

State of Texas

16533

KNOW ALL MEN BY THESE PRESENTS:

County of

That JOHN J. NORDHOFF of COLLIN County, Texas,

and..... of..... County, Texas,

and..... of..... County, Texas,

and..... of..... County, Texas,

is the name.... of the individual.... conducting a business in COLLIN County,Texas, under the name of PLANO TREE AND ASPHALT CO.Address 2400 REGAL ROAD, PLANO, TEXAS 75074

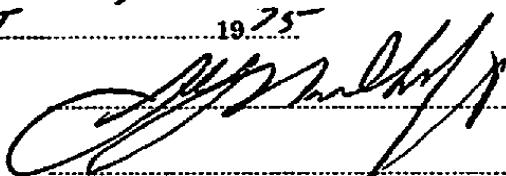
which is an assumed name and that the true or real full name.....of the individual.....or person.....

conducting said business and the.....Post Office address..... is as follows:

True or Real Full Name.	Post Office Address.
<u>JOHN J. NORDHOFF</u>	<u>2400 REGAL ROAD, PLANO, TEXAS 75074</u>
.....
.....
.....

This certificate is made in compliance with the provisions of Chapter 428 Page 984 Acts 1961
57th Legislature, Regular Session, requiring said certificate to be made by those persons conducting
a business under AN ASSUMED NAME.

Witness MY hand.....at McKINNEY, TEXAS in said County,
the 21st day of AUGUST 1975



State of Texas

16533

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County of

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and.....of.....County, Texas,

and.....of.....County, Texas,

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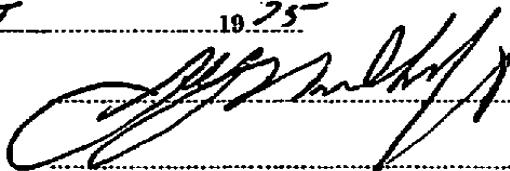
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True or Real Full Name.	Post Office Address.
<u>JOHN J. NORDHOFF</u>	<u>2400 REGAL ROAD PLANO, TEXAS 75074</u>
.....
.....
.....
.....

This certificate is made in compliance with the provisions of Chapter 428 Page 984 Acts 1981 57th Legislature, Regular Session, requiring said certificate to be made by those persons conducting a business under AN ASSUMED NAME.

Witness my hand at Mc KINNEY, TEXAS in said County,
the 21st day of AUGUST 1975



THE STATE OF TEXAS

County of Collin

Before me, Jean Murley

in and for said County and State,
on this day personally appeared John J. Nordhoff

known to me to be the person whose name.....subscribed
to the foregoing certificate, and acknowledged to me that.....he.....executed the same for the purposes
and consideration therein expressed.

Given under my hand and seal of office, this 22 day of Aug. A. D. 1975

Jean Murley
Notary Public in and for Collin
County, Texas

Assumed Name Certificate

No.

1975 JG 22 Pg. 3.00

JAN E. MURLEY, NOTARY PUBLIC
COLLIN COUNTY, TEXAS

BY B.D. DEPUTY

Name.....

Address.....

Filed the.....day of.....19.....

at.....o'clock.....A.M., and entered
alphabetically in the Records of this County
the.....day of.....19.....
at.....o'clock.....A.M.

County Clerk.....County, Texas.

By.....Deputy.

THE STATE OF TEXAS

County of Collin

Before me, Jean Murley

in and for said County and State,
on this day personally appeared. John J. Nordhoff

known to me to be the person whose name.....subscribed
to the foregoing certificate, and acknowledged to me that.....he.....executed the same for the purposes
and consideration therein expressed.

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Jean Murley
Notary Public in and for Collin
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the.....day of.....19.....

at.....o'clock.....M.

County Clerk.....County, Texas.

By.....Deputy.

No.....

1975 Aug 22 PM 3:00

COLLIN COUNTY TEXAS
NOTARY PUBLIC
BY B. A. DEPUTY

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VOL 3 PAGE 383

CONDOMINIUM DECLARATION
FOR
COBBLESTONE CONDOMINIUM

Collin County, Texas

TABLE OF CONTENTS
FOR THE DECLARATION OF
COBBLESTONE CONDOMINIUM

VOL

3 PAGE 384

	<u>Page</u>
INTRODUCTORY	1
ARTICLE I - DEFINITIONS AND TERMS	
Paragraph 1.1 - Definitions of Terms	1
ARTICLE II - CONDOMINIUM UNIT AND COMMON ELEMENT DESIGNATIONS	
Paragraph 2.1 - Recordation of Plat	3
Paragraph 2.2 - Description of Units	3
Paragraph 2.3 - Designation of Common Elements	4
Paragraph 2.4 - Limited Common Elements	4
Paragraph 2.5 - Regulation of Common Recreation Areas	4
Paragraph 2.6 - Inseparable Units	4
Paragraph 2.7 - Legal Descriptions	5
Paragraph 2.8 - Encroachments	5
Paragraph 2.9 - Governmental Assessment	5
Paragraph 2.10 - Partition	5
Paragraph 2.11 - Merging Units	5
Paragraph 2.12 - Ownership of Common Personal Property	5
ARTICLE III - MEMBERSHIP, ADMINISTRATION, MANAGEMENT	
Paragraph 3.1 - By-Laws	6
Paragraph 3.2 - Member	6
Paragraph 3.3 - Voting	6
Paragraph 3.4 - Board of Directors	6
Paragraph 3.5 - Management Agreements	6
ARTICLE IV - OWNERSHIP, USE AND OCCUPANCY	
Paragraph 4.1 - Use of Individual Units	6
Paragraph 4.2 - Use of Common Elements	7
Paragraph 4.3 - Ownership by More Than One Person	7
Paragraph 4.4 - Right of Entry	7
Paragraph 4.5 - Right to Lease	8
Paragraph 4.6 - Restriction of Ownership	8
Paragraph 4.7 - Owner Maintenance	8
Paragraph 4.8 - Impairment	8
Paragraph 4.9 - Liability for Negligent Acts	8
Paragraph 4.10 - Mechanic's and Materialman's Liens	8
Paragraph 4.11 - Subject to Declaration and By-Laws	8
Paragraph 4.12 - Rules and Regulations	8
Paragraph 4.13 - Use by Declarant	9
ARTICLE V - ARCHITECTURAL AND DESIGN CONTROL	
Paragraph 5.1 - Prohibition of Alteration and Improvement	9
Paragraph 5.2 - Plans and Approval	9
Paragraph 5.3 - Non-Liability	9
Paragraph 5.4 - Architectural Control Committee	9
ARTICLE VI - ASSESSMENTS	
Paragraph 6.1 - Purpose of Assessments	9
Paragraph 6.2 - Working Capital Fund	10
Paragraph 6.3 - Reserve Funds	10
Paragraph 6.4 - Annual Budget	10
Paragraph 6.5 - Assessments	10
Paragraph 6.6 - Personal Obligation	11
Paragraph 6.7 - Default in Payment of Assessments	11
Paragraph 6.8 - Assessment Lien	11
Paragraph 6.9 - Transfer of Unit by Sale or Foreclosure	12
ARTICLE VII - INSURANCE	
Paragraph 7.1 - Master Hazard Insurance	12
Paragraph 7.2 - Master Liability Insurance	13
Paragraph 7.3 - Additional Association Policies	13
Paragraph 7.4 - Insurance on the Units	13
Paragraph 7.5 - Subrogation	13
ARTICLE VIII - DAMAGE, DESTRUCTION, OBSOLESCENCE, CONDEMNATION	
Paragraph 8.1 - Association as Attorney-In-Fact	13
Paragraph 8.2 - Sufficient Proceeds	14
Paragraph 8.3 - Less than Two-Thirds (2/3) Destruction	14

	<u>Page</u>
ARTICLE VIII - CONTINUED	
Paragraph 8.4 - Two-Thirds (2/3) or More Destruction	14
Paragraph 8.5 - Obsolescence	15
Paragraph 8.6 - Repair of Interior of Unit	16
Paragraph 8.7 - Accordance with Plans	16
Paragraph 8.8 - Judicial Partition	16
Paragraph 8.9 - Condemnation or Eminent Domain	16
ARTICLE IX - PROTECTION OF MORTGAGEES	
Paragraph 9.1 - Notice to Association	18
Paragraph 9.2 - Rights of Mortgagees	18
Paragraph 9.3 - Notice to Lenders	18
Paragraph 9.4 - Examination of Books	19
Paragraph 9.5 - Taxes, Assessments and Charges	19
ARTICLE X - RESERVATIONS BY DECLARANT	
Paragraph 10.1 - Reservation of Construction and Sales Activities	19
Paragraph 10.2 - Reservation of Variance	19
Paragraph 10.3 - Reservation of Right of Merger and Annexation	20
Paragraph 10.4 - Declarant Control	21
Paragraph 10.5 - Obligation of Declarant for Assessments and Maintenance	21
Paragraph 10.6 - Correction of Error; Amendment	21
Paragraph 10.7 - Temporary Managing Agent	21
ARTICLE XI - AMENDMENTS TO DECLARATION:	
APPROVAL OF OWNERS AND MORTGAGEES	
Paragraph 11.1 - Changes Requiring Lender and Owner Approval	22
Paragraph 11.2 - Amendment	23
ARTICLE XII - GENERAL PROVISIONS	
Paragraph 12.1 - Notice	23
Paragraph 12.2 - Conflict Between Declaration and By-Laws	23
Paragraph 12.3 - Invalidation of Parts	24
Paragraph 12.4 - Omissions	24
Paragraph 12.5 - Texas Condominium Act	24
Paragraph 12.6 - Gender	24

CONDOMINIUM DECLARATION
FOR
COBBLESTONE CONDOMINIUM

VOL 3 PAGE 386

THE STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS T.F. STONE COMPANIES, INC., a Texas corporation, having its principal office at 5053 Keller Springs Road, Suite 500, Dallas, Texas 75248, hereinafter called "Declarant", is the Owner of certain real property situated in the County of Collin, State of Texas, being described more fully on Exhibit "A", which by this reference is made a part hereof; and

WHEREAS, Declarant desires to establish a Condominium Regime under the Condominium Act of the State of Texas, Article 1301a, Revised Civil Statutes of Texas, herein called the "Act"; and

WHEREAS, Declarant has prepared plans for the construction of a cluster of four (4) multifamily Buildings and other improvements appurtenant thereto on the Property described in said Exhibit "A", which when completed shall consist of forty-four (44) separately designated Condominium Units and which will be known as COBBLESTONE CONDOMINIUM; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the Units, herein called the "Condominium Regime", in the four (4) Buildings and the co-ownership by the individual and separate Unit Owners thereof, as tenants in common, of all the remaining property, which includes both Limited Common Elements and General Common Elements, as hereinafter defined in Paragraph 1.1 hereof, and which are hereinafter collectively referred to as the "Common Elements" or "Common Areas".

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A", and all improvements thereon, to the provisions of the Act and the Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and to any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

DEFINITIONS AND TERMS

1.1. DEFINITIONS OF TERMS. As used in this Declaration, the following terms shall have the following meanings unless the context shall expressly provide otherwise:

a. "Board" or "Board of Directors" refers to the Board of Directors of PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

b. "Common Elements" and "Common Area" mean and include all of the Property described in Exhibit "A", and all of the improvements thereto and thereon located, excepting all Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements.

c. "Common Expenses" means and includes:

(1) All sums lawfully assessed against the Common Elements by the Board of Directors of the Association;

(2) All expenses of administration and management, maintenance, operation, repair or replacement of and addition to the Common Elements;

(3) Expenses agreed upon as Common Expenses by the Unit Owners; and

(4) Expenses declared to be Common Expenses by this Declaration or by the By-Laws.

d. Completed Unit means a completely finished Unit, including, but not limited to, the installation of all appliances and utilities, rendering it ready for occupancy by an Owner other than the Declarant.

e. Condominium Owners Association or Association means PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation, the By-Laws of which shall govern the administration of this Condominium Property and the membership of which shall be composed of all the Owners of the Condominium Units according to such By-Laws.

f. Condominium Unit means the fee simple interest and title in and to a Unit, together with the undivided interest in the Common Elements appurtenant to such Unit.

g. Construction Period means that period of time during which Declarant is developing the Premises and selling the Condominium Units, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Condominium Units, including all Units annexed to this Condominium Regime pursuant to the provisions of Paragraph 10.3 hereof.

h. Declarant means T.F. STONE COMPANIES, INC., a Texas corporation, or its successors or assigns, who is developing the Property as a Condominium.

i. Declaration means this Condominium Declaration instrument and all amendments hereto.

j. General Common Elements means a part of the Common Elements and includes:

(1) The land in the Project, including land on which any Unit or Limited Common Element is located;

(2) All foundations, common dividing walls between two or more Units or between Units and Common Elements, exterior walls, bearing walls and columns, girders, beams, slabs, supports, roofs, attics, thoroughfares such as stairways, entrances and exits, and any other portion of any Building not otherwise designated as Unit or Limited Common Element;

(3) The grounds, yards, gardens, swimming pools, cabanas, guard house, managerial offices, mail rooms, unassigned parking areas, driveways, fences, unassigned storage areas, walks, service easements, recreational common facilities, boiler and mechanical rooms, and areas used for storage of maintenance and janitorial equipment and materials;

(4) All compartments or installations of the equipment and materials making up central services such as power, electricity, gas, water, sewer, television, security and the like which are intended to serve more than one Unit;

(5) All devices or installations existing for common use, and all other elements of the Buildings desirably or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Regime established by this Declaration;

(6) All other items not described as a Unit or a Limited Common Element;

(7) All repairs, replacements and additions to any of the foregoing.

k. "Lienholder" and "First Mortgagee" means the holder of a recorded first mortgage lien on any Unit in the Condominium Project.

l. "Limited Common Elements" means and includes those Common Elements which are reserved for the exclusive use of an individual Owner of a Unit or a certain number of individual Owners of Units, for the exclusive use of those Owners, which may include:

(1) Parking spaces designated as an appurtenance to a Unit; and

(2) Balcony or patio structures serving exclusively a single Unit or one (1) or more adjoining Units.

m. "Majority of Unit Owners" means Owners of Units with an aggregate ownership interest of at least fifty-one percent (51%) of the Common Elements.

n. "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

o. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, of record, title to one (1) or more Condominium Units.

p. "Plat", "Survey Map", "Map" and "Plans" mean or include the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of, or all of, the improvements, same being herewith filed, consisting of _____ sheets, labeled Exhibit "B" and incorporated herein.

q. "Premises", "Project", or "Property" means and includes the land, the Buildings and all improvements and structures thereon and all rights, easements and appurtenances belonging thereto.

ARTICLE II

CONDOMINIUM UNIT AND COMMON ELEMENT

DESIGNATIONS AND DESCRIPTIONS

2.1. RECORDATION OF PLAT. The Plat shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such Plat consists of and sets forth:

a. The legal description of the surface of the land;

b. The linear measurements and location, with reference to the exterior boundaries of the land, of the Buildings and all other improvements constructed, or to be constructed, on said land by Declarant;

c. The exterior boundaries and number of each Unit, expressing its square footage, and any other data necessary for its identification, which information will be depicted by a Plat of such floor of each Building showing the letter of the Building, the number of the floor and the number of the Unit; and

d. The location of the Limited Common Elements.

2.2. DESCRIPTION OF UNITS.

a. The boundaries of each Unit shall be and are the interior surfaces of the unfinished perimeter walls, floors, ceilings, windows and window frames, doors and door frames; and the space includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements.

b. In interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries, regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plat and those of the Building.

c. The individual ownership of each Unit space herein defined shall further include the interior construction, partitions, appliances, fixtures and improvements which are intended to exclusively serve such Unit space, such as interior room walls, floor and wall coverings, bathroom and kitchen fixtures and cabinets, electrical fixtures, individual air-conditioning and heating equipment, and other separate items or chattels belonging exclusively to such Unit, and which may be removed, replaced or otherwise treated without affecting any other Unit space or ownership, or the use or enjoyment thereof. It is intended the term "Unit", as used in this Declaration, shall have the same meaning as the term "Apartment" as used in the Act.

d. It is expressly agreed and each and every Purchaser of a Unit, his heirs, executors, administrators, assigns and grantees hereby agree that the square footage, size and dimensions of each Unit as set out or shown in this Declaration or in the survey Plats exhibited hereto are approximate and are shown for descriptive purposes only. The Developer does not warrant, guarantee or represent that any Unit actually contains the area, square footage or dimensions shown by the Plat thereof. Each Purchaser and Owner of a Unit or interest therein agrees that the Unit has been or will be purchased as actually and physically existing at the time such purchase is closed. Each Purchaser of a Unit expressly waives any claim or demand which he may have against the Developer or any person whosoever on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the respective Plat thereof exhibited hereto.

2.3. DESIGNATION OF COMMON ELEMENTS. The remaining portion of the Premises, referred to as the Common Elements, shall be owned in common by the Owners. The Owners of each Unit shall own an undivided interest in said Common Elements, the percentage or fraction thereof for each Unit being as shown on the attached Exhibit "C".

2.4. LIMITED COMMON ELEMENTS. Portions of the Common Elements set aside and reserved for the exclusive use of Owners of individual Units are Limited Common Elements. The Limited Common Elements reserved for the exclusive use by Owners of individual Units are the automobile assigned parking spaces, patio and balcony structures. Such spaces and structures are allocated and assigned by the Declarant to the respective Units, as indicated on the Plat. Such Limited Common Elements shall be used in connection with the particular Unit, to the exclusion of the use thereof by the other Owners, except by invitation. The remaining portion of the Common Elements, not designated as Limited Common Elements, shall be General Common Elements.

2.5. REGULATION OF COMMON RECREATION AREAS. Portions of the Common Areas are intended as recreation areas, and are improved with green areas, swimming pool, cabana, and other facilities. Reasonable regulations governing the use of such facilities by Owners and by their guests and invitees shall be promulgated by the Board of Directors. Such regulations shall be permanently posted at the office and/or elsewhere in said recreational areas, and all Owners shall be furnished with a copy thereof. Each Owner and Occupant shall be required to strictly comply with said Rules and Regulations, and shall be responsible to the Association for the compliance therewith by their relatives and guests, both minor and adult.

2.6. INSEPARABLE UNITS. Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased or encumbered separately, and shall at all times remain indivisible.

2.7. LEGAL DESCRIPTIONS. Every deed, lease, mortgage, trust deed or other instrument may legally describe a Condominium Unit by its identifying Building letter and Unit number, as shown on the Map, followed by the words COBBLESTONE CONDOMINIUM and by reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Common Elements.

2.8. ENCROACHMENTS. If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion or portions of a Unit or Units encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. A valid easement also exists to that portion of the General Common Elements and of the Limited Common Elements occupied by any part of an Owners' Unit not contained within the physical boundaries of such Unit, including, but not limited to, space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one (1) Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the individual Units.

2.9. GOVERNMENTAL ASSESSMENT. Declarant shall give written notice to the Assessor's Office of the creation of Condominium Ownership of this Property, as is provided by law, so that each Unit and its percentage or fraction of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

2.10. PARTITION. The Common Elements (both General and Limited) shall be owned in common by all of the Owners of the Condominium Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than that as specifically provided for hereinafter in Paragraph 8.8 "Judicial Partition". Nothing contained herein shall be construed as limitation of the right of partition of a Condominium Unit between the Owners thereof, but such partition shall not affect any other Condominium Unit.

2.11. MERGING UNITS. That part of the Common Elements separating and located between and exclusively serving two (2) or more adjacent Units used together (including, without limitation, portions of any hallway and any walls) may be altered with written consent of the Board, as provided in Paragraph 4.8 herein, to afford ingress to and egress from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owners or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided:

a. The expense of making such alteration shall be paid in full by the Unit Owner or Owners making such alterations;

b. Such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid; and

c. Such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent Units), including, without limitation, reasonable access and ingress to and egress from the other Units in the hallway affected by such alteration.

2.12. OWNERSHIP OF COMMON PERSONAL PROPERTY. Upon termination of the Construction Period, as defined herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the Premises, furnished by Declarant, and intended for the common use and enjoyment of the Condominium Unit Owners and occupants. No Owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the Owner's termination of possession of his Condominium Unit.

MEMBERSHIP, ADMINISTRATION, MANAGEMENT

3.1. BY-LAWS. The management of the PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC. shall be in accordance with the terms of this Declaration and the By-Laws. A copy of the By-Laws which have been duly adopted by the Board of Directors of the Association is attached hereto as Exhibit "E" and incorporated herein by references for all purposes; and all Owners and all holders of liens thereon shall be bound thereby. The Owners of all Units covenant and agree that the administration of the Association and the Common Elements shall be in accordance with the provisions of this Declaration, the Articles of Incorporation, and the By-Laws, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Association or Property, as same may be amended from time to time.

3.2. MEMBERSHIP. Any person, on becoming an Owner of a Condominium Unit, shall automatically become a Member of the Association. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC., during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void.

3.3. VOTING. The Owner or Owners of each Unit shall be entitled to one vote, the value of which shall equal the undivided interest in the Common Elements assigned to said Owner's or Owners' Unit as set forth in Exhibit "C" hereto. The combined number of votes that can be cast by Unit Owners shall equal the total number of Units in the Condominium Regime. The undivided interest in the Common Elements assigned to each Unit, when totalled for all Units, must equal one hundred percent (100%).

3.4. BOARD OF DIRECTORS. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws.

3.5. MANAGEMENT AGREEMENTS. The Association shall enter into a management agreement, terminable by the Association and of a term not to exceed three years, renewable by agreement of the parties for successive periods of no more than one year each. In the event of the termination of the management, as provided herein, the Association shall enter into a new management agreement prior to the effective termination date of the old management agreement. Any decision to establish self-management by the Association shall comply with Provision 11.1d of this Declaration.

ARTICLE IV

OWNERSHIP, USE AND OCCUPANCY

4.1. USE OF INDIVIDUAL UNITS. Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Unit, or combined Units, shall be used for residential purposes, or such other uses permitted by this Declaration, and for no other purposes. This residential restriction shall not, however, be construed in such manner as to prohibit an Occupant from maintaining his personal library; keeping his personal business or professional records and accounts; or handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restriction. Every Owner and Occupant shall have a beneficial interest of use and enjoyment in his respective Unit subject to the right of the Board to establish Rules and Regulations, and penalties for infractions thereof, governing:

a. Occupancy quotas;

VOL 3 PAGE 392

b. The wasteful consumption of utilities that are billed through the Association;

c. The installation of appliances and electronic equipment which disproportionately consume common utilities or interfere with audio or visual reception in other Units;

d. The leasing of Units;

e. Window treatments;

f. Sound transmission between Units;

g. Anything that interferes with the property and lifestyle values of a majority of the Owners, or the maintenance and administration of the Association.

4.2. USE OF COMMON ELEMENTS. The Common Elements shall be used only by the Unit Owners and Occupants, and their agents, employees, relatives and guests, in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. The Common Elements may be used for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units. Common Elements designed for specific use, such as a swimming pool or trash receptacles, shall be used for the purposes approved by the Board. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner or Occupant. Every Owner and Occupant shall have a beneficial interest of use and enjoyment in the Common Elements subject to the right of the Board to establish rules and regulations, and penalties for infractions thereof, governing:

a. Use of the Common Areas and the improvements and facilities located thereon;

b. The types, sizes, numbers, locations, and movement of motorized and recreational vehicles within the Common Area;

c. Hazardous, illegal or annoying materials or activities in and upon the Property;

d. The types, sizes, number, locations and behavior of animals in and upon the Property;

e. The use and maintenance of a private security system for the Property;

f. Trash disposal, storage areas and temporary structures;

g. The use, maintenance and appearance of Limited Common Elements;

h. The posting of signs in and upon the Property;

i. Anything that interferes with the property and lifestyle values of a majority of the Owners, or the maintenance and administration of the Association.

4.3. OWNERSHIP BY MORE THAN ONE PERSON. A Condominium Unit may be held and owned by any person, firm, corporation or other entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

4.4. RIGHT OF ENTRY. The Association shall have the irrevocable right to have access to each Unit, from time to time during reasonable hours, as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

4.5. RIGHT TO LEASE. The Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days, nor shall less than an entire Unit be rented or leased. The Owners of the respective Units shall have the absolute right to lease the Units, provided that the lease is in writing and is made subject to this Declaration, the By-Laws, and any Rules and Regulations adopted by the Board of Directors and published from time to time.

4.6. RESTRICTION OF OWNERSHIP. An Owner shall not be deemed to own the unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit, nor shall such Owner be deemed to own the utilities running through his Unit which serve more than one (1) Unit, except as a tenant in common with the other Owners.

4.7. OWNER MAINTENANCE. An Owner shall be deemed to own, and shall maintain, everything within the unfinished surfaces of the perimeter walls, floors and ceilings that surround his Unit. An Owner shall own and maintain the inner, finished surfaces of the perimeter walls, floors and ceilings; interior walls, floors, ceilings, and doors entirely within the Unit; all fixtures and equipment installed within the Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (hereafter referred to as "utilities") enter the Unit; the heating and cooling system serving solely his Unit, although some components may be exterior to the Unit. An Owner shall also be responsible for the cleanliness and upkeep of the patio or balcony which is a Limited Common Element of the Unit. An Owner shall also be obliged to promptly repair and replace any broken or cracked glass in his Unit's windows and doors.

4.8. IMPAIRMENT. An Owner shall do no act nor any work that will impair the structural soundness and integrity of the Building or impair any easement or hereditament. No Owner shall in any way alter, modify, add to or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without complying with the Architectural Control provisions of this Declaration. No Owner shall maintain a water bed on any floor other than the ground floor of any structure.

4.9. LIABILITY FOR NEGIGENT ACTS. In the event the need for maintenance, repair or replacement of Units or Common Elements is caused through the willful or negligent act of an Owner or Occupant, or his family, guests or invitees, and is not covered or paid for by insurance, the cost of such maintenance, repair or replacement shall be added to and become a part of the assessment to which the Owner's Unit is subject, pursuant to Article IV hereof. Such liability is limited to the liability the Owner has under Texas law.

4.10. MECHANIC'S AND MATERIALMAN'S LIENS. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent contractor or subcontractor, shall be the basis for filing a lien against the Common Elements owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against such liability arising from the claim of any lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

4.11. SUBJECT TO DECLARATION AND BY-LAWS. Each Owner and the Association shall comply strictly with the provisions of this Declaration, the By-Laws, the decisions, resolutions, Rules and Regulations of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners, or, in proper case, by an aggrieved Owner against another Owner or against the Association.

4.12. RULES AND REGULATIONS. After declarant control has terminated, the Board or the Association membership may, by majority vote, pass, amend or revoke administrative Rules and Regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Article and other provisions of this Declaration and By-Laws.

4.13. USE BY DECLARANT. Nothing in this Article, the Declaration or By-Laws shall be construed to prohibit the Declarant from using any Unit owned by the Declarant for promotional, marketing or display purposes or from using any appropriate portion of the Common Elements for marketing or customer service purposes.

ARTICLE V

ARCHITECTURAL AND DESIGN CONTROL

5.1. PROHIBITION OF ALTERATION AND IMPROVEMENT. Subject to the reservations by Declarant under Paragraph 10.1, no building, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement or structure of any kind shall be commenced, erected, painted or maintained upon the Property, nor shall any alteration or improvement of any kind be made thereto (save and except for repainting and redecorating of the interior of a Unit by an Owner) until the same has been approved in writing by the Board or by an Architectural Control Committee (the "Committee") appointed by the Board.

5.2. PLANS AND APPROVAL. Plans and specifications showing the nature, kind, shape, color, size, material and location of such improvements or alterations, shall be submitted to the Board or Committee for approval as to such matters as quality of workmanship and design and harmony of structural and external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to rebuild in accordance with plans and specifications previously approved by the Board or Committee and still in effect at the time work is initiated. No landscaping of patios or yards visible from the street, from other Units or from the Common Elements shall be undertaken by any Owner until plans and specifications showing the nature, kind, shape, design and location of the proposed materials shall have first been submitted to and approved in writing by the Board or Committee. The Board or Committee shall respond in writing within ninety (90) days from the date it receives said requests for approval of plans and specifications required under this Section. If the Board or Committee does not respond in writing within said ninety (90) day period, the Board or Committee shall be deemed to have approved said request.

5.3. NON-LIABILITY. Neither Declarant, its successors or assigns, nor the Board or Committee, nor any Member thereof, shall be held responsible for any loss or damage, nor shall the same be held liable in any manner whatsoever, for any errors or defects which may or may not be shown on said plans or specifications or on buildings or structures erected in accordance with such plans or specifications or otherwise.

5.4. ARCHITECTURAL CONTROL COMMITTEE. The number, appointment and term of Members of the Committee shall be provided in the By-Laws, subject to the following limitations:

a. If a Committee is appointed, there shall be not less than three (3) nor more than five (5) Members of the Committee.

b. Declarant may appoint all of the original Members of the Committee and all replacements until control of the Association is fully transitioned to the Owners. Thereafter, the Board shall have the power to appoint all of the Members of the Committee. Committee Members appointed by the Declarant need not be Members of the Association. Committee Members appointed by the Board shall, however, be from the membership or Occupants of the Association.

c. The Committee shall act without compensation but shall be permitted to charge reasonable fees to cover the costs of drawing, approving or distributing plans and specifications.

ARTICLES VI

ASSESSMENTS

6.1. PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and recreation of all the Occupants, and in particular for the improvements, maintenance and preservation of the Property. The Board may use said Assessments for Common Expenses growing out of or connected with the

maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements which may include, but shall not be limited to: all insurance; maintenance and replacement of the Common Elements; management costs; taxes; legal and accounting fees; landscape maintenance; garbage pickup; pest control; security services; utilities; discharge of any liens on the Common Elements; a reasonable contingency fund; reserve funds for the replacement of Common Elements; and enforcement of the provisions of this Declaration, the By-Laws and the Rules and Regulations promulgated thereunder. The decision of the Board with respect to the use of Assessments shall be final so long as made in good faith.

6.2. WORKING CAPITAL FUND. On the effective date of this Declaration, a working capital fund for the initial operation of the Project shall be established. Nonrefundable contributions to this fund, in the amount of two (2) months' estimated Common Assessments charge for each Unit, will be collected at the closing of each Unit conveyed by the Declarant.

6.3. RESERVE FUNDS. The Association shall establish and maintain reserve funds at levels adequate for the replacement or major repair of Common Element components. Such reserves shall be funded by Annual Assessments rather than by extraordinary Special Assessments.

6.4. ANNUAL BUDGET. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including but not limited to the uses stated in Paragraph 6.1 above. The annual budget shall provide for a reserve for contingencies for the year and reserve funds as required in Paragraph 6.3 above. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner.

6.5. ASSESSMENTS.

a. Annual Assessments. Each Unit Owner shall be assessed annually for his proportionate share of the Common Expenses for such year as shown by the annual budget. The proportionate share for each Unit Owner shall be in accordance with his Unit's ownership interest in the Common Elements, as set forth in Exhibit "C" of the Declaration. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay an installment of one-twelfth (1/12) of the Annual Assessment, hereinafter referred to as "Monthly Assessments". In the event that the Board shall not approve an estimated annual budget or shall fail to determine new assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective Monthly Assessment as last determined. In the event that during the course of any year, it shall appear to the Board that the Monthly Assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall approve an assessment increase covering the estimated deficiency for the remainder of the year, such increase to be assessed in proportion to each Unit's ownership interest in the Common Elements. At least thirty (30) days prior to the effective date of any increase or decrease in Annual or Monthly Assessments, the Board shall notify Unit Owners of (a) the amount of, (b) the budgetary basis for, and (c) the effective date of the increased or decreased assessment.

b. Special Assessments. In addition to the Annual Assessments and supplemental assessments authorized above, the Board may levy, in any year, one or more Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget, contingency or reserve funds, provided that any such Special Assessment shall be approved by at least a majority vote of the Owners. Said Special Assessments shall be assessed against each Owner in proportion to his Unit's ownership interest in the Common Elements as set forth herein.

c. Individual Assessments. An individual assessment may be levied by the Board against an individual Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Unit into compliance with the provisions of this Declaration and By-Laws.

d. Deficiency Assessments. Pursuant to the provisions of Paragraphs 8.3, 8.4b, and 8.9b(4), the Board may levy a deficiency assessment against all Owners for the purpose of defraying, in whole or in part, the cost of reconstruction or restoration in the event that insurance proceeds or condemnation awards prove insufficient. Said deficiency assessments shall be assessed against each Owner in proportion to his Unit's ownership interest in the Common Elements.

6.6. PERSONAL OBLIGATION. All Owners shall be obligated to pay the assessments, either estimated or actual, levied by the Board to meet the Common Expenses. The amount of Common Expenses assessed against each Unit shall be the personal and individual debts of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expense by waiver of the use or enjoyment of the Common Elements or by abandonment of his Unit.

6.7. DEFAULT IN PAYMENT OF ASSESSMENTS.

a. The Board shall have the responsibility to take prompt action to collect any assessment which remains unpaid more than fifteen (15) days from the due date for payment thereof. The Board may accelerate the payment of the balance of an assessment in the event of a default by an Owner in the payment of an installment on that assessment. In the event of default in the payment of an assessment, such Owner shall be obligated to pay late charges in the form of interest on the amount of the assessment from due date thereof, the rate of said interest to be determined by the Board, but not to exceed the maximum permitted by law. Such Owner in default shall also be liable for all expenses incurred by the Association to collect such assessment and late charge, including attorneys fees. Suit to recover a money judgment for unpaid Common Assessments shall be had in Collin County, Texas, and maintainable without foreclosing or waiving the lien securing same. Additionally, the Board shall give prompt notice of any default in payment of an assessment on a Unit to the Mortgagee, if any, on such Unit.

b. The Board may also temporarily suspend the Association membership rights of any Owner who is in default in payment of any assessment.

6.8. ASSESSMENT LIEN.

a. All sums assessed but unpaid by a Unit Owner for the share of Common Expenses chargeable to his respective Unit, including interest thereon and collection expenses as provided in Paragraph 6.7 above, shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for:

- (1) All taxes and special assessments levied by governmental and taxing authorities; and
- (2) All liens securing sums due or to become due under any duly recorded mortgage vendor's lien or Deed of Trust.

b. To evidence such a lien the Board may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one of the Board of Directors and may be recorded in the Office of the Clerk and Recorder of Collin County, Texas. Such lien for the Common Expenses shall attach from the date such Common Expense assessment was due.

c. Such lien may be enforced by foreclosure of the defaulting Owner's Unit by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Article 3810 of the Revised Civil Statutes of the State of Texas, or in any manner permitted by law. Each Owner, by accepting a deed to his Unit, expressly grants to the Association a power of sale, set forth in said Article 3810, in connection with the assessment lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney's fees. The Owner shall also be required to pay the Association a reasonable rental for the Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect same. The Association shall have the power to bid on the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

d. Any encumbrancer holding a lien on a Unit may pay any unpaid Common Assessment payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit, for the amount paid, of the same rank as the lien of his encumbrance. However, such payment shall not be deemed a waiver of the Owner's default by either the Association or such encumbrancer.

e. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Unit to secure payment of any assessment which is levied pursuant to the terms hereof. Said liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, but not limited to, interest, costs and reasonable attorney's fees, shall be chargeable to the Owner in default. Such lien shall be subordinate and inferior to those liens listed in Subparagraphs 6.1a(1) and (2).

6.9. TRANSFER OF UNIT BY SALE OR FORECLOSURE. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of a mortgage, or by Deed or other transfer in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer (except for assessments which became due prior to the recordation of such mortgage). No such sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof. When any Mortgagee of a mortgage obtains title to a Unit as a result of foreclosure of such mortgage, or by deed or other conveyance in lieu thereof, such Mortgagee shall not be liable for the unpaid dues or charges of the Association chargeable to such Unit which accrued subsequent to the recordation of such mortgage and prior to the acquisition of title to such Unit by such Mortgagee. Such unpaid dues or charges shall be deemed to be Common Expenses collectible from all of the Units including the Unit acquired by such Mortgagee. If expressly agreed by the grantee, in a voluntary conveyance of a Unit (other than a deed or conveyance to a Mortgagee in lieu of foreclosure), the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee, upon payment to the Association of a reasonable fee, and upon written request, shall be entitled to a statement from the Association setting forth the amount of any unpaid assessments then due and owing to the Association with respect to the Unit being purchased, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement and applicable to a period of time prior to the date of such statement; provided, however, the grantee shall be liable for any such assessments becoming due after the date of any such statement.

ARTICLE VII

INSURANCE

7.1. MASTER HAZARD INSURANCE The Association shall obtain and maintain at all times insurance of the type and kind provided hereinafter, including such other risks, of a similar or dissimilar nature, as may be

equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association and all Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts the Board may deem advisable. Each Owner irrevocably designates the Owners Association, as Attorney In Fact, to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after thirty (30) days' prior written notice to each First Mortgagee. The Board of Directors shall, upon request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

7.2. MASTER LIABILITY INSURANCE. The Association shall keep a comprehensive policy or policies of public liability insurance covering the Common Elements of the Project and such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of a Unit Owner because of negligent acts by the Association, its Board of Directors or a Unit Owner. Such policy or policies shall be in amounts of not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damage, plus an umbrella policy for not less than One Million Dollars (\$1,000,00.00) for all claims for personal injury, including death, and/or property damage arising out of a single occurrence; and the policy shall include water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other coverage as is customarily deemed necessary with respect to projects similar in nature.

7.3. ADDITIONAL ASSOCIATION POLICIES. The Association shall keep a policy or policies of (i) liability insurance insuring the Board of Directors, officers and employees of the Association against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entities, (ii) workmen's compensation as required under the laws of the State of Texas, and (iii) such other insurance as deemed reasonable and necessary in order to protect the Project, the Unit Owners and the Association.

7.4. INSURANCE ON THE UNITS. The Association shall be responsible for obtaining insurance upon the Units, including all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors and ceilings of such Unit, as initially installed or replacements thereof. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Association's operation or maintenance of the Project. Each Unit Owner shall be responsible for obtaining minimum liability coverage on his Unit of \$100,000.00, and shall furnish proof of coverage if requested by the Board. Each Unit Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on improvements and betterments, the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Unit Owner.

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

ARTICLES VIII

DAMAGE, DESTRUCTION OR OBSOLESCENCE

8.1. ASSOCIATION AS ATTORNEY IN FACT. This Declaration hereby makes mandatory the irrevocable appointment of an Attorney In Fact to deal with the Property upon its destruction, obsolescence or condemnation. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute appointment of the Attorney In Fact herein.

provided. All of the Owners irrevocable constitute and appoint PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC., or its successor non-profit corporation, if same be hereafter organized, their true and lawful Attorney in their name, place and stead, for the purpose of dealing with the Property upon its destruction, obsolescence or condemnation, as hereinafter provided. As Attorney In Fact, the Association, by its authorized officers shall have full and complete authorization, right and power to make, execute and deliver any contract, Deed or any other instrument with respect to the interest of a Condominium Unit Owner which is necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s), as used in the succeeding Subparagraphs, means restoring the improvements(s) to substantially the same condition in existence prior to the damage, with each Unit and Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements, unless all of the Owners and all of the First Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

8.2. SUFFICIENT PROCEEDS. In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvements(s), shall be applied by the Association, as Attorney In Fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

8.3. LESS THAN 2/3 DESTRUCTION. If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty-six and two-thirds percent (66-2/3%) of all the Common Elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as Attorney In Fact, using the proceeds of insurance and the proceeds of a deficiency assessment to be made against all of the Owners and their Condominium Units. Such deficiency assessment shall be a Common Expense and made pro rata according to each Owner's proportionate interest in the Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The deficiency assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Article VI hereof, but will be subordinate to any prior recorded first mortgage lien, as provided in Paragraph 6.9 hereof. Should the Association choose to foreclose said assessment lien, as provided in Article VI, the proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney In Fact, in the following order:

- a. For payment of taxes and special assessment liens in favor of any governmental assessing entity;
- b. For payment of the balance of the lien of any first mortgage;
- c. For payment of unpaid Common Expenses;
- d. For payment of junior liens and encumbrances in the order and extent of their priority; and
- e. The balance remaining, if any, shall be paid to the Condominium Unit Owner.

8.4. 2/3 OR MORE DESTRUCTION.

a. If more than sixty-six and two-thirds percent (66-2/3%) of all of the Common Elements, not including land, are destroyed or damaged, and if the Owners of Units representing an aggregate ownership interest of one hundred percent (100%) of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, the Board shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary, the entire remaining Premises shall be sold by the Association, as Attorney In Fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the

Association according to each Unit's proportional interest in the Common Elements and such divided proceeds shall be paid into a separate account for each Unit, the total number of accounts being equal to the total number of Units in the Project. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as Attorney In Fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any one (1) account to another, toward the full payment of the lien of any first mortgage against the Condominium Unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire Property. Such apportionment shall be based upon each Unit's proportionate interest in the Common Elements. The total funds of each account shall be used and disbursed, without contribution from one (1) account to another, by the Association, as Attorney In Fact, for the same purposes and in the same order as is provided in Paragraph 8.3 hereof. Any decision to terminate the Condominium status as herein provided must have the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of the Association.

b. If the Owners representing an aggregate ownership interest of one hundred percent (100%) of the Common Elements adopt a plan for reconstruction, then all of the Owners shall be bound by the terms and provisions of such plan. Any deficiency assessment made in connection with such plan shall be a Common Expense and made pro rata according to each Owner's proportionate interest in the Common Elements and shall be due and payable as provided by the terms of the plan. The Association shall have the authority to cause the repair and restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The deficiency assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Paragraph 6.8 hereof, but will be subordinate to any prior recorded first mortgage lien, as provided in Paragraph 6.9 hereof. Should the Association foreclose said assessment lien, as provided in said Paragraph 6.8, the proceeds derived from sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney In Fact, for the same purposes and in the same order as is provided in Paragraph 8.3 hereof.

8.5. OBsolescence.

a. The Owners representing an aggregate ownership interest of at least sixty-seven percent (67%) of the Common Elements, may agree that the Common Elements of the Property are obsolete and that the same should be renewed or reconstructed. In such instance, a special assessment may be levied as a Common Expense for the purpose of renewing or reconstructing the Common Elements.

b. The Owners representing an aggregate ownership interest of one hundred percent (100%) of the Common Elements and all holders of first mortgages may agree that the Common Elements of the Property are obsolete and that the same should be sold. In such instance, the Board shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary, the entire Premises shall be sold by the Association, as Attorney In Fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-Laws. The sale proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit's proportionate interest in the Common Elements, and such divided proceeds shall be paid into a separate account for each Unit, the total number of accounts being equal to the total number of Units in the Project. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as Attorney In Fact, shall use and disburse the total amount (of each) of such funds, without contribution from any one (1) account to another, for the same purposes and in the same order as is provided in Paragraph 8.3 hereof.

8.6. REPAIR OF INTERIOR OF UNIT. Each Owner shall be responsible for the reconstruction, repair or replacement of that portion of the interior of his Unit which the Owner has installed, furnished or provided, including but not limited to, any floor coverings, wall coverings, window shades, draperies, furniture, furnishings, decorative light fixtures, or other improvements, betterments and additions to his Unit, and all appliances located therein irrespective of whether or not such appliances are "built-in" to the Unit, except the original built-in appliances. Each Owner shall further be responsible for the costs of reconstruction or repair of interior walls of the Owner's Unit, if not otherwise covered by insurance carried by the Association. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or replacement of any portion of the Project necessitated by his negligence or misuse or the negligence or misuse by his family, guests, agents, employees or contractors. In the event damage to all or any part of the interior of an Owner's Unit is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of an Owner's Unit is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

8.7. ACCORDANCE WITH PLANS. Any restoration, reconstruction or repair of the Project shall be performed substantially in accordance with this Declaration and the original Plans and specifications, unless other action is approved by First Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units subject to first mortgages and Owners representing an aggregate ownership interest of at least sixty-seven percent (67%) of the Common Elements.

8.8. JUDICIAL PARTITION. There shall be no judicial partition of the Common Elements, nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph 8.1 hereof in the case of damage or destruction or unless the Property has been removed from the provisions of the Texas Condominium Act; provided, however, that if any Condominium Unit 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 between such co-tenants, but such partition shall not affect any other Condominium Unit.

8.9. CONDEMNATION OR EMINENT DOMAIN.

a. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association as Attorney In Fact, and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Condominium Unit. The expense of participation in such proceedings by the Association shall be a Common Expense. The Association, as Attorney In Fact, is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association as Attorney In Fact, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Condominium Unit), the Board, on behalf of the Association, as Attorney In Fact, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding.

b. With respect to any such taking, all damages and awards shall be determined for the taking of the individual Units and for the taking of the Common Elements and for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner for the loss of the individual Unit plus an amount in proportion to his ownership interest in the Common Elements to be applied or paid as set forth in Paragraph 8.3 hereof, unless restoration takes place as herein provided. The Board, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Board, on behalf of the Association, as Attorney in Fact. In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than two-thirds (2/3) of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

(1) The Board shall determine which of the Condominium Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium Project and the reduced size of each Condominium Unit so damaged.

(2) The Board shall determine whether it is reasonably practicable to operate the remaining Condominium Units of the Project, including those damaged Units which may be made tenantable, as a Condominium in the manner provided in this Declaration.

(3) In the event that the Board determines that it is not reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable, then the Condominium Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants in common, in the proportionate ownership interest previously owned by each Owner in the Common Elements. Any decision to terminate the condominium status of the Project must have the approval of First Mortgagees holding the mortgages on at least fifty-one percent (51%) of the Units subject to first mortgages.

(4) In the event that the Board determines it will be reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Unit, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct such Condominium Unit so that it is made tenantable. The restoration shall comply with Paragraph 8.7 of this Declaration. If the cost of such work exceeds the amount of the award, the Board may levy a deficiency assessment against those Condominium Units which are tenantable. With respect to those Units which may not be tenantable, the award made shall be paid as set forth in Paragraph 8.3 and the remaining portion of such Units, if any, shall become part of the Common Elements. Upon the payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the proportionate ownership interest in the Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the

Common Elements among the reduced number of Owners based upon the square footage of the individual remaining Units in proportion to the total square footage of all the remaining Units. If two-thirds (2/3) or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants in common in the proportionate ownership interest previously owned by each Owner in the Common Elements. The Owners representing an aggregate ownership interest of sixty-seven percent (67%) of the Common Elements and First Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units subject to first mortgages may agree that the Property should be sold. In such instance, the Association shall record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized officers, the entire Premises shall be sold by the Association, as Attorney In Fact, for all of the Owners, free and clear of the provisions contained in the Declaration, the Plat and the By-Laws. The sales proceeds shall be apportioned among the Owners on the basis of each Unit's proportionate ownership interest in the regrouped estate. Any damages, awards, or sales proceeds provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Paragraph 8.3 hereof.

ARTICLE IX

PROTECTION OF MORTGAGEES

9.1. **NOTICE TO ASSOCIATION.** An Owner who mortgages his Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a Deed of Trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units."

9.2. **RIGHTS OF MORTGAGEES.** No breach of the covenants, conditions and restrictions contained in this Declaration, nor the enforcement of any lien provisions herein, shall render invalid the lien of any first lien mortgage on any Unit made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, unless otherwise provided herein.

9.3. **NOTICE TO LENDERS.** All First Mortgagees who have filed with the Association an appropriate written request, shall be entitled to receive the following notices in writing from the Association:

a. Notice of any proposed change in the Declaration or By-Laws, which notice shall be given thirty (30) days prior to the effective date of such change;

b. Notice of default by the Owner or grantor of any mortgage on a Unit (the beneficial interest in which is held by said First Mortgagee) in the performance of such Owner's or grantor's obligations under the Declaration or By-Laws, which default is not cured within sixty (60) days;

c. Notice of any damage or destruction to any individual Unit subject to a mortgage (the beneficial interest in which is held by said First Mortgagee) which damage exceeds One Thousand Dollars (\$1,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such damage or destruction;

d. Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

e. A copy of the most recent audited financial statement of the Association;

f. Notice of any loss to or taking of any portion of the Common Elements or facilities or improvements thereon, which loss or taking exceeds Ten Thousand Dollars (\$10,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such loss or taking; and

g. Prior written notice of all meetings of the Association, permitting the designation of a representative of such Mortgagee to attend such meetings, one such request to be deemed to be a request of prior written notice of all subsequent meetings of the Association.

9.4. EXAMINATION OF BOOKS. The Association shall permit Mortgagees to examine the books and records of the Association upon written request during normal working hours.

9.5. TAXES, ASSESSMENTS AND CHARGES. All taxes, assessments and charges which may become liens prior to the first mortgage under local laws shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

ARTICLE X

RESERVATIONS BY DECLARANT

10.1. RESERVATION OF CONSTRUCTION AND SALES ACTIVITIES. In order that Declarant may establish the Property as a fully occupied Condominium, no Unit Owner nor the Association shall do anything to interfere with, and nothing in the Declaration shall be understood or construed to:

a. Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing in any Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of any work thereon;

b. Prevent Declarant, its successors or assigns, or its or their representatives, from erecting, constructing and maintaining on the Common Elements or any Unit owned or controlled by Declarant, its successors or assigns, or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing any work and establishing the Property as a Condominium and disposing of the same by sale, lease or otherwise;

c. Prevent Declarant, its successors or assigns, or its or their representatives, from maintaining a Sales Office and maintaining and showing model Units to aid in the marketing of the Units during the Construction Period; or

d. Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sign or signs for marketing of Units in the Property.

10.2. RESERVATION OF VARIANCE. Notwithstanding any provision of this Declaration to the contrary, the Declarant reserves unto itself the exclusive right to amend the Condominium Plat and to vary the size, shape, physical lay-out or location of the unsold Units and to correspondingly adjust the sales price and the percentage or fraction of ownership of the Common Elements of the respective Units remaining unsold. Such adjustment in the percentage or fraction of ownership of the Common Elements will only affect those Units owned by Declarant, and will not change or affect the percentage or fraction of ownership of any other Unit. This reservation shall be effective for the annexed and merged Condominium Regime but shall not work to readjust or reallocate any vested interests in the Common Elements appurtenant to any sold Units.

10.3. RESERVATION OF RIGHT OF MERGER AND ANNEXATION.

a. For a period of five (5) years from the date of recordation of this Declaration, the Declarant reserves the right, authority and power to annex tracts out of the adjoining land described in the attached Exhibit "D" for the purpose of establishing, annexing and merging an additional Condominium Regime. It is contemplated that Declarant will annex approximately one hundred sixteen (116) additional Units to the Project, but nothing contained herein shall restrict Declarant to this number of Units or obligate Declarant to annex this number of Units. The Regimes shall conform in basic respects to the general restrictions, limitations and benefits contained in this Declaration. The intended improvements in the future annexation tracts must be substantially completed prior to annexation. Upon the recordation of Condominium Declaration Supplements or Declarations of Annexation and Merger in compliance with this Paragraph 10.3, this Declaration shall further apply to and affect all of the Property described in this Declaration and the Property described in such Declaration Supplements or Declarations of Annexation and Merger, and shall also bind all Owners of any part of the Subsequent Regimes with the same effect as if the Regimes were originally subject to and described in this Declaration. Thereafter, the powers and responsibilities of the Board and Association shall be coextensive with regard to all Property included within the expanded Condominium and the Board and Association shall, pursuant to the provisions of this Declaration, constitute the Board and Association of the entire Condominium, as expanded. The rights, obligations and duties of each Owner shall be the same and identical to the rights, obligations and duties of the Owners prior to recordation of such Declaration Supplements or Declarations of Annexation and Merger, except as each Owner's percentage or fraction of ownership interest may be modified as herein provided.

b. The Association shall continue to maintain one (1) Common Expense Fund for the collection and disbursement of monies as required and permitted hereby for the maintenance, repair, replacement and operation of the expanded Condominium and in all respects and meanings, the Condominium, as expanded, shall be deemed to be a single Condominium Project for the purposes of and in accordance with the provisions of this Declaration and the Act.

c. The annexation and merger shall entail Buildings, amenities and Units of comparable design, size and quality and shall be accomplished by the filing of an appropriate Declaration Supplement or Condominium Declaration of Annexation and Merger. Said documents shall be recorded in the Condominium Records of Collin County, Texas, which will, inter alia:

- (1) Be executed by only the Declarant or its successors or assigns;
- (2) Contain a legal description of the land to be annexed to the Condominium;
- (3) Contain a sufficient description of the Units built or to be built on the annexed land;
- (4) Contain a reallocation of percentage or fraction of ownership interest in the Common Elements (as expanded by annexation) among all Units in the Condominium. Such reallocation will be calculated by determining the square footage of the individual Units in proportion to the new total square footage of all the Units; and
- (5) Any other information required by law or necessary to effectuate the intent of this Article.

d. This Declaration, including, but not limited to this Paragraph 10.3, does not presently create any interest in or with respect to the Property shown as Exhibit "D" which may be annexed, and this Declaration shall not affect in any manner all or any part of such Property unless and until a Supplemental Declaration or Declaration of Annexation and Merger is filed thereto in accordance with this Paragraph 10.3.

10.4. DECLARANT CONTROL. For the benefit and protection of the Unit Owners and any First Mortgagees of record for the sole purpose of insuring a complete and orderly buildup as well as a timely sellout of the Condominium Project, including the annexations as provided in Paragraph 10.3, the Declarant will retain control of and over the Association for a maximum period not to exceed January 1, 1988, or upon the sale of seventy-five percent (75%) of the Units, including the annexation, or when in the sole opinion of the Declarant, the Project becomes viable, self-supporting and operational, whichever occurs first. It is expressly understood, the Declarant will not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements with a term longer than one (1) year without majority Association approval upon relinquishment of Declarant control. Should Declarant elect not to annex the adjoining tract, then its control shall extend no longer than three (3) years from recordation of this Condominium Declaration. In no event shall control extend beyond January 1, 1988, if the proposed phase is annexed and incorporated hereinto by merger. Within sixty (60) days of the end of the Declarant Control Period, or sooner at the Declarant's option, the Declarant shall call an organizational meeting of the Members of the Association for the purpose of electing, by ballot of Owners, a Board of Directors and to transact such other business of the Association as may properly come before it.

10.5. OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE. During the Declarant Control Period, as provided in Paragraph 10.4 hereof, the Declarant shall be responsible for the difference between the Common Expenses of the Association and the annual assessments received from the Unit Owners, other than the Declarant. During the Declarant Control Period, Declarant shall provide any additional funds necessary to pay actual cash outlays required to fund current operating expenses of the Association. After the Declarant Control Period is terminated, Declarant shall pay the regular monthly assessment for each Unit or Units it owns. In no event shall Declarant's liability for assessments be less than required by the Act. Expenses incurred by the Declarant for the completion or marketing of the Project shall be paid by the Declarant, and shall not be Common Expenses of the Association.

10.6. CORRECTION OF ERROR, AMENDMENT.

a. Declarant reserves, and shall have the continuing right, until the end of the Construction Period, without the consent of the other Owners or any Mortgagee, to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration. Declarant also reserves the right to amend the Plat attached hereto as Exhibit "B" without the joinder of the other Owners or Mortgagees in order to designate or change the parking assignments made therein, but no such change shall affect the vested rights of any other Owner.

b. Additionally, Declarant reserves, and shall have the continuing right, until the end of the Construction Period, to amend this Declaration with the written consent of the First Mortgagee of any Unit which would be affected (but without the consent of any Owner).

c. To be effective, each amendment to the Declaration must be in writing, signed and acknowledged by the Declarant or such Mortgagees. Any such instrument shall be duly recorded in the Condominium Records of Collin County, Texas.

10.7. TEMPORARY MANAGING AGENT. During the Declarant Control Period, the Declarant may employ or designate a temporary manager or Managing Agent, who shall have and possess all of the rights, powers, authority, functions and duties as may be specified in the contract of employment or as may be

delegated by Declarant to him. The Declarant may pay such temporary manager or Managing Agent such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the Common Expenses of this Condominium Regime and shall be paid out of the Association budget.

ARTICLE XI

AMENDMENTS TO DECLARATION; APPROVAL OF OWNERS AND MORTGAGEES

11.1. CHANGES REQUIRING LENDER AND OWNER APPROVAL.

a. In addition to the consent of Owners representing an aggregate ownership interest of at least sixty-seven percent (67%) of the Common Elements, the approval of First Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units subject to first mortgages and, upon written request, notice to all First Mortgagees holding mortgages on Units, shall be required to add or amend any material provisions to this Declaration or to the By-Laws which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of Common Elements;
- (4) Insurance and fidelity bonds;
- (5) Rights to use of the Common Elements;
- (6) Responsibility for maintenance and repair of the Units and Common Elements;
- (7) Expansion of the Project;
- (8) Boundaries of any Unit, except as provided in Paragraph 10.2 herein;
- (9) Convertibility of Units into Common Elements, or Common Elements into Units;
- (10) Leasing of Units;
- (11) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Unit;
- (12) Any provisions which are for the express benefit of first mortgage holders, insurers, or guarantors of first mortgages; or,
- (13) The percentage interests of the Units in the Common Elements, except as provided in Paragraphs 10.2 and 10.3 herein, provided that the change of percentage of ownership must have the approval of each Owner affected by said amendment.

b. In addition to the consent of Owners representing an aggregate ownership interest of at least sixty-seven percent (67%) of the Common Elements, the approval of First Mortgagees holding mortgages on at least sixty-seven percent (67%) of the Units subject to first mortgages, shall be required to:

- (1) Partition or subdivide any Unit, provided that approval of the Owner and mortgage holder, if any, of the Unit being subdivided has been obtained;

(2) By act or omission, seek to abandon, partition, subdivide, encumber, or transfer the Common Elements, other than the granting of easements for public utilities or other public uses; or

(3) Use hazard insurance proceeds for losses to any Condominium property for other than the repair, replacement or reconstruction of such property, except as provided by statute in the case of substantial loss, and as provided in Paragraph 8.4.

c. In addition to the unanimous consent of Owners, the approval of First Mortgagees holding mortgages on at least sixty-seven percent (67%) of the Units subject to first mortgages, shall be required to terminate or abandon the Condominium status of the Project by act or omission, except for a termination due to destruction or condemnation.

d. In addition to the consent of a majority of Owners, the approval of First Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units subject to first mortgages, shall be required to terminate professional management of the Association and assume self-management thereof.

e. To obtain any lender approval required of the Association by these Declaration and By-Laws, the Association shall send one written request for each Unit encumbered by a recorded first lien. Any First Mortgagee who receives a written request to approve a change, and who does not deliver or post to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such a request.

11.2. AMENDMENT. Unless otherwise provided in this Article or elsewhere in this Declaration, any of the provisions herein may be amended by the consent of Owners representing an aggregate ownership interest of at least sixty-seven percent (67%) of the Common Elements, provided that:

a. No amendment shall affect the rights given to the Declarant herein without the consent of the Declarant;

b. No action to challenge the validity of an amendment adopted by the Association under this section may be brought more than one year after the amendment is recorded; and

c. To be effective, each amendment to the Declaration must be in writing, signed and acknowledged by the Board, indicating the required approval of such Owners or Mortgagees. Any such instrument shall be duly recorded in the Condominium Records of Collin County, Texas.

ARTICLE XII

GENERAL PROVISIONS

12.1. NOTICE. All demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of the Owner at such mailing address registered with the Association. If any Unit Owner shall fail to give an address to the Association for mailing of notices, all notices shall be sent to the Unit of such Unit Owner, and such Owner shall be deemed to have been given notice irrespective of actual receipt of same. All demands or other notices intended to be served upon the Association or its Board of Directors, shall be sent by ordinary or certified mail, postage prepaid, to 5055 Keller Springs Road, Suite 500, Dallas, Texas 75248, until such address is changed by a resolution of the Board and all Unit Owners have been notified.

12.2. CONFLICT BETWEEN DECLARATION AND BY-LAWS. Whenever the application of the provisions of this Declaration conflict with the application of any provision of the By-Laws adopted by the Association, the provisions or application of this Declaration shall prevail.

12.3. INVALIDATION OF PARTS. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

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

12.5. TEXAS CONDOMINIUM ACT. The provisions of this Declaration shall be in addition and supplemental to the Condominium Act of the State of Texas and to all other provisions of law.

12.6. GENDER. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed and delivered this 11th day of March, 1983.

T.F. STONE COMPANIES, INC.

By: 

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 Tommy F. Stone, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed on behalf of T.F. STONE COMPANIES, INC. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11th day of March, A.D., 1983.

Warren D. Haas
Notary Public in and for
the State of Texas

My Commission expires:

12-10-85

To Condominium Declaration for
COBBLESTONE CONDOMINIUM - PHASE IFIELD NOTES FOR
PHASE I OF COBBLESTONE CONDOMINIUMS

BEING a tract of land situated in Collin County, Texas out of the Mary Catherine and Sally Owen Survey, Abstract No. 672 and being more particularly described as follows:

BEGINNING at the intersection of the South R.O.W. line of Devonshire Drive (a 40' R.O.W.) and the West R.O.W. line of Independence Parkway (a 100' R.O.W.);

THENCE S 00°00'04" W along the said West R.O.W. line of Independence Parkway a distance of 165.00 feet to a point for corner;

THENCE N 89°56'23" W a distance of 363.49 feet to a point for corner;

THENCE N 00°03'37" E a distance of 63.00 feet to a point for corner;

THENCE N 89°59'56" W a distance of 122.00 feet to a point for corner;

THENCE S 00°00'04" W a distance of 46.21 feet to a point for corner;

THENCE N 89°59'56" W a distance of 97.23 feet to a point for corner;

THENCE S 00°00'04" W a distance of 32.92 feet to the beginning of a curve to the right 862.12 feet;

THENCE along said curve to the right an arc distance of 326.86 feet to the end of said curve;

THENCE N 14°59'56" W a distance of 137.32 feet to a point on the South R.O.W. line of Devonshire Drive, said point being located on a curve to the left having a central angle of 04°07'27", a radius of 800.00 feet, a tangent length of 28.81 feet and a tangent bearing of N 69°07'32" E;

THENCE along said curve to the left, an arc distance of 57.59 feet to the end of said curve;

THENCE N 65°00'04" E along the said South R.O.W. line a distance of 70.39 feet to the beginning of a curve to the right having a central angle of 25°00'00", a radius of 270.0 feet and a tangent of 59.86 feet;

THENCE along said curve to the right an arc distance of 117.81 feet to the end of said curve;

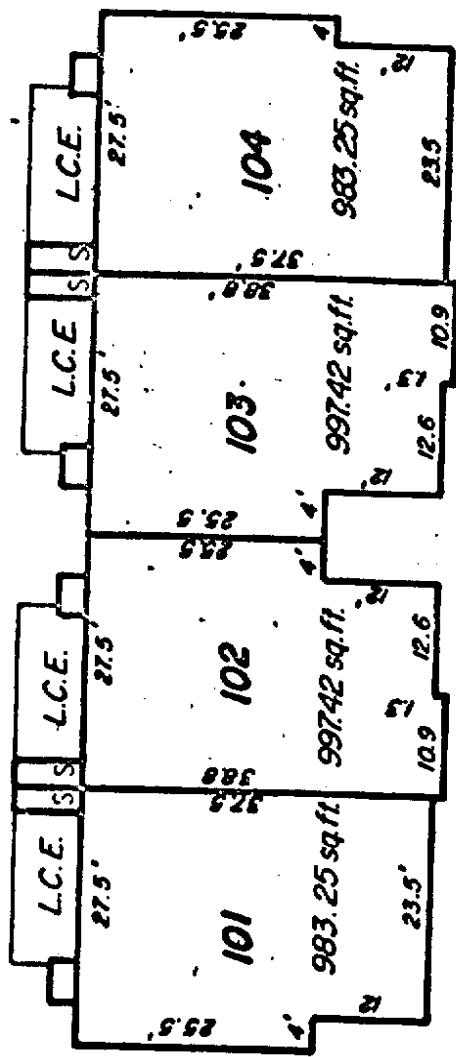
THENCE S 89°59'56" E along the said South R.O.W. line, a distance of 610.00 feet to the POINT OF BEGINNING and containing 3.33 acres of land, more or less.

C8221

September 20, 1982

Exhibit B VOL 3 PAGE 412

Scale: 1" = 20'



BUILDING "A" - 1 STORY

PHASE 1 3100 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

S=Storage Area for limited common element

BLACK R. DAVIS
BD & Associates, Inc.

consulting civil engineers & surveyors
2802 Carlisle Street Dallas, Texas 75201

L.C.E. - Limited Common Element

Exhibit B

VOL 3 PAGE 413

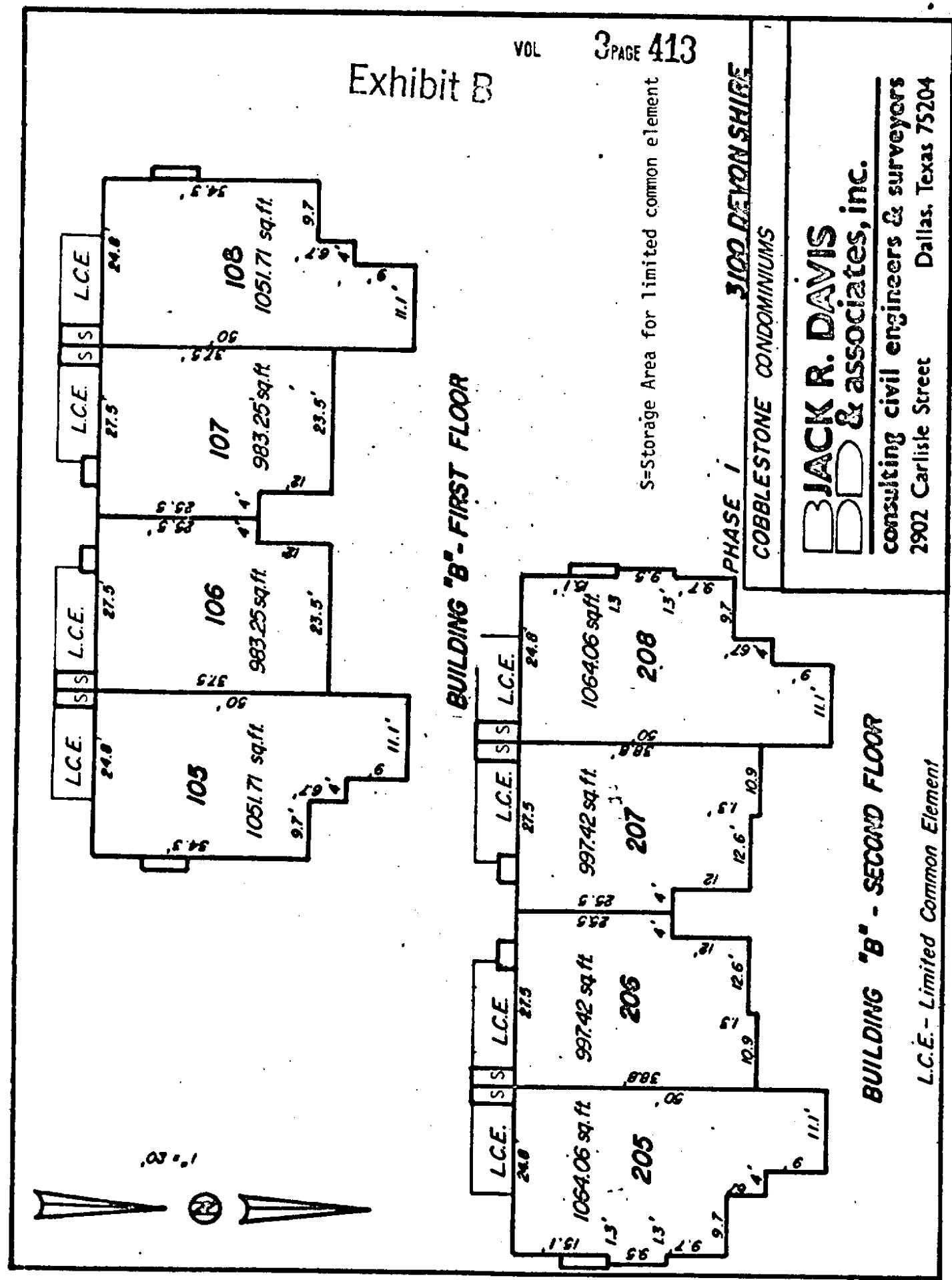


Exhibit B

VOL 3 PAGE 414

COBBLERSTONE CONDOMINIUMS - CHASE / COBBLERSTONE CONDOMINIUMS

BLACK R. DAVIS
B.R. Davis, Inc.

