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CONDOMINIUM DECLARATION
FOR
DRY CREEK WEST CONDOMINIUMS
Travis County, Texas

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CONDOMINIUM RECORDS
TRAVIS COUNTY TEXAS

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2-55-0142

ARTICLE IV - MANAGEMENT AND ADMINISTRATION

Paragraph 4.1 - BY-LAWS 21

Paragraph 4.2 - DECLARANT CONTROL 21

Paragraph 4.3 - TEMPORARY MANAGING AGENT 22

Paragraph 4.4 - SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT 22

Paragraph 4.5 - MEMBERSHIP, VOTING, QUORUM, PROXIES 23

Paragraph 4.6 - INSURANCE 24

ARTICLE V - MAINTENANCE ASSESSMENTS

Paragraph 5.1 - ASSESSMENTS FOR COMMON EXPENSES 27

Paragraph 5.2 - PURPOSE OF ASSESSMENTS 27

Paragraph 5.3 - DETERMINATION OF ASSESSMENTS 28

Paragraph 5.4 - INITIAL ASSESSMENT AND MAXIMUM MONTHLY ASSESSMENT 28

Paragraph 5.5 - OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE 29

Paragraph 5.6 - SPECIAL ASSESSMENTS FOR IMPROVEMENTS 29

Paragraph 5.7 - COMMENCEMENT OF ASSESSMENTS 29

Paragraph 5.8 - NO EXEMPTION 30

Paragraph 5.9 - LIEN FOR ASSESSMENTS 30

Paragraph 5.10 - SUBORDINATION OF THE LIEN TO MORTGAGES 32

Paragraph 5.11 - STATEMENT OF ASSESSMENTS 32

ARTICLE VI - DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

Paragraph 6.1 - DESTRUCTION OR OBSOLESCENCE 33

Paragraph 6.2 - JUDICIAL PARTITION 39

Paragraph 6.3 - CONDEMNATION 39

ARTICLE VII - PROTECTION OF MORTGAGES

Paragraph 7.1 - NOTICE TO ASSOCIATION 42

Paragraph 7.2 - NOTICE OF DEFAULT 42

Paragraph 7.3 - EXAMINATION OF BOOKS 42

Paragraph 7.4 - RESERVE FUND 43

Paragraph 7.5 - ANNUAL AUDITS 43

Paragraph 7.6 - NOTICE OF MEETINGS 43

Paragraph 7.7 - APPROVAL FOR AMENDMENT TO DECLARATION, ETC. 43

2-66-0143

ARTICLE VII - CONTINUED

Paragraph 7.8 - NOTICE OF DAMAGE OR DLSTRUCTION	43
Paragraph 7.9 - MANAGEMENT ACRFEMENTS	44
Paragraph 7.10 - RIGHT TO PARTITION	44
Paragraph 7.11 - TAXES, ASSESSMLNIS AND CHARGLS	44
Paragraph 7.12 - OTHER ACTS BY ASSOCIATION RLQUIRING APPROVAL OF FIRST MORTGAGELS OR OWNERS	44

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Paragraph 8.1 - AMENDMENT	45
Paragraph 8.2 - CORRECTION OF ERROR	45
Paragraph 8.3 - OWNERSHIP OF COMMON PERSONAL PROPERTY	45
Paragraph 8.4 - CHANGE IN DOCUMENTS	45
Paragraph 8.5 - NOTICE	46
Paragraph 8.6 - CONFLICT BETWEEN DECLARATION AND BY-LAWS	46
Paragraph 8.7 - INVALIDATION OF PARTS	46
Paragraph 8.8 - OMISSIONS	46
Paragraph 8.9 - TEXAS CONDOMINIUM ACT	46
Paragraph 8.10 - GENDER	46

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.

2-66-0145

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 DRY CREEK WEST 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 and equally by each Unit Owner of the Association, as provided 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.

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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.

2-86-0145

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.

f. "Condominium Owners Association" or Association means DRY CREEK WEST 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, including all Units annexed to this Condominium Regime pursuant to the provisions of Paragraph 2.11 hereof.

i. "Declarant" shall mean DRY CREEK JOINT VENTURE, or its successors or assigns, who is developing the Property as a condominium.

j. "Declaration" shall mean this Condominium Declaration instrument as the same may be amended pursuant to Paragraph 2.11 hereof.

