

LE PARC OWNERS ASSOCIATION, INC.

**DOCUMENT RETENTION, PRODUCTION AND
COPY CHARGE POLICY**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOWN ALL MEN BY THESE PRESENTS:

WHEREAS, Le Parc Owners Association, Inc. (the "Association") is a "property owners' association" as defined in Section 202.001(2) of the Texas Property Code; and

WHEREAS, the Association is governed by a dedicatory instrument, which covers the property described therein, entitled Condominium Declaration for Le Parc Condominiums, filed of record on April 10, 1984, at Volume 84072, Page 4765 *et seq.*, as Document No. 198400722163, in the Condominium Records, Dallas County, Texas (hereinafter referred to as the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, the Association is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration; and

WHEREAS, Chapter 82 of the Texas Property Code was amended to add Section 82.1141 and amend Section 82.114(b) regarding retention of and owner access to Association records; and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records retention, records production and copy charges consistent with Chapter 82.

NOW THEREFORE, the Board has duly adopted the following Document Retention, Production and Copy Charge Policy ("Policy").

I.

DOCUMENT RETENTION

- A. **Association Records.** The Association shall maintain the records required by Section 82.114(a) of the Texas Property Code.
- B. **Retention Period.**
 - 1. **Governing Documents.** The Association shall retain permanently copies of its certificates of formation or articles of incorporation, bylaws, dedicatory instruments, and all amendments to the forgoing.
 - 2. **Financial Records.** The Association shall retain financial books and records, including tax returns and audit records, for seven (7) years.
 - 3. **Meeting Minutes.** The Association shall retain minutes of meetings of the unit owners ("Owners") and the Board for seven (7) years.
 - 4. **Accounts.** The Association shall retain account records of current Owners for five (5) years.

5. **Contracts.** The Association shall retain contracts with a term of one year or more for four (4) years after the expiration of the contract term.

II.

DOCUMENT PRODUCTION

- A. **Right to Inspect.** All financial and other records of the Association shall be reasonably available at its registered office or its principal office in this state for examination and production.
- B. **Request for Access.**
 1. **Certified Mail.** An Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant, must submit a written request by certified mail with sufficient detail describing the Association's books and records for which access is requested. The request must be mailed to the Association c/o its management company at its address as reflected in the current management certificate on file in the real property records of Dallas County, Texas.
 2. **Election.** The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
- C. **Association Response.**
 1. **Inspection.** If an Owner elects to inspect books and records, the Association, on or before the 10th business day after the date the Association receives the request, shall send written notice of dates during normal business hours that the Owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association.
 2. **Copies.** If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody or control of the Association, produce the requested books and records on or before the 10th business day after the Association receives the request.
 3. **Notice of Extension.** If the Association is unable to produce the books or records requested on or before the 10th business day after the Association receives the request, the Association must provide written notice to the Owner that (a) informs the Owner that the Association is unable to produce the information on or before the 10th business day after the date the Association received the request; and (b) states a date by which the information will be sent or made available for inspection to the Owner that is not later than the 15th business day after the date the Association gives notice under this paragraph.
- D. **Method of Production.** The Association may produce books and records in hard copy, electronic, or other format reasonable available to the Association.
- E. **Information Protected from Disclosure.**
 1. **Nondisclosure.** To the extent the information is provided in the meeting minutes, the Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Owner, an Owner's personal financial information, including records of payment or nonpayment of amounts

due to the Association, an Owner's contact information, an Owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual Owner.

2. **Owner Consent/Court Order.** The information described in the above paragraph may be released or made available for inspection upon either (a) the Owner's express written approval to the Association, or (b) a court order that requires the release of the books and records or that they be made available for inspection.

III.

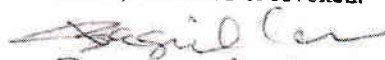
COPY CHARGE

- A. **Owner Responsibility.** An Owner is responsible for and will be charged for the compilation, production, and reproduction of information requested from the Association ("Production Costs"), including reasonable costs of materials, labor, and overhead as set forth below.
- B. **Production Costs.** Production Costs are those set forth in 1 Texas Administrative Code Section 70.3. Production Costs shall be subject to increase in the event 1 T.A.C. 70.3 is amended or re-codified.
 1. **Copy charge.**
 - (a) **Standard paper copy:** (i) \$.10 per page or part of a page; (ii) Oversize paper copy: \$.50. Each side that has recorded information is considered a page.
 - (b) **Nonstandard copy:** (i) diskette, CD, audio cassette --\$1.00; (ii) DVD – \$3.00; (iii) other electronic media, specialty paper – actual cost.
 2. **Labor charge.**
 - (a) The hourly charge for a programmer is \$28.50 an hour.
 - (b) The charge for labor costs incurred in processing a request, including the actual time to locate, compile, manipulate data, and reproduce the requested information, is \$15 an hour.
 - (c) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in (i) two or more separate buildings that are not physically connected with each other; or (ii) a remote storage facility.
 - (d) When confidential information is requested, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information.
 3. **Overhead charge.** Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request.

4. **Remote Document Retrieval Charge.** If the Association has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the Association, the boxes must still be searched for records that are responsive to the request, a labor charge may be charged as provided above.
 5. **Supplies.** The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge.
 6. **Shipping.** The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information.
- C. **Advance Payment.** The Owner must pay the estimated Production Costs in advance.
- D. **Final Invoice.** If the estimated Production Costs are lesser or greater than the actual Production Costs, the Association shall submit a final invoice to the Owner on or before the 30th business day after the date the information is delivered.
- E. **Assessment for Unreimbursed Amounts.** If the final invoice contains additional amounts due from the Owner, those additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment.
- F. **Owner Refund.** If the estimated Production Costs exceeded the final invoice amount, the Owner is entitled to a refund, which shall be issued not later than the 30th business day after the date the invoice is sent to the Owner.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding document retention, production and copy charges which may have previously been in effect. All other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held on 08-26-2021, and has not been modified, rescinded or revoked.


Brenda Aguilon
Printed Name
Title President of Board
Le Parc Owners Association, Inc.

Policy Prohibiting Use of Common Element Electrical Outlets:

Personal usage of Le Pare HOA electrical outlets by residents, owners, renters, visitors guests, invitees and/or the like, is strictly prohibited, except for as provided below. This includes but is not limited to any type of battery charging (specifically relating to the charging of vehicle batteries and/or electric vehicle batteries). The electrical outlets on the exterior of the property are considered to be common elements and are maintained by the Homeowner Association. Contractors performing work for Le Pare HOA, as approved by the Board, are permitted to use the common elements/electrical outlets since it is for the betterment of the community. Electrical outlets that are prohibited from use, by anyone other than the Association and its permitted contractors, include those electrical outlets located in the courtyard, lobby, garage, and outside perimeter of the building.

This Policy Prohibiting Use of Common Element Electrical Outlets is adopted by the Board pursuant to Article IV, Section 4.4 of the Condominium Declaration for Le Parc Condominiums, entitled "Specific Power to Restrict Use and Enjoyment", as Sub-Section (a) of such provides "The right of the Association to publish rules and regulations governing use of the common areas and improvements and facilities located thereon, and to establish and enforce penalties for infractions thereof,".

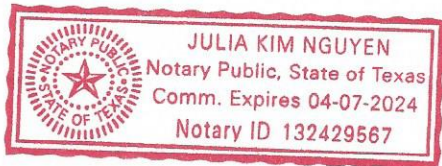
This is to certify that this Policy Prohibiting Use of Common Element Electrical Outlets was adopted by Le Pare Condominiums HOA Board of Directors at HOA Meeting Thursday, January 14, 202, and has not been modified, rescinded, or revoked.

Brenda Aguillon 04-02-2021
Brenda Aguillon, President Date

STATE OF TEXAS §
 TRAVIS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Brenda Aguillon, President of Le Parc Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2ND day of APRIL, 2021.



Julia Kim Nguyen
Notary Public, State of Texas

LE PARC OWNERS ASSOCIATION, INC.

**SECOND SUPPLEMENT TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS**

ELECTRONICALLY RECORDED 201900310679
11/18/2019 02:31:44 PM DEDICATION 1/19

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

This SECOND SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS is filed by Le Parc Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Association is a "property owners' association" as defined in Section 202.001(2) of the Texas Property Code; and

WHEREAS, the Association is governed by a dedicatory instrument, which covers the property described therein, entitled Condominium Declaration for Le Parc Condominiums, filed of record on April 10, 21984, at Volume 84072, Page 4765 *et seq.*, as Document No. 198400722163, in the Condominium Records, Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code, which became effective September 1, 1999, requires a "property owners' association" to file "the dedicatory instrument" in the real property records of each county in which the property to which the dedicatory instrument relates is located; and

WHEREAS, the Association, (i) on April 2, 2001, filed a "Notice of Filing of Dedicatory Instruments" at Document No. 200101330722 of the Deed Records of Dallas County, Texas (the "Notice"), (ii) on November 8, 2004, filed Le Parc Homeowners' Association Rules & Regulations Amended October 2004 at Document No. 200403123853 of the Deed Records of Dallas County, Texas, and (iii) on October 11, 2018, filed a First Supplement to Notice of Filing of Dedicatory Instruments, with Attachment 1 as "Le Parc Owners' Association Rules & Regulations (Revised 06/05/2018", at Document No. 201800272617 of the Official Public Records of Dallas County, Texas (which replaced all previous recorded Rules & Regulations of the Association); and

WHEREAS, the Association, acting by and through the undersigned duly authorized agent, desires to again supplement the Notice with the sole intention of filing the following instrument which might be interpreted as being within the scope of Section 202.006, and files a true and correct copy of the instrument more specifically set forth hereinafter.

NOW, THEREFORE, the Association, files a true and correct copy of the following instrument of the Association which is attached hereto:

1. **LE PARC RULES AND REGULATIONS - November 2019.** (This document replaces all previous recorded Rules & Regulations of the Association).

IN WITNESS WHEREOF, the undersigned agent of Le Parc Owners Association, Inc. certifies that, to the best of his knowledge, as of the effective date of this Second Supplement to Notice of Filing of Dedicatory Instruments, that the foregoing instrument is a true and correct copy of the current instrument of the Association.

LE PARC OWNERS ASSOCIATION, INC.

By: _____

Robert M. Blend
Duly Authorized Agent

STATE OF TEXAS §
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COUNTY OF DALLAS §

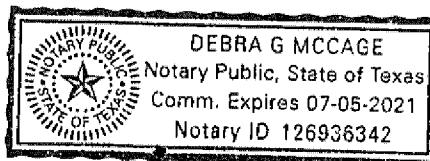
BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Robert M. Blend, a duly authorized agent for Le Parc Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of November, 2019.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

THE BLEND LAW FIRM, P.C.
14131 Midway Road, Suite 1240
Addison, Texas 75001
Tel: (972) 233-1900
Fax: (972) 233-1910
rblend@blendfirm.com



Le Parc Rules and Regulations

November 2019

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A. COMMON AREAS: GENERAL AND LIMITED COMMON ELEMENTS AND AREAS

ALL COMMON AREAS IN LE PARC ARE SMOKE FREE

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

Fire and emergency personnel must be able to pass without any delay.

2. Damage to the common elements as defined by Declaration and Bylaws, or to the personal property of a unit owner caused by the unit owner or owner's lessee, guests, children, or pets, shall be repaired at owner's expense.
3. Mailbox repairs and mailbox replacement keys are the responsibility of the owner.
4. No owner shall install television or radio antennae, satellite dish, or machines, in common or limited common area.
5. All repairs associated with cable T.V. are responsibility of the owner.

6. HEATING VENTILATION AIR CONDITIONING:

Each owner is responsible for maintaining their HVAC.

HVAC located on roof.

Only licensed, professional contractors and authorized personnel are allowed access to roof.

Each owner is required to perform the annual air conditioning system check. Summer system checks are requested to be completed by June 30.

Each owner is responsible for keeping condensation lines to air conditioning cleaned to prevent flooding and damage to units below and to pipe coverings in the garage.

7. Use of power washers by residents on any common areas/Patios/Balconies is prohibited without permission from the Board.

B. GARAGE, PARKING, STORAGE, CARTS.

10 M.P.H. SPEED LIMIT FOR ENTERING AND EXITING LE PARC DRIVE AND GARAGE

1. No Vehicle belonging to or under the control of unit Owner or family member, guest, tenant, lessee, or employee of unit, shall be parked in a manner that prevents ready access to any entrance or exit from the building.
2. All vehicles are to use the Entrance gate to enter the garage unless permission has been given by the board of directors due to the size and type of vehicle that could possibly damage the overhead pipes in the garage.
3. Vehicles shall be parked in designated and assigned parking spaces inside the garage.
4. Parking in another unit owner's assigned space is prohibited unless express permission is given by that owner.
5. The only storage allowed in parking spaces is a personal cart used for transporting groceries and other items to and from owner's unit.
Bicycles and motorcycles may be parked in owner's assigned space.
6. Any damage and repair expense, including oil spots, to Le Parc parking areas caused by vehicles belonging to or under control of the owner, or a family member, guest, invitee tenant, lessee, agent, or an employee of the owner shall be the financial responsibility of the unit owner.
7. Vehicle repairs, washing of vehicles, are prohibited in the garage or common area.
8. Guest parking is for visitors only. Temporary parking by owners may be granted by Board of Directors.
9. Boats, trailers, jet skis, campers, or recreational vehicles, are prohibited in the garage.
10. No vehicle may be parked in visitor/guest parking longer than 3 days without movement. Vehicles in violation will be towed at the Owner's expense.

STORAGE

Storage units are located in the back Southwest and Southeast corners of the garage.

1. Each owner is assigned one storage unit and is responsible for that unit.
2. Individual items are to be stored inside the assigned storage unit.
3. Doors to individual storage units are to be closed and may be locked
4. Individual items are prohibited in the common hallway located between the storage units and will be removed without notice by Le Parc.
5. Combustible materials of any kinds are prohibited in the storage units.

CARTS

Carts are for the use of all our residents. Residents rely on carts to transport groceries and other items. Your cooperation is appreciated when using these carts.

- A. Wipe off the cart after use, if needed, so it will be clean for the next person.
- B. Carts are to be returned to the garage after use, keeping it at your unit after use may prevent use by someone who relies on the cart.

C. LE PARC REMODELING RULES

Unit Owner is responsible and required to give a copy of these Rules to contractors.

SPRINKLERS ARE PART OF THE FIRE SYSTEM. PROHIBITED: NO PAINTING, ADJUSTING, REMOVING, HANGING ANY OBJECT, FROM THE SPRINKLER HEAD

NO PAINT MATERIAL INCLUDING MINERAL SPIRITS OR OTHER CONSTRUCTION MATERIAL SHALL BE Poured DOWN LE PARC DRAINS (INSIDE OR OUTSIDE).

PAINT BRUSHES ARE NOT TO BE CLEANED ON PROPERTY.

1. Remodeling/Construction work is permitted at Le Parc Monday-Friday 8 A. M. to 6 P. M. Weekend and Holiday work is not permitted. Special request may be considered, but owners must have written approval from the Board of Directors prior to starting any work on weekend or holidays.

2. Owners are responsible for ensuring any contractor they hire has sufficient insurance and shall provide a certificate of insurance for required coverage of general liability

3. All work is to be performed in accordance with the applicable city, state, and federal codes.

4. Owners are responsible for ensuring the contractor secures applicable building permits as required by the City of Dallas and permits posted as required by city code.

5. Debris and materials may not be stored in the common area walkways and must not obstruct entrance/exits to any unit or common area.

6.. Any spills by a contractor must be cleaned up immediately by the contractor.

7. Contractors are required to haul off all construction materials. No debris or construction trash allowed in Le Parc dumpster or recycle cans.

8.. Plastic or other protective cloth must be put down for use of wet saw.

9. Interior and exterior common areas of each unit have been waterproofed and shall not be altered, repaired, or removed in any way. Any violation by contractor or unit owner, guest, visitor, or employee shall only be repaired by the Board of Directors approved waterproofing company at the unit owner's expense.

10. **Any Structural Alterations/modifications MUST HAVE WRITTEN PERMISSION from Le Parc HOA Board of Directors.** Condominium Declaration for Le Parc Condominiums, Paragraph 3.8, Page 17

11. **Major Renovation by Contractors:** A \$350.00 refundable deposit is required from homeowner if major renovation is to be made by outside contractor. This deposit will cover any damages to elevator and common areas. It is not required for minor repairs by homeowners.

D. LE PARC PET POLICY

This pet policy replaces all the Rules and Regulations and prior amendments.

Prohibited in Le Parc Common Areas

- a. **Dogs off leash:** Pets are to be leashed or carried in owner's arms when outside unit owner's residence in common areas, including walkways, lobby, elevator, garage, dog park, yard, driveway in front of building.
- b. **Dogs in the Pool Area**
- c. **Pet Waste** deposited in any receptacle on property other than Dumpster in front driveway.
- d. **Pet doors** of any type
- e. **Dog Runs, Cages, or Dog Houses** on common area
- f. **Flushing kitty litter** down the drain
 1. **Weight limit** for dog residing at Le Parc is 45 pounds. No more than two (2) domestic pets may occupy any unit. Weight limit combined cannot exceed the 45-pound limit. No exotic animals or reptiles are allowed in units.
 2. No pets shall be kept or bred for commercial purposes.
 3. Pets must not be left unattended on patios, balconies, or common areas.
 4. All porches and patios must be kept in sanitary condition. Use of Pet Potties, grass, synthetic or artificial grass, disposable pads, litter boxes or any means for purpose of pets relieving themselves on balconies is prohibited.
 5. Pet owners shall tag all dogs and cats, showing at minimum the owner's name and telephone number. All pets shall be registered and given shots as required by law.
6. **Pet Waste:**
 - a. Pet owners shall promptly remove all pet accidents from common areas.
 - b. Bags for pet waste are provided in the park (dog park). Such waste shall be bagged tied and placed in the dumpster.
 - c. For pick up trash, bags containing pet waste are to be contained inside other regular trash bags with ties. Doggie poop bags or other small sacks containing pet waste placed on the porch or sidewalk will not be picked up by the porter.
7. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of pet's unruly behavior for the purpose of this paragraph are:
 - a. Causes personal injury or property damage.
 - b. Barking, whining, screeching, or making other noises for extended periods of time., disturbing any person at any time of day or night.
 - c. Relieve themselves on walls or floors of common areas.
 - d. Exhibit aggressive, dangerous, or potentially dangerous behavior.

