applicable, a steam boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy);

- (d) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;

- (e) be written in the name of the Association for the use and benefit of the Unit Owners, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners;

- (f) contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (i) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;

- (g) have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;

- (h) be paid for by the Association, as a common expense;

- (i) contain a waiver of the transfer of recovery rights by the carrier against the Association, its officers and Directors, and all Unit Owners;

(j) provide that the insurance shall not be prejudiced by any acts or omissions of individual Unit Owners who are not under the control of the Association; and

(k) be primary, even if a Unit Owner has other insurance that covers the same loss.

Section 2. Liability Insurance. The Association shall obtain and maintain, at the Association's cost and as a common expense, a policy of commercial/general liability insurance covering all of the Common Elements, public ways and any other areas under the Association's supervision, and Units, if any, owned by the Association, even if leased to others, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, Unit Owners or Occupants, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on a Unit.

Section 3. Fidelity Coverage. From and after such time as Declarant no longer controls the Association, The Board shall obtain, or cause to be obtained, and maintain, a fidelity bond or policy providing coverage for the Association against dishonest acts on the part of Directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond or policy shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus three months' Assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond or policy is in force. In connection with such coverage, an appropriate endorsement to the bond or policy to cover any persons who serve without compensation shall be added if the bond or policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights. Any management agent who handles funds of the Association shall maintain a fidelity bond or policy providing coverage of no less than that required of the Association, which bond or policy names the Association as an additional obligee or obligee.

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Texas which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's *Insurance Reports—International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's *Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in Standard and Poor's *International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

Section 5. Other Association Insurance. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, Directors' and officers' liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative; Power of Attorney. There may be named under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 7. Unit Owners' Insurance. Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

Section 8. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and Eligible Mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and Eligible Mortgagees if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that Assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments.

Section 10. Lender Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall at all times maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

ARTICLE XII

DAMAGE RESTORATION; TERMINATION

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a residential building, or the taking of one or more Units in any condemnation or eminent domain proceedings, the Association shall promptly restore or replace the same, unless an election is made not to do so, as hereinafter provided.

Section 2. Election Not to Restore; Termination. The Association may, with the consent of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, and the consent of Eligible Mortgagees hereinafter provided, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, shall be distributed among the Owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

ARTICLE XIII

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at that Unit Owner's election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, or any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new

plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the consent of Eligible Mortgagees hereinafter provided.

Section 3. Insufficient Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as Special Assessments for Capital Improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements.

Section 4. Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or that Unit Owner's mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and that Unit Owner's respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the Owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, and their Owners, since the Unit Owners of each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

Section 5. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, as that Unit Owner's attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from that Unit Owner's Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements and the Limited Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Each Unit Owner shall be deemed to have delegated that Unit Owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that Owner's Unit.

Section 2. Easements for Encroachments. Each Unit and the Common Elements and Limited Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Elements and Limited Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements; or by reason of errors on the Drawings. Valid easements

for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

Section 3. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements as follows:

(a) for a ten year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, to access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available;

(b) for the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers;

(c) for the initial sales and rental period, to maintain and utilize two or more Units and appurtenances thereto, and/or a portion or portions of the Common Elements, including but not limited to the clubhouse, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

(d) for so long as Declarant, its successors and assigns, have the right to expand the Condominium, to extend utility lines from the Common Elements onto the Additional Property, and thereafter to service the same; and

(e) unless and until, if ever, the Condominium has been expanded to encompass all of the Additional Property, to Owners and Occupants of all or any part of the Additional Property, for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Condominium Property, for ingress to and egress from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. In this connection, the Association, at all times, shall maintain an unimpeded route of vehicular and pedestrian ingress and egress over and upon the Condominium Property to and from the Additional Property and a public street.

The rights and easements reserved pursuant to the provisions of this section shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of Owners and Occupants of Units.

Section 4. Easements for Proper Operations. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the

Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by Owners and Occupants.

Section 5. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish from time to time.

Section 7. Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Unit no less than twenty-four hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 8. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as that Unit Owner's attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 9. General. Unless specifically limited herein otherwise, the foregoing easements shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the Owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or constitute an intention not to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

Section 1. Types of Assessments. Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) Operating Assessments, (b) Special Assessments for Capital Improvements, and (c) Special Individual Unit Assessments, all of such Assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of Unit Owners and Occupants and the best interests of the Condominium Property.

Section 3. Elements-Appportionment: Due Dates.

(a) Operating Assessments.

(i) Prior to the time any Unit Owner is to be charged Assessments by the Association, the Board shall establish for the remainder of the Association's fiscal year, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate for the next fiscal year, and, in each case, prorate among all Units and their Unit Owners on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association, consisting of the following:

a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association provided, however, that such costs will not exceed such costs from the previous fiscal year by more than 5% without the prior consent of Unit Owners exercising not less than seventy five percent (75%) of the voting power of the Unit Owners;

b. that period's estimated costs for insurance premiums to be provided and paid for by the Association;

c. that period's estimated costs for utility services not separately metered or charged to Unit Owners;

d. the estimated amount desired to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two months' currently estimated Assessments on all Units. Further, such amount will not exceed such amount from the previous fiscal year by more than 5% without the prior consent of Unit Owners exercising not less than seventy five percent (75%) of the voting power of the Unit Owners;

e. an amount deemed adequate by the Board in its sole and unfettered discretion, and without vote of Unit Owners, to establish or augment an existing reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained provided, however, that such amount will not exceed such amounts from the previous fiscal year by more than 5% without the prior consent of Unit Owners exercising not less than seventy five percent (75%) of the voting power of the Unit Owners; and

f. that period's estimated costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common

expenses not otherwise herein specifically excluded provided, however, that such costs will not exceed such costs from the previous fiscal year by more than 5% without the prior consent of Unit Owners exercising not less than seventy five percent (75%) of the voting power of the Unit Owners.

(ii) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the Operating Assessment for each separate Unit. For administrative convenience, any such Assessment may be rounded so that monthly installments will be in whole dollars.

(iii) The Operating Assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying Assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, or, if it fails to do so, an equal monthly pro rata share of the Operating Assessment for a Unit shall be due the first day of each month.

(iv) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units and their Owners on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy Assessments against Units, Declarant shall pay the same.

(v) If Operating Assessments collected are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future Assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(vi) Each Unit's share of the working capital reserve fund shall be collected at the time the sale of the Unit is closed.

(b) Special Assessments for Capital Improvements.

(i) In addition to Operating Assessments, the Board may levy, at any time, Special Assessments for Capital Improvements to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners.

(ii) Each Special Assessment for Capital Improvements shall be prorated among all Units and their Owners in proportion to the respective undivided interests of the Units in the Common Elements, and shall become due

and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) Special Individual Unit Assessments. Subject to the applicable provisions of the Bylaws regarding procedures with respect thereto, the Board may levy Special Individual Unit Assessments against an individual Unit, or Units, and the Unit Owner or Owners thereof, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, the cost to reimburse the Association for that Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Owner's Unit, the portion of the cost of casualty and/or liability insurance provided by the Association that the Board determines is attributable to a particular use of a Unit or course of conduct by a Unit Owner or Occupant of that Owner's Unit, returned check charges, and a Unit Owner's interest, late charges, collection costs, and enforcement, and arbitration charges properly chargeable to a Unit and its Owners pursuant hereto). Each Special Individual Unit Assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto.

Section 4. Effective Date of Assessment. Any Assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least fifteen (15) days prior to the due date thereof, or if to be paid in installments, the due date of the first installment thereof. Written notice mailed or delivered to a Unit Owner's or Unit Owners' Unit shall constitute notice to that or those Unit Owners, unless the Unit Owner or Unit Owners have delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner or those Unit Owners.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any Assessment or installment or portion of any installment of an Assessment is not paid within at least fifteen (15) days after the same is due, the entire unpaid balance of the Assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

(b) If any Assessment or installment or portion of any installment of an Assessment is not paid within at least fifteen (15) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at such rate as the Board, from time to time, establishes by rule; or if the Board fails to establish a rate by rule, at the rate of eight percent (8%) per annum, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) charge the cost of collection, including attorney fees and other out-of-pocket expenses.

(c) Operating and both types of Special Assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge in favor of the Association upon the Unit against which each such Assessment is made.

(d) At any time after any Assessment or any installment of an Assessment, or any portion of any installment of an Assessment levied pursuant hereto remains unpaid for fifteen (15) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that Assessment, including all future installments thereof, interest, late fees, collection costs and expenses, including attorney fees, and court costs and filing fees ("collection costs"), may be filed with the County

Clerk of Williamson County, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification of the Unit against which the lien exists, the name or names of the record Owner or Owners thereof, and the amount of the unpaid portion of the Assessments and charges, and shall be signed by the president or other designated representative of the Association.

(e) Each Owner by such Owner's acceptance of a deed to a Unit, hereby vests in the Board or its agents the right and power to bring all appropriate actions against such Owner personally for the collection of such Assessments, interests, late fees, enforcement costs and other charges (included those which are accelerated as hereinabove provided) as a debt and hereby grants the Board a lien for such Special Assessments, interest, late fees, enforcement costs and other charges for which Owner is responsible. Said lien shall be enforceable by the Board or its agents through all appropriate methods available for the enforcement of such liens, including without limitation, non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, as amended from time to time, and the methods provided in Chapter 82, Texas Property Code, as amended from time to time, and such Owners hereby expressly grant to the Board a power of sale in connection with said lien. **THE ASSOCIATION MAY NOT, HOWEVER, FORECLOSE A LIEN FOR ASSESSMENTS CONSISTING SOLELY OF FINES.** The Board may designate a trustee in writing from time to time to post or caused to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Real Property Records of Williamson County. The lien provided for in this Section shall be in favor of the Association for the common benefit of all Owners.

(f) The Owner of a Unit purchased by the Association at a foreclosure sale for unpaid assessment liens, may redeem the Unit as provided in Chapter 82, Texas Property Code. Such right of redemption is personal to such Owner and may not be transferred or assigned. Up until the time of the non-judicial foreclosure sale, a Unit Owner may avoid a foreclosure by paying all amounts due to the Association, including late fees, interest, legal fees and other enforcement costs.

(g) Each such Assessment together with collection costs, shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the Assessment fell due. The obligation for delinquent Assessments, interest, late charges and costs shall not be the personal obligation of that or those Unit Owner or Owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent Assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article.

(h) No claim of the Association for Assessments and charges, whether in a collection action, foreclosure action, or otherwise, shall be subject to setoffs, off sets, counterclaims, or cross claim, including, without limiting the generality of the foregoing, claims that the Association has failed to provide the Unit Owner with any service, goods, work, or materials, or failed in any other duty.

(i) No Unit Owner or Owners may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of that Owners or those Owners Unit.

(j) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium Property, and to continue to provide utility and security service, and, accordingly, Assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

Section 6. Subordination of the Lien to First Mortgages. The lien of the Assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of Assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner. The foregoing will not relieve any successor Unit Owner from the obligation for Assessments accruing thereafter. Notwithstanding the foregoing, rental payments a receiver collects during the pendency of a foreclosure action shall first be applied to the payment of the portion of common expenses chargeable to the Unit and its Owners during the foreclosure action.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the Assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

ARTICLE XVI

EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property but only within the limitations, and subject to the terms, set forth in this article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property without the consent of any Unit Owner or Owners.

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of ten years from the date this Declaration is filed for record. Notwithstanding the foregoing, Declarant, with the consent of a majority of the Unit Owners other than Declarant, may extend Declarant's option to expand the Condominium Property for an additional ten years, if Declarant exercises the right to so renew within six months prior to the expiration of that initial ten year period. Declarant shall have the right to waive Declarant's option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Descriptions. A legal description or descriptions of all of the property that is part of the Additional Property, and that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, is attached hereto and marked "Exhibit E".

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added

meet all other requirements set forth in this Article and provided, further, that all improvements a part of the Additional Property added to the Condominium Property shall be substantially completed prior to the addition. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limits previously described.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is seventy-four (74), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

Section 9. Non-Residential Uses. No Units may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and compatible with structures then on the Condominium Property in terms of structure type, quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, types or mix of types of dwelling units in a building, changes in number of garage parking spaces, variances in setbacks or locations of structures in relation to other improvements, changes in design or finish detail, or minor changes in size.

Section 11. Improvements Other than Structures. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, storm water drainage facilities, and other non-structural improvements similar to those then on the Condominium Property shall be constructed on that Additional Property, and no other non-structural improvements.

Section 12. Types of Units. All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be of the same types as the types of Units then on the Condominium Property, or as otherwise described herein, provided, however, that any such Units shall be deemed of the same types notwithstanding changes in interior layout, changes in design or finish detail, minor changes in size.

