

COVENANTS, CONDITIONS & RESTRICTIONS

VOL 2 PAGE 1

36006

VOL 1444 PAGE 383

RALDON CORPORATION

DECLARATION AND MASTER DEED

FOR

COLLIN GREENE

DATED: October 21, 1981

NOTICE - SECTION 8.01(c) OF THIS INSTRUMENT IS SUBJECT
TO ARBITRATION UNDER THE TEXAS GENERAL ARBITRATION ACT,
ARTICLES 224 THROUGH 238-b, TEXAS REVISED CIVIL STATUTES
ANNOTATED, AS AMENDED.

TABLE OF CONTENTS

	<u>Page</u>	
ARTICLE I	DEFINITIONS	2
ARTICLE II	PROPERTY SUBJECT TO THIS DECLARATION	6
2.01	Description and Ownership of Project and Apartments	6
2.02	Parking Spaces	6
2.03	Balconies and Patios	7
2.04	Ownership of Common Elements	7
2.05	Alteration of Apartments	8
2.06	Easements	8
2.07	Encroachments	9
2.08	Sale of Interest in Common Elements	10
2.09	Addition of Additional Property to the Project	10
ARTICLE III	ORGANIZATION AND MANAGEMENT	11
3.01	The Board of Directors	11
3.02	Voting	12
3.03	Election, Tenure and Proceedings of Board of Directors	12
3.04	Consent of Owners in Lieu of Meeting	14
3.05	Delegation	14
3.06	Powers and Duties of Board of Directors	14
3.07	Additional Rights, Powers and Duties of the Board	17
3.08	Board Powers, Exclusive	20
3.09	Membership in the Association	20
3.10	Limited Liability of the Board and the Owners	20
3.11	Availability of Records	21
ARTICLE IV	ASSESSMENTS - MAINTENANCE FUND	21
4.01	Estimated Cash Requirements; Assessments	21
4.02	Omission of Assessments	22
4.03	Detailed Records	22
4.04	Commencement of Payment of Assessments; Taxes	23
4.05	Maintenance Fund; Working Capital Fund	23
4.06	No Exemption from Liability	24
4.07	Default in Payment of Assessments	24
4.08	Payment of Assessments Upon Sale or Conveyance of an Apartment	28
ARTICLE V	PROVISIONS WITH RESPECT TO THE APARTMENTS, THE COMMON ELEMENTS AND MORTGAGES	29
5.01	Each Owner's Obligation to Repair	29
5.02	Alterations, Additions and Improvements	29
5.03	Restrictions on Use of Apartments and Common Elements	30
5.04	Liability of Owners for Negligence	32
5.05	Rules of the Board	32
5.06	Abatement of Violations	33
5.07	Advances, Powers to Enforce Declaration of Owners and Mortgagees	34
5.08	Failure of the Board to Insist on Strict Performance; No Waiver	34

VOL 14 PAGE 384

5.09	Mortgagee Protection Provisions	35
5.10	Right of Access	38
5.11	Use by Developer	38
5.12	Transfers	39
5.13	Right of Ingress and Egress	39
ARTICLE VI	INSURANCE	39
6.01	Maintenance of Hazard Insurance	39
6.02	Insurance Trustee	42
6.03	Maintenance of Liability Insurance	44
6.04	Flood Insurance	45
6.05	Fidelity Bonds	45
6.06	Governing Provisions	46
6.07	Premiums	48
6.08	Distribution of Proceeds	48
6.09	Responsibility of Each Owner	49
ARTICLE VII	DAMAGE AND DESTRUCTION	49
7.01	Reconstruction or Repair	49
7.02	Insufficiency of Proceeds	49
ARTICLE VIII	MISCELLANEOUS	51
8.01	Eminent Domain	51
8.02	Audit	54
8.03	Personal Property	54
8.04	No Partition	55
8.05	Effect and Interpretation	56
8.06	Amendment	56
8.07	Severability	58
8.08	Power of Attorney	58

DECLARATION AND MASTER DEED
FOR
COLLIN GREENE
(with Deed of Trust to Secure Assessments)

VOL

2 PAGE

4

VOL 144 PAGE 386

THIS DECLARATION AND MASTER DEED made this 21st day of October, 1981, by RALDON CORPORATION, a Nevada corporation ("Developer"), pursuant to the provisions of the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes (the "Act"), for the purpose of submitting the hereinafter described real property and the improvements located thereon to a condominium regime:

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property locally known as "COLLIN GREENE" consisting of approximately 4.281 acres of land (the "Land") located in Collin County, Texas, as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with twelve (12) residential buildings (the "Buildings") containing a total of forty-eight (48) apartment units, covered and uncovered parking areas, and certain other improvements located thereon (such real property and improvements located thereon being sometimes hereinafter called the "Project"); and

WHEREAS, it is the desire and intention of Developer, by recording this Declaration and Master Deed, to establish a Condominium Project (as defined in the Act) to be known as Collin Greene under the provisions of the Act and to impose upon the Project mutually beneficial restrictions under a general plan for the benefit of all of the condominium apartments contained therein and the owners thereof.

NOW, THEREFORE, Developer does, upon the recording hereof, establish the Project as a Condominium Project under the Act and does hereby declare that the Project shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved and in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration and Master Deed, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into CONDOMINIUMS, and all of which shall run with the land and shall be binding on all parties (including Owners, as hereafter defined) having or acquiring any right, title, or interest in the Project or any part thereof, and shall be for the benefit of each Owner of any portion of the Project, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the Owners thereof.

ARTICLE I

DEFINITIONS

Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefor:

- (a) "Act" shall mean the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes, and as the same may be amended from time to time.
- (b) "Additional Property" shall mean the land adjacent to the Property situated in the County of Collin, Texas containing approximately 5.146 acres, and being more particularly described on Exhibit "B", attached hereto and made a part hereof for all purposes.
- (c) "Apartment" shall mean an enclosed space consisting of one (1) or more rooms occupying all or

part of a floor in a building of one (1) or more floors or stories regardless of whether it is designed for a residence or for any other type of independent use, provided it has a direct exit to a thoroughfare or to common space leading to a thoroughfare. Each Apartment shall be the element of a Condominium which is not owned in common with the Owners of other Condominiums in the Project. Each Apartment is identified in a diagrammatic floor plan of the building in which it is situated as shown on the Plan and shall consist of a fee simple interest bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors thereof and an Apartment includes both the portions of the building so described and the air space so encompassed. Heating or air conditioning equipment serving an Apartment exclusively shall be a part of such Apartment.

(d) "Association" shall mean the COLLIN GREENE HOMEOWNERS ASSOCIATION, a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act, of which all Owners shall be members and through which the Owners shall act as a council of co-owners (as defined in the Act), which corporation shall administer the operation and management of the Project as a Condominium Project.

(e) "Board of Directors" or "Board" shall mean the governing body of the Association, elected pursuant to the Bylaws of the Association.

(f) "Bylaws" shall mean such bylaws of the Association adopted by the Board, and as the same may be amended from time to time.

(g) "Common Elements" shall mean both the General Common Elements and the Limited Common Elements.

(h) "Condominium" shall mean the entire estate in the real property owned by any Owner, consisting of an undivided interest in the General Common Elements, any Limited Common Elements allocated to his Apartment, and ownership of a separate interest in an Apartment.

(i) "Declaration" shall mean this instrument.

(j) "Developer" shall mean Raldon Corporation, its successors and any assignee, other than an Owner, who shall receive by assignment from the said Raldon Corporation all, or a portion, of its rights hereunder as such Developer, by an instrument expressly assigning such rights as Developer to such assignee.

(k) "Eligible Holder" shall mean and include the following:

(i) any Mortgagee;

(ii) FNMA or FHLMC to the extent either shall hold any Mortgage; and

(iii) FHA or VA to the extent either shall insure or guarantee any Mortgage.

(l) "FHA" shall mean the Federal Housing Administration.

(m) "FHLMC" shall mean the Federal Home Loan Mortgage Corporation.

(n) "FNMA" shall mean the Federal National Mortgage Association.

(o) "General Common Elements" shall mean and include the following:

(i) the Land;

(ii) the foundations, bearing walls, perimeter walls and columns;

(iii) roofs, halls, lobbies, stairways, and entrances and exits or communication ways;

(iv) the compartments or installations of central services such as central air-conditioning and heating, power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs, water tanks and pumps, incinerators and the

like, and all similar devices and installations existing for common use;

- (v) the premises and facilities, if any, used for the maintenance or repair of the Condominium Project;
 - (vi) all common recreational facilities such as the swimming pool and the grounds, yards and walkways;
 - (vii) greens, gardens, balconies and patios (subject to the provisions of Section 2.03 hereof), storage sheds, service streets and parking areas; and
 - (viii) all other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Project.
- (p) "Limited Common Elements" shall mean and include those items which would otherwise be considered General Common Elements which are reserved by the Developer for the use of Owners of specific Apartments to the exclusion of other Owners, such as entry halls, stairways, balconies, patios areas, storage buildings, and parking spaces, both open and covered. The Limited Common Elements shall either be designated by Developer on the Plan or in each Condominium deed with both an address and a letter corresponding to an Apartment address and letter as set forth in the Plan, and such Limited Common Elements shall be appurtenant to each such Apartment.

(q) "Managing Agent" or "Manager" shall mean the person or firm designated by Developer or the Board of Directors as hereafter provided to manage the affairs of the Project.

(r) "Mortgage" shall mean a first lien deed of trust as well as a first lien mortgage on one or more Condominiums.

(s) "Mortgagee" shall mean a beneficiary under or holder of a Mortgage who has given to the Association written notice that it is the beneficiary under or

holder of a Mortgage affecting all or any part of the Project, as hereinafter defined.

(t) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or an undivided fee interest in any Condominium, including contract sellers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(u) "Plan" shall mean the Condominium Plan of the Project attached hereto as Exhibit "C" and made a part hereof for all purposes.

(v) "Project" shall mean the Property and all structures and improvements now or hereafter erected thereon, together with all additions which may hereafter be made thereto as provided in Article II.

(w) "Property" shall mean the Land together with the easements appurtenant thereto.

(x) "VA" shall mean the Veterans Administration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.01. Description and Ownership of Project

and Apartments. The Project covered by this Declaration is called "Collin Greene". The Project consists of twelve (12) buildings, containing a total of forty-eight (48) Apartments, one hundred twenty (120) parking spaces, and Common Elements. Each Owner shall be entitled to exclusive ownership and possession of his Apartment. The legal estate of each Owner of a Condominium shall be fee simple. The percentage undivided interest of each Owner in the Common Elements shall not be separated from the Apartment to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Apartment even though such interest is not expressly mentioned or described in the document of conveyance or other instrument.

TCC:EGP/JLT/101

2.02. Parking Spaces. The Project will contain sufficient parking space to accommodate at least one automobile for each Apartment. Each Owner shall have the right to use of such space for at least one automobile, i.e., each Owner shall, in addition to owning a fee simple interest in his Apartment, have an exclusive easement, appurtenant to his Apartment for the use of one parking space, and may be granted an exclusive easement for the use of one or more additional parking spaces, as designated in the Plan or granted in the Condominium deed to the Owner. Such easement shall not entitle the Owner to (i) construct any garage, carport, or other structure upon the parking space or spaces, or (ii) alter or remove any existing garage, carport or other structure upon the parking space or spaces. The Board shall have the right to grant an Owner the exclusive use of any unassigned parking space.

2.03. Balconies and Patios. The balconies and patios, if any, shown and graphically described in the floor plan attached to the Plan are Limited Common Elements. Each Owner whose Apartment has sole access to a balcony or patio shall have an exclusive easement for the use thereof, but such easement shall not entitle an Owner to construct anything thereon or to change any structural part thereof.

2.04. Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Owners of the Project, and except as otherwise limited in this Declaration, shall have the right to use the General Common Elements for all purposes incident to the use and occupancy of his Apartment as a place of residence, and such other incidental uses permitted by this Declaration, without hindering or encroaching upon the lawful rights of the other Owners, which right shall be appurtenant to and run with the Apartment. The extent or

amount of such ownership shall be expressed by a percentage relating to each Apartment and shall remain constant, unless changed (i) by the unanimous approval of all Owners and Mortgagees, or (ii) as in accordance with the provisions of Section 2.09 hereof. The percentage ownership in the Common Elements relating to each Apartment is as set forth on Exhibit "D", attached hereto. None of the Common Elements, recreational facilities, parking spaces or other amenities contemplated as a part of the Project shall be leased to the Owners or to the Association; nor shall the same be subject to any other restriction in favor of Developer or any affiliate of Developer except as provided in Section 5.11 hereof.

2.05. Alteration of Apartments. Developer reserves the right to change the interior design and arrangement of all Apartments and to alter the boundaries between Apartments so long as Developer owns the Apartments so altered. No such change shall increase the number of Apartments nor alter any boundaries of the Common Elements without an amendment of this Declaration approved by the Owners and Mortgagees in the manner elsewhere herein provided. Changes in the boundaries between Apartments, as hereinbefore provided, shall be reflected by an amendment of the Plan and, if necessary, of this Declaration.

2.06. Easements.

A. The Board, on behalf of the Association, shall have the right to grant utility easements under, through, or over the Common Elements, which are reasonably necessary to the ongoing development and operations of the Project; provided, however, that easements of such nature through an Apartment shall only be such as are shown in the plans for the building to be constructed, or as the building shall be constructed, unless approved in writing by the Owner and Mortgagee of the servient Apartment.

B. There are appurtenant to the Apartments air conditioning compressors which are located in the General Common Elements appurtenant to such Apartments. An easement is hereby reserved in favor of each such Apartment for the purpose of placement, maintenance, repair and replacement of the said air conditioning compressors by Developer and the respective Owners; provided that no air conditioning compressor shall be placed in any part of the General Common Elements other than the present location unless the written approval of the Board shall have been first obtained.

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

2.07. Encroachments. The existing physical boundaries of an Apartment. of of an Apartment reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than any metes and bounds description expressed in the Plan or in an instrument conveying, granting or transferring an Apartment, regardless of settling or lateral movement and regardless of minor variances between boundaries shown on the Plan or reflected in the instrument of grant, assignment or conveyance and those existing from time to time. In the

event any portion of the Common Elements encroaches upon any Apartment or any Apartment encroaches upon the Common Elements or another Apartment, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

2.08. Sale of Interest in Common Elements. No Owner shall be entitled to sell, lease or otherwise convey his interest in any of the Common Elements, or in any element of the component interests which comprise his Condominium, except in conjunction with a conveyance of his Condominium, and any attempted or purported transaction in violation of this provision shall be void.

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

A. Developer may, without the consent of any Owner or Mortgagees, at any time prior to May 30, 1986, add all or any portion of the Additional Property and any improvements thereon in one or two phases (hereinafter referred to as "Phase II" and "Phase III") to the Project and to the concept of this Declaration by filing of record a Condominium Plan for the Additional Property and a Supplementary Declaration and Master Deed for each Phase, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to the particular Phase added to the Project. In the event that FHA, VA or FNMA holds, insures, or guarantees any Mortgage, no Phase shall be added to the Project without the prior written consent of each of them that shall hold, insure, or guarantee any Mortgage at the time such Phase is to be added.

B. In the event Phase II or Phase III is added to the Project as set forth in this Section, such addition when made shall automatically extend the jurisdiction, functions and duties of the Association to the particular Phase added to the Project. Upon the filing of the Condominium Plan and the Supplementary Declaration and Master Deed for Phase II or Phase III, the percentage ownership in the Common Elements relating to each Apartment and liability for assessments shall be adjusted in accordance with the following formula:

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

C. All improvements to the Additional Property shall be consistent with initial improvements to the Project in terms of quality of construction. All intended improvements to the particular Phase to be added to the Project must be substantially completed prior to the time such Phase is added to the Project.

ARTICLE III

ORGANIZATION AND MANAGEMENT

3.01. The Board of Directors. The Project shall be organized and operated as a condominium residential development. The Owners shall operate the Project as provided herein through the Association. The Board of Directors of the Association shall consist of not less than three (3) nor more than seven (7) members, the exact number to be

fixed from time to time by the Owners of a majority of the Apartments. The initial Board of Directors shall consist of five (5) members.

3.02. Voting. The Association shall have two classes of voting membership:

CLASS A: Class A Members shall be all Owners with the exception of Developer. Class A Members shall be entitled to one (1) vote for each Condominium in which they hold the interest required for membership. When more than one person holds such interest or interests in any Condominium, all such persons shall be Members, and the vote for such Condominium shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Condominium.

CLASS B: The Class B Member(s) shall be Developer. The Class B Member(s) shall have a total number of votes equal to one (1) more than the total number of votes of the Class A Members. However, at such times as the total number of Condominiums owned by the Class A Members equals or exceeds three (3) times the total number of Condominiums owned by the Class B Member(s), the Class B Member(s) shall, during the time such equality or excess continues, be entitled to only one (1) vote for every Condominium owned by it. Control of the Association shall become vested in the Class A Members not later than the earlier of (i) 120 days after completion of transfer to such Class A Members of title to Condominiums representing seventy-five percent (75%) of the Condominiums in the Project, or (ii) May 30, 1986.

3.03. Election, Tenure and Proceedings of Board of Directors.

A. At the organizational meeting of the Association, as provided in the Bylaws, the Owners shall elect a new Board of Directors and at each annual meeting the Owners

shall elect members of the Board to replace the members whose terms have expired, as provided in the Bylaws. Members of the Board (other than the initial Board of Directors as specified in the Articles of Incorporation) shall be Owners or spouses of Owners. If an Owner is a partnership or corporation, any partner or officer thereof shall qualify as an Owner and may be a member of the Board. A majority of the total number of members on the Board shall constitute a quorum. Members of the Board elected at the organization meeting shall serve until the first annual meeting. At the first annual meeting, five (5) Board members shall be elected.

B. At the organization meeting, each member of the Board shall be elected for a term of one (1) year. Thereafter, members of the Board shall serve for a term of two (2) years and until their respective successors are elected, or until their death, resignation or removal; provided, that if any member ceases to be an Owner, or the spouse of an Owner, his membership on the Board shall thereupon terminate. Any member of the Board may resign at any time by giving written notice to the other members of the Board, and any member of the Board may be removed from membership on the Board by the vote of the Owners of a majority of the Condominiums. Any vacancy in the Board shall be filled by the other members of the Board, provided that the Owners, acting at a meeting called within ten (10) days after the occurrence of the vacancy, may fill the vacancy.

C. The Board may act (i) by majority vote at a meeting at which a majority of its members are present and of which notice has been given or for which notice has been waived, or (ii) by the unanimous written consent of its members without a meeting. The Board shall by resolution establish the required notice of meetings and other regulations for the conduct of meetings.

3.04. Consent of Owners in Lieu of Meeting.

A. Any action, except election of the Board, which may be taken by the vote of the Owners at a meeting, may be taken without a meeting if authorized by the written consent of the Owners owning at least a majority of the Condominiums; provided that if any greater proportion of voting power is required for such action at a meeting, then such greater proportion of written consents shall be required.

B. In no instance where action is authorized by written consent need a meeting of Owners be called or noticed.

3.05. Delegation. The Board shall elect (i) a President of the Association who shall preside over both its meetings and those of the Owners, and who shall be the chief executive officer of the Association, (ii) a Secretary who shall keep the minutes of all meetings of the Board and of the Owners and who shall, in general, perform all the duties incident to the office of Secretary, (iii) a Treasurer to keep the financial records and books of account, and (iv) such additional officers as shall be authorized by the Bylaws of the Association. The Board may delegate any of its duties, power or functions, including, but not limited to, the authority to give the certificates provided for in Article IV hereof, to any person or firm, to act as Manager of the Project or any separate portion thereof, provided that any such delegation shall be revocable upon not more than thirty (30) days' written notice by the Board. The members of the Board shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

3.06. Powers and Duties of Board of Directors.

The Board, for the benefit of the Condominiums and the Owners, shall provide, and shall pay for out of the maintenance fund hereinafter provided, the following:

(a) Taxes and assessments, and other liens and encumbrances, which shall properly be assessed or charged against the Project or the Common Elements rather than against the individual Owners and individual Apartments. The Board will endeavor to have each Condominium separately assessed, and each Owner shall execute such instruments and take such action as may reasonably be required by the Board to obtain such separate assessment;

(b) Exterior maintenance, painting, gardening, care, preservation and any desired minor improvements for each Apartment and the Common Elements, and full maintenance of and utility services for the Common Elements, including the parking spaces and streets, and all other improvements to the Project except for those items specifically required to be maintained by each Owner hereunder, and including furnishing and upkeep of any desired personal property for use in the Common Elements;

(c) Maintenance of utility systems in the Common Elements, and any required structural repairs. The Owner of each Condominium shall pay for maintenance and repair of heating, plumbing and air conditioning systems which service only his Condominium, and shall pay for any repairs resulting from his fault or neglect or that of any of his guests or any occupant of his Condominium;

(d) Maintenance and repair of any Apartment of a type normally the sole responsibility of the Owner of the Apartment if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the interests of Owners generally and if the Owner of the Apartment has failed or refused to perform such maintenance or repair; provided, however, that the Board

shall levy a special assessment against the Condominium of which the Apartment is a part for repayment of the cost of such maintenance or repair;

(e) Legal and accounting services;

(f) A multi-peril policy or policies of insurance insuring the Project (including Common Elements and the Apartments) against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, as required by Section 6.01 hereof;

(g) A policy or policies of insurance insuring the Board, the Association, the Owners, and the Managing Agent against any liability to the public or to the Owners (and their invitees or tenants), incident to the ownership or use of the Project, as required by Section 6.03 hereof;

(h) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(i) Such fidelity bonds as may be required by Section 6.05 of this Declaration;

(j) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Project or for the enforcement of this Declaration; provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are determined by the Board to be for the special benefit of particular

VOL 14 PAGE 401

Apartments, the cost thereof shall be specially assessed to the Owners of the Condominiums of which such Apartments are a part.

3.07. Additional Rights, Powers and Duties of the Board. The Board shall have the following additional rights, powers and duties:

- (a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Elements, on behalf of all Owners;
- (b) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;
- (c) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to sign checks), and generally, to have all the powers of an apartment house manager;
- (d) To protect or defend the Project from loss or damage by suit or otherwise, and to provide adequate reserves for replacements;
- (e) To make reasonable rules and regulations for the operation of the Project and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by the Owners of a majority of the Condominiums or, with respect to a rule applicable to less than all of the Project, by the Owners of a majority of the Condominiums in the portions affected (without limiting the generality of the foregoing language, the rules and regulations must provide that any pet deemed a nuisance by the Board shall be removed from the premises and may provide for limitations on use of the swimming pool, tennis courts or other common recreational areas during certain periods by youthful persons, visitors or otherwise);

- (f) To make available to each Owner within sixty (60) days after the end of each year an annual report and, upon the written request of the Owners of one-third (1/3rd) of the Condominiums, to have such report audited by an independent certified public accountant, which audited report shall be made available to each Owner within thirty (30) days after completion;
- (g) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess all Condominiums in proportionate amounts to cover the deficiency;
- (h) To sell the entire Project for the benefit of the Owners when partition of the Project may be had under Section 8.04 hereafter;
- (i) To enforce the provisions of the Bylaws, this Declaration, and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules;
- (j) The Board or its agents upon reasonable notice may enter any Apartment when necessary in connection with any maintenance or construction for which the Board is responsible. The Board or its agents may likewise enter any balcony or stairway for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund;
- (k) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital

improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000) [exclusive of any insurance proceeds applied to such alterations, additions, improvements, or repair of damages], without in each case the prior approval of the Owners holding a majority of the total votes of the Association. Expenditures for such purposes shall be made from the maintenance fund;

(l) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Association and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Association;

(m) The Board shall engage an experienced, professional person or firm as the Managing Agent. Any management agreement for the Project shall be terminable by the Association for cause upon 30 days' written notice thereof and shall be subject to the provisions of Section 3.07(n) hereof.

(n) The Board shall have the authority to enter into contracts, leases, or to grant licenses or concessions with respect to any part of the Common Elements, subject to the terms of this Declaration. All such contracts (including a management agreement), leases, licenses, and concessions shall provide that the Association shall have the right of termination of any such contract, lease, license or concession, without cause, which is

exercisable without penalty at any time after transfer of control to Class A Members pursuant to Section 3.02 hereof, upon not more than ninety (90) days' notice to the other party thereto. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of the Association or the Owners.

3.08. Board Powers, Exclusive. The Board, on behalf of the Association, shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

3.09. Membership in the Association. Every Owner shall be a member of the Association, entitled to vote as herein provided, but such membership and voting rights shall automatically terminate upon the sale, transfer or other disposition by such member of his Condominium, at which time the new Owner shall automatically become a member of the Association. The Association may issue nontransferable certificates evidencing membership therein.

3.10. Limited Liability of the Board and the Owners. The members of the Board shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith as such Board member, or acting as the Board. Each member of the Board shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board, or any settlement thereof, whether or not he is a member of the Board at the time such expenses

are incurred, except in such cases wherein the member of the Board is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. Every agreement made by the Board, Developer or by the Managing Agent on behalf of the Association shall provide that the members of the Board, Developer or the Managing Agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder.

VOL 14 PAGE 406

3.11. Availability of Records. The Association shall make available to Owners, Eligible Holders and Mortgagees, during normal business hours or under other reasonable circumstances, current copies of this Declaration, the Bylaws and other rules governing the Project, and other books, records and financial statements of the Association. The Association shall make available to prospective purchasers of Condominiums current copies of the Declaration, Bylaws, other rules governing the Project, and the most recent annual audited financial statement, if such is prepared.