Pet Policy Continued page 6

PET POLICY CONTINUED

PET POLICY CONTINUED

- e. Conspicuously unclean or parasite infested.
- 8. Pet owners/ caregivers shall indemnify the association and hold it harmless against loss or liability of any kind arising from their pets
- 9. The foregoing pet rules and regulations are applicable to all residents and their pets, except as may be otherwise provided by, or required by law.

E. LE PARC CONDOMINIUMS POOL POLICY

NO LIFEGUARD ON DUTY. THE POOL IS UNSUPERVISED. ALL PERSONS SWIM AND USE POOL AT THEIR OWN RISK.

- 1. Pool Hours are 8 A. M. to 10 P. M
- 2. Children under the age of fourteen (14) are not allowed in the pool without adult supervision.
- 3. Guests: Guests may not use Le Parc pool unless accompanied by Le Parc Adult Owner or Resident. Each resident assumes the responsibility of the care, safety, and wellbeing, of their guest using the pool facilities. The right of the owner/ resident to have guests use the pool is subject to immediate termination by the board if the Governing Documents or these rules are violated by owner/ resident.

Unit owner/resident may have only four guests in the pool at a time. The unit owner/resident may reserve the pool for a function of more than four guests with Board approval.

Le Parc Homeowners Association or Le Parc Board of Directors is not responsible for any injury or death occurring from the use of the pool.
- 4. No Pets allowed in pool area.
- 5. All trash must be placed in appropriate containers.
- 6. No running, pushing, or rough play is permitted in play area.
- 7. Children are not allowed to climb on tables, fences, or play with umbrellas.
- 8. No loud music or loud talking, laughing.
- 9. The pool is for the enjoyment of all residents. Respect the privacy of others at the pool, if they are sunbathing, reading, or enjoying quiet time.
- 10. **NO DIVING!! NO CANNONBALLING INTO POOL!**
- 11. No one is permitted in pool with open sores, cuts, or infections.
- 12. No children wearing diapers may enter pool.
- 13. **No Glass Containers allowed in Pool or in fenced pool area.**
- 14. **No Food may be eaten in pool.**

F. TRASH

1. **Trash Pickup is Monday, Wednesday, and Friday, mornings. Place trash out by 9 A. M. (No earlier than 6 A. M. nor the night before). It causes rodent problems. No trash pickup on Holidays.**
2. **All Trash must be in plastic, tied trash bags.**
3. **Blue Recycle cans located in the northeast side of the garage. Moving or large boxes are to be broken down before placing them in this area. No regular trash in this area. No discarded glass items. No discarded furniture. If you don't want the item either place in the dumpster or take it to the dump. The area around the recycle cans is used by Le Parc for storing sand, flowerpots, stone items. Please do not remove.**
4. **Construction trash is not permitted in the dumpsters. Contractors must haul off construction material. The Owner is responsible for any damage or cost associated with damage or negligence caused by their contractors.**
5. **Flammable or hazardous materials are not permitted in the dumpsters. Appliances, Furniture, or mattresses are not permitted in the dumpsters.**
6. **Disposal of Paint: Any type of paint is prohibited from being placed in the dumpster. Old paint is prohibited from being placed in the recycle cans or recycle area. For recycling paint in Dallas:**

**11234 Plano Rd
Dallas, TX 75243-8506
(214) 553-1765**

G. FIRE SPRINKLER SYSTEM

IN ORDER FOR LE PARC TO STAY IN COMPLIANCE WITH THE REQUIRED DALLAS FIRE CODE

1. Painting, removing, adjusting, gluing, hanging an object, tampering in any way, with the sprinkler head located in the ceilings of each unit is prohibited. Each system in Le Parc has been inspected and Le Parc follows the Dallas Fire Code. Owners are responsible for any violation or damage to the fire system and will be responsible for returning the unit back to compliance through Double D Fire services that keeps Le Parc up to City Code.
2. If a unit is remodeled by adding, removing, or relocating walls, doors, or partitions, the unit owner, at the owner's expense, must have the unit's sprinkler system inspected by a fire sprinkler contractor or a registered fire protection engineer for compliance with the city fire codes.
3. Sprinkler Systems in units are inspected annually by our Fire System Maintenance Company.
4. The Fire System Maintenance Closet is always kept locked. Only authorized personnel may enter. No owner may store any items in this closet at any time.
5. Use of any open flame grills/stoves/pits are prohibited on balconies. Only use of electric grills is allowed on balconies.

H. SECURITY

Le Parc Association and the Le Parc Board of Directors may not be considered an insurer or guarantor of safety for Le Parc complex. Each owner, resident, guests, in Le Parc Condominiums assumes all risk for loss or damage to his/her person, his/her unit, contents of his/ her unit, or any of his/her property in the Le Parc Condominiums. Le Parc Condominiums Association and Le Parc Board of Directors does not imply or express guarantee the safety of any resident, guest, invitee, vendor, or their property on the Le Parc Complex. Residents are encouraged to remove their garage gate remote openers from their vehicle every time they exit the vehicle so it may not be stolen and used to gain entrance into the garage. Each Owner has an entrance access code to enter through the lobby front door. Please protect your code. Do not open the door unless you know the person requesting entrance. Le Parc does not carry insurance for residents/owners' personal belongings, and automobiles.

I. / J. MOVING INSTRUCTIONS/ USE OF ELEVATOR

- 1. RESERVE ELEVATOR:** Email Property Manager or Le Parc HOA Board President: 48 hour advance notice for Elevator reservation for move. 48 HOUR NOTICE ANNOUNCEMENT MUST BE POSTED IN LOBBY STATING DATE AND TIME.
- 2. MOVE REQUEST MUST HAVE APPROVAL:** Confirmation email with added instructions for elevator use will be sent to person requesting elevator.
- 3. MOVE OUTS AND MOVE INS:** A \$350 deposit for the use of the elevator is required to be paid in advance to the management company for every move out and move in. Pictures of the elevator before and after move for any damages are advised. The elevator will be inspected and deposit returned if there are no damages.
- 4. ELEVATOR USE AVAILABLE FOR MOVE OUT AND MOVE IN**
MONDAY - FRIDAY 9 A. M - 6 P. M.
NO WEEKEND OR HOLIDAY MOVES
- 5. ELEVATOR DAMAGES:** Damages caused by improper use of elevator, Association property, or Common Property, by moving company, or service companies, will be paid for by the unit owner. Moving Companies must use steps for large items that would cause damage to elevator cab.

TO PREVENT DAMAGE TO ELEVATOR:

A. USE DH BUTTON TO HOLD DOOR OPEN
DO NOT HOLD ELEVATOR DOOR OPEN WITH HAND OR PROP OPEN WITH LARGE OBJECT. THE DOOR COMES OFF.

B. STEPS MUST BE USED FOR HEAVY ITEMS.
HEAVY ITEMS OVERLOADING THE CAB CAUSES THE ELEVATOR TO STOP BETWEEN FLOORS.

5. MOVING VANS: Trucks are to pull up in the cul de sac in front of the yard and not obstruct cars going into and out of the driveway and garage.

6. ELEVATORS ARE USED BY RESIDENTS DURING MOVING: MOVERS ARE NOT TO HOLD THE ELEVATOR WHILE LOADING AND UNLOADING FROM THE TRUCK OR UNIT.

K. LANDSCAPING AND MAINTENANCE OF COMMON GROUNDS

1. It is prohibited to remove, modify or alter any landscaping without written approval from the Board of Directors.
2. NO VEGETATION WHICH COULD DAMAGE THE SIDING, BRICK, METAL RAILINGS, OR STUCCO IS PERMITTED.
3. OWNERS ARE RESPONSIBLE FOR REPAIRING AND MAINTAINING, AT THEIR OWN EXPENSE, ALL COSTS ASSOCIATED WITH THE MAINTENANCE INSIDE THEIR PATIO AREAS.

L. EXTERIOR DECORATION/APPEARANCE

- 1 All window coverings visible from exterior of unit shall be neutral white or off-white color. No window shall be covered with sheets, aluminum foil, reflective or other similar material.
2. All window treatments must be in good condition and replaced if stained, torn, damaged, or unsightly.
3. Flags, decals, and other signage are not permitted in windows.
4. Individual entrances may have flowerpots. Live plants or artificial plants may be used at discretion of Board of Directors. Broken pots, pots with dirt only or weeds will be removed.
5. Patios and balconies are required to be kept in a neat, clean, and safe condition and not used for storage. No trash or waste is permitted on patio.
6. No garments, rugs, clotheslines, or other items shall be hung from patios, balconies, or exterior facades of the building. Indoor furniture is not permitted on balcony or patio.
7. Patio lights permission is at discretion of the board.
8. Only electric grills are permitted on balconies in keeping with the City fire code. No open flame grills/heaters permitted.
9. Wind Chimes are not permitted.
10. Bird feeders, feeding birds, feeding feral animals on Le Parc Property is not permitted.
11. Use of Power washers must have written permission of the Board for patios or common area.

M. ARCHITECTURAL/FLOORING

Any changes to building common area structure without written board approval is prohibited.

FLOORING/ SOUND REQUIREMENTS SOUND Transmission: No Unit shall be altered in any manner that would increase sound transmission to any adjoining or other Unit, including, but not limited to, the replacement or modification of any flooring or floor covering or the penetration of any wall, floor or ceiling that increases sound transmissions to any other Unit. As building ages, the sound of walking on the floor increases.

ALL changes to floors separating Units (tile, hardwood, laminate, stone, carpet, etc.) must provide code-compliant sound control properties for airborne and impact sound insulation.

Requirements for Installing any hard surface flooring requires sound transmitting class STC of 60 and above and minimum impact insulation class IIC 60 and above.

Flooring continued

Any present hard surface flooring installed without noise abatement material must have three fourths of the flooring covered with area rugs and noise abatement material such as matting, padding, or material that will eliminate noise to prevent disturbance to the owner on the floor below.

N. LE PARC BEHAVIOR ETIQUETTE

All residents have the right to live at Le Parc and enjoy a peaceful environment in their homes and community. That is the right to live in Le Parc community without being annoyed, or harassed, by any other resident at any time. Members and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression, directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, employees, or vendor, or Board of Directors.

Expressly Prohibited at any time either on Le Parc Property or Le Parc Functions, (meetings, get togethers, etc) toward other Le Parc residents, guests, management, vendors, Le Parc HOA Board of Directors:

1. Name Calling/Insults
2. Cursing
3. Aggressive or Threatening behavior
4. Verbal Abuse
5. Slapping, Spitting, Pinching, Poking, Scratching
6. Sexual Harassment

If any individual feels threatened or intimidated by person or persons using any of these behaviors, that person should remove them self from the situation immediately and refuse any contact with offending person until safety is established by the appropriate means.

Vendors on the property are hired, paid, and supervised by Le Parc HOA. They are not to be interrupted while performing their services from residents/owners, or visitors or relatives of residents/owners, by visiting, bossing, asking questions, correcting, or harassing them. Problems with any vendor are to be directed to property manager or Le Parc HOA board president.

Vendors, including our porters, are not authorized to do any type of personal service for residents/owners while on property providing services for Le Parc HOA.

O. SIGNS

1. FOR SALE SIGNS advertising a unit for sale may not be placed in common area or in windows of unit. No signs of any type shall be placed on the common area, or visible from the common area without permission from the Board of Directors.
2. Holiday decorations may be hung on the doors, patios and balconies during the appropriate holiday season. They must be removed within ten days after the holiday is over. All decorations in common area are subject to review of the Board if there is a complaint from the Unit Owner. The Association has the right to require the Owner to remove any decorations upon written notification.

P. MISCELLANEOUS

KEYS: Owners are required to give a key to the property manager or board president to use for entering unit in the event of an emergency.

PEST CONTROL: Units are entered for mandatory pest control every three months . Notice will be given so owner can be home if they desire. Pets must be either in crate or locked in the bedroom or the technician will not enter. Management or board member will accompany the technician into the unit.

MAINTENANCE: Le Parc hires people for maintenance chores for the property. No resident/owner is to do any type of maintenance to common areas without permission from the Le Parc HOA Board of Directors.

ESTATE SALES AND GARAGE SALES

1. Estate Sales are not allowed in the development.
2. Garage Sales are not allowed in the development.

Q. ENFORCEMENT

Violations of these Rules and Regulations, in addition to violations of all other governing legal documents of the Association, shall be handled according to the Le Parc Owners Association, Inc. Covenant Enforcement and Fining Policy.

LE PARC OWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, the Association has the right, power, and authority to do any act which is consistent with or required by the provisions of the Declaration or the Bylaws of the Association, whether express or implied, including the power to adopt rules and regulations concerning the operation of the Association and the right to levy a fine and/or fines for any violation of the covenants, conditions and restrictions contained in the Declaration, Bylaws and/or the rules and regulations of the Association; and

WHEREAS, the Board of Directors of Le Parc Owners Association, Inc. (the Association") finds there is a need to establish orderly procedures for (i) the enforcement of the restrictions set forth in the Condominium Declaration for Le Parc Condominiums, as such may be amended and/or supplemented from time to time (the "Declaration"), as set forth in the By-Laws of Le Parc Owners Association, Inc. (the "By-Laws"), as set forth in any rules and regulations of the Association, and/or any architectural standards bulletins, or guidelines adopted by the Association and (ii) the levying of fines against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the covenants, conditions, restrictions, easements, and rules contained in the Declaration and the Bylaws and any rules and regulations, architectural standards bulletins, or guidelines adopted by the Association (hereinafter collectively referred to as the "Governing Documents") and for the elimination of violations of such provisions found to exist in, on and about the Condominiums within Le Parc and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy") of the Association:

1. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Declaration and/or Bylaws, or any rules and regulations, architectural standards bulletins, or guidelines adopted by the Association, shall constitute a "Violation" under this Policy for all purposes.
2. Report of Violation. The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of the Enforcement Policy, the delegate of the Board may include Management, an Officer or member of the Board, a member of an Architectural Review Committee, or a member of any other committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for a Violation which will include the following information:
 - a. Identification of the nature and description of the Violation(s).
 - b. Identification by street address and legal description, if available, of the Condominium on which the Violation exists.
 - c. Identification of the authority establishing that the subject improvements, modifications, conduct, conditions, etc. constitute a Violation(s).
 - d. The date of the verification observation and name of the person making such observation.
3. Notice of Violation. As soon as practicable after the field observation report is prepared, the Association will forward to the Owner of the Unit in question written notice of the Violation(s) by first class mail, email (if the Owner of the Condominium has a registered email address on file with the Association) or personal delivery and by certified mail (3rd notice only), return receipt requested (the "Notice of Violation"). A Notice of Violation need not be sent if the alleged violator has previously received a Notice of Violation relating to a same or similar Violation

LE PARC OWNERS ASSOCIATION, INC. COVENANT ENFORCEMENT AND FINING POLICY - Page 1

within the preceding twelve (12) months of the occurrence of the current Violation and was given a reasonable opportunity to cure the Violation. If the Alleged violator was given notice and an opportunity to cure a same or similar Violation within the preceding twelve (12) months, the Board may impose sanctions as authorized by the Governing Documents and/or the Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 4 below. The Notice of Violation will state the following:

- a. The nature, description and location of the violation, including any property damage caused by the Owner.
- b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner.
- c. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for property damage.
- d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Second Notice then a fine will not be assessed and no further action will be taken.
- e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association, via its property manager, a written request for a hearing.
- f. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if a written request for a hearing is not submitted on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions delineated in the Notice of Violation may be imposed and that any attorney's fees and costs will be charged to the Owner.

LE PARC OWNERS ASSOCIATION, INC. COVENANT ENFORCEMENT AND FINING POLICY - Page 2

g. The Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq), if the Owner is serving on active military duty.

4. Final Notice of Violation. A formal notice of the Violation and the sanction to be imposed, including the amount of any fine or the amount of any property damage (the "Final Notice of Violation") will be sent by the Association to the Owner by regular first class mail and by certified mail, return receipt requested, under any of the following situations:

- a. Where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated;
- b. Where, within thirty (30) days from the date of receipt by the Owner of the Notice of Violation, the Association has not received a written request for a hearing; or
- c. Where, the Owner was previously notified or, and was given a reasonable opportunity to cure, a similar Violation within the preceding twelve (12) months.

5. Request for a Hearing. If the Owner challenges the proposed action by timely requesting a hearing, the hearing shall be held in executive session of the Board affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30th day after the date the Board receives the Owner's request for a hearing. Prior to the effectiveness of any sanction hereunder, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered into the minutes by the officer, director, agent or delegate who delivered such notice. The notice required shall be deemed satisfied if the alleged violator appears at the meeting. The notice of the hearing shall be sent no later than the 10th day before the date of the hearing. The board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. The minutes of the board's executive session meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall

notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

6. **Correction of Violation.** Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Unit Owner may become liable under the Enforcement Policy and/or the Governing Documents). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

LE PARC OWNERS ASSOCIATION, INC. COVENANT ENFORCEMENT AND FINING POLICY - Page 3

7. **Referral to Legal Counsel.** Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Governing Documents and administering the Enforcement Policy shall become the personal obligation of the Owner.

8. **Fines.** Subject to provisions of the Enforcement Policy and/or the Governing Documents, the impositions of the fines will be on the following basis:

a. Fines will be based on a per violation charge. The current per violation charge is \$50.00 for the first violation and \$50.00 for each reoccurring violation thereafter. For a continuing violation and/or for a violation charge that remains unpaid, an additional fine of \$25.00 per day will be assessed to the Owner's account while the violation continues to exist. The per violation charge may be changed by the Board of Directors from time to time as it may determine to be necessary.

b. Imposition of the fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Governing Documents or this Enforcement Policy.

c. Fines are imposed against Unit and become the personal obligation of the Owners of such Unit pursuant to Article V, Sections 5.8 of the Declaration.

