

WOOD HARBOUR, INC.

CONDOMINIUM HOMES

1-71-8304

1100
Chb.

THE STATE OF TEXAS X

COUNTY OF TRAVIS X

This DECLARATION made this the 10 day of March, 1978, by WOOD HARBOUR, INC. (hereinafter called "Developer"), a Texas corporation, pursuant to and in accordance with the provisions of the Condominium Act of the State of Texas (hereinafter called "Act"), WITNESSETH:

WHEREAS, in pursuance of a plan for the development of a condominium project to be known and designated as WOOD HARBOUR, INC., the Developer, being the owner in fee simple of the tract of land described on Appendix "A", attached hereto and made part hereof, which land is hereinafter referred to as the "project land", is improving and developing said project, and has constructed cluster homes thereon, hereinafter more particularly described, together with certain other improvements, structures and facilities and appurtenances thereto; and

WHEREAS, the Developer intends by this Declaration to submit said project land and all improvements thereon to the provisions of the condominium regime established by the Condominium Act of the State of Texas, so as to thereby establish a condominium regime under said Act in respect to the project as hereinafter defined and described;

NOW, THEREFORE, the Developer hereby makes the following Declarations: as to the definitions, divisions, descriptions, restrictions, covenants, limitations, conditions, rights, privileges, obligations, and liabilities which shall apply to govern and regulate the sale, resale, or other disposition, encumbrance, acquisition, ownership, use,

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CONDOMINIUM RECORDS
TRAVIS COUNTY TEXAS

6 143

occupancy, and enjoyment of the project property and all parts thereof and the separate free hold estates hereby established, hereby specifying and agreeing that the provisions and contents of this Declaration shall be and constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and grantees and subsequent owners of all or any part of said project.

1. DEFINITIONS - As herein used, unless the context otherwise requires:

(a) "ACT" means the Condominium Act of the State of Texas, as now existing.

(b) "DECLARATION" means this instrument and the By-laws and all exhibits attached hereto by which the project property is submitted to the provisions of the Act, and such Declaration as from time to time lawfully amended.

(c) "BY-LAWS" means the By-laws set out in Appendix "B" of this Declaration which shall govern the administration of the condominium regime hereby established in accordance with the provisions and requirements of the Act, and such By-laws as from time to time hereafter lawfully amended.

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

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

(f) "CLUSTER HOMES" means multi-unit buildings located on the project land and containing condominium homes to be individually and separately owned.

(g) "CONDOMINIUM HOME" means one of the separate and individual units into which the Cluster Homes are divided for individual and separate use and ownership as provided for in said Act and described in this Declaration and the plat attached hereto and includes the space encompassed by the boundaries of the units and certain construction and elements thereof or therein which are to be individually and separately owned, as hereinafter defined, described and established in this Declaration. 1-71-83L

(h) "COMMON ELEMENTS" means the general common elements consisting of all portions of the project property, except the individual units which are to be individually and separately owned.

(i) "HOME" or "UNIT" means an estate of property comprised of a home in a multi-unit cluster home and the undivided percentage of ownership interest in the common elements conveyed with or allocated to such home.

(j) "OWNER OF A HOME", "UNIT OWNER" and similar expressions means the person or persons whose estates or interests individually, jointly or collectively, aggregate fee simple absolute ownership of a condominium unit.

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

(l) "MAJORITY OF UNIT OWNERS" means the owner or owners of homes whose aggregate undivided percentage of ownership interest in the common elements is fifty-one per cent (51%) or more.

2. SUBMISSION OF PROJECT PROPERTY TO THE ACT - Subject to reservations herein contained, the Developer as owner in fee simple of the project property, in order to establish a plan of condominium

ownership in respect thereto submits the project property to the condominium regime established by the Condominium Act of the State of Texas and the provisions thereof, expressly intending and declaring through the recordation of this Declaration its desire to submit certain project property to the condominium regime established by said Act. 1-71-8341

3. PROJECT LAND - The project land, submitted to the provisions of the Act, is the tract of land legally described on said Appendix "A" attached hereto and made part hereof, which plat shows the location, boundaries and dimensions of the project land and the location of the existing condominium cluster homes.

4. THE BUILDINGS - The buildings presently located on the project land and constituting a part of the project property, submitted to the provisions of the Act, are generally described as two story brick veneer buildings on a concrete slab, depicted as four buildings divided into twenty two (22) units, as described on Appendix "A", attached hereto. The homes consist of one, two and three bedroom units.

The boundaries of each existing unit are shown and depicted on Appendix "A", and are and shall be the interior face of stud to interior face of stud, floors and ceiling, and each home includes both the portions of the building so described and the air space so encompassed, excepting common elements. The individual ownership of each unit shall also include the following items, except such items deemed to be part of the building as a whole or the common elements, to-wit: The interior non-bearing and non-supporting walls, partitions, cabinets, shelves, closets, interior and exterior doors, glass in windows and doors, the finished

perimeter walls, floors and ceilings, including carpeting or other floor covering or finish and wall paper or other wall covering or finish, the individual lighting and electrical fixtures and appliances, the individual kitchen and bathroom fixtures, equipment, plumbing and appliances, such as, but not limited to, cooking ranges, range hoods, refrigerators, sinks, dishwashers, garbage disposals, ovens, water closets, lavatories, shower stalls, bath tubs, medicine cabinets and similar fixtures and equipment, the individual air conditioning and heating units and systems, including compressors and the individual hot water heaters, all of which items aforesaid being designed and intended solely for the benefit of and to exclusively serve the particular unit in or to which the same are located or attached, and are not designed or intended for the benefit, use, support, service or enjoyment of any other unit or the common elements or any part thereof.

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

5. UTILITY EASEMENTS - Valid easements shall exist in each unit and in each portion of the common elements for the benefit of each unit owner, the municipality and each authorized utility company, for the installation, maintenance, repair, removal or replacement of any and all authorized utility lines, pipes, wires, conduits, facilities and equipment serving the building as a whole or any individual unit or appurtenances thereto or any part of the common elements, and the ownership of each unit and interest in the common elements shall be subject to such easements.

6. COMMON ELEMENTS - The general common elements, also

1-71-83
 simply referred to as "common elements" shall consist of all the "project property" as herein defined and described, except the individual units and such common elements shall include all the project land as hereinabove defined and described, the communications ways, the compartments for installation of central services, the foundations, bearing walls and columns, all exterior walls to interior of studs, roofs, structural and supporting part of all buildings, the outside walks and driveways and all structures, fixtures, equipment and appliances which are designed and intended for the common and mutual use and benefit of the units and the space occupied by the same. Reference is hereby further made to the Act for further definition of the "General Common Elements," and all reference in this Declaration to the "Common Elements" shall also include the "General Common Elements" as herein and in said Act defined. The carports shall be common elements, however the owner of each home shall have the exclusive easement to the carports attributable to his unit.

7. OWNERSHIP OF THE COMMON ELEMENTS - Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective unit owned by him, as follows:

<u>Building & Home Number</u>	<u>Undivided Percentage Interest</u>
#1, Units 101, 102, 201, 202 3 Bedroom	6.403% each unit
#2, Units 103, 104, 203, 204 1 Bedroom	3.535% each unit
#2, Units 105, 106, 205, 206 2 Bedroom	4.611% each unit
#3, Units 107, 207 2 Bedroom	4.611% each unit
#4, Units 110, 111, 210, 211 1 Bedroom	3.535% each unit
#4 - Units 108, 109, 208, 209 2 Bedroom	4.611% each unit
Total	100.00%

The percentage of ownership interest in the Common Elements so allocated to the respective homes is based on relative values arbitrarily assigned by the Developer to each home solely for this purpose, and such values do not necessarily reflect or represent the selling price or actual value of any unit, and regardless of any other matter, such percentage of ownership in the Common Elements allocated to each unit shall remain fixed and constant and the same cannot be changed except by the written consent of each and every owner and mortgagee of a unit in this Condominium Project, duly executed, acknowledged and filed for record as a partial amendment to this Declaration. Said ownership interest in the Common Elements shall be undivided interests and the Common Elements shall be owned by Units Owners, as tenants in common in accordance with their respective percentages of ownership. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as suitable for condominium regime, and in any event, all mortgages must be paid prior to the bringing of an action for partition, or the consent of all

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mortgagees to such action must be obtained. Any covenant to the contrary shall be void. The percentage of the common elements allocated to each unit shall not be separated therefrom or separately sold, conveyed, 1-71-8311
encumbered or otherwise separately disposed of, and each interest in the Common Elements shall follow the respective unit to which it is allocated, and shall be deemed to be conveyed encumbered with its respective unit to which it is allocated, even though the description in the instrument of conveyance or encumbrance shall refer only to the unit.