2002 Certified Seal 2002 Certified Seal Dallas, Texas

L.C.E.- Limited Common Element

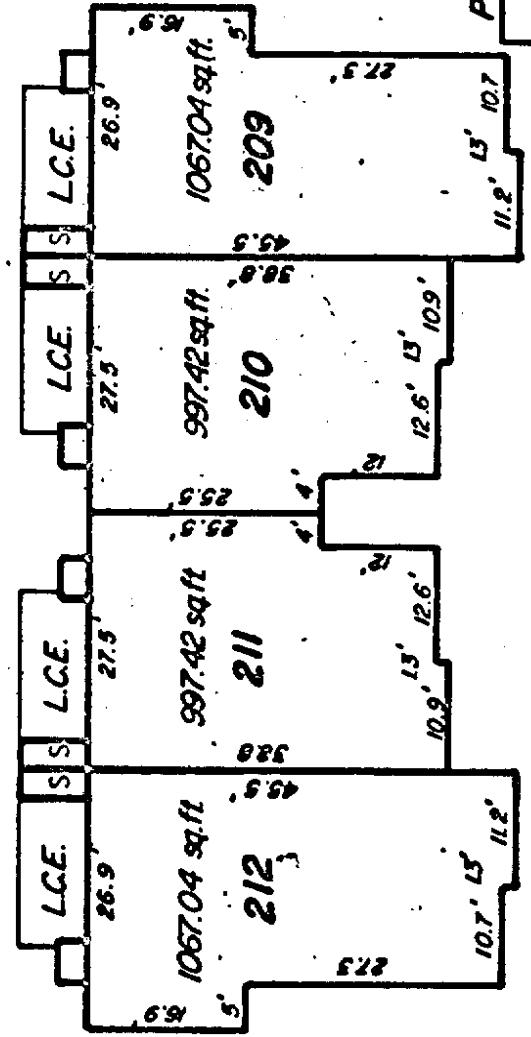
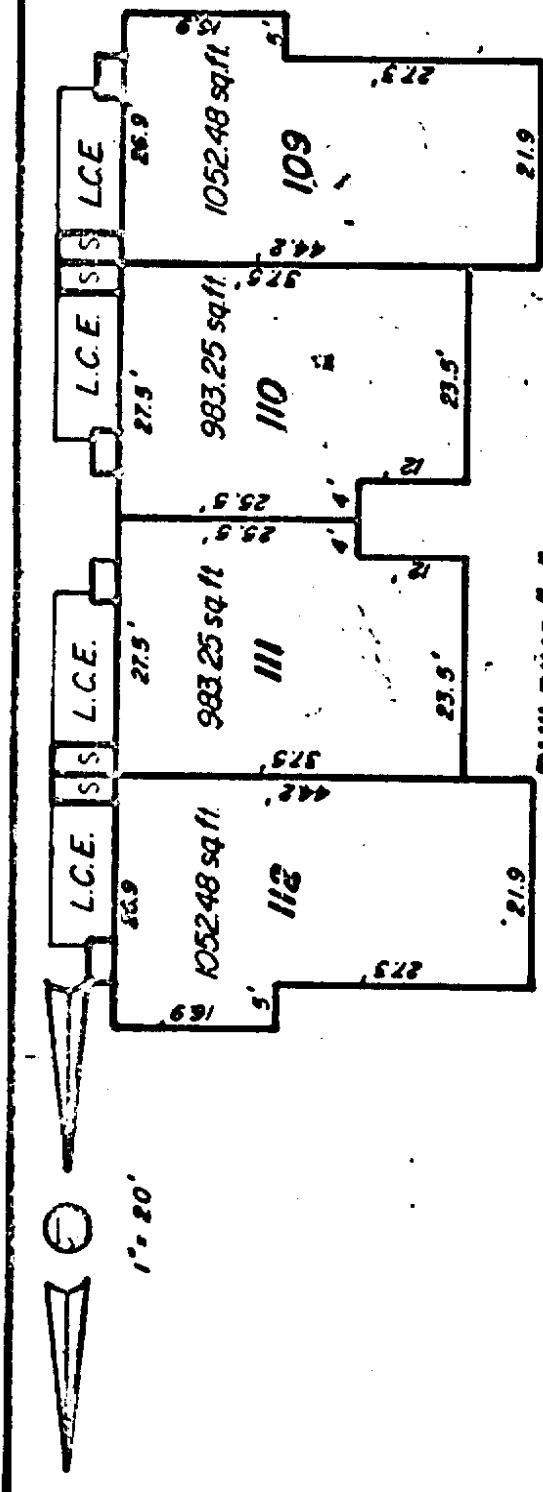
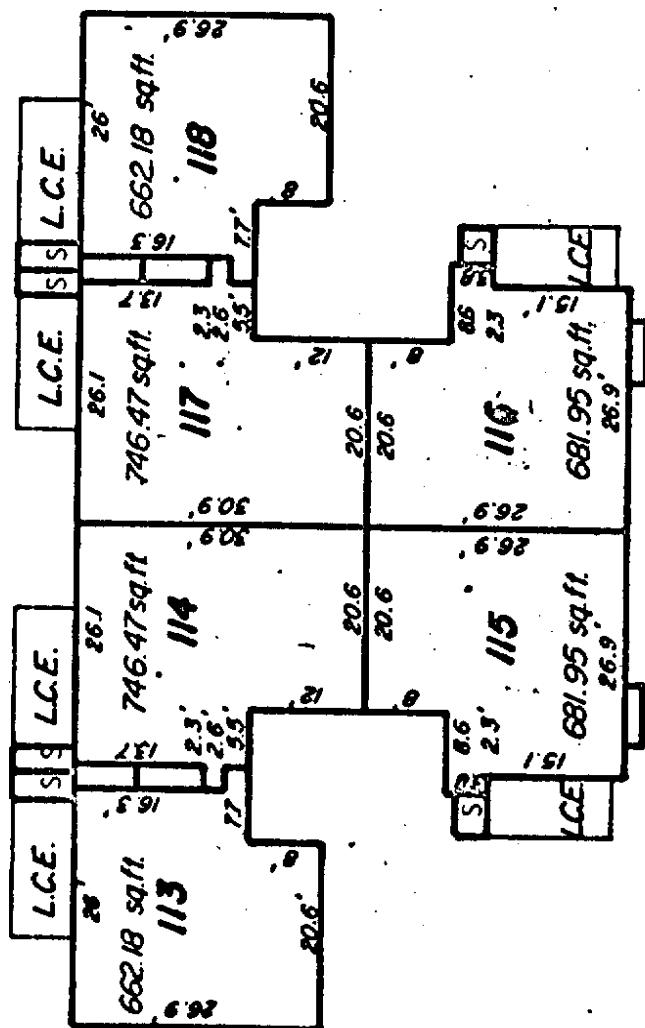


Exhibit B



BUILDING 'D' - FIRST FLOOR

S=Storage Area for Limited common element

PHASE 1 3110 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

BLACK R. DAVIS
BD & associates, inc.

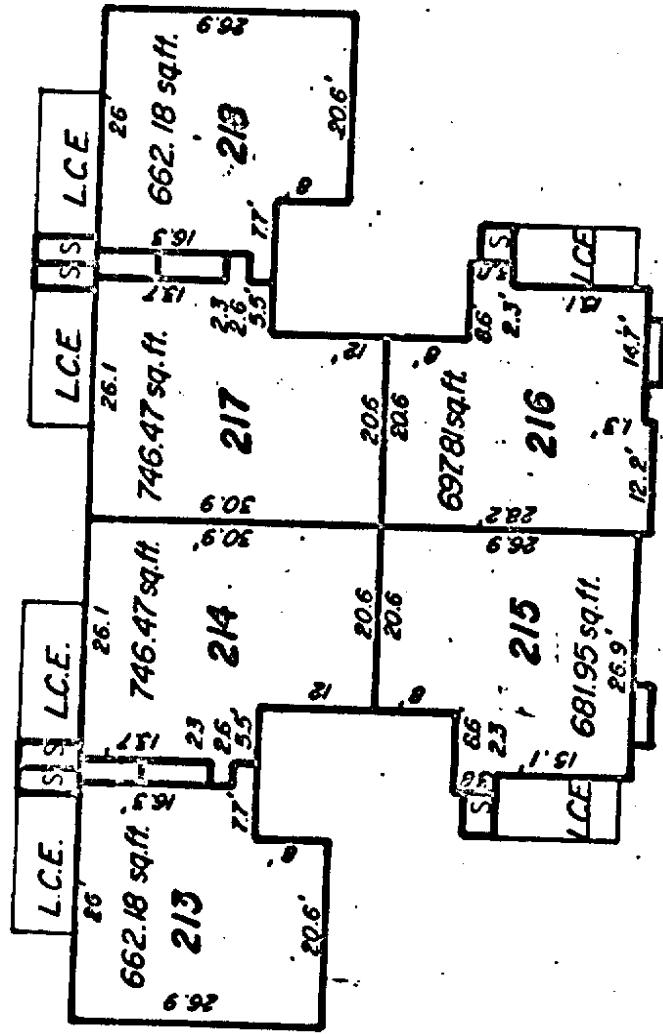
consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

L.C.E. - Limited Common Element

Exhibit B

VOL

3 PAGE 416



BUILDING "D" - SECOND FLOOR

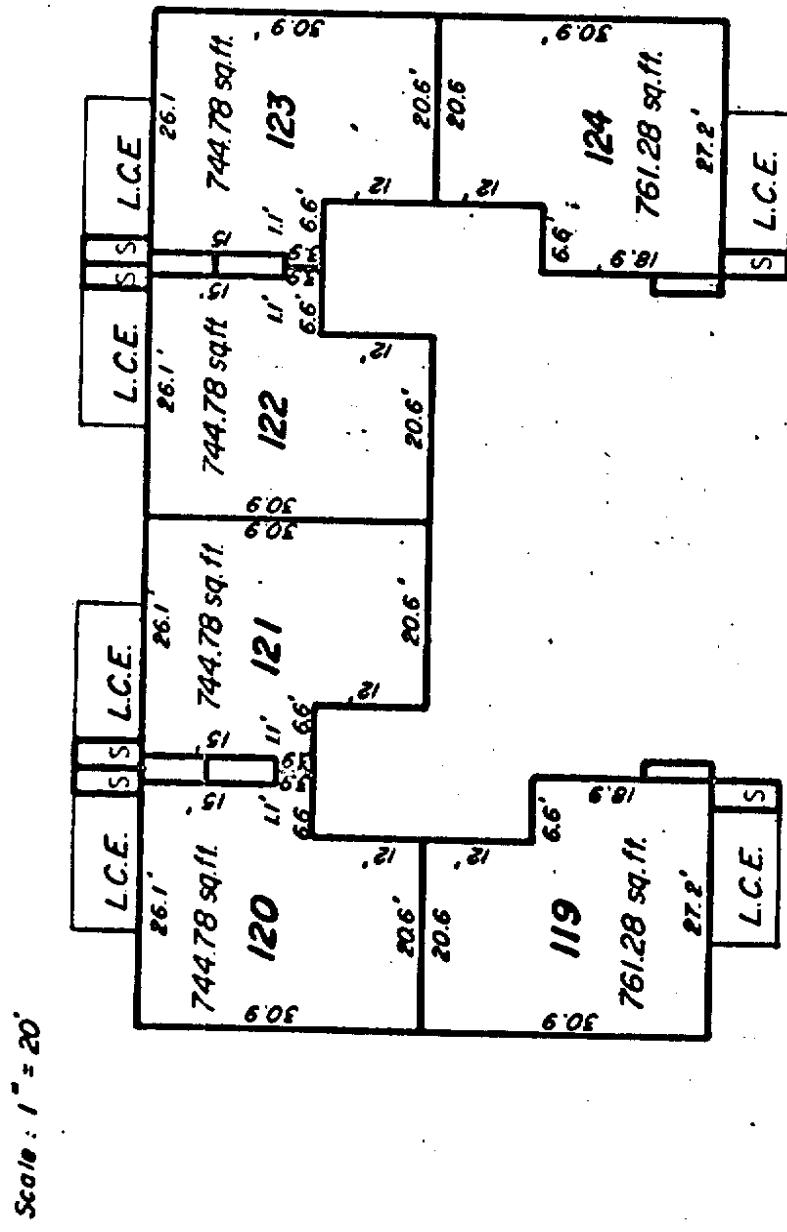
PHASE 1 3110 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

**BLACK R. DAVIS
& associates, inc.**

2022 Certified City of Climate Smart
Dallas, Texas 75201

L.C.E.-Limited Common Element

Exhibit B VOL 3 PAGE 417



BUILDING "E" - FIRST FLOOR

S=Storage area for limited common element

PHASE 1
3/20 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

BLACK R. DAVIS
& associates, inc.

consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

L.C.E - Limited Common Element

Exhibit B VOL 3 PAGE 418

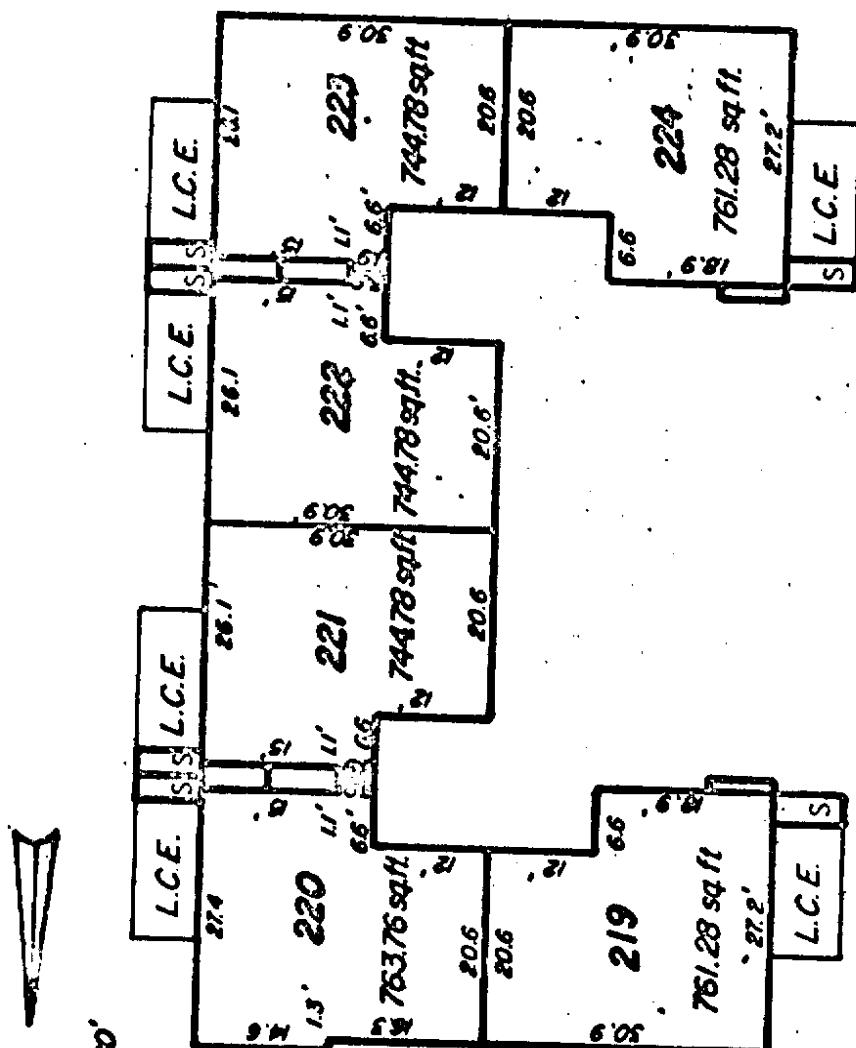


Exhibit D

PHASE I
BUILDING TABULATIONS

VOL

3 PAGE 419

<u>Building</u>	<u>Unit Number</u>	<u>Fin. Floor Elevation 1st Floor</u>	<u>Fin. Floor Elevation 2nd Floor</u>	<u>Area Sq. Ft.</u>	<u>% Interest Phase I</u>
A	101	712.50		983.25	2.61
	102	712.50		997.42	2.64
	103	712.50		997.42	2.64
	104	712.50		983.25	2.61
B	105	710.50		1051.71	2.78
	106	710.50		983.25	2.61
	107	710.50		983.25	2.61
	108	710.50		1051.71	2.78
	205		720.50	1064.06	2.82
C	206		720.50	997.42	2.64
	207		720.50	997.42	2.64
	208		720.50	1064.06	2.82
	109	708.00		1052.48	2.79
D	110	708.00		983.25	2.61
	111	708.00		983.25	2.61
	112	708.00		1052.48	2.79
	209		718.00	1067.04	2.83
E	210		718.00	997.42	2.64
	211		718.00	997.42	2.64
	212		718.00	1067.04	2.83
	116	705.50		681.95	1.80
F	115	705.50		681.95	1.80
	118	705.50		662.18	1.75
	117	705.50		746.47	1.98
	114	705.50		746.47	1.98
G	113	705.50		662.18	1.75
	216		715.50	697.81	1.85
	215		715.50	681.95	1.80
	218		715.50	662.18	1.75
H	217		715.50	746.47	1.98
	214		715.50	746.47	1.98
	213		715.50	662.18	1.75
	119	704.50		761.28	2.02
I	120	704.50		744.78	1.97
	121	704.50		744.78	1.97
	122	704.50		744.78	1.97
	123	704.50		744.78	1.97
J	124	704.50		761.28	2.02
	219		714.50	761.28	2.02
	220		714.50	763.76	2.02
	221		714.50	744.78	1.97
K	222		714.50	744.78	1.97
	223		714.50	744.78	1.97
	224		714.50	761.28	2.02
	TOTAL:			37,755.20	

EXHIBIT "C"
COBBLESTONE CONDOMINIUMS

VOL

3 PAGE 420

PHASE I

Percentage of Undivided Shares in the Common Elements,
Votes and Common Expense Shares Appurtenant to Each Unit.

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3100 Devonshire	101	A	1	H-c	2.60
"	102	A	1	H-b	2.64
"	103	A	1	H-b	2.64
"	104	A	1	H-c	2.60
"	105	B	1	S-c	2.79
"	205	B	2	S-d	2.82
"	106	B	1	H-a	2.60
"	206	B	2	H-b	2.64
"	107	B	1	H-a	2.60
"	207	B	2	H-b	2.64
"	108	B	1	S-c	2.79
"	208	B	2	S-d	2.82
"	109	C	1	R-a	2.79
"	209	C	2	R-b	2.83
"	110	C	1	H-a	2.60
"	210	C	2	H-b	2.64
"	111	C	1	H-a	2.60
"	211	C	2	H-b	2.64
"	112	C	1	R-a	2.79
"	212	C	2	R-b	2.83
3110 Devonshire	113	D	1	A	1.75
"	213	D	2	A	1.75
"	114	D	1	C-c	1.98
"	214	D	2	C-c	1.98
"	115	D	1	B-a	1.81
"	215	D	2	B-a	1.81
"	116	D	1	B-a	1.81
"	216	D	2	B-b	1.85
"	117	D	1	C-c	1.98
"	217	D	2	C-c	1.98
"	118	D	1	A	1.75
"	218	D	2	A	1.75
3120 Devonshire	119	E	1	C-b	2.02
"	219	E	2	C-b	2.02
"	120	E	1	C-a	1.97
"	220	E	2	C-d	2.03
"	121	E	1	C-a	1.97
"	221	E	2	C-a	1.97
"	122	E	1	C-a	1.97
"	222	E	2	C-a	1.97
"	123	E	1	C-a	1.97
"	223	E	2	C-a	1.97
"	124	E	1	C-b	2.02
"	224	E	2	C-b	2.02

100.00% TOTAL
PHASE I

PLAN TYPE	% OWNERSHIP PER UNIT	TYPICAL INTERIOR SQ.FT.	NO. UNITS	SQ.FT. BY PLAN TYPE
ALCOTT - A	1.75	662.18	4	2,648.72
BEDFORD:				
B-a	1.81	681.95	3	2,045.85
B-b	1.85	697.81	1	697.81
CONCORD:				
C-a	1.97	744.78	7	5,213.46
C-b	2.02	761.28	4	3,045.12
C-c	1.98	746.47	4	2,985.88
C-d	2.03	763.76	1	763.76
HAWTHORNE:				
H-a/c	2.60	983.25	6	5,899.50
H-b	2.64	997.42	6	5,984.52
ROXBURY:				
R-a	2.79	1,052.48	2	2,104.96
R-b	2.83	1,067.04	2	2,134.08
SALEM:				
S-c	2.79	1,051.71	2	2,103.42
S-d	2.82	1,064.06	2	2,128.12
TOTAL - PHASE I			44 UNITS	37,755.20 TOTAL SQ.FT.

EXHIBIT "D"

To Condominium Declaration for
COBBLESTONE CONDOMINIUM - PHASE I

VOL

3 PAGE 422

FIELD NOTES FOR
REMAINDER OF
COBBLESTONE TRACT

BEING a tract of land situated in Collin County, Texas out of the Mary Catherine and Sally Owen Survey, Abstract No. 672 and being more particularly described as follows:

BEGINNING at a point which is the intersection of the North R.O.W. line of Park Boulevard (variable width R.O.W.) with the East R.O.W. line of Huntington Drive (50' R.O.W.);

THENCE N 00°00'04" E along the aforementioned East R.O.W. line of Huntington Drive a distance of 197.77 feet to the beginning of a curve to the left having a central angle of 15°00'00", a radius of 405.00 feet and a tangent length of 53.32 feet;

THENCE along said curve to the left an arc length of 106.03 feet to the end of said curve;

THENCE N 14°59'56" W along the said East R.O.W. line of Huntington Drive a distance of 92.68 feet to the intersection with the South R.O.W. line of Devonshire Drive (a 40' R.O.W.);

THENCE N 75°00'04" E along the said South line a distance of 196.52 feet to the beginning of a curve to the left having a central angle of 05°52'33", a radius of 800.00 feet and a tangent length of 41.06 feet;

THENCE along said curve to the left an arc length of 82.04 feet to a point for corner;

THENCE S 14°59'56" E a distance of 137.32 feet to the beginning of a curve to the left having a central angle of 165°00'00", a radius of 113.50 feet and a tangent length of 862.12 feet;

THENCE along said curve to the left an arc distance of 326.86 feet to the end of said curve;

THENCE N 00°00'04" E a distance of 32.92 feet to a point for corner;

THENCE S 89°59'56" E a distance of 97.23 feet to a point for corner;

THENCE N 00°00'04" E a distance of 46.21 feet to a point for corner;

THENCE S 89°59'56" E a distance of 122.00 feet to a point for corner;

THENCE S 00°03'37" W a distance of 63.00 feet to a point for corner;

THENCE S 89°56'23" E a distance of 102.50 feet to the beginning of a curve to the left having a central angle of 90°00'00", a radius of 40.00 feet, a tangent length of 40.00 feet; and a radial bearing of S 00°03'37" W;

THENCE along said curve to the left in a Southwesterly direction, an arc length of 62.83 feet to the end of said curve;

THENCE S 00°03'37" W a distance of 343.46 feet to a point for corner located on the North R.O.W. line of Park Boulevard;

THENCE N 89°41'23" W along the said North R.O.W. line of Park Boulevard a distance of 494.12 feet to an angle point;

THENCE S 89°57'03" W remaining along the said North R.O.W. line a distance of 275.88 feet to the POINT OF BEGINNING and containing 6.79 acres of land, more or less.

VOL 3 PAGE 423

BY-LAWS
OF
PLANO COBLESTONE CONDOMINIUM ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

Collin County, Texas

TABLE OF CONTENTS
FOR BY-LAWS OF
PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

VOL 3 PAGE 424

	<u>Page</u>
ARTICLE I - NAME	
Paragraph 1.1 - NAME	1
ARTICLE II - PURPOSE AND PARTIES	
Paragraph 2.1 - PURPOSE	1
Paragraph 2.2 - PARTIES	1
ARTICLE III - ADMINISTRATION	
Paragraph 3.1 - MEMBERSHIP	1
Paragraph 3.2 - ASSOCIATION RESPONSIBILITIES	1
Paragraph 3.3 - VOTING	1
Paragraph 3.4 - MAJORITY OF UNIT OWNERS	1
Paragraph 3.5 - QUORUM	1
Paragraph 3.6 - PROXIES	2
Paragraph 3.7 - PLACE OF MEETINGS	2
Paragraph 3.8 - ORGANIZATIONAL MEETING	2
Paragraph 3.9 - ANNUAL MEETINGS	2
Paragraph 3.10 - SPECIAL MEETINGS	2
Paragraph 3.11 - NOTICE OF MEETINGS	2
Paragraph 3.12 - ORDER OF BUSINESS	2
Paragraph 3.13 - CONDUCT OF MEETINGS	2
Paragraph 3.14 - INELEGIBILITY	3
ARTICLE IV - BOARD OF DIRECTORS	
Paragraph 4.1 - NUMBER AND QUALIFICATIONS	3
Paragraph 4.2 - POWERS AND DUTIES	3
Paragraph 4.3 - NO WAIVER OF RIGHTS	4
Paragraph 4.4 - ELECTION AND TERM OF OFFICE	4
Paragraph 4.5 - VACANCIES	5
Paragraph 4.6 - REMOVAL OF DIRECTORS	5
Paragraph 4.7 - ORGANIZATIONAL MEETINGS OF THE BOARD	5
Paragraph 4.8 - REGULAR MEETINGS OF THE BOARD	5
Paragraph 4.9 - SPECIAL MEETINGS OF THE BOARD	5
Paragraph 4.10 - ACTION WITHOUT MEETING	5
Paragraph 4.11 - WAIVER OF NOTICE	5
Paragraph 4.12 - BOARD OF DIRECTORS' QUORUM	5
Paragraph 4.13 - FIDELITY BONDS	5
Paragraph 4.14 - COMPENSATION	5
ARTICLE V - OFFICERS	
Paragraph 5.1 - DESIGNATION	6
Paragraph 5.2 - ELECTION OF OFFICERS	6
Paragraph 5.3 - REMOVAL OF OFFICERS	6
Paragraph 5.4 - PRESIDENT	6
Paragraph 5.5 - VICE-PRESIDENT	6
Paragraph 5.6 - SECRETARY	6
Paragraph 5.7 - TREASURER	6
ARTICLE VI - INDEMNIFICATION	
Paragraph 6.1 - INDEMNIFICATION	6
ARTICLE VII - COMMITTEES	
Paragraph 7.1 - DESIGNATION	7
Paragraph 7.2 - EXECUTIVE COMMITTEE	7
Paragraph 7.3 - NOMINATING COMMITTEE	7
Paragraph 7.4 - ARCHITECTURAL CONTROL COMMITTEE	7
Paragraph 7.5 - OTHER COMMITTEES	7
Paragraph 7.6 - VACANCIES	7
ARTICLE VIII - OBLIGATIONS OF THE OWNERS	
Paragraph 8.1 - NOTICE OF SALE	7
Paragraph 8.2 - PROOF OF OWNERSHIP	7
Paragraph 8.3 - REGISTRATION OF MAILING ADDRESS	8
Paragraph 8.4 - REGISTRATION OF MORTGAGEES	8
Paragraph 8.5 - ASSESSMENTS	8
Paragraph 8.6 - COMPLIANCE	8
Paragraph 8.7 - USE OF COMMON ELEMENTS	8
Paragraph 8.8 - POWER OF ATTORNEY	8
Paragraph 8.9 - VENDOR'S LIEN	8
Paragraph 8.10 - NOTICE OF LIEN OR SUIT	8

VOL 3 PAGE 425

Page

ARTICLE IX - ABATEMENT AND ENJOINMENT OF VIOLATION BY OWNERS	
Paragraph 9.1 - ABATEMENT AND ENJOINMENT	8
ARTICLE X - NON-PROFIT ASSOCIATION	
Paragraph 10.1 - NON-PROFIT PURPOSE	9
ARTICLE XI - EXECUTION OF INSTRUMENTS	
Paragraph 11.1 - AUTHORIZED AGENTS	9
ARTICLE XII - PROXY TO TRUST	
Paragraph 12.1 - PROXY TO TRUST	9
ARTICLE XIII - AMENDMENTS TO BY-LAWS	
Paragraph 13.1 - AMENDMENTS TO BY-LAWS	9
Paragraph 13.2 - AMENDMENT BY DECLARANT	10
Paragraph 13.3 - TO BE EFFECTIVE	10
ARTICLE XIV - COMPLIANCE	
Paragraph 14.1 - LEGAL REQUIREMENTS	10
CERTIFICATE	10

BY-LAWS
OF
PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

VOL 3 PAGE 426

ARTICLE I

NAME

1.1 NAME. The name of the organization shall be PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC., hereinafter called "Association."

ARTICLE II

PURPOSE AND PARTIES

2.1 PURPOSE. The purpose for which this non-profit Association is formed is to govern the condominium project known as COBBLESTONE CONDOMINIUM, situated in the County of Collin, State of Texas, which property is described in the Condominium Declaration, which by this reference is made a part hereof, and which Property has been submitted to a Regime according to the provisions of the Condominium Act of the State of Texas. All definitions contained in said Declaration shall apply hereto and are hereby incorporated by reference.

2.2 PARTIES. All present or future Owners and Occupants of any Unit, or all other persons who might use the facilities of the Project in any manner, are subject to the provisions and regulations set forth in these By-Laws. The mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit, will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III

ADMINISTRATION

3.1 MEMBERSHIP. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC., during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.2 ASSOCIATION RESPONSIBILITIES. The Owners of the Units will constitute the Association which will have the responsibility of administering the Condominium Project through a Board of Directors, hereafter referred to as the "Board."

3.3 VOTING. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The maximum number of votes that can be cast by the Unit Owners is equal to the total number of Units in the Association, one (1) vote per Unit. The combined weighted votes calculated in accordance with Exhibit "C" of the Declaration shall equal one hundred percent (100%). There shall be no cumulative voting.

3.4 MAJORITY OF UNIT OWNERS. As used in these By-Laws, the term "majority of Unit Owners" shall mean Owners of Units with an aggregate ownership interest of at least fifty-one percent (51%) of the Common Elements.

3.5 QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum. In the event a quorum is not present, then the meeting called shall be adjourned. If a majority of those present, although not constituting a quorum, so elect, notice of a new meeting for the same purposes, to be held

within two (2) to four (4) weeks, shall be sent by mail to all Owners, at which meeting the number of Owners represented in person or by proxy, even though less than a majority of Unit Owners, shall be sufficient to constitute a quorum. An affirmative vote of a majority of Owners present, either in person or by proxy, shall be required to transact the business of the meeting.

3.6 PROXIES. Votes may be cast in person or by written proxy. Proxies shall be duly executed in writing, shall be valid only for the particular meeting or purpose designated therein, and must be filed with the Secretary of the Association before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such Unit.

3.7 PLACE OF MEETINGS. Meetings of the Association shall be held at the principal office of the Association or at such suitable place as is convenient to the Owners, as the Board may determine.

3.8 ORGANIZATIONAL MEETING. Within sixty (60) days of the end of the Declarant Control Period, or sooner at the Declarant's option, the Declarant shall convene a special meeting of the members of the Association for the purpose of electing a Board of Directors, by ballot of Owners, including the Declarant if the Declarant owns one or more Units. Prior to the organizational meeting, directors shall be designated by the Declarant. However, the Declarant will involve Unit Owners in the daily affairs of the Association at an earlier date in order to ensure an uninterrupted and workable transition.

3.9 ANNUAL MEETINGS. Subsequent to the organizational meeting, the annual meeting of the Association shall be held during the month of October of each year. At such meetings there shall be elected, by ballot of the Owners, Directors for any positions whose terms have expired in accordance with these By-Laws. The Owners may also transact such other business of the Association as may properly come before them.

3.10 SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board or upon a petition signed by Unit Owners of not less than thirty-five percent (35%) of the aggregate Common Element interest and having been presented to the Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of four-fifths (4/5) of the ownership interests present, either in person or by proxy. Any such meeting can be held after the organizational meeting, and shall be held within thirty (30) days after receipt by the President of such resolution or petition.

3.11 NOTICE OF MEETINGS. The Secretary of the Association shall mail notices of annual and special meetings to each Member of the Association, stating the purpose thereof as well as the time and place it is to be held. Such notice shall be sent by uncertified mail, postage prepaid, to each Owner of record, in accordance with Paragraph 12.1 of the Declaration. Notice of annual meetings shall be mailed at least twenty-one (21) but not more than thirty (30) days prior to such meeting. Notice of special meetings shall be mailed at least seven (7) but not more than thirty (30) days prior to such meeting.

3.12 ORDER OF BUSINESS. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call, certifying proxies, proof of quorum;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

3.13 CONDUCT OF MEETINGS. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern.

all meetings of the Association when not in conflict with the Condominium Act or these condominium documents. All votes shall be tallied by tellers appointed by the President or other officer presiding over the meeting.

3.14 INELEGIBILITY. No Unit Owner may vote at any meeting of the Association or be elected to or serve on the Board of Directors if his financial account with the Association is in arrears and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

ARTICLE IV

BOARD OF DIRECTORS

4.1 NUMBER AND QUALIFICATION. Prior to the organizational meeting of the Association, the affairs of this Association shall be governed by a Board of Directors consisting of the three (3) persons delineated in the Articles of Incorporation of the Association. At such first meeting, there shall be elected any five (5) Members of the Association to the Board of Directors who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.

4.2 POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential condominium project. The Board may do all such acts and things except which, as by law or these By-Laws or by the Declaration, may not be delegated to the Board. The Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act or the condominium documents. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board shall on behalf of the Association:

(a) Administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration;

(b) Establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Project, with the right to amend same from time to time. A copy of such Rules and Regulations shall be delivered or mailed to each Owner promptly upon the adoption thereof;

(c) Keep in good order, condition and repair all of the General and Limited Common Elements and all items of common personal property used by the Owners in the enjoyment of the Project;

(d) Insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Declaration. To insure and keep insured all of the common fixtures, equipment and personal property for the benefit of the Owners and their First Mortgagees. To obtain and maintain comprehensive liability insurance covering the entire premises, as provided in the Declaration. Further, to obtain and maintain any other insurance required by Article VII of the Declaration;

(e) Prepare and adopt an annual budget, in which there shall be expressed the assessments of each Unit Owner for the Common Expenses;

(f) Make assessments against Unit Owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Unit Owners, and establish the period of the installment payment of the assessments for Common Expenses.

(g) Adjust, decrease or increase the amount of the annual assessment, payable monthly;

(h) Levy and collect individual and deficiency assessments whenever, in the opinion of the Board, such assessments are warranted;

(i) Levy and collect special assessments that have been approved by a majority of the Owners;

(j) Collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner who may be in default as is provided in the Declaration and these By-Laws. To provide for and enforce a per diem late charge and to collect interest;

(k) Protect and defend the entire Condominium Project from loss and damage by suit or otherwise;

(l) Borrow funds in order to pay for any expenditure or outlay required pursuant to authority granted by the provisions of the Declaration and these By-Laws, and to execute all such instruments evidencing such indebtedness as the Board may deem necessary. Such indebtedness shall be the several obligation of all of the Owners in the same proportion as their Common Interests;

(m) Enter into contracts within the scope of their duties and powers;

(n) Establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board;

(o) Make repairs, additions, alterations and improvements to the Common Elements consistent with managing the Project in a manner keeping with the character and quality of the neighborhood in which it is located, the best interests of the Owners, the Declaration and these By-Laws;

(p) Keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements, and to permit examination thereof at any reasonable time by each of the Owners, and to cause a complete audit of the books and accounts by a disinterested certified public accountant, once each year. Such audited financial statements shall be available to Unit Owners and First Mortgagees, on request, within ninety (90) days following delivery of the audit to the Board;

(q) Meet at least once each quarter;

(r) Designate the personnel necessary for the maintenance and operation of the Common Elements;

(s) Prepare and file annual tax returns with the federal government and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association;

(t) Employ a managing agent who may be delegated and shall exercise some of the powers granted to the Board by the Declaration and these By-Laws as determined by the Board, except for the powers of attorney-in-fact set forth in the Declaration;

(u) In general, to carry on the administration of this Association and to do all those things, necessary and reasonable, in order to carry out the communal aspect of condominium ownership.

4.3 NO WAIVER OF RIGHTS. The omission or failure of the Association or any Owner of a Unit to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Declaration, these By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board shall have the right to enforce the same thereafter.

4.4 ELECTION AND TERM OF OFFICE. The Board shall consist of five directorships, numbered one (1) through five (5). The even-numbered positions shall be elected in even-numbered years, the odd-numbered positions in odd-numbered years, each position serving two (2) years. At the organizational meeting of the Association, the five (5) directorships will be filled by election. Of the five (5) elected Directors, those receiving the highest number of votes will serve until the second annual meeting, and those

receiving the lowest number of votes will serve until the first annual meeting. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

4.5 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

4.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

4.7 ORGANIZATIONAL MEETING OF THE BOARD. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place and time as shall be fixed by the Board at the meeting in which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole board shall be present.

4.8 REGULAR MEETINGS OF THE BOARD. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held each calendar quarter. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

4.9 SPECIAL MEETINGS OF THE BOARD. Special meetings of the Board may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days prior personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

4.10 ACTION WITHOUT MEETING. Any meeting of the Board may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, and provided further that any action required to be taken at any meeting of the Board, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board.

4.11 WAIVER OF NOTICE. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 BOARD OF DIRECTORS' QUORUM. At all meetings of the Board, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.13 FIDELITY BONDS. The Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense.

4.14 COMPENSATION. No member of the Board shall receive any compensation for acting as such.

ARTICLE V

OFFICERS

5.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors.

5.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

5.3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

5.4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of the PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

5.5 VICE-PRESIDENT. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

5.6 SECRETARY.

(a) The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses, as shown on the records, of the number of Members living in the Unit and the parking space assigned for use in connection with such Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

5.7 TREASURER. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositaries as may from time to time be designated by the Board. In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent within fifteen (15) days after the first day of each month.

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

6.1 INDEMNIFICATION. The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights

to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VI shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for COBBLESTONE CONDOMINIUM as a Member or Owner of a Condominium Unit covered thereby.

ARTICLE VII

COMMITTEES

7.1 DESIGNATION. The Board may, but shall not be required to, appoint an executive committee, and it may designate and appoint Members to standing and ad hoc committees.

7.2 EXECUTIVE COMMITTEE. The Executive Committee shall consist of at least three (3) persons who are Members and who shall be appointed by the Board from the Members of the Board. One Member shall be the President. The Executive Committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board. The Executive Committee may hold regular meetings, monthly or as it may in its discretion determine. Special meetings may be called at any time by the chairman of the Committee or by any of its Members, either personally or by mail, telephone or telegraph. A special meeting may be held by telephone.

7.3 NOMINATING COMMITTEE. Before each annual meeting, the Board may appoint a committee of three (3) Owners who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before thirty (30) days before the election. Owners may submit names of candidates other than those submitted by the Nominating Committee at least sixty (60) days prior to the election. Unless such names are submitted, either by the Nominating Committee or by the Owners, no person shall be elected whose name is not so submitted. If no nominations are made, however, the names of candidates shall be submitted by the Owners at the election.

7.4 ARCHITECTURAL CONTROL COMMITTEE. The Board may, but shall not be required, to appoint an Architectural Control Committee, in accordance with the provisions of the Declaration, consisting of not less than three (3) nor more than five (5) Members who shall serve concurrent one (1) year terms.

7.5 OTHER COMMITTEES. The Board shall appoint such other Committees as deemed appropriate in carrying out its purposes. No Committee may have fewer than three (3) Members.

7.6 VACANCIES. A vacancy in any Committee shall be filled by the President until the next meeting of the Board of Directors.

ARTICLE VIII

OBLIGATIONS OF THE OWNERS

8.1 NOTICE OF SALE. An Owner intending to make a sale of a Unit or any interest therein shall give written notice to the Board of such intention, together with (i) the name and address of the intended purchaser, (ii) the name, address and phone number of the title company or attorney designated to close such transaction, (iii) names and phone numbers of real estate agents, if any, representing seller or purchaser, and (iv) scheduled date of closing. An Owner shall furnish this information to the Board no less than ten (10) working days before the date of conveyance of the Unit or any interest therein.

8.2 PROOF OF OWNERSHIP. Except for those Owners who initially purchase a Condominium Unit from Declarant, any person, on becoming an Owner of a Condominium Unit, shall furnish to the Board evidence of ownership in the Condominium Unit, which copy shall remain in the files of the Association. A

Member shall not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of Members unless this requirement is first met. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the Unit or any interest therein.

8.3 REGISTRATION OF MAILING ADDRESS. The Owner or the several Owners of an individual Condominium Unit shall have one (1) and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a Condominium Owner or Owners shall be furnished to the Board within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the Condominium Unit or by such persons as are authorized by law to represent the interest of the Owner(s) thereof.

8.4 REGISTRATION OF MORTGAGEES. An Owner who mortgages his Unit shall furnish the Board with the name and address of his Mortgagee, such information to be maintained in a book entitled "Mortgagees of Condominium Units." The Association shall, at the request of a Mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit.

8.5 ASSESSMENTS. All Owners shall be obligated to pay assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit in and to the Common Elements. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

8.6 COMPLIANCE.

(a) Each Owner shall comply strictly with the provisions of the recorded Declaration, these By-Laws, Rules and Regulations, and amendments thereto.

(b) Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was established.

8.7 USE OF COMMON ELEMENTS. Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

8.8 POWER OF ATTORNEY. Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney In Fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as provided in Paragraph 8.1 of the Declaration.

8.9 VENDOR'S LIEN. The obligations of each Owner to pay assessments shall be secured by a Vendor's Lien retained in said Owner's Deed to his Unit, said Vendor's Lien being more particularly described in Paragraph 6.8 of the Declaration.

8.10 NOTICE OF LIEN OR SUIT. An Owner shall give notice to the Association of every lien or encumbrance upon his Condominium Unit, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to his Condominium Unit, and notice shall be given within five (5) days after the Owner has knowledge thereof.

ARTICLE IX

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

9.1 ABATEMENT AND ENJOINMENT. The violation of any Rule or Regulation, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in the Declaration, (i) to enter the Unit in which, or as to which,

such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors shall not be deemed guilty in any manner of trespass; and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or any damages therefor, provided that no item of construction may be removed without the consent of the Owner or by judicial decree; and (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE X

NON-PROFIT ASSOCIATION

10.1 NON-PROFIT PURPOSE. This Association is not organized for profit. No Unit Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, always (i) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association and (ii) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XI

EXECUTION OF INSTRUMENTS

11.1 AUTHORIZED AGENTS. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrance, including promissory notes, shall be the President and the Secretary of the Association.

ARTICLE XII

PROXY TO TRUST

12.1 PROXY TO TRUST. Owners shall have the right to irrevocably constitute and appoint the beneficiary of a Deed of Trust as their true and lawful attorney to vote their Unit membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominees any and all rights, privileges, and powers that they have as Owners under the By-Laws of this Association or by virtue of the recorded Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect, or refusal of the Association or the Owners to carry out their duties as set forth in the Declaration. Such proxy shall be valid until such time as a release of the beneficiary's deed of trust is executed and a copy thereof delivered to the Secretary of the Association, which shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners or to impose upon the beneficiary of the Deed of Trust the duties and obligations of an Owner.

ARTICLE XIII

AMENDMENTS TO BY-LAWS

13.1 AMENDMENTS TO BY-LAWS. These By-Laws may be amended in writing by the Association at a duly constituted meeting called for such purpose or in any regular meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment. No amendment shall be effective unless approved by Owners representing at least fifty-one percent (51%) of the Common Element interest, except for those amendments provided for in Article XI of the Declaration which shall require the approval of Owners and Mortgagees as provided therein. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall prevail.

13.2 AMENDMENT BY DECLARANT. Until relinquishment of Declarant Control of the Association, these By-Laws may be unilaterally amended by the Declarant, pursuant to Paragraph 10.6a of the Declaration.

13.3 TO BE EFFECTIVE. To be effective, each amendment to the By-Laws must be in writing, signed and acknowledged by the Board, indicating the required approval of such Owners or Mortgagees. Any such instrument shall be duly recorded in the Condominium Records of Collin County, Texas.

ARTICLE XIV

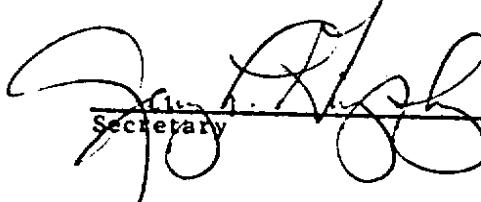
COMPLIANCE

14.1 LEGAL REQUIREMENTS. These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation, as adopted by the initial Board of Directors at its organization meeting on the 11th day of March, A.D., 1983.

IN WITNESS WHEREOF, I hereunto set my hand this the 11th day of March, A.D., 1983.


Secretary

3 PAGE 436

RULES AND REGULATIONS
FOR
PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

1. VEHICLE RESTRICTIONS

(a) No vehicle shall be parked, stored or kept on the Property, except wholly within designated parking spaces. No vehicle shall be parked in such a manner as to impede ready access to any entrance to or exit from the Property.

(b) No trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pickup truck), inoperable automobile, boat or other vehicle deemed to be a nuisance by the Board shall be permitted to remain upon any area within the Property, other than temporarily (for purposes of loading and unloading passengers and personal property), unless in an area specifically designated for such purposes by the Board. "Commercial vehicles" shall not include automobiles or standard size pickup trucks which are used both for business and personal use, provided that any signs or marking of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board.

(c) Motorcycles, mopeds, or other similar vehicles shall not be operated within the Property except for the purpose of direct transportation between a parking space and a point outside the Property.

(d) No noisy or smoky vehicles shall be operated on the Property. No major repairs or restorations of any motorized vehicle shall be conducted upon any portion of the Property. No washing, repairing or lubricating of vehicles shall occur in parking areas.

(e) Parking spaces shall be used for parking purposes only.

2. SIGNS

No sign of any kind shall be displayed to the public view on or from any Unit or Common Elements without prior written permission of the Board.

3. OBSTRUCTIONS ON COMMON ELEMENTS

(a) Any sidewalk, driveway, entrance, stairwell, or passageway which is a Common Element shall not be obstructed or used for any other purpose than ingress to and egress from the Units. Nor shall it be used as an area in which to play, gather or loiter.

(b) No article shall be placed on or in any of the Common Elements which are for the benefit of more than one (1) Unit, except those articles of personal property which are the common property of all of the Unit Owners.

4. ANIMALS AND PETS

(a) No animals of any kind shall be kept in any Unit, or in or upon the Common Elements, except that household pets, as defined by these Rules and Regulations, may be kept in Units, subject to these Rules and Regulations.

(b) A household pet shall mean a dog not exceeding thirty (30) pounds in weight at maturity, a household cat, a small caged bird or aquarium fish. One such dog or cat may be maintained in each Unit. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Board.

(c) No animal may be kept, bred or maintained for any commercial purposes. No savage or dangerous animals shall be kept.

(d) Animals must be kept within the confines of the respective Unit. No animal is permitted outside of a Unit unless on a leash and accompanied by an Occupant or his agent. No animals are allowed in or about the swimming pool premises, other than coming to or going from a Unit adjacent to same.

(e) No animal may be kept on any part of the Property which either results in an annoyance to, or is obnoxious to residents in the vicinity, as determined by the Board. Consideration of the other residents is a prime factor in the keeping, exercising and curbing of household pets.

(f) Each Owner shall assume full responsibility for personal injuries or property damage caused by his animals, or the animals of his tenants or guests. Each Owner indemnifies the Association and holds it harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of having an animal in or upon any area of the Property. All responsibility for animals of tenants and visitors shall rest with the Owner of the Unit being leased or visited.

(g) If an animal becomes obnoxious to other Occupants, the Owner or person having control of the animal, shall be given written notice by the Board to correct the problem. If not corrected, the Owner, upon written notice, shall be required to remove the animal.

(h) To prevent pollution of the Property, animal owners are to provide for the cleaning up of their pet's pollution.

5. RIGHT TO LEASE

The respective Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as any period less than thirty (30) days, nor shall less than an entire Unit be rented or leased. Subject to the following restrictions, the Owners of the respective Units shall have the absolute right to lease the Units, provided:

(a) Any lease must be in writing. The Board may suggest or require a standard form lease for use by Unit Owners. The Board may also require that a copy of any executed lease be promptly delivered to the Association;

(b) Any lease must be made subject to the liens for Common Expenses, easements, the Declaration, By-Laws, and Rules and Regulations adopted by the Board;

(c) Any lease must require the lessee to comply with the Association's use regulations;

(d) Any lease must provide that the lessee's failure to comply constitutes a default under the lease;

(e) The foregoing provisions of this paragraph, except the restriction against use for hotel or transient purposes, shall not apply to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

6. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time, temporarily or permanently, without prior written consent of the Board.

7. STORAGE

Nothing shall be stored in or upon the Common Elements without prior written consent of the Board, except in storage areas designated by the Board.

8. CARBAGE AND REFUSE DISPOSAL

No rubbish, trash, garbage or other waste disposal shall be kept in any Unit or the Common Element, except in sanitary containers. No odor shall be permitted to arise therefrom so as to render any portion of the Property unsanitary, offensive or detrimental to any Occupants.

9. NUISANCES

No noxious, illegal or offensive activity shall be carried on in any Unit or in any part of the Common Element, nor shall anything be done thereon which may be or may become an annoyance or nuisance to, or which may in any way interfere with, the quiet enjoyment of each of the Occupants of their respective Units. Additionally:

(a) No loud noises or noxious odors shall be permitted on the property, and the Board shall have the right to determine if any such noise, odor or activity constitutes a nuisance;

(b) No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy vehicles, power tools and equipment, or other items which may unreasonably interfere with television or radio reception in any Unit shall be used on any portion of the Property without the prior written approval of the Board;

(c) Nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner or Occupant shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance on any Unit or Common Element, or which will be in violation of any law.

(d) There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created.

(e) No power equipment, work shops, or car maintenance of any nature whatsoever shall be permitted on the Property except with prior written approval of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard or interference with radio or television reception.

10. PROPERTY APPEARANCE

(a) No clothing, rugs or household fabrics shall be hung, dried or aired in such a way as to be visible from other Units or to the public.

(b) All draperies or drapery linings or shutters, blinds or shades visible from the exterior of any Unit shall be white in color.

(c) The harmonious appearance of the Property depends on the tasteful treatment of all windows and glass doors visible to the public or other Units. Window treatments must be kept in good repair. Placement of objects (decorative or functional) in windows is to be done in a manner that does not detract from the Property's overall appearance. In all instances, the Architectural Committee is the arbitrator of tasteful window treatments.

(d) No Owner shall modify or alter in any way the structure or appearance of any patio or balcony area. All patios and balconies shall be kept in clean and neat condition, free of debris and refuse. Patios and balconies shall not be used for storage purposes nor shall any Owner fence in, wire in or in any other way enclose any such area. If an Owner allows the patio or balcony appurtenant to his Unit to become cluttered or unsightly in any manner, he shall be given notice of such fact by the Board, and shall be required to correct such condition within five (5) days of the date of notice, and if he fails to do so, then the Board may correct such discrepancy (including the removal of any unsightly items) and/or repair or refurbish the patio or balcony at the Owner's expense.

(e) No wiring for electrical or telephone installation or for any other purpose shall be installed, nor shall any heating or air conditioning units be installed in the Unit, or the exterior of the

structures, or be installed in such a manner that they protrude through the walls or the roof of any Building or are otherwise visible from the ground, except as may be expressly authorized in writing by the Board.

11. RADIO AND TELEVISION ANTENNAS

No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted, and no Owner or Occupant shall be permitted to construct, use or operate his own external radio, television, or other electronic antenna without the prior written consent of the Board. No Citizen Band transmitter or other transmission device shall be operated on the Property without the prior written consent of the Board.

12. OCCUPANCY QUOTAS

The number of individuals permanently occupying a Unit shall not exceed two (2) persons per bedroom. For example, four (4) individuals may occupy any two (2) bedroom Unit, two (2) individuals may occupy any one (1) bedroom Unit. For purposes of this paragraph, "permanent occupancy" shall be defined as any occupancy in excess of thirty (30) days not separated by intervals of at least six (6) months.

13. CARPETING

Sufficient carpeting, rugs or padding shall be maintained on the floor surfaces (except kitchens, bathrooms, foyers and utility closets) in Units located over other Units to adequately reduce transmission of sound between Units. "Adequately" shall be determined by the minimum sound transmission coefficient (STC) required by the City's building code for the Property at time of construction, and it shall be assumed that all original installations or replacements thereof are in compliance.

14. UTILITIES AND PLUMBING

(a) Each Occupant shall use due care to avoid waste of utilities paid for as a Common Expense, including but not limited to waste of water. The Board may increase the utility charge to a specific Owner as reasonably required to cover such increased expense if such Owner, or his tenants or invitees, fails to heed written warning of such waste.

(b) The commodes and other water apparatus shall not be used for any purpose other than for which they are constructed, and no sweeping, rubbish, rags, paper, ashes or other substances shall be thrown therein. Any damage resulting from misuse of any nature or character whatever shall be paid by the Owner, or his tenants or invitees, causing it. Every Owner shall be responsible for all damages to Units caused by over-flow from drains or plumbing due to neglect of persons using the Unit.

15. NOISE

Owners and Occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb Occupants of other Units. As a courtesy, Occupants are asked to refrain from operating dishwashers, disposers, laundry equipment, and vacuums between the hours of 10:00 p.m. and 7:00 a.m., if the operation of such equipment disturbs the Occupant of an adjoining Unit.

16. USE BY DECLARANT

Nothing in these Rules and Regulations shall be construed to prohibit the Declarant from using any Unit owned by the Declarant for promotional, marketing or display purposes or from using any appropriate portion of the Common Elements for marketing or customer service purposes.

VOL 3 PAGE 440

17. THE FOREGOING REGULATIONS ARE SUBJECT TO AMENDMENT AND TO THE PROMULGATION OF FURTHER REGULATIONS. PERMISSION FOR VARIANCES FROM THESE REGULATIONS MUST BE OBTAINED IN WRITING FROM THE BOARD.

VOL 3 PAGE 441
RECREATION AREA RULES AND REGULATIONS
FOR
PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

1. SWIMMING POOL RULES.

- (a) The swimming pool is for the exclusive use of Occupants and their guests when accompanied by such Occupant. Occupants should not invite friends to "stop by any time" and use the pool. Occupants who babysit children from outside the Cobblestone Associations are asked to not bring those children to the pool.
- (b) Gates to the pool area must be closed at all times.
- (c) Pets of any kind are not permitted in the pool area at any time or under any circumstances.
- (d) Glass containers, such as beer and soft drink bottles, are not permitted in the pool area at any time.
- (e) All pool users must leave the pool area in a tidy condition, i.e., dispose of all trash and drink containers, remove all personal belongings, etcetera.
- (f) Lifesaving equipment should be used for lifesaving purposes only, and not for sporting purposes.
- (g) Decorum of all pool users will be such as to not be obnoxious to other users. Rough-housing, running, spitting, obscene language and undue splashing are not allowed in the pool area.
- (h) Adults swim unattended at their sole risk. Children swim unattended at the sole risk of their parent or host. Children unable to swim, regardless of age, must be accompanied by an adult and should wear flotation devices. The Associations, and their members, are relieved of all liability.
- (i) Pool hours to be observed by all users are: 8:00 a.m. to 10:00 p.m. Sunday through Thursday, and 8:00 a.m. to 12 midnight Friday and Saturday.
- (j) Pool users are to be properly attired in swimming suits, rather than shorts, jeans, etcetera. Excess oils or lotions should be removed before entering the water. Hair pins should be removed before entering the water. Swimming caps or hair ties are required for anyone with longer than shoulder-length hair.
- (k) The use of pool play equipment (rings, balls, mattresses) should not interfere with others' use and enjoyment of the pool.
- (l) The throwing of foreign matter, debris or furniture into the pool is not permitted at any time.
- (m) The property manager or any Occupant has the authority to request the departure of any person for good reason such as improper swimming attire, dangerous behavior, excessive noise.
- (n) The Board of Directors has the authority to close the pool at any time because of weather conditions, safety reasons, rowdy behavior, maintenance, etcetera.
- (o) At all time, use of the pool should be governed by reasonable safety precautions, common sense and consideration of others. If unauthorized use of the pool becomes a problem, the Board of Directors may consider special use hours, an ID tag system, and keyed locks to pool gates.

2. CLUBHOUSE RULES.

VOL 3 PAGE 442

(a) The clubhouse is for the exclusive use of Cobblestone Owners and Occupants on a reservation basis.

(b) Events scheduled Sunday through Thursday should end no later than Midnight. Friday and Saturday use should end no later than 2:00 a.m.

(c) Clubhouse reservations are handled on a "first come - first serve" basis through the property manager.

(d) Any reservation must be accompanied by a \$200.00 Security Deposit and a \$25.00 non-refundable Cleaning Fee, made payable to the Association, and placed with the property manager.

(e) The \$200.00 Security Deposit will be refunded if there has been no damage to the clubhouse after its use (normal wear and tear excluded). Should damage occur during clubhouse use, the Security Deposit will be used to offset repair costs. If damage exceeds the \$200.00 Security Deposit, the excess monies required for repair of the damage will be billed to the Owner or Occupant responsible for use of the clubhouse at the time the damage occurred. Failure to pay the additional monies will result in an individual assessment against the Unit Owner.

(f) The \$25.00 Cleaning Fee covers normal professional cleaning. However, users are responsible for removing trash and decorations and tidying the clubhouse after its use.

(g) Reservation of the clubhouse does not entitle users to exclusive use of the pool area. The pool area may not be reserved for private use.

(h) The Board of Directors may authorize use of the clubhouse for Association activities such as board meetings, committee meetings, annual and special meetings, and social events.

(i) The Board of Directors has the authority to deny use of the clubhouse at any time because of improper use, maintenance, etcetera. If misuse of the clubhouse becomes a problem, the Board of Directors may consider additional fees and deposits, and more narrowly defined uses and hours.

FILED FOR RECORD 10th DAY OF March A.D. 1983, at 10:30 A.M.
RECORDED 10th DAY OF March A.D. 1983.
HELEN STARNES, COUNTY CLERK (COLLIN COUNTY, TEXAS)
BY: Barbara Barnes DEPUTY.

10681

VOL 3 PAGE 383

CONDOMINIUM DECLARATION
FOR
COBBLESTONE CONDOMINIUM

Collin County, Texas

TABLE OF CONTENTS
FOR THE DECLARATION OF
COBBLESTONE CONDOMINIUM

VOL 3 PAGE 384

	<u>Page</u>
INTRODUCTORY	1
ARTICLE I - DEFINITIONS AND TERMS	
Paragraph 1.1 - Definitions of Terms	1
ARTICLE II - CONDOMINIUM UNIT AND COMMON ELEMENT DESIGNATIONS	
Paragraph 2.1 - Recordation of Plat	3
Paragraph 2.2 - Description of Units	3
Paragraph 2.3 - Designation of Common Elements	4
Paragraph 2.4 - Limited Common Elements	4
Paragraph 2.5 - Regulation of Common Recreation Areas	4
Paragraph 2.6 - Inseparable Units	4
Paragraph 2.7 - Legal Descriptions	5
Paragraph 2.8 - Encroachments	5
Paragraph 2.9 - Governmental Assessment	5
Paragraph 2.10 - Partition	5
Paragraph 2.11 - Merging Units	5
Paragraph 2.12 - Ownership of Common Personal Property	5
ARTICLE III - MEMBERSHIP, ADMINISTRATION, MANAGEMENT	
Paragraph 3.1 - By-Laws	6
Paragraph 3.2 - Member Ship	6
Paragraph 3.3 - Voting	6
Paragraph 3.4 - Board of Directors	6
Paragraph 3.5 - Management Agreements	6
ARTICLE IV - OWNERSHIP, USE AND OCCUPANCY	
Paragraph 4.1 - Use of Individual Units	6
Paragraph 4.2 - Use of Common Elements	7
Paragraph 4.3 - Ownership by More Than One Person	7
Paragraph 4.4 - Right of Entry	7
Paragraph 4.5 - Right to Lease	8
Paragraph 4.6 - Restriction of Ownership	8
Paragraph 4.7 - Owner Maintenance	8
Paragraph 4.8 - Impairment	8
Paragraph 4.9 - Liability for Negligent Acts	8
Paragraph 4.10 - Mechanic's and Materialman's Liens	8
Paragraph 4.11 - Subject to Declaration and By-Laws	8
Paragraph 4.12 - Rules and Regulations	8
Paragraph 4.13 - Use by Declarant	9
ARTICLE V - ARCHITECTURAL AND DESIGN CONTROL	
Paragraph 5.1 - Prohibition of Alteration and Improvement	9
Paragraph 5.2 - Plans and Approval	9
Paragraph 5.3 - Non-Liability	9
Paragraph 5.4 - Architectural Control Committee	9
ARTICLE VI - ASSESSMENTS	
Paragraph 6.1 - Purpose of Assessments	9
Paragraph 6.2 - Working Capital Fund	10
Paragraph 6.3 - Reserve Funds	10
Paragraph 6.4 - Annual Budget	10
Paragraph 6.5 - Assessments	10
Paragraph 6.6 - Personal Obligation	11
Paragraph 6.7 - Default in Payment of Assessments	11
Paragraph 6.8 - Assessment Lien	11
Paragraph 6.9 - Transfer of Unit by Sale or Foreclosure	12
ARTICLE VII - INSURANCE	
Paragraph 7.1 - Master Hazard Insurance	12
Paragraph 7.2 - Master Liability Insurance	13
Paragraph 7.3 - Additional Association Policies	13
Paragraph 7.4 - Insurance on the Units	13
Paragraph 7.5 - Subrogation	13
ARTICLE VIII - DAMAGE, DESTRUCTION, OBSOLESCENCE, CONDEMNATION	
Paragraph 8.1 - Association as Attorney-In-Fact	13
Paragraph 8.2 - Sufficient Proceeds	14
Paragraph 8.3 - Less than Two-Thirds (2/3) Destruction	14

	<u>Page</u>
ARTICLE VIII - CONTINUED	
Paragraph 8.4 - Two-Thirds (2/3) or More Destruction	14
Paragraph 8.5 - Obsolescence	15
Paragraph 8.6 - Repair of Interior of Unit	16
Paragraph 8.7 - Accordance with Plans	16
Paragraph 8.8 - Judicial Partition	16
Paragraph 8.9 - Condemnation or Eminent Domain	16
ARTICLE IX - PROTECTION OF MORTGAGEES	
Paragraph 9.1 - Notice to Association	18
Paragraph 9.2 - Rights of Mortgagees	18
Paragraph 9.3 - Notice to Lenders	18
Paragraph 9.4 - Examination of Books	19
Paragraph 9.5 - Taxes, Assessments and Charges	19
ARTICLE X - RESERVATIONS BY DECLARANT	
Paragraph 10.1 - Reservation of Construction and Sales Activities	19
Paragraph 10.2 - Reservation of Variance	19
Paragraph 10.3 - Reservation of Right of Merger and Annexation	20
Paragraph 10.4 - Declarant Control	21
Paragraph 10.5 - Obligation of Declarant for Assessments and Maintenance	21
Paragraph 10.6 - Correction of Error; Amendment	21
Paragraph 10.7 - Temporary Managing Agent	21
ARTICLE XI - AMENDMENTS TO DECLARATION:	
APPROVAL OF OWNERS AND MORTGAGEES	
Paragraph 11.1 - Changes Requiring Lender and Owner Approval	22
Paragraph 11.2 - Amendment	23
ARTICLE XII - GENERAL PROVISIONS	
Paragraph 12.1 - Notice	23
Paragraph 12.2 - Conflict Between Declaration and By-Laws	23
Paragraph 12.3 - Invalidation of Parts	24
Paragraph 12.4 - Omissions	24
Paragraph 12.5 - Texas Condominium Act	24
Paragraph 12.6 - Gender	24

CONDOMINIUM DECLARATION
FOR
COBBLESTONE CONDOMINIUM

VOL

3 PAGE 386

THE STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS T.F. STONE COMPANIES, INC., a Texas corporation, having its principal office at 5055 Keller Springs Road, Suite 500, Dallas, Texas 75248, hereinafter called "Declarant", is the Owner of certain real property situated in the County of Collin, State of Texas, being described more fully on Exhibit "A", which by this reference is made a part hereof; and

WHEREAS, Declarant desires to establish a Condominium Regime under the Condominium Act of the State of Texas, Article 1301a, Revised Civil Statutes of Texas, herein called the "Act"; and

WHEREAS, Declarant has prepared plans for the construction of a cluster of four (4) multifamily Buildings and other improvements appurtenant thereto on the Property described in said Exhibit "A", which when completed shall consist of forty-four (44) separately designated Condominium Units and which will be known as COBBLESTONE CONDOMINIUM; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the Units, herein called the "Condominium Regime", in the four (4) Buildings and the co-ownership by the individual and separate Unit Owners thereof, as tenants in common, of all the remaining property, which includes both Limited Common Elements and General Common Elements, as hereinafter defined in Paragraph 1.1 hereof, and which are hereinafter collectively referred to as the "Common Elements" or "Common Areas".

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A", and all improvements thereon, to the provisions of the Act and the Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and to any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

DEFINITIONS AND TERMS

1.1. DEFINITIONS OF TERMS. As used in this Declaration, the following terms shall have the following meanings unless the context shall expressly provide otherwise:

a. "Board" or "Board of Directors" refers to the Board of Directors of PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

b. "Common Elements" and "Common Area" mean and include all of the Property described in Exhibit "A", and all of the improvements thereto and thereon located, excepting all Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements.

c. "Common Expenses" means and includes:

(1) All sums lawfully assessed against the Common Elements by the Board of Directors of the Association;

(2) All expenses of administration and management, maintenance, operation, repair or replacement of and addition to the Common Elements;

(3) Expenses agreed upon as Common Expenses by the Unit Owners; and

(4) Expenses declared to be Common Expenses by this Declaration or by the By-Laws.

d. Completed Unit means a completely finished Unit, including, but not limited to, the installation of all appliances and utilities, rendering it ready for occupancy by an Owner other than the Declarant.

e. Condominium Owners Association or Association means PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation, the By-Laws of which shall govern the administration of this Condominium Property and the membership of which shall be composed of all the Owners of the Condominium Units according to such By-Laws.

f. Condominium Unit means the fee simple interest and title in and to a Unit, together with the undivided interest in the Common Elements appurtenant to such Unit.

g. Construction Period means that period of time during which Declarant is developing the Premises and selling the Condominium Units, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Condominium Units, including all Units annexed to this Condominium Regime pursuant to the provisions of Paragraph 10.3 hereof.

h. Declarant means T.F. STONE COMPANIES, INC., a Texas corporation, or its successors or assigns, who is developing the Property as a Condominium.

i. Declaration means this Condominium Declaration instrument and all amendments hereto.

j. General Common Elements means a part of the Common Elements and includes:

(1) The land in the Project, including land on which any Unit or Limited Common Element is located;

(2) All foundations, common dividing walls between two or more Units or between Units and Common Elements, exterior walls, bearing walls and columns, girders, beams, slabs, supports, roofs, attics, thoroughfares such as stairways, entrances and exits, and any other portion of any Building not otherwise designated as Unit or Limited Common Element;

(3) The grounds, yards, gardens, swimming pools, cabanas, guard house, managerial offices, mail rooms, unassigned parking areas, driveways, fences, unassigned storage areas, walks, service easements, recreational common facilities, boiler and mechanical rooms, and areas used for storage of maintenance and janitorial equipment and materials;

(4) All compartments or installations of the equipment and materials making up central services such as power, electricity, gas, water, sewer, television, security and the like which are intended to serve more than one Unit;

(5) All devices or installations existing for common use, and all other elements of the Buildings desirably or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Regime established by this Declaration;

(6) All other items not described as a Unit or a Limited Common Element;

(7) All repairs, replacements and additions to any of the foregoing.

k. "Lienholder" and "First Mortgagee" means the holder of a recorded first mortgage lien on any Unit in the Condominium Project.

l. "Limited Common Elements" means and includes those Common Elements which are reserved for the exclusive use of an individual Owner of a Unit or a certain number of individual Owners of Units, for the exclusive use of those Owners, which may include:

(1) Parking spaces designated as an appurtenance to a Unit; and

(2) Balcony or patio structures serving exclusively a single Unit or one (1) or more adjoining Units.

m. "Majority of Unit Owners" means Owners of Units with an aggregate ownership interest of at least fifty-one percent (51%) of the Common Elements.

n. "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

o. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, of record, title to one (1) or more Condominium Units.

p. "Plat", "Survey Map", "Map" and "Plans" mean or include the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of, or all of, the improvements, same being herewith filed, consisting of _____ sheets, labeled Exhibit "B" and incorporated herein.

q. "Premises", "Project", or "Property" means and includes the land, the Buildings and all improvements and structures thereon and all rights, easements and appurtenances belonging thereto.

ARTICLE II

CONDOMINIUM UNIT AND COMMON ELEMENT

DESIGNATIONS AND DESCRIPTIONS

2.1. RECORDATION OF PLAT. The Plat shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such Plat consists of and sets forth:

a. The legal description of the surface of the land;

b. The linear measurements and location, with reference to the exterior boundaries of the land, of the Buildings and all other improvements constructed, or to be constructed, on said land by Declarant;

c. The exterior boundaries and number of each Unit, expressing its square footage, and any other data necessary for its identification, which information will be depicted by a Plat of such floor of each Building showing the letter of the Building, the number of the floor and the number of the Unit; and

d. The location of the Limited Common Elements.

2.2. DESCRIPTION OF UNITS.

a. The boundaries of each Unit shall be and are the interior surfaces of the unfinished perimeter walls, floors, ceilings, windows and window frames, doors and door frames; and the space includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements.

b. In interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries, regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plat and those of the Building.

c. The individual ownership of each Unit space herein defined shall further include the interior construction, partitions, appliances, fixtures and improvements which are intended to exclusively serve such Unit space, such as interior room walls, floor and wall coverings, bathroom and kitchen fixtures and cabinets, electrical fixtures, individual air-conditioning and heating equipment, and other separate items or chattels belonging exclusively to such Unit, and which may be removed, replaced or otherwise treated without affecting any other Unit space or ownership, or the use or enjoyment thereof. It is intended the term "Unit", as used in this Declaration, shall have the same meaning as the term "Apartment" as used in the Act.

d. It is expressly agreed and each and every Purchaser of a Unit, his heirs, executors, administrators, assigns and grantees hereby agree that the square footage, size and dimensions of each Unit as set out or shown in this Declaration or in the survey Plats exhibited hereto are approximate and are shown for descriptive purposes only. The Developer does not warrant, guarantee or represent that any Unit actually contains the area, square footage or dimensions shown by the Plat thereof. Each Purchaser and Owner of a Unit or interest therein agrees that the Unit has been or will be purchased as actually and physically existing at the time such purchase is closed. Each Purchaser of a Unit expressly waives any claim or demand which he may have against the Developer or any person whosoever on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the respective Plat thereof exhibited hereto.

2.3. DESIGNATION OF COMMON ELEMENTS. The remaining portion of the Premises, referred to as the Common Elements, shall be owned in common by the Owners. The Owners of each Unit shall own an undivided interest in said Common Elements, the percentage or fraction thereof for each Unit being as shown on the attached Exhibit "C".