9. **Notices.** Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, and/or email, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Unit of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be deemed to have been given, sent delivered or received, as of the third (3rd) calendar day following the date of the postmark of such notice bearing postage prepaid and the appropriate name and address as required herein.

LE PARC OWNERS ASSOCIATION, INC. COVENANT ENFORCEMENT AND FINING POLICY - Page 4

d. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

e. Where the Board has actual knowledge that such situation exists, any action to be taken pursuant to this Enforcement Policy which directly affected the property of the third party or would be the responsibility of a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Governing Documents. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Unit upon which the Violation exists.

f. Where the interests of an Owner in a Unit have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

g. Where an Owner transfers record title to a Unit at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Unit which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under the Enforcement Policy.

10. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Enforcement Policy, which cost

LE PARC OWNERS ASSOCIATION, INC. COVENANT ENFORCEMENT AND FINING POLICY - Page 5

and fines, if not paid upon demand therefore by Management, will be referred to the Board of Directors of the Association for collection.

11. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on Nov 1, 2019 and has not been modified, rescinded or revoked.

DATE: 11-01-2019 Brenda Aguilera Signature & Position
President Le Parc HOA

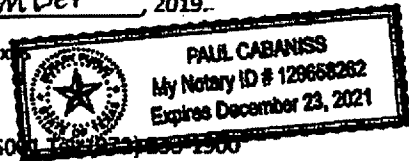
ACKNOWLEDGMENT

STATE OF TEXAS & COUNTY OF Dallas

BEFORE ME, the undersigned authority, on this day personally appeared Brenda Aguilera, President of the Le Parc Owners Association, Inc., acknowledged to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 1 day of November, 2019.

Paul Cabanis Notary Public for the State of Texas



AFTER RECORDING, RETURN TO:

The Blend Law Firm, P.C. 14131 Midway Road, Suite 1240 Addison, Texas 75001
rblend@blendfirm.com

LE PARC OWNERS ASSOCIATION, INC. COVENANT ENFORCEMENT AND FINING POLICY - Page 6

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
11/18/2019 02:31:44 PM
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Board Polices added since January 2017

In accordance with Le Parc's governing documents, notice of a Board meeting only has to be posted 48 hours prior to meeting, but the Board has voted to give homeowners a 5 day notice of the meeting that will be posted in the lobby. If homeowners plan to attend, they must submit their names along with the specific topics that they wish to discuss to the Board president 5 days prior to the meeting date; their names along with the topics that they wish to discuss will be placed on the agenda. Please note that homeowners will have ONLY 5 minutes to voice their concerns; if they do not finish after the allotted time, homeowners will be advised to submit their remaining concerns in writing to the Board or wait until the next Board meeting. No discussion will follow after the homeowners have presented their concerns. Such issues will be discussed in the Board's executive session.

Major Renovation by Contractors

The Board has put in place a requirement for a \$350 refundable deposit by a homeowner if major renovations are to be made by an outside contractor. This \$350 will cover the cost of any damages a contractor may cause to the elevator or any of the common areas. This will not include contractors who make minor repairs for homeowners, only for major renovation.

BY-LAWS
OF
LE PARC OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

Dallas County, Texas

2001064 05389

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LE PARC OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

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BY-LAWS
OF
LE PARC OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

ARTICLE I

NAME

1.1 NAME. The name of the organization shall be LE PARC OWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE. The purpose for which this non-profit Association as formed is to govern the Condominium Property situated in the County of Dallas, State of Texas, which Property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been submitted to a Regime according to the provisions of the Condominium Act of the State of Texas.

2.2 OWNER OBLIGATION. All present or future owners, tenants, future tenants or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Condominium Units (hereinafter referred to as "Units") of the Project or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III

DEFINITIONS AND TERMS

3.1 MEMBERSHIP. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with LE PARC CONDOMINIUMS during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of

the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card per Unit to the Owner(s) of a Condominium Unit. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon is terminated.

3.2. VOTING. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is thirty-six (36). The combined weighted votes calculated in accordance with Exhibit "C" to the Condominium Declaration for LE PARC CONDOMINIUMS shall equal one hundred percent (100%).

3.3 MAJORITY OF UNIT OWNERS. As used in these By-Laws the term "majority of Unit Owners" shall mean those Owners with fifty-one percent (51%) of the votes entitled to be cast.

3.4 QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Unit Owners" as defined in Paragraph 3.3 of this Article shall constitute a quorum.

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

ARTICLE IV

ADMINISTRATION

4.1 DECLARANT CONTROL. Notwithstanding any provision herein to the contrary, and in accordance with Paragraphs 4.2 and 4.3 of the Condominium Declaration for LE PARC CONDOMINIUMS, the Declarant, STELLAR DEVELOPMENT COMPANY, a Texas corporation, shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Unit Owners and any First Mortgagees of record and for the purpose of insuring both a complete and orderly buildout and a timely sellout of the Project Units. This control shall last no longer than August 1, 1986, or within one hundred twenty (120) days after the closing of sales of seventy-five percent (75%) of the Units, or when in the sole opinion of the

Declarant the Project is viable, self-supporting and operational, whichever occurs first.

4.2 ASSOCIATION RESPONSIBILITIES. The Owners of the Units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Condominium Project through a Board of Directors.

4.3 PLACE OF MEETINGS. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

4.4 ANNUAL MEETINGS. Annual meetings shall be held the first Friday of August each year. The first (1st) annual meeting shall be called by Declarant after the end of the Declarant Control Period.

4.5 SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least one-tenth (1/10) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

4.6 NOTICE OF MEETINGS. The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to his last known post office address, as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than twenty (20) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at his residence in his absence. If requested, any Mortgagee of record or its designee may be entitled to receive similar notice.

4.7 ADJOURNED MEETING. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

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4.8 ORDER OF BUSINESS. The order of business at all meetings of the Owners of Units shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of Directors.
- g. Unfinished business.
- h. New business.

ARTICLE V

BOARD OF DIRECTORS

5.1 NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by a Board of Directors composed initially of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit:

<u>NAME</u>	<u>ADDRESS</u>
Stanley Hickman	10290 Monroe, Suite 208 Dallas, Texas 75229
Alan M. Howard	10290 Monroe, Suite 208 Dallas, Texas 75229
Fred C. Caso	10290 Monroe, Suite 208 Dallas, Texas 75229

5.2 POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Condominium Project. The Board of Directors may do all such acts and things that are not by these By-Laws or by the Condominium Declaration for LE PARC CONDOMINIUMS directed to be exercised and done by the Owners.

5.3 OTHER POWERS AND DUTIES. The Board of Directors shall have the following duties:

a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Condominium Declaration.

b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Condominium Project. (A copy of such rules and regulation shall be

delivered or mailed to each Member promptly upon the adoption thereof.)

c. To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire Premises.

d. To insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Declaration. Further to obtain and maintain comprehensive liability insurance covering the entire Premises in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damages, plus a One Million Dollar (\$1,000,000.00) umbrella policy. To insure and keep insured all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Condominium Units and their First Mortgagees.

e. To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to provisions of the Declaration; to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional capital expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Declaration and these By-Laws.

g. To protect and defend the entire Premises from loss and damage by suit or otherwise.

h. To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the Common Elements.

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i. To enter into contracts within the scope of their duties and power.

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

k. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Unit, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgagee of a Unit, on request, within ninety (90) days following the fiscal year end of the Project.

l. To meet at least once each quarter.

m. To designate the personnel necessary for the maintenance and operation of the General and Limited Common Elements.

n. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of Condominium ownership.

5.4 ELECTION AND TERM OF OFFICE. At the first (1st) annual meeting of the Association the term of office of one (1) of the Directors shall be fixed for one (1) year, the term of office of one (1) of the Directors shall be fixed at two (2) years, and the term of office of the remaining one (1) Director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first (1st) meeting.

5.5 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

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

5.7 ORGANIZATION MEETING. The first (1st) meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

5.8 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.10 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 BOARD OF DIRECTOR'S QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a

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quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

5.12 FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish fidelity bonds in amounts not less than three (3) months' assessments plus reserves. The premium on such bonds shall be paid by the Association.

ARTICLE VI

OFFICERS

6.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors.

6.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

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

6.4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. He shall co-sign all promissory notes with the Secretary and co-sign all checks with the Treasurer. The President, or his designated alternate, shall represent the Association at all meetings of LE PARC OWNERS ASSOCIATION, INC.

6.5 VICE PRESIDENT. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

6.6 SECRETARY.

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Association. He shall have charge of such books and papers as the Board of Directors may direct and shall co-sign all instruments of conveyance; and he shall, in general, perform all the duties incident to the office of the Secretary.

b. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall show opposite each Member's name, the number of Members living in the Unit, the covered parking space, and storage space assigned for use in connection with such Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors, including authority to: co-sign all checks; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

ARTICLE VII

MANAGEMENT CONTRACT

7.1 MANAGEMENT COMPANY. The Board of Directors may enter into a management agreement with a management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and these By-Laws, the management company shall have, but shall not be limited to, the following functions, duties and responsibilities:

a. Fiscal Management.

(1) Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and

operating disbursements. It is further used for comparison with actual monthly income and expenditures.

(2) Prepare five (5)-year sinking fund reserve budget projection for capital expenditures on items recurring only periodically, i.e., painting, etc., for Common Elements.

(3) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

(4) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10% above or below the budgeted amount), prepare explanations of variations from budgeted figures. Suggest corrective recommendations, if applicable.

(5) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.

(6) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

(7) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.

(8) Prepare year-end statement of operations for Owners.

b. Physical Management.

(1) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors.

(2) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., as approved operating budgets,

(3) Select, train and supervise competent personnel, as directed by the Board.

(4) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.

(5) Perform any other projects with diligence and economy in the Board's best interests.

c. Administrative Management.

(1) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.

(2) Obtain and analyze bids for insurance coverage specified in By-Laws, recommend modifications or additional coverages. Prepare claims when required and follow up on payment; act as Board's representative in negotiating settlement.

(3) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-Resident-Owner relationships.

(4) Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.

(5) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workman's Compensation Laws.

(6) Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.

(7) Represent an absentee Owner when requested.

(8) Administer the Condominium Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 INDEMNIFICATION. The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for LE PARC CONDOMINIUMS as a Member or Owner of a Condominium Unit covered thereby.

ARTICLE IX

OBLIGATIONS OF THE OWNERS

9.1 ASSESSMENTS. All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit Owner in and to the Common Elements and shall be due monthly in advance. A Member shall be deemed to be in good standing

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and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

9.2 GENERAL.

a. Each Owner shall comply strictly with the provisions of the Condominium Declaration for LE PARC CONDOMINIUMS.

b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.3 USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

9.4 DESTRUCTION OR OBSOLESCENCE. Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney In Fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as is provided in Paragraph 6.1 of the Condominium Declaration.

ARTICLE X

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

10.1 BY-LAWS.

a. After relinquishment of Declarant control of the Association, as set forth in Article IV, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least sixty-six and two-thirds percent (66-2/3%) of the aggregate interest of the undivided Ownership of the Common Elements except for those amendments provided for in Article VIII of the Declaration, which shall require the approval of Owners and Mortgagees as provided therein. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

b. Until relinquishment of Declarant control of the Association, these By-Laws may be unilaterally amended by the Declarant to correct any clerical or typographical error or omission, or to change any provision to meet the requirements of

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Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

ARTICLE XI

MORTGAGES

11.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association through the President of the Association giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units".

11.2 NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of a Mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit.

ARTICLE XII

COMPLIANCE

12.1 LEGAL REQUIREMENTS. These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XIII

NON-PROFIT ASSOCIATION

13.1 NON-PROFIT PURPOSE. This Association is not organized for profit. No Unit Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one (1) or more of the purposes of the Association and (2) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIV

PRINCIPAL OFFICE

14.1 ADDRESS. The principal office of the Association shall be located at 8610 Turtle Creek Boulevard, Dallas, Texas, 75225, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors.

ARTICLE XV

EXECUTION OF INSTRUMENTS

15.1 AUTHORIZED AGENTS. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President with the co-signature of the Secretary of the Association.

ARTICLE XVI

CORPORATE SEAL

16.1 CORPORATE SEAL. The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association.

ARTICLE XVII

DEFINITIONS OF TERMS

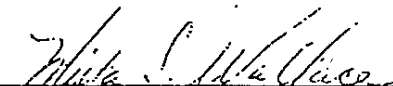
17.1 DEFINITIONS OF TERMS. The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration for LE PARC CONDOMINIUMS, as the same may be amended from time to time, recorded in the office of the County Clerk of Dallas County, Texas.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of LE PARC OWNERS ASSOCIATION, INC., a Texas non-profit corporation, as adopted by the Initial Board of Directors at its organization meeting on the 3rd day of December, A.D., 1986.
effective as of August 1, 1985.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the 3rd day of December, A.D., 1986.

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Secretary Mirta S. Wallace

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**CONDOMINIUM
RECORDS**

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CONDOMINIUM DECLARATION

FOR

LE PARC CONDOMINIUMS

Dallas County, Texas

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LE PARC CONDOMINIUMS

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CONDOMINIUM DECLARATION

FOR

LE PARC CONDOMINIUMS

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS STELLAR DEVELOPMENT COMPANY, a Texas corporation, having its principal office at 10290 Monroe, Suite 208, Dallas, Texas, 75229, hereinafter called "Declarant", is the Owner of certain real property situated in the County of Dallas, State of Texas, being described more fully on Exhibit "A", which by this reference is made a part hereof; and

WHEREAS, Declarant desires to establish a Condominium Regime under the Condominium Act of the State of Texas, Title 7, Chapter 81, Texas Property Code, herein called the "Act"; and

WHEREAS, Declarant has prepared plans for the construction of one (1) multifamily Building and other improvements appurtenant thereto on the Property described in said Exhibit "A", which when completed shall consist of thirty-six (36) separately designated Condominium Units and which will be known as LE PARC CONDOMINIUMS; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the Units, herein called the "Condominium Regime", in the one (1) Building and the co-ownership by the individual and separate Unit Owners thereof, as tenants in common, of all the remaining property, which includes both Limited Common Elements and General Common Elements, as hereinafter defined in Paragraph 1.1 hereof, and which are hereinafter collectively referred to as the "Common Elements" or "Common Areas".

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A", and all improvements thereon, to the provisions of the Act and the Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and to any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

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ARTICLE I

DEFINITIONS AND TERMS

1.1 DEFINITIONS OF TERMS. As used in this agreement, the following terms shall have the following meanings unless the context shall expressly provide otherwise:

a. "Board" or "Board of Directors" shall refer to the Board of Directors of LE PARC OWNERS ASSOCIATION, INC.

b. "Common Assessment" means the charge against each Unit Owner and his Unit, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Property, which are to be paid uniformly by each Unit Owner of the Association, as provided in Paragraph 5.4a herein. This shall also include charges assessed against each Unit Owner to maintain a reserve for replacement fund and to cover costs incurred by the Association to participate in any condemnation suit, as provided in Paragraph 6.3 hereof.

c. "Common Elements" means and includes all of the Property described in Exhibit "A", and all of the improvements thereto and thereon located, excepting all Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements.

d. "Common Expenses" means and includes:

(1) All sums lawfully assessed against the Common Elements by the Managing Agent or Board;

(2) All expenses of administration and management, maintenance, operation, repair or replacement of and addition to the Common Elements (including unpaid special assessments);

(3) Expenses agreed upon as Common Expenses by the Unit Owners; and

(4) Expenses declared to be Common Expenses by this Declaration or by the By-Laws.

e. "Completed Unit" means a completely finished Unit, including, but not limited to, the installation of all appliances and utilities, rendering it ready for occupancy by an Owner other than the Declarant.

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f. "Condominium Owners Association" or "Association" means LE PARC OWNERS ASSOCIATION, INC., a Texas non-profit corporation, the By-Laws of which shall govern the administration of this Condominium Property and the membership of which shall be composed of all the Owners of the Condominium Units according to such By-Laws.

g. "Condominium Unit" shall mean an individual Unit together with the interest in the Common Elements (General or Limited) appurtenant to such Unit.

h. "Construction Period" means that period of time during which Declarant is developing the Premises and selling the Condominium Units, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Condominium Units.

i. "Declarant" shall mean STELLAR DEVELOPMENT COMPANY, a Texas corporation, or its successors or assigns, who is developing the Property as a condominium.

j. "Declaration" shall mean this Condominium Declaration instrument.

k. "General Common Elements" means a part of the Common Elements and includes:

(1) The real property described in Exhibit "A" attached hereto, less and except the Units;

(2) The foundation, bearing walls and columns, roof, halls, lobbies, stairways and entrances and exits or communicationways;

(3) The basement, roof, yards and gardens, except as otherwise herein provided or stipulated;

(4) All premises for the lodging of janitors or persons in charge of the Building, except as otherwise herein provided or stipulated;

(5) All compartments or installations of central services, such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating reservoirs, water tanks and pumps, swimming pool, and the like;

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(6) All elevators and shafts, garbage incinerators and, in general, all devices or installations existing for common use;

(7) Unassigned parking spaces; and

(8) All other elements of the Buildings desirably or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Regime established by this Declaration.