Section 13. Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein of substantially the same type as those areas and improvements now so designated as such. The precise size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently

undetermined. Subject to the foregoing, there are no limits as to the types, sizes, and maximum number of Limited Common Elements that may be subsequently assigned to Units.

Section 14. Supplementary Drawings. Attached hereto and marked "Exhibit F" is a sketch drawing showing the location and relationship of the Condominium Property and the Additional Property. Declarant does not consider any other drawings or plans presently appropriate. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Condominium Act.

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by Declarant, or its successor as Owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Condominium Act.

Section 16. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the County Clerk of Williamson County, Texas, of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a two year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Units to maintain and utilize one or more of those Units and appurtenances thereto, and/or a portion or portions of the Common Elements, including but not limited to the clubhouse, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

(b) the Owner or Owners of a Unit or Units in the added portion shall thereupon become members of the Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by that Unit Owner or those Unit Owners;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of the par values of all Units in the Condominium, including those added by any expansion;

(d) with respect to Units added, Operating Assessments shall commence the later of (i) the first day of the calendar month next following the date the documents adding the Units were duly recorded or (ii) the date established by the Association for the commencement of any Operating Assessment, and shall be prorated based on the number of full calendar months remaining in the year for which the Operating Assessments were levied; and

(e) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect.

ARTICLE XVII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

Section 1. Notices. Any Eligible Mortgagee, upon written request to the Association (which request states the name and address of such Eligible Mortgagee and the Unit Designation), shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements), or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) hazard or fidelity insurance requirements; (ix) imposition of any restrictions on the leasing of Units, (x) imposition of any restrictions on a Unit Owner's right to sell or transfer that Owner's Unit; (xi) if the Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium instruments or by an Eligible Mortgagee; (xii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xiii) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xiv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(b) any proposed decision or action that: (i) terminates professional management and establishes self-management when professional management has been required previously by an Eligible Mortgagee; (ii) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Organizational Documents; (iii) substantial damage or destruction not be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi) would, without addition to, change in, or amendment of the Condominium Organizational Documents, make any change with respect to the items described in subparagraph (a) of Section 1 of this Article.

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit Designation or

address of the Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

ARTICLE XVIII

AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) shall require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. Notwithstanding the foregoing:

(a) the consent of all Unit Owners, including Declarant, so long as it owns a Unit or has the right to expand the Condominium, shall be required for any amendment effecting a change in:

- (i) the boundaries of any Unit;
- (ii) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;
- (iii) the number of votes in the Association appertaining to any Unit;
- (iv) the fundamental purposes to which any Unit or the Common Elements are restricted; or
- (v) the provisions and requirements of this Article XVIII;

or to impose restrictions, limitations or prohibitions against or inhibiting the rental of any Unit or Units;

(b) the consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners shall be required to terminate the Condominium;

(c) in any event, each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable:

(i) to Declarant, for so long as Declarant owns any Unit, to amend the Condominium Organizational Documents, to the extent necessary to (A) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than Declarant, the Declaration shall not be amended to increase the scope or the period of control of Declarant; and

(ii) to the Board, without a vote of Unit Owners, to amend the Declaration in any manner necessary for any of the following purposes:

a. to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters;

b. to bring the Declaration into compliance with requirements of the Condominium Act;

c. to correct clerical or typographical errors in this Declaration or an exhibit or amendment hereto; and

d. to designate a successor to the person named to receive service of process for the Association, provided, the naming of a successor need not be by amendment hereto if the change of statutory agent is appropriately filed with the Texas Secretary of State;

but for no other purpose.

Section 2. Method to Amend. An amendment to this Declaration adopted with the consent of Unit Owners hereinbefore required, or by the Board, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the County Clerk of Williamson County, Texas.

ARTICLE XIX

GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, powers of attorney, liens, and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions.

(a) In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, but not the duty, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge.

(b) The Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions

made pursuant to authority granted thereunder, provided, the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement, and provided, further, that neither the Association nor its Directors, officers, or other representatives, shall be liable to any Unit Owner or Occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit Owner, Occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association or such Director, officer or other representative.

(c) The foregoing notwithstanding, the Association may not commence a legal proceeding or action without the affirmative vote of Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. This limitation shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), the Bylaws, and reasonable rules and regulations adopted by the Board; (ii) the imposition and collection of Assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims or cross-claims brought by the Association in proceedings instituted against it.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Successor Owner. A successor owner of Condominium Property or any part thereof, or of Additional Property added to the Condominium Property, who is not an affiliate of Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of foreclosure, shall not be liable in damages for harm caused by an action or omission of Declarant or a breach of an obligation by Declarant.

Section 5. Limited Warranties. Declarant provides to each purchaser of a Unit from Declarant certain limited warranties which are described in a condominium information statement provided to each of those purchasers at or prior to the time the purchaser enters into a contract to purchase a Unit from Declarant. Except as specifically required by Title 16 of the Texas Property Code (if the same applies to Condominiums), Declarant specifically disclaims any and all warranties, express or implied, other than as set forth in Declarant's limited warranty, and specifically disclaims any implied warranty of fitness for a particular purpose or construction in a workmanlike manner. In addition, the time limit for commencing the prosecution of claims of negligence, breach of contract and/or breach of warranty shall be two years in the case of Common Elements, commencing on the date the first deed of record is recorded for a Unit in the phase in which the Common Element was made part of the Condominium and, in the case of a Unit, shall be one year commencing on the date the deed for the Unit was recorded. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to the Common Elements. In addition, all warranties received by the Declarant with regard to the Common Elements added by any expansion shall automatically be assigned to the Association upon the recording of an amendment to the Declaration expanding the Condominium to include those Common Elements.

Section 6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 7. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 6th day of May, 2008.

ALLEN GROUP I, LLC, a Mississippi limited liability company doing business in Texas as The Oaks at Wildwood

By David B. Blackburn
DAVID B. BLACKBURN, Manager

STATE OF MS §
COUNTY OF Leflore §

This instrument was executed and acknowledged before me by DAVID B. BLACKBURN, Manager of ALLEN GROUP I, LLC, a Mississippi limited liability company doing business in Texas as The Oaks at Wildwood, on behalf of said liability company, this 6th day of May, 2008.

Cathy Gearr
Notary Public State of MS

My Commission Expires on: September 18, 2009

RECORDERS MEMORANDUM

All or part of the text on this page was not clearly legible for satisfactory recordation.

EXHIBIT "A"
DECLARATION OF CONDOMINIUM
OAKS AT WILDWOOD

FIELD NOTES

JOB NO: 60223

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DATE: June 11, 2007

PAGE: 1 OF 4 (Exhibit attached)

Legal Description, Condominium Property
(5.32 acres)

All that certain tract or parcel of land situated in Williamson County, Texas, out of the Joseph Fish Survey, Abstract No. 232 and being a portion of that tract described as The Oaks at Wildwood, a subdivision in and to Georgetown, Williamson County, Texas, and recorded in Cabinet CC, Slide 262, Plat Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING at a calculated point in the north margin of Wildwood Drive (formerly called Shell Road) and in the south line of said Lot 1, Block "A" The Oaks at Wildwood, for the southeast corner of this tract, from which a pin set in concrete in the west margin of Verde Vista and the north margin of said Wildwood Drive, being the southeast corner of said Lot 1, Block "A" The Oaks at Wildwood, bears N 54°09'30" E 299.15 feet;

THENCE S 54°09'30" W 24.04 feet along the north margin of said Wildwood Drive and with the south line of said The Oaks at Wildwood subdivision to a calculated point for the southwest corner of this tract;

THENCE over and across said The Oaks at Wildwood subdivision with the west line of this tract in the following six (6) courses:

1. 0.84 feet along a curve to the left concave to the west ($\Delta = 1^\circ 55' 16"$, $r = 25.00$ feet, lc bears N 34°31'35" W 0.84 feet) to a calculated point;
2. N 35°29'13" W 99.95 feet to a calculated point;
3. S 54°30'47" W 140.39 feet to a calculated point;
4. 35.92 feet along a curve to the right concave to the northwest ($\Delta = 54^\circ 09' 18"$, $r = 38.00$ feet, lc bears S 24°52'20" W 34.59 feet) to a calculated point;
5. S 51°57'00" W 140.52 feet to a calculated point;
6. N 39°24'33" W 410.58 feet to a calculated point for the northwest corner of this tract;

THENCE continuing over and across said The Oaks at Wildwood subdivision with the north line of this tract in the following five (5) courses:

1. N 52°07'31" E 202.33 feet to a calculated point;
2. S 38°42'32" E 57.60 feet to a calculated point;
3. N 51°17'28" E 294.03 feet to a calculated point;
4. N 38°42'32" W 24.68 feet to a calculated point;
5. N 51°17'28" E 170.02 feet to a calculated point for the northeast corner of this tract;

THENCE continuing over and across said The Oaks at Wildwood subdivision with the east line of this tract in the following seven (7) courses:

1. S 38°53'28" E 149.95 feet to a calculated point;

EXHIBIT "A"
DECLARATION OF CONDOMINIUM
OAKS AT WILDWOOD

FIELD NOTES

JOB NO: 60223

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DATE: June 11, 2007

PAGE: 2 OF 4 (Exhibit attached)

2. S 35°50'51" E 136.19 feet to a calculated point;
3. S 54°21'48" W 172.96 feet to a calculated point;
4. S 35°29'13" E 101.53 feet to calculated point;
5. S 54°30'47" W 141.21 feet to a calculated point;
6. S 35°29'13" E 99.49 feet to a calculated point,
7. 1.15 feet along a curve to the left concave to the northeast ($\Delta = 2^\circ 37' 50''$, $r = 25.00$ feet, lc bears S $36^\circ 48' 08''$ E 1.15 feet) to the point of Beginning and containing 5.32 acres of land.

Bearings cited hereon rotated to the City of Georgetown's H.A.R.N. (NAD 83/93) – Texas Central Zone.

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

 6-11-07
John Jeremy Miller
Registered Professional Land Surveyor No. 5720



JJM/adm

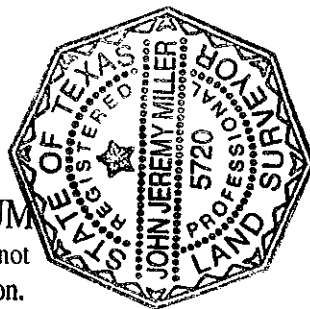
EXHIBIT "B"

5.32 ACRES OUT OF
THE JOSEPH FISH SURVEY, ABSTRACT No. 232
WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE OAKS OF
WILDWOOD, A SUBDIVISION OF RECORD IN CABINET CC, SLIDE 282,
PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

THE OAKS AT WILDWOOD
CAB. CO. BLD. 262
CAB. P.R.W.C.

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

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6-11-07

Scale: 1" = 100'

The bearings shown hereon are
rotated to the City of Georgetown's
H.A.R.N. (NAD 83\93 HARN - Texas
Central Zone)



Castleberry Surveying, Ltd.

