

78,3156

CONDOMINIUM DECLARATION

FOR

L 84-1550

SHADOW OAKS TOWNHOMES
(A Condominium)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, SHADOW HILL CORPORATION, a Texas corporation, and Messrs. Vernon R. Young, Jr., of Houston, Harris County, Texas and Barry S. Gillingwater, of Austin, Travis County, Texas, as co-owners, and hereinafter referred to as "Declarant", of a certain tract of land and the improvements thereon situated in Travis County, Texas, which property is more particularly described on the attached Exhibit "A", which, by this reference, is made a part hereof; and

WHEREAS, Declarant desires to establish a condominium project under the Condominium Act of the State of Texas; and

WHEREAS, Declarant has constructed buildings and other improvements on the real property described in attached Exhibit "A", said buildings being divided into separate, designated condominium units; and

WHEREAS, Declarant does hereby establish a plan for the separate and individual ownership of the area or space contained in each of said condominium units existing in said buildings, and the co-ownership by said unit owners of (a) the real property described in attached Exhibit "A", and (b) the portion of the improvements not contained within said units, said co-owned property being hereinafter referred to and defined as general and limited common elements;

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant and any person or entity acquiring or owning an interest in said real property and improvements, their heirs, personal representatives, devisees, successors and assigns.

1. DEFINITIONS. Unless the context shall expressly provide otherwise:

(a) "Unit" means an individual air space unit which is contained within the perimeter walls, floors, ceilings, windows and doors of such unit (and the air conditioning units, patios and storage areas appurtenant to each unit where applicable) in one of the buildings as shown on the Condominium Map filed herewith, together with all fixtures and improvements therein contained but not including any of the structural components of the building in such unit.

(b) "Condominium unit" means the fee simple interest and title in and to a unit together with the undivided interest in the general and limited common elements appurtenant thereto.

(c) "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, including Declarant, who owns one or more condominium units.

QC'SL * 146 221-01 211

(d) "General common elements: means and includes the land described in Exhibit " A "; utility lines, including sewage, water, gas, electricity, and all components thereof; laundry room; maintenance room, storage rooms; hot water boiler; roads; yards; shrubs; trees; sidewalks; pavement; and all other areas of such land and the improvements thereon necessary or convenient to its existence, maintenance and safety which are normally and reasonably in common use, including the air above such land, all of which shall be owned by the owners of the separate units, each owner of a unit having an undivided percentage interest in such general common elements as set forth in the attached Exhibit "A-1", which, by this reference, is made a part hereof.

84-1551

(e) "Limited common elements" means those parts of the general common elements which are either limited to and reserved for the exclusive use of an owner of a condominium unit or are limited to and reserved for the common use of more than one but fewer than all of the condominium unit owners. The only limited common elements shall be the structural components of each building (including, without limitation, the roof, walls and foundation) which shall be limited to use by the owners of units in each particular building and the parking area, or areas, assigned to the owner of a particular unit.

(f) "Condominium project or regime" means a real estate condominium project; a plan or project whereby one (1) or more units in existence are offered or proposed to be offered for sale.

(g) "Common expenses" means and includes expenses for the maintenance, repair, operation, management and administration of this condominium regime; expenses declared common expenses by the provisions of this Declaration and the By-Laws of Shadow Oaks Townhomes Condominium Association; and all sums lawfully assessed against the general common elements by the Board of Managers of the Association.

(h) "Association of unit owners" or "Association" means the Shadow Oaks Townhomes Condominium Association, an unincorporated association, its successors and assigns, the By-Laws of which shall govern the administration of this condominium regime, the members of which shall be all of the owners of the condominium units.

(i) "Buildings" means one or more of the building improvements containing units as shown on the Map.

(j) "Map" means and includes the engineering survey of the land locating thereon all of the improvements, the floor plan depicting a part of or all of the improvements and land.

2. CONDOMINIUM MAP. Attached hereto and incorporated herein for all purposes as Exhibits " B " through "B-46" is the Map. The Map sets forth, among other things, the following:

(a) The legal description of the land showing the location of each building designated by letter as set forth and depicted on Exhibit "B" and Exhibit "BB";

(b) A general description and plat of each unit showing its square footage, building location, floor and unit number, as set forth and depicted on Exhibits "B-1" through "B-46";

(c) A general description showing the location and/or parking space appropriately numbered as set forth and depicted on Exhibit "B".

The Map shall contain the certificate of a registered professional engineer or licensed architect, or both, certifying that the Map substantially depicts the location of the buildings, the units, the unit numbers, the dimensions of the units, the building designation by letter and that such Map was prepared subsequent to the completion of the improvements. In interpreting the Map the existing physical boundaries of each separate unit shall be conclusively presumed to be its boundaries.

81-1552

3. DIVISION OF PROPERTY INTO CONDOMINIUM UNITS. The tract of land described in Exhibit " A " hereto and the improvements thereon are hereby divided into fee simple estates, each such estate consisting of the separately designated condominium units and the undivided interest in and to the general common elements and the limited common elements appurtenant to each unit.

4. COMMON ELEMENTS. Common elements are composed of general and limited common elements as defined in paragraph 1 hereof. No reference thereto, whether such common elements are limited or general, need to be made in any deed or other instrument, and reference is made to the provisions of paragraph 7 of this Declaration.

5. AUTOMOBILE PARKING. Parking areas intended for the use of the owner of a particular unit are appropriately designated on Exhibit " B ".

6. INSEPARABILITY OF A CONDOMINIUM UNIT. Each unit, the appurtenant undivided interest in the general common elements and the appurtenant limited common elements shall together comprise one condominium unit, shall be inseparable and may be sold, assigned, leased, devised, or encumbered only as a condominium unit.

7. DESCRIPTION OF CONDOMINIUM UNIT. Every contract for the sale or lease of a condominium unit prior to the recording of the Declaration may legally describe a condominium unit by its identifying unit number, the building letter, followed by the words, "Shadow Oaks Townhomes, A Condominium" with further reference to the Declaration to be filed for record. Subsequent to the recording of the Declaration, every deed, lease, mortgage, deed of trust, will or other instrument may legally describe a condominium unit by its identifying unit number, the building letter, followed by the words, "Shadow Oaks Townhomes, A Condominium" with further reference to the volume and page wherein this Declaration is filed of record in the Condominium Records of Travis County, Texas. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the unit but also the common elements appurtenant thereto. Each such description shall be construed to include a non-exclusive easement for ingress and egress to an owner's unit and use of all the general common elements, together with the right to the exclusive use of the limited common elements. The initial deeds conveying each condominium unit may contain reservations, exceptions and exclusions which the Declarant deems to be consistent with and in the best interests of all condominium unit owners and the Association.

8. SEPARATE ASSESSMENT AND TAXATION - NOTICE TO ASSESSOR. Declarant shall give written notice to the assessor of the County of Travis, State of Texas, of the creation of the undivided interest in the common elements appurtenant thereto shall be deemed a parcel and subject to separate assessment and taxation.

9. OWNERSHIP - TITLE. A condominium unit may be held and owned by more than one person in any real property relationship recognized under the laws of the State of Texas.

10. NON-PARTITIONABILITY OF COMMON ELEMENTS. The common elements shall be owned in common by all of the owners of the units and shall remain undivided, and no owner shall bring any action for partition or division of the common elements. Nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between owners thereof, but such partition shall not affect any other condominium unit.

84-1553

11. USE AND OCCUPANCY. After the initial sale or transfer by Declarant, all units shall be used and occupied for single family residential purposes only.

12. EASEMENTS FOR ENCROACHMENTS. If any portion of the common elements encroaches upon a unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of a unit encroaches upon the common elements, or upon adjoining unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the common elements or on the units.

13. TERMINATION OF MECHANIC'S OR MATERIALMEN'S LIEN RIGHTS AND INDEMNIFICATION. No labor performed or materials furnished and incorporated in a unit with the consent or at the request of a unit owner or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the unit of any other unit owner not expressly consenting to or requesting the same, or against the common elements. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the unit of any owner or against the common elements for construction performed or for labor, materials, services or other products incorporated in the owner's unit at such owner's request. The provisions herein contained are subject to the rights of the Managing Agent or Board of Managers of the Association as is set forth in paragraph 17.

14. ADMINISTRATION AND MANAGEMENT; MANAGING AGENT. The administration and management of this condominium property shall be governed by the By-Laws of Shadow Oaks Townhomes, Condominium Association, a copy of which is attached hereto Exhibit "C", which, by this reference is incorporated herein. An owner or co-owner of a condominium unit, upon becoming an owner or co-owner shall be a member of the Association and shall remain a member for the period of his ownership or co-ownership. The Association shall be governed by a Board of Managers as is provided in the By-Laws of the Association. The Association may delete by written agreement such of its duties, powers and functions permitted to be delegated by the By-Laws of the Association to any person or firm to act as Managing Agent at an agreed compensation.

15. ADMINISTRATION AND MANAGEMENT DURING DEVELOPMENT AND SALE PERIOD. Notwithstanding the foregoing paragraph 14, Declarant shall remain in control of and be responsible for the administration and management of the regime until the termination of the development and sale period. The development and sale period shall be defined as a period of time two (2) years from the date of execution of this Declaration or the date upon which Declarant has sold all condominium units owned by it, whichever comes first. During such period, Declarant, or its designated representatives, shall provide the services, such as office supervision, record keeping, yard maintenance, exterior maintenance and others, which would normally be provided by or arranged for by the Board of Managers and shall have and exercise all the powers and functions, including assessment and collection of common expenses, delegated hereunder to the Board of Managers and shall have and exercise all the powers and functions, including assessment and collection of common expenses, delegated hereunder to the Board of Managers and other officers of the Association. Declarant and its employees, representatives and agents may maintain a business and sales office, model units and other sales facilities necessary or convenient during the development and sale period.

16. RECORDS. The Board of Managers or the Managing Agent shall keep or cause to be kept records with detailed accounts of the receipts and expenditures affecting the condominium regime and its administration and specifying the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association. The records so kept shall be available for inspection by all owners at convenient hours on working days that shall be set and announced for general knowledge. All records shall be kept in accordance with accepted accounting procedures and shall be audited at least once a year by an auditor outside the Association.

84-1554

17. RESERVATION FOR ACCESS - MAINTENANCE, REPAIR AND EMERGENCIES. The owners shall have the irrevocable right, to be exercised by the Managing Agent or Board of Managers of the Association, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements thereon or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units. Damage to the interior or any part of a unit or units resulting from the maintenance, repair, emergency repair or replacement of any of the common elements or as a result of emergency repairs within another unit at the instance of the Association, shall be a common expense of all of the owners; provided, however, that if such damage is the result of the misuse or negligence of a unit owner, then such unit owner shall be responsible and liable for all such damage. All damaged improvements shall be restored to substantially the same condition of such improvements prior to such damage. All maintenance, repairs and replacements as to the common elements (unless necessitated by the negligence or misuse of a unit owner, in which case such expense shall be charged to such unit owner), shall be the common expense of all the owners.

18. OWNER'S MAINTENANCE RESPONSIBILITY OF UNIT. An owner shall be deemed to own, shall have the responsibility of repair, maintenance and replacement (except as otherwise provided hereinbelow) and shall have the right to alter and remodel: the interior non-supporting walls of his unit; the materials (such as, but not limited to, plaster, gypsum, paneling, wallpaper, paint, tile, carpet and flooring, but not including the sub-flooring) making up the finished surfaces of the interior walls, ceilings and floors of his unit including the doors and windows; the patio appurtenant to his unit; air handling units, draperies, appliances and all other fixtures, equipment or personal property contained or installed within his unit commencing at a point where the utilities enter the interior unit wall; and the air conditioning unit located outside of and adjacent to his living unit. The right and responsibility of an owner to repair, maintain, replace, alter and remodel is coupled with the obligation to perform such functions in a good and workmanlike manner and to replace any materials removed with similar or other types or kinds of materials of equal quality. An owner shall not be responsible for the maintenance and repair nor shall an owner have the right to alter or remodel the fence surrounding his patio, said fence being hereby specifically declared a common element. The Association and not the owner shall be responsible for the trimming and other maintenance of trees contained within said patios at the time of the initial sale by Declarant, but the owner and not the Association shall be responsible for the maintenance and repair of the remainder of the interior of the patio. In the event a tree contained within said patios at the time of the initial sale by Declarant shall become a hazard through rotting, disease or otherwise, the Association shall remove same but shall have no obligation of replacement. An owner shall not be deemed to own lines, pipes, wires, conduits or systems (which for brevity are herein and hereafter referred to as utilities) running through his unit which serve one or more other units except in common with the other owners. Such utilities shall not be disturbed or relocated by an owner without the written consent and approval of the Association.

19. COMPLIANCE WITH PROVISIONS OF DECLARATION, BY-LAWS OF THE ASSOCIATION. Each owner shall comply strictly with the provisions of this Declaration and the By-Laws of the Association, and the decisions and resolutions of the Association adopted from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith, which action shall be maintainable by the Managing Agent or Board of Managers in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved owner.

20. REVOCATION OR AMENDMENT TO DECLARATION. This Declaration shall not be revoked unless all of the owners and all of the holders of recorded first lien deeds of trust covering or affecting any or all of the condominium units unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the owners representing an aggregate ownership interest of sixty per cent (60%), or more, of the general common elements and all of the holders of any recorded first lien deeds of trust covering or affecting any or all of the condominium units consent and agree to such amendment by instrument(s) duly recorded; provided, however, that the percentage of the undivided interest in the general common elements appurtenant to each unit, as expressed in this Declaration, shall have a permanent character and shall not be altered without the consent of all of the unit owners and all of the holders of any recorded first lien deeds of trust covering or affecting any or all of the holders of any recorded first lien deeds of trust covering or affecting any or all of the condominium units expressed by instrument(s) duly recorded. Notwithstanding the foregoing, during the development and sale period, as defined in paragraph 15 hereof, Declarant may, with the written consent of any institutional mortgagee of any condominium unit (but without the consent of any owner) amend this Declaration, Map, By-Laws, and the other Exhibits attached hereto in order to correct errors and omissions.

21. ADDITIONS, ALTERATIONS AND IMPROVEMENTS TO THE COMMON ELEMENTS. There shall be no additions, alterations or improvements of or to the common elements requiring an expenditure in excess of Two Thousand Dollars (\$2,000.00) in any one (1) calendar year without the prior approval of owners representing an aggregate ownership interest of more than fifty per cent (50%) of the general common elements; provided, however, that if such additions, alterations or improvements of or to the common elements would require an expenditure in excess of Thirty Thousand Dollars (\$30,000.00) in any one (1) calendar year, the Association must proceed in accordance with subparagraph (e) of paragraph 28 hereof. The limitations set forth herein shall be applicable to the replacement, repair and maintenance of any common element or common property.

22. ASSESSMENT FOR COMMON EXPENSES. All owners shall be obligated to pay the assessments, either estimated or actual, imposed by the Board of Managers of the Association to meet the common expenses. The assessments shall be made according to each owner's percentage interest in and to the general common elements as provided in Exhibit "A-1" hereto. The limited common elements shall be maintained as general common elements, and owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof. Assessments for the estimated common expenses shall be due monthly in advance on the first day of each month. The Managing Agent or Board of Managers shall prepare and deliver or mail to each owner a semi-annual statement of actual common expenses.

In the event the ownership of a condominium unit commences on a day other than the first day of a month, the assessment for that month shall be prorated.

The assessments levied by the Association shall be used exclusively for the purpose of providing for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the common elements, which sum may include, but shall not be limited to, expenses of management; taxes and special assessments until separately assessed; premiums for fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached issued in the amount of the maximum replacement value of all of the condominium units; casualty and public

liability and other insurance premiums; landscaping and care of grounds; common lighting, repairs and renovations; trash collections; wages; utility charges; legal and accounting fees; management fees, expenses and liabilities incurred by the Managing Agent or Board of Managers on behalf of the unit owners under or by reason of this Declaration and the By-Laws of the Association; deficits arising or any deficits remaining from a previous period; the creation of reasonable contingency, reserve, working capital, and sinking funds as well as other costs and expenses relating to the common elements.

81-1556

Until January 1, 1975, the maximum annual assessment shall be \$360. From and after September 1, 1974, the maximum annual assessment may be increased effective January 1, 1975 without a vote of the membership by the Board of Directors by no more than 5% above the annual assessment for the previous year. From and after January 1, 1975, any increase in the annual assessment in excess of 5% above the annual assessment for the previous year requires the approval of a majority of the members of the Association.

23. OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS. The amount of common expenses assessed against each condominium unit shall be the personal and individual debt of the owner thereof. No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit. The Board of Managers or Managing Agent shall have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid more than fifteen (15) days from the due date for payment thereof. In the event of default in the payment of the assessment, the unit owner shall be obligated to pay interest at the rate of one percent (1%) per annum below the then highest legal rate of interest for individuals on the amount of the assessment from the due date thereof until paid, together with all expenses incurred, including attorney's fees and such late charges as are provided in the By-Laws of the Association. Suit to recover a money judgement for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

24. ASSESSMENT LIEN. Declarant does hereby grant and reserve and title to a condominium unit is hereby expressly made subject to a lien for the non-payment of common expenses, and a grantee by acceptance of a deed or other instrument of conveyance from the Declarant or from an owner or grantor, whether or not it shall be so expressed in such deed or other instrument of conveyance, shall be deemed to accept and agree to such lien, which lien shall be established and enforced in the manner hereinafter set forth. All sums assessed but unpaid for the share of common expenses chargeable to any condominium unit shall constitute a lien on such unit superior to all other liens and encumbrances, except only for tax and special assessment liens on the unit in favor of any assessing unit, and all sums unpaid on a first mortgage or first deed of trust of record. To evidence such lien, the Board of Managers or the Managing Agent shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the name of the owner of the condominium unit and a description of the condominium unit. Such notice shall be signed by one of the Board of Managers or by one of the officers of the Association or by the Managing Agent and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for the common expenses shall attach from the date of failure of payment of the assessment. Such lien may be enforced by the foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property subsequent to the recording of a notice or claim thereof. In any such proceedings the owner shall be required to pay costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure proceedings, the additional costs, all expenses and reasonable attorney's fees incurred but not less than the amount recommended by the Texas Bar Association according to the then current published and recommended fee schedule for foreclosure proceedings through Court. The owner of the condominium unit being foreclosed shall be required to pay to the Association the monthly

assessment for the condominium unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the condominium unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a condominium unit may pay, but shall not be required to pay any unpaid common expenses payable with respect to such unit. Upon request of a mortgagee, the Association shall report to the mortgagee of a condominium unit any unpaid assessments remaining unpaid for longer than twenty-five (25) days after the same are due; provided, however, that such mortgagee shall have furnished to the Managing Agent or to the Board of Managers notice of such lien.

84-1557

25. LIABILITY FOR COMMON EXPENSE UPON TRANSFER OF CONDOMINIUM UNIT IS JOINT. Upon payment to the Managing Agent, or if there is no Managing Agent, then to the Association of a reasonable fee not to exceed Twenty-five Dollars (\$25.00), and upon written request of any owner or any mortgagee or prospective mortgagee of a condominium unit, the Association by its Managing Agent, or if there is no Managing Agent then by the financial officer of the Association, shall issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for any advanced payments of common assessments, for prepaid items, such as insurance premiums, but not including accumulated amounts for reserves or sinking funds, if any, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which became due prior to the date of making such request shall be subordinate to the rights of the person requesting such statement. The grantee of a condominium unit shall be jointly and severally liable with the grantor for all unpaid assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore; provided, however, that upon payment of a reasonable fee not to exceed Twenty-five Dollars (\$25.00), and upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent, or if there is no Managing Agent, then from the Association, setting forth the amount of the unpaid assessments, if any, with respect to the subject unit, the amount of the current monthly assessment, the date that such assessment becomes due, credit for any advanced payments of common assessments, for prepaid items, such as insurance premiums, but not including accumulated amounts for reserves or sinking funds, if any, which statement shall be conclusive upon the Association. Unless such request for such a statement shall be complied with within ten (10) days of such request, then such requesting grantee shall not be liable for, nor shall the unit conveyed by subject to a lien for any unpaid assessments against the subject unit. The provisions set forth in this paragraph shall not apply to the initial sales and conveyance of the condominium units made by Declarant, and such sales shall be free from all common expenses to the date of conveyance made or to a date as agreed upon by Declarant and Declarant's grantee.

26. MORTGAGING A CONDOMINIUM UNIT - PRIORITY. An owner shall have the right from time to time to mortgage or encumber his unit and the interests appurtenant thereto by deed of trust, mortgage or other instrument, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a unit through judicial foreclosure, public sale or other means shall be subject to the terms and provisions of this Declaration except as specifically excepted herefrom.

27. INSURANCE. The Managing Agent, or if there is no Managing Agent, then the Board of Managers, shall obtain insurance companies authorized to do business in the State of Texas, covering such risks as are or shall hereafter customarily be covered with respect to other condominium buildings, fixtures, equipment and personal property, similar in construction, design and use. The insurance shall be carried in blanket policy form naming the Association the

insured, as attorney-in-fact (for all of the condominium unit owners), and showing mortgagees as their interest appears, which policy or policies shall provide that they cannot be cancelled or substantially modified until after ten (10) days prior written notice is first given to the Association and each first mortgagee. The Managing Agent, or if there is no Managing Agent, then the Board of Managers, shall also obtain and maintain, to the extent obtainable, public liability insurance in such limits as may from time to time be determined, covering the Association, each member of the Board of Managers, the Managing Agent, and the resident manager.

01-1538

Each owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to an owner and casualty and public liability insurance coverage within each individual unit are specifically made the responsibility of the owner thereof.

28. ASSOCIATION AS ATTORNEY-IN-FACT. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its damage, destruction or obsolescence.

Title to a condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint Shadow Oaks Townhomes Condominium Association, their true and lawful attorney in their name, place and stead for the purpose of dealing with the property upon its damage, destruction or obsolescence as is hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary, or Assistant Secretary, shall have full and complete authorization, right and power to deal with insurance companies and receive insurance proceeds and to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner which is necessary and appropriate to exercise the powers herein granted. Any repair, reconstruction or replacement of the improvement(s) shall be to substantially the same condition in which it existed prior to the damage, destruction or obsolescence, with each unit and the general and limited common elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected by the Association shall be available for the purpose of repair, restoration or replacement unless the owners and all holders of recorded first lien deeds of trust agree not to rebuild in accordance with the provisions set forth hereinafter.

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvement(s).

(b) If the insurance proceeds are insufficient to repair and reconstruct the damaged improvement(s), and if, as determined by the Board of Managers, the cost of reconstruction is not in excess of sixty-six and two-thirds percent (66-2/3%) of the value of all the condominium units (the whole property excluding land), such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a deficiency assessment to be made against all of the owners directly affected by the damage and their condominium units. A qualified contractor selected by the Association shall determine (i) the total cost of reconstructing all of the units damaged by the casualty, and (ii) the cost of reconstructing each separate unit damaged by the casualty. The cost of reconstructing a separate unit shall be the numerator of a fraction, the denominator of which shall be the total cost of reconstructing all of the units. The difference between the available insurance proceeds and the total cost of reconstructing all of the units shall be multiplied by the

fractions representing each of the separate units damaged by the casualty and the figures thereby obtained shall be the deficiency assessments for the separate units. Such deficiency assessments shall be due and payable within thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the deficiency assessment for his unit. The assessment provided for herein shall be a personal debt of the owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph 24 hereof. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this paragraph. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of six percent (6%) per annum on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

84-1559

- (1) For payment of taxes and special assessments liens in favor of any governmental entity and customary expenses of sale;
- (2) For payment of the balance of the lien of any first lien deed of trust;
- (3) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

(c) If the insurance proceeds are insufficient to repair and reconstruct the damaged improvement(s), and if, as determined by the Board of Managers, the cost of reconstruction is in excess of sixty-six and two-thirds (66-2/3%) percent of the value of all the condominium units (the whole property excluding land), and if the owners do not unanimously, within one hundred (100) days thereafter, make provisions for reconstruction, which plan must have the approval of all holders of recorded first lien deeds of trust, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association, the entire remaining premises shall be sold by the Association, pursuant to the provisions contained in this Declaration, the Map and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such insurance settlement proceeds and the proceeds from the sale of the remaining premises shall be divided by the Association, according to the ratio between the square footage of each owner's or co-owner's unit as set out in Exhibit "B-1" thru "B-46" and the total square footage of all of the unit, and such divided proceeds shall be paid into separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as

attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this paragraph.