1. "Lienholder" and "First Mortgagee" shall mean the holder of a first mortgage lien on any Unit in the Condominium Project.

m. "Limited Common Elements" means and includes those Common Elements which are reserved for the exclusive use of an individual Owner of a Unit or a certain number of individual Owners of Units, for the exclusive use of those Owners, which may include:

(1) "Air handlers", pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, entryways, and all associated fixtures and structures therein, and patio and/or balcony structures as lie outside the Unit boundaries; and

(2) Covered parking spaces designated as an appurtenance to a Unit; and

(3) Separate storage area designated as an appurtenance to a Unit.

n. "Majority of Unit Owners" means those Owners with fifty-one percent (51%) of the votes entitled to be cast, as weighted as herein provided.

o. "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

p. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, of record, title to one (1) or more Condominium Units.

q. "Plat", "Survey Map", "Map" and "Plans" mean or include the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of, or all of, the improvements,

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same being herewith filed, labeled Exhibit "B" and incorporated herein. It is expressly agreed and each and every Purchaser of a Unit, his heirs, executors, administrators, assigns and grantees hereby agree that the square footage, size and dimensions of each Unit as set out or shown in this Declaration or in the survey Plats exhibited hereto are approximate and are shown for descriptive purposes only. The Declarant does not warrant, guarantee or represent that any Unit actually contains the area, square footage or dimensions shown by the Plat thereof. Each Purchaser and Owner of a Unit or interest therein agrees that the Unit has been or will be purchased as actually and physically existing at the time such purchase is closed. Each Purchaser of a Unit expressly waives any claim or demand which he may have against the Declarant or any person whatsoever on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the respective Plat thereof exhibited hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purposes whatsoever or in connection with any matter, the existing physical boundaries of the Unit 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 those of the Building.

r. "Premises", "Project", or "Property" means and includes the land, the Building and all improvements and structures thereon and all rights, easements and appurtenances belonging thereto.

s. "Special Assessments". In addition to the common assessments described above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of deferring, in whole or in part:

(1) The cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; or

(2) The expense of any other contingencies or unbudgeted costs; provided that any such assessment shall

have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Elements owned by each. The Association, after due notice and hearing, shall also have the authority to establish and fix a special assessment upon any Unit to secure the liability of the Owner of such Unit to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Special assessments may be billed or collected on a monthly basis. The above mentioned liability of any Owner is to be established as set forth in this Declaration.

t. "Unit" shall mean the elements of an individual Condominium Unit which are not owned in common with the Owners of the other Condominium Units in the Project as shown on the Maps, which are exhibits attached hereto, and each Unit shall include the air space assigned thereto. The boundaries of each such Unit shall be and are the interior surfaces of the perimeter walls, floors, ceilings, window frames, doors, door frames and trim, and exterior surfaces of the patios and balconies; and the space includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements. In interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries, regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plat and those of the Building. The individual ownership of each Unit space herein defined shall further include the interior construction, partitions, appliances, fixtures and improvements which are intended to exclusively serve such Unit space, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, individual bathroom and kitchen

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fixtures, plumbing and appliances, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of or otherwise treated without affecting any other Unit space or ownership, use or enjoyment thereof. None of the land in this Project on which any Unit space or porch space is located shall be separately owned, as all land in this Project shall constitute part of the "Common Elements" of the Property as herein defined, and shall be owned in common by the Owners of the Units in this Condominium Project. It is intended the term "Unit", as used in this Declaration, shall have the same meaning as the term "Apartment" as used in the Act.

ARTICLE II

CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS

2.1 RECORDATION OF PLAT. The Plat shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such Plat consists of and sets forth:

- a. The legal description of the surface of the land;
- b. The linear measurements and location, with reference to the exterior boundaries of the land, of the Buildings and all other improvements constructed, or to be constructed, on said land by Declarant;
- c. The exterior boundaries and number of each Unit, expressing its square footage, and any other data necessary for its identification, which information will be depicted by a Plat of such floor of the Building showing the letter of the Building, the number of the floor and the number of the Unit; and
- d. The location of the Limited Common Elements.

2.2 DESIGNATION OF UNITS. The Property is hereby divided into thirty-six (36) separately designated Units contained within the one (1) Building. Each Unit is identified by number and the Building is identified by the letter "A" on the Map. The remaining portion of the Premises, referred to as the Common Elements, shall be owned in common by the Owners. The Owners of

each Unit shall own an undivided interest in said Common Elements, the percentage or fraction thereof for each Unit being as shown on the attached Exhibit "C".

2.3 LIMITED COMMON ELEMENTS. Portions of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such areas being Limited Common Elements. The Limited Common Elements reserved for the exclusive use of the individual Owners are the assigned automobile covered parking spaces, patio and balcony structures, and separate storage spaces. Such spaces and structures are allocated and assigned by the Declarant to the respective Units, as indicated on the Plat. Such Limited Common Elements shall be used in connection with the particular Unit, to the exclusion of the use thereof by the other Owners, except by invitation.

2.4 REGULATION OF COMMON AREAS. Portions of the Common Areas are intended as recreation areas, and are improved with green areas, swimming pool, and other facilities. Reasonable regulations governing the use of such facilities by Owners and by their guests and invitees shall be promulgated by the Declarant, or by the Board of Directors of the Association after the same has been elected. Such regulations shall be permanently posted at the office and/or elsewhere in said recreational areas, and all Owners shall be furnished with a copy thereof. Each Owner shall be required to strictly comply with said Rules and Regulations, and shall be responsible to the Association for the compliance therewith by the members of their respective families, relatives, guests or invitees, both minor and adult.

2.5 INSEPARABLE UNITS. Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased or encumbered separately, and shall at all times remain indivisible.

2.6 DESCRIPTIONS. Every deed, lease, mortgage, trust deed or other instrument may legally describe a Condominium Unit by its identifying Building letter and Unit number, as shown on the Map, followed by the words LE PARC CONDOMINIUMS and by reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Common Elements.

2.7 ENCROACHMENTS. If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any

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portion or portions of a Unit or Units encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. A valid easement also exists to that portion of the General Common Elements and of the Limited Common Elements occupied by any part of an Owner's Unit not contained within the physical boundaries of such Unit, including, but not limited to, space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one (1) Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the individual Units.

2.8 GOVERNMENTAL ASSESSMENT. Declarant shall give written notice to the Assessor's Office of the creation of Condominium Ownership of this Property, as is provided by law, so that each Unit and its percentage or fraction of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

2.9 USE AND OCCUPANCY RESTRICTIONS.

a. Subject to the provisions of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit or any two (2) or more adjoining Units used together shall be used for residential purposes or such other uses permitted by this Declaration, and for no other purposes. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from:

(1) Maintaining his personal professional library;

(2) Keeping his personal business or professional records or accounts; or

(3) Handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

b. That part of the Common Elements separating and located between and exclusively serving two (2) or more adjacent Units used together (including, without limitation, portions of any hallway and any walls) may be altered with written consent of the Board, as provided in Paragraph 3.8 herein, to afford ingress to and egress

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from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided:

(1) The expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alterations;

(2) Such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid; and

(3) Such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent Units), including, without limitation, reasonable access and ingress to and egress from the other Units in the hallway affected by such alteration.

c. The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, receiving rooms, swimming pool, and any other areas designed for specific use shall be used for the purposes approved by the Board.

d. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and may be subject to lease, concession or easement, presently in existence or entered into by the Board at some future time.

e. Without limiting the generality of the foregoing provisions of this Paragraph 2.9, use of the Property by the Unit Owners shall be subject to the following restrictions:

(1) Nothing shall be stored in the Common Elements without prior consent of the Board, except in storage areas or as otherwise herein expressly provided;

(2) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any law;

(3) No waste shall be committed in or on the Common Elements;

(4) Subject to Declarant's rights under Paragraph 2.9e(14)(d) of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;

(5) No noxious or offensive activity shall be carried on, in or upon the Common Elements, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted on the Property, and the Board shall have the right to determine in accordance with the By-Laws if any such noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Unit Owner in the Property, shall be located, used or placed on any portion of the Property or exposed to the view of other Unit Owners without the prior written approval of the Board;

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(6) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;

(7) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Building or any portion thereof;

(8) No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its Occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created. No clothing or household fabrics shall be hung, dried or aired in such a way in the Property as to be visible to other Property and no lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property, except within an enclosed structure or if appropriately screened from view;

(9) No Unit Owner shall park, store or keep any vehicle, except wholly within the parking space designated therefor, and any inoperable vehicle shall not be stored in a parking space or within the Common Elements in general. No Unit Owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck,

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delivery truck and any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board). No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Common Elements. Parking spaces shall be used for parking purposes only;

(10) Except within individual Units, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

(11) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the Property, or from a point outside the Property directly to a parking space;

(12) No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. Dogs, cats, fish, birds and other household pets may be kept in Units subject to rules and regulations adopted by the Association, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, the Association may determine a reasonable number in any instance to be more or less, and the Association may limit the size and weight of any household pets allowed. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Unit Owner. Animals belonging to Unit Owners, Occupants or their licensees, tenants or invitees within the Property must be kept either within an enclosure, an

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enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Board. Should any animal belonging to a Unit Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it has control over the Association) or a person designated by Declarant to do so, and subsequent thereto by the Association or its Managing Agent, to a pound under the jurisdiction of the local municipality in which the Property is situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any Unit Owner shall be absolutely liable to each and all remaining Unit Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by a Unit Owner or members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Unit Owner to clean up after such animals which have used any portion of the Common Elements;

(13) No Unit Owner shall be permitted to lease his Unit for hotel or transient purposes, which, for purposes of this paragraph is defined as a period less than thirty (30) days. No Unit Owner shall be permitted to lease less than the entire Unit. Every such lease shall be in writing. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations under the Declaration and By-Laws, of the Unit Owner making such lease and failure to do so shall be a default thereunder. The Unit Owner making such lease shall not be relieved thereby from any of said obligations; and

(14) In order that Declarant may establish the Property as a fully occupied Condominium, no Unit Owner

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nor the Association shall do anything to interfere with, and nothing in the Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing in any Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of any work thereon;

(b) Prevent Declarant, its successors or assigns, or its or their representatives, from erecting, constructing and maintaining on the Common Elements or any Unit owned or controlled by Declarant, its successors or assigns, or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing any work and establishing the Property as a Condominium and disposing of the same by sale, lease or otherwise;

(c) Prevent Declarant, its successors or assigns, or its or their representatives, from maintaining a Sales Office and maintaining and showing model Units to aid in the marketing of the Units during the Construction Period; or

(d) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sign or signs for marketing of Units in the Property.

2.10 RESERVATION OF VARIANCE. Notwithstanding any provision of this Declaration to the contrary, the Declarant reserves unto itself the exclusive right to amend the Condominium Plat and to vary the size, shape, physical lay-out or location of the unsold Units and to correspondingly adjust the sales price and the percentage or fraction of ownership of the Common Elements or the respective Units remaining unsold. Such adjustment in the percentage or fraction of ownership of the Common Elements will only affect those Units

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owned by the Declarant, and will not change or affect the percentage or fraction of ownership of any other Unit. This reservation shall not work to readjust or reallocate any vested interests in the Common Elements appurtenant to any sold Units.

ARTICLE III

RIGHTS AND OBLIGATIONS OF OWNERSHIP

3.1 OWNERSHIP. A Condominium Unit will be a fee simple estate and may be held and owned by any person, firm, corporation or other entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

3.2 PARTITION. The Common Elements (both General and Limited) shall be owned in common by all of the Owners of the Condominium Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than that as specifically provided for hereinafter in Paragraph 6.2, "Judicial Partition", and, 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. Nothing contained herein shall be construed as limitation of the right of partition of a Condominium Unit between the Owners thereof, but such partition shall not affect any other Condominium Unit.

3.3 EXCLUSIVENESS OF OWNERSHIP. Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

3.4 ONE-FAMILY RESIDENTIAL DWELLING. Each Condominium Unit shall be occupied and used or leased by the Owner only as and for a residential dwelling for the Owner, his family, his social guests or his tenants.

3.5 MECHANIC'S AND MATERIALMAN'S LIENS. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the Common Elements owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

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3.6 RIGHT OF ENTRY. The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

3.7 OWNER MAINTENANCE. An Owner shall maintain and keep in repair the interior, patio and/or balcony space, and storage space of his own Unit, including the fixtures thereof. All fixtures and equipment installed with the Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Unit, shall be maintained and kept in repair by the Owner thereof; and an Owner shall be obliged to promptly repair and replace any broken or cracked glass in windows and doors. An Owner shall be totally responsible for his own heating and cooling system.

3.8 ALTERATION. An Owner shall do no act nor any work that will impair the structural soundness and integrity of the Building or impair any easement or hereditament. No Owner shall in any way alter, modify, add to or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without the prior written consent and approval in writing by the Board of Directors. Any such alteration or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Association of complete plans and specifications showing the nature, kind, shape, size, materials, color and location for all proposed work. The Board shall have the obligation to answer within thirty (30) days after receipt of notice of the proposed alterations. Failure to so answer within the stipulated time shall mean that there is no objection to the proposed alteration or modification. During the Construction Period, Declarant shall have the sole right to approve or reject any plans and specifications submitted for consideration by an Owner.

3.9 RESTRICTION OF OWNERSHIP. As a restriction of the ownership provisions set forth in Paragraph 1.1t, "Unit", an Owner shall not be deemed to own the unfinished surfaces of the perimeter walls, floors, ceilings, balconies, patios and roofs surrounding his Unit, nor shall such Owner be deemed to own the utilities running through his Unit which are utilized for, or serve, more than one (1) Unit, except as a tenant in common with the other

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Owners. An Owner shall be deemed to own and shall maintain the inner, finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing material.

3.10 LIABILITY FOR NEGLIGENT ACTS. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, and is not covered or paid for by insurance either on such Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject, pursuant to Article IV hereof. Such liability is limited to the liability Owner has under Texas law.

3.11 SUBJECT TO DECLARATION AND BY-LAWS. Each Owner and the Association shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper case, by an aggrieved Owner against another Owner or against the Association.

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

4.1 BY-LAWS. The administration of this Condominium Property shall be governed by the By-Laws of LE PARC OWNERS ASSOCIATION, INC., a non-profit corporation, referred to herein as the "Association". An Owner of a Condominium Unit, upon becoming an Owner, shall be a Member of the Association and shall remain a Member for the period of his ownership. The Association may be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws. In addition, the Association shall enter into a management agreement upon the terms and conditions established in the By-Laws, and said management agreement shall be consistent with this Declaration.

4.2 DECLARANT CONTROL. Paragraph 4.1 notwithstanding, and for the benefit and protection of the Unit Owners and any First Mortgagees of record for the sole purpose of insuring a complete and orderly buildout as well as a timely sellout of the Condominium Project, the Declarant will retain control

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of and over the Association for a maximum period not to exceed August 1, 1986, or one hundred twenty (120) days from the closing of sales of seventy-five percent (75%) of the Units, or when in the sole opinion of the Declarant, the Project becomes viable, self-supporting and operational, whichever occurs first. It is expressly understood, the Declarant will not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or through the creation of any management agreement with a term longer than three (3) years without majority Association approval upon relinquishment of Declarant control. Within sixty (60) days from the end of the Declarant Control Period, or sooner at the Declarant's option, the Declarant, through the Board of Directors, shall call the first annual meeting of the Association for the purpose of electing, by ballot of Owners, a Board of Directors and to transact such other business of the Association as may properly come before it.

4.3 TEMPORARY MANAGING AGENT. During the period of administration of this Condominium Regime by Declarant, the Declarant 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 Declarant to him. The Declarant 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 Association budget.

4.4 SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT. Every Owner and the Declarant shall have a beneficial interest of use and enjoyment in the Common Elements subject to the following limitations, restrictions and provisions:

a. The right of the Association to publish rules and regulations governing use of the Common Areas and the improvements and facilities located thereon, and to establish and enforce penalties for infractions thereof;

b. The right of the Association to charge reasonable fees for the use of the Common Elements, if such facilities are not used by all Members equally;

c. The right of the Association to borrow money and mortgage the Common Area and improvements for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said

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property; providing, however, that the rights of any such Mortgagee in such property shall be subordinate to the rights of the Owners hereunder, and in no event shall any such Mortgagee have the right to terminate the Condominium Regime established by this Declaration;

d. The right and duty of the Association to suspend the voting rights and the right to the use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Condominium Unit remains unpaid;

e. The right of Declarant or the Association after the Declarant Control Period to dedicate or transfer all or any part of the Common Area for utility easements to any public agency, authority or utility for the purposes, and subject to the conditions, of such agency, authority or utility. No such dedication or transfer shall be effective unless approved by all First Mortgagees and two-thirds (2/3) vote of the quorum of Owners present at a meeting of the Association specifically called for the purpose of approving any such dedication or transfer, and unless an instrument signed by the Board of Directors reflecting such vote of the Owners agreeing to such dedication or transfer and First Mortgagee approval has been duly recorded in the Condominium Records of Dallas County, Texas;

f. The right of the Association to adopt, implement and maintain a private security system for the Premises consistent with applicable laws;

g. The right of the Association to establish rules and regulations governing traffic within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations;

h. The right of the Association to regulate noise within the Premises, including, without limitation, the right of the Association to require mufflers on engines and to prohibit the use of devices producing excessive noise; and

i. The right of the Association to control the visual attractiveness of the property, including, without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Association's judgment, detract from the visual attractiveness of the Property.

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4.5 MEMBERSHIP, VOTING, QUORUM, PROXIES.

a. Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of the Association. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with LE PARC CONDOMINIUMS during the period of such ownership and membership of the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one (1) membership card to the Owner(s) of a Condominium Unit. Such membership card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon shall terminate.

b. Voting. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is thirty-six (36). The combined weighted votes calculated in accordance with Exhibit "C" shall equal one hundred percent (100%).

c. Quorum. The majority of the Unit Owners as defined in Article I shall constitute a quorum.

