

DOC. NO.
00050075

RESTATEMENT OF DECLARATION OF
BALCONES TOWERS CONDOMINIUM

FILM CODE
00004367713

117.00
7.56

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

REC'D BY REC: 104.50 INDEX
I I 06/07/82

THIS Restatement of Declaration is made by Balcones Towers Condominium, Inc., a Texas non-profit corporation (hereinafter referred to as the "Association").

500.75-0004
43.00-CHKE

W I T N E S S E T H:

WHEREAS, the Association constitutes the governing body for the owners of condominium units located in Balcones Towers Condominium, legally described as Lot 1, Block A, Northwest Hills, Section II, Phase I, a subdivision in Travis County, Texas (herein referred to as the "Units"); and

WHEREAS, the Units are subject to the covenants, conditions, restrictions and easements set forth in the Declaration of Balcones Towers Condominium recorded in Volume 4, Pages 1 through 48, of the Condominium Records of Travis County, Texas (herein referred to as "Declaration") and such amendments to the Declaration as have been approved and recorded in the Condominium Records of Travis County, Texas (herein referred to as "Amendments"); and

WHEREAS, the Association desires to restate said Declaration and Amendments to further ensure the control and maintenance of the quality and distinction of the Units.

NOW THEREFORE, the Association hereby declares that the Units are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements (sometimes collectively referred to herein as the "covenants") hereinafter set forth and except as modified herein the covenants set forth in said Declaration and Amendments shall remain in full force and effect and nothing contained herein shall constitute or be deemed a release or waiver of the conditions, covenants and restrictions set forth in the Declaration and Amendments.

Pursuant to the action taken by the Association at a duly called meeting of the Association for such purpose, the Declaration is hereby restated in its entirety to read as provided in Exhibit "A" attached hereto and incorporated herein for all purposes.

This Restatement is made pursuant to the Condominium Act of the State of Texas, being 3 V.T.C.A. Property, Sections 81.001 et.seq.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS -1-
10705 1803

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the 28th day of March, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: Dorothy Cornack
DOROTHY CORNACK, President
(Name) (Title)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 28th day of March, 1988, by Dorothy Cornack, President of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

NOTARY SEAL

Sherrie K. Bevis
Notary Public, State of Texas
My Commission expires: 3-25-91
Sherrie K. Bevis

APPROVING OWNER:

Dorothy Cornack
DOROTHY CORNACK, 107
(Name) (Unit No.)

①

STATE OF Texas §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 28th day of March, 1988, by Dorothy Cornack.

NOTARY SEAL

Sherrie K. Bevis
Notary Public, State of Texas
My Commissions expires: 3-25-91
Sherrie K. Bevis

APPROVING OWNER:

Harold La Fette - Melba La Fette
Harold/Melba La Fette, 109
(Name) (Unit No.)

②

STATE OF Texas §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 9 day of April, 1988, by Harold/Melba La Fette.

NOTARY SEAL

Sherrie K. Bevis
Notary Public, State of Texas
My Commission expires: 3-25-91
Sherrie K. Bevis

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

-2-

10705 1804

APPROVING OWNER:

Charles Vaughn
CHARLES VAUGHN, 115
(Name) (Unit No.)

31

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 9 day of April, 1988, by Charles Vaughn.

NOTARY SEAL

Sherrie K. Bevis
Notary Public, State of Texas
My Commission expires: 3-25-91
SHERRIE K. BEVIS

APPROVING OWNER:

John Virginia Ross
JOHN VIRGINIA ROSS, 124
(Name) (Unit No.)

3

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 9 day of April, 1988, by John Virginia Ross.

NOTARY SEAL

Sherrie K. Bevis
Notary Public, State of Texas
My Commission expires: 3-25-91
SHERRIE K. BEVIS

APPROVING OWNER:

William Riley 224
WILLIAM RILEY, 224
(Name) (Unit No.)

4

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 9 day of April, 1988, by William Riley.

NOTARY SEAL

Sherrie K. Bevis
Notary Public, State of Texas
My Commission expires: 3-25-91
SHERRIE K. BEVIS

APPROVING OWNER:

Peter M. Whrig
PETER M. WHRIG, 118
(Name) (Unit No.)

5

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 9 day of April, 1988, by Peter Whrig.

NOTARY SEAL

Sherrie K. Bevis
Notary Public, State of Texas
My Commission expires: 3-25-91
SHERRIE K. BEVIS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10705 1805

APPROVING OWNER:

Winfred M. York
WINFRED M. YORK, 221
(Name) (Unit No.)

6

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 9 day of April, 1988, by WINFRED M. YORK.

NOTARY SEAL

Sherrie K. Bevis
Notary Public, State of Texas
My Commission expires: 3-25-91
SHERRIE K. BEVIS

APPROVING OWNER:

Vickie Fauss
VICKIE FAUSS, 226
(Name) (Unit No.)

7

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 9 day of April, 1988, by VICKIE FAUSS.

NOTARY SEAL

Sherrie K. Bevis
Notary Public, State of Texas
My Commission expires: 3-25-91
SHERRIE K. BEVIS

APPROVING OWNER:

Mary P. Pratt
MARY P. PRATT, 111
(Name) (Unit No.)

8

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 9 day of April, 1988, by Mary P. Pratt.

NOTARY SEAL

Sherrie K. Bevis
Notary Public, State of Texas
My Commission expires: 3-25-91
SHERRIE K. BEVIS

APPROVING OWNER:

(Name) (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10705 1806

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) (Title)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____ of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

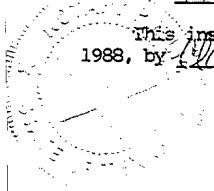
Notary Public, State of Texas
My Commission expires: _____

APPROVING OWNER:

Clara J. Hammett
(Name) 125 (Unit No.)

STATE OF Texas §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 4 day of April, 1988, by Lana Hammett.



NOTARY SEAL

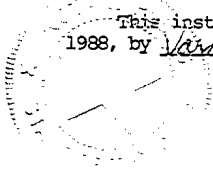
Lorrie J. Kee
Notary Public, State of Texas
My Commission expires: 4-21-91
LORRIE J. KEE

APPROVING OWNER:

Walter S. Spiller
(Name) 110 (Unit No.) POWER OF ATT.

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 18th day of April, 1988, by Ward Spiller.



Carroll C. Wright
Notary Public, State of Texas
My Commission expires: 1-31-89

-2- CARROLL C. WRIGHT
NOTARY SEAL

9

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10705 1807

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) (Title)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 12 day of May, 1988, by FAROUK BOURENANE, of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

NOTARY SEAL

Gwen Perkins
Notary Public, State of Texas
My Commission expires: 3-3-89
GWEN PERKINS

APPROVING OWNER:

Farouk Bourenane, 204
(Name) (Unit No.)

10

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commissions expires: _____

APPROVING OWNER:

Karima Bourenane, 204
(Name) (Unit No.)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 13th day of MAY, 1988, by ~~Deborah~~ KARIMA BOURENANE

NOTARY SEAL

Deborah Fuller
Notary Public, State of TEXAS
My Commission expires: 1-16-91
Deborah A. Fuller

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10705 1808

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Reinstatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) _____ (Title)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____ of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

Notary Public, State of Texas
My Commission expires: _____

APPROVING OWNER:

David Norman Dittmar
DAVID NORMAN DITTMAR, 104
(Name) (Unit No.)

11

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 2nd day of May, 1988, by DAVID N DITTMAR.

NOTARY SEAL

Diana M Nation
Notary Public, State of Texas
My Commissions expires: 2-7-89
DIANA M. NATION

APPROVING OWNER:

(Name) (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10705 1809

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) _____ (Title) _____

NEW MEXICO
STATE OF ~~TEXAS~~ §
LINCOLN §
COUNTY OF ~~TRAVIS~~ §

This instrument was acknowledged before me on this the 16th day of May, 1988, by William J. Weber of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

Sandra Gail Knox
Notary Public, State of ~~TEXAS~~ NEW MEXICO
My Commission expires: 4/18/92
SANDRA GAIL KNOX

NOTARY SEAL

APPROVING OWNER:

William J. Weber
WILLIAM J. WEBER, 102
(Name) (Unit No.)

12

STATE OF NEW MEXICO §
COUNTY OF LINCOLN §

This instrument was acknowledged before me on this the 16th day of May, 1988, by Sandra C. Weber.

Sandra Gail Knox
Notary Public, State of New Mexico
My Commissions expires: 4/18/92
SANDRA GAIL KNOX

NOTARY SEAL

APPROVING OWNER:

Sandra C. Weber
SANDRA C. WEBER, 102
(Name) (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

-2-

10705 1810

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the 10 day of MAY, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) _____ (Title) _____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____ of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

Notary Public, State of Texas
My Commission expires: _____

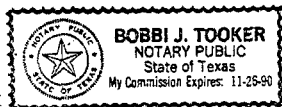
APPROVING OWNER:

Fredrick Brodbeck
FREDRICK BRODBECK, 123
(Name) (Unit No.)

(B)

STATE OF Texas §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 10th day of May, 1988, by Fredrick Brodbeck.



Bobbi J. Tooker
Notary Public, State of Texas
My Commissions expires: 11-28-90

APPROVING OWNER:

(Name) (Unit No.)

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

-2-

10705 1811

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) (Title)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 8 day of April, 1988, by LEAH ASHMORE of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

NOTARY SEAL

Katherine O. King
Notary Public, State of Texas
My Commission expires: 8-27-89
KATHERINE O. KING

APPROVING OWNER:

Leah Ashmore
LEAH ASHMORE, 213
(Name) (Unit No.)

14

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commissions expires: _____

APPROVING OWNER:

(Name) (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10705 1812

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) _____ (Title) _____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 11 day of April, 1988, by Jane Schaefer, ~~of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.~~

Carolyn Bridges
Notary Public, State of Texas
My Commission expires: 2-17-91
CAROLYN BRIDGES

NOTARY SEAL

APPROVING OWNER:

Jane Schaefer (15)
JANE SCHAEFER, #114
(Name) _____ (Unit No.)

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commissions expires: _____

APPROVING OWNER:

(Name) _____ (Unit No.)

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10705 1813

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) (Title)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____ of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

Notary Public, State of Texas
My Commission expires: _____

APPROVING OWNER:
Richard Meacham

(Name) (Unit No.)

STATE OF Delas §
COUNTY OF El Paso §

This instrument was acknowledged before me on this the 5 day of April, 1988, by RICK MEACHAM PRESIDENT OF MEACHAM CONSTRUCTION CO, INC. on behalf of said corporation.

Lauren Russell
Notary Public, State of Delas
My Commission expires: 9-7-90
LORENE RUSSELL

NOTARY SEAL

APPROVING OWNER:

(Name) (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10705 1814

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) _____ (Title)

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____ of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

Notary Public, State of Texas
My Commission expires: _____

APPROVING OWNER:

Bill Knight / Kathryn F Knight

(Name) (Unit No.)

(17)

STATE OF FLORIDA §
 §
COUNTY OF MONROE §

This instrument was acknowledged before me on this the 29 day of March, 1988, by ~~William Knight and Kathryn Knight~~ *William Knight and Kathryn Knight*

Susan DePaulo

Notary Public, State of Florida
My Commissions expires: _____

NOTARY SEAL

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 11, 1992.
SUSAN DEPAULO
APPROVING OWNER:

(Name) _____ (Unit No.)

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10705 1815

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) (Title)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____ of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

Notary Public, State of Texas
My Commission expires: _____

APPROVING OWNER: _____

Harrell Robert Black
As Robert Black, 103
(Name) (Unit No.)

18

STATE OF Texas §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 30 day of March, 1988, by Harrell Robert Black.

Tearsa Renee Vaughn
Notary Public, State of Texas
My Commission expires: 8/10/91
Tearsa Renee Vaughn

NOTARY SEAL

APPROVING OWNER: _____

Harrell Robert Black
As Robert Black, 103
(Name) (Unit No.)

19

STATE OF Texas §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 30 day of March, 1988, by Harrell Robert Black.

