

McDuff/503061/MSC
Cirar-Goldrick. 85⁰⁰

AUG 13 85 9436 * 85.00

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

ENABLING DECLARATION
FOR ESTABLISHMENT OF A CONDOMINIUM FOR

NORTH PARK PATIO HOMES

03954852

WHEREAS, CIRAR-GOLDRICK PARTNERSHIP, a Texas general partnership hereinafter called "Developer" is the owner in fee simple of the real property hereinafter described and are improving said property by constructing a condominium project thereon, consisting of a total of seventeen (17) individual condominiums and attached garages, patios and decks therewith, which together with the common area shown on Exhibit "A" hereof is known as NORTH PARK PATIO HOMES; and

WHEREAS, said Developer now submits said property and improvements constructed, or to be constructed, thereon to the condominium regime established by the Texas Condominium Act, in order to establish by this declaration a plan for the individual and exclusive ownership of the separate real property freehold estates thereby created, consisting of the area of space enclosed within the boundaries, as herein defined, of each condominium, and the co-ownership, as tenants in common, of all the remaining real property which is hereinafter defined as the "common elements" of the property;

NOW, THEREFORE, in furtherance of said plan of condominium ownership and the purposes and intents hereof, said Developer, the sole owner in fee simple of said property and improvements, hereby makes the following declarations as to the divisions, descriptions, definitions, restrictions, covenants, limitations, conditions, rights, privileges, obligations and liabilities which shall apply to govern, control and regulate the sale, resale or other disposition, acquisitions, ownership use and enjoyment of said property and improvements and the real property freehold estates hereby established, hereby specifying and agreeing that said declarations and the

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Travis County, Texas



provisions hereby shall be and constitute covenants to run with the land and shall be binding on Developer, its successors, and assigns and on any grantees and their successors, heirs, devisees, executors, administrators or assigns:

I. Said Developer, in order to establish said plan of condominium ownership for the hereinbelow described property and improvements, hereby expressly submits said property and improvements to the condominium regime established by the Texas Condominium Act, as now existing or hereafter amended, and does hereby covenant and agree that it hereby divides said real property into the following separate freehold estates, to wit:

(A) Each of the maximum of seventeen (17) individual condominium units, as hereinafter described, shall constitute a separate freehold estate and shall be more particularly described and shall include the following:

(1) The boundaries of each such condominium shall be and are the interior surfaces of the perimeter walls, floors, and ceilings of the living area, and shall also include the interior construction, interior dividing walls, partitions, appliances, fixtures and improvements which are intended to exclusively serve such condominium space, such as interior rooms, walls, floor and ceiling covering or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, separate items or chattels belonging exclusively to such space which may be removed, replaced, disposed of or otherwise treated without affecting any other condominium unit, or the ownership, use or enjoyment thereof, and the space includes both the portions of the buildings so described and the air space so encompassed, excepting the common elements.

(2) The boundaries of each individual entry courtyard or patio area shall be and are the exterior surfaces of balconies, patios, porches, decks or stoops, and shall extend to the paved area and planting beds and any screen, fence or lattice wall, and roof enclosures, and the space

includes both the portions of the patio area so described and the air space so encompassed, excepting the common elements.

(3) The boundaries of each garage shall be and are the exterior surfaces of the perimeter walls, floors, ceilings and storage areas adjacent thereto, and the separate ownership shall include the air space so encompassed, excepting the common elements.

(4) The three parts described in this paragraph shall constitute a condominium unit, which shall be held and owned inseparably as a freehold estate, and no part of which may be sold, conveyed, or otherwise disposed of or encumbered, except as a part of the condominium unit.

(B) The "general common elements" of the property as described and defined in Paragraph V below and the respective undivided interest therein of each owner of a condominium unit, shall constitute a freehold estate, and it is hereby covenanted and stipulated that each such undivided interest in the general common elements shall be held and owned together with and may not be sold, conveyed or otherwise disposed of or encumbered separate from the individual condominium unit to which it is allocated.

II. For the purposes of this declaration, the ownership of each "condominium unit" shall include all that described in Paragraphs I(A) and (B) above, which shall altogether constitute a condominium unit. The purchase or transfer of a condominium unit from the Developer or another owner shall not transfer any of the rights or obligations of the Developer under this Declaration to such purchaser or transferee, including, without limitation, the rights of Developer under Article VII, unless the instrument of conveyance specifically reflects such transfer of rights and obligations and the purchaser or transferee acknowledges and agrees to assume the Developer's rights and obligations under this Declaration.

III. The legal description of the land, known as the project tract land, which together with all improvements thereon is hereby submitted to said condominium regime as follows:

MESA GROVE SUBDIVISION, A SUBDIVISION IN THE CITY OF AUSTIN, COUNTY OF TRAVIS, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN VOLUME _____, PAGE _____, TRAVIS COUNTY PLAT RECORDS.

IV. There is attached to this declaration marked Exhibit "A" and made a part hereof a survey plat which depicts said land as above described and the location of the project which is composed of seventeen (17) condominium units located therein. The identifying number of each condominium unit corresponds to the unit number reflected on the plat attached hereto as Exhibit "A", of the Plat Records of Travis County, Texas, and the legal description of any condominium unit may consist of such identifying number of the unit. All such descriptions or references to any condominium unit shall be deemed to also include and refer to the individual fee ownership and the undivided percentage of ownership interest in the common elements belonging to such condominium unit, whether expressly mentioned or not.

V. The "general common elements" of the property of this project include and are defined as all of the project land above described and the buildings, structures and improvements thereon, save and except the maximum of seventeen (17) individual freehold estates contained in said multiple condominium unit project, as described in Paragraph I(A) above, and specifically include, but are not limited to, all land, building foundations, bearing walls and columns, roofs, walkways, entrances, exits or communications ways, yards, gardens (excluding roof gardens, entry courtyards, decks and patios attached to and assigned to specific condominium units, as described in Paragraph I(A) above), fences, walls, post

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lights, statues, pavements, curbs and gutters, pipes, wires, conduits, water sprinkler system and equipments, esplanades and signs and other facilities serving this project.

VI. The undivided title and interest of each owner of a condominium unit in the general common elements of the property defined in Paragraph V above, and their proportionate share in the common expenses of said general common elements, as well as the proportionate representation for voting purposes in the meetings of the Council of Co-Owners of this condominium project, shall be equal for each of the seventeen (17) condominium units and shall be one-seventeenth (1/17). Each condominium unit has one vote and the condominium unit owners will have as many votes as units which they own. The amount of the undivided interest of each condominium unit owner in the general common elements and his share of the common expenses and voting representation cannot be changed except by the written consent of each and every owner and mortgagee of a condominium unit in this condominium project, duly executed, acknowledged and filed for record as a partial amendment to this declaration, and said Developer, its assigns, and grantees, and their successors, heirs, executors, administrators, devisees and grantees, hereby covenant and agree that the elements constituting a condominium unit, that is the individual condominium unit, above described, shall be held and owned together and such elements shall not be separated or separately sold, conveyed or otherwise disposed of or encumbered and each said part of the condominium unit shall be deemed to be conveyed or encumbered even though the description in the instrument or conveyance or encumbrance may refer only to the fee title of the "condominium unit".

VII. Said Developer, its successors and assigns, by this Declaration, and all future owners, lessees, tenants or other occupants of the condominium units in this project, by their acceptances of their deeds, leases, rental agreements or

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possession of any such condominium unit, hereby covenant and agree as follows:

(A) That the common elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as suitable for a condominium regime.

(B) The owners of the respective condominium units shall not be deemed to separately own the basic structural and supporting portions of the perimeter walls, floors, and ceilings surrounding their respective condominium unit's space, nor shall such owner be deemed to separately own pipes, wires, and conduits or other public utility lines running through said respective condominium units which are utilized for or serve more than one condominium unit, but the same shall be owned as tenants in common as part of the common elements of the property; however, each condominium owner shall have an easement in the interest of the other owners in and to the aforesaid elements and facilities as shall be necessary for the support, maintenance, use and enjoyment of his condominium unit; such owner, however, shall be deemed to separately own the walls and partitions which are contained within the perimeter walls of said owners' respective condominium unit, and shall also be deemed to own the inner decorated and/or finished surface of the perimeter walls, floors and ceilings and the facilities, fixtures and equipment built or placed in said condominium unit for the exclusive service and convenience of such condominium unit.

(C) Notwithstanding anything else in this Declaration which may or appear to be to the contrary, all roof gardens and the glass in all windows or doors of each condominium unit and all exterior and interior doors (including garage doors) of each condominium unit shall be deemed to be part of the interior finished surface and individually owned and shall be repaired or replaced at the separate cost and

expense of each individual unit owner, and not as a common expense; provided, however, the color or colors of the exterior surface of all exterior doors shall be subject to approval by the Board of Governors.

(D) Further, notwithstanding anything else in this Declaration which may be or appear to the contrary, all pipes, wires and conduits or other utility lines which serve only one unit shall be maintained at the separate cost and expense of each individual unit owner, and not as a common expense.

(E) The owners of the respective condominium units agree that if any portion of the common elements encroaches upon the condominium unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any portion of the multi-unit condominium building is partially or totally destroyed, and then rebuilt or reconstructed, the owners of condominium units agree that valid easements shall exist for any resulting encroachments.

(F) The owner of a condominium unit, upon acquisition of same, shall automatically become a member of the Council of Co-Owners of this condominium project, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership shall automatically cease. The Council of Co-Owners shall elect from among its members a Board of Governors to consist of not less than three (3) members, who shall serve in such office without pay or compensation for such term as specified in the Bylaws of this condominium project or until their successors are duly elected in accordance with the provisions of such Bylaws. Such Board of Governors shall manage and govern the affairs of the Council of Co-Owners, and it shall have such powers, functions, authority, duties, obligations and responsibilities as shall be specified in said Bylaws and/or as may be delegated to it from time to time by the Council of Co-Owners.

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(G) The owners of condominium units agree that the government and administration of the condominium shall be in accordance with this declaration and the Bylaws which are attached hereto as Exhibit "B" and made a part hereof, which Bylaws may be amended from time to time by the Council of Co-Owners in accordance with the provisions thereof, and any and all such amendments, duly certified to by the presiding officer of the Board of Governors or other person authorized to make such certifications by such Bylaws shall be filed for record as a partial amendment to said Exhibit "B" attached hereto.

(H) That each owner, tenant, or occupant of any condominium unit shall comply with the provisions of this Declaration, the Bylaws, and the valid decisions and resolutions of the Council of Co-Owners, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damages and/or for injunctive relief.