2.4. LIMITED COMMON ELEMENTS. Portions of the Common Elements set aside and reserved for the exclusive use of Owners of individual Units are Limited Common Elements. The Limited Common Elements reserved for the exclusive use by Owners of individual Units are the automobile assigned parking spaces, patio and balcony structures. Such spaces and structures are allocated and assigned by the Declarant to the respective Units, as indicated on the Plat. Such Limited Common Elements shall be used in connection with the particular Unit, to the exclusion of the use thereof by the other Owners, except by invitation. The remaining portion of the Common Elements, not designated as Limited Common Elements, shall be General Common Elements.

2.5. REGULATION OF COMMON RECREATION AREAS. Portions of the Common Areas are intended as recreation areas, and are improved with green areas, swimming pool, cabana, and other facilities. Reasonable regulations governing the use of such facilities by Owners and by their guests and invitees shall be promulgated by the Board of Directors. Such regulations shall be permanently posted at the office and/or elsewhere in said recreational areas, and all Owners shall be furnished with a copy thereof. Each Owner and Occupant shall be required to strictly comply with said Rules and Regulations, and shall be responsible to the Association for the compliance therewith by their relatives and guests, both minor and adult.

2.6. INSEPARABLE UNITS. Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased or encumbered separately, and shall at all times remain indivisible.

2.7. LEGAL DESCRIPTIONS. Every deed, lease, mortgage, trust deed or other instrument may legally describe a Condominium Unit by its identifying Building letter and Unit number, as shown on the Map, followed by the words COBBLESTONE CONDOMINIUM and by reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Common Elements.

2.8. ENCROACHMENTS. If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion or portions of a Unit or Units encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. A valid easement also exists to that portion of the General Common Elements and of the Limited Common Elements occupied by any part of an Owners' Unit not contained within the physical boundaries of such Unit, including, but not limited to, space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one (1) Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the individual Units.

2.9. GOVERNMENTAL ASSESSMENT. Declarant shall give written notice to the Assessor's Office of the creation of Condominium Ownership of this Property, as is provided by law, so that each Unit and its percentage or fraction of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

2.10. PARTITION. The Common Elements (both General and Limited) shall be owned in common by all of the Owners of the Condominium Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than that as specifically provided for hereinafter in Paragraph 8.8 "Judicial Partition". Nothing contained herein shall be construed as limitation of the right of partition of a Condominium Unit between the Owners thereof, but such partition shall not affect any other Condominium Unit.

2.11. MERGING UNITS. That part of the Common Elements separating and located between and exclusively serving two (2) or more adjacent Units used together (including, without limitation, portions of any hallway and any walls) may be altered with written consent of the Board, as provided in Paragraph 4.8 herein, to afford ingress to and egress from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owners or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided:

a. The expense of making such alteration shall be paid in full by the Unit Owner or Owners making such alterations;

b. Such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid; and

c. Such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent Units), including, without limitation, reasonable access and ingress to and egress from the other Units in the hallway affected by such alteration.

2.12. OWNERSHIP OF COMMON PERSONAL PROPERTY. Upon termination of the Construction Period, as defined herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the Premises, furnished by Declarant, and intended for the common use and enjoyment of the Condominium Unit Owners and occupants. No Owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the Owner's termination of possession of his Condominium Unit.

ARTICLE III

VOL

3 PAGE 391

MEMBERSHIP, ADMINISTRATION, MANAGEMENT

3.1. BY-LAWS. The management of the PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC. shall be in accordance with the terms of this Declaration and the By-Laws. A copy of the By-Laws which have been duly adopted by the Board of Directors of the Association is attached hereto as Exhibit "E" and incorporated herein by references for all purposes; and all Owners and all holders of liens thereon shall be bound thereby. The Owners of all Units covenant and agree that the administration of the Association and the Common Elements shall be in accordance with the provisions of this Declaration, the Articles of Incorporation, and the By-Laws, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Association or Property, as same may be amended from time to time.

3.2. MEMBERSHIP. Any person, on becoming an Owner of a Condominium Unit, shall automatically become a Member of the Association. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC., during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void.

3.3. VOTING. The Owner or Owners of each Unit shall be entitled to one vote, the value of which shall equal the undivided interest in the Common Elements assigned to said Owner's or Owners' Unit as set forth in Exhibit "C" hereto. The combined number of votes that can be cast by Unit Owners shall equal the total number of Units in the Condominium Regime. The undivided interest in the Common Elements assigned to each Unit, when totalled for all Units, must equal one hundred percent (100%).

3.4. BOARD OF DIRECTORS. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws.

3.5. MANAGEMENT AGREEMENTS. The Association shall enter into a management agreement, terminable by the Association and of a term not to exceed three years, renewable by agreement of the parties for successive periods of no more than one year each. In the event of the termination of the management, as provided herein, the Association shall enter into a new management agreement prior to the effective termination date of the old management agreement. Any decision to establish self-management by the Association shall comply with Provision 11.1d of this Declaration.

ARTICLE IV

OWNERSHIP, USE AND OCCUPANCY

4.1. USE OF INDIVIDUAL UNITS. Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Unit, or combined Units, shall be used for residential purposes, or such other uses permitted by this Declaration, and for no other purposes. This residential restriction shall not, however, be construed in such manner as to prohibit an Occupant from maintaining his personal library; keeping his personal business or professional records and accounts; or handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restriction. Every Owner and Occupant shall have a beneficial interest of use and enjoyment in his respective Unit subject to the right of the Board to establish Rules and Regulations, and penalties for infractions thereof, governing:

b. The wasteful consumption of utilities that are billed through the Association;

c. The installation of appliances and electronic equipment which disproportionately consume common utilities or interfere with audio or visual reception in other Units;

d. The leasing of Units;

e. Window treatments;

f. Sound transmission between Units;

g. Anything that interferes with the property and lifestyle values of a majority of the Owners, or the maintenance and administration of the Association.

4.2. USE OF COMMON ELEMENTS. The Common Elements shall be used only by the Unit Owners and Occupants, and their agents, employees, relatives and guests, in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. The Common Elements may be used for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units. Common Elements designed for specific use, such as a swimming pool or trash receptacles, shall be used for the purposes approved by the Board. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner or Occupant. Every Owner and Occupant shall have a beneficial interest of use and enjoyment in the Common Elements subject to the right of the Board to establish rules and regulations, and penalties for infractions thereof, governing:

a. Use of the Common Areas and the improvements and facilities located thereon;

b. The types, sizes, numbers, locations, and movement of motorized and recreational vehicles within the Common Area;

c. Hazardous, illegal or annoying materials or activities in and upon the Property;

d. The types, sizes, number, locations and behavior of animals in and upon the Property;

e. The use and maintenance of a private security system for the Property;

f. Trash disposal, storage areas and temporary structures;

g. The use, maintenance and appearance of Limited Common Elements;

h. The posting of signs in and upon the Property;

i. Anything that interferes with the property and lifestyle values of a majority of the Owners, or the maintenance and administration of the Association.

4.3. OWNERSHIP BY MORE THAN ONE PERSON. A Condominium Unit may be held and owned by any person, firm, corporation or other entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

4.4. RIGHT OF ENTRY. The Association shall have the irrevocable right to have access to each Unit, from time to time during reasonable hours, as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

4.5. RIGHT TO LEASE. The Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days, nor shall less than an entire Unit be rented or leased. The Owners of the respective Units shall have the absolute right to lease the Units, provided that the lease is in writing and is made subject to this Declaration, the By-Laws, and any Rules and Regulations adopted by the Board of Directors and published from time to time.

4.6. RESTRICTION OF OWNERSHIP. An Owner shall not be deemed to own the unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit, nor shall such Owner be deemed to own the utilities running through his Unit which serve more than one (1) Unit, except as a tenant in common with the other Owners.

4.7. OWNER MAINTENANCE. An Owner shall be deemed to own, and shall maintain, everything within the unfinished surfaces of the perimeter walls, floors and ceilings that surround his Unit. An Owner shall own and maintain the inner, finished surfaces of the perimeter walls, floors and ceilings; interior walls, floors, ceilings, and doors entirely within the Unit; all fixtures and equipment installed within the Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (hereafter referred to as "utilities") enter the Unit; the heating and cooling system serving solely his Unit, although some components may be exterior to the Unit. An Owner shall also be responsible for the cleanliness and upkeep of the patio or balcony which is a Limited Common Element of the Unit. An Owner shall also be obliged to promptly repair and replace any broken or cracked glass in his Unit's windows and doors.

4.8. IMPAIRMENT. An Owner shall do no act nor any work that will impair the structural soundness and integrity of the Building or impair any easement or hereditament. No Owner shall in any way alter, modify, add to or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without complying with the Architectural Control provisions of this Declaration. No Owner shall maintain a water bed on any floor other than the ground floor of any structure.

4.9. LIABILITY FOR NEGLIGENT ACTS. In the event the need for maintenance, repair or replacement of Units or Common Elements is caused through the willful or negligent act of an Owner or Occupant, or his family, guests or invitees, and is not covered or paid for by insurance, the cost of such maintenance, repair or replacement shall be added to and become a part of the assessment to which the Owner's Unit is subject, pursuant to Article IV hereof. Such liability is limited to the liability the Owner has under Texas law.

4.10. MECHANIC'S AND MATERIALMAN'S LIENS. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent contractor or subcontractor, shall be the basis for filing a lien against the Common Elements owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against such liability arising from the claim of any lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

4.11. SUBJECT TO DECLARATION AND BY-LAWS. Each Owner and the Association shall comply strictly with the provisions of this Declaration, the By-Laws, the decisions, resolutions, Rules and Regulations of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners, or, in proper case, by an aggrieved Owner against another Owner or against the Association.

4.12. RULES AND REGULATIONS. After declarant control has terminated, the Board or the Association membership may, by majority vote, pass, amend or revoke administrative Rules and Regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Article and other provisions of this Declaration and By-Laws.

4.13. USE BY DECLARANT. Nothing in this Article, the Declaration or By-Laws shall be construed to prohibit the Declarant from using any Unit owned by the Declarant for promotional, marketing or display purposes or from using any appropriate portion of the Common Elements for marketing or customer service purposes.

ARTICLE V

ARCHITECTURAL AND DESIGN CONTROL

5.1. PROHIBITION OF ALTERATION AND IMPROVEMENT. Subject to the reservations by Declarant under Paragraph 10.1, no building, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement or structure of any kind shall be commenced, erected, painted or maintained upon the Property, nor shall any alteration or improvement of any kind be made thereto (save and except for repainting and redecorating of the interior of a Unit by an Owner) until the same has been approved in writing by the Board or by an Architectural Control Committee (the "Committee") appointed by the Board.

5.2. PLANS AND APPROVAL. Plans and specifications showing the nature, kind, shape, color, size, material and location of such improvements or alterations, shall be submitted to the Board or Committee for approval as to such matters as quality of workmanship and design and harmony of structural and external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to rebuild in accordance with plans and specifications previously approved by the Board or Committee and still in effect at the time work is initiated. No landscaping of patios or yards visible from the street, from other Units or from the Common Elements shall be undertaken by any Owner until plans and specifications showing the nature, kind, shape, design and location of the proposed materials shall have first been submitted to and approved in writing by the Board or Committee. The Board or Committee shall respond in writing within ninety (90) days from the date it receives said requests for approval of plans and specifications required under this Section. If the Board or Committee does not respond in writing within said ninety (90) day period, the Board or Committee shall be deemed to have approved said request.

5.3. NON-LIABILITY. Neither Declarant, its successors or assigns, nor the Board or Committee, nor any Member thereof, shall be held responsible for any loss or damage, nor shall the same be held liable in any manner whatsoever, for any errors or defects which may or may not be shown on said plans or specifications or on buildings or structures erected in accordance with such plans or specifications or otherwise.

5.4. ARCHITECTURAL CONTROL COMMITTEE. The number, appointment and term of Members of the Committee shall be provided in the By-Laws, subject to the following limitations:

- a. If a Committee is appointed, there shall be not less than three (3) nor more than five (5) Members of the Committee.
- b. Declarant may appoint all of the original Members of the Committee and all replacements until control of the Association is fully transitioned to the Owners. Thereafter, the Board shall have the power to appoint all of the Members of the Committee. Committee Members appointed by the Declarant need not be Members of the Association. Committee Members appointed by the Board shall, however, be from the membership or Occupants of the Association.
- c. The Committee shall act without compensation but shall be permitted to charge reasonable fees to cover the costs of drawing, approving or distributing plans and specifications.

ARTICLES VI

ASSESSMENTS

6.1. PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and recreation of all the Occupants, and in particular for the improvements, maintenance and preservation of the Property. The Board may use said Assessments for Common Expenses growing out of or connected with the

maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements which may include, but shall not be limited to: all insurance; maintenance and replacement of the Common Elements; management costs; taxes; legal and accounting fees; landscape maintenance; garbage pickup; pest control; security services; utilities; discharge of any liens on the Common Elements; a reasonable contingency fund; reserve funds for the replacement of Common Elements; and enforcement of the provisions of this Declaration, the By-Laws and the Rules and Regulations promulgated thereunder. The decision of the Board with respect to the use of Assessments shall be final so long as made in good faith.

6.2. WORKING CAPITAL FUND. On the effective date of this Declaration, a working capital fund for the initial operation of the Project shall be established. Nonrefundable contributions to this fund, in the amount of two (2) months' estimated Common Assessments charge for each Unit, will be collected at the closing of each Unit conveyed by the Declarant.

6.3. RESERVE FUNDS. The Association shall establish and maintain reserve funds at levels adequate for the replacement or major repair of Common Element components. Such reserves shall be funded by Annual Assessments rather than by extraordinary Special Assessments.

6.4. ANNUAL BUDGET. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including but not limited to the uses stated in Paragraph 6.1 above. The annual budget shall provide for a reserve for contingencies for the year and reserve funds as required in Paragraph 6.3 above. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner.

6.5. ASSESSMENTS.

a. Annual Assessments. Each Unit Owner shall be assessed annually for his proportionate share of the Common Expenses for such year as shown by the annual budget. The proportionate share for each Unit Owner shall be in accordance with his Unit's ownership interest in the Common Elements, as set forth in Exhibit "C" of the Declaration. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay an installment of one-twelfth (1/12) of the Annual Assessment, hereinafter referred to as "Monthly Assessments". In the event that the Board shall not approve an estimated annual budget or shall fail to determine new assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective Monthly Assessment as last determined. In the event that during the course of any year, it shall appear to the Board that the Monthly Assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall approve an assessment increase covering the estimated deficiency for the remainder of the year, such increase to be assessed in proportion to each Unit's ownership interest in the Common Elements. At least thirty (30) days prior to the effective date of any increase or decrease in Annual or Monthly Assessments, the Board shall notify Unit Owners of (a) the amount of, (b) the budgetary basis for, and (c) the effective date of the increased or decreased assessment.

b. Special Assessments. In addition to the Annual Assessments and supplemental assessments authorized above, the Board may levy, in any year, one or more Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget, contingency or reserve funds, provided that any such Special Assessment shall be approved by at least a majority vote of the Owners. Said Special Assessments shall be assessed against each Owner in proportion to his Unit's ownership interest in the Common Elements as set forth herein.

c. Individual Assessments. An individual assessment may be levied by the Board against an individual Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Unit into compliance with the provisions of this Declaration and By-Laws.

d. Deficiency Assessments. Pursuant to the provisions of Paragraphs 8.3, 8.4b, and 8.9b(4), the Board may levy a deficiency assessment against all Owners for the purpose of defraying, in whole or in part, the cost of reconstruction or restoration in the event that insurance proceeds or condemnation awards prove insufficient. Said deficiency assessments shall be assessed against each Owner in proportion to his Unit's ownership interest in the Common Elements.

6.6. PERSONAL OBLIGATION. All Owners shall be obligated to pay the assessments, either estimated or actual, levied by the Board to meet the Common Expenses. The amount of Common Expenses assessed against each Unit shall be the personal and individual debts of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expense by waiver of the use or enjoyment of the Common Elements or by abandonment of his Unit.

6.7. DEFAULT IN PAYMENT OF ASSESSMENTS.

a. The Board shall have the responsibility to take prompt action to collect any assessment which remains unpaid more than fifteen (15) days from the due date for payment thereof. The Board may accelerate the payment of the balance of an assessment in the event of a default by an Owner in the payment of an installment on that assessment. In the event of default in the payment of an assessment, such Owner shall be obligated to pay late charges in the form of interest on the amount of the assessment from due date thereof, the rate of said interest to be determined by the Board, but not to exceed the maximum permitted by law. Such Owner in default shall also be liable for all expenses incurred by the Association to collect such assessment and late charge, including attorneys fees. Suit to recover a money judgment for unpaid Common Assessments shall be had in Collin County, Texas, and maintainable without foreclosing or waiving the lien securing same. Additionally, the Board shall give prompt notice of any default in payment of an assessment on a Unit to the Mortgagee, if any, on such Unit.

b. The Board may also temporarily suspend the Association membership rights of any Owner who is in default in payment of any assessment.

6.8. ASSESSMENT LIEN.

a. All sums assessed but unpaid by a Unit Owner for the share of Common Expenses chargeable to his respective Unit, including interest thereon and collection expenses as provided in Paragraph 6.7 above, shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for:

(1) All taxes and special assessments levied by governmental and taxing authorities; and

(2) All liens securing sums due or to become due under any duly recorded mortgage vendor's lien or Deed of Trust.

b. To evidence such a lien the Board may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one of the Board of Directors and may be recorded in the Office of the Clerk and Recorder of Collin County, Texas. Such lien for the Common Expenses shall attach from the date such Common Expense assessment was due.

c. Such lien may be enforced by foreclosure of the defaulting Owner's Unit by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Article 3810 of the Revised Civil Statutes of the State of Texas, or in any manner permitted by law. Each Owner, by accepting a deed to his Unit, expressly grants to the Association a power of sale, set forth in said Article 3810, in connection with the assessment lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney's fees. The Owner shall also be required to pay the Association a reasonable rental for the Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect same. The Association shall have the power to bid on the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

d. Any encumbrancer holding a lien on a Unit may pay any unpaid Common Assessment payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit, for the amount paid, of the same rank as the lien of his encumbrance. However, such payment shall not be deemed a waiver of the Owner's default by either the Association or such encumbrancer.

e. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Unit to secure payment of any assessment which is levied pursuant to the terms hereof. Said liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, but not limited to, interest, costs and reasonable attorney's fees, shall be chargeable to the Owner in default. Such lien shall be subordinate and inferior to those liens listed in Subparagraphs 6.1a(1) and (2).

6.9. TRANSFER OF UNIT BY SALE OR FORECLOSURE. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of a mortgage, or by Deed or other transfer in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer (except for assessments which became due prior to the recordation of such mortgage). No such sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof. When any Mortgagee of a mortgage obtains title to a Unit as a result of foreclosure of such mortgage, or by deed or other conveyance in lieu thereof, such Mortgagee shall not be liable for the unpaid dues or charges of the Association chargeable to such Unit which accrued subsequent to the recordation of such mortgage and prior to the acquisition of title to such Unit by such Mortgagee. Such unpaid dues or charges shall be deemed to be Common Expenses collectible from all of the Units including the Unit acquired by such Mortgagee. If expressly agreed by the grantee, in a voluntary conveyance of a Unit (other than a deed or conveyance to a Mortgagee in lieu of foreclosure), the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee, upon payment to the Association of a reasonable fee, and upon written request, shall be entitled to a statement from the Association setting forth the amount of any unpaid assessments then due and owing to the Association with respect to the Unit being purchased, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement and applicable to a period of time prior to the date of such statement; provided, however, the grantee shall be liable for any such assessments becoming due after the date of any such statement.

ARTICLE VII

INSURANCE

7.1. MASTER HAZARD INSURANCE The Association shall obtain and maintain at all times insurance of the type and kind provided hereinafter, including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to any Condominium Building, fixtures,

equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association and all Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts the Board may deem advisable. Each Owner irrevocably designates the Owners Association, as Attorney In Fact, to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after thirty (30) days' prior written notice to each First Mortgagee. The Board of Directors shall, upon request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

7.2. MASTER LIABILITY INSURANCE. The Association shall keep a comprehensive policy or policies of public liability insurance covering the Common Elements of the Project and such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of a Unit Owner because of negligent acts by the Association, its Board of Directors or a Unit Owner. Such policy or policies shall be in amounts of not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damage, plus an umbrella policy for not less than One Million Dollars (\$1,000,000.00) for all claims for personal injury, including death, and/or property damage arising out of a single occurrence; and the policy shall include water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other coverage as is customarily deemed necessary with respect to projects similar in nature.

7.3. ADDITIONAL ASSOCIATION POLICIES. The Association shall keep a policy or policies of (i) liability insurance insuring the Board of Directors, officers and employees of the Association against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entities, (ii) workmen's compensation as required under the laws of the State of Texas, and (iii) such other insurance as deemed reasonable and necessary in order to protect the Project, the Unit Owners and the Association.

7.4. INSURANCE ON THE UNITS. The Association shall be responsible for obtaining insurance upon the Units, including all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors and ceilings of such Unit, as initially installed or replacements thereof. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Association's operation or maintenance of the Project. Each Unit Owner shall be responsible for obtaining minimum liability coverage on his Unit of \$100,000.00, and shall furnish proof of coverage if requested by the Board. Each Unit Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on improvements and betterments, the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability of each Unit are specifically made the responsibility of each Unit Owner.

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

ARTICLES VIII

DAMAGE, DESTRUCTION OR OBSOLESCENCE

8.1. ASSOCIATION AS ATTORNEY IN FACT. This Declaration hereby makes mandatory the irrevocable appointment of an Attorney In Fact to deal with the Property upon its destruction, obsolescence or condemnation. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute appointment of the Attorney In Fact herein

provided. All of the Owners irrevocable constitute and appoint PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC., or its successor non-profit corporation, if same be hereafter organized, their true and lawful Attorney in their name, place and stead, for the purpose of dealing with the Property upon its destruction, obsolescence or condemnation, as hereinafter provided. As Attorney In Fact, the Association, by its authorized officers shall have full and complete authorization, right and power to make, execute and deliver any contract, Deed or any other instrument with respect to the interest of a Condominium Unit Owner which is necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s), as used in the succeeding Subparagraphs, means restoring the improvement(s) to substantially the same condition in existence prior to the damage, with each Unit and Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements, unless all of the Owners and all of the First Mortgagors agree not to rebuild in accordance with the provisions set forth hereinafter.

8.2. SUFFICIENT PROCEEDS. In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as Attorney In Fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

8.3. LESS THAN 2/3 DESTRUCTION. If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty-six and two-thirds percent (66-2/3%) of all the Common Elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as Attorney In Fact, using the proceeds of insurance and the proceeds of a deficiency assessment to be made against all of the Owners and their Condominium Units. Such deficiency assessment shall be a Common Expense and made pro rata according to each Owner's proportionate interest in the Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The deficiency assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Article VI hereof, but will be subordinate to any prior recorded first mortgage lien, as provided in Paragraph 6.9 hereof. Should the Association choose to foreclose said assessment lien, as provided in Article VI, the proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney In Fact, in the following order:

- a. For payment of taxes and special assessment liens in favor of any governmental assessing entity;
- b. For payment of the balance of the lien of any first mortgage;
- c. For payment of unpaid Common Expenses;
- d. For payment of junior liens and encumbrances in the order and extent of their priority; and
- e. The balance remaining, if any, shall be paid to the Condominium Unit Owner.

8.4. 2/3 OR MORE DESTRUCTION.

- a. If more than sixty-six and two-thirds percent (66-2/3%) of all of the Common Elements, not including land, are destroyed or damaged, and if the Owners of Units representing an aggregate ownership interest of one hundred percent (100%) of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, the Board shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary, the entire remaining Premises shall be sold by the Association, as Attorney In Fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the

Association according to each Unit's proportional interest in the Common Elements and such divided proceeds shall be paid into a separate account for each Unit, the total number of accounts being equal to the total number of Units in the Project. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as Attorney In Fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any one (1) account to another, toward the full payment of the lien of any first mortgage against the Condominium Unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire Property. Such apportionment shall be based upon each Unit's proportionate interest in the Common Elements. The total funds of each account shall be used and disbursed, without contribution from one (1) account to another, by the Association, as Attorney In Fact, for the same purposes and in the same order as is provided in Paragraph 8.3 hereof. Any decision to terminate the Condominium status as herein provided must have the approval of First Mortgagors holding mortgages on Units which have at least fifty-one percent (51%) of the votes of the Association.

b. If the Owners representing an aggregate ownership interest of one hundred percent (100%) of the Common Elements adopt a plan for reconstruction, then all of the Owners shall be bound by the terms and provisions of such plan. Any deficiency assessment made in connection with such plan shall be a Common Expense and made pro rata according to each Owner's proportionate interest in the Common Elements and shall be due and payable as provided by the terms of the plan. The Association shall have the authority to cause the repair and restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The deficiency assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Paragraph 6.8 hereof, but will be subordinate to any prior recorded first mortgage lien, as provided in Paragraph 6.9 hereof. Should the Association foreclose said assessment lien, as provided in said Paragraph 6.8, the proceeds derived from sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney In Fact, for the same purposes and in the same order as is provided in Paragraph 8.3 hereof.

8.5. OBSCOLESCENCE.

a. The Owners representing an aggregate ownership interest of at least sixty-seven percent (67%) of the Common Elements, may agree that the Common Elements of the Property are obsolete and that the same should be renewed or reconstructed. In such instance, a special assessment may be levied as a Common Expense for the purpose of renewing or reconstructing the Common Elements.

b. The Owners representing an aggregate ownership interest of one hundred percent (100%) of the Common Elements and all holders of first mortgages may agree that the Common Elements of the Property are obsolete and that the same should be sold. In such instance, the Board shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary, the entire Premises shall be sold by the Association, as Attorney In Fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-Laws. The sale proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit's proportionate interest in the Common Elements, and such divided proceeds shall be paid into a separate account for each Unit, the total number of accounts being equal to the total number of Units in the Project. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as Attorney In Fact, shall use and disburse the total amount (of each) of such funds, without contribution from any one (1) account to another, for the same purposes and in the same order as is provided in Paragraph 8.3 hereof.

8.6. REPAIR OF INTERIOR OF UNIT. Each Owner shall be responsible for the reconstruction, repair or replacement of that portion of the interior of his Unit which the Owner has installed, furnished or provided, including but not limited to, any floor coverings, wall coverings, window shades, draperies, furniture, furnishings, decorative light fixtures, or other improvements, betterments and additions to his Unit, and all appliances located therein irrespective of whether or not such appliances are "built-in" to the Unit, except the original built-in appliances. Each Owner shall further be responsible for the costs of reconstruction or repair of interior walls of the Owner's Unit, if not otherwise covered by insurance carried by the Association. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or replacement of any portion of the Project necessitated by his negligence or misuse or the negligence or misuse by his family, guests, agents, employees or contractors. In the event damage to all or any part of the interior of an Owner's Unit is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of an Owner's Unit is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

8.7. ACCORDANCE WITH PLANS. Any restoration, reconstruction or repair of the Project shall be performed substantially in accordance with this Declaration and the original Plans and specifications, unless other action is approved by First Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units subject to first mortgages and Owners representing an aggregate ownership interest of at least sixty-seven percent (67%) of the Common Elements.

8.8. JUDICIAL PARTITION. There shall be no judicial partition of the Common Elements, nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph 8.1 hereof in the case of damage or destruction or unless the Property has been removed from the provisions of the Texas Condominium Act; provided, however, that if any Condominium Unit 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 between such co-tenants, but such partition shall not affect any other Condominium Unit.

8.9. CONDEMNATION OR EMINENT DOMAIN.

a. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association as Attorney In Fact, and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Condominium Unit. The expense of participation in such proceedings by the Association shall be a Common Expense. The Association, as Attorney In Fact, is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association as Attorney In Fact, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Condominium Unit), the Board, on behalf of the Association, as Attorney In Fact, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding.

b. With respect to any such taking, all damages and awards shall be determined for the taking of the individual Units and for the taking of the Common Elements and for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner for the loss of the individual Unit plus an amount in proportion to his ownership interest in the Common Elements to be applied or paid as set forth in Paragraph 8.3 hereof, unless restoration takes place as herein provided. The Board, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Board, on behalf of the Association, as Attorney in Fact. In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than two-thirds (2/3) of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

- (1) The Board shall determine which of the Condominium Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium Project and the reduced size of each Condominium Unit so damaged.
- (2) The Board shall determine whether it is reasonably practicable to operate the remaining Condominium Units of the Project, including those damaged Units which may be made tenantable, as a Condominium in the manner provided in this Declaration.
- (3) In the event that the Board determines that it is not reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable, then the Condominium Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants in common, in the proportionate ownership interest previously owned by each Owner in the Common Elements. Any decision to terminate the condominium status of the Project must have the approval of First Mortgagees holding the mortgages on at least fifty-one percent (51%) of the Units subject to first mortgages.
- (4) In the event that the Board determines it will be reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Unit, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct such Condominium Unit so that it is made tenantable. The restoration shall comply with Paragraph 8.7 of this Declaration. If the cost of such work exceeds the amount of the award, the Board may levy a deficiency assessment against those Condominium Units which are tenantable. With respect to those Units which may not be tenantable, the award made shall be paid as set forth in Paragraph 8.3 and the remaining portion of such Units, if any, shall become part of the Common Elements. Upon the payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the proportionate ownership interest in the Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the

Common Elements among the reduced number of Owners based upon the square footage of the individual remaining Units in proportion to the total square footage of all the remaining Units. If two-thirds (2/3) or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants in common in the proportionate ownership interest previously owned by each Owner in the Common Elements. The Owners representing an aggregate ownership interest of sixty-seven percent (67%) of the Common Elements and First Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units subject to first mortgages may agree that the Property should be sold. In such instance, the Association shall record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized officers, the entire Premises shall be sold by the Association, as Attorney In Fact, for all of the Owners, free and clear of the provisions contained in the Declaration, the Plat and the By-Laws. The sales proceeds shall be apportioned among the Owners on the basis of each Unit's proportionate ownership interest in the regrouped estate. Any damages, awards, or sales proceeds provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Paragraph 8.3 hereof.

ARTICLE IX

PROTECTION OF MORTGAGEES

9.1. NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a Deed of Trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units."

9.2. RIGHTS OF MORTGAGEES. No breach of the covenants, conditions and restrictions contained in this Declaration, nor the enforcement of any lien provisions herein, shall render invalid the lien of any first lien mortgage on any Unit made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, unless otherwise provided herein.

9.3. NOTICE TO LENDERS. All First Mortgagees who have filed with the Association an appropriate written request, shall be entitled to receive the following notices in writing from the Association:

a. Notice of any proposed change in the Declaration or By-Laws, which notice shall be given thirty (30) days prior to the effective date of such change;

b. Notice of default by the Owner or grantor of any mortgage on a Unit (the beneficial interest in which is held by said First Mortgagee) in the performance of such Owner's or grantor's obligations under the Declaration or By-Laws, which default is not cured within sixty (60) days;

c. Notice of any damage or destruction to any individual Unit subject to a mortgage (the beneficial interest in which is held by said First Mortgagee) which damage exceeds One Thousand Dollars (\$1,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such damage or destruction;

d. Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

e. A copy of the most recent audited financial statement of the Association;

f. Notice of any loss to or taking of any portion of the Common Elements or facilities or improvements thereon, which loss or taking exceeds Ten Thousand Dollars (\$10,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such loss or taking; and

g. Prior written notice of all meetings of the Association, permitting the designation of a representative of such Mortgagee to attend such meetings, one such request to be deemed to be a request of prior written notice of all subsequent meetings of the Association.

9.4. EXAMINATION OF BOOKS. The Association shall permit Mortagees to examine the books and records of the Association upon written request during normal working hours.

9.5. TAXES, ASSESSMENTS AND CHARGES. All taxes, assessments and charges which may become liens prior to the first mortgage under local laws shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

ARTICLE X

RESERVATIONS BY DECLARANT

10.1. RESERVATION OF CONSTRUCTION AND SALES ACTIVITIES. In order that Declarant may establish the Property as a fully occupied Condominium, no Unit Owner nor the Association shall do anything to interfere with, and nothing in the Declaration shall be understood or construed to:

a. Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing in any Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of any work thereon;

b. Prevent Declarant, its successors or assigns, or its or their representatives, from erecting, constructing and maintaining on the Common Elements or any Unit owned or controlled by Declarant, its successors or assigns, or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing any work and establishing the Property as a Condominium and disposing of the same by sale, lease or otherwise;

c. Prevent Declarant, its successors or assigns, or its or their representatives, from maintaining a Sales Office and maintaining and showing model Units to aid in the marketing of the Units during the Construction Period; or

d. Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sign or signs for marketing of Units in the Property.

10.2. RESERVATION OF VARIANCE. Notwithstanding any provision of this Declaration to the contrary, the Declarant reserves unto itself the exclusive right to amend the Condominium Plat and to vary the size, shape, physical lay-out or location of the unsold Units and to correspondingly adjust the sales price and the percentage or fraction of ownership of the Common Elements of the respective Units remaining unsold. Such adjustment in the percentage or fraction of ownership of the Common Elements will only affect those Units owned by Declarant, and will not change or affect the percentage or fraction of ownership of any other Unit. This reservation shall be effective for the annexed and merged Condominium Regime but shall not work to readjust or reallocate any vested interests in the Common Elements appurtenant to any sold Units.

10.3. RESERVATION OF RIGHT OF MERGER AND ANNEXATION.

a. For a period of five (5) years from the date of recordation of this Declaration, the Declarant reserves the right, authority and power to annex tracts out of the adjoining land described in the attached Exhibit "D" for the purpose of establishing, annexing and merging an additional Condominium Regime. It is contemplated that Declarant will annex approximately one hundred sixteen (116) additional Units to the Project, but nothing contained herein shall restrict Declarant to this number of Units or obligate Declarant to annex this number of Units. The Regimes shall conform in basic respects to the general restrictions, limitations and benefits contained in this Declaration. The intended improvements in the future annexation tracts must be substantially completed prior to annexation. Upon the recordation of Condominium Declaration Supplements or Declarations of Annexation and Merger in compliance with this Paragraph 10.3, this Declaration shall further apply to and affect all of the Property described in this Declaration and the Property described in such Declaration Supplements or Declarations of Annexation and Merger, and shall also bind all Owners of any part of the Subsequent Regimes with the same effect as if the Regimes were originally subject to and described in this Declaration. Thereafter, the powers and responsibilities of the Board and Association shall be coextensive with regard to all Property included within the expanded Condominium and the Board and Association shall, pursuant to the provisions of this Declaration, constitute the Board and Association of the entire Condominium, as expanded. The rights, obligations and duties of each Owner shall be the same and identical to the rights, obligations and duties of the Owners prior to recordation of such Declaration Supplements or Declarations of Annexation and Merger, except as each Owner's percentage or fraction of ownership interest may be modified as herein provided.

b. The Association shall continue to maintain one (1) Common Expense Fund for the collection and disbursement of monies as required and permitted hereby for the maintenance, repair, replacement and operation of the expanded Condominium and in all respects and meanings, the Condominium, as expanded, shall be deemed to be a single Condominium Project for the purposes of and in accordance with the provisions of this Declaration and the Act.

c. The annexation and merger shall entail Buildings, amenities and Units of comparable design, size and quality and shall be accomplished by the filing of an appropriate Declaration Supplement or Condominium Declaration of Annexation and Merger. Said documents shall be recorded in the Condominium Records of Collin County, Texas, which will, inter alia:

- (1) Be executed by only the Declarant or its successors or assigns;
- (2) Contain a legal description of the land to be annexed to the Condominium;
- (3) Contain a sufficient description of the Units built or to be built on the annexed land;
- (4) Contain a reallocation of percentage or fraction of ownership interest in the Common Elements (as expanded by annexation) among all Units in the Condominium. Such reallocation will be calculated by determining the square footage of the individual Units in proportion to the new total square footage of all the Units; and
- (5) Any other information required by law or necessary to effectuate the intent of this Article.

d. This Declaration, including, but not limited to this Paragraph 10.3, does not presently create any interest in or with respect to the Property shown as Exhibit "D" which may be annexed, and this Declaration shall not affect in any manner all or any part of such Property unless and until a Supplemental Declaration or Declaration of Annexation and Merger is filed thereto in accordance with this Paragraph 10.3.

10.4. DECLARANT CONTROL. For the benefit and protection of the Unit Owners and any First Mortgagees of record for the sole purpose of insuring a complete and orderly buildout as well as a timely sellout of the Condominium Project, including the annexations as provided in Paragraph 10.3, the Declarant will retain control of and over the Association for a maximum period not to exceed January 1, 1988, or upon the sale of seventy-five percent (75%) of the Units, including the annexation, or when in the sole opinion of the Declarant, the Project becomes viable, self-supporting and operational, whichever occurs first. It is expressly understood, the Declarant will not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements with a term longer than one (1) year without majority Association approval upon relinquishment of Declarant control. Should Declarant elect not to annex the adjoining tract, then its control shall extend no longer than three (3) years from recordation of this Condominium Declaration. In no event shall control extend beyond January 1, 1988, if the proposed phase is annexed and incorporated hereinto by merger. Within sixty (60) days of the end of the Declarant Control Period, or sooner at the Declarant's option, the Declarant shall call an organizational meeting of the Members of the Association for the purpose of electing, by ballot of Owners, a Board of Directors and to transact such other business of the Association as may properly come before it.

10.5. OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE. During the Declarant Control Period, as provided in Paragraph 10.4 hereof, the Declarant shall be responsible for the difference between the Common Expenses of the Association and the annual assessments received from the Unit Owners, other than the Declarant. During the Declarant Control Period, Declarant shall provide any additional funds necessary to pay actual cash outlays required to fund current operating expenses of the Association. After the Declarant Control Period is terminated, Declarant shall pay the regular monthly assessment for each Unit or Units it owns. In no event shall Declarant's liability for assessments be less than required by the Act. Expenses incurred by the Declarant for the completion or marketing of the Project shall be paid by the Declarant, and shall not be Common Expenses of the Association.

10.6. CORRECTION OF ERROR, AMENDMENT.

a. Declarant reserves, and shall have the continuing right, until the end of the Construction Period, without the consent of the other Owners or any Mortgagee, to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration. Declarant also reserves the right to amend the Plat attached hereto as Exhibit "B" without the joinder of the other Owners or Mortgagees in order to designate or change the parking assignments made therein, but no such change shall affect the vested rights of any other Owner.

b. Additionally, Declarant reserves, and shall have the continuing right, until the end of the Construction Period, to amend this Declaration with the written consent of the First Mortgagee of any Unit which would be affected (but without the consent of any Owner).

c. To be effective, each amendment to the Declaration must be in writing, signed and acknowledged by the Declarant or such Mortgagees. Any such instrument shall be duly recorded in the Condominium Records of Collin County, Texas.

10.7. TTEMPORARY MANAGING AGENT. During the Declarant Control Period, the Declarant may employ or designate a temporary manager or Managing Agent, who shall have and possess all of the rights, powers, authority, functions and duties as may be specified in the contract of employment or as may be

delegated by Declarant to him. The Declarant may pay such temporary manager or Managing Agent such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the Common Expenses of this Condominium Regime and shall be paid out of the Association budget.

ARTICLE XI

AMENDMENTS TO DECLARATION; APPROVAL OF OWNERS AND MORTGAGEES

11.1. CHANGES REQUIRING LENDER AND OWNER APPROVAL.

a. In addition to the consent of Owners representing an aggregate ownership interest of at least sixty-seven percent (67%) of the Common Elements, the approval of First Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units subject to first mortgages and, upon written request, notice to all First Mortgagees holding mortgages on Units, shall be required to add or amend any material provisions to this Declaration or to the By-Laws which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of Common Elements;
- (4) Insurance and fidelity bonds;
- (5) Rights to use of the Common Elements;
- (6) Responsibility for maintenance and repair of the Units and Common Elements;
- (7) Expansion of the Project;
- (8) Boundaries of any Unit, except as provided in Paragraph 10.2 herein;
- (9) Convertibility of Units into Common Elements, or Common Elements into Units;
- (10) Leasing of Units;
- (11) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Unit;
- (12) Any provisions which are for the express benefit of first mortgage holders, insurers, or guarantors of first mortgages; or,
- (13) The percentage interests of the Units in the Common Elements, except as provided in Paragraphs 10.2 and 10.3 herein, provided that the change of percentage of ownership must have the approval of each Owner affected by said amendment.

b. In addition to the consent of Owners representing an aggregate ownership interest of at least sixty-seven percent (67%) of the Common Elements, the approval of First Mortgagees holding mortgages on at least sixty-seven percent (67%) of the Units subject to first mortgages, shall be required to:

- (1) Partition or subdivide any Unit, provided that approval of the Owner and mortgage holder, if any, of the Unit being subdivided has been obtained;

(2) By act or omission, seek to abandon, partition, subdivide, encumber, or transfer the Common Elements, other than the granting of easements for public utilities or other public uses; or

(3) Use hazard insurance proceeds for losses to any Condominium property for other than the repair, replacement or reconstruction of such property, except as provided by statute in the case of substantial loss, and as provided in Paragraph 8.4.

c. In addition to the unanimous consent of Owners, the approval of First Mortgagees holding mortgages on at least sixty-seven percent (67%) of the Units subject to first mortgages, shall be required to terminate or abandon the Condominium status of the Project by act or omission, except for a termination due to destruction or condemnation.

d. In addition to the consent of a majority of Owners, the approval of First Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units subject to first mortgages, shall be required to terminate professional management of the Association and assume self-management thereof.

e. To obtain any lender approval required of the Association by these Declaration and By-Laws, the Association shall send one written request for each Unit encumbered by a recorded first lien. Any First Mortgagee who receives a written request to approve a change, and who does not deliver or post to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such a request.

11.2. AMENDMENT. Unless otherwise provided in this Article or elsewhere in this Declaration, any of the provisions herein may be amended by the consent of Owners representing an aggregate ownership interest of at least sixty-seven percent (67%) of the Common Elements, provided that:

a. No amendment shall affect the rights given to the Declarant herein without the consent of the Declarant;

b. No action to challenge the validity of an amendment adopted by the Association under this section may be brought more than one year after the amendment is recorded; and

c. To be effective, each amendment to the Declaration must be in writing, signed and acknowledged by the Board, indicating the required approval of such Owners or Mortgagees. Any such instrument shall be duly recorded in the Condominium Records of Collin County, Texas.

ARTICLE XII

GENERAL PROVISIONS

12.1. NOTICE. All demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of the Owner at such mailing address registered with the Association. If any Unit Owner shall fail to give an address to the Association for mailing of notices, all notices shall be sent to the Unit of such Unit Owner, and such Owner shall be deemed to have been given notice irrespective of actual receipt of same. All demands or other notices intended to be served upon the Association or its Board of Directors, shall be sent by ordinary or certified mail, postage prepaid, to 5055 Keller Springs Road, Suite 500, Dallas, Texas 75248, until such address is changed by a resolution of the Board and all Unit Owners have been notified.

12.2. CONFLICT BETWEEN DECLARATION AND BY-LAWS. Whenever the application of the provisions of this Declaration conflict with the application of any provision of the By-Laws adopted by the Association, the provisions or application of this Declaration shall prevail.

12.3. INVALIDATION OF PARTS. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

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

12.5. TEXAS CONDOMINIUM ACT. The provisions of this Declaration shall be in addition and supplemental to the Condominium Act of the State of Texas and to all other provisions of law.

12.6. GENDER. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed and delivered this 11th day of March, 1983.

T.F. STONE COMPANIES, INC.

By: T.F. Stone

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 Tonya M. DeWitt, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed on behalf of T.F. STONE COMPANIES, INC. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11th day of March, A.D., 1983.

Tonya M. DeWitt
Notary Public in and for
the State of Texas

My Commission expires:

12-10-85

To Condominium Declaration for
COBBLESTONE CONDOMINIUM - PHASE I

FIELD NOTES FOR
PHASE I OF COBBLESTONE CONDOMINIUMS

BEING a tract of land situated in Collin County, Texas out of the Mary Catherine and Sally Owen Survey, Abstract No. 672 and being more particularly described as follows:

BEGINNING at the intersection of the South R.O.W. line of Devonshire Drive (a 40' R.O.W.) and the West R.O.W. line of Independence Parkway (a 100' R.O.W.);

THENCE S 00°00'04" W along the said West R.O.W. line of Independence Parkway a distance of 165.00 feet to a point for corner;

THENCE N 89°56'23" W a distance of 363.49 feet to a point for corner;

THENCE N 00°03'37" E a distance of 63.00 feet to a point for corner;

THENCE N 89°59'56" W a distance of 122.00 feet to a point for corner;

THENCE S 00°00'04" W a distance of 46.21 feet to a point for corner;

THENCE N 89°59'56" W a distance of 97.23 feet to a point for corner;

THENCE S 00°00'04" W a distance of 32.92 feet to the beginning of a curve to the right having a central angle of 165°00'00", a radius of 113.50 feet and a tangent length of 862.12 feet;

THENCE along said curve to the right an arc distance of 326.86 feet to the end of said curve;

THENCE N 14°59'56" W a distance of 137.32 feet to a point on the South R.O.W. line of Devonshire Drive, said point being located on a curve to the left having a central angle of 04°07'27", a radius of 800.00 feet, a tangent length of 28.81 feet and a tangent bearing of N 69°07'32" E;

THENCE along said curve to the left, an arc distance of 57.59 feet to the end of said curve;

THENCE N 65°00'04" E along the said South R.O.W. line a distance of 70.39 feet to the beginning of a curve to the right having a central angle of 25°00'00", a radius of 270.0 feet and a tangent of 59.86 feet;

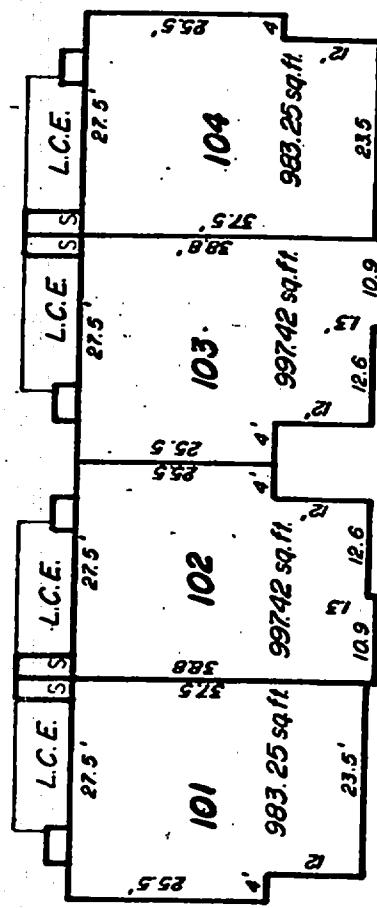
THENCE along said curve to the right an arc distance of 117.81 feet to the end of said curve;

THENCE S 89°59'56" E along the said South R.O.W. line, a distance of 610.00 feet to the POINT OF BEGINNING and containing 3.33 acres of land, more or less.

C8221
September 20, 1982

Exhibit B VOL

3 PAGE 412



②

Scale: 1" = 20'

BUILDING "A" - 1 STORY

PHASE 1 3100 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
BD & associates, inc.
consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

S=Storage Area for limited common element

L.C.E. - Limited Common Element

Exhibit D

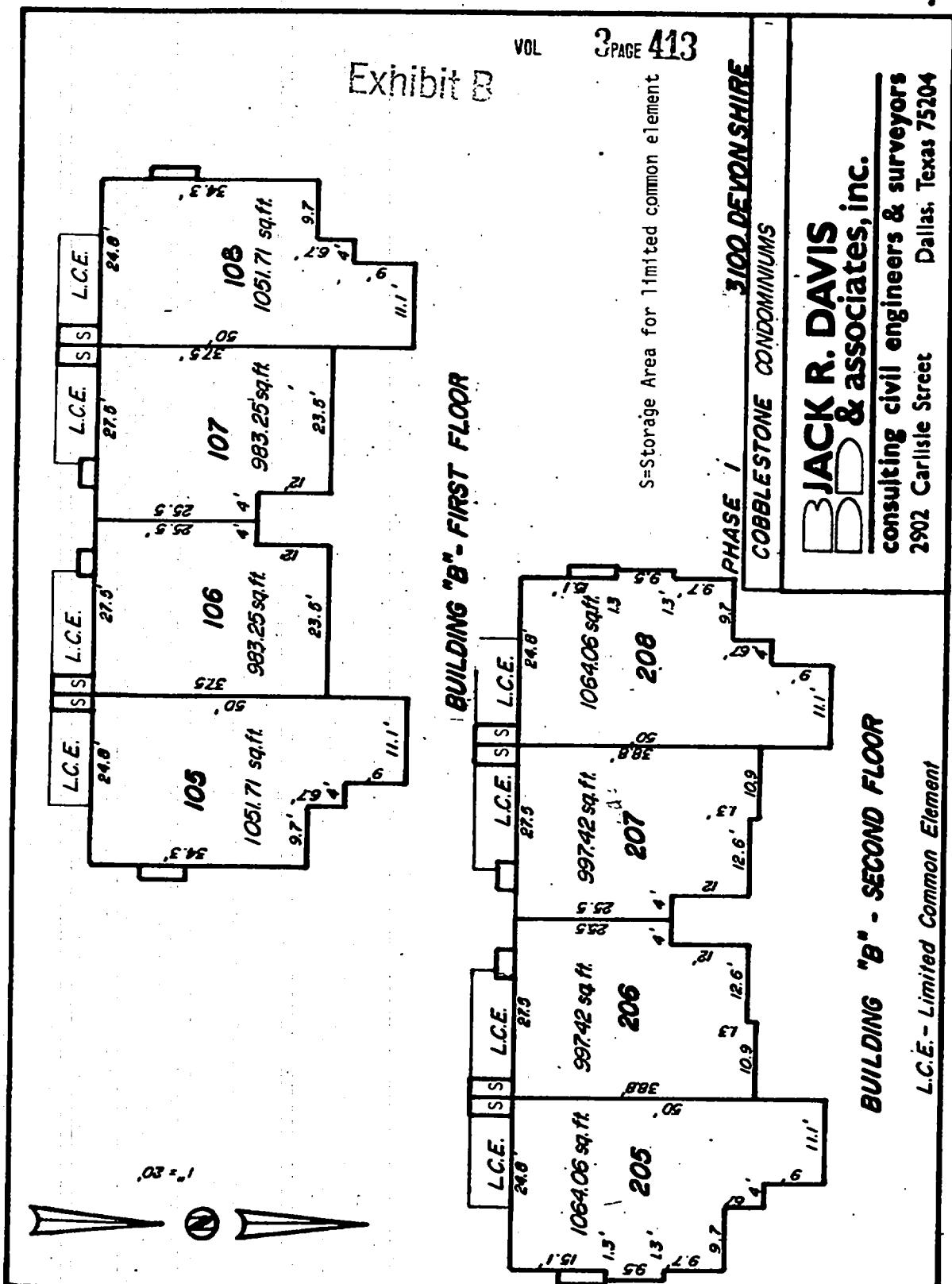
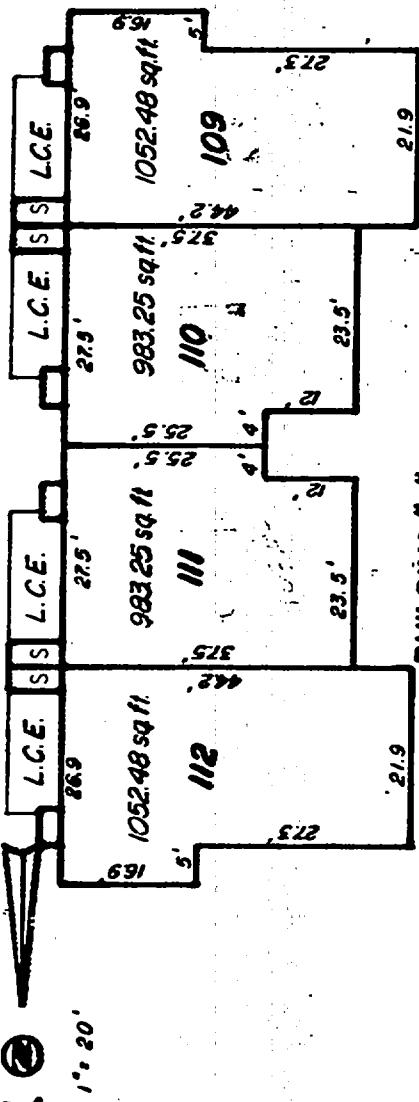
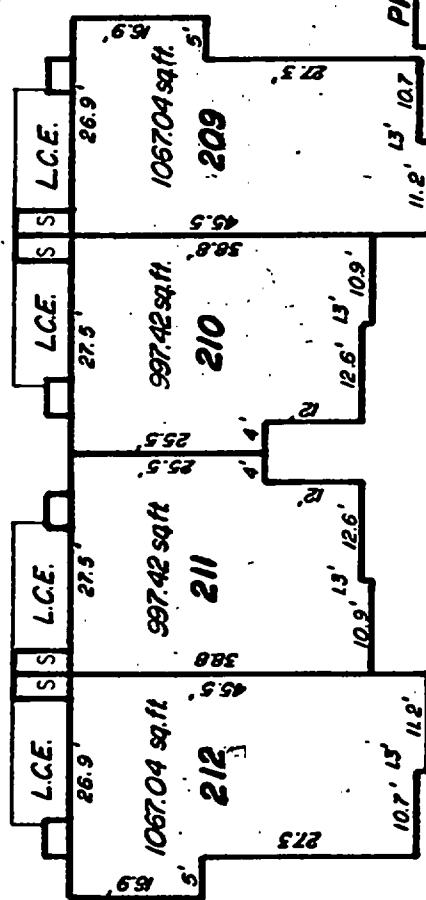


Exhibit B

VOL 3 PAGE 414



BUILDING "C", FIRST FLOOR



BUILDING "C"-SECOND FLOOR

S=Storage' area for limited common element

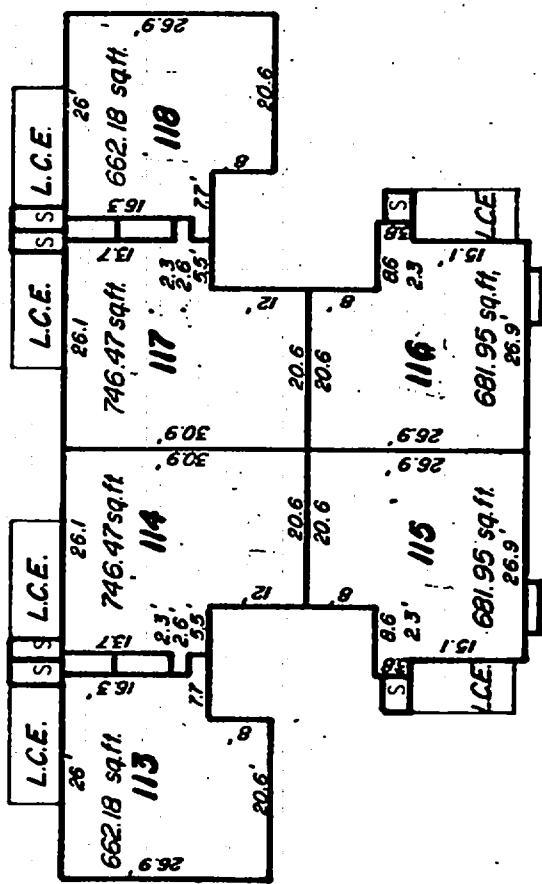
**PHASE I 3100 DEVONSHIRE
COBBLESTONE CONDOMINIUMS**

JACK R. DAVIS
DD & associates, inc.

consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

L.C.E.-Limited Common Element

Exhibit B

**BUILDING "D" - FIRST FLOOR**

S=Storage Area for limited common element

PHASE 1 310 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

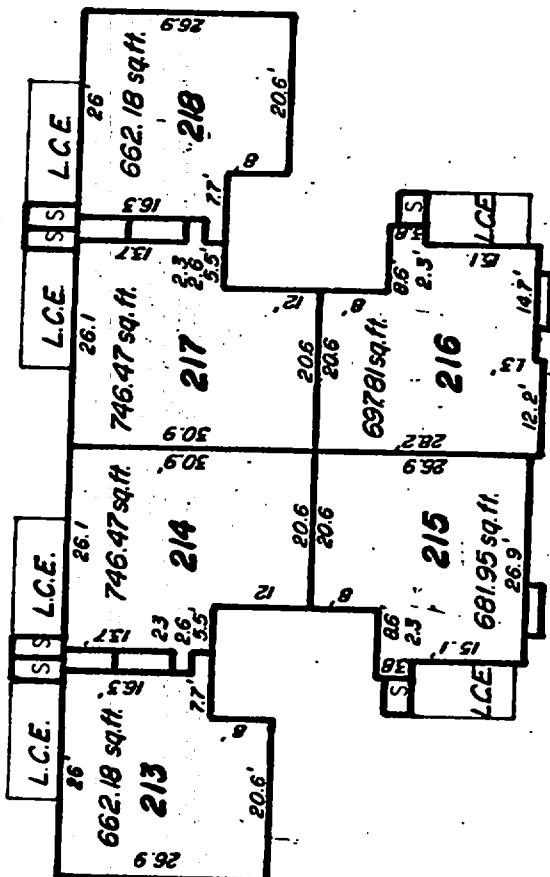
JACK R. DAVIS
BD & associates, inc.

consulting civil engineers & surveyors
 2902 Carlisle Street Dallas, Texas 75204

Exhibit B

VOL

3 PAGE 416



BUILDING "D" - SECOND FLOOR

S=Storage Area for limited common element

PHASE 1 3110 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
DD & associates, inc.

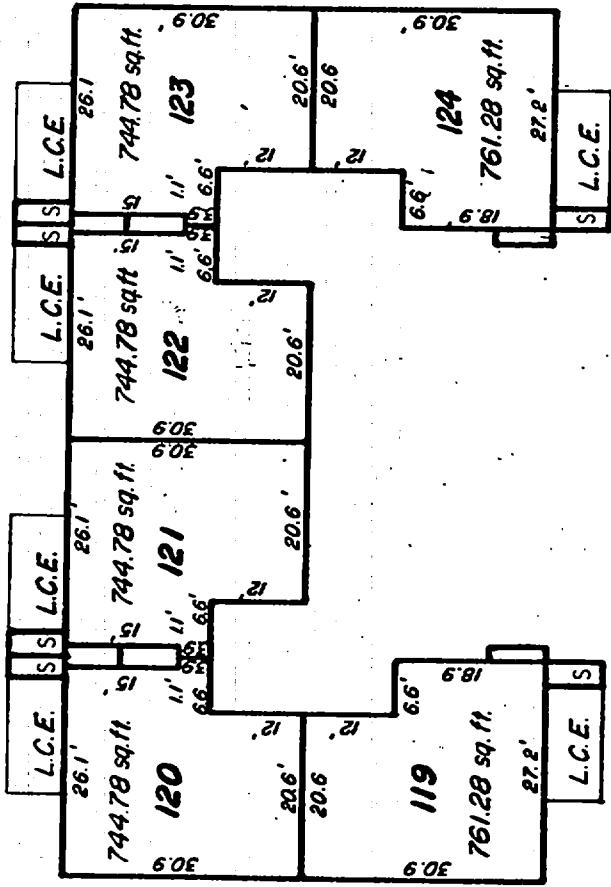
consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

L.C.E.-Limited Common Element

Exhibit B VOL

3 PAGE 417

Scale: 1" = 20'



BUILDING "E" - FIRST FLOOR

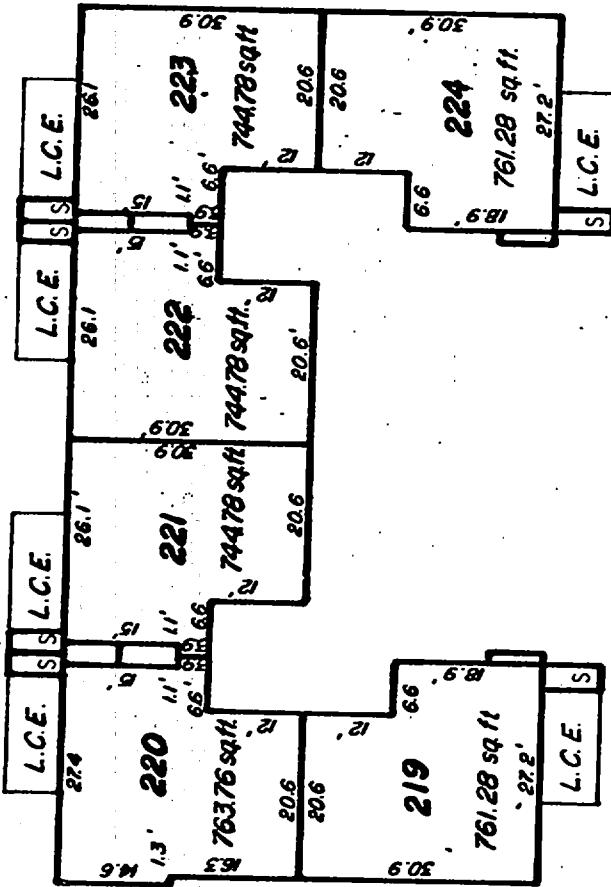
S=Storage area for limited common element

**PHASE 1 3120 DEVONSHIRE
COBBLESTONE CONDOMINIUMS**

L.C.E. - Limited Common Element

Exhibit B VOL 3 PAGE 418

Scallop: 1", 20'



BUILDING "E" - SECOND FLOOR

PHASE 1 3/20 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

JACK R. DAVIS

& associates, inc.

consulting civil engineers & surveyors
2902 Carlisle Street
Dallas, Texas 75204

S=Storage area for limited common element

Exhibit 5

PHASE I
BUILDING TABULATIONS

VOL

3 PAGE 419

<u>Building</u>	<u>Unit Number</u>	<u>Fin. Floor Elevation 1st Floor</u>	<u>Fin. Floor Elevation 2nd Floor</u>	<u>Area Sq. Ft.</u>	<u>% Interest Phase I</u>
A	101	712.50		983.25	2.61
	102	712.50		997.42	2.64
	103	712.50		997.42	2.64
	104	712.50		983.25	2.61
B	105	710.50		1051.71	2.78
	106	710.50		983.25	2.61
	107	710.50		983.25	2.61
	108	710.50		1051.71	2.78
	205		720.50	1064.06	2.82
	206		720.50	997.42	2.64
	207		720.50	997.42	2.64
	208		720.50	1064.06	2.82
C	109	708.00		1052.48	2.79
	110	708.00		983.25	2.61
	111	708.00		983.25	2.61
	112	708.00		1052.48	2.79
	209		718.00	1067.04	2.83
	210		718.00	997.42	2.64
	211		718.00	997.42	2.64
	212		718.00	1067.04	2.83
D	116	705.50		681.95	1.80
	115	705.50		681.95	1.80
	118	705.50		662.18	1.75
	117	705.50		746.47	1.98
	114	705.50		746.47	1.98
	113	705.50		662.18	1.75
	216		715.50	697.81	1.85
	215		715.50	681.95	1.80
	218		715.50	662.18	1.75
	217		715.50	746.47	1.98
	214		715.50	746.47	1.98
	213		715.50	662.18	1.75
E	119	704.50		761.28	2.02
	120	704.50		744.78	1.97
	121	704.50		744.78	1.97
	122	704.50		744.78	1.97
	123	704.50		744.78	1.97
	124	704.50		761.28	2.02
	219		714.50	761.28	2.02
	220		714.50	763.76	2.02
	221		714.50	744.78	1.97
	222		714.50	744.78	1.97
	223		714.50	744.78	1.97
	224		714.50	761.28	2.02
TOTAL:				37,755.20	

EXHIBIT "C"
VOL 3 PAGE 420
COBBLESTONE CONDOMINIUMS

PHASE I

Percentage of Undivided Shares in the Common Elements,
Votes and Common Expense Shares Appurtenant to Each Unit.

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3100 Devonshire	101	A	1	H-c	2.60
"	102	A	1	H-b	2.64
"	103	A	1	H-b	2.64
"	104	A	1	H-c	2.60
"	105	B	1	S-c	2.79
"	205	B	2	S-d	2.82
"	106	B	1	H-a	2.60
"	206	B	2	H-b	2.64
"	107	B	1	H-a	2.60
"	207	B	2	H-b	2.64
"	108	B	1	S-c	2.79
"	208	B	2	S-d	2.82
"	109	C	1	R-a	2.79
"	209	C	2	R-b	2.83
"	110	C	1	H-a	2.60
"	210	C	2	H-b	2.64
"	111	C	1	H-a	2.60
"	211	C	2	H-b	2.64
"	112	C	1	R-a	2.79
"	212	C	2	R-b	2.83
3110 Devonshire	113	D	1	A	1.75
"	213	D	2	A	1.75
"	114	D	1	C-c	1.98
"	214	D	2	C-c	1.98
"	115	D	1	B-a	1.81
"	215	D	2	B-a	1.81
"	116	D	1	B-a	1.81
"	216	D	2	B-b	1.85
"	117	D	1	C-c	1.98
"	217	D	2	C-c	1.98
"	118	D	1	A	1.75
"	218	D	2	A	1.75
3120 Devonshire	119	E	1	C-b	2.02
"	219	E	2	C-b	2.02
"	120	E	1	C-a	1.97
"	220	E	2	C-d	2.03
"	121	E	1	C-a	1.97
"	221	E	2	C-a	1.97
"	122	E	1	C-a	1.97
"	222	E	2	C-a	1.97
"	123	E	1	C-a	1.97
"	223	E	2	C-a	1.97
"	124	E	1	C-b	2.02
"	224	E	2	C-b	2.02

100.00% TOTAL
PHASE I

PLAN TYPE	% OWNERSHIP PER UNIT	TYPICAL INTERIOR SQ.FT.	NO. UNITS	SQ.FT. BY PLAN TYPE
ALCOTT - A	1.75	662.18	4	2,648.72
BEDFORD:				
B-a	1.81	681.95	3	2,045.85
B-b	1.85	697.81	1	697.81
CONCORD:				
C-a	1.97	744.78	7	5,213.46
C-b	2.02	761.28	4	3,045.12
C-c	1.98	746.47	4	2,985.88
C-d	2.03	763.76	1	763.76
HAWTHORNE:				
H-a/c	2.60	983.25	6	5,899.50
H-b	2.64	997.42	6	5,984.52
ROXBURY:				
R-a	2.79	1,052.48	2	2,104.96
R-b	2.83	1,067.04	2	2,134.08
SALEM:				
S-c	2.79	1,051.71	2	2,103.42
S-d	2.82	1,064.06	2	2,128.12
TOTAL - PHASE I			44 UNITS	37,755.20 TOTAL SQ.FT.

EXHIBIT "D"

To Condominium Declaration for
COBBLESTONE CONDOMINIUM - PHASE I VOL 3 PAGE 422

FIELD NOTES FOR
REMAINDER OF
COBBLESTONE TRACT

BEING a tract of land situated in Collin County, Texas out of the Mary Catherine and Sally Owen Survey, Abstract No. 672 and being more particularly described as follows:

BEGINNING at a point which is the intersection of the North R.O.W. line of Park Boulevard (variable width R.O.W.) with the East R.O.W. line of Huntington Drive (50' R.O.W.);

THENCE N 00°00'04" E along the aforementioned East R.O.W. line of Huntington Drive a distance of 197.77 feet to the beginning of a curve to the left having a central angle of 15°00'00", a radius of 405.00 feet and a tangent length of 53.32 feet;

THENCE along said curve to the left an arc length of 106.03 feet to the end of said curve;

THENCE N 14°59'56" W along the said East R.O.W. line of Huntington Drive a distance of 92.68 feet to the intersection with the South R.O.W. line of Devonshire Drive (a 40' R.O.W.);

THENCE N 75°00'04" E along the said South line a distance of 196.52 feet to the beginning of a curve to the left having a central angle of 05°52'33", a radius of 800.00 feet and a tangent length of 41.06 feet;

THENCE along said curve to the left an arc length of 82.04 feet to a point for corner;

THENCE S 14°59'56" E a distance of 137.32 feet to the beginning of a curve to the left having a central angle of 165°00'00", a radius of 113.50 feet and a tangent length of 862.12 feet;

THENCE along said curve to the left an arc distance of 326.86 feet to the end of said curve;

THENCE N 00°00'04" E a distance of 32.92 feet to a point for corner;

THENCE S 89°59'56" E a distance of 97.23 feet to a point for corner;

THENCE N 00°00'04" E a distance of 46.21 feet to a point for corner;

THENCE S 89°59'56" E a distance of 122.00 feet to a point for corner;

THENCE S 00°03'37" W a distance of 63.00 feet to a point for corner;

THENCE S 89°56'23" E a distance of 102.50 feet to the beginning of a curve to the left having a central angle of 90°00'00", a radius of 40.00 feet, a tangent length of 40.00 feet; and a radial bearing of S 00°03'37" W;

THENCE along said curve to the left in a Southwesterly direction, an arc length of 62.83 feet to the end of said curve;

THENCE S 00°03'37" W a distance of 343.46 feet to a point for corner located on the North R.O.W. line of Park Boulevard;

THENCE N 89°41'23" W along the said North R.O.W. line of Park Boulevard a distance of 494.12 feet to an angle point;

THENCE S 89°57'03" W remaining along the said North R.O.W. line a distance of 275.88 feet to the POINT OF BEGINNING and containing 6.79 acres of land, more or less.