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

(1) The real Property described in Exhibit "A" attached hereto,

(2) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways and entrances and exits or communicationways,

(3) All basements, roofs, yards and gardens, except as otherwise herein provided or stipulated,

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

2-56-0147

(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,

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

(7) 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.

l. "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) Parking spaces designated as an appurtenance to a Unit,

(2) Balcony or patio structures serving exclusively a single Unit or one (1) or more adjoining Units; and

(3) "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, as lie outside the Unit boundaries

7553 384

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

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. "Plot", "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, same being herewith filed, consisting of _____ sheets, labeled Exhibit "B" and incorporated herein.

r. "Premises", "Project" or "Property" means and includes the land, the Buildings, 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.

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c. "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 space shall be and are the interior surfaces of the perimeter walls, floors, ceilings, window frames, doors, and door frames and trim, 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 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

7553 386

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.

2-86-0150

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 each 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-two (32) separately designated Units contained within the three (3) Buildings. Each Unit is identified by number and each Building is identified by letter 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

7553 387

automobile parking spaces, patio and balcony structures. 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, hot tub with deck, 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 DRY CREEK WEST 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 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.

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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

Residential use only

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 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

2-66-0153

(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, hot tub with deck, 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:

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(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

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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,

(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 Buildings 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, 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,

2-66-0156

(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 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

2-66-0157

7553 394

each such Unit Owner to clean up after such animals which have used any portion of the Common Elements,

(13) With the exception of a First Mortgagee in possession of a Unit following a default in a mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for hotel or transient purposes. No Unit Owner shall be permitted to lease less than the entire Unit. Every such lease shall be in writing, and a copy of such lease, as and when executed, shall be furnished to the Board. 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

2-56-0158

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

7553 395

2-66-0159

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 in the Common Elements of the respective Units remaining unsold. Such adjustment in the percentage or fraction of ownership of the Common Elements will only affect those Units owned by the Declarant, and will not change or affect the percentage or fraction of ownership of any other Unit. This reservation shall be effective for any annexed and merged Condominium Regimes but shall not work to readjust or reallocate any vested interests in the Common Elements appurtenant to any sold Units.

2.11 RESERVATION OF RIGHT OF MERGER AND ANNEXATION.

a. For a period of three (3) years from the date of recordation of this Declaration, the Declarant reserves the right, authority and power to annex two (2) tracts out of the adjoining land described in the attached Exhibit 'D' for the purpose of establishing, annexing and merging two (2)

7553 396

additional Condominium Regimes. The two (2) respective Regimes may be created simultaneously or staggered and, notwithstanding Paragraph 2.10 hereof, shall conform in basic respects to the general restrictions, limitations and benefits contained in this Declaration. Upon the recordation of Condominium Declaration Supplements or Declarations of Annexation and Merger in compliance with Paragraph 2.11, this Declaration shall further apply to and affect all of the Property described in this Declaration and the Property described in such Declaration Supplements or Declarations of Annexation and Merger, and shall also bind all Owners of any part of the subsequent Regimes with the same effect as if those Regimes were originally subject to and described in this Declaration. Thereafter, the powers and responsibilities of the Board and Association shall be coextensive with regard to all Property included within the expanded Condominium and the Board and Association shall, pursuant to the provisions of this Declaration constitute the Board and Association for the entire Condominium, as expanded. The rights, obligations and duties of each Owner shall be the same and identical to the rights, obligations and duties of the Owners prior to recordation of such Declaration Supplements or Declarations of Annexation and Merger, except as each Owner's percentage or fraction of ownership interest may be modified as herein provided.