(I) Until such time as Developer has sold and conveyed up to a maximum of seventeen (17) condominium units or the expiration of twenty-four (24) months from the date this Declaration is filed for record, whichever occurs first, the Developer shall have the right to act as the sole Administrator for the government and administration of this condominium regime, and during such period it shall have the right to exclusively represent, act as and constitute the Council of Co-Owners and the Board of Governors and shall have the right to exclusively exercise and perform all of the rights, powers, authority, functions and duties herein or in the Texas Condominium Act or Bylaws given to the Council or the Board.

(J) Each unit owner shall furnish and be responsible for, at his own costs and expense all of the decorating within his own condominium unit, including painting

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or wallpapering, washing, cleaning, paneling, floor covering, draperies, wall covering, window shades, curtains, and all other furnishings and interior decorations. Each unit owner shall also keep clean at his own expense the interior and exterior surfaces of all plate glass or window panes.

(K) Any shrubs, yards or landscaping which falls within an exterior portion of a condominium unit as shown on Exhibit "A" and as described in Paragraph V shall be maintained by the Board of Governors as a common element expense as long as that portion remains easily accessible and unfenced. In addition, the Board of Governors shall maintain as a common element expense the following exterior improvements, which maintenance shall consist of painting, staining or treating exterior wooden and metal surfaces visible from the exterior portions of the condominium project and of repair, replacement or other necessary care of: (1) roofs, gutters and downspouts, (2) lawns, shrubs, trees and other growing plants installed by Developer and (3) any common sprinkler system or other common watering device. This maintenance shall not include garage door opening equipment, air conditioning equipment, glass surfaces, masonry walls, window, gate and door fixtures and hardware, growing plants installed by a condominium unit owner, light fixtures not installed by Developer, utility meters, circuit breakers, switch panels, and any water, sewage or cable television systems lines within a condominium unit.

(L) Until Developer has completed all construction work and has sold and conveyed up to a maximum of seventeen (17) condominium units, the Developer and his workmen, agents, servants or employees shall have free and unobstructed use of and access to all of the project property as may be required for the completion of construction and to facilitate sale of the unsold condominium units.

(M) Except as hereafter provided, this Declaration shall not be amended except at a meeting of the Owners of the

condominium units at which the amendment is approved by at least sixty-seven percent (67%) of the ownership interests in the condominium.

(N) All owners of condominium units in this condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners or by the Board of Governors when authorized to do so by the Bylaws of this project or by resolution of said Council of Co-Owners, their pro-rata part, in the percentages above fixed and set out for each condominium unit, of the expenses of administration, upkeep, maintenance and repair of the general common elements of this project, as any and all such common elements are described and defined in this Declaration, and of any other valid expense or charge assessed pursuant to authority given by said Act, or this Declaration or said Bylaws, each of which assessments shall become due and payable within ten (10) days from the date each such assessment is made unless otherwise specified in the Bylaws, and such assessments shall become liens against the respective condominium units for their pro-rata share thereof at the time such assessments become due and payable unless otherwise specified in said Bylaws. No owner shall be exempt from contributing toward such expense, charges, costs, or assessments by waiver of the use of enjoyment of the common elements, either general or limited, or by abandonment of the condominium belonging to him. The Developer shall be exempt during the period of his temporary administration of the project from contributions or assessments on those units which he has built, but has not sold; however, Developer shall remain responsible for the repair and maintenance on said units during the period of his temporary administration of the project.

(O) Those expense items described in Paragraph N above are herein referred to as the "Maintenance and Operating Expenses." Developer, while acting as the Board of Governors,

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shall have the right to charge a maximum monthly assessment of Ninety-Seven and No/100 Dollars (\$97.00) during its temporary administration of the project which sum represents 1/17 of the estimated maximum amount for such items per unit. Said charge shall begin to accrue the first (1st) day of the month following any month in which a condominium unit is sold or conveyed and shall be paid and used in accordance with Paragraph (N) above. In the event at the end of the temporary administration the actual amount paid for the Maintenance and Operating Expenses is less than the estimated amount, the Developer shall rebate any excess to the affected unit owners as provided below. In making this determination, the Developer shall divide the actual Maintenance and Operating Expenses incurred during the period of its temporary administration by the number of months of the temporary administration. This figure shall be divided by seventeen to determine the actual monthly assessment for Maintenance and Operating Expenses. Unit owners shall be entitled to rebates of sums paid in excess of this actual monthly assessment.

(P) No dogs shall be allowed in the common area, except on a leash and accompanied by a condominium unit owner or his appointee. Further, there shall be no motorhomes, travel-trailers and boats, with or without trailers, left on said project property longer than thirty-six (36) hours.

VIII. All liens for assessments made by the Council of Co-Owners or Board of Governors when authorized to do so as aforesaid, shall be prior to other liens, except that such liens for said assessments shall be subordinate, secondary and inferior, and the same are hereby expressly made subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied by the City of Austin, County of Travis, and State of Texas governments or any political subdivision or special district thereof; and (2) liens securing amounts due or to become due under any mortgage, vendor's lien or deed of

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trust filed for record prior to the date payment of such assessment for common expenses become due. Such lien for assessments herein provided for may be foreclosed by the Board of Governors without prejudice and subject to aforesaid liens without pursuing any judicial foreclosure but said Board is expressly authorized by each such owner to foreclose and sell such unit to satisfy any and all delinquencies in the payment of assessments made hereunder by the Board of Governors following the provisions of Vernon's Texas Codes Ann., Property Code § 51.002 as same now reads or may hereafter be amended prescribing the procedure for sale pursuant to a deed of trust. Prior to posting notice of any such sale the Board of Governors shall notify the delinquent owner by certified mail, return receipt requested, of such delinquency and thirty (30) days thereafter if such assessment is unpaid may proceed to post notices of sale and sell said unit, and the Board of Governors is hereby expressly authorized to post notices, conduct the sale, and execute a trustee's deed to said unit conveying title to the highest bidder at said sale. The owner of each unit by the acceptance of the deed and title to such unit does thereby agree that the Board of Governors shall have the authority to foreclose the lien herein imposed following the procedures outlined above and does hereby grant, sell and convey unto the said Board of Governors all of his right, title and interest in and to the unit or units owned by such owner as trustee to secure the payment of all assessments made by the Board of Governors. Alternatively, the Board of Governors or any authorized officer thereof acting in behalf of the Council of Co-Owners may institute suit against such delinquent owner for the collection of any such assessment and any judgment recovered in such suit shall constitute a lien on the unit of such owner and such lien may be foreclosed as mortgages on real property. No such foreclosure shall affect or impair any such prior liens. The Board of Governors or any authorized officer

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thereof, acting on behalf of the Council of Co-Owners of the condominium units in this project, shall have the power to bid for the condominium unit foreclosed on at the foreclosure sale, and to acquire, hold, lease, mortgage and convey the same on behalf of such Co-Owners. The purchaser acquiring title to such condominium unit at such foreclosure sale, whoever he may be, and his successors and assigns, shall not be liable for the share of the unpaid common expenses or assessments by the Council of Co-Owners chargeable to such condominium units which became due prior to acquisition of such title at such foreclosure sale, but such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of the condominium units in this project, including such purchaser or acquirer, his successors and assigns, on a pro-rata basis.

IX. The respective condominium units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as any rental for any period of less than thirty (30) days. Other than the foregoing limitation, the owners of the respective condominium units shall have the absolute right to lease or rent same or part thereof, furnished or unfurnished provided that said lease or tenancy is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws of this condominium. Each condominium unit shall be used and occupied only as a single-family dwelling and residential housing accommodation, and no condominium space shall be altered, remodeled, subdivided or converted into more than one dwelling unit or housing accommodation.

X. Upon the sale or conveyance of a condominium unit, all unpaid assessments against the selling Co-Owner for his pro-rata share of the common expenses and charges shall be first paid out of the sale price or by the purchaser in



preference over any other assessments or charges of whatever nature except the following:

(A) Assessments, liens and charges in favor of the state and any political subdivision thereof for taxes due and unpaid on the condominium unit; and

(B) Amounts due under vendor's lien obligations or notes secured by deed of trust duly recorded.

XI. Any purchaser of a condominium unit upon request prior to his purchase shall be entitled to a statement from the Board of Governors as to the amount of the unpaid assessments and charges against the particular condominium to be sold and purchased, and such purchaser shall not be liable, nor shall the condominium unit sold be subject to any lien for any unpaid charge or assessment made by the Council of Co-Owners against the seller or his condominium unit in excess of the amount set forth in said statement for the period covered by such statement.

XII. The Board of Governors may, upon authority of the Council of Co-Owners, if required or provided for in the Bylaws, obtain and continue in effect blanket liability and property insurance to insure the condominium units and the owners thereof against risks of whatever character, without prejudice to the right of each condominium unit owner to insure his own condominium on his own account and for his own benefit. Such insurance may be written in the name of the Board of Governors or any person designated in the Bylaws as a trustee for each condominium owner and each condominium owner's mortgage, if any. Each condominium unit owner and his mortgagee, if any, shall be an equal beneficiary even though not expressly named. The insurance cost and premiums for any blanket insurance coverage shall be a common expense to be paid by monthly or other periodic assessments as determined by the Board of Governors or the Council of Co-Owners, and all such payments collected for insurance cost or premiums as the same

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become due. Each condominium unit owner shall pay his pro-rata share of the cost of such insurance in proportion to his beneficial interest therein. Each condominium unit owner shall procure for his own account and benefit casualty insurance for his condominium unit.

XIII. In case of fire or other disaster or damage to or destruction of any property subject to this Declaration, the insurance proceeds shall be applied or disbursed, and the repair, reconstruction, or disposition of such property and the obligations of the condominium unit owners shall be as provided for by Vernon's Texas Codes Ann., Property Code §§ 81.206 and 81.207, and any other pertinent or applicable provisions of the Texas Condominium Act.

XIV. In addition to Developer's other rights contained herein, Developer reserves, and shall have the continuing right, during the period of his temporary administration of the project without the consent of the other owners or any mortgagee to amend this instrument or the Bylaws for the purpose of resolving or clarifying any ambiguities or conflicts herein; or correcting any inadvertent misstatements, errors or omissions herein; or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration; provided that no such amendment shall change the stated number of units or proportionate ownership interest in the common elements attributable thereto.

XV. All notices, communications, and remittances to the Board of Governors shall be sent to it at its mailing address which may be established from time to time and of which the owners in this project shall be notified.