VOL 3 PAGE 423

BY-LAWS
OF
PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

Collin County, Texas

VOL 3 PAGE 424

TABLE OF CONTENTS
FOR BY-LAWS OF
PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

	<u>Page</u>
ARTICLE I - NAME	
Paragraph 1.1 - NAME	1
ARTICLE II - PURPOSE AND PARTIES	
Paragraph 2.1 - PURPOSE	1
Paragraph 2.2 - PARTIES	1
ARTICLE III - ADMINISTRATION	
Paragraph 3.1 - MEMBERSHIP	1
Paragraph 3.2 - ASSOCIATION RESPONSIBILITIES	1
Paragraph 3.3 - VOTING	1
Paragraph 3.4 - MAJORITY OF UNIT OWNERS	1
Paragraph 3.5 - QUORUM	1
Paragraph 3.6 - PROXIES	2
Paragraph 3.7 - PLACE OF MEETINGS	2
Paragraph 3.8 - ORGANIZATIONAL MEETING	2
Paragraph 3.9 - ANNUAL MEETINGS	2
Paragraph 3.10 - SPECIAL MEETINGS	2
Paragraph 3.11 - NOTICE OF MEETINGS	2
Paragraph 3.12 - ORDER OF BUSINESS	2
Paragraph 3.13 - CONDUCT OF MEETINGS	2
Paragraph 3.14 - INELEGIBILITY	3
ARTICLE IV - BOARD OF DIRECTORS	
Paragraph 4.1 - NUMBER AND QUALIFICATIONS	3
Paragraph 4.2 - POWERS AND DUTIES	3
Paragraph 4.3 - NO WAIVER OF RIGHTS	4
Paragraph 4.4 - ELECTION AND TERM OF OFFICE	4
Paragraph 4.5 - VACANCIES	5
Paragraph 4.6 - REMOVAL OF DIRECTORS	5
Paragraph 4.7 - ORGANIZATIONAL MEETINGS OF THE BOARD	5
Paragraph 4.8 - REGULAR MEETINGS OF THE BOARD	5
Paragraph 4.9 - SPECIAL MEETINGS OF THE BOARD	5
Paragraph 4.10 - ACTION WITHOUT MEETING	5
Paragraph 4.11 - WAIVER OF NOTICE	5
Paragraph 4.12 - BOARD OF DIRECTORS' QUORUM	5
Paragraph 4.13 - FIDELITY BONDS	5
Paragraph 4.14 - COMPENSATION	5
ARTICLE V - OFFICERS	
Paragraph 5.1 - DESIGNATION	6
Paragraph 5.2 - ELECTION OF OFFICERS	6
Paragraph 5.3 - REMOVAL OF OFFICERS	6
Paragraph 5.4 - PRESIDENT	6
Paragraph 5.5 - VICE-PRESIDENT	6
Paragraph 5.6 - SECRETARY	6
Paragraph 5.7 - TREASURER	6
ARTICLE VI - INDEMNIFICATION	
Paragraph 6.1 - INDEMNIFICATION	6
ARTICLE VII - COMMITTEES	
Paragraph 7.1 - DESIGNATION	7
Paragraph 7.2 - EXECUTIVE COMMITTEE	7
Paragraph 7.3 - NOMINATING COMMITTEE	7
Paragraph 7.4 - ARCHITECTURAL CONTROL COMMITTEE	7
Paragraph 7.5 - OTHER COMMITTEES	7
Paragraph 7.6 - VACANCIES	7
ARTICLE VIII - OBLIGATIONS OF THE OWNERS	
Paragraph 8.1 - NOTICE OF SALE	7
Paragraph 8.2 - PROOF OF OWNERSHIP	7
Paragraph 8.3 - REGISTRATION OF MAILING ADDRESS	8
Paragraph 8.4 - REGISTRATION OF MORTGAGEES	8
Paragraph 8.5 - ASSESSMENTS	8
Paragraph 8.6 - COMPLIANCE	8
Paragraph 8.7 - USE OF COMMON ELEMENTS	8
Paragraph 8.8 - POWER OF ATTORNEY	8
Paragraph 8.9 - VENDOR'S LIEN	8
Paragraph 8.10 - NOTICE OF LIEN OR SUIT	8

ARTICLE IX - ABATEMENT AND ENJOINMENT OF VIOLATION BY OWNERS	
Paragraph 9.1 - ABATEMENT AND ENJOINMENT	8
ARTICLE X - NON-PROFIT ASSOCIATION	
Paragraph 10.1 - NON-PROFIT PURPOSE	9
ARTICLE XI - EXECUTION OF INSTRUMENTS	
Paragraph 11.1 - AUTHORIZED AGENTS	9
ARTICLE XII - PROXY TO TRUST	
Paragraph 12.1 - PROXY TO TRUST	9
ARTICLE XIII - AMENDMENTS TO BY-LAWS	
Paragraph 13.1 - AMENDMENTS TO BY-LAWS	9
Paragraph 13.2 - AMENDMENT BY DECLARANT	10
Paragraph 13.3 - TO BE EFFECTIVE	10
ARTICLE XIV - COMPLIANCE	
Paragraph 14.1 - LEGAL REQUIREMENTS	10
CERTIFICATE	10

BY-LAWS
OF
PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

VOL 3 PAGE 426

ARTICLE I

NAME

1.1 NAME. The name of the organization shall be PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC., hereinafter called "Association."

ARTICLE II

PURPOSE AND PARTIES

2.1 PURPOSE. The purpose for which this non-profit Association is formed is to govern the condominium project known as COBBLESTONE CONDOMINIUM, situated in the County of Collin, State of Texas, which property is described in the Condominium Declaration, which by this reference is made a part hereof, and which Property has been submitted to a Regime according to the provisions of the Condominium Act of the State of Texas. All definitions contained in said Declaration shall apply hereto and are hereby incorporated by reference.

2.2 PARTIES. All present or future Owners and Occupants of any Unit, or all other persons who might use the facilities of the Project in any manner, are subject to the provisions and regulations set forth in these By-Laws. The mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit, will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III

ADMINISTRATION

3.1 MEMBERSHIP. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC., during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.2 ASSOCIATION RESPONSIBILITIES. The Owners of the Units will constitute the Association which will have the responsibility of administering the Condominium Project through a Board of Directors, hereafter referred to as the "Board."

3.3 VOTING. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The maximum number of votes that can be cast by the Unit Owners is equal to the total number of Units in the Association, one (1) vote per Unit. The combined weighted votes calculated in accordance with Exhibit "C" of the Declaration shall equal one hundred percent (100%). There shall be no cumulative voting.

3.4 MAJORITY OF UNIT OWNERS. As used in these By-Laws, the term "majority of Unit Owners" shall mean Owners of Units with an aggregate ownership interest of at least fifty-one percent (51%) of the Common Elements.

3.5 QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum. In the event a quorum is not present, then the meeting called shall be adjourned. If a majority of those present, although not constituting a quorum, so elect, notice of a new meeting for the same purposes, to be held

within two (2) to four (4) weeks, shall be sent by mail to all Owners, at which meeting the number of Owners represented in person or by proxy, even though less than a majority of Unit Owners, shall be sufficient to constitute a quorum. An affirmative vote of a majority of Owners present, either in person or by proxy, shall be required to transact the business of the meeting.

3.6 PROXIES. Votes may be cast in person or by written proxy. Proxies shall be duly executed in writing, shall be valid only for the particular meeting or purpose designated therein, and must be filed with the Secretary of the Association before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such Unit.

3.7 PLACE OF MEETINGS. Meetings of the Association shall be held at the principal office of the Association or at such suitable place as is convenient to the Owners, as the Board may determine.

3.8 ORGANIZATIONAL MEETING. Within sixty (60) days of the end of the Declarant Control Period, or sooner at the Declarant's option, the Declarant shall convene a special meeting of the members of the Association for the purpose of electing a Board of Directors, by ballot of Owners, including the Declarant if the Declarant owns one or more Units. Prior to the organizational meeting, directors shall be designated by the Declarant. However, the Declarant will involve Unit Owners in the daily affairs of the Association at an earlier date in order to ensure an uninterrupted and workable transition.

3.9 ANNUAL MEETINGS. Subsequent to the organizational meeting, the annual meeting of the Association shall be held during the month of October of each year. At such meetings there shall be elected, by ballot of the Owners, Directors for any positions whose terms have expired in accordance with these By-Laws. The Owners may also transact such other business of the Association as may properly come before them.

3.10 SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board or upon a petition signed by Unit Owners of not less than thirty-five percent (35%) of the aggregate Common Element interest and having been presented to the Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of four-fifths (4/5) of the ownership interests present, either in person or by proxy. Any such meeting can be held after the organizational meeting, and shall be held within thirty (30) days after receipt by the President of such resolution or petition.

3.11 NOTICE OF MEETINGS. The Secretary of the Association shall mail notices of annual and special meetings to each Member of the Association, stating the purpose thereof as well as the time and place it is to be held. Such notice shall be sent by uncertified mail, postage prepaid, to each Owner of record, in accordance with Paragraph 12.1 of the Declaration. Notice of annual meetings shall be mailed at least twenty-one (21) but not more than thirty (30) days prior to such meeting. Notice of special meetings shall be mailed at least seven (7) but not more than thirty (30) days prior to such meeting.

3.12 ORDER OF BUSINESS. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call, certifying proxies, proof of quorum;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

3.13 CONDUCT OF MEETINGS. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of

all meetings of the Association when not in conflict with the Condominium Act or these condominium documents. All votes shall be tallied by tellers appointed by the President or other officer presiding over the meeting.

3.14 INELEGIBILITY. No Unit Owner may vote at any meeting of the Association or be elected to or serve on the Board of Directors if his financial account with the Association is in arrears and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

ARTICLE IV

BOARD OF DIRECTORS

4.1 NUMBER AND QUALIFICATION. Prior to the organizational meeting of the Association, the affairs of this Association shall be governed by a Board of Directors consisting of the three (3) persons delineated in the Articles of Incorporation of the Association. At such first meeting, there shall be elected any five (5) Members of the Association to the Board of Directors who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.

4.2 POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential condominium project. The Board may do all such acts and things except which, as by law or these By-Laws or by the Declaration, may not be delegated to the Board. The Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act or the condominium documents. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board shall on behalf of the Association:

- (a) Administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration;
- (b) Establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Project, with the right to amend same from time to time. A copy of such Rules and Regulations shall be delivered or mailed to each Owner promptly upon the adoption thereof;
- (c) Keep in good order, condition and repair all of the General and Limited Common Elements and all items of common personal property used by the Owners in the enjoyment of the Project;
- (d) Insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Declaration. To insure and keep insured all of the common fixtures, equipment and personal property for the benefit of the Owners and their First Mortgagees. To obtain and maintain comprehensive liability insurance covering the entire premises, as provided in the Declaration. Further, to obtain and maintain any other insurance required by Article VII of the Declaration;
- (e) Prepare and adopt an annual budget, in which there shall be expressed the assessments of each Unit Owner for the Common Expenses;
- (f) Make assessments against Unit Owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Unit Owners, and establish the period of the installment payment of the assessments for Common Expenses.
- (g) Adjust, decrease or increase the amount of the annual assessment, payable monthly;
- (h) Levy and collect individual and deficiency assessments whenever, in the opinion of the Board, such assessments are warranted;

- (i) Levy and collect special assessments that have been approved by a majority of the Owners;
- (j) Collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner who may be in default as is provided in the Declaration and these By-Laws. To provide for and enforce a per diem late charge and to collect interest;
- (k) Protect and defend the entire Condominium Project from loss and damage by suit or otherwise;
- (l) Borrow funds in order to pay for any expenditure or outlay required pursuant to authority granted by the provisions of the Declaration and these By-Laws, and to execute all such instruments evidencing such indebtedness as the Board may deem necessary. Such indebtedness shall be the several obligation of all of the Owners in the same proportion as their Common Interests;
- (m) Enter into contracts within the scope of their duties and powers;
- (n) Establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board;
- (o) Make repairs, additions, alterations and improvements to the Common Elements consistent with managing the Project in a manner keeping with the character and quality of the neighborhood in which it is located, the best interests of the Owners, the Declaration and these By-Laws;
- (p) Keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements, and to permit examination thereof at any reasonable time by each of the Owners, and to cause a complete audit of the books and accounts by a disinterested certified public accountant, once each year. Such audited financial statements shall be available to Unit Owners and First Mortgagees, on request, within ninety (90) days following delivery of the audit to the Board;
- (q) Meet at least once each quarter;
- (r) Designate the personnel necessary for the maintenance and operation of the Common Elements;
- (s) Prepare and file annual tax returns with the federal government and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association;
- (t) Employ a managing agent who may be delegated and shall exercise some of the powers granted to the Board by the Declaration and these By-Laws as determined by the Board, except for the powers of attorney-in-fact set forth in the Declaration;
- (u) In general, to carry on the administration of this Association and to do all those things, necessary and reasonable, in order to carry out the communal aspect of condominium ownership.

4.3 NO WAIVER OF RIGHTS. The omission or failure of the Association or any Owner of a Unit to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Declaration, these By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board shall have the right to enforce the same thereafter.

4.4 ELECTION AND TERM OF OFFICE. The Board shall consist of five directorships, numbered one (1) through five (5). The even-numbered positions shall be elected in even-numbered years, the odd-numbered positions in odd-numbered years, each position serving two (2) years. At the organizational meeting of the Association, the five (5) directorships will be filled by election. Of the five (5) elected Directors, those receiving the highest number of votes will serve until the second annual meeting, and those

receiving the lowest number of votes will serve until the first annual meeting. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

4.5 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

4.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

4.7 ORGANIZATIONAL MEETING OF THE BOARD. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place and time as shall be fixed by the Board at the meeting in which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

4.8 REGULAR MEETINGS OF THE BOARD. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held each calendar quarter. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

4.9 SPECIAL MEETINGS OF THE BOARD. Special meetings of the Board may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days prior personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

4.10 ACTION WITHOUT MEETING. Any meeting of the Board may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, and provided further that any action required to be taken at any meeting of the Board, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board.

4.11 WAIVER OF NOTICE. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 BOARD OF DIRECTORS' QUORUM. At all meetings of the Board, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.13 FIDELITY BONDS. The Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense.

4.14 COMPENSATION. No member of the Board shall receive any compensation for acting as such.

ARTICLE V

OFFICERS

5.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors.

5.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

5.3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

5.4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of the PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

5.5 VICE-PRESIDENT. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

5.6 SECRETARY.

(a) The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses, as shown on the records, of the number of Members living in the Unit and the parking space assigned for use in connection with such Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

5.7 TREASURER. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositaries as may from time to time be designated by the Board. In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent within fifteen (15) days after the first day of each month.

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

6.1 INDEMNIFICATION. The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights

to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VI shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for COBBLESTONE CONDOMINIUM as a Member or Owner of a Condominium Unit covered thereby.

ARTICLE VII

COMMITTEES

7.1 DESIGNATION. The Board may, but shall not be required to, appoint an executive committee, and it may designate and appoint Members to standing and ad hoc committees.

7.2 EXECUTIVE COMMITTEE. The Executive Committee shall consist of at least three (3) persons who are Members and who shall be appointed by the Board from the Members of the Board. One Member shall be the President. The Executive Committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board. The Executive Committee may hold regular meetings, monthly or as it may in its discretion determine. Special meetings may be called at any time by the chairman of the Committee or by any of its Members, either personally or by mail, telephone or telegraph. A special meeting may be held by telephone.

7.3 NOMINATING COMMITTEE. Before each annual meeting, the Board may appoint a committee of three (3) Owners who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before thirty (30) days before the election. Owners may submit names of candidates other than those submitted by the Nominating Committee at least sixty (60) days prior to the election. Unless such names are submitted, either by the Nominating Committee or by the Owners, no person shall be elected whose name is not so submitted. If no nominations are made, however, the names of candidates shall be submitted by the Owners at the election.

7.4 ARCHITECTURAL CONTROL COMMITTEE. The Board may, but shall not be required, to appoint an Architectural Control Committee, in accordance with the provisions of the Declaration, consisting of not less than three (3) nor more than five (5) Members who shall serve concurrent one (1) year terms.

7.5 OTHER COMMITTEES. The Board shall appoint such other Committees as deemed appropriate in carrying out its purposes. No Committee may have fewer than three (3) Members.

7.6 VACANCIES. A vacancy in any Committee shall be filled by the President until the next meeting of the Board of Directors.

ARTICLE VIII

OBLIGATIONS OF THE OWNERS

8.1 NOTICE OF SALE. An Owner intending to make a sale of a Unit or any interest therein shall give written notice to the Board of such intention, together with (i) the name and address of the intended purchaser, (ii) the name, address and phone number of the title company or attorney designated to close such transaction, (iii) names and phone numbers of real estate agents, if any, representing seller or purchaser, and (iv) scheduled date of closing. An Owner shall furnish this information to the Board no less than ten (10) working days before the date of conveyance of the Unit or any interest therein.

8.2 PROOF OF OWNERSHIP. Except for those Owners who initially purchase a Condominium Unit from Declarant, any person, on becoming an Owner of a Condominium Unit, shall furnish to the Board evidence of ownership in the Condominium Unit, which copy shall remain in the files of the Association. A

Member shall not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of Members unless this requirement is first met. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the Unit or any interest therein.

8.3 REGISTRATION OF MAILING ADDRESS. The Owner or the several Owners of an individual Condominium Unit shall have one (1) and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a Condominium Owner or Owners shall be furnished to the Board within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the Condominium Unit or by such persons as are authorized by law to represent the interest of the Owner(s) thereof.

8.4 REGISTRATION OF MORTGAGEES. An Owner who mortgages his Unit shall furnish the Board with the name and address of his Mortgagee, such information to be maintained in a book entitled "Mortgagees of Condominium Units." The Association shall, at the request of a Mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit.

8.5 ASSESSMENTS. All Owners shall be obligated to pay assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit in and to the Common Elements. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

8.6 COMPLIANCE.

(a) Each Owner shall comply strictly with the provisions of the recorded Declaration, these By-Laws, Rules and Regulations, and amendments thereto.

(b) Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was established.

8.7 USE OF COMMON ELEMENTS. Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

8.8 POWER OF ATTORNEY. Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney In Fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as provided in Paragraph 8.1 of the Declaration.

8.9 VENDOR'S LIEN. The obligations of each Owner to pay assessments shall be secured by a Vendor's Lien retained in said Owner's Deed to his Unit, said Vendor's Lien being more particularly described in Paragraph 6.8 of the Declaration.

8.10 NOTICE OF LIEN OR SUIT. An Owner shall give notice to the Association of every lien or encumbrance upon his Condominium Unit, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to his Condominium Unit, and notice shall be given within five (5) days after the Owner has knowledge thereof.

ARTICLE IX

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

9.1 ABATEMENT AND ENJOINMENT. The violation of any Rule or Regulation, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in the Declaration, (i) to enter the Unit in which, or as to which,

such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors shall not be deemed guilty in any manner of trespass; and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or any damages therefor, provided that no item of construction may be removed without the consent of the Owner or by judicial decree; and (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE X

NON-PROFIT ASSOCIATION

10.1 NON-PROFIT PURPOSE. This Association is not organized for profit. No Unit Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, always (i) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association and (ii) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XI

EXECUTION OF INSTRUMENTS

11.1 AUTHORIZED AGENTS. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrance, including promissory notes, shall be the President and the Secretary of the Association.

ARTICLE XII

PROXY TO TRUST

12.1 PROXY TO TRUST. Owners shall have the right to irrevocably constitute and appoint the beneficiary of a Deed of Trust as their true and lawful attorney to vote their Unit membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominees any and all rights, privileges, and powers that they have as Owners under the By-Laws of this Association or by virtue of the recorded Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect, or refusal of the Association or the Owners to carry out their duties as set forth in the Declaration. Such proxy shall be valid until such time as a release of the beneficiary's deed of trust is executed and a copy thereof delivered to the Secretary of the Association, which shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners or to impose upon the beneficiary of the Deed of Trust the duties and obligations of an Owner.

ARTICLE XIII

AMENDMENTS TO BY-LAWS

13.1 AMENDMENTS TO BY-LAWS. These By-Laws may be amended in writing by the Association at a duly constituted meeting called for such purpose or in any regular meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment. No amendment shall be effective unless approved by Owners representing at least fifty-one percent (51%) of the Common Element interest, except for those amendments provided for in Article XI of the Declaration which shall require the approval of Owners and Mortgagees as provided therein. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall prevail.

13.2 AMENDMENT BY DECLARANT. Until relinquishment of Declarant Control of the Association, these By-Laws may be unilaterally amended by the Declarant, pursuant to Paragraph 10.6a of the Declaration.

13.3 TO BE EFFECTIVE. To be effective, each amendment to the By-Laws must be in writing, signed and acknowledged by the Board, indicating the required approval of such Owners or Mortgagees. Any such instrument shall be duly recorded in the Condominium Records of Collin County, Texas.

ARTICLE XIV

COMPLIANCE

14.1 LEGAL REQUIREMENTS. These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation, as adopted by the initial Board of Directors at its organization meeting on the 11th day of March, A.D., 1983.

of March, A.D., 1983.

~~SECRET~~

RULES AND REGULATIONS VOL 3 PAGE 436
FOR PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

1. VEHICLE RESTRICTIONS

(a) No vehicle shall be parked, stored or kept on the Property, except wholly within designated parking spaces. No vehicle shall be parked in such a manner as to impede ready access to any entrance to or exit from the Property.

(b) No trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pickup truck), inoperable automobile, boat or other vehicle deemed to be a nuisance by the Board shall be permitted to remain upon any area within the Property, other than temporarily (for purposes of loading and unloading passengers and personal property), unless in an area specifically designated for such purposes by the Board. "Commercial vehicles" shall not include automobiles or standard size pickup trucks which are used both for business and personal use, provided that any signs or marking of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board.

(c) Motorcycles, mopeds, or other similar vehicles shall not be operated within the Property except for the purpose of direct transportation between a parking space and a point outside the Property.

(d) No noisy or smoky vehicles shall be operated on the Property. No major repairs or restorations of any motorized vehicle shall be conducted upon any portion of the Property. No washing, repairing or lubricating of vehicles shall occur in parking areas.

(e) Parking spaces shall be used for parking purposes only.

2. SIGNS

No sign of any kind shall be displayed to the public view on or from any Unit or Common Elements without prior written permission of the Board.

3. OBSTRUCTIONS ON COMMON ELEMENTS

(a) Any sidewalk, driveway, entrance, stairwell, or passageway which is a Common Element shall not be obstructed or used for any other purpose than ingress to and egress from the Units. Nor shall it be used as an area in which to play, gather or loiter.

(b) No article shall be placed on or in any of the Common Elements which are for the benefit of more than one (1) Unit, except those articles of personal property which are the common property of all of the Unit Owners.

4. ANIMALS AND PETS

(a) No animals of any kind shall be kept in any Unit, or in or upon the Common Elements, except that household pets, as defined by these Rules and Regulations, may be kept in Units, subject to these Rules and Regulations.

(b) A household pet shall mean a dog not exceeding thirty (30) pounds in weight at maturity, a household cat, a small caged bird or aquarium fish. One such dog or cat may be maintained in each Unit. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Board.

(c) No animal may be kept, bred or maintained for any commercial purposes. No savage or dangerous animals shall be kept.

(d) Animals must be kept within the confines of the respective Unit. No animal is permitted outside of a Unit unless on a leash and accompanied by an Occupant or his agent. No animals are allowed in or about the swimming pool premises, other than coming to or going from a Unit adjacent to same.

(e) No animal may be kept on any part of the Property which either results in an annoyance to, or is obnoxious to residents in the vicinity, as determined by the Board. Consideration of the other residents is a prime factor in the keeping, exercising and curbing of household pets.

(f) Each Owner shall assume full responsibility for personal injuries or property damage caused by his animals, or the animals of his tenants or guests. Each Owner indemnifies the Association and holds it harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of having an animal in or upon any area of the Property. All responsibility for animals of tenants and visitors shall rest with the Owner of the Unit being leased or visited.

(g) If an animal becomes obnoxious to other Occupants, the Owner or person having control of the animal, shall be given written notice by the Board to correct the problem. If not corrected, the Owner, upon written notice, shall be required to remove the animal.

(h) To prevent pollution of the Property, animal owners are to provide for the cleaning up of their pet's pollution.

5. RIGHT TO LEASE

The respective Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as any period less than thirty (30) days, nor shall less than an entire Unit be rented or leased. Subject to the following restrictions, the Owners of the respective Units shall have the absolute right to lease the Units, provided:

(a) Any lease must be in writing. The Board may suggest or require a standard form lease for use by Unit Owners. The Board may also require that a copy of any executed lease be promptly delivered to the Association;

(b) Any lease must be made subject to the liens for Common Expenses, easements, the Declaration, By-Laws, and Rules and Regulations adopted by the Board;

(c) Any lease must require the lessee to comply with the Association's use regulations;

(d) Any lease must provide that the lessee's failure to comply constitutes a default under the lease;

(e) The foregoing provisions of this paragraph, except the restriction against use for hotel or transient purposes, shall not apply to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

6. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time, temporarily or permanently, without prior written consent of the Board.

7. STORAGE

Nothing shall be stored in or upon the Common Elements without prior written consent of the Board, except in storage areas designated by the Board.

8. GARBAGE AND REFUSE DISPOSAL

No rubbish, trash, garbage or other waste disposal shall be kept in any Unit or the Common Element, except in sanitary containers. No odor shall be permitted to arise therefrom so as to render any portion of the Property unsanitary, offensive or detrimental to any Occupants.

9. NUISANCES

No noxious, illegal or offensive activity shall be carried on in any Unit or in any part of the Common Element, nor shall anything be done thereon which may be or may become an annoyance or nuisance to, or which may in any way interfere with, the quiet enjoyment of each of the Occupants of their respective Units. Additionally:

- (a) No loud noises or noxious odors shall be permitted on the property, and the Board shall have the right to determine if any such noise, odor or activity constitutes a nuisance;
- (b) No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy vehicles, power tools and equipment, or other items which may unreasonably interfere with television or radio reception in any Unit shall be used on any portion of the Property without the prior written approval of the Board;
- (c) Nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner or Occupant shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance on any Unit or Common Element, or which will be in violation of any law.
- (d) There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created.
- (e) No power equipment, work shops, or car maintenance of any nature whatsoever shall be permitted on the Property except with prior written approval of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard or interference with radio or television reception.

10. PROPERTY APPEARANCE

- (a) No clothing, rugs or household fabrics shall be hung, dried or aired in such a way as to be visible from other Units or to the public.
- (b) All draperies or drapery linings or shutters, blinds or shades visible from the exterior of any Unit shall be white in color.
- (c) The harmonious appearance of the Property depends on the tasteful treatment of all windows and glass doors visible to the public or other Units. Window treatments must be kept in good repair. Placement of objects (decorative or functional) in windows is to be done in a manner that does not detract from the Property's overall appearance. In all instances, the Architectural Committee is the arbitrator of tasteful window treatments.
- (d) No Owner shall modify or alter in any way the structure or appearance of any patio or balcony area. All patios and balconies shall be kept in clean and neat condition, free of debris and refuse. Patios and balconies shall not be used for storage purposes nor shall any Owner fence in, wire in or in any other way enclose any such area. If an Owner allows the patio or balcony appurtenant to his Unit to become cluttered or unsightly in any manner, he shall be given notice of such fact by the Board, and shall be required to correct such condition within five (5) days of the date of notice, and if he fails to do so, then the Board may correct such discrepancy (including the removal of any unsightly items) and/or repair or refurbish the patio or balcony at the Owner's expense.
- (e) No wiring for electrical or telephone installation or for any other purpose shall be installed, nor shall any heating or air conditioning units be installed in the Unit, or the exterior of the

structures, or be installed in such a manner that they protrude through the walls or the roof of any Building or are otherwise visible from the ground, except as may be expressly authorized in writing by the Board.

11. RADIO AND TELEVISION ANTENNAS

No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted, and no Owner or Occupant shall be permitted to construct, use or operate his own external radio, television, or other electronic antenna without the prior written consent of the Board. No Citizen Band transmitter or other transmission device shall be operated on the Property without the prior written consent of the Board.

12. OCCUPANCY QUOTAS

The number of individuals permanently occupying a Unit shall not exceed two (2) persons per bedroom. For example, four (4) individuals may occupy any two (2) bedroom Unit, two (2) individuals may occupy any one (1) bedroom Unit. For purposes of this paragraph, "permanent occupancy" shall be defined as any occupancy in excess of thirty (30) days not separated by intervals of at least six (6) months.

13. CARPETING

Sufficient carpeting, rugs or padding shall be maintained on the floor surfaces (except kitchens, bathrooms, foyers and utility closets) in Units located over other Units to adequately reduce transmission of sound between Units. "Adequately" shall be determined by the minimum sound transmission coefficient (STC) required by the City's building code for the Property at time of construction, and it shall be assumed that all original installations or replacements thereof are in compliance.

14. UTILITIES AND PLUMBING

(a) Each Occupant shall use due care to avoid waste of utilities paid for as a Common Expense, including but not limited to waste of water. The Board may increase the utility charge to a specific Owner as reasonably required to cover such increased expense if such Owner, or his tenants or invitees, fails to heed written warning of such waste.

(b) The commodes and other water apparatus shall not be used for any purpose other than for which they are constructed, and no sweeping, rubbish, rags, paper, ashes or other substances shall be thrown therein. Any damage resulting from misuse of any nature or character whatever shall be paid by the Owner, or his tenants or invitees, causing it. Every Owner shall be responsible for all damages to Units caused by over-flow from drains or plumbing due to neglect of persons using the Unit.

15. NOISE

Owners and Occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb Occupants of other Units. As a courtesy, Occupants are asked to refrain from operating dishwashers, disposers, laundry equipment, and vacuums between the hours of 10:00 p.m. and 7:00 a.m., if the operation of such equipment disturbs the Occupant of an adjoining Unit.

16. USE BY DECLARANT

Nothing in these Rules and Regulations shall be construed to prohibit the Declarant from using any Unit owned by the Declarant for promotional, marketing or display purposes or from using any appropriate portion of the Common Elements for marketing or customer service purposes.

17. THE FOREGOING REGULATIONS ARE SUBJECT TO AMENDMENT AND TO THE PROMULGATION OF FURTHER REGULATIONS. PERMISSION FOR VARIANCES FROM THESE REGULATIONS MUST BE OBTAINED IN WRITING FROM THE BOARD.

VOL 3 PAGE 441
RECREATION AREA RULES AND REGULATIONS
FOR
PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

1. SWIMMING POOL RULES.

- (a) The swimming pool is for the exclusive use of Occupants and their guests when accompanied by such Occupant. Occupants should not invite friends to "stop by any time" and use the pool. Occupants who babysit children from outside the Cobblestone Associations are asked to not bring those children to the pool.
- (b) Gates to the pool area must be closed at all times.
- (c) Pets of any kind are not permitted in the pool area at any time or under any circumstances.
- (d) Glass containers, such as beer and soft drink bottles, are not permitted in the pool area at any time.
- (e) All pool users must leave the pool area in a tidy condition, i.e., dispose of all trash and drink containers, remove all personal belongings, etcetera.
- (f) Lifesaving equipment should be used for lifesaving purposes only, and not for sporting purposes.
- (g) Decorum of all pool users will be such as to not be obnoxious to other users. Rough-housing, running, spitting, obscene language and undue splashing are not allowed in the pool area.
- (h) Adults swim unattended at their sole risk. Children swim unattended at the sole risk of their parent or host. Children unable to swim, regardless of age, must be accompanied by an adult and should wear flotation devices. The Associations, and their members, are relieved of all liability.
- (i) Pool hours to be observed by all users are: 8:00 a.m. to 10:00 p.m. Sunday through Thursday, and 8:00 a.m. to 12 midnight Friday and Saturday.
- (j) Pool users are to be properly attired in swimming suits, rather than shorts, jeans, etcetera. Excess oils or lotions should be removed before entering the water. Hair pins should be removed before entering the water. Swimming caps or hair ties are required for anyone with longer than shoulder-length hair.
- (k) The use of pool play equipment (rings, balls, mattresses) should not interfere with others' use and enjoyment of the pool.
- (l) The throwing of foreign matter, debris or furniture into the pool is not permitted at any time.
- (m) The property manager or any Occupant has the authority to request the departure of any person for good reason such as improper swimming attire, dangerous behavior, excessive noise.
- (n) The Board of Directors has the authority to close the pool at any time because of weather conditions, safety reasons, rowdy behavior, maintenance, etcetera.
- (o) At all time, use of the pool should be governed by reasonable safety precautions, common sense and consideration of others. If unauthorized use of the pool becomes a problem, the Board of Directors may consider special use hours, an ID tag system, and keyed locks to pool gates.

2. CLUBHOUSE RULES.

VOL 3 PAGE 442

- (a) The clubhouse is for the exclusive use of Cobblestone Owners and Occupants on a reservation basis.
- (b) Events scheduled Sunday through Thursday should end no later than Midnight. Friday and Saturday use should end no later than 2:00 a.m.
- (c) Clubhouse reservations are handled on a "first come - first serve" basis through the property manager.
- (d) Any reservation must be accompanied by a \$200.00 Security Deposit and a \$25.00 non-refundable Cleaning Fee, made payable to the Association, and placed with the property manager.
- (e) The \$200.00 Security Deposit will be refunded if there has been no damage to the clubhouse after its use (normal wear and tear excluded). Should damage occur during clubhouse use, the Security Deposit will be used to offset repair costs. If damage exceeds the \$200.00 Security Deposit, the excess monies required for repair of the damage will be billed to the Owner or Occupant responsible for use of the clubhouse at the time the damage occurred. Failure to pay the additional monies will result in an individual assessment against the Unit Owner.
- (f) The \$25.00 Cleaning Fee covers normal professional cleaning. However, users are responsible for removing trash and decorations and tidying the clubhouse after its use.
- (g) Reservation of the clubhouse does not entitle users to exclusive use of the pool area. The pool area may not be reserved for private use.
- (h) The Board of Directors may authorize use of the clubhouse for Association activities such as board meetings, committee meetings, annual and special meetings, and social events.
- (i) The Board of Directors has the authority to deny use of the clubhouse at any time because of improper use, maintenance, etcetera. If misuse of the clubhouse becomes a problem, the Board of Directors may consider additional fees and deposits, and more narrowly defined uses and hours.

FILED FOR RECORD 10th DAY OF March A.D. 1983, at 10:00 M.
RECORDED 10th DAY OF March A.D. 1983.
HELEN STARNES, COUNTY CLERK, COLLIN COUNTY, TEXAS.
BY: Barbara Spence DEPUTY.

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~~Seminary School~~

Nurse's Certificate

RAYMOND E. (PUTT) PATE, Representative
Home Address
816 E. Main St. Gainesville, Texas
Phone 665-0681

26240

Nurses Certif

The State of Texas
 County of Collin Be it known allment by these
 premises that we R. D. Watson and his wife
 Anna E. Watson of said County first party
 for and my consideration of the sum of One
 hundred and fifty dollars paid cash in hand
 by R. D. Watson of said County second party
 which he is hereby acknowledged and the further
 sum of forty four Dollars for which said
 second party has executed his note to said
 R. D. Watson bearing record with these pre-
 ceds to become due January 1st 1876 with
 interest for you dalt at two per cent per
 month have granted, bargained sold and
 conveyed unto said first party the following
 described tract of land to wit situated in
 Collin County Texas being a part of a survey
 in the name of H. M. Morris at the top of a hill
 H. M. from the town of Murchison and passing
 at a post in the Wash Creek of said Survey
 178 ft. of the H. M. corner of a tract of
 land conveyed by A. E. Tucker and wife
 to Anna E. Lloyd whence thence went 300 ft.
 & 10 ft. west thence down 22 ft. & 367 ft.
 to a post from which the H. M. corner of
 the aforesaid tract conveyed to Anna E. Lloyd
 sign. 177 ft. 8 inches whence
 178 ft. 3 in. 100 feet to the place of beginning
 together with all and singular the rights
 neophytes hereditaments and appurtenances
 to the same belonging or in anywise incident
 or appertaining to have and to hold the
 above mentioned premises unto him the
 said second party his heirs and assigns
 forever and we the said first party
 do hereby bind ourselves our heirs and
 legal representatives to warrant and forever
 defend the title to the above mentioned premises
 this unto the said second party his heirs
 and assigns against the claims of any
 whomsoever lawfully claiming
 the same or any part thereof.

At witness our hands this first day
 of May 1873

R. D. Watson
 A. E. Watson

The State of Texas
 Collin County Before me the 10th
 of March of Justice of the Peace and
 Officer William Public for said County
 personally came R. D. Watson to me

and to me acknowledged that he presented the foregoing instrument of writing dated first day of May A.D. 1876 and that he signed, sealed and delivered the same for the purposes aforesaid and conserving
 wherein stated also personally came A. C. Watson wife of said R. J. Watson parties to the foregoing deed instrument of writing dated the
 first day of May A.D. 1876 and year aforesaid who having been
 examined by me privately and apart from
 her said husband and the said witness
 much having been fully explained to her
 acknowledged the same to be her act and
 deed and that she willingly signed sealed
 and delivered the same for the purposes
 aforesaid and conserving herein stated and
 that she wishes not to repudiate

On testimony whereof I hereunto sign
 my name and affix my notaries seal
 this 19th day of May A.D. 1876.

M. R. of Wm. E.

Paul B. officio Notary Public

Recd for Recd March 19th 1877.

J. W. Beige Clerk
 Pay to Peter Watson etc

The State of Texas
 County of Collin know all men by these
 presents that I, Walter Skell of said State
 and County for and in consideration
 of the sum of \$300⁰⁰ three hundred
 and three dollars and seventy two cents
 to me and paid by B. F. Parker of said
 State and County the receipt whereof is here
 by acknowledged have this day being paid
 sealed and delivered and by these presents
 do hereby and do hereby acknowledge
 my and the half interest in shop & wate
 less, the entire one half interest in the
 shop, the blacksmith & wood wate and the
 shop building. The condition of this deed is
 such that whereas I the said Walter Skell
 have this day executed my farming note
 to the sum of \$300⁰⁰ bearing every date
 unto the presents for the sum of \$300⁰⁰
 three hundred & three dollars & seventy two
 cents due on or before the 15th of September
 A.D. 1877 now bind the said Walter Skell
 and his heirs, pay said farming note at

19410

State of Texas

County of Collin

KNOW ALL MEN BY THESE PRESENTS:

That C. (initial only) V. Burges of Collin County, Texas,
and _____ of _____ County, Texas,
and _____ of _____ County, Texas,
and _____ of _____ County, Texas,
is the name of the individual conducting a business in Collin County,
Texas, under the name of HEREFORD HOUSE.

Address Main & Hwy 289, P.O. Box 169, Frisco, Texas 75034
which is an assumed name and that the true or real full name.....of the individual.....or person.....
conducting said business and the.....Post Office address..... is as follows:

True or Real Full Name.	Post Office Address.
C. (i.o.) V. Burges	Box 189, Friaco, Texas 75034

This certificate is made in compliance with the provisions of Chapter 428 Page 984 Acts 1961 57th Legislature, Regular Session, requiring said certificate to be made by those persons conducting a business under **AN ASSUMED NAME**.

Witness my hand at Frisco, Texas in said County,
the 29th day of September 1975

C. V. Burgess
C. V. Burgess

19410

State of Texas

County of Collin

KNOW ALL MEN BY THESE PRESENTS:

That... C. (initial only) V. Burges.....of... Collin.....County, Texas,
 and.....of.....County, Texas,
 and.....of.....County, Texas,
 and.....of.....County, Texas,
 is the name... of the individual... conducting a business in.....Collin.....County,
 Texas, under the name of.....HEREFORD HOUSE.....
 Address... Main & Hwy. 289, P.O. Box 189, Frisco, Texas 75034.....
 which is an assumed name and that the true or real full name.....of the individual.....or person.....
 conducting said business and the.....Post Office address..... is as follows:

True or Real Full Name.	Post Office Address.
C. (i.o.) V. Burges	Box 189, Frisco, Texas 75034
.....
.....
.....
.....

This certificate is made in compliance with the provisions of Chapter 428 Page 984 Acts 1961 57th Legislature, Regular Session, requiring said certificate to be made by those persons conducting a business under AN ASSUMED NAME.

Witness.... my.....hand.... at..... Frisco, Texas..... in said County,
 the..... 29th..... day of..... September..... 1975.....

C. V. Burges
 C. V. Burges

THE STATE OF TEXAS

County of Collin

Before me, Barry L. Elliott

in and for said County and State,
on this day personally appeared C. V. Burges



known to me to be the person.....whose name is.....subscribed
to the foregoing certificate, and acknowledged to me that.....he.....executed the same for the purposes
and consideration therein expressed.

Given under my hand and seal of office, this 29th day of September A. D. 1975.

Barry L. Elliott
Notary Public in and for
Collin County, Texas

No. _____

Re

11/15/SEP 30 AM 9:21

NOTARY
COLLIN COUNTY, TEXAS

Assumed Name Certificate

Name C. V. Burges

Address Box 189, Frisco, Texas

Filed the day of 19.....
at o'clock M, and entered
alphabetically in the Records of this County
the day of 19.....
at o'clock M

County Clerk County, Texas.

By Deputy.

THE STATE OF TEXAS

County of Collin

Before me, Barry L. Elliott

in and for said County and State,
on this day personally appeared C. V. Burges

known to me to be the person whose name is subscribed

to the foregoing certificate, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 29th day of September, A. D. 1975.

Notary Public in and for
Collin County, Texas



Assumed Name Certificate

Name C. V. Burges

Address Box 189, Frisco, Texas

Filed the day of 19

at o'clock M, and entered
alphabetically in the Records of this County
the day of 19

at o'clock M

County Clerk County, Texas

By Deputy

No _____

11/30/95 9:21 AM

11/30/95 9:21 AM
COLLIN COUNTY, TEXAS
JURAT

FIRST AMENDMENT TO CONDOMINIUM DECLARATION

FOR

COBBLESTONE CONDOMINIUM

13056

VOL

3 PAGE 443

STATE OF TEXAS \$
COUNTY OF COLLIN \$

KNOW ALL MEN BY THESE PRESENTS

WHEREAS T.Y. Stone Companies, Inc., a Texas corporation, hereinafter called "Declarant", executed that certain Condominium Declaration for Cobblestone Condominium, hereinafter called "Declaration", which Declaration was filed March 16, 1983, in Volume 3, Page 383, of the Condominium Records of Collin County, Texas; and

WHEREAS, through error, the Declaration contained two (2) Exhibits with differing percentages of ownership interest, being the final sheet of Exhibit "B" and Exhibit "C"; and

WHEREAS, it is the desire of Declarant, being the owner of 100% of the Units at this time, to correct said error, to have the Declaration properly reflect the percentages of interest for the Units in Cobblestone Condominium;

NOW, THEREFORE, Declarant, in consideration of the premises, hereby amends the Declaration to delete the final sheet of Exhibit "B", BUILDING TABULATIONS, and have Exhibit "C", a copy of which is attached hereto, reflect the correct percentages of interest.

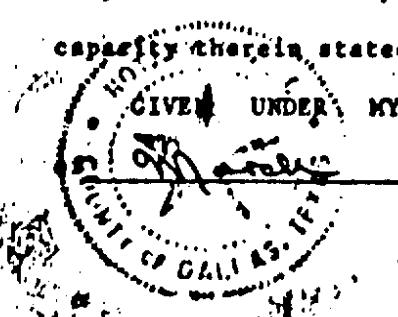
IN WITNESS WHEREOF, the Declarant has caused this Amendment to be signed this 24th day of March, 1983.

T.Y. STONE COMPANIES, INC.

By: T.Y. Stone, Inc.

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 Tonyay Stone, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.



Raven M. DeLoach
Notary Public in and for The State of Texas
My Commission Expires: 10-10-04

EXHIBIT "C"

VOL. 3 PAGE 444

COBBLESTONE CONDOMINIUMS

PHASE I

Percentage of Undivided Shares in the Common Elements,
 Votes and Common Expense Shares Appurtenant to Each Unit.

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3100 Devonshire	101	A	1	H-c	2.60
"	102	A	1	H-b	2.64
"	103	A	1	H-b	2.64
"	104	A	1	H-c	2.60
"	105	B	1	S-c	2.79
"	205	B	2	S-d	2.82
"	106	B	1	H-a	2.60
"	206	B	2	H-b	2.64
"	107	B	1	H-a	2.60
"	207	B	2	H-b	2.64
"	108	B	1	S-c	2.79
"	208	B	2	S-d	2.82
"	109	C	1	R-a	2.79
"	209	C	2	R-b	2.83
"	110	C	1	H-a	2.60
"	210	C	2	H-b	2.64
"	111	C	1	H-a	2.60
"	211	C	2	H-b	2.64
"	112	C	1	R-a	2.79
"	212	C	2	R-b	2.83

3110 Devonshire	113	D	1	A ..	1.75
"	213	D	2	A ..	1.75
"	114	D	1	C-c ..	1.98
"	214	D	2	C-c ..	1.98
"	115	D	1	B-a ..	1.81
"	215	D	2	B-a ..	1.81
"	116	D	1	B-a ..	1.81
"	216	D	2	B-b ..	1.85
"	117	D	1	C-c ..	1.98
"	217	D	2	C-c ..	1.98
"	118	D	1	A ..	1.75
"	218	D	2	A ..	1.75
3120 Devonshire	119	E	1	C-b ..	2.02
"	219	E	2	C-b ..	2.02
"	120	E	1	C-a ..	1.97
"	220	E	2	C-d ..	2.03
"	121	E	1	C-a ..	1.97
"	221	E	2	C-a ..	1.97
"	122	E	1	C-a ..	1.97
"	222	E	2	C-a ..	1.97
"	123	E	1	C-a ..	1.97
"	223	E	2	C-a ..	1.97
"	124	E	1	C-b ..	2.02
"	224	E	2	C-b ..	2.02

100.00% TOTAL
PHASE I

PLAN TYPE	% OWNERSHIP PER UNIT	TYPICAL INTERIOR, SQ.FT.	NO. UNITS	SQ.FT. BY PLAN TYPE
ALCOTT - A	1.75	662.18	4	2,648.72
BEDFORD:				
B-a	1.81	681.95	3	2,045.85
B-b	1.85	697.81	1	697.81
CONCORD:				
C-a	1.97	744.78	7	5,213.46
C-b	2.02	761.28	4	3,045.12
C-c	1.98	746.47	4	2,985.88
C-d	2.03	763.76	1	763.76
HAWTHORNE:				
H-a/c	2.60	983.25	6	5,899.50
H-b	2.64	997.42	6	5,984.52
ROXBURY:				
R-a	2.79	1,052.48	2	2,104.96
R-b	2.83	1,067.04	2	2,134.08
SALEM:				
S-c	2.79	1,051.71	2	2,103.42
S-d	2.82	1,064.06	2	2,128.12
TOTAL - PHASE I			44 UNITS	37,755.20 TOTAL SQ.FT.

64522-104
FEDERAL
FEDERAL
FEDERAL

b23 11.3 30 11:10:23

REV. DR. J. C. H. MAYER COURTESY OF THE LIBRARY, CLAREMONT

Mr. Deputy

Peter S. and Otto
S. W. Fund

FIRST AMENDMENT TO CONDOMINIUM DECLARATION

FOR

COBBLESTONE CONDOMINIUM

13056

VOL

3 PAGE 443

STATE OF TEXAS \$
COUNTY OF COLLIN \$

KNOW ALL MEN BY THESE PRESENTS

WHEREAS T.F. Stone Companies, Inc., a Texas corporation, hereinafter called "Declarant", executed that certain Condominium Declaration for Cobblestone Condominium, hereinafter called "Declaration", which Declaration was filed March 16, 1983, in Volume 3, Page 383, of the Condominium Records of Collin County, Texas; and

WHEREAS, through error, the Declaration contained two (2) Exhibits with differing percentages of ownership interest, being the final sheet of Exhibit "B" and Exhibit "C"; and

WHEREAS, it is the desire of Declarant, being the owner of 100% of the Units at this time, to correct said error, to have the Declaration properly reflect the percentages of interest for the Units in Cobblestone Condominium;

NOW, THEREFORE, Declarant, in consideration of the premises, hereby amends the Declaration to delete the final sheet of Exhibit "B", BUILDING TABULATIONS, and have Exhibit "C", a copy of which is attached hereto, reflect the correct percentages of interest.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be signed this 24th day of March, 1983.

T.F. STONE COMPANIES, INC.

By: T.F. Stone, Inc.

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 Tony T. Stone, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 24th day of March, A.D., 1983.

Robert W. DeLoach
Notary Public in and for The State of Texas
My Commission Expires: 12-10-85

EXHIBIT "C"

VOL 3 PAGE 444

COBBLESTONE CONDOMINIUMS

PHASE I

Percentage of Undivided Shares in the Common Elements,
 Votes and Common Expense Shares Appurtenant to Each Unit.

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3100 Devonshire	101	A	1	H-c	2.60
"	102	A	1	H-b	2.64
"	103	A	1	H-b	2.64
"	104	A	1	H-c	2.60
"	105	B	1	S-c	2.79
"	205	B	2	S-d	2.82
"	106	B	1	H-a	2.60
"	206	B	2	H-b	2.64
"	107	B	1	H-a	2.60
"	207	B	2	H-b	2.64
"	108	B	1	S-c	2.79
"	208	B	2	S-d	2.82
"	109	C	1	R-a	2.79
"	209	C	2	R-b	2.83
"	110	C	1	H-a	2.60
"	210	C	2	H-b	2.64
"	111	C	1	H-a	2.60
"	211	C	2	H-b	2.64
"	112	C	1	R-a	2.79
"	212	C	2	R-b	2.83

Vol. 3 PAGE 445

3110 Devonshire	113	D	1	A	1.75
"	213	D	2	A	1.75
"	114	D	1	C-c	1.98
"	214	D	2	C-c	1.98
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"	215	D	2	B-a	1.81
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"	217	D	2	C-c	1.98
"	118	D	1	A	1.75
"	218	D	2	A	1.75
3120 Devonshire	119	E	1	C-b	2.02
"	219	E	2	C-b	2.02
"	120	E	1	C-a	1.97
"	220	E	2	C-d	2.03
"	121	E	1	C-a	1.97
"	221	E	2	C-a	1.97
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"	222	E	2	C-a	1.97
"	123	E	1	C-a	1.97
"	223	E	2	C-a	1.97
"	124	E	1	C-b	2.02
"	224	E	2	C-b	2.02

100.00% TOTAL
PHASE I

PLAN TYPE	% OWNERSHIP PER UNIT	TYPICAL INTERIOR SQ.FT.	NO. UNITS	SQ.FT. BY PLAN TYPE
ALCOTT - A	1.75	662.18	4	2,648.72
BEDFORD:				
B-a	1.81	681.95	3	2,045.85
B-b	1.85	697.81	1	697.81
CONCORD:				
C-a	1.97	744.78	7	5,213.46
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R-b	2.83	1,067.04	2	2,134.08
SALEM:				
S-c	2.79	1,051.71	2	2,103.42
S-d	2.82	1,064.06	2	2,128.12
TOTAL - PHASE I			44 UNITS	37,755.20 TOTAL SQ.FT.

FILED FOR RECORD, 30th DAY OF March A.D. 1983, at M.
RECORDED 31st DAY OF March A.D. 1983.
HELEN STARNES, COUNTY CLERK, COLLIN COUNTY, TEXAS.
BY: Barbara J. Grence DEPUTY.

19410

State of Texas

County of Collin

KNOW ALL MEN BY THESE PRESENTS:

That C. (initial only) V. Burges of Collin County, Texas,
and _____ of _____ County, Texas,
and _____ of _____ County, Texas,
and _____ of _____ County, Texas,
is the name of the individual conducting a business in Collin County,
Texas, under the name of HEREFORD HOUSE.

Address Main & Hwy 289, P.O. Box 169, Frisco, Texas 75034
which is an assumed name and that the true or real full name.....of the individual.....or person.....
conducting said business and the.....Post Office address..... is as follows:

True or Real Full Name.	Post Office Address.
C. (i.o.) V. Burges	Box 189, Frisco, Texas 75034

This certificate is made in compliance with the provisions of Chapter 428 Page 984 Acts 1961 57th Legislature, Regular Session, requiring said certificate to be made by those persons conducting a business under AN ASSUMED NAME.

Witness my hand at Frisco, Texas in said County,
the 29th day of September 1975

C. V. Burgess
C. V. Burgess

19410

State of Texas

County of Collin

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That... C. (initial only) V. Burges.....of... Collin.....County, Texas,
 and.....of.....County, Texas,
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 the..... 29th..... day of..... September..... 1975.....

C. V. Burges
 C. V. Burges

THE STATE OF TEXAS

County of Collin

Before me, Barry L. Elliott

in and for said County and State,
on this day personally appeared C. V. Burges



known to me to be the person whose name is subscribed
to the foregoing certificate, and acknowledged to me that he executed the same for the purposes
and consideration therein expressed.

Given under my hand and seal of office, this 29th day of September A. D. 1975.

Barry L. Elliott
Notary Public in and for
Collin County, Texas

Assumed Name Certificate

No. _____

Re

11/15/75 SEP 30 AM 9:21

COLLIN COUNTY, TEXAS
NOTARY
B.L.E.

Name C. V. Burges
Address Box 189, Frisco, Texas

Filed the day of 19
at o'clock A.M. and entered
alphabetically in the Records of this County
the day of 19
at o'clock M.

County Clerk, County, Texas.

By Deputy.

THE STATE OF TEXAS

County of Collin

Before me, Barry L. Elliott

in and for said County and State,
on this day personally appeared C. V. Burges

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to the foregoing certificate, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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Notary Public in and for
Collin County, Texas



Assumed Name Certificate

Name... C. V. Burges

Address... Box 189, Frisco, Texas

Filed the..... day of..... 19.....

at..... o'clock..... M, and entered
alphabetically in the Records of this County
the..... day of..... 19.....

at..... o'clock..... M.

County Clerk..... County, Texas.

By..... Deputy.

No.....

11/15/75 SEP 30 1975 9:21
COLLIN COUNTY TEXAS
NOTARY PUBLIC
J. R. DURR

FIRST AMENDMENT TO CONDOMINIUM DECLARATION

FOR

COBBLESTONE CONDOMINIUM

13056

VOL

3 PAGE 443

STATE OF TEXAS \$
COUNTY OF COLLIN \$

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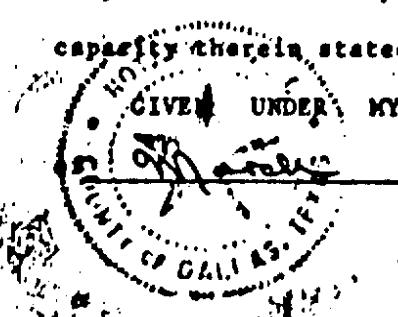
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By: T.Y. Stone, Inc.

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COUNTY OF DALLAS \$

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Raven M. DeLoach
Notary Public in and for The State of Texas
My Commission Expires: 10-10-04

EXHIBIT "C"

VOL. 3 PAGE 444

COBBLESTONE CONDOMINIUMS

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"	121	E	1	C-a	1.97
"	221	E	2	C-a	1.97
"	122	E	1	C-a	1.97
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"	224	E	2	C-b	2.02

100.00% TOTAL
PHASE I

3 PAGE 445

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BEDFORD:				
B-a	1.81	681.95	3	2,045.85
B-b	1.85	697.81	1	697.81
CONCORD:				
C-a	1.97	744.78	7	5,213.46
C-b	2.02	761.28	4	3,045.12
C-c	1.98	746.47	4	2,985.88
C-d	2.03	763.76	1	763.76
HAWTHORNE:				
H-a/c	2.60	983.25	6	5,899.50
H-b	2.64	997.42	6	5,984.52
ROXBURY:				
R-a	2.79	1,052.48	2	2,104.96
R-b	2.83	1,067.04	2	2,134.08
SALEM:				
S-c	2.79	1,051.71	2	2,103.42
S-d	2.82	1,064.06	2	2,128.12
TOTAL - PHASE I			44 UNITS	37,755.20 TOTAL SQ.FT.

3000 3000

FILED

623 MAR 30 AM 10:23

CLERK OF THE DISTRICT COURT

BY Mr DEPUTY

John
F. O'Brien and wife
S. O. and wife

63

FIRST AMENDMENT TO CONDOMINIUM DECLARATION

FOR

COBBLESTONE CONDOMINIUM

13056

VOL

3 PAGE 443

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS

WHEREAS T.F. Stone Companies, Inc., a Texas corporation, hereinafter called "Declarant", executed that certain Condominium Declaration for Cobblestone Condominium, hereinafter called "Declaration", which Declaration was filed March 16, 1983, in Volume 3, Page 383, of the Condominium Records of Collin County, Texas; and

WHEREAS, through error, the Declaration contained two (2) Exhibits with differing percentages of ownership interest, being the final sheet of Exhibit "B" and Exhibit "C"; and

WHEREAS, it is the desire of Declarant, being the owner of 100% of the Units at this time, to correct said error, to have the Declaration properly reflect the percentages of interest for the Units in Cobblestone Condominium;

NOW, THEREFORE, Declarant, in consideration of the premises, hereby amends the Declaration to delete the final sheet of Exhibit "B", BUILDING TABULATIONS, and have Exhibit "C", a copy of which is attached hereto, reflect the correct percentages of interest.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be signed this 24th day of March, 1983.

T.F. STONE COMPANIES, INC.

By: T.F. Stone, Inc.

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 Tony T. Stone, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 24th day of March, A.D., 1983.

Robert W. DeLoach
Notary Public in and for The State of Texas
My Commission Expires: 12-10-85

EXHIBIT "C"

VOL 3 PAGE 444

COBBLESTONE CONDOMINIUMS

PHASE I

Percentage of Undivided Shares in the Common Elements,
 Votes and Common Expense Shares Appurtenant to Each Unit.

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3100 Devonshire	101	A	1	H-c	2.60
"	102	A	1	H-b	2.64
"	103	A	1	H-b	2.64
"	104	A	1	H-c	2.60
"	105	B	1	S-c	2.79
"	205	B	2	S-d	2.82
"	106	B	1	H-a	2.60
"	206	B	2	H-b	2.64
"	107	B	1	H-a	2.60
"	207	B	2	H-b	2.64
"	108	B	1	S-c	2.79
"	208	B	2	S-d	2.82
"	109	C	1	R-a	2.79
"	209	C	2	R-b	2.83
"	110	C	1	H-a	2.60
"	210	C	2	H-b	2.64
"	111	C	1	H-a	2.60
"	211	C	2	H-b	2.64
"	112	C	1	R-a	2.79
"	212	C	2	R-b	2.83

Vol. 3 PAGE 445

3110 Devonshire	113	D	1	A	1.75
"	213	D	2	A	1.75
"	114	D	1	C-c	1.98
"	214	D	2	C-c	1.98
"	115	D	1	B-a	1.81
"	215	D	2	B-a	1.81
"	116	D	1	B-a	1.81
"	216	D	2	B-b	1.85
"	117	D	1	C-c	1.98
"	217	D	2	C-c	1.98
"	118	D	1	A	1.75
"	218	D	2	A	1.75
3120 Devonshire	119	E	1	C-b	2.02
"	219	E	2	C-b	2.02
"	120	E	1	C-a	1.97
"	220	E	2	C-d	2.03
"	121	E	1	C-a	1.97
"	221	E	2	C-a	1.97
"	122	E	1	C-a	1.97
"	222	E	2	C-a	1.97
"	123	E	1	C-a	1.97
"	223	E	2	C-a	1.97
"	124	E	1	C-b	2.02
"	224	E	2	C-b	2.02

100.00% TOTAL
PHASE I

PLAN TYPE	% OWNERSHIP PER UNIT	TYPICAL INTERIOR SQ.FT.	NO. UNITS	SQ.FT. BY PLAN TYPE
ALCOTT - A	1.75	662.18	4	2,648.72
BEDFORD:				
B-a	1.81	681.95	3	2,045.85
B-b	1.85	697.81	1	697.81
CONCORD:				
C-a	1.97	744.78	7	5,213.46
C-b	2.02	761.28	4	3,045.12
C-c	1.98	746.47	4	2,985.88
C-d	2.03	763.76	1	763.76
HAWTHORNE:				
R-a/c	2.60	983.25	6	5,899.50
H-b	2.64	997.42	6	5,984.52
ROXBURY:				
R-a	2.79	1,052.48	2	2,104.96
R-b	2.83	1,067.04	2	2,134.08
SALEM:				
S-c	2.79	1,051.71	2	2,103.42
S-d	2.82	1,064.06	2	2,128.12
TOTAL - PHASE I			44 UNITS	37,755.20 TOTAL SQ.FT.

FILED FOR RECORD, 30th DAY OF March A.D. 1983, at M.
RECORDED 31st DAY OF March A.D. 1983.
HELEN STARNES, COUNTY CLERK, COLLIN COUNTY, TEXAS.
BY: Barbara J. Grence DEPUTY.

83/3901 Rev

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

41300

VOL 3 PAGE 793

RIDER ADDING ADDITIONAL OBLIGEE

To be attached to and form a part of Bond No. B42 74 61, dated the 14TH day of MARCH, 19 83, issued by RELIANCE INSURANCE COMPANY, as Surety, on behalf of M. E. HICKS UTILITY CONTRACTORS, INC., as Principal in favor of SANTA FE ESTATES JOINT VENTURE, as Obligee.

WHEREAS, upon the request of the Principal and Obligee the attached bond is hereby amended to add TORONTO - DOMINION BANK, ATLANTA AGENCY as an additional obligee.

PROVIDED, HOWEVER, there shall be no liability under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal strictly in accordance with the terms of said contract as to payments, and shall perform all of the other obligations to be performed under said contract at the time and in the manner therein set forth; all of the acts of one Obligee being binding on the other.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this 29TH day of JULY, 19 83.

ACCEPTED:

M. E. HICKS UTILITY CONTRACTORS, INC.
PRINCIPAL NAMED IN BOND

M. E. HICKS

RELIANCE INSURANCE COMPANY

JEFFREY L. TRENTHAM, ATTORNEY-IN-FACT

SANTA FE ESTATES JOINT VENTURE
OBLIGEE NAMED IN BOND
Reed Leed
Attorney-in-Fact



EDR-2404 Ed. 7-73

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

VOL 3 PAGE 800

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint David O. Turner, Harry J. Brownlee, Steven W. Pond, Michael D. Williams, Linda Gardner and Jeffery L. Trentham, individually, of Dallas, Texas

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed, this 20th day of April 1982.

RELIANCE INSURANCE COMPANY

Vice President



STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 20th day of April, 1982, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 7, 1984



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, P. D. Crossetta, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 29th day of July 1983.

Assistant Secretary



BDR-1431 Ed. 6/79

THE AMERICAN INSTITUTE OF ARCHITECTS



VOL 3 PAGE 801

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that **M. E. Hicks Utility Contractors, Inc.,**
(Here insert full name and address or legal title of Contractor)

P.O. Box 1433, Plano, Texas 75074

as Principal, hereinafter called Contractor, and, **RELIANCE INSURANCE COMPANY**
(Here insert full name and address or legal title of Surety)

411 N. Akard, Dallas, Texas 75201

as Surety, hereinafter called Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

Santa Fe Estates Joint Venture
520 Central Parkway, Suite 200, Plano, Texas 75074

as Obligee, hereinafter called Owner, in the amount of Five Hundred Twenty Thousand Three Hundred
Fifty Eight and 86/100 ----- Dollars (\$ 520,358.86),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated March 14 1983, entered into a contract with Owner for
(Here insert full name, address and description of proj., etc)

Construction of Utility & Drainage Improvements for Section Four, Section Five and
Parker Road of Santa Fe Estates
in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

VOL 3 PAGE 802

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

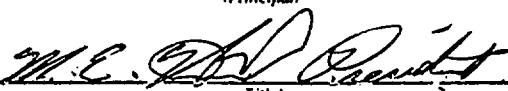
Signed and sealed this 26th day of July 19 83

M. E. HICKS UTILITY CONTRACTORS, INC.

(Principal)

(Seal)

(Witness)



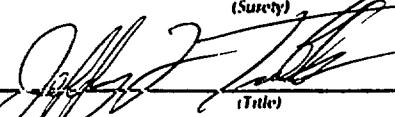
(Title)

(Witness)

RELIANCE INSURANCE COMPANY

(Surety)

(Seal)



(Title)

Jeffery L. Trentham, Attorney-in-Fact



AIA DOCUMENT A311 - PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND - AIA •
FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D. C. 20006

STATUTORY PAYMENT BOND - TEXAS VOL 3 PAGE 803

Bond No. B42 74 61

(Hardeman Act - Private Work)

(Penalty of this bond must be 100% of contract amount. This bond and copy of contract must be filed with County Clerk of County wherein owner's property is located.)

KNOW ALL MEN BY THESE PRESENTS:

That, M. E. Hicks Utility Contractors, Inc., P.O. Box 1433, Plano, Texas 75074

Original Contractor (hereinafter called the Principal, as Principal, and

RELIANCE INSURANCE COMPANY, a corporation, organized and existing under the laws of the State of Pennsylvania, with its principal office in the City of Philadelphia (hereinafter called the Surety), as Surety, are held and firmlybound unto Santa Fe Estates Joint Venture, 520 Central Parkway, Suite 200, Plano, Texas 75074 (hereinafter called the Owner), in the amount of Five Hundred Twenty Thousand ThreeHundred Fifty Eight and 86/100 - - - Dollars (\$ 520,358.86) for the payment

whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 14th day of March, 19 83, for Construction of Utility & Drainage Improvements for Section Four, Section Five and Parker Road of Santa Fe Estates

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of said contract and duly authorized normal and usual extras thereto (not to exceed 15% of said contract price, then this obligation shall be void, otherwise to remain in full force and effect: labor, subcontracts, materials and specially fabricated materials shall be construed in accordance with Article 5452, Vernon's Revised Civil Statutes of Texas, 1925, as amended by the Acts of the Regular Session of the 57th Legislature, 1961.

PROVIDED, HOWEVER, that the Owner having required the said Principal to furnish this bond in order to comply with the provisions of Article 5472d of Vernon's Revised Civil Statutes of Texas, added by Acts of the Regular Session of the 57th Legislature, 1961, all rights and remedies on this bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions and limitations of said Article to the same extent as if they were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument, this 26th day of July, 19 83.

The foregoing bond is hereby approved.

SANTA FE ESTATES JOINT VENTURE

Owner

By R. E. Head
Attorney-in-Fact
520 Central Parkway, Suite 200, Plano, Texas
75074
Address

Date

M. E. HICKS UTILITY CONTRACTORS, INC.

(Principal)

By M. E. HeadRELIANCE INSURANCE COMPANY

(Surety)

Jeffrey A. Trenham

Attorney-in-Fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

VOL

3 PAGE 804

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint David O. Turner, Harry J. Brownlee, Steven W. Pond, Michael D. Williams, Linda Gardner and Jeffery L. Trentham, individually, of Dallas, Texas

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 20th day of April 1982.

RELIANCE INSURANCE COMPANY

Vice President



STATE OF Pennsylvania
COUNTY OF Philadelphia

On this 20th day of April 1982 personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 7, 1984

Notary Public in and for State of Pennsylvania
Residing at Philadelphia

I, P. D. Crossetta, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the RELIANCE INSURANCE COMPANY day of July 1983.

BDR-1431 Ed. 6/79



Assistant Secretary



VOL 3 PAGE 805

STANDARD FORMS OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**Adopted by the
Texas Section
American Society of Civil Engineers**

October 28, 1921
Revised November 17, 1928
Revised April 15, 1932
Revised October 27, 1934
Revised October 19, 1945
Revised April 21, 1960
Revised October 7, 1971

Copyright 1954, 1962, 1971

by the
Texas Section
American Society of Civil Engineers

1971 REVISION APPROVED BY:

Texas Society of Professional Engineers
AGC, Texas Heavy, Municipal and Utilities Branch
Consulting Engineers Council, Texas
Legal Counsel

	Members, Texas Section- A.S.C.E.	Non-Members
Standard Form, Performance Bond, Payment Bond and General Conditions	\$0.75	\$1.50
Instructions for the Use of Standard Forms of Agreement	0.75	1.50
Complete Set (Standard Forms and Instructions)	1.50	3.00
Lots of 50 (Standard Forms or Instructions)	10% discount	10% discount

Copies are available from the Executive Secretary of the Texas Section of the American Society of Civil Engineers

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**Executive Secretary
Texas Section, ASCE
P.O. Box 49019
Austin, Texas 78765
(512) 471-4927**



North Central Park 520 Central Parkway, Suite 200, Plano, Texas 75074, Tel. (214) 424-3000

VOL 3 PAGE 807

ADDENDUM TO: Standard Form of Agreement between Owner and Contractor.

OWNER: Santa Fe Estates, Joint Venture
520 Central Parkway, #200
Plano, Texas 75074

CONTRACTOR: M. E. Hicks
P. O. Box 1433
Plano, Texas 75074

Agreement dated 14 March, 1983.

This addendum will serve to remove the qualifying paragraph on the signature page of the contract restricting you to proceed with a total of 73 lots in Section Four only.

This letter is your instruction to proceed with the contract in full including Section Four, Section Five and Parker Road.


F. E. Whitehead, Manager

Dated: June 3, 1983

STANDARD FORM OF AGREEMENT

As Adopted By
THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS
October 7, 1971

Revised November 17, 1928
Revised April 15, 1932
Revised October 27, 1934
Revised October 19, 1945
Revised April 8, 1954
Revised April 21, 1960
Revised October 7, 1971

VOL 3 PAGE 808

Approved as to Legal Form by
Legal Counsel

STATE OF TEXAS
COUNTY OF Collin }

THIS AGREEMENT, made and entered into this 14th day of March,
A. D. 1983, by and between Santa Fe Estates Joint Venture,

of the County of Collin and State of Texas, acting through
Mr. Frank Whitehead, Manager

thereunto duly authorized so to do,

Party of the First Part, hereinafter termed OWNER, and M. E. Hicks Utility Contractors, Inc., - P. O. Box 1433

of the City of Plano, County of Collin
and State of Texas, Party of the Second Part, hereinafter termed
CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements herein-after mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Construction of Utility & Drainage Improvements for Section Four - \$229,865.98;
Section Five - \$163,289.65 & Parker Road - \$54,257.73 of Santa Fe Estates

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefor, as prepared by Hunter Associates, Inc., Consulting Engineers

5630 Yale Blvd., Dallas, Texas 75206

herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached: all of which are made a part hereof and collectively evidence and constitute the entire contract.