8. USE OF THE COMMON ELEMENTS - Each Unit Owner shall have the right to use and enjoy the common elements, in common with all other unit owners, for the purposes for which they are intended and as may be required for the purposes of access and ingress and egress to and the use and occupancy and enjoyment of the respective units owned by such unit owners without hindering or encroaching upon the lawful rights of other co-owners. Such right to use and enjoy the common elements shall extend to each unit owner, the members of his family, the tenants or other lawful occupants of each unit and their guests, visitors, invitees, or permittees, and all such other persons as may be invited or permitted by the Board of Administration of this condominium regime or its representative to use/or enjoy the common elements or any part thereof. Such right to use the common elements shall be subject to and governed by the provisions of the "Act", this Declaration, the By-laws attached hereto, and the rules and regulations hereafter lawfully made or adopted by the Board of Administration or the Council of Co-owners of this condominium regime. Each unit owner shall be deemed to have an easement in the interest of all other unit owners in the common elements for the installation, maintenance, repair or replacement of all individually owned fix-

tures, equipment and appliances which are in any way affixed to, supported by or located in any space or structure constituting part of the common elements. The cost and expense for the maintenance, repair, upkeep, operation and replacement of the common elements shall be a common expense of all unit owners in proportion to their respective undivided interest in the common elements. 1-71-8312

9. WINDOWS AND DOORS - Notwithstanding anything else in this Declaration which may be or appear to be to the contrary, the glass in all windows or doors of each unit and all exterior and interior doors of each unit shall be deemed to be part of the home 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. All of the exterior of the doors and all glass in windows and doors will remain in conformity with the original.

10. COUNCIL OF CO-OWNERS - Each owner of a unit shall automatically be a member of the "Council of Co-owners" (hereinafter referred to as the "Council") which shall be the governing and administrative body for all unit owners for the protection, preservation, upkeep, maintenance, repair, operation and replacement of the common elements, and the government, operation and administration of the project property and the condominium regime hereby established, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Council shall also automatically cease. Upon any transfer of ownership of any unit, the new owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to such membership in the Council.

11. REPRESENTATION FOR VOTING - The aggregate number of votes for all members of the Council shall be one hundred (100), which

shall be proportionately divided among the owners in accordance and in direct proportion to their respective percentage of ownership interest in the common elements so that he may exercise the voting rights allocated to each unit owned by him. In the event a unit is jointly owned by two or more persons, one person shall exercise the voting right for both, by agreement between the two persons. The Developer or its representative may exercise all the votes allocated to the unsold property while owned by Developer.

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12. BOARD OF ADMINISTRATION - The affairs of the Council shall be managed by a Board of Administration. At or as soon as convenient after the organizational meeting of the Council, the Council shall elect the first Board of Administration which shall consist of not less than three (3) members, all of whom shall serve without pay or compensation for such term as specified in the By-laws of this condominium regime. Such members however, may be paid for specific services rendered. Such Board of Administration (hereinafter referred to as the "Board") shall be specified in this Declaration, or in said By-laws as may be delegated to it from time to time by the Council.

13. BY-LAWS - The government and administration of the condominium regime hereby established shall be in accordance with the By-laws which have been initially adopted by Developer as sole owner of the project property, and which are appended hereto and identified as such. These By-laws may be amended by the Developer as hereafter provided and from time to time by the Council in accordance with the provisions thereof.

14. ADMINISTRATION BY DEVELOPER - Until such time as Developer has sold and conveyed ~~twenty-two~~ (22) units or the expiration of thirty-six (36) months from the date this Declaration is filed for record,

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 Administration, and shall have the right to exclusively exercise and perform all of the rights, powers, authority, functions and duties herein or in said Act or By-laws given to the Council or the Board. 1-71-8314

Developer acknowledges and represents that The Capital National Bank in Austin, a national banking corporation, is the owner and holder of a mortgage and lien, as same appears of record, upon and against the property constituting and described as the project property in this Declaration, being all the project land and all improvements thereon, and it is hereby stipulated and agreed that in the event of any foreclosure of such mortgage or lien or any renewal, extension or re-arrangement thereof, prior to the time Developer has sold and conveyed twenty-two (22) units or the expiration of thirty-six (36) months from the date this Declaration is filed for record, whichever occurs first, then and in such event the purchaser at any such foreclosure sale shall, at its or his option, succeed the Developer as "Temporary Administrator" and shall have and possess all the rights, privileges, powers and authority hereinabove reserved or granted unto Developer to act as the temporary sole Administrator for the government and administration of this condominium regime for the remainder of the period of time during which Developer would have been entitled to act as such "Temporary Administrator" but for such foreclosure sale. It is expressly understood and agreed that such purchaser at any foreclosure sale shall act as such "Temporary Administrator" and shall possess the above rights, privileges, and authority as such, only until the time that the number of units previously sold and conveyed by

Developer plus the number of units sold and conveyed by such successor
Temporary Administrator shall total ~~twenty-five~~ (22) units or until the
expiration of thirty-six (36) months from the date this Declaration is
filed for record, whichever occurs first. Said successor Temporary
Administrator shall have all privileges and may exercise all rights,
powers and authority which Developer had or could exercise as Temporary
Administrator. And, in the event the purchaser at any foreclosure sale
shall elect to succeed Developer as such Temporary Administrator, then
it is agreed that the sale made to such purchaser at such foreclosure sale
shall not be counted as or deemed to be a sale by the Developer for the
purpose of determining or terminating the period of temporary admin-
istration hereinabove provided for, and in the case of such election it
is further agreed that the purchaser at such foreclosure sale shall also
succeed to all exemptions, privileges, rights, powers and authority
of Developer under Paragraphs 32 and 34 of this Declaration, and that
during the time of administration by such successor Temporary Admin-
istrator the provisions of Paragraph 5 (b) of Article VI (Assessments)
of the By-laws attached as Appendix "B" to this Declaration shall apply
to said successor Temporary Administrator and the units owned by it
or him.

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In order to exercise the option hereinabove provided for, the pur-
chaser at such foreclosure sale shall within thirty (30) days from the
date of such foreclosure execute, acknowledge and file for record a
written instrument setting out the fact of such foreclosure and of his or
its purchase at such foreclosure sale and of his or its election to exercise
the option hereinabove granted to succeed Developer as "Temporary
Administrator".

15. TEMPORARY MANAGING AGENT - During the period of administration of this condominium regime by Developer as Temporary Administrator, as above provided, the Developer may employ or designate a Temporary Manager or Managing Agent, who shall have and possess all of the rights, powers, authority, functions and duties as may be specified in the contract of employment or as may be delegated by Developer to him. The Developer may pay such Temporary Manager or Managing Agent such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the common expenses of this condominium regime and shall be paid out of the "Maintenance Fund" hereinafter provided for.

1-71-831

16. COMMON EXPENSES - ASSESSMENTS - The owner of each unit shall be bound and obligated and agrees to pay, as assessments therefor are made during his tenure of ownership, his prorata part and share of the expenses of administration and of maintenance, repair, upkeep, protection, replacement, and operation of the Common Elements and of any other expenses lawfully agreed to by the Council of Co-owners or the Board of Administration as authorized by the Act, this Declaration or by the By-laws appended hereto, all of which expenses herein mentioned are in this Declaration referred to as the "common expenses." The prorata part and share of the common expenses which shall be assessed against each unit owner, and which each unit owner agrees to pay, shall be in the same ratio and in proportion to his percentage ownership interest in the common elements as set out in Paragraph 7 above. Assessments for common expenses and payments therefor shall be made as ~~assessments~~ provided for in the By-laws appended hereto, and as from time to time amended. No owner of any condominium unit or interest therein shall be exempt from paying or contributing his prorata part and share of the

common expenses by waiver of the use of enjoyment of the common elements or any part thereof or by abandonment of the Unit or his interest therein. The amount of common expenses assessed against each unit shall be on a monthly basis and shall become due and payable monthly. All sums collected for common expenses shall constitute and be known as the "Maintenance Fund" of this condominium regime.

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17. LIENS TO SECURE ASSESSMENTS - The assessments for common expenses shall be made against the owner of each condominium unit then owning the same and also against the unit itself; and in the event any unit owner shall fail or refuse to pay his prorata share and part of the common expenses as the same shall become due and payable, then all such assessments which have become due and payable and which have not been paid shall constitute and be secured by a valid lien on such unit for the benefit of all other unit owners. No lien shall exist against any unit for assessments which have not yet become due and payable. Such liens shall be prior to all other liens, except that such assessment liens shall be subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied by the county and State governments or any political subdivision or special district thereof, (2) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment for such assessment for common expenses became due and payable and (3) all liens securing any loan made to a purchaser for any part of the purchase price of any condominium unit when such condominium unit is purchased from the Developer.