ARTICLE IV

ASSESSMENTS - MAINTENANCE FUND

4.01. Estimated Cash Requirements; Assessments.

A. Commencing upon the conveyance of the first Condominium and, thereafter, within thirty (30) days prior to the beginning of each succeeding calendar year, the Board shall estimate the net charges to be paid during such year (including a reasonable provision for contingencies, replacements and such amounts as are necessary to fund the amounts required by Section 4.05 hereof, and less any expected income and any surplus from the prior year's fund). Such "estimated cash requirement" shall be assessed to the Owners

according to the percentage interest of each in the Common Elements. If the said estimated sum proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each Owner, including Developer, shall be obligated to pay assessments made pursuant to this paragraph to the Association in equal monthly installments on or before the first (1st) day of each month during such year, or in such other reasonable manner as the Board shall designate.

B. Subject to the provisions of Section 3.02 hereof, the rights, duties and functions of the Board set forth in this Article IV may, at the election of Developer, be exercised by Developer for the period commencing on the date hereof and ending on May 30, 1986.

C. All funds collected hereunder shall be expended for the purposes designated herein.

4.02. Omission of Assessments. The omission by the Board, before the expiration of any year, to fix the assessments hereunder for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

4.03. Detailed Records. The Board shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred.

Records and vouchers authorizing the payments involved shall be available for examination by any Owner at convenient hours of weekdays.

4.04. Commencement of Payment of Assessments;

Taxes. Each Owner shall pay monthly assessments as above specified commencing with the close of the purchase of the Condominium owned by the Owner. In addition, each Owner shall pay, within ten (10) days after notice by Developer or the Board as to the amount due, which notice shall be given at least fifteen (15) days prior to delinquency of the taxes, an amount equal to the portion of real property taxes and utility bills attributable to his Condominium which are assessed or charged against the Project rather than against the Condominiums.

4.05. Maintenance Fund; Working Capital Fund.

A. The Association shall establish and maintain an adequate maintenance fund for the periodic maintenance, repair and replacement of improvements to the General Common Elements and those Limited Common Elements which the Association may be obligated to maintain. The monthly assessments collected by the Association shall constitute the maintenance fund for the Project. The Board may at any time ratably increase or decrease the amounts of monthly assessments to such level as shall be reasonably necessary in the judgment of the Board to cover obligations of the Association under this Declaration, including provisions of reasonable reserves for replacements. Except as otherwise provided herein, during any one fiscal year, the total increases in the amounts of monthly assessments shall not exceed twenty percent (20%) of the total assessments for the preceding fiscal year. The Board is obligated to maintain assessments at a level sufficient to enable payment of all costs of operation of the Project.

B. The Association shall establish a working capital fund for the initial months of the Project operation equal to at least two months' estimated Common Element

charges for each Condominium. Each Owner's share of the working capital shall (i) be collected and transferred to the Association at the time of closing of the sale of each Condominium and (ii) be maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold Condominium shall be paid to the Association within sixty (60) days after the date of conveyance of the first Condominium in the Project. Contributions for Condominiums in a subsequent Phase, if any, of the Project shall not be due or payable until sixty (60) days following the addition of such Phase to the Project pursuant to Section 2.09 hereof.

4.06. No Exemption from Liability. No Owner may exempt himself from liability for his assessment by any waiver of the use or enjoyment of the Common Elements, or by the abandonment of his Condominium, but an Owner shall not be liable for assessments accruing after consummation of a transfer of his Condominium accomplished in accordance herewith, or after he has executed and delivered to the Board a recordable instrument conveying to the Association his interest in his Condominium free and clear of all liens and encumbrances other than a Mortgage held by an Eligible Holder, a bank, savings and loan association, insurance company or similar institutional lender and/or a mortgage held by Developer and/or the lien for unpaid assessments.

4.07. Default in Payment of Assessments. There is hereby created a present Deed of Trust lien upon each Condominium to secure the payment of all assessments, whether regular or special, levied by the Board pursuant to the terms hereof. In connection therewith, and for the purpose of securing the payment of the aforesaid assessments, Developer hereby grants, sells and conveys to the Association, as Trustee, the Condominiums, IN TRUST, upon the terms and conditions herein set forth, and for such purposes this

Section 4.07 shall constitute a Deed of Trust under the laws of the State of Texas. The deed of trust lien to secure the payment of assessments granted in this Section 4.07 and any other lien which the Association may have on any Condominium for (i) common expense charges and assessments becoming payable on or after the date of recordation of the first Mortgage on any Condominium or (ii) any fees, late charges, fines or interest that ~~may be levied by~~ the Association in connection with unpaid assessments shall be subordinate to the lien or equivalent security interest of any Mortgage on any Condominium. Each assessment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed. The personal obligations for assessments described in the preceding sentence shall not pass to successors in title to the Owner unless assumed by them, or required by applicable law. Any delinquent assessment shall, after thirty (30) days' delinquency, bear interest from the original due date at the highest lawful rate. In the event of a default or defaults in payment of any assessment or assessments, and in addition to any other remedies herein or by law provided, the Board may enforce each such obligation as follows:

- (a) By suit or suits at law to enforce each such assessment obligation. Each such action must be authorized by a majority of the Board, and any such suit may be instituted on behalf of the Association by any one
 - (1) member of the Board or by the Manager, if the latter is so authorized in writing. Each such action shall be brought in the name of the Association and the Association shall be deemed to be acting on behalf of all the Owners. Any judgment rendered in any such action shall include, where permissible under any law, a sum for reasonable attorneys' fees in such amount as the court may adjudge against such defaulting Owner.

Upon full satisfaction of any such judgment, it shall

be the duty of the President of the Association, acting in the name of the Association, to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(b) At any time within ninety (90) days after the occurrence of any such default, the Board may give a notice to the defaulting Owner, which notice shall state the date of the delinquency and the amount of the delinquency, and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the Board may elect to record a notice of assessment against the Condominium of such delinquent Owner. Such notice of assessment shall state (1) the name of the record Owner, (2) a description of the Condominium against which the assessment is made, (3) the amount claimed to be due and owing, (4) that the notice of assessment is made by the Board pursuant to the terms of this Declaration (giving the date of execution and the date, book and page references of the recording hereof in the Office of the Clerk of the County of Collin, Texas), and (5) that a lien is claimed against the described Condominium in an amount equal to the amount of the stated delinquency. Any such notice of assessment shall be signed and acknowledged by any member of the Board. Upon recordation of a duly executed original or duly executed copy of such notice of assessment by the Clerk of the County of Collin, the Deed of Trust lien herein created shall immediately become subject to foreclosure, subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a notice of assessment or a lien. If any Owner shall continue to default in the payment of any assessment payable hereunder for a period of ten (10) days after the delivery and recordation of any said notice of assessment, the Association,

as Trustee acting through any authorized officer or by any agent or attorney-in-fact properly authorized by any such officer, may, when authorized so to do by a majority of the Board, sell the Condominium owned by the delinquent owner at public auction to the highest bidder for cash pursuant to the provisions of Article 3810 of the Texas Revised Civil Statutes as in force and effect on January 1, 1976, or in accordance with the prescribed manner for foreclosure of Deed of Trust liens provided by any future amendment to such Article 3810 or any other statute or article enacted in substitution therefor. In lieu of the foregoing, the Board may enforce any such lien as a mortgage lien in accordance with the provisions of the laws of the State of Texas, now or hereafter in effect, which provisions (including matters incorporated therein by reference) are hereby incorporated herein by reference. In the event such foreclosure is by action in court, reasonable attorneys' fees shall be allowed to the extent permitted by law. In the event the foreclosure is as in the case of a deed of trust under power of sale, the Board, or any person designated by it in writing, shall be deemed to be acting as the agent of the lienor and shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. The deed upon foreclosure shall be executed and acknowledged by any member of the Board or by the person conducting the sale.

(c) For the purposes of this Section 4.07, a deed upon foreclosure executed and acknowledged by any member of the Board shall be conclusive upon the Board and the Owners in favor of any and all persons who rely thereon in good faith as to the matters therein contained.

In the event any notices of assessment have been recorded as herein provided, and thereafter the Board shall receive payment in full of the amount claimed to be due and owing, then upon demand of the Owner or his successor, and payment of a reasonable fee, not to exceed Twenty-Five Dollars (\$25.00), the Board, acting by any member, shall execute and acknowledge (in the manner above provided) a release of such notice, stating the date of the original notice of assessment, the amount claimed, the date, book, and page wherein the notice of assessment was recorded, and the fact that the assessment has been fully satisfied.

4.08. Payment of Assessments Upon Sale or Conveyance of a Condominium.

A. Upon the sale or conveyance of a Condominium, all unpaid assessments against an Owner levied by the Board pursuant to the terms hereof shall first be paid out of the sale price paid by the ~~purchaser in preference~~ over any other assessments or charges of whatever nature, except the following:

- (i) Assessments, liens, and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Apartment; and
- (ii) Amounts due under mortgage instruments duly recorded.

B. The lien or liens described in Section 4.07 hereof shall not be affected by any sale or transfer of a Condominium, except that a sale or transfer of a Condominium pursuant to a foreclosure of a Mortgage shall extinguish a subordinate lien for common expense charges and assessments which become payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Condominium from

liability for, nor the Condominium so sold or transferred from the lien of, any expense charges or assessments thereafter becoming due.

ARTICLE V

PROVISIONS WITH RESPECT TO THE APARTMENTS, THE COMMON ELEMENTS AND MORTGAGES

5.01. Each Owner's Obligation to Repair.

A. Except for those portions which the Association is required to maintain and repair hereunder (if any), each Owner shall at such Owner's expense keep the interior of his Apartment and its equipment and appurtenances in good order, condition and repair in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Apartment. In addition to decorating and keeping the interior of his Apartment in good repair, each Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals or ranges that may be in, or connect exclusively with, his Apartment.

B. Each Owner shall also, at such Owner's own expense, keep the balcony and the interior of the patio area (if any) and carport or other covered parking area (if any) which have been assigned to his Apartment in a clean and sanitary condition. The Association shall not be responsible to any Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in any Common Elements or his Apartment.

5.02. Alterations, Additions and Improvements.

A. No Owner shall make any alterations, repairs or additions to his Apartment which would substantially affect the exterior appearance thereof, or erect a radio or

television antenna upon the Building of which his Apartment is a part, or paint any part of the exterior of his Apartment, without the prior written approval of the plans and specifications therefor, and the color, by the Board. The Board shall grant its approval only in the event that the proposed work will benefit and enhance the Project in a manner generally consistent with the plan of development thereof. The Board's approval or disapproval shall be in writing. In the event that the Board fails to approve or disapprove within thirty (30) days after the appropriate plans and specifications have been submitted to it, or in any event, if no suit to enjoin such work has been commenced before thirty (30) days after commencement thereof, approval will be deemed given and compliance with the terms of this paragraph conclusively presumed.

B. The Board may delegate its powers under this Section to an Architectural Committee appointed by the Board, which need not consist in part or in whole of Owners.

C. Nothing shall be done in or to any part of the Project which will impair the structural integrity of any part of the Project except in connection with alterations or repairs specifically permitted or required hereunder.

D. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of, or any plumbing or electrical work within, any common wall without the prior consent of all Owners of the affected Apartments. Each Owner shall have the right to paint, wallpaper, or otherwise furnish the interior surfaces of his Apartment as he sees fit.

5.03. Restrictions on Use of Apartments and Common Elements. The Project shall be occupied and used as follows:

- (a) Each Apartment shall be used exclusively for residential purposes, and carports and parking spaces

shall be used exclusively for the parking of passenger automobiles.

(b) There shall be no obstruction of the Common Elements, nor shall anything be kept or stored in the Common Elements, nor shall anything be altered, or constructed or planted in, or removed from the Common Elements, without the written consent of the Board.

(c) No Owner shall permit anything to be done or kept in his Apartment or in the Common Elements which will result in any increase of fire insurance premiums or the cancellation of insurance on any part of the Project, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) No sign of any kind shall be displayed to the public view on or from any part of the Project, without the prior consent of the Board, except signs temporarily used by Developer in the original sale or in leasing of Condominiums.

(e) No noxious or offensive activity shall be carried on, nor shall any outside lighting or loud-speakers or other sound-producing devices be used, nor shall anything be done, in any part of the Project, which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

(f) No Owner shall cause or permit anything to be placed on the ~~outside walls~~ of his Apartment, and no sign, awning, canopy, window air conditioning unit, shutter, or other fixture shall be affixed to or placed upon the exterior walls or roof of any building or any part thereof, without the prior consent of the Board.

(g) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on

any part of the Common Elements. The Common Elements shall be kept clear of rubbish, debris and other unsightly materials.

(h) No Owner shall lease his Condominium for an initial term of less than six (6) months nor for subsequent terms of less than thirty (30) days. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his unit.

5.04. Liability of Owners for Negligence. Each Owner shall be liable to the Board for any damage to the Common Elements caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees, to the extent (i) permitted under the laws of the State of Texas, and (ii) that the damage shall not be covered by insurance. Each Owner shall indemnify, hold harmless, and pay any costs of defense of each other Owner from claims for personal injury or property damage occurring within the Apartment of the indemnifying Owner, provided that this protection shall not extend to any Owner whose negligence or willful misconduct caused or contributed to the cause of the injury or damage.

5.05. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorneys' fees.

5.06. Abatement of Violations; Powers to EnforceDeclaration of Owners.

A. The violation of any rule or regulation adopted by the Board, or the breach of this Declaration, or of any other declaration of covenants, conditions or restrictions to which a Condominium may be subject, shall give the Board the right, in addition to any other right or remedy elsewhere available to it:

- (i) to enter into an Apartment in which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of its Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of any of the foregoing documents, and the Board shall not be deemed to have trespassed; or
- (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

The failure of any Owner to comply with the provisions of the Declaration, Bylaws or Articles of Incorporation of the Association will give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages, or for injunctive relief, or both, to the extent permitted under the laws of the State of Texas. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate until paid, shall be charged to and assessed against such defaulting Owner, and the Board shall have a lien for all of the same upon the Condominium of such defaulting Owner, upon all of his additions and improvements thereto, and a security interest under the Texas Uniform Commercial Code upon all of his personal property in his Apartment or located elsewhere.

on the Project; such lien and security interest shall be subordinate to the lien of any Mortgage affecting any such Apartment. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

B. If the Board has failed to act to enforce any provision of this Declaration, the Bylaws or decisions made by the Association pursuant thereto, for thirty (30) days after written demand by any Owner, then any such Owner shall be entitled to prosecute, on behalf of the Association and all the Owners, any action authorized hereunder to be prosecuted by the Board, and shall be entitled to any other appropriate equitable relief. Each Owner shall have similar rights of action against the Association.

5.07. Advances. Should any Owner or any Mortgagee of any Condominium advance any sum toward discharge of an obligation of the Board on behalf of the Association in order to protect the Project against the consequences of a delinquency in discharging such obligation, such Owner or Mortgagee, in connection with such advance, shall be subrogated to all rights of the Board, including the right to collect interest, against those Owners whose defaults have made necessary the advance concerned, until such advance shall have been repaid together with interest thereon at the highest lawful rate plus any reasonable attorneys' fees or other reasonable costs incurred in collection.

5.08. Failure of the Board to Insist on Strict Performance; No Waiver. The failure of the Board to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction

but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board or Manager of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Board or the Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board or the Manager.

VOL 1 PAGE 420

5.09. Mortgagee Protection Provisions.

A. Any Mortgagee, upon written request, shall be given written notification by the Association of any default by the Owner of the Condominium covered by such Mortgage in the performance of such Owner's obligations hereunder which is not cured within sixty (60) days. Any Eligible Holder upon written request to the Association (such request to state the name and address of such Eligible Holder and the Apartment number), shall be entitled to timely written notice of:

- (i) Any proposed amendment of this Declaration affecting a change in (a) the boundaries of any Apartment or the exclusive easement rights appertaining thereto, (b) the interests in the general or limited common elements appertaining to any Condominium or the liability for common expenses appertaining thereto, (c) the number of votes in the Association appertaining to any Condominium or (d) the purposes to which any Condominium or the Common Elements are restricted;
- (ii) Any proposed termination of the Project;
- (iii) Any condemnation loss or any casualty loss which affects a material portion of the Project or which affects any Condominium on which there is a Mortgage held, insured or guaranteed by such Eligible Holder;
- (iv) Any delinquency in the payment of assessments or charges owed by an Owner of a Condominium subject to the Mortgage of such Eligible Holder where such delinquency has continued for a period of sixty (60) days;
- (v) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association pursuant to the requirements of any such Eligible Holder; and

(vi) Any proposed action which would require the consent of a specified percentage of Eligible Holders as specified in Section 5.09 or Section 8.06 hereof.

B. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the Eligible Holders of Mortgages on Condominiums to which at least fifty-one percent (51%) of the votes of Condominiums subject to Mortgages held by such Eligible Holders are allocated, is obtained.

C. Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the Project shall require the approval of the Eligible Holders of Mortgages on Condominiums to which at least fifty-one percent (51%) of the votes of Condominiums subject to Mortgages held by such Eligible Holders are allocated.

D. No reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Project may be effected without the prior approval of the Eligible Holders holding Mortgages on all remaining Condominiums whether existing in whole or in part and which have at least fifty-one percent (51%) of the votes of such remaining Condominiums subject to Mortgages held by such Eligible Holders.

E. Any decision to establish self management by the Association shall require the prior consent of Owners of Condominiums to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of Eligible Holders holding Mortgages on Condominiums which have at least fifty-one percent (51%) of the votes of Condominiums subject to Eligible Holder Mortgages.

F. Any Eligible Holder shall, upon written request, be entitled to receive an audited financial statement of the Association for the immediately preceding fiscal year, free of charge to the party so requesting within a reasonable time following such request.

G. Any Mortgagee who obtains title to a Condominium pursuant to the remedies provided in a Mortgage or foreclosure of a Mortgage shall not be liable for such Condominium's unpaid dues or charges which accrue prior to the acquisition of title to such Condominium by the Mortgagee; any such unpaid dues or charges may be reallocated and assessed to all Condominiums as a common expense.

H. Except as provided by statute in case of condemnation or substantial loss to the Condominiums and/or Common Elements of the Project, unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each Mortgage owned), or Owners (other than the Developer of the Condominiums have given their prior written approval, the Association shall not be entitled to:

- (i) By act or omission, seek to abandon or terminate the Project;
- (ii) Change the pro rata interest or obligations of any Condominium for the purpose of:
 - (a) Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
 - (b) Determining the pro rata shares of ownership of each Condominium in the Common Elements;
- (iii) Partition or subdivide any Condominium;
- (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Project shall not be deemed a transfer within the meaning of this clause); or
- (v) Use hazard insurance proceeds for losses to any condominium property (whether to apartments

or to Common Elements) for other than the repair, replacement or reconstruction of such condominium property.

I. No provision of this Declaration, the Bylaws, the Articles of Incorporation, or other condominium constituent document shall entitle any Owner of a Condominium, or any other party, to priority over any rights of the Mortgagee of such Condominium pursuant to such Mortgagee's Mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominiums and/or Common Elements.

5.10. Right of Access. The Association shall have a reasonable right of entry into each Apartment to effect emergency repairs or other work reasonably necessary for the proper maintenance or operation of the Project.

5.11. Use by Developer. Subject to the rights of the Mortgagees hereunder, until Developer has completed all of Developer's contemplated improvements and closed the sales of all of the Condominiums, neither the Owners nor the Board nor the use of the Project nor the application of this Declaration shall interfere with the completion of the contemplated improvements and the sale of the Condominiums. Subject to the rights of the Mortgagees hereunder, Developer may make such use of the unsold Apartments and of the Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Project and the Apartments therein, and the display of signs thereon and therein. Developer shall have an easement over the Common Elements (i) for completion of the improvements for which provision is made in this Declaration but only if access thereto is not otherwise available, and (ii) for making repairs to improvements to the Project. Developer shall have the right to maintain facilities on the Project which are reasonably necessary to market the Condomini

including but not limited to, sales and management offices, model apartments, parking areas, and advertising signs.

5.12. Transfers.

A. No transfer of a Condominium shall be of any force or effect for any purpose until an Owner who transfers the Condominium shall notify the Board in writing of the name and address of the transferee, the nature of the transfer and the Condominium involved, as well as such other information relative to the transfer and the transferee as the Board may reasonably request. Such notice shall also contain an executed copy of the instrument of transfer. The provisions hereof shall apply by way of illustration and not in limitation of a transfer occurring by reason of a sale, gift, devise or inheritance, or by lease or by any other manner not heretofore considered. The provisions of this Section 5.12 A shall not apply to Developer.

B. The right of an Owner to sell, transfer, or otherwise convey a Condominium shall not be subject to any right of first refusal or similar restriction.

5.13. Right of Ingress and Egress. Each Owner shall have the right of ingress to and egress from his Apartment, which right shall be perpetual and appurtenant to the respective Condominium of which the Apartment is a part.

ARTICLE VI

INSURANCE

6.01. Maintenance of Hazard Insurance. The Board, on behalf of the Association, shall obtain, maintain and pay the premiums upon, as a common expense, a "master" or "blanket" type policy or policies of multi-peril type hazard insurance, including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium

Vol 144 Page 424

projects similar in construction, design and use, insuring the Common Elements against loss or damage by the perils of fire, lightning and those contained in extended coverage, vandalism and malicious mischief endorsements, on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy, but not less than one hundred percent (100%) of the insurable value (based upon current replacement costs) of the Common Elements, including fixtures, to the extent they are part of the Common Elements, building service equipment and supplies, and other common personal property belonging to the Association, but exclusive of the Land, foundations, excavation and other items normally excluded from coverage, (but not less than the aggregate amount of all outstanding indebtedness secured by Mortgages against the Apartments) written in the name of, and the proceeds thereof shall be payable to, the Association (or the Insurance Trustee named pursuant to Section 6.02 of this Declaration) as trustee for the use and benefit of the individual Owners (without naming them) in the proportions established in Section 2.04. Loss payable shall be in favor of the Association (or the Insurance Trustee), as a trustee, for each Owner and each such Owner's Mortgagee. Evidence of insurance shall be issued to each Owner and Mortgagee. All references herein to a "master" or "blanket" type policy of hazard insurance are intended to denote single entity condominium insurance coverage. In addition, any fixtures, equipment or other property within the Apartments which are to be financed by a Mortgage to be purchased by FNMA or FHLMC (regardless of whether or not such property is a part of the Common Elements) shall be covered in such "master" or "blanket" policy or policies. Such policy or policies must be consistent with the insurance

laws of the State of Texas, including any political subdivision thereof having jurisdiction over the Project, and the coverage of such policy or policies shall be at least equal to such coverage as is commonly required by prudent institutional mortgage investing in the area in which the Project is located. Prior to the renewal of any such policy or policies of insurance, the Board shall obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Common Elements and the Apartments for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be maintenance fund expenses. All such policies of insurance shall comply with the provisions of Section 6.02 hereof and shall (i) contain standard mortgagee clause endorsement, or equivalent endorsement (without contribution) which is commonly accepted by private institutional mortgage investors in the area in which the Project is located in favor of the Mortgagee or Mortgagees of each Apartment, if any, as their respective interests may appear, and which appropriately names FNMA and FHLMC if such corporations are Eligible Holders; (ii) provide that the insurance shall not be prejudiced by any act or neglect of any Owner which is not in the control of the Owners collectively; (iii) contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums, cancelled or substantially modified, without at least ten (10) days' prior written notice to the Mortgagee which is listed as a scheduled holder of a Mortgage in such policy or policies; (iv) contain a Replacement Cost Endorsement and an Agreed Amount and Inflation Guard Endorsement, if available; (v) contain a recognition of any insurance trust agreement created pursuant to Section 6.02 of this Declaration; (vi) contain a waiver of the right of subrogation

against Owners individually; and (vii) provide that such policy or policies shall be primary in the event an Owner has other insurance covering the same loss. All such policies shall afford, as a minimum, protection against the following:

- (a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
- (b) in the event the Project contains a steam boiler, loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000.00 per accident per location (or such greater amount as deemed prudent based on the nature of the property); and
- (c) all other perils which are customarily covered with respect to Projects similar in construction, location and use, including all perils normally covered by the standard "all-risk" endorsement, where such is available.

6.02. Insurance Trustee. The Board may engage the services of a bank or trust company authorized to do trust business in the State of Texas and having capital and surplus of not less than Fifty Million Dollars (\$50,000,000) to act as insurance trustee (the "Insurance Trustee") and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. The Insurance Trustee, on behalf of the Association, may be named as an insured under any policy or policies required by this Declaration. The Insurance Trustee, if any, shall have exclusive authority to negotiate losses under any such policy or policies. In the event the lowest of two (2) bids from reputable contractors for making all repairs required by any such loss shall exceed Twenty Thousand Dollars (\$20,000), the Board upon written demand of the Mortgagee of any Apartment shall engage the services of an Insurance Trustee as aforesaid. Except as otherwise provided in Section 6.08 hereof, the fees of such Insurance Trustee shall be maintenance fund expenses. The proceeds of such insurance shall be applied

by the Board or by the Insurance Trustee on behalf of the Board for the reconstruction of the Building damaged, or shall be otherwise disposed of, in accordance with the provisions of Article VII of this Declaration; and the rights of the Mortgagee of any Apartment under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein or in any Mortgage contained, at all times be subject to the provisions hereof with respect to the application of insurance proceeds to reconstruction of the Building damaged; provided, however, that if the Board or the Insurance Trustee fails to perform all of the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and the Mortgagee or Mortgagees are required to avail themselves of their rights under the standard mortgage clause to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said Mortgagee or Mortgagees shall be applied as directed by said Mortgagee or Mortgagees. All insurance policies shall contain a waiver of subrogation with respect to the Board, the Association, its employees, the Owners and members of their households, and Mortgagees; or such parties shall be named as additional insureds. Each Owner hereby irrevocably appoints the Association, or any Insurance Trustee, if one shall have been appointed, or any substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: (i) the collection and appropriate disposition of the proceeds thereof; (ii) the negotiation of losses and execution of releases of liability; (iii) the execution of all documents and the performance of all other acts necessary to accomplish such purpose. The

Vol 14141 Page 428

Association or any Insurance Trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in the trust for Owners and their Mortgagees, as their interests may appear.