SF-1

© by Texas Section, ASCE 1971

101
Copies 11
The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 150 calendar days working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Santa Fe Estates Joint Venture

Party of the First Part (OWNER)

By: R.C.

ATTEST: Roger Cunningham

Frank E. Mitchell

M.E. Hicks Utility Contractors, Inc.

Party of the Second Part (CONTRACTOR)

By: M.E. H.

ATTEST:

Gene Bush

This contract is signed on the basis that lots Section Four being the 73 lots lying immediately to the North of the existing serviced lots and West of Jupiter Street be completed. Prior to the commencement of work on the remainder of the contract written approval will be required from Santa Fe Estates Joint Venture.

Block 12:	4-15	12
	21-27	7
Block 8:	10-34	25
Block 7:	27-42	16
Block 11:	33-45	13

73

R.C.
M.E. H.
See attached letter, copy #

SF-2

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M. E. HICKS UTILITY CONTRACTORS, INC.
P.O. BOX 1433
PLANO, TEXAS 75074
(214) 424-7544



May 6, 1983 VOL 3 PAGE 813

This letter is in reference to plans of Santa Fe Estates known as Section 4, Section 5 and Parker Road by Hunter and Associates Consulting Engineers and is to become a part of the Contract documents of said projects. The contracts being between M. E. Hicks Utility Contractors, Inc. of Plano, Texas and Santa Fe Estates Joint Venture.

A paragraph having been added to the back of the Standard Form of Agreement by Santa Fe Estates. This having been done after the execution of contracts and also limiting the quantity of construction to be performed by M.E. Hicks Utility Contractors, Inc.

It is agreed by both parties to the following: M. E. Hicks Utility Contractors, Inc. will initiate and perform such work as outlined in above-mentioned paragraph of contracts. In the event of delay on restriction by the owner, and M. E. Hicks Utility Contractors, Inc. is not permitted to fully complete section four as shown on the plans and outlined in the contract documents, the owner will add the sum of 15% of all work performed to the unit contract prices.

In addition, Santa Fe Estates will accept full responsibility for the City of Plano not accepting a partially completed project and assumes full responsibility for all utilities installed as requested by them. Santa Fe Estates further agrees to release all retainages when work on the 73 lots is installed, if billed by M. E. Hicks Utility Contractors, Inc.

THE ABOVE TERMS ARE ACCEPTED AND AGREED TO:

OWNER:

CONTRACTOR.

Santa Fe Estates Joint Venture

M. E. Hicks Utility Contractors, Inc.

TRADE EDITIONS

Mark E. Hicks, President

八二

Mark E. Hicks, President

TABLE OF CONTENTS

FOR

VOL

3 PAGE 311

GENERAL CONDITIONS OF AGREEMENT

	1. Definition of Terms	Page
1.01	Owner, Contractor and Engineer	G-1
1.02	Contract Documents	G-1
1.03	Sub-Contractor	G-1
1.04	Written Notice	G-1
1.05	Work	G-1
1.06	Extra Work	G-1
1.07	Working Day	G-1
1.08	Calendar Day	G-1
1.09	Substantially Completed	G-1
	2. Responsibilities of the Engineer and the Contractor	
2.01	Owner-Engineer Relationship	G-2
2.02	Professional Inspection by Engineer	G-2
2.03	Payments for Work	G-2
2.04	Initial Determinations	G-2
2.05	Objections	G-2
2.06	Lines and Grades	G-2
2.07	Contractor's Duty and Superintendence	G-2
2.08	Contractor's Understanding	G-3
2.09	Character of Workmen	G-3
2.10	Contractor's Buildings	G-3
2.11	Sanitation	G-4
2.12	Shop Drawings	G-4
2.13	Preliminary Approval	G-4
2.14	Defects and Their Remedies	G-4
2.15	Changes and Alterations	G-5
	3. General Obligations and Responsibilities	
3.01	Keeping of Plans and Specifications Accessible	G-5
3.02	Ownership of Drawings	G-5
3.03	Adequacy of Design	G-5
3.04	Right of Entry	G-5
3.05	Collateral Contracts	G-5
3.06	Discrepancies and Omissions	G-5
3.07	Equipment, Materials and Construction Plant	G-5
3.08	Damages	G-6

TC-1

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3.09	Protection Against Accident to Employees and the Public	G-6
3.10	Performance and Payment Bonds	G-6
3.11	Losses from Natural Causes	G-6
3.12	Protection of Adjoining Property	G-6
3.13	Protection Against Claims of Sub-Contractors, Etc.	G-6
3.14	Protection Against Royalties or Patented Invention	G-7
3.15	Laws and Ordinances	G-7
3.16	Assignment and Subletting	G-7
3.17	Indemnification	G-7
3.18	Contractor's Liability Insurance	G-8
3.18.1	Certificate of Insurance	G-8

4. Prosecution and Progress

4.01	Time and Order of Completion	G-8
4.02	Extension of Time	G-9
4.03	Hindrances and Delays	G-9

5. Measurement and Payment

5.01	Quantities and Measurements	G-9
5.02	Estimated Quantities	G-9
5.03	Price of Work	G-9
5.04	Partial Payment	G-10
5.05	Use of Completed Portions	G-10
5.06	Final Completion and Acceptance	G-10
5.07	Final Payment	G-10
5.08	Payments Withheld	G-10
5.09	Delayed Payments	G-11

6. Extra Work and Claims

6.01	Change Orders	G-11
6.02	Minor Changes	G-11
6.03	Extra Work	G-11
6.04	Time of Filing Claims	G-12
6.05	Arbitration	G-12

7. Abandonment of Contract

7.01	Abandonment by Contractor	G-13
7.02	Abandonment by Owner	G-14

GENERAL CONDITIONS OF AGREEMENT

1. DEFINITIONS OF TERMS

1.01 OWNER, CONTRACTOR AND ENGINEER. The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The term ENGINEER means the ENGINEER or his duly authorized representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

1.02 CONTRACT DOCUMENTS. The Contract Documents shall consist of the Notice to Contractors (Advertisement), Special Conditions (Instructions to Bidders), Proposal, signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of the Agreement, Technical Specifications, Plans, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to Contractors, Technical Specifications, Plans, and General Conditions of Agreement.

1.03 SUB-CONTRACTOR. The term Sub-Contractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.04 WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1.05 WORK. The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

1.06 EXTRA WORK. The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S Proposal, except as provided under "Changes and Alterations", herein.

1.07 WORKING DAY. A "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.08 CALENDAR DAY. "Calendar Day" is any day of the week or month, no days being excepted.

1.09 SUBSTANTIALLY COMPLETED. By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

2.01 **OWNER-ENGINEER RELATIONSHIP.** The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

2.02 **PROFESSIONAL INSPECTION BY ENGINEER.** The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR'S or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

2.03 **PAYMENTS FOR WORK.** The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER'S professional judgment that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

2.04 **INITIAL DETERMINATIONS.** The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER'S decision shall be rendered in writing within a reasonable time. Should the ENGINEER fail to make such decision within a reasonable time, appeal to arbitration may be taken as if his decision had been rendered against the party appealing.

2.05 **OBJECTIONS.** In the event the ENGINEER renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this contract, either party may file with the ENGINEER within thirty days his written objection to the decision, and by such action may reserve the right to submit the question so raised to arbitration as hereinafter provided.

2.06 **LINES AND GRADES.** Unless otherwise specified, all lines and grades shall be furnished by the ENGINEER or his representative. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation therefor. The CONTRACTOR shall give the ENGINEER ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the CONTRACTOR'S expense.

2.07 **CONTRACTOR'S DUTY AND SUPERINTENDENCE.** The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

2.11 SANITATION. Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.

2.12 SHOP DRAWINGS. The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in his own work or in that of any other Contractor, four checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The ENGINEER'S approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

2.13 PRELIMINARY APPROVAL. The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

2.14 DEFECTS AND THEIR REMEDIES. It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

2.15 CHANGES AND ALTERATIONS. The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said plans and specifications.

2.08 CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2.09 CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the ENGINEER'S written consent.

2.10 CONTRACTOR'S BUILDINGS. The building of structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

8.08 DAMAGES. In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER, or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

3.09 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

3.10 PERFORMANCE AND PAYMENT BONDS. Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal.

8.11 LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

3.12 PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

3.13 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

3.01 KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE. The ENGINEER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.

3.02 OWNERSHIP OF DRAWINGS. All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.

3.03 ADEQUACY OF DESIGN. It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

3.04 RIGHT OF ENTRY. The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

3.05 COLLATERAL CONTRACTS. The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

3.06 DISCREPANCIES AND OMISSIONS. It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

3.07 EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

VOL. 1
C.P.A.S.E. Q2/74

nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

3.14 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION. The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patented or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

3.15 LAWS AND ORDINANCES. The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

3.16 ASSIGNMENT AND SUBLetting. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

3.17 INDEMNIFICATION. The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,

- (2) Is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

3.18 INSURANCE. The CONTRACTOR at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Workmen's compensation claims, disability benefits and other similar employee benefit acts;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverages;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverages; and
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

3.18.1 CERTIFICATE OF INSURANCE. Before commencing any of the work, CONTRACTOR shall file with the OWNER valid Certificates of Insurance acceptable to the OWNER and the ENGINEER. Such Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the OWNER.

The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.

4. PROSECUTION AND PROGRESS

4.01 TIME AND ORDER OF COMPLETION. It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction: provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

4.02 EXTENSION OF TIME. Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER, provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.

4.03 HINDRANCES AND DELAYS. No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.

101
PAGE 13
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5. MEASUREMENT AND PAYMENT

5.01 QUANTITIES AND MEASUREMENTS. No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

5.02 ESTIMATED QUANTITIES. This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 20% more than, or 20% less than the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 20% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5) per cent of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work."

5.03 PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

5.04 PARTIAL PAYMENTS. On or before the 10th day of each month, the CONTRACTOR shall prepare and submit to the ENGINEER for approval or modification a statement showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER shall then pay the CONTRACTOR on or before the 15th day of the current month the total amount of the approved statement, less 10 per cent of the amount thereof, which 10 per cent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may—upon written recommendation of the ENGINEER—pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR, or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment."

5.05 USE OF COMPLETED PORTIONS. The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

5.06 FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon it shall be the duty of the OWNER within ten (10) days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.

5.07 FINAL PAYMENT. Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR on or after the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.

5.08 PAYMENTS WITHHELD. The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- VOL
CC
CC
CC
- (a) Defective work not remedied.
 - (b) Claims filed or reasonable evidence indicating probable filing of claims.
 - (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
 - (d) Damage to another contractor.
 - (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
 - (f) Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 DELAYED PAYMENTS. Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six (6) per cent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment, but the right is expressly reserved to the CONTRACTOR in the event payments be not promptly made, as provided under "Partial Payments," to at any time thereafter treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payments Withheld."

6. EXTRA WORK AND CLAIMS

6.01 CHANGE ORDERS: Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as herein-after provided.

6.02 MINOR CHANGES: The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Field Order.

In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

6.03 EXTRA WORK: It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A)—By agreed unit prices; or
Method (B)—By agreed lump sum; or
Method (C)—If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and, a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 per cent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) per cent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The CONTRACTOR will thereby preserve the right to submit the matter of payment to arbitration, as hereinbelow provided.

6.04 TIME OF FILING CLAIMS. It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should appeal from the ENGINEER'S decision, any demand for arbitration shall be filed with the ENGINEER and the OWNER in writing within ten (10) days after the date of delivery to CONTRACTOR of the ENGINEER'S final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

6.05 ARBITRATION. All questions of dispute under this Agreement shall be submitted to arbitration at the request of either party to the dispute. The parties may agree upon one arbiter, otherwise, there shall be three, one named in writing by each party, and the third chosen

by the two arbiters so selected; or if the arbiters fail to select a third within ten (10) days, he shall be chosen by a District Judge serving the County in which the major portion of the project is located, unless otherwise specified. Should the party demanding arbitration fail to name an arbiter within ten (10) days of the demand, his right to arbitrate shall lapse, and the decision of the ENGINEER shall be final and binding on him. Should the other party fail to choose an arbiter within ten (10) days, the ENGINEER shall appoint such arbiter. Should either party refuse or neglect to supply the arbiters with any papers or information demanded in writing, the arbiters are empowered by both parties to take ex parte proceedings.

The arbiters shall act with promptness. The decision of any two shall be binding on both parties to the contract. The decision of the arbiters upon any question submitted to arbitration under this contract shall be a condition precedent to any right of legal action. The decision of the arbiter or arbiters may be filed in court to carry it into effect.

The arbiters, if they deem the case demands it, are authorized to award the party whose contention is sustained, such sums as they deem proper for the time, expense and trouble incident to the appeal, and if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbiters shall fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbiters must be made in writing.

7. ABANDONMENT OF CONTRACT

7.01 ABANDONMENT BY CONTRACTOR. In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

7.01.1 The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

7.01.2 The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

7.02 ABANDONMENT BY OWNER. In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of the notification by the CONTRACTOR the balance shown by said final statement as due the CONTRACTOR, under the terms of this Agreement.

ADDENDUM NO. 2

NOVEMBER 16, 1982

STREET PAVING AND DRAINAGE
WATER AND SANITARY SEWER SYSTEMS

VOL

3 PAGE 827

SANTA FE ESTATES SUBDIVISION

SECTION FOUR
SECTION FIVE
PARKER ROAD
PLANO, TEXAS

M. E. HICKS UTILITY
CONTRACTORS, INC.
P. O. BOX 1433
PLANO, TX 75074

HUNTER ASSOCIATES, INC.
CONSULTING ENGINEERS

BID DATE: NOVEMBER 30, 1982
BID TIME: 10:00 A.M.
LOCATION: HUNTER ASSOCIATES, INC.
5630 YALE BLVD.
DALLAS, TEXAS 75206

The following are made part of the plans and specifications for the above referenced project.

Items P.5 and P.6 of STREET PAVING IMPROVEMENTS of Section 4 & 5 may have an Alternate Bid of 5" thickness 3,600 p.s.i. reinforced concrete street pavement.

SECTION FOUR:
UTILITY AND DRAINAGE SYSTEMS

1. On page 1-2 of the specifications P.3 DELETE (on second line):
6" gate valve
2. On page 1-3 of the specifications P.6 and P.7 DELETE (on second line and fourth line)
tapping saddle
meter yoke

3. On page 1-2 of the specifications P.3 DELETE (on second line):

6" gate valve

and ADD

\$ _____ (for total amount)

4. On page 1-3 of the specifications P.6 and P.7 DELETE (on second and fourth lines):

tapping saddle

meter yoke

5. On page 1-9 of the specifications the fourth line of TOTAL BID shall read:

"Items P.1 through P.27"

PARKER ROAD:
STREET PAVING IMPROVEMENTS

6. On page 1-3 of the specifications P.8 ADD:

_____ Dollars

(\$ _____ Cents
) per each \$ _____

7. On page 1-3 of the specifications ADD:

TOTAL BID
SANTA FE ESTATES - PARKER ROAD
STREET PAVING IMPROVEMENTS
ITEMS P.1 THROUGH P.8 \$ _____

PARKER ROAD:
UTILITY AND DRAINAGE SYSTEMS

8. On page 1-3 of the specifications ADD:

TOTAL BID
SANTA FE ESTATES - PARKER ROAD.
UTILITY AND DRAINAGE SYSTEMS
ITEMS P.1 THROUGH P.8. \$ _____

9. On the TOTAL AMOUNT BID page of the specifications ADD:

VOL 3 PAGE 829

TOTAL PAVING IMPROVEMENTS \$

TOTAL UTILITY AND DRAINAGE IMPROVEMENTS \$

It is the intent of this proposal to allow the possibility of six (6) individual contractors for all the work described in this proposal - depending on low bid for each phase of each project.

Attached is a revised set of Bid Items that incorporate all changes by Addendum through this date. Bidders shall indicate their proposed bids on these revised Bid Items.

HUNTER ASSOCIATES, INC.
Consulting Engineers

Michael Cummings 11/19/82
Michael Cummings, P.E.

The Contractor shall acknowledge receipt of this addendum on the face of the sealed envelope in which he submits his bid and by signing this addendum and attaching it to his bid proposal.

M.E. Cummings

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - SECTION 4 VOL

3 PAGE 300

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
✓ P.1	5,100	L.F.	<p>For furnishing and installing eight inch (8") D.I. water pipe, Class 50, in variable depth trench, including fittings, excavation, bedding, blocking, backfill, water jetting, pressure testing, sterilizing and final clean-up, complete in place as specified and detailed, the sum of</p> <p><u>Ten</u> Dollars</p> <p><u>Ninety</u> Cents</p> <p>(\$ 10.99) per linear foot</p>	<u>\$56,099.00</u>
✓ P.2	1120	L.F.	<p>For furnishing and installing six inch (6") D.I. water pipe, Class 50, in variable depth trench, including fittings, excavation, bedding, blocking, backfill, water jetting, pressure testing, sterilizing and final clean-up, complete in place as specified and detailed, the sum of</p> <p><u>Nine</u> Dollars</p> <p><u>Fourteen</u> Cents</p> <p>(\$ 9.14) per linear foot</p>	<u>\$10,236.00</u>

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - SECTION 4
VOL

3 PAGE 834

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
✓ P.3	8	Each	<p>For furnishing and installing fire hydrant, 6" ductile iron fire hydrant lead, including fittings, excavation, bedding, blocking, backfill, water jetting, pressure testing, sterilizing and final clean-up complete in place as specified and detailed, the sum of</p> <p><u>Seven hundred fifty nine</u> <u>Forty Two</u> — Cents (\$ 769.42) per each</p>	<u>\$6,155.36</u>
✓ P.4	11	Each	<p>For furnishing and installing six inch (6") gate valves and valve box, complete in place as specified and detailed, the sum of</p> <p><u>Two hundred sixtysix</u> Dollars <u>Four</u> — Cents (\$ 268.04) per each</p>	<u>\$2,948.04</u>
✓ P.5	11	Each	<p>For furnishing and installing eight inch (8") gate valves and valve box, complete in place as specified and detailed, the sum of</p> <p><u>Three hundred eighty seven</u> Dollars <u>No.</u> — Cents (\$ 387.00) per each</p>	<u>\$4,257.00</u>

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - SECTION 4

VOL

3 PAGE 832

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
✓ P.6	63	Each	For furnishing and installing corporation cock, 1" Type "K" Copper service pipe, 1" curb stop, and meter box, complete in place as specified and detailed for "single short" water services, the sum of	
			<u>One hundred fifty nine</u> Dollars <u>Fifty eight</u> Cents	
			(\$ 159.58) per each	<u>\$10,053.54</u>
✓ P.7	77	Each	For furnishing and installing 1" corporation cock, 1" Type "K" Copper service pipe, 1" curb stop, and meter box, complete in place as specified and detailed, for "single long" water services, the sum of	
			<u>One hundred fifty nine</u> Dollars <u>Fifty eight</u> Cents	
			(\$ 159.58) per each	<u>\$13,387.44</u>
✓ P.8	6	Each	For connection to existing 8" water line as detailed on plans for a complete in place connection, the sum of	
			<u>Ninety</u> Dollars <u>No.</u> Cents	
			(\$ 90.00) per each	<u>\$540.00</u>

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - SECTION 4

VOL

PAGE 833

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.8A	4	Each	For furnishing and installing 6" blow off valve, complete in place as specified and detailed, the sum of <u>Four hundred seventy one</u> Dollars <u>Twenty two</u> Cents (471.22) per each	\$1886.88
P.9	5500	L.F.	For furnishing and installing 8" diameter V.C.T. or P.V.C. gravity sewer pipe in variable depth trench; including trenching, embedment, concrete encasement where shown on plans, backfill, testing and final clean-up; complete in place and ready for service as specified and shown on the plans, the sum of <u>Eight</u> Dollars <u>Thirty five</u> Cents (\$ 8.35) per linear foot	\$45375.00
P.10	9	Each	For furnishing and installing standard 48" diameter precast or poured in place manholes with standard frame and cover, all depths; complete in place and ready for service as specified and shown on the plans, the sum of <u>Nine hundred twenty one</u> Dollars <u>Ninety six</u> Cents (\$ 921.96) per each	\$8297.64

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - SECTION 4

VOL

3 PAGE 834

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.11	9	Each	For furnishing and installing a 6" sanitary sewer cleanout; complete in place and ready for service as specified and shown on the plans, the sum of <u>One hundred fifty four</u> Dollars <u>Twelve</u> Cents <u>(\$ 154.12)</u> per each	<u>\$1387.08</u>
P.12	140	Each	For furnishing and installing 4" diameter V.C.T. or P.V.C. gravity sewer pipe for individual house service lines; including trenching, embedment, backfill, 4" wye, plugs and other materials, in variable depth trench, complete in place and ready for service as specified and shown on the plans, the sum of <u>One hundred fifty seven</u> Dollars <u>Forty seven</u> Cents <u>(\$ 157.47)</u> per each	<u>\$22,045.00</u>
P.13	6	Each	For the construction of 10' curb line inlet, complete in place as detailed and specified, the sum of <u>One thousand four hundred thirty</u> Dollars <u>No</u> Cents <u>(\$ 1430.00)</u> per each	<u>\$8580.00</u>

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - SECTION 4

VOL 3 PAGE 835

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.13A	5	Each	For construction of 14' curb line inlet, complete in place as detailed and specified, the sum of <u>One thousand seven hundred sixty</u> Dollars <u>No.</u> Cents <u>(\$ 1,760.00)</u> per each	<u>\$ 8,800.00</u>
P.14	1	Each	For the construction of 4' grate inlet, complete in place as detailed and specified, the sum of <u>One thousand nine hundred eighty</u> Dollars <u>No.</u> Cents <u>(\$ 1,980.00)</u> per each	<u>\$ 1,980.00</u>
P.15	5	Each	For connection to existing 8" sanitary sewer line as detailed on plans, for a complete in place connection, the sum of <u>Seventy eight</u> Dollars <u>No.</u> Cents <u>(\$ 78.00)</u> per each	<u>\$ 390.00</u>

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - SECTION 4

VOL

3 PAGE 856

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.16	1	Each	For connection to existing sanitary sewer manholes as detailed on plans, for a complete in place connection, the sum of <u>One hundred fifteen</u> Dollars <u>No.</u> Cents (\$ 115.00) per each	<u>\$ 115.00</u>
P.17	124	L.F.	For furnishing & placing 27" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified, the sum of <u>Twenty four</u> Dollars <u>Forty nine</u> Cents (\$ 24.49) per linear foot	<u>\$ 3036 76</u>
P.18	533	L.F.	For furnishing & placing 21" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified, the sum of <u>Nineteen</u> - Dollars <u>Twenty nine</u> Cents (\$ 19.29) per linear foot	<u>\$ 10281 57</u>

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - SECTION 4

VOL

3 PAGE 837

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.19	481	L.F.	For furnishing & placing 18" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified, the sum of <u>Nineteen</u> - Dollars <u>Thirteen</u> Cents (<u>19.13</u>) per linear foot	\$9,201.53
P.20	150	S.Y.	For the construction of reinforced concrete flume, 4" thickness, 5 sack, 3,000 p.s.i., complete in place, as specified, the sum of <u>Thirty Nine</u> Dollars <u>Fifty</u> Cents (<u>39.50</u>) per square yard	\$5,925.00

TOTAL BID

Santa Fe Estates - Section 4
Utility and Drainage Improvements
Items P.1 through P.20

14,126.53
\$229,830.06

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - SECTION 5

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.1	3,105	L.F.	For furnishing and installing eight inch (8") D.I. water pipe, Class 50, in variable depth trench, including fittings, exca- vation, bedding, blocking, back- fill, water jetting, pressure testing, sterilizing and final clean-up, complete in place as specified and detailed, the sum of	
			<u>Ten</u> Dollars <u>Seventeen</u> Cents (\$ <u>10.16</u>) per linear foot	<u>\$31546.80</u>

P.2	665	L.F.	For furnishing and installing twelve inch (12") D.I. water pipe, Class 50, in variable depth trench, including fittings, excavation, bedding, blocking, backfill, water jetting, pressure testing, steri- lizing and final clean-up, complete in place as specified and detailed, the sum of	
			<u>Fourteen</u> Dollars <u>Ninety nine</u> Cents (\$ <u>14.99</u>) per linear foot	<u>\$9968.35</u>

UTILITY AND DRAINAGE SYSTEMS
SANTA FE ESTATES - SECTION 5

VOL

3 PAGE 800

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.3	4	Each	<p>For furnishing and installing fire hydrant, 6" ductile iron fire hydrant lead, including fittings, excavation, bedding, blocking, backfill, water jetting, pressure testing, sterilizing and final clean-up complete in place as specified and detailed, the sum of</p> <p><u>Eight hundred eighty four</u> Dollars <u>Ninety one</u> Cents</p> <p>(\$ 884.94) per each</p>	<u>\$ 3539 54</u>
P.4	4	Each	<p>For furnishing and installing six inch (6") gate valves and valve box, complete in place as specified and detailed, the sum of</p> <p><u>Two hundred sixty eight</u> Dollars <u>Four</u> Cents</p> <p>(\$ 268.04) per each</p>	<u>\$ 1072 16</u>
P.5	1	Each	<p>For furnishing and installing eight inch (8") gate valves and valve box, complete in place as specified and detailed, the sum of</p> <p><u>Three hundred eighty seven</u> Dollars <u>No</u> Cents</p> <p>(\$ 387.00) per each</p>	<u>\$ 387 00</u>

UTILITY AND DRAINAGE SYSTEMS
SANTA FE ESTATES - SECTION 5

VOL

3 PAGE 840

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.6	35	Each	<p>For furnishing and installing corporation cock, 1" Type "K" Copper service pipe 1" curb stop, and meter box, complete in place as specified and detailed for "single short" water services, the sum of</p> <p><u>One hundred fifty nine</u> Dollars <u>Three</u> Cents (\$ 159.03) per each</p>	<u>\$ 5566.05</u>
P.7	46	Each	<p>For furnishing and installing 1" corporation cock, 1" type "K" Copper service pipe, 1" curb stop, and meter box, complete in place as specified and detailed, for "single long" water services, the sum of</p> <p><u>One hundred fifty nine</u> Dollars <u>Three</u> Cents (\$ 159.03) per each</p>	<u>\$ 7315.38</u>
P.8	5	Each	<p>For connection to existing 8" water line as detailed on plans for a complete in place connection, the sum of</p> <p><u>Ninety -</u> Dollars <u>No</u> Cents (\$ 90.00) per each</p>	<u>\$ 450.00</u>

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - SECTION 5

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.9	1	Each	For connection to existing 12" waterline as detailed on plans for a complete in place connection, the sum of <u>One hundred twenty</u> Dollars <u>Zero</u> Cents (\$ 120.00) per each	\$ 120.00
P.9A	1	Each	For furnishing and installing 6" blow off valve, complete in place as specified and detailed, the sum of <u>Four hundred seventy one</u> Dollars <u>Seventy two</u> Cents (\$ 471.72) per each	\$ 471.72
P.10	4000	L.F.	For furnishing and installing 8" diameter V.C.T. or P.V.C. gravity sewer pipe in variable depth trench; including trenching, embedment, concrete encasement where shown on plans, backfill, testing and final clean-up; complete in place and ready for service as specified and shown on the plans, the sum of <u>Eight -</u> Dollars <u>Fifteen</u> Cents (\$ 8.15) per linear foot	\$ 32,600.00

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - SECTION 5

VOL 3 PAGE 842

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.11	9	Each	For furnishing and installing standard 48" diameter precast or poured in place manholes with standard frame and cover, all depths; complete in place and ready for service as specified and shown on the plans, the sum of <u>Eight hundred eighty three</u> Dollars <u>Seventeen</u> Cents (\$ 883.07) per each	\$ 7,947.63
P.12	4	Each	For furnishing and installing a 6" sanitary sewer cleanout; complete in place and ready for service as specified and shown on the plans, the sum of <u>One hundred fifty four</u> Dollars <u>Twelve</u> Cents (\$ 154.12) per each	\$ 616.48
P.13	81	Each	For furnishing and installing 4" diameter V.C.T. or P.V.C. gravity sewer pipe for individual house service lines; including trenching, embedment, other materials, in variable depth trench, complete in place and ready for service as specified and shown on the plans, the sum of <u>One hundred seventy four</u> Dollars <u>Forty seven</u> Cents (\$ 174.47) per each	\$ 14,132.07

UTILITY AND DRAINAGE SYSTEMS
SANTA FE ESTATES - SECTION 5

VOL

2100843

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.14	2	Each	<p>For connection to existing sanitary sewer manhole as detailed on plans, a complete in place connection, the sum of</p> <p><u>Two hundred thirty five</u> Dollars <u>No</u> Cents (\$ 235.00) per each</p>	\$ <u>470.00</u>
P.15	1	Each	<p>For connection to existing 8" diameter sanitary sewer pipe, a complete in place connection, the sum of</p> <p><u>Eighty five</u> Dollars <u>No</u> Cents (\$ 85.00) per each</p>	\$ <u>85.00</u>
P.16	5	Each	<p>For the construction of 10' curb line inlet, complete in place as detailed and speci- fied, the sum of</p> <p><u>One thousand five hundred sixty</u> Dollars <u>No</u> Cents (\$ 1560.00) per each</p>	\$ <u>7800.00</u>

UTILITY AND DRAINAGE SYSTEMS
SANTA FE ESTATES - SECTION 5

VOL 3 PAGE 814

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.17	1	Each	For the construction of 6' curb line inlet, complete in place as detailed and specified, the sum of <u>One thousand two hundred eighty nine</u> Dollars <u>No</u> Cents (<u>\$ 1,289.00</u>) per each	<u>\$ 1,289.00</u>
P.18	3	Each	For the construction of a 4' grate inlet, complete in place as detailed and specified, the sum of <u>Two thousand one hundred sixty</u> Dollars <u>No.</u> Cents (<u>\$ 2,160.00</u>) per each	<u>\$ 6480.00</u>
P.19	30	L.F.	For furnishing and placing 42" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified and detailed, the sum of <u>Fourty seven</u> Dollars <u>Fifty</u> Cents (<u>47.50</u>) per linear foot	<u>\$ 1425.00</u>

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES SECTION 5

VOL

Page 815

Item No.	No. of Units	unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.20	100	L.F.	For furnishing and placing 36" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified and detailed, the sum of <u>Thirty seven</u> Dollars <u>Ninety three</u> Cents (<u>\$ 37.73</u>) per linear foot	<u>\$ 3793.00</u>
P.21	220	L.F.	For furnishing and placing 33" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation & backfilling, complete in place as specified and detailed, the sum of <u>Thirty four</u> Dollars <u>Twelve</u> Cents (<u>\$ 34.12</u>) per linear foot	<u>\$ 7506.40</u>
P.22	15	L.F.	For furnishing & placing 27" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified, the sum of <u>Twenty seven</u> Dollars <u>Seventy two</u> Cents (<u>\$ 27.72</u>) per linear foot	<u>\$ 415.00</u>

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - SECTION 5

VOL

3 PAGE 846

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.23	<u>105</u> 223	L.F.	For furnishing and placing 24" reinforced concrete pipe, (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified, the sum of	
			<u>Twenty four</u> Dollars	
			<u>Eighty seven</u> Cents	
			(\$ <u>24.87</u>) per linear foot	<u>\$ 5546.01</u>
P.24	<u>255</u> 141	L.F.	For furnishing & placing 21" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified, the sum of	
			<u>Twenty two</u> Dollars	
			<u>Eighty eight</u> Cents	
			(\$ <u>22.88</u>) per linear foot	<u>\$ 3,138.66</u>
P.25	250	L.F.	For furnishing and placing 18" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified, the sum of	
			<u>Nineteen</u> Dollars	
			<u>Eighty four</u> Cents	
			(\$ <u>19.84</u>) per linear foot	<u>\$ 4,960.00</u>

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - SECTION 5

VOL 3 PAGE 817

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.26	8.1	CY	For the construction of concrete headwall Type "B" complete in place, as specified, the sum of <u>Three hundred seventy five</u> Dollars <u>No</u> Cents (\$ 375.00) per cubic yard \$ <u>3037.50</u>	
P.27	46	cy	For the construction of 4" thickness non-reinforced concrete slope protection, 2500 p.s.i. complete in place, as specified, the sum of <u>Thirty five</u> Dollars <u>No</u> Cents (\$ 35.00) per cubic yard \$ <u>1610.00</u>	

TOTAL BID

Santa Fe Estates - Section 5
 Utility and Drainage Improvements
 Items P.1. through P.27

163,288.95
\$ 163,288.95

UTILITY AND DRAINAGE SYSTEMS
SANTA FE ESTATES - PARKER ROAD

VOL 3 PAGE 848

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.1	570	L.F.	For furnishing and placing 18" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified, the sum of	
			<u>Twenty</u> Dollars	
			<u>Thirty six</u> Cents	
			(\$ 20. <u>36</u>) per linear foot	<u>\$11605.<u>36</u></u>
P.2	70	L.F.	For furnishing & placing 21" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified, the sum of	
			<u>Twenty three</u> Dollars	
			<u>Eighteen</u> Cents	
			(\$ 23. <u>18</u>) per linear foot	<u>\$1622.<u>60</u></u>
P.3	114	L.F.	For furnishing and placing 24" reinforced concrete pipe, (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified, the sum of	
			<u>Twenty six</u> Dollars	
			<u>Twenty seven</u> Cents	
			(\$ 26. <u>37</u>) per linear foot	<u>\$2994.<u>79</u></u>

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATES - PARKER ROAD

VOL

PAGE 819

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.4	<u>268</u> <u>607</u>	L.F.	For furnishing & placing 30" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified, the sum of <u>Thirty one</u> Dollars <u>Eighty one</u> Cents (<u>\$ 31.81</u>) per linear foot	<u>\$17308.41</u>
P.5	185	L.F.	For furnishing and placing 33" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation & backfilling, complete in place as specified and detailed, the sum of <u>Thirty three</u> Dollars <u>Ninety six</u> Cents (<u>\$ 33.96</u>) per linear foot	<u>\$6282.64</u>
P.6	12	L.F.	For furnishing and placing 36" reinforced concrete pipe (Class III) in variable depth trench, including pipe, excavation and backfilling, complete in place as specified and detailed, the sum of <u>Forty</u> Dollars <u>Seventy four</u> Cents (<u>\$ 40.74</u>) per linear foot	<u>\$488.96</u>

UTILITY AND DRAINAGE SYSTEMS

SANTA FE ESTATE - PARKER ROAD

VOL

2 PAGE 850

Item No.	No. of Units	Unit	Item and Unit Price (Fill in both Script and Figures)	TOTAL AMOUNT
P.7	3	Each	For the construction of 10' recessed inlet, complete in place as detailed and specified, the sum of	
			One thousand six hundred twenty Dollars	
			No. _____ Cents _____	
			(\$ 1,620.00) per each	\$ 4860.00
P.8	3	Each	For the construction of 10' inlet with 10' extension, complete in place as detailed and specified, the sum of	
			Two thousand three hundred sixty five Dollars	
			No. _____ Cents _____	
			(\$ 2,365.00) per each	\$ 7095.00
TOTAL BID SANTA FE ESTATES - PARKER ROAD UTILITY AND DRAINAGE SYSTEMS ITEMS P.1 THROUGH P.8				\$ 54,257.73

SANTA FE ESTATES

PLANO, TEXAS

TOTAL AMOUNT BID

VOL 3 PAGE 851

SECTION FOUR

PAVING IMPROVEMENTS

\$ No Bid

UTILITY AND DRAINAGE

65 work days

\$ 229,830.06

SECTION FIVE

PAVING IMPROVEMENTS

\$ No Bid

UTILITY AND DRAINAGE

50 work days

\$ 163,288.85

PARKER ROAD

PAVING IMPROVEMENTS

\$ No Bid

UTILITY AND DRAINAGE

35 work days

\$ 59,267.73

TOTAL PAVING IMPROVEMENTS \$ No Bid

TOTAL UTILITY AND DRAINAGE SYSTEMS \$ 447,376.64

It is the intent of this proposal to allow the possibility of six (6) individual contractors for all the work described in this proposal - depending on low bid for each phase of each project.

M. E. HICKS UTILITY
CONTRACTORS, INC.
P. O. BOX 1433
PLANO, TX 75074

M. E. Hicks

M. E. HICKS UTILITY
CONTRACTORS, INC.
P. O. BOX 1433
PLANO, TX 75074

ADDENDUM NO. 3

NOVEMBER 23, 1982 VOL 3 PAGE 852

STREET PAVING AND DRAINAGE
WATER AND SANITARY SEWER SYSTEMS

SANTA FE ESTATES SUBDIVISION

SECTION FOUR
SECTION FIVE
PARKER ROAD

PLANO, TEXAS

HUNTER ASSOCIATES, INC.
CONSULTING ENGINEERS

M. E. WICKS UTILITY
CONTRACTORS, INC.
P. O. BOX 1433
PLANO, TX 75074

BID DATE: NOVEMBER 30, 1982
BID TIME: 10:00 A.M.
LOCATION: HUNTER ASSOCIATES, INC.
5630 YALE BLVD.
DALLAS, TEXAS 75206

The following are made part of the plans and specifications for the above referenced project.

SECTION FIVE
UTILITY AND DRAINAGE SYSTEMS

1. On page 1-9 of the specifications P.23 - No. of units shall read: 223
2. On page 1-9 of the specifications P.24 - No. of units shall read: 141

PARKER ROAD
UTILITY AND DRAINAGE SYSTEMS

3. On page 1-2 of the specifications P.4 - No. of units shall read: 607

HUNTER ASSOCIATES, INC.
Consulting Engineers

Michael Cummings 11/23/82
Michael Cummings, P.E.

The Contractor shall acknowledge receipt of this addendum on the face of the sealed envelope in which he submits his bid and by signing this addendum and attaching it to his bid proposal.

H.E. Cook

FILED FOR RECORD 17th DAY OF August A.D. 1983, at _____ M.
RECORDED 18th DAY OF August A.D. 1983.
HELEN STARNES, COUNTY CLERK, COLLIN COUNTY, TEXAS.
BY: Belle Cook DEPUTY.

SUPPLEMENTAL DECLARATION
OF MERGER AND ANNEXATION
FOR
COBBLESTONE CONDOMINIUM
PHASE II

3 PAGE 799

STATE OF TEXAS \$
COUNTY OF COLLIN \$

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION is made on the date set forth below by T. F. STONE COMPANIES, INC., a Texas corporation, hereinafter called "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain property in the County of Collin, State of Texas, which is more particularly described on the attached Exhibit "A", and

WHEREAS, by a Condominium Declaration, hereinafter called "Declaration", recorded on March 16, 1983, in Volume 3, Page 383, of the Condominium Records of Collin County, Texas, the Declarant therein restricted COBBLESTONE CONDOMINIUM, PHASE I, consisting of forty-four (44) Units, to Condominium ownership; and

WHEREAS, by a First Amendment to Condominium Declaration for COBBLESTONE CONDOMINIUM, filed March 30, 1983, and recorded in Volume 3, Page 443, of the Condominium Records of Collin County, Texas, said Declaration was amended; and

WHEREAS, the above referenced Declaration provides in Paragraph 2.10 that the Declarant may annex additional property to COBBLESTONE CONDOMINIUM, PHASE I, as defined therein; and

WHEREAS, the Declarant is desirous of annexing and merging the adjoining tract described as PHASE II in the Declaration on which exist fifty-two (52) Units;

NOW THEREFORE, Declarant hereby declares that all of the Property described above as PHASE II in the Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration for COBBLESTONE CONDOMINIUM, PHASE I, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described above. The said easements, restrictions, covenants and conditions shall run with the above described

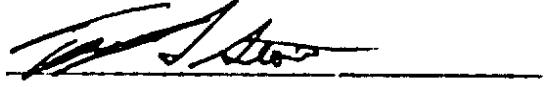
Property and shall be binding on all parties having or acquiring any right, title or interest in the said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner and lessee thereof.

The Property described in the Plat of COBBLESTONE CONDOMINIUM, as PHASE II, which Plat is attached hereto as Exhibit "B", shall become a part of the regime, as defined in the Declaration, and the fifty-two (52) Units shown on the Plat of PHASE II, shall become Units, as defined in the Declaration, and from and after the filing hereof, COBBLESTONE CONDOMINIUM, PHASE II shall be a part of the regime as if it had been originally described in the Declaration and the percentage or fraction of ownership interest in the Common Areas is hereby reallocated and established among the total of ninety-six (96) Units as set out in Exhibit "C", attached hereto.

This Supplemental Declaration of Merger and Annexation may be amended by Declarant without joinder of any Unit Owner or Mortgagee in order to correct errors and discrepancies in said document or to comply with the requirements of the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other permanent lender approved by the Declarant; provided, however, that no vested property rights of any Unit Owner shall be materially affected.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand and seal this 5th day of May, A.D., 1983.

T. F. STONE COMPANIES, INC.

By: 

ATTEST:

Secretary

THE STATE OF TEXAS §
COUNTY OF COLLIN §

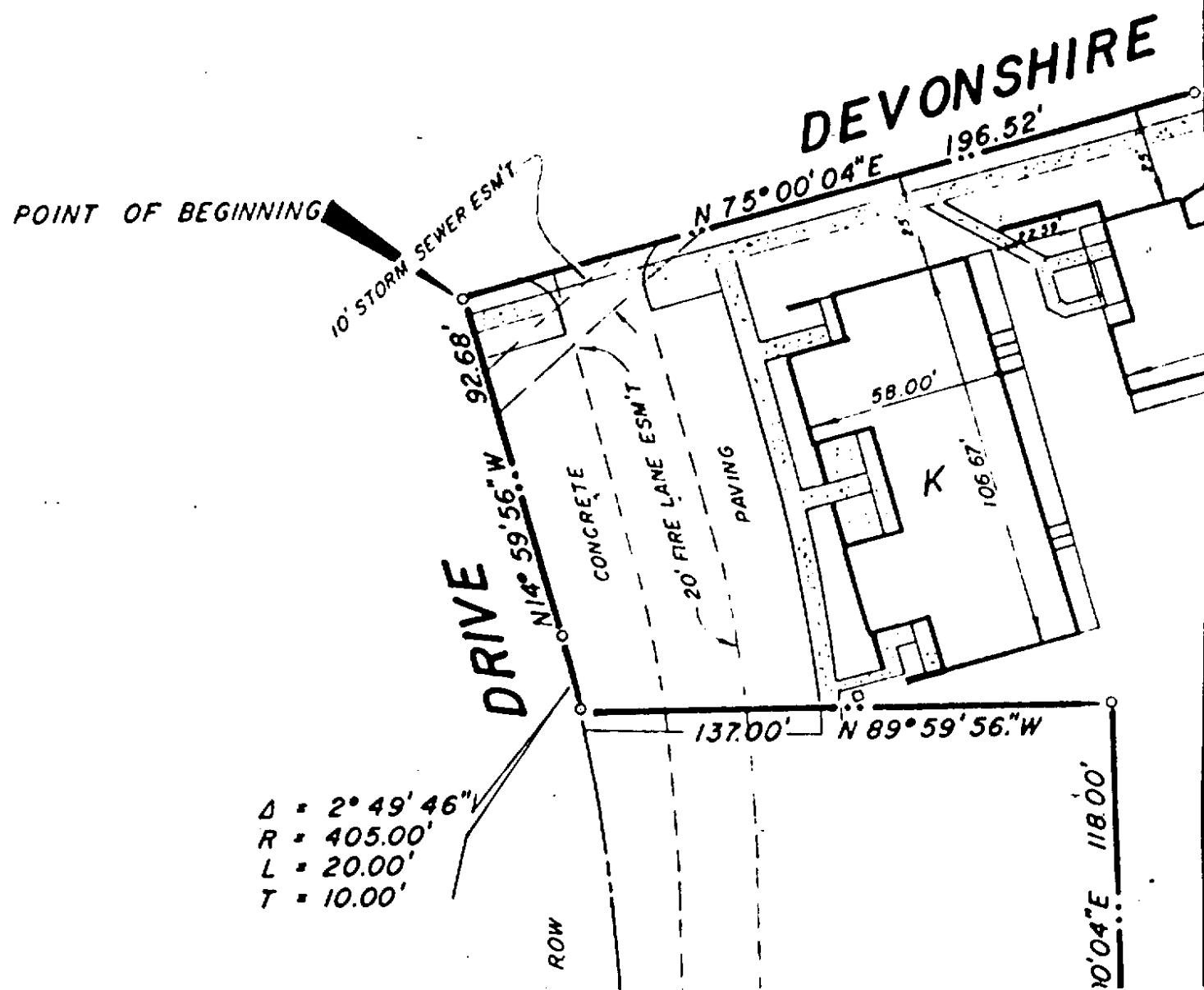
VOL 3 PAGE 801

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Tommy G. Stone, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

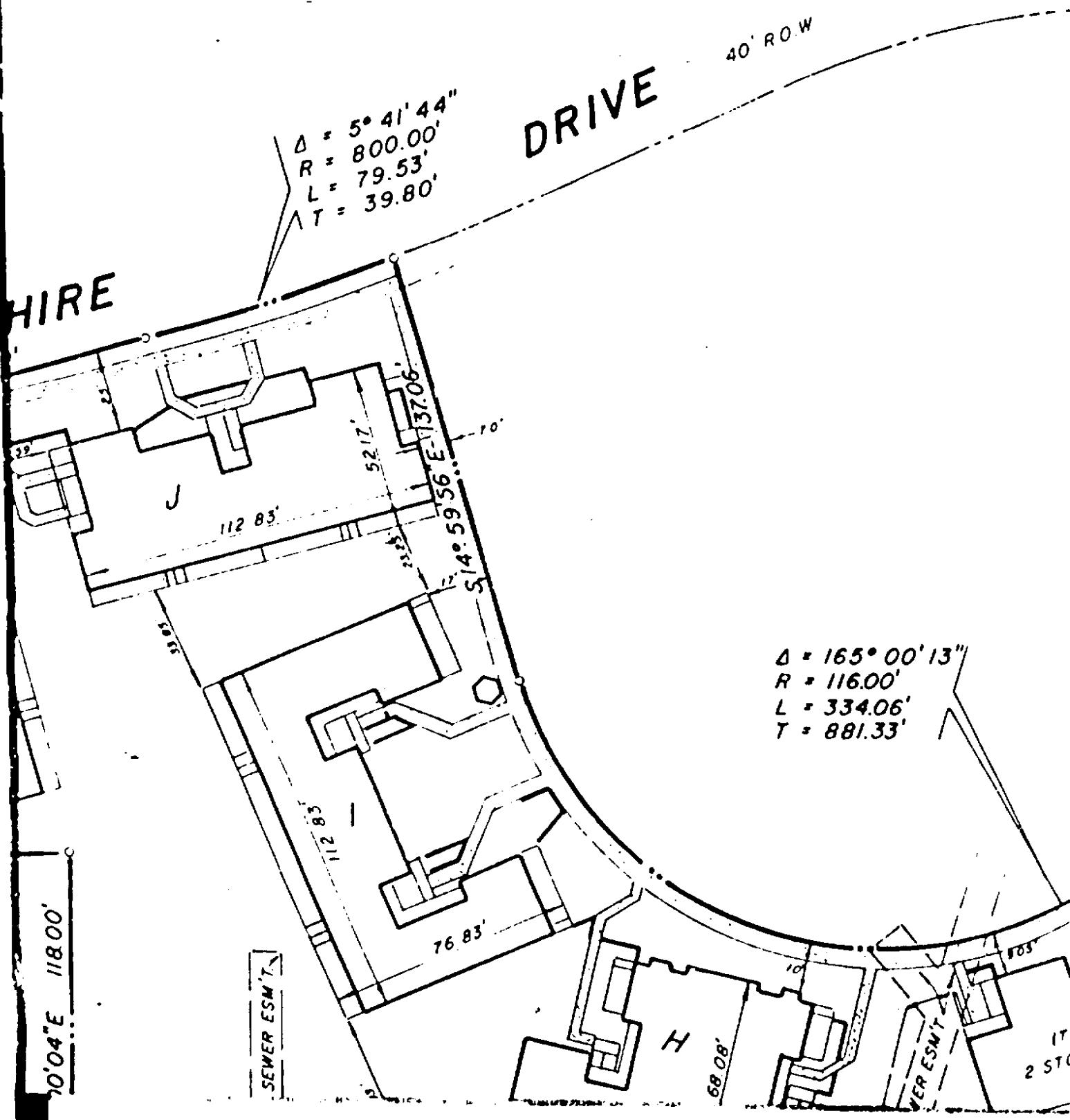
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5th day of May, A.D., 1983.

Rosen M. DeHaan
Notary Public in and for
The State of Texas
My Commission Expires: 12-10-85

VOL 3 PAGE 802

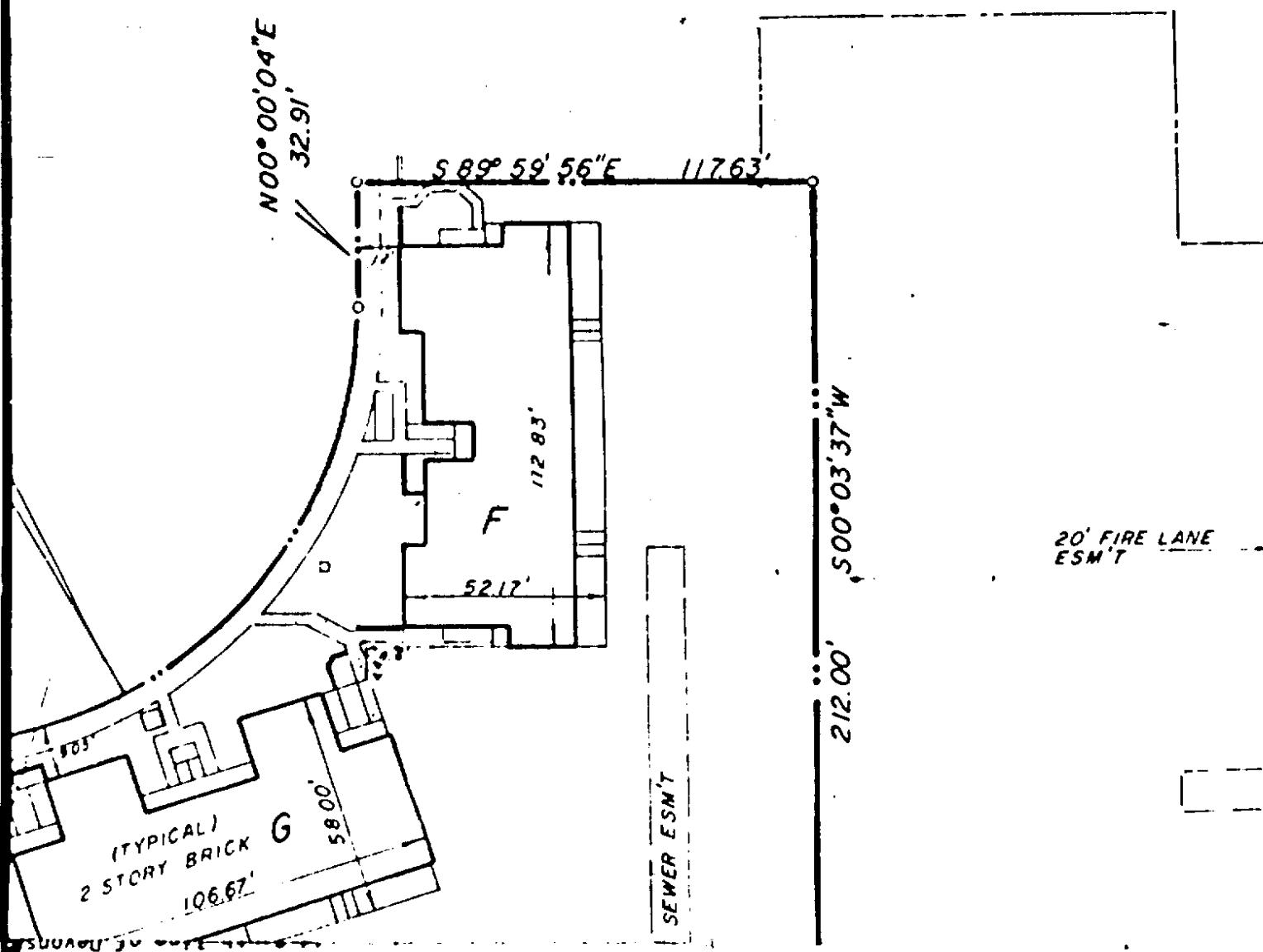


VOL 3 PAGE 803



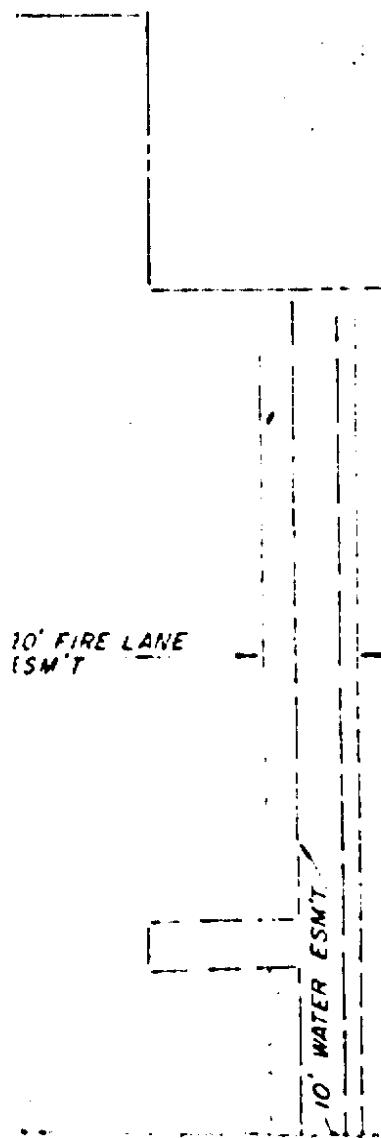
VOL 3PLU 804

PH



VOL 3 PAGE 835

PHASE I



BEING a tract of land situated in
No. 672 and also being part of L
Cabinet C, Page 346, Plat Record
described as follows:

BEGINNING at an iron rod set for
line of Devonshire Drive (a 40'
50' R.O.W.);

THENCE along said East line of
N 75°00'04" E a distance
said iron rod also being

Along said curve to the
radius of 800.00 feet and
set for corner;

VOL

3 PAGE 806

EXHIBIT "A"

FIELD NOTE DESCRIPTION

Land situated in the Mary Catherine and Sally Owen Survey, Abstract
being part of Lot 1, Block A of Cobblestone Addition as filed in
346. Plat Records of Collin County, Texas and being more particularly
located:

iron rod set for corner, situated at the intersection of the South
Drive (a 40' R.O.W.) and the East line of Hunnington Drive (a

id East line of Hunnington Drive the following:

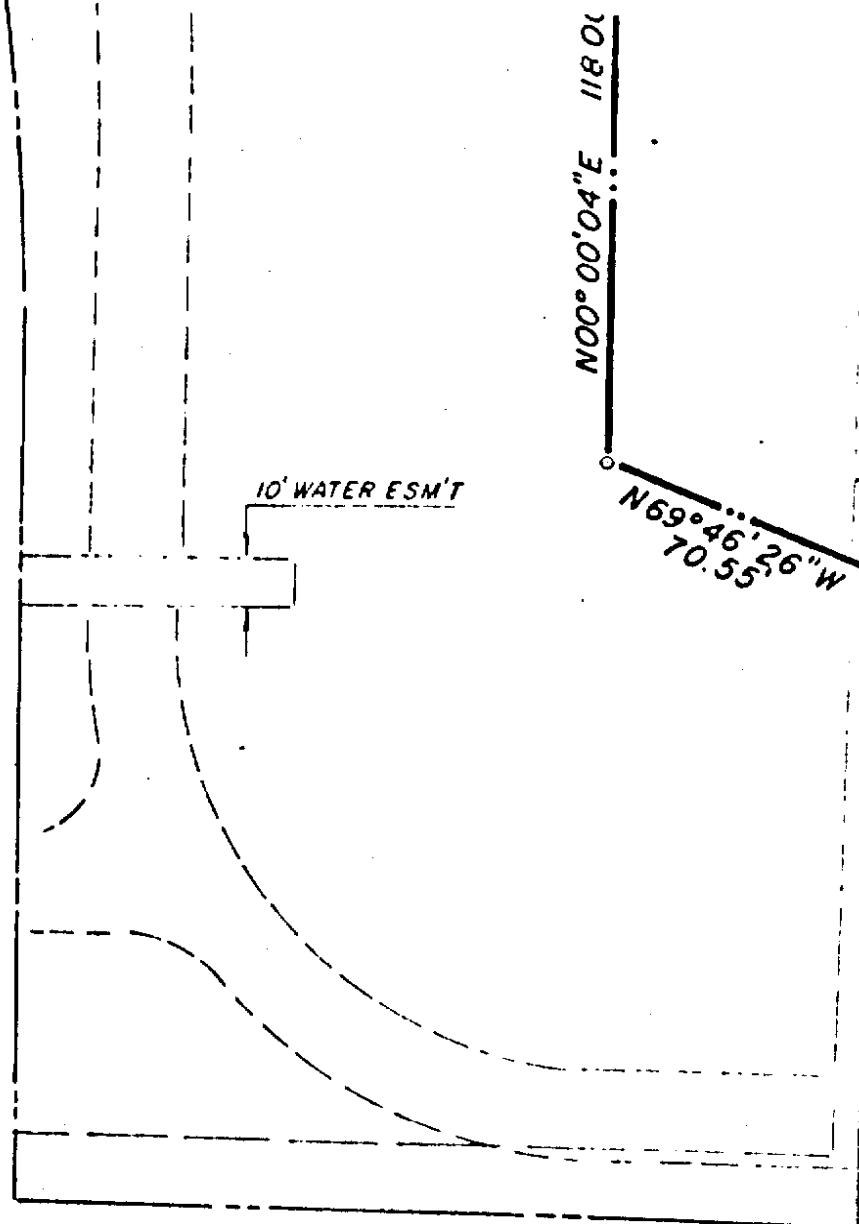
X" E a distance of 196.52 feet to an iron rod set for corner,
the rod also being the beginning of a curve to the left;

id curve to the left having a central angle of $05^{\circ}41'44''$, a
radius of 800.00 feet and an arc length of 79.53 feet to an iron rod
corner;

*D = 2° 49' 46" N
R = 405.00'
L = 20.00'
T = 10.00'*

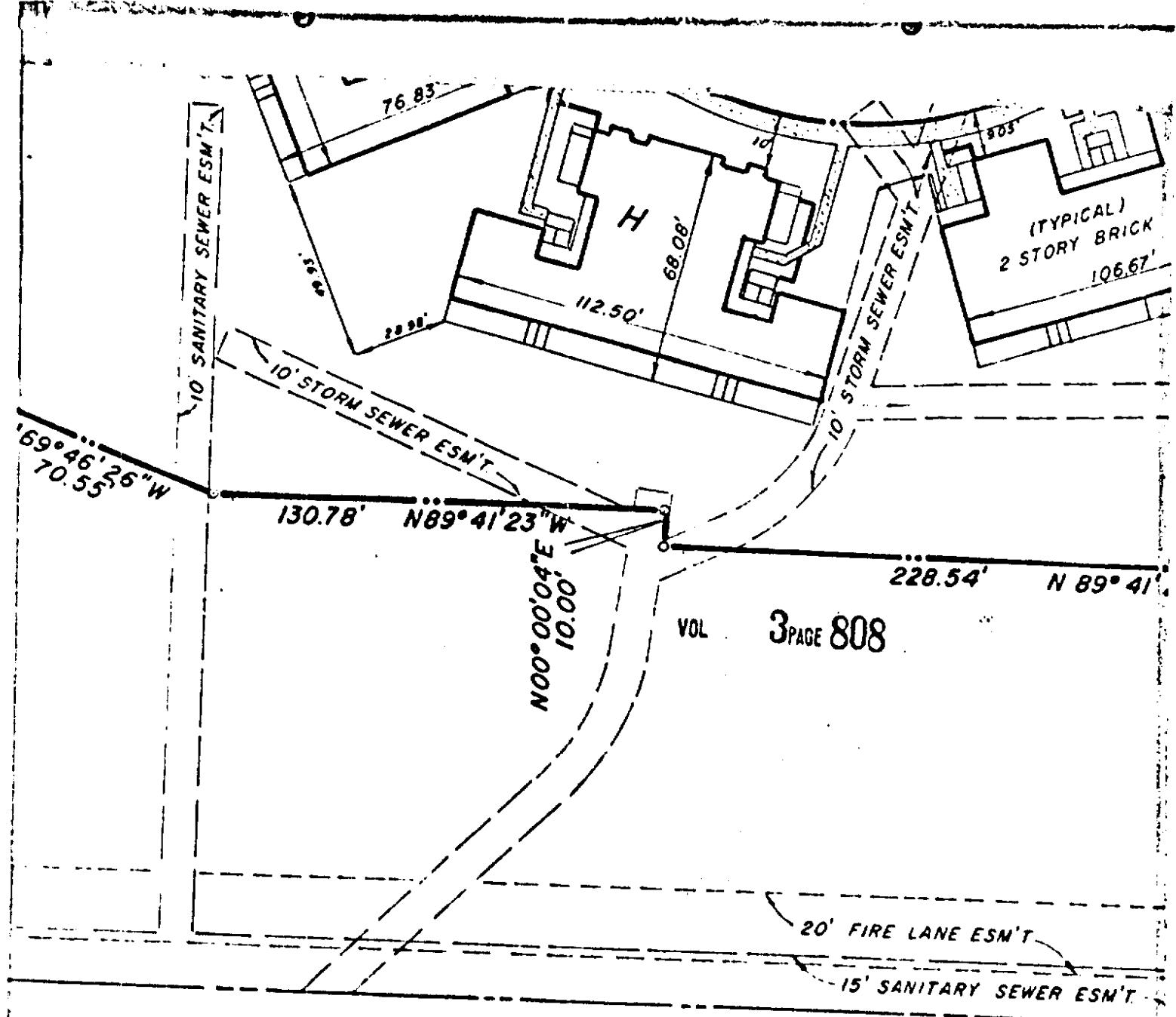
VOL 3 PAGE 807

HUNNINGTON 50' ROW



NOTE: ALL EASEMENTS SHOWN ARE FILED IN
PAGE 346 PLAT RECORDS, COLLIN COUN

NO PARKING STRIPES ARE EXISTING
MARCH 29, 1983.



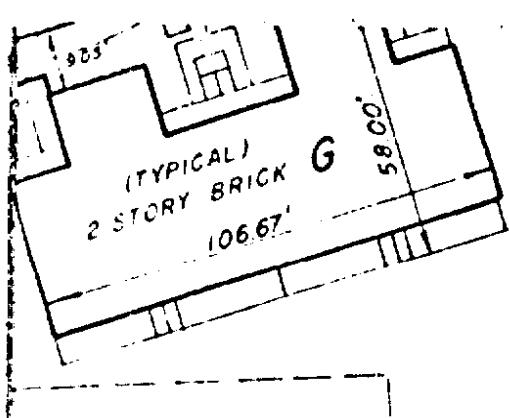
PARK

BLVD.

RE FILED IN CABINET C
COLLIN COUNTY, TEXAS.

E EXISTING AS OF

EXHIBIT "B"



54' N 89° 41' 23" W

10' SANITARY SEWER ESM'T

S 4° 19' 40.08" W

2

VOL

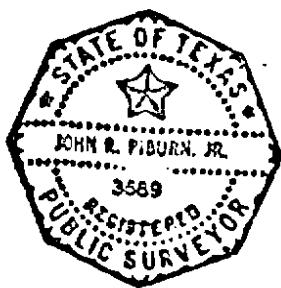
3 PAGE 809

LINE ESM'T

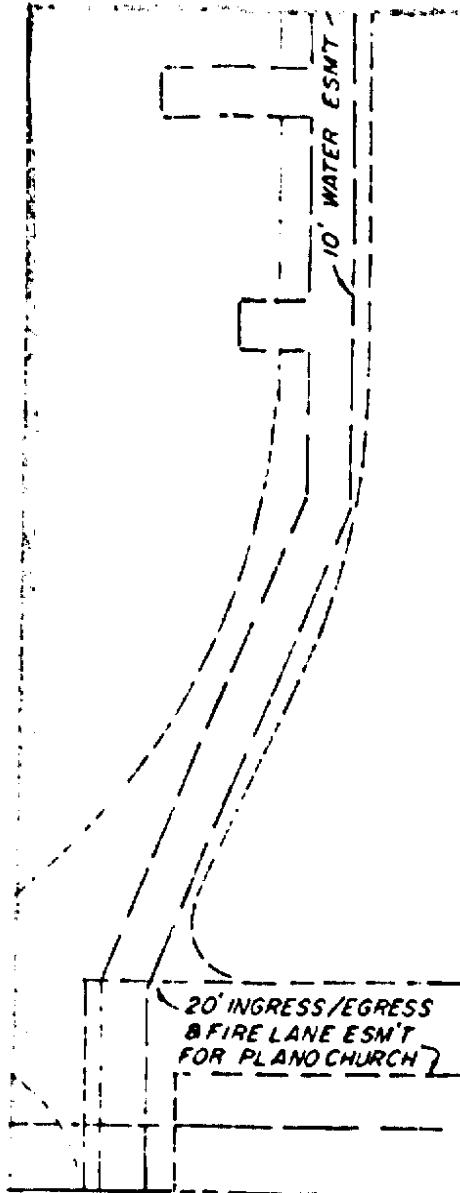
SANITARY SEWER ESM'T

BLVD.

I, John R. Piburn, Jr., do hereby certify that this survey was under my personal supervision and that the plat hereon is a true and accurate representation of the property as determined by survey dimensions, and corners of said property being as indicated by the survey. There are no visible easements, encroachments, conflicts or problems as shown.




John R. Piburn, Jr.
R.P.S. No. 3689



THENCE along said East line of Huntington

N 75°00'04" E a distance of 196.52
said iron rod also being the begin-

Along said curve to the left havin
radius of 800.00 feet and an arc 1
set for corner;

THENCE S 14°59'56" E departing said South
137.06 feet to an iron rod set for corner
a curve to the left;

THENCE along said curve to the left havin
116.00 feet and an arc length of 334.06 f

THENCE N 00°00'04" E a distance of 32.91

THENCE S 89°59'56" E a distance of 117.63

THENCE S 00°03'37" W a distance of 212.00

THENCE S 44°04'08" W a distance of 79.40

THENCE N 89°41'23" W a distance of 228.54

THENCE N 00°00'04" E a distance of 10.00

THENCE N 89°41'23" W a distance of 130.78

THENCE N 69°46'26" W a distance of 70.55

THENCE N 00°00'04" E a distance of 118.00

THENCE N 89°59'56" W a distance of 137.00
in the East line of Huntington Drive, said
curve to the left;

THENCE along said East line of Huntington

Along said curve to the left having
radius of 405.00 feet and an arc 1
set for corner;

N 14°59'56" W a distance of 92.68 f
containing 2.790 acres of land, more

is survey was made by me or
con is a true, correct and
ined by survey. The lines,
indicated by the plat.
nflicts or protrusions except

VOL 3 PAGE 810

John, Jr.
3689

REVISED 5-04-83
REVISED 4-28-83

DESIGN	0

§ East line of Huntington Drive the following:

¶ E a distance of 196.52 feet to an iron rod set for corner, said iron rod also being the beginning of a curve to the left;

¶ curve to the left having a central angle of $05^{\circ}41'44''$, a radius of 100.00 feet and an arc length of 79.53 feet to an iron rod corner;

¶ E departing said South line of Devonshire Drive a distance of 100.00 feet to an iron rod set for corner, said iron rod also being the beginning of a curve to the left;

¶ curve to the left having a central angle of $165^{\circ}00'13''$, a radius of 334.06 feet and an arc length of 334.06 feet to an iron rod set for corner;

¶ E a distance of 32.91 feet to an iron rod set for corner;

¶ E a distance of 117.63 feet to an iron rod set for corner;

¶ W a distance of 212.00 feet to an iron rod set for corner;

¶ W a distance of 79.40 feet to an iron rod set for corner;

¶ W a distance of 228.54 feet to an iron rod set for corner;

¶ E a distance of 10.00 feet to an iron rod set for corner;

¶ W a distance of 130.78 feet to an iron rod set for corner;

¶ W a distance of 70.55 feet to an iron rod set for corner;

¶ E a distance of 118.00 feet to an iron rod set for corner;

¶ W a distance of 137.00 feet to an iron rod set for corner situated of Huntington Drive, said iron rod also being the beginning of a curve to the left;

§ East line of Huntington Drive the following:

¶ curve to the left having a central angle of $02^{\circ}49'46''$, a radius of 405.00 feet and an arc length of 20.00 feet to an iron rod corner;

¶ W a distance of 92.68 feet to the POINT OF BEGINNING and .2.790 acres of land, more or less.

VOL 3 PAGE 811

PHASE II

COMPLETION SURVEY

COBBLESTONE CONDOMINIUMS

PLANO, TEXAS



BROCKETTE / DAVIS / DRAKE, INC.

