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CONDOMINIUM DECLARATION
FOR
THE PADDOCK CONDOMINIUMS

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EXHIBITS

- A Legal Description of Real Property
- B Condominium Map - Survey
- C Schedule of Units, Square Footage Per Unit
 and Percentage of Ownership in Common
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- D By-Laws - The Paddock Home Owners Association,
 Inc.

CONDOMINIUM DECLARATION
FOR
THE PADDOCK CONDOMINIUMS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

3-08-2651

THAT, WHEREAS, THE HAMLETS CORPORATION, a Texas Corporation, hereinafter called "Declarant", is the owner of certain real property and the improvements thereon situated in the County of Travis, State of Texas, which property is more particularly described on the attached 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, and

WHEREAS, the above described property is presently improved with ten (10) buildings containing one hundred two (102) individual apartment-type units which the Declarant intends to dedicate as condominium units, as follows:

ARTICLE I
DEFINITIONS

When used in this Condominium Declaration, the words set out below shall have the following meanings:

§ 1.01 "Apartment" or "apartment unit" means one individual air space unit which is contained within the perimeter walls, floors and ceilings of a building as shown on the map.

§ 1.02 "Condominium unit" means one individual air space unit together with the interest in the general common elements appurtenant to such unit, and limited common elements appurtenant to such unit.

§ 1.03 "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units in THE PADDOCK CONDOMINIUMS, including the Declarant, but the term owner shall not include any mortgagee.

§ 1.04 "General Common Elements" means and includes:

- (1) The land described on Exhibit "A" on which the buildings are located;
- (2) The foundations, columns, girders, beams, supports, main walls and roofs; dividing walls between two or more units, or units and common elements, halls, lobbies, walkways, stairs, entrances and exits of the building.
- (3) The yards, gardens, unassigned parking areas, fences, unassigned storage areas, streets, service drives, service easements, recreation areas, laundry rooms, boiler rooms and mechanical rooms, if any.

(4) The installations consisting of the equipment and materials making up central services such as power, light, gas, water, and the like; pumps, motors, fans, compressors, ducts, driveways, and in general all apparatus and installations existing for the common use and enjoyment of the premises and necessary for the common use and maintenance of the Property as a condominium, including those items which have been designated as common areas and facilities on the Condominium map attached hereto.

(5) All other structures, facilities and equipment located on the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

(6) Parking spaces not specifically designated as a limited common element of a designated apartment unit and described on the condominium map attached hereto as unassigned parking spaces, if any.

§ 1.05 "Limited Common Elements" means a part of the general common elements reserved for the exclusive use of the owner of a condominium unit; parking areas, balconies and patios, and attic spaces directly above a unit, if any, indicated on Exhibit "B" as appurtenant limited elements to a specific unit only, shall be deemed limited common elements.

§ 1.06 "Entire Premises" or "Property" means and includes the land, the building, all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto.

§ 1.07 "Common Expenses" means and includes:

(1) All sums lawfully assessed against the general common elements by the Managing Agent or Board of Directors;

(2) Expenses of administration and management, maintenance, repair or replacement of the general common elements;

(3) Expenses agreed upon as common expenses by the owners; and

(4) Expenses declared common expenses by provisions of this Declaration and by the By-Laws.

§ 1.08 "Association of Unit Owners" or "Homeowners Association" means a Texas non-profit corporation, which corporation shall govern the administration of this condominium property, the members of which shall be all of the owners of the condominium units, during the period of their respective ownership and the respective heirs, personal representatives, successors and assigns of such owners.

§ 1.09 "Map", "Survey Map" or "Plans" means and includes 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 22 sheets labeled Exhibit "B", and incorporated herein by reference for all purposes.

3-08-2652

ARTICLE II

GENERAL PROVISIONS

§ 2.01 Condominium Map. The Map, shall be filed for record simultaneously with the recording of this Declaration as an exhibit and part hereof, and prior to the first conveyance of any condominium unit. Such map shall consist of and set forth (1) the legal description of the surface of the land; (2) the linear measurements and location, with reference to the exterior boundaries of the land, of the building and all other improvements built or to be built on said land by Declarant; (3) floor plans and elevation plans of the building built or to be built thereon showing the location, the building designation, the apartment unit designation and the linear dimensions of each apartment unit and the limited common elements; (4) the elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plane.

Declarant reserves the right to amend the Map, from time to time, to conform the same according to the actual location of any of the improvements and to establish, vacate and relocate easements, access road easements and on-site parking areas.

§ 2.02 Division of Property and Creation of Condominium Units. The real property is hereby divided into the following separate fee simple estates:

(a) One hundred two (102) fee simple estates consisting of one hundred two (102) separately designated apartment units, each such apartment unit and limited common element for such unit identified by number on the Condominium Map, (Exhibit "B").

(b) The remaining portion of the entire premises referred to as the "general common elements" shall be held in common by the owners. Each unit owner's undivided percentage interest in the common elements are set forth in Exhibit "C" attached hereto and incorporated herein by reference for all purposes.

§ 2.03 Description of Condominium Units. Every deed, lease, mortgage, trust deed or other instrument may legally describe a condominium unit by its identifying unit number, followed by the words THE PADDOCK CONDOMINIUMS and by a 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 general common elements.

§ 2.04 General Common Elements and Limited Common Elements. A portion of the general common elements is set aside and reserved for the exclusive use of individual owners, such areas being the limited common elements. The limited common elements reserved for the exclusive use of the individual owners are the automobile parking spaces, patios and balconies, which are shown on the map. Such spaces are allocated and assigned by the Declarant to the respective condominium units as indicated on Exhibit "B", inclusive, hereto attached, the parking spaces assigned to each apartment unit being designated by the apartment unit number preceded by the prefix "PS", and in like manner, the balcony, assigned to each apartment unit being designated by the apartment unit number preceded by the prefix "B", and in a like manner the patio assigned to each apartment unit being designated by the apartment unit number preceded by the prefix "P". Such limited common elements shall be used in connection with the particular apartment unit to the exclusion of the use thereof by the other owners except by invitation. Portions of the common area are intended as recreation areas. Reasonable regulations

governing the use of said recreational areas by owners and by their guests and invitees shall be promulgated by the Declarant, and by the Board of Directors after same has been elected or by Managing Agent. Each Owner shall be required strictly to comply with said Rules and Regulations, and shall be responsible to the Board of Directors for the compliance therewith by members of his or her family, relatives, guests or invitees, both minor and adult.

3-08-2654

§ 2.05 Non-Partitionability of Condominium Units and Common Elements. The general common elements shall be owned in common by all of the owners of the apartment units and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements or any condominium unit.

§ 2.06 Inseparability of a Condominium Unit and Common Elements. Each apartment unit and the undivided interest in and to the general common elements appurtenant thereto shall be inseparable and may be conveyed or encumbered only as a condominium unit.

§ 2.07 Separate Tax Assessment. Declarant shall give written notice to the assessor of the creation of condominium ownership of this property, as is provided by law, so that each apartment unit and its undivided interest in the general common elements shall be deemed a separate parcel and subject to separate assessment and taxation.

§ 2.08 Ownership-Title. A condominium unit may be held and owned by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

§ 2.09 Occupancy. Each owner shall be entitled to exclusive ownership and possession of his apartment unit. Each owner may use the general common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners. Nothing shall be altered or constructed on or removed from the common elements, except upon written consent of the Board of Directors.

§ 2.10 Use. Each apartment unit shall be occupied and used by the owner only as and for a residential dwelling for the owner, his family, his social guests or his tenants.

§ 2.11 Easements and Encroachments. If any portion of the general common elements encroaches upon an apartment unit or apartment units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of an adjoining apartment unit or apartment units encroaches upon the general common elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. For title or other purposes, such encroachment(s) and easement(s) shall not be considered or determined to be encumbrances either on the general common elements or the apartment units. In addition, the Home Owners Association shall have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance of operation of the condominium project.

§ 2.12 Termination of Mechanic's or Materialmen's Liens and Indemnification. Subsequent to the completion of the improvements described on the map, no labor performed or materials furnished and incorporated in an apartment unit with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the general common elements owned by such other owners. Each owner shall indemnify and hold harmless each of the

other owners from and against all liability arising from the claim of any lien against the apartment unit of any other owner or against the general common elements for construction performed or for labor, materials, services or other products incorporated in the owner's apartment unit at such owner's request.

3-08-2655
§ 2.13 Personal Property for Common Use. Upon the date defined in Article III, § 3.01 herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property, if any, located on the entire premises and furnished by Declarant, which property is intended for the common use and enjoyment of the condominium unit owners and occupants. The Association shall hold title to such property for the 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.

§ 2.14 Transfer and Assignment of Parking Spaces. Assigned parking spaces can be transferred and assigned from one unit owner to another, without the consent of the other unit owners, provided however, no such assignment shall be valid until the following occurs:

- (a) The mortgagee of the assignor and assignee must consent in writing to the assignment.
- (b) The transfer and assignment must be recorded in the Condominium Records by way of an amendment to Exhibit "B" and must be in a form approved by the Board of Directors, in writing prior to filing.

Notwithstanding the above, no such assignment shall effect either the assignors', or assignees' percentage of interest in the common elements, and under no circumstance shall any assignment be valid if the result would be that a Unit would no longer have an assigned parking space.

ARTICLE III

ADMINISTRATION AND MANAGEMENT

§ 3.01 The Paddock Home Owner's Association Inc. - Managing Agent. The administration of this condominium property shall be governed by By-Laws of THE PADDOCK HOME OWNER'S ASSOCIATION INC., a non-profit corporation, hereinafter referred to as the "Association". A copy of the "By-Laws" is hereto attached marked Exhibit "D" and incorporated herein; and same shall be deemed adopted by Declarant as sole owner of the property herein described, and all owners shall be bound thereby. "Association" as here used shall refer to the member owners as a group. An owner of a condominium unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership. The initial Managing Agent shall be THE HAMLETS CORPORATION, whose address is 4111 Medical Parkway, Suite 101, Austin, Texas 78756, and the Managing Agent perform all of the duties of the Board of Directors and shall have and exercise all of the powers and functions, including assessment and collection of common expenses, delegated hereunder to the Board of Directors and other officers of the Association, until the earlier of the expiration of three (3) years from the date the first unit contained in this Declaration is sold, transferred and conveyed or until one hundred twenty (120) days after seventy-five percent (75%) of all units are sold, said period is hereinafter referred to as the sale and development period. Nothing contained in this Article III, § 3.01 shall be construed to prevent the Managing Agent from relinquishing the control and responsibility for the administration and management of the regime to the Board of Directors prior to the end of such sale and development period.

The Board of Directors of the Association shall set the management fee, if any, for the Managing Agent. Prior to passage of control, the Association shall not be bound, either directly or indirectly to contracts or leases (including management contracts) unless the Association is provided with the right of termination without cause, and exercisable without penalty at any time after the passage of control, upon not more than ninety (90) days ³⁻⁰⁰⁻²⁶⁵⁰ notice to the other party thereto.

§ 3.02 Access for Maintenance and Repair. The owners shall have the irrevocable right, to be exercised by the Managing Agent or Board of Directors of the Association, to have access to each apartment unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another apartment unit or apartment units.

§ 3.03 Owner's Responsibility for Maintenance of Apartment Unit. An owner shall maintain and keep in repair the interior of his own apartment unit, including the fixtures thereof. All fixtures and equipment, including the heating and air conditioning system, installed within the apartment unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the apartment unit shall be maintained and kept in repair by the owner thereof. Without limitation on the generality of the foregoing, an owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor, fans, ductwork, heating unit and cooling coils, utilized in and for his apartment unit, as well as other fixtures situated within or installed into the limited common elements appurtenant to such apartment unit; and an owner shall be obligated to promptly repair and replace any broken or cracked windows, doors or glass therein that might be so broken or cracked. Notwithstanding anything to the contrary contained in this Article III, § 3.03 an owner when exercising his right and responsibility of repair, maintenance, replacement or remodeling, as herein defined, shall never alter in any manner whatsoever, the exterior appearance of his apartment unit.

An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his apartment unit, nor shall such owner be deemed to own the utilities running through his apartment unit which are utilized for, or serve more than one apartment unit, except as a tenant in common with the other owners. An owner, however, shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper, carpet, appliances, interior partition walls, and fixtures.

§ 3.04 Interference with Structural Soundness of Building. An owner shall do no act nor any work that will impair the structural soundness or 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, save with written consent of the Board of Directors first obtained.

§ 3.05 Compliance with Provisions of Declaration and By-Laws. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions 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 injunctive relief, or both, maintainable by the Managing Agent or Board of Directors on behalf of the owners or, in proper case, by an aggrieved owner.

ARTICLE IV

COMMON EXPENSES AND ASSESSMENT

3-08-2657

§ 4.01 Monthly Maintenance, Management and Insurance Assessment. The assessments made shall be based upon the cash requirements deemed to be such aggregate sum as the Managing Agent or Board of Directors of the Association shall from time to time determine is to be paid by all of the owners, including Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the general common elements, which sum may include, among other things, cost of management, assessments, fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached, issued in accordance with the provision of this Declaration, casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, wages, water charges, electricity charges, gas charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent or Board of Directors under or by reason of this Declaration, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as other costs and expenses relating to the general common elements. The limited common elements shall be maintained as general common elements and owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification, or a release of the owners from the obligation to pay.

Taxes are not part of the common expenses except as otherwise provided in Article VIII, § 8.04 hereof.

Each owner shall pay for his own utilities which are separately metered and billed to each unit by the respective utility companies. Utility expenses which are not separately billed or metered shall be part of the common expenses and each unit owner shall pay his pro-rata share thereof as in the case of other common expenses.

§ 4.02 Capital Improvement Assessment. In addition to the regular monthly assessments authorized by this Declaration or by the By-Laws, the Managing Agent or the Board of Directors may levy in any fiscal year a special assessment or assessments applicable to that fiscal year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a described capital improvement constituting or to constitute part of the common elements, including the necessary fixtures and personal property related thereto, or for the purchase of any movable or personal property for the common use of all the owners, or for such other purpose or purposes as the Managing Agent or the Board of Directors may consider appropriate and for the common benefit of all of the owners in proportion to their ownership interest in the common elements as set out in this Declaration; provided, however, that no such special assessment shall become effective until the same has received the affirmative vote of at least two-thirds (2/3) of the total votes cast, in person or by proxy, at a special meeting of the members of the Association to be called for the purpose of such vote, notice of which special meeting shall be given to each member in accordance with the provisions of the By-Laws regarding notices of special meetings.

At any such meeting the member may by the required affirmative vote aforesaid, amend or modify any such assessment prepared by the Managing Agent or the Board of Directors. The pro-rata part and share of each owner of any such special assessment shall be due and payable as provided in the resolution adopting or approving any such special assessment.

3-08-2658
§ 4.03 Owner's Obligation for Payment of Assessments. All owners shall be personally obligated to pay the estimated assessments imposed by the Board of Directors or Managing Agent of the Association to meet the common expenses. The assessments shall be made pro rata according to each owner's undivided interest in and to the general common elements. Assessments for the estimated common expenses, shall be due monthly in advance, on or before the fifth (5th) day of each month. Failure to pay by the tenth (10th) day of each month shall require the imposition may pay any unpaid common expense payable with respect to such unit, and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

§ 4.04 Waiver of Use of General Common Elements or Abandonment of Apartment Unit. No owner may exempt himself from liability for this contribution towards the common expenses by waiver of the use or enjoyment of any of the general common elements, or by abandonment of his apartment unit.

§ 4.05 Assessment Lien. All sums assessed by either regular or special assessments but unpaid for the share of common expenses chargeable to any condominium unit, including interest thereof at ten (10%) per cent per annum, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances, except only for:

- (a) Tax and special assessment liens in favor of any assessing unit, and
- (b) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such a lien.

To evidence such lien the Board of Directors or Managing Agent may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the owner of the condominium unit and a description of the condominium unit. Such a notice shall be signed by one of the Board of Directors or by the Managing Agent and may be recorded in the Office of the County Clerk of Travis County, Texas. Such lien for the common expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. 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 line and all reasonable attorney's fees. The owner shall also be required to pay to the Association a reasonable rental for the condominium unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the condominium unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The amount of the common expenses assessed against each condominium unit shall also be a debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for the unpaid common expenses shall be maintained without foreclosure or waiving the lien securing same.

Any encumbrancer holding a lien on a condominium unit may pay any unpaid common expense payable with respect to such unit, and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

3-08-2659

Each owner, by acceptance of a deed to a condominium unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes, or any other duly enacted law of the State of Texas, and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

§ 4.06 Liability for Assessment upon Transfer of Condominium Units. Upon payment to the Association of a reasonable fee not to exceed Twenty-Five and No/100 (\$25.00) Dollars, and upon the written request of any owner or any encumbrancer or prospective encumbrancer of a condominium unit, the Association, by its Managing Agent or Board of Directors, shall issue a written statement setting forth the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for the prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate 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; provided, however, that upon payment to the Association of a reasonable fee not to exceed Twenty-Five and No/100 (\$25.00) Dollars, and upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent or Board of Directors, setting forth the amount of the unpaid assessment, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, then such grantee shall not be liable for nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the subject unit. The provisions set forth in this Article IV, § 4.06 shall not apply to initial sales of the units by Declarant.

ARTICLE V

INSURANCE

§ 5.01(A). Fire and Extended Coverage. The Managing Agent or Board of Directors shall maintain at all times Texas Multi-Peril Condominium Insurance insuring such risks as are customarily covered with respect to condominium buildings including the "entire premises", insuring one hundred percent (100%) of the current replacement cost of the condominium including all general and limited common elements, fixtures and improvements including fixtures and improvements within the condominium units constituting THE PADDOCK CONDOMINIUMS. This insurance shall be

issued by responsible insurance companies authorized to do business in the State of Texas preferably upon forms prescribed or approved by the Texas State Board of Insurance naming the Association the insured, which policy or policies indemnify the interests of each condominium unit owner and shall provide for the standard non-contributory mortgagee clause in favor of each mortgagee. It shall also provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days prior written notice to each first mortgagee. Said Managing Agent or Board of Directors shall, upon request of any first mortgagee, furnish a certified copy of such blanket policy and the separate certificate identifying the interest of the mortgagor. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. Provided further, the Home Owner's Association, in order to preserve the integrity of the Condominium Project, shall be deemed to have an "insurable interest" in each condominium unit and the property contained within the unfinished interior surface of the perimeter walls, floors and ceiling of each unit, and may insure such property and improvements within the interior unfinished perimeter walls, floors, and ceiling of each condominium unit, and may insure fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual condominium units initially installed, or replacements thereof, in accordance with the original condominium plans and specifications.