(d) If the owners unanimously adopt a plan for reconstruction, which plan has the approval of all holders of recorded first lien deeds of trust, any assessments made in connection with such plan shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay his assessment. The assessments provided for herein shall be a personal debt of each owner and a lien on his condominium unit and ~~may be enforced and collected~~ as is provided in paragraph 24 hereof. In addition thereto, the Association as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of six percent (6%) per annum on the amount of the assessment and all reasonable on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this paragraph.

81-1560

(e) The owners representing an aggregate ownership interest of eighty percent (80%), or more, of the general common elements may agree that there should be additions, alterations or improvements to the common elements requiring expenditures in excess of Thirty Thousand Dollars (\$30,000.00) in any one (1) calendar year and adopt a plan for such additions, alterations or improvements. Any assessments made in connection with such plan shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause such additions, alterations or improvements to be made to the common elements notwithstanding the failure of an owner to pay his assessment. The assessments provided for herein shall be a personal debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph 24 hereof. In addition thereto, the Association as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of six percent (6%) per annum on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraphs (b) (1) through (5) of this paragraph.

(f) The owners representing an aggregate ownership interest of eighty-five percent (85%), or more, of the general common elements may agree that the condominium units are obsolete and adopt a plan to sell same, which plan must have the approval of all holders of recorded first lien deeds of trust. The Association

shall thereafter record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the entire premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of the ratio between the square footage of each owner's or co-owner's unit as set out in Exhibit "B-1" thru "B-46" and the total square footage of all of the units, and such apportioned proceeds shall be paid into separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designated and the name of the owner. From each separate account the Association, at attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from one account to another, for the same purposes and in the same order as is provided in subparagraphs (b) (1) through (5) of this paragraph.

84-1561

29. UTILITIES. All expenses incurred for the service of electricity, water, gas and sewage disposal for this regime shall be regarded as common expenses and assessed in accordance with paragraph 22 hereof.

(a) The water used by this condominium regime shall be metered separately and billed to the Association which shall collect each owner's pro-rata portion thereof as a common expense. The water meter which meters the water used by the Shadow Oaks Townhomes is located within the boundaries of this condominium regime and Declarant reserves a permanent easement for the benefit of Declarant and Shadow Oaks Townhomes for access to said meter and any related facilities for the purposes of maintenance, repair, replacement and reading same.

(b) The electricity used by this condominium regime shall be metered individually and billed to each owner. Declarant hereby specifically reserves the right to grant an easement to the utility company for the benefit of Declarant and the Association for the installation of an electricity meter and related facilities and for the maintenance, repair, replacement and reading of same.

30. PERSONAL PROPERTY FOR COMMON USE. The Association, as attorney-in-fact for all of the owners, may acquire and hold for the use and benefit of all of the condominium unit owners, real, tangible and intangible personal property and may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be owned by all of the condominium unit owners in the same proportion as their respective interests in the general common elements, and such interest therein shall not be transferable except with a transfer of a condominium unit. A transfer of a condominium unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each owner may use such property in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful rights of the other owners. The transfer of title to a condominium unit under foreclosure shall entitle the purchaser to the beneficial interest in such personal property associated with the foreclosed condominium unit.

31. ARCHITECTURAL CONTROL. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot after its purchase from Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. Also included under their control are changes or alterations, proposed in any manner, to the landscaping in any yard other than the patio of each Townhouse. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

33. REGISTRATION OF MAILING ADDRESS. Each owner shall register his mailing address with the Association, and notices or demands intended to be served upon an owner shall be sent by mail, postage prepaid, addressed in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Managers of the Association or the Association shall be sent certified mail, postage prepaid, to 1000 West Avenue, Austin, Texas 78701.

84-1562

34. PERIOD OF CONDOMINIUM OWNERSHIP. The separate and condominium estates created by this Declaration and the Map shall continue until this Declaration is revoked in the manner and as is provided in paragraph 20 of this Declaration or until terminated in the manner and as is provided in subparagraphs (c) and (f) of paragraph 28 of this Declaration.

35. GENERAL RESERVATIONS. Declarant reserves the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the condominium project and for the best interests of the condominium unit owners and the Association in order to serve the entire condominium project.

GENERAL.

(a) If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

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

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

(d) The interest of an owner in his condominium unit shall at all times be subject to all the terms and provisions of the following: the Texas Condominium Act, this Declaration and Exhibits, the Maintenance Covenants and Agreements document referenced above, and all amendments to same; and all easements, right-of-way agreements, covenants, restrictions and like encumbrances of record.

(e) Declarant specifically reserves the right to use the name "Shadow Oaks Townhomes" or any name similar thereto, and this right shall not be interfered with by the Association or by any member of this condominium regime.

(f) The Shadow Oaks Townhomes are located on the real property described in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, Declarant has duly executed and caused to be executed this Declaration, this 14th day of August, 1973.

ATTEST:

SHADOW HILL CORPORATION

William F. Turman, Secretary

By: Lawrence B. Chapman, President
Lawrence B. Chapman, President

(NO SEAL)

Vernon R. Young, Jr.
Vernon R. Young, Jr.

Barry S. Gillingwater
Barry S. Gillingwater

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

84-1563

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of August, 1973.

NOTARY SEAL

Judy A. Hallworth
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §
Harris

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared VERNON R. YOUNG, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of August, 1973.

NOTARY SEAL

Kay Nance
Notary Public in and for
Harris County, Texas
7/26/73

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Notary Public, Travis County of Texas
My commission expires June 1, 1975.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared BARRY S. GILLINGWATER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of August, 1973.

NOTARY SEAL

Kay Nance
Notary Public in and for
Travis County, Texas

KAY NANCE
Notary Public, Travis County of Texas
My commission expires June 1, 1975.

EXHIBIT "C"

84-1564

BY-LAWS

OF

SHADOW OAKS TOWNHOMES CONDOMINIUM ASSOCIATION

The name of the organization shall be Shadow Oaks Townhomes Condominium Association.

ARTICLE I

PLAN OF OWNERSHIP

1. The purpose for which this non-profit Association is formed is to govern the condominium property situated in the County of Travis, State of Texas, which property is described in the Condominium Declaration of Shadow Oaks Townhomes, and which property has been submitted to the provisions of the Condominium Act of the State of Texas by the recording of the Declaration and Map.

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

ARTICLE II

MEMBERSHIP, SUSPENSION OF MEMBERSHIP, VOTING,

MAJORITY OF OWNERS, QUORUM

1. Membership. Except as is otherwise provided in these By-Laws, ownership of a condominium unit is required in order to qualify for membership in this Association. Any person on becoming an owner of a condominium unit shall automatically become a member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the unit owners have, either through the Board of Managers of the Association or directly, against such former owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid.

3. Voting. Voting shall be on a share basis, and the number of votes to which any person is entitled shall be determined in accordance with the assignment of votes as set forth in Exhibit of the Declaration.

4. Majority of Unit Owners. As used in these By-Laws the term "majority of unit owners" or "majority of owners" shall mean those voting owners holding in excess of fifty per cent (50%) of the votes in accordance with the votes assigned in the Declaration.

8'-1565

5. QUORUM. Except as otherwise provided in the Declaration or these By-Laws, the presence of owners representing fifty percent (50%) of the votes assigned in the Declaration shall constitute a quorum. Excepts as otherwise provided in the Declaration or these By-Laws, when a quorum of owners is present at any meeting, a majority vote of the owners present shall be sufficient to either defeat or approve any proposed action.

ARTICLE III

ADMINISTRATION

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

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

3. Annual Meetings. The first meeting of the Association shall be held one (1) month after the termination of the development and sale period as defined in paragraph 15 of the Declaration. Thereafter, the annual meetings of the Association shall be held during the month of January of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Managers in accordance with the requirements of paragraph 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by at least one-third (1/3) of the owners and having been presented to the Secretary or Assistant Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of two-thirds (2/3) of the owners present. Any such meetings shall be held within thirty (30) days after receipt by the appropriate officers of such resolution or petition.

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

6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, may adjourn the meeting, from time to time, until a quorum is obtained.

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

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of Officers;
- (e) Reports of committees;
- (f) Election of managers;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

C 84-1566

8. Performance of Functions by Declarant. Notwithstanding the provisions of paragraph 1 of this Article III, the rights, duties and functions of the Board of Managers shall be exercised by Declarant until termination of the development and sale period.

ARTICLE IV

BOARD OF MANAGERS

1. Number and Qualification. At the first annual meeting of the Association there shall be elected any three (3) members of the Association to the Board of Managers who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.

2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential condominium except as by law or by these By-Laws or by the Condominium Declaration may not be delegated to the Board of Managers.

3. Other Powers and Duties. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following, all of which shall be done for and in behalf of the owners of the condominium units;

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Condominium Act of the State of Texas, the By-Laws of the Association and supplements and amendments thereto.

(b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this condominium property with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon the adoption thereof.

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

(d) To insure and keep insured all of the insurable common elements of the property in an amount equal to their maximum replacement value; and to insure and keep insured all of the common fixtures, equipment and personal property for the benefit of the owners of the condominium units and their first mortgagees. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than \$100,000.00 per person and \$300,000.00 per accident and \$50,000.00 property damages.

(e) To prepare a budget for the condominium, at least annually, determine the amount of the common charges payable by the unit owners to meet the common expenses of the condominium regime, and allocate and assess such common charges among the unit owners according to their respective common ownership interests in and to the general common elements, and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments, and remit or return any excess of assessments over expense, working capital, sinking funds, reserve for deferred maintenance and for replacement to the owners at the end of each operating year. To levy and collect special assessment whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws. To enforce a late charge of Five and No/100 Dollars (\$5.00) and to collect interest at the rates provided in the Declaration in connection with assessments remaining unpaid more than fifteen (15) days from due date for payment thereof, together with all expenses, including attorney's fees incurred. To prohibit use by the owner, his guests, tenants, lessees and invitees in the event the assessments remain unpaid more than thirty (30) days from due date for payment thereof.

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

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

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

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

U 84-1568

(k) To make repairs, additions, alterations and improvements to the common elements consistent with managing the condominium project in a first class manner and consistent with the best interests of the unit owners.

(l) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners, and to cause a complete audit of the books and accounts by a certified or public accountant, once each year.

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

(n) To meet at least once each quarter.

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

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

(q) The Board of Managers may employ for the Association a management agent (Managing Agent) who shall have and exercise all of the powers granted to the Board of Managers by the Declaration and By-Laws except for the powers set forth in paragraph 28 of the Declaration.

4. No Waiver of Rights. The omission or failure of the Association or any condominium unit owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Condominium Declaration, the By-Laws or the regulations and house rules adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Managers or the Managing Agent shall have the right to enforce the same thereafter.

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

6. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.

8'-1569

7. Removal of Managers. At any regular or special meeting duly called, any one (1) or more of the Managers may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

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

9. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined, from time to time, by a majority of the Managers, but a least one such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of Managers shall be given to each Manager, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

10. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) days notice to each Manager, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one (1) or more Manager(s).

11. Waiver of Notice. Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

13. Fidelity Bonds. The Board of Managers may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

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

ARTICLE V

FISCAL MANAGEMENT

84-1570

The provisions for fiscal management of the condominium units for and in behalf of all of the unit owners as set forth in the Condominium Declaration shall be supplemented by the following provisions:

1. Accounts. The funds and expenditures of the unit owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:
 - (a) Current expense, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.
 - (b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.
 - (c) Reserve for replacement (sinking fund), which shall include funds for repair or replacement required because of damage, wear or obsolescence.

ARTICLE VI

OFFICERS

1. Designation. The officers of the Association shall be a President, a Vice-President, a Secretary, an Assistant Secretary, and a Treasurer, all of whom shall be elected by the Board of Managers, and such assistant officers as the Board of Managers shall, from time to time, elect. Such officers need not be members of the Board of Managers, but each shall be owner of a Shadow Oaks Townhomes Condominium or the Declarant or its representative(s). The office of President and Treasurer may be held by the same person, and the office of Vice-President and Secretary or Assistant Secretary may be held by the same person.
2. Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board and shall hold office subject to the continuing approval of the Board.
3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose.
4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any regular or special meetings.

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

84-1571

6. Secretary. The Secretary shall keep all the minutes of the meetings of the Board of Managers and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of Secretary as is provided in the Declaration and the By-Laws.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the unit owner by such member, the undivided interest in the general common elements and a description of the limited common elements assigned for exclusive use in connection with such condominium unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

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

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

ARTICLE VII

INDEMNIFICATION OF OFFICERS, MANAGERS AND MANAGING AGENT

1. Indemnification. The Association shall indemnify every Manager, Officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by them in connection with any action, suit or proceedings to which they may be made a party by reason of being or having been a Manager, Officer or Managing Agent of the Association, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Manager, Officer or Managing Agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Manager, Officer or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article VII shall be deemed to obligate the Association to indemnify any member or owner of a condominium

unit who is or has been a Manager or Officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration and By-Laws and amendments and supplements to same.

2. Other. Contracts or other commitments made by the Board of Managers, Officers or the Managing Agent shall be made as agent for the unit owners, and they shall have no personal responsibility on any such contract or commitment (except as unit owners), and the liability of any unit owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereof as the common interest of each unit owner bears to the aggregate common interest of all the unit owners.

ARTICLE VIII

AMENDMENTS TO BY-LAWS

1. Amendments to By-Laws. These By-Laws may be amended by the Association at a duly constituted meeting for such purpose.

ARTICLE IX

MORTGAGES

1. Notice to Association. An owner who mortgages his unit shall notify the Association through the Managing Agent, if any, or the Secretary or Assistant Secretary of the Association, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units".

2. Notice of Unpaid Common Assessments. The Board of Managers, whenever so requested in writing by a mortgagee of a condominium unit, shall promptly report any then unpaid common assessments due from, or any other default by, the owner of a mortgaged unit.

3. Notice of Default. The Board of Managers, when giving notice to a unit owner of a default in paying common assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such condominium unit whose name and address has theretofore been furnished to the Board of Managers.

4. Examination of Books. Each unit owner and each mortgagee of a condominium unit shall be permitted to examine the books of account of the condominium at reasonable times, on business days, but not more often than once each month.

ARTICLE X

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

1. Proof of Ownership. Except for those owners who initially purchase a condominium unit from Declarant, any person on becoming an owner of a condominium unit shall furnish to the Managing Agent or Board of Managers a machine or a certified copy of the recorded instrument vesting that person

with an interest or ownership in the condominium unit, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or at a special meeting of members unless this requirement is first met.

2. Registration of Mailing Address. The owners or several owners of an individual condominium unit shall have one (1) and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a condominium unit owner or owners shall be furnished by such owners to the Managing Agent or Board of Managers within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the owners of the condominium unit or by such persons as are authorized by law to represent the interest of (all of) the owners thereof.

3. Designation of Voting Representative - Proxy. If a condominium unit is owned by one (1) person, his right to vote shall be established by the record title thereto. If title to a condominium unit is held by more than one (1) person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one (1) person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the owners shall reappoint and authorize one (1) person or alternate persons to attend all annual and special meetings as provided by this paragraph 3.

The requirements herein contained in this Article X shall be first met before an owner of a condominium unit shall be deemed in good standing and entitled to vote at any annual or special meeting of members.

ARTICLE XI

OBLIGATIONS OF THE OWNERS

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

2. Notice of Lien or Suit. An owner shall give notice to the Association of every lien or encumbrance upon his condominium unit, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to his condominium unit, and such notice shall be given within five (5) days after the owner has knowledge thereof.

3. Maintenance and Repair.

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

(b) All the repairs of internal installations of the unit (as defined in the Declaration) shall be at the owner's expense.

84-1574

(c) An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants or agents or guests.

4. Mechanic's or Materialmen's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's or materialmen's liens filed against other condominium units and the appurtenant common elements for labor, materials, services or other products incorporated in such owner's condominium unit. In the event such a lien is filed and/or a suit for foreclosure of mechanic's or materialmen's lien is commenced, then within ten (10) days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to double the amount of such claim plus interest for one (1) year together with a sum equal to ten per cent (10%) of the amount of such claim but not less than One Hundred Fifty and No/100 Dollars (\$150.00), which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees incurred for legal advice and counsel. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursement of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees incurred by the Association, shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of such owner and a lien against his condominium unit may be foreclosed as is provided in paragraph 74 of the Declaration. All advancements, payments, costs and expenses, including attorney's fees, incurred by the Association shall be forthwith reimbursed to it by such owner, and such owner shall be liable to the Association for the payment of interest at the rate of one per cent (1%) per annum below the then highest legal rate of interest for individuals on all such sums paid or incurred by the Association from the date of payment by the Association until the date of repayment by such owner.

5. General.

(a) Each owner shall comply strictly with the provisions of the recorded Condominium Declaration and these By-Laws and amendments and supplements to same.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this condominium project was built.

6. Uses of Units - Internal Changes.

(a) All units shall be utilized only for residential purposes except as is otherwise provided in the Condominium Declaration and Exhibits.

(b) An owner shall not make structural modifications or alterations to his unit or installations located therein without the written approval of the Association. The Association shall be notified in writing of the intended modifications through the Managing Agent, or if no Managing Agent is employed, then through the President of the Association. The Association shall have the obligation to answer an owner's request within fifteen (15) days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modifications or alterations.

7. Use of General Common Elements and Limited Common Elements.
Each owner shall use the general common elements and the limited common elements, in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

84-1575

8. Right of Entry.

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

(b) An owner shall permit other owners, or their representatives, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of other units(s); provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

9. Rules and Regulations.

(a) The initial rules and regulations, which shall be effective until amended or supplemented by the Association, are annexed hereto and made a part hereof as Schedule A.

(b) The Board of Managers, pursuant to paragraph 3(b) of Article IV of these By-Laws, reserves the power to establish, make and enforce compliance with such additional house rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each unit owner prior to the date when the same shall become effective.

10. Destruction or Obsolescence. Each owner, upon becoming an owner of a condominium unit, thereby grants his power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owner's condominium unit upon its damage, destruction or obsolescence.

ARTICLE XII

ABATEMENT AND ENJOINMENT OF
VIOLATIONS BY UNIT OWNERS

1. Abatement and Enjoinment. The violation of any rule or regulation accepted by the Board of Managers, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Managers or the Managing Agent the right, in addition to any other rights set forth therein, (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Managers or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor; and (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE XIII

COMMITTEES

C 84-1576

1. Designation. The Board of Managers may, but shall not be required to, appoint an executive committee, and it may designate and appoint members to the standing committees.

2. Executive Committee. The executive committee shall consist of two (2) persons who are members and who shall be appointed by the Board of Managers from the members of the Board. One (1) member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Managers at each meeting of the Board. The executive committee may hold regular meetings, monthly or as it may in its discretion determine. Special meetings may be called at any time by the chairman of the committee or by any of its members, either personally or by mail, telephone or telegraph, and a special meeting may be held by telephone.

3. Nominating Committee. Before each annual meeting, the Board of Managers may appoint a committee of three (3) members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before sixty (60) days before the election. Members may submit names of candidates other than those submitted by the nominating committee at least thirty (30) days prior to the election. No person shall be elected whose name is not so submitted unless no nominations are made by either the nominating committee or by the members, in which event the names of candidates shall be submitted at the election by the members.

4. Architectural Control Committee. The Board of Managers shall appoint an architectural control committee, as provided in the Declaration.

5. Vacancies. A vacancy in any committee shall be filled by the President until the next meeting of the Board of Managers.

ARTICLE XIV

COMPENSATION

This Association is not organized for profit. No member, member of the Board of Managers, Officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Managers, Officer or member, provided, however, always (a) that reasonable compensation may be paid to any member, Manager or Officer while acting as an agent or employee of the Association for services rendered in effecting one (1) or more of the purposes of the Association, and (b) that any member, Manager or Officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XV

EXECUTION OF DOCUMENTS

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

ARTICLE XVI

PROXY TO TRUST

84-1577

Condominium unit owners shall have the right to irrevocably constitute and appoint the beneficiary of a deed of trust their true and lawful attorney to vote their unit membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominees any and all rights, privileges, and powers that they have as unit owners under the By-Laws of this Association or by virtue of the recorded Condominium Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary or Assistant Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect, or refusal of the Association, the Managing Agent, or the unit owners to carry out their duties as set forth in the Condominium Declaration. A release of the beneficiary's deed of trust shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve condominium unit owners, as mortgagors, of their duties and obligations as condominium unit owners or to impose upon the beneficiary of the deed of trust the duties and obligations of a unit owner.

SCHEDULE A

RULES AND REGULATIONS FOR

Shadow Oaks Townhomes
Condominium Association

C 84-1578

1. Any common sidewalks, driveways, entrances, halls and passageways shall not be obstructed or used by any unit owner for any other purpose than ingress to and egress from the units.

2. No article shall be placed on or in any of the common elements except for those articles of personal property which are the common property of all of the unit owners.

3. Unit owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, driveways, entrances, halls and passageways as a play area(s).

4. No vehicle belonging to or under the control of a unit owner or a member of the family or a guest, tenant, lessee, or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building. Vehicles shall be parked within designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

5. No work of any kind shall be done upon the exterior building walls or upon the common elements by any unit owner. Such work is the responsibility of the Association.

6. No owner, resident, tenant or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna, machines, or air conditioning units be installed on the exterior of the project or be installed in such a manner that they protrude through the walls or the roof of the condominium improvements except as may be expressly authorized by the Association.

7. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb occupants of other units, and the same shall not be played between the hours of 11:30 PM and the following 8:00 AM if the same shall disturb or tend to disturb other occupants.

8. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash facilities.

9. No animals, livestock or poultry of any kind shall be raised, bred, kept, maintained or harbored within this condominium regime, except that dogs, cats or other household pets may be kept; provided that, they are not raised, bred, kept or maintained for any commercial purposes and provided further, that if such dogs, cats or other household pets become obnoxious to other owners, the owner of such dog, cat or other household pet, shall dispose of same upon written notice issued by the Managing Agent, or if there is no Managing Agent, then the Board of Managers.

10. The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in the storage areas.

11. Any damage to the common elements or common personal property caused by a unit owner, members of a unit owner's family, their guests, residents, tenants, lessees, agents or employees, shall be repaired at the expense of that unit owner.

12. The Managing Agent, or if there is no Managing Agent, then the Board of Managers, shall retain a passkey to each unit. No owner shall alter any lock or install a new lock on any door leading into the unit without prior consent, and, if such consent is given, the owner shall provide a key for the Managing Agent's or the Board of Manager's use.

13. The management personnel and staff are adequately compensated and no gratuities are to be given them. This is not to preclude appropriate remembrances at Christmas or other particular occasions.

The foregoing rules and regulations are subject to amendment and to the promulgation of further regulations.