XVI. In the event any of the declarations or provisions hereof shall be finally held invalid or unenforceable by any court of competent jurisdiction, the same shall not affect the validity or enforceability of any of the other declarations and

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provisions hereof. If any declaration or provision herein contained shall be susceptible of two or more interpretations, the interpretation which shall most nearly be in accord with the purposes and intents hereof shall govern.

XVII. In the event of the omission herefrom of any declaration, stipulation or provision which shall be vital, necessary or expedient for the accomplishment of the purposes and intent of this declaration, this declaration shall not thereby fail, in whole or in part, but any and all omitted matter shall be supplied herein by inference and/or by reference to the provisions of the Texas Condominium Act under which this condominium regime is established, and such provisions of such Act are hereby made part hereof by reference thereto.

DATED AND EXECUTED by the undersigned Developer this the 7th day of February, 1985.

CIRAR-GOLDRICK PARTNERSHIP

By: Cynthia M. Goldrick: CIRAR-CALDWELL CONSTRUCTION COMPANY/PARTNER
CYNTHIA M. GOLDRICK/
PARTNER

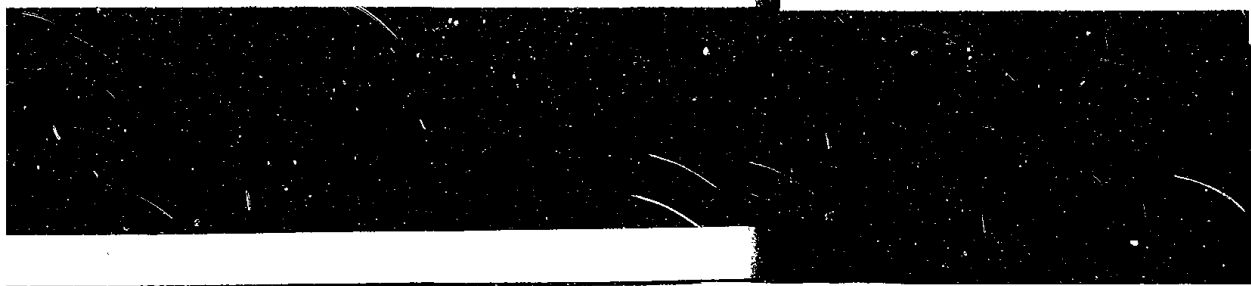
By: Charles A. Cirar
Title: President
Charles. Cirar

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on February 7, 1985 by Cynthia M. Goldrick, partner on behalf of CIRAR-GOLDRICK PARTNERSHIP, a partnership.

NOTARY SEAL Julia H. Pratt
JULIA H. PRATT
My Commission Expires
(Printed Name) 8-1-87
Notary Public in and for the
State of Texas
My Commission Expires: _____

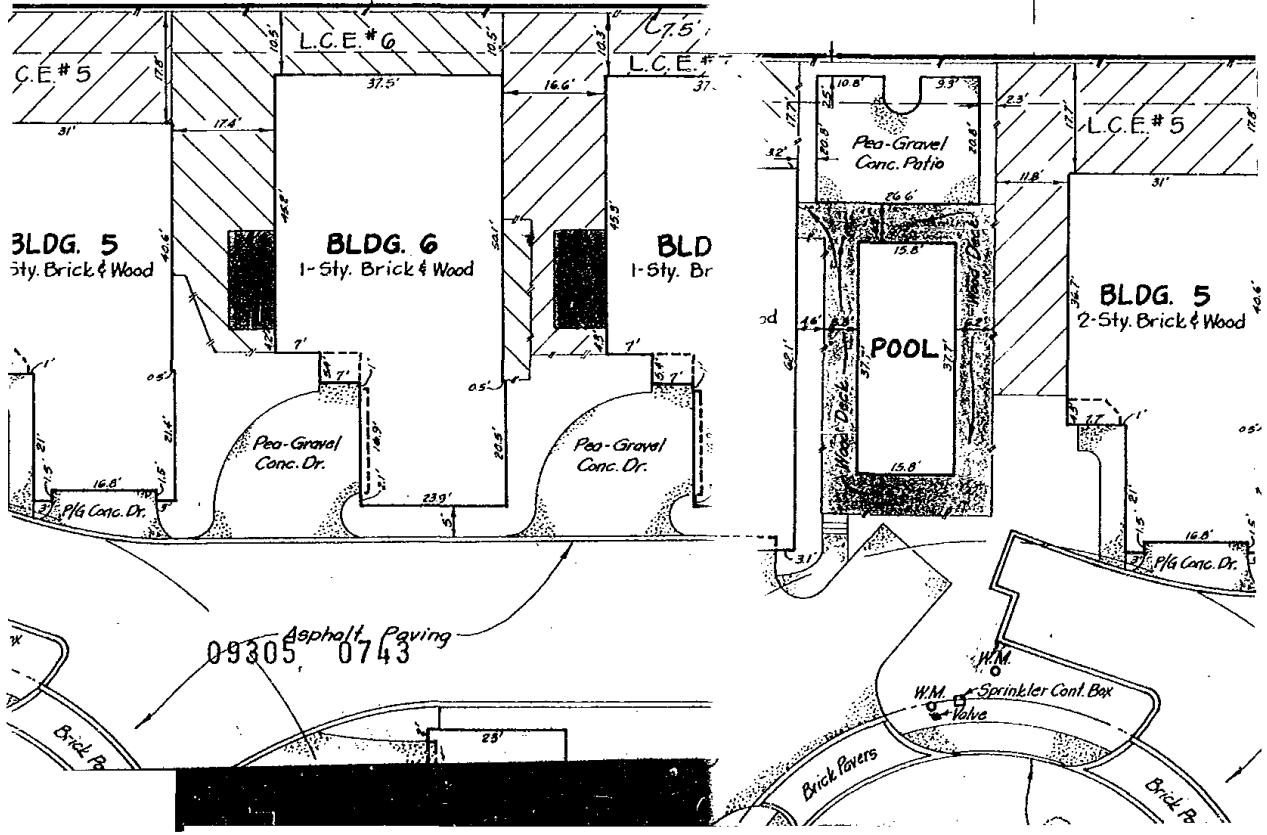
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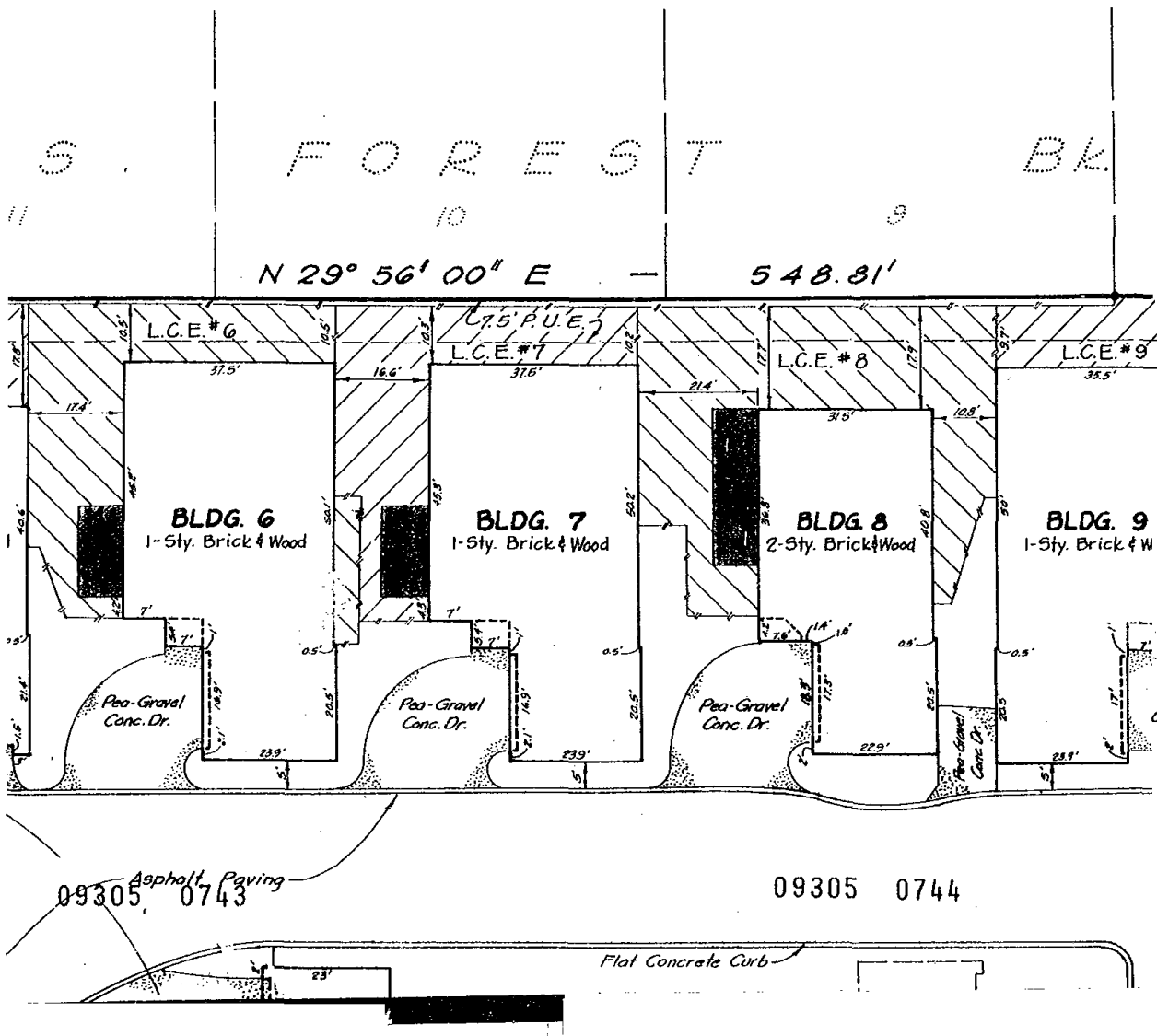
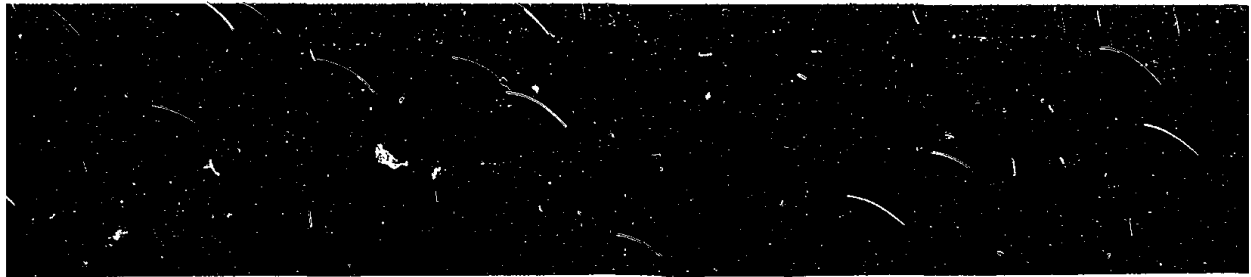