3-99-2660

§ 5.01(B). Insurance Policy - Waiver of Subrogation. The insurance policies must contain a "special condominium endorsement" which provides for a waiver of the right of subrogation against unit owners individually; the insurance is not prejudiced by any act or neglect of individual unit owners which is not in the control of such owners collectively; and the policy is primary in the event the unit owner has other insurance covering the same loss.

§ 5.02. Liability Insurance. The Board of Directors shall maintain a policy of comprehensive public liability insurance in an amount not less than one million dollars (\$1,000,000.00) and property damage insurance against claims for personal injury or death, or property damage suffered by the public, or any owner, family, agent, employee, or invitee of an owner, occurring in, or on or about, the limited or general common elements hereof, including, but not limited to walkways, terraces, passageways, driveways, roadways, stairs, or property adjoining the condominium, which public liability and property damage insurance shall afford protection to such limits and extent as the Board of Directors deems desirable. Provided further that such liability and property damage insurance policy shall contain a cross-liability endorsement wherein the rights of named insured under the policy or policies shall not prejudice his, her, or their action or actions against another named insured. This liability coverage does not insure the individual unit owner for liability or damages arising out of the use of his individual condominium unit as distinguished from the common elements of the condominium project. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Home Owners

Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

§ 5.03. Fidelity Bond. The Association shall maintain a blanket fidelity bond for all the officers, directors, trustees, and employees of the Association, and all other persons handling or responsible for funds of or administered by the Home Owner's Association and that such bond shall at all times satisfy the requirements of FNMA/FHLMC.

§ 5.04. Condominium Unit Owners Insurance. The insurance required in §5.01 does not insure the personal property, clothing, and furniture of the unit owner, and each such unit owner shall, at the owner's option and expense, obtain such other insurance as the owner deems necessary to insure such personal property. Provided further, nothing herein shall be construed to prohibit the owner of a unit from obtaining at his cost and expense such additional insurance as may be necessary to insure his condominium unit and the fixtures and improvements therein.

ARTICLE VI

FIRE OR CASUALTY AND OBSOLESCENCE

§ 6.01. Association as Attorney-in-Fact. This Declaration hereby makes mandatory the irrevocable appointment of THE PADDOCK HOME OWNER'S ASSOCIATION INC. as attorney-in-fact to deal with the property upon its destruction or obsolescence. Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint THE PADDOCK HOME OWNER'S ASSOCIATION INC., their true and lawful attorney in their name, place and stead, for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, 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 are necessary and appropriate to exercise the powers herein granted. Unless otherwise stated specifically herein, repair and reconstruction of the "improvements" as used in the succeeding subparagraphs means restoring general and limited common elements to substantially the same condition in which it existed prior to the damage, with each unit and the general and limited common elements having the same vertical and horizontal boundaries as before. Unless specifically stated it does not include any restoration for the improvements within the unfinished perimeter walls, floor and ceiling of the condominium unit. In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the "improvements", shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the "improvements" shall be promptly repaired and reconstructed. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless the holders of the first mortgagees agree not to rebuild in accordance with the provisions set forth in the remaining sections of this Article VI.

§ 6.02. Damage to LESS Than Two-Thirds of Common Elements - Procedure for Repair and Restoration. If the insurance proceeds are insufficient to repair and reconstruct the "improvements", and if such damage is less than two-thirds (2/3) of all of 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 an assessment to be made against all of the owners and their

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condominium units. The cost of restoration and repair in excess of the insurance proceeds shall be a common expense made pro-rata according to each owner's percentage interest in and to the general 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 reconstruction of the "improvements" using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The 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 IV, § 4.05. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. 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:

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- (1) For payment of the balance of the lien of any first mortgage;
- (2) For payment of taxes and special assessment liens in favor of any assessing entity;
- (3) For payment of unpaid common expenses including cost and expenses provided for in Article IV, § 4.05;
- (4) For payment of junior liens and encumbrances in order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

Any restoration or repair of the project shall be performed substantially in accordance with the declaration and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on unit estates which have at least fifty-one percent (51%) of the votes of unit estates subject to eligible holder mortgages.

§ 6.03. Damage to Two-Thirds or MORE of Common Elements - Procedures for Repair and Restoration. If more than two-thirds (2/3) of all of the general common elements, not including land, are destroyed or damaged, and if the owners representing an aggregate ownership interest of one hundred percent (100%) of the condominium units do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the unanimous approval or consent of the holders of all the first mortgages, the Association 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 Map 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 owner's interest (as such interest appear on the policy or policies), and such divided proceeds shall be paid into individual separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the number of the apartment 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 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 condominium unit owner's interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in § 6.02 above.

If the owners representing an aggregate ownership interest of one hundred percent (100%) of the condominium units adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgages, then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense and made pro rata according to each owner's interest in the general common elements and shall be due and payable as provided by the terms of such plan but not sooner than 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 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 IV, § 4.05. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. 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 subparagraph (b) (1) through (5) of § 6.02 above.

§ 6.04. Obsolescence of Common Element - Repair, Renovation and Assessment. The owners representing an aggregate ownership interest of seventy-five (75%) percent of the condominium units, or more, may agree that the general common elements of the property are obsolete and that the same should be renewed or reconstructed. In such instance, the expense thereof shall be payable by all of the owners as common expenses; provided, however, that any owner not agreeing to such renewal or reconstruction may give written notice to the Association that such unit shall be purchased by the Association for the fair market value thereof. The fair market value shall include the value improvement within the perimeter walls, floors and ceiling. If such owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party), an appraiser who shall be a member of the Austin Board of Realtors. If either party fails to make such a nomination, the appraiser nominated shall, within five (5) days after default by the other party, appoint and associate with him another appraiser (to be selected from the Austin Board of Realtors). If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are unable to agree, they shall appoint another appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two (2) persons (each of whom shall be a member of the Austin Board of Realtors) and from the names of the four persons so nominated, shall be drawn by lot by any judge of any court of record in Texas, and the name so drawn shall be such

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umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days after the failure of the two appraisers to agree, which in any event shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value or in the case of their disagreement, the decision of the umpire, shall be final and binding. The expenses and fees of the appraisers will be paid by the party appointing them, or appointed on their behalf. The expenses of the umpire will be borne equally between the Association and the owner. The sale shall be consummated within fifteen (15) days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds as is provided in subparagraph (b) (1) through (5) of this § 6.02 above.

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§ 6.05. Obsolescence of Common Element - Abandonment, Sale and Distribution of Proceeds. The owners representing an aggregate ownership interest of ninety (90%) percent of the condominium units, or more, with the unanimous consent of the holders of all the first mortgages, may agree that the general common elements of the property are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of each owner's interest in the general common elements, and such apportioned proceeds shall be paid into individual separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the condominium 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 one fund to another, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of § 6.02 above.

ARTICLE VII

MORTGAGING A CONDOMINIUM UNIT

§ 7.01. Mortgage Priorities. Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create a second mortgage on the following conditions: (1) That any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and other payments created by this Declaration and by the By-Laws; (2) That the mortgagee under any second mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a second mortgagee upon written request to the Association.

§ 7.02 Mortgagee Rights.

(a) Notice to Association. An owner who mortgages his apartment shall notify the Board of Directors giving the name and address of his mortgagee. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units".

(b) Notice of Default. Upon written request by mortgagee, insurer or guarantor, the Association shall notify a first

mortgagee, insurer, or guarantor, in writing, of any default by the mortgagor in the performance of such mortgagor's obligations, as set forth in the Declaration, which is not cured within sixty (60) days.

(c) Examination of Books. The Association shall permit first mortgagees, insurers or guarantors of first mortgagees to examine the books and records of the Association during normal business hours.

(d) Reserve Fund. The Association shall establish an adequate reserve fund for replacement of common elements components and fund the same by regular monthly payments rather than by extraordinary special assessments. Additionally, a working capital fund must be established for the initial months of the project operation equal to at least a two (2) months' estimated assessment charged for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit, and shall be maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold unit shall be paid to the Association within sixty (60) days after the date of the conveyance of the first unit in the project. The purpose of the fund is to insure that the Board will have cash available to meet unforeseen expenditures, or to acquire additional equipment for services deemed necessary or desirable by the Board.

(e) Annual Audits. The Association shall furnish each first mortgagee, insurer or guarantor, of a first mortgage an annual audited financial statement upon written request, free of charge, of the Association within a reasonable period following the end of each fiscal year of the Association.

(f) Notice of Meetings. The Association shall furnish each first mortgagee upon request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

(g) Leases. With the exception of a lender in possession of a condominium unit following foreclosure, or any deed or other arrangement in lieu of foreclosure, no owner shall be permitted to lease his unit for transient or hotel purposes. No owner may lease less than the entire unit. No owner may lease or rent his unit for a period of less than thirty (30) days. The Association shall require that all leases of any apartment units must: (i) be in writing, and (ii) provide that such leases are specifically subject in all respects to the provisions of the Declaration and By-Laws of the Association, and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such leases. Other than the foregoing, there shall be no restriction on the right of any apartment owner to lease his unit.

(h) Notice of Damage or Destruction. Upon written request by a mortgagee, insurer or guarantor, the Association shall furnish the first mortgagee, insurer or guarantor, timely written notice of any substantial damage or destruction of apartment units and of any part of the common elements and facilities if such loss exceeds \$10,000.00, or damage to a condominium unit exceeds \$1,000.00.

(i) Notice of Condemnation or Eminent Domain. Upon written request of a mortgagee, insurer, or guarantor, the Association shall furnish the first mortgagee, insurer or guarantor, timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of an apartment unit or of the common

elements and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings if such taking exceeds \$10,000.00.

(j) Claims for Unpaid Assessments. Any first mortgagee who obtains title to the unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such unit's unpaid dues or charges which accrued prior to the acquisition of title to such unit by the mortgagee.

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(k) Taxes, Assessments and Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

(l) Acts by Association Requiring Approval of First Mortgagees or Owners. Except as provided by statute in case of condemnation, or substantial loss to units and/or common elements of the condominium project, unless seventy-five percent (75%) of the owners of the individual units have given their prior written approval, and sixty-seven percent (67%) of the first mortgagees have given their prior written approval, the condominium home owner's association shall not be entitled to:

(1) by act of omission, seek to abandon or terminate the condominium project;

(2) change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;

(3) partition or subdivide any condominium unit;

(4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements.

(5) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

(m) Notice of Cancellation of Insurance and Fidelity Bonds. Upon written request by a mortgagee, insurer or guarantor, the Association shall furnish such mortgage holder, insurer or guarantor, with timely written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

ARTICLE VIII

MISCELLANEOUS

§ 8.01 Revocation or Amendment to Declaration. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing an aggregate ownership interest of 75% of the condominium units then subject hereto, or more, and 67% of the holders of any first mortgages or deed of trust covering or affecting any or all condominium units unanimously consent and agree to such revocation or amendment by instrument(s) duly recorded, except as provided in Article VI hereof; provided, however that:

(a) Declarant hereby reserves and shall at all times have the right to amend this Declaration without the consent or approval of any other than the mortgagee of any property owned by it:

(1) for the purpose of correcting any typographical or other error in this Declaration or to make this Declaration comply with the mandatory provisions of the Act, if it be deficient in any respect; or

(2) to conform with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any similar duly constituted governmental authority, with respect to Condominium documentation, each by written instrument to such effect duly recorded in the Condominium Records of Travis County, Texas.

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§ 8.02 Dimensions. It is expressly agreed, and each and every purchaser of an apartment, his heirs, executors, administrators, assigns, successors, and grantees hereby agree, that the square footage, size, and dimensions of each apartment unit as set out and shown in this Declaration or in said survey plats attached as Exhibits hereto, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent, or guarantee that any apartment unit actually contains the area, square footage, or dimensions shown by the plat thereof. Each purchaser of an apartment unit hereby expressly waives any claim or demand which he may have against the Declarant or any other person whomsoever, on account of any difference, shortage, or discrepancy between the apartment unit as actually and physically existing and as it is shown on the respective plat thereof, which is attached as an Exhibit hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the apartment unit or of any apartment unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries, regardless of settling, arising, or lateral movement of the building and regardless of variances between the boundaries shown on the plat and those of the building.

§ 8.03 Limitation of Restrictions on Declarant. Declarant is undertaking the construction of individual condominium units. The completion of that work and the sale, rental and other disposal of condominium units is essential to the establishment and welfare of the property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors, or subcontractors from going on the property or any condominium unit, whenever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the property such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in condominium units by sale, lease or otherwise; or

(c) Prevent Declarant from conducting on any part of the property its business of completing said work and of establishing a plan of residential ownership and of disposing of said property in condominium units by sale, lease or otherwise; or

(d) Prevent Declarant from maintaining such sign or signs on the property as may be necessary for the sale, lease or disposition thereof.

So long as Declarant, its successors and assigns, owns one or more of the condominium units described herein, Declarant, its successors and assigns shall be subject to the provisions of this Declaration.

§ 8.04 Taxes. Ad valorem taxes, assessments and other charges of the City, County, State or other political entities, or any special district thereof, shall be separately assessed, and each condominium unit owner shall pay, at his own personal expense, all tax assessments against his apartment unit. Such taxes are not part of the common expenses. However, taxes on personal property owned by the Association as part of the common elements shall be paid by the Association as a common expense.

§ 8.05 Notices. All notices, 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 such owner in care of the apartment unit number and building address of such owner. All notices, demands or other notices intended to be served upon Managing Agent, or the Board of Directors of the Association, or the Association, shall be sent by ordinary or certified mail postage prepaid, to the Board of Directors, 4111 Medical Parkway, Suite 101, Austin, Texas 78756, or such other address as the Board of Directors may designate from time to time.

§ 8.06 Eminent Domain. In the event of a taking by eminent domain (or condemnation or a conveyance in lieu of condemnation) of part or all of the common elements, the award for such taking shall be payable to the Association, which shall represent the owners named in the proceedings. Said award shall be utilized to the extent possible for the repair, restoration, replacement or improvement of the remaining common elements, if only part are taken. If all or more than two-thirds (2/3) of the common elements are taken, it shall be deemed a destruction of more than two-thirds (2/3) of all of the general common elements, and the condominium regime shall be terminated as hereinbefore provided. Any funds not utilized (in the case of a partial taking) shall be applied in payment of common expenses otherwise assessable. In the event of a taking of all or part of a condominium unit, the award made shall be payable to the owner of such condominium unit and his mortgagee, if any, as their interests may appear.

§ 8.07 Management Agreements. After the passage of control to the Association pursuant to the provisions of Article 3.01 hereof, the Association shall enter into a management agreement which shall provide experienced, bonded, professional management of the project; provided however that self-management by the Association may be established with the prior consent of owners of units to which at least 67% of the votes in the Association are allocated and the prior approval of first mortgagees on units which have at least 51% of the votes of units subject to first mortgages. Any agreement for professional management of the condominium project, or any other contract providing for services of the developer, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice. Any such agreement shall also provide that all officers, directors, trustees and employees of Management Company, and who, directly or indirectly handle, or are responsible for the funds of the Association, shall be covered by a blanket fidelity bond, meeting the requirements of FNMA and FHLMC.

§ 8.08 Validity of Declaration.

(a) If any of the provisions of this Declaration or any Article, 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 such provision, paragraph, sentence, clause, phrase or word, in any other circumstances shall not be affected thereby.

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(b) The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law.

(c) 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.

(d) The Home Owners Association and any aggrieved unit estate owner shall have an appropriate right of action against unit estate owners for failure to comply with the provisions of the constituent documents or with decisions of the Home Owners Association which are made pursuant thereto. Unit estate owners shall have similar rights of action against the Home Owners Association.

IN WITNESS WHEREOF, Declarant, has hereunder set its hand and seal this the 16th day of January, 1982.

NO SEAL

THE HAMLETS CORPORATION
A Texas Corporation

By McClure Bintliff
McClure Bintliff, President

ATTEST:

[Signature]
Secretary

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared McClure Bintliff, President, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the same was the act of the said The Hamlets Corporation, a Texas Corporation, and that he executed the same as the act of said Texas Corporation for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26th day of January, 1982.