CONSULTING ENGINEERS

CIVIL

STRUCTURAL

SURVEYING

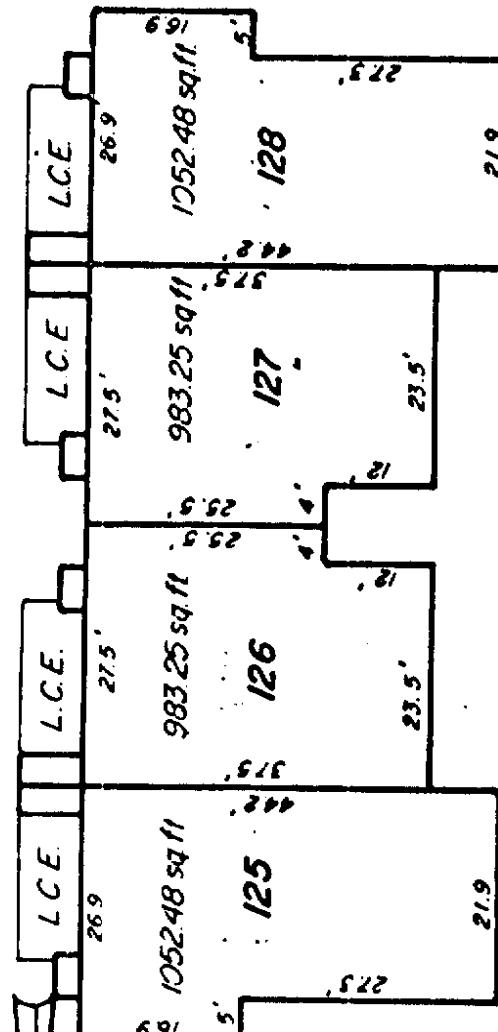
1000 CARRIE STREET

DALLAS, TEXAS 75201

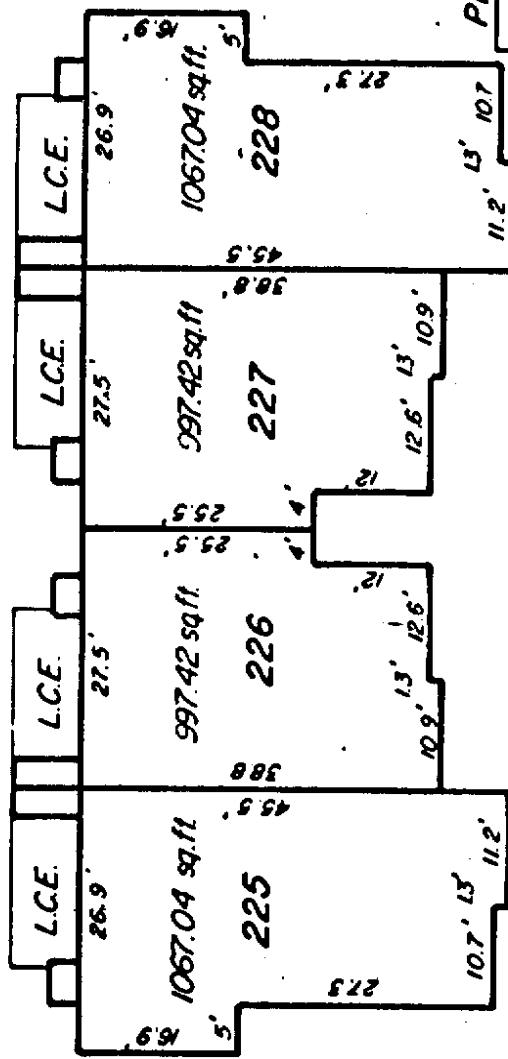
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
	JS	3-3082	1"=40'		S	8221

EXHIBIT "B"

VOL 3 PAGE 812



BUILDING "F"-FIRST FLOOR



BUILDING "F"-SECOND FLOOR

PHASE II 3120 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

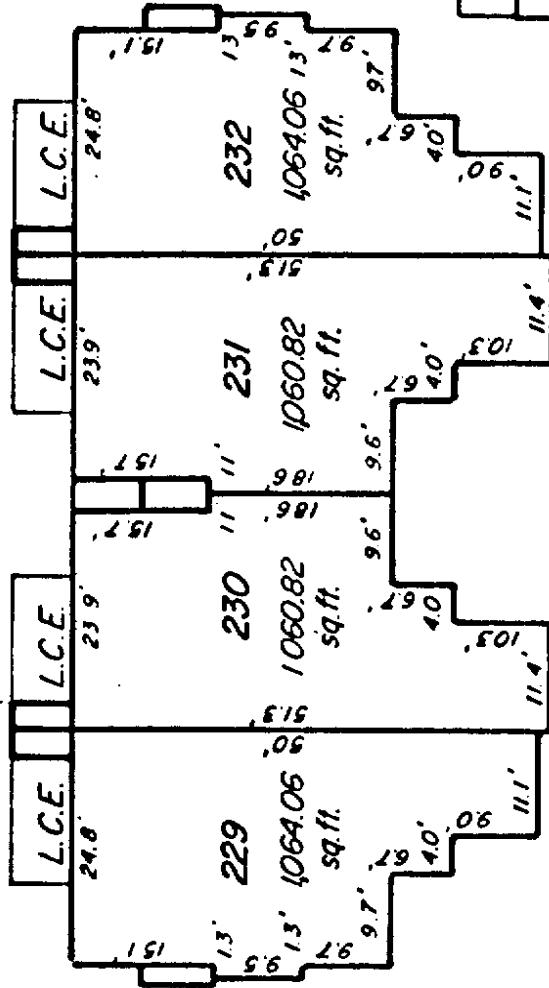
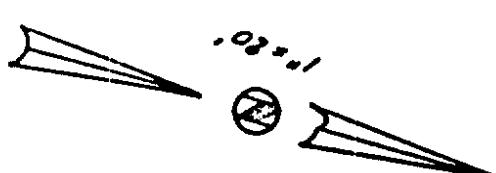
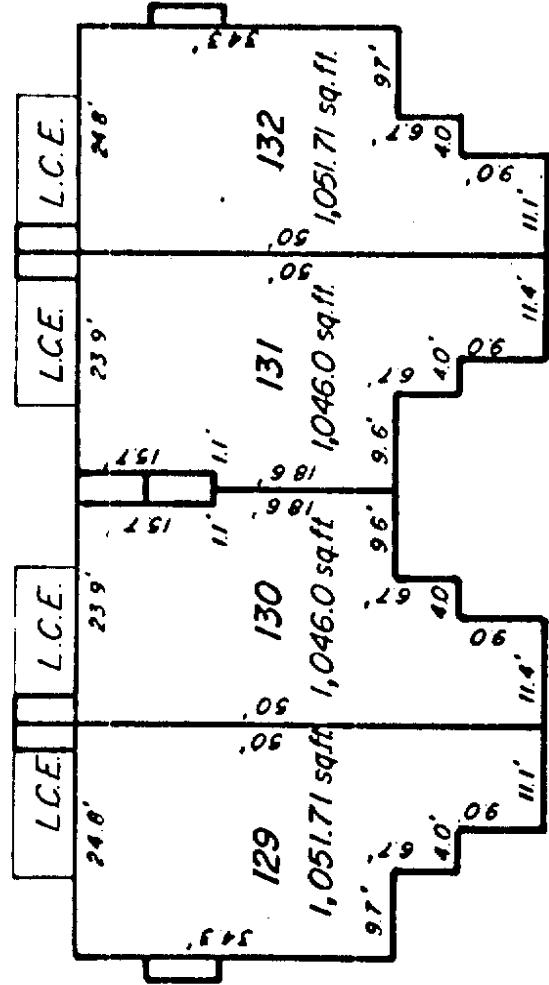
JACK R. DAVIS
BD & associates, inc.
consulting civil engineers & surveyors
2901 Carlisle Street
Dallas, Texas 75204

L.C.E. - Limited Common Element

EXHIBIT "B"

VOL 3 PAGE 813

BUILDING "G" FIRST FLOOR



BUILDING "G" SECOND FLOOR

PHASE II 3/20 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

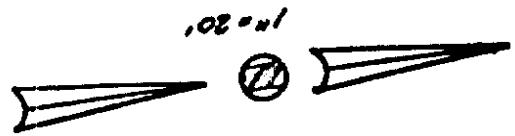
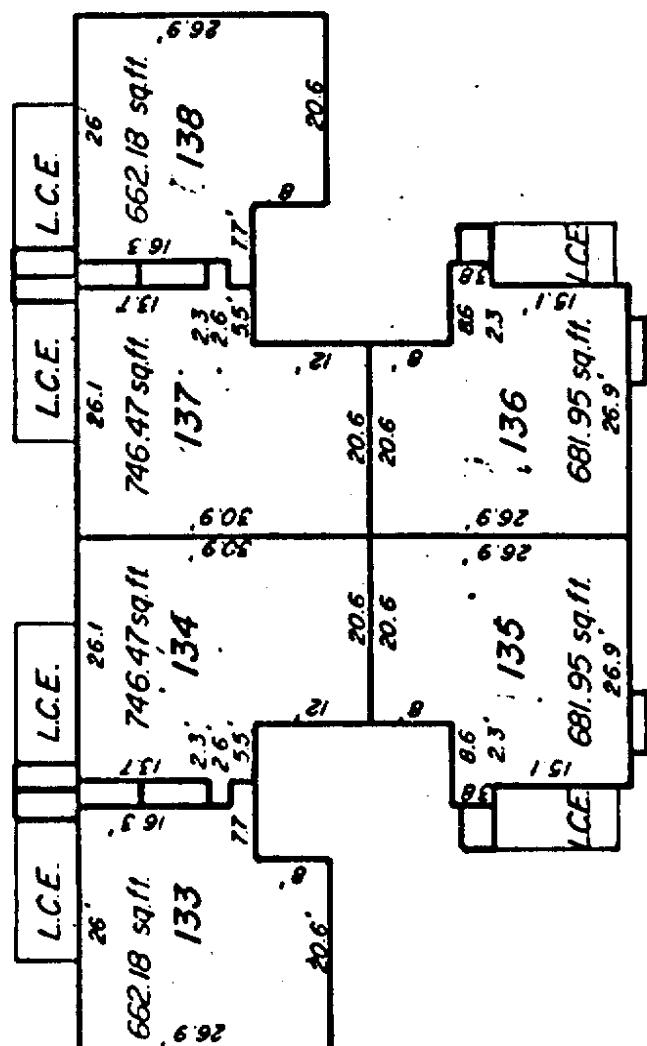
JACK R. DAVIS
& associates, inc.

consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

L.C.E - Limited Common Element

EXHIBIT "B"

VOL 3 PAGE 814



BUILDING "H" - FIRST FLOOR

PHASE II 3140 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
B
D & associates, inc.

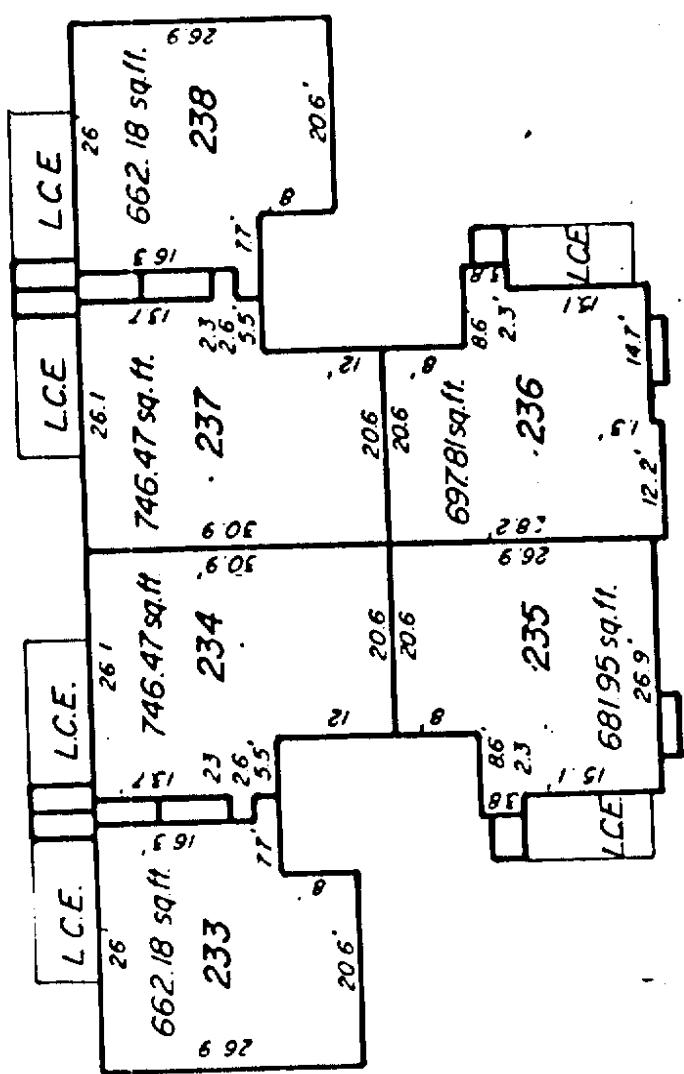
consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

L.C.E. - Limited Common Element

EXHIBIT "B"

VOL

3 PAGE 815



BUILDING "H" - SECOND FLOOR

PHASE II 3/40 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
D & associates, inc.

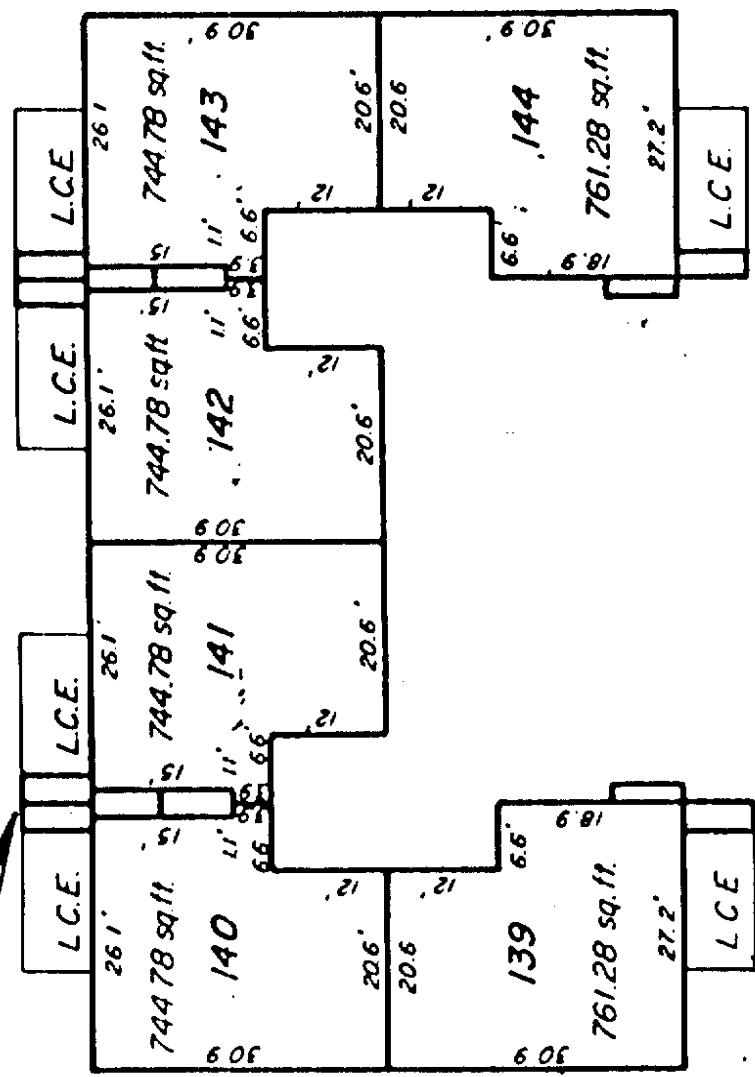
consulting civil engineers & surveyors
2902 Carlisle Street
Dallas, Texas 75204

L.C.E. - Limited Common Element

EXHIBIT "B"

VOL

3 PAGE 816



BUILDING "I" - FIRST FLOOR

PHASE II 3140 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

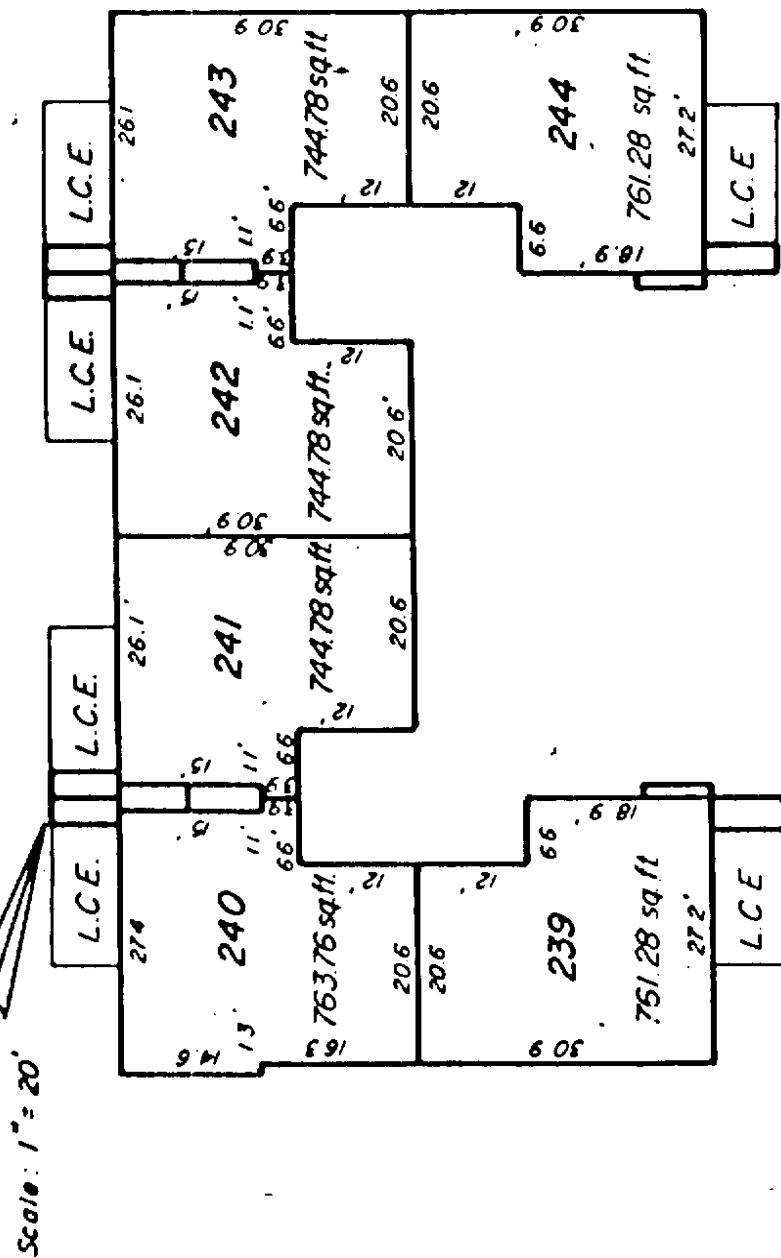
JACK R. DAVIS
& associates, inc.
consulting civil engineers & surveyors

2902 Carlisle Street Dallas, Texas 75204

L.C.E. - Limited Common Element

EXHIBIT "B"

VOL 3 PAGE 817



BUILDING #1 - SECOND FLOOR

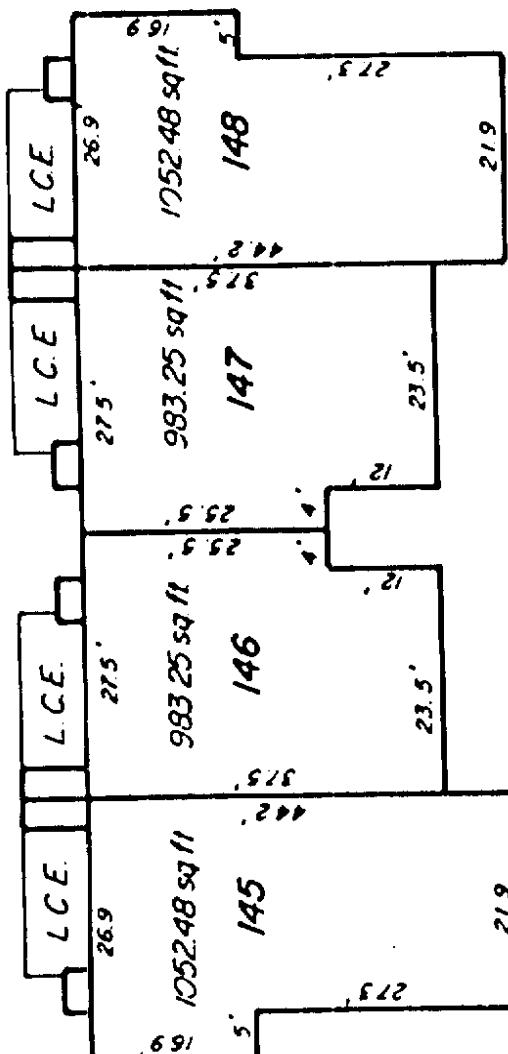
3140 DEVONSHIRE
PHASE II
COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
& associates, inc.
consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

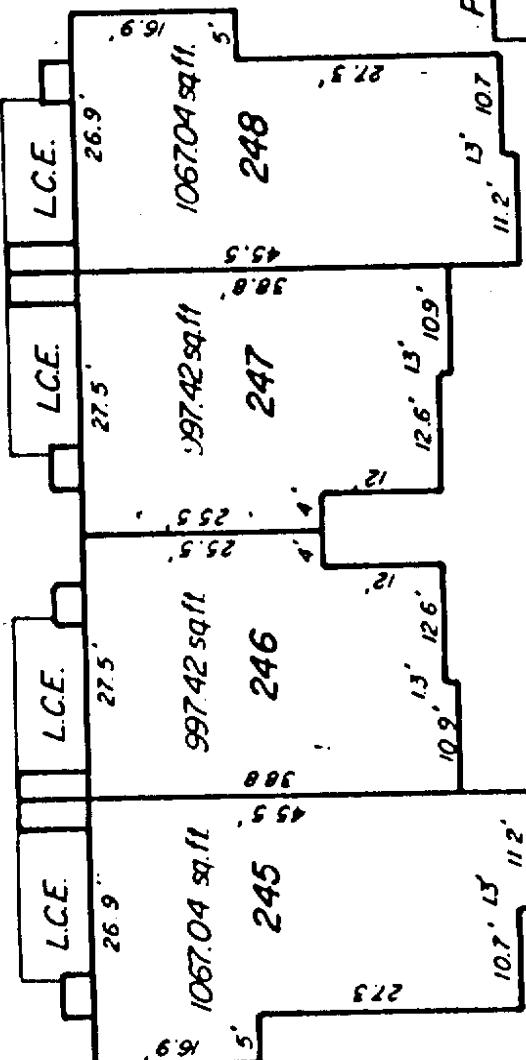
L.C.E. - Limited Common Element

EXHIBIT "B"

VOL 3 PAGE 818



BUILDING "J" - FIRST FLOOR



BUILDING "J" - SECOND FLOOR

CABLE ESTIMATE COMMUNIUMS

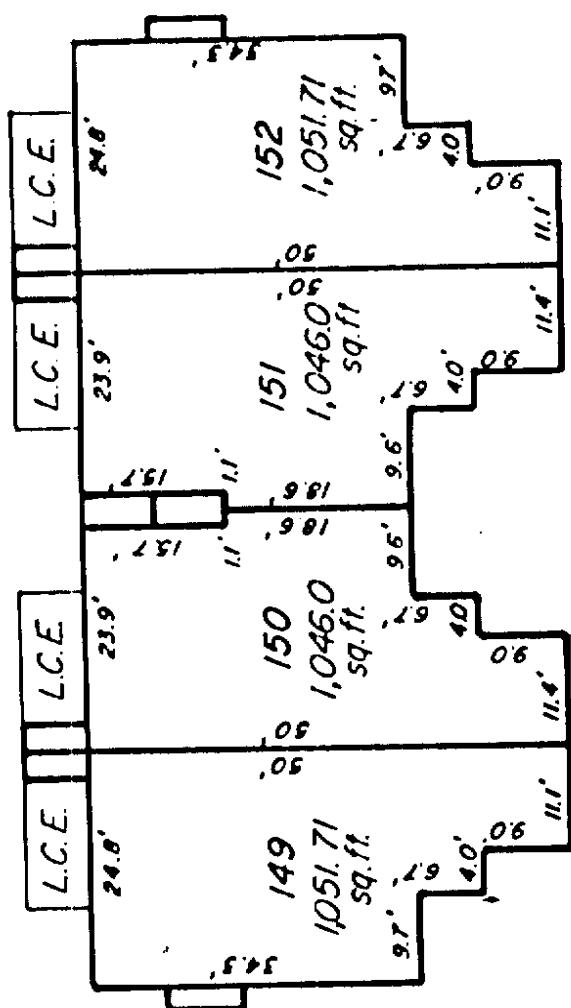
BD & associates, inc.
consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

L.C.E. - Limited Common Element

EXHIBIT "B"

VOL

3 PAGE 819



BUILDING "K" / STORY

PHASE II 2000 HUNTINGTON
COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
 & associates, inc.

consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

L.C.E - Limited Common Element

EXHIBIT "C"

COBBLESTONE CONDOMINIUMS

VOL

3 PAGE 820

PHASES I & II COMBINED

Percentage of Undivided Shares in the Common Elements,
Votes and Common Expense Shares Appurtenant to Each Unit.

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3100 Devonshire	101	A	1	H-c	1.18
"	102	A	1	H-b	1.18
"	103	A	1	H-b	1.18
"	104	A	1	H-c	1.18
"	105	B	1	S-c	1.25
"	205	B	2	S-d	1.26
"	106	B	1	H-a	1.18
"	206	B	2	H-b	1.18
"	107	B	1	H-a	1.18
"	207	B	2	H-b	1.18
"	108	B	1	S-c	1.25
"	208	B	2	S-d	1.26
"	109	C	1	R-a	1.25
"	209	C	2	R-b	1.26
"	110	C	1	H-a	1.18
"	210	C	2	H-b	1.18
"	111	C	1	H-a	1.18
"	211	C	2	H-b	1.18
"	112	C	1	R-a	1.25
"	212	C	2	R-b	1.26
3110 Devonshire	113	D	1	A	.79
"	213	D	2	A	.79
"	114	D	1	C-c	.89
"	214	D	2	C-c	.89
"	115	D	1	B-a	.81
"	215	D	2	B-s	.81
"	116	D	1	B-a	.81
"	216	D	2	B-b	.81
"	117	D	1	C-c	.89
"	217	D	2	C-c	.89
"	118	D	1	A	.79
"	218	D	2	A	.79
3120 Devonshire	119	E	1	C-b	.89
"	219	E	2	C-b	.89
"	120	E	1	C-a	.89
"	220	E	2	C-d	.89
"	121	E	1	C-a	.89
"	221	E	2	C-a	.89
"	122	E	1	C-a	.89
"	222	E	2	C-a	.89
"	123	E	1	C-a	.89
"	223	E	2	C-a	.89
"	124	E	1	C-b	.89
"	224	E	2	C-b	.89

continued...

Exhibit "C" - Page 2
 Cobblestone Condominium - Phases I & II Combined

VOL 3 PAGE 821

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN/TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3120 Devonshire	125	F	1	R-a	1.25
"	225	F	2	R-b	1.26
"	126	F	1	H-a/c	1.18
"	226	F	2	H-b	1.18
"	127	F	1	H-a/c	1.18
"	227	F	2	H-b	1.18
"	128	F	1	R-a	1.25
"	228	F	2	R-b	1.26
"	129	G	1	S-c	1.25
"	229	G	2	S-d	1.26
"	130	G	1	S-a	1.25
"	230	G	2	S-b	1.26
"	131	G	1	S-a	1.25
"	231	G	2	S-b	1.26
"	132	G	1	S-c	1.25
"	232	G	2	S-d	1.26
3140 Devonshire	133	H	1	A	.79
"	233	H	2	A	.79
"	134	H	1	C-c	.89
"	234	H	2	C-c	.89
"	135	H	1	B-a	.81
"	235	H	2	B-a	.81
"	136	H	1	B-a	.81
"	236	H	2	B-a	.81
"	137	H	1	C-c	.89
"	237	H	2	C-c	.89
"	138	H	1	A	.79
"	238	H	2	A	.79
"	139	I	1	C-b	.89
"	239	I	2	C-b	.89
"	140	I	1	C-a	.89
"	240	I	2	C-d	.89
"	141	I	1	C-a	.89
"	241	I	2	C-a	.89
"	142	I	1	C-a	.89
"	242	I	2	C-a	.89
"	143	I	1	C-a	.89
"	243	I	2	C-a	.89
"	144	I	1	C-b	.89
"	244	I	2	C-b	.89
"	145	J	1	R-a	1.25
"	245	J	2	R-b	1.26
"	146	J	1	H-a/c	1.18
"	246	J	2	H-b	1.18
"	147	J	1	H-a/c	1.18
"	247	J	2	H-b	1.18
"	148	J	1	R-a	1.25
"	248	J	2	R-b	1.26

continued...

Exhibit "C" - Page 3

Cobblestone Condominium - Phases I & II Combined

VOL

3 PAGE 822

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
2000 Huntington	149	K	1	S-c	1.25
"	150	K	1	S-a	1.25
"	151	K	1	S-a	1.25
"	152	K	1	S-c	1.25

TOTAL: PHASES I & II COMBINED

100.00%

<u>PLAN TYPE</u>	<u>% OWNERSHIP PER UNIT</u>	<u>TYPICAL INTERIOR SQ.FT.</u>	<u>NO. UNITS</u>	<u>SQ.FT. BY PLAN TYPE</u>
ALCOTT: A	.79	662.18	8	5,297.44
BEDFORD:				
B-a	.81	681.95	6	4,091.70
B-b	.81	697.81	2	1,395.62
CONCORD:				
C-a	.89	744.78	14	10,426.92
C-b	.89	761.28	8	6,090.24
C-c	.89	746.47	8	5,971.76
C-d	.89	763.76	2	1,527.52
HAWTHORNE:				
H-a/c	1.18	983.25	10	9,832.55
H-b	1.18	997.42	10	9,974.20
ROXBURY:				
R-a	1.25	1052.48	6	6,314.88
R-b	1.26	1067.04	6	6,402.24
SALEM:				
S-a	1.25	1046.00	4	4,184.00
S-b	1.26	1060.82	2	2,121.64
S-c	1.25	1051.71	6	6,310.26
S-d	1.26	1064.06	4	4,256.24
TOTALS - PHASES I & II COMBINED			96 UNITS	84,197.21 TOTAL SQ.FT.

FILED FOR RECORD 9th DAY OF May A.D. 1983, at M.
RECORDED 10th DAY OF May A.D. 1983.
HELEN STARNES, COUNTY CLERK, COLLIN COUNTY, TEXAS.
BY: Barbara Spence DEPUTY.

SUPPLEMENTAL DECLARATION
OF MERGER AND ANNEXATION
20437 FOR VOL 3 PAGE 799
COBBLESTONE CONDOMINIUM
PHASE II

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION is made on the date set forth below by T. F. STONE COMPANIES, INC., a Texas corporation, hereinafter called "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain property in the County of Collin, State of Texas, which is more particularly described on the attached Exhibit "A", and

WHEREAS, by a Condominium Declaration, hereinafter called "Declaration", recorded on March 16, 1983, in Volume 3, Page 383, of the Condominium Records of Collin County, Texas, the Declarant therein restricted COBBLESTONE CONDOMINIUM, PHASE I, consisting of forty-four (44) Units, to Condominium ownership; and

WHEREAS, by a First Amendment to Condominium Declaration for COBBLESTONE CONDOMINIUM, filed March 30, 1983, and recorded in Volume 3, Page 443, of the Condominium Records of Collin County, Texas, said Declaration was amended; and

WHEREAS, the above referenced Declaration provides in Paragraph 2.10 that the Declarant may annex additional property to COBBLESTONE CONDOMINIUM, PHASE I, as defined therein; and

WHEREAS, the Declarant is desirous of annexing and merging the adjoining tract described as PHASE II in the Declaration on which exist fifty-two (52) Units;

NOW THEREFORE, Declarant hereby declares that all of the Property described above as PHASE II in the Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration for COBBLESTONE CONDOMINIUM, PHASE I, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described above. The said easements, restrictions, covenants and conditions shall run with the above described

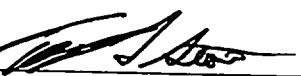
Property and shall be binding on all parties having or acquiring any right, title or interest in the said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner and lessee thereof.

The Property described in the Plat of COBBLESTONE CONDOMINIUM, as PHASE II, which Plat is attached hereto as Exhibit "B", shall become a part of the regime, as defined in the Declaration, and the fifty-two (52) Units shown on the Plat of PHASE II, shall become Units, as defined in the Declaration, and from and after the filing hereof, COBBLESTONE CONDOMINIUM, PHASE II shall be a part of the regime as if it had been originally described in the Declaration and the percentage or fraction of ownership interest in the Common Areas is hereby reallocated and established among the total of ninety-six (96) Units as set out in Exhibit "C", attached hereto.

This Supplemental Declaration of Merger and Annexation may be amended by Declarant without joinder of any Unit Owner or Mortgagee in order to correct errors and discrepancies in said document or to comply with the requirements of the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other permanent lender approved by the Declarant; provided, however, that no vested property rights of any Unit Owner shall be materially affected.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand and seal this 5th day of May, A.D., 1983.

T. F. STONE COMPANIES, INC.

By: 

ATTEST:

Secretary

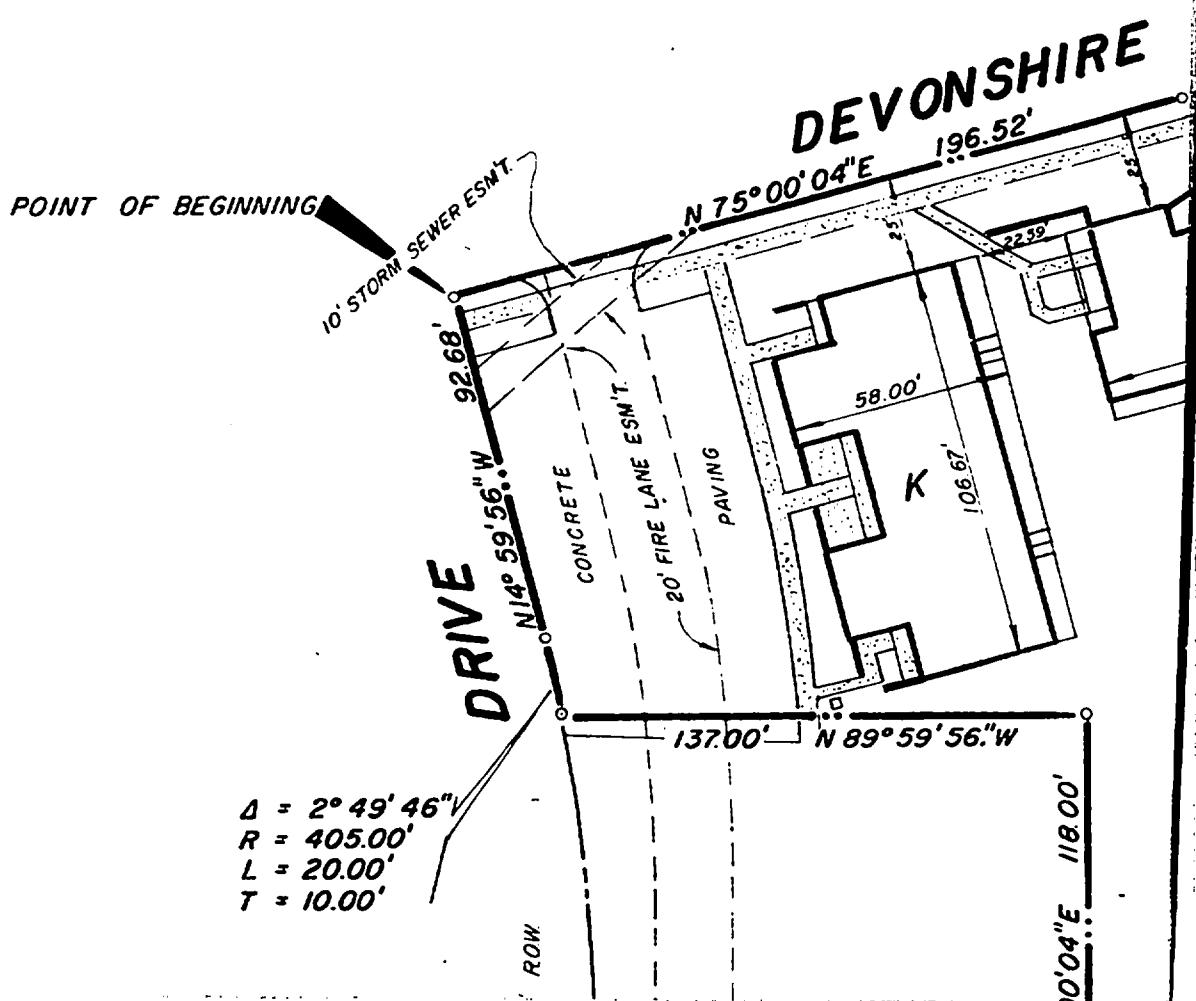
THE STATE OF TEXAS §
COUNTY OF COLLIN §

VOL 3 PAGE 801

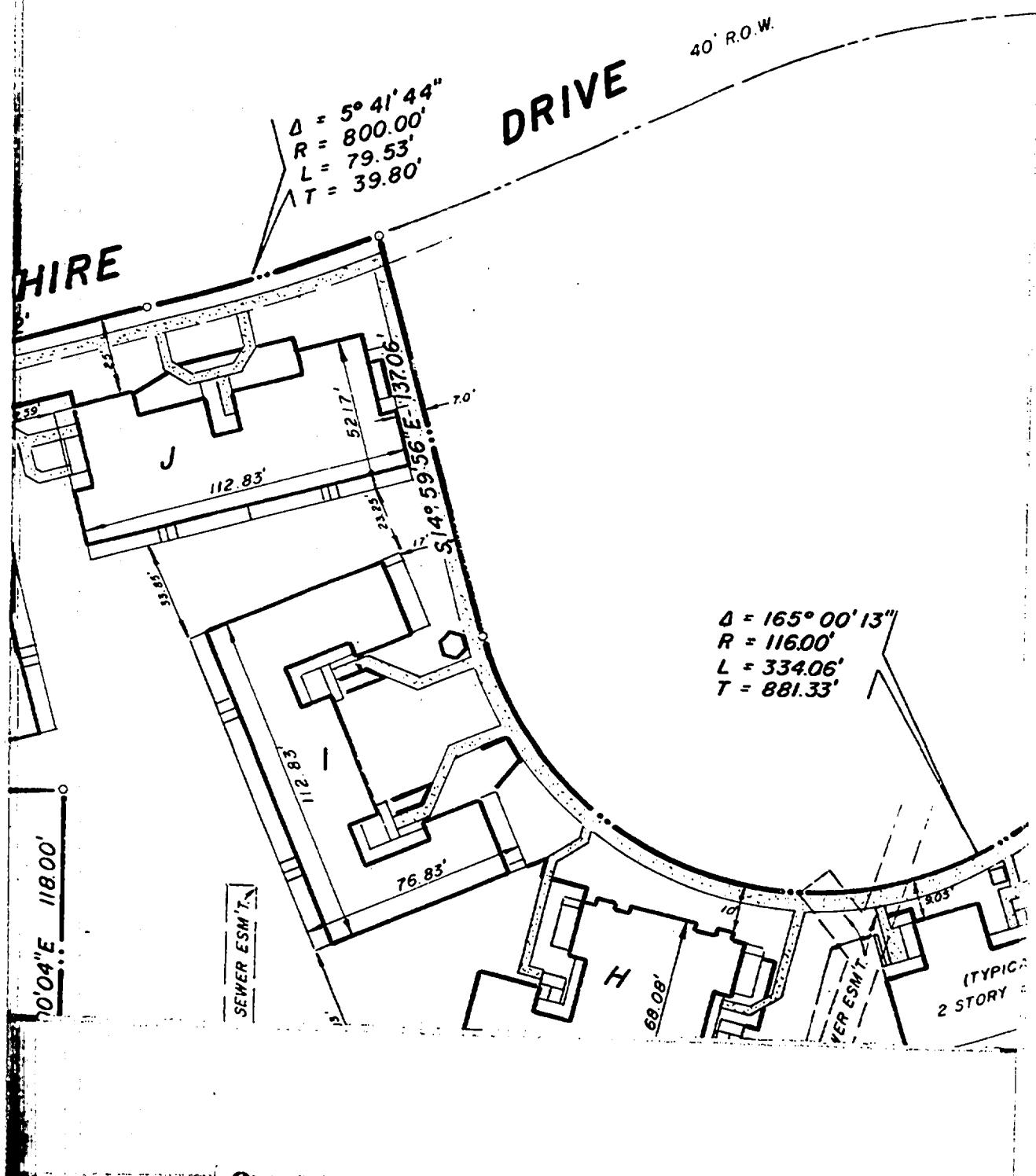
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Tommy G. Storie, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5th day
of May, A.D., 1983.

Robert W. DeHaan
Notary Public in and for
The State of Texas
My Commission Expires: 12-10-85

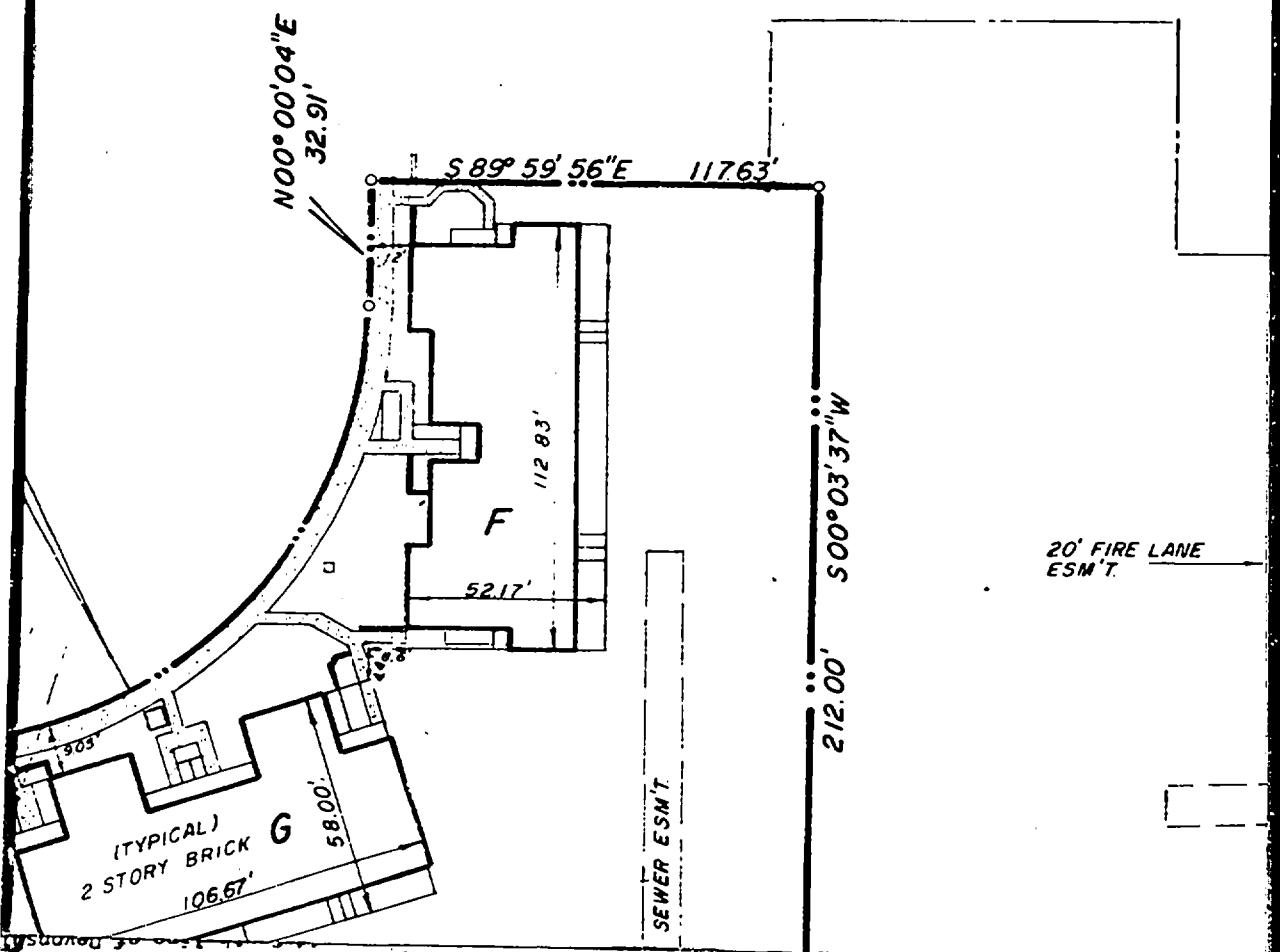


VOL 3 PAGE 803

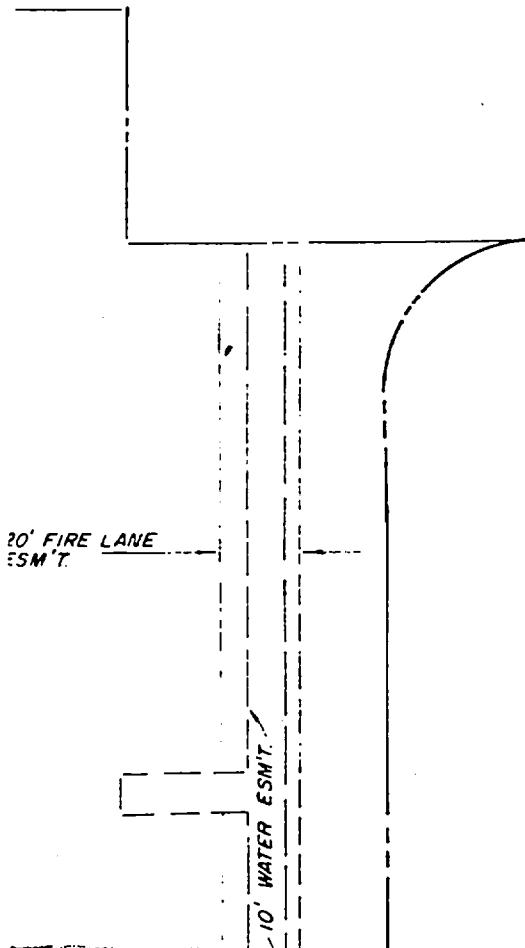


VOL 3 PAGE 804

PH



PHASE I



BEING a tract of land situated in
No. 672 and also being part of L
Cabinet C, Page 346. Plat Record
described as follows:

BEGINNING at an iron rod set for
line of Devonshire Drive (a 40'
50' R.O.W.);

THENCE along said East line of

N 75°00'04" E a distance
said iron rod also being

Along said curve to the
radius of 800.00 feet and
set for corner;

VOL 3 PAGE 806

EXHIBIT "A"

FIELD NOTE DESCRIPTION

Land situated in the Mary Catherine and Sally Owen Survey, Abstract
being part of Lot 1, Block A of Cobblestone Addition as filed in
346. Plat Records of Collin County, Texas and being more particularly
described as follows:

iron rod set for corner, situated at the intersection of the South
Drive (a 40' R.O.W.) and the East line of Huntington Drive (a

East line of Huntington Drive the following:

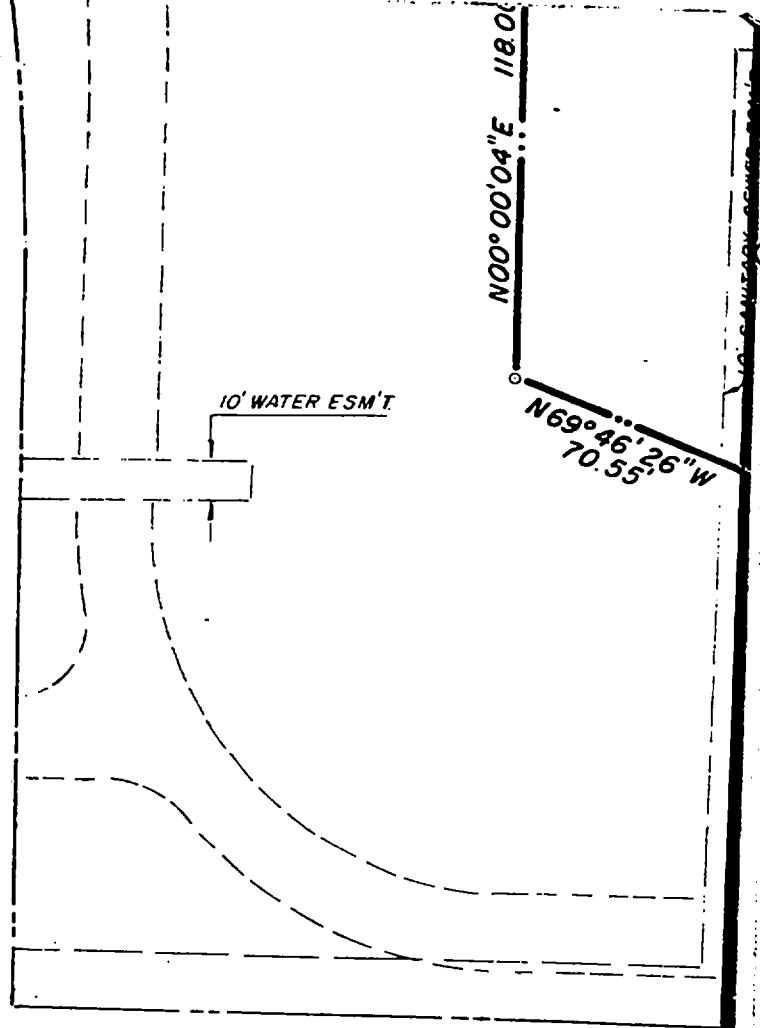
" E a distance of 196.52 feet to an iron rod set for corner,
rod also being the beginning of a curve to the left;

curve to the left having a central angle of 05°41'44", a
radius of 800.00 feet and an arc length of 79.53 feet to an iron rod
corner;

$A = 2^{\circ} 49' 46''$
 $R = 405.00'$
 $L = 20.00'$
 $T = 10.00'$

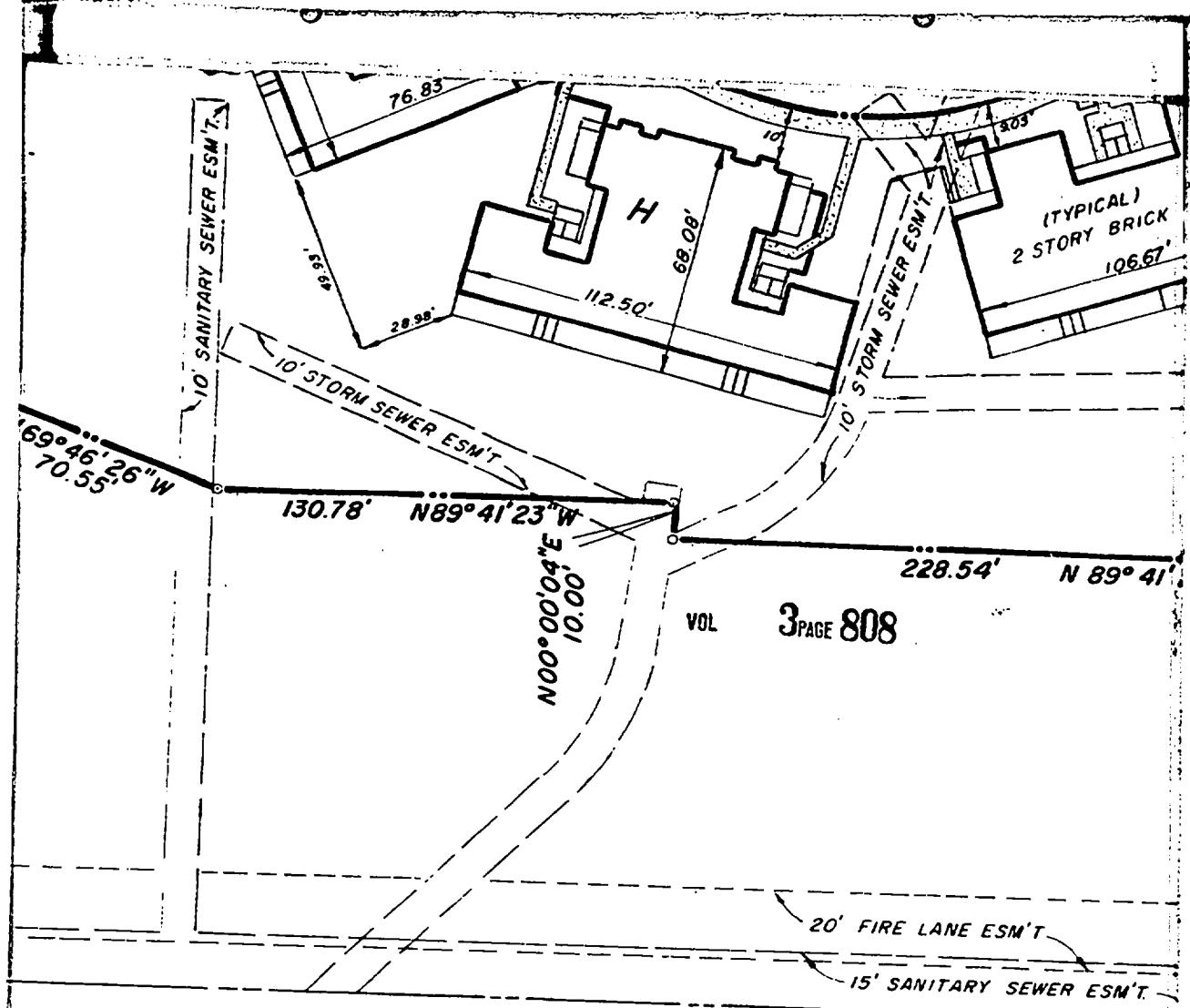
VOL 3 PAGE 807

HUNNINGTON 50' ROW



NOTE: ALL EASEMENTS SHOWN ARE FILED IN
PAGE 346 PLAT RECORDS, COLLIN COUNT

NO PARKING STRIPES ARE EXISTING
MARCH 29, 1983.



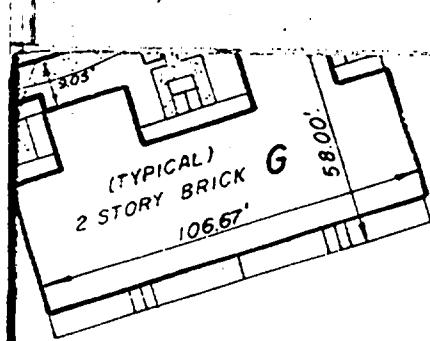
PARK

BLVD.

RE FILED IN CABINET C
COLLIN COUNTY, TEXAS.

E EXISTING AS OF

EXHIBIT "B"



54' N 89° 41' 23" W

10' SANITARY SEWER ESM'T

54° 04' 08" W
79.40

VUL

3 PAGE 809

ANE ESM'T

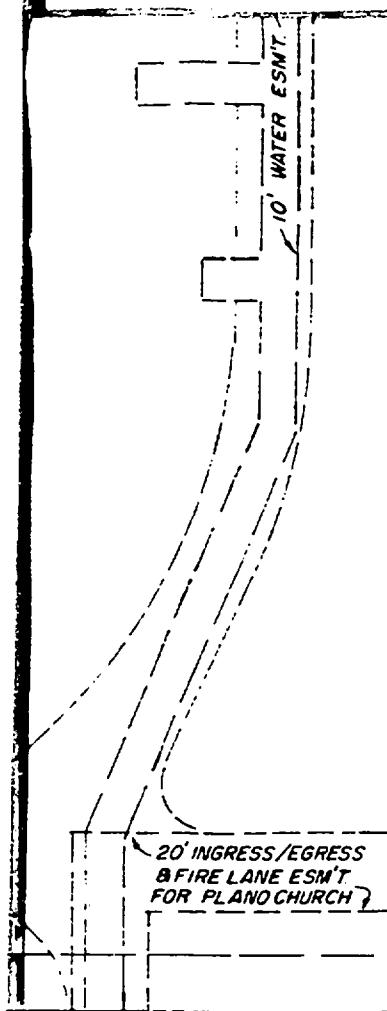
SANITARY SEWER ESM'T

BLVD.

I, John R. Piburn, Jr., do hereby certify that this survey was under my personal supervision and that the plat hereon is an accurate representation of the property as determined by survey dimensions, and corners of said property being as indicated by the survey. There are no visible easements, encroachments, conflicts or problems as shown.




John R. Piburn, Jr.
R.P.S. No. 3689



THENCE along said East line of Huntington

N 75°00'04" E a distance of 196.52
said iron rod also being the begin

Along said curve to the left having
radius of 800.00 feet and an arc
set for corner;

THENCE S 14°59'56" E departing said South
137.06 feet to an iron rod set for corner
a curve to the left;

THENCE along said curve to the left having
116.00 feet and an arc length of 334.06 f

THENCE N 00°00'04" E a distance of 32.91

THENCE S 89°59'56" E a distance of 117.63

THENCE S 00°03'37" W a distance of 212.00

THENCE S 44°04'08" W a distance of 79.40

THENCE N 89°41'23" W a distance of 228.54

THENCE N 00°00'04" E a distance of 10.00

THENCE N 89°41'23" W a distance of 130.78

THENCE N 69°46'26" W a distance of 70.55

THENCE N 00°00'04" E a distance of 118.00

THENCE N 89°59'56" W a distance of 137.00
in the East line of Huntington Drive, said
curve to the left;

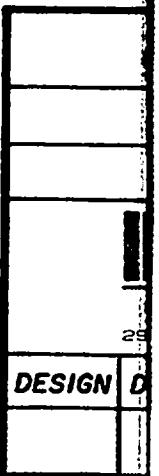
THENCE along said East line of Huntington

Along said curve to the left having
radius of 405.00 feet and an arc
set for corner;

N 14°59'56" W a distance of 92.68 f
containing 2.790 acres of land, more

Survey was made by me or
one is a true, correct and
made by survey. The lines,
indicated by the plat.
inflicts or protrusions except

VOL 3 PAGE 810



REVISED 5-04-83

REVISED 4-28-83

East line of Hunnington Drive the following:

" E a distance of 196.52 feet to an iron rod set for corner, said iron rod also being the beginning of a curve to the left;

" curve to the left having a central angle of 05°41'44", a radius of 800.00 feet and an arc length of 79.53 feet to an iron rod set for corner;

" E departing said South line of Devonshire Drive a distance of 100.00 feet to an iron rod set for corner, said iron rod also being the beginning of a curve to the left;

" curve to the left having a central angle of 165°00'13", a radius of 334.06 feet and an arc length of 334.06 feet to an iron rod set for corner;

" E a distance of 32.91 feet to an iron rod set for corner;

" E a distance of 117.63 feet to an iron rod set for corner;

" W a distance of 212.00 feet to an iron rod set for corner;

" W a distance of 79.40 feet to an iron rod set for corner;

" W a distance of 228.54 feet to an iron rod set for corner;

" E a distance of 10.00 feet to an iron rod set for corner;

" W a distance of 130.78 feet to an iron rod set for corner;

" W a distance of 70.55 feet to an iron rod set for corner;

" E a distance of 118.00 feet to an iron rod set for corner;

" W a distance of 137.00 feet to an iron rod set for corner situated of Hunnington Drive, said iron rod also being the beginning of a

East line of Hunnington Drive the following:

curve to the left having a central angle of 02°49'46", a radius of 50.00 feet and an arc length of 20.00 feet to an iron rod set for corner;

" W a distance of 92.68 feet to the POINT OF BEGINNING and 2.790 acres of land, more or less.

VOL 3 PAGE 811

PHASE II

COMPLETION SURVEY

COBBLESTONE CONDOMINIUMS

PLANO, TEXAS



BROCKETTE / DAVIS / DRAKE, INC.
CONSULTING ENGINEERS

CIVIL

STRUCTURAL

SURVEYING

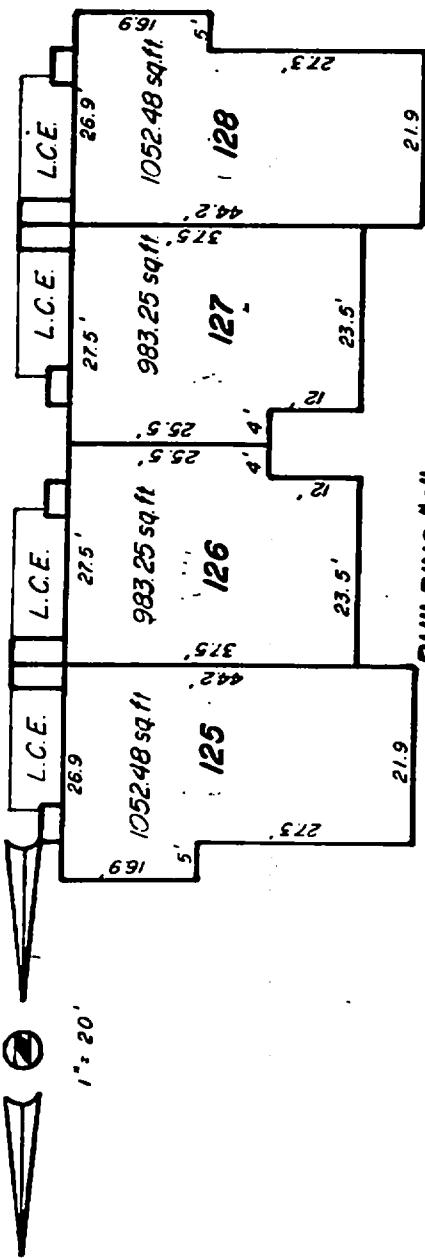
2902 CARLISLE STREET

DALLAS, TEXAS 75204

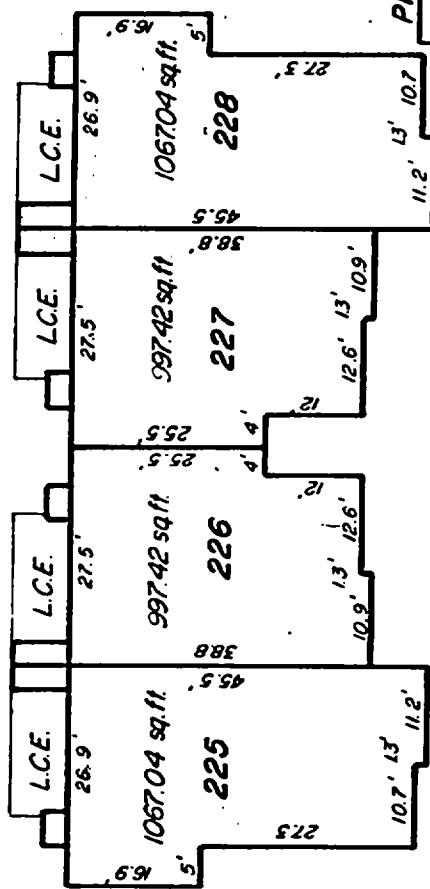
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
	JS	3-30-82	1"=40'		S	8221

EXHIBIT "B"

VOL 3 PAGE 812



BUILDING "F" - FIRST FLOOR



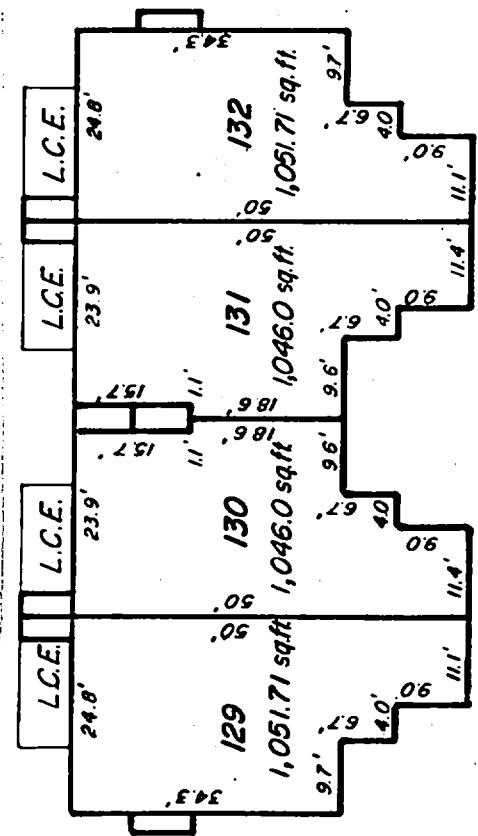
BUILDING "F" - SECOND FLOOR

PHASE II 3120 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

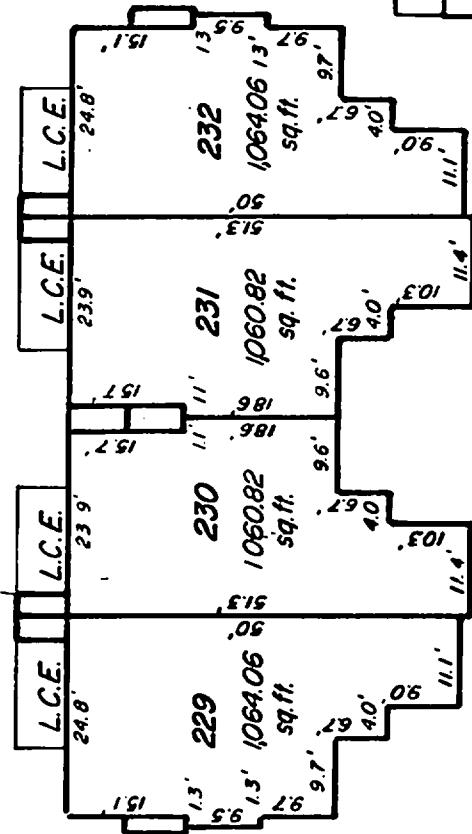
L.C.E.-Limited Common Element

EXHIBIT "B"

VOL 3 PAGE 813



BUILDING "G" FIRST FLOOR



BUILDING "G" SECOND FLOOR

PHASE II 3120 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

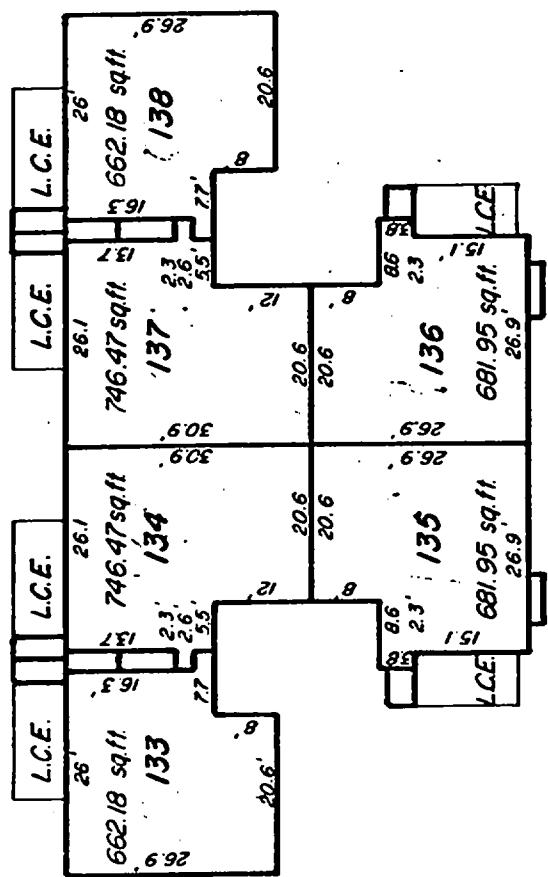
JACK R. DAVIS
& associates, inc.
consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

L.C.E. - Limited Common Element

EXHIBIT "B"

VOL.

3 PAGE 814



PHASE II 3140 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

BUILDING "H" - FIRST FLOOR

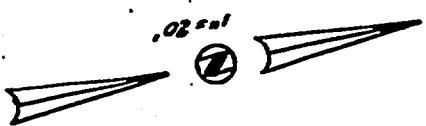
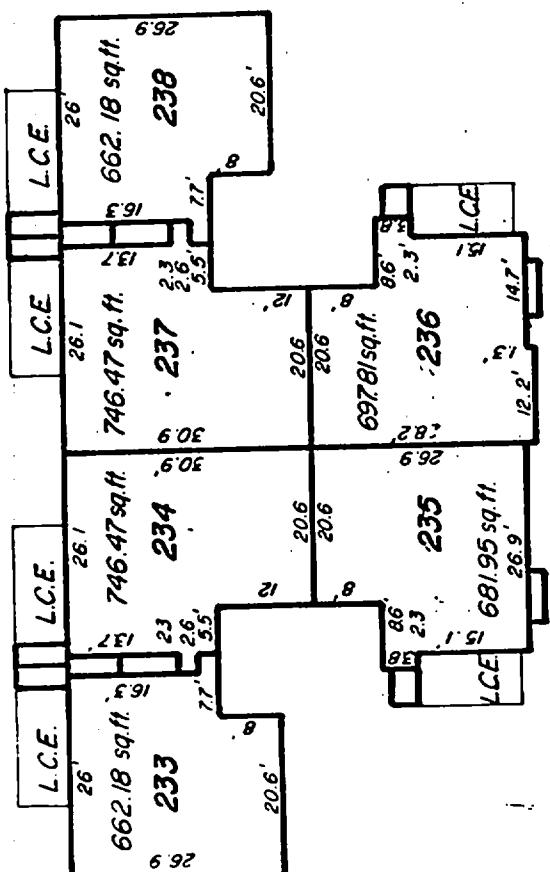
JACK R. DAVIS
BJD & associates, inc.
consulting civil engineers & sur
2902 Carlisle Street
Dallas, Texas

LCE-Limited Common Element

EXHIBIT "B"

VOL

3 PAGE 815



BUILDING "H" - SECOND FLOOR

PHASE II 3/40 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
B D & associates, inc.

consulting civil engineers & surveyors
2902 Carlisle Street
Dallas, Texas 75204

L.C.E. - Limited Common Element

EXHIBIT "B"

VOL 3 PAGE 816

BUILDING "I" - FIRST FLOOR

**PHASE II 3140 DEVONSHIRE
COBBLESTONE CONDOMINIUMS**

JACK R. DAVIS
& associates, inc.