DESCRIPTION OF CONDOMINIUM

<u>BUILDING</u>	<u>UNIT NUMBER</u>	<u>CARPORT NUMBER</u>	<u>PERCENT INTEREST IN UNDIVIDED ELEMENTS</u>
A	3445	3445	2.174
A	3447	3447	2.174
A	3449	3449	2.174
A	3451	3451	2.174
A	3453	3453	2.174
A	3455	3455	2.174
A	3457	3457	2.174
A	3459	3459	2.174
A	3461	3461	2.174
A	3463	3463	2.174
A	3465	3465	2.174
B	7405	7405	2.174
B	7407	7407	2.174
B	101-B	101-B	2.174
B	102-B	102-B	2.174
B	103-B	103-B	2.174
B	104-B	104-B	2.174
B	105-B	105-B	2.174
B	106-B	106-B	2.174
B	107-B	107-B	2.174
B	108-B	108-B	2.174
B	109-B	109-B	2.174
B	110-B	110-B	2.174
B	111-B	111-B	2.174
B	112-B	112-B	2.174
B	113-B	113-B	2.174
B	114-B	114-B	2.174
C	3501	3501	2.174
C	3503	3503	2.174
C	3505	3505	2.174
C	3507	3507	2.174
C	3509	3509	2.174
C	3511	3511	2.174
C	3513	3513	2.174
C	3515	3515	2.174
C	3517	3517	2.174
D	101-D	101-D	2.174
D	102-D	102-D	2.174
D	103-D	103-D	2.174
D	104-D	104-D	2.174
D	105-D	105-D	2.174
D	106-D	106-D	2.174
D	107-D	107-D	2.174
D	108-D	108-D	2.174
D	109-D	109-D	2.174
D	7407	7407	2.174

SURVEY PLAT

84-1581

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:

This is to certify that we have, on this date, made a careful and accurate survey on the ground of property located on Greystone Drive in the City of Austin, Travis County, Texas, being described as follows: Lot 2 Block "E" of Shadow Park, a subdivision in the city of Austin, Travis County, Texas, according to the map or plat thereof recorded in book 44 at Page 45 of the Plat Record of Travis County, Texas.

SEE EXHIBIT A-1

The undersigned does hereby certify that on this date a survey was made on the ground of the property legally described hereon, and is true and correct to the best of his knowledge and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping improvements, visible utility easements or roadways, except as shown hereon, and that said property has access to and from a dedicated roadway, except as shown hereon. There are no encroachments.

Date: 7-20-73

Chase Baranco Jr.

Chase Baranco Jr.
Registered Professional Engineer

THE PLATS IN THIS EXHIBIT DEPICT THE LOCATION, SIZE, AREA AND NUMBER OF THE APARTMENTS CONTAINED IN "SHADOW OAKS TOWNHOMES".

SHADOW OAKS TOWNHOMES
Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
Being 2.1007 Acres out of Shadow Park, a
Subdivision in the City of Austin, Travis
County, Texas as Recorded in Plat Book 44,
Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
Consulting Engineers

1203 W. 6th St. Austin, Texas
July 11, 1973

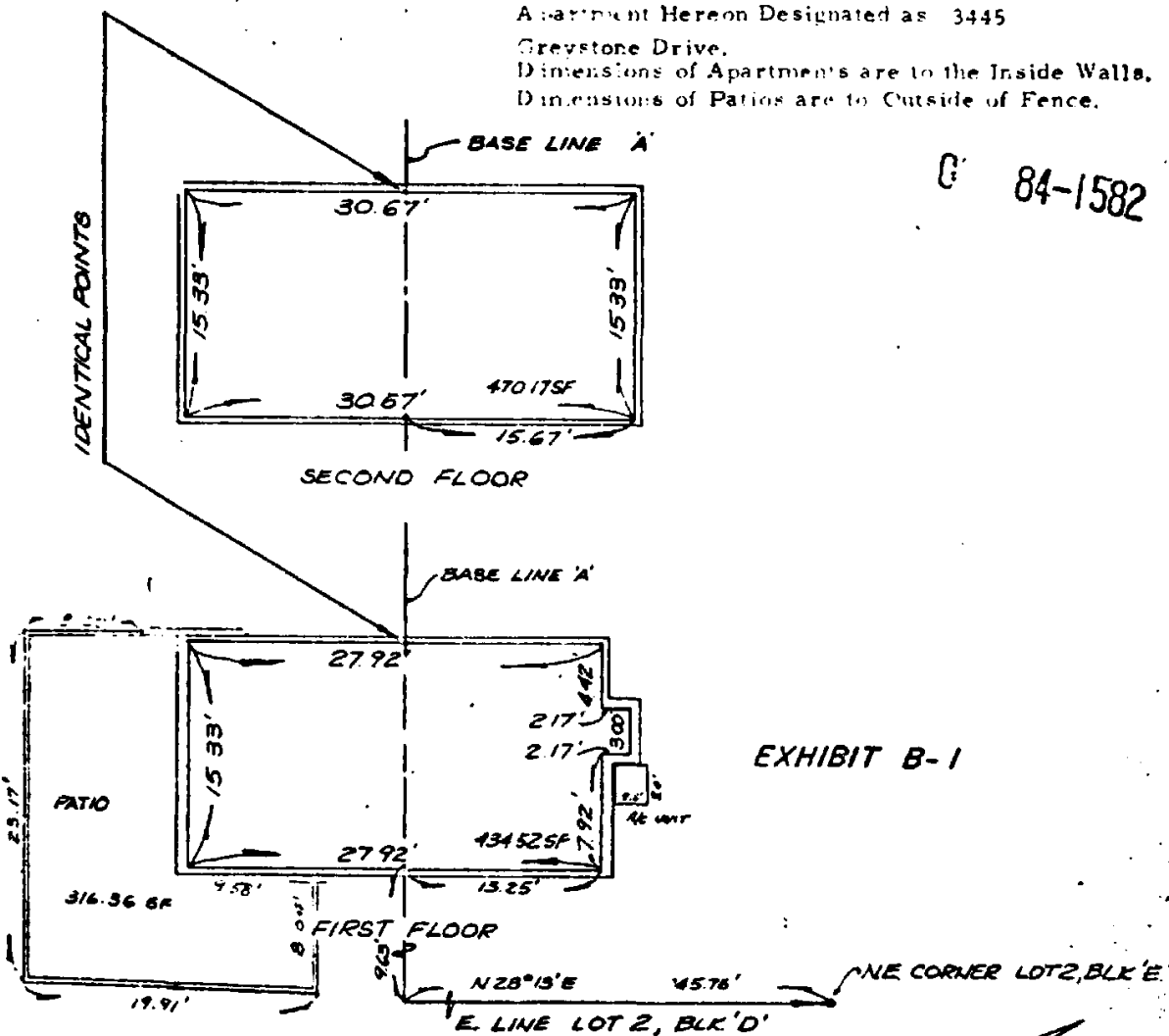
Scale: 1"=10'

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

2 509 EXHIBIT A

Survey Plat: Part of Building A, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 3445
 Greystone Drive.
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.

G 84-1582



Total living area: 904.69 S. F.

	Floor Elev.	Ceiling Elev.
1st	89.75	97.87
2nd	98.72	106.71

SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2,1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records
 TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July, 1973

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

Survey Plat: Part of Building "A", Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 3447

Creststone Drive.
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.

G 84-1583

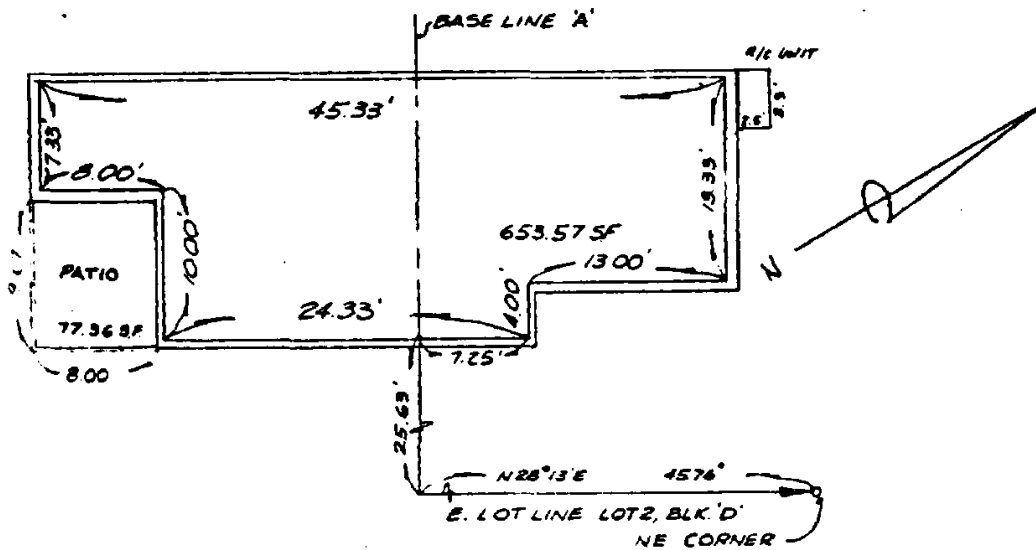


EXHIBIT B-2

Total living area: 612.07 S.F.

Floor Elev.	Ceiling Elev.
90.77	98.89

SHADOW OAKS TOWNHOMES

Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.199 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
 Consulting Engineers

1203 W. 6th St. Austin, Texas
 July 1973

Scale:

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

Survey Plat: Part of Building A showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 3449 Greystone Drive. Dimensions of Apartments are to the inside walls. Dimensions of Patios are to the outside of fence.

84-1584

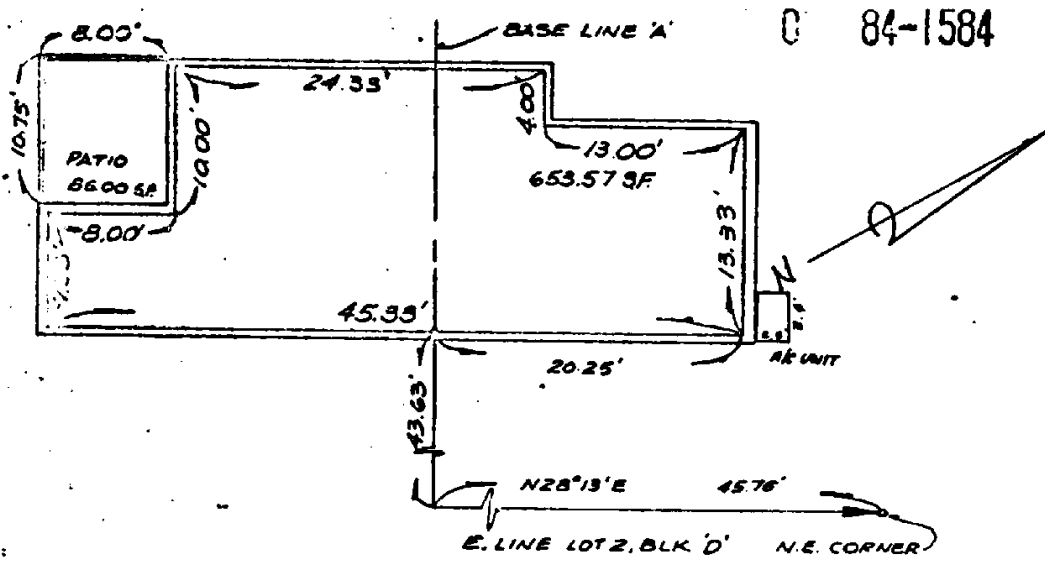


EXHIBIT B-3

Total living area: 663.57 S. F.

Floor Elev.	Ceiling Elev.
90.77	98.89

SHADOW OAKS TOWNHOME
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Oaks
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Book 11, Page
 Page 45 of the Travis County Plat Book

TRAVIS ASSOCIATES
 Consulting Engineers

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

Survey Plat: Part of building A. Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 3451 Grevstone Drive. Dimensions of Apartments are to the Inside Walls. Dimensions of Patios are to Outside of Fence

C 84-1585

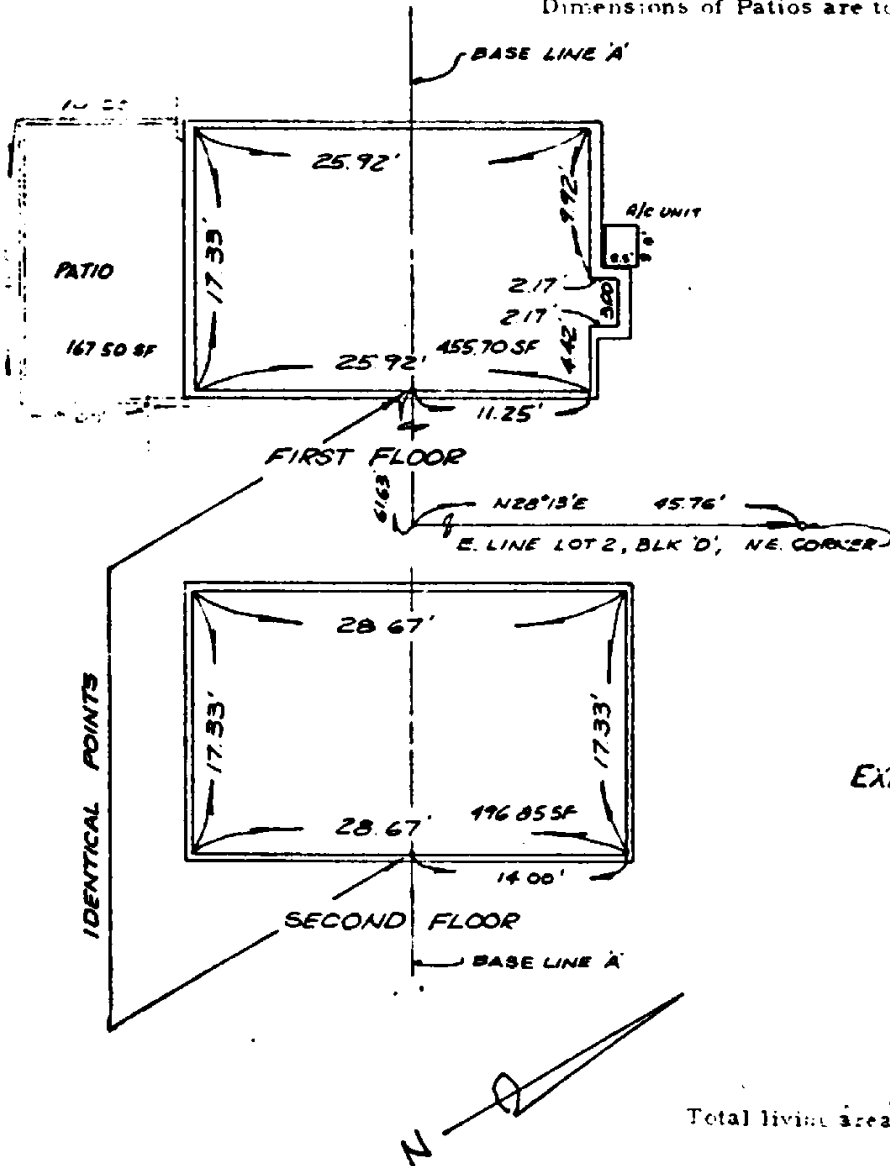


EXHIBIT B-4

Total living area: 652.55 S. F.

	Floor Elev	Ceiling Elev.
1st	92.77	100.89
2nd	101.74	109.86

SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records
 TRAVIS ASSOCIATES

Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July, 1973 Scale: 1"=10'

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

Survey Plat: Part of Building A, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 3453

...stone Drive.
 Dimensions of Apartments are to the Inside Walls
 Dimensions of Patios are to Outside of Fence.

0 84-1586

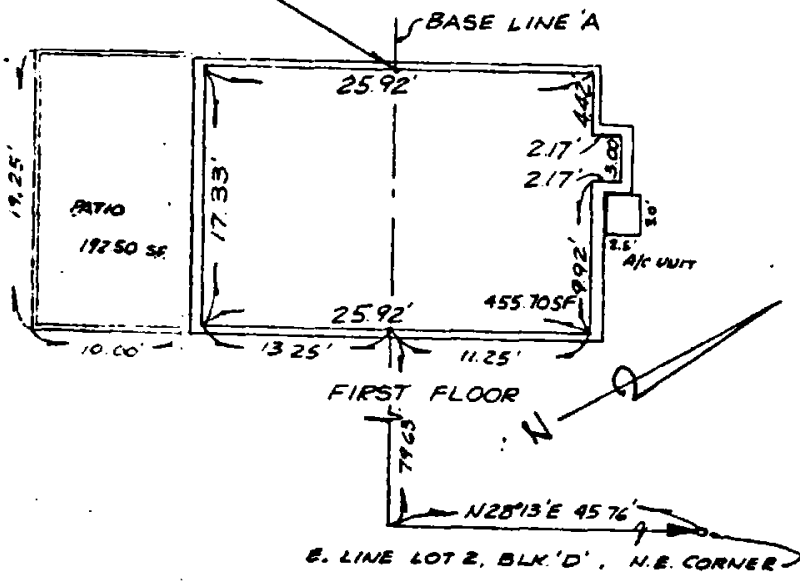
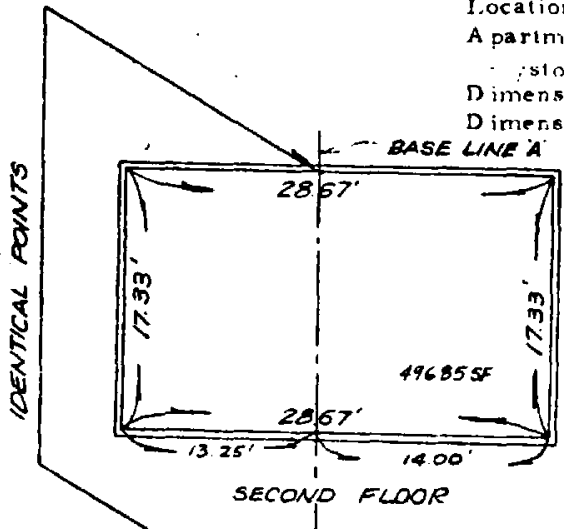


EXHIBIT B-5

Total living area: 952.55 S.F.

	Floor Elev.	Ceiling Elev.
1st	92.72	100.84
2nd	101.69	109.81

SHADOW OAKS TOWNHOMES
 Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
 Consulting Engineers

1203 W. 6th St. Austin, Texas

July, 1973

Scale: 1"=10'

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

Survey Plan Part of ... Showing the
 Location, Square Footage and Dimensions of the
 Apartment Hereon Designated as 3455
 Greystone Drive.
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.

0 84-1587

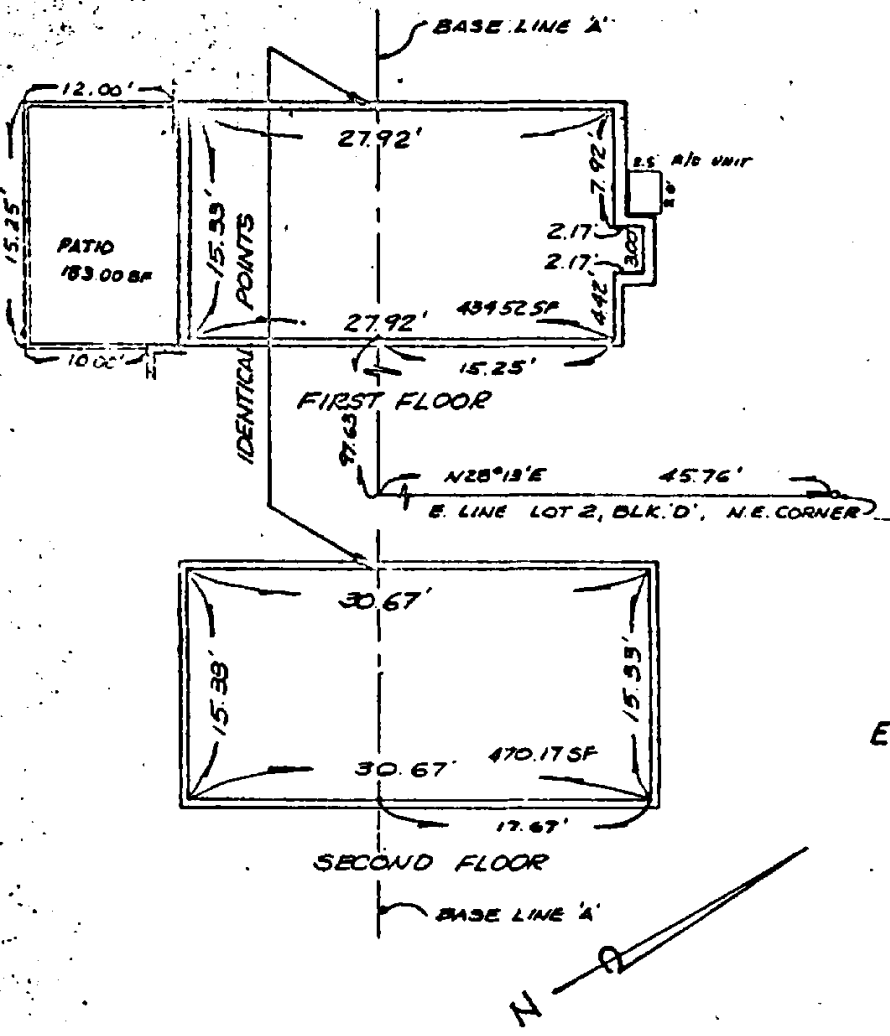


EXHIBIT B-6

Total living area: 904.69 S. F.

	Floor Elev.	Ceiling Elev.
1st	92.82	100.94
2nd	101.79	109.91

SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2,1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records
 TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July, 1973

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

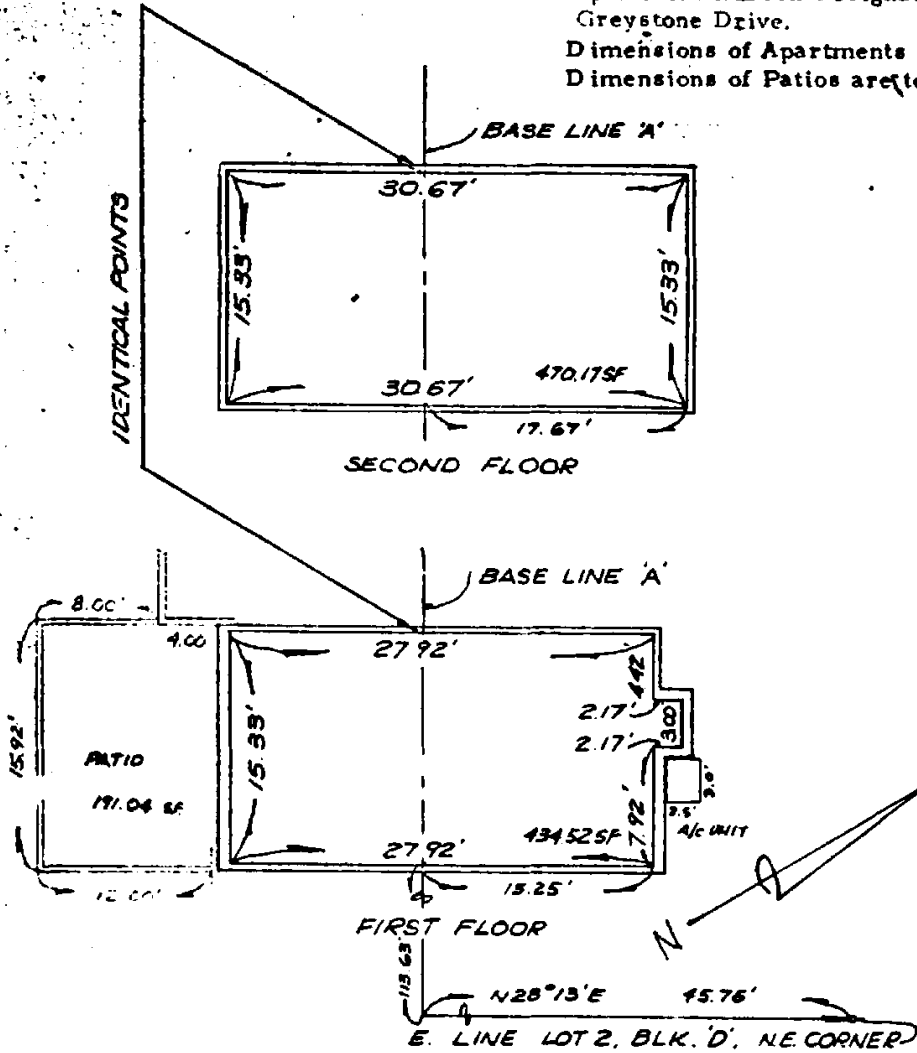
2 515

Scale:

Survey Part: Part of Building A, the
 Location, Square Footage, and Dimensions of the
 Apartment Hereon Designated as 3-17,
 Greystone Drive.

Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.

84-1588



Total Unit Area: 904.69 S. F.