6.03. Maintenance of Liability Insurance.

A. The Board, on behalf of the Association, shall obtain and maintain at all times a policy or policies of comprehensive general liability insurance insuring the Association, the Board, the Owners, and the Managing Agent against any liability to the public or to the Owners (and their families, invitees or tenants), incident to the ownership or use of and covering the Project, the Common Elements and individual Condominiums, which insurance shall contain endorsements providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.

B. Coverage limits of such liability insurance policy or policies shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use to the Project. However, such coverage shall be for at least \$1,000,000.00 for bodily injury including deaths of persons and property damage arising out of a single occurrence. Coverage under such policy or policies shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Association.

C. Such policy or policies shall provide that they may not be cancelled or substantially modified, by any party, without ten (10) days' prior written notice to the Association and each Mortgagee which is listed as a scheduled holder of a Mortgage in such policy or policies.

6.04. Flood Insurance. To the extent the Project is located within an area having special flood hazards and for which flood insurance has been made available under The National Flood Insurance Program ("NFIP"), the Association shall, as a common expense, obtain and pay the premiums upon a "master" or "blanket" policy of flood insurance on the Buildings and any other property covered by the required form of policy (the "Insurable Property"), in an amount deemed appropriate, but not less than the following:

- (a) the maximum coverage available under the NFIP for all Buildings and other Insurable Property within any portion of the Project located within a designated flood hazard area; or
- (b) one hundred per cent (100%) of current "replacement cost" of all such Buildings and other Insurable Property.

Such policy shall be in a form which meets the criteria set forth in the most current Guidelines on the subject issued by the Federal Insurance Administrator.

6.05. Fidelity Bonds.

A. The Board, on behalf of the Association, shall obtain and maintain at all times blanket fidelity bonds for all officers, directors, trustees, and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. Where the Association delegates some or all of the responsibility for the handling of funds to a Managing Agent, blanket fidelity bonds shall be obtained and maintained for the officers, employees, and agents of such Managing Agent handling or responsible for funds of, or administration on behalf of, the Association.

B. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the Management Agent, as the case may be, at any given

time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Condominiums plus reserve funds.

C. Fidelity bonds required herein shall meet the following requirements:

- (i) fidelity bonds shall name the Association as an obligee;
- (ii) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;
- (iii) the premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a Management Agent for its officers, employees, and agents) shall be paid by the Association as a common expense; and
- (iv) the bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association or to any Insurance Trustee appointed pursuant to Section 6.02 of this Declaration and each servicer of Mortgages on behalf of FNMA.

6.06. Governing Provisions. All insurance provided above shall be governed by the following provisions:

- (a) All policies shall (i) comply with the hazard insurance requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association as they apply to condominium loans; and (ii) be written with a company licensed to do business in the State of Texas and holding a rating of "Class VI" or better by Best's Key Rating Guide or other then comparable rating. To the extent that the provisions of this Declaration with respect to the maintenance of insurance shall conflict with the hazard insurance requirements of the Federal Home Loan Mortgage Corporation or by the Federal National Mortgage Association, then the requirements of

VOL 14 PAGE 431

the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association shall control and such requirements shall be complied with by the Board.

(b) Exclusive authority to adjust all claims under policies hereafter in force on the Project shall be vested in the Board or its authorized representatives.

(c) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

(d) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board, in behalf of all of the Owners, may realize under any insurance policy which the Board may have in force on the Project at any particular time.

(e) Each Owner shall be required to notify the Board of all improvements made by the Owner to his Apartment, the value of which is in excess of One Thousand Dollars (\$1,000).

(f) Any Owner who obtains individual insurance policies covering any portion of the Project other than personal property belonging to such Owner shall be required to file a copy of such individual policy or policies with the Board within thirty (30) days after purchase of such insurance.

(g) The Board shall be required to make every effort to secure insurance policies that will provide for the following:

(l) A waiver of subrogation by the insurer as to any claims against the Association, the Board, the Manager, or the Owners.

- (2) That the policy cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board or Manager, or on account of the conduct of any one or more individual Owners, without a prior demand in writing that the Board, Manager or Owner(s) cure the defect.
- (3) That any "no other insurance" clause in the master policy excludes individual Owners' policies from consideration.

6.07. Premiums. Premiums upon insurance policies purchased by the Board shall be paid by the Board as a maintenance fund expense; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy or abandonment of an Apartment or its appurtenances or of the Common Elements by an Owner shall be assessed against that Owner.

6.08. Distribution of Proceeds. Proceeds of insurance policies received by the Board or the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Subject to the approval of Mortgagees as provided in any Mortgage, all expenses of the Insurance Trustee (if any) shall be first paid or provision made therefor.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be used to defray the cost thereof as provided in Article VII hereafter. Any proceeds remaining after defraying such costs shall be distributed first to the Mortgagees and then to the Owners, as their interests may appear.

(c) If it is determined in the manner elsewhere provided that the damage for which the proceeds are

paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Owners and their Mortgagees being payable jointly to them.

(d) In making distribution to Owners and their Mortgagees, the Insurance Trustee (if any) may rely upon a certificate of the Association made by its President and Secretary as to the names of Owners and their respective shares of the distribution.

6.09. Responsibility of Each Owner. Each Owner shall be responsible for his own insurance on his personal property in his Apartment, his personal property stored elsewhere on the Project and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.

ARTICLE VII

DAMAGE AND DESTRUCTION

7.01. Reconstruction or Repair. Subject to the provisions of the Act and Section 5.09B hereof, in case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the Buildings damaged, shall be applied to such reconstruction. "Reconstruction of the Buildings", as used in Section 7.02, means restoring the Buildings to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each Apartment and the Common Elements having the same vertical and horizontal boundaries as before. Such reconstruction shall be caused to be accomplished by the Board.

7.02. Insufficiency of Proceeds. If the insurance proceeds are insufficient to reconstruct a Building, damage to or destruction of such Building shall be promptly repaired and restored by the Board using proceeds of insurance, if any, on the Buildings for that purpose, and the Owners shall

be liable in proportion to their respective percentage interests in the Common Elements for assessment for any deficiency. However, subject to any provision of the Act to the contrary, if Reconstruction of the Buildings comprises the whole or more than two-thirds (2/3rds) of the Project (exclusive of the Property) as determined by the Board, unless otherwise unanimously agreed upon by the Owners and the Mortgagees, the damage shall not be repaired or restored and the provisions of the following sentence shall control. In the event that the Owners and the Mortgagees do not elect to repair or rebuild any damage in accordance with the preceding sentence, the Board shall record, with the County Clerk of Collin County, Texas, a notice setting forth such facts, and upon the recording of such notice:

- (a) the Project shall be deemed to be owned in common by the Owners;
- (b) the undivided interest in the Project owned in common which shall appertain to each Owner shall be the fractional undivided interest previously owned by such Owner in the Common Elements;
- (c) any liens affecting any of the Condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the Project;
- (d) the Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all the Owners in proportion to the fractional undivided interest owned by each Owner in the Common Elements, after first paying out of the respective shares of the Owners, to the extent sufficient for the purposes, all indebtedness

secured by liens on the undivided interest in the Project owned by each Owner; and

(e) Notwithstanding any other provision hereof, no Apartment in the Project may be partitioned or subdivided without the prior written approval of the holder of each Mortgage on such Apartment.

ARTICLE VIII

MISCELLANEOUS

8.01. Eminent Domain. Subject to the provisions of Section 5.09 C hereof, the following provisions shall apply in the event of any taking of a portion of an Apartment or of the Common Elements by eminent domain. The taking of a portion of an Apartment or of the Common Elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. The Association or the Insurance Trustee shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. Each Owner hereby appoints the Association and any Insurance Trustee as his attorney-in-fact for the purposes of this Section 8.01. The awards or proceeds for such taking shall be payable to the Association, or any Insurance Trustee, for the use of the Owners and their Mortgagees, as their interests may appear. Notwithstanding any other provision of this Section 8.01 any distribution made as a result of any termination of the Project shall be accomplished on a reasonable and equitable basis. Even though the awards may be payable to the Owners, the Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special assessment

shall be made against a defaulting Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Owner. If any Apartment or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Mortgagee of such Apartment shall be entitled to timely written notice of any such proceeding or proposed acquisition and no provision hereof shall entitle the Owner of such Apartment or other party to priority over such Mortgagee with respect to the distribution to such Apartment of any award or settlement. Subject to the rights of Mortgagees under the terms of their Mortgages, the proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds, except that when the Condominium is not to be terminated and one or more Apartments are taken in part, the taking shall have the following effects:

(a) If the taking reduces the size of an Apartment and the remaining portion of that Apartment can be made tenantable, the award for the taking of a portion of the Apartment shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(i) The Apartment shall be made tenantable, and if the cost of such work exceeds the amount of the award, the additional funds shall be assessed against the Owner of the Apartment.

(ii) The balance of the award, if any, shall be distributed to the Owner of the Apartment, the remittance being payable jointly to such Owner and Mortgagee.

(iii) If there is a balance of the award distributed to the Apartment Owner and Mortgagee, the share in the Common Elements appurtenant to the Apartment shall be equitably reduced. This shall be done by reducing such share in the proportion which the balance of the award

so distributed bears to the market value of the Apartment immediately prior to the taking, and then recomputing the shares of all Owners in the Common Elements as percentages of the total of their shares as reduced by the taking.

(b) If the taking destroys or so reduces the size of an Apartment that it cannot be made tenantable, the award for the taking of the Apartment shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- (i) The market value of such Apartment immediately prior to the taking shall be paid to the Owner of the Apartment and to each Mortgagee of the Apartment, the remittance being payable jointly to the Owner and Mortgagee.
 - (ii) The remaining portion of such Apartment, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Owners, in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the Common Elements.
 - (iii) The shares in the Common Elements appurtenant to the Apartment which continue as a part of the Condominium shall be equitably adjusted to distribute the ownership to the Common Elements among the reduced number of Owners. This shall be done by recomputing the shares of such continuing Owners in the Common Elements as percentages of the total of the shares of such Owners as they exist prior to the adjustment.
 - (iv) If the amount of the award for taking is not sufficient to pay the market value of the condemned Apartment to the Owner and to restore the remaining portion of the Apartment in condition for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by assessments against all of the Owners who will continue as Owners of Apartments after the changes in the Project effected by the taking. Such assessments shall be made in proportion to the shares of such Owners in the Common Elements after the changes effected by the taking.
- (c) If the market value of an Apartment prior to the taking cannot be determined by agreement between its Owner and Mortgagee and the Association within

Vol 144 Page 439

thirty (30) days after notice by any such party, such values shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Apartment; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Owners in proportion to the shares of the Owners in the Common Elements as they existed prior to the changes effected by the taking.

(d) Subject to the provisions of Section 5.09 and Section 8.06 hereof, the changes in Apartments, in the Common Elements, in the Ownership of the Common Elements, and in shares of liability for common expenses which are effected by eminent domain, shall be evidenced by an amendment of this Declaration which need be approved only by a majority of the Board of Directors of the Association.

8.02. Audit. Any Owner may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Association.

* 8.03. Personal Property. The Board or Manager may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interests in the Common Elements, and shall not be transferable except with a transfer of a Condominium. If personal property is for the use of Owners of Condominiums in only one separate portion of the Project, such personal property shall be owned only by such

Owners. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property.

8.04. No Partition. Except as otherwise permitted in Section 7.02 and subject to the provisions of Article V hereof, there shall be no judicial partition of the Project, nor shall Developer or any person acquiring any interest in the Project or any part thereof seek any judicial partition; provided, that if any Condominium shall be owned by two (2) or more co-tenants, as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants, and provided further that an action may be brought for partition by sale of the Project, if any of the following conditions exist:

(a) Three (3) years after damage or destruction to the Project which renders a material part thereof unfit for its use prior thereto, the Project has not been rebuilt or repaired substantially to its state prior to its damage or destruction; or

(b) Except as may be otherwise provided in the Act, three-fourths (3/4ths) or more of the structures in the Project have been destroyed or substantially damaged, and Owners holding in the aggregate more than a fifty percent (50%) interest in the Common Elements are opposed to repair or restoration of the Project; or

(c) The Project has been in existence in excess of fifty (50) years, is obsolete and uneconomic, and Owners holding in the aggregate more than a sixty-seven percent (67%) interest in the Common Elements are opposed to repair or restoration of the Project.

In any event, and notwithstanding the foregoing provisions of this Section 8.04, no Apartment in the Project

may be partitioned or subdivided without the prior written approval of the holder of each Mortgage on such Apartment, and the provisions of the Act with respect to partition shall be strictly complied with.

8.05. Effect and Interpretation. This Declaration shall run with the land, and shall continue in full force and effect until (a) it is terminated by a court of competent jurisdiction pursuant to law, (b) there is a total destruction of the improvements in the Project and a determination of the Owners not to rebuild the improvements, or a total abandonment of the Project by the Owners, (c) the Project is judicially partitioned ~~in accordance with~~ the provisions of Section 8.04 hereof, or (d) the Project is deemed owned in common by the Owners as provided in Section 7.02 hereof. Each purchaser by accepting a deed to a Condominium accepts the interest thereby conveyed subject to all of the provisions of this Declaration and agrees to be bound thereby. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium townhome project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

8.06. Amendment.

A. Except as provided in Section 8.06 B and Section 8.06 C, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged (i) by Developer alone, prior to recordation of the sale of any Condominium in the Project, or (ii) by the record Owners of a majority of the Condominiums in the Project and by Developer (so long as Developer owns any Condominium in the Project), which amendment shall be effective upon recordation in the Office of the County Clerk of Collin County, Texas. In

Vol 144 Case 441

addition, Developer shall have the right to amend this Declaration without the consent of other Owners as required by any institutional lender as a condition of making a loan secured by an interest in a Condominium or as required by any Eligible Holder. No amendment shall, however, change the percentage ownership or the percentage assessments of Owners, or reduce the rights of a holder of a recorded Mortgage made in good faith and for value. Amendments to Article IV hereof shall be effective only upon unanimous written consent of the Owners and their Mortgagees.

B. The consent of Owners of Condominiums to which at least one hundred percent (100%) of the votes in the Association are allocated and the approval of the Eligible Holders of Mortgages on Condominiums to which at least sixty-seven percent (67%) of the votes of Condominiums subject to a Mortgage appertain shall be required to terminate the condominium regime.

C. The consent of Owners of Condominiums to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of Eligible Holders of Mortgages on Condominiums to which at least fifty-one percent (51%) of the votes of Condominiums subject to a Mortgage appertain shall be required to materially amend any provisions of the Declaration, Bylaws or equivalent documents of the condominium regime, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (i) Voting;
- (ii) Assessments, assessment liens or subordination of such liens;
- (iii) Reserves for maintenance, repair and replacement of the Common Elements;
- (iv) Insurance or fidelity bonds;

- (v) Rights to use of the Common Elements;
- (vi) Responsibility for maintenance and repair of the several portions of the Project;
- (vii) Expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project;
- (viii) Boundaries of any Apartment;
- (ix) The interests in the General or Limited Common Elements;
- (x) Convertibility of Condominiums into Common Elements or of Common Elements into Condominiums;
- (xi) Leasing of Condominiums;
- (xii) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Condominium; or
- (xiii) Establishment of self-management by the Association.

D. The consent of Owners of Condominiums to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of Eligible Holders of Mortgages on Condominiums to which at least fifty-one percent (51%) of the votes of Condominiums subject to a Mortgage appertain shall be required to amend any provisions included in this Declaration, the Bylaws or equivalent documents of the condominium regime which are for the express benefit of Eligible Holders.

8.07. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

8.08. Power of Attorney. An irrevocable power of attorney coupled with an interest is granted by the Owners to the Board, acting on behalf of the Association, to the extent of the powers and rights given to the Board by the provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned has executed
this instrument this the 21st day of October, 1981.

RALDON CORPORATION

By:

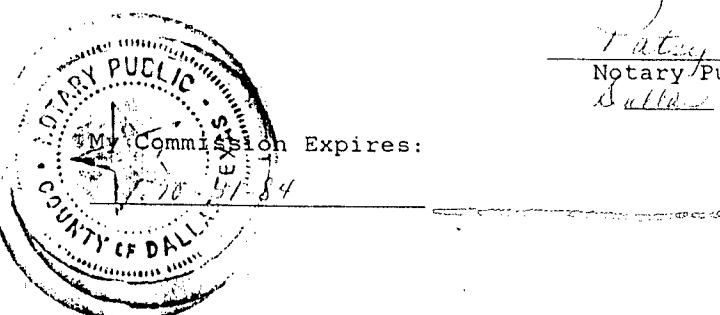
George W. Davis
George W. Davis, Vice President

THE STATE OF TEXAS §
COUNTY OF *Dallas* §

BEFORE ME, the undersigned authority, on this day personally appeared George W. Davis, Vice President of RALDON CORPORATION, a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of October, 1981.

Tatia Jean Walker
Notary Public in and for
Dallas County, Texas



Property Description

BEING a tract of land situated in the William Fitzhugh Survey, Abstract No. 308, City of Plano, Collin County, Texas, and being part of the original 69.73 acre tract of land conveyed to W. H. Hunt as recorded in Volume 875 at Page 384 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point on the South line of Park Blvd. (a 100' R.O.W.), said point being S 89° 55' 30" E, a distance of 68.00 feet from the East line of Rustic Drive (a 50' R.O.W.) to a point for corner;

THENCE S 89° 55' 30" E, along said South line of Park Blvd., a distance of 712.16 feet to a point for corner clip at the West line of Custer Road, a point for corner;

THENCE S 44° 54' 20" E, along said corner clip, a distance of 35.36 feet to a point on the West line of Custer Road, said point being 50.0 feet from the centerline of said Custer Road, to a point for corner;

THENCE S 0° 06' 50" W, along said West line of Custer Road, a distance of 680.74 feet to a point for corner;

THENCE N 79° 13' 35" W, leaving said West line of Custer Road, a distance of 143.12 feet to a point for corner;

THENCE S 84° 26' 33" W, a distance of 54.37 feet to a point for corner;

THENCE S 38° 49' 35" W, a distance of 27.58 feet to a point for corner;

THENCE N 0° 06' 50" E, a distance of 178.01 feet to a point for corner;

THENCE N 89° 53' 10" W, a distance of 29.0 feet to a point for corner;

THENCE N 0° 06' 50" E, a distance of 467.98 feet to the beginning of a curve to the left having a central angle of 90° 02' 20" and a radius of 20.0 feet, a point for corner;

THENCE in a Northwesterly direction and around said curve, a distance of 31.43 feet to end of said curve, a point for corner;

THENCE N 89° 55' 30" W, a distance of 257.0 feet to a point for corner;

THENCE S 73° 10' W, a distance of 192.88 feet to a point for corner;

THENCE N 19° 43' 14" W, a distance of 102.14 feet to the PLACE OF BEGINNING and containing 4.281 acres of land.

EXHIBIT "B" VOL 2 PAGE 64
Additional Property

BEING a tract of land situated in the William Fitzhugh Survey, Abstract No. 308, City of Plano, Collin County, Texas, and being part of the original 69.73 acre tract of land conveyed to W. H. Hunt as recorded in Volume 875 at Page 384 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the South Line of Park Blvd. (a 100' R.O.W.), with the East line of Rustic Drive (a 50' R.O.W.);

THENCE S $89^{\circ} 55' 30''$ E, along said South line of Park Blvd., a distance of 68.0 feet;

THENCE S $19^{\circ} 43' 14''$ E, leaving said South line of Park Blvd., a distance of 102.14 feet to the PLACE OF BEGINNING a point for corner;

THENCE N $73^{\circ} 10'$ E, a distance of 192.88 feet to a point for corner;

THENCE S $89^{\circ} 55' 30''$ E, a distance of 257.0 feet to the beginning of a curve to the right, having a central angle of $90^{\circ} 02' 20''$ and a radius of 20.0 feet, a point for corner;

THENCE in a Southeasterly direction and around said curve, a distance of 31.43 feet to end of said curve, a point for corner;

THENCE S $0^{\circ} 06' 50''$ W, a distance of 467.98 feet to a point for corner;

THENCE S $89^{\circ} 53' 10''$ E, a distance of 29.0 feet to a point for corner;

THENCE S $0^{\circ} 06' 50''$ W, a distance of 178.01 feet to a point for corner;

THENCE S $38^{\circ} 49' 35''$ W, a distance of 2.42 feet to a point for corner;

THENCE N $72^{\circ} 57' 54''$ W, a distance of 204.31 feet to a point for corner;

THENCE N $60^{\circ} 01' 20''$ W, a distance of 178.92 feet to a point for corner;

THENCE N $14^{\circ} 27' 41''$ W, a distance of 85.12 feet to a point for corner;

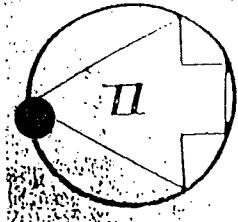
THENCE N $2^{\circ} 36' 10''$ W, a distance of 187.21 feet to a point for corner;

THENCE N $30^{\circ} 01' 45''$ W, a distance of 201.12 feet to a point for corner;

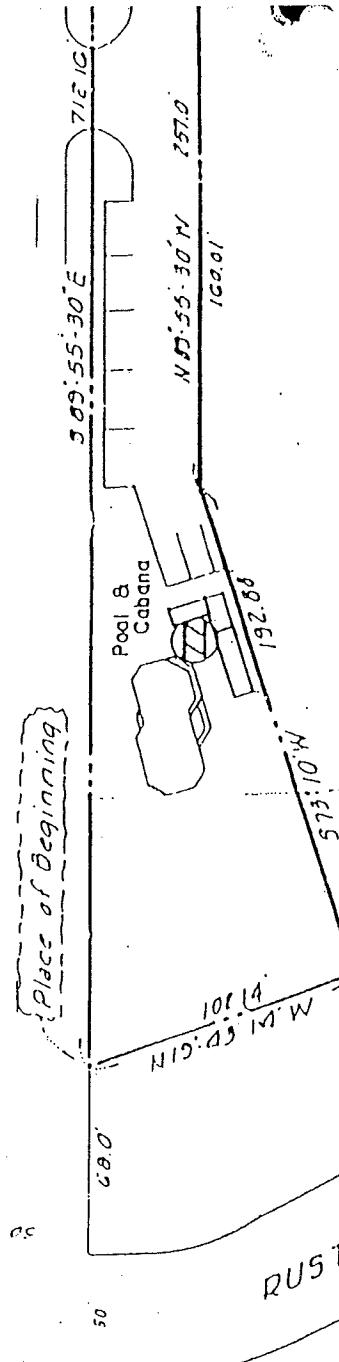
THENCE N $19^{\circ} 43' 14''$ W, a distance of 20.86 feet to the PLACE OF BEGINNING and containing 5.146 acres of land.

VOL 14 PAGE 46

VOL 2,000 65
VOL 144 PAGE 447



PARK



0065

288
VOL
1444-448

Exhibit C

288 67
VOL
1444-448

EXC 1 track # 16
Benton County, Texas, are
as recorded in Volume 37:
particularly described as
follows:

ESTIMATED AT 120 ft.
distance of 58.0

FACE S 39° E
or bent clip at 2.