Such lien for common expenses herein provided for may be foreclosed, without prejudice and subject to the aforesaid prior and superior liens, by suit by the Board of Administration or any authorized officer or member thereof, acting in behalf of all unit owners in like manner as mortgages

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156

on real property. No foreclosure suit or sale thereunder shall affect or impair any of the prior liens above mentioned. The Board of Administration or any person authorized by it, acting in behalf of all unit owners, shall have power to bid in the unit foreclosed on at the foreclosure sale, and to acquire, hold, lease, mortgage or convey the same in behalf of all unit owners. All funds realized from any foreclosure sale shall be applied first to the cost and expense of filing and prosecuting suit, including all costs of court and a reasonable amount for attorney's fees, and then towards payment of the indebtedness sued on, and the remainder, if any, shall be paid over to the defendant or defendants in the suit as their interest may appear. In the event the proceeds realized from the foreclosure sale, applied as aforesaid, shall be insufficient to pay off and discharge the whole amount of the assessments sued on, then the purchaser acquiring title to such unit at such foreclosure sale, whoever he may be, other than the unit owner sued, shall not be liable for the deficiency, but such deficiency shall be deemed a common expense, collectible from all unit owners, including the purchaser at the foreclosure sale, on a prorata basis as in the case of other common expenses. The defaulting unit owner sued shall remain personally liable to the unit owners paying such deficiency.

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18. STATEMENT OF ASSESSMENTS - The Board of Administration or its representative shall furnish to any prospective purchaser or mortgagee of any condominium unit, at the request of the owner, a written statement as to the amount of the assessments for common expense which have become due and are unpaid up to a given date in respect to the condominium unit to be sold or mortgaged; and in the case of a sale the purchaser shall not be liable nor shall the unit purchased be liable or subject to any lien for any unpaid assessment which has

become due and is not shown on such statement for the period of time covered thereby, however, the selling owner shall remain liable for same and in case of his failure or refusal to pay then the same shall be collectible from all other unit owners on a prorata basis in proportion to their ownership interest in the common elements, and they shall have recourse against the selling owners; but in the event of a mortgage then the unpaid assessments now shown on said statement for the period of time covered thereby shall remain the obligation of the unit owner mortgaging his unit, but the assessment liens securing same as provided for in this Declaration shall be and remain inferior and secondary to the mortgage and liens held by the mortgagee to whom or for whom or for whose information said statement was furnished.

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19. UTILITIES - All utilities such as electricity for light and power, and telephone which are intended to serve each individual unit are on separate meters and shall be separately paid by the owner of each unit, and each unit owner shall also separately pay all deposits required in connection with or for such utilities and services. All utilities which are designed and intended to serve the common elements or any portion thereof shall be a common expense to all unit owners and each unit owner shall pay his prorata share thereof in the ratio of his ownership interest in the common elements, as in the case of other common expenses.

20. PROPERTY INSURANCE - The Board of Administration shall obtain and continuously keep in effect a master property insurance policy to insure the buildings, structures and units in or on the project property, against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions. The insured shall be the Council of Co-owners as to common elements and unit owners as to their units. The cost of such insurance on the common elements

shall be deemed a common expense and shall be paid by the unit owners in the same ratio of the ownership interest in the common elements. Said sums shall be collected on a monthly basis as a common expense. In the event of destruction of the project property by any hazard covered by such insurance and the proceeds are insufficient to restore the property to the condition that it was in prior to the destruction then the Board shall pay for any deficiency in regard to the common elements and the same shall be paid, as assessed, by the unit owners as a common expense. Any deficiency in regard to the property owned by the unit owner or owners shall be paid by such affected unit owner or owners. Each unit owner shall be obligated to pay the insurance premiums on his unit separately.

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21. PUBLIC LIABILITY OR OTHER INSURANCE - The Board of Administration or its representative shall also have the authority to obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and any other liability insurance as it may deem desirable, insuring each unit owner and the Council of Co-owners, Board of Administration, and managing agent (temporary or permanent) from and against liability in connection with the common elements, to the extent such insurance may be obtained, and all costs, charges and premiums for all such insurance shall be deemed as a common expense of this condominium regime, and each unit owner shall pay his prorata share of same as in the case of the common expenses as provided for in this Declaration.

22. INDIVIDUAL INSURANCE - Each unit owner shall be responsible at his own personal cost and expense, for his own personal insurance on the contents of his own unit and his additions and improvements thereto,

6 159

and his decorations and furnishings and personal property therein and his personal property stored elsewhere on the project property, as well as his personal liability to the extent not covered by the liability insurance for all of the unit owners which may be obtained as common expense.

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23. EASEMENTS FOR ENCROACHMENTS - If any portion of the common elements shall be situated or encroach upon any unit, or if any unit shall actually encroach upon any portion of the common elements, as the units, and common elements actually and physically exist, or as shown by the plat attached hereto, then there shall be deemed to be mutual valid easements for such encroachments and for the maintenance of same so long as such encroachments exist. In the event any building or other structure is totally or partially damaged or destroyed and then repaired, restored or rebuilt, the unit owners agree that all encroachments of or upon the common elements and facilities due to repair or reconstruction shall be permitted and that a valid easement for such encroachments and maintenance thereof shall exist.

24. ALTERATIONS, ADDITIONS AND IMPROVEMENTS - No alterations of any portion of the common elements or additions or improvements thereon shall be made by any unit owner without the prior written approval of the Board of Administration or Council of Co-owners and WOOD HARBOUR, INC. No unit owner shall make any structural modification or substantial alteration of his home or the installations located therein, except in a manner authorized by the Board or Council in writing.

25. MAINTENANCE, REPAIRS AND REPLACEMENTS - Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own unit, except as to the common elements located therein. Specifically, but without limita-

tion, each unit owner at his own expense, shall maintain, repair or re-
place any surface within interior stud to interior stud of his unit and all
interior partitions or room walls, all exterior and interior doors, all
glass in windows or doors, his own cooking range, oven, refrigerator, 1-71-8322
sink, garbage disposal, and all other individual kitchen appliances, his
individual lighting equipment, and fixtures, all interior bath room fix-
tures, appliances and plumbing and all elements and contents of his unit,
which are individually and privately owned and do not constitute any part
of the common elements. All portions of the common elements shall be
maintained, repaired or replaced by the Board of Administration or its
representative as a common expense of all unit owners. All workmen and
other persons authorized by the Board of Administration or the Council
of Co-owners or their representative shall be entitled to reasonable access
at reasonable times to the individual units as may be required from time
to time in connection with the maintenance, repair or replacement of or
to the common elements or any equipment, facilities, or fixtures affecting
or serving other units or the common elements. In the event and to the
extent that equipment, facilities and fixtures within one unit shall be
connected to similar equipment, facilities and fixtures serving another
unit or the common elements, then reciprocal easements for the main-
tenance for same shall exist.

26. INTERIOR DECORATING - Each unit owner after sale of unit
shall furnish and be responsible for, at his own cost and expense all of
the decorating within his own unit, including painting and wallpapering,
washing, cleaning, paneling, floor covering, draperies, wall covering,
window shades, curtains, and all other furnishings and interior decora-
tions. Each unit owner shall also keep clean at his own expense the in-
terior and exterior surfaces of all plateglass or window panes.

27. **USE AND ACCESS BY DEVELOPER** - Until Developer has completed all construction work and has sold and conveyed all units, the Developer and its workmen, agents, servants or employees shall have free and unobstructed use of and access to all of the project property as may be required for the completion of construction and to facilitate the sale of unsold units. 1-71-8323

28. **TAXES** - Taxes, assessments and other charges of the City, County, State or any other political entities or any special district thereof on the entire project (including common elements and individual units) shall be paid by the Board of Administration and shall be assessed to the unit owners in the same ratio as their ownership in the common elements. Said amounts shall be a common expense and collected monthly as other assessments.

29. **LEGAL DESCRIPTION OF UNITS** - The legal description of any unit may consist of the identifying number of the unit and the building in which it is located. All such descriptions or references to any unit shall be deemed to also include the undivided percentage of ownership interest in the common elements belonging to such unit, whether expressly mentioned or not.

30. **INSPECTION-WAIVER** - Each purchaser of a unit has full opportunity and shall be under a duty to inspect and examine the unit to be purchased by him prior to his purchase thereof, and agrees that the unit is purchased as actually and physically existing. It is expressly agreed that each and every purchaser of a unit agrees for himself, his heirs, executors, administrators, and assigns, that the square footage, size and dimensions of each unit, and each area constituting any part of the common elements as set out and shown in this Declaration or the plat attached hereto are based upon relative percentages and square footages

which have been arbitrarily assigned and agreed upon solely for this purpose and do not necessarily reflect or represent the precise percentage of square footages of any specific portion of the project property, and that the Developer does not warrant, guarantee or represent that any unit or any area constituting any part of the common elements contains precisely the area, square footage or dimensions shown by the plat thereof; and each purchaser of a unit, for himself, his heirs, executors, administrators, and assigns, expressly waives any claim or demand of any kind or nature which he could possibly have against Developer or any person whomsoever on account of any difference of shortage or discrepancy between the size, square footage, or dimensions actually and physically existing and the size, square footage and dimensions shown on the plat attached hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever, or in connection with any matter, the existing physical boundaries of any unit or of any unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movements of the building, and regardless of variances between boundaries as shown on the plat and the actual boundaries of the building.