3613 Williams Drive, Suite 803 -- Georgetown, Texas 78628
(512) 930-1800/(512) 930-9389 fax
www.castleberrysurveying.com

SHEET

M

OF 4

EXHIBIT "B"
OAKS AT WILDWOOD CONDOMINIUM
DECLARATION OF CONDOMINIUM

5.32 ACRES OUT OF
THE JOSEPH FISH SURVEY, ABSTRACT No. 232
WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE OAKS OF WILDWOOD, A SUBDIVISION OF
RECORD IN CABINET CC, SLIDE 262, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 54°09'30" W	24.04'
L2	N 35°29'13" W	99.95'
L3	S 38°42'32" E	57.60'
L4	N 38°42'32" W	24.68'
L5	S 35°29'13" E	101.53'
L6	S 35°29'13" E	99.49'

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	01°55'16"	25.00	0.84	0.84	N 34°31'35" W
C2	54°09'18"	38.00	35.92	34.59	S 24°52'20" W
C3	02°37'50"	25.00	1.15	1.15	S 36°48'08" E

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DRAWING



Castleberry Surveying, Ltd.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.castleberrysurveying.com

SHEET

4

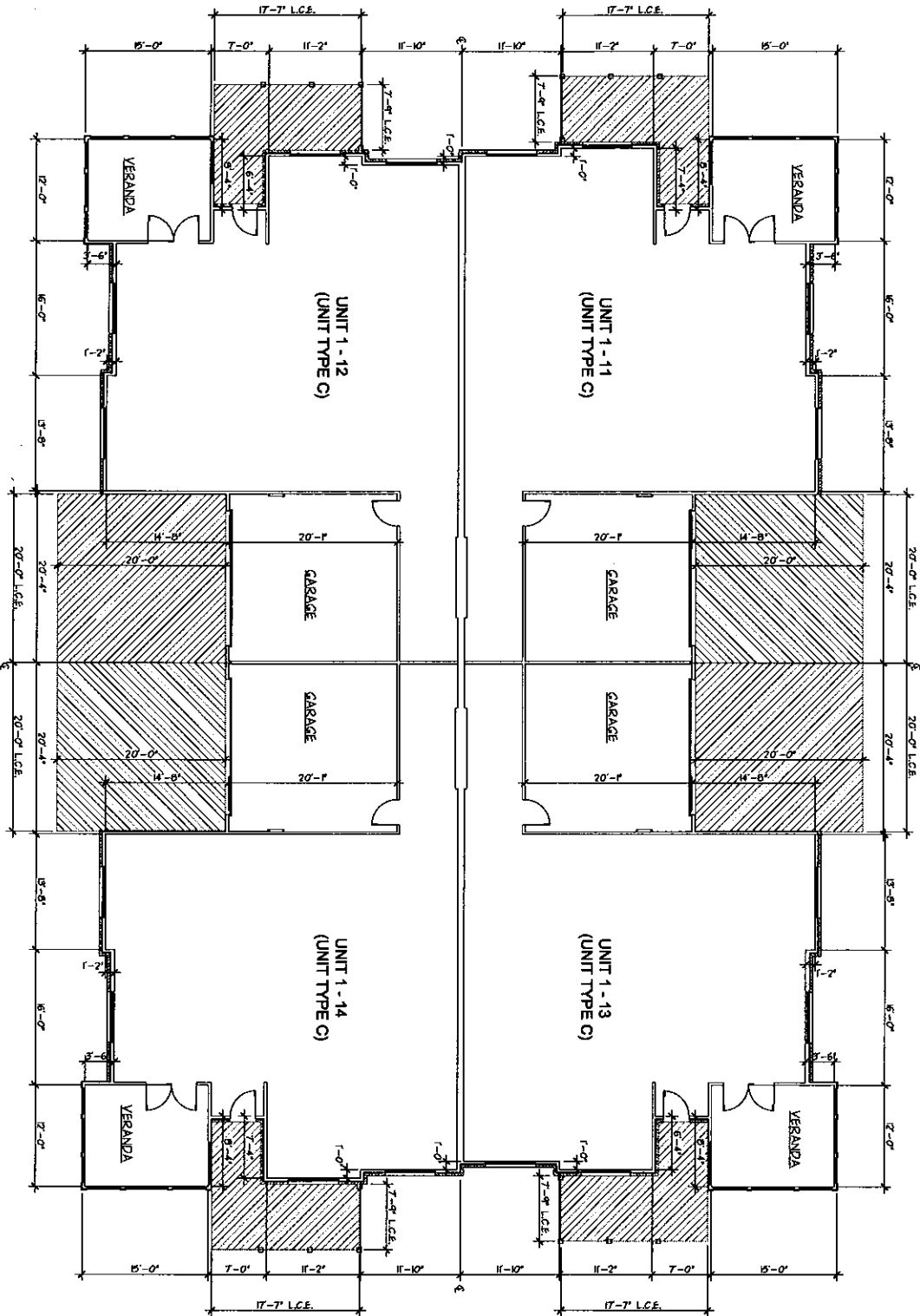
OF

4

FLOOR PLAN
01234 8

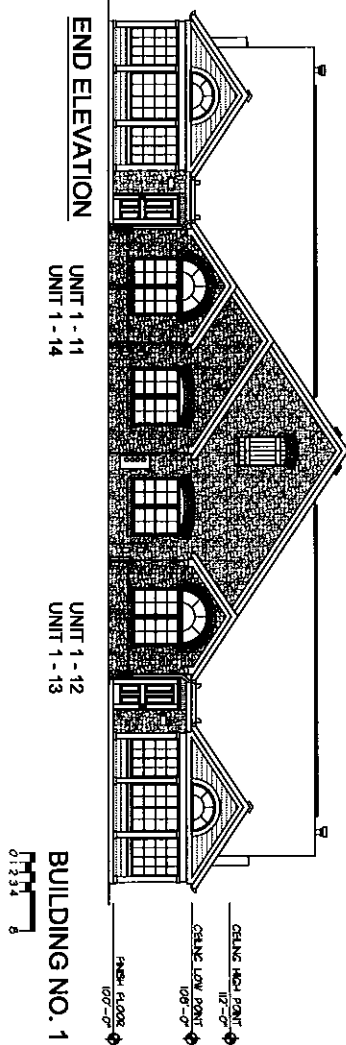
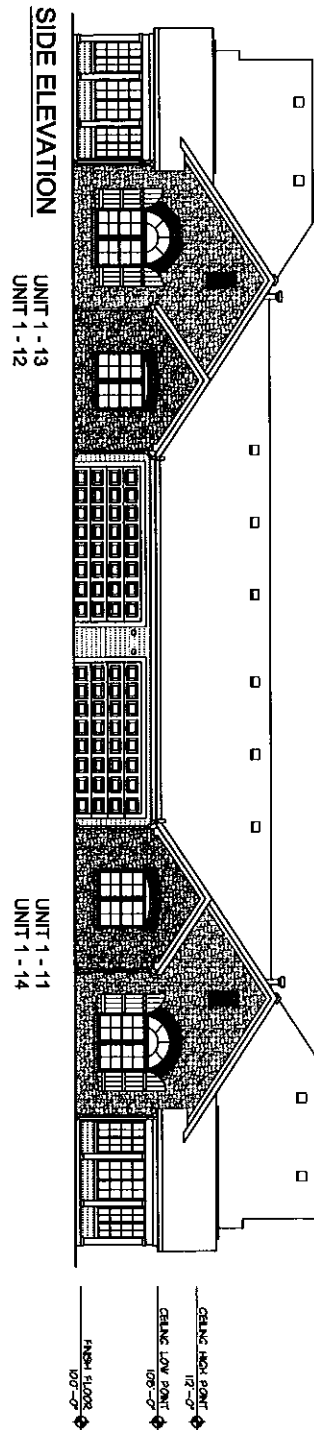
BUILDING NO. 1

NOTE:
AREAS DESIGNATED THIS INDICATES
UNITED COTTON ELEMENT PERTAINING TO
ADJACENT UNIT
L.C.E. = UNITED COTTON ELEMENT



OAKS AT WILDWOOD DECLARATION OF CONDOMINIUM

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15



OAKS AT WILDWOOD DECLARATION OF CONDOMINIUM

11
13

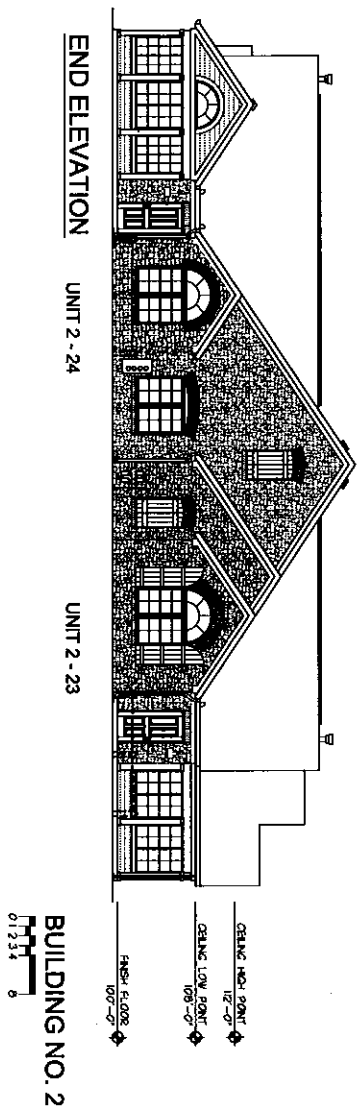
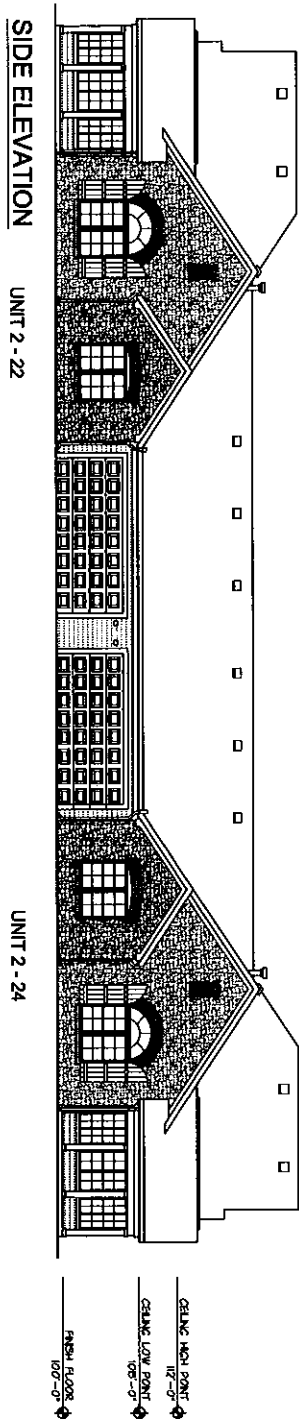
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DRAWINGS, 1/2" = 1'-0"
SCALE, 1/2" = 1'-0"
SCALE, 1/2" = 1'-0"

0603-1

3 of 23

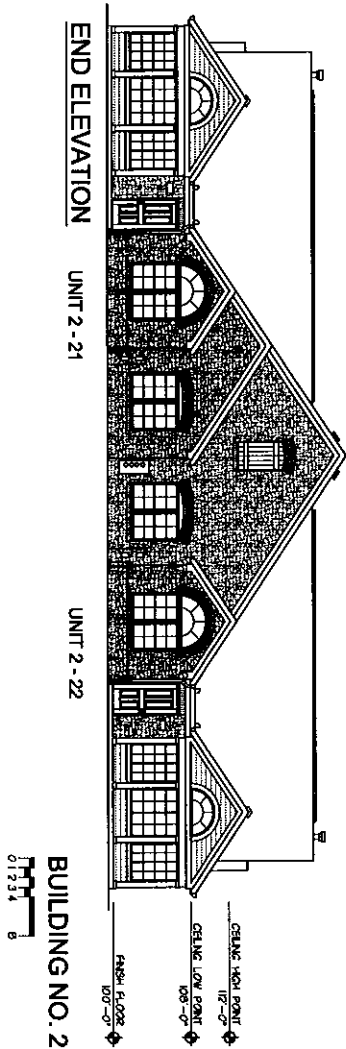
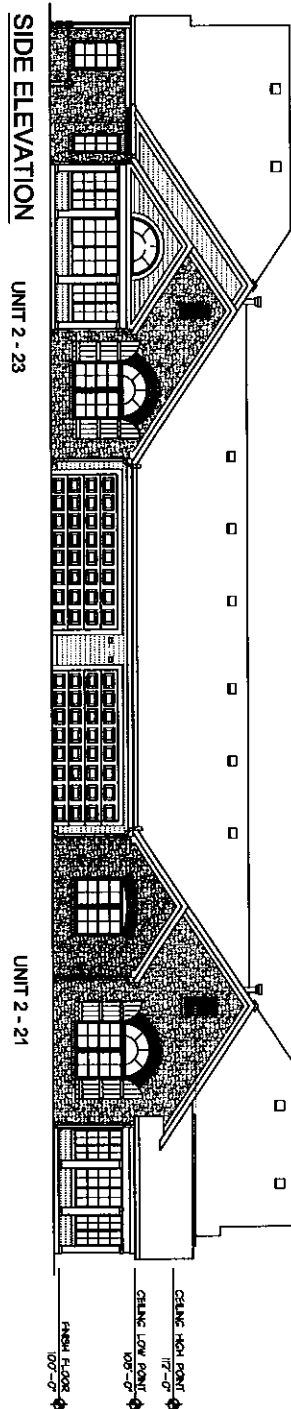
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01234 5