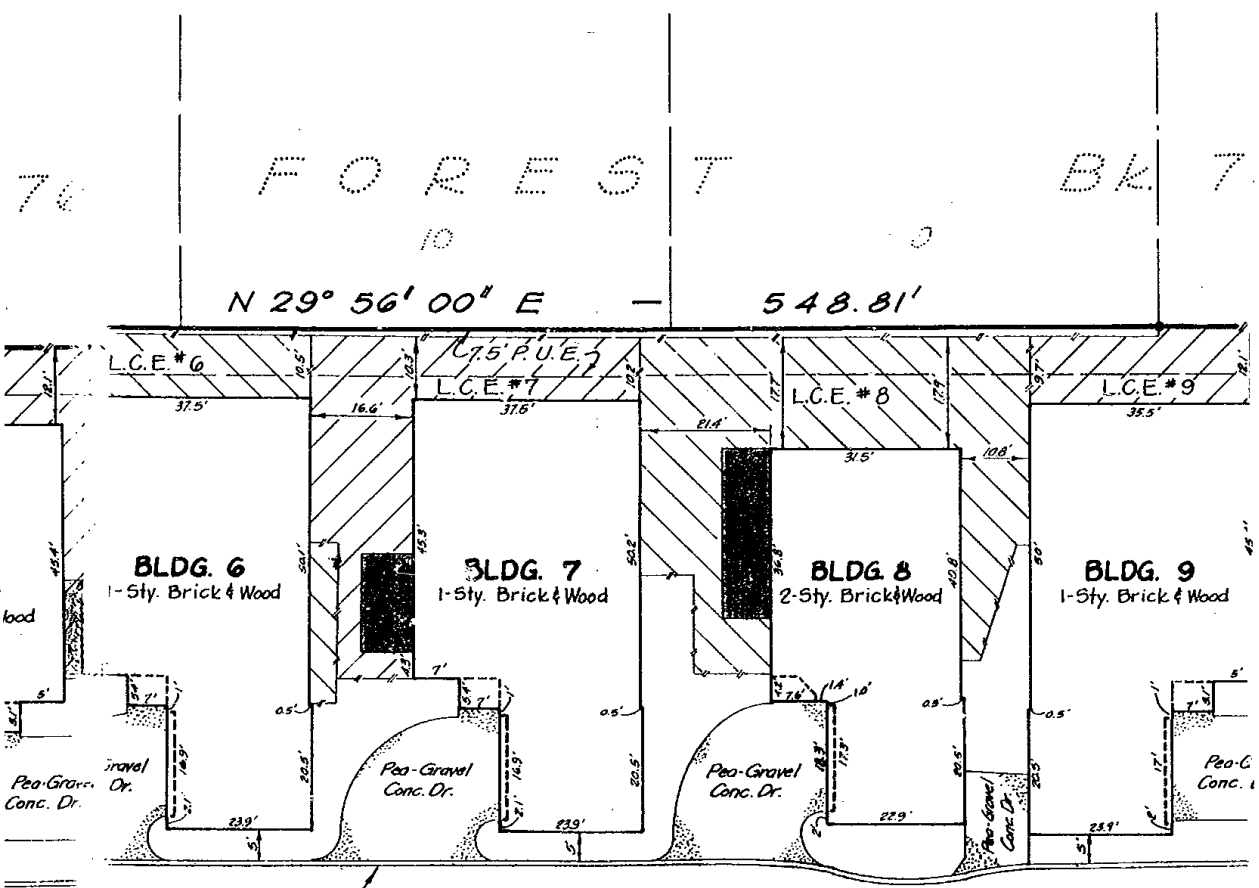
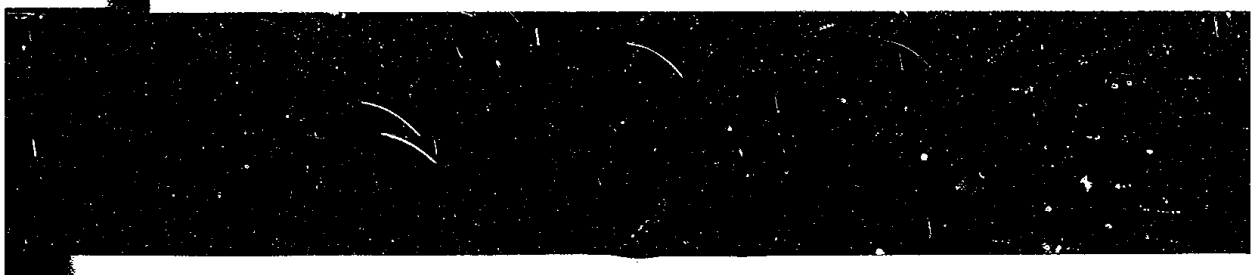
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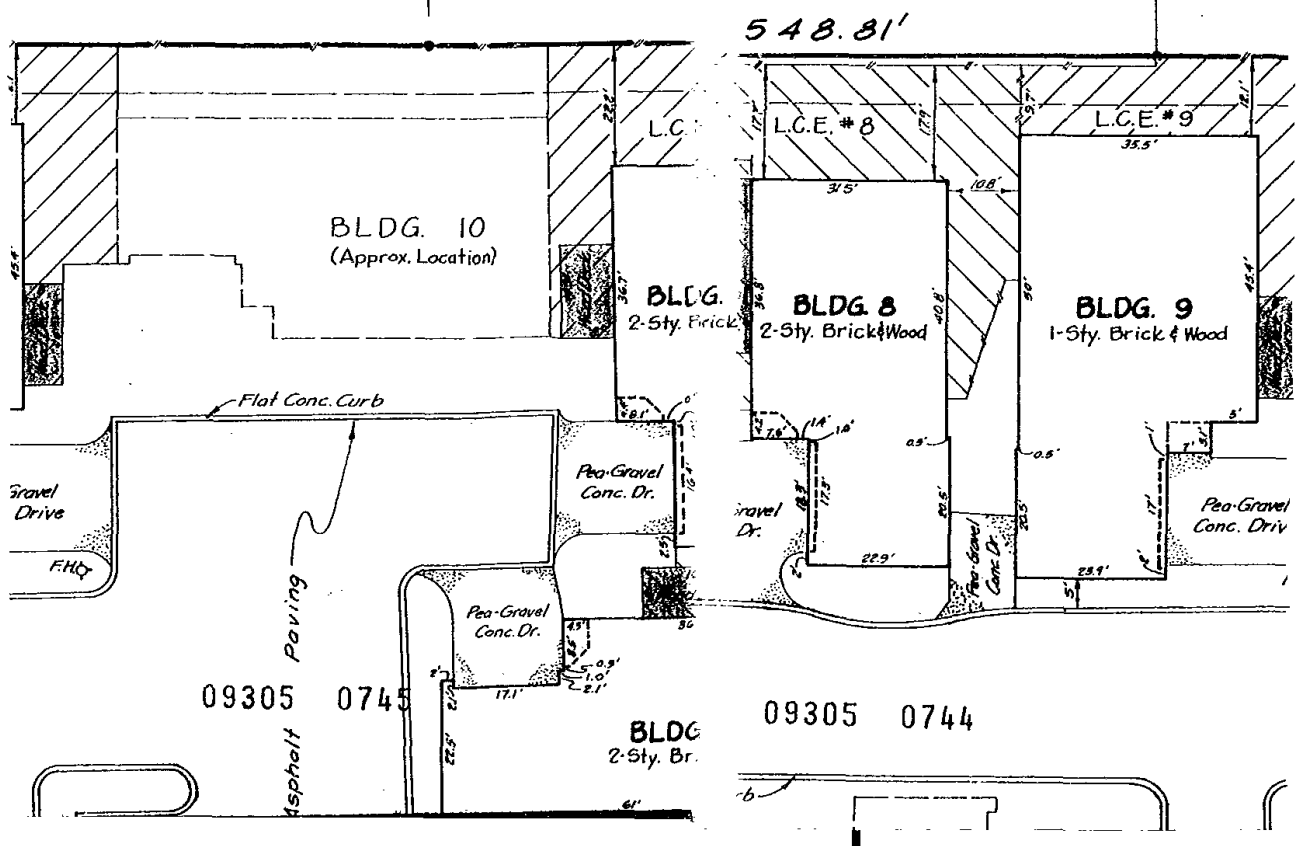
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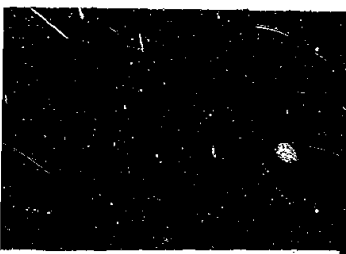