FACE S 44° SE
line: Custer Road, 141
center

FACE S 30° NE 50'
or bent:

FACE N 79° W 3'

Point or corner:

FACE S 84° N 1

FACE S 38° E 1

FACE N 0° NE 50'

FACE N 89° S 1

FACE N 0° NE 50'

FACE In a North
current point for corner

FACE N 99° SE 1

FACE S 73° LS 1

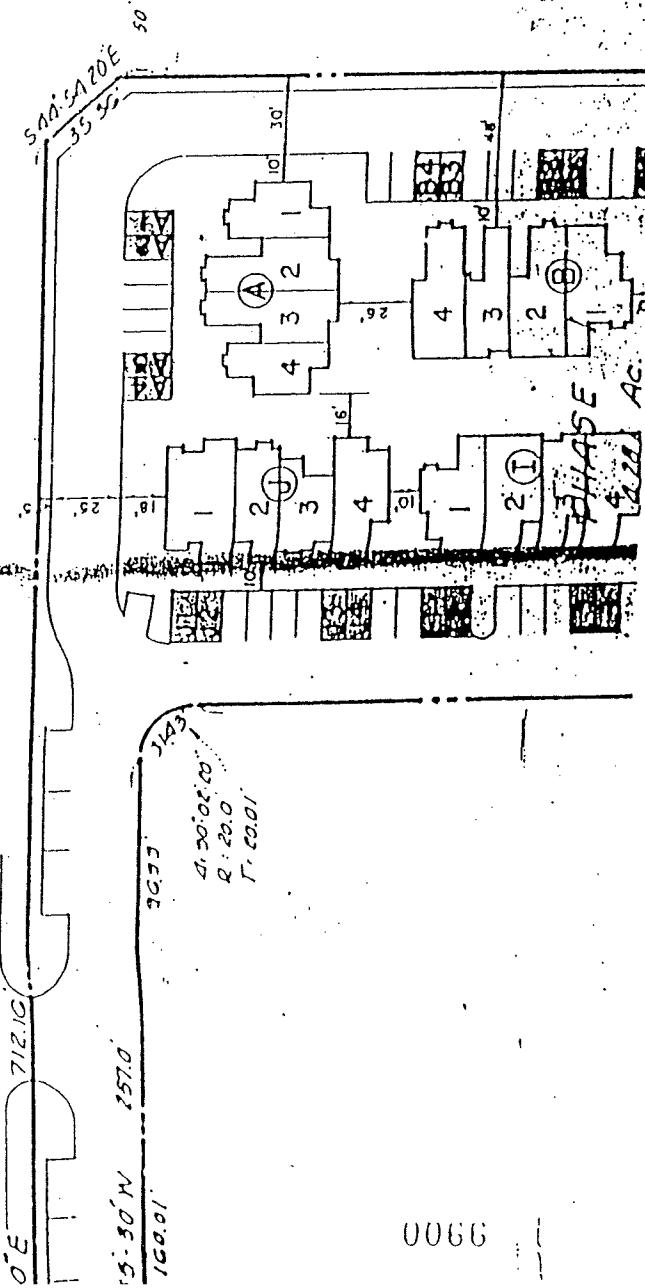
FACE N 19° 47'

Acres 1/4

DOM A. TIGTON.

of 10 acre ground sur
of 10 acre ground sur

3640



0066

BLVD

Line 1 Custer Road to
curve

FENCE 50°36' 35"

for short:

BLVD 1 30 00 11 45 30

FENCE 1 30 00 11 45 30

FENCE 1 30 00 11 45 30

BLVD 1 30 00 11 45 30

FENCE 50°36' 35"

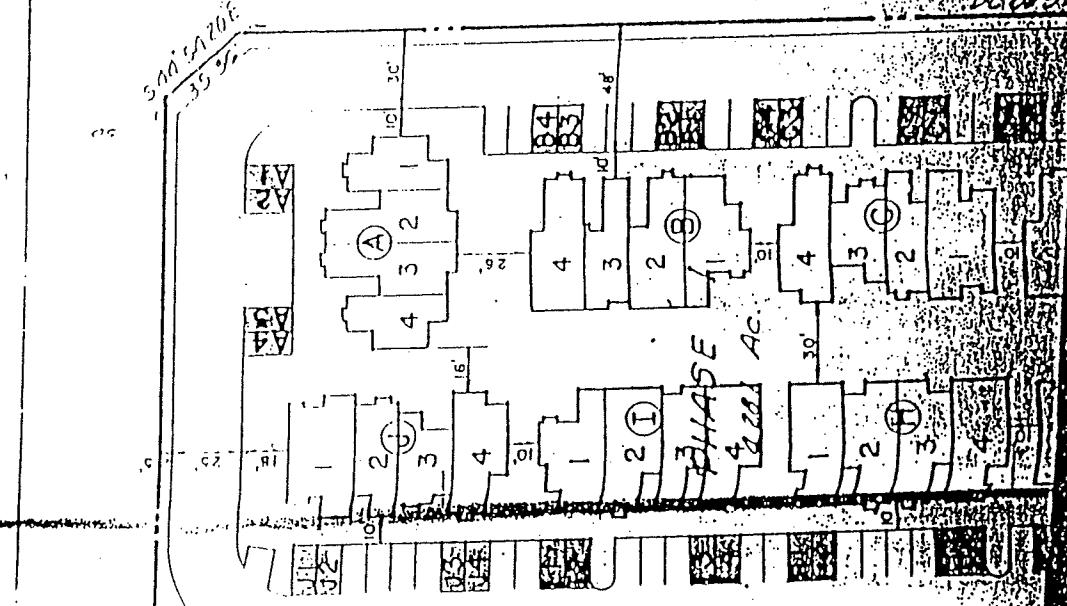
Curve point for corner
Fence

FENCE 50°36' 35"

FENCE 50°36' 35"

FENCE 50°36' 35"

BLVD 1 30 00 11 45 30



BLVD

30°15'

257.0

35°30'

35°30'

35°30'

35°30'

35°30'

35°30'

35°30'

35°30'

35°30'

35°30'

0067

00730

VOL 2nd 67
No 1444-449

FIELD NOTICE
PHASE

VOL 2nd 68
No 1444-450

BEGING a tract of land situated in the Wimberly Edinburgh Survey, Abstract No. 308, City of Wimberly, Texas, and being part of the original 50.72 acre tract of land conveyed to W. H. Hunt, particularly described as follows:

BEGINNING at a point on the South line of Park Drive, (a 100' R.O.W.), said point being S 39° 55' 30" E., a distance of 30.00 feet from the East line of Rustic Drive (a 50' R.O.W.), to a point for corner;

THENCE S 39° 55' 30" E., along said South line of Park Blvd., a distance of 712.16 feet to a point for corner at the West line of Custer Road;

THENCE S 44° 54' 20" E., along said corner line, a distance of 35.36 feet to a point on the West line of Custer Road, said point being 50.0 feet from the centerline of said Custer Road, to a point for corner;

THENCE S 0° 06' 50" W., along said West line of Custer Road, a distance of 680.74 feet to a point for corner;

THENCE N 79° 13' 35" W., leaving said West line of Custer Road, a distance of 135.12 feet to a point for corner;

THENCE S 84° 25' 33" W., a distance of 54.37 feet to a point for corner;

THENCE S 38° 49' 35" W., a distance of 27.58 feet to a point for corner;

THENCE N 0° 06' 50" E., a distance of 179.01 feet to a point for corner;

THENCE N 0° 06' 50" E., a distance of 467.98 feet to the beginning of a curve to the left having a central angle of 90° 02' 20" and a radius of 20.0 feet, a point for corner;

THENCE in a Northwesterly direction and around said curve, a distance of 31.43 feet to a point for corner;

THENCE N 89° 55' 30" W., a distance of 257.0 feet to a point for corner;

THENCE S 73° 10' W., a distance of 192.88 feet to a point for corner;

THENCE N 19° 43' 14" W., a distance of 102.14 feet to the PLACE OF BEGINNING and containing 12 acres of land.

corner; a point being 30.0 feet from a distance of 35.36 feet to a point in the West for corner;

THENCE $50^{\circ} 06' 50''$ W. along said West line of Custer Road, a distance of 600.74 feet to a point for corner;

THENCE N $79^{\circ} 12' 25''$ W., leaving said West line of Custer Road, a distance of 143.12 feet to a point for corner;

THENCE E $24^{\circ} 25' 22''$ E., a distance of 52.00 feet to a point for corner;

THENCE E $23^{\circ} 43' 35''$ E., a distance of 21.53 feet to a point for corner;

THENCE N $2^{\circ} 55' 50''$ E., a distance of 172.21 feet to a point for corner;

THENCE N $32^{\circ} 55' 15''$ N., a distance of 22.7 feet to a point for corner;

THENCE N $3^{\circ} 06' 50''$ E., a distance of 467.38 feet to the beginning of a curve to the left, around said corner;

THENCE in a Northwesterly direction and around said curve, a distance of 21.42 feet to a point for corner;

THENCE N $35^{\circ} 55' 20''$ W., a distance of 257.0 feet to a point for corner;

THENCE S. $72^{\circ} 10'$ W., a distance of 192.38 feet to a point for corner;

THENCE N $19^{\circ} 43' 14''$ W., a distance of 102.14 feet to the place of beginning and corner;

SURVEYOR'S CERTIFICATE

DOM A. TIPTON, do hereby certify that the plat shown herein is an accurate representation of an on-the-ground survey made under my direction and supervision and all corners, boundaries, roads, and encroachments, conflicts, protrusions, or visible utilities on the same are correctly located.

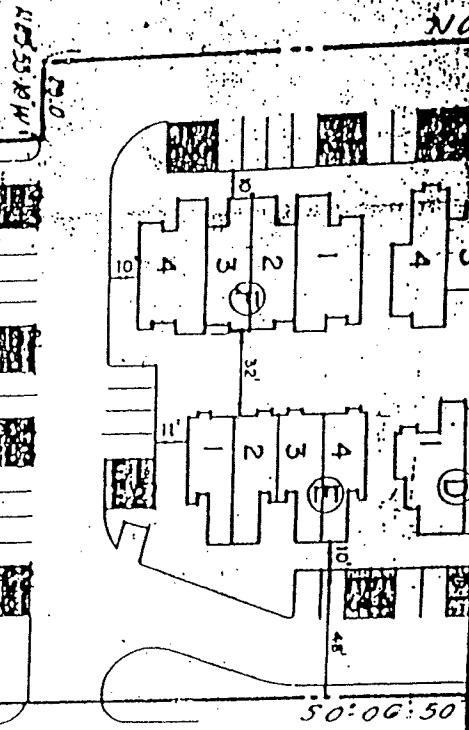
0069

1444-451

2-28-88

NO

No. 0050E 170.01



CUSTER

Vol. 2-28-70
Vol 1444 per 4-52

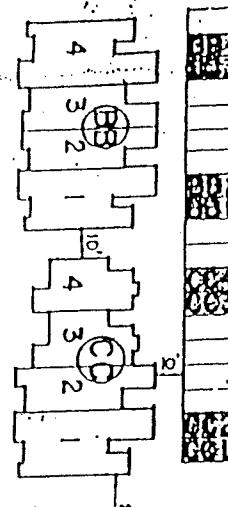
0070

COVERED PARKING SPACE
LIMITED COMMON ELEMENT
APPURTENANT TO THE APARTMENT
RESERVED ON EXHIBIT
OTHERWISE DESIGNATED IN
ATTOR AND MASTER DE

NO. 0055000

0071

NO. 00500E 170.01



RUSTIC DRIVE

Page 1 of 9

50

CUST

"COVERED PARKING SPACES
LIMITED COMMON ELEMENT
APPURTENANT TO THE PROPERTY
DESIGNATED ON EXHIBIT
OTHERWISE DESIGNATED
ATTACHED AND MASTERSHEET

D	0
B	0
S	0

CUSTER

Vol. 2 file 70

Vol 1444 page 452

Vol. 2 file 71

Vol 1444 page 453

COVERED SACKS SPACES ARE
UNITED CIVIL ELEMENTS
APPERTAIN TO THE INVENTMENTS
DESIGNATED ON EXHIBIT 5 OR AS
OTHERWISE DESIGNATED IN THIS SPECI-
ALITION AND MASTER SHEET.

CUSTER

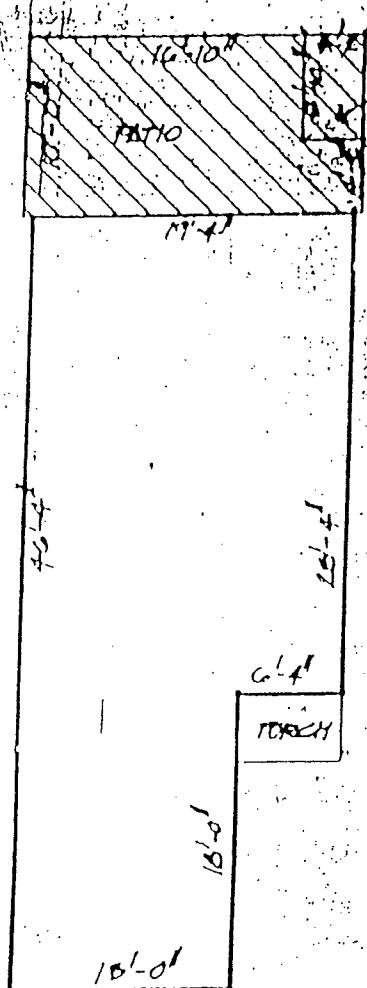
"COVERED PARKING SPACES ARE
LIMITED COMMON ELEMENTS
APPURTENANT TO THE APARTMENTS
DESIGNATED ON EXHIBIT "D" OR AS
OTHERWISE DESIGNATED IN THIS PECULIAR
ATION AND MASTER DEED."

SURVEY DATE	PHASE
WILLIAM FITZHUGH SURVEY ABS NO 308	1
PLANO, TEXAS	2
DONALD T. COOPER SURVEYOR	3
RECORDED 12-10-1980	4

0073

EXHIBIT C

VOL 1, PAGE 72
SUITE 1444, PAGE 154



UNIT "A"
(FLOOR PLAN)

MANUFACTURED 0-10-84

COLLIN GREENE CONDOMINIUMS

FLOOR PLAN UNIT TYPE "A" PHASE "I" SEE SURVEY PLAT FOR UNIT LOCATION.

BEDROOM / BATH APPROXIMATE SQ. FT. 845

BUILDING 1

UNIT NO. 14

ALL MEASUREMENTS ARE APPROXIMATE.

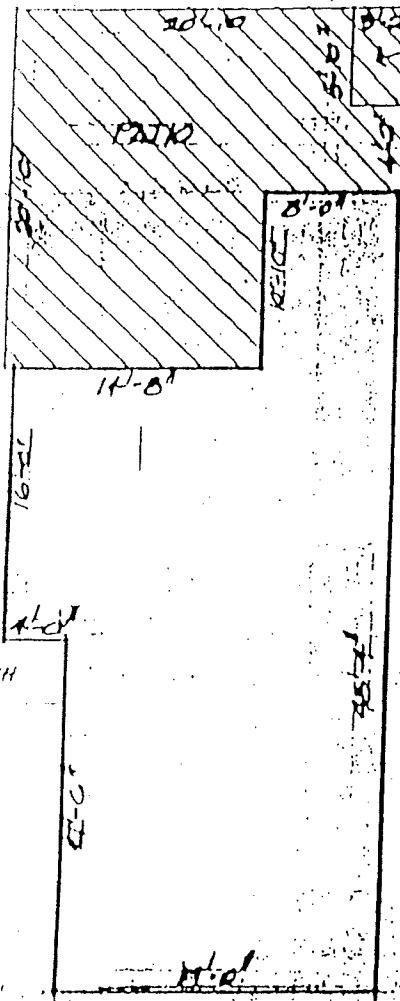
STORAGE AND PATIOS ARE LIMITED COMMON ELEMENTS APPURTEnant TO THE APARTMENTS TO WHICH THEY ARE ATTACHED.

SCALE 1/8" = 1'-0"

DATE 1-28-84

EXHIBIT "C"

va 1441 page 155
Vol. 44, Page 73



UNIT 8
(FLOOR PLAN)

MAR 10 1981

COLLIN GREENE CONDOMINIUMS

FLOOR PLAN UNIT TYPE 'D' PHASE 'I' SEE JOINTLY PLAT
FOR UNIT LOCATION
BEDROOMS / BATH APPROXIMATE SQ.FT. 935

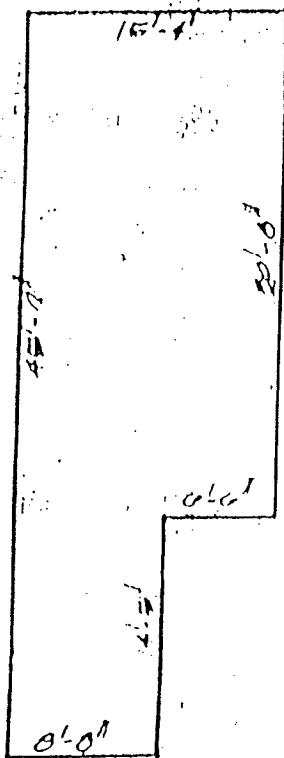
ALL STAIRS, ROOFS, ETC. APPROXIMATE
STORAGE AND PATIOS ARE LIMITED COMMON ELEMENTS APPURTEnant TO THE APARTMENTS TO WHICH THEY ARE ATTACHED.

SCALE 1:0 DATE 4-20-81

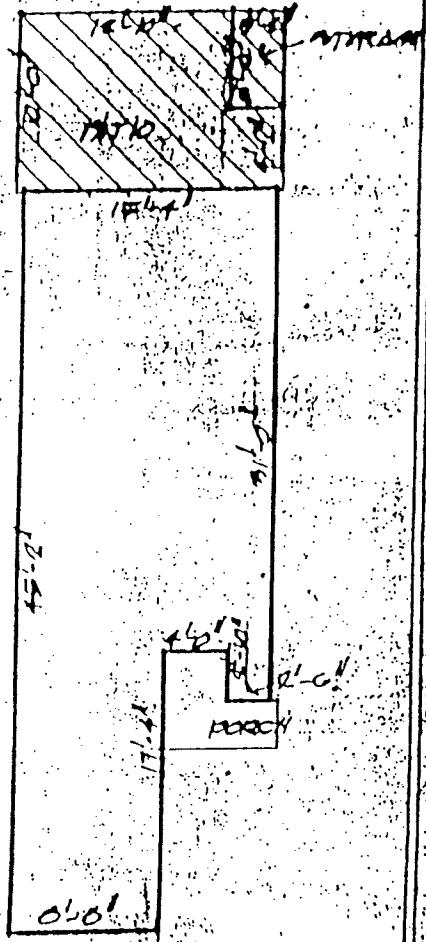
VOL.
EXHIBIT "C"

2/16/74

vol 1444 sec 456



SECOND FLOOR



FIRST FLOOR

UNIT C
(FLOOR PLANS)

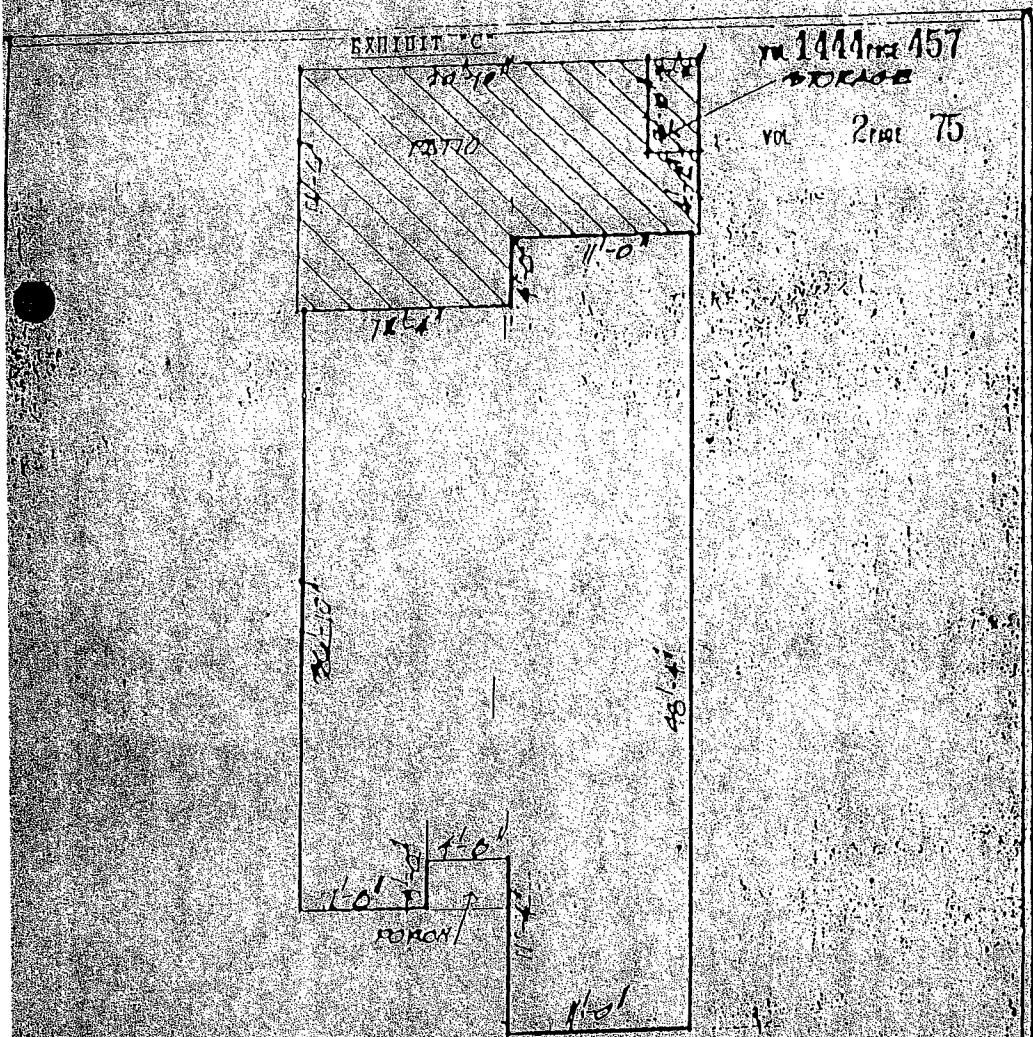
11/19/02 9:10 AM

COLLIN GREENE CONDOMINIUMS

PLAN UNIT TYPE "C" PHASE "C" SURVEY PLAN
BEDROOM BATH APPROXIMATE SQ.FT. 960

LODGING 10' x 11' 10' x 11'

MEASUREMENTS ARE APPROXIMATE
PORCHES AND PATIOS ARE LIMITED COMMON ELEMENTS
ATTACHED TO THE APARTMENTS TO WHICH THEY
SUBTENANT DATE 4/20/04



LOT 1
(Floor Plan)

REVISED 9-10-81

W. GOULD GREENE CONDOMINIUMS
FOR RENT UNIT TYPE KG PHASE 2 SURVEY NO. 1
ONE BEDROOM, ONE BATH APPROXIMATE SQ FT 1087

COMMON ELEMENTS ARE APPROXIMATE
PATIO AREAS ARE LIMITED COMMON ELEMENTS
ATTACHED TO THE APARTMENTS TO WHICH THEY

SCALE 1" = 1'-0" DATE 12/14/81

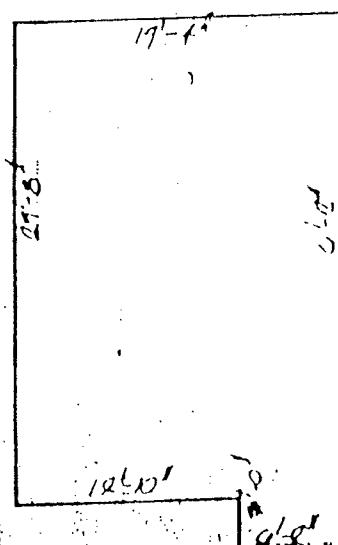
0077

EXHIBIT "C"

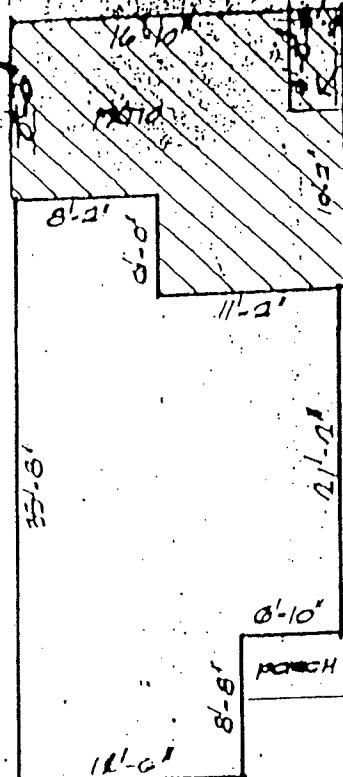
Vol 1414 no 458

2 Nov 78

STYLING



SECOND FLOOR



FIRST FLOOR

UNIT "E"
(FLOOR PLANS)

KENWOOD C. AD. 11

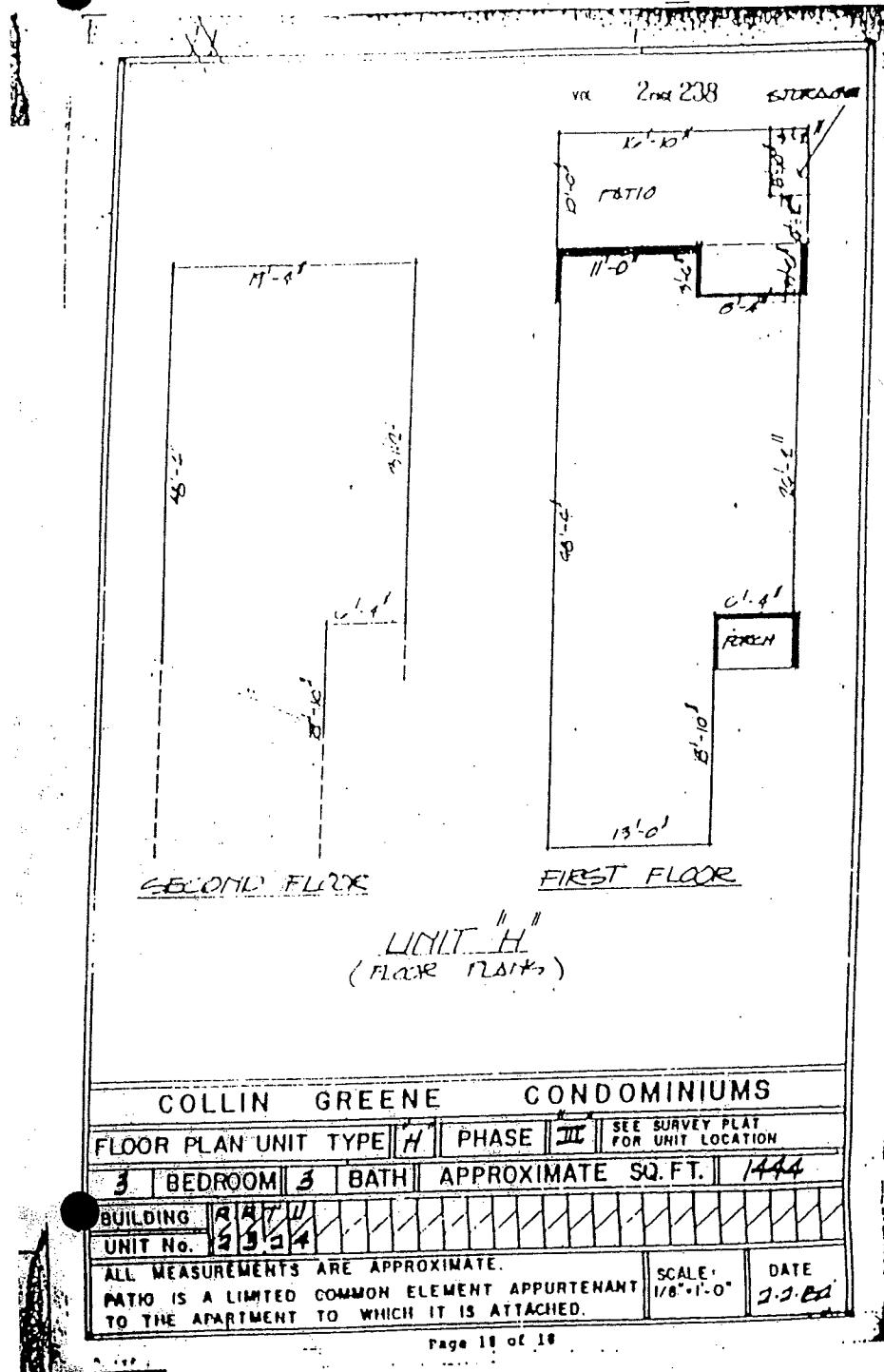
COLLIN GREENE CONDOMINIUMS

FLOOR PLAN UNIT TYPE "E" PHASE I SEE SURVEY PLATE FOR UNIT LOCATION
2 BEDROOM 2 1/2 BATH APPROXIMATE SQ.FT. 1024

BUILDING NO. 1000 EXISTING STATE

OTHER MEASUREMENTS ARE APPROXIMATE.
STORAGE AND PATIOS ARE LIMITED. COMMON ELEMENTS APPURTEGAN TO THE APARTMENTS TO WHICH THEY ARE ATTACHED.