Tearsa Renee Vaughn
Notary Public, State of Texas
My Commission expires: 8/10/91
Tearsa Renee Vaughn

NOTARY SEAL

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

-2-

10705 1816

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) (Title)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____ of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

Notary Public, State of Texas
My Commission expires: _____

APPROVING OWNER:

Hazel M. Berry
(Name) (Unit No.)

STATE OF Texas §
COUNTY OF Travis §

20

This instrument was acknowledged before me on this the 11 day of April, 1988, by Hazel M. Berry.

Terrie Kinley
Notary Public, State of Texas
My Commission expires: 8-20-90
TERRIE KINLEY

NOTARY SEAL

APPROVING OWNER:

(Name) (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Reinstatement.

EXECUTED the 30th day of March, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) (Title)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 1988, by _____ of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

Notary Public, State of Texas
My Commission expires: _____

APPROVING OWNER:

Carrie S. Coleman
CARRIE S. COLEMAN, 223
(Name) (Unit No.)

STATE OF NC §
COUNTY OF VANCE §

This instrument was acknowledged before me on this the 30th day of March, 1988, by Carrie S. Coleman.

Marcella S. Renni
Notary Public, State of N.C.
My Commissions expires: February 19, 1990
MARCELLA S. RENNI

NOTARY SEAL

APPROVING OWNER:

(Name) (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

-2-

10705 1818

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) (Title)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 1st day of April, 1988, by Evelyn G. Sargeant #121 of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.



Patricia L. Graham
Notary Public, State of Texas
My Commission expires: 12-1-91

APPROVING OWNER:

22

Evelyn G. Sargeant
Evelyn G. Sargeant #121
(Name) (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commissions expires: _____

APPROVING OWNER:

Evelyn G. Sargeant
(Name) (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10705 1819

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a
Texas Non-Profit Corporation

BY: _____
(Name) _____ (Title)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____ of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

Notary Public, State of Texas
My Commission expires: _____

APPROVING OWNER:

Lisa Carlos
LISA Carlos, 126
(Name) (Unit No.)

23

STATE OF Texas §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 25th day of April, 1988, by LISA CARLOS.

Geraldine A. Repass
Notary Public, State of Texas
My Commissions expires: 3-25-87
Geraldine A. Repass



APPROVING OWNER:

(Name) _____ (Unit No.)

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

-2-

10705 1820

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) _____ (Title)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ^{na} 20 day of ^{na} April, 1988, by _____ of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

Notary Public, State of Texas
My Commission expires: _____

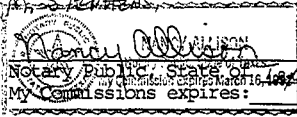
APPROVING OWNER:

MARGARET M. STEPHENS
Margaret M. Stephens 101
(Name) (Unit No.)

STATE OF Texas §
COUNTY OF Travis §

24

This instrument was acknowledged before me on this the 20 day of April, 1988, by ~~_____~~ MARGARET M. STEPHENS.


Notary Public, State of Texas
My Commission expires: 3-16-92

NANCY ALLISON

APPROVING OWNER:

(Name) _____ (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10705 1821

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) (Title)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 4 day of MAY, 1988, by DOROTHY STATHAKIS of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation:



Roberta Lee Beaty
Notary Public, State of Texas
My Commission expires: 5/8/88

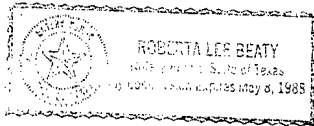
APPROVING OWNER:

25

Dorothy Clay Stathakis
DOROTHY CLAY STATHAKIS 113
(Name) (Unit No.)

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the 4 day of May, 1988, by Dorothy Stathakis.



Roberta Lee Beaty
Notary Public, State of Texas
My Commissions expires: 5/8/88

APPROVING OWNER:

26

Dorothy Clay Stathakis
DOROTHY CLAY STATHAKIS 202
(Name) (Unit No.)

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10705 1822

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) (Title)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 9 day of April, 1988, by Judy Penfield #203 of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

NOTARY SEAL

Gary G. Scott
Notary Public, State of Texas
My Commission expires: 4-19-88
GARY G. SCOTT

APPROVING OWNER:

(27)

Judy Penfield
JUDY PENFIELD # 203
(Name) (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commissions expires: _____

APPROVING OWNER:

Paul Olefsky
PAUL OLEFSKY # 323
(Name) (Unit No.)

(28)

STATE OF TX §
COUNTY OF Travis §

NOTARY SEAL

This instrument was acknowledged before me on this the 2 day of May, 1988, by OLEFSKY.

Vernice L. Durbojan
Notary Public, State of TX
My Commission expires: 11-14-88

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

-2- VERNICE L. DURBOJAN

10705 1823

APPROVING OWNER:

Rex S. Nunnally
Rex S. Nunnally, 210
(Name) (Unit No.)

29

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 6 day of May, 1988, by Rex S. Nunnally.



Scott A. Roberts
Notary Public, State of Texas
My Commission expires: 8/04/91

APPROVING OWNER: SCOTT A. ROBERTS
Notary Public in the State of Texas
My Commission Expires _____

(Name) (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

APPROVING OWNER:

(Name) (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

APPROVING OWNER:

(Name) (Unit No.)

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10705 1824

The Approving Owners executing this Reinstatement are the owners of at least sixty-seven per cent (67%) of the Units covered by the Declaration and join herein to evidence their consent to this Restatement.

EXECUTED the ___ day of _____, 1988.

BALCONES TOWERS CONDOMINIUM, INC., a Texas Non-Profit Corporation

BY: _____
(Name) _____ (Title)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 16 day of MAY, 1988, by DAVID P. NELSON of Balcones Towers Condominium, Inc., a Texas Non-Profit Corporation on behalf of said corporation.

NO SEAL

Sandra F. Barrera
Notary Public, State of Texas
My Commission expires: _____
SANDRA F. BARRERA
Notary Public, State of Texas
My Commission Expires 4-3-89

30

APPROVING OWNER:

David P. Nelson
DAVID P. NELSON, 212
(Name) (Unit No.)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 16 day of MAY, 1988, by LAURA KRISHER NELSON

Sandra F. Barrera
Notary Public, State of Texas
My Commissions expires: _____
SANDRA F. BARRERA
Notary Public, State of Texas
My Commission Expires 4-3-89

NOTARY SEAL

APPROVING OWNER:

Laura K. Nelson
LAURA KRISHER NELSON, 212
(Name) (Unit No.)

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 1988, by _____.

Notary Public, State of _____
My Commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

-2-

10705 1825

EXHIBIT "A" TO RESTATEMENT OF
DECLARATION OF BALCONES TOWERS CONDOMINIUM

1. Definitions. As herein used, unless the context otherwise requires;

(a) "Act" means the Condominium Act of the State of Texas, as now existing, the same being 3 V.T.C.A. Property, Sections 81.001 et.seq.

(b) "Declaration" means this instrument and all exhibits attached hereto by which the Project Property is submitted to the provisions of the Act, as such Declaration may from time to time be lawfully amended.

(c) "By-Laws" means the By-Laws of Balcones Towers Condominium, Inc., a Texas Non-Profit corporation, set out in Exhibit "A" of this Declaration which shall govern the administration of the condominium regime hereby established in accordance with the provisions and requirements of the Act, and as such By-Laws may from time to time hereafter be lawfully amended.

(d) "Project Land" means the land itself, excluding the improvements thereon, legally described on Appendix "A" attached hereto.

(e) "Project Property" means all the Project Land and improvements, buildings, structures, facilities and equipment constructed, placed or erected therein or thereon, and all easements, rights, hereditaments and appurtenances thereto in anywise belonging or appertaining, submitted to the provisions of the Act, subject to the reservations herein contained.

(f) "Unit" means one of the separate and individual condominium homes into which the Project Property is divided for individual and separate use and ownership as provided for in said Act and described in this Declaration and the plats attached hereto and includes the space encompassed by the boundaries of the Units. Provided however, that "Unit" shall not include Unit 119, Building K, which is designated the "Managers Unit" and shall be part of the Common Elements.

(g) "Common Elements" means the general common elements consisting of all portions of the Project Property, except the individual Units which are to be individually and separately owned.

(h) "Ownership Unit" means an estate of property comprised of a Unit and the undivided percentage of ownership interest in the Common Elements conveyed with or allocated to such Unit.

(i) "Ownership Unit Owner" and similar expressions means the person or persons whose estates or interests individually, jointly or collectively, aggregate

fee simple absolute ownership of an Ownership Unit.

(j) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real estate.

(k) "Majority of unit owners" means the owner or owners of Ownership Units totaling fifty-one per cent (51%) or more of the total Ownership Units.

2. Submission of Project Property to the Act. Subject to reservations herein contained, sixty-seven per cent (67%) or more of the Ownership Unit Owners, in order to establish a plan of condominium ownership in respect thereto, hereby submit the Project Property to the condominium regime established by the Act and the provisions thereof, expressly intending and declaring through the recordation of this Declaration their desire to submit the Project Property to the condominium regime established by the Act and this Declaration.

3. Project Land. The Project Land, submitted to the provisions of the Act, is the tract of land legally described on Appendix "A" attached hereto and made part hereof, which plat shows the location, boundaries and dimensions of the Project Land and the location of the Units.

4. Buildings. The buildings presently located on the Project Land and constituting a part of the Project Property, submitted to the provisions of the Act, are generally described as sixteen (16) buildings containing a total of forty-six (46) Units, the buildings being constructed of wood frame and masonry veneer on concrete slabs.

The boundaries of each existing Unit are shown and depicted on Appendix "B" and shall be the interior face of stud to interior face of stud, floors and ceiling, and each Unit includes both the portions of the building so described and the air space so encompassed, excepting Common Elements. The individual ownership of each Unit shall also include the following items, except such items deemed to be part of the building as a whole or the Common Elements, to-wit: The interior non-bearing and non-supporting walls, partitions, cabinets, shelves, closets, interior and exterior doors, glass in windows and doors, the finished perimeter walls, floors and ceilings, including carpeting or other floor covering or finish and wall paper or other wall covering or finish, the individual lighting and electrical fixtures and appliances, the individual kitchen and bathroom fixtures, equipment, plumbing and appliances, such as, but not limited to, cooking ranges, range hoods, refrigerators, sinks, dishwashers, garbage disposal, ovens,

water closets, lavatories, shower stalls, bath tubs, medicine cabinets and similar fixtures and equipment, and the individual air conditioning and heating units and systems, all of which items aforesaid being designed and intended solely for the benefit of and to exclusively serve the particular Unit in or to which the same are located or attached, and are not designed or intended for the benefit, use, support, service or enjoyment of any other Unit or the Common Elements or any part thereof.

The identifying number, location, size, appropriate square footage and dimensions and other descriptive data of each Unit are shown and depicted on the plats attached hereto as Appendix "A" and Appendix "B" and all such information and descriptive data shown on such plats are incorporated herein by reference thereto.

5. Utility Easements. Valid easements shall exist in each Unit and in each portion of the Common Elements for the benefit of each Ownership Unit Owner, the municipality and each authorized utility company, for the installation, maintenance, repair, removal or replacement of any and all authorized utility lines, pipes, wires, conduits, facilities and equipment serving the Project Property as a whole or any individual Unit or appurtenances thereto or any part of the Common Elements, and the ownership of each Unit and interest in the Common Elements shall be subject to such easements.

6. Common Elements. The General Common Elements, also simply referred to as "Common Elements" shall consist of all the "Project Property" as herein defined and described, except the individual Units, and shall include all the Project Land as hereinabove defined and described, the Manager's Unit (Unit 119, Bldg. K), the compartments for installation of central services, the foundations, load-bearing walls and columns, all exterior walls to interior face of studs, floors, roofs, structural and supporting part of all buildings, the outside walks and driveways and all structures, fixtures, equipment and appliances, water heaters, swimming pool and fences which are designed and intended for the common and mutual use and benefit of the Units and the space occupied by the same. Reference is hereby further made to the Act for further definition of the "General Common Elements", and all reference in this Declaration to the "Common Elements" shall also include the "General Common Elements", as herein and in said Act defined.