1-71-832A

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

(1) Each unit shall be used and occupied by the owner or his lessee for residential purposes only and for no other purpose or purposes, except as permitted in Paragraph 9 below.

6 163

(2) No unit shall be altered, remodeled, subdivided or converted into more than one dwelling unit.

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

(4) No signs or posters of any kind shall be placed on any part of the common elements or on any individual unit except as authorized by the Board of Council and permitted by the Architectural Control Committee of WOOD HARBOUR, INC., its successors or assigns.

(5) No unlawful, immoral, noxious or offensive activities shall be carried on or permitted in any unit or elsewhere on the project property nor shall anything be done therein or thereon which shall constitute a nuisance or cause unreasonable noise or disturbance to others. No repairs to any vehicle of any character shall be made on the project, nor shall junk vehicles be parked on the project.

(6) No animals of any kind, other than small household pets, shall be housed or kept in or about the condominium project, including individual units. Any house pets which are allowed outside must be kept on a leash at all times.

(7) No T.V. or radio antennae shall be installed except that the owner of Unit 107, Building 3, shall be allowed to construct a radio antennae or antennas on the west side of the roof of Building 3.

(8) No excessively noisy motor vehicles of any kind whatsoever shall be used or housed within the project.

(9) Provided, however, (a) that for so long as Developer owns any of the units which are for sale, the Developer or its agents may use any unit which it owns as a "model home" for display to the public and/or as a sales office, and may place and maintain such signs on any part of the common elements as it may desire to advertise the project or the sale of the condominium units, and (b) any unit in this condominium project may be used at any time or from time to time without limitation as the office and place

1-71-8325

of residence of a resident manager for this condominium project and it is agreed and understood that such resident manager may also serve as manager or managing agent for other condominium projects, or regime at any time to be created or established by Developer in the vicinity of the condominium project and regime established by this Declaration and may use and occupy such unit as an office for the management of such other condominium projects.

1-71-8326

(10) No outside clothes or drying lines shall be installed or permitted to be installed in the common elements.

(11) Draperies installed in individual condominium units must have white lining materials or have a white exterior appearance, so as to provide a uniform and attractive exterior appearance.

(12) No fences shall be put up unless approved by WOOD HARBOUR, INC., its successors and assigns.

(13) The use or discharge of firearms, firecrackers or fireworks is expressly prohibited within this condominium project.

32. AMENDMENTS - Except as hereinafter provided in this paragraph, the provisions of this Declaration shall not be changed, or amended, without the written consent of the majority who in aggregate represents 100% ownership of the common elements, and each such amendment shall be filed for record in the same manner as this Declaration. No amendment shall affect or impair the rights of any mortgagee unless such mortgagee in writing consents to the same; provided, however, that:

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

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

(2) If any amendment hereafter made to the Condominium Act of the State of Texas would not otherwise apply to the condominium regime established by the recordation of this Declaration, then the Council may at any regular meeting or special meeting called for that purpose, adopt a resolution to amend this Declaration in order to enable the application of any such amendment to said Act to the condominium regime hereby established, provided that such resolution shall receive the affirmative vote of the unit owner or owners who represent at least 65% ownership interest in the common elements, in the aggregate. Upon adoption of any such resolution, it shall be duly executed by the presiding officer and secretary of such meeting and filed for record as an amendment to this Declaration.

1-71-8327

33. REMEDIES - In the event any default is made by any unit owner under the Act, this Declaration or by-laws appended hereto, or rules or regulations of the Board or of the Council, or their representative, shall have all of the rights and remedies which may be provided by the Act, this Declaration or the By-laws, or which may be available at law or in equity, and may prosecute any action or other proceeding against any defaulting unit owner and/or owners for enforcement of any lien or to enforce compliance with the matter in respect to which default has been made, by injunctive relief or otherwise, or for the collection of any sums or debts or damages in default or arising from any default. All expenses incurred in connection with any such action or proceeding shall be part of the common expenses of this condominium regime and collectible from each unit owner as in the case of other common expenses. The Board of Administration or its authorized representative shall be further empowered and authorized to correct and cure any

6 166

matter in default and to do whatever may be necessary for such purpose, and all expenses.

34. RIGHTS AND OBLIGATIONS - The rights and obligations of the respective unit owners under this Declaration and the By-laws, as may be amended, shall be deemed to be covenants running with the land, so long as the project property remains subject to the provisions of the Act, and shall inure to the benefit of and be binding on each and all of the respective unit owners and their respective heirs, executors, administrators, successors, legal representatives, assigns, purchasers, lessees, grantees, mortgagees, and all others having or claiming an interest in any unit, subject to the provisions of the Act, this Declaration and the By-laws. Upon acceptance or recordation of any deed to a condominium unit, the owner thereof shall be deemed to have accepted and agreed to and shall be bound and subject to each and all of the provisions of the Act and this Declaration and the By-laws.

35. NOTICES - Notices provided for in the Act or this Declaration or By-laws shall be in writing and shall be addressed to the Board or the Council at the address of the Board or its representative which may be established from time to time, and of which the unit owners shall be notified. Notice to the unit owners may be sent to the mailing address of their respective units, or to such other address which any unit owner may in writing designate by notice thereof to the Board or its representative.

36. SEVERABILITY - INTERPRETATION - If any provision of this Declaration or the By-laws or any section, sentence, paragraph, clause, phrase or word, or the application thereof in any circumstance shall be invalid or unenforceable, the validity or enforceability of the remainder of this Declaration or By-laws and the application of any

such provision, section, sentence, paragraph, clause, phrase, or word in any other circumstance shall not be affected thereby. If anything in this Declaration or the By-laws shall be susceptible to two or more interpretations, then the interpretation which shall most nearly be in accord with the intent of the Act, and the general purposes and intent of this Declaration and the By-laws shall govern.

1-71-8329

37. MAINTENANCE OF LANDSCAPING AREAS IN COMMON ELEMENTS - The cost and expense for the upkeep and maintenance of the landscaping in the common elements, including the cost and expense of maintaining, cutting, and caring for grass, plants and shrubbery and also the cost of lighting of the recreation areas and all other expenses incidental to the upkeep, maintenance and/or operation of such areas shall be a common expense of the owners of the units in this condominium project, and shall be included in the assessments for the usual and ordinary cost and expenses for the maintenance, repair, upkeep, and operation of the common elements of this condominium regime, and each unit owner shall pay his prorata share thereof as in the case of the other common expenses.

38. ALL ELECTRIC COVENANT - This condominium project has been so designed and constructed as to provide maximum safety and comfort for the residents, as well as to qualify the property to receive the most economically favorable rates for insurance and electric energy used therein, and no owner and/or occupant of any unit shall use coal, oil, or any source of energy for heating, cooling or lighting any part of such project other than electricity or gas. (This does not include wood burning fireplaces).

39. OMISSIONS - In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then

6 168

such omitted matter shall be supplied by inference and/or by reference to the Act.

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

41. RESERVATION - In the event the Developer, its successors, administrators, executors or assigns shall at any time or from time to time hereafter decide to develop any other land now owned or hereafter acquired by it in the vicinity of the condominium regime hereby established, then Developer reserves and shall have the right to use the expression "WOOD HARBOUR, INC., SECTION TWO" as a part of the name of such other condominium project or projects.

EXECUTED this the 10 day of March A.D., 1978.

(NO SEAL)

WOOD HARBOUR, INC.

BY: J. J. Purser
President

1-71-8330

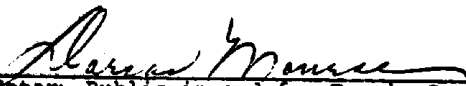
THE STATE OF TEXAS I
COUNTY OF TRAVIS I

1-71-8331

BEFORE ME, the undersigned authority, on this day personally appeared SIDNEY PURSEIR, PRESIDENT of WOOD HARBOUR, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the said WOOD HARBOUR, INC., for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10 day of March, 1978.

NOTARY SEAL


Notary Public in and for Travis County,
Texas

APPENDIX "A"

1-71-8332

LOT THREE (3), BLOCK R, TALLWOOD SUBDIVISION A,
subdivision, City of Austin, Travis County,
Texas, recorded in Plat Book 40, Page 33, of the
Plat Book Records, Travis County, Texas;

SAVE and EXCEPT that part conveyed to the City
of Austin described in Volume 5332, Page 2337,
Travis County Records.