SCALE 1/10 DATE 4/20/84



Andy Lee
Assy
DR 75221

7/11/77
7/11/77 12:57
7/11/77 12:57
The exit

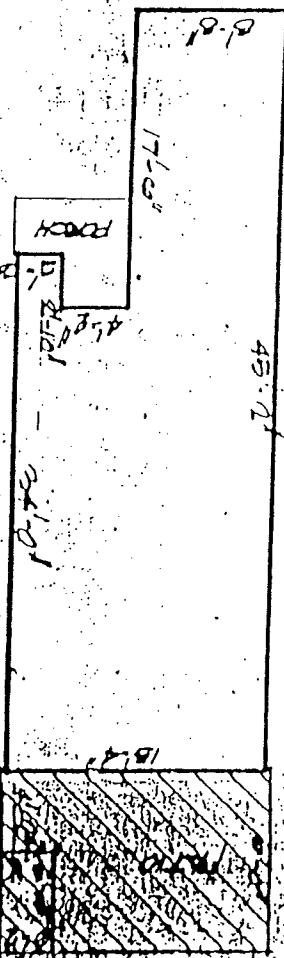
COLLIN GREEN GONDOM NUNS

NOV 2000 G-12-AI

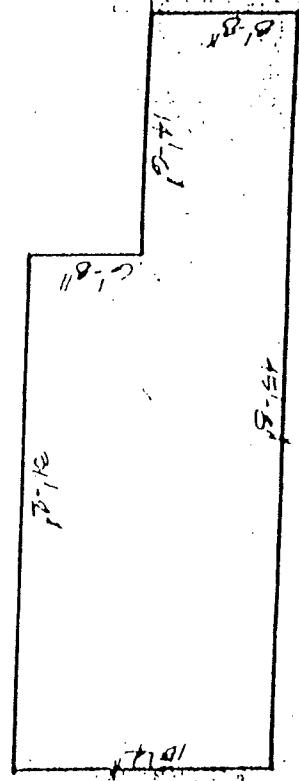
(PLATE MARKS)

UNIT F

FIRST FLOOR



SECOND FLOOR



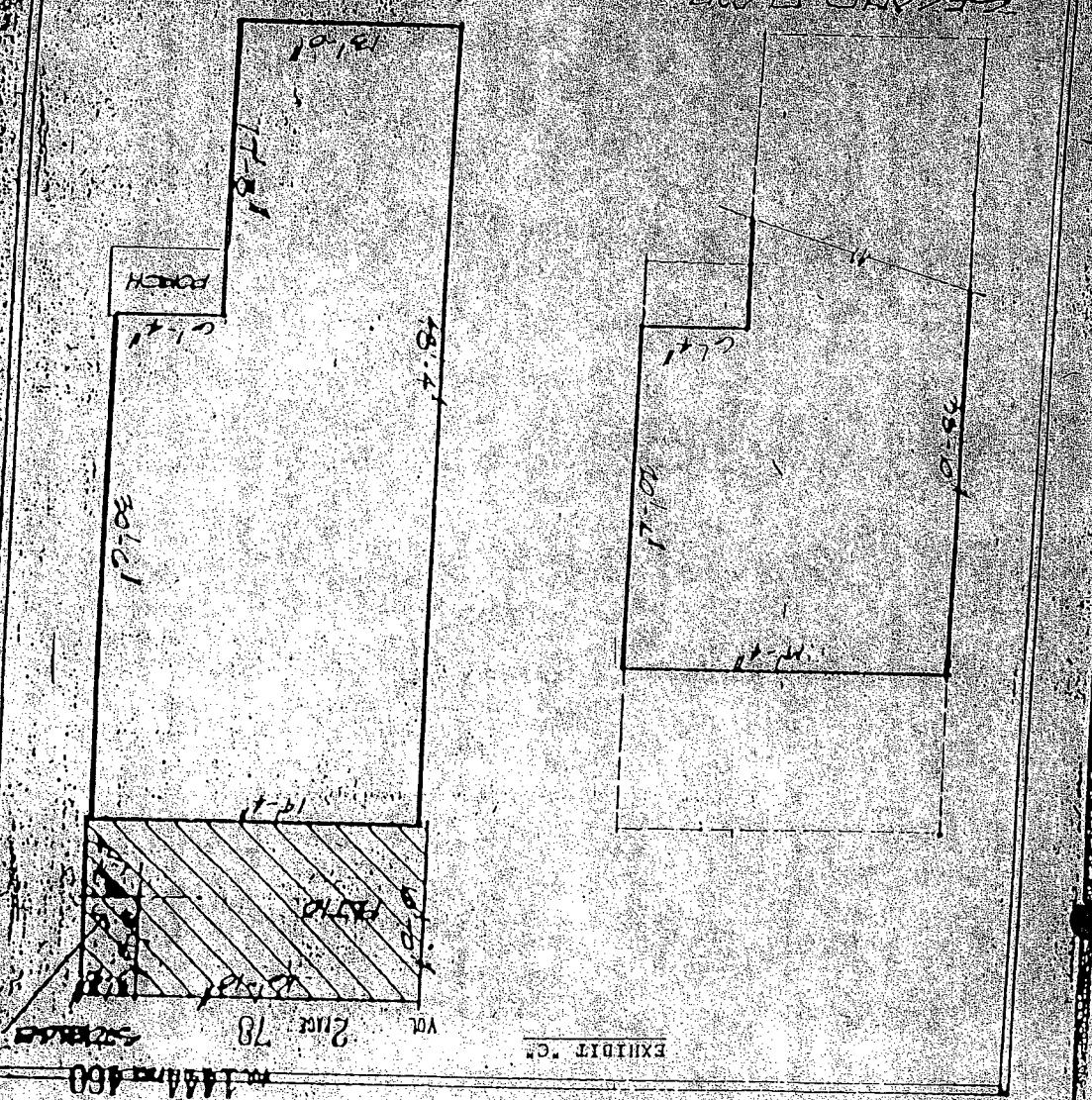
50

RAHIBIT C.

EXHIBIT C
 THE ATTACHED
 APPURTENANT TO THE APARTMENTS TO WHICH THEY
 SUBDIVIDED COMMON ELEMENTS ARE
 LOCATED AND ARE ATTACHED AS EXHIBIT C
 TO THE APARTMENTAL CONTRACT

THE ATTACHED CONTRACTS CONCERNING GROUND FLOOR

(Floor Plan)



MEASUREMENTS ARE APPROXIMATE		
BETWEEN AND PATTERNS ARE LIMITED COMMON ELEMENTS		
ATTACHED TO THE APARTMENT TO WHICH THEY		
DATE	1-1-0	1-1-0
TIME		
BEDROOM	BATH	APPROXIMATE SOFT
FOR PLANT UNIT	TYPE	PHASE
(TOMORROW LOCATION)		
COLLIN GREEN CONDOMINIUMS		
(NAME PLACE)		
RIGHT H		
FIRST FLOOR		
SECOND FLOOR		
VOL 14444 PAGE 79	VOL 14444 PAGE 79	PAGE 79
EXHIBIT C		
VOL 14444 PAGE 161		

0083

Pg 8a missing

END

RECEIVED
OCT 26 AM 9:56

DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

b7c
MD
DEPUTY

RETURN TO:
AMERICAN TITLE CO.
16475 DALLAS PARKWAY
SUITE 190
DALLAS, TEXAS 75248

AMENDMENTS

Vol 1500, lot 322

FIRST AMENDMENT TO DECLARATION AND MASTER DEED
FOR
COLLIN GREENE
13071

THIS FIRST AMENDMENT TO DECLARATION AND MASTER
DEED made this 21 day of April, 1982, by RALDOL CORPORA-
TION, a Nevada corporation, ("Developer")

M E M O R A N D U M

WHEREAS, Developer has heretofore executed a
certain Declaration and Master Deed for Collin Greene, dated
October 21, 1981 (the "Original Condominium Declaration"),
and recorded in Volume 2 at Page 1 of the Condominium Records
of Collin County, Texas, pursuant to the terms of which,
among other things, Developer established a condominium
project (the "Project") upon approximately 4.201 acres of
land situated in Collin County, Texas, and being more partic-
ularly described in the Condominium Declaration; and

WHEREAS, Developer has heretofore executed a
certain Supplementary Declaration and Master Deed for Collin
Greene, dated March 23, 1982 (the "Supplementary Declaration"),
and recorded in Volume 2 at Page 201 of the Condominium
Records of Collin County, Texas, pursuant to the terms of
which, among other things, Developer extended the terms of
the Original Condominium Declaration and the Project to
cover approximately 5.146 acres of land situated in Collin
County, Texas, and being more particularly described in the
Supplementary Declaration (the Original Condominium Declaration
and the Supplementary Declaration are referred to collectively
herein as the "Condominium Declaration"); and

WHEREAS, Section 8.06 of the Condominium Declaration
provides, in part, that Developer may, without the consent
of other Owners, amend the Condominium Declaration as required
by any institutional lender as a condition of making a loan
secured by an interest in a Condominium; and

va 1500ac 323

WHEREAS, Criterion Financial Corporation ("Criterion"),
an institutional lender requires that Developer amend page 3
of 10 (the "Original Page") of Exhibit "C" of the Supplementary
Declaration.

NOW, THEREFORE, Developer does hereby, upon the
recording hereof: (1) delete the provisions of the Original
Page and (2) amend the Condominium Declaration by substituting
in lieu thereof the page marked Addendum I, attached hereto
and made a part hereof for all purposes.

As amended hereby, the Condominium Declaration
shall continue in full force and effect in accordance with
its terms and provisions.

IN WITNESS WHEREOF, the undersigned have executed
this instrument on of the day and year first above written.

BALDOFF CORPORATION

By: *George H. Davis*
George H. Davis, Vice President

THE STATE OF TEXAS |
COUNTY OF DALLAS |

BEFORE ME, the undersigned authority, on this day
personally appeared George H. Davis, Vice President of
BALDOFF CORPORATION, a Nevada corporation, known to me to be
the person whose name is subscribed to the foregoing instrument,
and acknowledged to me that he executed the same for the
purposes and consideration therein expressed, in the capacity
therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 21st
day of January, 1982.

Ellen J. McLean
Notary Public in and for
Dallas County, Texas

SUPPLEMENTS

10105 vol 2nd 201

SUPPLEMENTARY DECLARATION AND MASTER DEED
FOR
COLLIN GREENE
PHASE II AND PHASE III

THIS SUPPLEMENTARY DECLARATION AND MASTER DEED made this
23 day of October, 1982, by RALDON CORPORATION, a
Nevada corporation;

W I T N E S S E T H :

WHEREAS, A certain Declaration and Master Deed for
Collin Greene Phase I (48 units), dated October 21, 1981,
(the "Condominium Declaration"), has been duly executed and
recorded in Volume 2 at Page 1 of the Condominium Records of
Collin County, Texas, pursuant to the terms of which, among
other things, a condominium project (the "Project") was
established upon approximately 4.281 acres of land ("Phase
I") situated in Collin County, Texas, and being more particu-
larly described in the Condominium Declaration; and

WHEREAS, Developer is the owner of a certain tract of
land adjacent to Phase I situated in the City of Plano,
Collin County, Texas, containing approximately 5.146 acres,
and being more particularly described on Exhibit "B", attached
hereto and made a part hereof for all purposes (the "Additional
Property"); and

WHEREAS, Section 2.09 of the Condominium Declaration
provides, in part, that Developer may, without the consent of
any Owner, at any time prior to May 30, 1986, add the Additional
Property and any improvements thereon to the Project and to
the concept of the Condominium Declaration by filing of
record a Condominium Plan for the Additional Property and a
Supplementary Declaration and Master Deed, which shall extend
the concept of the covenants, conditions and restrictions of
the Condominium Declaration to the Additional Property; and

WHEREAS, Section 2.09 of the Condominium Declaration
further provides that upon the filing of the Condominium Plan
and the Supplementary Declaration and Master Deed for the
Additional Property, the percentage ownership in the Common
Elements (as defined in the Condominium Declaration) relating
to each Apartment (also as defined in the Condominium Declara-
tion) shall be adjusted in accordance with Section 2.09 to
be as set forth on Exhibit "D", attached hereto and made a
part hereof for all purposes; and

WHEREAS, Developer desires to hereby add the Additional
Property and any improvements thereon to the Project and to
the concept of the Condominium Declaration.

NOW, THEREFORE, Developer does hereby, upon the recording
hereof, add the Additional Property and any improvements
thereon to the Project and to the concept of the Condominium
Declaration, and the concept of the covenants, conditions
and restrictions of the Condominium Declaration is hereby
extended to the Additional Property.

Leave IN Base

3-30-82

0084

2/201

va 2nd 202

The Condominium Plan for the Additional Property is attached hereto as Exhibit "C", and made a part hereof for all purposes, and such Condominium Plan is hereby included within the definition of "Plan" in the Condominium Declaration for all purposes thereof.

In accordance with Section 2.09 of the Condominium Declaration, the percentage ownership in the Common Elements (as defined in the Condominium Declaration) relating to each Apartment shall hereafter be as set forth on Exhibit "D".

As supplemented hereby, the Condominium Declaration shall continue in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

RALDON CORPORATION

By: 
George H. Davis, Vice President

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared George H. Davis, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President of RALDON CORPORATION, a Nevada corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd
day of November, 1982.



George M. Mettler
Notary Public In and for
Dallas County, Texas

Grantor's Address Is:

Raldon Corporation
16901 Dallas Parkway
Suite 110
Dallas, Texas 75248

EXHIBIT "B"

Additional Property

BEING a tract of land situated in the William Fitzhugh Survey, Abstract No. 308; City of Plano, Collin County, Texas, and being part of the original 69.73 acre tract of land conveyed to W. M. Hunt as recorded in Volume 675 at Page 384 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the South Line of Park Blvd. (a 100' R.O.W.), with the East line of Rustic Drive (a 50' R.O.W.);

THENCE S 89° 55' 30" E, along said South line of Park Blvd., a distance of 48.0 feet;

THENCE S 19° 43' 14" E, leaving said South line of Park Blvd., a distance of 101.14 feet to the PLACE OF BEGINNING a point for corner;

THENCE N 73° 10' E, a distance of 192.88 feet to a point for corner;

THENCE S 89° 55' 30" E, a distance of 257.0 feet to the beginning of a curve to the right, having a central angle of 90° 02' 20" and a radius of 20.0 feet, a point for corner;

THENCE in a Southeasterly direction and around said curve, a distance of 31.43 feet to end of said curve, a point for corner;

THENCE S 0° 06' 50" W, a distance of 467.98 feet to a point for corner;

THENCE S 89° 53' 10" E, a distance of 29.0 feet to a point for corner;

THENCE S 0° 06' 50" W, a distance of 178.01 feet to a point for corner;

THENCE S 38° 49' 35" W, a distance of 2.42 feet to a point for corner;

THENCE N 72° 57' 56" W, a distance of 204.31 feet to a point for corner;

THENCE N 60° 01' 20" W, a distance of 178.92 feet to a point for corner;

THENCE N 14° 27' 41" W, a distance of 85.12 feet to a point for corner;

THENCE N 2° 36' 10" W, a distance of 187.21 feet to a point for corner;

THENCE N 30° 01' 45" W, a distance of 201.12 feet to a point for corner;

THENCE N 19° 43' 14" W, a distance of 20.86 feet to the PLACE OF BEGINNING and containing 5.146 acres of land.

Apartment No.	Type	Individual Percentage Interest	Approximate Square Footage	Parking Space
A-1	X	.8237	1334	A-1
A-2	H	1.0899	1444	A-2
A-3	X	1.0899	1444	A-3
A-4	X	.9237	1037	A-4
B-1	B	.7057	935	B-1
B-2	C	.7411	982	B-2
B-3	O	.9781	1202	B-3
B-4	A	.6362	843	B-4
C-1	D	.7826	1037	C-1
C-2	F	.9449	1282	C-2
C-3	X	.9237	1224	C-3
C-4	X	1.0899	1444	C-4
D-1	B	.7057	935	D-1
D-2	C	.7411	982	D-2
D-3	O	.9781	1202	D-3
D-4	X	1.0899	1444	D-4
E-1	C	.7411	982	E-1
E-2	F	.9449	1282	E-2
E-3	X	.9449	1282	E-3
E-4	C	.7411	982	E-4
F-1	D	.7826	1037	F-1
F-2	F	.9449	1282	F-2
F-3	F	.9449	1282	F-3
F-4	D	.7826	1037	F-4
G-1	D	.7826	1037	G-1
G-2	F	.9449	1282	G-2
G-3	X	.9237	1224	G-3
G-4	H	1.0899	1444	G-4
H-1	O	.9781	1202	H-1
H-2	H	1.0899	1444	H-2
H-3	H	1.0899	1444	H-3
H-4	O	.9781	1202	H-4
I-1	D	.7057	935	I-1
I-2	O	.9781	1202	I-2
I-3	C	.7411	982	I-3
I-4	A	.6362	843	I-4
J-1	D	.7826	1037	J-1
J-2	F	.9449	1282	J-2
J-3	X	.9237	1224	J-3
J-4	X	1.0899	1444	J-4
K-1	B	.7057	935	K-1
K-2	D	.7826	1037	K-2
K-3	D	.7826	1037	K-3
K-4	R	.7057	935	K-4
L-1	D	.7826	1037	L-1
L-2	F	.9449	1282	L-2
L-3	F	.9449	1282	L-3
L-4	D	.7826	1037	L-4
M-1	B	.7057	935	M-1
M-2	O	.9781	1202	M-2
M-3	C	.7411	982	M-3
M-4	A	.6362	843	M-4
N-1	O	.9781	1202	N-1
N-2	H	1.0899	1444	N-2
N-3	H	1.0899	1444	N-3
N-4	O	.9781	1202	N-4
O-1	D	.7057	935	O-1
O-2	O	.9781	1202	O-2
O-3	C	.7411	982	O-3
O-4	A	.6362	843	O-4
P-1	C	.7411	982	P-1
P-2	F	.9449	1282	P-2
P-3	F	.9449	1282	P-3
P-4	C	.7411	982	P-4
Q-1	B	.7057	935	Q-1
Q-2	O	.9781	1202	Q-2
Q-3	C	.7411	982	Q-3

No.		Percentage Interest	Time Fuctage	Space
Q-4	A	.6362	843	Q-4
R-1	G	.9751	1298	R-1
R-2	H	1.0899	1444	R-2
R-3	H	1.0899	1444	R-3
R-4	G	.9751	1298	R-4
S-1	D	.7826	1037	S-1
S-2	D	.7826	1037	S-2
S-3	B	.7087	938	S-3
S-4	B	.7087	938	S-4
T-1	G	.9751	1298	T-1
T-2	H	1.0899	1444	T-2
T-3	D	.7826	1037	T-3
T-4	D	.7087	938	T-4
U-1	F	.9449	1268	U-1
U-2	F	.9449	1262	U-2
U-3	K	.9237	1224	U-3
U-4	M	1.0899	1444	U-4
V-1	X	.9237	1224	V-1
V-2	K	.9237	1224	V-2
V-3	K	.9237	1224	V-3
V-4	X	.9237	1224	V-4
W-1	A	.6362	843	W-1
W-2	K	.9237	1224	W-2
W-3	K	.9237	1224	W-3
W-4	A	.6362	843	W-4
X-1	B	.7087	938	X-1
X-2	D	.7826	1037	X-2
X-3	D	.7826	1037	X-3
X-4	B	.7087	938	X-4
Y-1	K	.9237	1224	Y-1
Y-2	K	.9237	1224	Y-2
Y-3	K	.9237	1224	Y-3
Z-1	K	.9237	1224	Z-1
Z-2	K	.9237	1224	Z-2
Z-3	K	.9237	1224	Z-3
AA-1	G	.9751	1292	AA-1
AA-2	H	1.0899	1444	AA-2
AA-3	X	1.0899	1444	AA-3
AA-4	O	.9751	1292	AA-4
BB-1	D	.7826	1037	BB-1
BB-2	F	.9449	1262	BB-2
BB-3	F	.9449	1262	BB-3
BB-4	D	.7826	1037	BB-4
CC-1	D	.7826	1037	CC-1
CC-2	F	.9449	1262	CC-2
CC-3	L	.9237	1224	CC-3
CC-4	F	.9237	1224	CC-4