NOTARY SEAL

Cathy S. Harey

Notary Public in and for
The State of Texas

CATHY S. HAREY
NOTARY PUBLIC

My Commission Expires: COMMISSION EXPIRES 6/19/85

DESCRIPTION

DESCRIPTION OF 5.75 ACRES OF LAND IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING ALL OF LOTS 15 AND 16, BLOCK 7 OF BROADACRES, A SUBDIVISION OF RECORD IN BOOK 3, PAGE 135, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF LOTS 17, 18, AND 19, BLOCK 7 AND ALL OF LOTS 9 AND 10, BLOCK 10, AND PARTS OF LOT 20, BLOCK 7 AND PARTS OF LOTS 19-27, BLOCK 10 OF NORTH LOOP TERRACE, A SUBDIVISION OF RECORD IN BOOK 4, PAGE 148, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND A VACATED PART OF JIM HOGG AVENUE, OF RECORD IN VOLUME 3499, PAGE 1203 AND VOLUME 7516, PAGE 28, DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO THE HAMLETS CORPORATION, OF RECORD IN VOLUME 7699, PAGE 1621, DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 5.75 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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BEGINNING at an iron pin found at the southwest corner of this tract and of The Hamlets Corporation tract, same point being in the present north line of North Loop, in the west line of said Lot 20, Block 7, and in the east line of Lot 10, Block 7, of said North Loop Terrace;

THENCE, with the west line of part of Lot 20, and Lots 19, 18, and 17, Block 7, of said North Loop Terrace, and Lots 16 and 15, Block 7, of said Broadacres, same being the west line of The Hamlets Corporation tract and the east line of part of Lot 10 and Lots 9, 8, and 7, Block 7, of said North Loop Terrace and Lots 6 and 5, Block 7, of said Broadacres, N29°58'E 507.40 feet to an iron pin found at the northwest corner of this tract and of The Hamlets Corporation tract, same being the northwest corner of said Lot 15, Block 7, and the northeast corner of said Lot 5, Block 7, and the southeast corner of Lot 4, Block 7, and the southwest corner of Lot 14, Block 7, of said Broadacres;

THENCE, with the north line of said Lot 15, Block 7, and the south line of said Lot 14, Block 7, and its easterly prolongation, same being a north line of The Hamlets Corporation tract, S60°02'E 214.10 feet to an iron pin found in the center of a vacated part of Jim Hogg Avenue, same being the west line of Lot A, Gem Addition, of record in Book 58 at page 35 of the Plat Records of Travis County, Texas, said point being the most northerly northeast corner of this tract and of The Hamlets Corporation tract;

THENCE, with an east line of The Hamlets Corporation tract, same being the centerline of a vacated part of Jim Hogg Avenue, and the west line of said Lot A and of Lot B of said Gem Addition, S29°58'W 138.60 feet to an iron pin set at an interior ell corner of this tract and The Hamlets Corporation tract, same being also the southwest corner of said Lot B;

THENCE, with the south line of said Lot B, same being the north line of a part of Lot 19, Block 10, and of said Lot 9, Block 10, North Loop Terrace, and its westerly prolongation, S60°02'E 398.20 feet to an iron pin found at the most easterly northeast corner of this tract and of The Hamlets Corporation tract, same being the southeast corner of said Lot B, and in the present west line of Joe Sayers Avenue;

THENCE, with an east line of The Hamlets Corporation tract, and the east line of a 5' Public Utility Easement and Sidewalk Easement, of record in Volume 3560 at Page 1545 of the Deed Records of Travis County, Texas, same being the present west line of Joe Sayers Avenue, S29°58'W 358.80 feet to an iron pin found at the southeast corner of this tract and of The Hamlets Corporation tract, same being in the present north line of North Loop;

THENCE, with the south line of The Hamlets Corporation tract, same being the present north line of North Loop, N60°02'W 423.20 feet to an iron pin set and N63°04'W 189.36 feet to the POINT OF BEGINNING.

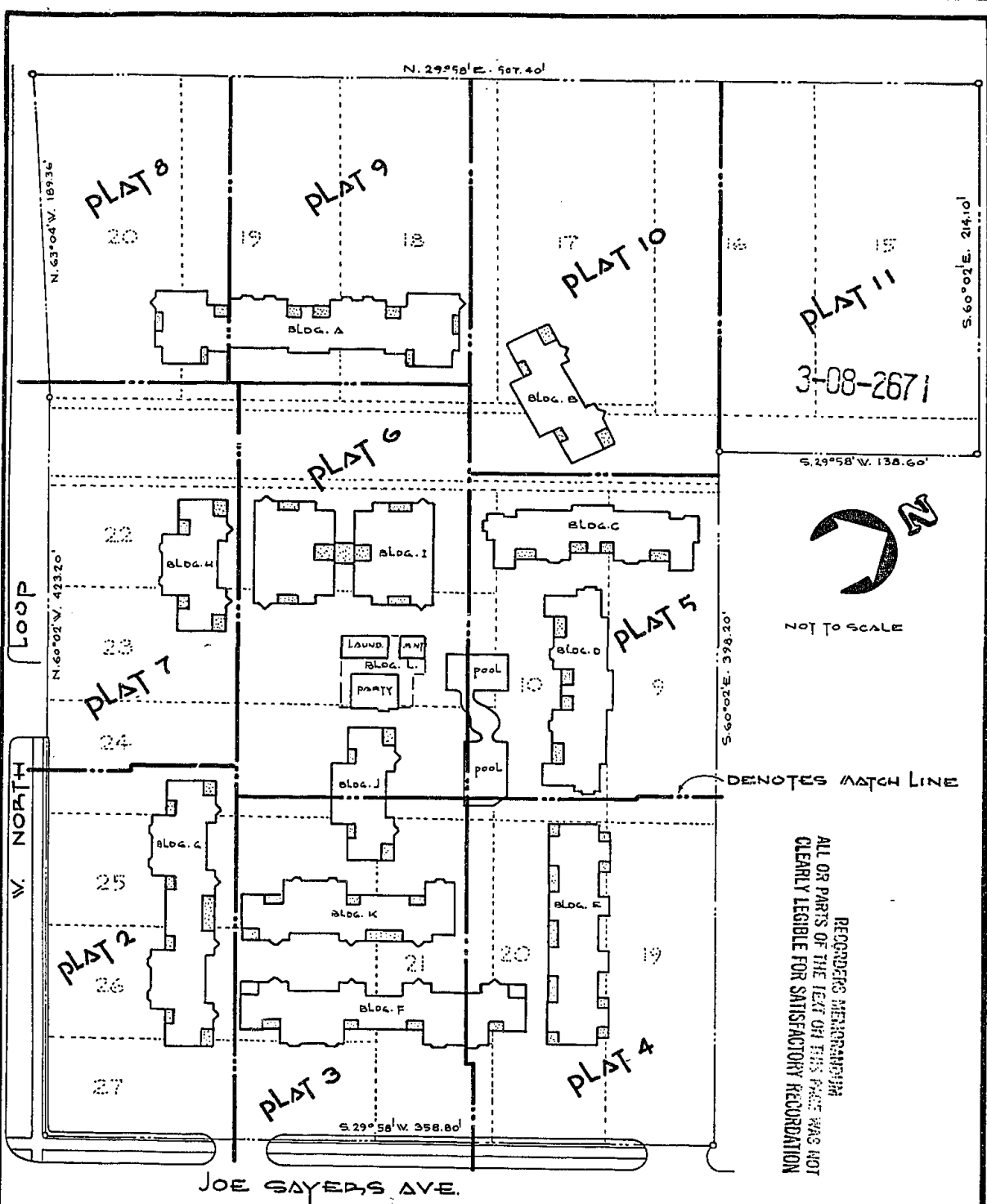
ORIGINAL DIM

7973

93

THE PADDOCK CONDOMINIUMS

DESCRIPTION
EXHIBIT A
PLAT 1 OF 1



NOT TO SCALE

DENOTES MATCH LINE

RECORDERS MEMORANDUM
 ALL OR PARTS OF THE LEFT OF THIS PAGE WAS NOT
 CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

MATCH LINE KEY

STATE OF TEXAS:
 COUNTY OF TRAVIS:
 THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY
 WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED
 HEREON, AND IS CORRECT, AND THAT ON THE GROUND THERE ARE NO VISIBLE
 DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS,
 ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, UTILITY EASEMENTS OR
 ROADWAYS, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS
 ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.
 SURVEYED BY: A^CGRAY & A^CGRAY LAND SURVEYORS
 3810 MEDICAL PKWY, SUITE 152, AUSTIN, TEX. 78756 491-8591



Judith J. McGray
 JUDITH J. McGRAY
 REG. PUBLIC SURVEYOR No. 2092
 Jan 1983
 DATE

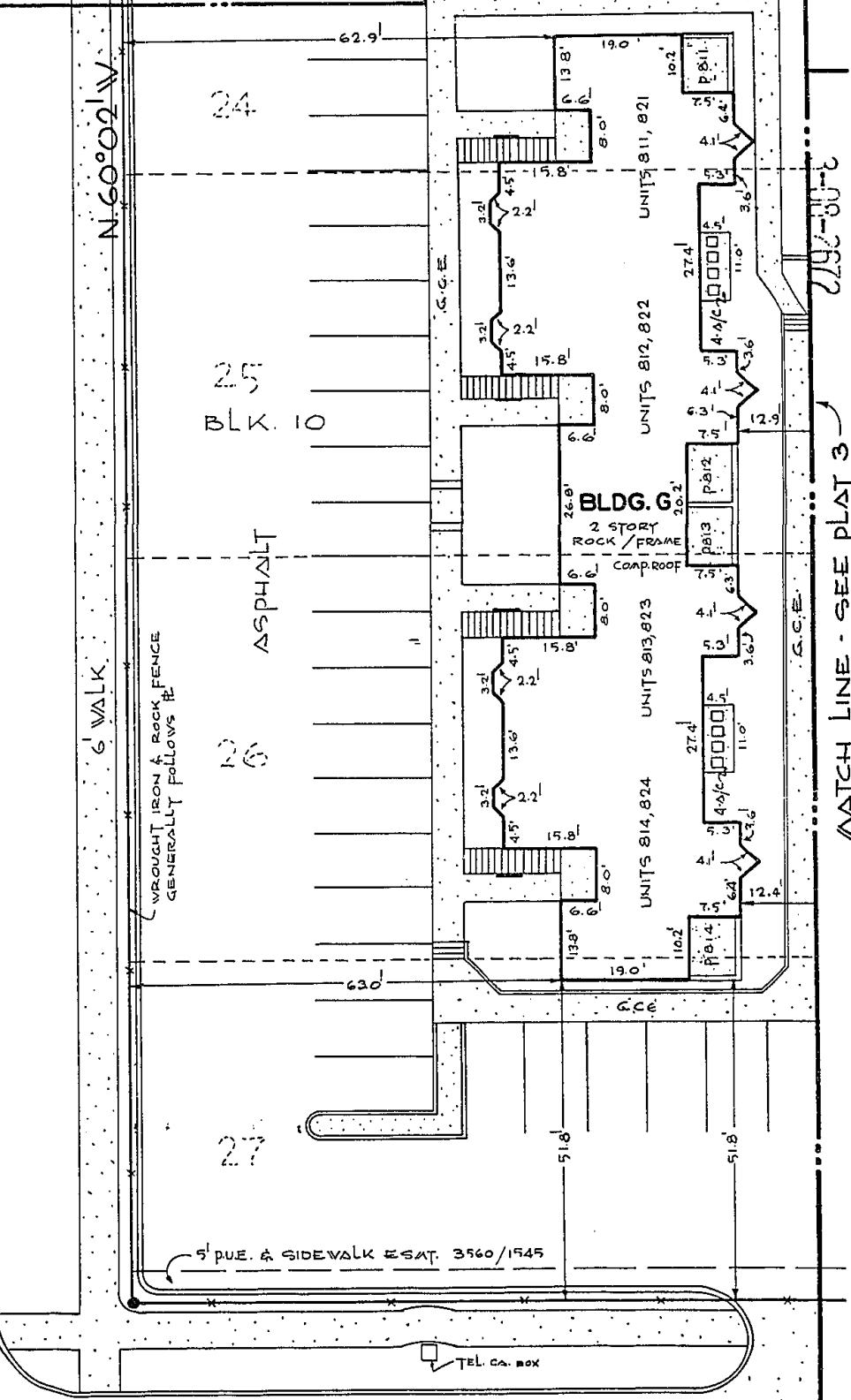
THE PADDOCK CONDOMINIUMS 7973 91

AS-BUILT
 EXHIBIT B
 PLAT 1 OF 22

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

W. NORTH LOOP R.O.V. VARIES

MATCH LINE - SEE PLAT 7



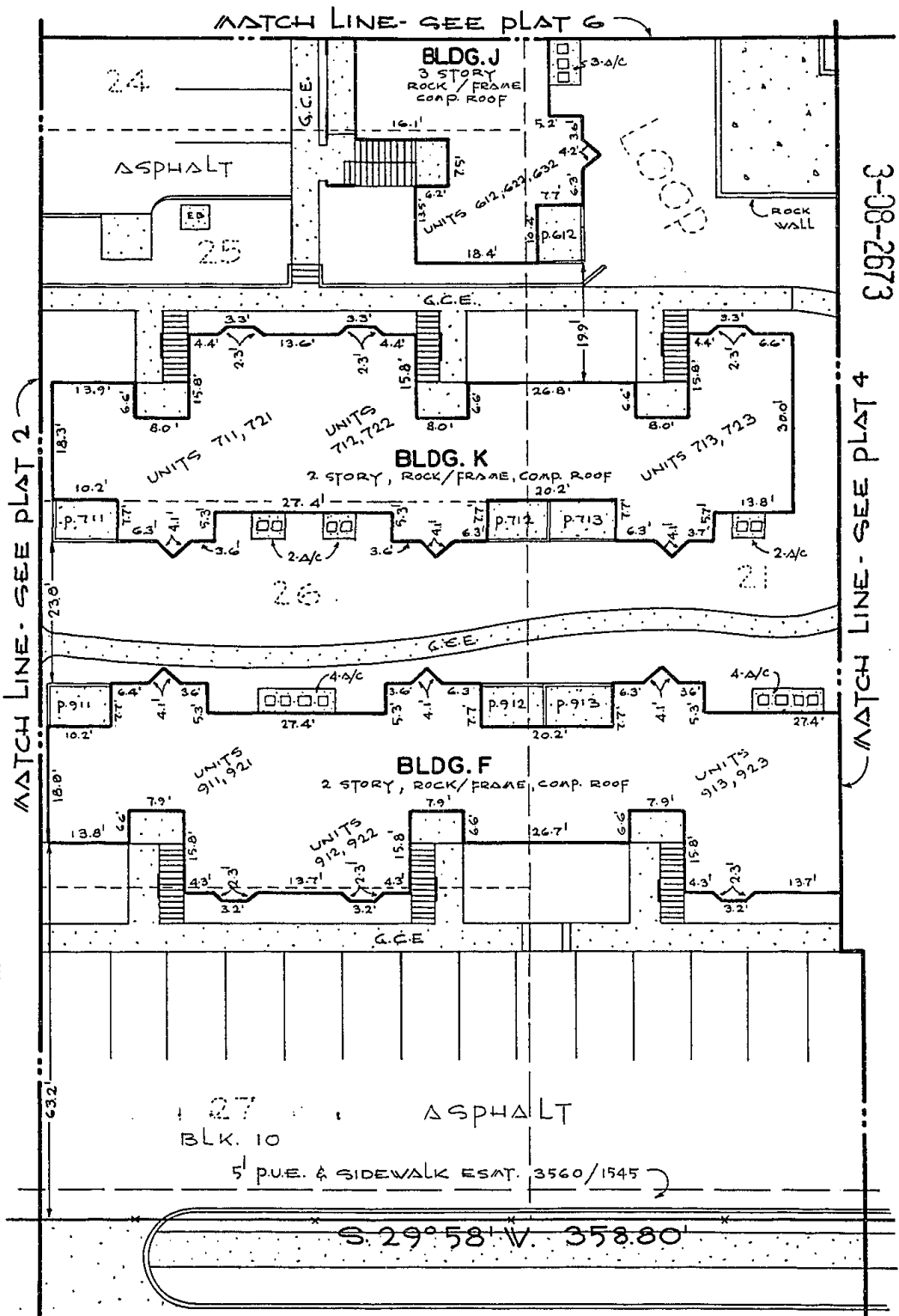
MATCH LINE - SEE PLAT 3

JOE SAYERS AVE. R.O.V. VARIES

THE PADDOCK CONDOMINIUMS 7973

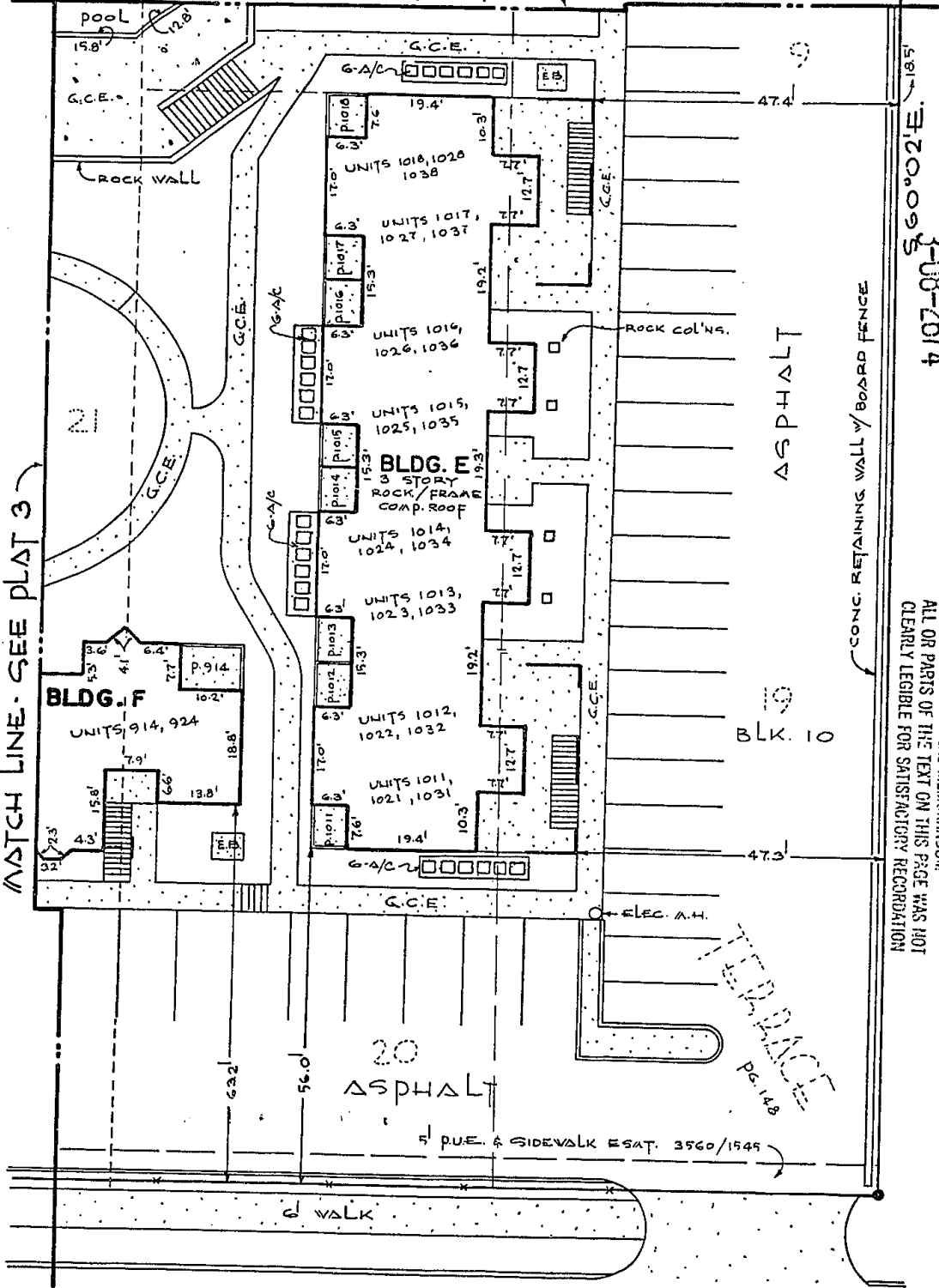
95 SCALE: 1/20'