OAKS AT WILDWOOD DECLARATION OF CONDOMINIUM

11
13



OAKS AT WILDWOOD DECLARATION OF CONDOMINIUM

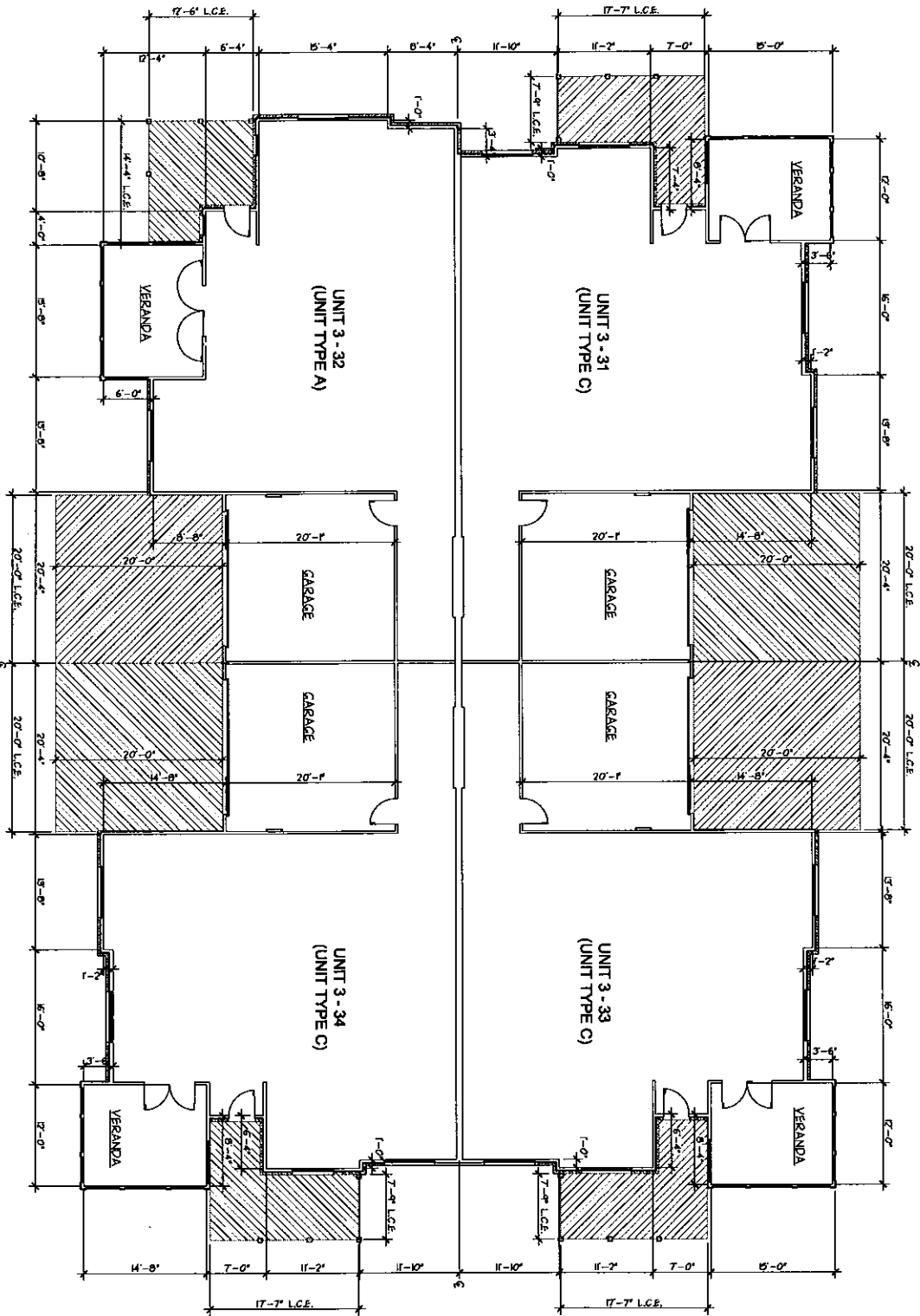
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FLOOR PLAN

01234 8

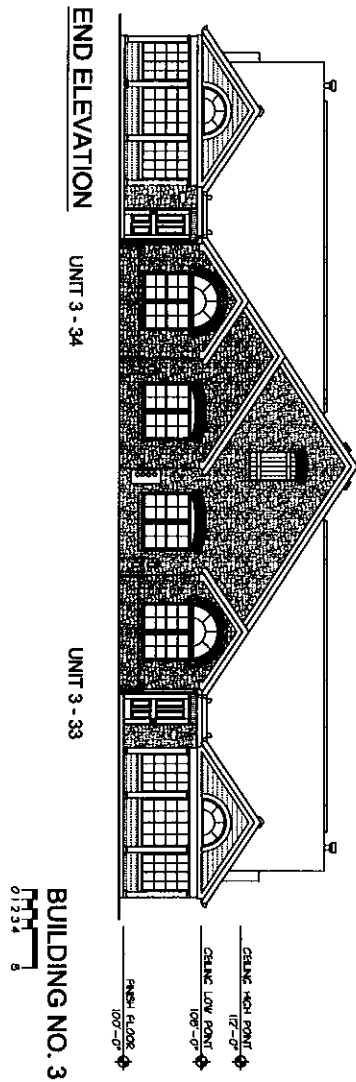
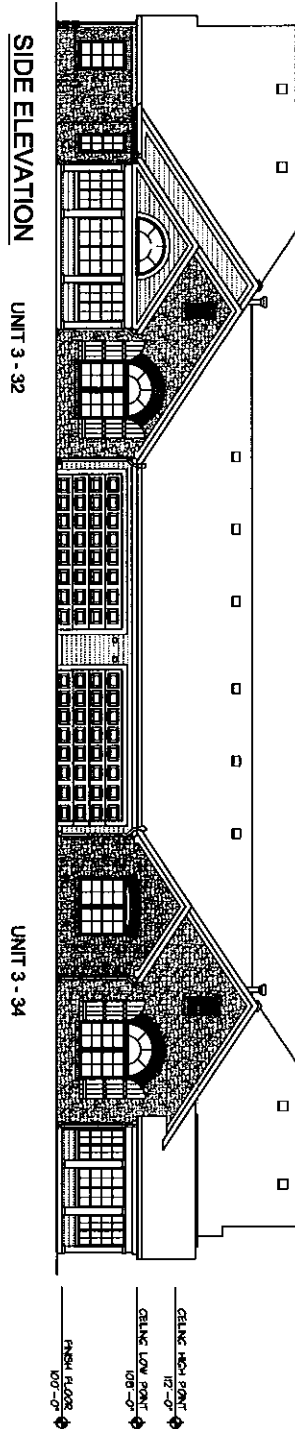
BUILDING NO. 3

NOTE: AREAS HATCHED THIS INDICATES
UNITED COMMON ELEMENTS PERTAINING TO
ADJACENT UNIT
L.C.E. = LIMITED COMMON ELEMENT



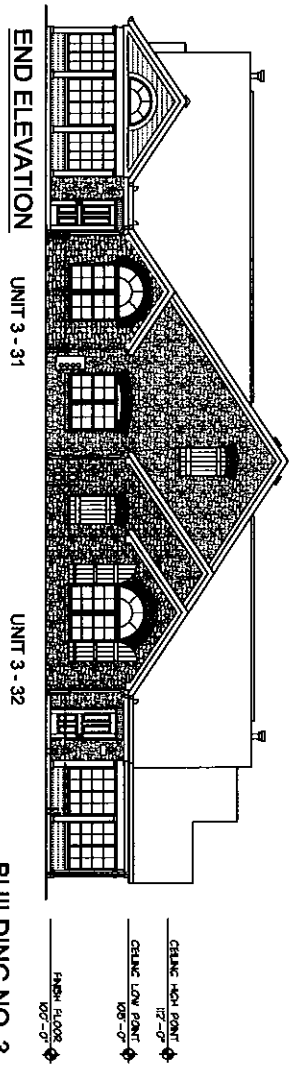
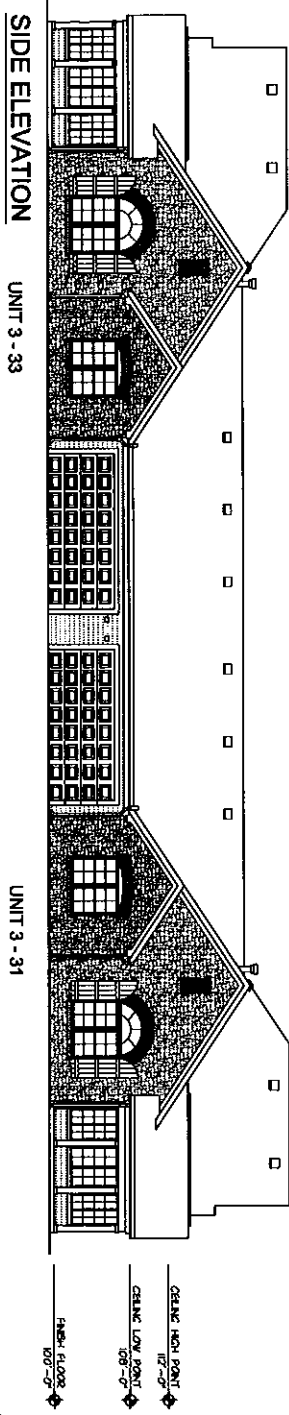
OAKS AT WILDWOOD DECLARATION OF CONDOMINIUM

