

STATE OF TEXAS §

COUNTY OF TARRANT §

DECLARATION OF MAY STREET CONDOMINIUM

WHERE AS, May Street Joint Venture, hereinafter called "Declarant", is the owner of all that certain real property, including the land, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto, located in the City of Fort Worth, County of Tarrant, State of Texas, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference;

WHEREAS, Declarant hereby submits said real property to the regime established by the Condominium Act, Vernon's Texas Codes Annotated, Property Code, Title 7, Chapter 81;

WHEREAS, said property constitutes a condominium project within the meaning of the Condominium Act;

WHEREAS, it is the intention and desire of Declarant to herein establish a plan of ownership for the condominium project, hereinafter called "Project", said plan to consist of individual ownership of commercial buildings and other areas as more particularly described in Exhibit "B", attached hereto and incorporated herein by reference, and co-ownership of the remaining property, referred to hereinafter as the "Common Elements", and more particularly described in Exhibit "C", attached hereto and incorporated herein by reference, and

WHEREAS, it is Declarant's intention to impose on said Project mutually beneficial restrictions for the benefit of all commercial buildings and the owners thereof;

NOW, THEREFORE, Declarant hereby declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into separate units as described before, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part thereof. All of the covenants, conditions, and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest therein or any part thereof, and shall be for the benefit of each Owner of said Project or any interest therein and shall inure to the benefit of and be binding on each successor in interest of the Owners thereof.

ARTICLE 1

DEFINITIONS

Council of Owners

1.01. "Council of Owners" shall mean all the Owners within the Project.

Council

1.02. "Council" shall mean the May Street Condominium Council of Owners, Inc., a corporation organized under the Texas Business Corporation Act for the management of the Project, the membership of which consists of all the Owners within the Project.

Owner

1.03. "Owner" shall mean any person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, who or which owns a Unit or Units within the Project.

Person

1.04. "Person" shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

Articles

1.05. "Articles" shall mean the Articles of Incorporation of the Council which are or shall be filed in the Office of the Secretary of State of the State of Texas.

CK

JH

TH

gth mar

gth

Board

1.06. "Board" shall mean the Board of Directors of the Council.

Bylaws

1.07. "Bylaws" shall mean the Bylaws of the Council and amendments thereto which are or shall be adopted by the Board.

Project

1.08. "Project" shall mean the entire parcel or real property described in Exhibit A hereto, including the land, all improvements and structures thereon and hereafter constructed, and all easements, rights, and appurtenances thereto, which is divided or is to be divided into Units to be owned and operated as a Condominium.

Condominium

1.09. "Condominium" shall mean the separate ownership of single units or multiple units with common elements.

Unit

1.10. "Unit" shall mean each several building including its foundation, and all improvements above and supported by the foundation, whether one story or multiple stories, of the Project and identified in Exhibit "B" attached.

Common Elements

1.11. "Common Elements" shall mean all elements of the Project which are subject to undivided co-ownership, that is, the entire Project except the separately owned Units.

Limited Common Elements

1.12. "Limited Common Elements" shall mean the common elements agreed on by the Owners to be reserved for the use of a Unit to the exclusion of the other Units.

General Common Elements

1.13. "General Common Elements" shall mean all the Common Elements except the Limited Common Elements.

Declarant

1.14. "Declarant" shall mean May Street Joint Venture, its successors, and assigns.

Declaration

1.15. "Declaration" shall mean the within Declaration.

Governing Instruments

1.16. "Governing Instruments" shall mean the Declaration for the Project and the Articles and Bylaws of the Council.

Manager

1.17. "Manager" shall mean the person or corporation, if any, appointed by the Board to manage the Project.

Member

1.18. "Member" shall mean every person or entity entitled to membership in the Council as provided herein.

Rules

1.19. "Rules" shall mean and refer to the Rules and Regulations for the Project adopted by the Council pursuant to Paragraph 3.05(b) of this Declaration.

CK

JH

no

JK

mak

JK

ARTICLE 2

THE PROPERTY

Property Subject to Declaration

2.01 All the real property described in Exhibit "A" hereto, including the land, all improvements and structures thereon and hereafter constructed, and all easements, rights, and appurtenances belonging thereto, shall be subject to this Declaration.

Exclusive Ownership and Possession

2.02. Each Owner shall be entitled to the exclusive ownership and possession of his Unit. Any Unit may be jointly or commonly owned by more than one person. The boundaries of the Unit shall be and are the exterior surfaces of each Unit including lighting fixtures attached thereto. An Owner shall not be deemed to own the utilities running through his Unit which are utilized for, or serve more than one Unit, except as tenant in common with the other Owners.

Common Elements

2.03. Each Owner shall be entitled to an undivided interest in the Common Elements described in Exhibit "C" hereto in the percentage expressed in Exhibit "B" hereto. The percentage of the undivided interest of each Owner in the Common Elements, as expressed in Exhibit "B", shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amended Declaration duly recorded. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching on the lawful rights of the other Owners.

2.04. The Common Elements designated as Limited Common Elements in Exhibit "C" hereto are reserved for the exclusive use of the Owners of the Units to which they are appurtenant.

Partition of Common Elements

2.05. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

Nonexclusive Easements

2.06. Each Owner shall have a nonexclusive easement for use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to, and shall pass with the title to, each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Council to regulate time and manner of use and to perform its obligations under this Declaration.

Other Easements

2.07. The Council may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services, and each Owner, in accepting his deed to the Unit, expressly consents to such easements. No such easement can be granted, however, if it would interfere with any exclusive easement, or with any Owner's use, occupancy, or enjoyment of his Unit.

Easements for Maintenance of Encroachments

2.08. None of the rights and obligations of the Owners created herein, or by the deeds granting the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of any Owner if said encroachment occurred due to the willful conduct of said Owner.

CK

JH

W

JK

maic

JS

ARTICLE 3

COUNCIL OF OWNERS

Council

3.01. The Council of Owners, organized as a corporation under the Texas Business Corporation Act, operating under the name May Street Condominium Council of Owners Inc., is charged with the duties and invested with the powers prescribed by law and set forth herein and in its Articles of Incorporation and Bylaws.