AS-BUILT
EXHIBIT B
PLAT 2 OF 22



RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

MATCH LINE - SEE PLAT 5



MATCH LINE - SEE PLAT 3

3-08-2674

RECORDING MEMORANDUM
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CLEARLY LEGIBLE FOR SATISFACTORY RECORDED

BLK. 10

20
ASPHALT

5' P.V.E. & SIDEWALK ESAT. 3560/1545

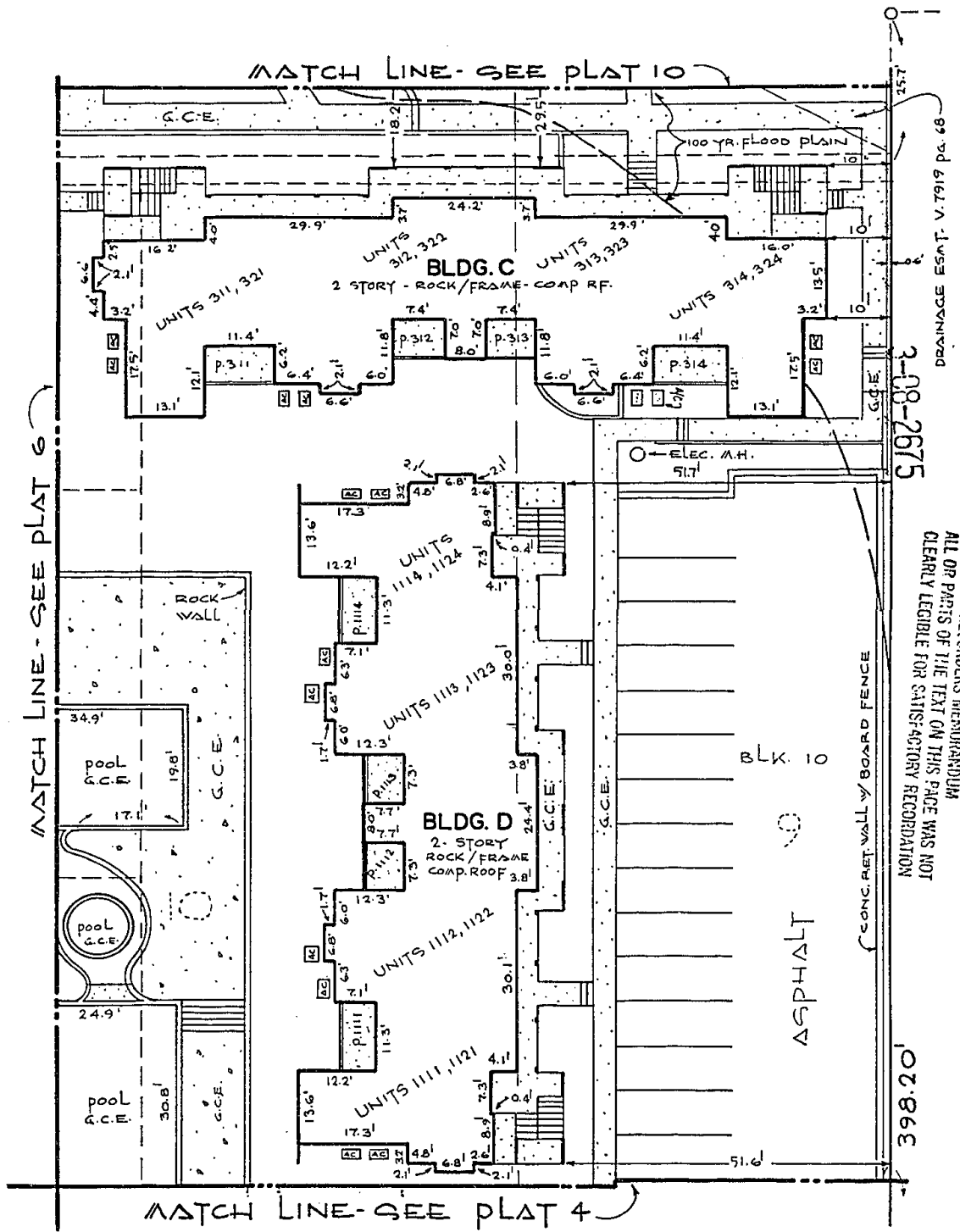
JOE SAYERS AVE. R.O.V. VARIES

NOTE: ALL PARKING SPACES TO BE DESIGNATED AT A
LATER DATE AND PLATS AMENDED AND RECORDED
ACCORDINGLY.

THE PADDOCK CONDOMINIUMS 7973

97

SCALE: 1/8" = 1'-0"
AS BUILT
EXHIBIT B
PLAT 4 OF 22



3-09-2675
 RECORDERS MEMORANDUM
 ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
 CLEARLY LEGIBLE FOR SATISFACTORY RECORDED
 398.20'

GENERAL NOTES: NUMBER OF CONDOMINIUMS - 102. TOTAL NUMBER OF SQUARE FEET OF CONDOMINIUM UNITS 76,252 SQUARE FEET. SQUARE FOOTAGES OF CONDOMINIUMS ARE INTERIOR SQUARE FOOTAGES. TOTAL NUMBER OF SQUARE FEET OF STORAGE AREAS - 1460 SQUARE FEET.

FLOOD PLAIN NOTE: ACCORDING TO THE CITY OF AUSTIN RECORDS PORTIONS OF THIS PROPERTY LIE WITHIN THE 100 YEAR FLOOD PLAIN.

SCALE: 1/8"=20'

AS-BUILT
 EXHIBIT B
 PLAT 5 OF 22

MATCH LINE - SEE PLAT 9

100 YEAR FLOOD PLAIN

LIMIT OF 100YR. FLOOD PLAIN
PER CITY OF AUSTIN 649.7 CONTOUR LINE 8.5-B1

ASPHALT

VACATED JIM HOGG AVENUE

PUBLIC UTILITIES & DRAINAGE ESAT. RETAINED
V. 3499 p1203 & V. 7516 p28
PUBLIC UTILITIES & DRAINAGE ESAT. RELEASED
V. 7574, p453

4.5' x 4.5' TRANSFORMER BOX

G.C.E.

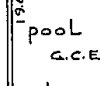
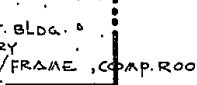
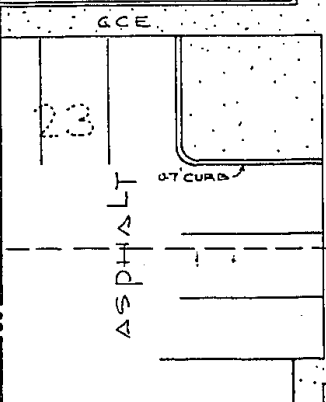
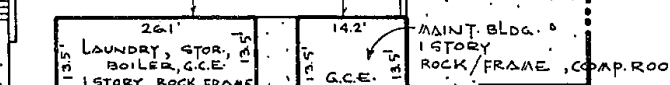
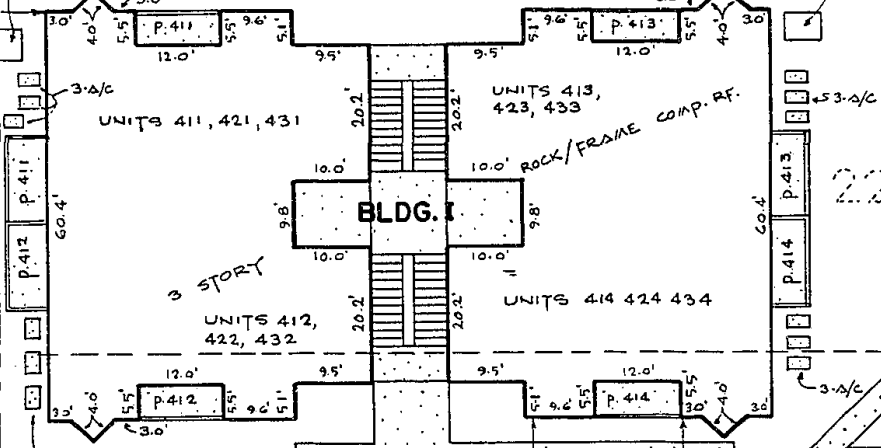
4.5' x 4.5' TRANSFORMER BOX

MATCH LINE
SEE PLAT 10

3-08-2676

MATCH LINE - SEE PLAT 5

MATCH LINE - SEE PLAT 7



RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDED

23
ASPHALT
24
BLK. 10



SCALE: 1/4" = 20'

AS-BUILT

THE PADDOCK CONDOMINIUMS

MATCH LINE
SEE PLAT 3

EXHIBIT B
PLAT 6 OF 22

W. NORTH LOOP
ROW VARIES

MATCH LINE - SEE PLAT 8

VROUGHT IRON & ROCK FENCE UNDER CONSTRUCTION, GENERALLY FOLLOWS R

5' x 6' ELECT. EASEMENT V.7516, pg. 28

100 YR. FLOOD PLAIN

ASPHALT

3-08-2677

22

ASPHALT

BLDG. H
2 STORY
ROCK / FRAME
COMP. ROOF

UNITS 511, 521

UNITS 512, 522

9 LVD EES - EN1 HCLW

23

423.20'

24

#150 BLK. 10

ASPHALT

MATCH LINE - SEE PLAT 2

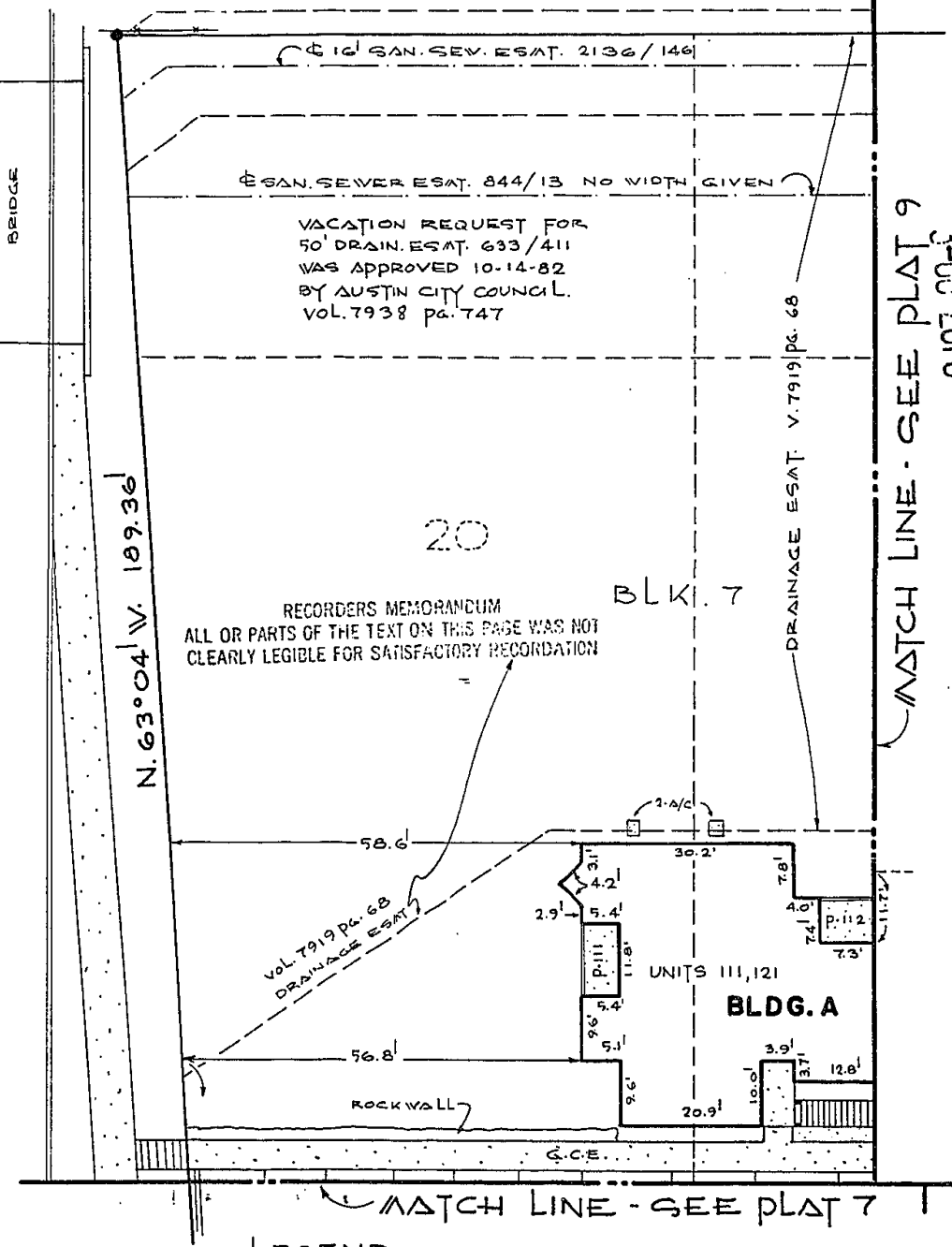
RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY REPRODUCTION

THE PADDOCK CONDOMINIUMS

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

AS-BUILT
EXHIBIT B
PLAT 7 OF 22

W. NORTH LOOP



VACATION REQUEST FOR
50' DRAIN. ESAT. 633/411
WAS APPROVED 10-14-82
BY AUSTIN CITY COUNCIL.
VOL. 7938 PG. 747

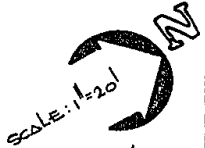
RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

MATCH LINE - SEE PLAT 9
3-08-2678

MATCH LINE - SEE PLAT 7

LEGEND

- | | | |
|---|-----------------------------|-------------|
| LCE LIMITED COMMON ELEMENT
TO UNIT INDICATED | FE FLOOR ELEVATION | SW SIDEWALK |
| GCE GENERAL COMMON ELEMENT | CE CEILING ELEVATION | |
| PS PARKING SPACE
TO UNIT INDICATED | CONCRETE | |
| S STORAGE - LCE TO UNIT INDICATED | EXPOSED AGGREGATE | |
| P PATIO - LCE TO UNIT INDICATED | P.U.E. PUBLIC UTILITY ESAT. | |
| B BALCONY - LCE TO UNIT INDICATED | WOOD FENCE | |
| AC AIR CONDITIONER | ST STAIRS GCE | |
| SF SQUARE FEET | L LANDING GCE | |
| CHAIN LINK FENCE | E.B. ELECTRIC BOX | |
| | C.W. CONC. WALK | |
| | FIRE HYDRANT | |



SCALE: 1/20'

AS-BUILT
EXHIBIT B
PLAT 8 OF 22

N. 29° 58' E.

16' SAN. SEW. ESAT. 2136/146

10' SAN. SEW. ESAT. 2141/448

16' SAN. SEW. ESAT. 844/13 NO WIDTH GIVEN

VACATION REQUEST FOR
50' DRAIN. ESAT 633/411
WAS APPROVED 10-14-82
BY AUSTIN CITY COUNCIL.
VOL. 7938 PG. 747

DRAINAGE EASEMENT
VOL. 7919 PG. 68

3-08-2679

MATCH LINE - SEE PLAT 8

MATCH LINE - SEE PLAT 10

19

18

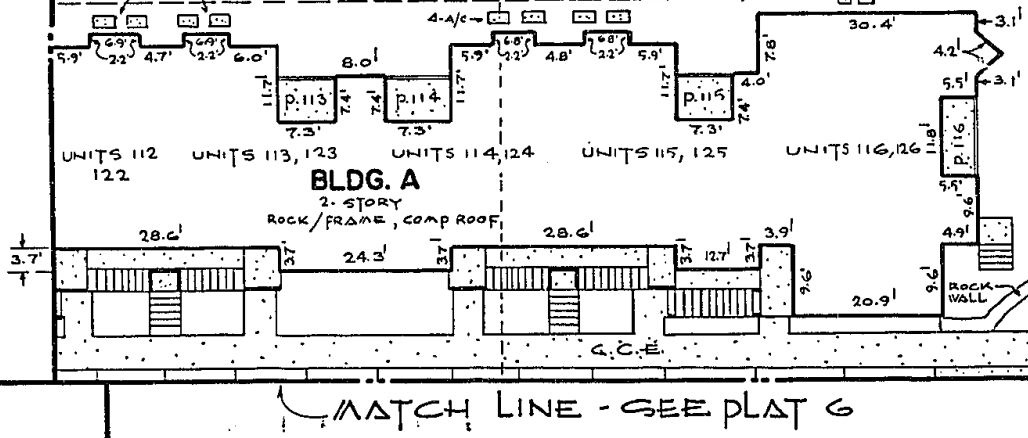
BLK. 7

RECORDERS MEMORANDUM
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CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

VOL. 7919 PG. 68
DRAINAGE ESAT.