11



OAKS AT WILDWOOD

DECLARATION OF CONDOMINIUM



BUILDING NO. 3
01234 8

OAKS AT WILDWOOD

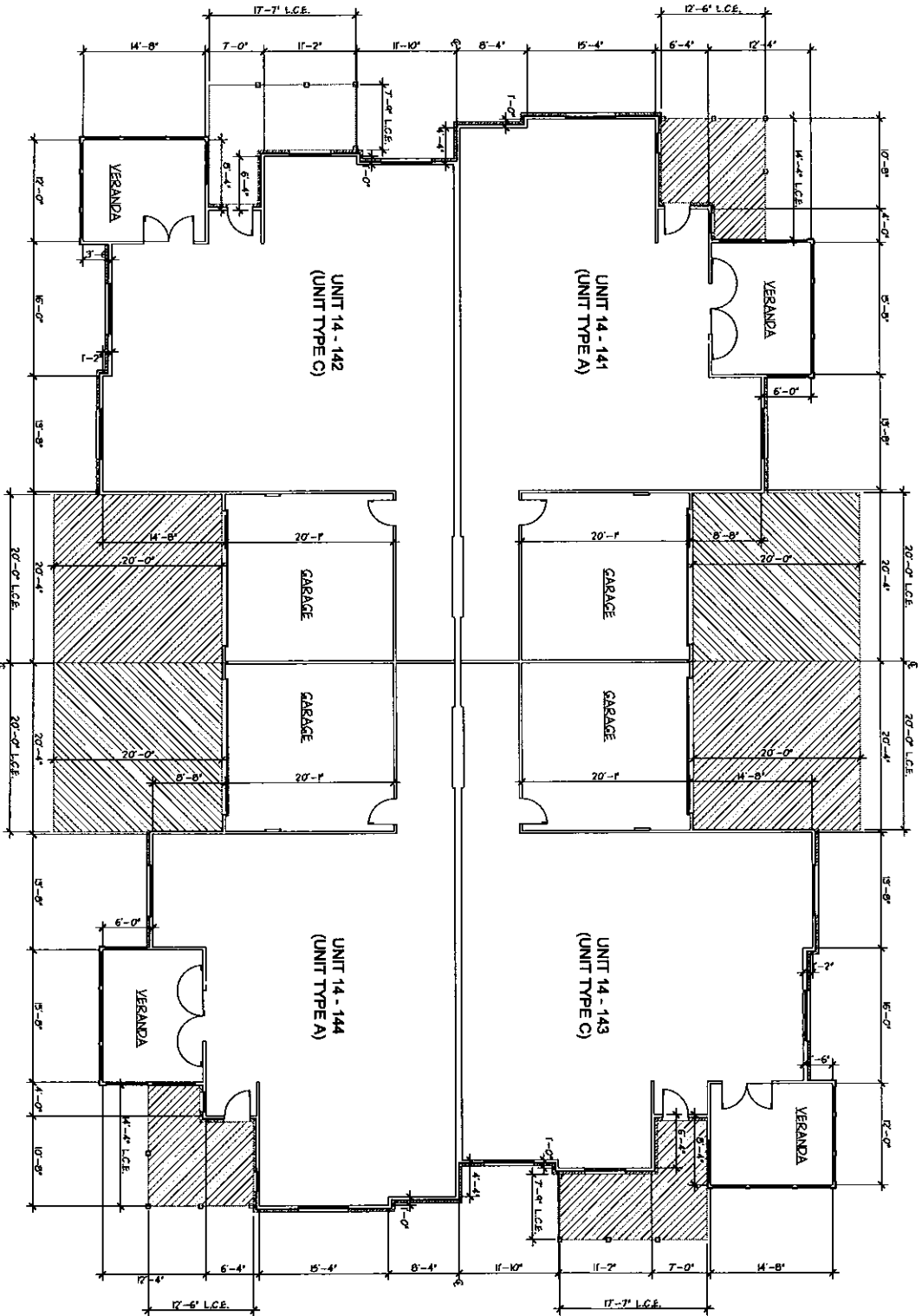
DECLARATION OF CONDOMINIUM

FLOOR PLAN

01231 8

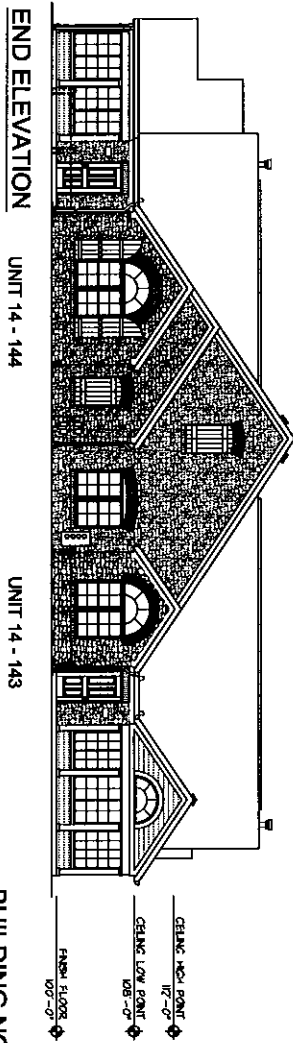
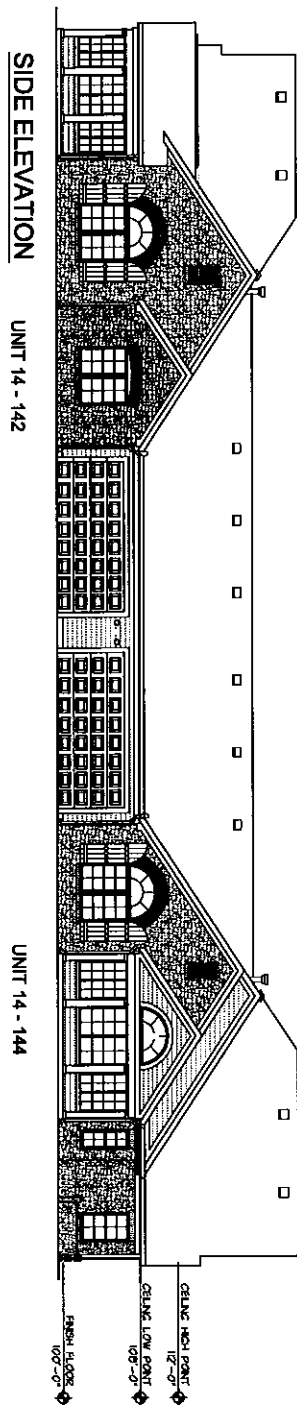
BUILDING NO. 14

NOTE: AREAS DESIGNATED THIS MANNER INDICATES LIMITED COMMON ELEMENT PERTAINING TO ADJACENT UNIT
 L.C.E. = LIMITED COMMON ELEMENT



OAKS AT WILDWOOD DECLARATION OF CONDOMINIUM

113



BUILDING NO. 14
01234 8

OAKS AT WILDWOOD DECLARATION OF CONDOMINIUM

11
13

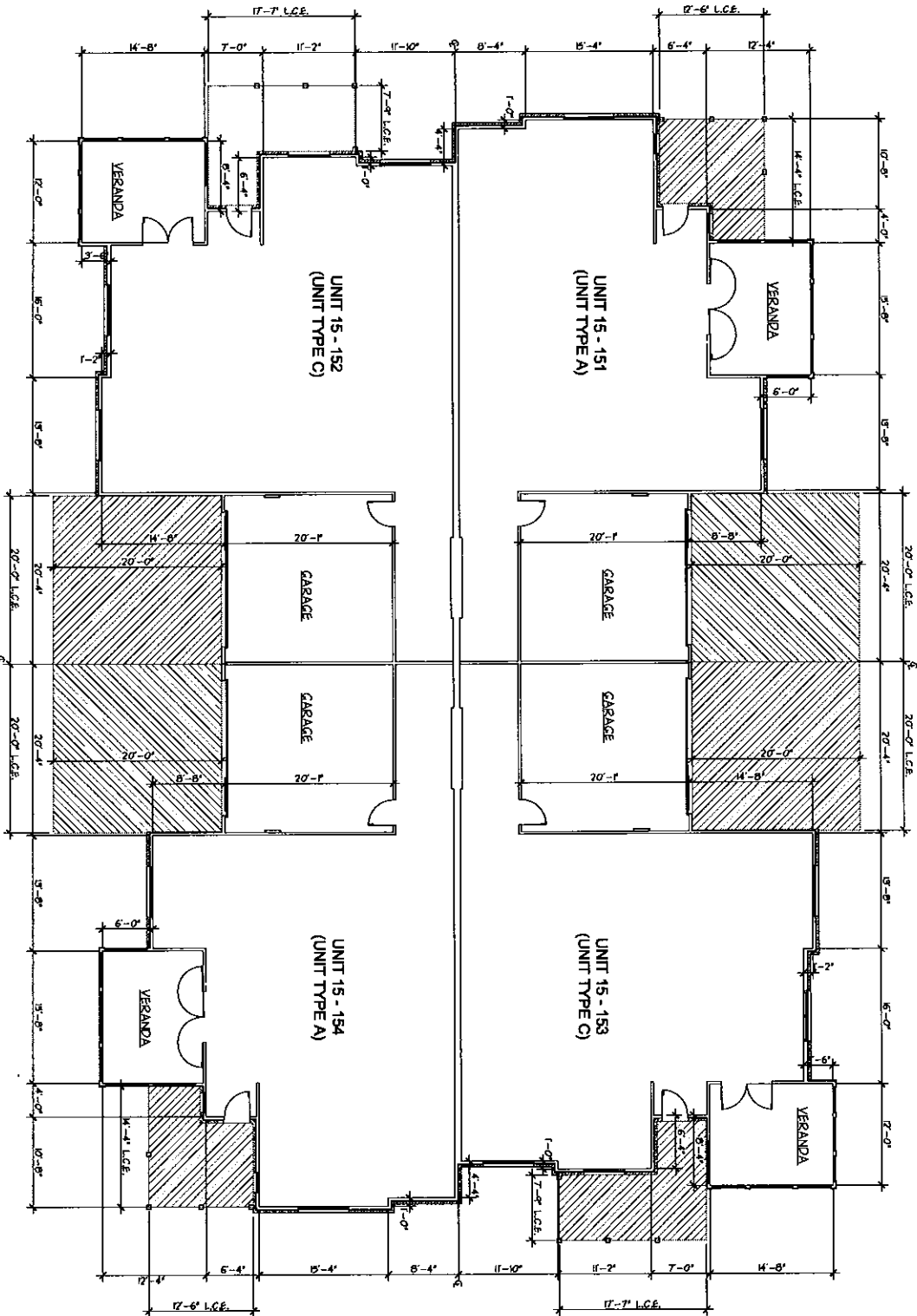
FLOOR PLAN

01234 5

BUILDING NO. 15

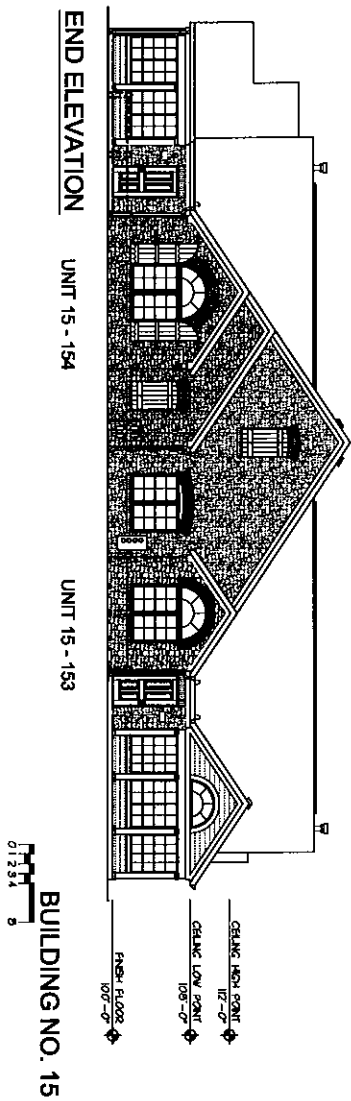
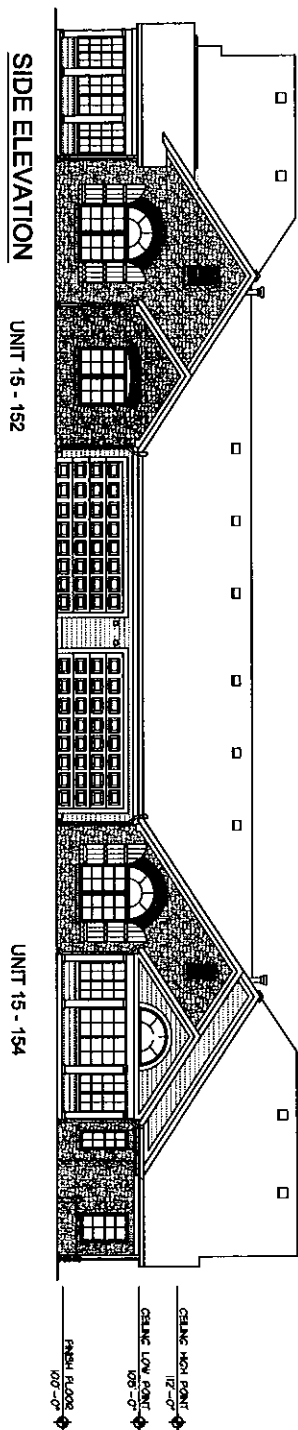
NOTE: AREAS DESIGNATED THIS INDICATES
LIFTED COTTON ELEMENT PERTAINING TO
ADJACENT UNIT

L.C.E. = LIFTED COTTON ELEMENT



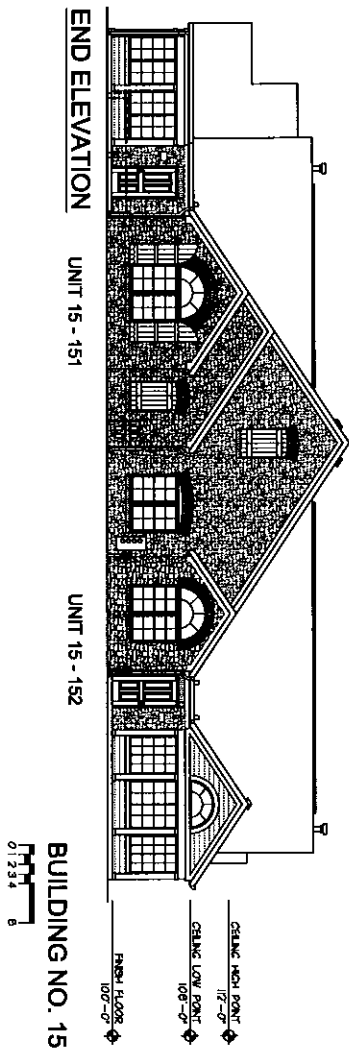
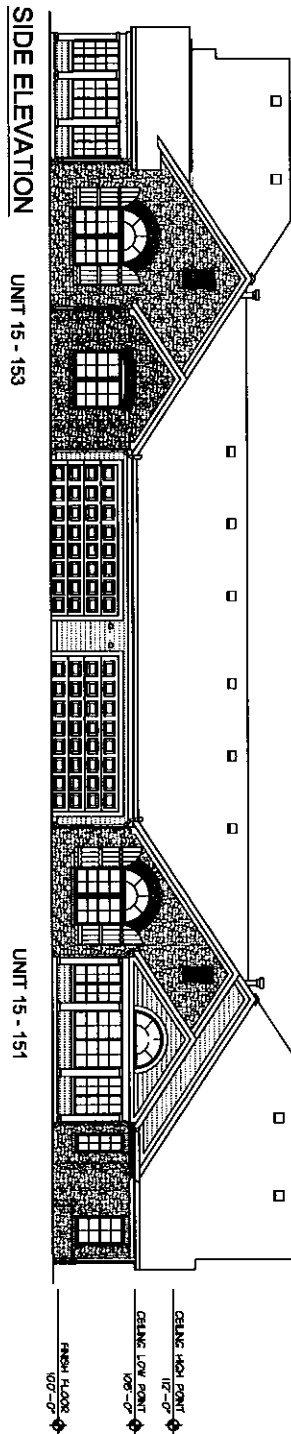
OAKS AT WILDWOOD DECLARATION OF CONDOMINIUM