APPENDIX "B"

BY-LAWS OF

WOOD HARBOUR, INC.

CONDOMINIUM HOMES

1-71-8333

WOOD HARBOUR, INC., a Texas corporation, (hereinafter called Developer), being the sole owner in fee simple of the project land and project property submitted to the provisions of the condominium Act of the State of Texas, by the recordation of the Declaration to which these By-laws are attached, as such sole owner does hereby adopt the following By-laws which shall govern the administration of such condominium regime as provided for and in compliance with said Act.

ARTICLE I - Name

This condominium project and regime shall be known and designated as "WOOD HARBOUR, INC."

ARTICLE II - Definitions

The definitions set out in the foregoing Declaration are adopted for the purposes of these By-laws.

ARTICLE III - Administrative Body

1. Council of Co-owners - Each owner of a condominium unit in this condominium project and regime shall automatically be a member of the "Council of Co-owners" (hereinafter called the "Council") and shall remain a member thereof until such time as his ownership ceases for any reason. Upon any transfer of ownership of any condominium unit, howsoever accomplished, the new owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to such membership in the Council. The Council shall be the governing and administrative body for all unit owners for the protection, preservation, upkeep,

maintenance, repair and replacement of the Common Elements and the government, operation and administration of this Condominium regime. In case of corporate or partnership ownership, one person shall be designated as "owner" by the corporation or partnership to be a member of the Council and speak for the corporation or partnership.

1-71-833A

2. Organizational and Annual Meetings - As soon as practical after Developer has sold and conveyed twenty two (22) units or the expiration of thirty-six (36) months from the date the Declaration is filed for record, whichever shall first occur, the Developer shall give each unit owner written notice of the date, time and place of a meeting to organize the Council of Co-owners. Thereafter, annual meetings of the Council shall be held on such dates and at such times and places as the Board of Administration or its representative shall annually determine in the absence of a date, time and place as the Council may decide upon at any meeting. At any annual meeting, the Council may transact any business which may be properly brought before the meeting.

3. Special Meetings - Special meetings of the Council may be called by the President or a majority of the members of the Board of Administration or by unit owners representing at least 25% ownership interest in the common elements. Notices of special meetings shall be in writing, and may be mailed or personally delivered, and shall state the date, time, place and general purpose of the meeting. No business shall be transacted at any special meeting which is not generally stated in said notice unless unit owners representing at least 51% ownership interest in the Common Elements, either in person or by proxy, consent to the transaction of such business.

4. Votes - The aggregate number of votes for all unit owners at all

6 173

meetings of the Council shall be one hundred (100), which vote shall be divided proportionately among the unit owners in accordance with and in proportion to their respective ownership interests in the Common Elements as allocated to each unit in the Declaration. Votes at any meeting may be cast in person or by proxy. The Developer, through any officer, agent or representative in person or by proxy, may cast the votes to units owned by it.

1-71-8335

5. Quorum - A quorum of unit owners for any meeting of the Council shall be constituted by Unit Owners represented in person or by proxy and holding 51% or more of the total votes of all unit owners. If any meeting of the Council cannot be organized because a quorum is lacking, then by majority vote of the unit owners present, either in person or by proxy the meeting may be adjourned to the same hour of a day not less than ten (10) days nor more than thirty (30) days from the date on which such meeting was to have been originally held, and at any such adjourned meeting a quorum shall be constituted by unit owners present, in person or by proxy, holding more than 40% of the total votes of all unit owners. Notice of such adjourned meeting shall be given in the same manner as for the originally scheduled meeting. The term "majority vote" as used in these By-laws shall mean more than 50% of the votes cast on any question. The term "majority of unit owners" or "majority of Owners" as used in these By-laws means the owner or owners of units whose aggregate interest in the common elements is 51% or more.

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

1-71-8336

ARTICLE IV - Board of Administration

1. Composition and Election - At the organizational meeting of the Council, it shall elect a Board of Administration (hereinafter called "Board") which shall be composed of not less than three (3) members. If the owner of any unit is a corporation, partnership, trust or other legal entity, a board member may be an officer, director, partner, shareholder, agent or other representative of such unit owner. At each subsequent annual meeting of the Council, it may elect new members to the Board in place of those whose terms have expired. For the election of Board members, each unit owner shall cast his vote for the number of Board members to be elected, and the candidates receiving the most votes shall be deemed elected.

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

- (a) To elect officers of the Council as hereinafter provided.
- (b) To administer the affairs of the Council and the Common Elements and common interest of the project property and the unit owners.
- (c) To keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the project property and buildings and its administration, and specifying the maintenance and repair expenses of the common elements. Both the books and vouchers accrediting the entries thereon shall be available for examination by all the co-owners at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and shall be audited at least once a year by an auditor outside of the organization, as

provided by the Act.

(d) To engage the services of a manager or managing agent who shall manage and operate the common elements for all unit owners, upon such terms and conditions and for such compensation, and with such duties and authority, as the Board may specify.

1-71-8337

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

(f) To plan and adopt from time to time an annual budget for the estimated annual common expenses for the maintenance, repair, upkeep, protection, insurance, replacement, management and administration of the common elements as well as for the common insurance and other common services or benefits, and to provide the manner of assessing and collecting from the unit owners each month their prorata share of such estimated common expenses.

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

(h) To provide for the designation, hiring and removal of employees and other personnel, including bookkeepers and accountants, and to engage or contract for the services of other, and in general to make purchase of labor, materials and/or services for the repair, upkeep, maintenance, replacements, protection, insurance, management or administration of the common elements and other common interests, and in general to perform such other acts which are not required to be done exclusively by the Council for the orderly and efficient management and ad-

6 176

ministration of this condominium regime.

3. Term of Office -- No Compensation - At the first meeting of the Council at which Board members are elected, the term of two (2) members shall be fixed at two (2) years and the term of office of the other members shall be fixed at one (1) year; and at the expiration of the initial term of office of each respective member, his successor shall be elected to serve a term of two (2) years. The Board members shall hold office for their respective terms and until their successors have been duly elected and hold their first meeting. The Board members shall serve without any pay or compensation for their services as such, except that should Board members perform services and duties in connection with the operation and/or maintenance of the project, they may receive reasonable compensation for this work on the same basis as any other person employed.

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

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

6. Automatic Resignation and Removal - If any member of the Board was the owner of a unit or interest therein at the time of his election, then at such time as his ownership ceases for any reason, whether voluntarily or involuntarily, he shall be deemed to have automatically resigned from the Board and shall be automatically removed therefrom unless he then owns another unit or interest therein in this condominium project.

1-71-8338

7. Removal by Council - At any special meeting called for that purpose, the Council by majority vote at such meeting may remove any member or members from the Board, with or without cause, provided that a successor or successors shall then and there be elected by the Council to fill the unexpired terms of those removed.

1-71-8339

8. First Meeting - The first meeting of the newly elected Board shall be held within ten (10) days after its election at such place as they shall fix at the meeting at which they were elected, and notice shall be necessary to the newly elected members in order to legally constitute such meeting, provided that a majority of the whole Board shall be present.

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

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

11. Waiver of Notice - Before or at any meeting of the Board any member may orally or in writing waive the required notice for such meeting, and such waiver shall be deemed equivalent to the giving and receipt of such notice. Attendance by a member at any meeting shall be deemed as a waiver of the required notice, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on

6 178

the ground that the meeting is not lawfully called or convened. If all members of the Board are present, no notice thereof shall be required and any business may be transacted thereat.

12. Quorum - At all meetings of the Board the presence of at least two (2) of the Board members shall constitute a quorum for the transaction of business, and the acts and decisions of a majority of the members present at a meeting at which a quorum is present shall be decisive of all questions.

ARTICLE V - Officers

1. Designation - The principal officers of the Council shall be a president, a vice president, a secretary and a treasurer. The office of vice president, secretary and treasurer may be held by the same person at the same time. The Board may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be desirable.

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

3. Removal of Officers - Any officer may be removed at any time, with or without cause, by majority vote of the Board or of the Council at any regular meeting or special meeting called for that purpose.

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

5. Vice President - The Vice President shall take the place of the President and perform his duties whenever the President is absent or

1-71-8340

unable to act.

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

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

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

9. No Compensation - The officers shall serve without any pay or compensation for their services as such, except that if the managing agent holds any office he may be paid for his services as managing agent, including performance of the duties of his office.

ARTICLE VI - Assessments

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

Copies of the annual budget shall be furnished to each unit owner

not later than thirty (30) days prior to the beginning of each fiscal year. The annual budget as estimated by the Board shall serve as the basis for the regular monthly assessments against the unit owners, unless such budget is change, altered, or modified by the Council at any regular meeting or special meeting called for the purpose, in which case such budget as so changed, altered or modified by the Council shall be the basis for the regular monthly assessments.