2-A/C

4-A/C



GENERAL NOTES: DIMENSIONS OF EACH PART OF THE BUILDINGS ARE EXTERIOR DIMENSIONS. DIMENSIONS OF EACH UNIT ARE INTERIOR DIMENSIONS, HORIZONTALLY AND VERTICALLY. THE PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION, EXCEPT FOR UNITS WITH SLOPED CEILINGS. THE PLANES OF THE WALLS ARE PERPENDICULAR TO ALL FLOORS OF ALL UNITS. THE PLANES OF THE WALLS ARE PERPENDICULAR TO THE PLANES OF ALL CEILINGS OF ALL UNITS, EXCEPT FOR UNITS WITH SLOPED CEILINGS. FIREPLACE FLUES ARE GENERAL COMMON ELEMENTS. ALL PATIOS AND BALCONIES ENCLOSED W/ WOOD PARTITIONS AND RAILINGS.

scale: 1/2" = 1'-0"
AS-BUILT
EXHIBIT B
PLAT 9 OF 22

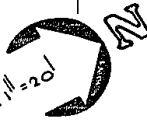
507.40

10' SAN. SEW. ESAT. 2141/4482

4' SAN. SEW. ESAT. 849/13 NO WIDTH GIVEN

VACATION REQUEST FOR 50' DRAIN. ESAT. 633/411 WAS APPROVED 10-14-82 BY AUSTIN CITY COUNCIL VOL. 7938 PG. 747

SCALE: 1/8"=20'



NORTH LOOP TERRACE

BK 4 PG 148

BLOCK 7

50' DRAIN ESAT. 1022/3192 VACATION REQUEST FOR GRIP VOL. 8281 BY AUSTIN CITY 10-14-82 VOL. 7938 PG. 747

EASEMENT

BLOCK 7

VOL. 7919 PG. 68

BROADACRES

BK 3 PG. 135

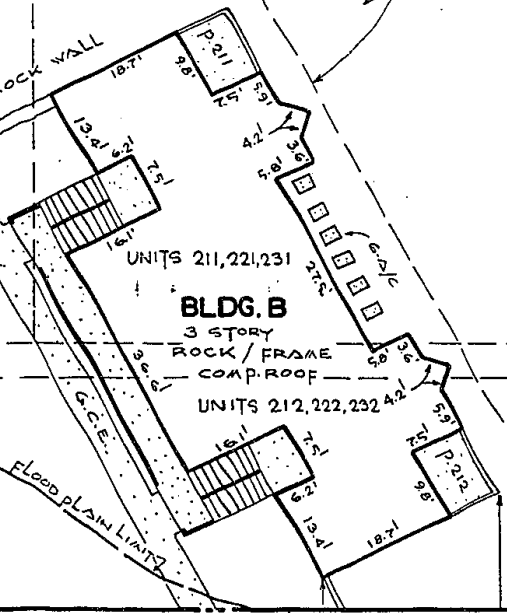
0092-80-E

MATCH LINE - SEE PLAT 9

MATCH LINE - SEE PLAT 11

ALL OR PARTS OF THE TEXT OF THIS PAGE WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY REORDINATION RECORDERS MEMORANDUM VOL. 7919 PG. 68 DRAINAGE ESAT

ROCK WALL



BLDG. B
3 STORY
ROCK / FRAME
COMP. ROOF

VACATED JIM HOGG AVENUE

PUBLIC UTILITY & DRAIN. ESAT. RETAINED V. 3499 p. 1203 & V. 7516 p. 28. PUBLIC UTIL. & DRAIN. ESAT. RELEASED V. 7574, p. 453

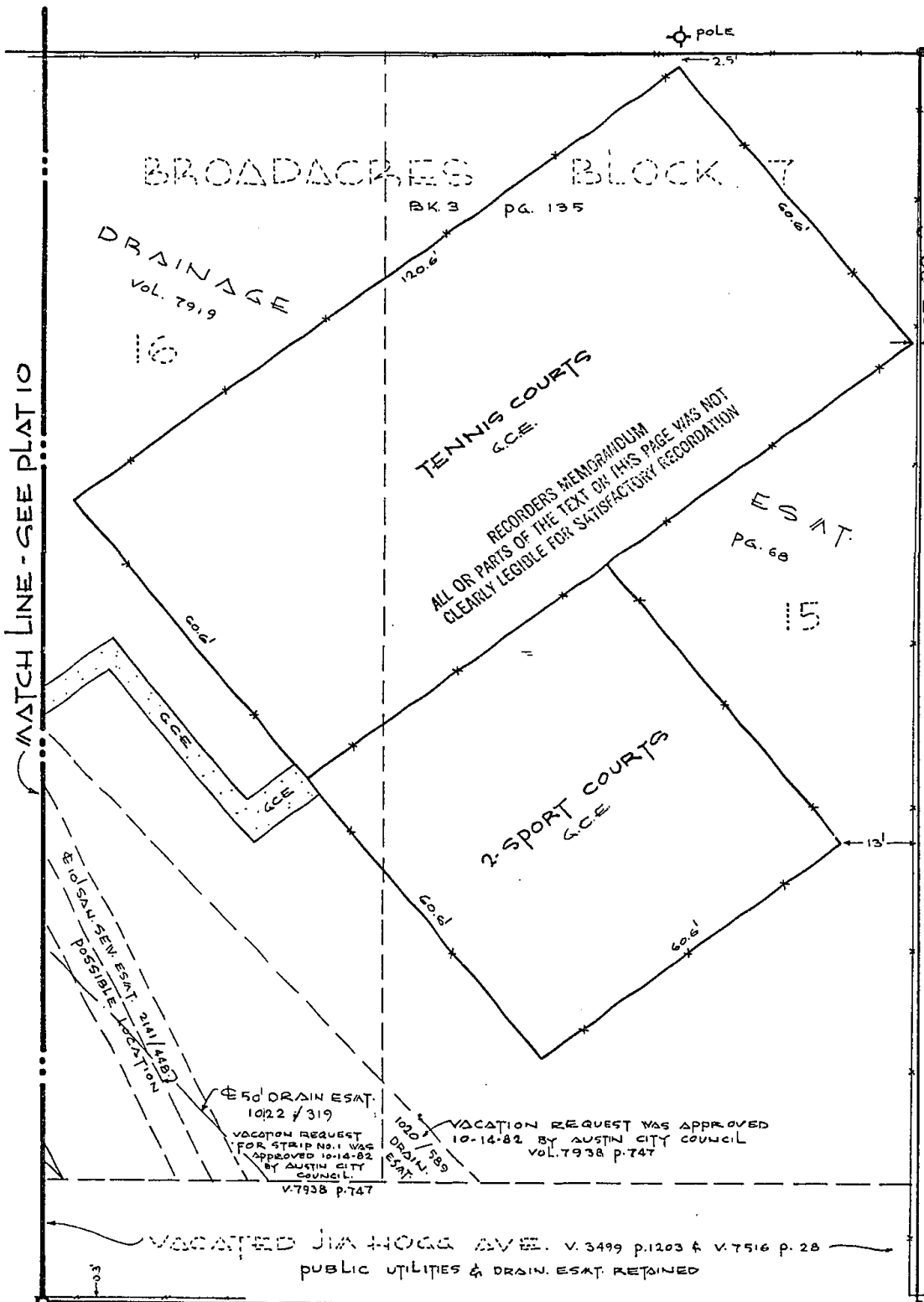
MATCH LINE SEE PLAT 6

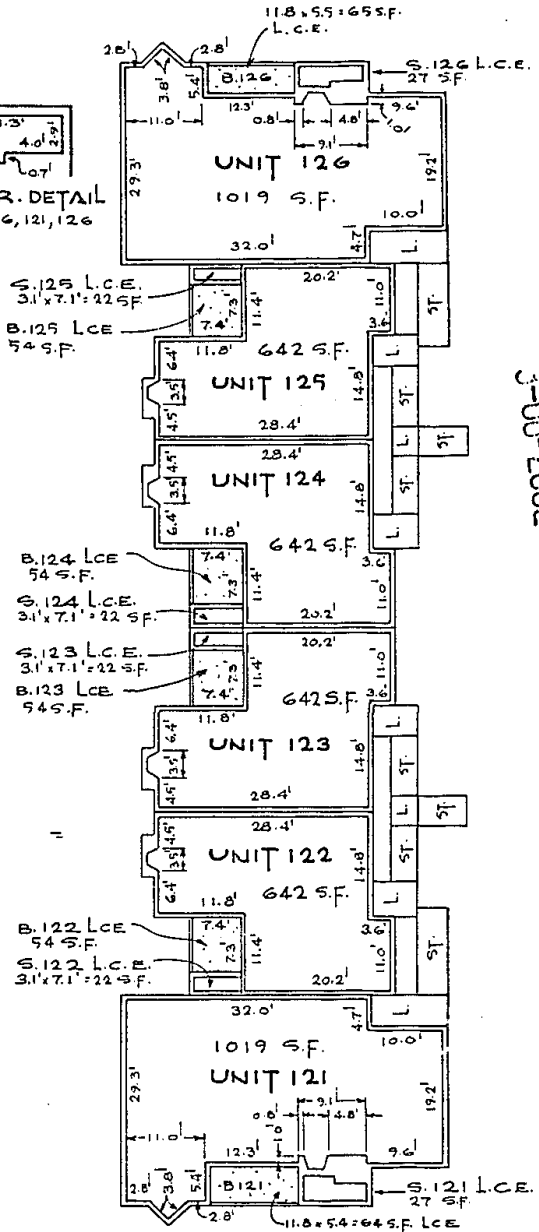
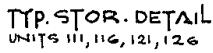
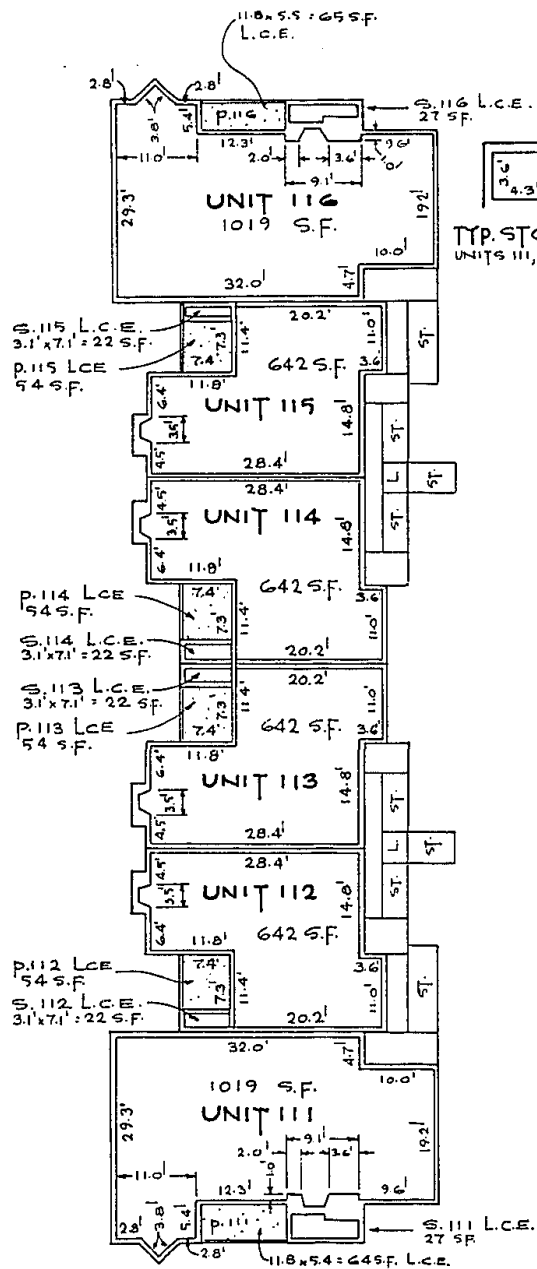
MATCH LINE - SEE PLAT 5

THE PADDOCK CONDOMINIUMS

7978 103

AS-BUILT
EXHIBIT B
PLAT 10 OF 22





3-08-2682

FIRST FLOOR

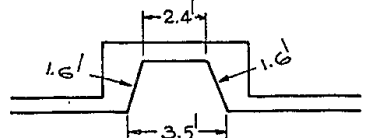
SECOND FLOOR

BUILDING A

ELEVATIONS

FIRST FLOOR
 UNITS 111, 112, 113, 114, 115 & 116
 F.E. 652.0'
 C.E. 659.0', 660.0'

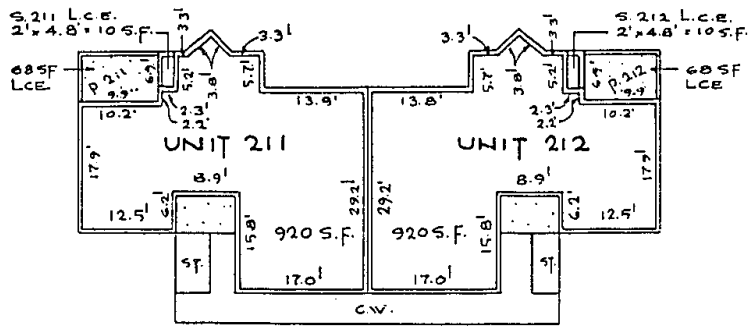
SECOND FLOOR
 UNITS 121, 122, 123, 124, 125, & 126
 F.E. 661.5'
 C.E. 668.5', 669.5'



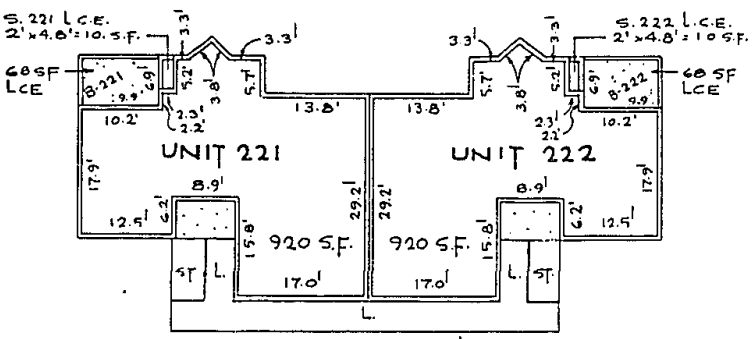
STANDARD FIREPLACE DETAIL
 ALL UNITS, WHERE APPLICABLE,
 EXCEPT FOR UNITS 314 AND 324. FOR
 THIS DETAIL SEE BLDG. C, PLAT 14

RECORDERS MEMORANDUM
 ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
 CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

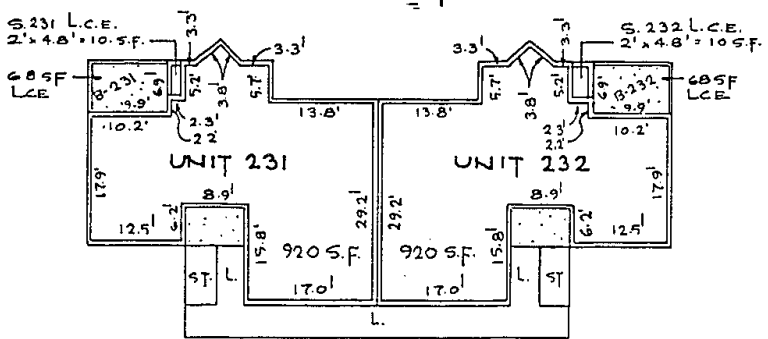




FIRST FLOOR



SECOND FLOOR

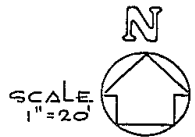


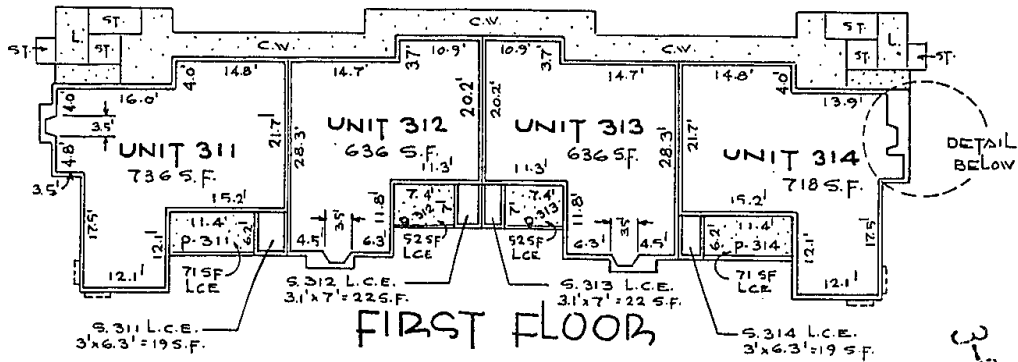
THIRD FLOOR
BUILDING B

3-08-2683

<p>FIRST FLOOR UNITS 211 & 212 F.E. 652.2' C.E. 659.2', 660.2'</p>	<p>ELEVATIONS SECOND FLOOR UNITS 221 & 222 F.E. 661.8' C.E. 668.8', 669.8'</p>	<p>THIRD FLOOR UNITS 231 & 232 F.E. 671.3' C.E. 678.3', 679.3'</p>
--	--	--

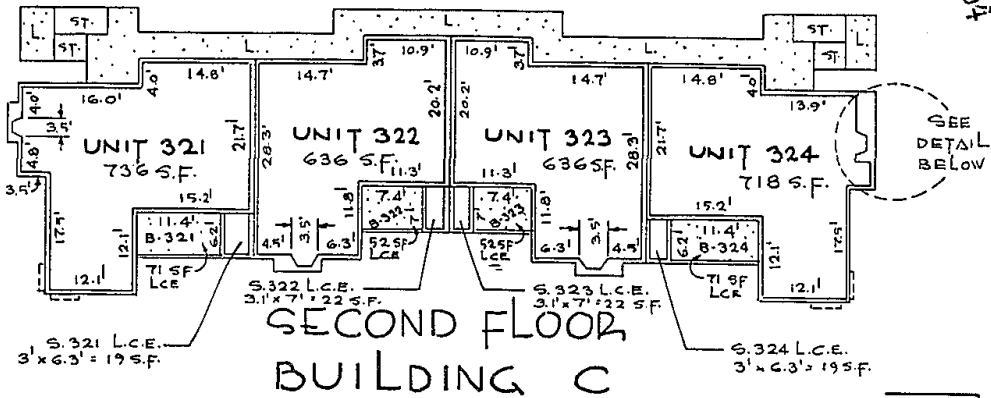
RECORDERS MEMORANDUM
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CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION