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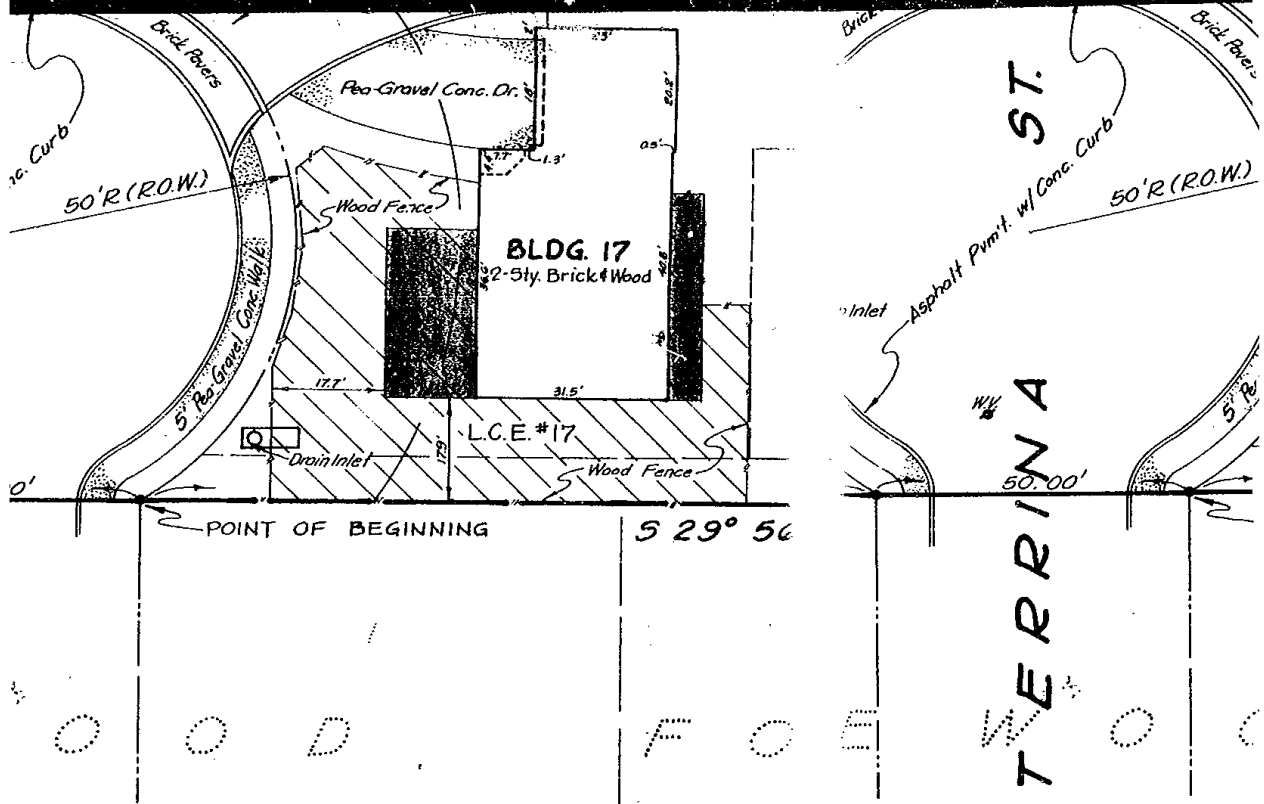
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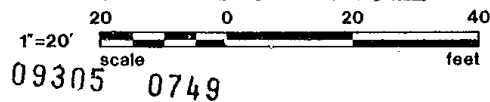
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GROVE SUBD. AS RECORDED
OF THE TRAVIS COUNTY

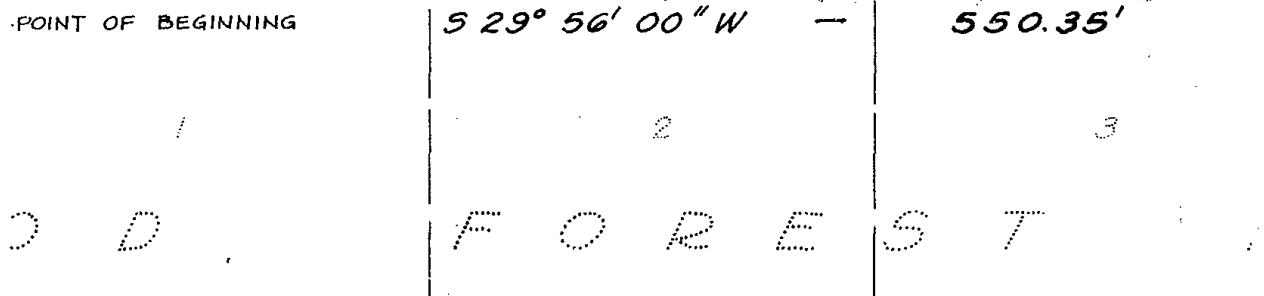
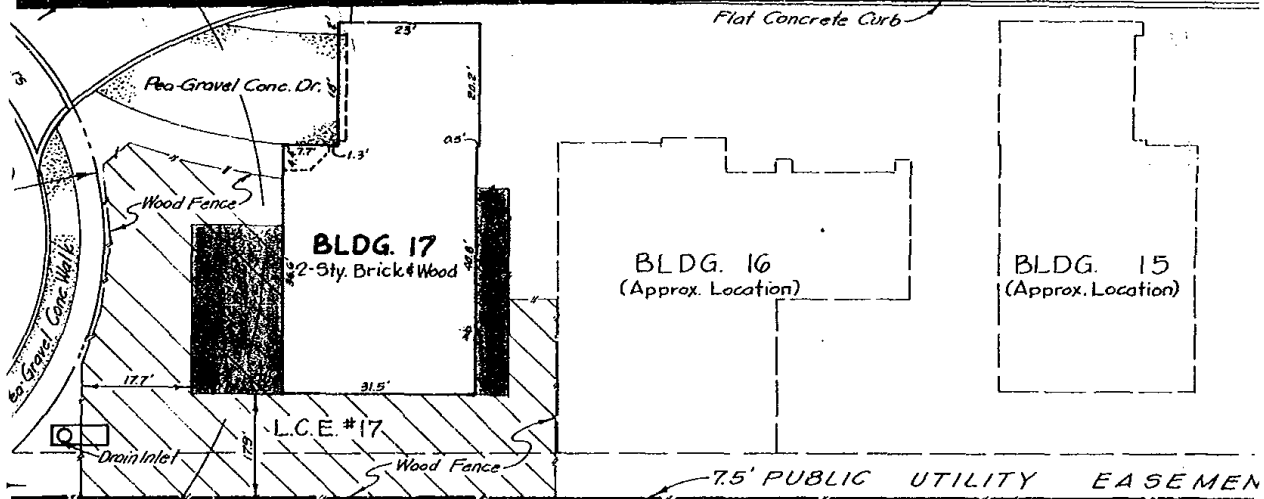


LEGEND

- W.M. Water Meter
- ◇ F.H. Fire Hydrant
- W.V. Water Valve
- |—|— Wood Privacy Fence
- ▨ L.C.E. Limited Common (To Building Ind.)
- Found Steel Pin 5'
- Found Steel Pin
- 4" X 4" Wood Fence

GRAPHIC SCALE





FIELD NOTES

FIELD NOTES FOR MESA GROVE SUBDIVISION, B. AS RECORDED IN PLAT BOOK 85, PAGE 28B RECORDS, BEING MORE PARTICULARLY DESCRIBED FOLLOWS:

BEGINNING at a steel pin found on the northerly R.O.W. of the easterly line of said Mesa Grove Subdivision;

THENCE continuing along the easterly line of said Terrina Street, S29°56'00"W, a distance of 50.00 feet to the R.O.W. of Terrina Street;

THENCE S29°56'00"W, a distance of 127.80 feet to

THENCE N59°32'00"W, a distance of 196.38 feet to

THENCE N29°56'00"E, a distance of 548.81 feet to

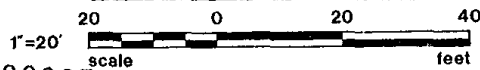
THENCE S59°59'00"E, a distance of 196.37 feet to

THENCE S29°56'00"W, a distance of 372.55 feet to 2.48 acres more or less.

LEGEND

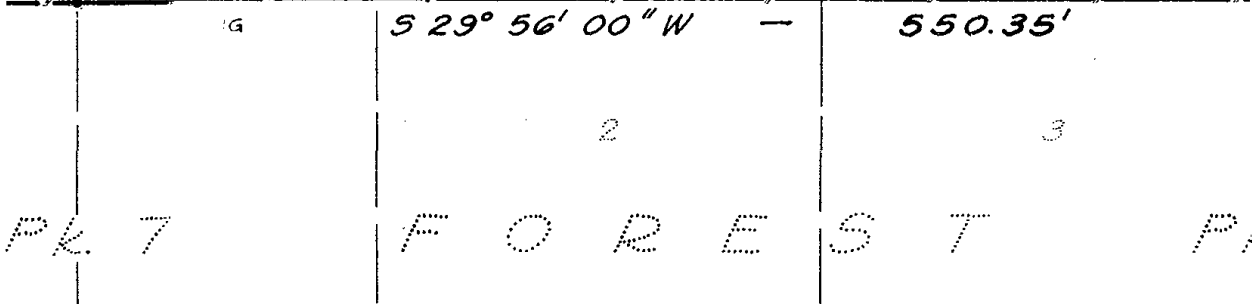
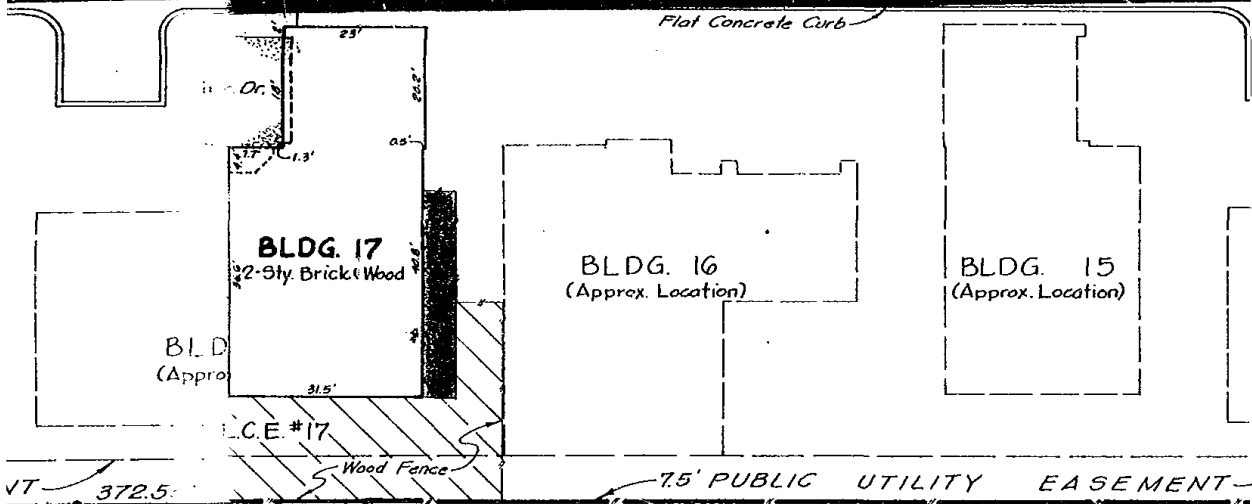
- W.M. Water Meter
- ◊ F.H. Fire Hydrant
- W.V. Water Valve
- #—#—# Wood Privacy Fence
- ▨ L.C.E. Limited Common Element (To Building Indicated)
- Found Steel Pin Set in Concrete
- Found Steel Pin
- 4"X4" Wood Fence Post