Membership

3.02. Membership in the Council is automatically granted to the Owner of each Unit in the Project. On the transfer of title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a Member.

Voting Rights

3.03. Voting shall be on a percentage basis. The Owner of each Unit is entitled to a percentage of the total vote equal to the percentage interest which his Unit bears to the entire Project as assigned in Exhibit B hereto. If a Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

Membership Meetings

3.04. Meetings of the Members shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws.

General Powers and Authority

3.05. The Council shall have all the powers of a business corporation established under Texas Law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Council may perform all acts which may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Council shall include, but are not limited to the following:

- (a) The power to establish, fix, and levy assessments against the Owners in accordance with the procedures set forth in Article 4 of this Declaration and subject to the limitations therein.
- (b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located thereon, as well as the use of any other Council property.
- (c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Council Rules either in its own name and on its own behalf or on behalf of any consenting Owner.
- (d) The right to discipline Members for violation of any of the provisions of the Governing Instruments or Council Rules by suspension of the violator's voting rights, privileges for use of the Common Elements, or by imposition of monetary penalties, subject to the following limitations:
 - (i) The accused Member must be given an opportunity to be heard with respect to the alleged violation.
 - (ii) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Member's violation.
- (e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.
- (f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Council is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable, and any damage caused thereby shall be repaired by the Council at its own expense.

CK

JH

M

JK

marc

Duties of the Council

3.06. In addition to the duties delegated to the Council or its agents and employees elsewhere in these Governing Instruments, the Council shall be responsible for the following:

- (a) Operation and maintenance of the Common Elements and the facilities located thereon. Such duty shall include, but shall not be limited to painting, maintenance, repair, and landscaping of the Common Elements, and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.
- (b) Acquisition of, and payment from the maintenance fund for, the following:
 - (i) Water, sewer, garbage, electrical, telephone, gas, and other necessary utility service for the Common Elements and, to the extent not separately metered and charged, for the Units;
 - (ii) A policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the Common Elements payable as provided in Article 8 herein, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners, and their mortgagees, as their respective interests may appear;
 - (iii) A policy or policies insuring the Board and the Owners and/or Council of Owners against any liability to the public or to the Owners, their tenants and invitees, incident to the ownership and/or use of the Project, and including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than \$100,000 for any one person injured, \$500,000 for any one accident, and \$250,000 for property damage. Such limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement where the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured;
 - (iv) Workers' compensation insurance to the extent necessary to comply with any applicable laws;
 - (v) The services of such personnel as the Board shall determine to be necessary or proper for the operation of the Common Elements;
 - (vi) Legal and accounting services necessary or proper in the operation of the Common Elements or the enforcement of this Declaration.
- (c) Preparation and distribution, on a regular basis, of financial statements to the Members in accordance with the following:
 - (i) A pro forma operating statement for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year.
 - (ii) A balance sheet, as of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Unit in the Project, and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the numbers of the Project Units and the names of the persons assessed.
 - (iii) A balance sheet as of the last day of the Council's fiscal year and an operating statement for said fiscal year shall be distributed within ninety (90) days after the close of the fiscal year.

CK

JH

M

gk

maic JES

- (d) Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures:
 - (i) Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Project.
 - (ii) Minutes of proceedings of Members, Board of Directors, and Committees having any authority of the Board of Directors.
 - (iii) Record of the names and addresses of all Members with voting rights.
- (e) Arrangement for an annual independent audit of all books and records of the Council.

Board of Directors

3.07. The affairs of the Council shall be managed, and its duties and obligations performed, by an elected Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings, of the members of the Board of Directors shall be set forth in the Bylaws of the Council.

Powers and Duties of the Board of Directors

- (a) Enforcement of the applicable provisions of this Declaration, the Articles, Bylaws, and any Rules of the Council.
- (b) Payment of taxes and assessments which are, or could become, a lien on the Common Elements or a portion thereof.
- (c) Contracting for casualty, liability, and other insurance on behalf of the Council.
- (d) Contracting for goods and services for the Common Elements, facilities, and interests of the Council.
- (e) Delegation of its powers to such committees, officers, or employees of the Council as are expressly authorized by the Governing Instruments.
- (f) Preparation of budgets and financial statements for the Council as prescribed in the Governing Instruments.
- (g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Council.
- (h) Initiation and execution of disciplinary proceedings against Members of the Council for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.
- (i) Entering any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Owners in the aggregate.

Limitations on Powers of Board of Directors

3.09. Notwithstanding the powers set forth in Paragraph 3.08, above, the Board shall be prohibited from taking any of the following actions except with the approval of a majority of the voting power of the Council residing in the Members:

- (a) Entering into a contract with a third person wherein the third person will furnish goods or services for the term longer than one (1) year; or prepaid casualty and/or liability insurance of not more than two years duration, provided that the policy provides for short-rate cancellation by the insured.
- (b) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of 5% of the budgeted gross expenses of the Council for that fiscal year.

CK

JH

ms

OK

mail

[Handwritten signature]

- (c) Selling during any fiscal year property of the Council having an aggregate fair market value in excess of 5% of the budgeted gross expenses of the Council for that fiscal year.
- (d) Paying compensation to Directors or to officers of the Council for services rendered in the conduct of the Council's business provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying on the business of the Council.

ARTICLE 4

ASSESSMENTS

Covenant to Pay

4.01. The Declarant covenants and agrees for each Unit owned by it in the Project, and each Owner by acceptance of the deed to such Owner's Unit is deemed to covenant and agree, to pay to the Council the regular and special assessments levied pursuant to the provisions of this Declaration. All monies collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of the Project by the Council. Such common interests shall include without limitation the maintenance and repair of the Common Elements, the Limited Common Elements, and the Units, as required.

Assessments

4.02. Regular and special assessments shall be made in accordance with the following:

Regular Assessments

- (a) Within sixty (60) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during such year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. Such estimated cash requirement shall be assessed to each Owner according to the ratio used to determine an Owner's voting power as provided in Paragraph 3.03. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month.