	Floor Elev.	Ceiling Elev.
1st	92.82	100.94
2nd	101.79	109.91

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

2 .516

SHADOW OAKS TOWNHOMES

Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES

Consulting Engineers

1203 W. 6th St. Austin, Texas

July, 1973

Scale: 1"=10'

Survey Plat: Part of Building A. Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 3459 Greystone Drive.

Dimensions of Apartments are to the Inside Walls.
Dimensions of Patios are to Outside of Fence.

84-1589

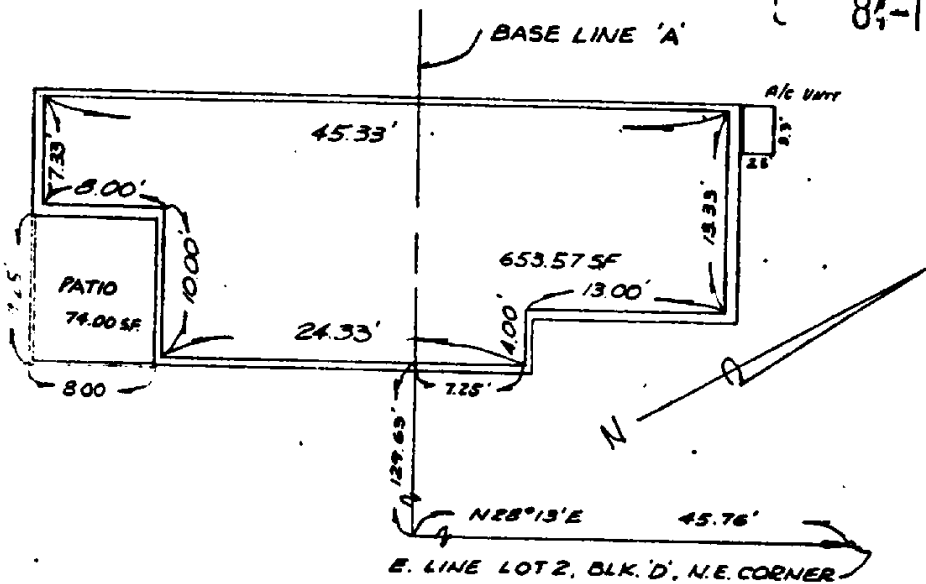


EXHIBIT B-8

Total living area: 653.57 S. F.

Floor Elev.	Ceiling Elev.
93.87	101.99

**SHADOW OAKS TOWNHOMES
Subdivision Plan**

Lot 2, Block "D" and Lot 6, Block "E"
Being 2,1007 Acres out of Shadow Park, a
Subdivision in the City of Austin, Travis
County, Texas as Recorded in Plat Book 44
Page 45 of the Travis County Plat Records

**TRAVIS ASSOCIATES
Consulting Engineers**

1203 W. 6th St. Austin, Texas
July 1973

Scale: 1" = 10'

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

Survey Plat: Part of Building A, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 3461
 Greystone Drive.
 Dimensions of Apartments are to the Inside Walls
 Dimensions of Patios are to Outside of Fence.

84-1590

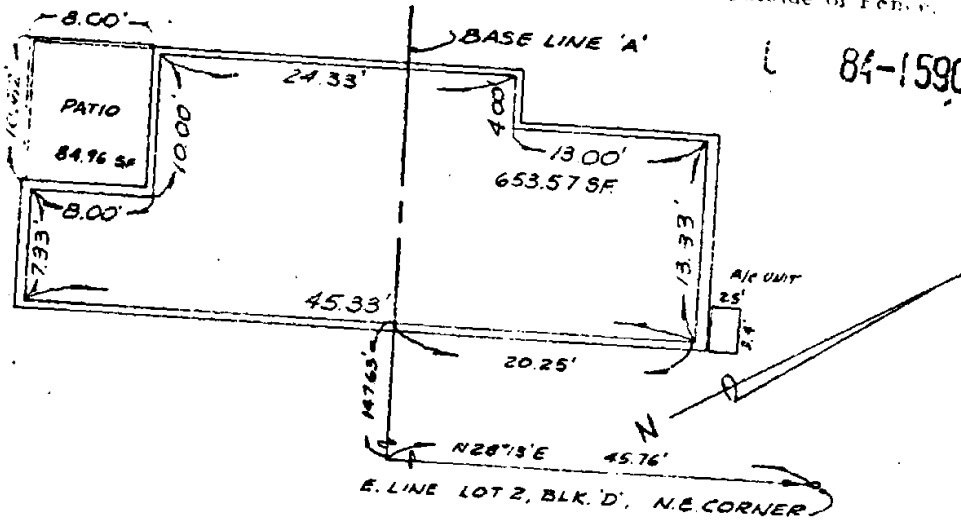


EXHIBIT B-9

Total living area: 653.57 S.F.

Floor Elev.	Ceiling Elev.
93.87	101.99

SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.100 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July, 1973
 Scale 1/8" = 1'-0"

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

2 518

Survey Plat: Part of Building A, Showing the
 Location, Square Footage, and Dimensions of the
 Apartment Hereon Designated as 3463
 Greystone Drive.
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.

81-1591

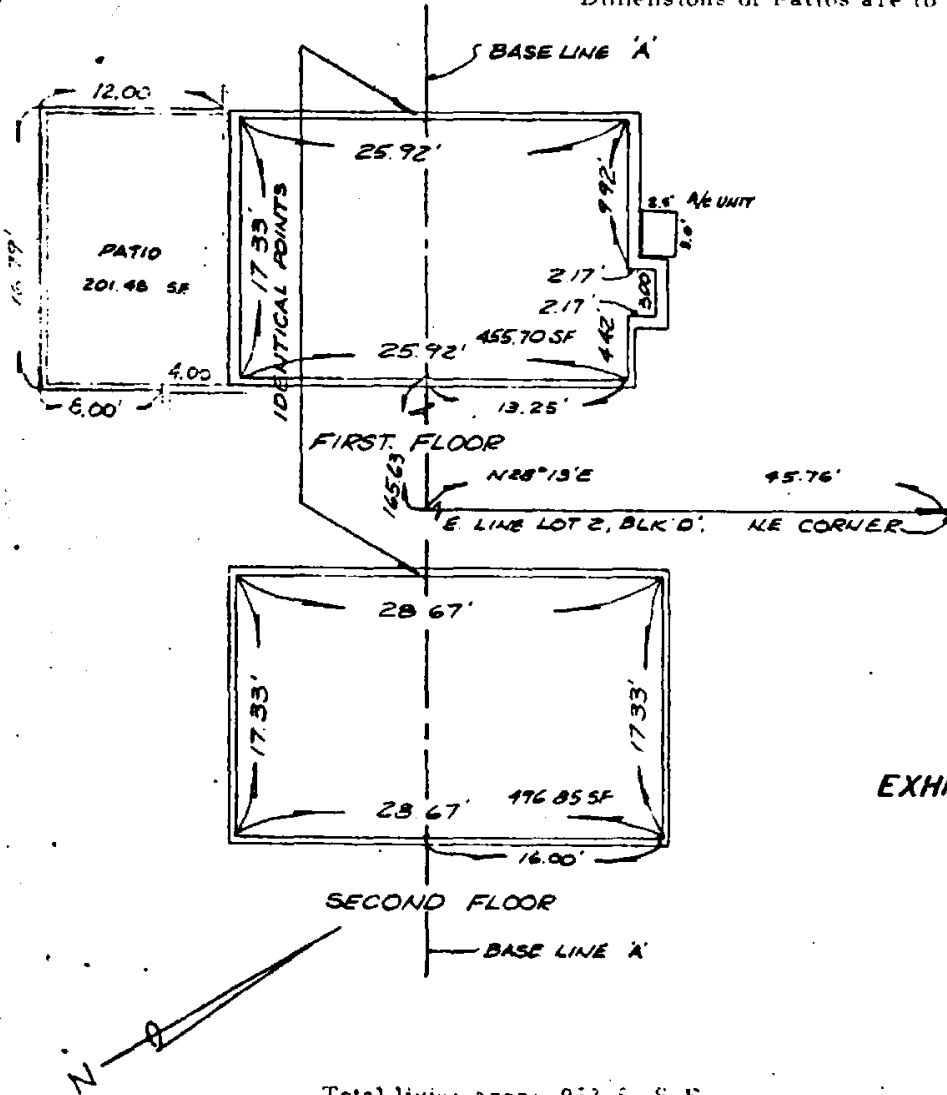


EXHIBIT B-10

Total living area: 952.5 S. F.

	Floor Elev	Ceiling Elev
1st	94.82	102.94
2nd	103.79	111.91

SHADOW OAKS TOWNHOMES

Subdivision Plan

Lot 2, Block "D" and Lot 5, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES

Consulting Engineers

1203 W. 6th St. Austin, Texas

July, 1973

Scale: 1" = 10'

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

2 519

Survey Plat: Part of Building A. Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 3465 Greystone Drive.

Dimensions of Apartments are to the Inside Walls
Dimensions of Patios are to Outside of Fence

84-1592

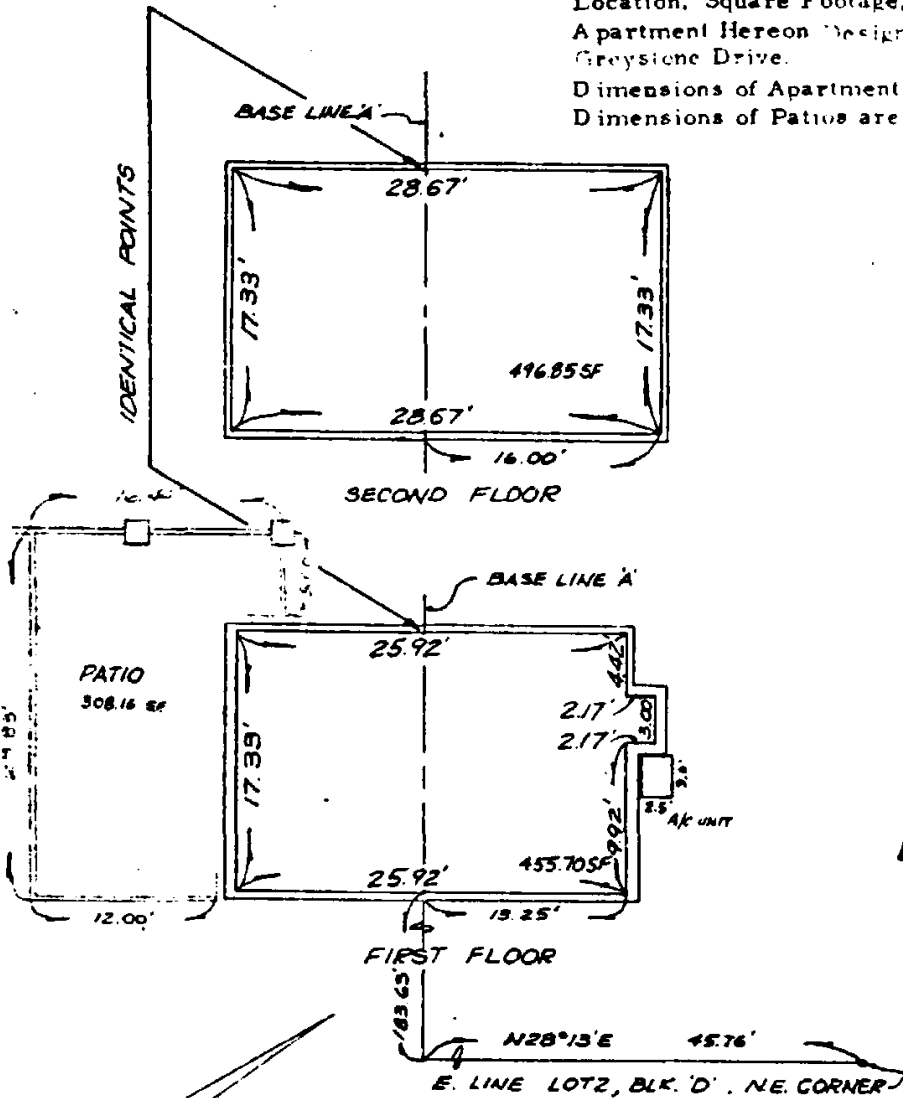


EXHIBIT B-11

Total living area: 952.55 S. F.

	Floor Elev.	Ceiling Elev.
1st	94.82	102.94
2nd	103.79	111.91

SHADOW OAKS TOWNHOMES
Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
Being 2,1007 Acres out of Shadow Park, a
Subdivision in the City of Austin, Travis
County, Texas as Recorded in Plat Book 44
Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
Consulting Engineers

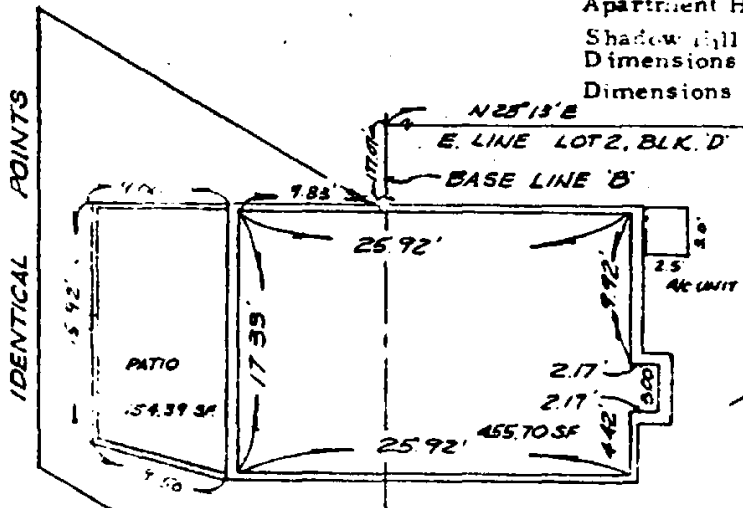
1003 W. 6th St. Austin, Texas

July 11, 1973

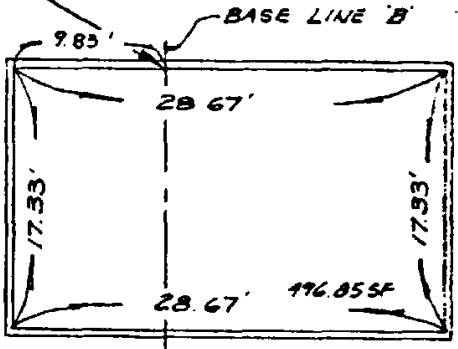
Scale: 1"=10'

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

Survey Plat: Part of Building B, Showing Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7409
 Shadow Hill Drive, Apt. 101.-B
 Dimensions of Apartments are to the Inside Wall.
 Dimensions of Patios are to Outside of Fence.



FIRST FLOOR



SECOND FLOOR

Total living area: 991.75 S.F.

	Floor Elev	Ceiling Elev
1st	97.32	105.44
2nd	106.29	114.41

SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 46,
 Page 45 of the Travis County Plat Records.
 TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July, 1973

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

Exhibit B-13 Part of the subdivision plan shows the location, square footage, and the sides of the Apartment hereinafter designated as 7409 Shadow Hill Drive, Apt. 102.-B. Dimensions of Apartments are to Inside Walls. Dimensions of Patios are to Outside of Fence.

84-1594

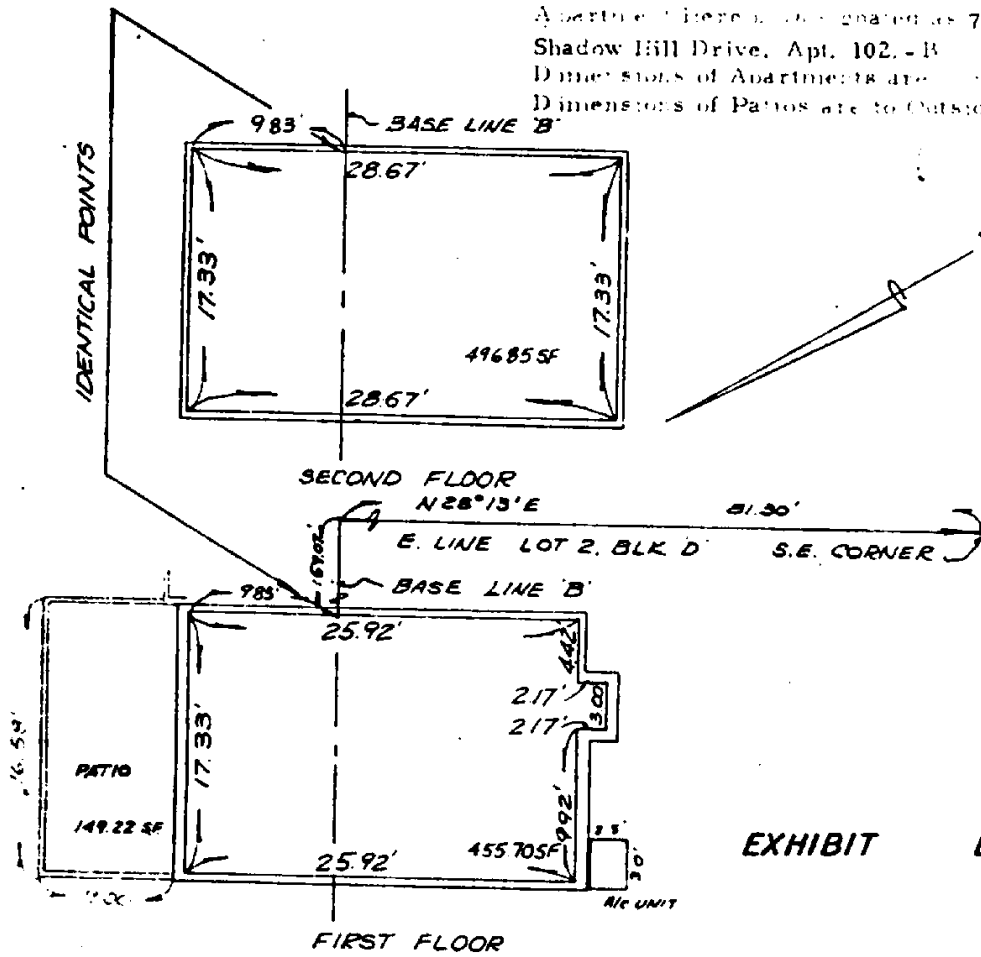


EXHIBIT B-13

Total finished area: 952.55 S.F.

	Floor Elev.	Ceiling Elev.
1st	97.32	105.44
2nd	106.29	114.41

SHADOW OAKS TOWNHOMES

Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Feire 2, 1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 42 of the Travis County Plat Records

TRAVIS ASSOCIATES

Consulting Engineers

1205 W. 11th St., Austin, Texas

Phone 411-1175

Scale 1" = 10'

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

Survey Plat: Part of Building E, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7409 Shadow Hill Drive, Apt. 103-B
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.

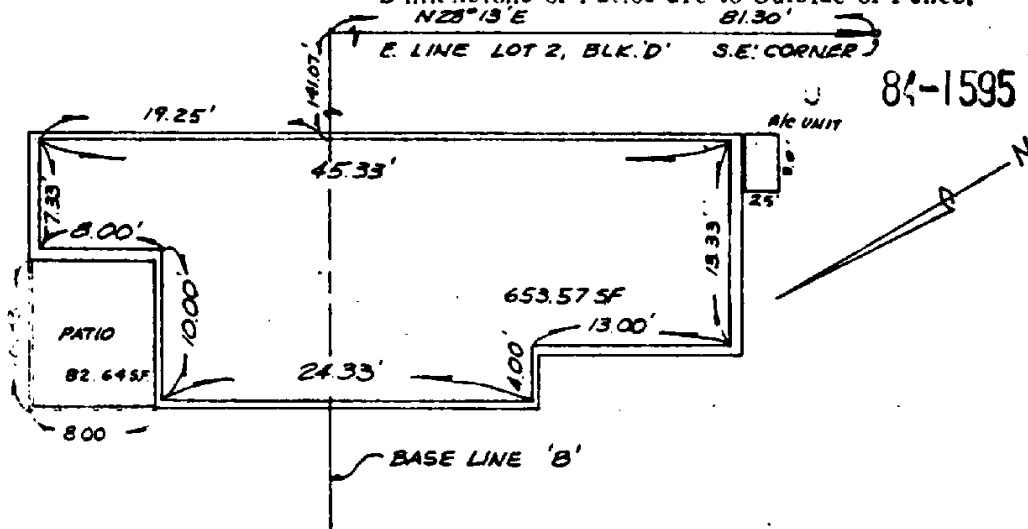


EXHIBIT B-14

Total living area: 653.57 S. F.

Floor Elev.	Ceiling Elev.
96.25	104.57

SHADOW OAKS TOWNHOMES
 Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Being 2,100 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES

Consulting Engineers

1203 W. 6th St. Austin, Texas

July 1973

Scale: 1" = 10'

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

Survey Plat Part of Plat No. 157
 Location, Square Footage, and Dimensions
 Apartment Herein Designated as
 Shadow Oaks Drive, Apt. 104 - 1
 Dimensions of Apartments are to the
 Dimensions of Patios are to Outside of the

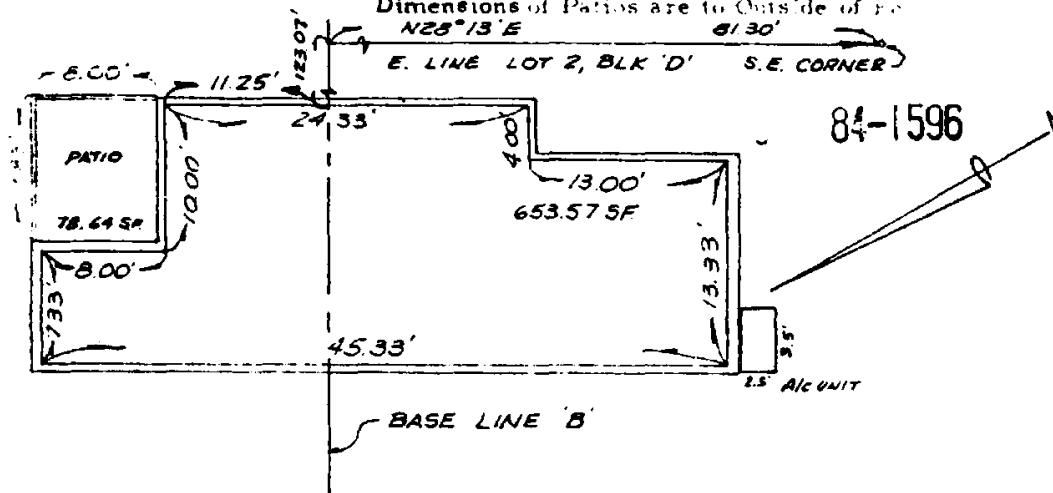


EXHIBIT B-15

Total floor area: 732.27 S.F.

Floor Elev.	Ceiling Elev.
96.25	104.37

SHADOW OAKS TOWNHOME
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "D"
 Being 2,100 Acres out of Shadow Oaks
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
 Consulting Engineers

1201 W. 6th St. Austin, Texas
 July 1, 1973

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

Survey Plat: Part of Building B, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7409

Shadow Hill Drive, Apt. 105.-B
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.