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

4.6 INSURANCE.

a. The Association shall obtain and maintain at all times insurance of the type and kind provided hereinafter, including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to any Condominium

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Buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association and all Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Each Owner irrevocably designates the Owners Association, as Attorney In Fact, to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after thirty (30) days prior written notice to each First Mortgagee and the Association. The Board of Directors shall, upon request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

b. The Association shall keep a comprehensive policy or policies of public liability insurance covering the Common Elements of the Project with a contractual liability endorsement, and such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of a Unit Owner because of negligent acts by the Association, its Board of Directors or a Unit Owner. Such policy or policies shall be in amounts of not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damage, plus an umbrella policy for not less than One Million Dollars (\$1,000,000.00) for all claims for personal injury, including death, and/or property damage arising out of a single occurrence; and the policy shall include water damage

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liability, liability for non-owned and hired automobiles, liability for property of others and such other coverage as is customarily deemed necessary with respect to projects similar in nature.

c. The Association shall keep a policy or policies of (i) liability insurance insuring the Board of Directors, officers and employees of the Association against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entities, (ii) workmen's compensation as required under the laws of the State of Texas, and (iii) such other insurance as deemed reasonable and necessary in order to protect the Project, the Unit Owners and the Association.

d. The Association shall be responsible for obtaining insurance upon the Units, including all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors and ceilings of such Unit, as initially installed or replacements thereof. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Association's operation or maintenance of the Project. Each Unit Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Unit Owner, and each Unit Owner must furnish a copy of his insurance policy to the Association.

e. The Association shall obtain fidelity bond coverage as provided in Paragraph 5.12 of the By-Laws.

f. Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners, Association or their respective servants, agents or guests.

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ARTICLE V

MAINTENANCE ASSESSMENTS

5.1 ASSESSMENTS FOR COMMON EXPENSES. All Owners shall be obligated to pay the assessments imposed by the Association to meet the Common Expenses. Assessments for the estimated Common Expenses shall be due monthly in advance on or before the first day of each month. Failure to pay by the fifteenth (15th) day of each month shall require the imposition and assessment of a late charge to be set by the Board of Directors in the Rules and Regulations of the Association. Contribution for monthly assessments shall be prorated if the ownership of a Condominium Unit commences on a day other than the first day of the month.

5.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of the residents in the Property, and in particular for the improvement, maintenance and preservation of the Property, the services and the facilities devoted to said purposes that are related to the use and enjoyment of both the Common Elements and the Units situated upon the Property. Such uses may include, but are not limited to, the cost to the Association of the following: all insurance, repair, replacement and maintenance of the Common Elements; fire, extended coverage, vandalism, malicious mischief and liability insurance for the Condominium Units; management costs, taxes, legal and accounting fees as may from time to time be authorized by the Association; construction of other facilities; maintenance of easements upon, constituting a part of, appurtenant to or for the benefit of the Property; mowing grass, caring for the grounds and landscaping; caring for the swimming pool and equipment; roof and exterior surface of the Building; garbage pickup; pest control; street maintenance; outdoor lighting; security service for the Property; water and sewer service furnished to the Property by or through the Association; discharge of any liens on the Common Elements; and other charges required by this Condominium Declaration, or other charges that the Association is authorized to incur. In addition, the Association shall establish a reserve for repair, maintenance and other charges as specified herein.

5.3 DETERMINATION OF ASSESSMENTS. The assessments shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected

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with the maintenance and operation of the Common Elements. This determination may include, among other items, taxes, governmental assessments, landscaping and grounds care, Common Area lighting, repairs and renovation, garbage collections, wages, water charges, legal and accounting fees, management costs and fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, expenses incurred in the operation and maintenance of recreation and administrative facilities, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligation to pay.

5.4 INITIAL ASSESSMENT AND MAXIMUM MONTHLY ASSESSMENT.

a. The monthly assessments shall be made according to each Owner's proportionate or percentage interest in and to the Common Elements provided in Exhibit "C" attached hereto and shall commence upon conveyance of the Unit to the Owner.

b. At least thirty (30) days prior to January 1st, the Board of Directors shall determine the annual budget for the Association and shall set the monthly assessment for the next succeeding twelve (12)-month period. Said monthly assessment shall not exceed one hundred twenty percent (120%) of the monthly assessment allowed for January of the preceding year. At any time during the calendar year, the Board shall have a right to adjust the monthly assessments, as long as any such adjustment does not exceed the maximum permitted herein, with thirty (30) days' written notice given to each Owner. Written notice of the monthly assessment adjustment shall be sent to every Owner subject thereto. The due date shall be established by the Board, and unless otherwise provided or unless otherwise agreed by the Association, the Board shall collect the assessments monthly in accordance with Paragraph 5.1 hereof. If the Board determines at any time during the calendar year that a greater increase of the monthly assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may call a special meeting of the Owners. By the assent of a two-thirds (2/3)

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vote of the quorum of Owners, present at such meeting, the monthly assessment may be set at whatever level such Owners approve. The new assessment shall become the basis for future annual increases, using the one hundred twenty percent (120%) formula, as above outlined.

c. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined.

d. The Board of Directors shall have authority to lower the monthly assessment, if it deems feasible.

5.5 SPECIAL ASSESSMENTS FOR IMPROVEMENTS. In addition to the annual assessments authorized above, the Association, through the Board of Directors, may levy at any time during the calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget, contingency or reserve funds, including the cost of construction or reconstruction, repair or replacement of the Common Elements, as well as the necessary fixtures and personal property related thereto. Any such assessment must be approved by a two-thirds (2/3) vote of the quorum of Owners voting in person or by proxy at a meeting duly called for this purpose. The Declarant will be treated as all other Unit Owners for purposes of special assessments. Said special assessments shall be assessed against each Owner in proportion to his Unit's ownership interest in the Common Elements as set forth herein.

5.6 COMMENCEMENT OF ASSESSMENTS. The monthly assessments provided for herein shall be due on the first day of the month. The assessments shall be prorated if the ownership of a Unit commences on a day other than the first day of the month. On Units owned by the Declarant, the assessment shall commence on the first day of the month after the Declarant Control Period is terminated, in accordance with Paragraph 5.11 herein.

5.7 NO EXEMPTION. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Unit.

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5.8 LIEN FOR ASSESSMENTS.

a. All common monthly assessments and special assessments assessed but unpaid by a Unit Owner for its share of Common Expenses chargeable to its respective Condominium Unit, including interest thereon at ten percent (10%) per annum, plus any Attorney's fees incurred by the Association in order to enforce compliance by any Owner with the terms of this Declaration, the By-Laws, Articles of Incorporation, or Rules and Regulations of the Association, shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances, except only for:

(1) All taxes and special assessments levied by governmental and taxing authorities; and

(2) All liens securing sums due or to become due under any prior recorded purchase money mortgage, vendor's lien or deed of trust.

b. To evidence such lien the Association may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice shall be signed by one (1) of the Board of Directors and may be recorded in the Office of the Clerk and Recorder of Dallas County, Texas. Such lien for the Common Expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Condominium Unit by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Texas Property Code, as amended by Acts 1983, 68th Leg., Ch. 915 (Sec. 3810 Revised Civil Statutes), or in any manner permitted by law. Each Owner, by accepting a deed to his Unit, expressly grants to the Association a power of sale, as set forth in said Section 51.002, in connection with the assessment lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a

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reasonable rental for the Condominium Unit during the period of foreclosure, that being the point in time after the foreclosure is posted, and the Association shall be entitled to a receiver to collect same. The Association shall have the power to bid in the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

c. The amount of the Common Expenses assessed against each Condominium Unit shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

d. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Unit to secure payment of a common assessment or special assessment which is levied pursuant to the terms hereof. Said liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, but not limited to, interest, costs and reasonable attorney's fees, shall be chargeable to the Owner in default. Such lien shall be subordinated and inferior to those liens listed in Subparagraphs 5.8a(1) and (2).

e. Any encumbrancer holding a lien on a Condominium Unit may pay any unpaid Common Expense payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

5.9 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien; provided, however, that the sale or transfer of any Condominium Unit pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer, except for claims for its pro-rata share of such assessments resulting from a

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reallocation among all Units, which reallocation, if necessary, will require a readjustment of the common assessment as provided in Paragraph 5.4b. No sale or transfer shall relieve such Condominium Unit, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

5.10 STATEMENT OF ASSESSMENTS. Upon the written request of any Owner or any encumbrancer or prospective encumbrancer of a Condominium Unit, the Association, by its Board of Directors, shall issue a written statement setting forth the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessments, the date of such assessment and the due date, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The Purchaser, Donee or other transferee of a Unit, by deed or other writing (herein called "Grantee"), shall be jointly and severally liable with the transferor of such Unit (herein called "Grantor") for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee, but such transferee shall be personally liable only if he expressly assumes such liability. The Grantee shall be entitled to a statement from the Board of Directors, setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessment and the date such assessment becomes due, as well as any credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums. This statement shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the subject Condominium Unit accruing prior to such ten (10)-day period.

5.11 OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE. During the Declarant Control Period, as provided in Paragraph 4.2 hereof, the Declarant shall be responsible for the difference between the cost of maintenance and

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assessments received from the other Unit Owners and shall not be limited to the regular monthly assessments for Units owned by Declarant until the end of the Declarant Control Period or until Declarant, at its option, chooses to make regular monthly payments, whichever first occurs. Should Declarant elect not to make regular monthly assessments, Declarant shall provide any additional funds necessary to pay actual cash outlays required to fund current operating expenses of the Association. After the Declarant Control Period is terminated or earlier at Declarant's option, Declarant shall pay the regular monthly assessment for each Unit or Units it owns. In no event shall Declarant's liability for assessments be less than required by the Act.

ARTICLE VI

DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

6.1 DESTRUCTION OR OBSOLESCENCE.

a. This Declaration hereby makes mandatory the irrevocable appointment of an Attorney In Fact to deal with the Property upon its destruction, obsolescence or condemnation. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute appointment of the Attorney In Fact herein provided. All of the Owners irrevocably constitute and appoint LE PARC OWNERS ASSOCIATION, INC., or its successor non-profit corporation, if same be hereafter organized, their true and lawful Attorney in their name, place and stead, for the purpose of dealing with the Property upon its destruction, obsolescence or condemnation, as hereinafter provided. As Attorney In Fact, the Association, by its authorized officers shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Condominium Unit Owner which is necessary and appropriate to exercise the powers herein granted.

b. Repair and reconstruction of the improvement(s), as used in the succeeding subparagraphs, means restoring the improvement(s) to substantially the same condition in existence prior to the damage, with each Unit and Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance

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collected shall be made available to the Association for the purpose of repair, restoration or replacements, unless all of the Owners and all of the First Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter:

(1) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as Attorney In Fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

(2) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty-six and two-thirds percent (66-2/3%) of all the Common Elements as determined by a majority of the Unit Owners, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as Attorney In Fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners and their Condominium Units. Such deficiency assessment shall be a special assessment made pro rata according to each Owner's proportionate interest in and to the Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Article V hereof. The lien provided for herein shall be subordinate to any recorded first mortgage lien, as provided in Paragraph 5.9 of this Declaration. Should the Association choose to foreclose said lien, as provided in Article V, the proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney In Fact, in the following order:

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(a) For payment of taxes and special assessment liens in favor of any governmental assessing entity;

(b) For payment of the balance of the lien of any duly recorded mortgage instrument;

(c) For payment of unpaid Common Expenses;

(d) For payment of junior liens and encumbrances in the order and extent of their priority; and

(e) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(3) If more than sixty-six and two-thirds percent (66-2/3%) of all of the Common Elements as determined by a majority of Unit Owners, not including land, are destroyed or damaged, and if the Owners representing the aggregate ownership of one hundred percent (100%) of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary, the entire remaining Premises shall be sold by the Association, as Attorney In Fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit Owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into separate accounts, one such account for each Condominium Unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as Attorney In Fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any one (1) account to another,

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toward the full payment of the lien of any first mortgage against the Condominium Unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire Property. Such apportionment shall be based upon each Condominium Unit Owner's proportionate interest in the Common Elements. The total funds of each account shall be used and disbursed, without contribution from one (1) account to another, by the Association, as Attorney In Fact, for the same purposes and in the same order as is provided in Subparagraphs b(2)(a) through (e) of Paragraph 6.1 hereof. Any decision to terminate the condominium status as herein provided must have the approval of First Mortgagees as provided in Paragraph 8.1c herein.

(4) If the Owners representing a total ownership interest of one hundred percent (100%) of the Common Elements adopt a plan for reconstruction, then all of the Owners shall be bound by the terms and provisions of such plan. Any assessment made in connection with such plan shall be a Common Expense and made pro rata according to each Owner's proportionate interest in the Common Elements and shall be due and payable as provided by the terms of the plan. The Association shall have the authority to cause the repair and restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Paragraph 5.8 hereof, but will be subordinate to any duly recorded first mortgage lien, as provided in Paragraph 5.9 hereof. Should the Association foreclose said assessment lien, as provided in said Paragraph 5.8, the proceeds derived from sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney In Fact, for the same purposes and in the same order as is provided in Subparagraphs b(2)(a) through (e) of Paragraph 6.1 hereof.

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(5) The Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66-2/3%) of the Common Elements or more, may agree that the Common Elements of the Property are obsolete and that the same should be renewed or reconstructed. In such instance, the expenses thereof shall be payable by all of the Owners as Common Expenses.

(6) Any restoration, reconstruction or repair of the Project shall be performed substantially in accordance with this Declaration and the original Plans and specifications, unless other action is approved by the holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of the Association.

(7) The Owners representing an aggregate ownership interest of one hundred percent (100%) of the Common Elements and all holders of first mortgages may agree that the Common Elements of the Property are obsolete and that the same should be sold. In such instance, the Association shall record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized officers, the entire Premises shall be sold by the Association, as Attorney In Fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-Laws. The sales proceeds shall be apportioned between the Owners and First Mortgagees as their interests may appear on the basis of each Owner's percentage or fraction of interest in the Common Elements, and such apportioned proceeds shall be paid into separate accounts, one such account for each Condominium Unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as Attorney In Fact, shall use and disburse the total amount of each of such funds, without contribution from (1) fund to another,

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for the same purposes and in the same order as is provided in Subparagraphs b(2)(a) through (e) of Paragraph 6.1 hereof.

6.2 JUDICIAL PARTITION. There shall be no judicial partition of the Common Elements, nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph 6.1 hereof in the case of damage or destruction or unless the Property has been removed from the provisions of the Texas Condominium Act; provided, however, that if any Condominium Unit shall be owned by two (2) or more co-tenants, as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition between such co-tenants, but such partition shall not affect any other Condominium Unit.

6.3 CONDEMNATION.

a. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association, as Attorney In Fact, and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Condominium Unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association, as Attorney In Fact, is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, as Attorney In Fact, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Condominium Unit), the Association, as Attorney In Fact, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to

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make any settlement with respect thereto, or to convey such Property to the condemning authority in lieu of such condemnation proceeding.

b. With respect to any such taking, all damages and awards shall be determined for the taking of the individual Units and for the taking of the Common Elements and for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner for the loss of the individual Unit plus an amount in proportion to his percentage or fractional ownership interest in the Common Elements to be applied or paid as set forth in Subparagraphs 6.1b(2)(a) through (e) hereof, unless restoration takes place as herein provided. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association, as Attorney In Fact, on behalf of the Owners. In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds percent (66-2/3%) of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

(1) The Association shall determine which of the Condominium Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium Project and the reduced size of each Condominium Unit so damaged.

(2) The Association shall determine whether it is reasonably practicable to operate the remaining Condominium Units of the Project, including those damaged Units which may be made tenantable, as a Condominium in the manner provided in this Declaration.

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(3) In the event that the Association determines that it is not reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable, then the Condominium Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants in common, in the proportionate ownership interest previously owned by each Owner in the Common Elements.

(4) In the event that the Association determines it will be reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Unit, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct such Condominium Unit so that it is made tenantable. The restoration shall be performed in accordance with this Declaration and the original Plans and specifications, unless other action is approved by holders of mortgages on the remaining Units which have at least fifty-one percent (51%) of the votes in the Association. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Condominium Units which are tenantable. With respect to those Units which may not be tenantable, the award made shall be paid as set forth in Subparagraphs 6.1b(2)(a) through (e) hereof; and the remaining portion of such Units, if any, shall become part of the Common Elements. Upon the payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the proportionate ownership interest in the Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the Common Elements among the reduced number of Owners based

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upon the square footage of the individual remaining Units in proportion to the total square footage of all the remaining Units.

(5) If sixty-six and two-thirds percent (66-2/3%) or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein; and this Condominium Regime shall terminate upon such payment. Such termination of condominium status shall require the approval of the Mortgagees as provided in Paragraph 8.1C herein. Upon such termination, the Condominium Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants in common in the proportionate ownership interest previously owned by each Owner in the Common Elements. The Owners representing an aggregate ownership interest of sixty-seven percent (67%) of the Common Elements and holders of first mortgages on Units which have at least sixty-seven percent (67%) of the votes on Units subject to first mortgages may agree that the Property should be sold. In such instance, the Association shall record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized officers, the entire Premises shall be sold by the Association, as Attorney in Fact, for all of the Owners, free and clear of the provisions contained in the Declaration, the Plat and the By-Laws. The sales proceeds shall be apportioned between the Owners and First Mortgagees as their interests may appear on the basis of each Owner's proportionate ownership interest in the regrouped estate. Any damages, awards, or sales proceeds provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Subparagraphs 6.1b(2)(a) through (e) hereof.

DATE
5-10-78 AS'G

ARTICLE VII

PROTECTION OF MORTGAGEE

7.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a deed of trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units".

7.2 NOTICE OF DEFAULT; LAPSE IN INSURANCE. The Association shall notify a First Mortgagee in writing, upon written request of such Mortgagee identifying the name and address of the Mortgagee and the Unit number, of any default by the Mortgagor in the performance of such Mortgagor's obligations, as set forth in this Declaration, which is not cured within sixty (60) days. The Association, upon written request, shall notify a First Mortgagee of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

7.3 EXAMINATION OF BOOKS. The Association shall permit First Mortgagees to examine the books and records of the Association upon request.

7.4 RESERVE FUND. The Association shall establish adequate reserve funds for replacement of Common Element components and fund the same by regular monthly payments rather than by extraordinary special assessments. In addition, there shall be established a working capital fund for the initial operation of the Condominium Project equal to at least two (2) months' estimated Common Assessments charge for each Unit, said deposit to be collected at closing of Unit sale.