Special Assessments

- (b) If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year due to the cost of any construction, unexpected repairs or replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

Limitations on Assessments

4.03. The Board may not, without the approval of a majority of the voting power of the Council, impose a regular annual assessment per Unit which is more than twenty (20) percent greater than the regular annual assessment for the preceding year, nor levy special assessments which in the aggregate exceed ten (10) percent of the budgeted gross expenses of the Council for that year. These limitations shall not apply to a special assessment levied against a Owner to reimburse the Council for funds expended in order to bring the Owner into compliance with the provisions of the Council's Governing Instrument.

Commencement of Assessments

4.04. Regular assessments shall commence on the date of closing of the first sale of a Unit in the Project.

Liability for Assessments

4.05. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the same are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

CK

JH

MA

mark

Payment of Assessments on Conveyance of Apartment

4.05. On the sale or conveyance of a Unit, all unpaid assessments against a Owner for his share in the expenses to which Paragraph 4.02 refers shall first be 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) Assessment, liens, and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on the Unit;
- (b) Amounts due under mortgage instruments duly recorded.

ARTICLE 5

RESTRICTIONS AND COVENANTS

General Restrictions on Use

5.01. The right of a Owner and his guests to occupy and use his Unit, or to use the Common Elements or any of the facilities thereon, is subject to the following restrictions:

- (a) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided, or in designated storage areas.
- (b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any part of the Common Elements or which would be in violation of any law. No waste shall be permitted in the Common Elements.
- (c) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board.
- (d) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.
- (e) Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board.
- (f) There shall be no violation of the Rules for the use of the Common Elements, adopted by the Board and furnished in writing to the Owners, and the Board is authorized to adopt such Rules.
- (g) No Owner shall park any automobile or other motor vehicle in the Common Element except in a space designated for the Owner by the Board.

Maintenance

5.02. Except for the exterior surfaces of the Units, being the roof and painted or bricked exterior walls which the Council shall maintain along with the Common Elements and Limited Common Elements, each Owner shall, at his sole cost and expense, maintain and repair his Unit keeping the same in good condition and repair. Each Owner shall also maintain and repair those portions of the Common Elements subject to an exclusive easement appurtenant to his Unit.

Damage Liability

5.03. Each Owner shall be liable to the Council for all damage to the Common Elements or other Council property that is sustained by reason of the negligence or willful misconduct of that Owner, guests, or tenants.

Exemption

5.04. Declarant shall be exempt from the restrictions of Section 5.01 to the extent necessary for completion of construction, sales, or additions to the Project. Such exemption

CK

JH

MA

OK

mak

OK

includes, but is not limited to, placing advertising signs on Project property, and generally making such use of the Project and Common Elements as is necessary to carry on construction activity.

ARTICLE 6

DAMAGE OR DESTRUCTION

Insurance

6.01. Each Owner agrees that he will, at his cost and expense, obtain and keep in force and effect, a fire and extended coverage insurance policy or policies protecting his Unit from loss or damage within the coverage of such insurance policy for a sum not less than ninety percent (90%) of the lower of market value or replacement value of said building, excluding foundation and site work. Such Owner will furnish to the Council reasonable evidence of its compliance with the provisions of this paragraph, such as certificates of insurance.

Fire and Casualty

6.02. In the event a Unit is damaged or is totally or partially destroyed by fire or other casualty, the Owner of such Unit will repair or restore said Unit to the condition of the Unit prior to such fire or casualty within a reasonable time, not exceeding six (6) months after the date of such fire or casualty. The Owner of a Unit damaged or totally or partially destroyed by fire or other casualty shall promptly clean up and remove the damaged Unit or parts thereof. The Owner of a damaged or destroyed unit shall take all steps to prevent the Unit from being unsightly or becoming a nuisance.

Waiver of Subrogation

6.03. Each Owner, including the Declarant, hereby waive in writing, prior to loss, all of their rights of recovery from the other parties, their respective successors or assigns, and their right to sue for loss or damage to the Unit or other property of the Project provided such loss or damage is within the coverage of the insurance provided for herein.

ARTICLE 7

RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

7.01. Declarant hereby warrants that beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:

- (a) Should any of the Council's Governing Instruments provide for a "right of first refusal", such right shall not impair the rights of a beneficiary under a first lien deed of trust to:
 - (i) Exercise the power of sale, foreclose, or take title to a Unit pursuant to the remedies provided in the deed of trust;
 - (ii) Accept a deed (or assignment) in lieu of sale or foreclosure in the event of default by a grantor;
 - (iii) Interfere with a subsequent sale or lease of a Unit so acquired by the beneficiary.
- (b) A beneficiary under a first lien deed of trust, on request, will be entitled to written notification from the Council of any default in the performance by the grantor of any obligation under the Council's Governing Instruments which is not cured within sixty (60) days.
- (c) Any beneficiary under a first deed of trust who obtains title to a Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments which accrue prior to the acquisition of title to said Unit by the beneficiary.
- (d) Unless at least two-thirds (2/3) of the beneficiaries under first deeds of trust (based on one vote for each first deed of trust owned), or Owners other than Declarant have given their prior written approval, the Council shall not be entitled to:

CK

JH

MA

JHL

mark

JHL

- (i) By act or omission, seek to abandon or terminate the Project;
- (ii) Change the pro rata interest or obligations of any Unit for the Purpose of:
 - (A) Levying assessments or charges, or allocating distributions of hazard insurance proceeds or condemnation awards;
 - (B) Determining the pro rata share of ownership of each Unit in the Common Elements and the improvements thereon.
- (iii) Partition or subdivide any Unit;
- (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause);
- (v) Use hazard insurance proceeds for losses to any Project property for other than the repair, replacement, or reconstruction of such property, except as provided by statute in case of substantial loss to the Common Elements of the Project.
- (e) All taxes, assessments, and charges which may become liens prior to the first mortgage under local law, shall relate only to the individual Units and not to the Project as a whole.
- (f) No provision of the Governing Instruments of the Council gives any Owner, or any other party, priority over any rights of the beneficiary under a first deed of trust to the Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions thereof.
- (g) Council assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. Such a reserve fund will be funded through the regular monthly assessments rather than by special assessments.