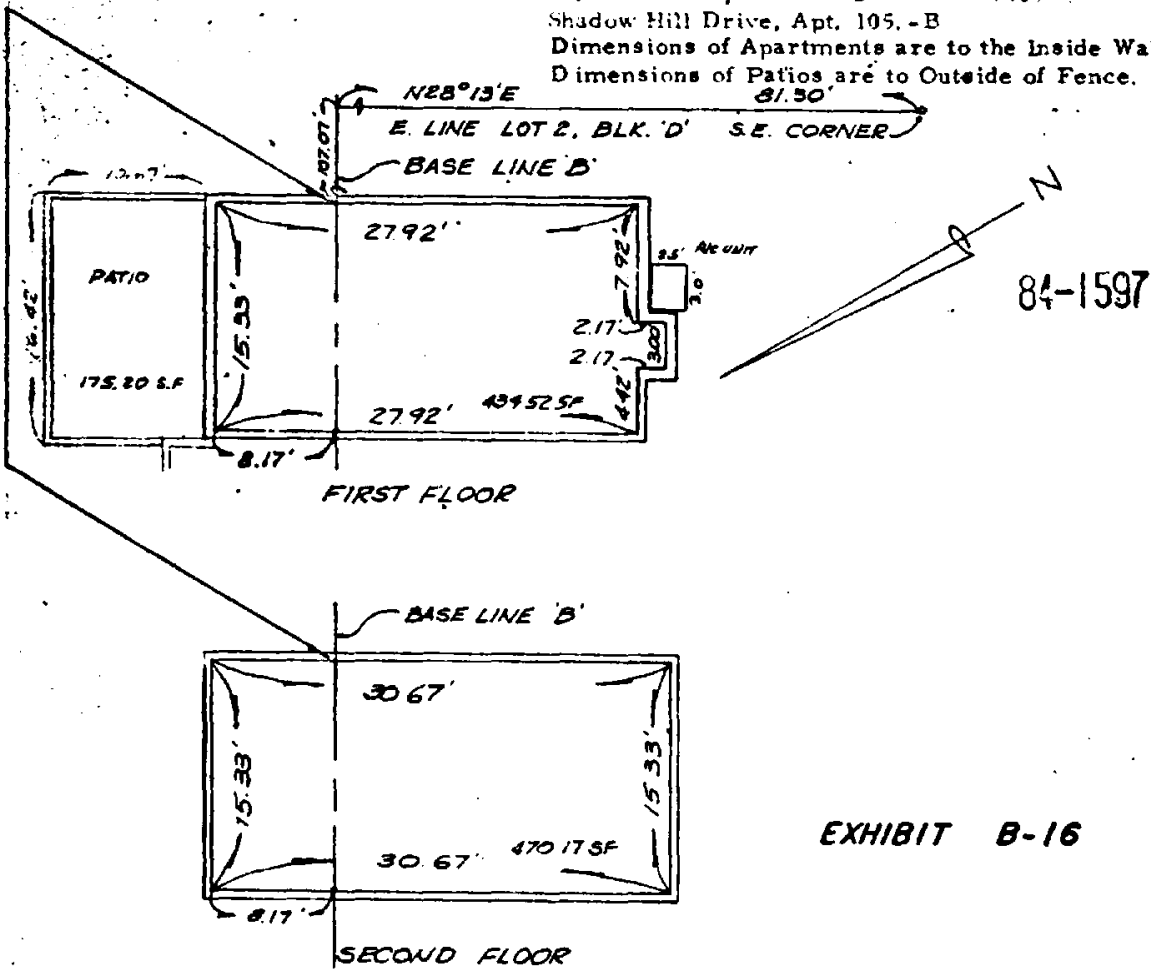


EXHIBIT B-16

Total living area: 904.69 S. F.

	Floor Elev	Ceiling Elev
1st	96.27	104.39
2nd	105.24	113.36

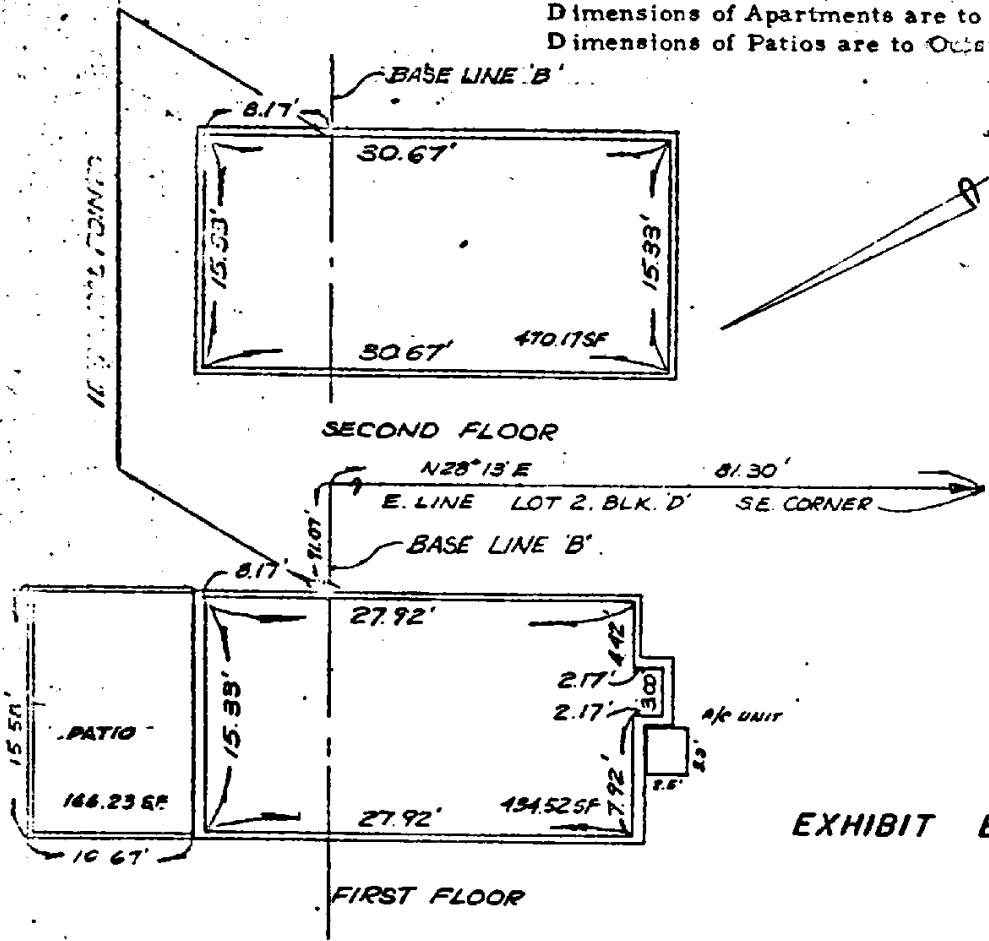
SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.00 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records
 TRAVIS ASSOCIATES

Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July 1, 1973 Scale:

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

2 525

Survey Plat: Part of Block B, showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7409 Shadow Hill Drive, Apt. 106-B. Dimensions of Apartments are to the Inside Walls. Dimensions of Patios are to Outside of Fence.



84-1598

EXHIBIT B-17

Total living area: 901.69 S. F.

	Floor Elev.	Ceiling Elev.
1st	96.27	104.39
2nd	105.24	113.36

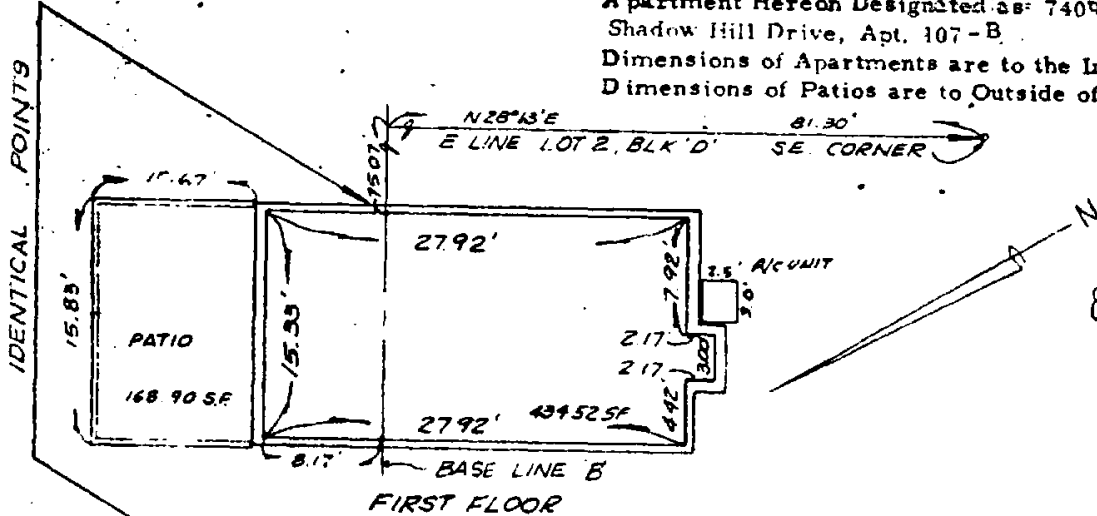
SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park.
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book #4,
 Page 45 of the Travis County Plat Records.
 TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July, 1973

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

2 526

Scale: 1/4" = 10'

Survey Plat: Part of Building B, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as: 7409
 Shadow Hill Drive, Apt. 107-B.
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.



84-1599

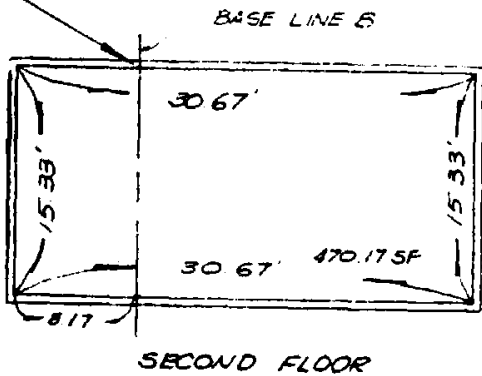


EXHIBIT B-18

Total Area: 940.17 SF

	Floor Elev.	Ceiling Elev.
1st	96.27	104.39
2nd	105.24	113.36

SHADOW OAKS TOWNHOMES
 Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1067 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES

Consulting Engineers

1203 W. 4th St. Austin, Texas

July, 1973

Scale: 1" = 11'

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

2 527

of the
 Apartment hereon.
 Shadow Hill Drive, Apt. 1600.
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.

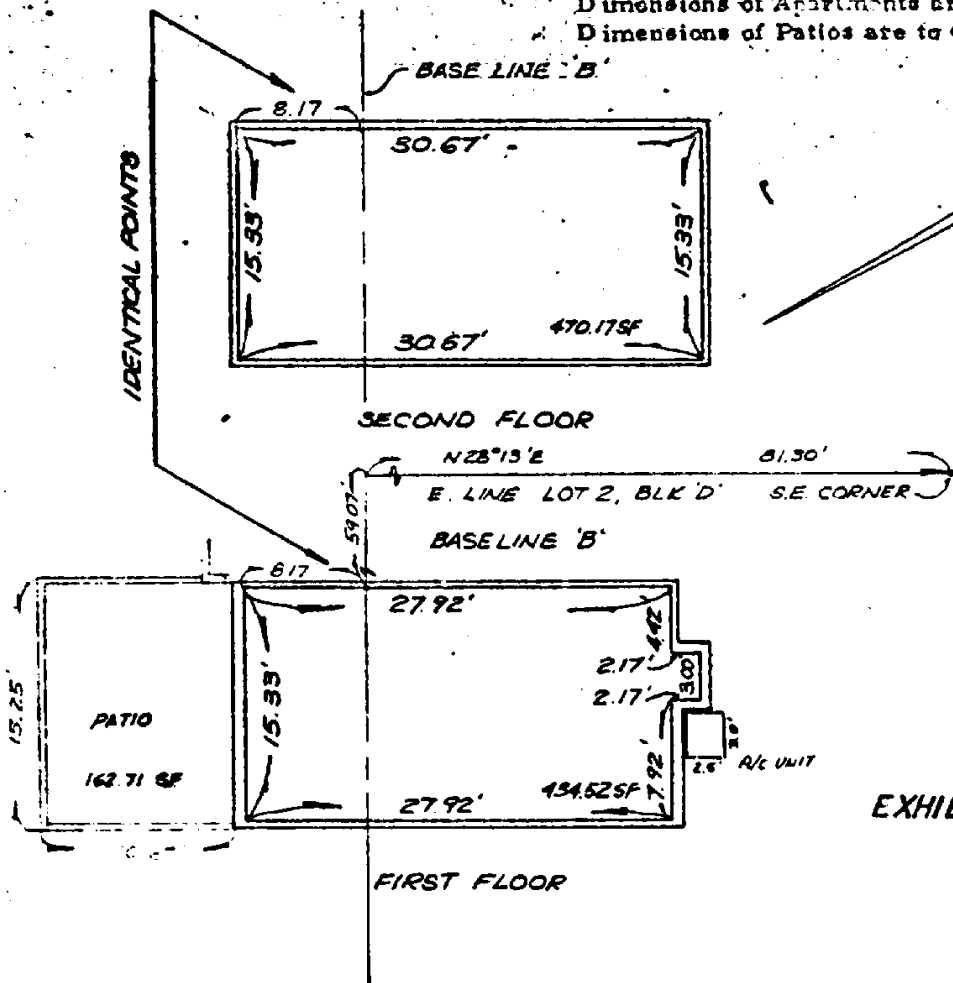


EXHIBIT B-19

Total living area 904.69 S.F.

	Floor Elev.	Ceiling Elev.
1st	96.27	104.39
2nd	105.24	113.36

SHADOW OAKS TOWNHOMES
 Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
 Consulting Engineers

1203 W. 6th St. Austin, Texas

July, 1973

Scale: 1"=10'

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

2 528

Survey Plat: Part of Lot 2, Block "D", showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated 7409 Shadow Hill Drive, Apt. 109.-B. Dimensions of Apartments are to the Inside Walls. Dimensions of Patios are to Outside of Fence.

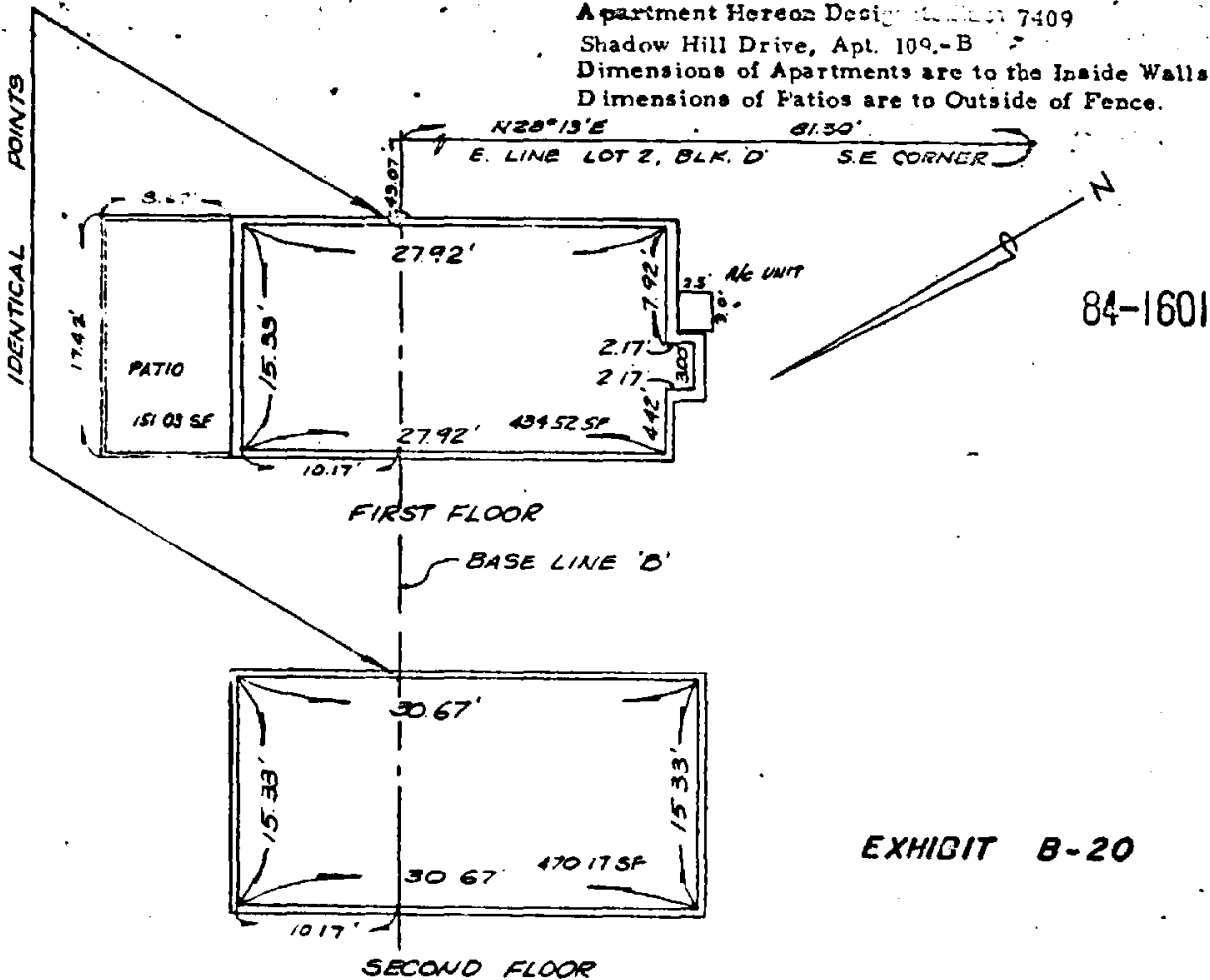


EXHIBIT B-20

Total living area: 904.69 S. F.

	Floor Elev.	Ceiling Elev.
1st	94.65	102.77
2nd	103.62	111.74

SHADOW OAKS TOWNHOMES
Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
Being 2,100.7 Acres out of Shadow Park, a
Subdivision in the City of Austin, Travis
County, Texas as Recorded in Plat Book 44,
Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES

Consulting Engineers

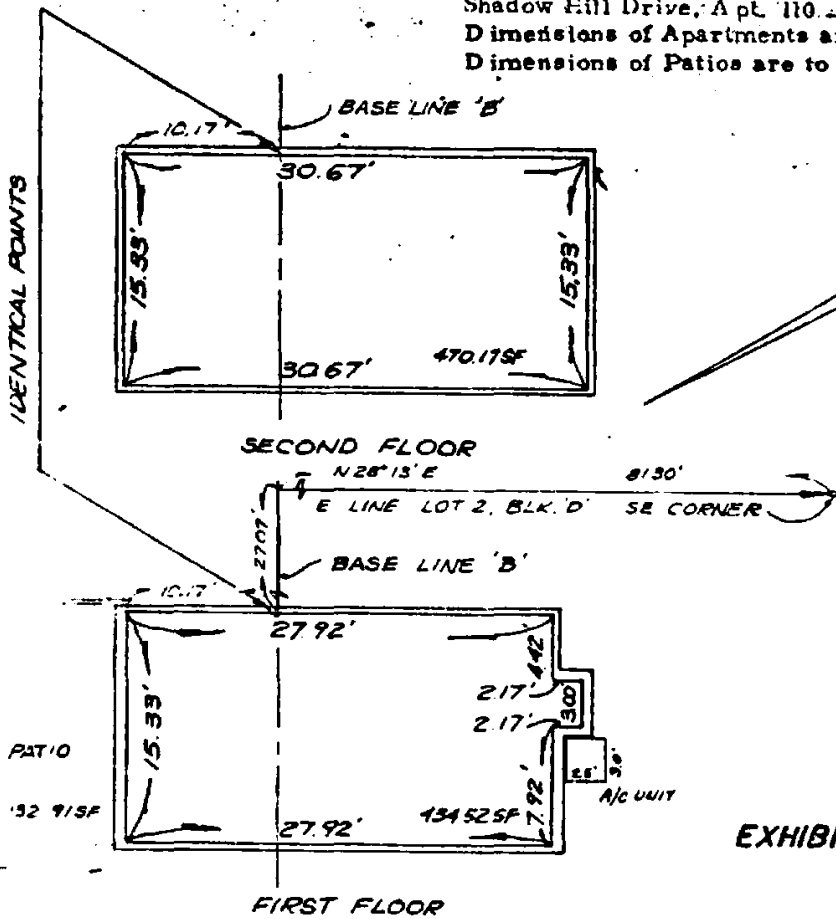
1203 W. 6th St. Austin, Texas

July, 1973

Scale: 1/4" = 1'-0"

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

Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7409 Shadow Hill Drive, Apt. 110.2B. Dimensions of Apartments are to the Inside Walls. Dimensions of Patios are to Outside of Fence.



84-1602

EXHIBIT B-21

Total living area: 904.69 S. F.

	Floor Elev.	Ceiling Elev.
1st	94.65	102.77
2nd	103.62	111.74

SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records
 TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July, 1973
 Scale: 1"=10'

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

Survey Plat: Part of Building B, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7409

Shadow Hill Drive, Apt. 111-B
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.

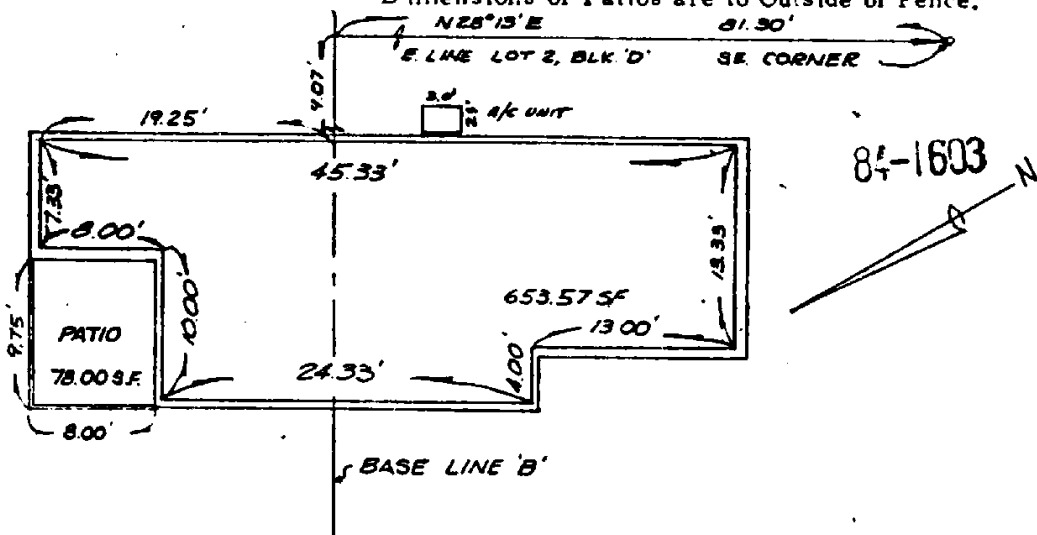


EXHIBIT B-22

Total living area: 653.57 S. F.

Floor Elev.	Ceiling Elev.
94.65	102.77

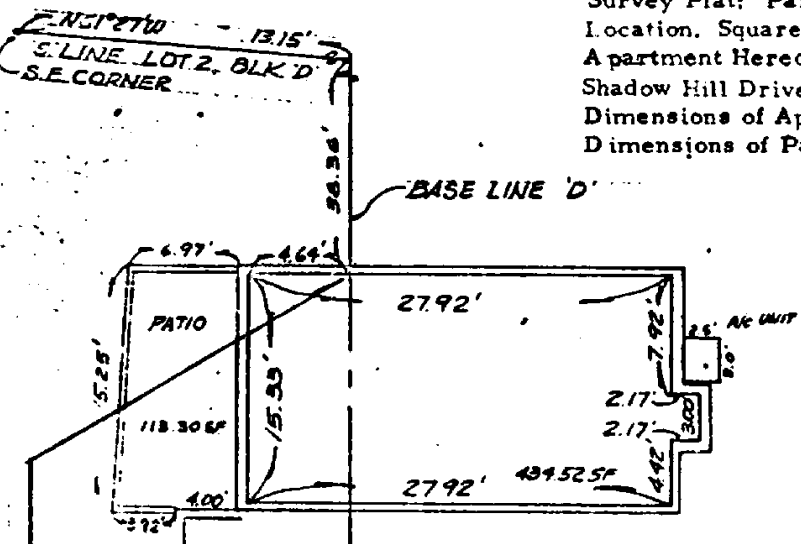
SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July .1973 Scale: 1/10'

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

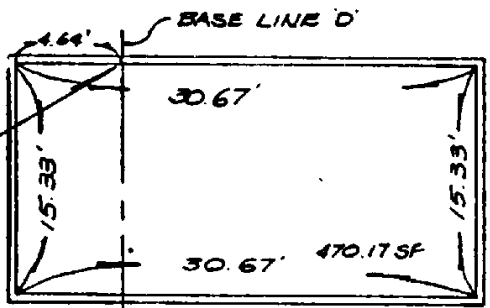
Survey Plat: Part of Building B, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as: 7409 Shadow Hill Drive, Apt. 112. - B... Dimensions of Apartments are to the Inside Walls. Dimensions of Patios are to Outside of Fence.