2. **Obligation of Unit Owners** - On or before the first day of the first month and of each succeeding month of the fiscal year covered by the annual budget, each unit owner shall pay to the Board or such person as the Board may designate, as his respective regular monthly charge and assessment for the common expenses, his proportionate share of the estimated annual common expenses as shown by such annual budget. Such proportionate share for each unit owner shall be in the ratio and proportion as his interest in the common elements. The Board or other person authorized to collect the monthly assessments shall receive, hold and disburse the same as Trustee, for the use and benefit of each unit owner, and shall use, expend and disburse the same for the purpose authorized in these By-laws, the Declaration or the Act. All assessments so collected shall be deposited in and constitute the "Maintenance Fund" of this condominium regime. The monthly assessments shall be due and payable monthly whether or not a statement for same is sent or received, and failure to send or receive a statement shall not excuse the payment of any monthly assessment as it becomes due and payable each month.

In the event the Board shall not approve an estimated budget for any year, then the Council may approve and adopt such budget at any regular meeting or special meeting called for such purpose; in any event until

such time as the Board or Council adopts a new budget for a new fiscal year and notifies each unit owner of such, each unit owner shall continue to pay each month the amount of his monthly assessment as last-determined.

1-71-8343

3. Supplemental Budget - In the event it shall appear to the Board that the estimated budget for any fiscal year shall be inadequate to cover the estimated common expenses in respect to the common elements or other expenses lawfully agreed upon in accordance with the provisions of the Act, the Declaration or these By-laws, then the Board shall prepare or cause to be prepared a supplemental estimated budget to cover the estimated deficiency for the remainder of the fiscal year and each unit owner shall be assessed and pay his own prorata part and share of the same in the ratio which his percentage of ownership interest bears to the common elements.

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

5. Assessments During Period of Administration by Developer as Temporary Administrator -

(a) Assessments against units owned by persons other than Developer - No budget or estimated budget for the common expenses shall be prepared or adopted during the period of time this condominium regime is being governed and administered by Developer as Temporary Administrator. Instead, during this period of time, the purchaser and each subsequent owner of a condominium unit sold and conveyed by Developer shall be

assessed and obligated to pay each month as his share and part of the usual and ordinary common expenses for the maintenance, upkeep, repair, replacements, operation, protection, government and administration of the common elements, for water and sewer services, and other common services or benefits. As each new owner acquires his unit, he shall pay 3 months of such common expenses in advance. Until an estimated budget is determined, the monthly expenses shall be \$40.00 per month for each three bedroom unit, \$35.00 per month for each two bedroom unit, and \$30.00 per month for each one bedroom unit for the purposes of computing said 3 months advance payment.

1-71-8344

It is agreed that the monthly assessment set out above does not include common expenses for taxes as provided for in Paragraph 28 of the Declaration and for insurance provided for in Paragraphs 20 and 21 of the Declaration. Each unit owner shall be obligated to pay monthly for such charges.

It is further agreed that the monthly assessments above set out to be paid by each unit owner, other than Developer, during said period are only for the usual and ordinary common expenses as above mentioned, and do not include payment for any special assessments which Developer, as Temporary Administrator, might make for special purposes, such as, but not being limited to, the cost and expense of repairing or reconstructing any damage or destruction due to fire, storm, flood, rising waters or other casualty, in excess of the insurance indemnity, if any, or for the cost and expense of prosecuting any action to enforce compliance with the Act, the Declaration or these By-laws or to collect any sums or damages in default. Each unit owner, excluding Developer, shall pay his prorata part of any such special assessments in the same ratio which his regular monthly assessment bears to the whole; however, special assessments for the cost and expense of repairing or reconstructing any damage or destruction in excess of the insurance indemnity, if

any, shall be made against the unit owners and in the manner provided for in the Act. Developer, as Temporary Administrator shall make no special assessments for construction of any new improvements or facilities, excluding cost of repairing or reconstructing damaged or destroyed existing improvements or facilities in excess of the insurance indemnity, if any.

1-71-8345

(b) Assessments Against Units Owned by Developer - During said period of administration by Developer as Temporary Administrator, there shall be no assessments against Developer or units owned by Developer for said 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, and if said sums so collected shall be insufficient to pay such actual costs and expenses, then Developer as his own obligation shall and agrees to pay the deficiency. However, in the case of special assessments, as above mentioned, Developer shall pay his prorata share and part of same in proportion of units owned by it just like any other unit owner. After the administration by Developer as Temporary Administrator has ceased, then Developer shall be assessed and pay his prorata share and part of the common expenses in the same amount as any other individual unit owner as to units completed and ready for occupancy.

ARTICLE VII - Mortgages

An owner who places a mortgage or other lien on his condominium unit shall notify the Board or its representative, if any, of the name and address of his mortgagee, and the Board shall maintain a record of such

6 184

information. At the request of any mortgagee, the Board or its presentative, shall report any unpaid assessments due from the owner of such unit so mortgaged.

ARTICLE VIII - Amendments

1-71-8346

During the period of administration by Developer as Temporary Administrator, these By-laws may be amended or modified from time to time by Developer as such Temporary Administrator and representative of the Council and the Board, without the consent of any unit owner; thereafter, these By-laws may be amended or modified from time to time by majority vote of the Council at any regular meeting or special meeting called for that purpose. All amendments shall be filed for record in the Condominium Records of Travis County, Texas.

ARTICLE IX - Severability

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

EXECUTED AND ADOPTED this the 10 day of March.
A.D., 1978.

(NO SEAL)

WOOD HARBOUR, INC.
BY: S. J. Furse
President

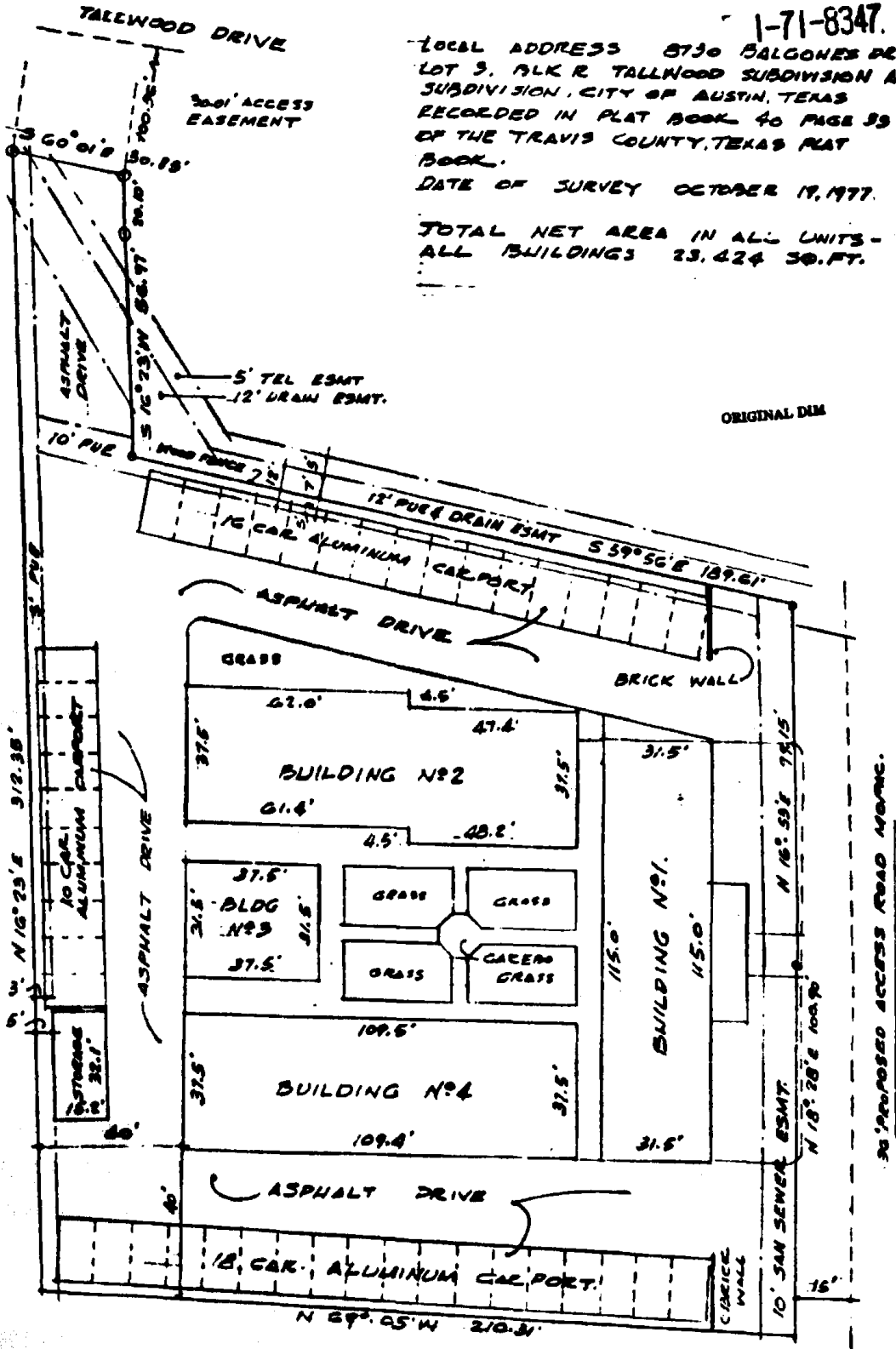
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1-71-8347.