ARTICLE 8

GENERAL PROVISIONS

Amendment

8.01. This declaration may only be amended at a meeting of the Unit owners at which the amendment is approved by the holders of at least sixty-seven percent of the ownership interests in the Condominium.

An amendment of the Declaration may not alter or destroy a Unit or Limited Common Element without the consent of the affected Owners and the Owners' first lien mortgagees.

Nonwaiver of Remedies

8.02. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver thereof.

Severability

8.03. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any other provision.

Binding

8.04. This Declaration, as well as any amendment thereto and any valid action or directive made pursuant to it, shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

CK

JH

MA JH

max

JS

Interpretation

8.05. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

Limitation of Liability

8.06. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of said Owner's entire interest in his Unit with respect to obligations arising from and after the date of such divestment.

Number, Gender, and Headings

8.07. As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part hereof, and shall not affect the interpretation of any provision.

IN WITNESS WHEREOF, the undersigned has executed this instrument ^{as of} this 5th day of December, 1985.

MAY STREET JOINT VENTURE

<u>George J. Barlow</u>	<u>W. C. Barlow</u>
<u>Jasper C. Barlow</u>	<u>James K. Barlow</u>
<u>Joseph E. Barlow</u>	<u>John E. Barlow</u>
<u>John E. Barlow</u>	<u>Joseph E. Barlow</u>
<u>Robert E. Barlow</u>	<u>John E. Barlow</u>

Clearwood Corporation

By: Anna Christine Barlow

AFTER RECORDING RETURN TO:

George J. Barlow
GANDY MICHENER SWINDLE
WHITAKER & PRATT
2501 Parkview Drive
Suite 600
Fort Worth, Texas 76102

CK

JH

JK

gk

mak

gk

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 5 day of December, 1985,
by SUZANNE LASKO.

My commission expires:

9-13-89

Cheryl J. Barclay
Notary Public, State of Texas,
County of Tarrant
Notary's printed name:
Cheryl J. Barclay

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 5 day of December, 1985,
by J.T. KLINE.

My commission expires:

9-13-89

Cheryl J. Barclay
Notary Public, State of Texas,
County of Tarrant
Notary's printed name: Cheryl J. Barclay

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 4th day of December, 1985,
by JOSEPH E. GEARHEART.

My commission expires:

2-15-89

Geo. Barlow
Notary Public, State of Texas,
County of Tarrant
Notary's printed name:
GEO. BARLOW

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 5 day of December, 1985,
by FAYE C. GOOSTREE.

My commission expires:

9-13-89

Cheryl J. Barclay
Notary Public, State of Texas,
County of Tarrant
Notary's printed name:
Cheryl J. Barclay

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 6th day of December, 1985, by
DAVID F. MOTHERAL.

My commission expires:

9-13-89

Cheryl J. Barclay
Notary Public, State of Texas,
County of Tarrant
Notary's printed name:
CHERYL J. Barclay

CK

JH

nt

gt

mak

js

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 6th day of December, 1985
by WARD BOGARD.

My commission expires:

9-13-89

Cheryl J. Barclay
Notary Public, State of Texas,
County of Tarrant
Notary's printed name:
Cheryl J. Barclay

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 5th day of November, 1985,
by W.C. BEDNAR.

My commission expires:

4/10/89

Carole A. Leland
Notary Public, State of Texas,
County of Tarrant - Dallas
Notary's printed name:

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 9th day of December, 1985,
by CONRAD HEEDE.

My commission expires:

9-13-89

Cheryl J. Barclay
Notary Public, State of Texas,
County of Tarrant
Notary's printed name:
Cheryl J. Barclay

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 6th day of December, 1985,
by JAY SANDLIN.

My commission expires:

9-13-89

Cheryl J. Barclay
Notary Public, State of Texas,
County of Tarrant
Notary's printed name:
Cheryl J. Barclay

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 6th day of December, 1985, by
JEANNE SANDERS.

My commission expires:

9-13-89

Cheryl J. Barclay
Notary Public, State of Texas,
County of Tarrant
Notary's printed name:
Cheryl J. Barclay

CK

JH

no

OK

max

JBH

STATE OF TEXAS §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared ANNA CHRISTENE BEDNAR, President of CLEARWOOD CORPORATION, a Texas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Corporation, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of December 1985.

My commission expires:

4/10/88

Coralyn A. Kellard
Notary Public, State of Texas,
County of Tarrant Dallas
Notary's printed name:

CK

JH

MA GK

MAK JH

EXHIBIT "A"

Lot 3R, Block 18, a replat of a portion of Block 18, Tucker's Addition to the City of Fort Worth,
Tarrant County, Texas, as recorded in Volume 388-195, Page 62, Tarrant County Plat Records.

CK

JH

HA

gk

maic

gbs

EXHIBIT "B"

Plat on file at the offices of Kline & Lasko
1305 West Magnolia Avenue
Fort Worth, TX 76104
(817)924 1987

OK

JH

MA

OK

mark

[Signature]

EXHIBIT "C"

All of the land described in EXHIBIT "A", less and except the land directly underlying units A, B, C, D, and E, as shown on EXHIBIT "B", provided however, that the land shown on said EXHIBIT "B" directly adjacent to unit "A" and designated "Limited Access Area" is and shall be a limited common area for Unit "A" only.

CK

JH

no

JK

max

JS

FIRST AMENDMENT TO
DECLARATION OF MAY STREET CONDOMINIUM

This First Amendment to Declaration of May Street Condominium (this "Amendment") is executed by the undersigned Owners of Units within the Project.

RECITALS

- A. The Declaration of May Street Condominium (the "Declaration") was executed effective December 5, 1985, and was recorded in Volume 23, Page 87, Real Property Records of Tarrant County, Texas.
- B. The Project that is the subject of the Declaration contains five Units. Section 8.01 of the Declaration provides that the Declaration can be amended with the written consent of the Owners of at least 67% of the Units. Each person signing this Amendment owns an undivided one-third interest in all five Units, and as such they collectively own 100% of the Units within the Subdivision.
- C. The undersigned Owners wish to amend the Declaration as provided herein.