7. Ownership of the Common Elements. Each Ownership Unit Owner shall also be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by him. Each Unit in Balcones Towers Condominium is hereby allocated the following percentages of ownership in the Common Elements:

BUILDING	UNIT #	% UNDIVIDED OWNERSHIP
C	106, 206	1.50%
G	110, 210	1.50%
M	122, 222	1.50%
P	126, 226	1.50%
J	117, 118, 217, 218	2.22%
A	101, 102	2.27%
B	105	2.27%
F	109	2.27%
H	111	2.27%
I	114, 115	2.27%
J	116	2.27%
K	120	2.27%
B	103, 104, 203, 204	2.22%
H	112, 113, 212, 213	2.22%
O	124, 125, 224, 225	2.22%
D	107, 207, 307	2.67%
E	108, 208, 308	2.67%
L	121, 221, 321	2.67%
N	123, 223, 323	2.67%

The percentages of ownership interest in the Common Elements so allocated to the respective Units are based on approximate relative square footage. Should the number of Units change due to acquisition or sale of a Unit by the Association, then such Undivided Percentage Ownership of Common Elements shall be automatically changed in proportion to the approximate relative square footage. Said ownership interest in the Common Elements shall be divided and the Common Elements shall be owned by Ownership Unit Owners, as tenants in common in accordance with their respective percentages of undivided ownership. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as suitable for the condominium regime, and in any event, all mortgages must be paid prior to the bringing of an action for partition, or the consent of all mortgagees to such action must be obtained. Any covenant to the contrary shall be void. The percentage of the Common Elements allocated to each Unit shall not be separated therefrom or separately sold, conveyed, encumbered or otherwise separately disposed of, and each interest in the Common Elements shall follow the respective Unit to which it is allocated, and shall be deemed to be conveyed encumbered with its respective Unit to which it is allocated even though the description in the instrument of conveyance or encumbrance shall refer only to the Unit.

8. Use of the Common Elements. Each Ownership Unit Owner shall have the right to use and enjoy the Common Elements, in common with all other Ownership Unit Owners, for the purposes for which they are intended and as may be required for the purpose of access and ingress and egress to and the use and occupancy and enjoyment of the respective Units owned by such Ownership Unit Owners without hindering or encroaching upon the lawful rights of other co-owners. Such right to use and enjoy the Common Elements, shall extend to each Ownership Unit Owner, the members of his family, the tenants or other lawful occupants of a Unit and their guests, visitors, invitees, or permittees, and all such other persons as may be invited or permitted by the Board of Administration of this condominium regime or its representative to use or enjoy the Common Elements or any part thereof. Such right to use the Common Elements, shall be subject to and governed by the provisions of the "Act", this Declaration, the By-Laws attached hereto, and the rules and regulations hereafter lawfully made or adopted by the Board of Administration or the Council of Co-owners of this condominium regime. Each Ownership Unit Owner shall be deemed to have an easement in the interest of all other Ownership Unit Owners in the Common Elements for the installation, maintenance, repair or replacement of all individually owned fixtures, equipment and appliances which are in any way affixed to, supported by or located in any space or structure constituting part of the Common Elements. The cost and expense for the maintenance, repair, upkeep, operation and replacement of the Common Elements (to include the Manager's Unit) and of the recreational facilities, shall be a common expense of all Ownership Unit Owners in proportion to their respective undivided interests in the Common Elements.

9. Windows and Doors. Notwithstanding anything else in this Declaration which may be or appear to be to the contrary, the glass in all windows or doors of each Unit and all exterior and interior doors of each Unit shall be deemed to be part of the Unit and individually owned and shall be repaired or replaced at the separate cost and expense of each individual Ownership Unit Owner, and not as a common expense. All of the exterior of the doors and all glass in windows and doors will remain in conformity with the original installation.

10. Council of Co-Owners. Each Ownership Unit Owner shall automatically be a member of Balcones Towers Condominium, Inc. and its "Council of Co-Owners" (hereinafter referred to as the "Council") which shall be the governing and

administrative body for all Ownership Unit Owners for the protection, preservation, upkeep, maintenance, repair, operation and replacement of the Common Elements, and the government, operation and administration of the Project Property and the condominium regime hereby established, and shall remain a member thereof until such time as their ownership ceases for any reason, at which time their membership in the Council shall also automatically cease. Upon any transfer of ownership of any Ownership Unit, the new owner acquiring or succeeding to such ownership interest shall after complying with Paragraph 34 hereof likewise automatically succeed to such membership in the Council.

11. Representation for Voting. The aggregate number of votes for all members of the Council shall be forty-five (45), with one vote allocated to each Unit and to be exercised by the Ownership Unit Owner. In the event an Ownership Unit is jointly owned by two or more persons, one person shall exercise the voting right for both, by agreement between the two persons.

12. Board of Administration. The affairs of the Council shall be managed by a Board of Administration. The Council shall elect the Board of Administration which shall consist of not less than five (5) members, all of whom shall serve without pay or compensation for such term as specified by the By-Laws of this condominium regime. Such Board of Administration (hereinafter referred to as the "Board") shall perform such duties and functions as shall be specified in this Declaration, or in said By-Laws or as may be delegated to it from time to time by the Council.

13. By-Laws. The government and administration of the condominium regime hereby established shall be in accordance with the By-Laws which have been adopted by the Council and which are appended hereto and identified as Exhibit "A". The By-Laws may be amended as therein provided and from time to time by the Council in accordance with the provisions thereof.

14. Administration by Developer. DELETED FOR PURPOSES OF THIS RESTATEMENT.

15. Temporary Managing Agent. DELETED FOR PURPOSES OF THIS RESTATEMENT.

16. Common Expenses, Assessments. Each Ownership Unit Owner shall be bound and obligated and agrees to pay, as assessments therefor are made during their tenure of ownership, their prorata part and share of the utilities and expenses of administration, maintenance, repair, upkeep, protection, replacement, and operation of the Common Elements (to include the Manager's Unit), assessments made by

Balcones Towers Condominium, Inc. and any other expenses lawfully agreed to by the Council of Co-Owners or the Board of Administration as authorized by the Act, this Declaration or by the By-Laws appended hereto, all of which expenses herein mentioned are in this Declaration referred to as the "common expenses". The pro-rata part and share of the common expenses which shall be assessed against each Ownership Unit Owner, and which each Ownership Unit Owner agrees to pay, shall be in the same ratio and in proration to his percentage ownership interest in the common elements as set out in Paragraph 7 above. Assessments for common expenses and payments thereof shall be made as determined and provided for in the By-Laws appended hereto, and as from time to time amended. No owner of any Unit or interest therein shall be exempt from paying or contributing his prorata part and share of the common expenses by waiver of the use of enjoyment of the Common Elements or any part thereof or by abandonment of the Unit or his interest therein. The amount of common expenses assessed against each Unit shall be the debt and obligation of the Ownership Unit Owner at the time the assessment is made and a subsequent transfer of his Ownership shall not terminate the outstanding obligation. Assessments for common expenses shall be on a monthly basis and shall become due and payable monthly in advance on or before the tenth (10th) day of each month. Payments not made by the tenth (10th) day of each month shall accrue a late charge of \$10.00 for each such monthly payment. Delinquent owners shall be subject to pay expenses for collection of any delinquent assessments including but not limited to costs and expenses for filing notice or claim of lien and all reasonable attorney's fees arising therefrom. Such assessments, costs and expenses shall be an encumbrance to any Unit and shall also be a debt and personal obligation of the Ownership Unit Owner thereof at the time the assessment is made. All sums collected for common expenses shall constitute and be known as the "Operating Fund", the "Capital Reserve Fund" and the "Tax Escrow Fund" of this condominium regime.

17. Liens to Secure Assessments. The assessments above-described shall be made against the Ownership Unit Owner of each Unit and also against the Ownership Unit itself; and in the event any Ownership Unit Owner shall fail or refuse to pay their prorata share of the common expenses as the same shall become due and payable, then all such assessments (to include all interest, late charges and collection expenses) which have become due and payable and which

have not been paid shall constitute and be secured by a valid lien on such Unit for the benefit of all other Ownership Unit Owners. No lien shall exist against any Ownership Unit for assessments which have not yet become due and payable. Such liens shall be prior to all other liens, except that such assessment liens shall be subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied by the county and state governments or any political subdivision or special district thereof and (2) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment for such assessment for common expenses became due and payable.

Such lien for assessments (to include all interest, late charges and collection expenses) may be foreclosed, without prejudice and subject to the aforesaid prior and superior liens, by suit by the Board of Administration or any authorized officer or member thereof, acting in behalf of all Ownership Unit Owners in like manner as mortgages on real property. No foreclosure suit or sale thereunder shall affect or impair any of the prior liens above mentioned. The Board of Administration or any person authorized by it, acting in behalf of all Ownership Unit Owners, shall have power to bid on the Ownership Unit foreclosed on at the foreclosure sale, and to acquire, hold, lease, mortgage or convey the same in behalf of all Ownership Unit Owners. All funds realized from any foreclosure sale shall be applied first to the cost and expense of filing and prosecuting suit, including all costs of court and a reasonable amount for attorney's fees, and then towards payment of the indebtedness sued on, and the remainder, if any, shall be paid over to the defendant or defendants in the suit as their interest may appear. In the event the proceeds realized from the foreclosure sale, applied as aforesaid, shall be insufficient to pay off and discharge the whole amount of the assessments sued on, then the purchaser acquiring title to such Ownership Unit at such foreclosure sale, whoever they may be, other than the Ownership Unit Owner sued, shall not be liable for the deficiency, but such deficiency shall be deemed a common expense, collectible from all Ownership Unit Owners, including the purchaser at the foreclosure sale, on a prorata basis as in the case of other common expenses. The defaulting Ownership Unit Owner sued shall remain personally liable to the Ownership Unit Owners paying such deficiency.

REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

10705 1833

in regard to the property owned by the Ownership Unit Owner or Owners shall be paid by such affected Ownership Unit Owner or Owners.

21. Public Liability and Other Insurance. The Board of Administration or its representatives shall also have the authority to obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and any other liability insurance as it may deem desirable, insuring each Ownership Unit Owner and the Council of Co-owners and Board of Administration, from and against liability in connection with the Common Elements, to the extent such insurance may be obtained, and all costs, charges and premiums for all such insurance shall be deemed a common expense and shall be paid as provided for in this Declaration.

22. Individual Insurance. Each Ownership Unit Owner shall be responsible at his own personal cost and expense, for his own personal insurance on the contents of his own Unit and his additions and improvements thereto, and his decorations and furnishings and personal property therein and his personal property stored elsewhere on the Project Property, as well as his personal liability to the extent not covered by the liability for all of the Ownership Unit Owners which may be obtained as common expense.

23. Easements for Encroachments. If any portion of the Common Elements shall be situated or encroach upon any Unit, or if any Unit shall actually encroach upon any portion of the Common Elements, as the Units and Common Elements actually and physically exist, or as shown by the plat attached hereto, then there shall be deemed to be mutual valid easements for such encroachments and for the maintenance of same so long as such encroachments exist. In the event any building or other structure is totally or partially damaged or destroyed and then repaired, restored or rebuilt, the Ownership Unit Owners agree that all encroachments of or upon the Common Elements and facilities due to repair or reconstruction shall be permitted and that a valid easement for such encroachments and maintenance thereof shall exist.