84-1604



FIRST FLOOR

IDENTICAL POINTS



SECOND FLOOR

EXHIBIT B-23

Total living area: 904.69 S.F.

	Floor Elev.	Ceiling Elev.
1st	93.74	101.86
2nd	102.71	110.83

SHADOW OAKS TOWNHOMES
Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E" Being 2,1007 Acres out of Shadow Park, a Subdivision in the City of Austin, Travis County, Texas as Recorded in Plat Book 44, Page 45 of the Travis County Plat Records. TRAVIS ASSOCIATES.

Consulting Engineers
1203 W. 6th St. Austin, Texas
July, 1973

Scale: 1"=10'

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

Survey Plat: Part of Building B, showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7409 Shadow Hill Drive, Apt. 113.-B
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.

84-1605

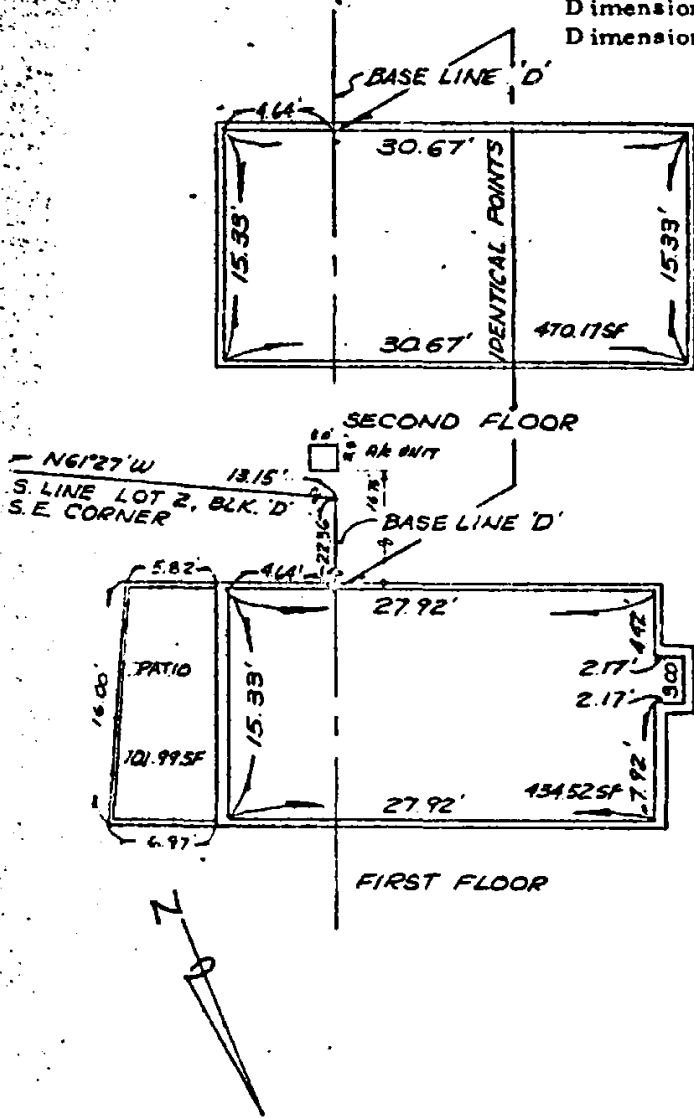


EXHIBIT B-24

Total living area: 904.69 S. F.

	Floor Elev.	Ceiling Elev.
1st	93.74	101.86
2nd	102.71	110.83

SHADOW OAKS TOWNHOMES
 Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Being 2,1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
 Consulting Engineers

1203 W. 6th St. Austin, Texas

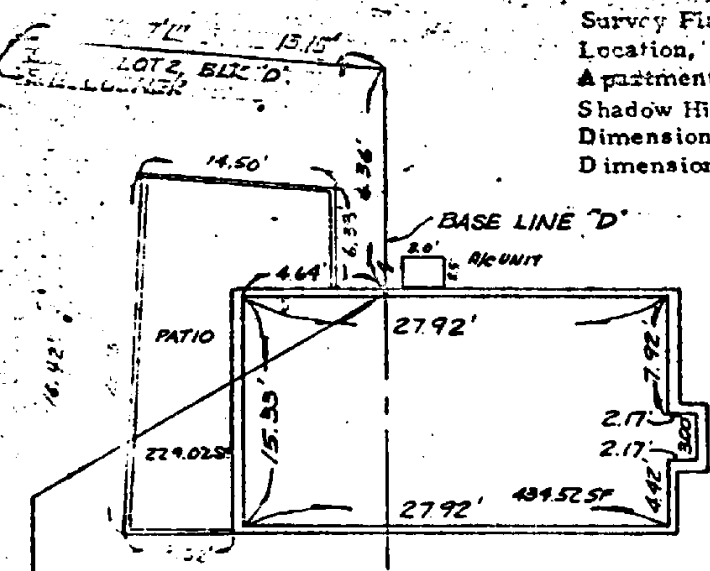
July, 1973

Scale: 1"=10'

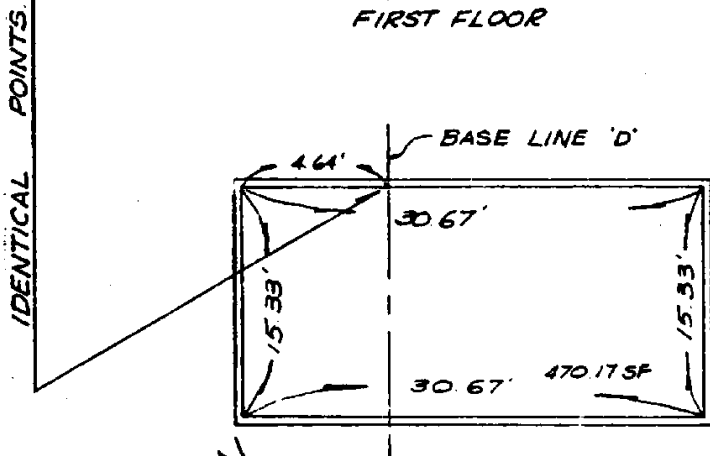
RECORDERS MEMORANDUM
 ALL OR PARTS OF THE TEXT ON THIS PAGE
 WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDED

Survey Plat: Part of
 Location, Square F
 Apartment Hereon Design
 Shadow Hill Drive, Apt. 114-B
 Dimensions of Apartments are to the Inside Walls,
 Dimensions of Patios are to Outside of Fence.

84-1606



FIRST FLOOR



SECOND FLOOR

EXHIBIT B-25

Total area: 904.69 S. F.

	Floor Elev.	Ceiling Elev.
1st	93 74	101 86
2nd	102 71	110 83

SHADOW OAKS TOWNHOMES
 Subdivision Plan

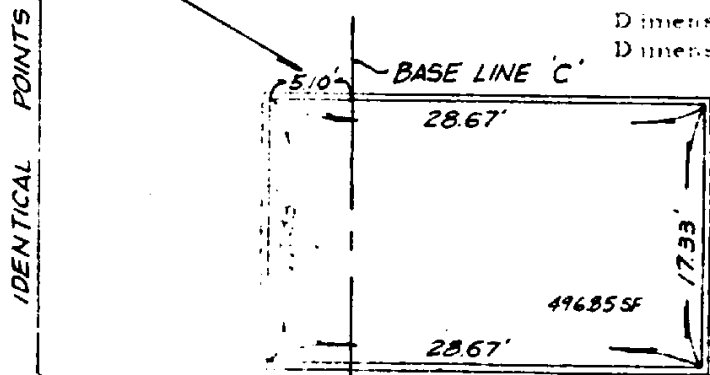
Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records
 TRAVIS ASSOCIATES

Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July, 1973

Scale: 1/10"

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

Survey Plat: Part of Building E, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7407 Shadow Hill Drive. Dimensions of Apartments are to the Inside Walls. Dimensions of Patios are to Outside of Fence.



84-1607

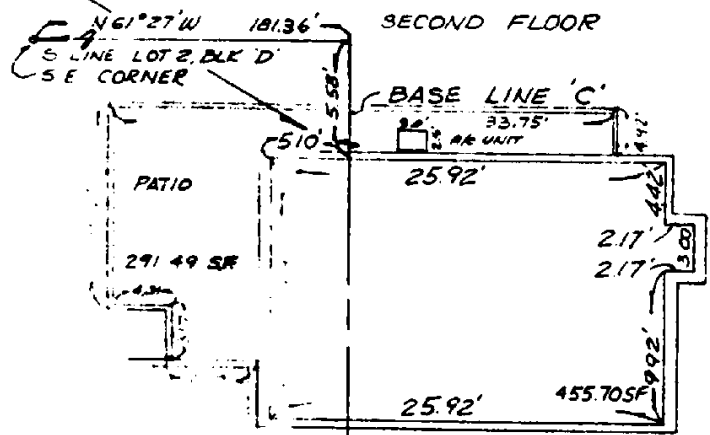


EXHIBIT B-26



Total living area = 952.55 sq. ft.

Floor Elev.	ceiling Elev.
96.51	104.53
105.48	113.50

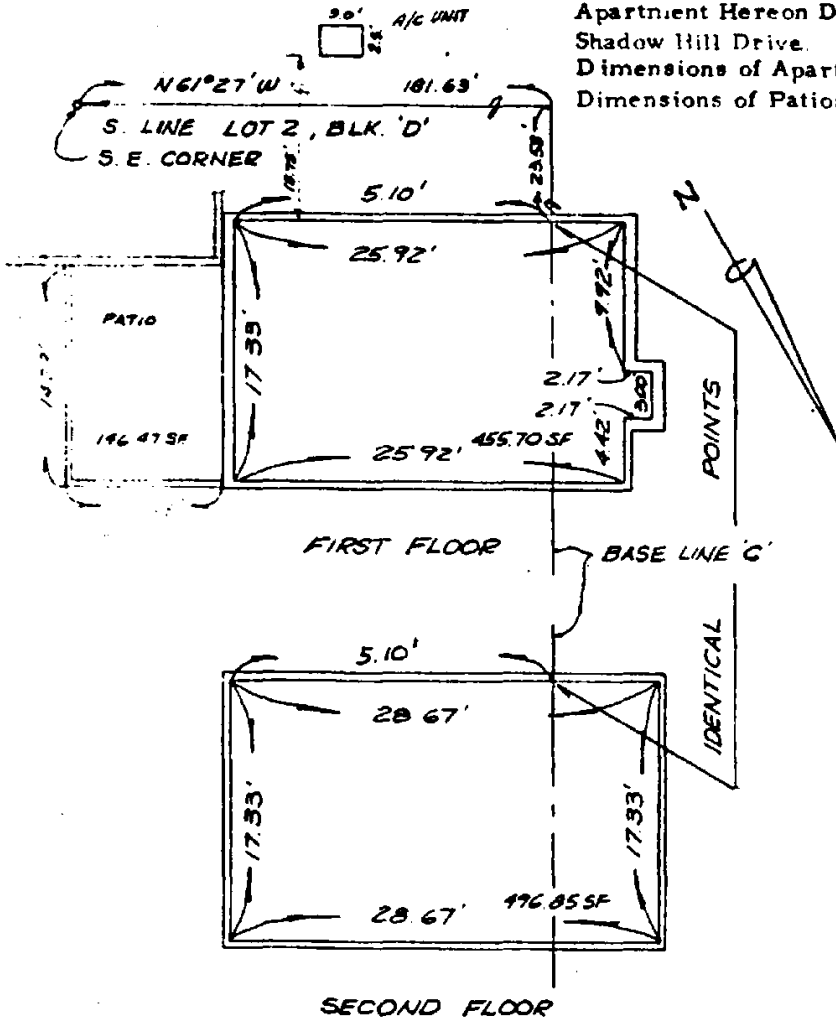
SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2,100± Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44
 Page 45 of the Travis County Plat Records
TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July, 1973

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

2 - 535

Scale: 1"=10'

Survey Plat: Part of Building B, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7407 Shadow Hill Drive. Dimensions of Apartments are to the Inside Walls. Dimensions of Patios are to Outside of Fence.



84-1608

EXHIBIT B-27

Total living area: 992.55 S. F.

	Floor Elev.	Ceiling Elev.
1st	96.51	104.53
2nd	105.48	113.50

SHADOW OAKS TOWNHOMES

Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E" Being 2,1007 Acres out of Shadow Park, a Subdivision in the City of Austin, Travis County, Texas as Recorded in Plat Book 44, Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES

Consulting Engineers

1203 W. 6th St. Austin, Texas

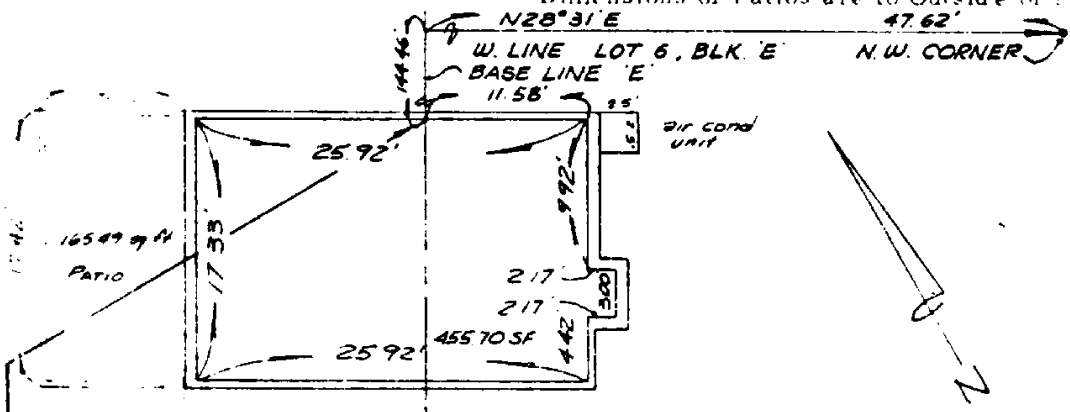
July, 1973

Scale: 1/10'

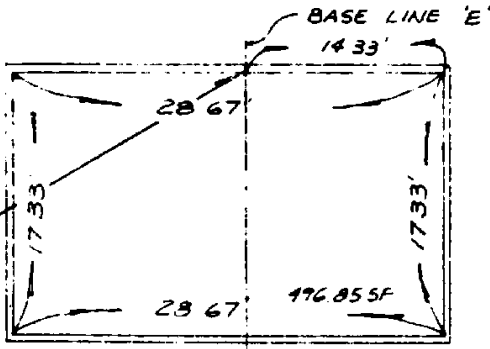
RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY REPRODUCTION

2 536

Same Part: Part of Building (), Showing
 Location, Square Footage, and Dimensions of the
 Apartment Hereon Designated as (350)
 Troystone Drive
 Dimensions of Apartments are to the Inside of Walls,
 Dimensions of Patios are to Outside of Building



FIRST FLOOR



SECOND FLOOR

84-1609

EXHIBIT B-28

IDENTICAL UNITS

	Floor Elev.	Ceiling Elev.
1st	97.11	105.23
2nd	106.08	114.20

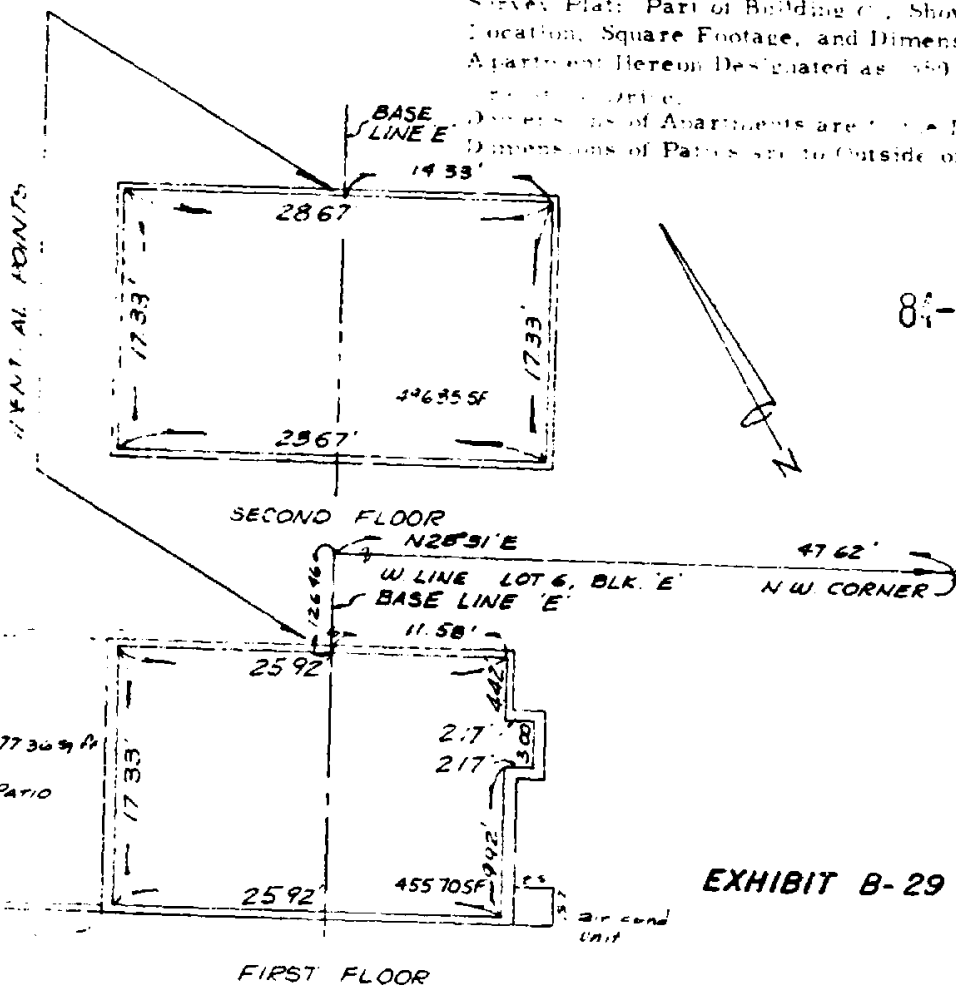
SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.100 Acres out of Shadow Oaks
 Subdivision in the City of Austin,
 Travis County, Texas as Recorded in Plat No. 44,
 Page 45 of the Travis County Plat Book
TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July 1975

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

2 537

Survey Plat: Part of Building C, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 4503

Dimensions of Apartments are to the Inside Walls
 Dimensions of Patios are to Outside of Fence.



84-1610

EXHIBIT B-29

Area	Area
97.11	105.23
106.08	114.20

SHADOW PARK TOWN HOMES
 Subdivision Plat
 Lot 2, Block D and Lot 3, Block E
 Total 2.100 Acres out of Shadow Park, a
 subdivision of 10.00 Acres of Austin, Travis
 County, Texas as recorded in Plat Book 44
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 5th St. Austin, Texas
 July 1, 1973 Scale: 1" = 10'

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

Survey Plat Part of Building 1, Showing the Location, Square Footage, and Dimensions of the Apartment Herein Designated as 84-1611

Dimensions of Apartments are to the Inside Walls. Dimensions of Patios are to Outside of Fence.

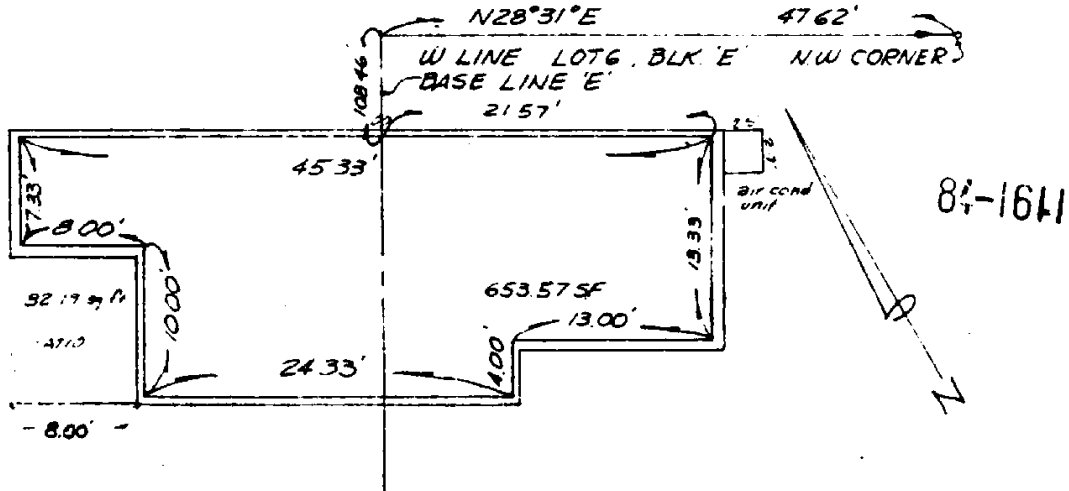


EXHIBIT B-30

Floor Elev.	Ceiling Elev.
97.11	105.23

SHADOW OAKS TOWNHOMES

Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Being 1.19 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES

Consulting Engineers

1201 W. 6th St. Austin, Texas

July 1973

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

Survey Plat: Part of Building C, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 3507

Greystone Drive.

Dimensions of Apartments are to the Inside Walls.

Dimensions of Patios are to Outside of Fence.

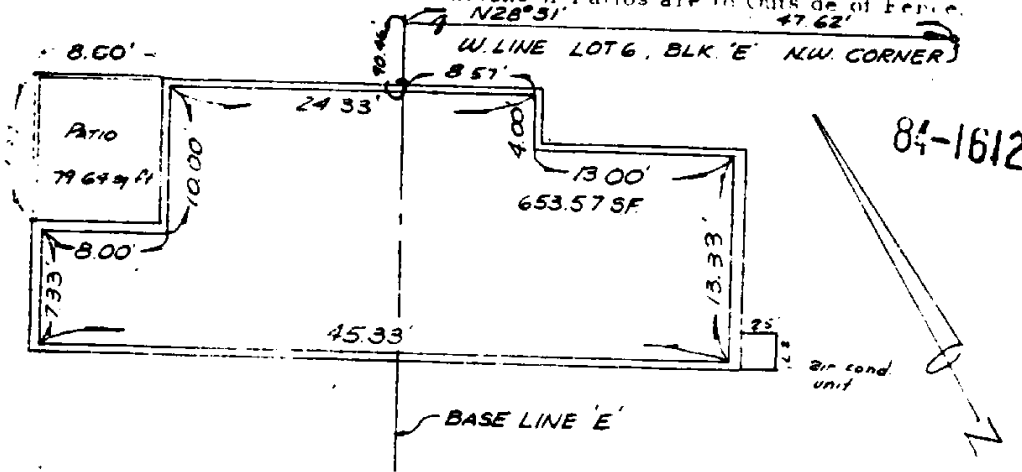


EXHIBIT B-31

Total Area

Floor Elev.	ceiling Elev.
97 11	105 23

**SHADOW OAKS TOWNHOMES
Subdivision Plan**

Lot 2, Block "D" and Lot 6, Block "E"
Being 2.100 Acres out of Shadow Park, a
Subdivision in the City of Austin, Travis
County, Texas as Recorded in Plat Book 44,
Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
Consulting Engineers

1203 W. 4th St. Austin, Texas
July, 1973

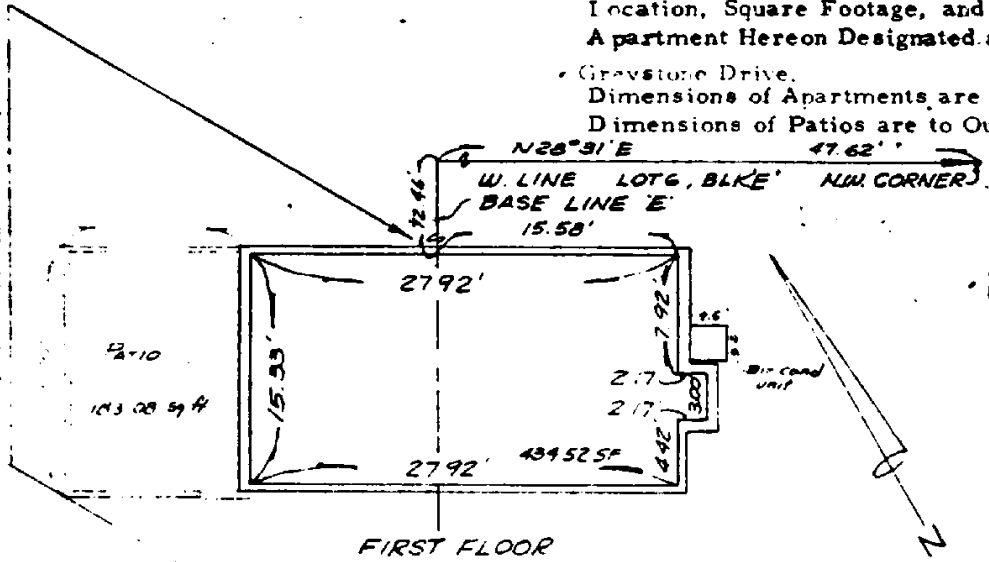
Scale: 1" = 10'

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

Survey Plat: Part of Building C, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 3509

Grevstone Drive.
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.