NOW, THEREFORE, the undersigned Owners agree as follows:

- 1. Defined Terms. All initially capitalized terms, as used in this Amendment, shall have the same definitions as provided in the Declaration, unless defined otherwise in this Amendment.
- 2. Amendments. The Declaration is amended in the following manner:
 - a. The second "WHEREAS" clause is amended to provide that the real property referenced in the first "WHEREAS" clause is submitted to the regime of the Uniform Condominium Act, as codified in the Texas Property Code in Section 82.001, *et seq.*, and all subsequent references in the Declaration to the "Act" or "Condominium Act" shall refer to that statute.
 - b. Section 1.02 of the Declaration is amended in its entirety to read as follows:

"Council" shall mean the May Street Condominium Council of Owners, Inc., a corporation organized under the Texas Business Organizations Code for the management of the Project, the membership of which consists of all the Owners within the Project.
 - c. Section 1.05 of the Declaration is amended in its entirety to read as follows:

"Certificate" shall mean the Certificate of Formation of the Council which is or shall be filed in the Office of the Secretary of State of the State of Texas.

CK

JH

MA

JK

MAK

PS

- d. All references to "Articles" in the Declaration are replaced with "Certificates."
- e. Section 1.08 of the Declaration is amended in its entirety to read as follows:

"Project" shall mean the surface estate only of the Property, including all improvements and structures thereon and hereafter constructed, and all easements, rights and appurtenances to the surface estate, which Project is divided or is to be divided into Units to be owned and operated as a Condominium. It is specifically stipulated that the Project does not include, and the definition of "Project" as well as the definition of "Common Elements" specifically excludes, the oil, gas and other minerals located in, on or under, or that may be produced from, the land on which the Project.

- f. The following is added as Section 1.19 of the Declaration:

Property

"Property" shall mean the parcel of real property described in Exhibit "A" hereto.

- g. The following is added as Section 2.09 of the Declaration:

Reservation of Property for Further Construction

2.09. It is acknowledged that Unit A as originally constructed has been demolished, and the footprint of Unit A (the "Reserved Property") as shown on Exhibit "B" (which Reserved Property is more particularly identified by cross-hatching on Exhibit "B-1") shall be reserved to the record title owners of Unit A (whether one or more, the "Unit A Owners") for future construction of a Replacement Unit (herein so called), and, without limitation, the Unit A Owners generally shall be deemed to have the development rights that Declarant would have with respect to the Reserved Property pursuant to the Condominium Act. Until the Replacement Unit is constructed: (a) the Reserved Property shall be reserved for the exclusive use of the Unit A Owners and shall not be deemed Common Elements; (b) references in the Declaration to Units and to Unit A, where applicable, shall refer to the Reserved Property; (c) the general restrictions on use contained in Section 5.01 of the Declaration shall continue to apply to the Reserved Property; (d) the Unit A Owners shall be responsible for maintaining the Reserved Property; and (3) the percentages of interests expressed in Exhibit "B," relative to voting, ownership of Common Elements and otherwise, shall remain the same as if Unit A had not been demolished. The Replacement Unit, when

CK

JH

[Handwritten signature]

mak

[Handwritten signature]

constructed, shall be in accordance with plans and specifications (the "Replacement Unit Plans and Specifications") accepted by the Board, which Replacement Unit Specifications shall be filed as a supplement to this Declaration. Without limiting the foregoing, the Replacement Unit shall be constructed in full compliance with applicable laws, ordinances and regulations, including building and fire codes, and shall be constructed at the sole cost and expense of the Unit A Owners. The Unit A Owners shall indemnify and hold harmless the Council, any other Owners and their respective mortgagees, if any, from and against any liens which may arise for labor performed or materials furnished in connection with the construction of the Replacement Unit. Upon construction of the Replacement Unit, the Replacement Unit shall be deemed substituted for original Unit A for all purposes under the Declaration, and all references to Unit A shall refer to the Replacement Unit, and any unused portions of the Reserved Property remaining outside of the exterior walls of the Replacement Unit shall become Common Elements for all purposes under the Declaration.

- h. The plan for the Project attached hereto and marked to identify the Reserved Property with cross-hatching is incorporated as Exhibit "B-1" of the Declaration for all purposes.

- i. The following is added to the end of Section 4.05 of the Declaration:

Assessments due from an Owner under this Declaration shall be secured by a continuing lien on the Owner's Unit and on rents and insurance proceeds received by the Owner and relating to the Owner's Unit, consistent with the provisions of the Condominium Act pertaining to assessment liens, including, but not limited to, Section 82.113, which provisions are incorporated by reference in this Declaration for all purposes.

- j. Section 5.02 of the Declaration is amended in its entirety to read as follows:

Each Owner shall, at his sole cost and expense, maintain and repair his Unit keeping the same in good condition and repair, such maintenance and repair obligations specifically to extend, without limitation, to the exterior surface of the Unit, being the roof and exterior walls. Each Owner shall also maintain and repair those portions of the Common Elements subject to an exclusive easement appurtenant to his Unit. If any maintenance or repairs required to be made by an owner under this Section 5.02 are not completed within ten (10) days after written notice delivered to the Owner by the Council, the Council may complete such maintenance or repairs, and the cost of such maintenance or repairs

CK

JH

MA

JK

mark

JS

shall be added to and become a part of the assessments to which the Owner's Unit is subject.