7.5 ANNUAL AUDITS. Upon written request the Association shall furnish each First Mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

7.6 NOTICE OF MEETINGS. The Association shall furnish each First Mortgagee upon request of such Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such Mortgagee to attend such meetings, one (1) such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

7.7 NOTICE OF DAMAGE OR DESTRUCTION. The Association shall furnish the First Mortgagees timely written notice of any substantial damage or partial destruction of any Unit on which the First Mortgagee holds the mortgage if

UNITS ASSOC

such loss exceeds One Thousand Dollars (\$1,000.00) and of any part of the Common Elements if such loss exceeds Ten Thousand Dollars (\$10,000.00).

7.8 MANAGEMENT AGREEMENTS. Any management agreement and/or service contract entered into by the Association will be terminable by the Association without cause and without payment of a termination fee upon ninety (90) days' written notice or with cause upon thirty (30) days' written notice, and the term of such management agreement will not exceed the period of three (3) years, renewable by agreement of the parties to such agreement for successive one (1)-year periods. In the event of the termination of the management agreement, as provided herein, the Association shall enter into a new management agreement with a new management agent prior to the effective date of the termination of old management agreement. Any decision to establish self-management by the Owners Association shall require the prior consent of Owners of Units to which at least sixty-seven percent (67%) of the votes are allocated and the approval of first mortgage holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of the Association.

7.9 TAXES, ASSESSMENTS AND CHARGES. All taxes, assessments and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 AMENDMENTS TO DECLARATION; APPROVAL OF OWNERS AND MORTGAGEES.

a. The consent of the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages shall be required to add or amend any provisions to this Declaration, including those provisions which provide for, govern or regulate any of the following:

(1) Voting;

(2) Assessments, assessment liens or subordination

of such liens;

6/20/75 4808

(3) Reserves for maintenance, repair and replacement of the Common Elements;

(4) Insurance or fidelity bonds;

(5) Rights to use of the Common Elements;

(6) Responsibility for maintenance and repair of the Units and Common Elements;

(7) Expansion of the Project;

(8) Boundaries of any Unit, except as provided in Paragraph 2.10 herein;

(9) Convertibility of Units into Common Elements, or Common Elements into Units;

(10) Leasing of Units;

(11) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit;

(12) A decision by the owners' association to establish self management when professional management had been required previously by an eligible mortgage holder;

(13) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;

(14) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or

(15) Any provisions which are for the express benefit of first mortgage holders, insurers, or guarantors of first mortgages.

b. The consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of First Mortgagees holding mortgages on Units which have at least sixty-seven percent (67%) of the votes of Units subject to Mortgages, shall be required to:

(1) partition or subdivide any Unit. In addition to the approval of the Owner any mortgage holder, if any, must be obtained;

8-172 4000

(2) by act or omission, seek to abandon, partition, subdivide, encumber, or transfer the Common Elements, other than the granting of easements for public utilities or other public, uses except where a greater percentage is required, as provided in Paragraph 3.2 hereof, or by the Act; or

(3) use hazard insurance proceeds for losses to any condominium property for other than the repair, replacement or reconstruction of such property, except as provided by statute in the case of substantial loss, and as provided in Paragraph 6.1b(3).

c. The consent of Owners of Units to which at least one hundred percent (100%) of the votes of the Association are allocated and the approval of First Mortgagees holding mortgages on Units which have at least sixty-seven percent (67%) of the votes of Units subject to mortgages shall be required to terminate or abandon the condominium status of the Project by act or omission, except where a different percentage is mandated by the Act in the event of a termination due to destruction or condemnation.

d. Any amendment which would change the percentage or fraction of interest of the Unit Owners in the Common Elements, will require the consent of Owners of sixty-seven percent (67%) of the votes allocated in the Association and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, provided that the change of percentage or fraction of ownership must have the approval of each Unit Owner affected by said amendment.

e. Any amendment to the Declaration must be approved by the requisite percentages of ownership interest at a meeting called by the Association, so long as such meeting is required by law. Should the meeting requirement not be mandated by law, an amendment may be effected with the certification by the Secretary of the Association that the necessary Owner approval was obtained, or by obtaining the signatures of the Owners who hold the requisite percentage ownerships.

8-1770 4810

f. No amendment to the Declaration may alter or destroy a Unit or a Limited Common Element without the consent of the Owners affected and the Owners' First Mortgagees.

g. Any First Mortgagee who receives a written request to approve additions or amendments to the Declaration or By-Laws, and who does not deliver or post to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such request. The Association shall give timely written notice to all First Mortgagees of any proposed action which would require the consent of a specified percentage of First Mortgagees.

h. Unless otherwise provided in this Paragraph 8.1 or elsewhere in this Declaration, any of the provisions herein may be amended by the consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated, provided that:

(i) No amendment shall affect the rights given to the Declarant, herein, without the consent of the Declarant;

(ii) No action to challenge the validity of an amendment adopted by the Association under this section or Paragraph 8.2 may be brought more than one (1) year after the amendment is recorded; and

(iii) To be effective, each amendment to the Declaration must be in writing, signed and acknowledged by the Board, indicating the required approval of such Owners and/or Mortgagees, or by the Declarant in the case of an amendment pursuant to Paragraph 8.2. Any such instrument shall be duly recorded in the Condominium Records of Dallas County, Texas.

8.2 CORRECTION OF ERROR. Declarant reserves, and shall have the continuing right, until the end of the Construction Period, without the consent of the other Owners or any Mortgagee to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration, as allowed by law.

81072 4811

8.3 OWNERSHIP OF COMMON PERSONAL PROPERTY. Upon termination of the Construction Period, as defined herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the Premises, furnished by Declarant, and intended for the common use and enjoyment of the Condominium Unit Owners and occupants. No Owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the Owner's termination of possession of his Condominium Unit.

8.4 CHANGE IN DOCUMENTS. Upon written request, the holder of any mortgage covering any of the Condominium Units shall be entitled to written notification from the Association thirty (30) days prior to the effective date of any change in the Condominium documents.

8.5 NOTICE. All notices, demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit number and Building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association, shall be sent by ordinary or certified mail, postage prepaid, to 8610 Turtle Creek Boulevard, Dallas, Texas, 75225, until such address is changed by a notice of address change duly recorded in the Dallas County Condominium Records.

8.6 CONFLICT BETWEEN DECLARATION AND BY-LAWS. Whenever the application of the provisions of this Declaration conflict with the application of any provision of the By-Laws adopted by the Association, the provisions or application of this Declaration shall prevail.

8.7 INVALIDATION OF PARTS. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

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

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8.9 TEXAS CONDOMINIUM ACT. The provisions of this Declaration shall be in addition and supplemental to the Condominium Act of the State of Texas and to all other provisions of law.

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

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed, this 6TH day of April, A.D., 1984.

ATTEST:

STELLAR DEVELOPMENT COMPANY

Assistant
Richard S. Wallace
Secretary

By: Alan M. Howard
Alan M. Howard, Vice President

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Alan M. Howard, Vice President of Stellar Development Company, 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 such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6TH day of APRIL, A.D., 1984.

Bonnie J. Calloway
Notary Public in and for
The State of Texas
My Commission Expires: 5-17-86

22 2175
65072 5813

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a certain tract of land in City Block B/5464 and being out of the Second Installment of the Northwest Plaza Addition, an addition to the City of Dallas, according to the Map recorded in Volume 111, Page 2856, of the Map Records of Dallas County, Texas, and being that same 0.727 acre tract conveyed to Dallas Power and Light Company by Deed recorded in Volume 72136, Page 0985 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found for corner being the Southwest corner of the said 0.727 acre tract, said iron rod being located 60.00 feet measured N 00°03'00" W and 241.06 feet measured S 89°43'00" E from the Southwest corner of the said Second Installment of the Northwest Plaza;

THENCE N 00°17'00" E a distance of 204.80 feet to an iron rod set for corner in the curving South line of a utility and access easement strip described in Volume 69111, Page 0897 of the Deed Records of Dallas County, Texas;

THENCE Easterly with the South line of said utility and access easement and along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 67°05'36" a distance of 35.13 feet to an iron rod set for corner;

THENCE S 89°43'00" E a distance of 124.77 feet to an iron rod found for corner;

THENCE S 00°03'30" W a distance of 200.70 feet to an iron rod set for corner;

THENCE N 89°43'00" W a distance of 158.46 feet to the POINT OF BEGINNING and containing 0.7273 acres or 31,679 square feet of land, more or less.

PAGE
84072 4814

EXHIBIT "C"
PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

<u>UNIT NO.</u>	<u>Square Feet</u>	<u>% of Interest</u>
101	1291	2.8477138
102	1154	2.5449162
103	1408	3.1050624
104	1284	2.8316052
105	1006	2.2185318
106	1408	3.1050624
107	1284	2.8316052
108	1154	2.5449162
109	1154	2.5449162
110	1408	3.1050624
111	1284	2.8316052
112	1291	2.8470423
201	1315	2.8999695
202	1174	2.5890222
203	1408	3.1050624
204	1284	2.8316052
205	1006	2.2185318
206	1408	3.1050624
207	1284	2.8316052
208	1174	2.5890222
209	1174	2.5890222
210	1408	3.1050624
211	1284	2.8316052
212	1315	2.8999695
301	1282	2.8271946
302	1138	2.5096314
303	1381	3.0455193
304	1286	2.8360158
305	1006	2.2185318
306	1381	3.0455193
307	1286	2.8360158
308	1139	2.5096314
309	1138	2.5096314
310	1381	3.0455193
311	1286	2.8360158
312	1282	2.8271946

SOUTHWEST LAND TITLE CO.
5944 LUTHER LANE
SUITE 130
DALLAS, TEXAS 75225

AFTER RECORDING PLEASE RETURN TO:

85072 8516

68-773-6327

DALLAS POWER & LIGHT CO.

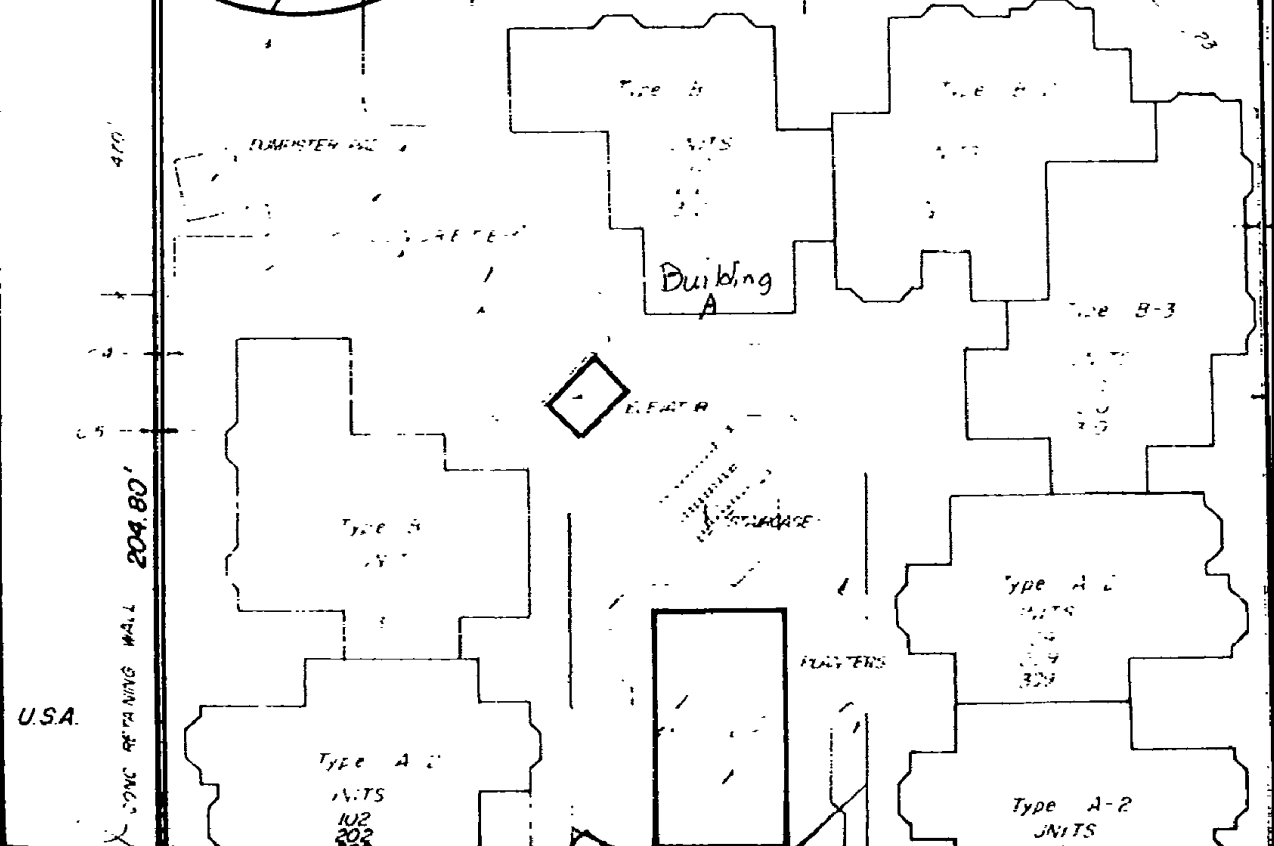
40' UTILITY & ACCESS ESM'T
VOL. 69111, PG. 0897

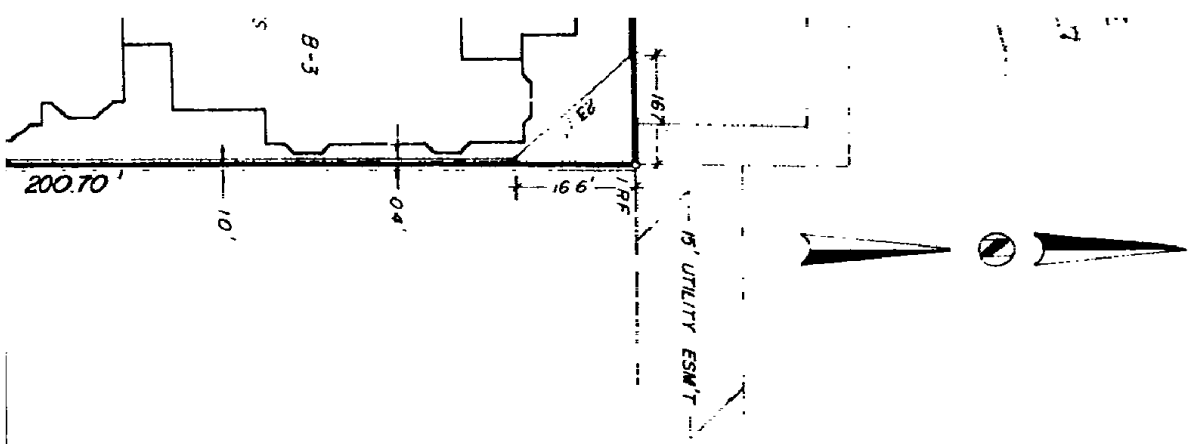
6 SAN SEW ESM'T VOL 571, PG 0756

$\Delta = 67^{\circ}05'36''$
 $R = 30.00'$
 $T = 19.89'$
 $L = 35.13'$

CHORD, DIR. $S 89^{\circ}43' E$
CHORD, DIST. 32.16'

TRS 45 S 89°43' E 124.77' 167





PROPERTY DESCRIPTION

BEING a certain tract of land in City Block B/5464 and being out of the Second Installation of the Northwest Plaza Addition, an addition to the City of Dallas, according to the Map recorded in Volume 111, Page 2856, of the Map Records of Dallas County, Texas, and being that same 0.727 acre tract conveyed to Dallas Power and Light Company by Deed recorded in Volume 72136, Page 0965 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

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THENCE N 89°43'00" W a distance of 158.46 feet to the POINT OF BEGINNING and containing 0.7273 acres or 31,679 square feet of land, more or less.