IDENTICAL POINTS



84-1613

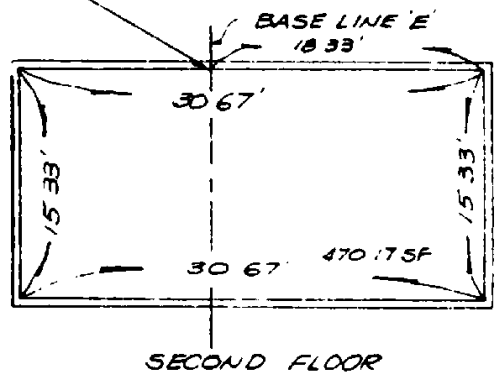


EXHIBIT B-32

	Floor Elev.	Ceiling Elev.
1st	97.11	105.23
2nd	106.08	114.20

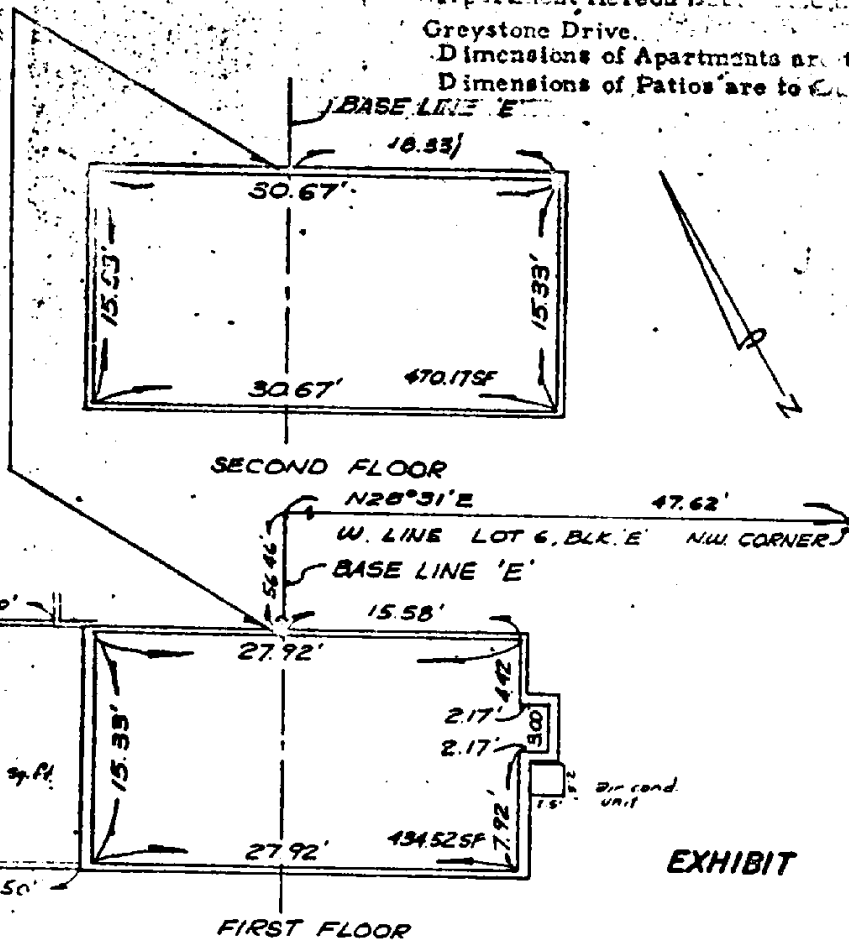
SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.100 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44
 Page 45 of the Travis County Plat Records
 TRAVIS ASSOCIATES

Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July 1, 1973
 Scale: 1/4" = 1'-0"

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

2 541

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100



84-1614

EXHIBIT B-33

Total living area: 90,490. SF.

	Floor Elev.	Ceiling Elev.
1st	97.11	105.25
2nd	106.08	114.20

SHADOW OAKS TOWNHOMES
 Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
 Consulting Engineers

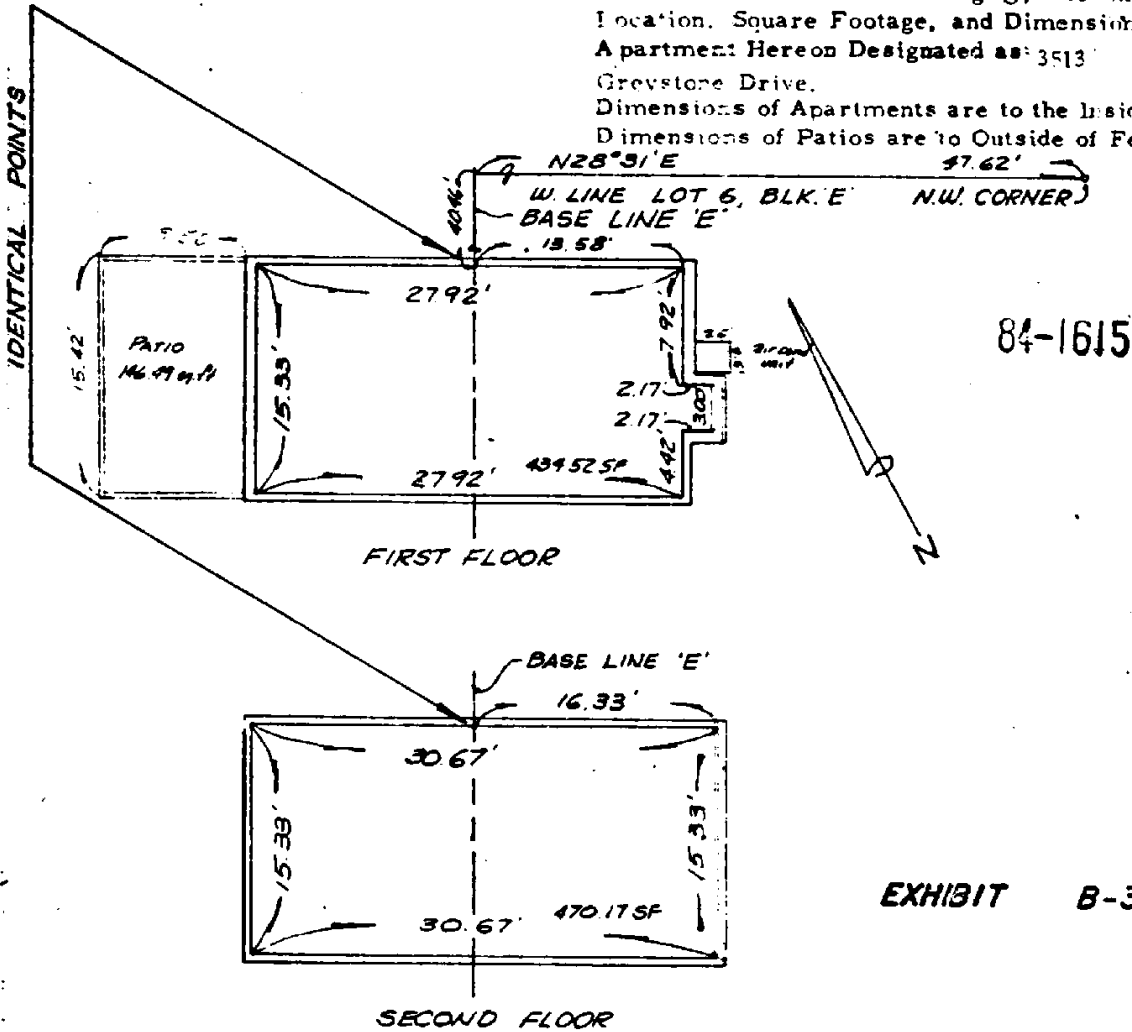
1203 W. 6th St. Austin, Texas:

July, 1973

Scale: 1" = 10'

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

Survey Plat: Part of Building C, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as: 3513
 Greystone Drive.
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence



Total Living Area: 904,98 S.F.

	Floor Elev.	Ceiling Elev.
1st	98 13	106 25
2nd	107 10	115 22

SHADOW OAKS TOWNHOMES

Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Being 2,100.7 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES

Consulting Engineers

1203 W. 6th St. Austin, Texas

July, 1973

Scale: 1"=10'

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

Survey Plat: Part of Block C, ...
 Location, Square Footage, and ...
 Apartment Hereon Designated as 3515
 Greystone Drive.
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.

84-1616

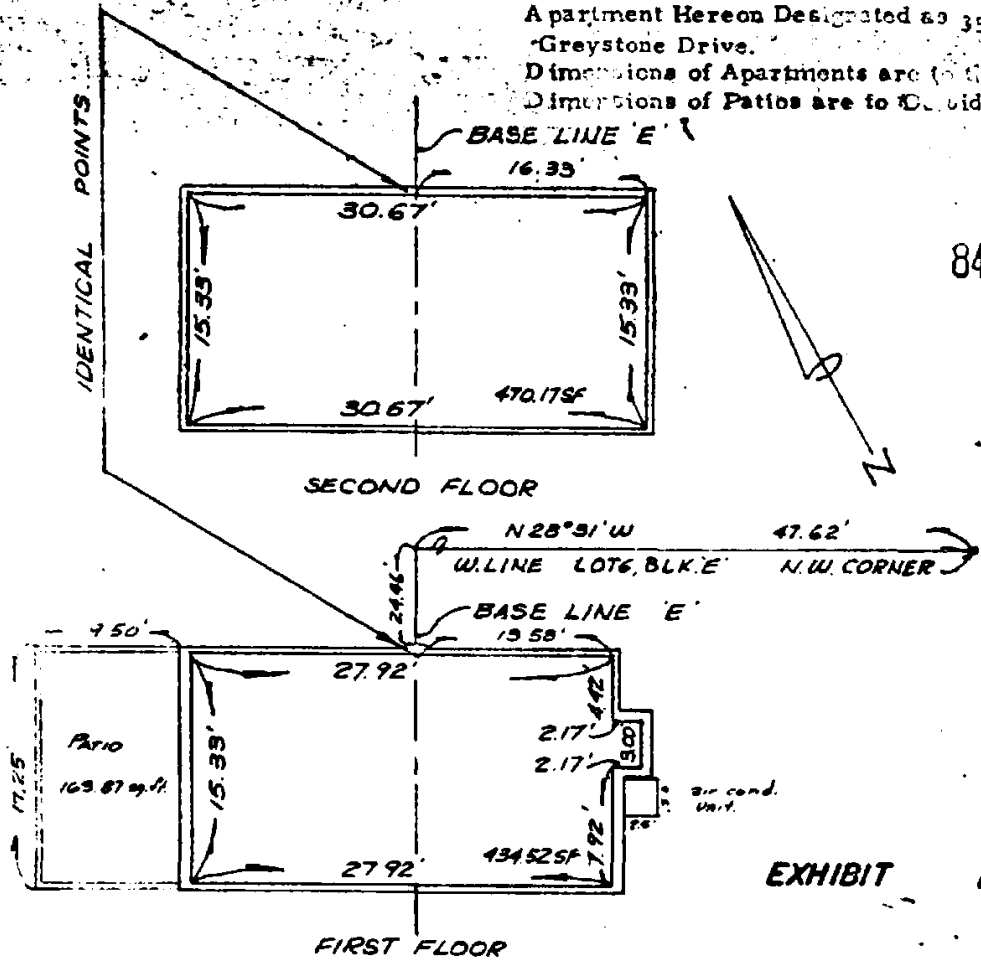


EXHIBIT B-35

Total living area: 904.69 S.F.

	Floor Elev.	Ceiling Elev.
1st	98.13'	106.25'
2nd	107.10'	115.22'

SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas

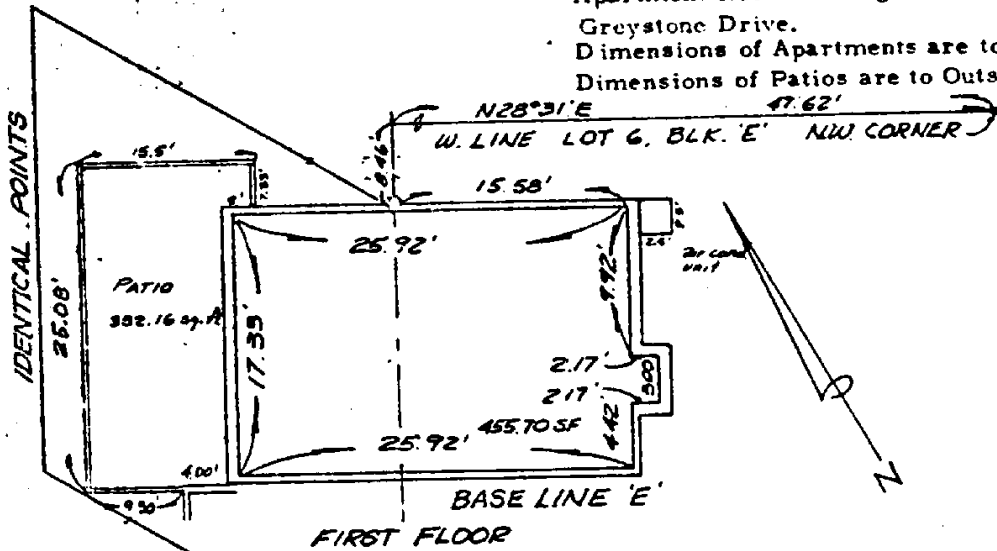
July, 1973

Scale: 1" = 10'

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

Survey Plat: Part of Building C, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 3517 Greystone Drive.

Dimensions of Apartments are to the Inside Walls. Dimensions of Patios are to Outside of Fence.



84-1617

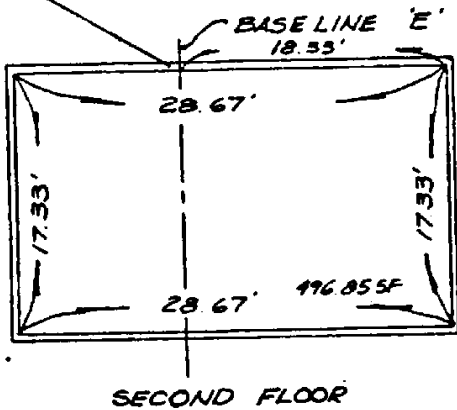


EXHIBIT B-36

Total living area: 952.55 S. F.

	Floor Elev.	Ceiling Elev.
1st	100.13	108.25
2nd	109.10	117.22

SHADOW OAKS TOWNHOMES
Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
Being 2.107 Acres out of Shadow Park, a
Subdivision in the City of Austin, Travis
County, Texas as Recorded in Plat book 44
Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES

Consulting Engineers

1203 W. 6th St. Austin, Texas

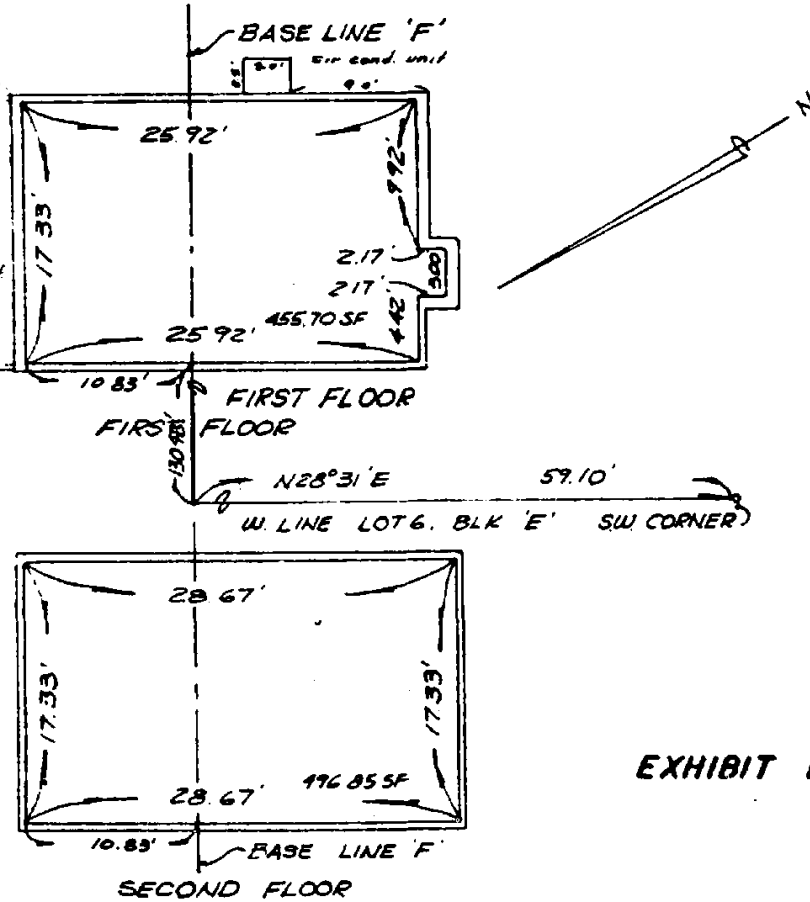
July, 1973

Scale: 1"=10'

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

2 545

Survey Plat: Part of Building D, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7406
 Shadow Hill Drive, Apt. 101. -D
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.



84-1618

EXHIBIT B-37

Total living area: 652.55 S.F.

	Floor Elev.	Ceiling Elev.
1st	96.46	104.58
2nd	105.43	113.55

SHADOW OAKS TOWNHOMES
 Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES

Consulting Engineers

1203 W. 6th St. Austin, Texas

July, 1975

Scale: 1" = 10'

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

2 546

Survey Plat: Part of Building Plat
 Location, Square Footage, and Dimensions of
 Apartment Hereon Designated as 7406
 Shadow Hill Drive, Apt. 102, - D
 Dimensions of Apartments are to the Inside Walls
 Dimensions of Patios are to Outside of Fence.

84-1619

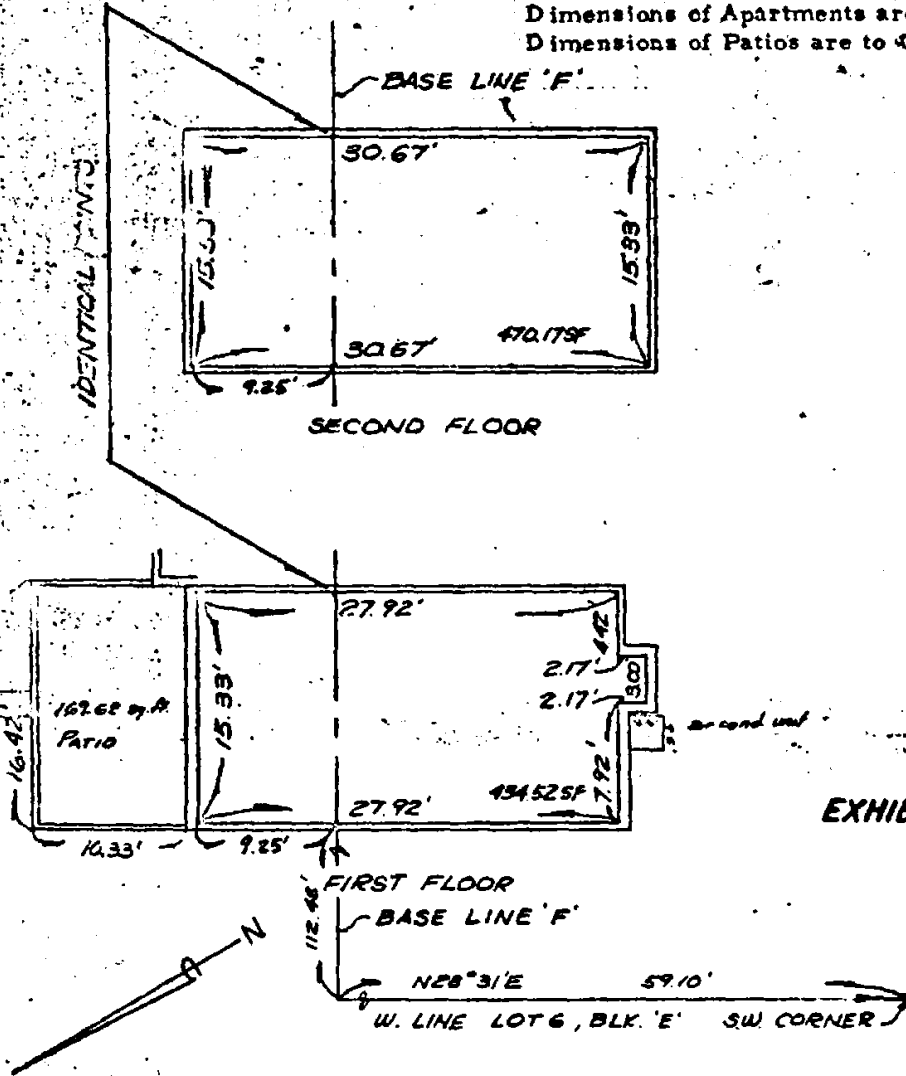


EXHIBIT B-38

Total living area: 904.69 S. F.

	Floor Elev.	Ceiling Elev.
1st	96 49	102 61
2nd	105 46	113 58

SHADOW OAKS TOWNHOMES
 Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.100 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
 Consulting Engineers

1203 W. 6th St. Austin, Texas

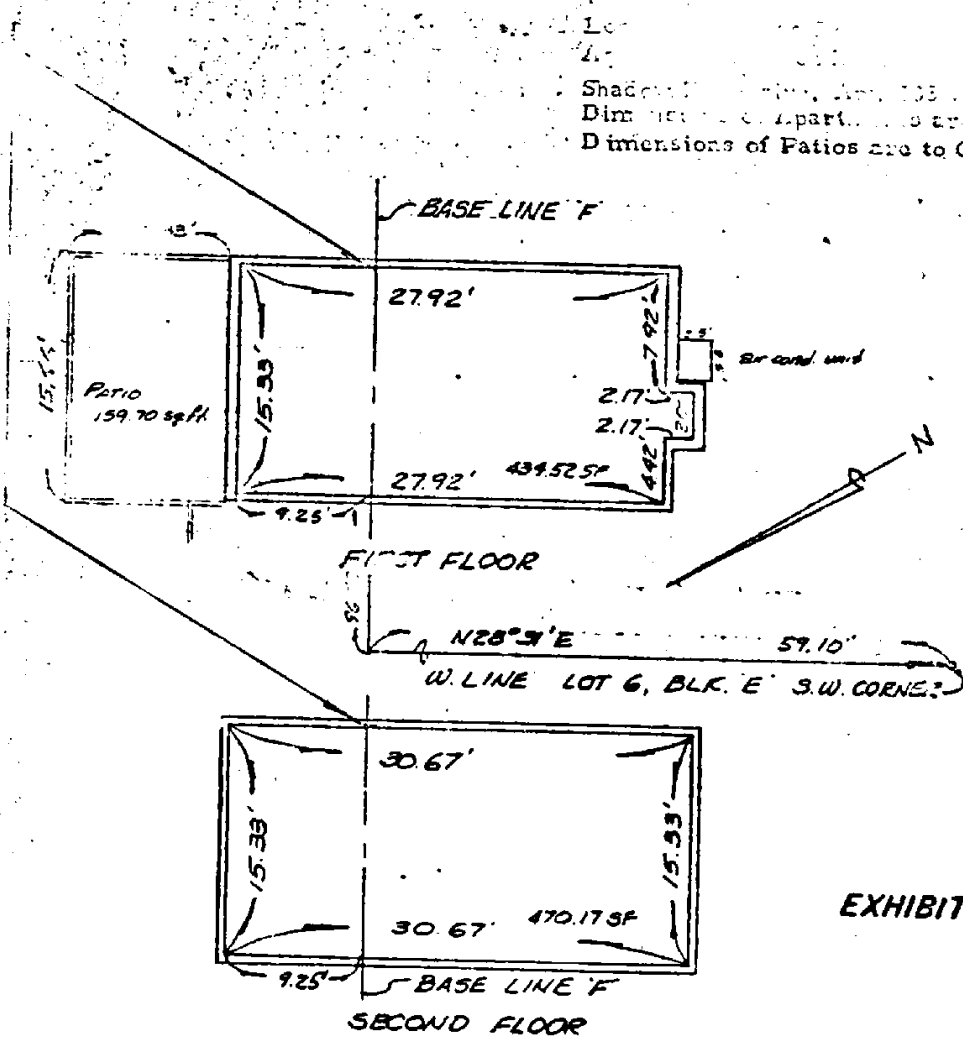
July, 1973

Scale: 1/10"

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

2 547

Shadow Oaks, Subdiv. Plan, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



84-1620

EXHIBIT B-39

Total living area: 909.69 S.F.