- k. The following is added as Section 5.05 of the Declaration:

Right of First Refusal by Other Owners

5.05. In the event that the Owner of Unit B (the "Unit B Owner") shall desire to sell Unit B and shall have received a bona fide offer therefor (an "Offer") from a prospective purchaser, the Owners of Units A, C, D and E (collectively, the "Other Owners") shall be given written notice thereof, which notice shall be accompanied by a copy of the Offer (collectively, the "Offer Notice"). A copy of the Offer Notice contemporaneously shall be delivered to the Board. One or more of the Other Owners shall have the right to purchase Unit B upon the same terms and conditions set forth in the offer; provided that during the fifteen (15) day period immediately following delivery of the Offer Notice, written notice of such election to purchase is given to the Unit B Owner, and a matching down payment or deposit is paid to an escrow agreement mutually agreed upon by the parties. Closing shall take place within thirty (30) days thereafter. If the Other Owners decline to exercise the right of first refusal, but the Unit B Owner does not close the sale of Unit B within the period for closing provided in the Offer and under the terms and conditions as stated in the Offer Notice, then the right of first refusal automatically shall be reinstated with respect to any subsequent Offer that the Unit B Owner desires to accept. In the event that the Unit B Owner shall attempt to sell Unit B without affording to the Other Owners the right of first refusal provided for in this Section 5.05, such sale shall be null and void and shall confer no possessory rights, title or interest whatsoever upon the intended purchaser, who shall be subject to eviction and removal. The right of first refusal, as provided herein, shall extend and run for a period of ninety nine (99) years from the date of the filing of the First Amendment to this Declaration, unless sooner changed or rescinded by a majority vote of all of the Owners. Notwithstanding anything contained in this Section 5.05 to the contrary, a transfer of the Unit B Owner's interest in Unit B to a devisee by will or to his heirs at law under intestacy laws shall be exempt from the terms of this Section 5.05, but the person or persons acquiring an interest by will or through intestacy shall be subject to all of the terms of this Section 5.05.

CK

JH

MA

JL

maic

JL

1. The following is added as Section 5.06 of the Declaration:

Exemption from Right of First Refusal as to Mortgagees

5.06. In no case shall the right of first refusal reserved to the Other Owners in Section 5.05 above affect the right of the Unit B Owner to subject Unit B to a bona fide deed of trust, mortgage or other security instrument. In the event of any default on the part of the Unit B Owner under any deed of trust or mortgage which entitles the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a deed to the said mortgagee in lieu of foreclosure, shall be made free and clear of the provisions of Section 5.05, and the purchaser (or the grantee under a deed in lieu of foreclosure) of Unit B thereupon and thereafter shall be subject to the provisions of the Governing Instruments, including, but not limited to, Section 5.05. If the purchaser, following such foreclosure (or the grantee under a deed in lieu of foreclosure), shall be the then-holder of the deed of trust or mortgage, or its nominee, then the holder or nominee also may sell and convey Unit B free and clear of the provisions of Section 5.05, provided that the grantee of the holder or nominee thereupon and thereafter shall be subject to the provisions of the Governing Instruments, including, but not limited to, Section 5.05. To the extent that the terms of this Section 5.06 conflict with the terms of Paragraph 7.01(a) below, as to the right of first refusal reserved to the Other Owners in Section 5.05 above the terms of this Section 5.06 shall govern.

- m. The following language is added to Paragraph 7.01(a) to follow directly after the phrase "right of first refusal" in the second line:

except as specifically provided in Section 5.06 above with respect to the right of first refusal reserved to the Other Owners with respect to Unit B,

As a result of such addition, the introductory clause to Paragraph 7.01(a) shall read as follows:

Should any of the Council's Governing Instruments provide for a "right of first refusal", except as specifically provided in Section 5.06 above with respect to the right of first refusal reserved to the Other Owners with respect to Unit B, such right shall not impair the rights of a beneficiary under a first lien deed of trust to:

CK

JH

MA

MAK

JB

3. No Other Amendments; Ratification. Except as specifically amended as provided above, the terms, covenants, conditions and restrictions contained in the Declaration shall continue in full force and effect. The undersigned Owners expressly ratify the Declaration, as amended by this Amendment. This Amendment shall be effective as of the date shown above.

OWNERS:

Mary Ann Kleuser
MARY ANN KLEUSER

Joan Kline
JOAN KLINE

Jay Sandelin
JAY SANDELIN

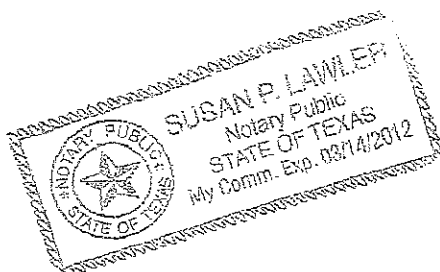
STATE OF TEXAS §
COUNTY OF Warrant §

March 21, 2011, by Mary Ann Kleuser.

[SEAL]

Susan P. Lawler
Notary Public, State of Texas

Printed Name of Notary Public
My commission expires: _____



Amendment to Restrictions - Page 6

CK

JH

MA

mark

JS

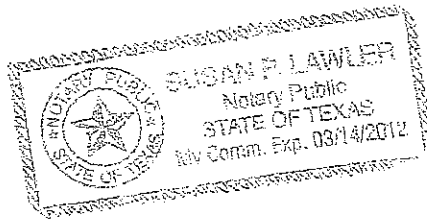
STATE OF TEXAS

COUNTY OF Tarrant

§
§
§

This instrument was acknowledged before me, the undersigned notary public, on March 21, 2011, by Joan Kline.

[SEAL]



[Signature]
Notary Public, State of Texas

Printed Name of Notary Public
My commission expires: _____

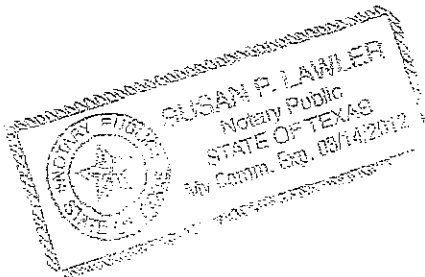
STATE OF TEXAS

COUNTY OF Tarrant

§
§
§

This instrument was acknowledged before me, the undersigned notary public, on March 21, 2011, by Jay Sandelin.