1
2
3
4
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6
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CROSS SECTION

3RD FLOOR
2ND FLOOR
1ST FLOOR
GROUND FLOOR FINISH

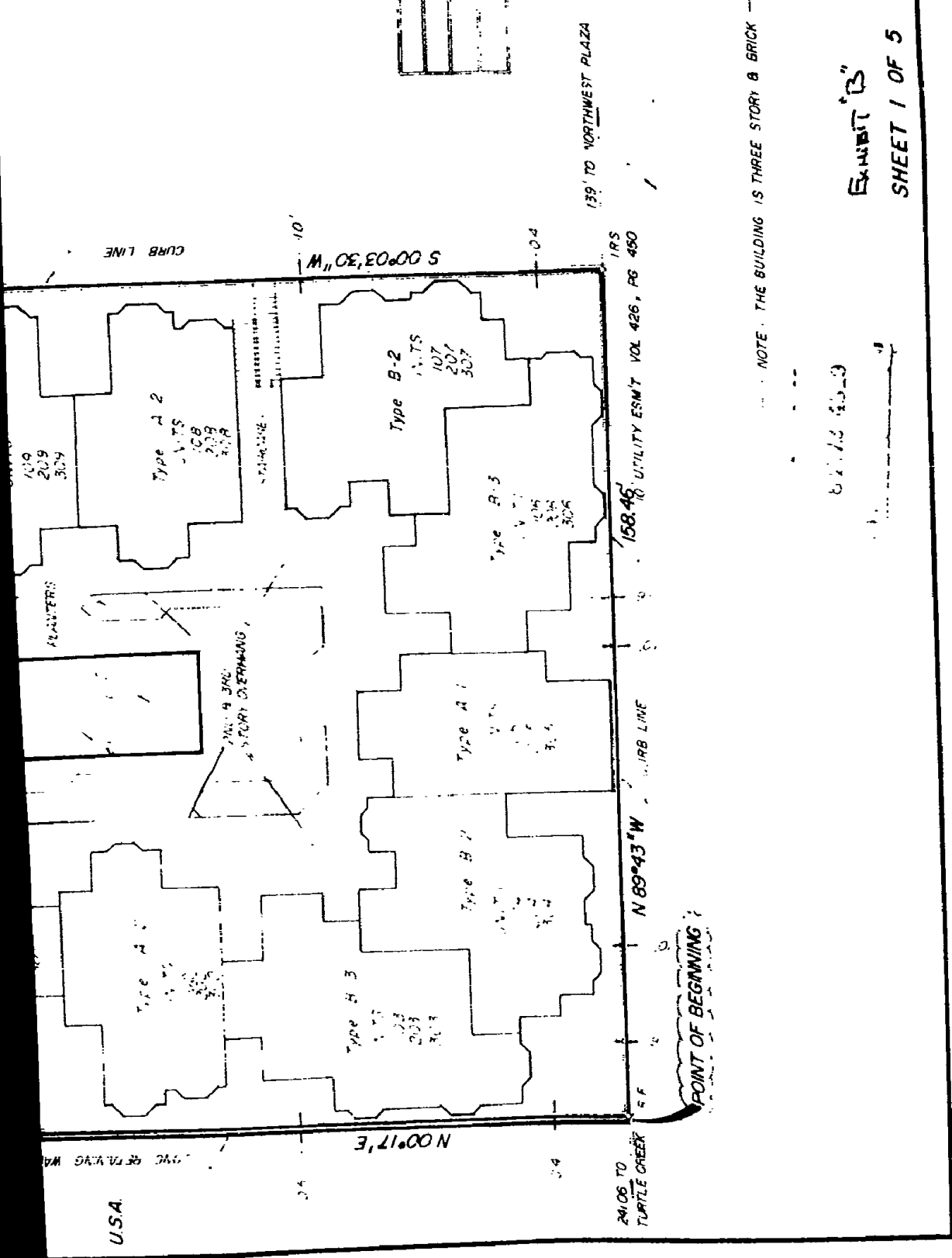
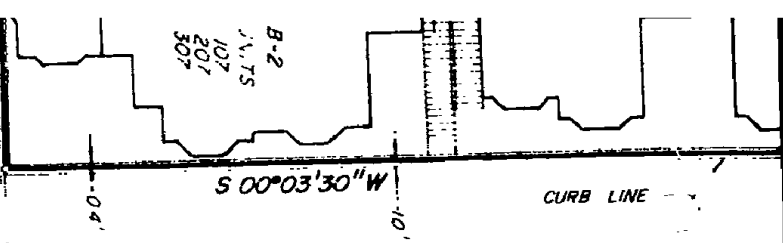
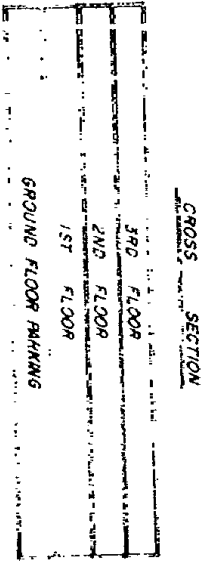


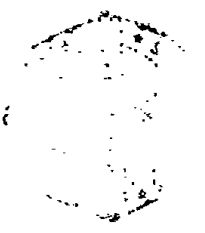
EXHIBIT "B"
SHEET 1 OF 5



195
199 TO NORTHWEST PLAZA



I, John R. Piburn, Jr., do hereby certify that this survey was made by me or under my personal supervision and that the plat hereon is a true, correct and accurate representation of the property as determined by survey. The lines, dimensions, and corners of said property being as indicated by the plat. There are no visible easements, encroachments, conflicts or protrusions except as shown.



John R. Piburn, Jr.
John R. Piburn, Jr.
R.P.S. No. 3689

602 920 4500

LE PARC CONDOMINIUMS

COMPLETION SURVEY

City Block B/5464

City of Dallas, Dallas Co, Tx

JACK R. DAVIS
& associates, inc.

consulting civil engineers & surveyors

2902 Carlisle Street Dallas, Texas 75204

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO
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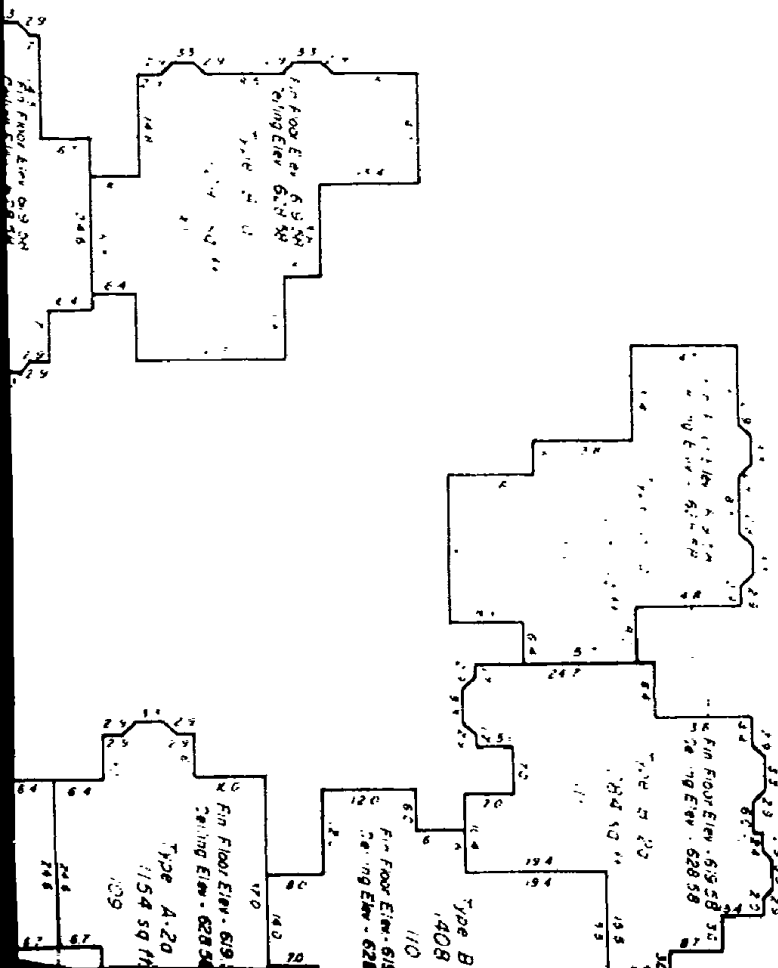
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Exhibit "B"
SHEET 1 OF 5

REVISED 04 06 84

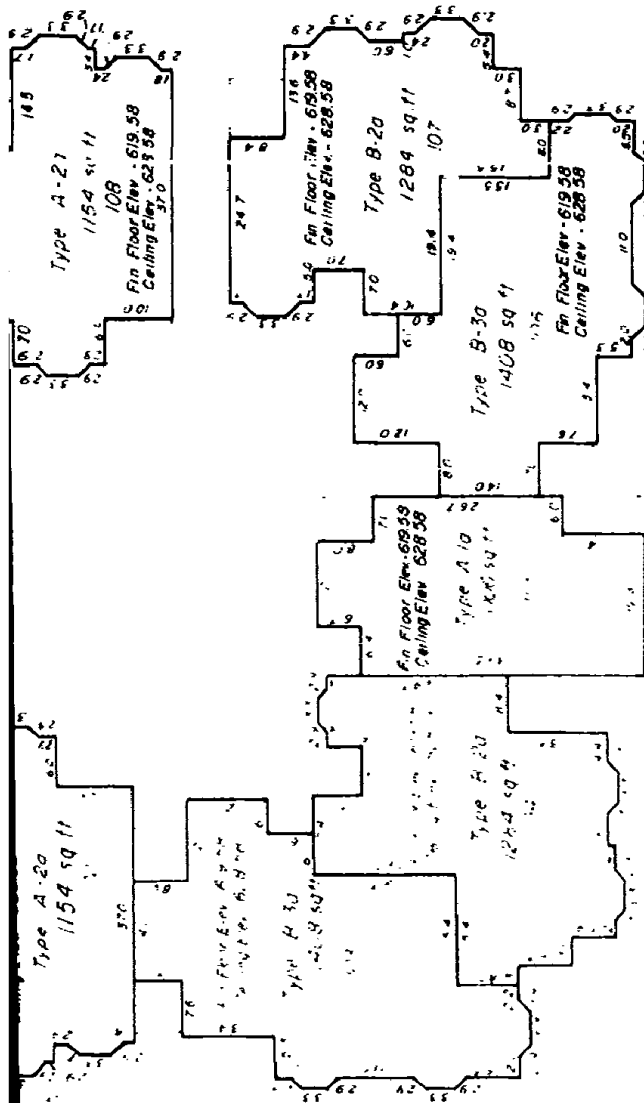


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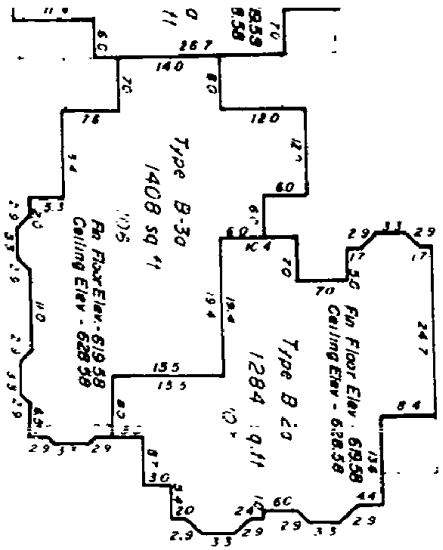
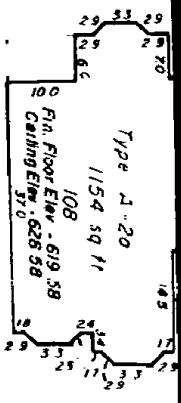


Balconies are attached as limited common elements to units as shown.

3RD FLOOR
2ND FLOOR
1ST FLOOR
GROUND FLOOR PARKING

FIRST FLOOR
BUILDING A

DATE: 11-15-63
DRAWN BY: J.S. 45503



are attached as limited
 drawings to units as shown.

RST FLOOR
 BUILDING A

DATE
 12-25-83

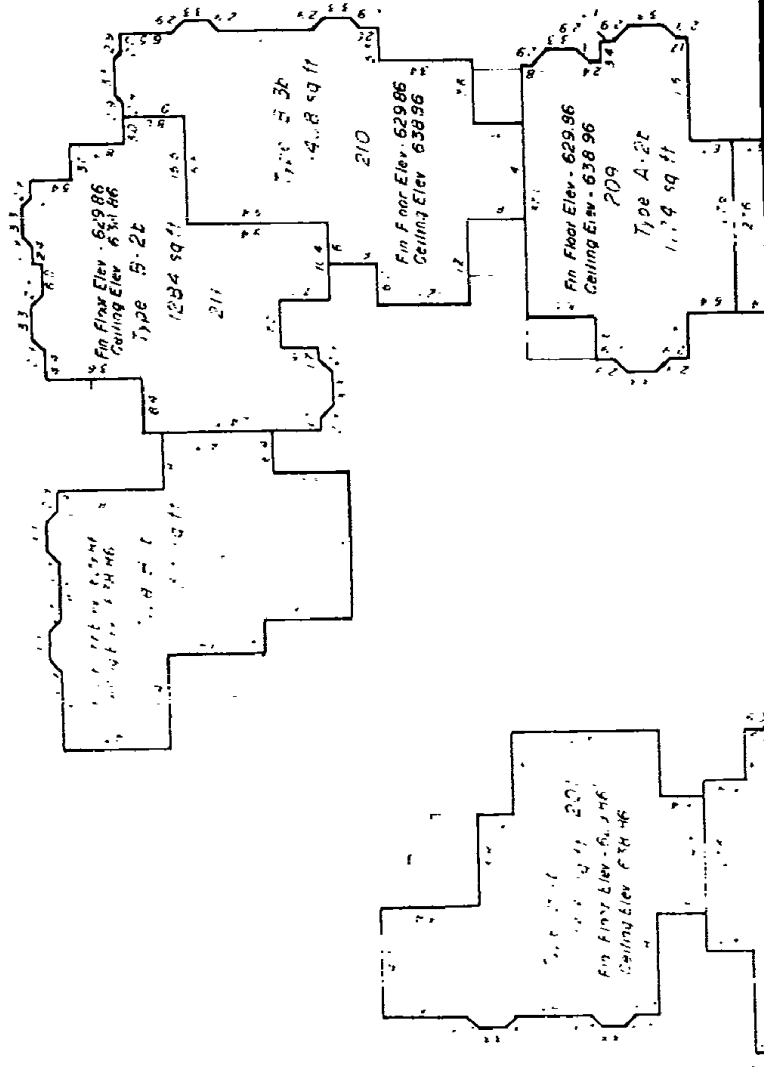
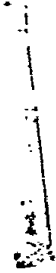
SHEET 2 OF 5

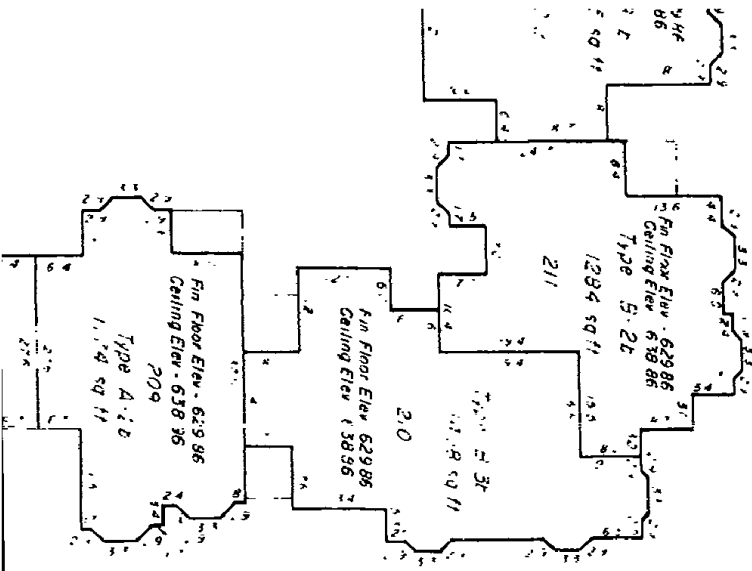
REVISED 04 06 84

FLOOR PLANS					
LE PARC CONDOMINIUMS					
DALLAS, TX.					
JACK R. DAVIS					
& associates, inc.					
consulting civil engineers & surveyors					
2902 Carlisle Street Dallas, Texas 75204					
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE
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					NO
					82187

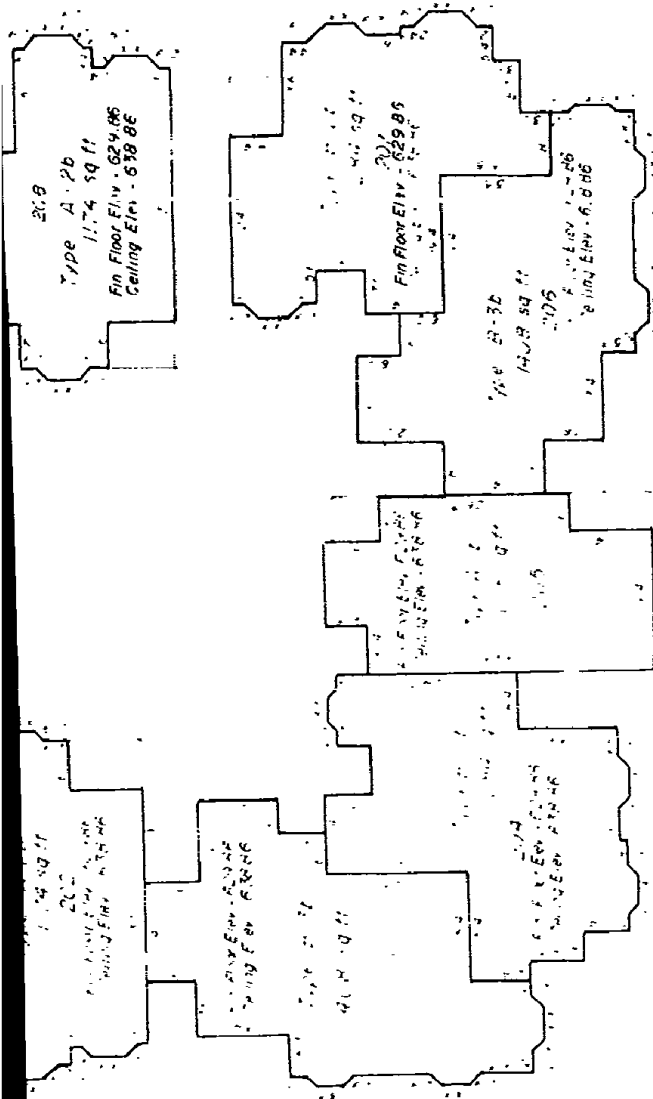


54.746 (45.0)





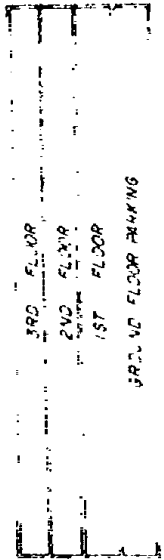
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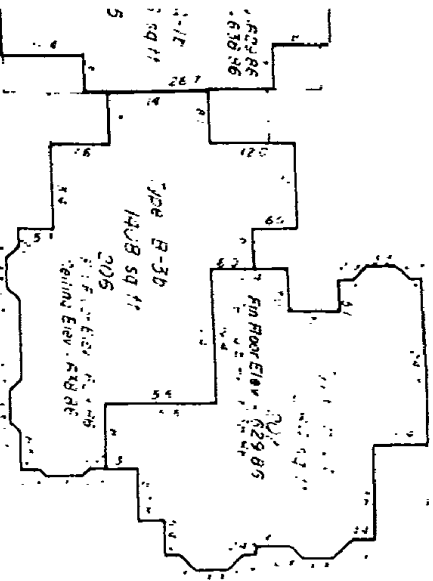
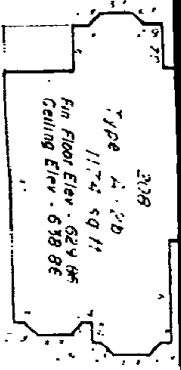
Sections are attached as limited
 elements to units as shown.