24. Alterations, Additions and Improvements. No alterations of any portion of the Common Elements or additions or improvements thereon shall be made by any Ownership Unit Owner without the prior written approval of the Board of Administration or Council of Co-owners. No Ownership Unit Owner shall make any structural modification or substantial alteration of his Unit or the installa-

18. Statement of Assessments. The Board of Administration or its representative shall furnish to any prospective purchaser or mortgagee of any Unit, at the request of the Ownership Unit Owner, a written statement as to the amount of the assessments for common expenses and tax escrow where applicable, which have become due and are unpaid up to a given date in respect to the Unit to be sold or mortgaged. The purchaser of a Unit shall not be personally liable for any unpaid assessment existing at the time of purchase. The selling Ownership Unit Owner shall remain liable for unpaid assessments existing at the time of sale and in case of his failure or refusal to pay then the same shall be collectible from all other Ownership Unit Owners on a prorata basis in proportion to their ownership interest in the Common Elements, and they shall have recourse against the selling Ownership Unit Owner. Notwithstanding the foregoing, upon the sale of an Ownership Unit, the Ownership Unit sold shall remain subject to a lien for unpaid assessments until the assessments are paid.

19. Utilities. Utilities, including electricity, sewer, water and gas (but not telephone) which are intended to serve each Unit are on common meters. All such utilities as well as utilities which are designed and intended to serve the Common Elements or any portion thereof shall be a common expense of all Ownership Unit Owners and each Ownership Unit Owner shall pay their prorata share thereof, in the ratio of their percentage of Undivided Ownership as set out in paragraph 7 hereof.

20. Property Insurance. The Board of Administration shall obtain and continuously keep in effect blanket property insurance to insure the buildings, structures and Units in or on the Project Property, against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions. The insured shall be the Council of Co-owners as Trustee for all Ownership Unit Owners. The cost of such insurance shall be deemed a common expense and shall be paid by the Ownership Unit Owners in the same ratio of their percentage Undivided Ownership as set out in paragraph 7 hereof. In the event of destruction of the Project Property by any hazard covered by such insurance and the proceeds are insufficient to restore the property to the condition that it was in prior to the destruction then the Board of Administration shall pay for any deficiency in regard to the Common Elements and the same shall be paid, as assessed, by the Ownership Unit Owners as a common expense. Any deficiency

tions located therein, except in a manner approved by the Board of Council in writing.

25. Maintenance, Repairs and Replacements. Each Ownership Unit Owner shall furnish and be responsible for, at their own expense, all of the maintenance, repairs and replacements within their own Unit, except as to the Common Elements located therein. Specifically, but without limitation, each Ownership Unit Owner at their own expense, shall maintain, repair or replace any surface within interior stud to interior stud of his Unit and all interior partitions or room walls, all exterior and interior doors, all glass in windows or doors, his patio area, his fences, his own cooking range, oven, refrigerator, sink, garbage disposal and all other individual kitchen appliances, his individual lighting equipment, and fixtures, all interior bathroom fixtures, appliances and plumbing and all elements and content of their unit, which are individually and privately owned and do not constitute any part of the Common Elements.

In connection with the responsibility of each Ownership Unit Owner to maintain the exterior doors and glass, in the event such owner fails to discharge such maintenance responsibility, the Board of Administration, after written notice to such Ownership Unit Owner, may perform any such maintenance deemed necessary and assess the cost of same against the Ownership Unit Owner in the manner herein provided for assessments. Each Ownership Unit Owner shall first obtain the permission of the Board of Administration in the event he desires to make a change to the surface of any exterior door. All portions of the Common Elements shall be maintained, repaired or replaced by the Board of Administration or its representative as a common expense of all Ownership Unit Owners. All workmen and other persons authorized by the Board of Administration or the Council of Co-owners or their representative shall be entitled to reasonable access at reasonable times to the individual Units as may be required from time to time in connection with the maintenance, repair or replacement of or to the Common Elements or any equipment, facilities, or fixtures affecting or serving other Units or the Common Elements. In the event and to the extent that equipment, facilities and fixtures within one Unit shall be connected to similar equipment, facilities and fixtures serving another Unit or the Common Elements, then reciprocal easements for the maintenance of same shall exist.

26. Decorating. Each Ownership Unit Owner shall furnish and be responsible

for, at their own cost and expense, all of the decorating within their own Unit, including painting and wallpapering, washing, cleaning, paneling, floor covering, draperies, wall covering, window shades, curtains, and all other furnishings and interior decorations. Each Ownership Unit Owner shall also keep clean at their own expense the interior and exterior surfaces of all plate glass or window panes.

27. Use and Access by Council. The Council and its workmen, agents, servants or employees shall have free and unobstructed use of and access to all of the Project Property as may be required for the completion of repairs and maintenance of Common Elements.

28. Taxes. Taxes, assessments and other charges of the City, County, State or any other political entities or any special district thereof on the Project Property (including Common Elements and individual Units) shall be collected and paid by the Board of Administration as assessed to the Ownership Unit Owners on an individual basis by the above political entities or districts. Amounts collected shall be maintained in a tax escrow account. Said amounts will be an individual expense of the Unit concerned and collected monthly as other assessments, except where the Ownership Unit Owner furnishes written proof that the mortgage holder maintains a tax escrow on the Unit.

29. Legal Description of Units. The legal description of any Unit may consist of the identifying number of the Unit (including the building in which it is located) and the Project Property. All such descriptions or references to any Unit shall be deemed to also include the undivided percentage of ownership interest in the Common Elements belonging to such Unit, whether expressly mentioned or not.

30. Inspection Waiver. Each purchaser of a Unit has full opportunity and shall be under a duty to inspect and examine the Unit to be purchased by them prior to his consummation of the purchase thereof, and agrees that the Unit is purchased as actually and physically existing. It is expressly agreed that each and every purchaser of a Unit agrees for themselves, their heirs, executors, administrators, and assigns, that the square footage, size and dimensions of each Unit, and each area constituting any part of the Common Elements as set out and shown in this Declaration or the plat attached hereto are based upon approximate relative percentages and square footages which have been arbitrarily assigned

and agreed upon solely for this purpose and do not necessarily reflect or represent the precise percentage of square footages of any specific portion of the Project Property, and that the Council does not warrant, guarantee or represent any Unit or any area constituting any part of the Common Elements contains precisely the area, square footage or dimensions shown by the plat thereof; and each purchaser of a Unit, for themselves, their heirs, executors, administrators, and assigns, expressly waives any claim or demand of any kind or nature which they could possibly have against the Council or any person whomsoever on account of any difference or discrepancy between the size, square footage, or dimensions actually and physically existing and the size, square footage and dimensions shown on the plat attached 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 any Unit or of any Unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movements of the building, and regardless of variances between boundaries as shown on the plat and the actual boundaries of the building.

31. Restrictions. The following restrictions, covenants and conditions are placed upon each Unit in this condominium regime as a general plan or scheme of restrictions for the benefit of each Unit, to-wit:

(a) Each Unit shall be used and occupied by the Ownership Unit Owner or his lessee for residential or office purposes only and for no other purpose or purposes.

(b) No Unit shall be altered, subdivided or converted so as to result in more than one dwelling unit.

(c) No trash, garbage, or debris shall be placed on any part of the Common Elements, except in the receptacles or areas designated for disposal of same.

(d) No signs or posters of any kind shall be placed on any part of the Common Elements or on any individual Unit except as authorized by the Board or Council, its successors and assigns.

(e) No unlawful, immoral, noxious or offensive activities shall be carried on or permitted in any Unit or elsewhere on the Project Property nor shall anything be done therein or thereon which shall constitute a nuisance or cause

unreasonable noise or disturbance to others.

(f) No animals of any kind, other than small household pets, shall be housed or kept in or about the Project Property, including individual Units. Any house pets which are allowed outside must be kept on a leash or in fenced enclosure at all times.

(g) No exterior television or radio antennae shall be installed.

(h) No outside clothes or drying lines shall be installed or permitted to be installed in the Common Elements.

(i) No fences shall be erected unless approved by the Board of Administration. No Ownership Unit Owner shall ever be allowed to enclose, even with an approved fence, any area other than the patio area of their Unit. No other obstructions of any type shall be allowed in the Common elements unless erected by the Board of Administration.

(j) The use or discharge of firearms, firecrackers, or fireworks is expressly prohibited within the Project Property.

32. Amendments. Except as hereinafter provided in this paragraph, the provisions of this Declaration shall not be changed, or amended, without the written consent of sixty-seven per cent (67%) of the Ownership Unit Owners and each such amendment shall be filed for record in the same manner as this Declaration. No amendment shall affect or impair the rights of any mortgagee unless such mortgagee in writing consents to the same. Provided however, the Council hereby reserves and shall at all times have the right to amend this Declaration without the consent or approval of any other person, other than the mortgagee of any property owned by it, for the purpose of correcting any typographical or other error in this Declaration or to make this Declaration comply with the mandatory provision of the Act, if it be deficient in any such respect.

33. Remedies. In the event any default is made by any Ownership Unit Owner under the Act, this Declaration or By-Laws appended hereto, or rules or regulations of the Board or of the Council, the Board or the Council, or their representative, shall have all of the rights and remedies which may be provided by the Act, this Declaration or the By-Laws or which may be available at law or in equity, and may prosecute any action or other proceeding against any defaulting Ownership Unit Owner and/or Owners for enforcement of any lien or to enforce compliance with the matter in respect to which default has been made, by injunc-

tive relief or otherwise, or for the collection of any sums or debts or damages in default or arising from any default. All expenses incurred in connection with any such action or proceeding shall be collectible from each defaulting Ownership Unit Owner as in the case of other common expenses. The Board of Administration or its authorized representative shall be further empowered and authorized to correct and cure any matter in default and to do whatever may be necessary for such purpose.

34. Proof of Ownership. All owners shall furnish to the Secretary of the Association a photocopy or certified copy of the recorded instrument vesting ownership. Upon transfer of ownership, the transferee shall furnish the Secretary of the Association a photocopy or certified copy of the instrument effecting transfer of ownership. No person shall be entitled to vote as a member of the Council of Co-Owners and Shareholder of Balcones Towers Condominium, Inc. nor shall such person be entitled to the rights and privileges of ownership unless this requirement is first met.

35. Rights and Obligations. The rights and obligations of the respective Ownership Unit Owners under this Declaration and the By-Laws, as may be amended, shall be deemed to be covenants running with the land, so long as the Project Property remains subject to the provisions of the Act, and shall inure to the benefit of and be binding on each and all of the respective Ownership Unit Owners and their respective heirs, executors, administrators, successors, legal representatives, assigns, purchasers, lessees, grantees, mortgagees, and all others having or claiming an interest in any Unit, subject to the provisions of the Act, this Declaration and the By-Laws. Upon acceptance or recordation of any deed to a Ownership Unit, the Ownership Unit Owner thereof shall be deemed to have accepted and agreed to and shall be bound and subject to each and all of the provisions of the Act, this Declaration and the By-Laws.

36. Notices. Notices provided for in the Act, this Declaration or the By-Laws shall be in writing and shall be addressed to the Board or the Council at the address of the Board or its representative which may be established from time to time, and of which the Ownership Unit Owners shall be notified. Notice to the Ownership Unit Owners may be sent to the mailing address of their respective Units, or to such other address which any Ownership Unit Owner may in writing designate by notice thereof to the Board or its representative.

37. Severability, Interpretation. If any provision of this Declaration or the By-Laws or any section, sentence, paragraph, clause, phrase or word, or the application thereof in any circumstance shall be invalid or unenforceable, the validity or enforceability of the remainder of this Declaration or By-Laws and the application of any such provision, section, sentence, paragraph, clause, phrase, or word in any other circumstance shall not be affected thereby. If anything in this Declaration or the By-Laws shall be susceptible to two or more interpretations, then the interpretation which shall most nearly be in accord with the intent of the Act, and the general purposes and intent of this Declaration and the By-Laws shall govern.

38. Maintenance of Landscaping Areas in Common Elements. The cost and expense for the upkeep and maintenance of the landscaping in the Common Elements including the cost and expense of maintaining, cutting and caring for grass, plants, and shrubbery and also the cost of lighting of the recreation areas and all other expenses incidental to the upkeep, maintenance and/or operation of such areas shall be a common expense of the Ownership Unit Owners, and shall be included in the assessments for the usual and ordinary cost and expense for the maintenance, repair, upkeep and operation of the Common Elements of this condominium regime, and each Ownership Unit Owner shall pay their prorata share thereof as in the case of the other common expenses.