GRAPHIC SCALE



09305 0749

09305 0750



BEING A 2.48 ACR
 OF THE TRAV
 MBED BY METES

R.O.W. of Terrina S

said Mesa Grove
 set to a steel pin f

a 4 x 4 fence post

a 4 x 4 fence post

a concrete monume

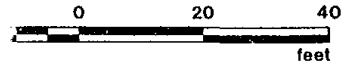
a concrete monume

the POINT OF B

LEGEND

- W.M. Water Meter
- ◇ F.H. Fire Hydrant
- W.V. Water Valve
- Wood Privacy Fence
- ▨ Limited Common Element (To Building Indicated)
- Found Steel Pin Set in Concrete
- Found Steel Pin
- 4" X 4" Wood Fence Post

GRAPHIC SCALE



FIELD NOTES

FIELD NOTES FOR MESA GROVE SUBDIVISION, BEING AS RECORDED IN PLAT BOOK 85, PAGE 28B OF RECORDS, BEING MORE PARTICULARLY DESCRIBED FOLLOWS:

BEGINNING at a steel pin found on the northerly R.O.W. of the easterly line of said Mesa Grove Subdivision;

THENCE continuing along the easterly line of said Mesa Grove Subdivision, S29°56'00"W, a distance of 50.00 feet to the R.O.W. of Terrina Street;

THENCE S29°56'00"W, a distance of 127.80 feet to a 4 x 4 fence post;

THENCE N59°32'00"W, a distance of 196.38 feet to a 4 x 4 fence post;

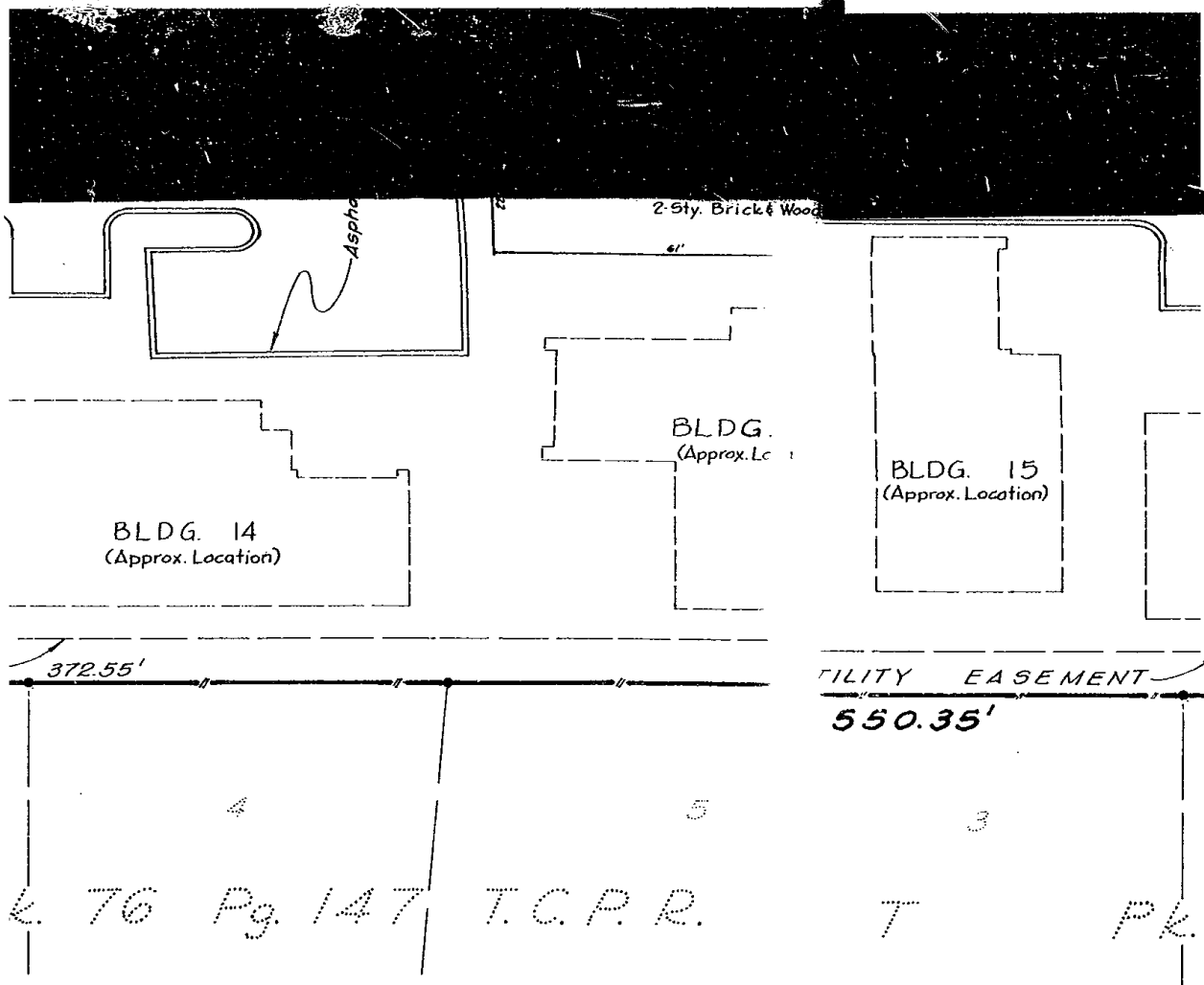
THENCE N29°56'00"E, a distance of 548.81 feet to a concrete monument;

THENCE S69°59'00"E, a distance of 196.37 feet to a concrete monument;

THENCE S29°56'00"W, a distance of 372.55 feet to the POINT OF BEGINNING, BEING 2.48 acres more or less.

0749

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FIELD NOTES

A 2.48 ACRE TRACT OF LAND
THE TRAVIS COUNTY DEED
BY METES AND BOUNDS AS

of Terrina Street, same being on

Mesa Grove Subdivision, crossing
a steel pin found on the southerly

4 fence post found;

4 fence post found;

concrete monument found;

concrete monument found;

POINT OF BEGINNING, containing

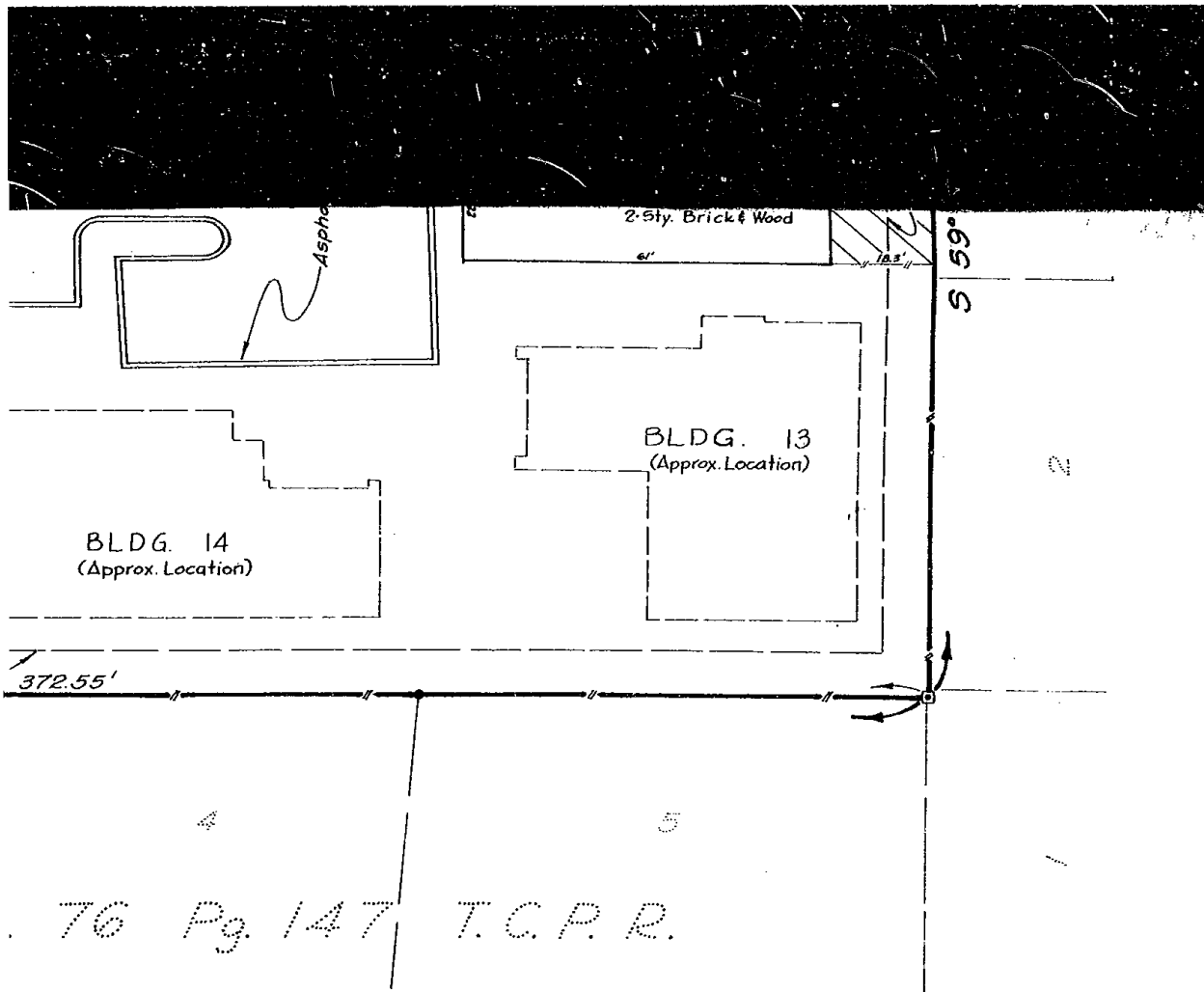
"I, the undersigned, do hereby certify that the ground of the property legally described hereon is COR MESA GROVE SUBDIVISION, BEING A 2.48 ACRE TRACT OF LAND BY METES AND BOUNDS AS SHOWN IN PLAT BOOK 85, PAGE 28B OF THE TRAVIS COUNTY DEED, and that there are no visible discrepancies, conflicts, encroachments, overlapping of interests, or other matters MORE PARTICULARLY DESCRIBED BY THE DEED, except as shown on the sketch hereon, and that this is a correct and accurate representation of the same.

FLOOD PLAIN NOTE: I hereby certify that the property is within a special flood hazard area as shown on the Flood Hazard Administration, Department of Housing and Urban Development, and that the steel pin found on the northerly R.O.W. of Terrina Street of said Mesa Grove Subdivision;

Tom Velle
REGISTERED PUBLIC SURVEYOR NO. 4324

0°W, a distance of 127.80 feet to a 4 x 4 fence post;
0°W, a distance of 196.38 feet to a 4 x 4 fence post;
0°E, a distance of 548.81 feet to a concrete monument;
0°E, a distance of 196.37 feet to a concrete monument;
0°W, a distance of 372.55 feet to the POINT OF BEGINNING, or less.