	Floor Elev.	Ceiling Elev.
1st	96.48	104.60
2nd	105.45	113.57

SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 42,
 Page 45 of the Travis County Plat Records
 TRAVIS ASSOCIATES

Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July, 1973

Scale: 1/10

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

2 548

Survey Plat: Part of Building D, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7400

Shadow Hill Drive, Apt. 104 - D

Dimensions of Apartments are to the Inside Walls.
Dimensions of Patios are to Outside of Fence.

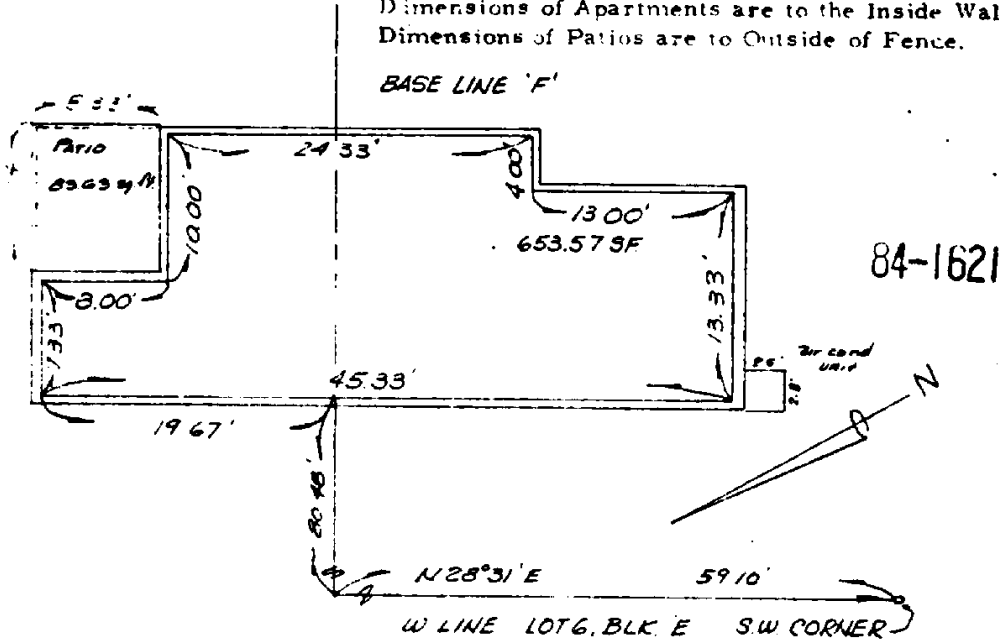


EXHIBIT B-40

Total Area: 7400 sq. ft.

Floor Elev.	Ceiling Elev.
96.50	104.62

**SHADOW OAKS TOWNHOMES
Subdivision Plan**

Lot 2, Block "D" and Lot 6, Block "E"
Being .100 Acres out of Shadow Park, a
Subdivision in the City of Austin, Travis
County, Texas as Recorded in Plat Book 44,
Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
Consulting Engineers

1203 W. 6th St. Austin, Texas
July, 1973

Scale: 1" = 10'

RECORDING MEMORANDUM
ALL OR PARTS OF THIS PLAT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDING

Survey Plan Part of Building 17, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 84-1622
 501 West 21 Drive, Apt. 201-27
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.

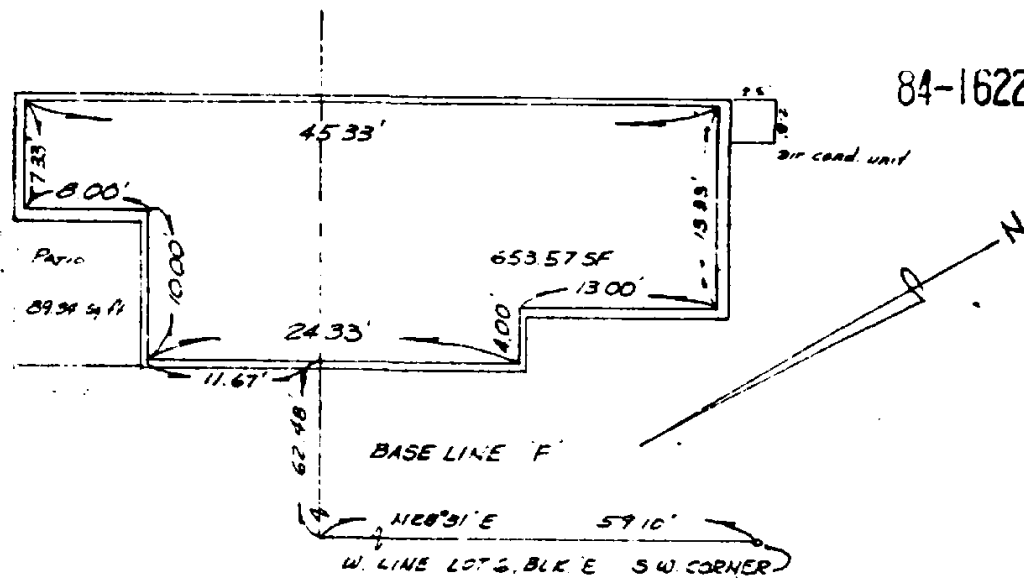


EXHIBIT B-41

Floor Elev	Ceiling Elev
46.38	104.50

REGISTERED MEMORANDUM
 ALL OR PARTS OF THE TEXT ON THIS PAGE
 WAS NOT CLEARLY LEGIBLE AND SATISFACTORY REVISIONS

SHADOW OAKS TOWNHOMES
 Subdivision Plat:
 Lot 2, Block "L" and Lot 6, Block "E"
 Being .00 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July ,1973 Scale:

Survey Plat: Part of Building D, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 740, Shadow Hill Drive, Apt. 10 - D
 Dimensions of Apartments are to the Inside Walls
 Dimensions of Patios are to Outside of Fence.

84-1623

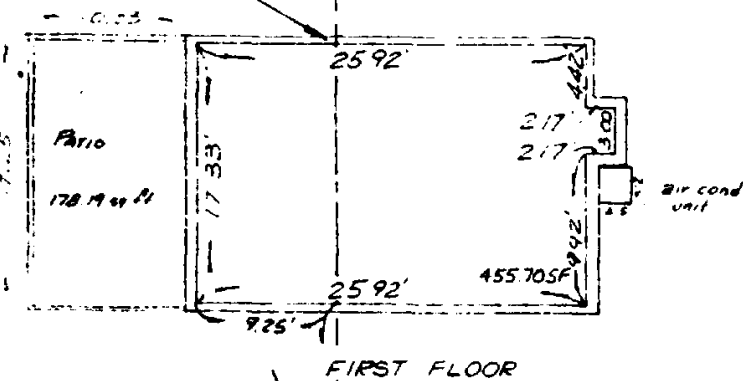
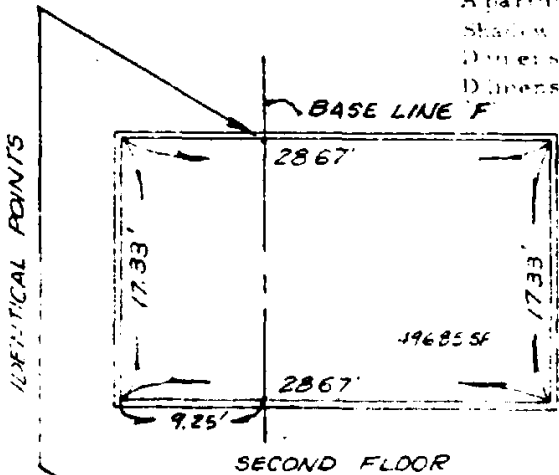
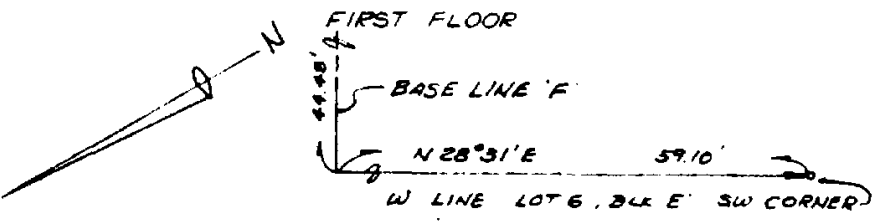


EXHIBIT B-42



	Floor Elev.	ceiling Elev.
1st	97.90	106.02
2nd	106.87	114.99

S. E.
 SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 100 Acres out of Shadow Park, a
 subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records
 TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July, 1971

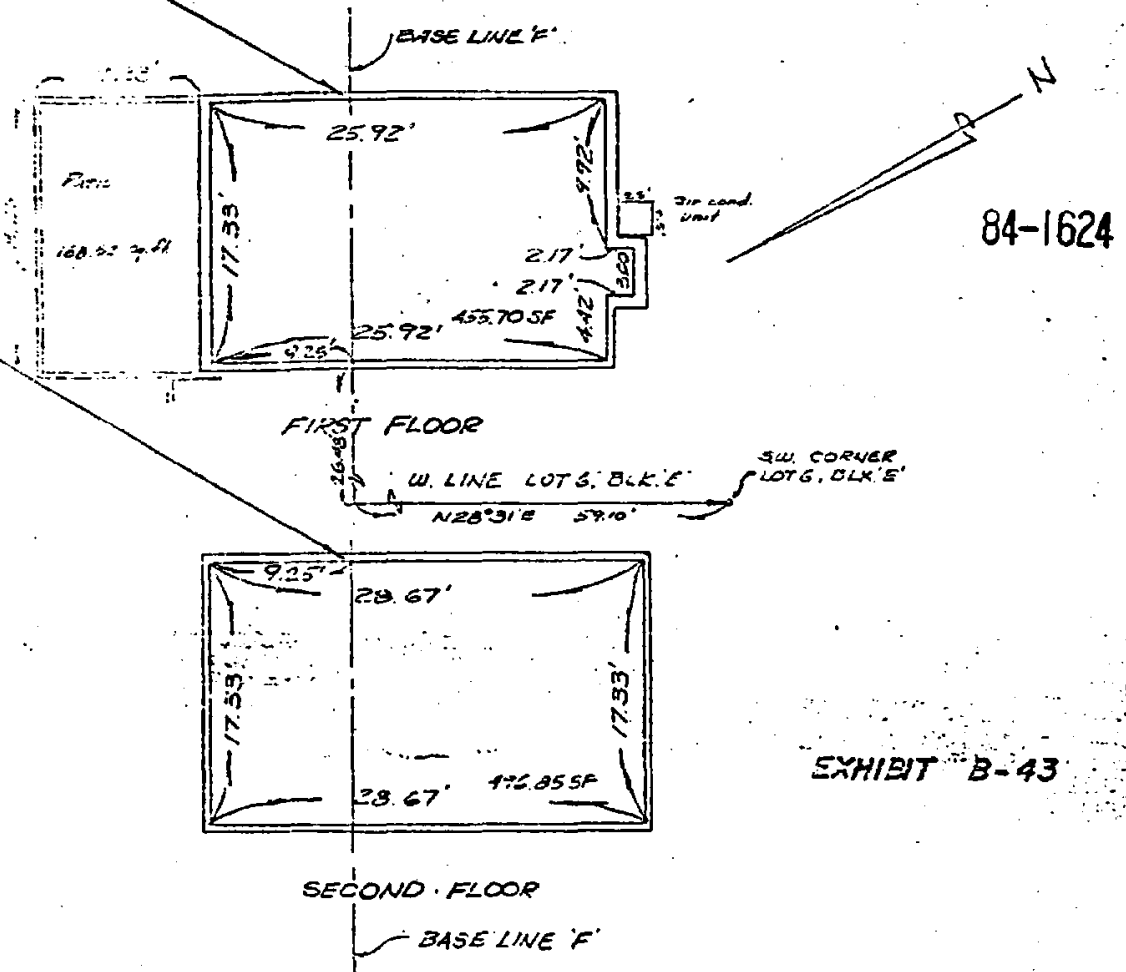
RECORDERS MEMORANDUM
 ALL OR PARTS OF THE TEXT ON THIS PAGE
 WAS NOT CLEARLY PRINTED FOR SATISFACTORY REPRODUCTION

2 551

Scale: 1" = 10'

Survey Plat: Part of Building D. Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7406

Shadow Hill Drive, Apt. 107-D
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.



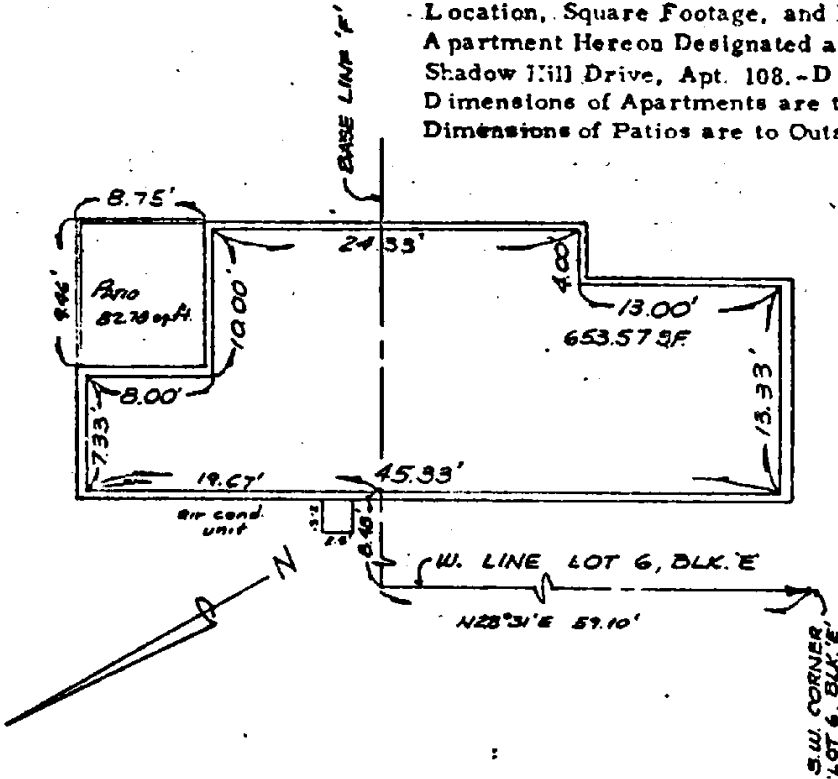
Total living area: 952.55 S. F.

	Floor Elev.	Ceiling Elev.
1st	97.84	105.96
2nd	106.81	114.93

SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "D"
 Being 2.1097 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records
 TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July, 1973

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

Survey Plat: Part of Building D, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7406 Shadow Hill Drive, Apt. 108.-D
 Dimensions of Apartments are to the Inside Walls.
 Dimensions of Patios are to Outside of Fence.



84-1625

EXHIBIT B-44

Total living area: 653.57 S. F.

Floor Elev.	Ceiling Elev.
97.84	105.96

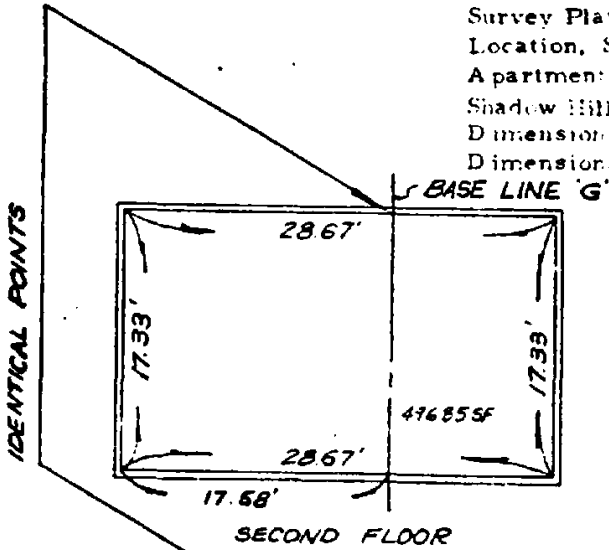
SHADOW OAKS TOWNHOMES
 Subdivision Plan
 Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES
 Consulting Engineers
 1203 W. 6th St. Austin, Texas
 July, 1973

Scale: 1"=10'

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

Survey Plat: Part of Building D, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7406 Shadow Hill Drive, Apt. 109.-D
 Dimensions of Apartments are to the Inside Walls
 Dimensions of Patios are to Outside of Fence.



84-1626

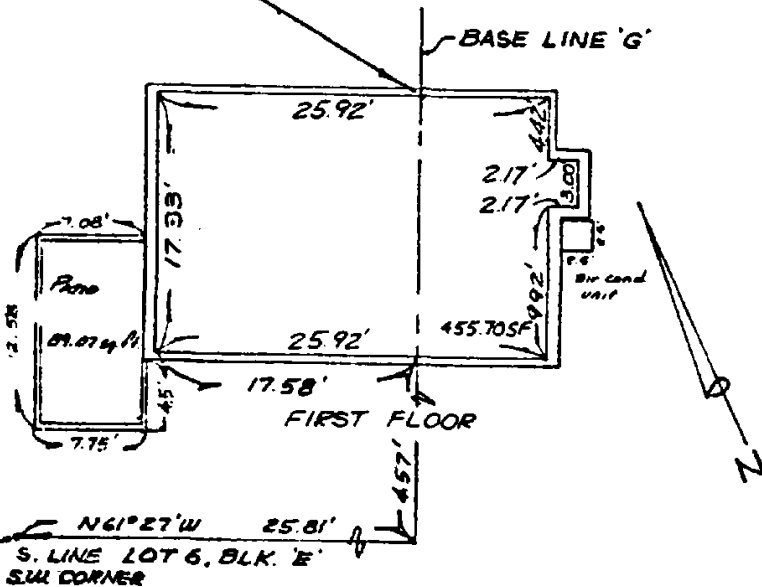


EXHIBIT B-45

Total living area: 922.55 S. F.

	Floor Elev.	Ceiling Elev.
1st	97.87	105.99
2nd	106.84	114.96

SHADOW OAKS TOWNHOMES

Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
 Being 2.1007 Acres out of Shadow Park, a
 Subdivision in the City of Austin, Travis
 County, Texas as Recorded in Plat Book 44,
 Page 46 of the Travis County Plat Records

TRAVIS ASSOCIATES

Consulting Engineers

1203 W. 6th St. Austin, Texas

July, 1973

Scale: 1"=10'

RECORDERS MEMORANDUM

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

Survey Plat: Part of Building D, Showing the Location, Square Footage, and Dimensions of the Apartment Hereon Designated as 7404 Shadow Hill Drive.

Dimensions of Apartments are to the Inside Walls
Dimensions of Patios are to Outside of Fence.

84-1627

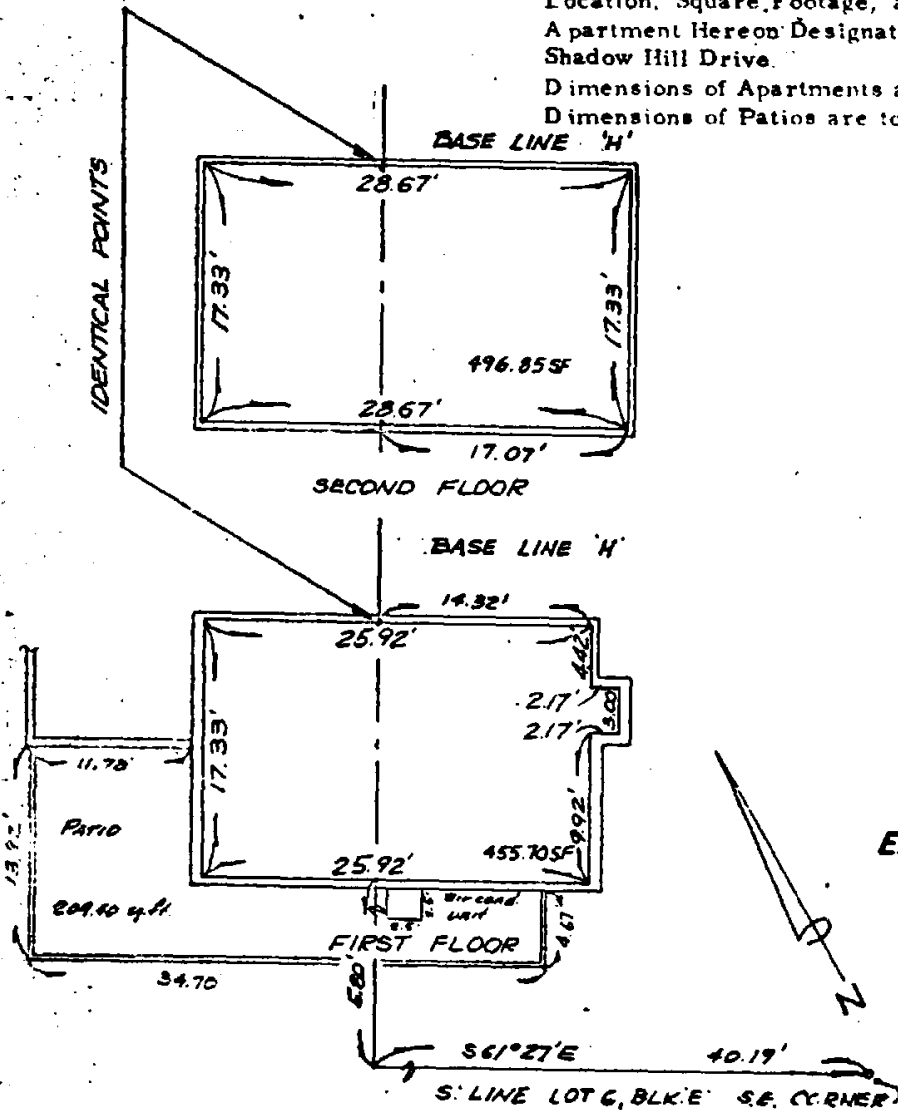


EXHIBIT B-46

Total living area: 952.55 S. F.

	Floor Elev.	Ceiling Elev.
1st	96.38	104.50
2nd	105.35	113.47

SHADOW OAKS TOWNHOMES
Subdivision Plan

Lot 2, Block "D" and Lot 6, Block "E"
Being 2.1007 Acres out of Shadow Park, a
Subdivision in the City of Austin, Travis
County, Texas as Recorded in Plat Book 44,
Page 45 of the Travis County Plat Records

TRAVIS ASSOCIATES

Consulting Engineers

1203 W. 6th St. Austin, Texas

July, 1973

Scale: 1"=10'

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

2 555

84-1628

2/478
/

CLERK

FILED
AUG 30 4 32 PM '73

Chg + Ret
Texas Land Title

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, as Stamped hereon by me, on

AUG 30 1973



Doris Hopewell
COUNTY CLERK
TRAVIS COUNTY, TEXAS

2 556