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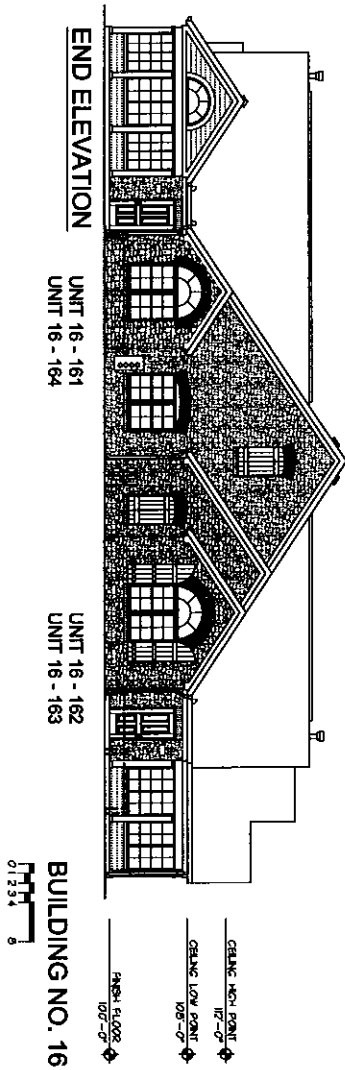
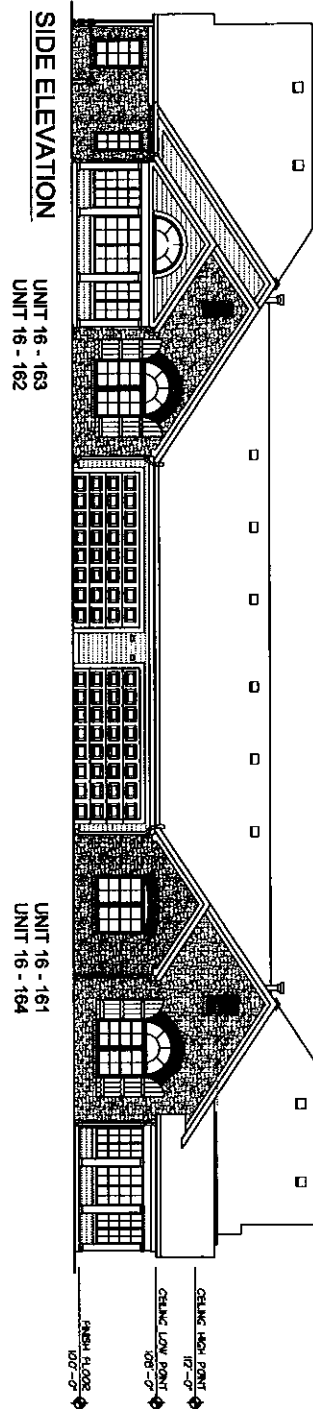
OAKS AT WILDWOOD DECLARATION OF CONDOMINIUM

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OAKS AT WILDWOOD DECLARATION OF CONDOMINIUM

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13



OAKS AT WILDWOOD DECLARATION OF CONDOMINIUM

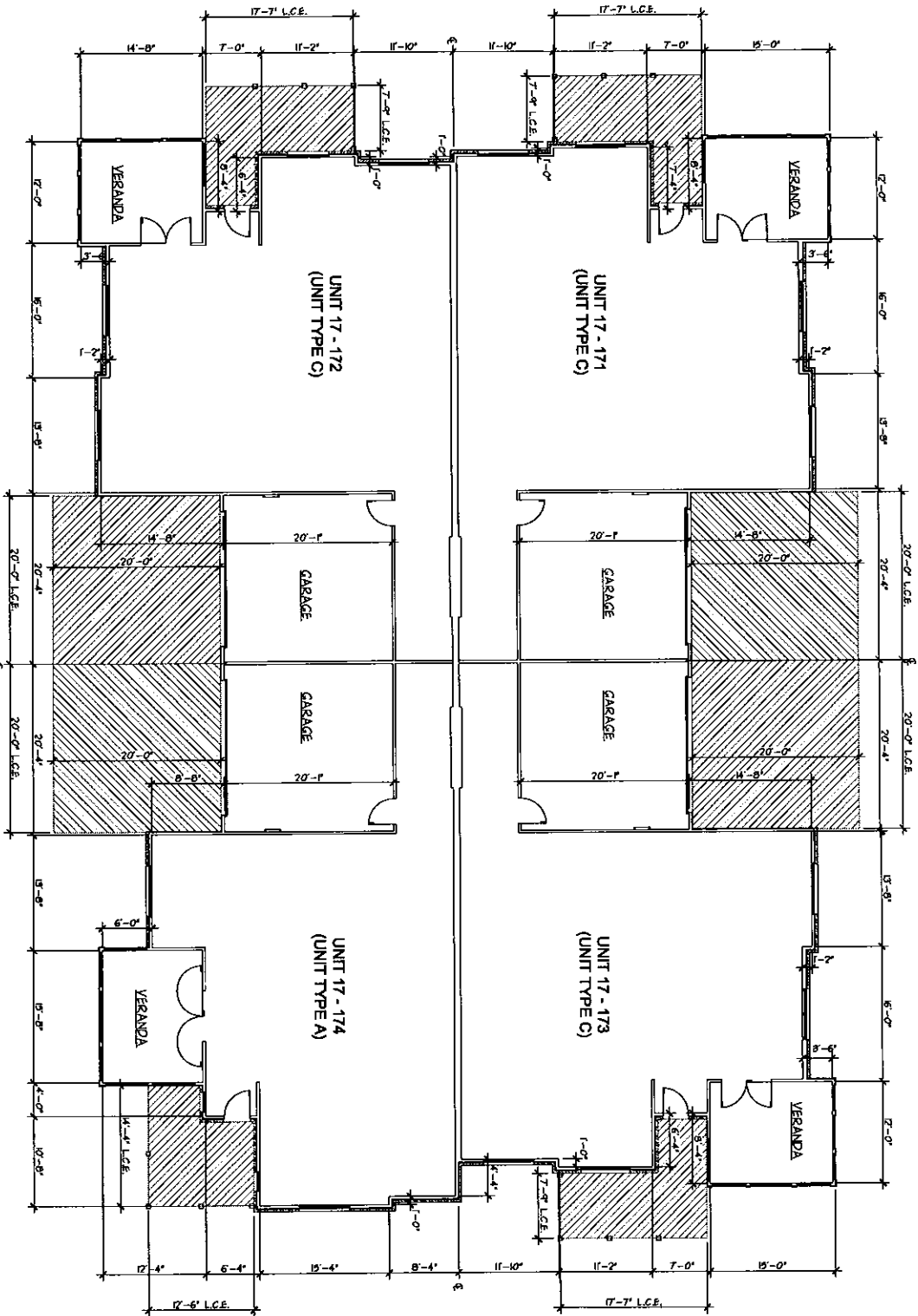
11
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FLOOR PLAN

0 1 2 3 4 8

BUILDING NO. 17

NOTE: AREAS DESIGNATED THIS INDICATES
UNITED COMMON ELEMENT PERTAINING TO
ADJACENT UNIT
L.C.E. = LIFTED COMMON ELEMENT



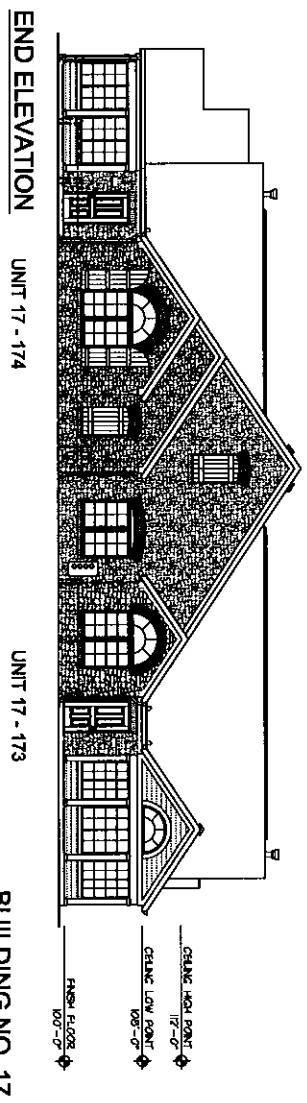
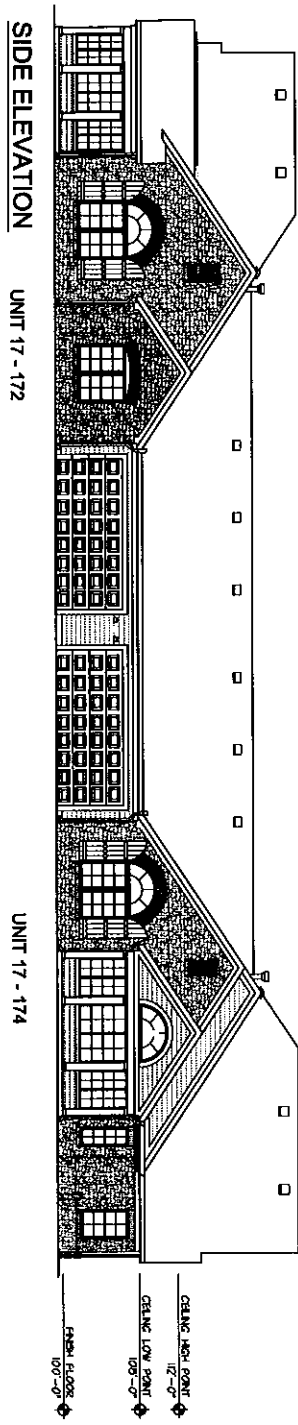
OAKS AT WILDWOOD
DECLARATION OF CONDOMINIUM

11

11/15/2023

0602-1

18 of 23

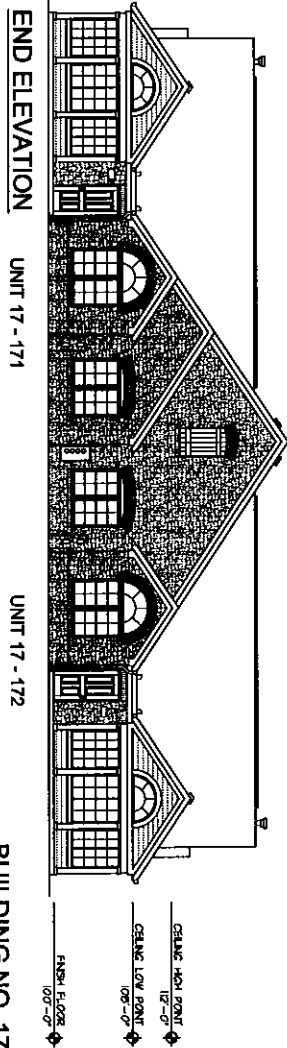
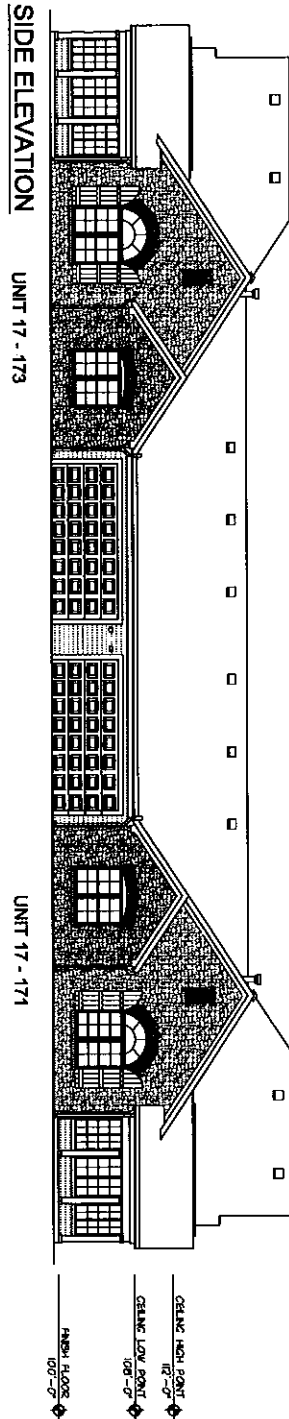