EXHIBIT
NORTH PARK F
09305 0750



2.48 ACRE TRACT OF LAND
 IN TRAVIS COUNTY DEED
 METES AND BOUNDS AS

Terrina Street, same being on

Grove Subdivision, crossing
 steel pin found on the southerly

fence post found;

fence post found;

stone monument found;

stone monument found;

POINT OF BEGINNING, containing

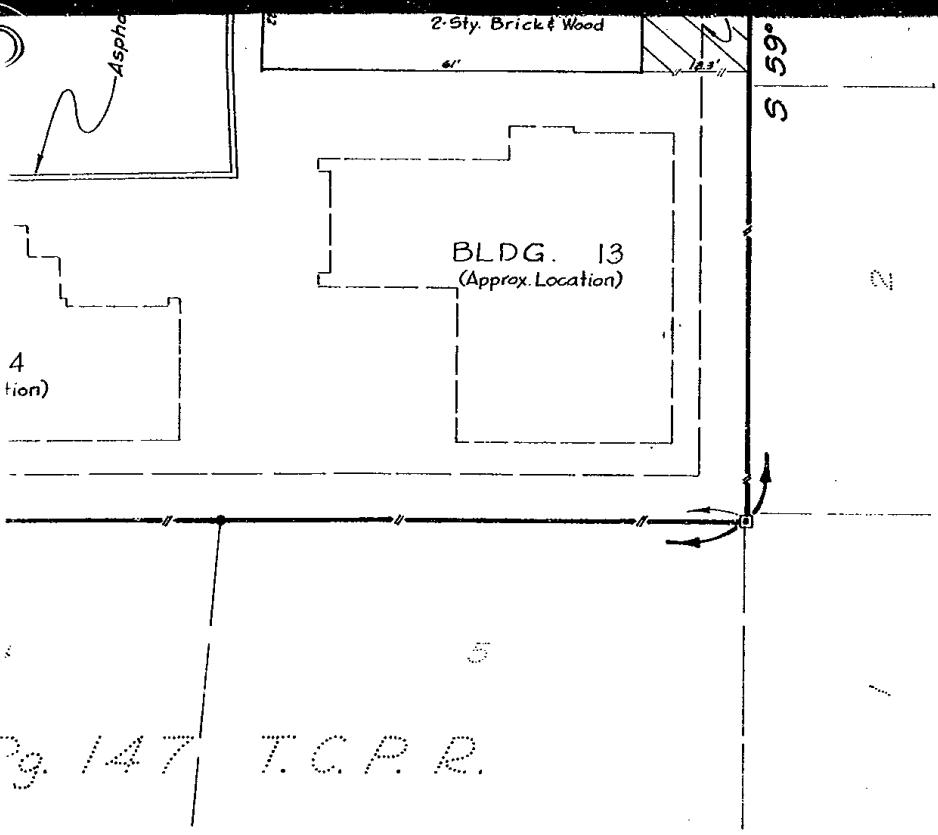
"I, the undersigned, do hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the sketch hereon; and that the survey is a true, correct and accurate representation of the property described above."

FLOOD PLAIN NOTE: I hereby certify that the property described hereon is not within a special flood hazard area as identified by the Federal Insurance Administration, Department of Housing and Urban Development.

Tom C. [Signature]
 REGISTERED PUBLIC SURVEYOR NO. 4324 8/9/85
 DATE

EXHIBIT "A"
NORTH PARK PATIO HOMES
 00305 0751 00305

CANYON ENGINEERING INC SURVEY PI AT GLOMIRA



LAND DEED
S AS
ing on

"I, the undersigned, do hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the sketch hereon; and that the survey is a true, correct and accurate representation of the property described above."

rossing
outherly

FLOOD PLAIN NOTE: I hereby certify that the property described hereon is not within a special flood hazard area as identified by the Federal Insurance Administration, Department of Housing and Urban Development.

Tom V. [Signature]
REGISTERED PUBLIC SURVEYOR NO. 4324

8/9/85
DATE

ontaining

EXHIBIT "A"

09305 0751 NORTH PARK PATIO HOME

0752

09305

IS

0752

CANYON ENGINEERING INC.
1000 WEST LAKE HIGH DRIVE
BUILDING 5-A
AUSTIN, TEXAS 78746
512-327-4022

SURVEY PLAT SHOWING
TO LOT 'A' IN MESA GREEN
IN VOL. 85 PG. 92B OF
PLAT RECORDS

EXHIBIT B
BYLAWS
OF
NORTH PARK PATIO HOMES

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

WHEREAS, CIRAR-GOLDRICK PARTNERSHIP, a Texas general partnership is the developers and sole owners in fee simple of the condominium project known by the project name of NORTH PARK PATIO HOMES, hereinafter sometimes referred to as the condominium project or the project, which project is particularly described in the Enabling Declaration to which these Bylaws are attached as an Exhibit, and consists of the land described in the Enabling Declaration, together with all buildings, structures and improvements thereon; and

WHEREAS, CIRAR-GOLDRICK PARTNERSHIP as sole owner in fee simple of said property and improvements constituting said condominium project, desires to hereby establish and adopt the following Bylaws for the government, administration and operation of said project and the common elements thereof;

NOW, THEREFORE, CIRAR-GOLDRICK PARTNERSHIP, sole owner in fee simple of said condominium project does hereby establish and adopt the following Bylaws which shall be applicable to each individual condominium unit in said project and all other portions and the common elements thereof upon the property above described.

ARTICLE I.

PLAN OF CONDOMINIUM OWNERSHIP

1. The property above described, together with all improvements thereon, is hereby submitted according to the provisions of the Texas Condominium Act.

2. The provisions of these Bylaws shall be applicable to said condominium project known as NORTH PARK PATIO HOMES.

09305 0753

3. All present or future owners, tenants, future tenants, mortgagees, or future mortgagees, or the employees of any of them, or any person that might use the facilities of this condominium project in any manner, are subject to these Bylaws and to the Enabling Declaration. Any person, firm or corporation acquiring, leasing, occupying, or renting any of the units in this condominium project accepts and ratifies these Bylaws and the Enabling Declaration, and agrees that the terms and provisions of both will be complied with.

ARTICLE II.

VOTING, MAJORITY OF OWNERS, QUORUMS, PROXIES

1. Voting shall be on a percentage basis. The percentage of the vote to which each owner is entitled is the percentage established for his undivided interest in the general common elements by the Enabling Declaration.

2. As used in these Bylaws, the term "majority of owners" shall mean those owners possessing fifty-one (51%) percent of the total votes in accordance with the percentage established for undivided ownership in the general common elements by Paragraph VI of the Enabling Declaration.

3. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

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

ARTICLE III.

ADMINISTRATION

1. The owners of the condominium units will constitute the Council of Co-Owners who will have the responsibility, which may be performed and discharged through the Board of

Governors administering the project, of approving the annual budget, establishing and collecting the monthly or periodic assessments, as well as any special or other assessments agreed upon by the Council of Co-Owners, or the Board of Governors pursuant to authority granted to it, and arranging for the management of the project by an agent (the "Management Agent") in the event the Council of Co-Owners shall elect not to manage the project themselves, which arrangement shall be under a written agreement setting forth all the terms and conditions under which such Management Agent shall manage the project, including terms as to the duties, obligations, removal and compensation of the Management Agent. Except as otherwise provided, decisions and resolutions of the Council of Co-Owners shall require approval of a majority of the owners.

Until such time as Developer has sold and conveyed up to a maximum of seventeen (17) condominium units or the expiration of twenty-four (24) months from the date the Declaration is filed for record, whichever occurs first, the Developer shall have the right to act as sole Administrator for the government and administration of this condominium regime, and during such period it shall have the right to exclusively represent, act as and constitute the Council of Co-Owners and the Board of Governors and shall have the right to exclusively exercise and perform all of the rights, power, authority, functions and duties herein or in said Declaration or the Texas Condominium Act given to the Council or the Board.

2. Meetings of the Council of Co-Owners shall be held at the principal office of the project or at such other suitable place convenient to the owners as may be designated by the Council of Co-Owners.

3. The first meeting of the Council of Co-Owners shall be held on a date to be determined by a majority of the owners. Thereafter, meetings shall be held annually, with such meeting

being held on the first Monday of April of each succeeding year. At the first meeting, and at the first of such meetings held each and every succeeding year, there shall be elected by ballot of those present, a Board of Governors in accordance with the provisions of Section 6, Article IV of these Bylaws. The owners may also transact such other business of the Council of Co-Owners as may properly be brought before them.

4. It shall be the duty of the President to call a special meeting of the Council of Co-Owners as directed by Resolution of the Board of Governors, or upon petition signed by a majority of the owners having been presented to the Secretary. The notice of any special meeting shall be mailed to each owner as hereinafter provided, and shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting which is not stated in the notice of unless the owners present, either in person or by proxy, approve of the transaction of such business.

5. It shall be the duty of the Secretary to mail a notice of each regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10), duty not more than thirty (30) days prior to such meeting. Such notice shall be mailed to each of such owners at the last known address of such owner. The mailing of a notice in this manner shall be considered notice served.

6. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than twenty-four (24) hours from the time the original meeting was called; however, the place of such meeting must remain as stated in the notice.

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7. the order of business at meetings of the Council of Co-Owners shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of last meeting and approval or disapproval of same
- (d) Reports of Officers
- (e) Reports of committees, if applicable
- (f) Election of members of Board of Governors, if applicable
- (g) New business

ARTICLE IV.

BOARD OF GOVERNORS

1. The affairs of the Council of Co-Owners shall be governed by a Board of Governors (sometimes herein referred to as the Board) composed of three (3) persons, all of whom must be owners of units in the condominium.

2. The Board of Governors shall have the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and may do all such acts and things as are not by law or these Bylaws directed to be done and/or exercised by the owners.

3. In addition to duties imposed by these Bylaws or by resolution of the Council of Co-Owners, the Board of Governors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the condominium and the common elements and facilities.
- (b) Assessing and collecting the monthly assessments from the owners and any special assessments authorized by the Council of Co-Owners.
- (c) Keeping a book with a detailed account of the receipts and expenditures affecting the project

and its administration, specifying the maintenance and repair expenses of the common elements, and any other expenses incurred by or in behalf of the project. Both the book and vouchers accrediting the entries made thereon shall be available for examination by all the owners at convenient hours on working days and shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by an auditor outside the organization.