FIRST FLOOR

3-08-2684

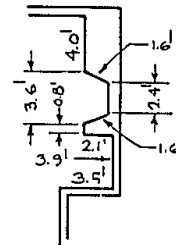


SECOND FLOOR
BUILDING C

ELEVATIONS

FIRST FLOOR
UNITS 311, 312, 313, 314
F.E. 655.1'
C.E. 662.1', 663.1'

SECOND FLOOR
UNITS 321, 322,
323, 324
F.E. 664.5'
C.E. 671.5', 672.5'

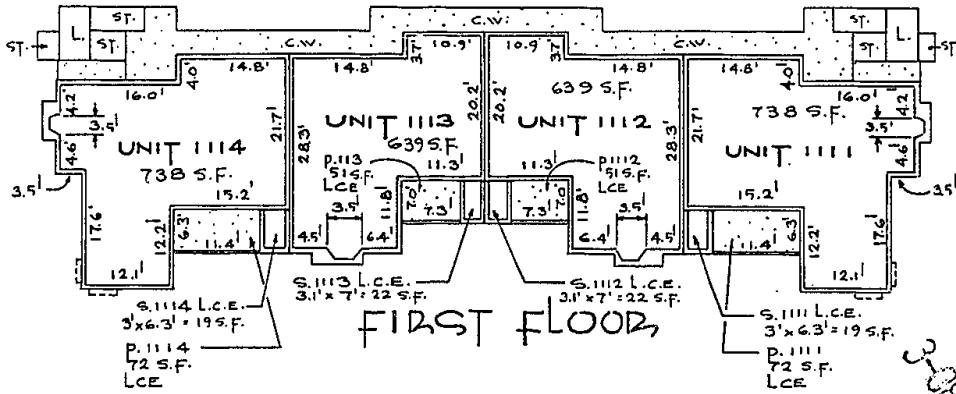


FIREPLACE
DETAIL
UNITS 314 & 324

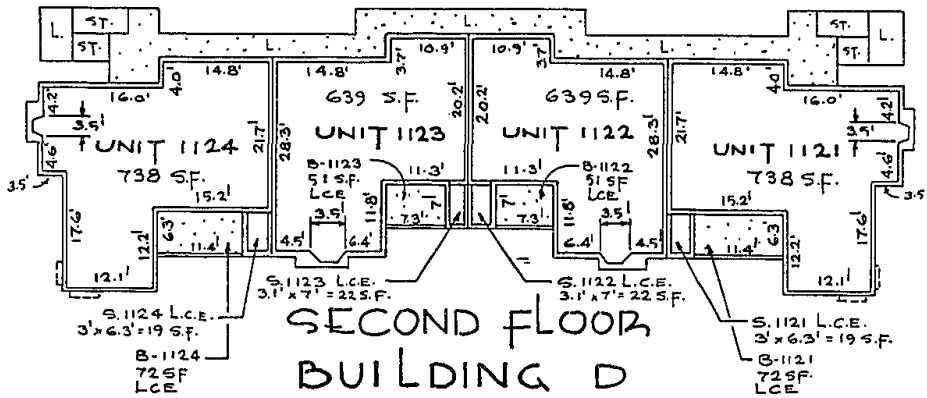
RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

SCALE
1"=20'





FIRST FLOOR



SECOND FLOOR
BUILDING D

ELEVATIONS

FIRST FLOOR
UNITS 1111, 1112, 1113, & 1114
F.E. 654.0'
C.E. 661.0', 662.0'

SECOND FLOOR
UNITS 1121, 1122, 1123, 1124
F.E. 663.5'
C.E. 670.5', 671.5'

2-00-2685

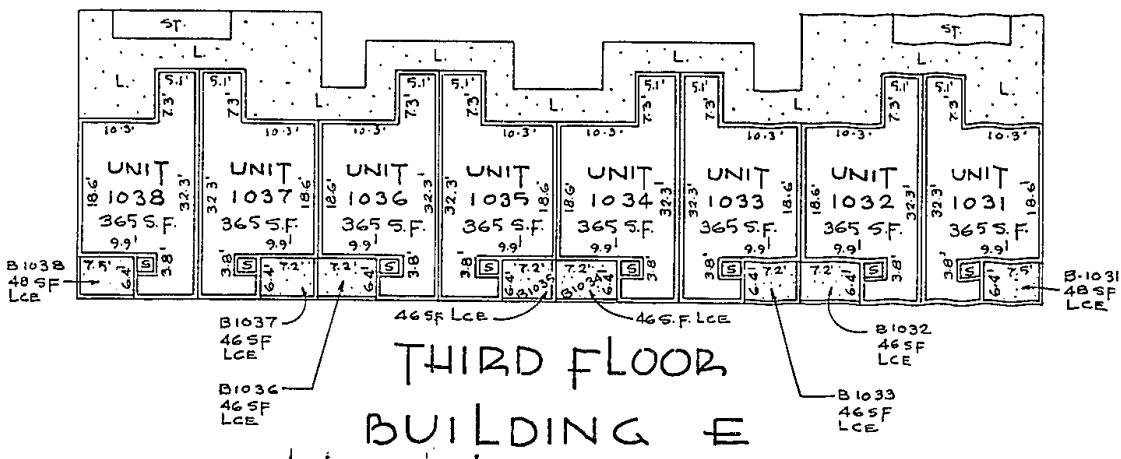
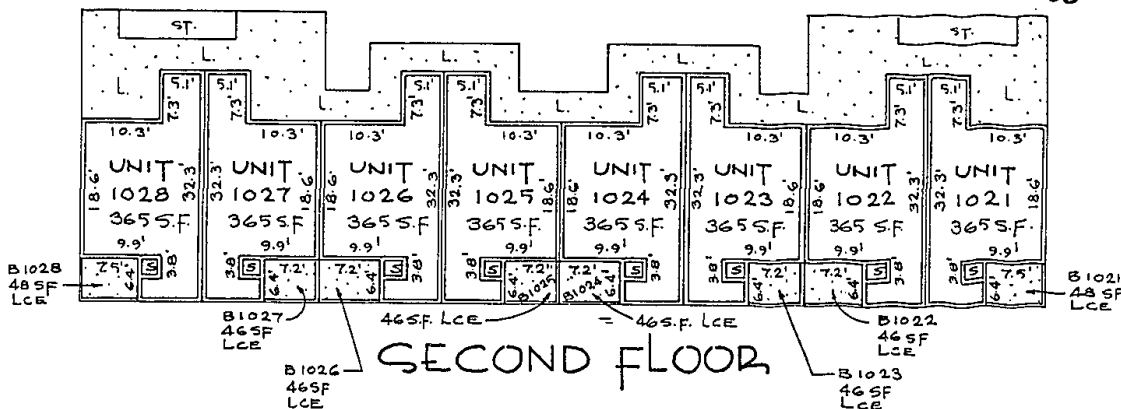
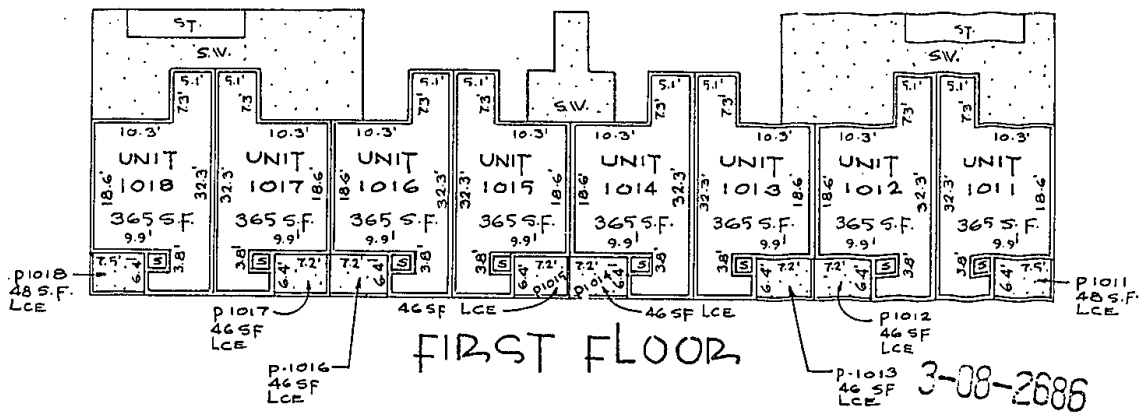
RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

7973

108



BUILDING D
EXHIBIT B
PLAT 15 OF 22

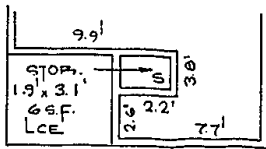


FIRST FLOOR
 UNITS 1011, 1012, 1013, 1014,
 1015, 1016, 1017, 1018
 F.E. 653.3'
 C.E. 660.3', 6613'

ELEVATIONS
SECOND FLOOR
 UNITS 1021, 1022, 1023, 1024,
 1025, 1026, 1027, 1028
 F.E. 662.7'
 C.E. 669.6', 6706'

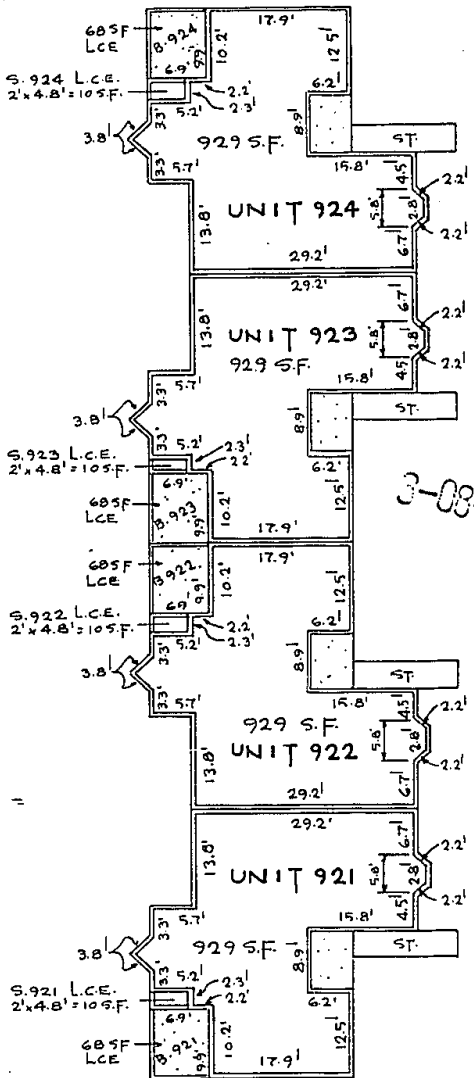
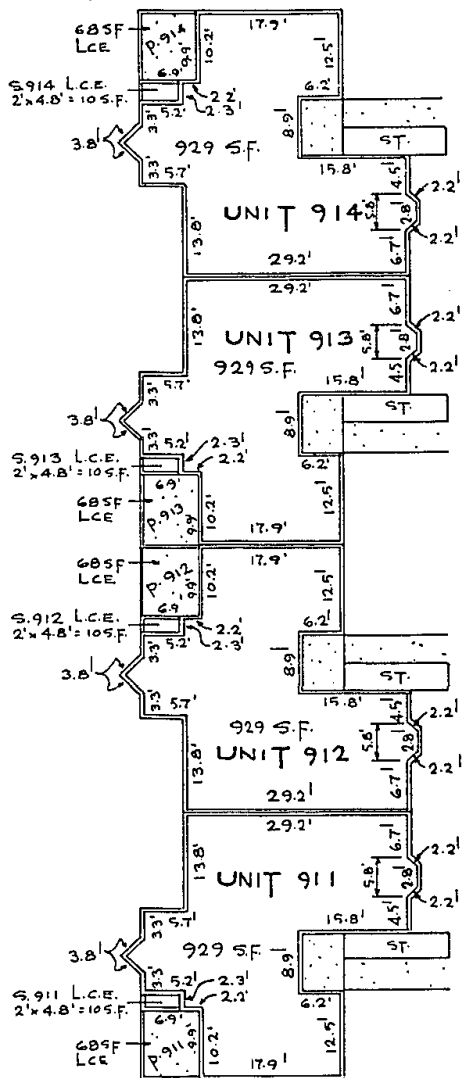
THIRD FLOOR
 UNITS 1031, 1032, 1033, 1034,
 1035, 1036, 1037, 1038
 F.E. 672.1'
 C.E. 679.1', 680.1'

RECORDERS MEMORANDUM
 ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
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7973 109 TYPICAL-ALL UNITS
 THIS PLAN
 STORAGE DETAIL

BUILDING E
 EXHIBIT B
 PLAT 16 OF 22



3-08-2687

FIRST FLOOR

SECOND FLOOR

BUILDING F

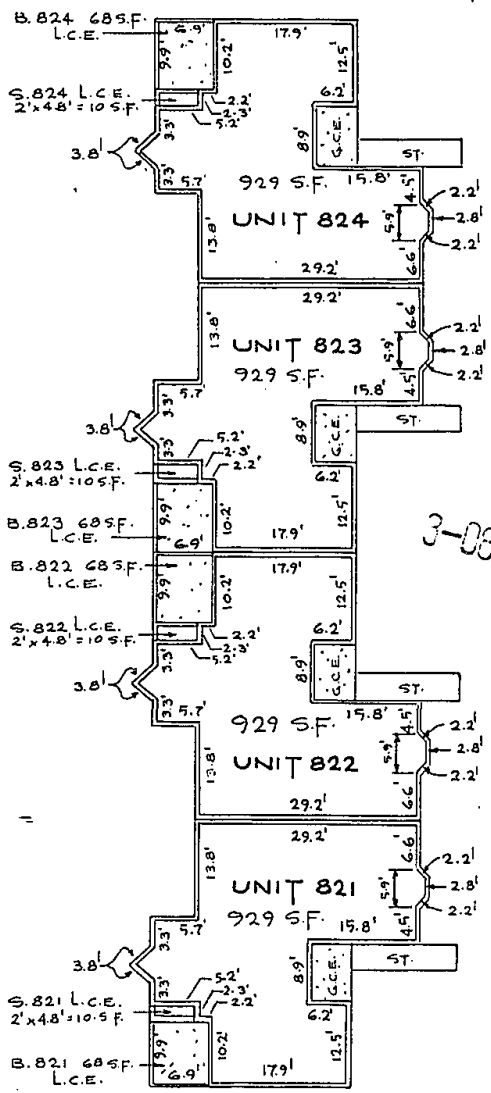
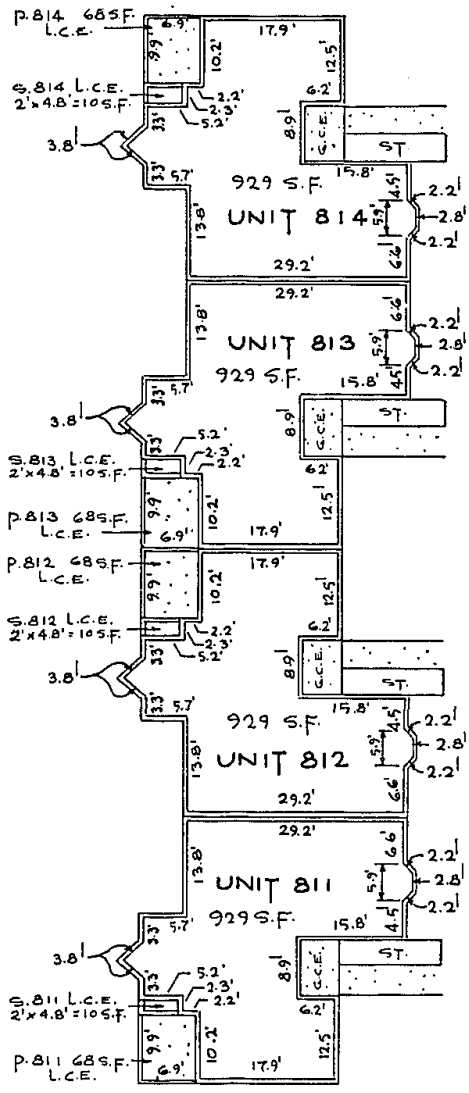
ELEVATIONS

FIRST FLOOR
 UNITS 911, 912, 913 & 914
 F.E. 655.0'
 C.E. 663.0', 663.0'

SECOND FLOOR
 UNITS 921, 922, 923, & 924
 F.E. 664.5'
 C.E. 671.5', 672.5'

RECORDERS MEMORANDUM
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3-08-2088

FIRST FLOOR

SECOND FLOOR

BUILDING G

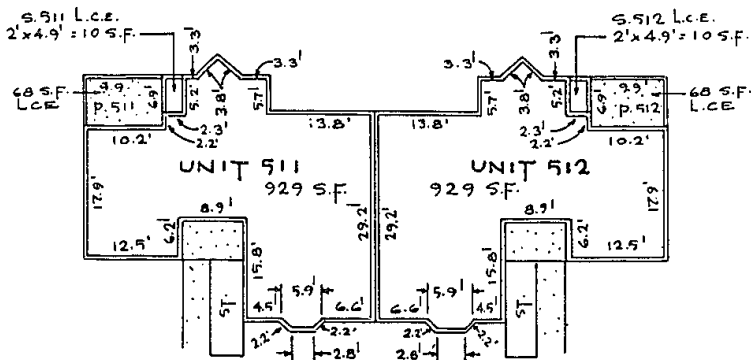
ELEVATIONS

FIRST FLOOR
 UNITS 811, 812, 813 & 814
 F.E. 659.0'
 C.E. 666.0', 667.0'