[SEAL]



[Signature]
Notary Public, State of Texas

Printed Name of Notary Public
My commission expires: _____

[Signature]
Amendment to Restrictions - Page 7

CK

JH

MA

mak

[Signature]

EXHIBIT A

LOT 3R,
BLOCK 18, A REPLAT OF A PORTION OF BLOCK 18, TUCKER'S ADDITION TO THE CITY OF FORT
WORTH, TARRANT COUNTY, TEXAS, AS RECORDED IN VOLUME 388-195, PAGE 82, PLAT
RECORDS, TARRANT COUNTY, TEXAS.

CK

JH

MA

OK

MAK

JS

Architectural floor plan of the 1934 Ford Motor Company Building. The plan shows a large rectangular building with a central corridor and several rooms. A large area on the right is labeled "Reserved Property". The plan includes various rooms such as "Office", "Reception", "Cafeteria", and "Bath". The plan also features a detailed table of dimensions and a list of materials used in the construction.

Room	Area (sq. ft.)	Perimeter (ft.)	Volume (cu. ft.)
Office	100	100	100
Reception	150	150	150
Cafeteria	200	200	200
Bath	50	50	50


Materials used in construction:

- Concrete
- Steel
- Brick
- Wood
- Paint
- Plaster
- Insulation
- Roofing
- Windows
- Doors
- Furniture
- Fixtures
- Lighting
- Heating
- Cooling
- Sanitary
- Electrical
- Plumbing
- Mechanical
- Structural
- Architectural
- Engineering
- Construction
- Manufacturing
- Distribution
- Marketing
- Sales
- Service
- Support
- Administration
- Finance
- Legal
- Human Resources
- Information Technology
- Operations
- Logistics
- Supply Chain
- Customer Relations
- Product Development
- Research and Development
- Innovation
- Leadership
- Teamwork
- Communication
- Collaboration
- Problem Solving
- Decision Making
- Strategic Planning
- Business Development
- Partnerships
- Investment
- Growth
- Success

Amendment to Restrictions - Page 8

CK

24



mail



Schedule "2"

Purchaser-Required Bylaw Provisions
Following This Page

EARNEST MONEY CONTRACT - Page 2

CK

JH

mt JH




maic

JH

Schedule "2"

Purchaser-Required Bylaw Provisions
Following This Page

EARNEST MONEY CONTRACT - Page 2

CK  JH   MAK 

BYLAWS
OF
MAY STREET CONDOMINIUM COUNCIL OF OWNERS, INC.

ARTICLE I

DEFINITIONS

Project Defined

1.01. "Project" shall mean that certain real property located in the City of Fort Worth, County of Tarrant, State of Texas, including the land, all improvements and structures thereon, and such easements, rights, and appurtenances thereto as are more particularly described in the Declaration.

Declaration Defined

1.02. "Declaration" shall mean that certain Declaration applicable to the Project and filed in the Office of the County Clerk of Tarrant, State of Texas, on May 23, 1986, in the Condominium Records, Volume 23, at Pages 87-90, as the same may be amended from time to time in accordance with the terms thereof.

Other Terms Defined

1.03. Other terms used herein shall have the meaning given them in the Declaration and are hereby incorporated by reference and made a part hereof.

ARTICLE II

APPLICABILITY OF BYLAWS

Corporation

2.01. The provisions contained herein constitute the Bylaws of the non-profit corporation known as MAY STREET CONDOMINIUM COUNCIL OF OWNERS, INC. and hereinafter referred to as the "Council".

Project Applicability

2.02. The provisions of these Bylaws are applicable to the Project as defined in Paragraph 1.01, above.

CK

JH

MA

JK

MAK

JK

Personal Application

2.03. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Project in any manner, are subject to the regulations, set forth in these Bylaws. The mere acquisition or rental of any of the Units of the Project or the mere act of occupancy of any of the Units will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

ARTICLE III

OFFICES

Principal Office

3.01. The principal office of the Council shall be located in the City of Fort Worth, County of Tarrant, State of Texas.

Registered Office and Registered Agent

3.02. The Council shall have and shall continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE IV

QUALIFICATIONS FOR MEMBERSHIP

Membership

4.01. The membership of the Council shall consist of all the owners of the Units within the Project.

Proof of Membership

4.02. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Council that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Unit in the Project. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

No Additional Qualifications

4.03. The sole qualification for membership shall be ownership of a Unit in the Project. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Certificate of Formation or the Declaration.

CK

JH

M

Q

mak

Q

Certificates of Membership

4.04. The Board of Directors may provide for the issuance of certificates evidencing membership in the Council which shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Council and maintained by the Secretary at the registered office of the Council.

ARTICLE V

VOTING RIGHTS

Voting

5.01. Voting shall be on a percentage basis. The owner of each Unit is entitled to a percentage of the total vote equal to the percentage interest which his Unit bears to the entire Project as assigned in the Declaration. If a Unit has more than one owner, the aggregate vote of the co-owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

Proxies

5.02. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Council. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of his Unit, or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

Quorum

5.03. The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least fifty-one percent (51%) of the total voting power of the Council shall constitute a quorum for any action, except as otherwise provided in the Certificate of Formation or the Declaration. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the meeting date.

Required Vote

5.04. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of Members, unless the vote of a greater number is required by statute or by the Certificate of Formation or Declaration.

CK

JH

MA

max

JS

ARTICLE VI

MEETING OF MEMBERS

Annual Meetings

6.01. An annual meeting of the Members of the Council shall be held during the month of January of each year. At annual meetings the members shall elect Directors in accordance with these Bylaws. The Members may also transact such other business of the Council as may properly come before them.

Special Meetings

6.02. Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least ten percent (10%) of the total voting power of the Council.

Place

6.03. Meetings of the Members shall be held within the Project or at a meeting place as close thereto as possible as the Board may specify in writing.

Notice of Meetings

6.04. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Council (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice at least ten (10) but not more than fifty (50) days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Council, or supplied by such Member to the Council for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be discussed.

Order of Business

6.05. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meetings or waiver of notice;
- (c) Reading of Minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business.