SECOND FLOOR
BUILDING A

CROSS SECTION



82-112-8507



is attached as limited elements to units as shown.

SECOND FLOOR
BUILDING A

REVISED 04 06 84

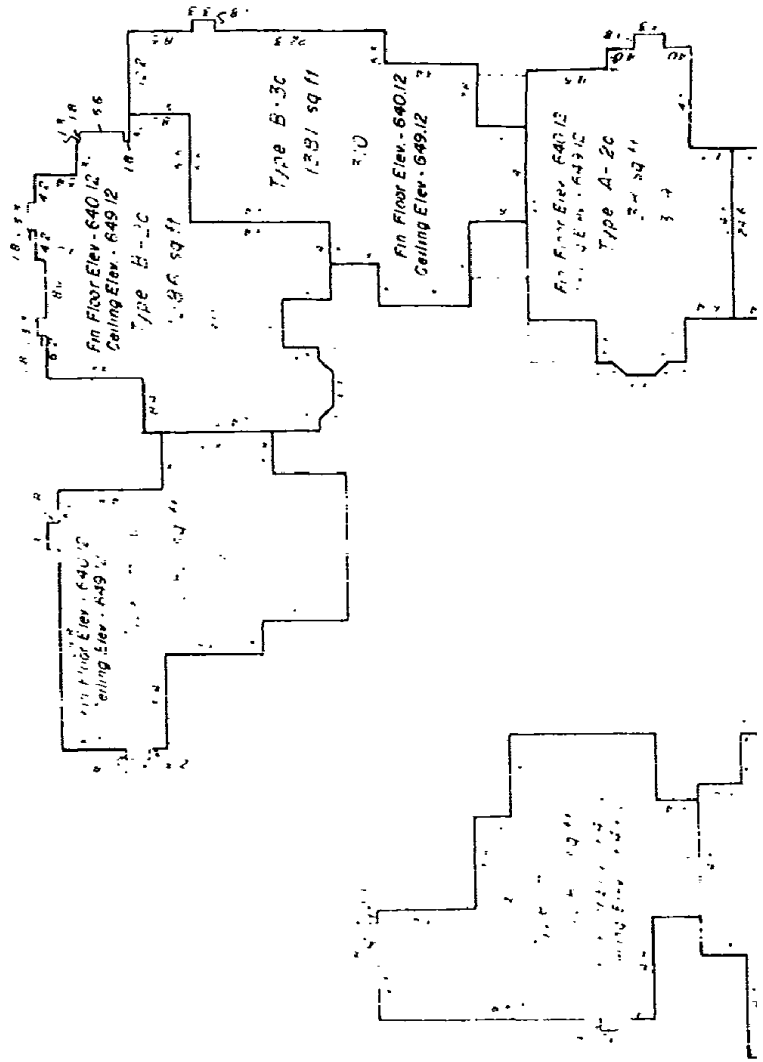
FLOOR PLANS				
LE PARC CONDOMINIUMS				
DALLAS, TX.				
JACK R. DAVIS				
& associates, inc.				
consulting civil engineers & surveyors				
2902 Caprice Street Dallas, Texas 75204				
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S R F	Jan 1984	1/4" = 20'		
				FILE
				S
				NO
				82187

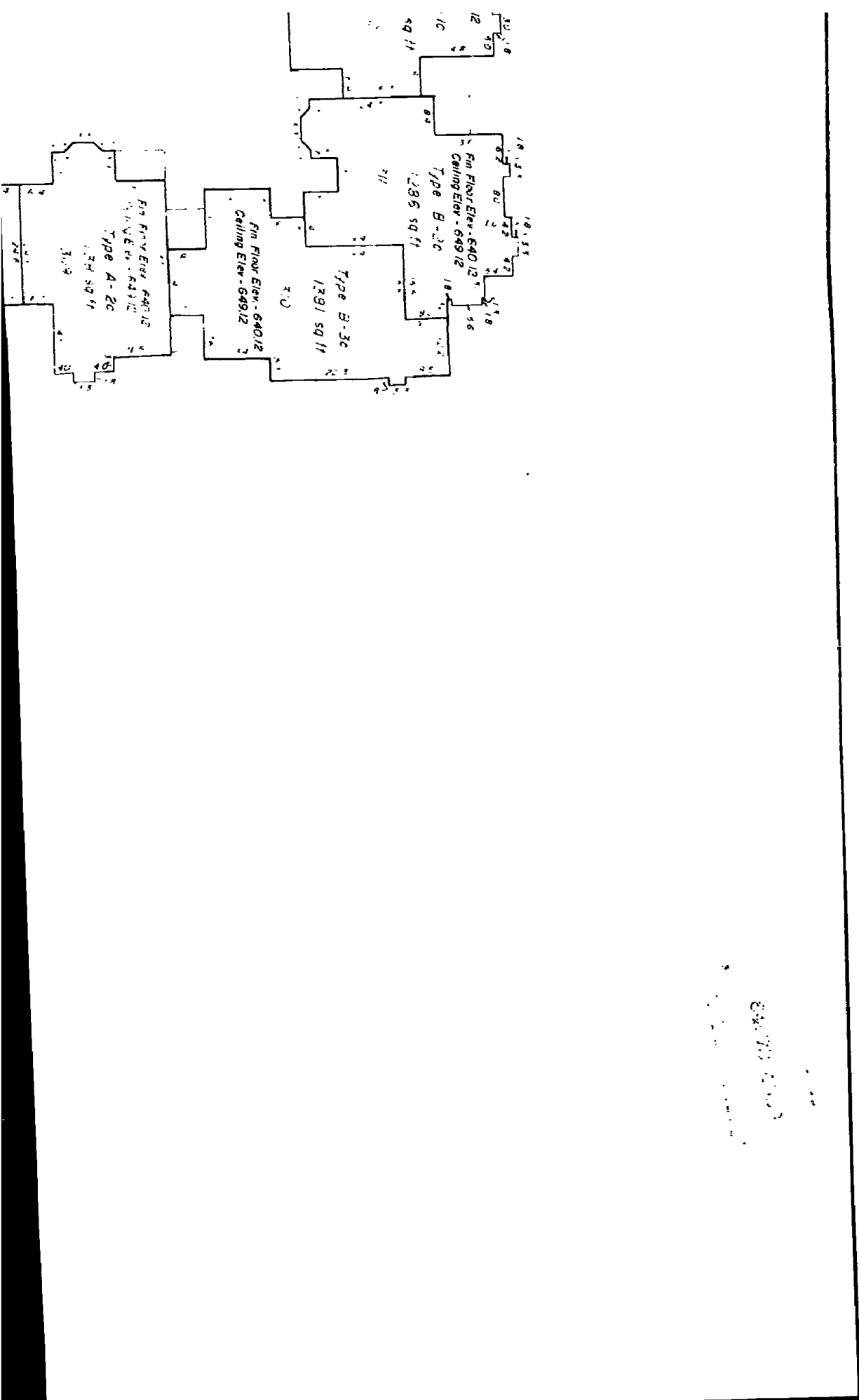


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647.7 (11)

647.7 (11)



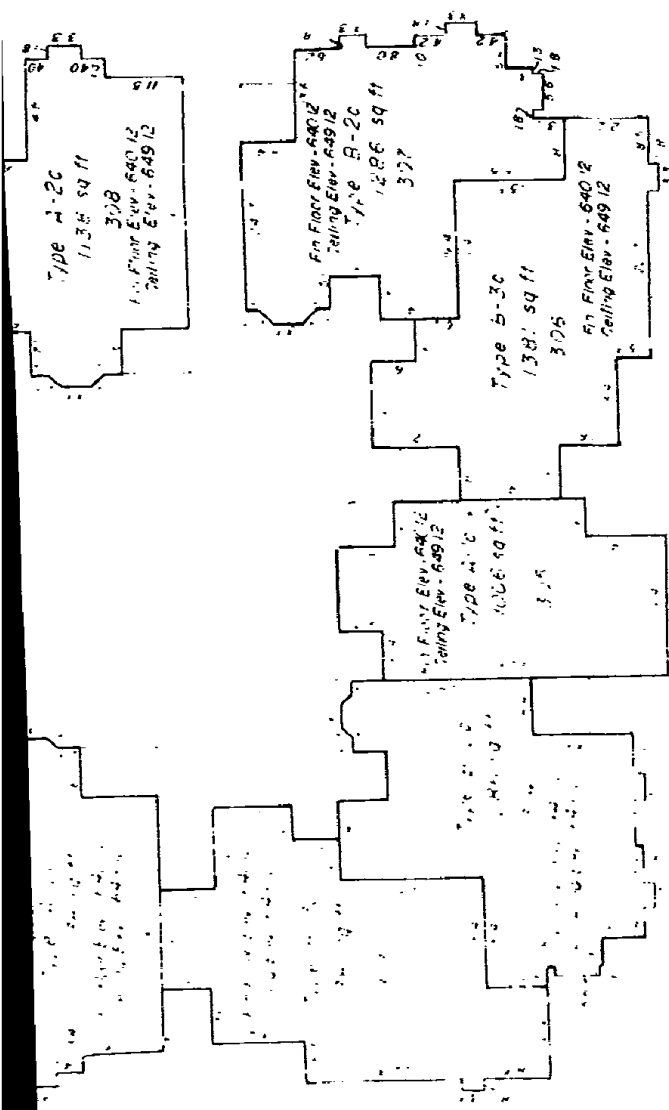


Fm Floor Elev. - 640 1/2"
Ceiling Elev. - 649 1/2"
Type B-20
286 sq ft

Type B-36
1291 sq ft

Fm Floor Elev. - 640 1/2"
Ceiling Elev. - 649 1/2"
Type A-20
154 sq ft

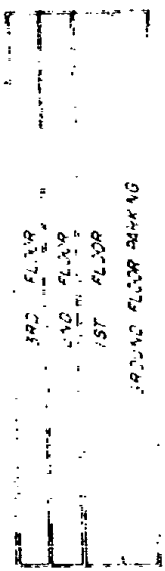
640 1/2
649 1/2

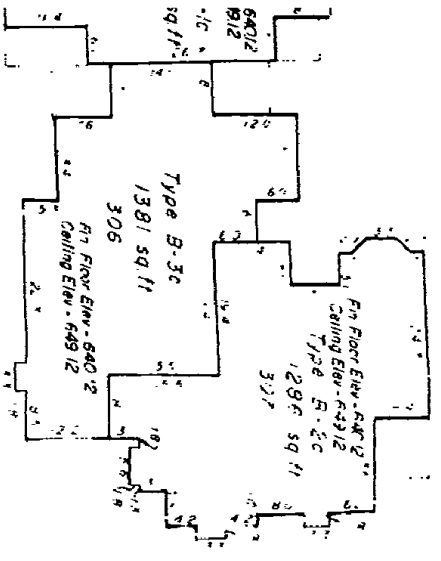
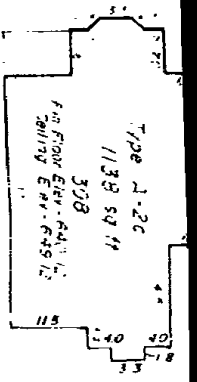


Reference to elevations is limited
 to the elevations shown.

THIRD FLOOR
BUILDING A

CROSS SECTION





are attached as limited
ements to units as shown.

1RD FLOOR
BUILDING A

SHEET 4 OF 5

REVISED 04 08 84

FLOOR PLANS				
LE PARC CONDOMINIUMS				
DALLAS, TX.				
JACK R. DAVIS & associates, inc.				
consulting civil engineers & surveyors				
2902 W. Wise Street Dallas, Texas 75204				
DESIGN	DRAWN	DATE	SCALE	NOTES
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				5
				82187

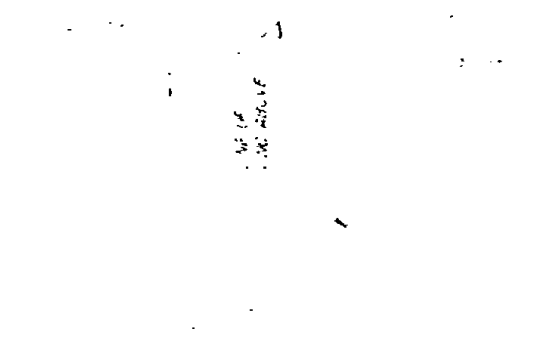
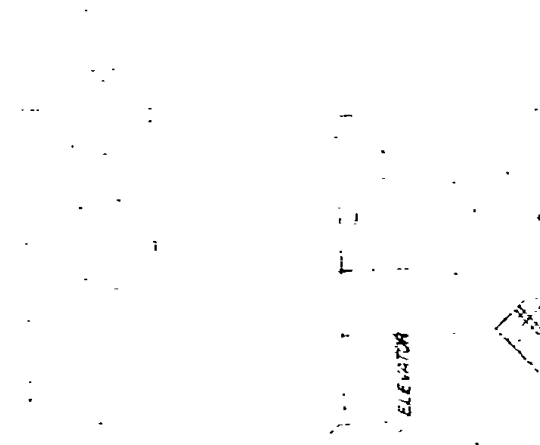
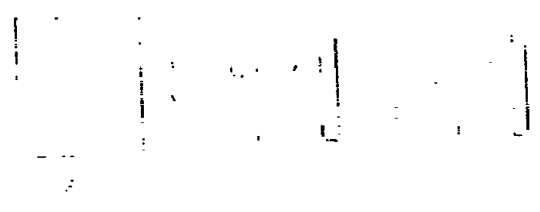


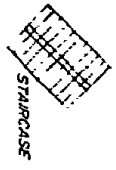
1000
64 72 4500

W. OF
THE HOUSE

ELEVATOR

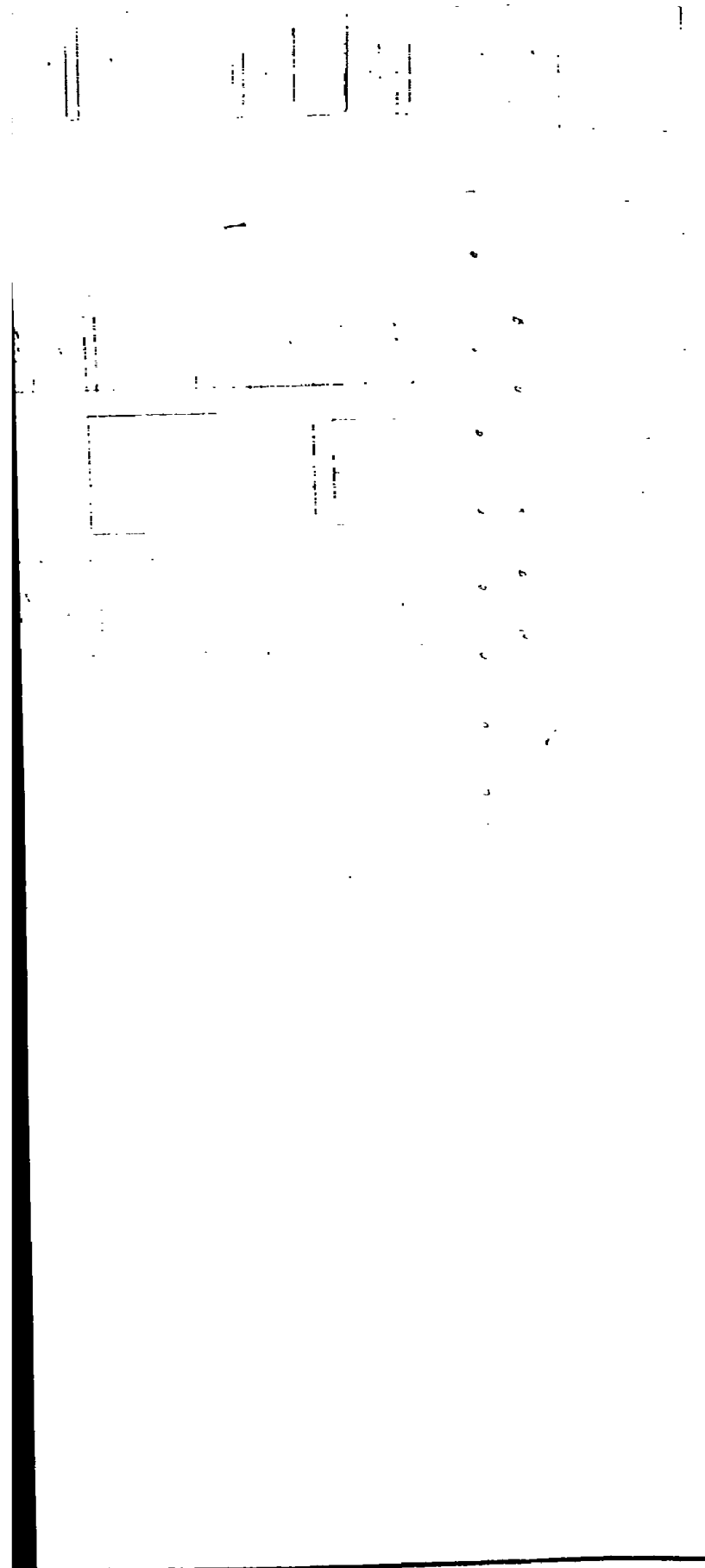
STAIRCASE





ELEVATION

STAIRCASE
ELEVATION



CROSS SECTION

3RD FLOOR
2ND FLOOR
1ST FLOOR
GROUND FLOOR PARKING

GROUND FLOOR PARKING

1:10

20' 0" x 40' 0"

100R PARKING

SHEET 5 OF 5

PARKING GARAGE PLAN

LE PARC CONDOMINIUMS

DALLAS, TX.

JACK R. DAVIS
& associates, inc.

consulting civil engineers & surveyors
2902 Carlisle Street Dallas, Texas 75204

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
	S R F	JAN 1994	1" = 20'		S	82187

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