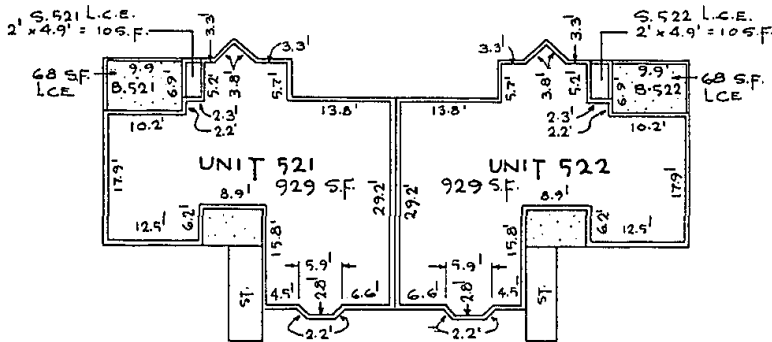
SECOND FLOOR
 UNITS 821, 822, 823, & 824
 F.E. 668.5'
 C.E. 675.5', 676.5'

RECORDERS MEMORANDUM
 ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
 CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION





FIRST FLOOR



3-08-2689

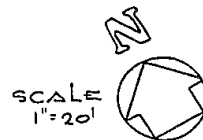
SECOND FLOOR
BUILDING H

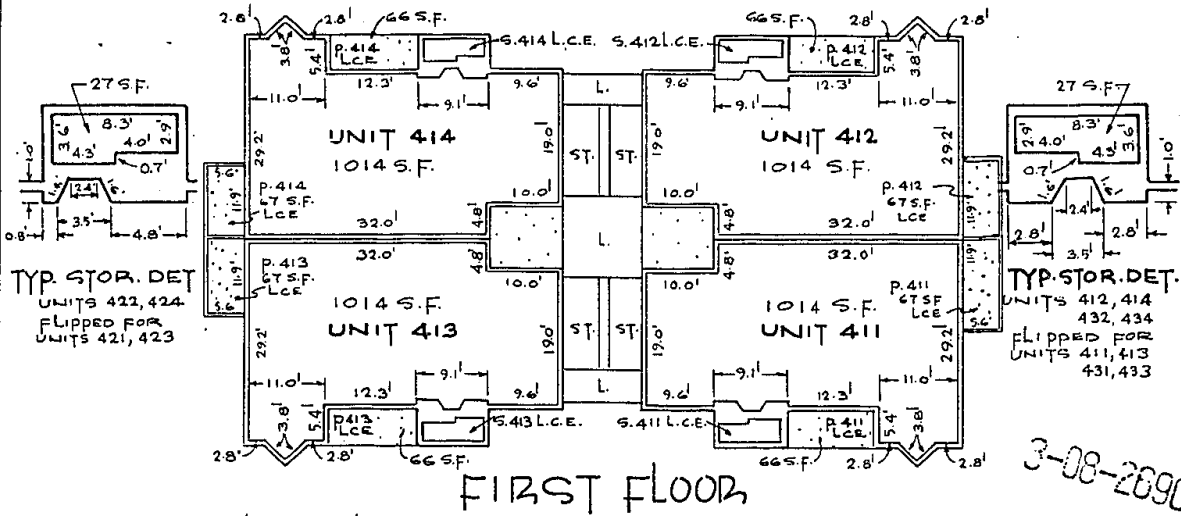
ELEVATIONS

FIRST FLOOR
UNITS 511 & 512
F.E. 655.1'
C.E. 662.1', 663.1'

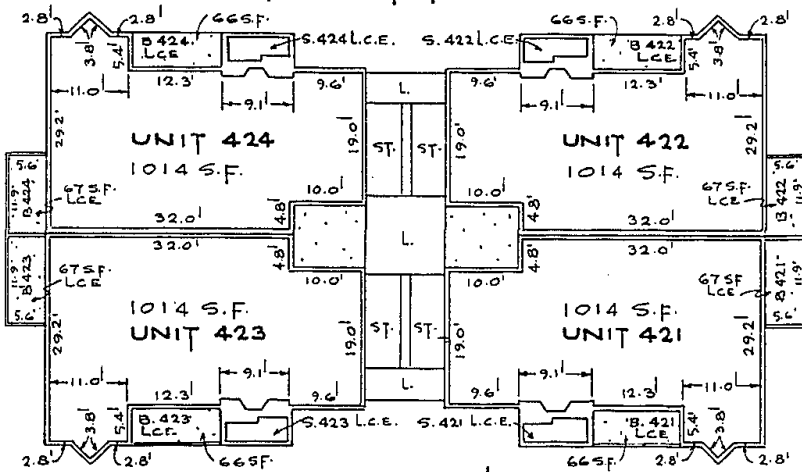
SECOND FLOOR
UNITS 521 & 522
F.E. 664.6'
C.E. 672.6'

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

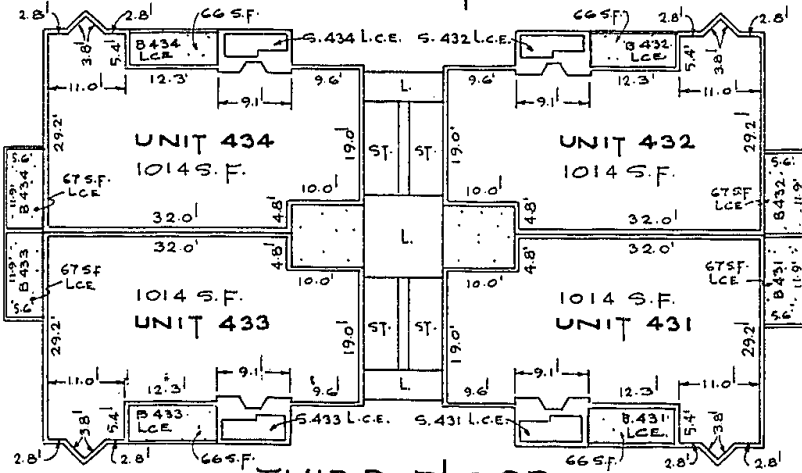




FIRST FLOOR



SECOND FLOOR



THIRD FLOOR
BUILDING I

FIRST FLOOR
UNITS 411, 412, 413, 414
F.E. 656.1'
C.E. 663.1', 664.1'

ELEVATIONS
SECOND FLOOR
UNITS 421, 422, 423, 424
F.E. 665.5'
C.E. 672.5', 673.5'

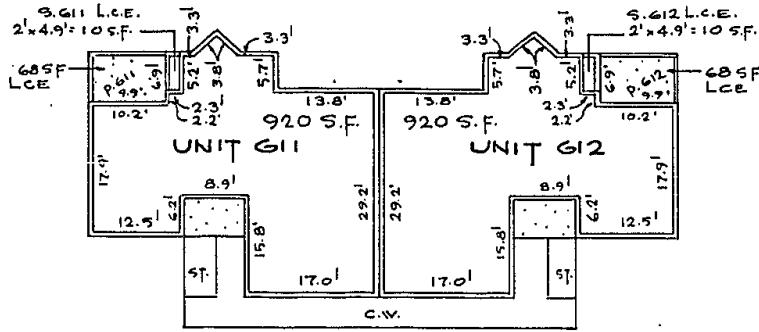
THIRD FLOOR
UNITS 431, 432, 433, 434
F.E. 675.0'
C.E. 682.0', 683.0'

SCALE: 1/4" = 20'

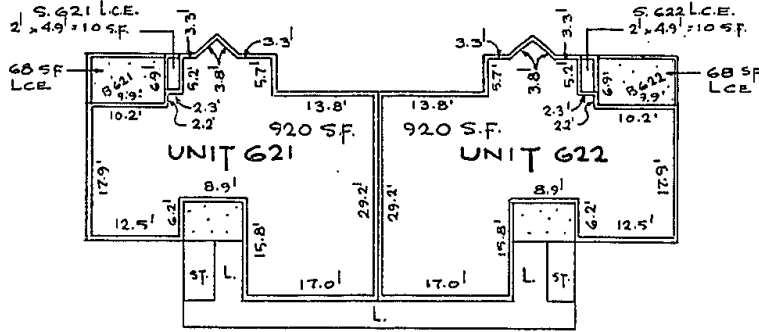


BUILDING I
EXHIBIT B
PLAT 200P 22

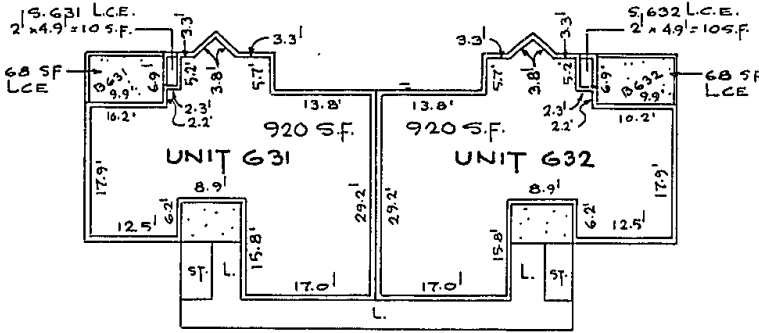
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FIRST FLOOR



SECOND FLOOR



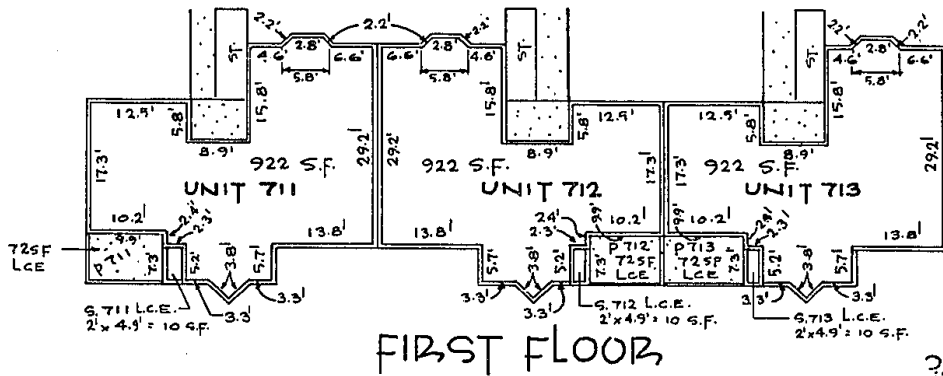
THIRD FLOOR
BUILDING J

FIRST FLOOR	ELEVATIONS	THIRD FLOOR
UNITS G11 & G12	SECOND FLOOR	UNITS G31 & G32
F.E. 659.0'	UNITS G21 & G22	F.E. 677.9'
C.E. 666.0', 667.0'	F.E. 668.4'	C.E. 684.9', 685.9'
	C.E. 675.4', 676.4'	

3-08-2691

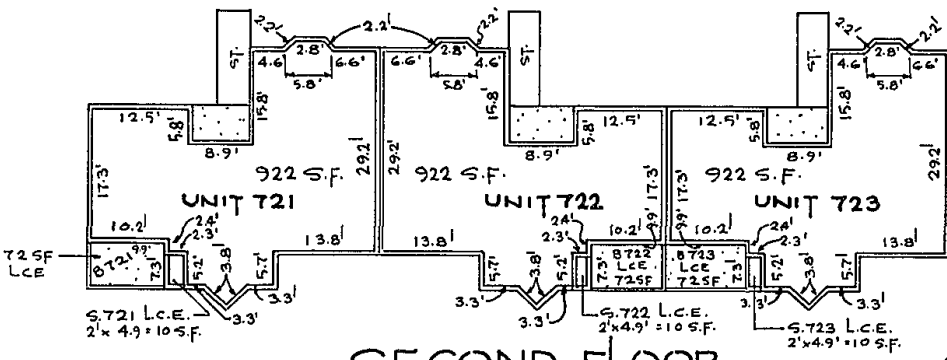
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CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION



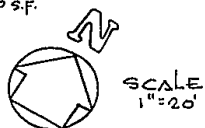


FIRST FLOOR

3-08-2692



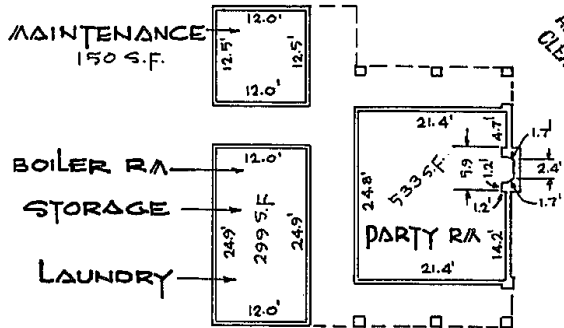
SECOND FLOOR
BUILDING K



ELEVATIONS

FIRST FLOOR
UNITS 711, 712, 713
F.E. 657.1'
C.E. 664.1', 665.1'

SECOND FLOOR
UNITS 721, 722, 723
F.E. 666.5'
C.E. 673.5', 674.5'



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ALL SINGLE STORY - G.C.E.
ELEVATIONS

MAINT. BLDG.
F.E. 658.9'
C.E. 666.9', 668.9'

BOILER RA, STOR., LAUND.
F.E. 658.9'
C.E. 668.9'

PARTY ROOM
F.E. 658.9'
C.E. 668.8', 670.7', 672.5'



BUILDING L

<u>BUILDING/FLOOR AND UNIT DESIGNATION</u>	<u>SQUARE FOOTAGE PER UNIT</u>	<u>UNIT % OF OWNERSHIP IN COMMON ELEMENTS</u>
Building A		
First Floor:		
Unit 111	1,019	.0133
Unit 112	642	.0084
Unit 113	642	.0084
Unit 114	642	.0084
Unit 115	642	.0084
Unit 116	1,019	.0133
Second Floor:		
Unit 121	1,019	.0133
Unit 122	642	.0084
Unit 123	642	.0084
Unit 124	642	.0084
Unit 125	642	.0084
Unit 126	1,019	.0133
TOTAL - BUILDING A	9,219	.1204

3-98-2693

<u>BUILDING/FLOOR AND UNIT DESIGNATION</u>	<u>SQUARE FOOTAGE PER UNIT</u>	<u>UNIT % OF OWNERSHIP IN COMMON ELEMENTS</u>
Building B		
First Floor:		
Unit 211	920	.0120
Unit 212	920	.0120
Second Floor:		
Unit 221	920	.0120
Unit 222	920	.0120
Third Floor:		
Unit 231	920	.0120
Unit 232	920	.0120
TOTAL - BUILDING B	5,520	.0720

3-08-2694

<u>BUILDING/FLOOR AND UNIT DESIGNATION</u>	<u>SQUARE FOOTAGE PER UNIT</u>	<u>UNIT % OF OWNERSHIP IN COMMON ELEMENTS</u>
Building C		
First Floor:		
Unit 311	736	.0096
Unit 312	636	.0083
Unit 313	636	.0083
Unit 314	718	.0094
Second Floor:		
Unit 321	736	.0096
Unit 322	636	.0083
Unit 323	636	.0083
Unit 324	718	.0094
TOTAL - BUILDING C	5,452	.0712

3-08-2695

<u>BUILDING/FLOOR AND UNIT DESIGNATION</u>	<u>SQUARE FOOTAGE PER UNIT</u>	<u>UNIT % OF OWNERSHIP IN COMMON ELEMENTS</u>
Building D		
First Floor:		
Unit 1111	738	.0097
Unit 1112	639	.0084
Unit 1113	639	.0084
Unit 1114	738	.0097
Second Floor:		
Unit 1121	738	.0097
Unit 1122	639	.0084
Unit 1123	639	.0084
Unit 1124	738	.0097
TOTAL - BUILDING D	5,508	.0724

3-08-2696

<u>BUILDING/FLOOR AND UNIT DESIGNATION</u>	<u>SQUARE FOOTAGE PER UNIT</u>	<u>UNIT % OF OWNERSHIP IN COMMON ELEMENTS</u>
Building E		
First Floor:		
Unit 1011	365	.0048
Unit 1012	365	.0048
Unit 1013	365	.0048
Unit 1014	365	.0048
Unit 1015	365	.0048
Unit 1016	365	.0048
Unit 1017	365	.0048
Unit 1018	365	.0048
Second Floor:		
Unit 1021	365	.0048
Unit 1022	365	.0048
Unit 1023	365	.0048
Unit 1024	365	.0048
Unit 1025	365	.0048
Unit 1026	365	.0048
Unit 1027	365	.0048
Unit 1028	365	.0048
Third Floor:		
Unit 1031	365	.0048
Unit 1032	365	.0048
Unit 1033	365	.0048
Unit 1034	365	.0048
Unit 1035	365	.0048
Unit 1036	365	.0048
Unit 1037	365	.0048
Unit 1038	365	.0048
TOTAL - BUILDING E	8,760	.1152

3-08-2697

<u>BUILDING/FLOOR AND UNIT DESIGNATION</u>	<u>SQUARE FOOTAGE PER UNIT</u>	<u>UNIT % OF OWNERSHIP IN COMMON ELEMENTS</u>
Building F		
First Floor:		
Unit 911	929	.0122
Unit 912	929	.0122
Unit 913	929	.0122
Unit 914	929	.0122
Second Floor:		
Unit 921	929	.0122
Unit 922	929	.0122
Unit 923	929	.0122
Unit 924	929	.0122
TOTAL - BUILDING F	7,432	.0976

3-08-2698

<u>BUILDING/FLOOR AND UNIT DESIGNATION</u>	<u>SQUARE FOOTAGE PER UNIT</u>	<u>UNIT % OF OWNERSHIP IN COMMON ELEMENTS</u>
Building G		
First Floor:		
Unit 811	929	.0122
Unit 812	929	.0122
Unit 813	929	.0122
Unit 814	929	.0122
Second Floor:		
Unit 821	929	.0122
Unit 822	929	.0122
Unit 823	929	.0122
Unit 824	929	.0122
TOTAL - BUILDING G	7,432	.0976

3-08-2699

<u>BUILDING/FLOOR AND UNIT DESIGNATION</u>	<u>SQUARE FOOTAGE PER UNIT</u>	<u>UNIT % OF OWNERSHIP IN COMMON ELEMENTS</u>
Building H		
First Floor:		
Unit 511	929	.0122
Unit 512	929	.0122
Second Floor:		
Unit 521	929	.0122
Unit 522	929	.0122
TOTAL - BUILDING H	3,716	.0488

3-08-2700

<u>BUILDING/FLOOR AND UNIT DESIGNATION</u>	<u>SQUARE FOOTAGE PER UNIT</u>	<u>UNIT % OF OWNERSHIP IN COMMON ELEMENTS</u>
Building I		
First Floor:		
Unit 411	1,014	.0133
Unit 412	1,014	.0133
Unit 413	1,014	.0133
Unit 414	1,014	.0133
Second Floor:		
Unit 421	1,014	.0133
Unit 422	1,014	.0133
Unit 423	1,014	.0133
Unit 424	1,014	.0133
Third Floor:		
Unit 431	1,014	.0133
Unit 432	1,014	.0133
Unit 433	1,014	.0133
Unit 434	1,014	.0133
TOTAL - BUILDING I	12,168	.1596

3-08-2701

<u>BUILDING/FLOOR AND UNIT DESIGNATION</u>	<u>SQUARE FOOTAGE PER UNIT</u>	<u>UNIT % OF OWNERSHIP IN COMMON ELEMENTS</u>
Building J		
First Floor:		
Unit 611	920	.0121
Unit 612	920	.0121
Second Floor:		
Unit 621	920	.0121
Unit 622	920	.0121
Third Floor:		
Unit 631	920	.0121
Unit 632	920	.0121
TOTAL - BUILDING J	5,520	.0726

3-08-2702

<u>BUILDING/FLOOR AND UNIT DESIGNATION</u>	<u>SQUARE FOOTAGE PER UNIT</u>	<u>UNIT % OF OWNERSHIP IN COMMON ELEMENTS</u>
Building K		
First Floor:		
Unit 711	922	.0121
Unit 712	922	.0121
Unit 713	922	.0121
Second Floor:		
Unit 721	922	.0121
Unit 722	922	.0121
Unit 723	922	.0121
TOTAL - BUILDING K	5,532	.0726

3-08-2703

SUMMARY

UNIT % OF
OWNERSHIP IN
COMMON ELEMENTS

Building A	.1204
Building B	.0720
Building C	.0712
Building D	.0724
Building E	.1152
Building F	.0976
Building G	.0976
Building H	.0488
Building I	.1596
Building J	.0726
Building K	.0726
TOTAL	100%

3-08-2704

EXHIBIT D

BY-LAWS

THE PADDOCK HOME OWNER'S ASSOCIATION INC.