CK

JH

W

92

max

js

Telephone Meetings

6.06. Members of the Council may participate in and hold meetings of the Council by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Action Without Meeting

6.07. Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by ballots delivered by hand, mail, facsimile or other electronic transmission, or any combination of these. Written consents by Members representing at least a majority of the votes in the Council, or such higher percentage as may be required by the Council's Governing Documents (as that term is defined in the Texas Business Organizations Code), shall constitute approval by written consent. This Paragraph may not be used to avoid the requirement of an annual meeting.

ARTICLE VII

BOARD OF DIRECTORS

Number and Term

7.01. The affairs of this Council shall be managed by a Board of Directors consisting of three (3) persons, who may or may not be Members of the Council. Upon election, each Director shall serve a term of two (2) years. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation or removal, will hold office until his successor is elected or appointed. The number of Directors may be changed by amendment of these Bylaws but shall not be less than the minimum number required by applicable law.

Election

7.02. Directors shall be elected by the Members. The election of Directors shall be conducted at the annual meeting of the Council, at any special meeting called for that purpose, or by mail, facsimile or other electronic transmission, or a combination of mail and facsimile or other electronic transmission.

Removal

7.03. At any annual meeting or special meeting of the Council, any one or more of the Directors may be removed with or without cause by members representing at least two-thirds of the votes present in person or by proxy at such meeting, and a successor shall then and there be

CK

JH

M

JK

mark

JK

elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Vacancies

7.04. Vacancies on the Board caused by an reason, except the removal of a Director by a vote of the Council, shall be filled by a vote of the majority of the remaining Directors, even though less than a quorum, at any meeting of the Board. Each Director so elected shall serve out the remaining term of his predecessor.

Compensation

7.05. With the prior approval of a majority of the voting power of the Council residing in the Members, a Director may receive compensation in a reasonable amount for services rendered to the Council. A Director may be reimbursed by the Board for actual expenses incurred by him in the performance of his duties.

Powers and Duties

7.06. The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Governing Documents of the Project, specifically including, but not limited to, the Declarations.

ARTICLE VIII

MEETINGS OF DIRECTORS

Regular Meetings

8.01. Regular meetings of the Board of Directors shall be held at least annually at such place within the Project, and at such time as may be fixed from time to time by resolution of the Board. Notice of the time and place of such meeting shall be posted at a prominent place or places within the Common Elements.

Special Meetings

8.02. Special meetings of the Board of Directors shall be held when called by written notice signed by any Director other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting must be given to each Director, personally or by telephone or written communication, not less than three (3) days prior to the date of such meeting.

Quorum

8.03. A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors as fixed by these Bylaws but in no event shall be less than two (2).

CK

JH

MA

JK

max

JS

Voting Requirement

8.04. The act of the majority in voting interest of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Certificate of Formation or Declaration requires the vote of a greater number.

Open Meetings

8.05. Regular and special meetings of the Board shall be open to all Members of the Council; provided, however, that Council Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.

Executive Session

8.06. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Council is or may become involved and other business of a confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Telephone Meetings

8.07. Members of the Board may participate in and hold meetings of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Action Without Meeting

8.08. Any action required by law to be taken at a meeting of the Board, or any action which may be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors and filed with the Secretary of the Council.

ARTICLE IX

OFFICERS

9.01. The Officers of this Council shall be a President and Vice-President, who shall at all times be Members of the Board of Directors, and a Secretary and Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

CK

JH

MS

mark

JS

Term

9.02. The Officers of this Council shall be elected annually and each shall hold office for two (2) years, unless an Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

Resignation and Removal

9.03. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Council would be served by such removal.

Multiple Offices

9.04. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Compensation

9.05. Officers shall receive such compensation for services rendered to the Council as determined by the Board of Directors and approved by a majority of the voting power of the Council residing in the Members.

ARTICLE X

PRESIDENT

Election

10.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one Director to act as President.

Duties

10.02. The President shall:

- (a) Preside over all meetings of the Members and of the Board;
- (b) Sign as President all deeds, contracts, and other instruments in writing which have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser Officer;
- (c) Call meetings of the Board whenever he deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than three (3) days;

CK

JH

MA

mark

JS

- (d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Council and discharge such other duties as may be required of him by the Board.

ARTICLE XI

VICE-PRESIDENT

Election

11.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its Members to act as Vice-President.

Duties

11.02. The Vice-President shall:

- (a) Act in the place and in the stead of the President in the event of his absence, inability, or refusal to act;
- (b) Exercise and discharge such other duties as may be required of him by the Board. In connection with any such additional duties, the Vice-President shall be responsible to the President.

ARTICLE XII

SECRETARY

Election

12.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

Duties

12.02. The Secretary shall:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members;
- (b) Keep the seal of the Council, if any, and affix it on all papers requiring said seal;
- (c) Serve such notices of meetings of the Board and the Members required either by law or by these Bylaws;
- (d) Keep appropriate current records showing the Members of this Council together with their addresses;

CK

JH

MA

max

JS

- (e) Sign as Secretary all deeds, contracts, and other instruments in writing which have been first approved by the Board if said instruments require a second Council signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

ARTICLE XIII

TREASURER

Election

13.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer.

Duties

13.02. The Treasurer shall:

- (a) Receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Council;
- (b) Be responsible for, and supervise the maintenance of, books and records to account for such funds and other Association assets;
- (c) Disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures;
- (d) Prepare and distribute the financial statements for the Council required by the Declaration.

ARTICLE XIV

BOOKS AND RECORDS

Maintenance

14.01. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the Council. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Council.

Inspection

14.02. The Governing Documents of the Project, the membership register, the books of account, and the minutes of proceedings, shall be available for inspection and copying by any Member of the Council or any Director for any proper purpose at any reasonable time.

CK

JH

MA

pl.

mark

js

ARTICLE XV

Amendment of Bylaws

15.01. These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Council, by the affirmative vote in person or by proxy of Members representing a majority of the Council. Notwithstanding the above, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Attestation

Adopted by the Board of Directors to be effective as of the 7th day of February, 2011.

Attest:

Mary Ann Kleuser
Mary Ann Kleuser, Secretary

CK

JH

NA

JK

mak

JK

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you,

you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-3960.