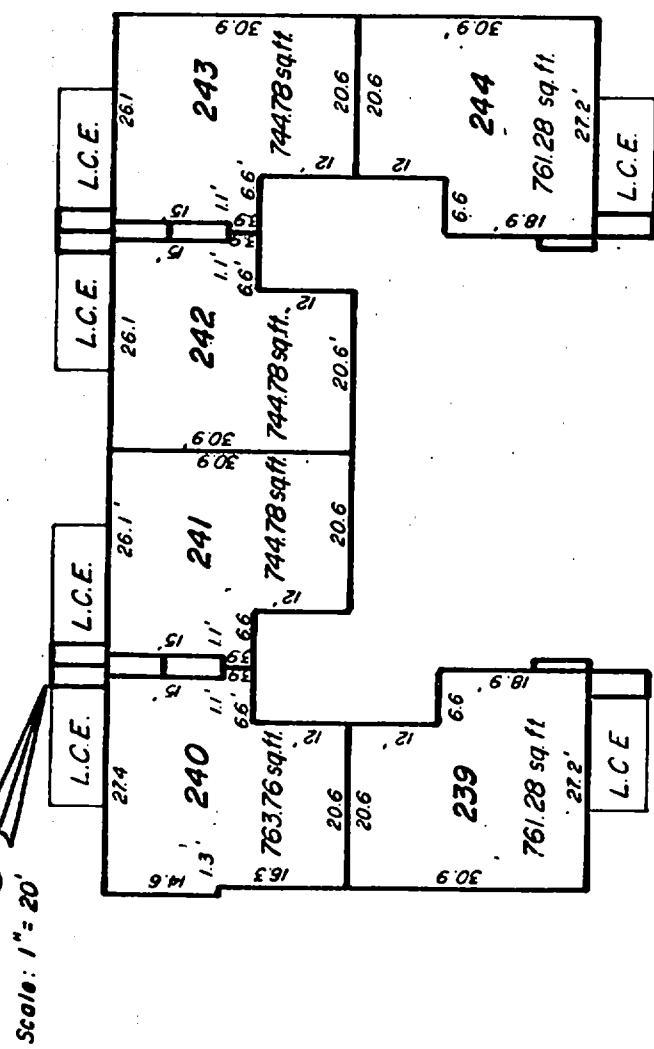
consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

L.C.E. - Limited Common Element

$$Scale: 1'' = 20'$$

EXHIBIT "B"

VOL 3 PAGE 817



BUILDING "I" - SECOND FLOOR

**PHASE II 3140 DEVONSHIRE
COBBLESTONE CONDOMINIUMS**

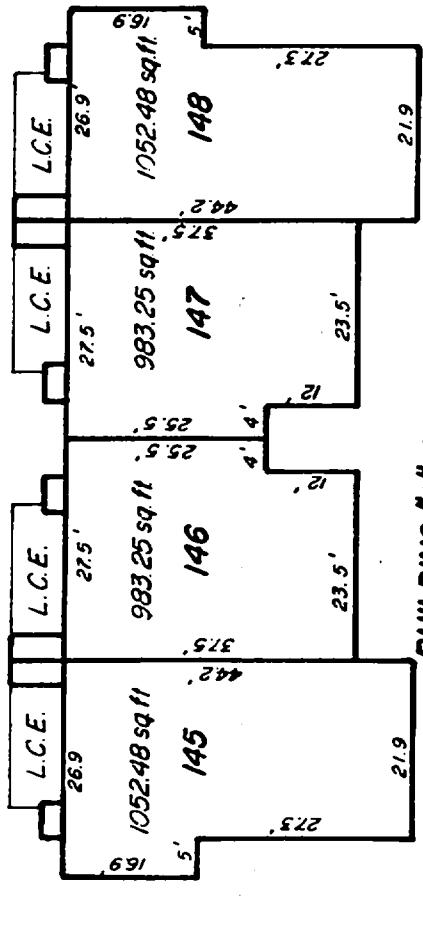
L.C.E. - Limited Common Element

EXHIBIT "B"

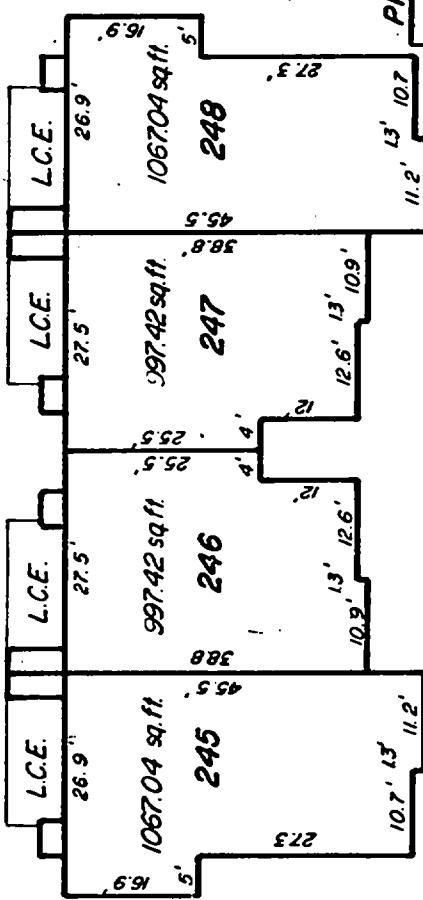
VOL

3 PAGE 818

BUILDING "J" - FIRST FLOOR



BUILDING "J" - SECOND FLOOR



PHASE II 3140 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

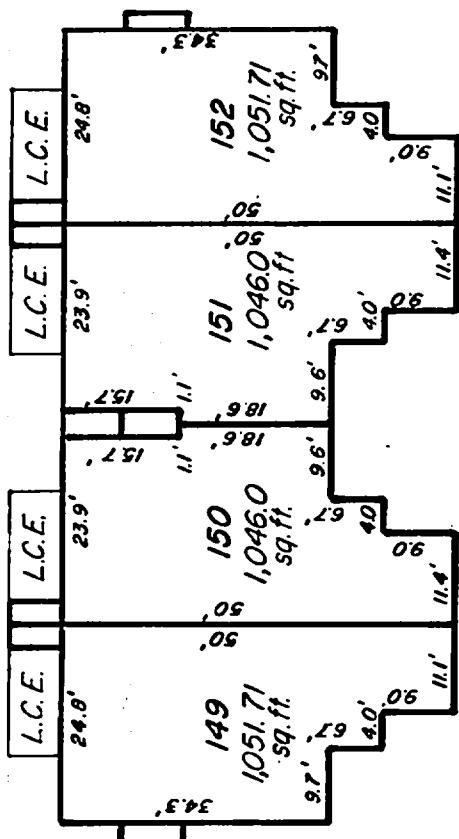
JACK R. DAVIS
JD & associates

consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

L.C.E.-Limited Common Element

EXHIBIT "B"

VOL 3 PAGE 819



BUILDING 'K' / STORY

PHASE II 2000 HUNTINGTON
COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
& associates, inc.
consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

L.C.E - Limited Common Element

EXHIBIT "C"

COBBLESTONE CONDOMINIUMS VOL

3 PAGE 820

PHASES I & II COMBINED

Percentage of Undivided Shares in the Common Elements,
Votes and Common Expense Shares Appurtenant to Each Unit.

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3100 Devonshire	101	A	1	H-c	1.18
"	102	A	1	H-b	1.18
"	103	A	1	H-b	1.18
"	104	A	1	H-c	1.18
"	105	B	1	S-c	1.25
"	205	B	2	S-d	1.26
"	106	B	1	H-a	1.18
"	206	B	2	H-b	1.18
"	107	B	1	H-a	1.18
"	207	B	2	H-b	1.18
"	108	B	1	S-c	1.25
"	208	B	2	S-d	1.26
"	109	C	1	R-a	1.25
"	209	C	2	R-b	1.26
"	110	C	1	H-a	1.18
"	210	C	2	H-b	1.18
"	111	C	1	H-a	1.18
"	211	C	2	H-b	1.18
"	112	C	1	R-a	1.25
"	212	C	2	R-b	1.26
3110 Devonshire	113	D	1	A	.79
"	213	D	2	A	.79
"	114	D	1	C-c	.89
"	214	D	2	C-c	.89
"	115	D	1	B-a	.81
"	215	D	2	B-a	.81
"	116	D	1	B-a	.81
"	216	D	2	B-b	.81
"	117	D	1	C-c	.89
"	217	D	2	C-c	.89
"	118	D	1	A	.79
"	218	D	2	A	.79
3120 Devonshire	119	E	1	C-b	.89
"	219	E	2	C-b	.89
"	120	E	1	C-a	.89
"	220	E	2	C-d	.89
"	121	E	1	C-a	.89
"	221	E	2	C-a	.89
"	122	E	1	C-a	.89
"	222	E	2	C-a	.89
"	123	E	1	C-a	.89
"	223	E	2	C-a	.89
"	124	E	1	C-b	.89
"	224	E	2	C-b	.89

continued...

Exhibit "C" - Page 2
 Cobblestone Condominium - Phases I & II Combined

VOL 3 PAGE 821

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN/TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3120 Devonshire	125	F	1	R-a	1.25
"	225	F	2	R-b	1.26
"	126	F	1	H-a/c	1.18
"	226	F	2	H-b	1.18
"	127	F	1	H-a/c	1.18
"	227	F	2	H-b	1.18
"	128	F	1	R-a	1.25
"	228	F	2	R-b	1.26
"	129	G	1	S-c	1.25
"	229	G	2	S-d	1.26
"	130	G	1	S-a	1.25
"	230	G	2	S-b	1.26
"	131	G	1	S-a	1.25
"	231	G	2	S-b	1.26
"	132	G	1	S-c	1.25
"	232	G	2	S-d	1.26
3140 Devonshire	133	H	1	A	.79
"	233	H	2	A	.79
"	134	H	1	C-c	.89
"	234	H	2	C-c	.89
"	135	H	1	B-a	.81
"	235	H	2	B-a	.81
"	136	H	1	B-a	.81
"	236	H	2	B-a	.81
"	137	H	1	C-c	.89
"	237	H	2	C-c	.89
"	138	H	1	A	.79
"	238	H	2	A	.79
"	139	I	1	C-b	.89
"	239	I	2	C-b	.89
"	140	I	1	C-a	.89
"	240	I	2	C-d	.89
"	141	I	1	C-a	.89
"	241	I	2	C-a	.89
"	142	I	1	C-a	.89
"	242	I	2	C-a	.89
"	143	I	1	C-a	.89
"	243	I	2	C-a	.89
"	144	I	1	C-b	.89
"	244	I	2	C-b	.89
"	145	J	1	R-a	1.25
"	245	J	2	R-b	1.26
"	146	J	1	H-a/c	1.18
"	246	J	2	H-b	1.18
"	147	J	1	H-a/c	1.18
"	247	J	2	H-b	1.18
"	148	J	1	R-a	1.25
"	248	J	2	R-b	1.26

continued...

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
2000 Huntington	149	K	1	S-c	1.25
"	150	K	1	S-a	1.25
"	151	K	1	S-a	1.25
"	152	K	1	S-c	1.25

TOTAL: PHASES I & II COMBINED 100.00%

<u>PLAN TYPE</u>	<u>% OWNERSHIP PER UNIT</u>	<u>TYPICAL INTERIOR SQ.FT.</u>	<u>NO. UNITS</u>	<u>SQ.FT. BY PLAN TYPE</u>
ALCOTT: A	.79	662.18	8	5,297.44
BEDFORD:				
B-a	.81	681.95	6	4,091.70
B-b	.81	697.81	2	1,395.62
CONCORD:				
C-a	.89	744.78	14	10,426.92
C-b	.89	761.28	8	6,090.24
C-c	.89	746.47	8	5,971.76
C-d	.89	763.76	2	1,527.52
HAWTHORNE:				
H-a/c	1.18	983.25	10	9,832.55
H-b	1.18	997.42	10	9,974.20
ROXBURY:				
R-a	1.25	1052.48	6	6,314.88
R-b	1.26	1067.04	6	6,402.24
SALEM:				
S-a	1.25	1046.00	4	4,184.00
S-b	1.26	1060.82	2	2,121.64
S-c	1.25	1051.71	6	6,310.26
S-d	1.26	1064.06	4	4,256.24
TOTALS - PHASES I & II COMBINED			96 UNITS	84,197.21 TOTAL SQ.FT.

FILED FOR RECORD 9th DAY OF May A.D. 1983, at M.
 RECORDED 9th DAY OF May A.D. 1983.
 HELEN STARNES, COUNTY CLERK, COLLIN COUNTY, TEXAS.
 BY: Barbara Spence DEPUTY.

35111

ASSUMED NAME CERTIFICATE

FOR AN INCORPORATED BUSINESS OR PROFESSION
VC. 005 Case 343 Date 11/28/77

1. The assumed name under which the business or professional service is or is to be conducted or rendered is World Finance of Terrell
2. The name of the incorporated business or profession as stated in its Articles of Incorporation or comparable document is World Finance Corp. of Texas, and the charter number or certificate of authority number, if any, is 315877
3. The state, country, or other jurisdiction under the laws of which it was incorporated is Texas, and the address of its registered or similar office in that jurisdiction is 115 S. Tennessee Street, McKinney, Texas 75069
4. The period, not to exceed ten years, during which the assumed name will be used is ten years
5. The corporation is a (circle one) business corporation, non-profit corporation, professional corporation, professional association or other type of corporation (specify) _____ or other type of incorporated business, professional or other association or legal entity (specify) _____
6. If the corporation is required to maintain a registered office in Texas, the address of the registered office is 115 S. Tennessee Street, and the name of its registered agent at such address is McKinney, Texas 75069. The address of the principal office (if not the same as the registered office) is _____
7. If the corporation is not required to or does not maintain a registered office in Texas, the office address in Texas is _____; and if the corporation is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is _____ and the office address elsewhere is _____
8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "all" or "all except _____ all _____")

John J. Hernandez
Signature of officer, representativeor attorney-in-fact of the corporation
Before me on this 18 day of December 1977, personally
appeared J. B. Hernandez and acknowledged to me
that he executed the foregoing certificate for the purposes therein
expressed.

(Notary seal)

*Sherry A. Thackston*
Notary Public Greenville County

NOTE A certificate executed and acknowledged by an attorney-in-fact shall include a statement that the attorney-in-fact has been duly authorized in writing by his principal to execute and acknowledge the same

MY COMMISSION EXPIRES 9-22-1987

0005 343

62313

CONSTABLE'S BILL OF SALE

**The State of Texas }
COUNTY OF COLLIN }**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, by virtue of a certain ORDER OF SALE
issued out of the JOHN R. ROACH
State of Texas, in favor of METROPOLITAN FINANCIAL SAVINGS AND LOAN
ASSOCIATION
and against J.R. FULTON
on a certain judgment rendered in said Court on the 22nd day of September A.D. 19 88
and directed and delivered to me as Constable of Collin County, Texas, commanding me

I, Jerry Kunkle, Constable as aforesaid, did on the 17th day of October A.D. 19 88, levy upon and take into my possession the property hereinafter described, and, after advertising the same as required by law, I did on the 2nd day of November A.D. 19 88, within the hours prescribed by law, at 11:00 o'clock A.M. at Al Mobile Home Park, Highway 75, Melissa, Texas

sell said property at public auction, when the same was struck off to METROPOLITAN FINANCIAL SAVINGS AND LOAN ASSOCIATION
for the sum of Seven Hundred Twenty Five Dollars and 02/100-----(\$725.02) Dollars
being the highest secure bid : therefor.

Now therefore in consideration of the premises, and the payment of said sum of Seven Hundred Twenty Five Dollars and 02/100-----(\$725.02) Dollars, the receipt of which is hereby acknowledged, I, Jerry Kunkle, Constable as aforesaid, have sold and delivered, and by these presents do sell and deliver unto the said METROPOLITAN FINANCIAL SAVINGS AND LOAN ASSOCIATION all the right, title and interest which the said J.R. FULTON
had on the 2nd day of November A.D. 19 88, in and to the following described personal property, to-wit:

0005 344

1984 Tidwell Mobile Home
Serial Number TWITXIS2832
14FT x 80FT 3 Bedrooms

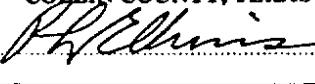
TO HAVE AND TO HOLD the same unto said METROPOLITAN FINANCIAL SAVINGS AND LOAN ASSOCIATION

heirs and assigns forever, as fully as I, as Constable as aforesaid, can sell, transfer and dispose of the same by virtue of said ORDER OF SALE

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 2nd day of November
A. D. 19 88.

JERRY KUNKLE, Constable

COLLIN COUNTY, TEXAS


Deputy

FILED FOR RECORD 10th DAY OF November A.D. 19 88 at 2:26 P.M.
DULY RECORDED 11th DAY OF November A.D. 19 88
BY: Bretha Roberts HELEN STARNES, County Clerk
DEPUTY. Collin County, Texas

0005 343

62313

CONSTABLE'S BILL OF SALE

**The State of Texas }
COUNTY OF COLLIN }**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, by virtue of a certain ORDER OF SALE
issued out of the JOHN R. ROACH
State of Texas, in favor of METROPOLITAN FINANCIAL SAVINGS AND LOAN
ASSOCIATION
and against J.R. FULTON
on a certain judgment rendered in said Court on the 22nd day of September A.D. 19 88
and directed and delivered to me as Constable of Collin County, Texas, commanding me

I, Jerry Kunkle, Constable as aforesaid, did on the 17th day of October A.D. 19 88, levy upon and take into my possession the property hereinafter described, and, after advertising the same as required by law, I did on the 2nd day of November A.D. 19 88, within the hours prescribed by law, at 11:00 o'clock A.M. at Al Mobile Home Park, Highway 75, Melissa, Texas

sell said property at public auction, when the same was struck off to METROPOLITAN FINANCIAL SAVINGS AND LOAN ASSOCIATION
for the sum of Seven Hundred Twenty Five Dollars and 02/100-----(\$725.02) Dollars
being the highest secure bid : therefor.

Now therefore in consideration of the premises, and the payment of said sum of Seven Hundred Twenty Five Dollars and 02/100-----(\$725.02) Dollars, the receipt of which is hereby acknowledged, I, Jerry Kunkle, Constable as aforesaid, have sold and delivered, and by these presents do sell and deliver unto the said METROPOLITAN FINANCIAL SAVINGS AND LOAN ASSOCIATION all the right, title and interest which the said J.R. FULTON
had on the 2nd day of November A.D. 19 88, in and to the following described personal property, to-wit:

0005 344

1984 Tidwell Mobile Home
Serial Number TWITXIS2832
14FT x 80FT 3 Bedrooms

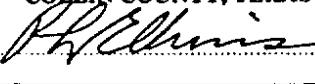
TO HAVE AND TO HOLD the same unto said METROPOLITAN FINANCIAL SAVINGS AND LOAN ASSOCIATION

heirs and assigns forever, as fully as I, as Constable as aforesaid, can sell, transfer and dispose of the same by virtue of said ORDER OF SALE

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 2nd day of November
A. D. 19 88.

JERRY KUNKLE, Constable

COLLIN COUNTY, TEXAS


Deputy

FILED FOR RECORD 10th DAY OF November A.D. 19 88 at 2:26 P.M.
DULY RECORDED 11th DAY OF November A.D. 19 88
BY: Bretha Roberts HELEN STARNES, County Clerk
DEPUTY. Collin County, Texas

45933

SUPPLEMENTAL DECLARATION
OF MERGER AND ANNEXATION
FOR
COBBLESTONE CONDOMINIUM
PHASE III

VOL 5 PAGE **343**

THE STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION is made on the date set forth below by T. F. STONE COMPANIES, INC., a Texas corporation, hereinafter called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain property in the County of Collin, State of Texas, which is more particularly described on the attached Exhibit "A", and

WHEREAS, by a Condominium Declaration, hereinafter called "Declaration", recorded on March 16, 1983, in Volume 3, Page 383, of the Condominium Records of Collin County, Texas, the Declarant therein restricted COBBLESTONE CONDOMINIUM, PHASE I, consisting of forty-four (44) Units, to Condominium ownership; and

WHEREAS, by a First Amendment to Condominium Declaration for COBBLESTONE CONDOMINIUM, filed March 30, 1983, and recorded in Volume 3, Page 443, of the Condominium Records of Collin County, Texas, said Declaration was amended; and

WHEREAS, by a Supplemental Declaration of Merger and Annexation for COBBLESTONE CONDOMINIUM, PHASE II, filed May 9, 1983, and recorded in Volume 3, Page 799, of the Condominium Records of Collin County, Texas, the Declarant therein restricted an additional fifty-two (52) Units to Condominium ownership; and

WHEREAS, the above referenced Declaration provides in Paragraph 2.10 that the Declarant may annex additional property to COBBLESTONE CONDOMINIUM, PHASE I, as defined therein; and

WHEREAS, the Declarant is desirous of establishing limited common element parking designations and annexing and merging the adjoining tract described as PHASE III in the Declaration on which exist twenty (20) Units;

NOW THEREFORE, Declarant hereby declares that all of the Property described above as PHASE III in the Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration for COBBLESTONE CONDOMINIUM, PHASE I, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described above. The said easements, restrictions, covenants and conditions shall run with the above described Property and shall be binding on all parties having or acquiring any right, title or interest in the said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner and lessee thereof.

The Property described in the Plat of COBBLESTONE CONDOMINIUM, as PHASE III, which Plat is attached hereto as Exhibit "B", shall become a part of the regime, as defined in the Declaration, and the twenty (20) Units shown on the Plat of PHASE III, shall become Units, as defined in the Declaration, and from and after the filing hereof, COBBLESTONE CONDOMINIUM, PHASE III shall be a part of the regime as if it had been originally described in the Declaration and the percentage or fraction of ownership interest in the Common Areas is hereby reallocated and established among the total of one hundred sixteen (116) Units as set out in Exhibit "C", attached hereto.

This Supplemental Declaration of Merger and Annexation may be amended by Declarant without joinder of any Unit Owner or Mortgagee in order to correct errors and discrepancies in said document or to comply with the requirements of the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other permanent lender approved by the Declarant; provided, however, that no vested property rights of any Unit Owner shall be materially affected.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand and seal this 19 day of July, A.D., 1984.

T. F. STONE COMPANIES, INC.

ATTEST:

By: Tommy F. Stone
Tommy F. Stone, President

Phyllis D. Westcott
Secretary

THE STATE OF TEXAS §

VOL 5 PAGE 345

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Tommy F. Stone, President of T. F. Stone Companies, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 19th day of July, A.D., 1984.



Mary Anne Nease
Notary Public in and for Dallas
The State of Texas
My Commission Expires: Aug. 22, 1987

C E R T I F I C A T E

VOL

5 PAGE 346

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Supplemental Declaration of Merger and Annexation for COBBLESTONE CONDOMINIUM, PHASE II, as adopted by at least sixty-seven percent (67%) of the vote of the Association at a meeting of the Association on the 28th day of June, A.D., 1984.

PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

By: Tom G. Paul, President

By: Phyllis A. Deslitt, Secretary

FIELD NOTE DESCRIPTION

BEGINNING a tract of land situated in the Mary Catherine and Sally Owen Survey-Abstract No. 672 and also being part of Lot 1, Block A of Cobblestone Addition as filed in Cabinet C, Page 347, Plat Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at an iron rod for corner situated in the intersection of the North Line of Park Boulevard (a variable R.O.W.), and the East Line of Huntington Drive (a 50' R.O.W.);

THENCE departing said Park Boulevard and along said Huntington Drive the following:

W 00°00'04" E a distance of 197.77 feet to an iron rod for corner and being the beginning of a curve to the left;

ALONG said curve to the left having a central angle of 09°28'40", a radius of 405.00, and an arc length of 67.00 feet to an iron rod for corner;

THENCE W 80°31'21" E a distance of 139.00 feet to an iron rod for corner;

THENCE S 25°17'15" E a distance of 94.24 feet to an iron rod for corner;

THENCE S 76°20'00" E a distance of 200.00 feet to an iron rod for corner;

THENCE W 72°48'09" E a distance of 231.21 feet to an iron rod for corner;

THENCE W 00°00'04" E a distance of 221.00 feet to an iron rod for corner;

THENCE S 89°59'56" E a distance of 122.00 feet to an iron rod for corner;

THENCE S 00°03'37" W a distance of 63.00 feet to an iron rod for corner;

THENCE S 89°56'23" E a distance of 102.00 feet to an iron rod for corner and being the beginning of a curve to the left;

THENCE along said curve to the left in a Southwesterly direction having a central angle of 90°00'00", a radius of 40.00 feet, an arc length of 62.38 feet, and a chord bearing of S 45°03'37" W to an iron rod for corner;

THENCE S 00°03'37" W a distance of 343.46 feet to an iron rod for corner in the North Line of said Park Boulevard;

THENCE along the North line of said Park Boulevard the following:

W 89°47'23" W a distance of 494.12 feet to an iron rod for corner;

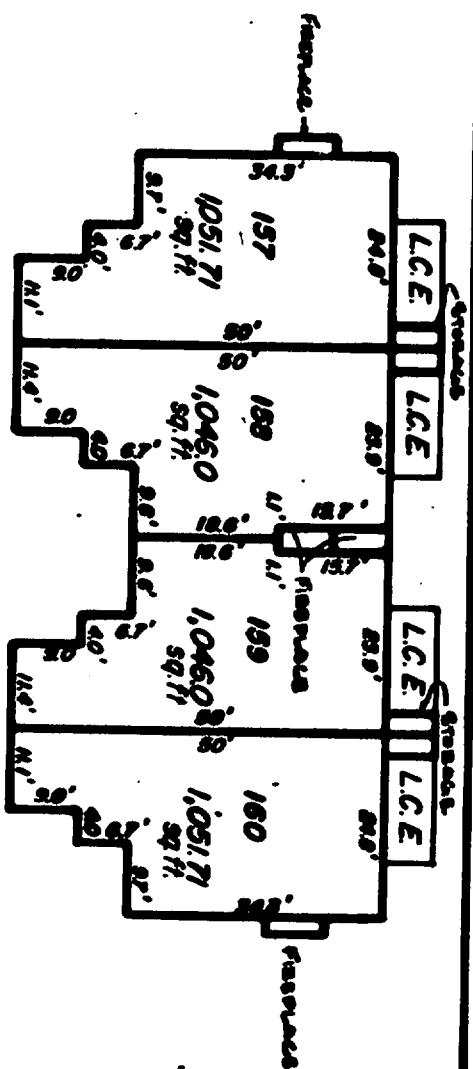
THENCE W 89°57'03" W continuing with said Park Boulevard a distance of 275.88 feet to the POINT OF BEGINNING and containing 4.623 acres of land, more or less.

Vol. 5 pg. 347A

EXHIBIT B

جذب

Building a Story / STRATEGY



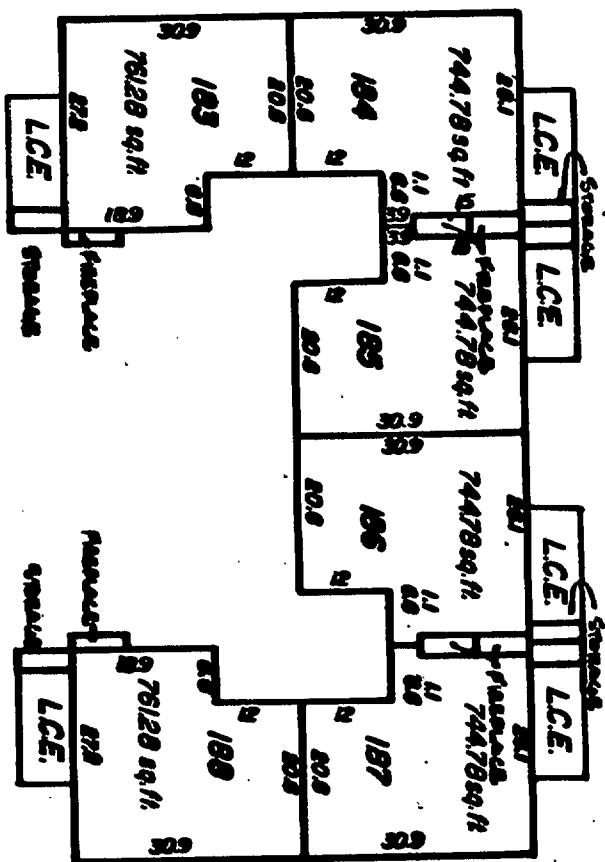
**PHASE II 2000 MATTINGTON
COBBLESTONE CONDOMINIUMS**

L.C.E. - Limited Common Element

JACK R. DAVIS
3100
associates, Inc.
consulting civil engineers & surveyors
2002 Carlisle Street
Dallas, Texas 75204

Vol. 5 pg. 347B

EXHIBIT B



BULDING "S"-FIRST FLOOR

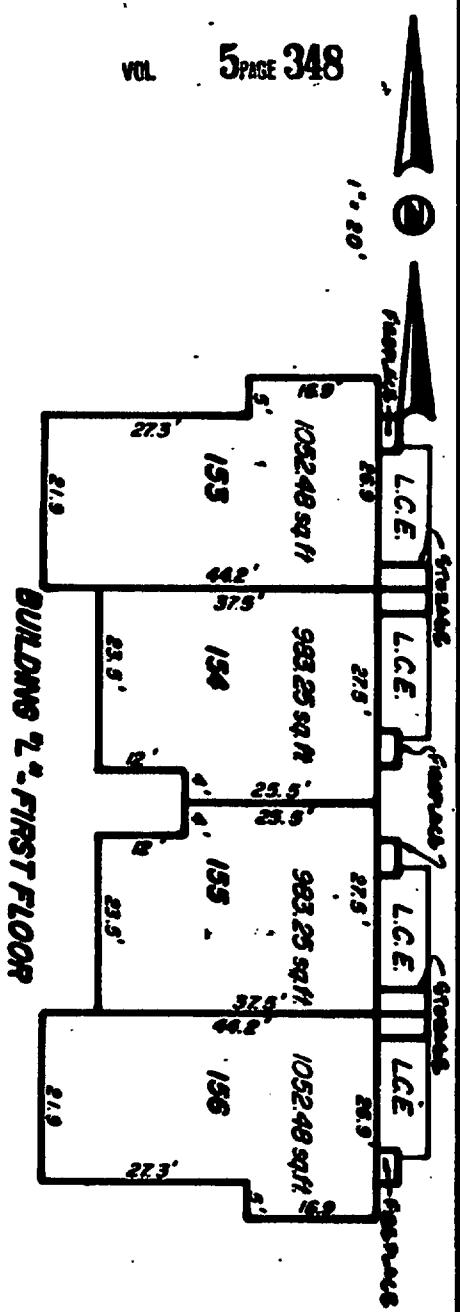
**PHASE III 310 DEVONSHIRE
COBBLESTONE CONDOMINIUMS**

/ GENE = LIMITED COMMON ELEMENT

JACK R. DAVIS
& associates, inc.
consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

EXHIBIT B

VOL. 5 PAGE 348



BUILDING 2 - FIRST FLOOR

**PHASE III 2000 HUNTINGTON
COBBLESTONE CONDOMINIUMS**

JACK R. DAVIS
B
B
& associates, inc.
consulting civil engineers & surveyors
2002 Carlisle Street **Dallas, Texas 75204**

L.C.E. - Limited Common Element

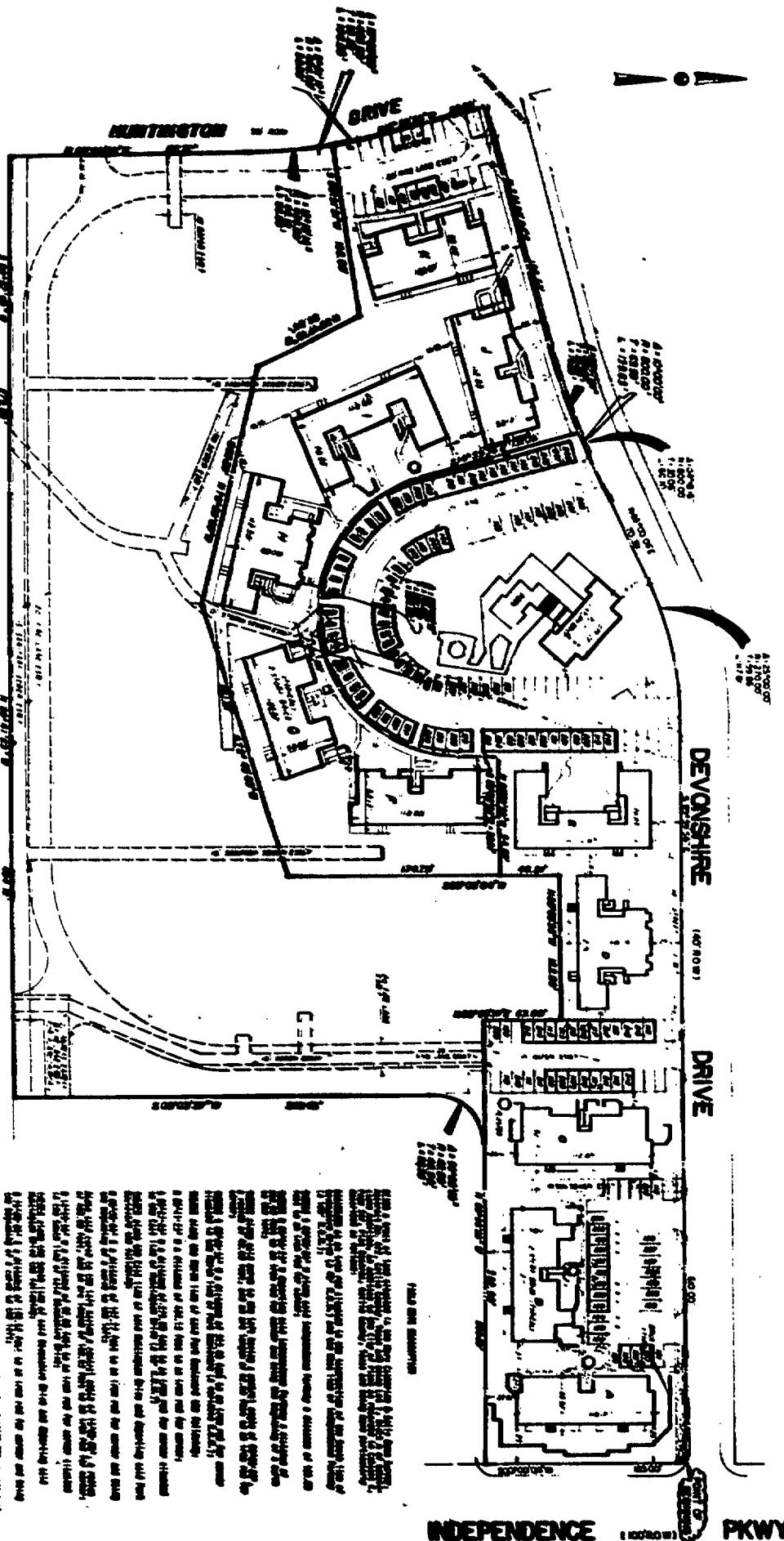
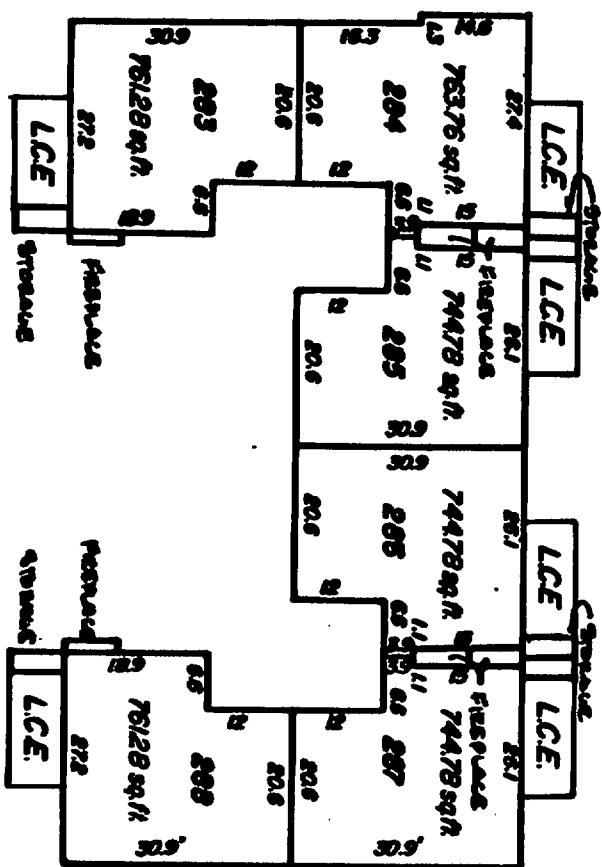


EXHIBIT B

SCALE: 1" = 20'



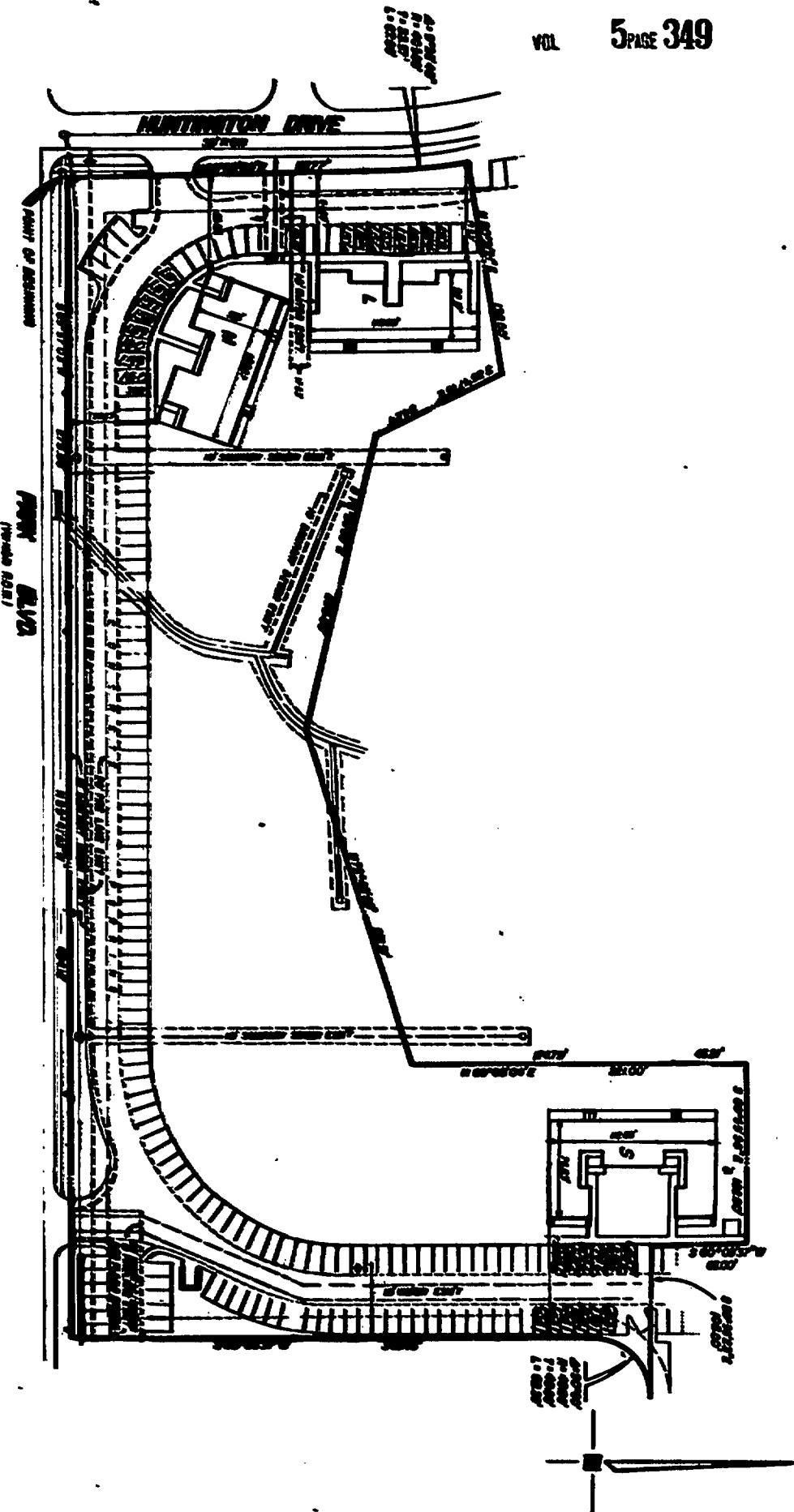
BUILDING "S"-SECOND FLOOR

PHASE III 3110 DEVONSHIRE

COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
& associates, inc.

consulting civil engineers & surveyors
 2902 Carlisle Street Dallas, Texas 75204



PHASE II
Cobblestone
Plano, Texas

EXHIBIT "C"

COBBLESTONE CONDOMINIUMS

PHASES I, II & III COMBINED

Percentage of Undivided Shares in the Common Elements,
Votes and Common Expense Shares Appurtenant to Each Unit.

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3100 Devonshire	101	A	1	H-c	.97
"	102	A	1	H-b	.98
"	103	A	1	H-b	.98
"	104	A	1	H-c	.97
"	105	B	1	S-c	1.04
"	205	B	2	S-d	1.05
"	106	B	1	H-a	.97
"	206	B	2	H-b	.98
"	107	B	1	H-a	.97
"	207	B	2	H-b	.98
"	108	B	1	S-c	1.04
"	208	B	2	S-d	1.05
"	109	C	1	R-a	1.04
"	209	C	2	R-b	1.05
"	110	C	1	H-a	.97
"	210	C	2	H-b	.98
"	111	C	1	H-a	.97
"	211	C	2	H-b	.98
"	112	C	1	R-a	1.04
"	212	C	2	R-b	1.05
3110 Devonshire	113	D	1	A	.65
"	213	D	2	A	.65
"	114	D	1	C-c	.74
"	214	D	2	C-c	.74
"	115	D	1	B-a	.68
"	215	D	2	B-a	.68
"	116	D	1	B-a	.68
"	216	D	2	B-b	.68
"	117	D	1	C-c	.74
"	217	D	2	C-c	.74
"	118	D	1	A	.65
"	218	D	2	A	.65
3120 Devonshire	119	E	1	C-b	.75
"	219	E	2	C-b	.75
"	120	E	1	C-a	.73
"	220	E	2	C-d	.75
"	121	E	1	C-a	.73
"	221	E	2	C-a	.73
"	122	E	1	C-a	.73
"	222	E	2	C-a	.73
"	123	E	1	C-a	.73
"	223	E	2	C-a	.73
"	124	E	1	C-b	.75
"	224	E	2	C-b	.75

continued...

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>Z OWNERSHIP OF COMMON ELEMENTS</u>
3120 Devonshire	125	F	1	R-a	1.04
"	225	F	2	R-b	1.05
"	126	F	1	R-a/c	.97
"	226	F	2	R-b	.98
"	127	F	1	R-a/c	.97
"	227	F	2	R-b	.98
"	128	F	1	R-a	1.04
"	228	F	2	R-b	1.05
"	129	G	1	S-c	1.04
"	229	G	2	S-d	1.05
"	130	G	1	S-a	1.03
"	230	G	2	S-b	1.05
"	131	G	1	S-a	1.03
"	231	G	2	S-b	1.05
"	132	G	1	S-c	1.04
"	232	G	2	S-d	1.05
3140 Devonshire	133	H	1	A	.65
"	233	H	2	A	.65
"	134	H	1	C-c	.74
"	234	H	2	C-c	.74
"	135	H	1	B-a	.68
"	235	H	2	B-a	.68
"	136	H	1	B-a	.68
"	236	H	2	B-a	.68
"	137	H	1	C-c	.74
"	237	H	2	C-c	.74
"	138	H	1	A	.65
"	238	H	2	A	.65
"	139	I	1	C-b	.75
"	239	I	2	C-b	.75
"	140	I	1	C-a	.73
"	240	I	2	C-d	.75
"	141	I	1	C-a	.73
"	241	I	2	C-a	.73
"	142	I	1	C-a	.73
"	242	I	2	C-a	.73
"	143	I	1	C-a	.73
"	243	I	2	C-a	.73
"	144	I	1	C-b	.75
"	244	I	2	C-b	.75
"	145	J	1	R-a	1.04
"	245	J	2	R-b	1.05
"	146	J	1	R-a/c	.97
"	246	J	2	R-b	.98
"	147	J	1	R-a/c	.97
"	247	J	2	R-b	.98
"	148	J	1	R-a	1.04
"	248	J	2	R-b	1.05

continued...

STREET ADDRESS	UNIT NUMBER	BUILDING LETTER	LEVEL/FLOOR	PLAN TYPE	% OWNERSHIP OF COMMON ELEMENTS
2000 Huntington	149	K	1	S-c	1.04
"	150	K	1	S-a	1.03
"	151	K	1	S-a	1.03
"	152	K	1	S-c	1.04
"	153	L	1	R-a	1.04
"	154	L	1	H-a/c	.97
"	155	L	1	H-a/c	.97
"	156	L	1	R-a	1.04
"	157	M	1	S-c	1.04
"	158	M	1	S-a	1.03
"	159	M	1	S-a	1.03
"	160	M	1	S-c	1.04
3110 Devonshire	183	S	1	C-b	.75
"	283	S	2	C-b	.75
"	184	S	1	C-a	.73
"	284	S	2	C-d	.75
"	185	S	1	C-a	.73
"	285	S	2	C-a	.73
"	186	S	1	C-a	.73
"	286	S	2	C-a	.73
"	187	S	1	C-a	.73
"	287	S	2	C-a	.73
"	188	S	1	C-b	.75
"	288	S	2	C-b	.75

TOTAL: PHASES I, II & III COMBINED

100.00%

PLAN TYPE	% OWNERSHIP PER UNIT	TYPICAL INTERIOR SQ.FT.	NO. UNITS	SQ.FT. BY PLAN TYPE
ALCOTT: A	.65	662.18	8	5,297.44
BEDFORD: B-a	.68	681.95	6	4,091.70
BEDFORD: B-b	.68	697.81	2	1,395.62
CONCORD: C-a	.73	744.78	21	15,640.38
CONCORD: C-b	.75	761.28	12	9,135.36
CONCORD: C-c	.74	766.47	8	5,971.76
CONCORD: C-d	.75	763.76	3	2,291.28
HAWTHORNE: H-a/c	.97	983.25	12	11,799.00
HAWTHORNE: H-b	.98	997.42	10	9,974.20
ROXBURY: R-a	1.04	1052.48	8	8,419.84
ROXBURY: R-b	1.05	1067.04	6	6,402.24
SALEM: S-a	1.03	1046.00	6	6,276.00
SALEM: S-b	1.05	1060.82	2	2,121.64
SALEM: S-c	1.04	1051.71	8	8,413.68
SALEM: S-d	1.05	1064.06	4	4,256.32
TOTALS: PHASES I, II & III COMBINED				
116 UNITS 116,331 SQ.FT.				
TOTAL SQ.FT. 116,331 SQ.FT.				

FILED FOR RECORD 10/22/84 DAY OF October A.D. 1984 a.m.
 DULY RECORDED 10/22/84 DAY OF October A.D. 1984
 HOLLEN STARNES, County Clerk
 DEPUTY.
 BY: Carol Dominguez

45933

SUPPLEMENTAL DECLARATION

OF MERGER AND ANNEXATION

FOR

COBBLESTONE CONDOMINIUM

VOL

5 PAGE 343

PHASE III

THE STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION is made on the date set forth below by T. F. STONE COMPANIES, INC., a Texas corporation, hereinafter called "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain property in the County of Collin, State of Texas, which is more particularly described on the attached Exhibit "A", and

WHEREAS, by a Condominium Declaration, hereinafter called "Declaration", recorded on March 16, 1983, in Volume 3, Page 383, of the Condominium Records of Collin County, Texas, the Declarant therein restricted COBBLESTONE CONDOMINIUM, PHASE I, consisting of forty-four (44) Units, to Condominium ownership; and

WHEREAS, by a First Amendment to Condominium Declaration for COBBLESTONE CONDOMINIUM, filed March 30, 1983, and recorded in Volume 3, Page 443, of the Condominium Records of Collin County, Texas, said Declaration was amended; and

WHEREAS, by a Supplemental Declaration of Merger and Annexation for COBBLESTONE CONDOMINIUM, PHASE II, filed May 9, 1983, and recorded in Volume 3, Page 799, of the Condominium Records of Collin County, Texas, the Declarant therein restricted an additional fifty-two (52) Units to Condominium ownership; and

WHEREAS, the above referenced Declaration provides in Paragraph 2.10 that the Declarant may annex additional property to COBBLESTONE CONDOMINIUM, PHASE I, as defined therein; and

WHEREAS, the Declarant is desirous of establishing limited common element parking designations and annexing and merging the adjoining tract described as PHASE III in the Declaration on which exist twenty (20) Units;

NOW THEREFORE, Declarant hereby declares that all of the Property described above as PHASE III in the Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration for COBBLESTONE CONDOMINIUM, PHASE I, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described above. The said easements, restrictions, covenants and conditions shall run with the above described Property and shall be binding on all parties having or acquiring any right, title or interest in the said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner and lessee thereof.

The Property described in the Plat of COBBLESTONE CONDOMINIUM, as PHASE III, which Plat is attached hereto as Exhibit "B", shall become a part of the regime, as defined in the Declaration, and the twenty (20) Units shown on the Plat of PHASE III, shall become Units, as defined in the Declaration, and from and after the filing hereof, COBBLESTONE CONDOMINIUM, PHASE III shall be a part of the regime as if it had been originally described in the Declaration and the percentage or fraction of ownership interest in the Common Areas is hereby reallocated and established among the total of one hundred sixteen (116) Units as set out in Exhibit "C", attached hereto.

This Supplemental Declaration of Merger and Annexation may be amended by Declarant without joinder of any Unit Owner or Mortgagee in order to correct errors and discrepancies in said document or to comply with the requirements of the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other permanent lender approved by the Declarant; provided, however, that no vested property rights of any Unit Owner shall be materially affected.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand and seal this 14 day of July, A.D., 1984.

T. F. STONE COMPANIES, INC.

ATTEST:

By: Tommy F. Stone
Tommy F. Stone, President

D. L. H. H.
Secretary

THE STATE OF TEXAS §

VOL 5 PAGE 345

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Tommy F. Stone, President of T. F. Stone Companies, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 19th day of July, A.D., 1984.



Mary Anne Vanya
Notary Public in and for Dallas
The State of Texas
My Commission Expires: Aug. 22, 1987

C E R T I F I C A T E

VOL

5 PAGE 346

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Supplemental Declaration of Merger and Annexation for COBBLESTONE CONDOMINIUM, PHASE II, as adopted by at least sixty-seven percent (67%) of the vote of the Association at a meeting of the Association on the 28th day of June, A.D., 1984.

PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

By: Tom C. Stue, President

By: Phyllis A. Washitt, Secretary

FIELD NOTE DESCRIPTION

BEING a tract of land situated in the Mary Catherine and Sally Gwen Surveyor-
Abstract No. 672 and also being part of Lot 1, Block A of Cobblestone Add-
ition as filed in Cabinet C, Page 347, Plat Records of Collin County, Texas
and being more particularly described as follows:

BEGINNING at an iron rod for corner situated in the intersection of the
North line of Park Boulevard (a variable R.O.W.), and the East line of
Huntington Drive (a 50' R.O.W.);

THENCE departing said Park Boulevard and along said Huntington Drive
the following:

N 00°00'04" E a distance of 197.77 feet to an iron rod for corner and
being the beginning of a curve to the left;

ALONG said curve to the left having a central angle of 09°28'40" ,
a radius of 405.00, and an arc length of 67.00 feet to an iron rod for
corner;

THENCE N 80°31'21" E a distance of 138.00 feet to an iron rod for corner;

THENCE S 25°17'15" E a distance of 94.24 feet to an iron rod for corner;

THENCE S 76°20'00" E a distance of 200.00 feet to an iron rod for corner;

THENCE N 72°48'09" E a distance of 231.21 feet to an iron rod for corner;

THENCE N 00°00'04" E a distance of 221.00 feet to an iron rod for corner;

THENCE S 89°59'56" E a distance of 122.00 feet to an iron rod for corner;

THENCE S 00°03'37" W a distance of 63.00 feet to an iron rod for corner;

THENCE S 89°56'23" E a distance of 102.00 feet to an iron rod for corner
and being the beginning of a curve to the left;

THENCE along said curve to the left in a Southwesterly direction having a
central angle of 90°00'00", a radius of 40.00 feet, an arc length of 62.38
feet, and a chord bearing of S 45°03'37" W to an iron rod for corner;

THENCE S 00°03'37" W a distance of 343.46 feet to an iron rod for corner
in the North line of said Park Boulevard;

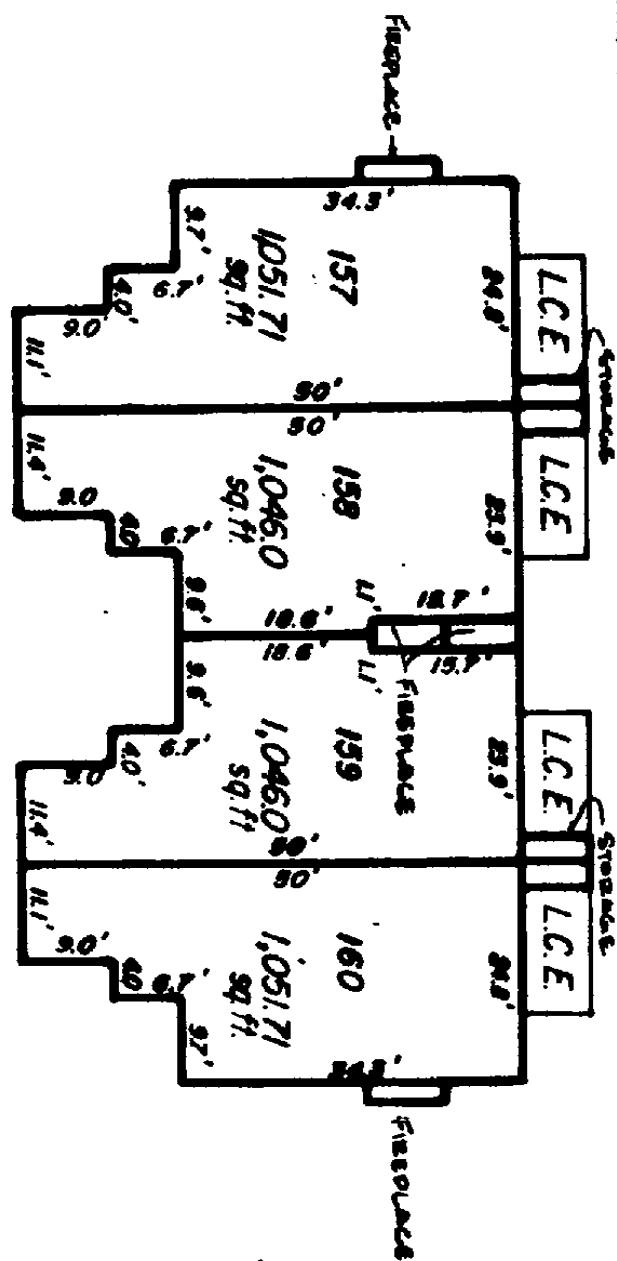
THENCE along the North line of said Park Boulevard the following:

N 89°41'23" W a distance of 494.12 feet to an iron rod for corner;

THENCE N 89°57'03" W continuing with said Park Boulevard a distance of
275.88 feet to the POINT OF BEGINNING and containing 4.623 acres of land,
more or less.

EXHIBIT B

SCALE: 1"=20"

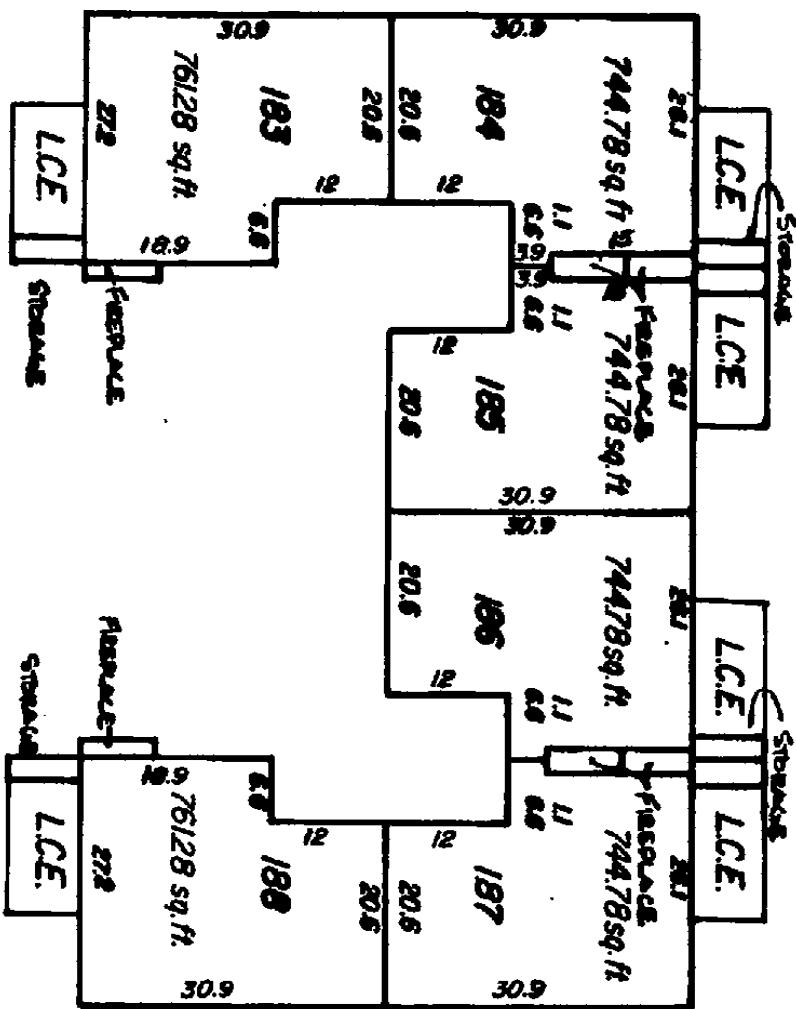


BUILDING 'M' / STORY

PHASE II 2000 MCKINNENY
CABLESTONE CONDOMINIUMS

JACK R. DAVIS
& Associates, Inc.

consulting civil engineers & surveyors
2002 Carlisle Street Dallas, Texas 75204



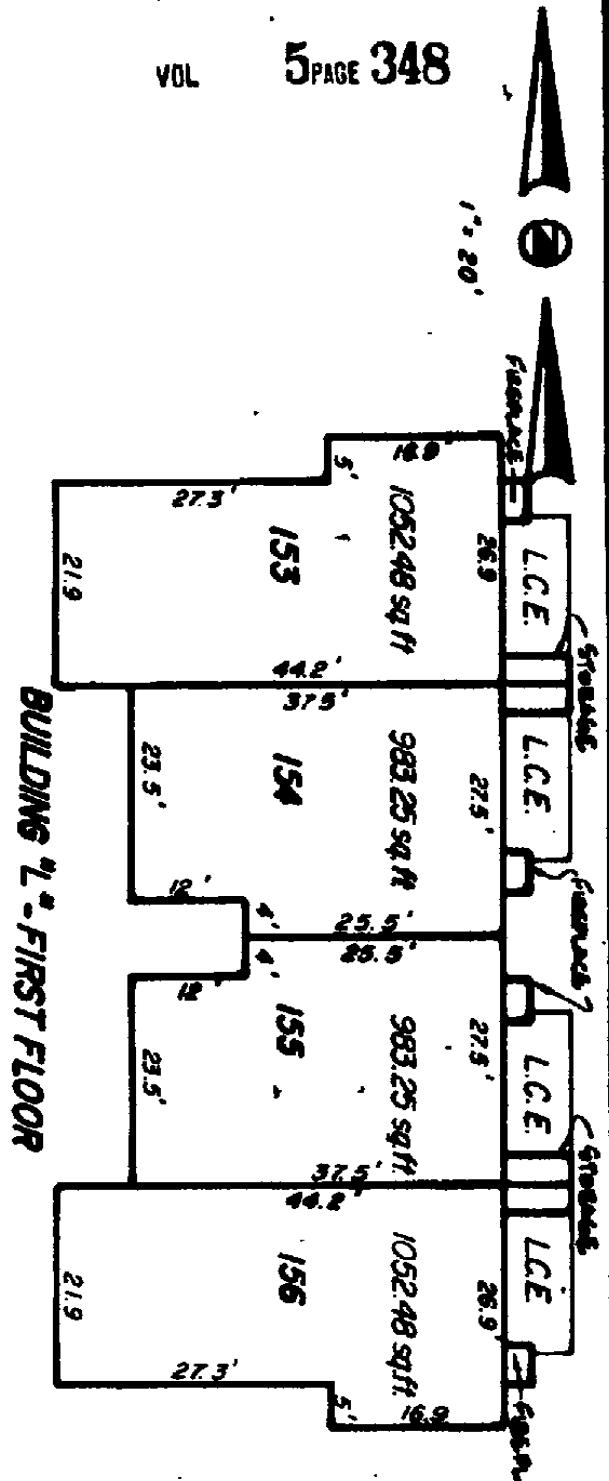
BUILDING "S"-FIRST FLOOR

PHASE III 3110 DEVONSHIRE

COBALT STONE CONDOMINIUMS

JACK R. DAVIS
& associates, inc.

consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

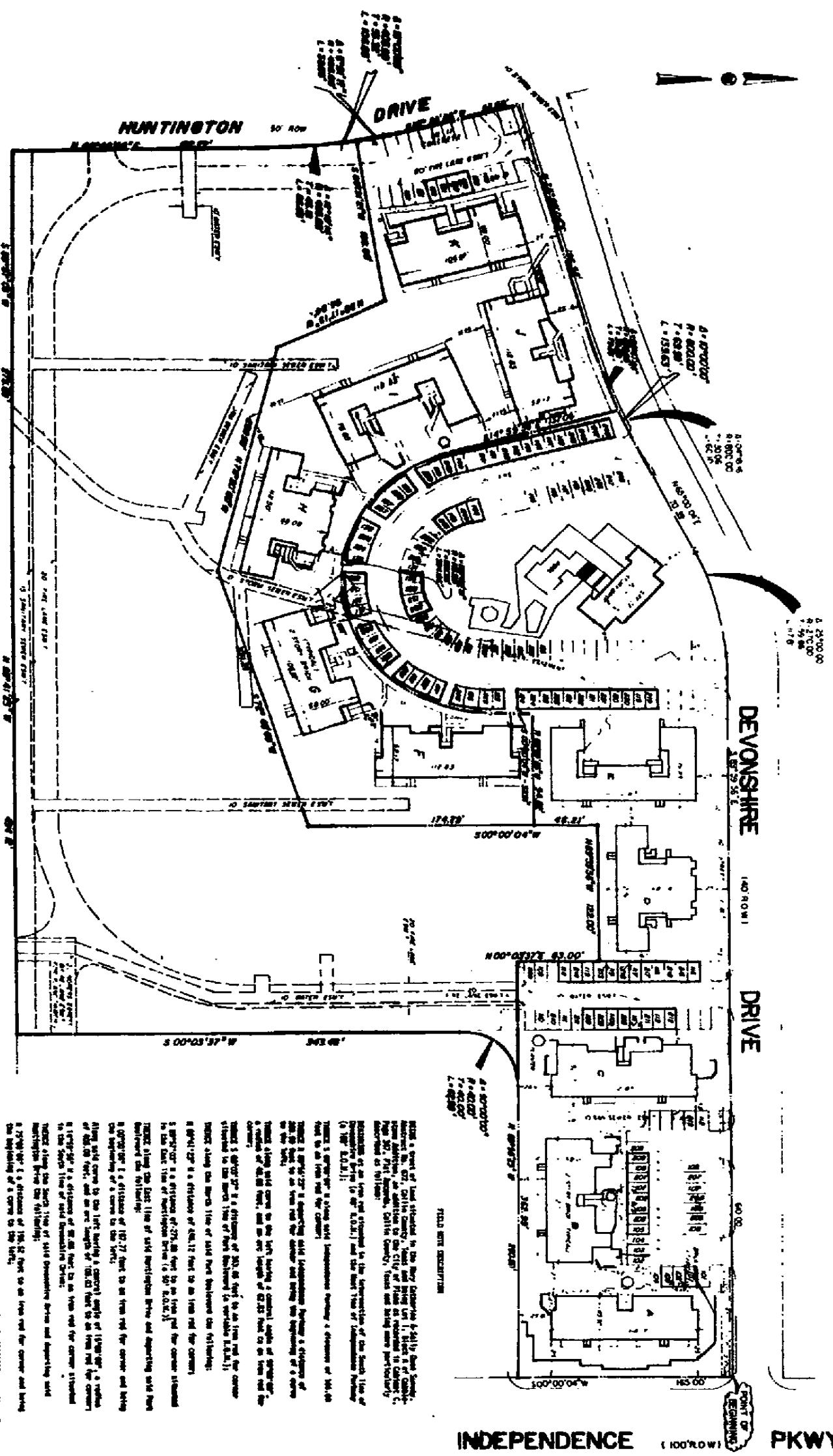


BUILDING 'L' - FIRST FLOOR

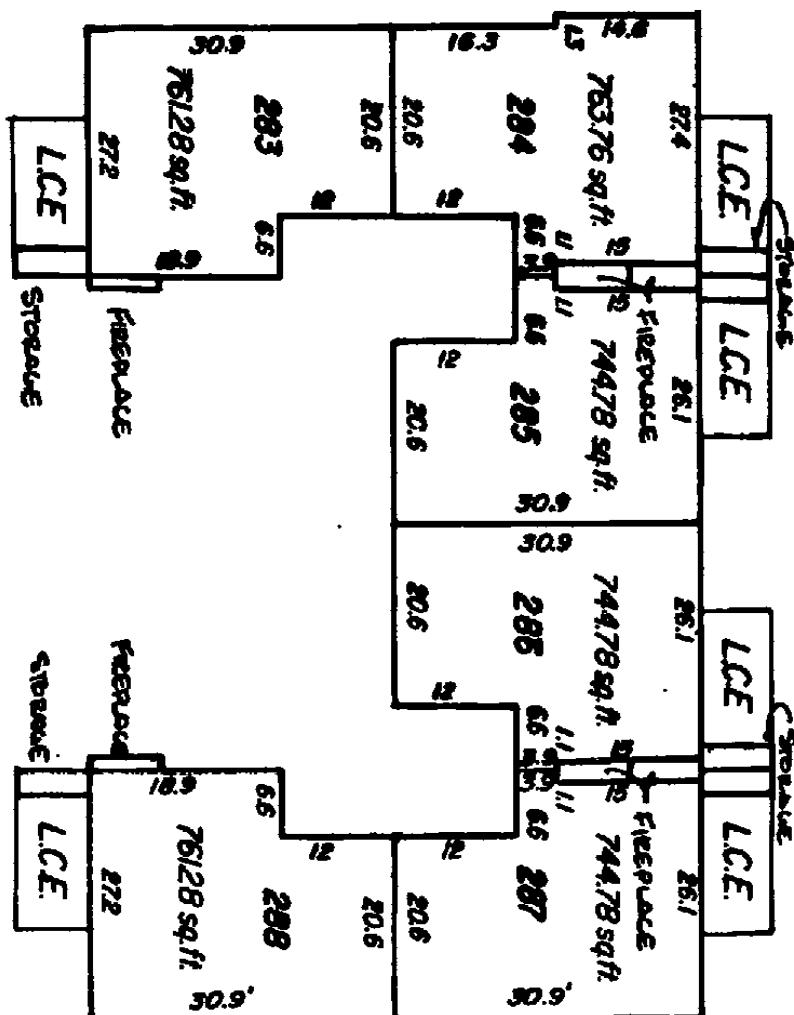
PHASE III 2000 HUNTINGTON
COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
B & Associates, Inc.

consulting civil engineers & surveyors
2002 Carlisle Street Dallas, Texas 75204



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BLOND "S"-SECOND FLOOR

PHASE III . 3/10 DEVONSHIRE

COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
& associates, inc.

L.F.E.-LIMITED COMMON ELEMENT

consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10-12-2012 BY SP/SP

EXHIBIT "B"

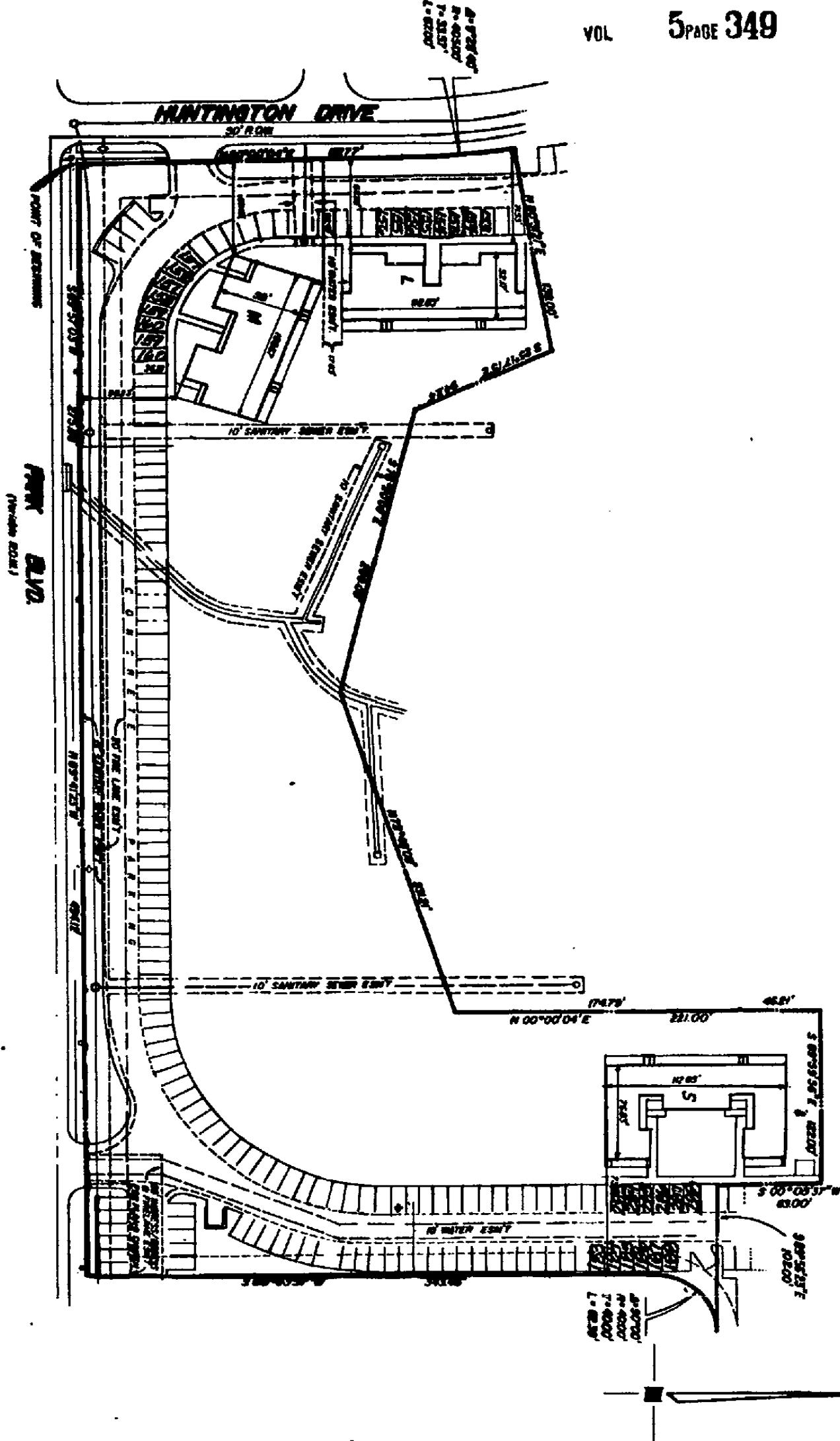
PHASE III
COBBLESTONE
PLANO, TEXAS

EXHIBIT "C"

COBBLESTONE CONDOMINIUMS

PHASES I, II & III COMBINED

Percentage of Undivided Shares in the Common Elements,
Votes and Common Expense Shares Appurtenant to Each Unit.