The name of the organization shall be THE PADDOCK HOME OWNER'S ASSOCIATION INC., hereinafter called "Association".

ARTICLE I

OBJECT

(Plan of Condominium Ownership)

3-08-2705

1. The purpose for which this non-profit corporation is formed is to govern the condominium property situated in the County of Brazos, State of Texas, which property is described on Exhibit "A", attached to the Condominium Declaration for THE PADDOCK CONDOMINIUMS, which by this reference is made a part hereof, and which property has been submitted to the provisions of the Condominium Act of the State of Texas. All the terms, conditions, definitions and covenants of the said Condominium Declaration for THE PADDOCK CONDOMINIUMS, hereinafter referred to as the "Declaration" are incorporated herein by reference for all purposes.

2. All present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership. Any person on becoming an owner of a condominium unit as that term is defined in the Declaration 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, 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 PADDOCK CONDOMINIUMS 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. No certificates of stock shall be issued by the Association, but the Board of Directors, may, if it so elects, issue one membership card to the owner(s) of a condominium unit. Such membership card shall be surrendered to the Secretary whenever ownership of the condominium unit designated thereon shall terminate.

2. Voting. Voting shall be based upon the undivided interest of each unit owner in the general common elements. An owner of an undivided interest in and to a condominium unit shall be entitled to a vote equal to his ownership interest in such unit. Cumulative voting is prohibited.

3. Majority of Unit Owners. As used in these By-Laws the term "majority of unit owners" shall mean those owners of more than fifty percent (50%) of the aggregate interest of the undivided ownership of the general common elements.

4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of unit owners" as defined in Paragraph 3 of this Article shall constitute a quorum. Unless otherwise provided in the Declaration or these By-Laws, when a quorum of owners is present at any meeting, a majority vote of the owners present, either in person or by proxy, shall be sufficient to either defeat or approve any proposed action. If a quorum is not present, the provision of Article III, Paragraph 6 of these By-Laws will control.

5. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing, and filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

3-03-2706

1. Association Responsibilities. The owners of the units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the project through a Board of Directors.

2. Place of Meetings. Meetings of the Association shall be held at such place as the Board of Directors may determine.

3. Annual Meetings. The first annual meeting of the Association shall be held on the second Monday of the month after the expiration of the sale and development period as defined in Article III, §3.01 of the Declaration. Thereafter, the annual meetings of the Association shall be held on the first Monday of October of each succeeding year. At the first annual meeting and each meeting, thereafter, the Association shall elect a Board of Directors in accordance with the requirements of Paragraph 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

4. 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 of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. 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 two-thirds (2/3) of the owners present, either in person or by proxy.

5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five (5) but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting for not less than five (5) days, but not more than twenty (20), and the required quorum at the subsequent meeting shall be twenty-five (25%) percent of the aggregate interest of the undivided ownership of the general common elements.

7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call and certifying proxies.
- (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.

ARTICLE IV

BOARD OF MANAGERS

3-08-2707

1. Number and Qualification. The affairs of this Association shall be governed by a Board of Directors composed of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until the expiration of two (2) years from the date the Declaration is filed for record, or until their successors are elected, to-wit: McCLURE BINTLIFF, R. W. LIVINGSTON, JR., and OSCAR ROHNE. If for any reason one of these three resigns, the remaining directors will appoint a successor until a successor can be elected by the Association. Except for the persons appointed to the initial Board of Directors pursuant to this Article IV, paragraph 1, a Director must own an interest in a condominium unit of THE PADDOCK CONDOMINIUMS to qualify for election of the Board of Directors.

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 first-class residential condominium project. The Board of Directors may do all such acts and things as are not by these By-Laws, the Articles of Incorporation or by the Condominium Declaration for THE PADDOCK CONDOMINIUMS directed to be exercised and done by the owners.

3. Other Powers and Duties. The Board of Directors shall be empowered and shall have the duties as follows:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Condominium Ownership Act of the State of Texas.

(b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this condominium 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 member promptly upon the adoption thereof.

(c) To keep in good order, condition and repair all of the general and limited common elements and all items of personal property used in the enjoyment of the entire premises.

(d) To insure and keep insured all of the insurable general common elements of the property in an amount equal to their maximum replacement value as provided in the Declaration. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in such amounts as the Board of Directors deems necessary. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the owners of the condominium units and their

mortgagees. The limits and coverage shall be reviewed at intervals of not less than three (3) years and adjusted, if necessary to provide such coverage and protection as the Association may deem prudent. So long as the Federal Home Loan Mortgage Company (FHLMC), Federal National Mortgage Association (FNMA) and Governmental National Mortgage Association (GNMA) is a mortgagee of a condominium unit in the Project, or owns a unit therein, the Association shall maintain in effect at least such casualty, flood and liability insurance and a fidelity bond, meeting standards established by FHLMC, FNMA and GNMA for planned developments, as published in the FHLMC, FNMA and GNMA "Servicer's Guide, or otherwise, except to the extent such requirements shall have been waived in writing by FHLMC, FNMA or GNMA. Workmen's compensation insurance shall at all times be carried to the extent required to comply with any applicable law with respect to the employees, if any, of the Association.

3-08-2708

(e) To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners towards the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws.

(g) To protect and defend the entire premises from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration, the Articles of Incorporation and these By-Laws, and to execute all such instruments evidencing such indebtedness as this Board of Directors may deem necessary. Such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(k) To 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 competent certified public accountant once each year.

(l) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement.

(m) To meet at least once each quarter.

(n) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.

(o) To employ accountants, bookkeepers, architects, attorneys, and other professional services necessary in the operation of the Homeowners Association.

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

(q) To make available to each Owner, upon request, during normal business hours, current copies of the constituent documents, including the Declaration, By-Laws, and Articles of Incorporation.

(r) To grant permits, licenses and easements over the common elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

4. Managing Agent. The initial Managing Agent shall be THE HAMLETS CORPORATION, whose address is 4111 Medical Parkway, Suite 101, Austin, Texas 78756, and who, notwithstanding the provisions of Paragraph 1 of Article III, shall have all the powers and shall perform all the duties of the Board of Directors until the expiration of the sale and development period as defined in Article III, § 3.01 of the Declaration, or until such earlier time as said Managing Agent, at its option, may relinquish control of the management and administration of the Association to the Board of Directors. Thereafter, the Board of Directors may employ for the Association a Managing Agent at a compensation to be established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Paragraph 3 of this Article.

3-08-2709

5. Election and Term of Office. At the first annual meeting of the Association the term of office of one Director shall be fixed for three (3) years, the term of office of one Director shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The three (3) persons acting as Directors shall hold office until their successors have been elected and hold their first meeting.

6. 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 vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. The person elected at the next annual meeting of the Association to replace the vacancy will serve until the expiration of the term of the person whose position was vacated.

7. 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.

8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

9. Regular Meetings. Regular meetings of the Board of Directors 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 four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors 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.

10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally; or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

3-08-2710

11. Waiver of Notice. Before or at any meeting of the Board of Directors, 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 the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the 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 of Directors, there be 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.

13. Fidelity Bonds. The Board of Directors may 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 paid by the Association. Such fidelity bonds shall name the Association as an obligee, and shall be written in an amount equal to at least the estimated maximum of funds, including reserve funds, in the custody of the Association or the Managing Agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all units plus reserve funds.

14. Compensation. No member of the Board of Managers shall receive any compensation for acting as such.

ARTICLE V

OFFICERS

1. Designation. The officers of the Association shall be a President, a Vice-President, Secretary/Treasurer and Assistant Secretary all of whom shall be elected by the Board of Directors, all of whom, except the Assistant Secretary, must own an interest in a condominium unit of THE PADDOCK CONDOMINIUMS.

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.

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 elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of 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 from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Association. 3-38-2711

5. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

6. Secretary/Treasurer. The Secretary/Treasurer shall:

(a) keep all 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 Secretary.

(b) 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 Association. Such list shall also show opposite each member's name the number or other appropriate designation of the apartment unit owned by such members and parking space, if any, assigned for use in connection with such apartment 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.

(c) 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 depositories as may from time to time be designated by the Board of Directors.

7. Assistant Secretary. The Board of Directors shall elect, as necessary, such persons as it desires to have serve as Assistant Secretary and such person so elected need not be an owner of a condominium unit. The Assistant Secretary will perform the duties of Secretary, as delegated by the Board except any duties dealing with the funds of the Association.

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every director, officer, and managing agent, his heirs, executors and administrators, and successors against all losses, costs 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 manager or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross

negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to 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 manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such manager or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing contained in this Article VI contained 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 PADDOCK CONDOMINIUMS as a member or owner of a condominium unit covered thereby. This Right of Indemnification extends to every director, officer, or managing agent whether suit is brought against them in their official capacity or individual capacity.

ARTICLE VII

OBLIGATIONS OF THE OWNERS

1. Assessments. All owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments shall be made pro-rata according to undivided interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-Laws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him. 3-08-2712

2. Maintenance and Repair.

(a) Every owner must perform promptly at his own expense all maintenance and repair work within his own apartment unit, which if omitted would affect the project in its entirety or in part belonging to other owners.

(b) All the repairs of internal installations of the unit such as water, light, gas power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass, electrical fixtures, floor and wall coverings and all other accessories, equipment and fixtures belonging to the unit area shall be at the owner's expense.

(c) An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants or agents, or the owner's failure to maintain those items of which the owner is responsible for maintenance.

3. Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other condominium units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's apartment unit. In the event suit for foreclosure is commenced, then within ten (10) days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to double the amount of such claim plus interest at the rate of 10% for one year together with a sum equal to ten percent (10%) of the amount of

such claim but not less than One Hundred Fifty and No/100 (\$150.00) Dollars, which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees, shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in Article IV of the Declaration. Such owner shall be liable to the Association for payment of interest at the rate of 10% of all such sums paid by the Association until the date of repayment by such owner.

4. General.

(a) Each owner shall comply strictly with the provisions of the Condominium Declaration for THE PADDOCK CONDOMINIUMS, the Articles of Incorporation and these By-Laws and amendments and supplements thereto.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which THE PADDOCK CONDOMINIUMS was established.

5. Use of Units - Internal Changes.

(a) All units shall be utilized for residential purposes ³⁻⁰⁸⁻²⁷¹³ only.

(b) An owner shall not make structural modifications or alterations to his unit or installations located therein.

6. Use of General Common Elements/Limited 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 without hindering or encroaching upon the lawful rights of the other owners.

7. Right of Entry.

(a) An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Directors in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

8. Rules and Regulations.

(a) All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of any recreational facilities afforded, in order that all owners and their guests shall achieve maximum utilization of such facilities consonant with the rights of each of the other owners thereto.

(b) Nothing shall be done in any residential unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be un-insurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be cancelled or suspended by the issuing company.

(c) Owners and occupants of units shall at all times exercise extreme care to avoid making or permitting to be made loud or manner as may disturb or tend to disturb owners, tenants, or other occupants of condominium units of THE PADDOCK CONDOMINIUMS. No unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements of THE PADDOCK CONDOMINIUMS.

(d) The common area is intended for use for the purposes of affording vehicular and pedestrian movement within the condominium, and of providing access to the units; those portions thereof adapted therefor, for recreational use by the owners and occupants of units; and all thereof for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area shall be obstructed so as to interfere with its use for the purposes hereinabove cited, nor shall any part of the common area (common elements) be used for general storage purposes, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon.

(e) No animals shall be kept on the Condominium Project; provided, however, pet birds and fish may be kept within such owner's unit. Such pet, if any, may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. (Any owner who causes any animal to be brought upon the premises of the condominium project shall indemnify and hold harmless the Association for any loss, damage, cost or liability which the Association may sustain as a result of the presence of such animal on the premises.) Notwithstanding the generality of the foregoing, after (i) repeated violations of this provision, (ii) ten (10) days prior written notice to the owner of such pet, and (iii) an opportunity for such owner to have a hearing before the Board of Managers, such pet may be taken from such owner and given to the Society for the Prevention of Cruelty to Animals, of Brazos County, Texas.

(f) No resident of the condominium shall post any advertisements, signs, or posters, of any kind in or on the project except as authorized by the Association.

(g) Parking of automobiles and motorcycles shall be only in the spaces designated as parking for each unit; no unattended vehicle shall at any time be left in the alleyways or streets in such manner as to impede the passage of traffic or to impair property access to parking area. No storage of any objects shall be permitted in the parking area and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind. Guest parking areas, if any, are not intended for use by owners for parking or storing boats, trailers, camping units or any personal

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vehicles, and the Board may insure the proper use of said areas in such manner as it deems necessary.

(h) Each owner shall keep clean and in good condition the interior of his condominium unit including windows and shall not permit garments, rugs, laundry or other unsightly items to extend from or be placed outside of his condominium unit, including but not limited to over windows or the balcony.

(i) It is prohibited to dust rugs or other materials from the windows, or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash or garbage out of any of the windows or doors of any of the units.

(j) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

(k) No owner, resident or lessee shall install wiring for electrical or telephone installation, radio and television antennae, machines or air conditioning units or any other devices whatsoever on the exterior of the project or that protrude through the walls or out of the windows, or on the roof of the project unless expressly approved in writing by the Association.

(l) No owner or other occupant of any condominium unit shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to the common elements of the condominium or remove or add to any planting, structure, furnishings or other equipment or object therefrom except with the written consent of the Association.

(m) No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Property.

(n) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking area to a point outside the Property, or from a point outside the Property directly to a parking space.

(o) All window covering exposed to the exterior of the building or in any way visible from the exterior of the condominium project must be of a white or off-white color.

9. Destruction or Obsolescence. Each owner shall, upon request therefor, 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 or obsolescence as is provided in Article VI D and E of the Condominium Declaration for THE PADDOCK CONDOMINIUMS.

ARTICLE VIII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

1. By-Laws. These By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least 70% of the aggregate interest of the undivided ownership of the general common elements.

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ARTICLE IX

MORTGAGES

1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Managing Agent, if any, or the President of the Board of Directors, giving the name and address of his mortgagee.

2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE X

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Ownership 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. If any of the provisions of these By-Laws conflict with the Declaration, the provisions of the Declaration shall prevail. To the maximum extent possible, these By-Laws will be construed to be in compliance with the Texas Condominium Act, and the invalidity of any section, or paragraph herein will not effect the validity of the remaining portions hereof.

ARTICLE XI

NON-PROFIT ASSOCIATION

This Association is not organized for profit. No member, 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 salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) 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 XII

REGISTERED OFFICE

The Registered office and the principal office for the transaction of business of this Association shall be 4111 Medical Parkway, Suite 101, Austin, Texas 78756, and the Registered Agent shall be McClure Bintliff at the same address.

ARTICLE XIII

EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President, Vice-President and Secretary of the Association.

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ARTICLE XIV

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

The violation of any rule or regulation promulgated by the Board of Directors, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Directors or the Managing Agent, the right, in addition to any other rights set forth therein, (a) 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 or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out same, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor; and (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE XV

RIGHTS OF ACTION

The Association and any aggrieved unit owner shall have an appropriate right of action against unit owners for failure to comply with the provisions of the Declaration and these By-Laws, or with decisions of the Association which are made pursuant thereto. Any unit owner shall have similar rights of action against the Association.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this the 26th day of January, 1982.

BOARD OF DIRECTORS

BY McClure Bintliff
McClure Bintliff

BY R. W. Livingston, Jr.
R. W. Livingston, Jr.

BY Oscar Rohne
Oscar Rohne

NO SEAL

3-38-2717

DECLER

STATE OF TEXAS
I hereby certify that this Instrument was FILED on the
COUNTY OF TRAVIS
state and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as stamp hereon by me, on

JAN 26 1983



Noris Anapdie
COUNTY CLERK
TRAVIS COUNTY, TEXAS

TRAVIS COUNTY, TEXAS
COURT CLERK

JAN 26 12 46 PM '83

FILED