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

40. Perpetuities. If any provision of this Declaration or the By-Laws would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then notwithstanding anything herein to the contrary, such provision shall be deemed to remain in effect only until the death of the last survivor of the now living children of the late Robert F. Kennedy, former United States Senator from New York, plus twenty-one (21) years thereafter.

84.4

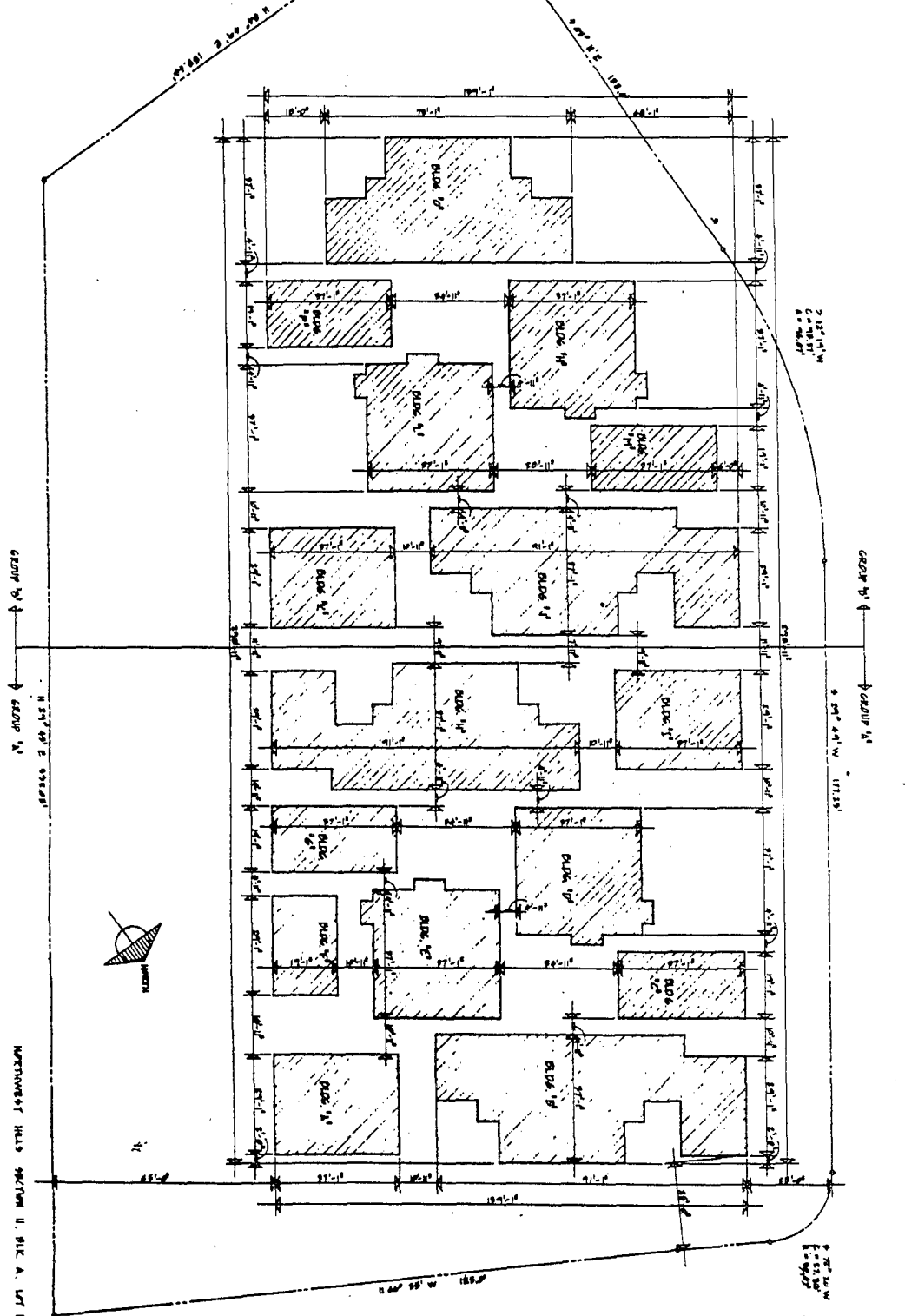
REAL PROPERTY RECORDS
TRANS COUNTY, TEXAS

-16-

10705 1841

Lot One (1), Block "A", Northwest Hills, Section Eleven, Phase One (1), a subdivision in the City of Austin, Travis County, Texas, recorded in Plat Book 40, Page 37 of the Travis County Plat Records.

1-62-8355



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TRAVIS COUNTY, TEXAS

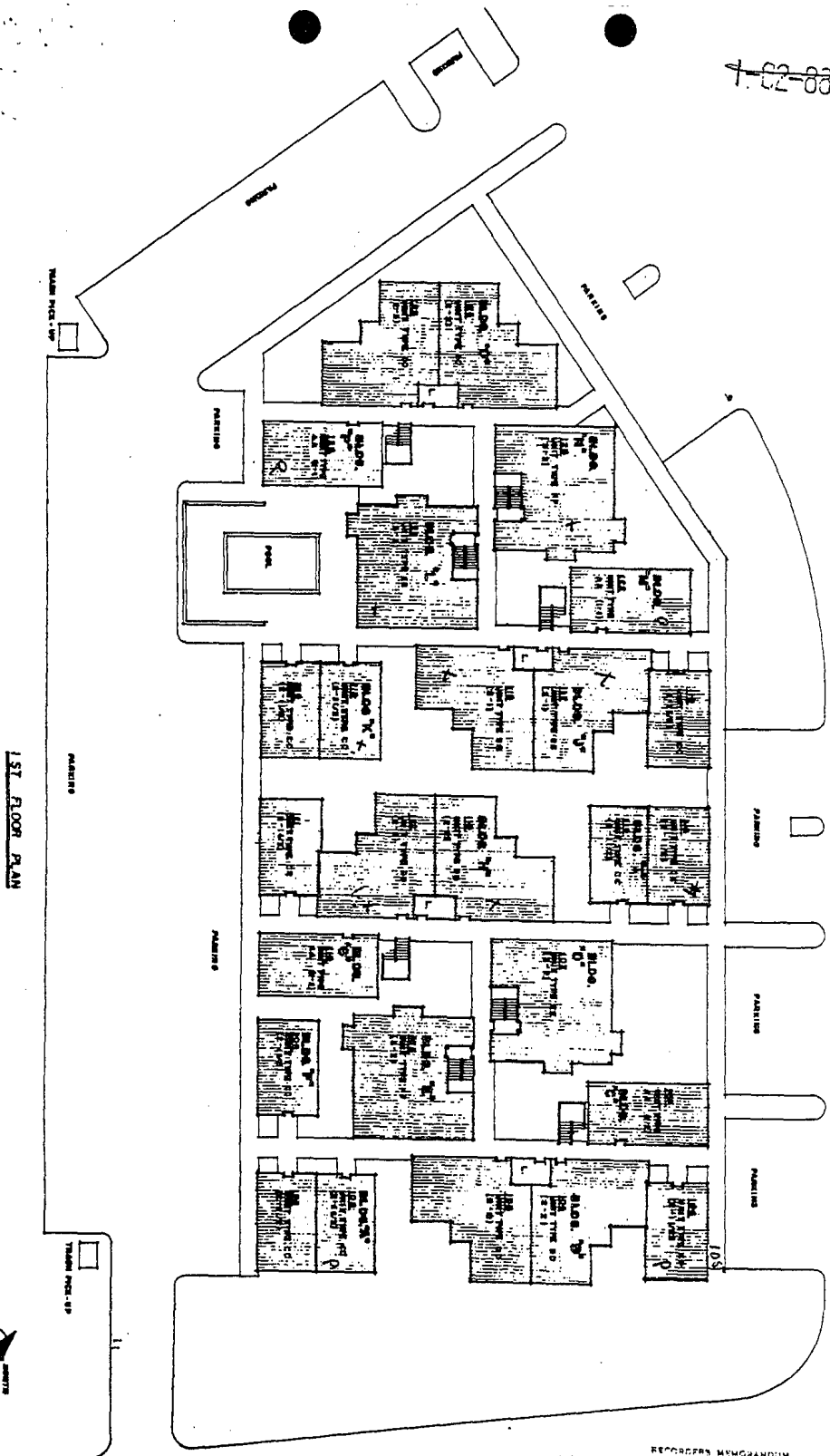
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APPENDIX "A"

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1ST FLOOR PLAN

EAST HILL DRIVE

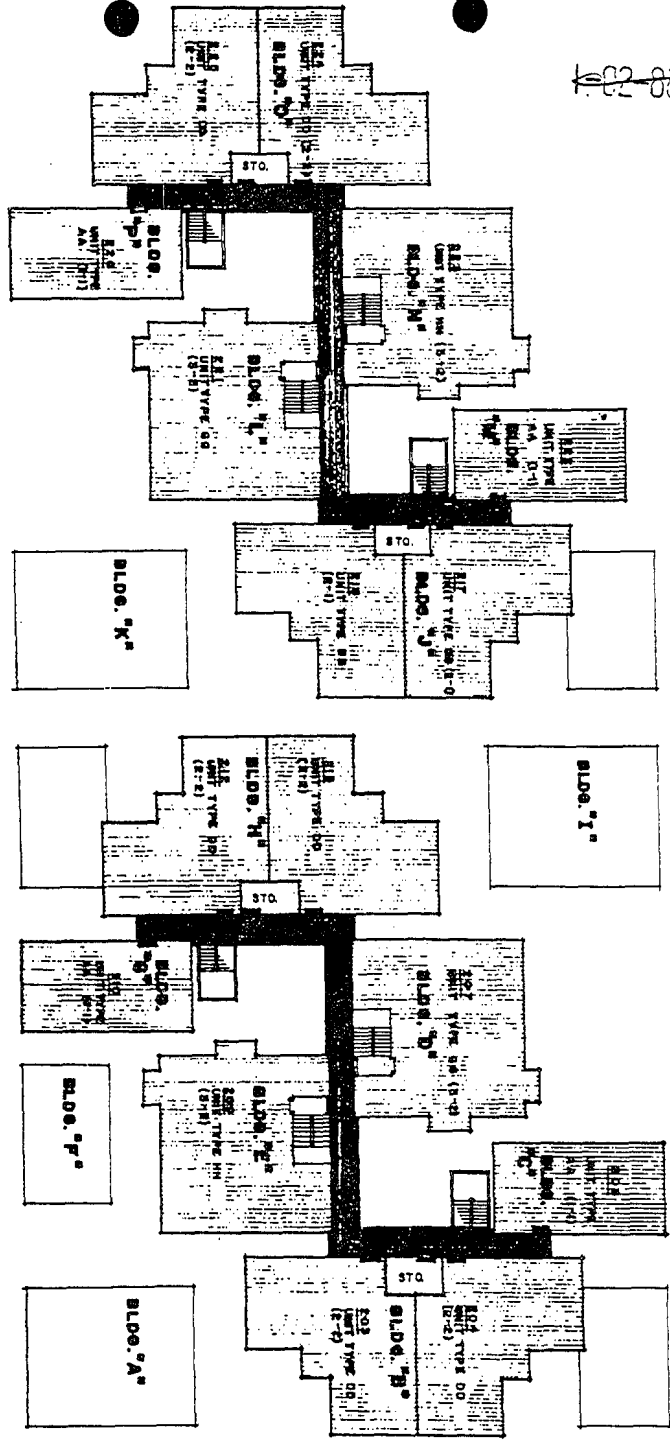
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BALCONES TOWERS APARTMENTS
2ND FLOOR PLAN