(d) Designation and dismissal of the personal necessary for the maintenance and operation of the condominium, the common elements and facilities.

4. Without limiting the rights of any owner, action may be brought by the Board of Governors or other person designated by the Bylaws of the Council of Co-Owners, on behalf of two (2) or more of the condominium owners, as their respective interest may appear, with respect to any cause of action relating to the common elements of more than one (1) condominium or to enforce any of the provisions, covenants, restrictions, conditions or obligations set out in the Texas Condominium Act, Enabling Declaration or these Bylaws or to recover any sums or damages due.

5. The Board of Governors may employ for the Council of Co-Owners a management agent, at a compensation established by the Board, to perform such duties and services as the Board shall authorize, but not limited to, the duties listed in Section 3 of this Article.

6. At the first meeting of the Council of Co-Owners, the term of office of one (1) member of the Board of Governors.

shall be fixed for one (1) year. The term of office of one (1) member shall be fixed at two (2) years, and the term of office of one (1) member shall be fixed at three (3) years. At the expiration of the initial term of office of each representative member of the Board, his successor shall be elected to serve a term of three (3) years. The members of the Board shall hold office until their successors have been elected and hold their first meeting.

7. Vacancies in the Board of Governors caused by any reason other than the removal of a member of a vote of the Council of Co-Owners shall be filled by vote of the majority of the remaining members of the Board of Governors, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board of Governors until a successor is elected at the next meeting of the Council of Co-Owners.

8. At any regular or special meeting duly called, any one or more of the members of the Board of Governors 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 member of the Board of Governors, whose removal has been proposed by the owners, shall be given an opportunity to be heard at the meeting.

9. The first meeting of the Board of Governors following the election of any new members thereto shall be held within thirty (30) days of election at such place as shall be fixed by the members of said Board at the meeting at which said new members were elected, and no notice shall be necessary to the newly elected members in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

10. Regular meetings of the Board of Governors may be held at such time and place as shall be determined, from time to

time, by a majority of its members, but at least four (4) such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each member personally, or by mail, telephone or telegraph at least ten (10) days prior to the day named for such meeting.

11. Special meetings of the Board of Governors may be called by the President on one (1) day's notice to each member, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinafove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner, and on like notice on the written request of at least two (2) member of the Board of Governors.

12. Before, or at any meeting of the Board of Governors, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of said Board at any meeting of said Board shall be a waive of notice by him of the time and place thereof. If all the members are present at any meeting of said Board, no notice shall be required and any business may be transacted at such meeting.

13. At all meetings of the Board of Governors, two (2) of the members shall constitute a quorum for the transaction of business, and the acts of both of the members present at a meeting at which a quorum is present shall be the acts of the Board of Governors. If at any meeting of the Board there be less than a quorum present, the member 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.

14. The Board of Governors may require that all officers and employees of the Council of Co-Owners handling or responsible for funds belonging to the Council of Co-Owners

handling or responsible for funds belonging to the Council of Co-Owners shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council of Co-Owners.

ARTICLE V.

OFFICERS

1. The principal officers of the Council of Co-Owners shall be a President, Vice-President and a Secretary-Treasurer, all of whom shall be elected by the Board of Governors. The Board may appoint an Assistant Secretary-Treasurer and such other officers as in their judgment may be necessary.

2. The officers of the Council of Co-Owners shall be elected annually by the Board of Governors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

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

4. The President shall be the chief executive officer of the Council of Co-Owners. He shall preside at all meetings of the Council and of the Board of Governors. 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 the owners from time to time, as he may decide is appropriate, to assist in the conduct of the affairs of the Council of Co-Owners.

5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Secretary-Treasurer shall act on an interim basis. The Vice-President shall also perform other duties as shall from time to time be imposed upon him by the Board of Governors.

6. The Secretary-Treasurer shall keep the minutes of all meetings of the Council of Co-Owners and of the Board of Governors. He shall have charge of such books and papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of Secretary. He shall also have responsibility for the funds and securities belonging to the Council of Co-Owners, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council of Co-Owners. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Council of Co-Owners, in such depositories as may from time to time be designated by the Board of Governors.

ARTICLE VI.

OBLIGATIONS OF THE OWNERS

1. All owners of units in the condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners or by the Board of Governors when authorized to do so by these Bylaws or by resolution of the Council of Co-Owners, their pro-rata part, in the same percentages established for undivided ownership of the general common elements by Paragraph VI of the Enabling Declaration, of the expenses of administration, upkeep, maintenance, and repair of the general common elements of the condominium and, in the proper case, of the limited common elements, if any, as all such common elements are described and defined in said upon by the Council of Co-Owners, each of which assessments shall become due and payable within ten (10) days from the date each assessment is made, unless otherwise specified in the assessments. All such assessments shall pro-rata become liens against the respective units of the project at the time each of such assessments become due and payable, subordinate, however, to certain other liens as stated

in the Enabling Declaration. These Assessments may include, but not be limited to, amounts necessary to pay premiums for a liability insurance policy, non-ownership vehicle liability, and an insurance policy to cover repair and reconstruction in case the improvements are damaged or destroyed by fire, earthquake, hurricane or other hazard, and bonds, and other insurance the Board of Governors may obtain, and any ad valorem property taxes that may be assessed against the common elements. Each individual condominium unit, as described in Article I, paragraph (A)(4) of the Declaration shall be separately assessed for ad valorem taxes. Nothing included herein shall prejudice the right of each Co-Owner to insure his unit for his own account and for his own benefit.

2. Every owner must promptly perform all maintenance and repair work within his own unit which, if omitted, would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender. However, any repairs to the common elements in an individual unit any any damage to an individual unit caused by the common elements shall be the obligation of all the unit owners.

3. All the repairs of internal installations such as water, light, power, sewage, telephone, air conditions, sanitary installments, walls, floors, ceilings, doors, windows, cabinets, lamps and all other accessories serving one unit shall be that unit owner's expense.

4. An owner shall reimburse the Council of Co-Owners for any expenditures incurred in repairing or replacing any common elements and facilities damaged through his negligence.

5. Each owner shall procure for his own account and benefit casualty insurance for his condominium unit.

6. All condominium units shall be used and occupied for residential purposes only.

7. An owner shall not make structural modifications, alterations or exterior color changes in his unit or installations located therein without previously notifying the Council of Co-Owners in writing, through the Management Agent, if any, or through the President of the Board of Governors, if no Management Agent is employed. The Council of Co-Owners through said agent or President of the Board shall have the obligation to answer within ten (10) days, failure to do so within said time shall mean that there is no objection to the proposed modification or alternation. However, if such owner shall be notified of any reasonable objection thereto, then such owner shall not make such structural modification or changes.

8. The Management Agent, if one is employed, or any other persons authorized by the Board of Governors of the Council of Co-Owners may enter any condominium unit in case of serious emergency originating in or threatening such condominium, whether the owner is present at the time or not.

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

10. During the period of administration by Developer as Temporary Administrator there shall be no assessments against Developer or condominium units owned by Developer for the usual and ordinary common expenses above mentioned. Instead, however, Developer shall and agrees to pay during such period such amounts over and above the amounts collected from the other unit owners as may be needed to pay said usual and ordinary common expenses actually incurred each month; it being

agreed that Developer as Temporary Administrator, shall first sue and expend the sums collected each month from the other unit owners towards payment of said usual and ordinary common expenses actually incurred each month and if said sums so collected shall be insufficient to pay such actual costs and expenses, then Developer as its own obligation shall and agrees to pay the deficiency. After the administration by Developer as Temporary Administrator has ceased, then Developer shall be assessed and pay its pro-rata share and part of the common expenses in proportion in its ownership interest in the common elements in respect to the condominium units owned by it.

11. Residents of the condominium project shall be specifically prohibited from (a) posting any advertisements or posters of any kind in or on the building, except as authorized by the Board of Governors, and (b) installing wiring for electrical or telephone installation, television antenna, machines, air conditioning units and similar appliances on the exterior of the buildings, or that protrude through walls or roof of the buildings, except as authorized by the Board of Governors.

12. No disturbing, noxious or offensive activities shall be carried on within any condominium unit, including but not limited to garage sales or any other activity where items are sold to the public on a nonrecurring basis, nor shall anything be done therein which may be or become an annoyance or nuisance, or shall infringe upon the rights of peaceful enjoyment of the adjacent units, or endanger the health, safety or welfare of the other owners within the condominium and their family, guests, or invitees. Determination of violation hereunder shall be by the Board of Governors.

13. Each owner shall keep and perform all obligations imposed upon him under these Bylaws, the Texas Condominium Act, and the Enabling Declaration.

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ARTICLE VII.

AMENDMENTS

1. These Bylaws may be amended by the Council of Co-Owners in a duly constituted special meeting for such purpose, or in any regular meeting. No amendment shall take effect unless approved by owners representing at least sixty-seven (67%) percent of the total votes in accordance with percentages established for ownership in the general common elements by Paragraph VI of the Enabling Declaration.

ARTICLE VIII.

MORTGAGEES

1. An owner who mortgages his unit shall notify the Council of Co-Owners through the Management Agent, if any, or the President of the Board of Governors in the event there is no Management Agent, the name and address of his mortgagee, and the Council of Co-Owners shall maintain such information in a book kept for that specific purpose.

2. The Council of Co-Owners shall, at the request of a mortgagee or a unit, report any unpaid assessments due from the owner of such unit.

ARTICLE IX.

COMPLIANCE

These Bylaws are set forth to comply with the requirements of the Texas Condominium Act and the provisions of said Enabling Declaration. In case these Bylaws conflict with the provisions of the said Act or said Enabling Declaration, it is hereby agreed and accepted that the provisions of the Act and said Enabling Declaration shall govern.

DATED AND EXECUTED by the undersigned owners this the 7th
day of February, 1985.

CIRAR-GOLDRICK PARTNERSHIP

By: Cynthia M. Goldrick By: CIRAR-CALDWELL CONSTRUCTION
CYNTHIA M. GOLDRICK/PARTNER COMPANY/PARTNER

BY: Charles D. Gray
TITLE: President

Return to
Security Title Co.
505 Barton

FILED

1985 AUG 13 AM 8:08

Navis Angeline
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

0059c

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

AUG 13 1985



Navis Angeline
COUNTY CLERK
TRAVIS COUNTY, TEXAS

09305 0767

- 15 -