2-56-0160

b. The Association shall continue to maintain one (1) Common Expense Fund for the collection and disbursement of monies as required and permitted hereby for the maintenance, repair, replacement and operation of the expanded Condominium and in all respects and meanings, the Condominium, as expanded, shall be deemed to be a single Condominium Project for the purposes of and in accordance with the provisions of this Declaration and the Act.

c. Any annexation and merger shall entail Buildings, amenities and Units of comparable design, size and quality and shall be accomplished by the filing of appropriate Declaration Supplements or Condominium Declarations of Annexation and

7553 397

Merger. Said documents shall be recorded in the Condominium Records of Travis County, Texas, which will, inter alia

2-66-0161

- (1) Be executed by only the Declarant or its successors or assigns,
- (2) Contain a legal description of the land to be annexed to the Condominium,
- (3) Contain a sufficient description of the Units built or to be built on the annexed land;
- (4) Contain a reallocation of percentage or fraction of ownership interest in the Common Areas (as expanded by annexation) among all Units in the Condominium, and
- (5) Any other information required by law or necessary to effectuate the intent of this Article.

d. This Declaration, including, but not limited to this Paragraph 2.11, does not presently create any interest in or with respect to the Property shown as Exhibit "D" which may be annexed, and this Declaration shall not affect in any manner all or any part of such Property unless and until a Supplemental Declaration or Declaration of Annexation and Merger is filed thereto in accordance with this Paragraph 2.11.

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". Nothing contained herein shall be construed as a limitation of the right of partition of a Condominium Unit between the Owners thereof, but such partition shall not affect any other Condominium Unit.

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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.

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 and patio and/or balcony 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 alteration. 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.

2-66-016

3.9 RESTRICTION OF OWNERSHIP. As a restriction of the ownership provisions set forth in Paragraph 1.1c, "Unit", an Owner shall not be deemed to own the unfinished surfaces of the perimeter walls, floors, ceilings 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 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 NEGLIGENCE 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.

3.11 SUBJECT TO DECLARATION AND BY-LAWS Each Owner 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

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Association on behalf of the Owners or, in proper case, by an aggrieved Owner.

2-66-0164

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

4.1 BY-LAWS. The administration of this Condominium Property shall be governed by the By-Laws of DRY CREEK HILL 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 shall 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, including any annexations as provided in Paragraph 2.11, the Declarant will retain control of and over the Association for a maximum period not to exceed January 1, 1984, or upon the sale of ninety percent (90%) of the units, including any annexations, 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 one (1) year without majority Association approval upon relinquishment of Declarant control. Should Declarant elect not to annex any of the adjoining tracts, then its control shall extend no longer than two (2) years from the recordation of this Condominium Declaration. Thereafter, Declarant control shall extend no longer than one (1) year from the date of the recordation of the first sale in the subsequent phases on the aforesaid and respective adjoining tracts. In no event shall control extend beyond January 1, 1984, if all proposed phases are annexed and incorporated

7553 401

hereinto by merger. At the end of the Declarant Control Period, the Declarant, through the Board of Directors, shall call the first annual meeting of the Association.

2-55-0165

4.1 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 facilities within the Common Area, 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 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,

2-55-9166

e. The right of Declarant during the Declarant Control Period, or the Association after the Declarant Control Period, to dedicate or transfer all or any part of the Common Area 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 after the Declarant Control Period 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 Travis 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.

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

7553 403

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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 DRY CREEK WEST 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-two (32). Should additional property be annexed in accordance with Paragraph 2.11 hereof, the total number of votes shall be increased accordingly, and the weighted average adjusted to total 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 Buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by

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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 canceled by either the insured or the insurance company until after thirty (30) days' prior written notice to each First Mortgagee. 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 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 liability, liability for non-owned and

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

2-86-0169

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. 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

2-66-0170

5.1 ASSESSMENTS FOR COMMON EXPENSES. All Owners shall be obligated to pay the estimated 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 (1st) 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 of Five Dollars (\$5.00). Contribution for monthly assessments shall be prorated if the ownership of a Condominium Unit commences on a day other than the first (1st) day of a 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, roofs and exterior surfaces of all Buildings, 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

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5.3 DETERMINATION OF ASSESSMENTS. Notwithstanding Paragraph 5.5 hereof, 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 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 renovations, 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.

b. As of January 1st of the year immediately following the conveyance of the first (1st) Condominium Unit to an Owner other than the Declarant, the Association may set the monthly assessment for the next succeeding twelve (12)-month period at an amount which shall not exceed one hundred-twenty percent (120%) of the monthly assessment allowed for January of the preceding year. 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) 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.