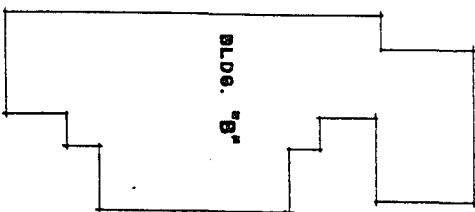
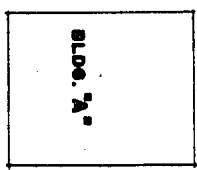
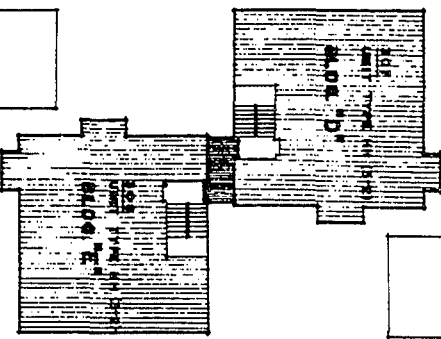
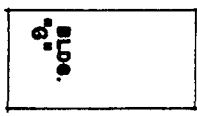
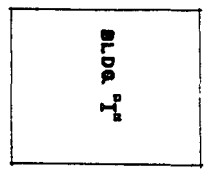
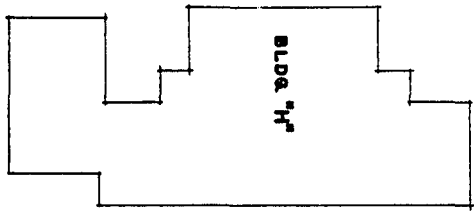
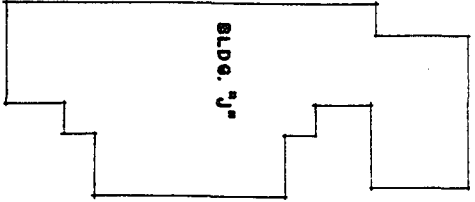
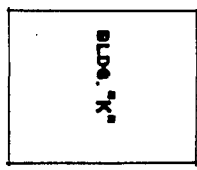
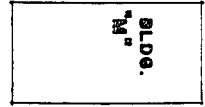
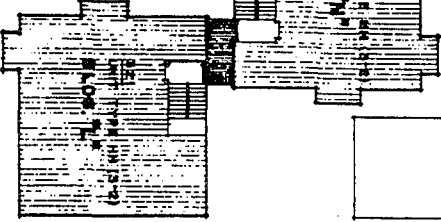
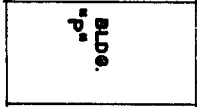
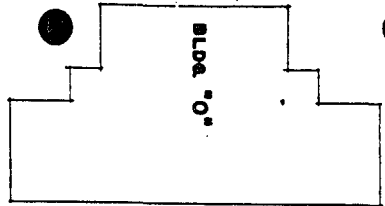
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TRAVIS COUNTY, TEXAS
10705 1844

APPENDIX "B" - Page 2

4-02-8358



3 RD FLOOR PLAN
BALCONES TOWERS APARTMENTS



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10705 1845

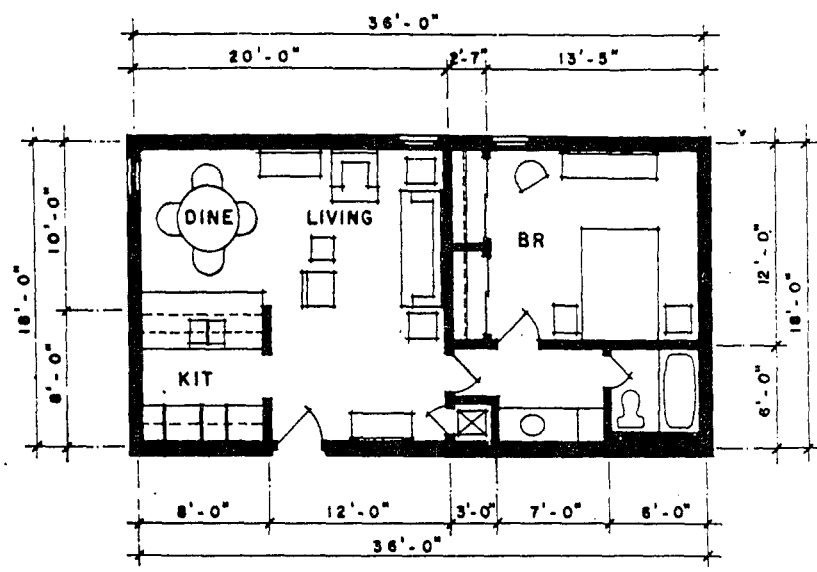
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APPENDIX "B" - Page 3

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TYPICAL UNIT TYPE AA



BLDG.	UNIT NOS.
C	108 & 206
G	110 & 210
M	122 & 222
P	126 & 226

1 BEDROOM 1 BATH
626 SF

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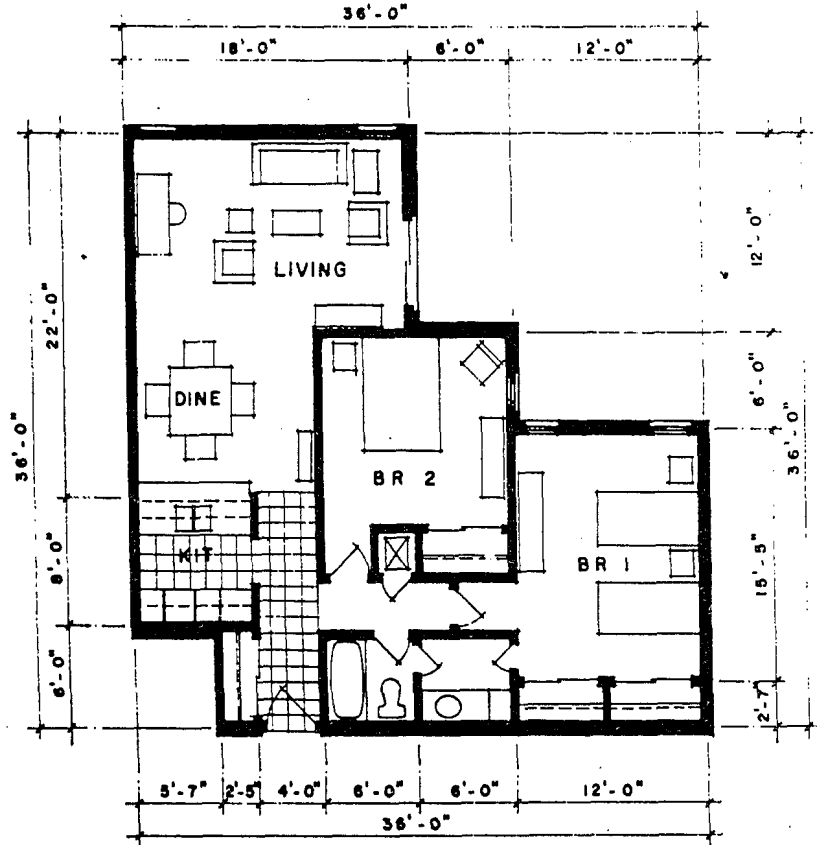
APPENDIX "B" - Page 4

REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

10705 1846

~~22-8350~~

TYPICAL UNIT TYPE BB



BLDG. UNIT NOS.
 J 117, 118, 217 & 218

2 BEDROOM 1 BATH
 912 SF

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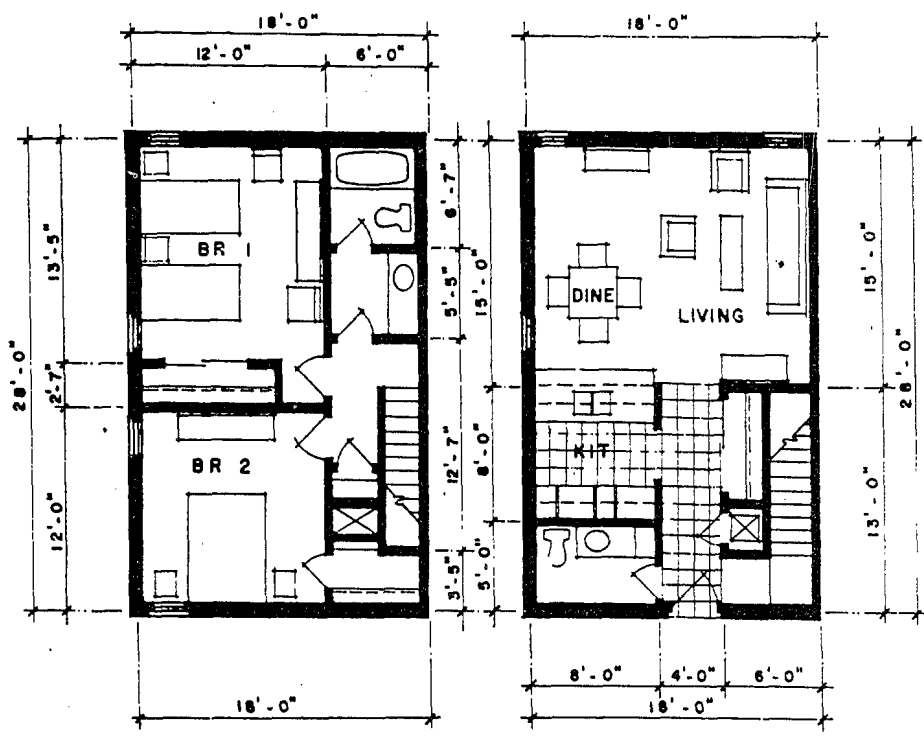
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REAL PROPERTY RECORDS
 TRAVIS COUNTY TEXAS
 10705 1847

APPENDIX "B" - Page 5

~~02-0301~~

TYPICAL UNIT TYPE CC



BLDG.	UNIT NOS.
A	101 & 102
B	105
F	109
H	111
I	114 & 115
J	116
K	119 & 120

2 BEDROOM 1 1/2 BATH
964 SF

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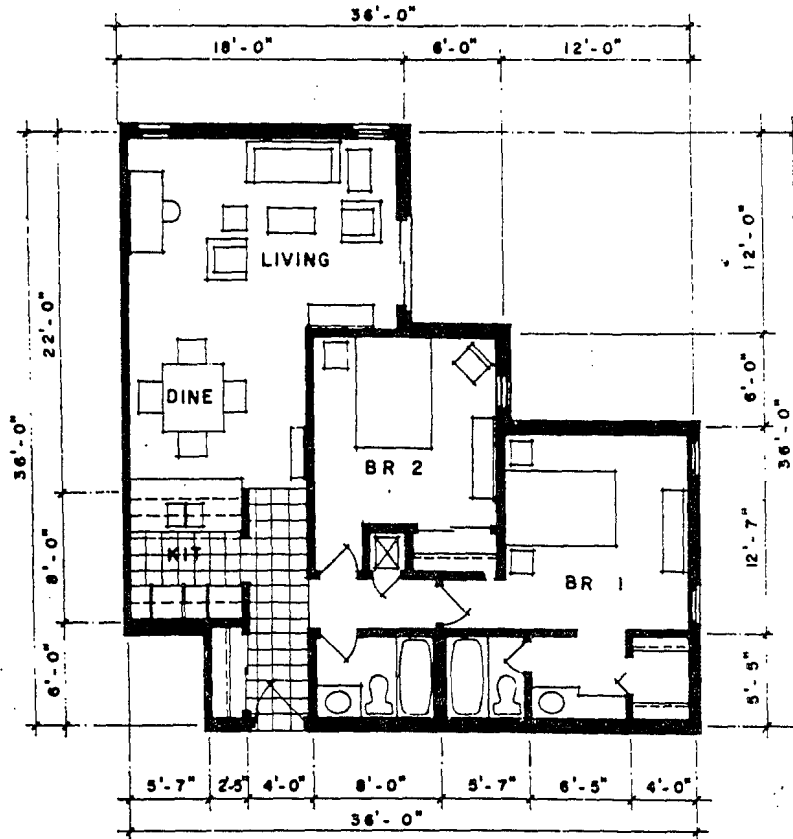
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REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS
 10705 1848