LOCAL ADDRESS 8730 BALCONES DR.
LOT 3, BLK R TALLWOOD SUBDIVISION A.
SUBDIVISION, CITY OF AUSTIN, TEXAS
RECORDED IN PLAT BOOK 40 PAGE 39
OF THE TRAVIS COUNTY, TEXAS PLAT
BOOK.

DATE OF SURVEY OCTOBER 17, 1977.

TOTAL NET AREA IN ALL UNITS -
ALL BUILDINGS 23,424 SQ. FT.

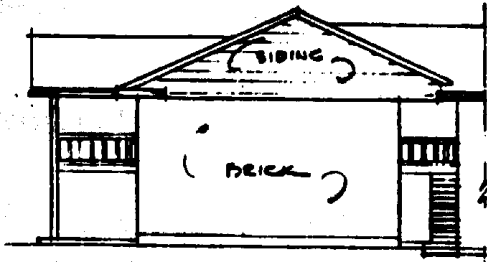


SURVEY PLAT 6 186

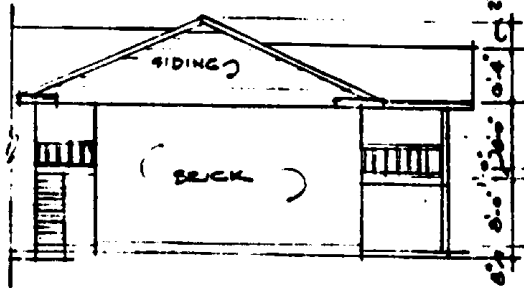
1-71-8348



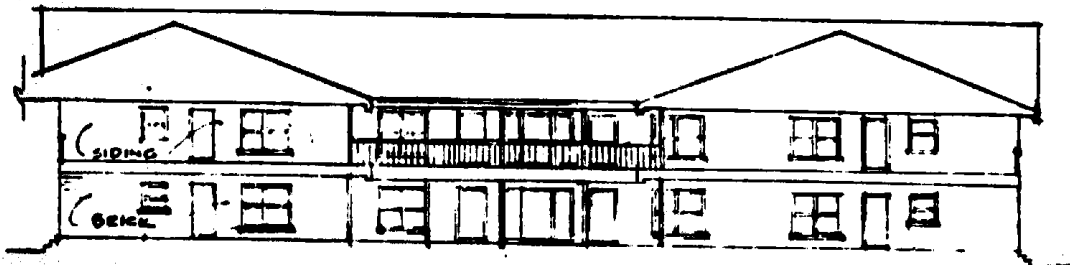
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



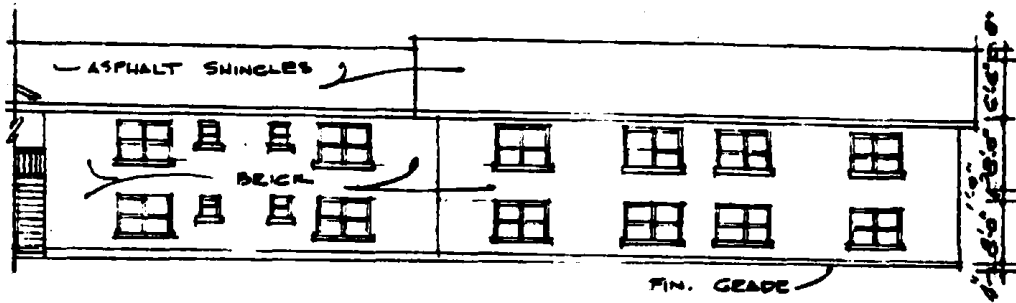
WEST ELEVATION
(COURT)

BUILDING NO. 1.

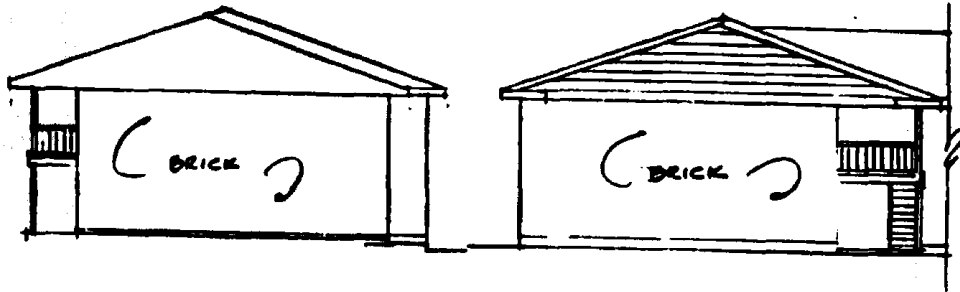
ORIGINAL DIV.

1 107

1-71-8349



NORTH ELEVATION



EAST ELEVATION WEST ELEVATION



SOUTH ELEVATION
(COURT)

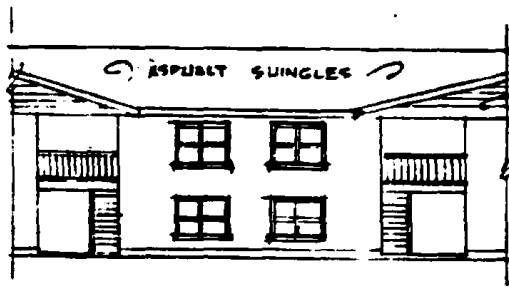
ORIGINAL DIM

BUILDING N° 2

BUILDING N° 4

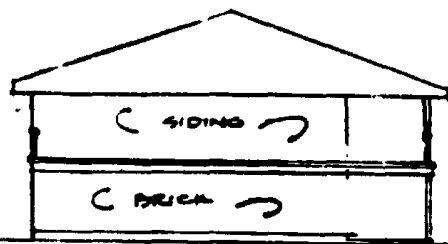
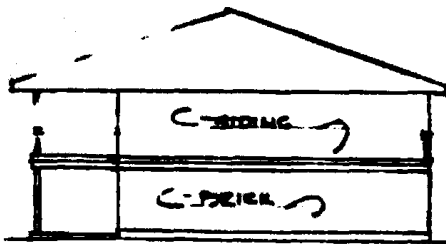
SIMILAR - REVERSED.

6 188



1-71-8330

WEST ELEVATION.



NORTH ELEVATION

SOUTH ELEVATION



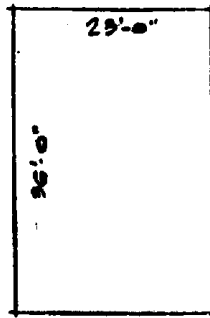
EAST ELEVATION
(COURT)

BUILDING NO 3

ORIGINAL DIM

6 189

TYPICAL 1 BED ROOM UNIT



1-71-8351

NET AREA 828 SQ. FT

BUILDING N° 2	UNIT N°s	103
		104
		209
		204
BUILDING N° 4	UNIT N°s	110
		111
		210
		211

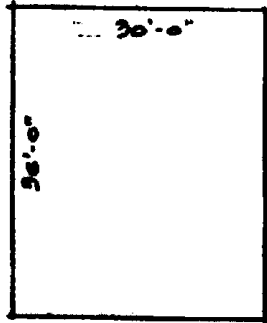
% OF TOTAL PROJECT PER UNIT
 $828 \div 23,424 = \underline{3.535\%}$

TOTAL NET AREA ALL 1 BR UNITS 6,624 SQ. FT.

ORIGINAL DIM

6 190

TYPIICAL 2 BED ROOM UNIT



1-71-8352

NET AREA 1080 SQ. FT.

BUILDING N° 2	UNIT N°	105
		106
		205
		206

BUILDING N° 3	UNIT N°	107
		207

BUILDING N° 4	UNIT N°	108
		109
		208
		209

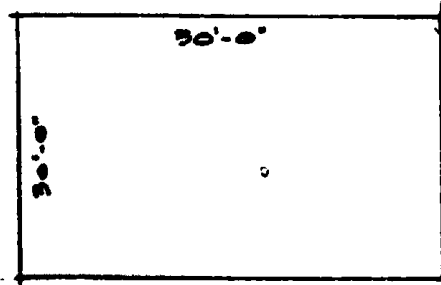
% OF TOTAL PROJECT PER UNIT
 $1080 \div 29,424 = 4.611\%$

TOTAL NET AREA ALL 2 B.R. UNITS - 10,800 SQ. FT.