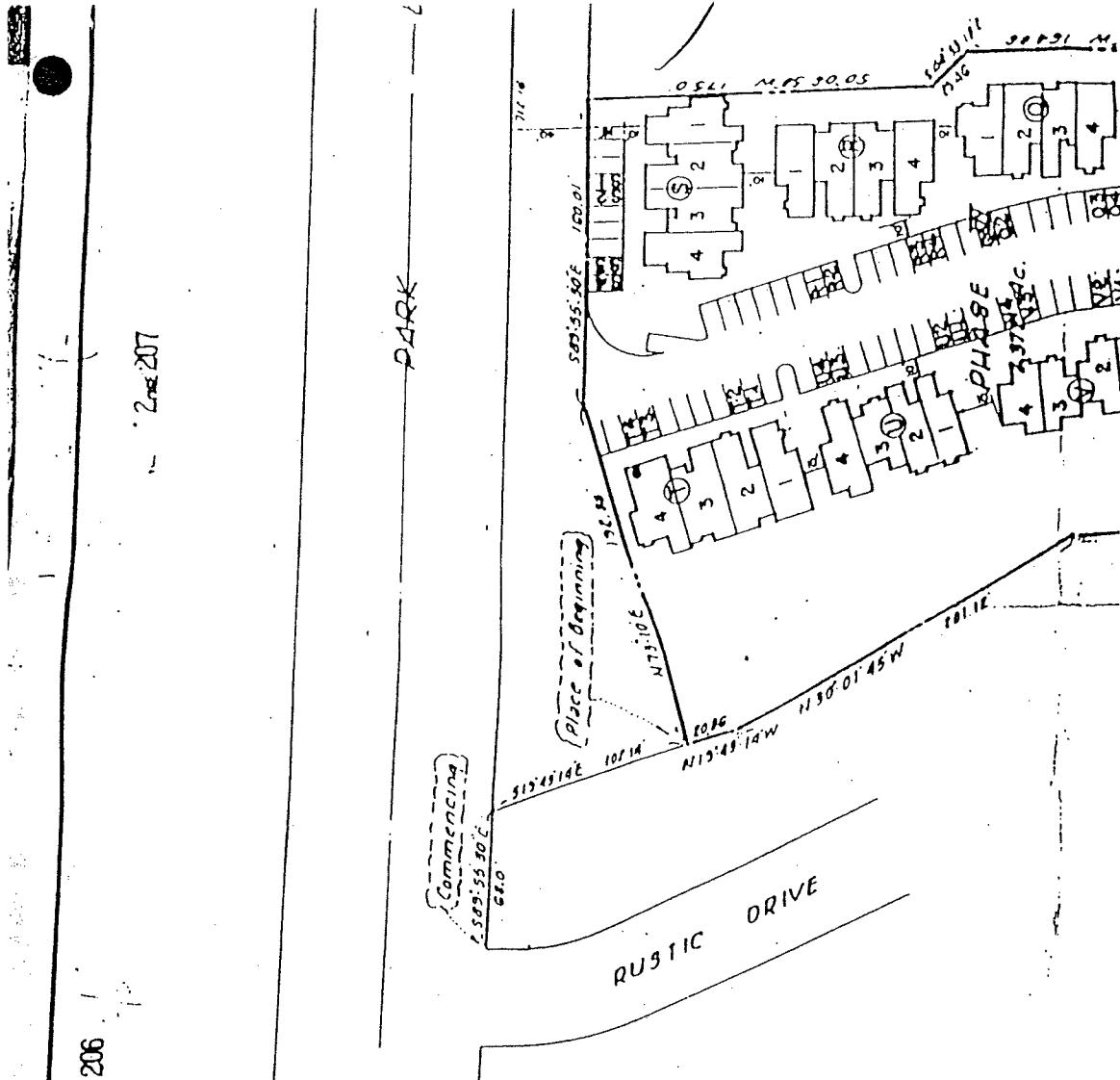
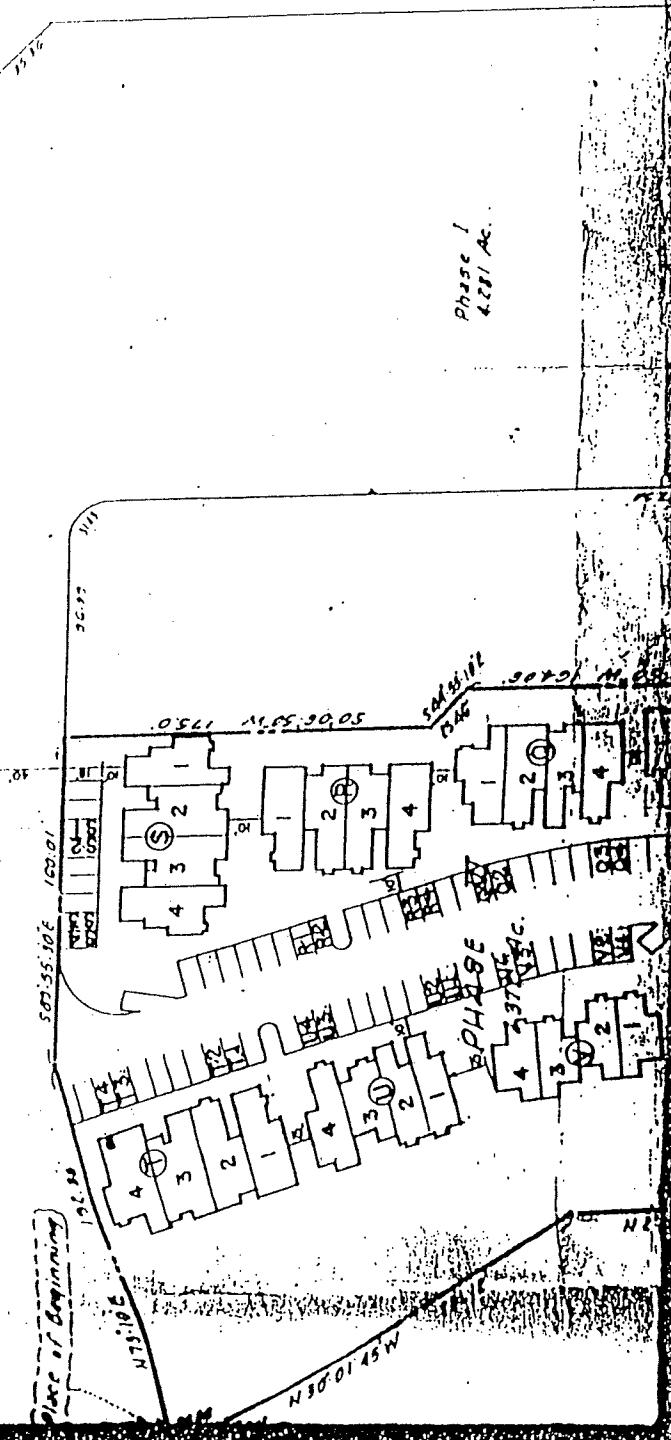


Exhibit 30
Site Plan

ra 2000 208

PARK BLOCK



00000

209
 208
 207 MAR 30 AM 8:27
 ALLEN CO. SURVEYOR'S OFFICE
 1000
 1000

FIELD NOTES

PHASE III

BEING a tract of land situated in the ~~William~~ ^{William} ~~Tipton~~ ^{Tipton} Sur
 Collin County, Texas, and being part of the original 69.71 acre
 as recorded in Volume 815 at Page 384 of the Deed Records of Col
 particularly described as follows:

DILENCE at the intersection of the South line of 1st
 line Rustic Drive (150' R.O.W.);
 DILENCE S 89° 55' 20" E, along said South line of 2nd line;
 DILENCE S 19° 42' 14" E, leaving said South line of 2nd line
 point of beginning, a point for corner;
 DILENCE E 73° 10' 40" E, a distance of 192.58 feet to 1st
 DILENCE S 89° 55' 20" E, a distance of 150.01 feet to 2nd
 DILENCE S 0° 06' 20" N, a distance of 115.0 feet to 3rd
 DILENCE S 44° 52' 10" E, a distance of 25.46 feet to 1st
 DILENCE S 0° 06' 50" N, a distance of 164.06 feet to 2nd
 DILENCE N 89° 52' 10" W, a distance of 55.65 feet to 1st
 DILENCE S 75° 30' N, a distance of 187.52 feet to 2nd
 DILENCE N 27° 36' 10" W, a distance of 154.68 feet to 3rd
 DILENCE N 30° 01' 45" W, a distance of 201.12 feet to 1st
 corner of land.

SURFACE IS CLEAR
 DR. DON A. TIPTON do hereby certify that the plot was
 off and the ground surveyed under my direction and upon
 there being no encroachments, conflicts, protrusions, or other

Phase I
 4281 AC.

0091

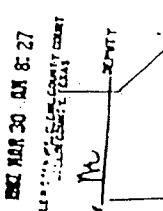
4281 AC.

FILED

RECEIVED
CLERK'S OFFICE
COLLEGE STATION, TEXAS

2-209

MAR 30 AM 8:27



FIELD NOTES

PHASE III

ML 2-210

Block 4 tract of land situated in the William Fitcham Survey, Abstract No. 208, City of Plano, Collin County, Texas, and being part of the original 59.73 acre tract of land conveyed to W. H. Hunt, as recorded in Volume 375 at Page 184 in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the South line of Part 31 (i.e., 100' 2.04'), with the East line of Rustic Drive (a 50' R.O.W.);

FENCE S 39° 55' 20" E, along said South line of Part 31 (i.e., a distance of 32.0 feet);

FENCE S 19° 42' 14" E, leaving said South line of Part 31 (i.e., a distance of 100.14 feet) to the

place of BEGINNING, a point for corner;

FENCE N 73° 13' E, a distance of 132.33 feet to a point for corner;

FENCE S 39° 55' 20" E, a distance of 160.01 feet to a point for corner;

FENCE S 0° 06' 10" W, a distance of 175.0 feet to a point for corner;

FENCE S 44° 53' 10" E, a distance of 25.46 feet to a point for corner;

FENCE S 0° 06' 50" W, a distance of 164.06 feet to a point for corner;

FENCE N 89° 53' 10" W, a distance of 65.35 feet to a point for corner;

FENCE S 75° 20' W, a distance of 187.52 feet to a point for corner;

FENCE N 2° 36' 10" W, a distance of 154.58 feet to a point for corner;

FENCE N 30° 01' 45" W, a distance of 201.12 feet to a point for corner;

FENCE N 19° 42' 14" W, a distance of 20.36 feet to the PLACE OF BEGINNING and containing 2.372 acres of land.

SURVEYOR'S CERTIFICATE

I, DON A. TIPTON, do hereby certify that the plat shown heron accurately represents the results of an on-the-ground survey made under my direction and supervision and all corners are as shown thereon. There are no encroachments, conflicts, protrusions, or visible utilities on the ground except as shown.

DON A. TIPTON, Registered Land Surveyor
State of Texas
#135
EX-100

046

0092

RUSTIC DRIVE

RUSTIC

100' x 100'

24' 5"

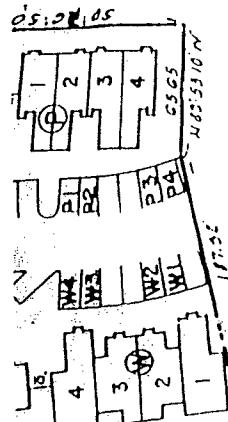
101' 7"

33' 2"

Phase II
2.772 AC.

1131

1131



2-211

2-213

100' x 100'

2-212

51' 0" x 105'

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

17' 3"

5' 7 1/2"

136'-10" 138'-6"

0093

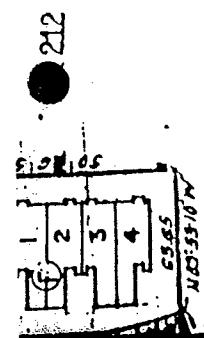
E
COODI

COMMON PARCELS
COMMON BOUNDARY
THE AMOUNTS
15' OR AS OTHER.
DECLARATION IN

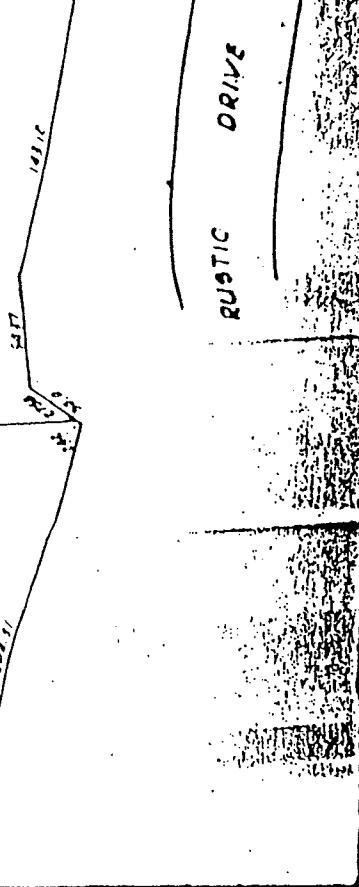


CUTTER

RA 212



Phase II
2.770 ac.



CONDOMINIUM PLAN

2-214

2-213

COMMON PARKING SPACES ARE LIMITED
TO THE APARTMENTS DESIGNATED ON EXHIBIT
10' OR AS OTHERWISE DESIGNATED IN THIS
DECLARATION AND HANDBOOK.

CUTTER

DRIVE

SURVEY PLAT

9-9-85
PHASE III

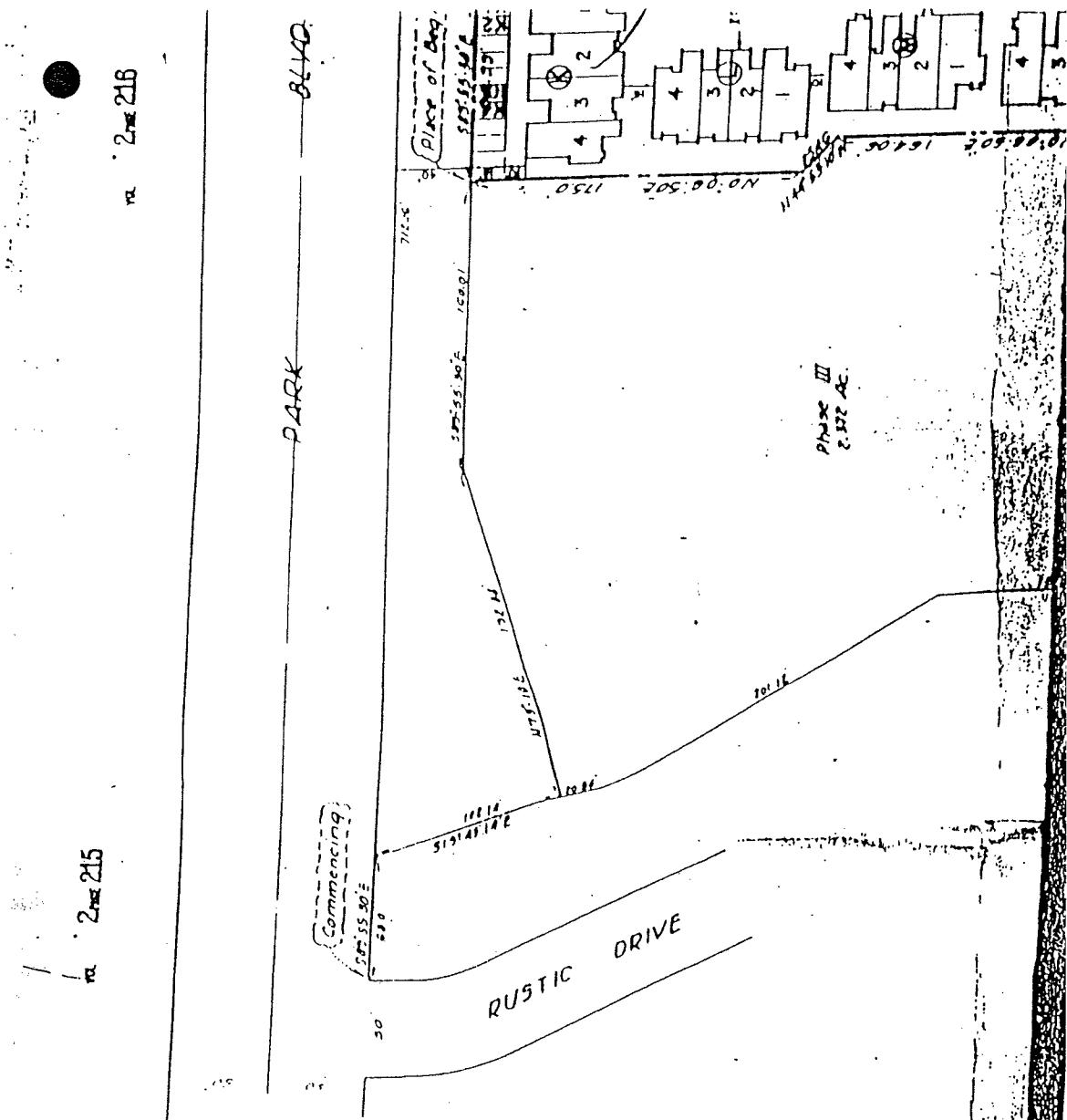
0095

SPURDED PARKING SPACES ARE LIMITED
COMMON ELEMENTS AND ATTENANT TO
THE APARTMENTS DESIGNATED ON EXHIBIT
15' OR AS OTHERWISE DESIGNATED IN THIS
DECLARATION AND WARRANTY DEED.

5.9.82
PHASE III

SURVEY PLAT						
WILLIAM FITZHUGH SURVEY A&ST. NO. 308						
PLANO, COLLIN COUNTY, TEXAS						
Don A. Tipton, Inc.	Consulting Engineers					
15600 LBJ Freeway	Garland, Texas 75041					
DRAWN	DATED	SCALE	ADJUSTED	FILED	RECORDED	CERTIFIED
DAZ	March 23, 1982	1:1000				
Inc.						

0097



2-216

2-215

2-214

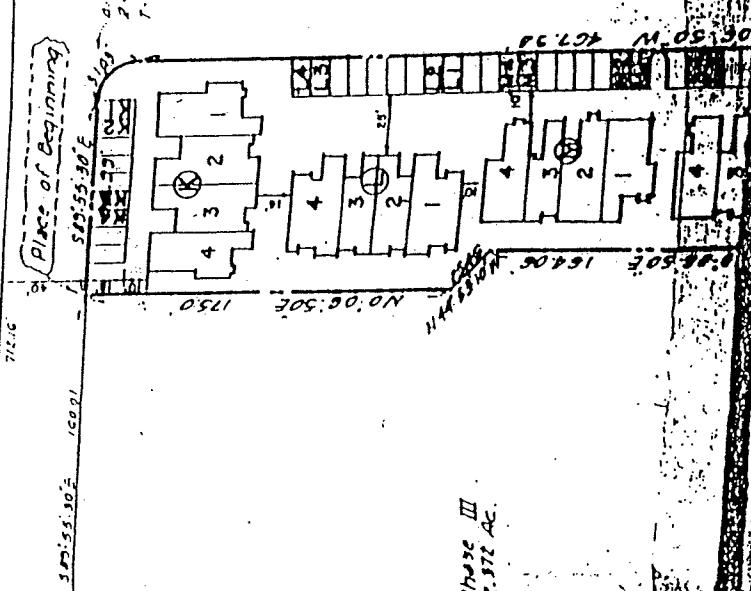
8640

Phase III

2.572 Ac.

Phase I
4.371 Ac.

Road



PARK 8640

No. 2416

FILE

SER. X-20 AX 3-27

RECEIVED
MAY 1971

RECEIVED
MAY 1971

RECEIVED
MAY 1971

FIELD NOTES

Phase II

FILING a tract of land situated in the Village Fitzroy Survey, No. 1, Collin County, Texas, and being part of the original 69.73 acre tract as recorded in Volume 875 at Page 284 of the Deed Records of Collin County, particularly described as follows:

BOUNDING at the intersection of the South line of Part Blvd., 1/4 mile of Rustic Drive (a 50' 20' w.);

THENCE S 39° 55' 20" E, along said South line of Part Blvd., 1/4 mile;

THENCE N 19° 43' 14" E, bearing said South line of Part Blvd., 1/4 mile;

THENCE N 73° 10' E, a distance of 132.38 feet;

THENCE S 39° 55' 20" E, a distance of 150.01 feet to the place of beginning;

THENCE S 28° 55' 20" E, a distance of 36.99 feet to the beginning, bearing a central angle of 90° 32' 20" and a radius of 20.0 feet, a point;

THENCE in a Southeastly direction and around said curve, a distance of 100' E, a point for corner;

THENCE S 0° 06' 53" N, a distance of 467.98 feet to a point for corner;

THENCE S 89° 53' 10" E, a distance of 29.0 feet to a point for corner;

THENCE S 0° 06' 53" N, a distance of 178.01 feet to a point for corner;

THENCE S 28° 49' 25" N, a distance of 2.42 feet to a point for corner;

THENCE N 72° 57' 54" N, a distance of 204.31 feet to a point for corner;

THENCE N 60° 01' 25" N, a distance of 178.92 feet to a point for corner;

THENCE N 14° 27' 41" N, a distance of 35.12 feet to a point for corner;

THENCE N 2° 26' 10" N, a distance of 32.53 feet to a point for corner;

THENCE N 75° 30' E, a distance of 187.52 feet to a point for corner;

THENCE S 89° 53' 10" E, a distance of 65.65 feet to a point for corner;

THENCE N 0° 06' 50" E, a distance of 164.06 feet to a point for corner;

THENCE N 44° 52' 10" N, a distance of 25.46 feet to a point for corner;

THENCE N 0° 06' 50" E, a distance of 175.0 feet to the place of return of land.

SURVEYOR'S CERTIFICATE

I, DON A. TIPPA, do hereby certify that the plot whom herein of all the ground survey made under my direction and supervision of there are no encroachments, conflicts, preservations, or visible utility.

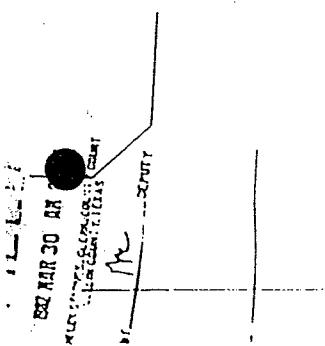
Don A. Tippa

ROAD

Phase I
2.251 Ac.

0099

4 L. E. T. 1
BZ MRR 30 DR
MURKIN SURVEYING CO., INC.
1/1



PLAT SHEET NO. 1

PHASE II

BEING tract of land situated in the William Fitt High Survey, Abstract No. 208, City of Plano, Collin County, Texas, and being part of the original 69.73 acre tract of land conveyed to W. H. Hunt as recorded in Volume 875 at Page 384 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the Intersection of the South line of Part 31rd. (a 100' R.O.W.), with the East line of Austin Drive (a 50' R.O.W.);
THENCE S 39° 55' 20" E, along said South line of Part 31rd., a distance of 50.0 feet;
THENCE S 19° 43' 14" E, leaving said South line of Part 31rd., a distance of 102.14 feet;
THENCE N 72° 10' E, a distance of 192.38 feet;
THENCE S 39° 55' 20" E, a distance of 160.01 feet to the PLACE OF BEGINNING, a point for corner;
THENCE S 39° 55' 20" E, a distance of 96.98 feet to the beginning of a curve to the right,
bearing a central angle of 90° 02' 25" and a radius of 20.0 feet, a point for corner;
THENCE in a Southwesterly direction and around said curve, a distance of 31.42 feet to end of
said curve, a point for corner;
THENCE S 9° 36' 50" W, a distance of 467.38 feet to a point for corner;
THENCE S 39° 52' 10" E, a distance of 29.0 feet to a point for corner;
THENCE S 0° 06' 50" W, a distance of 178.01 feet to a point for corner;
THENCE S 38° 49' 25" W, a distance of 2.42 feet to a point for corner;
THENCE N 72° 57' 54" W, a distance of 204.31 feet to a point for corner;
THENCE N 80° 01' 20" W, a distance of 178.92 feet to a point for corner;
THENCE N 14° 27' 41" W, a distance of 25.12 feet to a point for corner;
THENCE N 2° 36' 10" W, a distance of 32.33 feet to a point for corner;
THENCE N 75° 30' E, a distance of 187.52 feet to a point for corner;
THENCE S 39° 53' 10" E, a distance of 65.65 feet to a point for corner;
THENCE N 0° 06' 50" E, a distance of 164.06 feet to a point for corner;
THENCE N 44° 53' 10" W, a distance of 25.46 feet to a point for corner;
acres of 1.04.

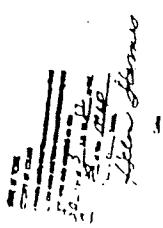
SURVEYOR'S CERTIFICATE

I, DON A. TIPTON, do hereby certify that the plat shown herein accurately represents the results of an on-the-ground survey made under my direction and supervision and all corners are as shown therein. There are no encroachments, conflicts, protrusions, or visible utilities on the ground surface as shown.

Don A. Tipton

EXHIBIT "C"
CONDOMINIUM PLAN

RE 2nd 950



COVERED PARKING SPACES ARE
LIMITED COMMON ELEMENTS
APPURTENANT TO THE APARTMENTS
DESIGNATED ON EXHIBIT "D" OR AS
OTHERWISE DESIGNATED IN THIS
DECLARATION AND MASTER DEED.



CUSTOMER

B-10-A
D-1-G-8
CLASS C
PHASE II
SURVEY PLAT
WILLIAM FITZHUGH SURVEY ABST NO. 300
PLANO - COLLIN COUNTY TEXAS
DAN A. TIEBER, Inc. Consulting Engineers

COPUNDUMINIUM PLAN

200 222

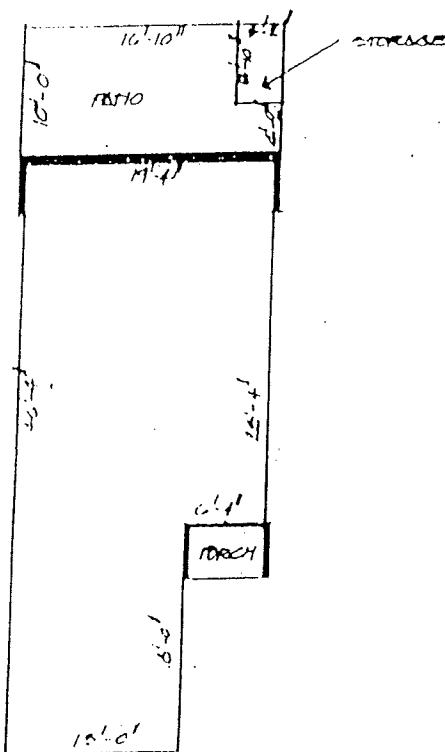


COVERED PARKING SPACES ARE
APARTMENTED COMMON ELEMENTS
APPURTENANT TO THE APARTMENTS
DESIGNATED ON EXHIBIT D OR AS
OTHERWISE DESIGNATED IN THIS
DECLARATION AND MASTER DEED.