BUILDING NO. 17

01234

OAKS AT WILDWOOD

DECLARATION OF CONDOMINIUM



BUILDING NO. 17
01334

OAKS AT WILDWOOD DECLARATION OF CONDOMINIUM

11
13

OWNER: OAKS AT WILDWOOD, LLC
1234567890
1234567890
1234567890

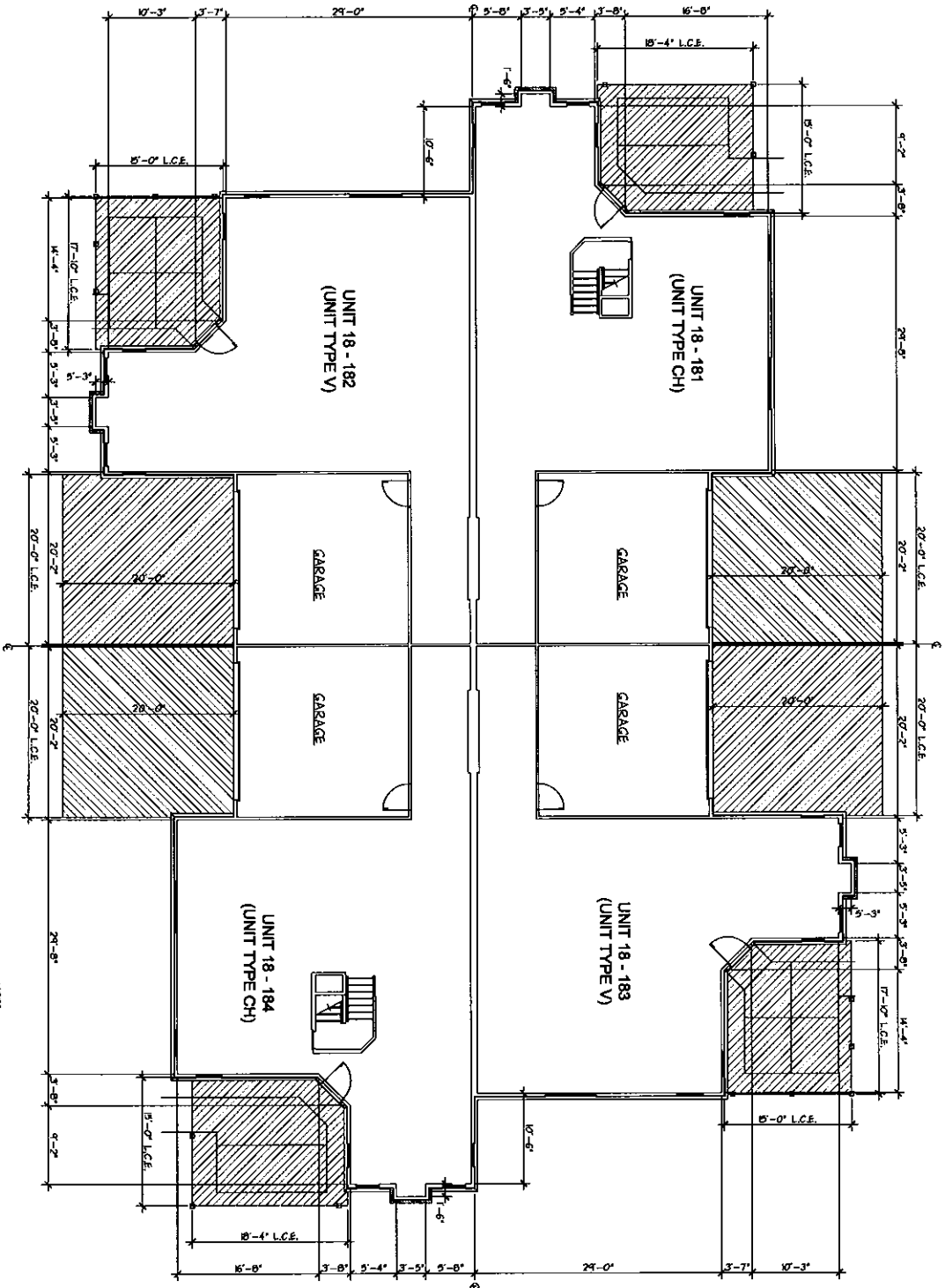
0602-1

Page Number 20 of 23

FIRST FLOOR PLAN

BUILDING NO. 18

NOTE: AREAS DESIGNATED THIS INDICATES
UNITED COMMON ELEMENT PERTAINING TO
ADJACENT UNIT
L.C.E. = UNITED COMMON ELEMENT



OAKS AT WILDWOOD
DECLARATION OF CONDOMINIUM

11

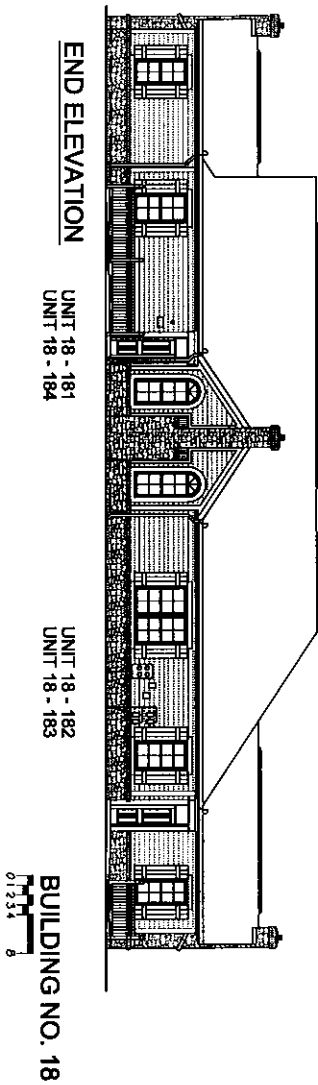
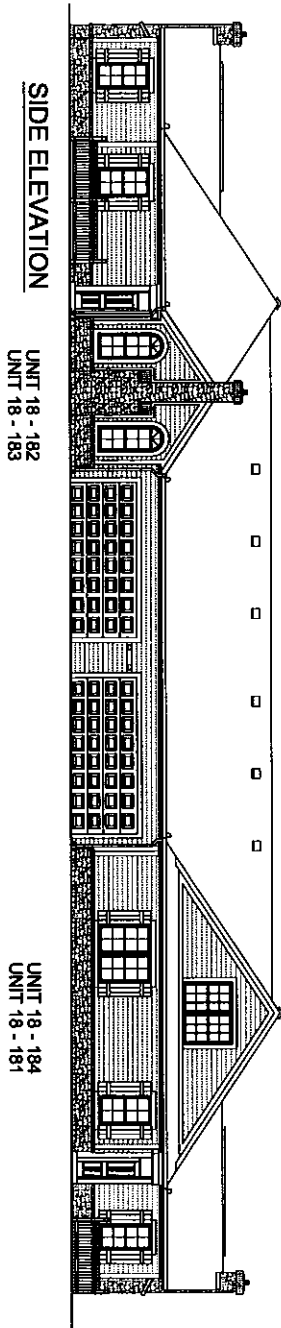
01234

The floor plan shows two units, Unit 18-181 and Unit 18-184, each with a staircase and a kitchen area. The units are separated by a central corridor. The dimensions for Unit 18-181 are as follows:

- Overall width: 16'-1"
- Overall depth: 22'-0"
- Kitchen area: 5'-5" x 5'-10"
- Staircase area: 6'-8" x 11'-5"
- Living area: 17'-4" x 5'-7"

The dimensions for Unit 18-184 are as follows:

- Overall width: 16'-1"
- Overall depth: 22'-0"
- Kitchen area: 5'-5" x 5'-10"
- Staircase area: 6'-8" x 11'-5"
- Living area: 17'-4" x 5'-7"



OAKS AT WILDWOOD DECLARATION OF CONDOMINIUM

11
15

EXHIBIT C**DECLARATION OF CONDOMINIUM
OAKS AT WILDWOOD****Unit Information**

<u>Unit Designation</u>	<u>Unit Address</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
1-11	30 Wildwood Drive #11	C	1.00	1/32 nd
1-12	30 Wildwood Drive #12	C	1.00	1/32 nd
1-13	30 Wildwood Drive #13	C	1.00	1/32 nd
1-14	30 Wildwood Drive #14	C	1.00	1/32 nd
2-21	30 Wildwood Drive #21	C	1.00	1/32 nd
2-22	30 Wildwood Drive #22	C	1.00	1/32 nd
2-23	30 Wildwood Drive #23	A	1.00	1/32 nd
2-24	30 Wildwood Drive #24	C	1.00	1/32 nd
3-31	30 Wildwood Drive #31	C	1.00	1/32 nd
3-32	30 Wildwood Drive #32	A	1.00	1/32 nd
3-33	30 Wildwood Drive #33	C	1.00	1/32 nd
3-34	30 Wildwood Drive #34	C	1.00	1/32 nd
14-141	30 Wildwood Drive #141	A	1.00	1/32 nd
14-142	30 Wildwood Drive #142	C	1.00	1/32 nd
14-143	30 Wildwood Drive #143	C	1.00	1/32 nd
14-144	30 Wildwood Drive #144	A	1.00	1/32 nd
15-151	30 Wildwood Drive #151	A	1.00	1/32 nd
15-152	30 Wildwood Drive #152	C	1.00	1/32 nd
15-153	30 Wildwood Drive #153	C	1.00	1/32 nd
15-154	30 Wildwood Drive #154	A	1.00	1/32 nd
16-161	30 Wildwood Drive #161	C	1.00	1/32 nd
16-162	30 Wildwood Drive #162	A	1.00	1/32 nd
16-163	30 Wildwood Drive #163	A	1.00	1/32 nd
16-164	30 Wildwood Drive #164	C	1.00	1/32 nd
17-171	30 Wildwood Drive #171	C	1.00	1/32 nd
17-172	30 Wildwood Drive #172	C	1.00	1/32 nd
17-173	30 Wildwood Drive #173	C	1.00	1/32 nd
17-174	30 Wildwood Drive #174	A	1.00	1/32 nd
18-181	30 Wildwood Drive #181	CH	1.00	1/32 nd
18-182	30 Wildwood Drive #182	V	1.00	1/32 nd
18-183	30 Wildwood Drive #183	V	1.00	1/32 nd
18-184	30 Wildwood Drive #184	CH	1.00	1/32 nd
TOTAL				<u>32/32nds or 100.000%</u>

EXHIBIT D

DECLARATION OF CONDOMINIUM OAKS AT WILDWOOD

Unit Types and Par Values

Type

- V (Classic Villa). Contains a kitchen, living/dining room, two baths, two bedrooms or a bedroom and a den, a utility room, and a two-car garage, all at ground level.
- CH (Classic Chateau). Contains same rooms as a Classic Villa except that it has one and one-half baths at the first floor level, and a partial second floor level with a bedroom and a full bath.
- W (Classic Windsor). Same as Classic Chateau except that it has an alternative interior layout on the second floor.
- A (Cathedral Abbey). Contains a kitchen, living room, dining room, two baths, two bedrooms, or a bedroom and a den, a veranda or porch, and a two-car garage, all at ground level.
- C (Cathedral Canterbury). Same as Cathedral Abbey except it has a third bedroom at ground level.

Unit Sizes and Par Values

<u>Type</u>	<u>Approximate Gross Interior⁽¹⁾ Square Feet</u>	<u>Par Value</u>		<u>Type</u>	<u>Approximate Gross Interior⁽¹⁾ Square Feet</u>	<u>Par Value</u>
V	1,733	1.000		A	2,127	1.000
CH	2,338	1.000		C	2,293	1.000
W	2,319	1.000				

⁽¹⁾ Gross interior square feet means the approximate gross area constituting the Unit at all levels, is measured from the undecorated inner surfaces of its boundary walls, and includes space occupied by interior partitions, staircases and voids, as well as space in the garage, any screened or enclosed porch, and any basement. This measurement is not the measurement normally used in the real estate industry for sales and leasing purposes.