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3100 Devonshire	101	A	1	H-c	.97
"	102	A	1	H-b	.98
"	103	A	1	H-b	.98
"	104	A	1	H-c	.97
"	105	B	1	S-c	1.04
"	205	B	2	S-d	1.05
"	106	B	1	H-a	.97
"	206	B	2	H-b	.98
"	107	B	1	H-a	.97
"	207	B	2	H-b	.98
"	108	B	1	S-c	1.04
"	208	B	2	S-d	1.05
"	109	C	1	R-a	1.04
"	209	C	2	R-b	1.05
"	110	C	1	H-a	.97
"	210	C	2	H-b	.98
"	111	C	1	H-a	.97
"	211	C	2	H-b	.98
"	112	C	1	R-a	1.04
"	212	C	2	R-b	1.05
3110 Devonshire	113	D	1	A	.65
"	213	D	2	A	.65
"	114	D	1	C-c	.74
"	214	D	2	C-c	.74
"	115	D	1	B-a	.68
"	215	D	2	B-a	.68
"	116	D	1	B-a	.68
"	216	D	2	B-b	.68
"	117	D	1	C-c	.74
"	217	D	2	C-c	.74
"	118	D	1	A	.65
"	218	D	2	A	.65
3120 Devonshire	119	E	1	C-b	.75
"	219	E	2	C-b	.75
"	120	E	1	C-a	.73
"	220	E	2	C-d	.75
"	121	E	1	C-a	.73
"	221	E	2	C-a	.73
"	122	E	1	C-a	.73
"	222	E	2	C-a	.73
"	123	E	1	C-a	.73
"	223	E	2	C-a	.73
"	124	E	1	C-b	.75
"	224	E	2	C-b	.75

continued...

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3120 Devonshire	125	F	1	R-a	1.04
"	225	F	2	R-b	1.05
"	126	F	1	H-a/c	.97
"	226	F	2	H-b	.98
"	127	F	1	H-a/c	.97
"	227	F	2	H-b	.98
"	128	F	1	R-a	1.04
"	228	F	2	R-b	1.05
"	129	G	1	S-c	1.04
"	229	G	2	S-d	1.05
"	130	G	1	S-a	1.03
"	230	G	2	S-b	1.05
"	131	G	1	S-a	1.03
"	231	G	2	S-b	1.05
"	132	G	1	S-c	1.04
"	232	G	2	S-d	1.05
3140 Devonshire	133	H	1	A	.65
"	233	H	2	A	.65
"	134	H	1	C-c	.74
"	234	H	2	C-c	.74
"	135	H	1	B-a	.68
"	235	H	2	B-a	.68
"	136	H	1	B-a	.68
"	236	H	2	B-a	.68
"	137	H	1	C-c	.74
"	237	H	2	C-c	.74
"	138	H	1	A	.65
"	238	H	2	A	.65
"	139	I	1	C-b	.75
"	239	I	2	C-b	.75
"	140	I	1	C-a	.73
"	240	I	2	C-d	.75
"	141	I	1	C-a	.73
"	241	I	2	C-a	.73
"	142	I	1	C-a	.73
"	242	I	2	C-a	.73
"	143	I	1	C-a	.73
"	243	I	2	C-a	.73
"	144	I	1	C-b	.75
"	244	I	2	C-b	.75
"	145	J	1	R-a	1.04
"	245	J	2	R-b	1.05
"	146	J	1	H-a/c	.97
"	246	J	2	H-b	.98
"	147	J	1	H-a/c	.97
"	247	J	2	H-b	.98
"	148	J	1	R-a	1.04
"	248	J	2	R-b	1.05

continued...

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
2000 Huntington	149	K	1	S-c	1.04
"	150	K	1	S-a	1.03
"	151	K	1	S-a	1.03
"	152	K	1	S-c	1.04
"	153	L	1	R-a	1.04
"	154	L	1	H-a/c	.97
"	155	L	1	H-a/c	.97
"	156	L	1	R-a	1.04
"	157	M	1	S-c	1.04
"	158	M	1	S-a	1.03
"	159	M	1	S-a	1.03
"	160	M	1	S-c	1.04
3110 Devonshire	183	S	1	C-b	.75
"	283	S	2	C-b	.75
"	184	S	1	C-a	.73
"	284	S	2	C-d	.75
"	185	S	1	C-a	.73
"	285	S	2	C-a	.73
"	186	S	1	C-a	.73
"	286	S	2	C-a	.73
"	187	S	1	C-a	.73
"	287	S	2	C-a	.73
"	188	S	1	C-b	.75
"	288	S	2	C-b	.75
TOTAL: PHASES I, II & III COMBINED					100.00%

<u>PLAN TYPE</u>	<u>% OWNERSHIP PER UNIT</u>	<u>TYPICAL INTERIOR SQ.FT.</u>	<u>NO. UNITS</u>	<u>SQ.FT. BY PLAN TYPE</u>
ALCOTT: A	.65	662.18	8	5,297.44
BEDFORD: B-a	.68	681.95	6	4,091.70
BEDFORD: B-b	.68	697.81	2	1,395.62
CONCORD: C-a	.73	744.78	21	15,640.38
CONCORD: C-b	.75	761.28	12	9,135.36
CONCORD: C-c	.74	746.47	8	5,971.76
CONCORD: C-d	.75	763.76	3	2,291.28
HAWTHORNE: H-a/c	.97	983.25	12	11,799.00
HAWTHORNE: H-b	.98	997.42	10	9,974.20
ROXBURY: R-a	1.04	1052.48	8	8,419.84
ROXBURY: R-b	1.05	1067.04	6	6,402.24
SALEM: S-a	1.03	1046.00	6	6,276.00
SALEM: S-b	1.05	1060.82	2	2,121.64
SALEM: S-c	1.04	1051.71	8	8,413.68
SALEM: S-d	1.05	1064.06	4	4,256.32
TOTALS: PHASES I, II & III COMBINED				
UNITS TOTAL SQ.FT.				
1164.00 UNITS 11,799.00 SQ.FT.				

RECEIVED
JULY 20 1984
COLLIN COUNTY CLERK
DEPUTY CLERK

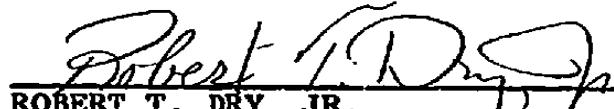
Return to:

SOUTHWEST LAND TITLE CO.
2109 W. PARKER RD., SUITE 214
PLANO, TEXAS 75023-7799

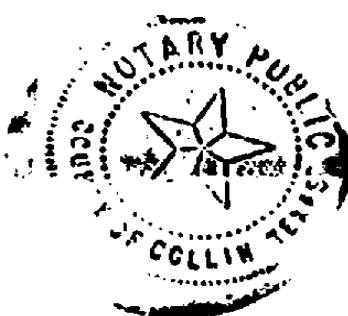
NOTICE OF LIS PENDENSSTATE OF TEXAS COUNTY OF COLLIN

Notice is hereby given that in the 199th Judicial District Court of Collin County, Texas, there is pending a certain suit, entitled ROBERT W. KUBICEK, et ux ANN KUBICEK, Plaintiffs vs.

J. STILES, INC., Defendant, No. 76-092-199, that such suit is for the specific performance of the construction of a home and the sale of the house and lot being all that certain real estate situated in Collin County, Texas, known and described as Lot 10, Block 5, Audubon Place, (Post Oak) an Addition to the City of Plano, Texas, and that the Plaintiffs herein are seeking affirmative relief in such case, in that they are seeking conveyance of the title of such real estate.

Vol 05 PAGE 344 WITNESS MY HAND this 22 day of March, 1976.
ROBERT T. DRY, JR.
Attorney for Plaintiff

SUBSCRIBED AND SWORN to before me the 23rd day of
March, 1976.


Lois Dryer
Notary Public in and for
Collin County, Texas

FILED

JULY 24 AM 8:28

JASARTE PARK COUNTY COURT
COLLIN COUNTY, TEXAS

BY ✓ L. PITT

150

3511

ASSUMED NAME CERTIFICATE

FOR AN INCORPORATED BUSINESS OR PROFESSION
VC. 005 Case 343 Date 10/28/87 11:01

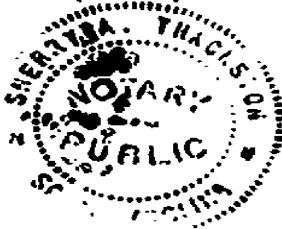
1. The assumed name under which the business or professional service is or is to be conducted or rendered is World Finance of Terrell
2. The name of the incorporated business or profession as stated in its Articles of Incorporation or comparable document is World Finance Corp. of Texas, and the charter number or certificate of authority number, if any, is 315877
3. The state, country, or other jurisdiction under the laws of which it was incorporated is Texas, and the address of its registered or similar office in that jurisdiction is 115 S. Tennessee Street, McKinney, Texas 75069
4. The period, not to exceed ten years, during which the assumed name will be used is ten years
5. The corporation is a (circle one) business corporation, non-profit corporation, professional corporation, professional association or other type of corporation (specify) _____ or other type of incorporated business, professional or other association or legal entity (specify) _____
6. If the corporation is required to maintain a registered office in Texas, the address of the registered office is 115 S. Tennessee Street, and the name of its registered agent at such address is McKinney, Texas 75069. The address of the principal office (if not the same as the registered office) is _____
7. If the corporation is not required to or does not maintain a registered office in Texas, the office address in Texas is _____; and if the corporation is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is _____ and the office address elsewhere is _____
8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "all" or "all except _____ all _____")

John J. Hernandez
Signature of officer, representative

or attorney-in-fact of the corporation

Before me on this 18 day of December 1987, personally appeared J. B. Hernandez and acknowledged to me that he executed the foregoing certificate for the purposes therein expressed.

(Notary seal)

*Sherry A. Thackston*
Notary Public Greenville County

NOTE A certificate executed and acknowledged by an attorney-in-fact shall include a statement that the attorney-in-fact has been duly authorized in writing by his principal to execute and acknowledge the same

MY COMMISSION EXPIRES 9-22-1987

45933

SUPPLEMENTAL DECLARATION
OF MERGER AND ANNEXATION
FOR
COBBLESTONE CONDOMINIUM
VOL 5 PAGE 343
PHASE III

THE STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION is made on the date set forth below by T. F. STONE COMPANIES, INC., a Texas corporation, hereinafter called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain property in the County of Collin, State of Texas, which is more particularly described on the attached Exhibit "A", and

WHEREAS, by a Condominium Declaration, hereinafter called "Declaration", recorded on March 16, 1983, in Volume 3, Page 383, of the Condominium Records of Collin County, Texas, the Declarant therein restricted COBBLESTONE CONDOMINIUM, PHASE I, consisting of forty-four (44) Units, to Condominium ownership; and

WHEREAS, by a First Amendment to Condominium Declaration for COBBLESTONE CONDOMINIUM, filed March 30, 1983, and recorded in Volume 3, Page 443, of the Condominium Records of Collin County, Texas, said Declaration was amended; and

WHEREAS, by a Supplemental Declaration of Merger and Annexation for COBBLESTONE CONDOMINIUM, PHASE II, filed May 9, 1983, and recorded in Volume 3, Page 799, of the Condominium Records of Collin County, Texas, the Declarant therein restricted an additional fifty-two (52) Units to Condominium ownership; and

WHEREAS, the above referenced Declaration provides in Paragraph 2.10 that the Declarant may annex additional property to COBBLESTONE CONDOMINIUM, PHASE I, as defined therein; and

WHEREAS, the Declarant is desirous of establishing limited common element parking designations and annexing and merging the adjoining tract described as PHASE III in the Declaration on which exist twenty (20) Units;

NOW THEREFORE, Declarant hereby declares that all of the Property described above as PHASE III in the Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration for COBBLESTONE CONDOMINIUM, PHASE I, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described above. The said easements, restrictions, covenants and conditions shall run with the above described Property and shall be binding on all parties having or acquiring any right, title or interest in the said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner and lessee thereof.

The Property described in the Plat of COBBLESTONE CONDOMINIUM, as PHASE III, which Plat is attached hereto as Exhibit "B", shall become a part of the regime, as defined in the Declaration, and the twenty (20) Units shown on the Plat of PHASE III, shall become Units, as defined in the Declaration, and from and after the filing hereof, COBBLESTONE CONDOMINIUM, PHASE III shall be a part of the regime as if it had been originally described in the Declaration and the percentage or fraction of ownership interest in the Common Areas is hereby reallocated and established among the total of one hundred sixteen (116) Units as set out in Exhibit "C", attached hereto.

This Supplemental Declaration of Merger and Annexation may be amended by Declarant without joinder of any Unit Owner or Mortgagee in order to correct errors and discrepancies in said document or to comply with the requirements of the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other permanent lender approved by the Declarant; provided, however, that no vested property rights of any Unit Owner shall be materially affected.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand and seal this 19 day of July, A.D., 1984.

T. F. STONE COMPANIES, INC.

ATTEST:

By: Tommy F. Stone
Tommy F. Stone, President

Phyllis D. Westcott
Secretary

THE STATE OF TEXAS §

VOL 5 PAGE 345

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Tommy F. Stone, President of T. F. Stone Companies, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 19th day of July, A.D., 1984.



Mary Anne Nease
Notary Public in and for Dallas
The State of Texas
My Commission Expires: Aug. 22, 1987

C E R T I F I C A T E

VOL

5 PAGE 346

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Supplemental Declaration of Merger and Annexation for COBBLESTONE CONDOMINIUM, PHASE II, as adopted by at least sixty-seven percent (67%) of the vote of the Association at a meeting of the Association on the 28th day of June, A.D., 1984.

PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

By: Tom G. Paul, President

By: Phyllis A. Deslitt, Secretary

FIELD NOTE DESCRIPTION

BEGINNING a tract of land situated in the Mary Catherine and Sally Owen Survey-Abstract No. 672 and also being part of Lot 1, Block A of Cobblestone Addition as filed in Cabinet C, Page 347, Plat Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at an iron rod for corner situated in the intersection of the North Line of Park Boulevard (a variable R.O.W.), and the East line of Huntington Drive (a 50' R.O.W.);

THENCE departing said Park Boulevard and along said Huntington Drive the following:

W 00°00'04" E a distance of 197.77 feet to an iron rod for corner and being the beginning of a curve to the left;

ALONG said curve to the left having a central angle of 09°28'40", a radius of 405.00, and an arc length of 67.00 feet to an iron rod for corner;

THENCE N 80°31'21" E a distance of 139.00 feet to an iron rod for corner;

THENCE S 25°17'15" E a distance of 94.24 feet to an iron rod for corner;

THENCE S 76°20'00" E a distance of 200.00 feet to an iron rod for corner;

THENCE N 72°48'09" E a distance of 231.21 feet to an iron rod for corner;

THENCE N 00°00'04" E a distance of 221.00 feet to an iron rod for corner;

THENCE S 89°59'56" E a distance of 122.00 feet to an iron rod for corner;

THENCE S 00°03'37" W a distance of 63.00 feet to an iron rod for corner;

THENCE S 89°56'23" E a distance of 102.00 feet to an iron rod for corner and being the beginning of a curve to the left;

THENCE along said curve to the left in a Southwesterly direction having a central angle of 90°00'00", a radius of 40.00 feet, an arc length of 62.38 feet, and a chord bearing of S 45°03'37" W to an iron rod for corner;

THENCE S 00°03'37" W a distance of 343.46 feet to an iron rod for corner in the North Line of said Park Boulevard;

THENCE along the North line of said Park Boulevard the following:

W 89°47'23" W a distance of 494.12 feet to an iron rod for corner;

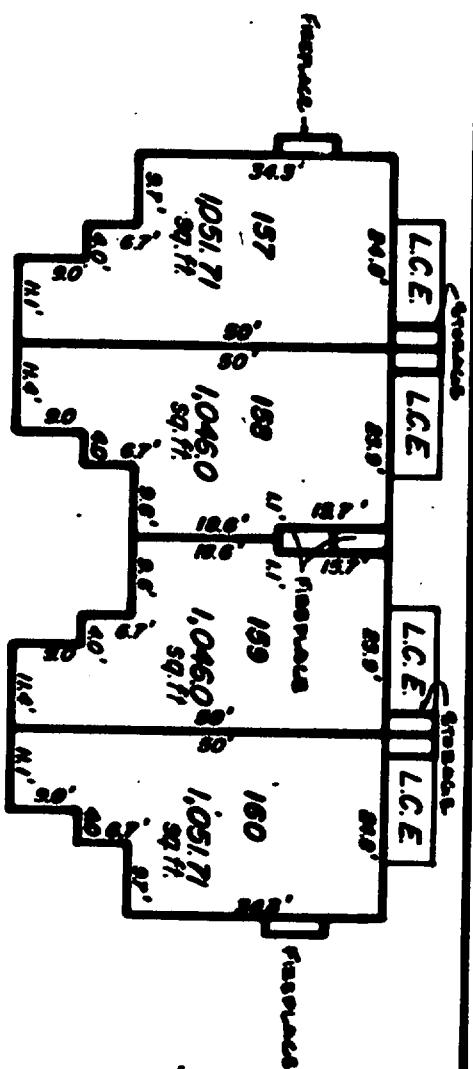
THENCE N 89°57'03" W continuing with said Park Boulevard a distance of 275.88 feet to the POINT OF BEGINNING and containing 4.623 acres of land, more or less.

vol. 5 pg. 347A

EXHIBIT B

SWARZENSKI

BUILDING NO. 1 STORY

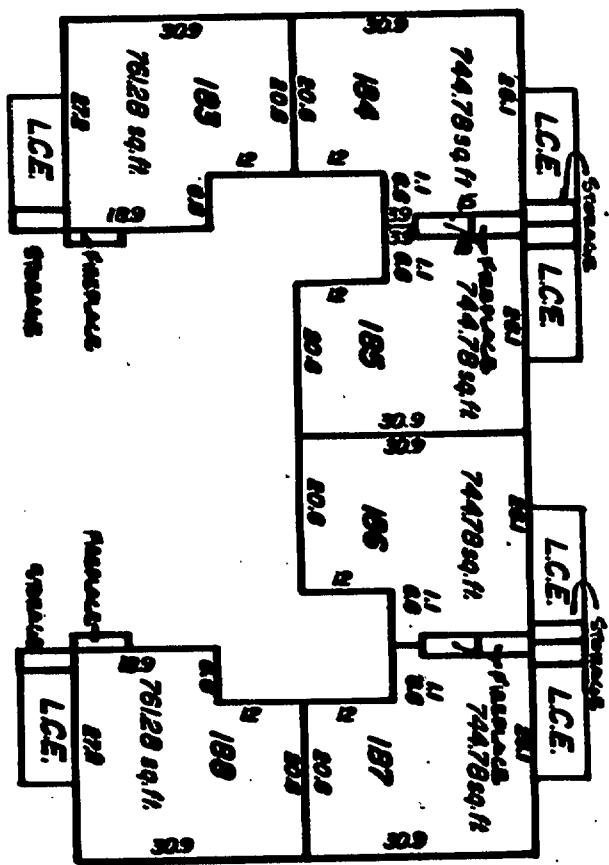


PHASE II 4000 MORTGAGE
COMPLETIVE CONDEMNATIONS

JACK R. DAVIS
Consulting civil engineers & surveyors
2002 Carlisle Street, Dallas, Texas 75204

Vol. 5 pg. 347B

EXHIBIT B



BULWANG "S"-FIRST FLOOR

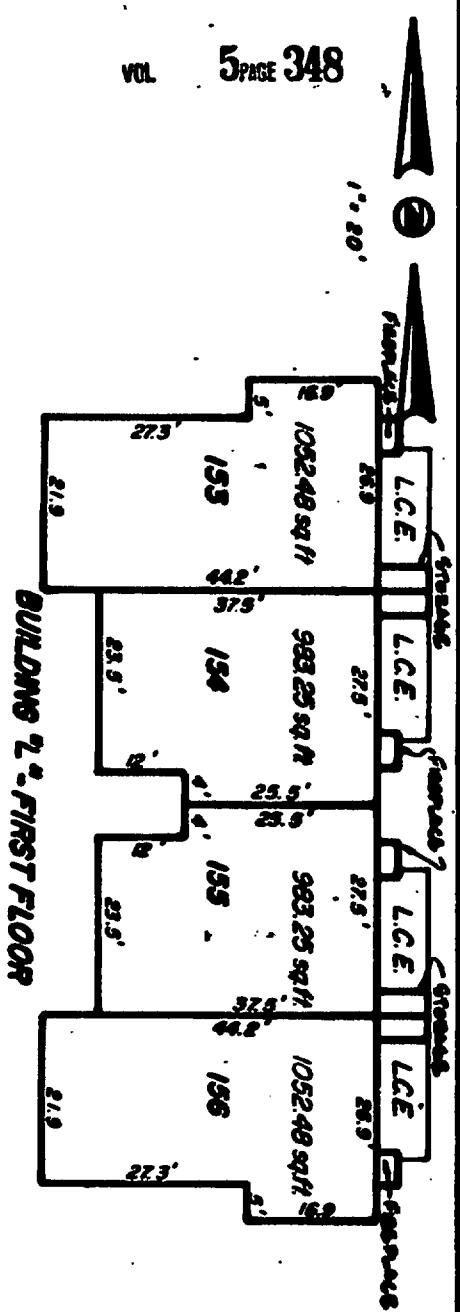
**PHASE III 310 DEVONSHIRE
COBBLESTONE CONDOMINIUMS**

LCEE-LIMITED COMMON ELEMENT

JACK R. DAVIS
& associates, Inc.
consulting civil engineers & surveyors
1902 Carlisle Street Dallas, Texas 75204

EXHIBIT B

VOL 5 PAGE 348



BUILDING 2, FIRST FLOOR

PHASE III 2000 HUNTINGTON
COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
& associates, inc.
consulting civil engineers & surveyors
2001 Carlisle Street Dallas, Texas 75204

L.C.E. - Limited Common Element

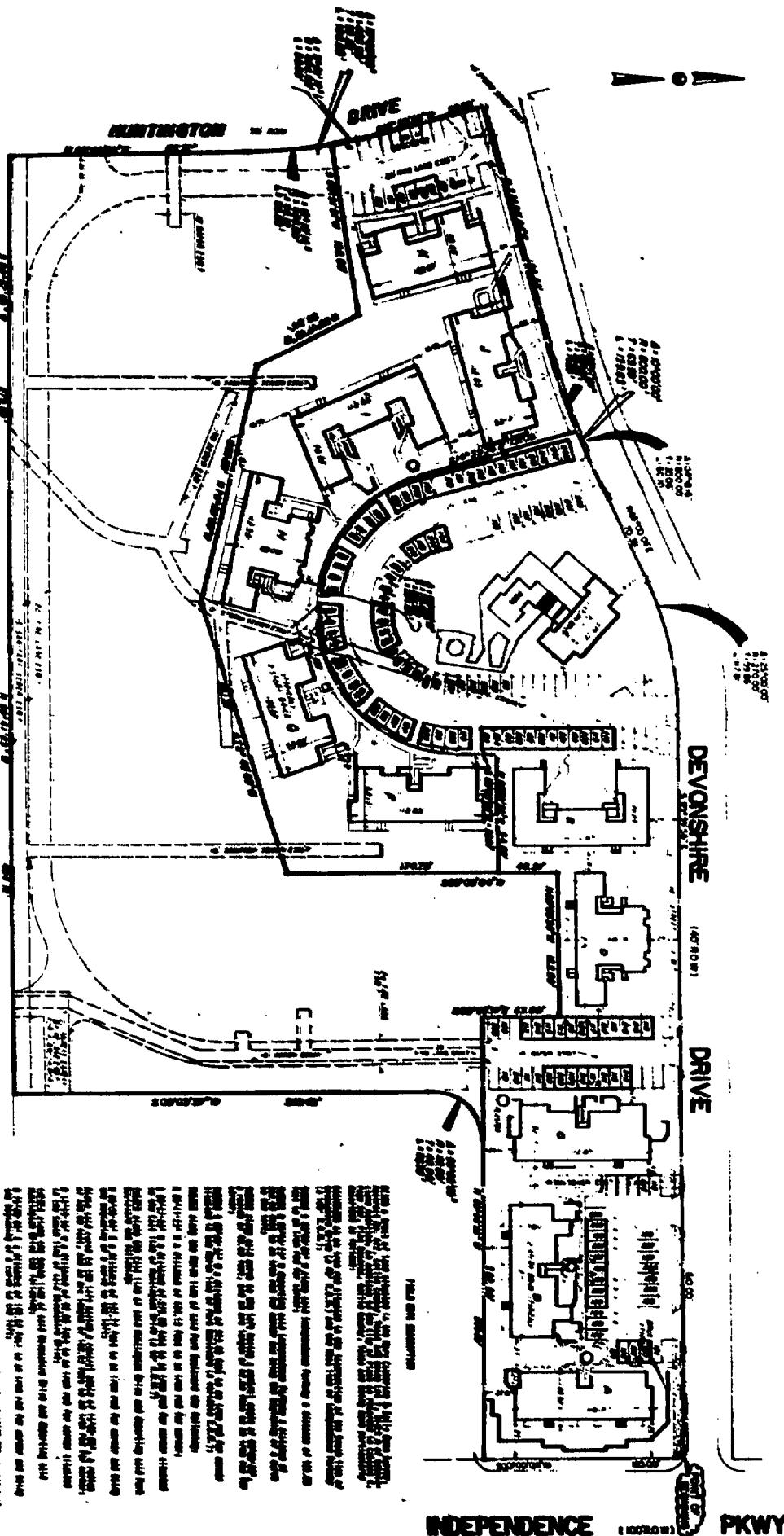
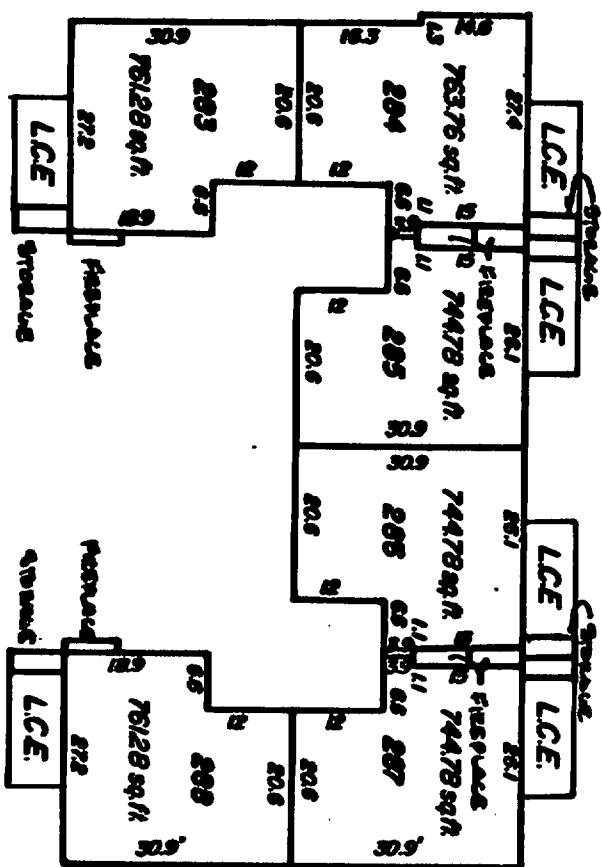


EXHIBIT B

SCALE: 1" = 20'



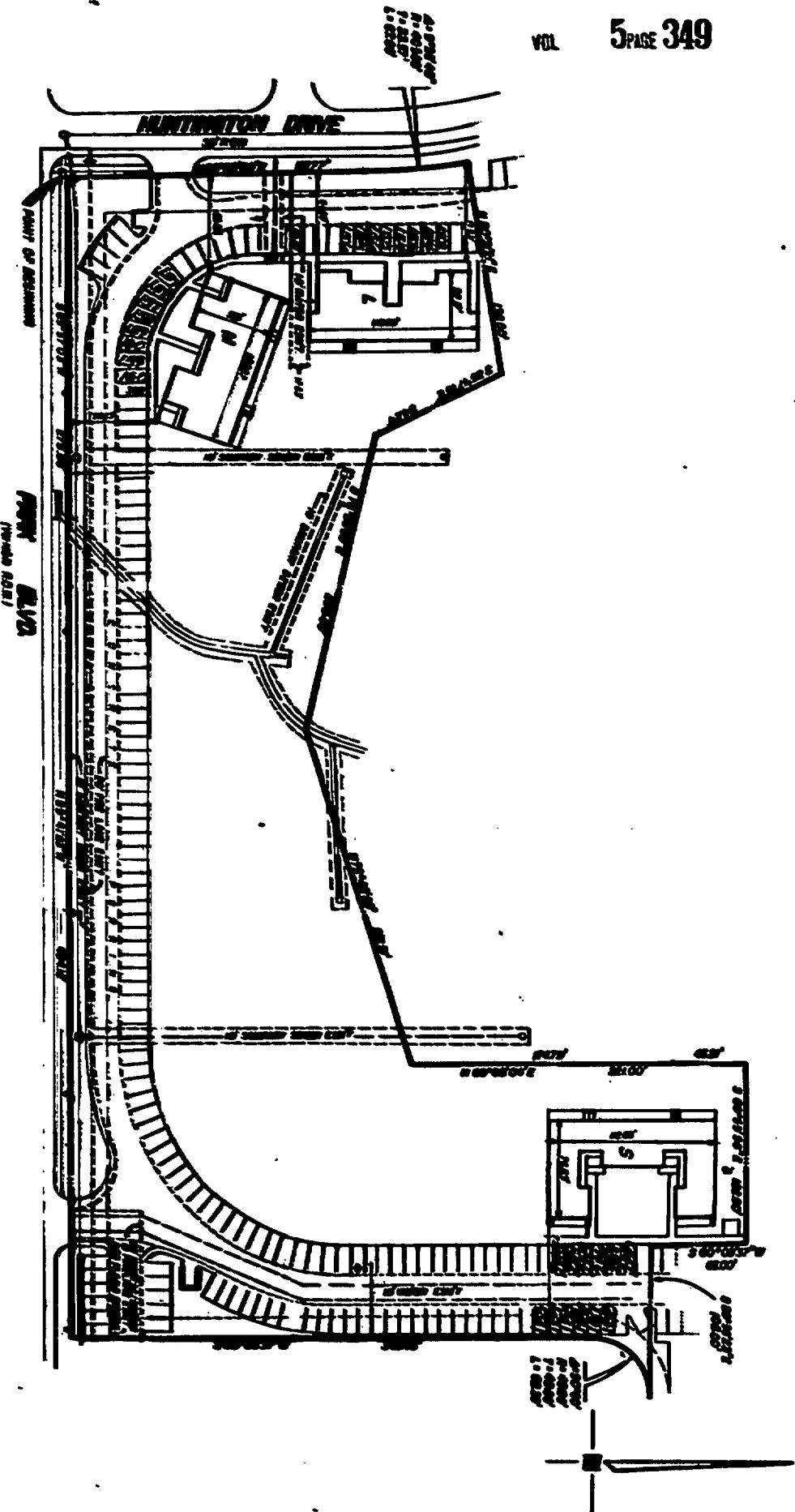
BUILDING "S"-SECOND FLOOR

L.C.E.-LIMITED COMMON ELEMENT

PHASE III 3110 DEVONSHIRE
COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
& associates, inc.

consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204



PHASE II
CORTIESTONE
PLANO, TEXAS

EXHIBIT "C"

COBBLESTONE CONDOMINIUMS

PHASES I, II & III COMBINED

Percentage of Undivided Shares in the Common Elements,
Votes and Common Expense Shares Appurtenant to Each Unit.

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3100 Devonshire	101	A	1	H-c	.97
"	102	A	1	H-b	.98
"	103	A	1	H-b	.98
"	104	A	1	H-c	.97
"	105	B	1	S-c	1.04
"	205	B	2	S-d	1.05
"	106	B	1	H-a	.97
"	206	B	2	H-b	.98
"	107	B	1	H-a	.97
"	207	B	2	H-b	.98
"	108	B	1	S-c	1.04
"	208	B	2	S-d	1.05
"	109	C	1	R-a	1.04
"	209	C	2	R-b	1.05
"	110	C	1	H-a	.97
"	210	C	2	H-b	.98
"	111	C	1	H-a	.97
"	211	C	2	H-b	.98
"	112	C	1	R-a	1.04
"	212	C	2	R-b	1.05
3110 Devonshire	113	D	1	A	.65
"	213	D	2	A	.65
"	114	D	1	C-c	.74
"	214	D	2	C-c	.74
"	115	D	1	B-a	.68
"	215	D	2	B-a	.68
"	116	D	1	B-a	.68
"	216	D	2	B-b	.68
"	117	D	1	C-c	.74
"	217	D	2	C-c	.74
"	118	D	1	A	.65
"	218	D	2	A	.65
3120 Devonshire	119	E	1	C-b	.75
"	219	E	2	C-b	.75
"	120	E	1	C-a	.73
"	220	E	2	C-d	.75
"	121	E	1	C-a	.73
"	221	E	2	C-a	.73
"	122	E	1	C-a	.73
"	222	E	2	C-a	.73
"	123	E	1	C-a	.73
"	223	E	2	C-a	.73
"	124	E	1	C-b	.75
"	224	E	2	C-b	.75

continued...

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3120 Devonshire	125	F	1	R-a	1.04
"	225	F	2	R-b	1.05
"	126	F	1	R-a/c	.97
"	226	F	2	R-b	.98
"	127	F	1	R-a/c	.97
"	227	F	2	R-b	.98
"	128	F	1	R-a	1.04
"	228	F	2	R-b	1.05
"	129	G	1	S-c	1.04
"	229	G	2	S-d	1.05
"	130	G	1	S-a	1.03
"	230	G	2	S-b	1.05
"	131	G	1	S-a	1.03
"	231	G	2	S-b	1.05
"	132	G	1	S-c	1.04
"	232	G	2	S-d	1.05
3140 Devonshire	133	H	1	A	.65
"	233	H	2	A	.65
"	134	H	1	C-c	.74
"	234	H	2	C-c	.74
"	135	H	1	B-a	.68
"	235	H	2	B-a	.68
"	136	H	1	B-a	.68
"	236	H	2	B-a	.68
"	137	H	1	C-c	.74
"	237	H	2	C-c	.74
"	138	H	1	A	.65
"	238	H	2	A	.65
"	139	I	1	C-b	.75
"	239	I	2	C-b	.75
"	140	I	1	C-a	.73
"	240	I	2	C-d	.75
"	141	I	1	C-a	.73
"	241	I	2	C-a	.73
"	142	I	1	C-a	.73
"	242	I	2	C-a	.73
"	143	I	1	C-a	.73
"	243	I	2	C-a	.73
"	144	I	1	C-b	.75
"	244	I	2	C-b	.75
"	145	J	1	R-a	1.04
"	245	J	2	R-b	1.05
"	146	J	1	R-a/c	.97
"	246	J	2	R-b	.98
"	147	J	1	R-a/c	.97
"	247	J	2	R-b	.98
"	148	J	1	R-a	1.04
"	248	J	2	R-b	1.05

continued...

STREET ADDRESS	UNIT NUMBER	BUILDING LETTER	LEVEL/FLOOR	PLAN TYPE	% OWNERSHIP OF COMMON ELEMENTS
2000 Huntington	149	K	1	S-c	1.04
"	150	K	1	S-a	1.03
"	151	K	1	S-a	1.03
"	152	K	1	S-c	1.04
"	153	L	1	R-a	1.04
"	154	L	1	H-a/c	.97
"	155	L	1	H-a/c	.97
"	156	L	1	R-a	1.04
"	157	M	1	S-c	1.04
"	158	M	1	S-a	1.03
"	159	M	1	S-a	1.03
"	160	M	1	S-c	1.04
3110 Devonshire	183	S	1	C-b	.75
"	283	S	2	C-b	.75
"	184	S	1	C-a	.73
"	284	S	2	C-d	.75
"	185	S	1	C-a	.73
"	285	S	2	C-a	.73
"	186	S	1	C-a	.73
"	286	S	2	C-a	.73
"	187	S	1	C-a	.73
"	287	S	2	C-a	.73
"	188	S	1	C-b	.75
"	288	S	2	C-b	.75

TOTAL: PHASES I, II & III COMBINED

100.00%

PLAN TYPE	% OWNERSHIP PER UNIT	TYPICAL INTERIOR SQ.FT.	NO. UNITS	SQ.FT. BY PLAN TYPE
ALCOTT: A	.65	662.18	8	5,297.44
BEDFORD: B-a	.68	681.95	6	4,091.70
BEDFORD: B-b	.68	697.81	2	1,395.62
CONCORD: C-a	.73	744.78	21	15,640.38
CONCORD: C-b	.75	761.28	12	9,135.36
CONCORD: C-c	.74	766.47	8	5,971.76
CONCORD: C-d	.75	763.76	3	2,291.28
HAWTHORNE: R-a/c	.97	983.25	12	11,799.00
HAWTHORNE: R-b	.98	997.42	10	9,974.20
ROXBURY: R-a	1.04	1052.48	8	8,419.84
ROXBURY: R-b	1.05	1067.04	6	6,402.24
SALEM: S-a	1.03	1046.00	6	6,276.00
SALEM: S-b	1.05	1060.82	2	2,121.64
SALEM: S-c	1.04	1051.71	8	8,413.68
SALEM: S-d	1.05	1064.06	4	4,256.32
TOTALS: PHASES I, II & III COMBINED				
116 UNITS 116,331 SQ.FT.				
TOTAL SQ.FT. 116,331 SQ.FT.				

FILED FOR RECORD 10/22/84 DAY OF October A.D. 1984 a.m.
 DULY RECORDED 10/22/84 DAY OF October A.D. 1984
 HOLLEN STARNES, County Clerk
 DEPUTY.
 BY: Carol Dominguez

45933

SUPPLEMENTAL DECLARATION

OF MERGER AND ANNEXATION

FOR

COBBLESTONE CONDOMINIUM

VOL

5 PAGE 343

PHASE III

THE STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION is made on the date set forth below by T. F. STONE COMPANIES, INC., a Texas corporation, hereinafter called "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain property in the County of Collin, State of Texas, which is more particularly described on the attached Exhibit "A", and

WHEREAS, by a Condominium Declaration, hereinafter called "Declaration", recorded on March 16, 1983, in Volume 3, Page 383, of the Condominium Records of Collin County, Texas, the Declarant therein restricted COBBLESTONE CONDOMINIUM, PHASE I, consisting of forty-four (44) Units, to Condominium ownership; and

WHEREAS, by a First Amendment to Condominium Declaration for COBBLESTONE CONDOMINIUM, filed March 30, 1983, and recorded in Volume 3, Page 443, of the Condominium Records of Collin County, Texas, said Declaration was amended; and

WHEREAS, by a Supplemental Declaration of Merger and Annexation for COBBLESTONE CONDOMINIUM, PHASE II, filed May 9, 1983, and recorded in Volume 3, Page 799, of the Condominium Records of Collin County, Texas, the Declarant therein restricted an additional fifty-two (52) Units to Condominium ownership; and

WHEREAS, the above referenced Declaration provides in Paragraph 2.10 that the Declarant may annex additional property to COBBLESTONE CONDOMINIUM, PHASE I, as defined therein; and

WHEREAS, the Declarant is desirous of establishing limited common element parking designations and annexing and merging the adjoining tract described as PHASE III in the Declaration on which exist twenty (20) Units;

NOW THEREFORE, Declarant hereby declares that all of the Property described above as PHASE III in the Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration for COBBLESTONE CONDOMINIUM, PHASE I, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described above. The said easements, restrictions, covenants and conditions shall run with the above described Property and shall be binding on all parties having or acquiring any right, title or interest in the said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner and lessee thereof.

The Property described in the Plat of COBBLESTONE CONDOMINIUM, as PHASE III, which Plat is attached hereto as Exhibit "B", shall become a part of the regime, as defined in the Declaration, and the twenty (20) Units shown on the Plat of PHASE III, shall become Units, as defined in the Declaration, and from and after the filing hereof, COBBLESTONE CONDOMINIUM, PHASE III shall be a part of the regime as if it had been originally described in the Declaration and the percentage or fraction of ownership interest in the Common Areas is hereby reallocated and established among the total of one hundred sixteen (116) Units as set out in Exhibit "C", attached hereto.

This Supplemental Declaration of Merger and Annexation may be amended by Declarant without joinder of any Unit Owner or Mortgagee in order to correct errors and discrepancies in said document or to comply with the requirements of the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other permanent lender approved by the Declarant; provided, however, that no vested property rights of any Unit Owner shall be materially affected.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand and seal this 14 day of July, A.D., 1984.

T. F. STONE COMPANIES, INC.

ATTEST:

By: Tommy F. Stone
Tommy F. Stone, President

D. L. Hefner
Secretary

THE STATE OF TEXAS §

VOL 5 PAGE 345

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Tommy F. Stone, President of T. F. Stone Companies, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 19th day of July, A.D., 1984.



Mary Anne Vanya
Notary Public in and for Dallas
The State of Texas
My Commission Expires: Aug. 22, 1987

C E R T I F I C A T E

VOL

5 PAGE 346

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Supplemental Declaration of Merger and Annexation for COBBLESTONE CONDOMINIUM, PHASE II, as adopted by at least sixty-seven percent (67%) of the vote of the Association at a meeting of the Association on the 28th day of June, A.D., 1984.

PLANO COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

By: Tom C. Stue, President

By: Phyllis A. Washitt, Secretary

FIELD NOTE DESCRIPTION

BEING a tract of land situated in the Mary Catherine and Sally Gwen Surveyor-
Abstract No. 672 and also being part of Lot 1, Block A of Cobblestone Add-
ition as filed in Cabinet C, Page 347, Plat Records of Collin County, Texas
and being more particularly described as follows:

BEGINNING at an iron rod for corner situated in the intersection of the
North line of Park Boulevard (a variable R.O.W.), and the East line of
Huntington Drive (a 50' R.O.W.);

THENCE departing said Park Boulevard and along said Huntington Drive
the following:

N 00°00'04" E a distance of 197.77 feet to an iron rod for corner and
being the beginning of a curve to the left;

ALONG said curve to the left having a central angle of 09°28'40" ,
a radius of 405.00, and an arc length of 67.00 feet to an iron rod for
corner;

THENCE N 80°31'21" E a distance of 138.00 feet to an iron rod for corner;

THENCE S 25°17'15" E a distance of 94.24 feet to an iron rod for corner;

THENCE S 76°20'00" E a distance of 200.00 feet to an iron rod for corner;

THENCE N 72°48'09" E a distance of 231.21 feet to an iron rod for corner;

THENCE N 00°00'04" E a distance of 221.00 feet to an iron rod for corner;

THENCE S 89°59'56" E a distance of 122.00 feet to an iron rod for corner;

THENCE S 00°03'37" W a distance of 63.00 feet to an iron rod for corner;

THENCE S 89°56'23" E a distance of 102.00 feet to an iron rod for corner
and being the beginning of a curve to the left;

THENCE along said curve to the left in a Southwesterly direction having a
central angle of 90°00'00", a radius of 40.00 feet, an arc length of 62.38
feet, and a chord bearing of S 45°03'37" W to an iron rod for corner;

THENCE S 00°03'37" W a distance of 343.46 feet to an iron rod for corner
in the North line of said Park Boulevard;

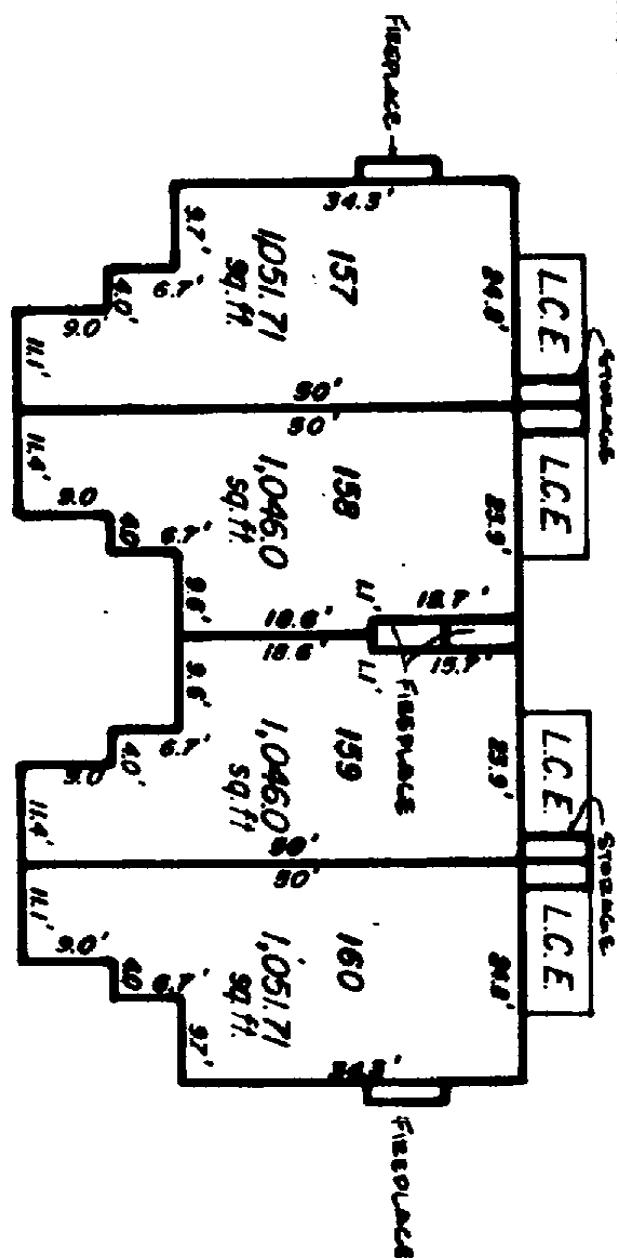
THENCE along the North line of said Park Boulevard the following:

N 89°41'23" W a distance of 494.12 feet to an iron rod for corner;

THENCE N 89°57'03" W continuing with said Park Boulevard a distance of
275.88 feet to the POINT OF BEGINNING and containing 4.623 acres of land,
more or less.

EXHIBIT B

SCALE: 1"=20"

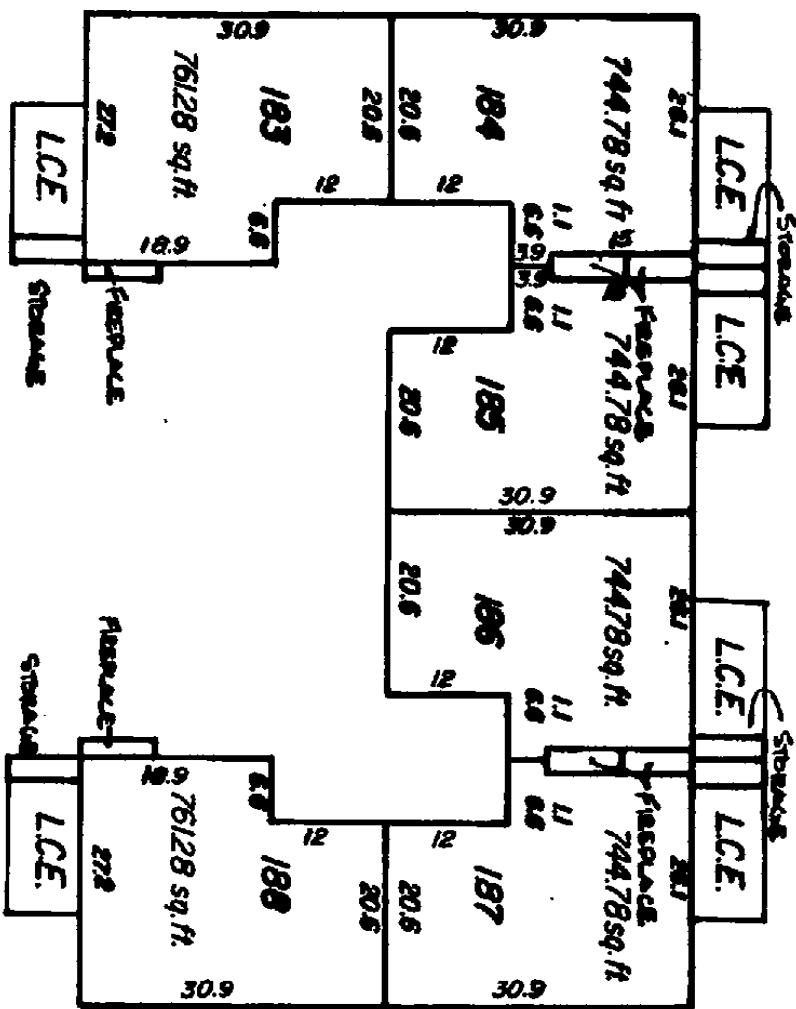


BUILDING 'M' / STORY

PHASE II 2000 MCKINNENY
CABLESTONE CONDOMINIUMS

JACK R. DAVIS
& Associates, Inc.

consulting civil engineers & surveyors
2002 Carlisle Street Dallas, Texas 75204



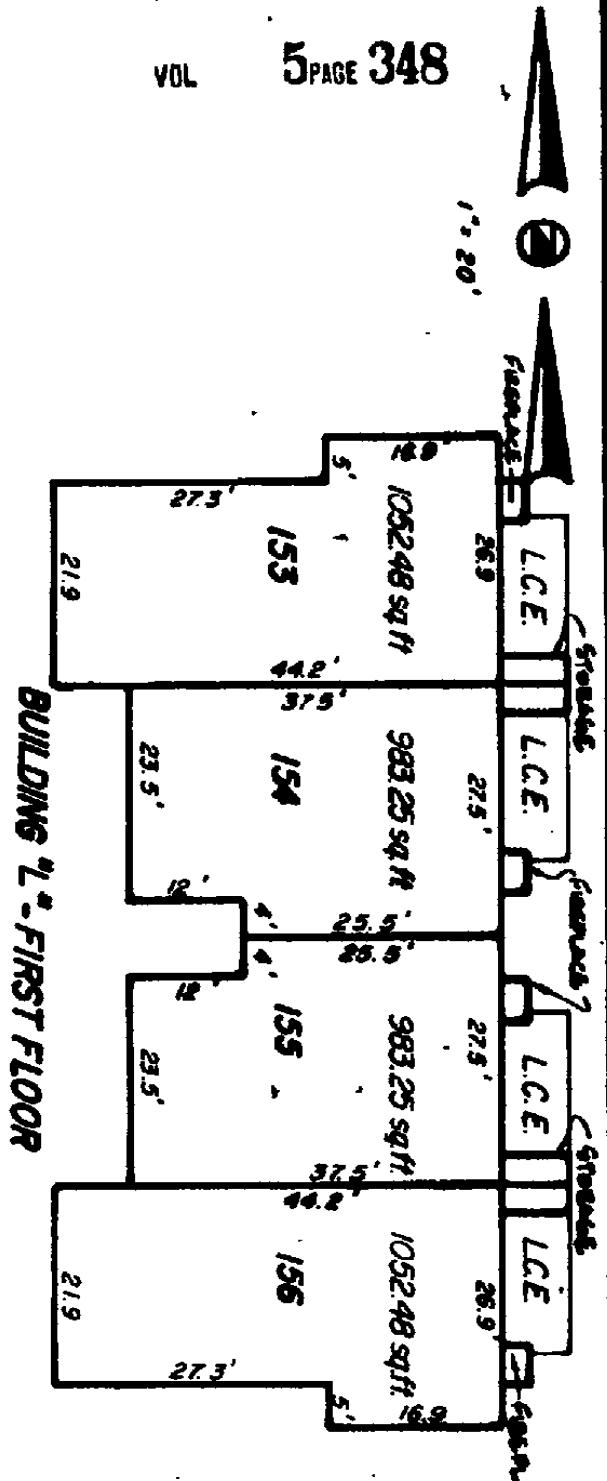
BUILDING "S"-FIRST FLOOR

PHASE III 310 DEVONSHIRE

COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
& associates, inc.

consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204



BUILDING 'L' - FIRST FLOOR

PHASE III 2000 HUNTINGTON
COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
B & Associates, Inc.

consulting civil engineers & surveyors
2002 Carlisle Street Dallas, Texas 75204

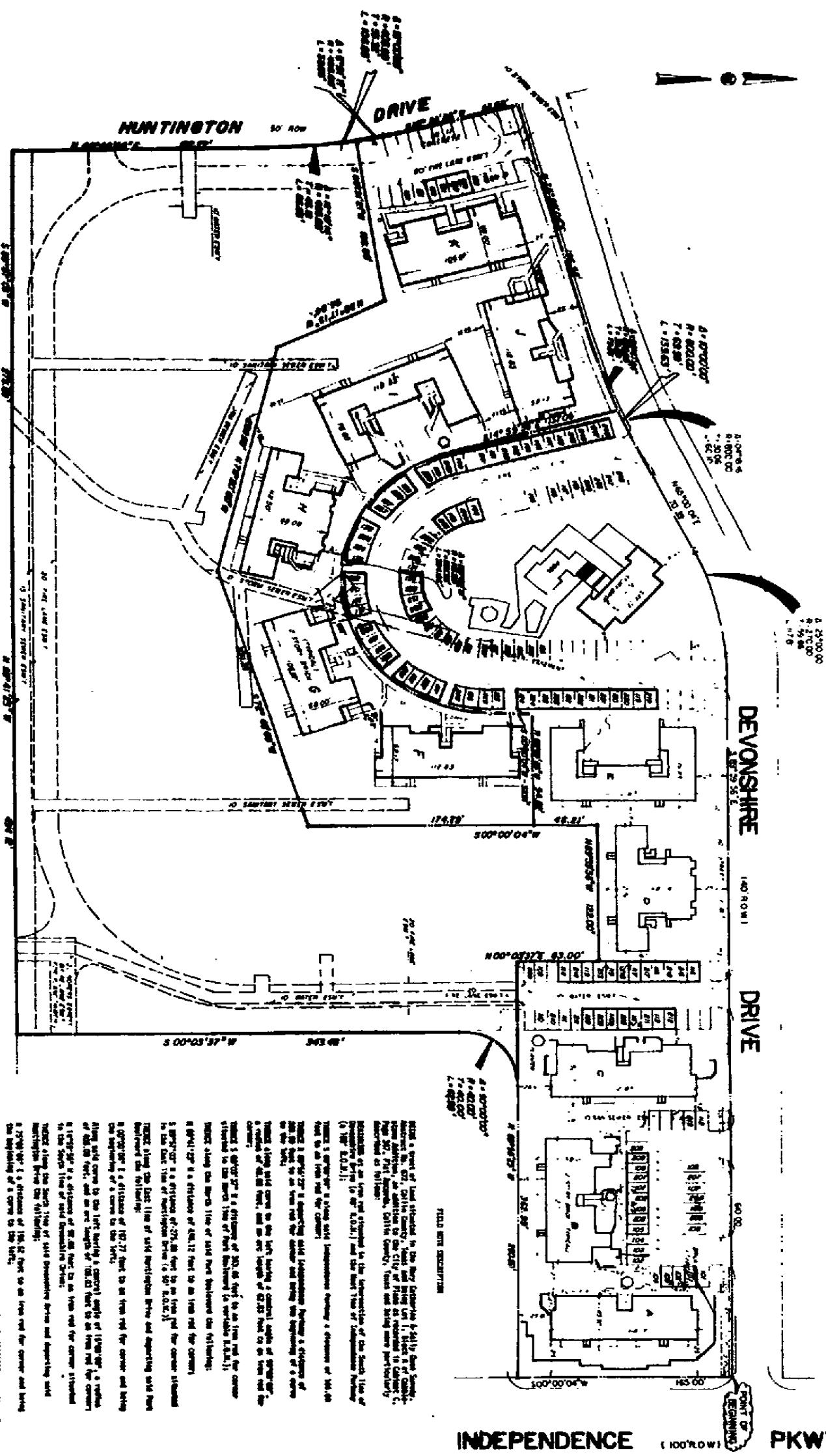
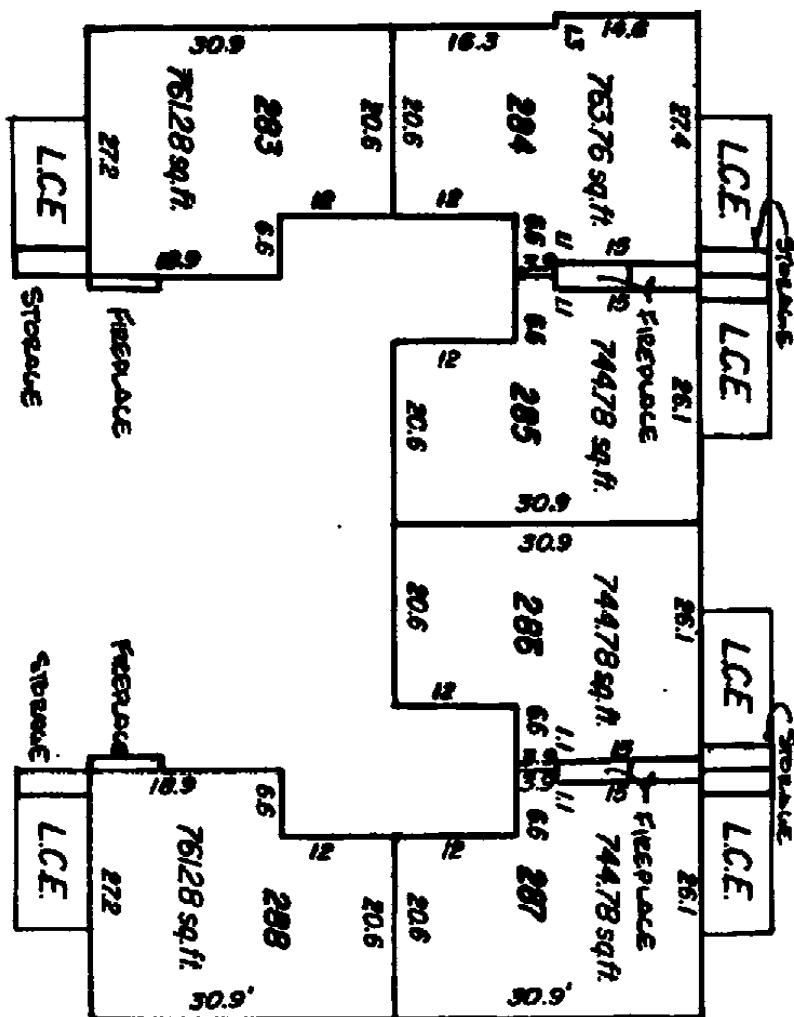


EXHIBIT "B"

NOTE: ALL EASEMENTS SHOWN ARE FULLED IN CADDY 7, C. 1980. SEE PLAT RECORDS, COLLIN COUNTY, TEXAS

NOTE: A distance of 10.12' from the 100' road for corner and building is the beginning of a curve to the left. A distance of 10.12' from the 100' road for corner and building is the beginning of a curve to the right. A distance of 20' 00" 00" is the beginning of a curve to the left, measured in a counter-clockwise direction. A distance of 20' 00" 00" is the beginning of a curve to the right, measured in a counter-clockwise direction. A distance of 10.12' from the 100' road to the right for corner and building is the beginning of a curve to the left. A distance of 10.12' from the 100' road to the left for corner and building is the beginning of a curve to the right. A distance of 20' 00" 00" is the beginning of a curve to the left, measured in a counter-clockwise direction. A distance of 20' 00" 00" is the beginning of a curve to the right, measured in a counter-clockwise direction. A distance of 10.12' from the 100' road to the right for corner and building is the beginning of a curve to the left. A distance of 10.12' from the 100' road to the left for corner and building is the beginning of a curve to the right. A distance of 20' 00" 00" is the beginning of a curve to the left, measured in a counter-clockwise direction. A distance of 20' 00" 00" is the beginning of a curve to the right, measured in a counter-clockwise direction.

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BUILDING "S" - SECOND FLOOR

PHASE III . 3/10 DEVONSHIRE

COBBLESTONE CONDOMINIUMS

JACK R. DAVIS
& associates, inc.

L.F.E.-LIMITED COMMON ELEMENT

consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

EXHIBIT B

vol.

5 PAGE 349

EXHIBIT "B"

MAY 1962

COBBLESTONE PLANO, TEXAS

EXHIBIT "C"

COBBLESTONE CONDOMINIUMS

PHASES I, II & III COMBINED

Percentage of Undivided Shares in the Common Elements,
Votes and Common Expense Shares Appurtenant to Each Unit.

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
3100 Devonshire	101	A	1	H-c	.97
"	102	A	1	H-b	.98
"	103	A	1	H-b	.98
"	104	A	1	H-c	.97
"	105	B	1	S-c	1.04
"	205	B	2	S-d	1.05
"	106	B	1	H-a	.97
"	206	B	2	H-b	.98
"	107	B	1	H-a	.97
"	207	B	2	H-b	.98
"	108	B	1	S-c	1.04
"	208	B	2	S-d	1.05
"	109	C	1	R-a	1.04
"	209	C	2	R-b	1.05
"	110	C	1	H-a	.97
"	210	C	2	H-b	.98
"	111	C	1	H-a	.97
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"	112	C	1	R-a	1.04
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"	222	E	2	C-a	.73
"	123	E	1	C-a	.73
"	223	E	2	C-a	.73
"	124	E	1	C-b	.75
"	224	E	2	C-b	.75

continued...

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
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continued...

<u>STREET ADDRESS</u>	<u>UNIT NUMBER</u>	<u>BUILDING LETTER</u>	<u>LEVEL/FLOOR</u>	<u>PLAN TYPE</u>	<u>% OWNERSHIP OF COMMON ELEMENTS</u>
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"	153	L	1	R-a	1.04
"	154	L	1	H-a/c	.97
"	155	L	1	H-a/c	.97
"	156	L	1	R-a	1.04
"	157	M	1	S-c	1.04
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"	286	S	2	C-a	.73
"	187	S	1	C-a	.73
"	287	S	2	C-a	.73
"	188	S	1	C-b	.75
"	288	S	2	C-b	.75
TOTAL: PHASES I, II & III COMBINED					100.00%

<u>PLAN TYPE</u>	<u>% OWNERSHIP PER UNIT</u>	<u>TYPICAL INTERIOR SQ.FT.</u>	<u>NO. UNITS</u>	<u>SQ.FT. BY PLAN TYPE</u>
ALCOTT: A	.65	662.18	8	5,297.44
BEDFORD: B-a	.68	681.95	6	4,091.70
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	C-c	746.47	8	5,971.76
	C-d	763.76	3	2,291.28
HAWTHORNE: H-a/c	.97	983.25	12	11,799.00
	H-b	997.42	10	9,974.20
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	R-b	1067.04	6	6,402.24
SALEM: S-a	1.03	1046.00	6	6,276.00
	S-b	1060.82	2	2,121.64
	S-c	1051.71	8	8,413.68
	S-d	1064.06	4	4,256.24
TOTALS: PHASES I, II & III COMBINED				
UNITS				
TOTAL SQ.FT.				

RECEIVED
JULY 20 1984
COLLIN COUNTY CLERK
DEPUTY CLERK

Return to:

SOUTHWEST LAND TITLE CO.
2109 W. PARKER RD., SUITE 214
PLANO, TEXAS 75023-7799

NOTICE OF LIS PENDENSSTATE OF TEXAS COUNTY OF COLLIN

Notice is hereby given that in the 199th Judicial District Court of Collin County, Texas, there is pending a certain suit, entitled ROBERT W. KUBICEK, et ux ANN KUBICEK, Plaintiffs vs.

J. STILES, INC., Defendant, No. 76-092-199, that such suit is for the specific performance of the construction of a home and the sale of the house and lot being all that certain real estate situated in Collin County, Texas, known and described as Lot 10, Block 5, Audubon Place, (Post Oak) an Addition to the City of Plano, Texas, and that the Plaintiffs herein are seeking affirmative relief in such case, in that they are seeking conveyance of the title of such real estate.

Vol 05 PAGE 344 WITNESS MY HAND this 22 day of March, 1976.


ROBERT T. DRY, JR.
Attorney for Plaintiff

SUBSCRIBED AND SWORN to before me the 22nd day of
March, 1976.



Lois Dryer
Notary Public in and for
Collin County, Texas

FILED

15 MAR 24 AM 8:28

JASARTE PARK COUNTY COURT
COLLIN COUNTY, TEXAS

BY ✓ L. PITT

150

THE STATE OF TEXAS, } **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF } **30992** **VOL 1132 PAGE 473**

THAT I, O. J. Beckham, President
 of Beckham Development Corporation

, in consideration of the sum of

\$10.00

and other good and valuable consideration

in hand paid by The City of Plano
 receipt of which is hereby acknowledged, do by
 these presents grant, bargain, sell and convey unto to The City of Plano , the free
 and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following
 described property,

owned by Beckham Dev. Corp. situated in Collin County, Texas, in the Mary and
 Catherine Owen Survey, Abstract No. 672

Beginning at a point in the North line of Park Blvd. (a variable width R.O.W.),
 and the East line of Huntington Drive (a 50' R.O.W.);

Thence N 0°00'04" E, along the said East line of Huntington Drive, 15.00', to a
 point;

Thence N 89°57'03" E, 275.89', to a point;

Thence S 89°41'23" E, 494.12', to a point in the west line of Plano Christain
 Church Addition, an addition to the City of Plano, as filed in Deed Records,
 Collin County, Texas;

Thence S 0°03'37" W, along said West line, 15.00', to a point in the afore-
 mentioned North line of Park Blvd.;

Thence N 89°41'23" W, along the said North line of Park Blvd., 494.12', to
 a point;

Thence S 89°57'03" W, along the said North line of Park Blvd., 275.88' to
 the PLACE OF BEGINNING.

And it is further agreed that the said
 in consideration of the benefits above set out, will remove from the property above described, such fences,
 buildings and other obstructions as may now be found upon said property.

For the purpose of constructing and maintaining a sanitary sewer line
 in, along, upon and
 across said premises, with the right and privilege at all times of the grantee herein, his or its agents,
 employees, workmen and representatives having ingress, egress, and regress in, along upon and across said
 premises for the purpose of making additions to, improvements on and repairs to the said line
 any part thereof.

TO HAVE AND TO HOLD unto the said City of Plano as aforesaid for
 the purposes aforesaid the premises above described.

Witness my hand this the 29 th day of August , A.D. 19 78 .

Beckham Development Corp.
O. J. Beckham, Pres.

P.O. Box 358
CITY OF PLANO
THE STATE OF TEXAS, }

ACKNOWLEDGMENT

COUNTY OF }
in and for said County, Texas, on this day personally appeared Vol. 1132 PAGE 474

BEFORE ME, the undersigned authority,

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of , A.D. 19 .

(L.S.)

Notary Public, County, Texas
My Commission Expires

ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF }
in and for said County, Texas, on this day personally appeared

BEFORE ME, the undersigned authority,

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of , A.D. 19 .

(L.S.)

Notary Public, County, Texas
My Commission Expires

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF Dallas }

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared O. J. Beckham, President
of Beckham Development Corp. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Beckham Development Corp. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 1st day of Sept., A.D. 19 78

R. Miller
Notary Public, Dallas County, Texas
My Commission Expires June 1, 1980

CLERK'S CERTIFICATE

THE STATE OF TEXAS, }
COUNTY OF }
I, , County

Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing dated on the day of , A.D. 19 , with its Certificate of Authentication, was filed for record in my office on the day of , A.D. 19 , at o'clock M., and duly recorded this day of , A.D. 19 , at o'clock M., in the

Records of said County, in Volume , on pages .

WITNESS MY HAND AND SEAL OF THE COUNTY COURT of said County, at office in , the day and year last above written.

County Clerk, County, Texas.
By , Deputy.

EASEMENT

CC-215

No.

FROM
TO

FILED FOR RECORD

AY of A. D. 19
ock M.

Co., Texas
Deputy.

RECORDED

A. D. 19
County Records,
Page ,

County Clerk

ling Fee \$ 87.64 21 SEP 21 1978
should be filed immediately with
for record.

MARTIN Stationery Co., Dallas

FILED FOR RECORD 12 DAY OF Sept A.D. 1978, at M.
RECORDED 13 DAY OF Sept A.D. 1978.
JAS. R. WEBB, COUNTY CLERK, COLLIN COUNTY, TEXAS.
BY: Anne Boren DEPUTY.