REVISED	B-10-4	5-6-81	CLASS C		
PHASE II					
SURVEY PLAT					
WILLIAM FITZHUGH SURVEY 20ST NO. 300					
PLANO, COLLIN COUNTY TEXAS					
Don A. Tipton, Inc. Consulting Engineers					
13600 LBJ Freeway Garland, Texas 75041					
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE NO.
Q.A.T. INC.	9-6	March 25 1981	1:50	db.	07/16 G-1000
PLAT 1 of 14					
222-1					

CUSTODIAN

ra 2nd 223



UNIT "A"
(FLR 1ST)

COLLIN GREENE CONDOMINIUMS

FLOOR PLAN UNIT TYPE "A" PHASE II SEE SURVEY PLAT FOR UNIT LOCATION

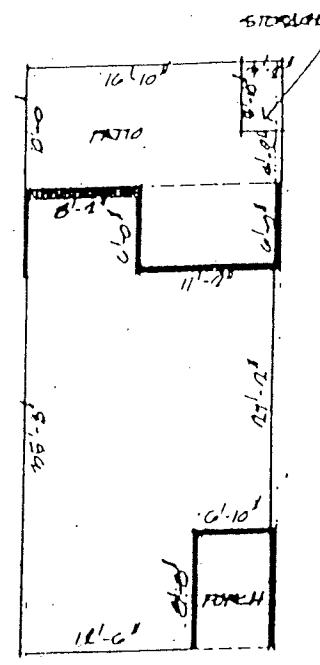
1 BEDROOM / 1 BATH APPROXIMATE SQ.FT. 843

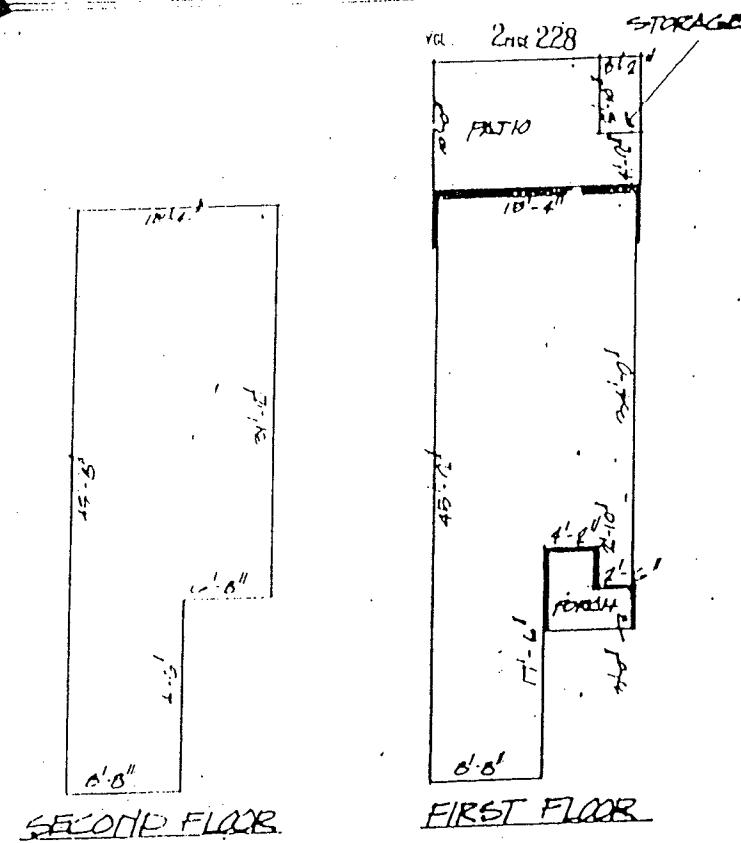
BUILDING M9
UNIT NO. 144

ALL MEASUREMENTS ARE APPROXIMATE
PATIO IS A LIMITED COMMON ELEMENT APPURTEHANT
TO THE APARTMENT TO WHICH IT IS ATTACHED

SCALE 1/8"=1'-0" DATE 11-1-81

VOL 2nd 227



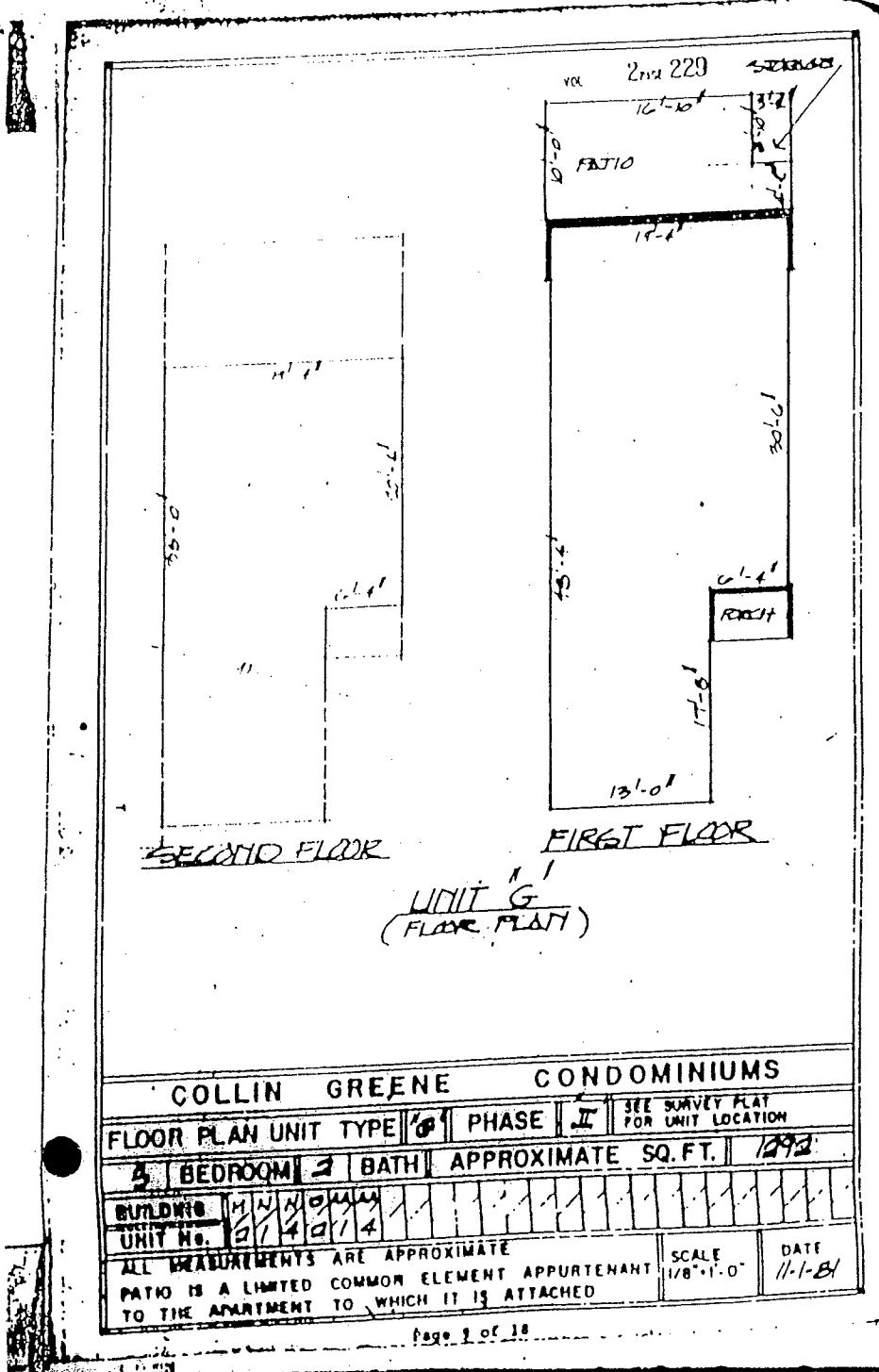


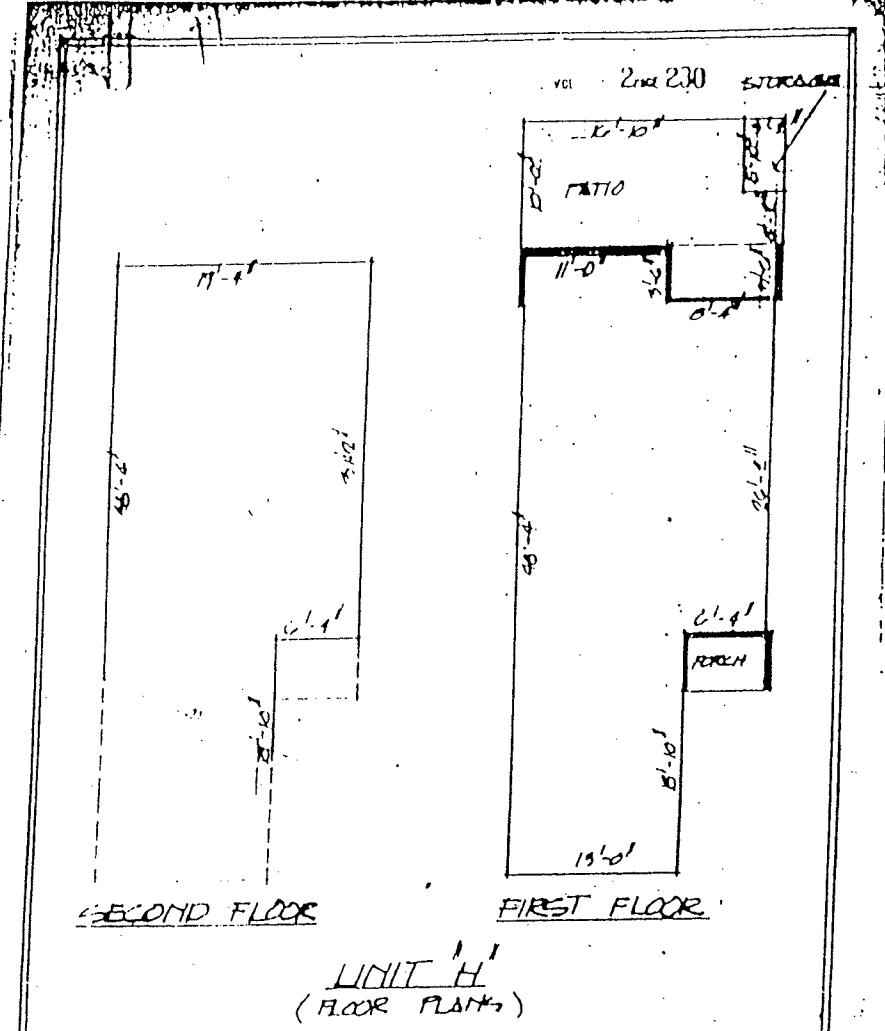
SECOND FLOOR

FIRST FLOOR

UNIT 'F'
(FLOR PLANS)

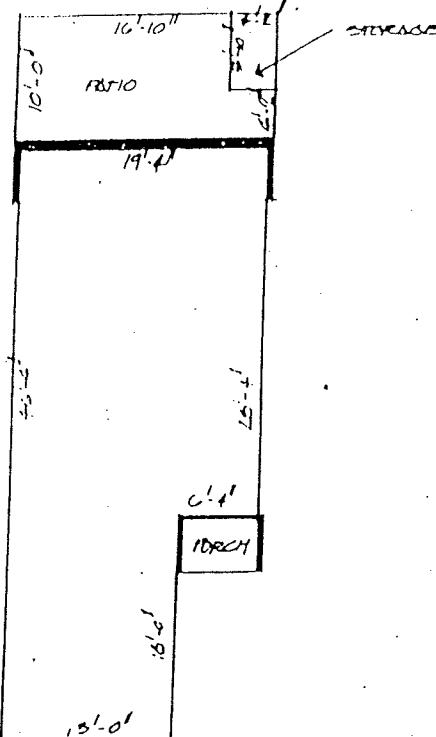
COLLIN GREENE CONDOMINIUMS			
FLOOR PLAN UNIT. TYPE		PHASE	SEE SURVEY PLAT FOR UNIT LOCATION
2	BEDROOM	2 1/2 BATH	APPROXIMATE SQ. FT. 1282
BUILDING	L	L	
UNIT No.	13		
ALL MEASUREMENTS ARE APPROXIMATE.			
PATIO IS A LIMITED COMMON ELEMENT APPURTELLANT TO THE APARTMENT TO WHICH IT IS ATTACHED.			
SCALE	1/8 = 1'-0"	DATE	11-1-81





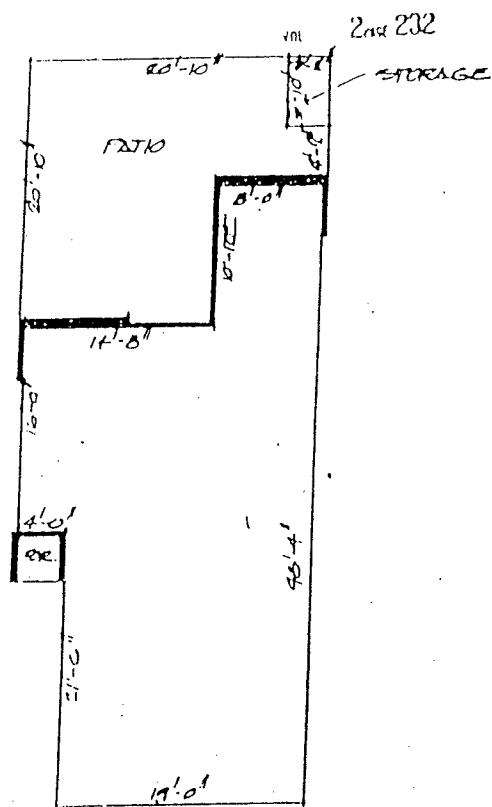
COLLIN GREENE CONDOMINIUMS			
FLOOR PLAN UNIT TYPE "H"		PHASE II	SEE SURVEY PLAT FOR UNIT LOCATION
3	BEDROOM	3	BATH
BUILDING	WING A		APPROXIMATE SQ. FT.
UNIT No.	2001		1444
ALL MEASUREMENTS ARE APPROXIMATE.			
PATIO IS A LIMITED COMMON ELEMENT APPURTEMENT TO THE APARTMENT TO WHICH IT IS ATTACHED.		SCALE 1/8"=1'-0"	DATE 11-1-81

VOL 2nd 201



UNIT "A"
(FLR PLAN)

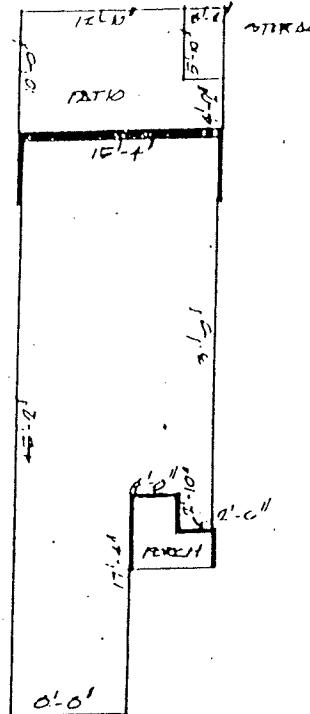
COLLIN GREENE CONDOMINIUMS			
FLOOR PLAN UNIT TYPE		PHASE	SEE SURVEY PLAT FOR UNIT LOCATION
1	BEDROOM	1	BATH
APPROXIMATE SQ. FT.		845	
BUILDING	Q/MW		
UNIT NO.	4/4		
ALL MEASUREMENTS ARE APPROXIMATE			
PATIO IS A LIMITED COMMON ELEMENT APPURTEHANT TO THE APARTMENT TO WHICH IT IS ATTACHED			SCALE 1/8"=1'-0"
			DATE 2/1/82



UNIT "B"
(FLOOR PLAN)

COLLIN GREENE CONDOMINIUMS		
FLOOR PLAN UNIT TYPE "B" PHASE III		SEE SURVEY PLAT FOR UNIT LOCATION
1 BEDROOM	1 BATH	APPROXIMATE SQ.FT. 935
BUILDING # 67		
UNIT No. 1114		
ALL MEASUREMENTS ARE APPROXIMATE PATIO IS A LIMITED COMMON ELEMENT APPURTEINANT TO THE APARTMENT TO WHICH IT IS ATTACHED		
	SCALE 1/8"-1'-0"	DATE 2-2-81

2nd 239



10'-0"

SECOND FLOOR

FIRST FLOOR

HOLT C
(FLOOR PLANS)

COLLIN GREENE CONDOMINIUMS

FLOOR PLAN UNIT TYPE [C] PHASE [III] SEE SURVEY PLAT
FOR UNIT LOCATION

BEDROOM 1/2 BATH APPROXIMATE SQ. FT. 982

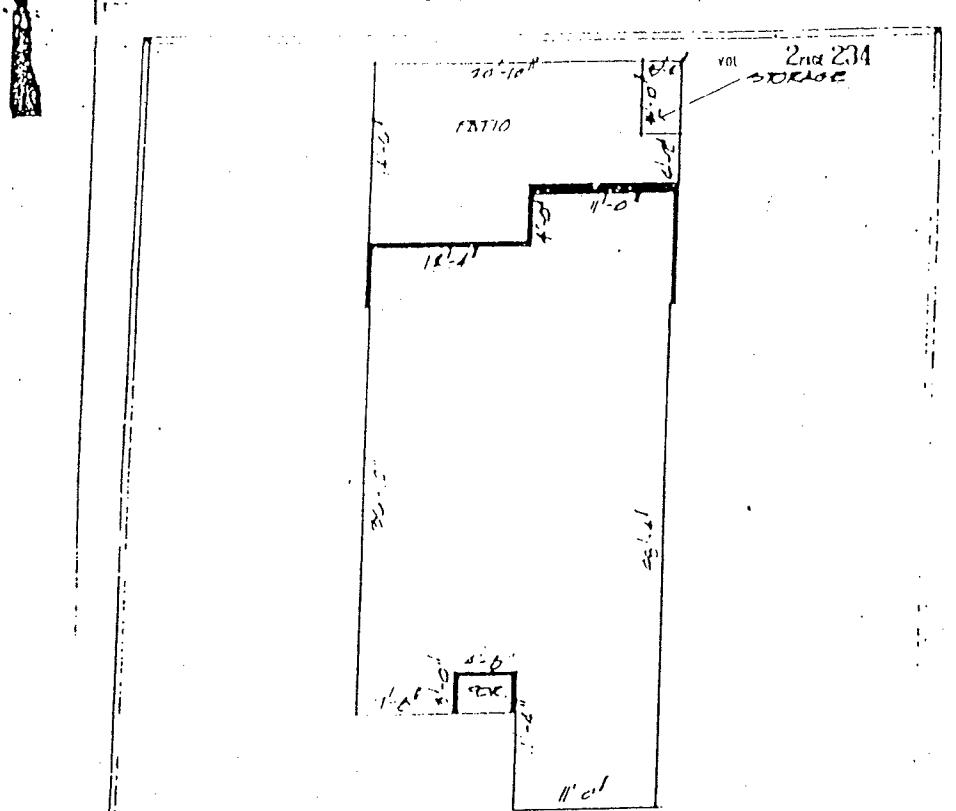
BUILDING [P] FLOOR [1]

UNIT No. [140]

ALL MEASUREMENTS ARE APPROXIMATE
PATIO IS A LIMITED COMMON ELEMENT APPURTEINANT
TO THE APARTMENT TO WHICH IT IS ATTACHED

SCALE
1/8"=1'-0"

DATE
22-82



UNIT D
(FLOOR PLAN)

COLLIN GREENE CONDOMINIUMS

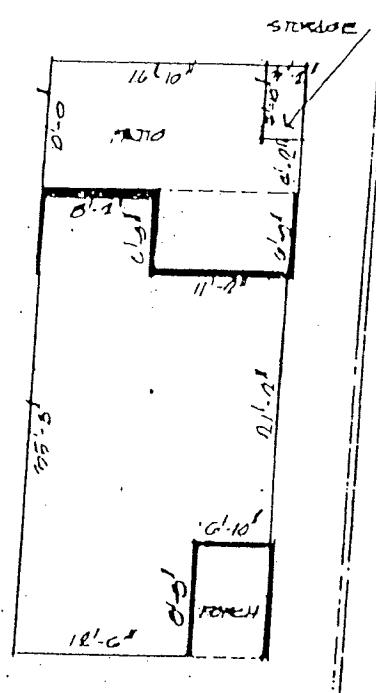
FLOOR PLAN UNIT TYPE D PHASE III SEE SURVEY PLAT
FOR UNIT LOCATION

BEDROOM	BATH	APPROXIMATE SQ. FT.
1	1	1037

BUILDING	STORY	UNIT NO.
1	3	5

ALL MEASUREMENTS ARE APPROXIMATE	SCALE	DATE
PATIO IS A LIMITED COMMON ELEMENT APPURTEINANT TO THE APARTMENT TO WHICH IT IS ATTACHED	1/8"=1'-0"	2.9.82

2nd flr 235



SECOND FLOOR

FIRST FLOOR

UNIT E
(FLAT PLANS)

COLLIN GREENE CONDOMINIUMS

FLOOR PLAN UNIT TYPE 'E' PHASE III NOT FOR SURVEY PLAT
FOR UNIT LOCATION

2 BEDROOM $\frac{1}{2}$ BATH APPROXIMATE SQ. FT. 1024

BUILDING U V V V N W

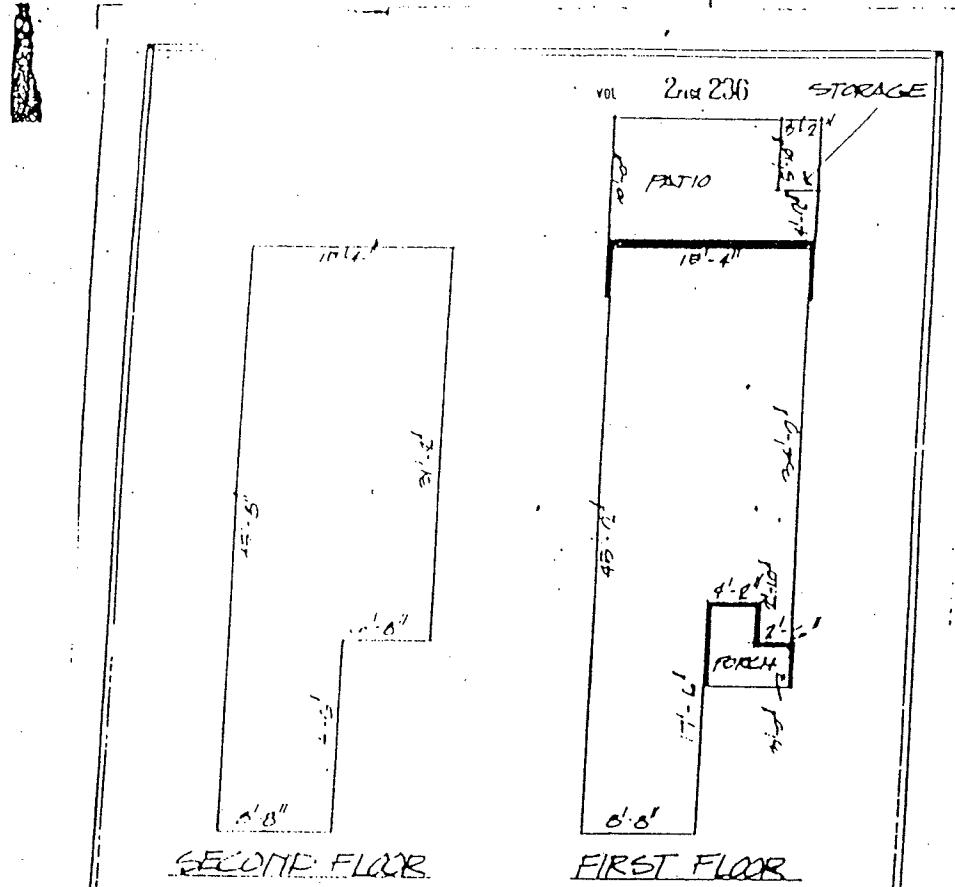
UNIT NO. 3103153

ALL MEASUREMENTS ARE APPROXIMATE

PATIO IS A LIMITED COMMON ELEMENT APPURTEINANT
TO THE APARTMENT TO WHICH IT IS ATTACHED

SCALE
1/8'-1'-0"

DATE
12.82



COLLIN GREENE CONDOMINIUMS

FLOOR PLAN UNIT TYPE F PHASE III SEE SURVEY PLAT FOR UNIT LOCATION

2 BEDROOM 1 1/2 BATH APPROXIMATE SQ.FT. 1052

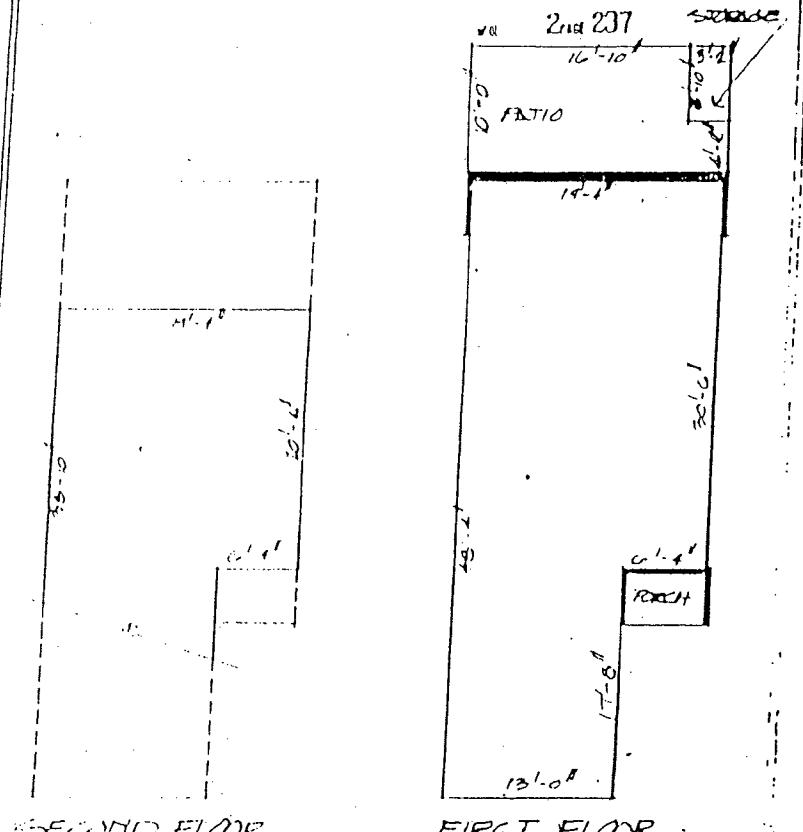
BUILDING P FLOOR U UNIT 10

UNIT No 10

ALL MEASUREMENTS ARE APPROXIMATE

PATIO IS A LIMITED COMMON ELEMENT APPURTEANANT TO THE APARTMENT TO WHICH IT IS ATTACHED

SCALE 1/8" = 1'-0" DATE 7-2-02



SECOND FLOOR

FIRST FLOOR

UNIT "G"
(FLOOR PLAN)