ORIGINAL DIM

6 191

TYPICAL 3 BED ROOM UNIT



1-71-8353

NET AREA - 1500 SQ. FT.

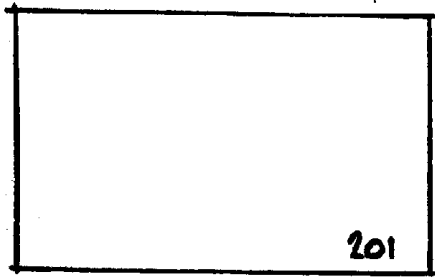
BUILDING N ^o 1.	UNIT N ^o	
	101	
	102	
	201	
	202	

% OF TOTAL PROJECT PER UNIT
 $1500 \div 29.424 = 6.409\%$

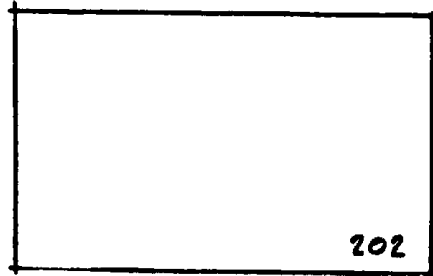
TOTAL NET AREA ALL 3 B.R. UNITS. 6000 SQ. FT.

ORIGINAL DIM

6 192



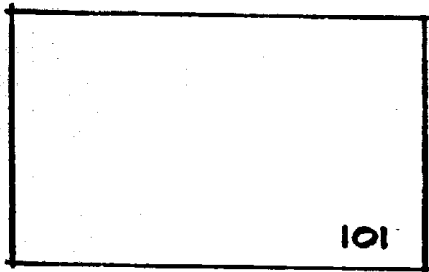
201



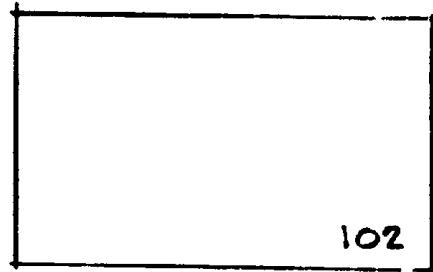
202

- 1-71-8354

SECOND FLOOR



101



102

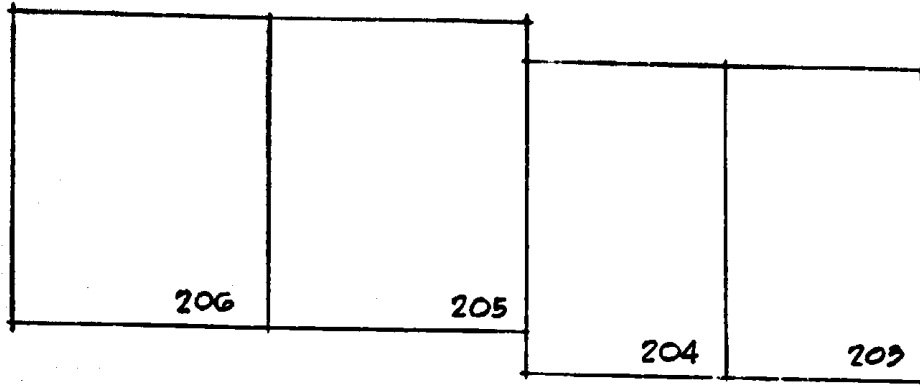
FIRST FLOOR

BUILDING N° 1

3 BED ROOM UNITS N° 101
102
201
202

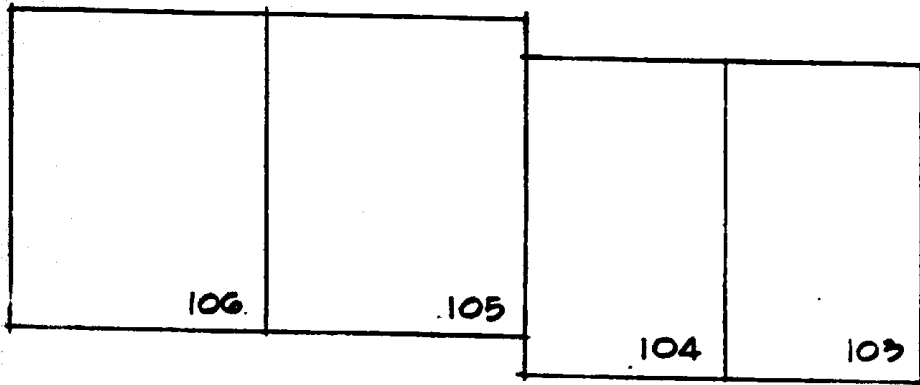
ORIGINAL DIM

6 193



- 1-71-8355

SECOND FLOOR



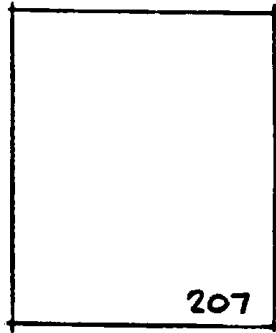
FIRST FLOOR

BUILDING N° 2

ORIGINAL DIM

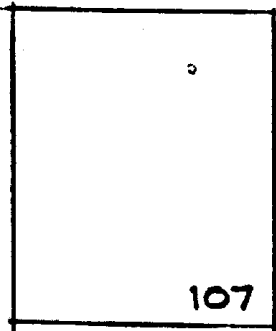
- 1 3ED ROOM UNITS N° 103
- 104
- 203
- 204
- 2 BED ROOM UNITS N° 105
- 106
- 205
- 206

6 194



1-71-8356

SECOND FLOOR



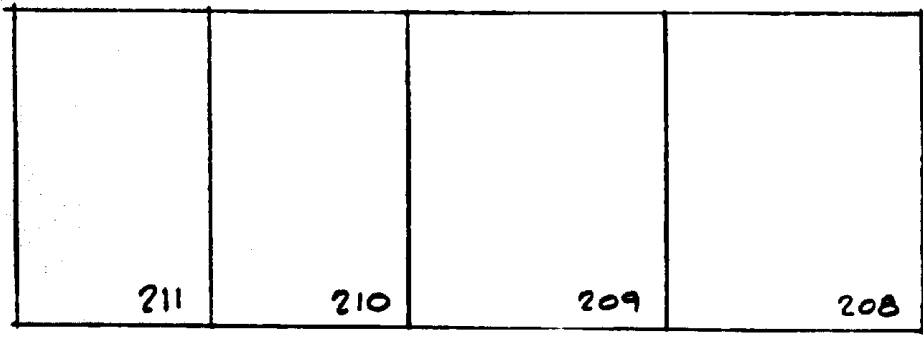
FIRST FLOOR
BUILDING N° 3

2 BED ROOM UNITS N°s 107
207

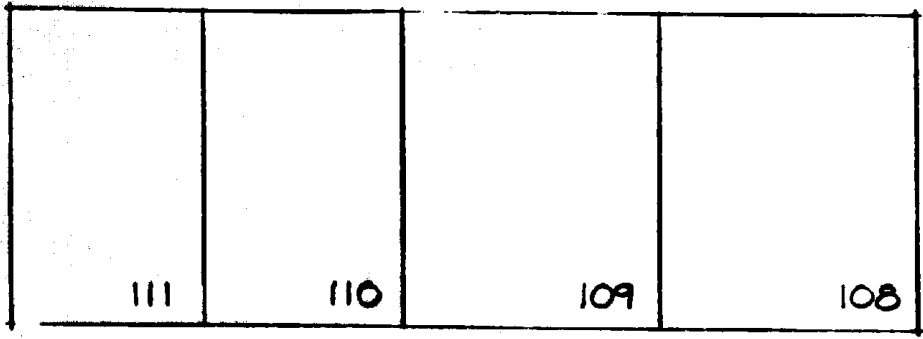
ORIGINAL DIM

6 195

1-71-8357



SECOND FLOOR



FIRST FLOOR
BUILDING N° 4

- 1 BED ROOM UNITS N°s 110
- 111
- 210
- 211
- 2 BED ROOM UNITS N°s 108
- 109
- 208
- 209

ORIGINAL DEM

6 196

MAR 10 4 05 PM '78

1-71-8358

Chris R. ...
COUNTY CLERK
TRAVIS COUNTY, TEXAS

NOTATION MADE
INDEXED

X

*Steve Harris
1206 Perry Brooks Bldg.
78701*

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 aforesaid RECORDS
of Travis County, Texas, as Stamped hereon by me, on

MAR 10 1978



Chris R. ...
COUNTY CLERK
TRAVIS COUNTY, TEXAS

6 197