HOA fee
re set on 11/1/92
not to exceed

60%

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

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5.5 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 its pro rata share of the common expenses on the Units it owns. Declarant shall not be obligated to fund any reserve accounts until after the Declarant Control Period is terminated. After the Declarant Control Period is terminated, Declarant shall pay the regular monthly assessment including reserves for each Unit or Units it owns.

5.6 SPECIAL ASSESSMENTS FOR IMPROVEMENTS In addition to the annual assessments authorized above, the Association may levy at any time in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall 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.

5.7 COMMENCEMENT OF ASSESSMENTS. The monthly assessments provided for herein shall be due on the first (1st) day of the month. The assessments shall be prorated if the ownership of a Unit commences on a day other than the first (1st) day of the month. On Units owned by the Declarant, the assessment shall commence on the first (1st) day of the month after the Declarant Control Period is terminated, or the first (1st) day of the month following the transfer to the Association of the responsibility for maintenance of the Building in which the Unit is located in accordance with Paragraph 5.5 herein. The Board shall fix the amount of the monthly assessments against such Unit at least thirty (30) days prior to January 1st of each year, provided, however, that the Board shall have a right to adjust the monthly assessments, as long as any such adjustment does not exceed the maximum permitted hereunder, 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.

2-56-0173

5.8 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.

5.9 LIEN FOR ASSESSMENTS.

a. All sums assessed but unpaid by a Unit Owner for his share of Common Expenses chargeable to his respective Condominium Unit, including interest thereon at ten percent (10%) per annum, 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 mortgage vendor's lien or deed of trust filed for record prior to the time such costs, charges, expenses and/or assessments become due.

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 Travis 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

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mortgages and deeds of trust, as set forth in Article 3810 of the Revised Civil Statutes of the State of Texas, 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 Article 3810, 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 of claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the Condominium Unit at foreclosure 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 5.9a(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.

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5.10 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any prior 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 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.

5.11 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

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Grantee. 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.

2-86-0176

ARTICLE VI

DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

6.1 DESTRUCTION OR OBSOLESCENCE.

a. This Declaration hereby makes mandatorily 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 DRY CREEK WEST 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

7553 413

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

2-66-0177

(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, 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

2-66-0178

and collected as is provided in Article V hereof. In addition thereto, the Association, as Attorney in Fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such deficiency of the assessment within the time provided, and, if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The 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:

(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 first mortgage,

(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, 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, which plan must have the approval or consent of one hundred percent (100%) of the First Mortgagees, the Association shall forthwith record a notice setting

2-66-0179

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 thirty-two (32) separate accounts plus any annexed Units, each such account representing one (1) of the Condominium Units in the total Project. 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, 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.

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2-66-0180

(4) If the Owners representing a total ownership interest of one hundred percent (100%) of the Common Elements adopt a plan for reconstruction, which plan has the approval of one hundred percent (100%) of the First Mortgagees, 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 5.9 hereof. In addition thereto, the Association, as Attorney in Fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such assessment within the time provided. If the assessment is not paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The 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.

(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.

2-66-0181

(6) 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 thirty-two (32) separate accounts plus any annexed Units, each such account representing one (1) 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, for the same purposes and in the same order as is provided in Subparagraphs b(2)(a) through (e) of Paragraph 6.1 hereof

2-66-3182

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

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

2-86-0183

b. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not 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 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 ($66\frac{2}{3}\%$) 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.

2-56-0184

(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. 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

7553 421

Project shall be equitably adjusted to distribute the ownership of the undivided interest in the Common Elements among the reduced number of Owners. 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, in proportion to their percentage or fractional ownership interests in the Common Elements, and this Condominium Regime shall terminate upon such payment. 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. Any damages or awards 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.

2-66-0185

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. The Association shall notify a First Mortgagee in writing, upon request of such Mortgagee, 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 thirty (30) days.

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

7553 422

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.

2-66-0186

7.5 ANNUAL AUDITS. 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 APPROVAL FOR AMENDMENTS TO DECLARATION, ETC. The prior written approval of each First Mortgagee shall be required for the following:

a. Abandonment or termination of DRY CREEK WEST CONDOMINIUMS as a Condominium Regime, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain,

b. Any material amendment to the Declaration or to the By-Laws of the Association, including, but not limited to, any amendment which would change the percentage or fraction of interest of Unit Owners in the Common Elements, except as provided for under Paragraph 2.11 hereof, and

c. The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Project.