COLLIN GREENE CONDOMINIUMS

FLOOR PLAN UNIT TYPE "G" PHASE III SEE SURVEY PLAT FOR UNIT LOCATION

3 BEDROOM 2 BATH APPROXIMATE SQ.FT. 1292

BUILDING #AFT

UNIT No 2141

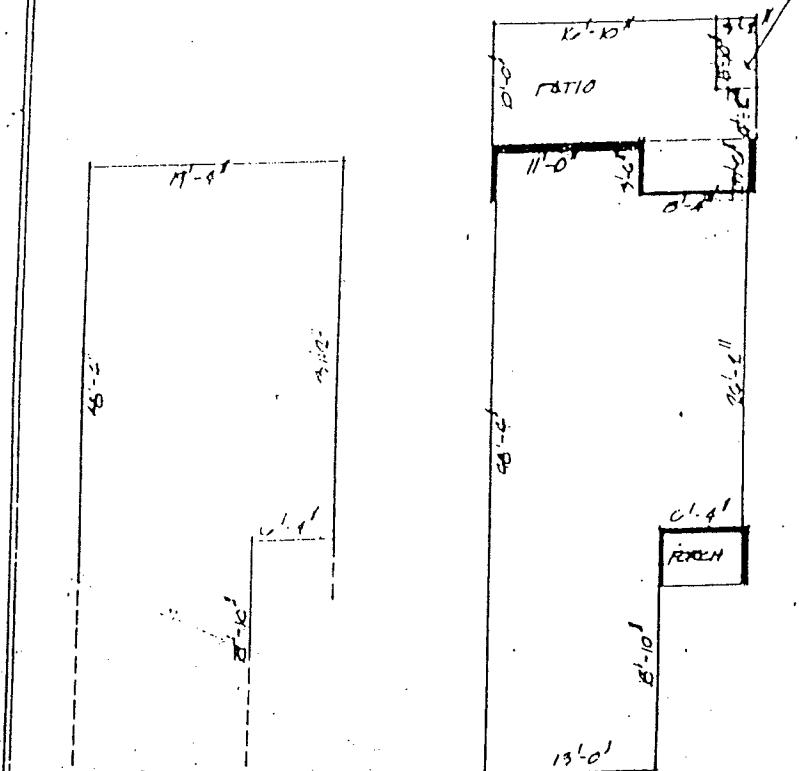
ALL MEASUREMENTS ARE APPROXIMATE

PATIO IS A LIMITED COMMON ELEMENT APPURTAINANT TO THE APARTMENT TO WHICH IT IS ATTACHED

SCALE 1/8"=1'-0"

DATE 2/2/02

VOL 2nd 238 SURNAME



SECOND FLOOR

FIRST FLOOR

UNIT "H"
(FLOR 1201K)

COLLIN GREENE CONDOMINIUMS

FLOOR PLAN UNIT TYPE "H" PHASE III SEE SURVEY PLAT
FOR UNIT LOCATION

3 BEDROOM 3 BATH APPROXIMATE SQ. FT. 1444

BUILDING #101 UNIT #2324

ALL MEASUREMENTS ARE APPROXIMATE.
PATIO IS A LIMITED COMMON ELEMENT APPURTEANANT
TO THE APARTMENT TO WHICH IT IS ATTACHED.

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

DATE: 1-1-80

Query Line
b653
DA 75721.

75721
b653
DA 75721

NOTICES OF FILING “DEDICATORY INSTRUMENTS”

Received CMA Corp.

OCT 31 2006

20061018001495410

10/18/2006 09:14:59 AM NO 1/8

**SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
COLLIN GREENE CONDOMINIUMS**

STATE OF TEXAS

COUNTY OF COLLIN

KNOW ALL MEN BY THESE PRESENTS:

**THIS SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR COLLIN GREENE CONDOMINIUMS** (this "Supplemental Notice") is made this 5 day
of October, 2006, by the Collin Greene Homeowners Association (the "Association").

WITNESSETH:

WHEREAS, Raldon Corporation (the "Declarant") prepared and recorded an instrument
entitled "Declaration and Master Deed for Collin Greene" at Volume 2, Page 1 *et seq.* of the
Condominium Records of Collin County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to
manage or regulate the planned development covered by the Declaration, which development is
more particularly described in the Declaration; and

WHEREAS, on March 22, 2006, the Association recorded a Notice of Filing of Dedicatory
Instruments for Collin Greene Condominiums as Instrument No. 20060322000376780 of the Deed
Records of Collin County, Texas (the "Notice"); and

WHEREAS, the Association desires to supplement the Notice to include the "Enforcement
and Fining Policy" as set out in Exhibit "1" attached hereto and incorporated herein for all purposes,
pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "1" is a true and
correct copy of the original and is hereby filed of record in the real property records of Collin
County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Supplemental Notice to be
executed by its duly authorized agent as of the date first above written.

**COLLIN GREEN HOMEOWNERS ASSOCIATION, a
Texas non-profit corporation**

By:

Mavis Everett
Board Pres.

Its:

ACKNOWLEDGMENT

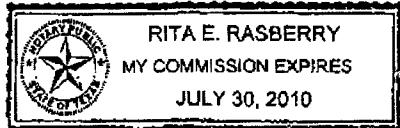
STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared Mavis Everett, President of Collin Green Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 5 day of October, 2006.

Rita E. Rasberry
Notary Public, State of Texas



7-30-2010
My Commission Expires

AFTER RECORDING, RETURN TO:

Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 1050
Dallas, Texas 75219

g/notice.ded/supplemental.collingreen

EXHIBIT "1"

Enforcement and Fining Policy

COVENANT ENFORCEMENT AND / OR FINING POLICY

COLLIN GREENE HOMEOWNERS ASSOCIATION

ENFORCEMENT AND FINING POLICY

WHEREAS, the Declaration and Master Deed for Collin Greene (the "Declaration") and Section 82.102 of the Texas Condominium Act (ATUCA") empower the Board of Directors (the "Board") of Collin Greene Homeowners Association (the "Association") to establish, make and enforce compliance with such reasonable rules and regulations governing the operation, use and occupancy of the Project; and

WHEREAS, Section 82.102(a)(12) of TUCA authorizes the Board to impose fines for violations of the declaration, bylaws and rules and regulations of the Association; and

WHEREAS, the Board finds there is a need to establish orderly procedures for the levying of fines in order to encourage Owners and their occupants to comply with the Declaration, Bylaws and Rules and Regulations (the Declaration, Bylaws and Rules and Regulations shall be collectively referred to hereinafter as "governing documents").

NOW, THEREFORE, IT IS RESOLVED that the following systems, procedures and practices are established for the enforcement of the governing documents and levying of fines against Owners, their tenants, guests, lessees, occupants and invitees.

1. **Establishment of Violation**. Any condition, use or activity which does not comply with the provisions of the Association=s governing documents shall constitute a "Violation" under this Policy for all purposes.

2. **Report of Violation**. The existence of a Violation will be verified by investigation and decision of the Board or its delegate. For the purpose of this Policy, the delegate of the Board may include the management staff of the Association ("Management") or a committee established by the Board. It is the intent of the Board that the Board will, at a minimum, delegate to Management the enforcement of certain types of Violations of a routine nature specifically defined by the Board.

3. Required Notices.

a. **First Notice**. Except as provided in Paragraph 6 of this Policy, as soon as practical after the discovery of a Violation, the Board or its delegate shall notify the Owner and the occupant of the Apartment by first-class mail, that a Violation has occurred or exists (the "First Notice"). The First Notice shall contain, at a minimum, the following information:

- (i) the nature, description and location of the Violation(s);
- (ii) the authority for establishing that the condition, use or activity constitutes a Violation; and
- (iii) a statement that if the Violation(s) is corrected or eliminated within ten (10) days from the receipt of the First Notice that no further action will be

taken; or if the violation is not a continuing violation and is of a nature that it cannot be cured, that if it is not repeated, no further action will be taken.

b. Second Notice. Except as provided in Paragraph 6 of this Policy, if the Owner or occupant fails to correct or eliminate the Violation(s) within the time period specified in the First Notice, or if the violation is not of a continuing nature but is committed again, the Board or its delegate shall, as soon as practical thereafter, notify the Owner and the occupant by regular first-class mail and certified mail, return receipt requested, that the Violation(s) has not been corrected or eliminated or has been repeated (the "Second Notice"). The Second Notice shall contain, at a minimum, the following information:

(i) the nature, description and location of the Violation(s);

(ii) the authority for establishing that the condition, use or activity constitutes a Violation;

(iii) notice that if the Violation(s) is corrected or eliminated within ten (10) days from the receipt of the Second Notice, or that if the violation is not repeated, that no further action will be taken;

(iv) notice that the violator may present a written request for a hearing to the Board or its delegate within ten (10) days of the violator=s receipt of the Second Notice; and

(v) notice that if the Violation is not corrected or eliminated within ten (10) days from the receipt of the Second Notice, or if the violation is again repeated, or if a written request for a hearing is not submitted within ten (10) days from the receipt of the Second Notice, that a fine or other sanction, including, but not limited to, suspension of rights to use the recreational facilities and right to vote, will be imposed. The notice will state the amount of the fine to be imposed.

4. Request for a Hearing. If the Owner or occupant challenges the existence of the Violation(s) and/or the proposed fine by timely requesting a hearing, as provided herein above, the hearing shall be held in executive session of the Board or its delegate affording the alleged violator a reasonable opportunity to be heard. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, if any, imposed by the Board or its delegate.

5. Notice of Fine. The Board or its delegate shall notify the Owner and occupant in writing of the results of the hearing within twenty (20) days after the hearing.

6. Repeat Offenders. In the event that an Owner or occupant commits the same Violation within one (1) year of each other, the Owner or occupant shall be considered a repeat offender under this Policy as to that Violation. The Board will notify the repeat offender, by regular first class mail and by certified mail, return receipt requested, of the following (the "Repeat Offender Notice"):

(i) the nature, description and location of the Violation(s);

(ii) the authority for establishing that the condition, use or activity constitutes a Violation;

(iii) the date of the prior Violation;

(iv) that a fine has been imposed along with the amount of the fine and/or that other sanctions, including, but not limited to, suspension of rights to use the recreational facilities and to vote, will be imposed; and

(iv) notice that the repeat offender may present a written request for a hearing to the Board or its delegate within ten (10) days of the Repeat Offender=s receipt of the Repeat Offender=s Notice.

Except as provided in this Paragraph 6, no other notice of the Violation shall be required to be given to a repeat offender. All hearings before the Board or its delegate shall be conducted in accordance with Paragraph 4 of this Policy.

7. Correction of Violation. Where the Owner or occupant corrects or eliminates the Violation(s) prior to the imposition of any fine, no further action will be taken (except for collection of any monies for which the Owner may become liable under this Policy and/or the governing document). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner or occupant and upon payment of a fee to the Association for same, the amount of which is set by the Board or its delegate.

8. Corrective Action. Notwithstanding any other provision contained herein to the contrary, where a Violation is determined or deemed determined to exist, the Board may undertake to cause the violation to be corrected, removed or otherwise abated by qualified contractors if the Board, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where the Board or its delegate decides to initiate any action by qualified contractors, the following will apply:

a. The Board must give the Owner and the occupant prior written notice of undertaking of the action unless the existence of the Violation(s) poses an immediate or imminent threat of harm to others, the common elements, or another Apartment.

b. Costs incurred in correcting or eliminating the Violation will be assessed against the Owner and his Apartment as an assessment and will be collected as such under Article IV of the Declaration and Section 82.113 of TUCA.

c. The Association, and its agents and contractors, will not be liable to the Owner, occupant, or any third party for trespass or any damages or costs alleged to arise by virtue of any action taken under this Paragraph 8.

9. Referral to Legal Counsel. The Board or its delegate may refer any Violation to legal counsel for appropriate action at any time the Board or its delegate deems it to be in the best interests of the Association to do so. Such action may include, without limitation, the collection of any fine in accordance with the assessment collection policies and procedures of the Association.

10. Fines. The imposition of fines will be on the following basis:

a. Fines will be based on a lump sum and/or a per diem charge in an amount that is reasonably related to the nature of the Violation. The Board shall have final discretion in determining the appropriate fine for the Violation in question. The Board may adopt and amend, from time to time, a schedule of fines applicable to specific Violations which may include a progression of fines for repeat offenders.

b. Imposition of fines will be in addition to and not exclusive of any other rights and remedies of the Association as created by the governing documents or this Policy.

c. Fines are imposed against the Apartments and become the obligation of the Owners of such Apartments. Upon presentation of outstanding fines to the Board for action, the same will be levied against the respective Apartments and their Owners in the same manner as an assessment pursuant to Article IV of the Declaration and TUCA. Tenants, lessees, occupants, guests and invitees who committed the Violation or are deemed by the Board to be responsible for the Violation are also personally obligated to pay any fine imposed and the Association may sue for collection of same.

11. Notices.

a. Any notice required by this Policy to be given, sent, delivered or received in writing will, for all purposes, be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following:

(i) where the notice is directed by personal delivery, upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice; or

(ii) where the notice is placed into the care and custody of the United States Postal Service, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the most recent address of the recipient according to the records of the sending party; or

(iii) where the notice is sent by facsimile or electronic mail, as of the next calendar day following the date of transmission.

b. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

c. Where the interests of an Owner have been handled by a representative or

agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in an Apartment has been and is being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

12. Cure of Violation During Enforcement. An Owner or occupant may correct or eliminate a Violation at anytime during the pendency of any procedure prescribed by this Policy. Upon verification that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist and the Board may, but is not required to, suspend the fine (in the Board=s sole discretion). The Owner will remain liable for all costs and fines under this Policy, which costs and fines, if not paid upon demand, will be referred to the Association for collection.

Where an Owner transfers record title to an Apartment at any time during the pendency of any procedure prescribed by this Policy, such Owner shall remain personally liable for all costs and fines under this Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to an Apartment which is the subject of enforcement proceedings under this Policy, the Board or its delegate may begin enforcement proceedings against the new Owner in accordance with this Policy. The new Owner shall be liable for all costs and fines under this Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Policy.

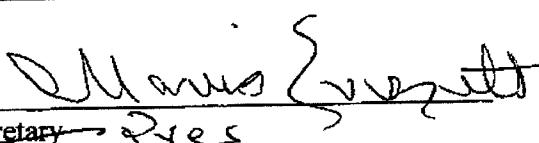
13. Definitions. The definitions contained in the Declaration are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes in all respects all prior resolutions relating to the levying of fines for violations of the Declaration, Bylaws, and Rules and Regulations, and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the Association has caused this policy to be executed by its duly authorized agent as of the date first below written.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same held on September 19, 2006, and has not been modified, rescinded or revoked.

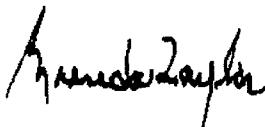
DATE: 10/5/06


Brandi Taylor
Secretary → Pres.

FRESOLVING.COLLINGREENE

Filed and Recorded
Official Public Records
Brandi Taylor, County Clerk
Collin County, TEXAS
10/18/2006 09:14:59 AM
\$44.00 BNOPP
20061018001495410




Brandi Taylor

COLLECTION POLICY

COLLIN GREENE HOMEOWNERS ASSOCIATION

ASSESSMENT COLLECTION POLICY

Pursuant to Section 82.102(a)(12) and (13) of the Texas Uniform Condominium Act (“TUCA”), Article III of the Declaration and Master Deed for Collin Greene (the “Declaration”) and Article VIII of the Bylaws of Collin Greene Homeowners Association (the “Bylaws”), the Board of Directors (the “Board”) of Collin Greene Homeowners Association (the “Association”) hereby adopts the following resolution.

WHEREAS, the Association has authority pursuant to the Declaration, TUCA and the Bylaws to levy and collect common expense assessments (“assessments”) from Owners of Condominiums located within Collin Greene Condominiums, a condominium regime located in Collin County, Texas (the “Condominium”); and

WHEREAS, the Board finds there is a need to establish certain procedures for the collection of assessments.

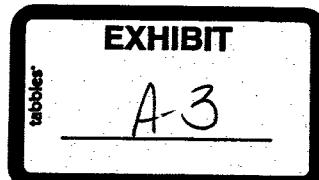
NOW, THEREFORE, IT IS RESOLVED that the following rules, procedures and practices are established for the collection of common expense assessments owing and to become owing by Owners in the Condominium and for the application of payments made by Owners and the same are to be known as the “Assessment Collection Policy” for the Association:

1. **Policy Objectives**. The collection of common expense assessments owed by Owners and the application of their payments pursuant to the Declaration and this Assessment Collection Policy will be governed by the following objectives:

a. The Association will pursue collection of all monthly assessments and any supplemental assessments for a given fiscal year such that should the recovery of amounts owing by a particular Owner require commencement of legal proceedings, those proceedings will be initiated prior to the end of the fiscal year for which the unpaid amounts are due.

b. At each step within the collection process, the Board will analyze the facts and circumstances then known concerning a given delinquency to direct collection efforts toward the most expedient course of action.

2. **Ownership Interests**. Pursuant to the Declaration, the person who is the Owner of a Condominium as of the date an assessment becomes due is personally liable for the payment of that assessment. Further, the personal liability for unpaid assessments passes to the successors in title to a Condominium if expressly assumed by them. As used herein, the term “Delinquent Owner” refers to that person who held title to a Condominium on the date an assessment became due. As used herein, the term “Current Owner” refers to that person who then holds title to a Condominium. Unless expressly denoted otherwise, the “Owner” of a Condominium refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.



3. Due Dates. Pursuant to Article IV, Section 4.01.A of the Declaration, assessments are payable in monthly installments, or in such other reasonable manner as the Board shall designate, and are due on or before the first day of the month. The due date for an assessment shall be referred to in this Assessment Collection Policy as the "Due Date". Any assessment or installment thereof which is not received by the Association on or before ten (10) days after the Due Date is delinquent (the "Delinquency Date").

4. Delinquency Notice. If an assessment has not been paid by the Delinquency Date, the Association will send a delinquency notice to the Owner (referred to as the "Delinquency Notice") which will include the unpaid assessments claimed to be owing. The Delinquency Notice will be sent via first-class United States mail.

5. Default Letter. If an assessment or installment thereof has not been paid within ninety (90) days following the Due Date, the Association will send a default notice (referred to as the "Default Letter") to the Owner which notifies the Owner of all outstanding amounts owing. The Default Letter will be sent via certified mail, return receipt requested, and via first-class United States mail and will, at a minimum, include the following information:

a. The unpaid assessments, interest, late charges, collection costs and the handling charges claimed to be owing.

b. A statement that the Owner's voting rights and rights to use the Common Elements may be suspended.

6. Interest and Late Fees. In the event any assessment, or any portion thereof, is not paid in full and received by the Association within thirty (30) days after the Due Date, interest on the principal amount due may be assessed against the Owner, the rate of said interest to be ten percent (10%) per annum and such interest shall accrue from the thirtieth (30th) day after the Due Date until paid. In the event any assessment, or portion thereof, is not paid in full and received by the Association by the Delinquency Date, the Association may charge the Owner a late fee of \$25.00 for each delinquent monthly assessment. Such interest and late fees, as and when accrued hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein and in TUCA and the Declaration for assessments.

7. Handling Charges and Return Check Fees. In order to recoup for the Association the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of the Assessment Collection Policy:

a. Any handling charges, administrative fees, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any

other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Condominium.

c. Any fee or charge becoming due and payable pursuant to this Paragraph 6 will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

8. Application of Funds Received. All monies received by the Association will be applied to amounts outstanding to the extent of and in the following order unless an Owner has placed a restrictive notation on the check or other form of payment or in correspondence accompanying the payment that a payment is to be applied in another specified manner:

a. First, to interest;

b. Second, to late fees;

c. Next, to handling charges, returned check fees and collection costs incurred by the Association;

d. Next, to attorney's fees and related costs advanced by the attorney for and on behalf of the Association;

e. Next, to delinquent special assessments;

f. Next, to delinquent monthly assessments;

g. Last, to outstanding monthly and special assessments, though same may not then be delinquent.

9. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Condominium (as defined by Article 1(t) of the Declaration) for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address reflected by the records of the Association as being the Owner and address for a given Condominium, will be valid and effective for all purposes pursuant to the Declaration and this Assessment Collection Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

10. Notification of Owner's Representative. Where the interests of an Owner in a Condominium have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Condominium have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Assessment Collection Policy will be deemed full and effective for all purposes if

given to such representative or agent.

11. Referral to Legal Counsel. If an Owner remains delinquent in the payment of assessments and related costs for more than ten (10) days after the sending of the Default Letter (as provided for above), Management, on behalf of the Board, or the Board may, as soon as possible thereafter, refer the delinquency to the legal counsel for the Association for the legal action as required by this Assessment Collection Policy. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the assessment obligation and may be collected as such as provided herein and in the Declaration.

12. Legal Action. Legal counsel for the Association will take the following actions with regard to delinquencies referred to it upon legal counsel's receipt of a written request by Management and/or the Board to take a specific collection action:

a. Notice Letter. As the initial correspondence to a Delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner providing notice of all outstanding assessments and related charges, including the charges for the attorney's fees and costs incurred for counsel's services. If the amounts owing are disputed by the Owner within thirty (30) days of Owner's receipt of the Notice Letter, Management and/or Legal Counsel will provide verification of the amounts claimed to be owing in accordance with Paragraph 12 of this Policy.

b. Title Search. If a Delinquent Owner fails to pay the amounts demanded in the initial Notice Letter sent by counsel, counsel will, upon direction from the Board and/or Management, order a search of the land records to verify current ownership of the Condominium on which the delinquency exists. If the title report indicates that the Current Owner is other than the Delinquent Owner, counsel will communicate that fact to the Association. A determination will then be made by the Board whether to pursue collection of the unpaid assessments from the Delinquent Owner or the Current Owner or both. Based on that determination, the Board and/or Management will direct counsel to proceed according to this Assessment Collection Policy. Where the title report confirms that the Current Owner is the Delinquent Owner, the Association, Management and counsel will likewise proceed according to this Assessment Collection Policy.

c. Notice of Lien. Where the Board has determined that foreclosure of the Association's assessment lien is to be pursued, if an Owner fails to pay in full all amounts indicated by the Notice Letter by the date specified, counsel, upon being requested to do so by the Board and/or Management, will cause to be prepared, executed by a member of the Board of Directors, and recorded in the Real Property Records of Collin County, a written notice of lien (referred to as the "Notice of Lien") setting forth therein the amount of the unpaid indebtedness, the name of the Owner of the Condominium covered by such lien and a description of the Condominium covered by the lien. A copy of the Notice of Lien will be sent to the Owner contemporaneously with the filing of same with the County Clerk's office, together with a demand for payment in full of all amounts then outstanding within ten (10) days of the date of the transmittal to the Owner of the Notice of Lien.

d. Non-judicial foreclosure. When the Board has directed that the collection action to be

taken is non-judicial foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management, together with all pertinent facts concerning the delinquency and the ramifications of the proposed foreclosure of the Condominium. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate non-judicial foreclosure of the Condominium, pursuant to Section 51.002 of the Texas Property Code, as such statute may be amended or superseded from time to time. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Association shall have the power to bid on the Owner's Condominium and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

e. Judicial Foreclosure/Personal Judgment. When the Board has directed that the collection action to be taken is a suit for personal judgment against the Owner and/or for foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking foreclosure of the assessment lien and/or recovery of a personal judgment against the Current Owner and, where different, the Delinquent Owner, or from the Current Owner only, for all amounts owing arising from the unpaid assessments and the collection thereof, including all attorney's fees and costs.

13. Verification of Indebtedness. For so long as the collection of assessments may be subject to the requirements of the Fair Debt Collection Practices Act (15 U.S.C. 1692 *et seq.*) (the "FDCPA"), all communications from legal counsel will include such required notices as are prescribed by the FDCPA. Furthermore, where an Owner timely requests verification of the indebtedness, Management will, upon notification of the Owner's request, supply such verification before any further collection action is taken with respect to such Owner.

14. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late fee, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

15. Credit Bureaus. The Association may also notify any credit bureau of an Owner's delinquency. The Association will notify the Owner that it has filed such a report and will comply with any local, state, or federal laws in connection with the filing of such report.

IT IS FURTHER RESOLVED that this Assessment Collection Policy replaces and supersedes in all respects all prior rules, policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing rules, policy and/or resolution was adopted by the Board of Directors at a meeting of same on March 15, 2006, and has not been modified, rescinded or revoked.

DATE: March 15th 2006 Lucy Nielsen
Secretary

F/RESOL/COLLECT/COLLECTION-COLLINGREEENE

Filed and Recorded
Official Public Records
Brenda Taylor, County Clerk
Collin County, TEXAS
03/22/2006 02:33:19 PM
\$176.00 BPETERSON
20060322000376780



Brenda Taylor