APPENDIX "B" - Page 6

TYPICAL UNIT TYPE DD

~~1-02-2012~~



BLDG.	UNIT NOS.
B	103, 104, 203 & 204
H	112, 113, 212 & 213
O	124, 125, 224 & 225

2 BEDROOM 2 BATH
912 SF

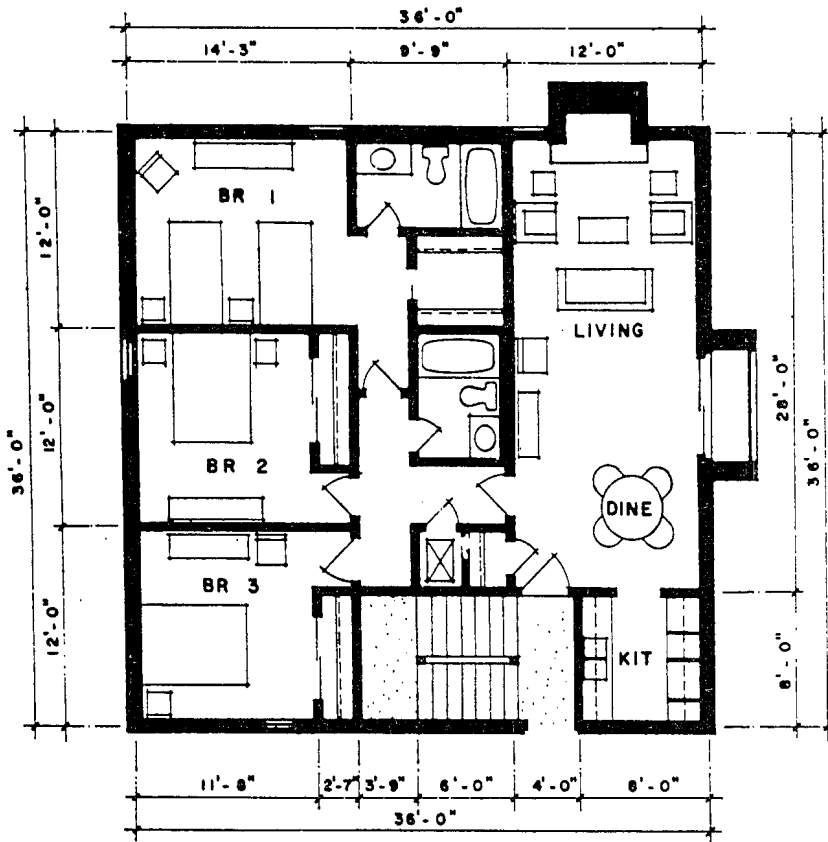
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TRAVIS COUNTY, TEXAS
10705 1849

~~4-02-3333~~

TYPICAL UNIT TYPE EE



BLDG. UNIT NOS.

D	107
L	121

3 BEDROOM 2 BATH
1242 SF

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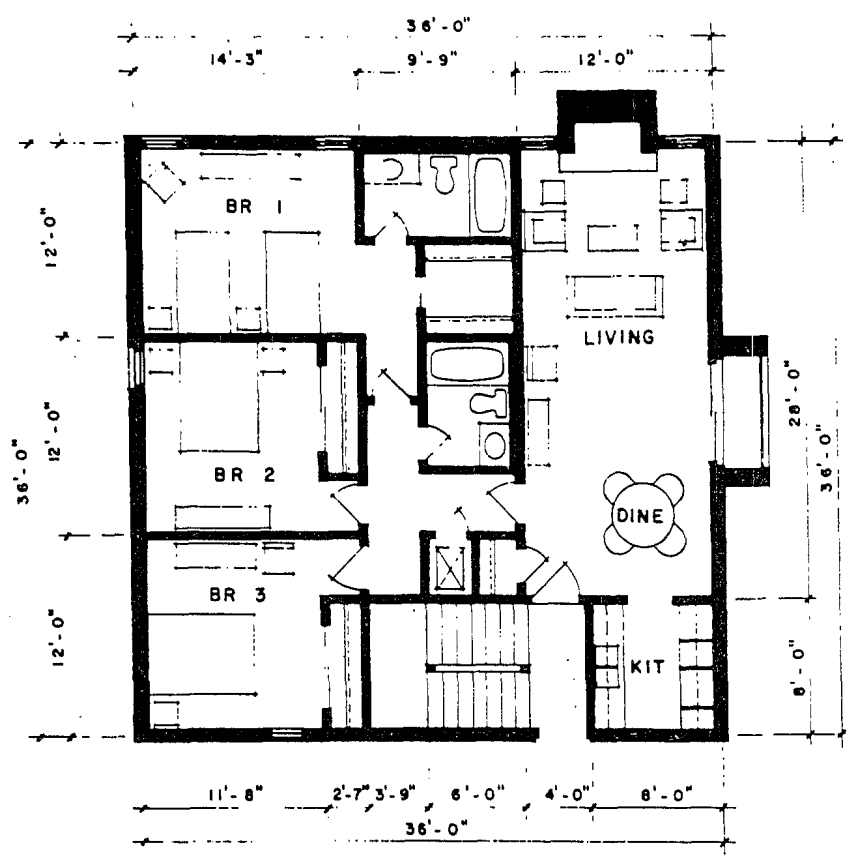
REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

10705 1850

APPENDIX "B" - Page 8

~~102-8337~~

TYPICAL UNIT TYPE FF



BLDG. UNIT NOS.
 E 108
 N 123

3 BEDROOM 2 BATH
1247 SF

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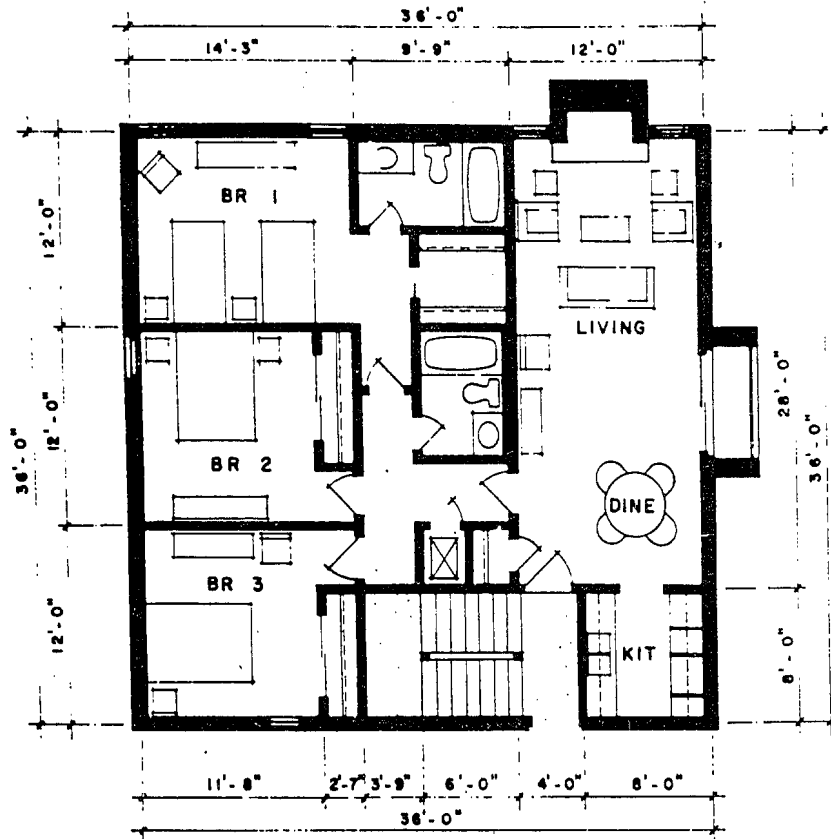
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REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS
 10705 1851

APPENDIX "B" - Page 9

4-02-0355

TYPICAL UNIT TYPE GG



BLDG. UNIT NOS.

D	207
L	221

3 BEDROOM 2 BATH
1253 SF

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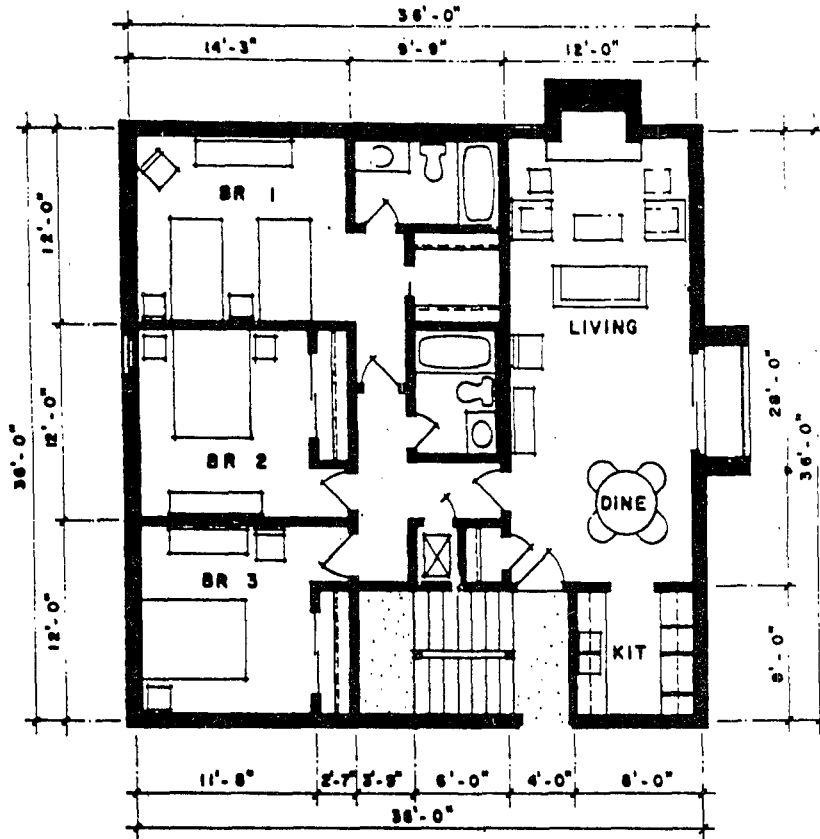
APPENDIX "B" - Page 10

REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

10705 1852

1-02-8806

TYPICAL UNIT TYPE HH



BLDG. UNIT NOS.

D	307
E	208 & 308
L	321
N	223 & 323

3 BEDROOM 2 BATH
1265 SF

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REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS
 10705 1853

EXHIBIT "A"
BY-LAWS OF BALCONES TOWERS CONDOMINIUM

ARTICLE I - Name

This condominium project and regime shall be known and designated as "Balcones Towers Condominium, Inc." and shall be governed by the Restatement of Declaration of Balcones Towers Condominium, Inc. ("Declarations") to which these By-Laws are attached.

ARTICLE II - Definitions

The definitions set out in the Declaration are adopted for the purpose of these By-Laws.

ARTICLE III - Administrative Body

1. Council of Co-Owners. Each Ownership Unit Owner of an Ownership Unit in this condominium project and regime shall automatically be a member of Balcones Towers Condominium, Inc. which membership is collectively designated the "Council of Co-Owners" (hereinafter called "Council") and shall remain a member thereof until such time as their ownership ceases for any reason. Upon any transfer of ownership of any Ownership Unit, howsoever accomplished, the new Ownership Unit Owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to such membership in the Council. The Council shall be the governing and administrative body for all Ownership Unit Owners for the protection, preservation, upkeep, maintenance, repair and replacement of the Common Elements and the government, operation and administration of this Condominium regime. In case of corporate or partnership ownership, one person shall be designated by the corporation or partnership to be a member of the Council and speak for the corporation or partnership.

2. Organizational and Annual Meetings. Annual meetings of the Council shall be held on such dates and at such times and places as the Board of Administration or its representatives shall annually determine. Notice of annual meetings shall be in writing and shall state the date, time and place of the meeting. At any annual meeting, the Council may transact any business which may be properly brought before the meeting.

3. Special Meetings. Special meetings of the Council may be called by the President or a majority of the members of the Board of Administration or by twenty-five per cent (25%) of the Ownership Unit Owners. Notices of special meetings shall be in writing, and may be mailed or personally delivered, and

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TRAVIS COUNTY, TEXAS

-1-

10705 1854

shall state the date, time, place and general purpose of the meeting. No business shall be transacted at any special meeting which is not generally stated in said notice unless at least fifty-one per cent (51%) of the Ownership Unit Owners either in person or by proxy, consent to the transaction of such business.