EXHIBIT "E"
DECLARATION OF CONDOMINIUM
OAKS AT WILDWOOD

FIELD NOTES

JOB NO: R:\2006_PROJECTS\60223_OAKS_AT_WILDWOOD\DOCUMENTS\METES&BOUNDS\DRAW5_CONDO2_061107.doc

DATE: June 11, 2007

PAGE: 1 OF 5 (Exhibit attached)

Legal Description, Condominium Property
(10.67 acres)

All that certain tract or parcel of land situated in Williamson County, Texas, out of the Joseph Fish Survey, Abstract No. 232 and being a portion of that tract described as Lot 1, Block "A" of The Oaks at Wildwood, a subdivision in and to Georgetown, Williamson County, Texas, and recorded in Cabinet CC, Slide 262, Plat Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING at a iron pin set in concrete in the west margin of Verde Vista and the north margin of Wildwood Drive (formerly called Shell Road), being the southwest corner of Heritage Oaks, Section One, a platted subdivision recorded in Cabinet Z, Slides 148-150, Plat Records of Williamson County, Texas, and the southeast corner of said Lot 1, Block "A" The Oaks at Wildwood and of this tract;

THENCE, with the south line of this tract in the following twenty-two (22) courses:

1. S 54°09'30" W 299.15 feet along the north margin of said Wildwood Drive and with the south line of said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
2. 1.15 feet along a curve to the right concave to the northeast ($\Delta = 2^\circ 37' 50''$, $r = 25.00$ feet, lc bears N 36°48'08" W 1.15 feet) over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
3. N 35°29'13" W 99.49 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
4. N 54°30'47" E 141.21 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
5. N 35°29'13" W 101.53 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
6. N 54°21'48" E 172.96 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
7. N 35°50'51" W 136.19 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
8. N 38°53'28" W 149.95 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
9. S 51°17'28" W 170.02 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
10. S 38°42'32" E 24.68 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
11. S 51°17'28" W 294.03 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
12. S 38°42'32" E 57.60 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;

EXHIBIT "E"
DECLARATION OF CONDOMINIUM
OAKS AT WILDWOOD

FIELD NOTES

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DATE: June 11, 2007

PAGE: 2 OF 5 (Exhibit attached)

13. S 52°07'31" W 202.33 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
14. S 39°24'33" E 410.58 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
15. N 51°57'00" E 140.52 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
16. 35.92 feet along a curve to the left concave to the northwest ($\Delta = 54^\circ 09' 18"$, $r = 38.00$ feet, lc bears N 24°52'20" E 34.59 feet) continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
17. N 54°30'47" E 140.39 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
18. S 35°29'13" E 99.95 feet continuing over and across said Lot 1, Block "A" The Oaks at Wildwood to a calculated point;
19. 0.84 feet along a curve to the right concave to the west ($\Delta = 1^\circ 55' 16"$, $r = 25.00$ feet, lc bears S 34°31'35" E 0.84 feet) continuing over and across to a calculated point in the north margin of said Wildwood Drive and in the south line of said Lot 1, Block "A" The Oaks at Wildwood;
20. S 54°09'30" W 93.62 feet along the north margin of said Wildwood Drive and with the south line of said Lot 1, Block "A" The Oaks at Wildwood to a ½" iron pin found;
21. 203.92 feet along a curve to the right and concave to the southeast ($\Delta = 02^\circ 19' 05"$, $r = 5040.00$ feet, lc bears S 52°57'45" W 203.90 feet) along the north margin of said Wildwood Drive and in the south line of said Lot 1, Block "A" The Oaks at Wildwood to a "X" marked in a rock;
22. S 51°48'20" W 21.56 feet along the north margin of said Wildwood Drive to a ½" iron pin set in concrete, for the southwest corner of said Lot 1, Block "A" The Oaks at Wildwood and of this tract;

THENCE, with the west line of said Lot 1, Block "A" The Oaks at Wildwood and this tract in the following three (3) courses:

1. N 39°24'33" W 898.87 feet to a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found in the south line Lot 1, Block A, HEK Business Park, a platted subdivision recorded in Cabinet X, Slides 335-337 of said plat records;
2. N 43°20'44" E 21.73 feet along the south line of said Lot 1, Block A to a ½" iron pin found, for the southeast corner of said Lot 1, Block A;
3. N 22°27'38" W 384.25 feet along the east line of said Lot 1, Block A, HEK Business Park to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east line of said Lot 1, Block A, HEK Business Park and for the northeast corner of said Lot 1, Block A;

EXHIBIT "E"
DECLARATION OF CONDOMINIUM
OAKS AT WILDWOOD

FIELD NOTES

JOB NO: R:\2006_PROJECTS\60223_OAKS_AT_WILDWOOD\DOCUMENTS\METES&BOUNDS\DRAW5_CONDO2_061107.doc

DATE: June 11, 2007

PAGE: 3 OF 5 (Exhibit attached)

THENCE, with the west line of Verde Vista Drive and the east line of this tract the following four (4) courses:

1. S 86°31'24" E 425.13 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
2. 685.45 feet along a curve to the right and concave to the southwest ($\Delta=50^{\circ}40'32"$, $r=775.00$ feet, lc bears S 61°11'05" E 663.33 feet) to a iron pin set;
3. S 35°50'51" E 376.01 feet to a ½" iron pin with a yellow plastic cap inscribed "CCC 4835" found;
4. 39.27 feet along a curve to the right ($\Delta=90^{\circ}00'00"$, $r=25.00$ feet, lc bears S 09°09'09" W 35.36 feet) to the point of Beginning and containing 10.67 acres of land.

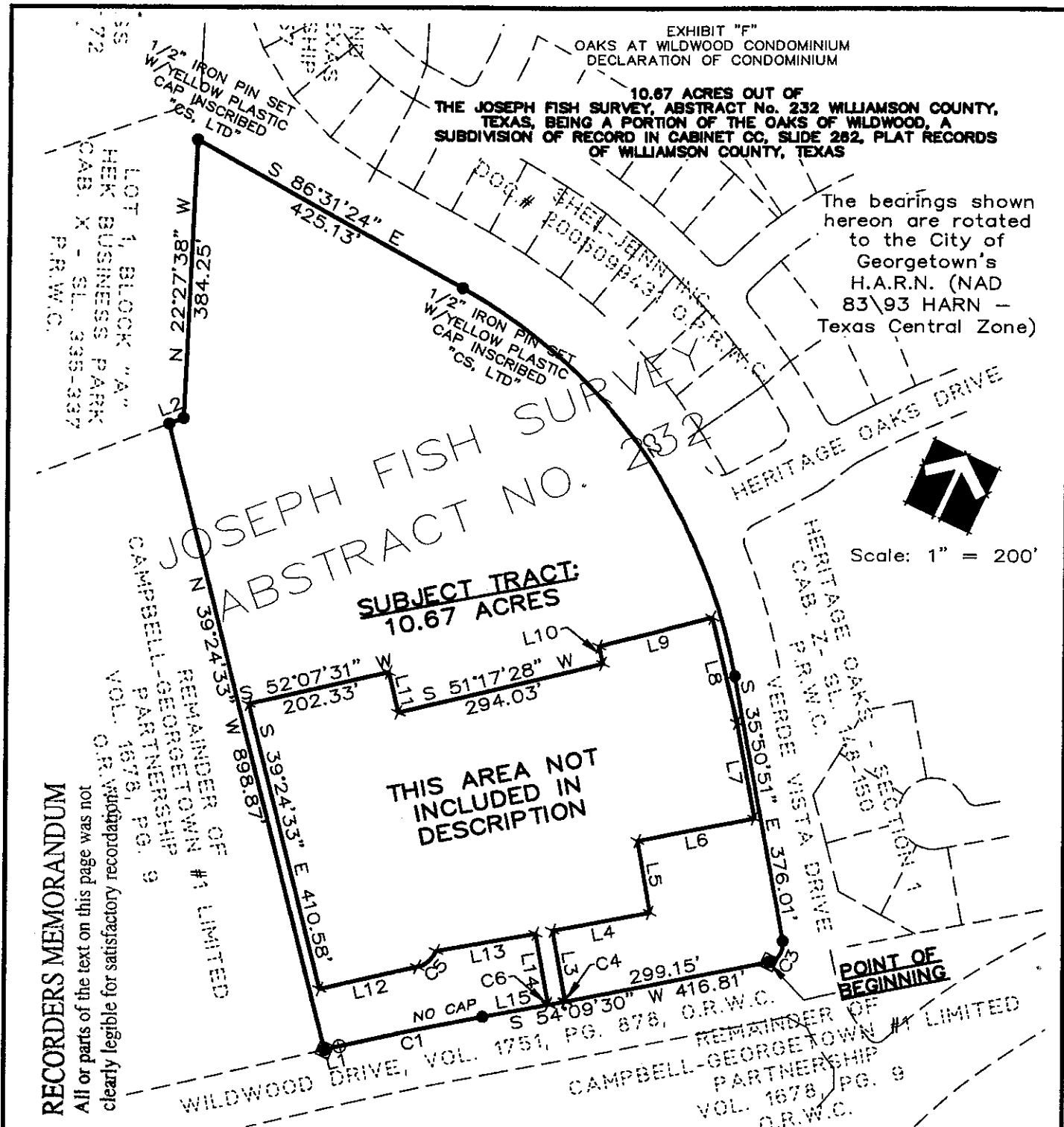
Bearings cited hereon referenced to the City of Georgetown's H.A.R.N. (NAD 83/93) – Texas Central Zone.

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628


John Jeremy Miller
Registered Professional Land Surveyor No. 5720

JJM/adm





RECORDERS MEMORANDUM

All or parts of the text on this page was not
clearly legible for satisfactory recordation.

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O.R.W.C.

LEGEND

●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)	+	CALCULATED POINT
■	STANDARD MONUMENT SET	D.R.W.C.	DEED RECORDS WILLIAMSON CO.
✱	COTTON SPINDLE FOUND	O.R.W.C.	OFFICIAL RECORDS WILLIAMSON CO.
⊗	"X" FOUND IN ROCK	P.R.W.C.	PLAT RECORDS WILLIAMSON CO.
		O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.



Castleberry Surveying, Ltd.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1800/(512) 930-9389 fax
www.castleberrysurveying.com

SHEET

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OF

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EXHIBIT "F"
OAKS AT WILDWOOD CONDOMINIUM
DECLARATION OF CONDOMINIUM

10.87 ACRES OUT OF
THE JOSEPH FISH SURVEY, ABSTRACT No. 232
WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE OAKS OF WILDWOOD, A SUBDIVISION OF
RECORD IN CABINET CC, SLIDE 262, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 51°48'20" W	21.56'
L2	N 43°20'44" E	21.73'
L3	N 35°29'13" W	99.49'
L4	N 54°30'47" E	141.21'
L5	N 35°29'13" W	101.53'
L6	N 54°21'48" E	172.96'
L7	N 35°50'51" W	136.19'
L8	N 38°53'28" W	149.95'
L9	S 51°17'28" W	170.02'
L10	S 38°42'32" E	24.68'
L11	N 38°42'32" W	57.60'
L12	N 51°57'00" E	140.52'
L13	N 54°30'47" E	140.39'
L14	S 35°29'13" E	99.95'
L15	S 54°09'30" W	93.62'

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	02°19'05"	5040.00	203.92	203.90	S 52°57'45" W
C2	50°40'32"	775.00	685.45	663.33	S 61°11'05" E
C3	90°00'00"	25.00	39.27	35.36	S 09°09'09" W
C4	02°37'50"	25.00	1.15	1.15	N 36°48'08" W
C5	54°09'18"	38.00	35.92	34.59	N 24°52'20" E
C6	01°55'16"	25.00	0.84	0.84	S 34°31'35" E



John Jeremy Miller
6-11-07



Castleberry Surveying, Ltd.

3613 Williams Drive, Suite 903 — Georgetown, Texas 78628
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SHEET

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OF

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EXHIBIT G

DECLARATION OF CONDOMINIUM OAKS AT WILDWOOD

1. Easements for utility lines which will be shown on the Drawings, and easements for various purposes which will be created by the filing of the Declaration.
2. Easements that will be reserved for access to and from the Additional Property and public streets, to extend main line utility lines to the Additional Property, and for sales and marketing purposes, all of which will be fully set forth in the Declaration.
3. Restrictive covenants recorded in Cabinet CC, Slides 202-204, Plat Records of Williamson County, Texas.
4. The terms, conditions and stipulations set out in that certain Development Agreement dated September 9, 1997, recorded under Document No. 9744272 of the Official Records of Williamson County, Texas. Said Agreement further affected by First Amendment to Development Agreement recorded under Document No. 2003034146 and by Second Amendment to Development Agreement recorded under Document Nos. 2003027907 and 2003034147, all of the Official Public Records of Williamson County, Texas.
5. Gas supply and right of way easement granted to TXU Gas Company, by instrument dated September 7, 2004, recorded under Document No. 2004082285 of the Official Public Records of Williamson County, Texas.
6. Noise and avigation easements as stated on the Plat recorded in Cabinet CC, Slides 262-264, Plat Records of Williamson County, Texas.
7. Public utility easement 10 feet in width along all street property lines, as stated on the Plat recorded in Cabinet CC, Slides 262-264, Plat Records of Williamson County, Texas.
8. Public utility easement and landscape easement 10 feet in width along the southeast property line and located southwesterly and adjacent to the TXU Gas company easement along the northeast property line, as shown on the Plat recorded in Cabinet CC, Slides 262-264, Plat Records of Williamson County, Texas.
9. Wastewater line easement 15 feet in width traversing the property, as shown on the Plat recorded in Cabinet CC, Slides 262-264, Plat Records of Williamson County, Texas.
10. Public sidewalk easement granted to the City of Georgetown, by instrument dated November 7, 2006, recorded under Document No. 2006100568 of the Official Public Records of Williamson County, Texas.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2008036367

Nancy E. Rister

05/09/2008 12:02 PM

CMCNEELY \$284.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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AFTER RECORDING, PLEASE RETURN TO:
Sneed, Vine & Perry
P.O. Box 856
Georgetown, Texas 78627