4. Votes. The aggregate number of votes for all Ownership Unit Owners at all meetings of the Council shall be forty-five (45) which vote shall be divided among the Ownership Unit Owners on the basis of one vote for each Unit owned. Votes at any meeting may be cast in person or by proxy.

5. Quorum. A quorum of Ownership Unit Owners for any meeting of the Council shall be fiftyone per cent (51%) or more of the total Ownership Unit Owners. If any meeting of the Council cannot be organized because a quorum is lacking, then by majority vote of the Ownership Unit Owners present, either in person or by proxy, the meeting may be adjourned to a time and day not less than ten (10) days nor more than thirty (30) days from the date on which such meeting was to have been originally held, and at any such adjourned meeting a quorum shall be constituted by Ownership Unit Owners present, in person or by proxy, holding more than forty per cent (40%) of the total votes of all Ownership Unit Owners. Notice of such adjourned meeting shall be given in the same manner as for the originally scheduled meeting.

6. Order of Business. The order of business at all meetings of the Council shall be determined by the presiding officer at each meeting, unless the Council by majority vote at such meeting determines otherwise, in which case the Council shall fix the order of business.

ARTICLE IV - Board of Administration

1. Composition and Election. At the annual meeting of the Council, it shall elect members of the Board of Administration (hereinafter called "Board") which shall be composed of not less than five (5) members. If the Ownership Unit Owner of any Unit is a corporation, partnership, trust or other legal entity, a board member may be an officer, director, partner, shareholder, agent or other representative of such Ownership Unit Owner. At each subsequent annual meeting of the Council, it may elect new members to the Board in place of those whose terms have expired. For the election of Board members, each Ownership Unit Owner shall cast their vote for the number of Board members to be elected, and the candidates receiving the most votes shall be deemed elected.

2. Duties and Authority. The Board shall manage and administer the affairs of the Council and shall have all such duties, rights, powers and authority given to it by the Act, the Declaration or these By-Laws, and as may be from time to time delegated by the Council, in addition to the following:

(a) To elect officers of the Council as hereinafter provided.

(b) To administer the affairs of the Council and the Common Elements and common interest of the Project Property and the Ownership Unit Owners.

(c) To keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Project Property and buildings and its administration, and specifying the maintenance and repair expenses of the Common Elements. Both the books and vouchers accrediting the entries thereon shall be available for examination by all the Ownership Unit Owners at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and shall be audited at least once a year by an auditor outside of the organization, as provided by the Act.

(d) To engage the services of a manager or managing agent who shall manage and operate the Common Elements for all Ownership Unit Owners, upon such terms and conditions and for such compensation, and with such duties and authority, as the Board may specify.

(e) To formulate and enforce policies, rules and regulations from time to time to govern the use, management and operation of the Common Elements, without depriving any Ownership Unit Owner of the rights and privileges given to him by the Act or Declaration.

(f) To plan and adopt from time to time an annual budget for the estimated annual common expenses for the maintenance, repair, upkeep, protection, insurance, replacement, management and administration of the Common Elements as well as for the common insurance and other common services or benefits, and to provide the manner of assessing and collecting from the Ownership Unit Owners each month their pro-rata share of such estimated expenses.

(g) To make and enter into arrangements, contracts or agreements with the Board of Administration of other condominium regimes for common services, benefits or purposes.

(h) To provide for the designation, hiring and removal of employees and

other personnel, including bookkeepers and accountants, and to engage or contract for the services of others, and in general to make purchases of labor, materials and/or services for the repair, upkeep, maintenance, replacements, protection, insurance, management or administration of the Common Elements and other common interest, and in general to perform such other acts which are not required to be done exclusively by the Council for the orderly and efficient management and administration of this condominium regime.

3. Term of Office - No Compensation. The term of each Board member shall be two years. Two (2) members shall be elected to new terms in even numbered years and three (3) members shall be elected to new terms in odd numbered years. The Board members shall hold office for their respective terms and until their successors have been duly elected. The Board members shall serve without any pay or compensation for their services.

4. Vacancies. Vacancies in the Board caused by any reason other than removal of a Board member by vote of the Council shall be filled for the unexpired term by vote of the majority of the remaining Board members even though the remaining Board members may be less than a quorum.

5. Resignation. Any member of the Board may resign at any time by giving written notice of resignation to the President or any other officer of the Council.

6. Automatic Resignation and Removal. A member of the Board must be an Ownership Unit Owner or have an interest therein at the time of his election. At such time as their ownership ceases for any reason, whether voluntarily or involuntarily, they shall be deemed to have automatically resigned from the Board and shall be removed therefrom unless they then own another Unit or interest therein in this condominium project.

7. Removal by Council. At any special meeting called for that purpose, the Council by majority vote at such meeting may remove any member or members from the Board for reasonable cause. A successor or successors shall then and there be elected by the Council to fill the unexpired terms of those removed.

8. Regular Meetings. Regular meetings of the Board may be held at such time and place as a majority of the Board members may determine from time to time, but at least one (1) meeting shall be held during each fiscal year. Notices of regular meetings may be given by mail, in person, by telephone, or telegram, at least three (3) days prior to the meeting date.

9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice as in the case of a regular meeting, stating the time, place, date and general purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on written request of at least three (3) Board members.

10. Waiver of Notice. Before or at any meeting of the Board any member may orally or in writing waive the required notice for such meeting, and such waiver shall be deemed equivalent to the giving and receipt of such notice. Attendance by a member at any meeting shall be deemed as a waiver of the required notice, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. If all members of the Board are present, no notice thereof shall be required and any business may be transacted thereat.

11. Quorum. At all meetings of the Board the presence of at least three (3) of the Board members shall constitute a quorum for the transaction of business, and the acts and decisions of a majority of the members present at a meeting at which a quorum is present shall be decisive of all questions.

ARTICLE V - Officers

1. Designation. The principal officers of the Council shall be a president, a vice-president, a secretary and a treasurer. No person may serve in more than one office at the same time. The Board may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be desirable.

2. Election of Officers. The officers of the Council shall be elected and appointed annually by the Board, at the organizational meeting of each new Board, and they shall hold office at the pleasure of the Board.

3. Removal of Officers. Any officer may be removed at any time, with cause, by majority vote of the Board or of the Council at any regular meeting or special meeting called for that purpose.

4. President. The President must be a duly elected member of the Board. The President shall be the chief executive officer of the Council and shall preside over meetings of the Board and of the Council. The President shall have all the general powers and duties which are usually vested in the office of president of an organization.

5. Vice-President. The Vice-President shall take the place of the President and perform the President's duties whenever the President is absent or unable to act.

6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Council and shall, in general, perform all the duties incident to the office of Secretary.

7. Treasurer. The Treasurer shall have responsibility for the Council funds and securities and shall be responsible for keeping the financial records and books of account.

8. Vacancies. Vacancies in any office may be filled by the Board at any meeting.

9. No Compensation. The officers shall serve without any pay or compensation for their services.

ARTICLE VI - Assessments

1. Budget. The Board shall prepare or cause to be prepared an estimated annual budget for each fiscal year of the Council. Such budget shall take into account the estimated common expenses and assessments and cash requirements for the year, including, but not being limited to, salaries, wages, ad valorem taxes on the entire project, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, including insurance on common elements, management fees and other common expenses. The annual budget shall also take into account and provide for a reserve for contingencies for the year and a capital reserve for replacements of the Common Elements, in reasonable amounts as fixed by the Board. Any surplus or deficit in regard to previous budgets shall also be considered.

Copies of the annual budget shall be furnished to each Ownership Unit Owner not later than fifteen (15) days prior to the annual meeting. The annual budget as estimated by the Board shall serve as the basis for the regular monthly assessments against the Ownership Unit Owners, unless such budget is changed, altered, or modified by the Council at any regular meeting or special meeting called for the purpose, in which case such budget as so changed, altered or modified by the Council shall be the basis for the regular monthly assessments.

2. Obligation of Unit Owners. On or before the first day of the first month and of each succeeding month of the fiscal year covered by the annual

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budget, each Ownership Unit Owner shall pay to the Board or such person as the Board may designate, as their respective regular monthly charge and assessment for the common expenses, one-twelfth (1/12th) of their proportionate share of the estimated annual common expenses as shown by such annual budget. Such proportionate share for each Ownership Unit Owner shall be their Percentage Undivided Ownership as set out in paragraph 7 of the Declaration. The Board or other person authorized to collect the monthly assessments shall receive, hold and disburse the same as Trustee, for the use and benefit of each Ownership Unit Owner, and shall use, expend and disburse the same for the purposes authorized in these By-Laws, the Declaration and the Act. All assessments so collected shall be deposited in and constitute the "Operating Fund", "Capital Reserve Fund" and "Tax Escrow Fund" of this condominium regime. The monthly assessments shall be due and payable monthly whether or not a statement for the same is sent or received, and failure to send or receive a statement shall not excuse the payment of any monthly assessment as it becomes due and payable each month.

All assessments not received by the 10th of the month will be considered delinquent and a late charge will be collected by the Board who will set an amount not to exceed \$10.00 for each delinquent monthly payment. Checks returned for insufficient funds will be considered delinquent and subject to the same late charge. Returned check charges will be added as additional late charges.

In the event the Board shall not approve an estimated budget for any year, then the Council may approve and adopt such budget at any regular meeting or special meeting called for such purpose; in any event until such time as the Board or Council adopts a new budget for a new fiscal year and notifies each Ownership Unit Owner of such, each Ownership Unit Owner shall continue to pay each month the amount of his monthly assessment as last determined.

3. Supplemental Budget. In the event it shall appear to the Board that the estimated budget for any fiscal year shall be inadequate to cover the estimated common expenses in respect to the Common Elements or other expenses lawfully agreed upon in accordance with the provisions of the Act, the Declaration or these By-Laws, then the Board shall prepare or cause to be prepared a supplemental estimated budget to cover the estimated deficiency for the remainder of the fiscal year and each Ownership Unit Owner shall be assessed and pay his own pro-rata

part and share of the same in the ratio as his Percentage Undivided Ownership in the Common Elements.

4. Capital Expenditures. The Board shall not approve any capital expenditures for new improvements on any part of the Common Elements in excess of One Thousand Dollars (\$1,000.00) without the approval of the Council, excluding required repairs, maintenance, or replacements of existing improvements which have become damaged or destroyed or no longer serviceable.

ARTICLE VII - Mortgages

An Ownership Unit Owner who places a mortgage or other lien on his condominium unit shall notify the Board or its representative, if any, of the name and address of his mortgagee, and the Board shall maintain a record of such information. At the request of any mortgagee, the Board or its representative, shall report any unpaid assessments due from the Ownership Unit Owner of such Unit so mortgaged.

ARTICLE VIII - Amendments

These By-Laws may be amended or modified from time to time by majority vote of the Council at any regular meeting or special meeting called for that purpose. All amendments shall be filed for record in the Condominium Records of Travis County, Texas.

ARTICLE IX - Severability

If any article, paragraph, sentence, clause or phrase of these By-Laws or the application thereof in any circumstance shall be held invalid or unenforceable, the validity or enforceability of the remainder of these By-Laws or of the application of any such article, paragraph, sentence, clause or phrase in any other circumstance shall not be affected thereby.

by.laws/84.4

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10705 1861

After Filings Return To

DONOR: DONNIE CORNACK

BALCONES TOWNS HOMEOWNERS ASSOCIATION
3431 NORTON HILLS DR. NO. 100
AUSTIN, TEXAS 78731

FILED

1988 JUN -7. PM 3:06

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date 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, on

JUN 7 1988



Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was
found to be inadequate for the best photographic
reproduction because of illegibility, carbon or
photo copy, discolored paper, etc. All blockouts,
additions, and changes were present at the time
the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10705 1862