7.8 NOTICE OF DAMAGE OR DESTRUCTION The Association shall furnish the First Mortgagee, timely written notice of any substantial damage or destruction of any Unit if 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).

2-66-0187

7.9 MANAGEMENT AGREEMENTS. Any management agreement entered into by the Association will be terminable by the Association without payment of a termination fee for cause upon not more than thirty (30) days' written notice or without cause upon ninety (90) days' written notice, and the term of such management agreement will not exceed the period of one (1) year, 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 the old management agreement.

7.10 RIGHT TO PARTITION. No Unit may be partitioned or subdivided by the Owner thereof without the prior written approval of all First Mortgagees.

7.11 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.

7.12 OTHER ACTS BY ASSOCIATION REQUIRING APPROVAL OF FIRST MORTGAGEES OR OWNERS. Unless all of the First Mortgagees (based upon one [1] vote for each first mortgage owned), and Owners of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to

a. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the Common Elements, except as provided for in Paragraph 2.11 hereof, and

b. Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units or as otherwise provided in this Declaration. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium Project shall not be deemed to transfer within the meaning of this paragraph.

ARTICLL VIII

MISCELLANEOUS PROVISIONS

2-66-0188

8.1 AMENDMENT. Subject to the provisions of Paragraphs 2.10, 2.11 and 7.7 hereof, this Declaration shall not be revoked, nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of ninety percent (90%) of the Common Elements, agree to such revocation or amendment by instruments duly recorded, but no amendment shall affect Declarant's right to exercise the duties and functions of the Board of Directors, as allowed in Paragraph 4.1 hereof or alter or amend the rights given to Declarant in Paragraph 2.11 hereof.

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, provided that no such amendment shall change the stated number of Units or proportionate ownership interest in the Common Elements attributable thereto, except as provided in Paragraph 2.11 hereof.

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. 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.

2-66-018c

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 1613 Loop 360 South, Austin, Texas 78746, until such address is changed by a notice of address change duly recorded in the Travis 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 circumstances 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.

8.9 TEXAS CONDOMINIUM ACT. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership 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 and delivered by its joint venturer, this 11th day of August, 1981.

(NO SEAL)

DRY CREEK JOINT VENTURE

By:


Doyle Wilson

7553 426

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

2-66-0190

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of August, 1981, A.D.

Barbara Ford
Notary Public in and for
Travis County, Texas



My Commission expires:

BARBARA FORD.
NOTARY PUBLIC FOR STATE OF TEXAS
MY COMMISSION EXPIRES 11.16.1985

7553 427

BEING ALL THAT CERTAIN TRACT OR PARCELS OF LAND OUT OF AND A PART OF THE T I CHAMBERS GRANT, SITUATED IN TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN 8 815 ACRE TRACT OF LAND CONVEYED TO ADON SITRA BY DEED OF RECORD IN VOLUME 5681, PAGE 2127 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 2 404 ACRES OF LAND MORE FULLY DESCRIBED BY DEEDS AND BOUNDS AS FOLLOWS

BEGINNING at a point at the northwest corner of said Sitra tract, being in the southerly R.O.W. line of Dry Creek Drive, for the northwest corner of the herein described tract,

THENCE, S 60°18'E, along the southerly R O W line of said Dry Creek Drive, 319 73 feet to a point for the northeast corner of the herein described tract,

THENCE, S 24°18'50"W, 195 01 feet to a point for an interior oil,

THENCE, S 60°17'E, 100 0 feet to a point for an angle point,

THENCE, S 68°42'30"E, 119 66 feet to a point at the most easterly northeast corner of said Sitra tract, same being in the westerly R O W line of R M 2222 for the southeast corner of the herein described tract,

THENCE, with the southerly line of the herein described tract, the following nine (9) courses and distances, numbered 1 through 9,

- 1 N 87°20'W, 50.22 feet,
- 2 S 85°08'W, 145.77 feet,
- 3 S 77°48'W, 7 0 feet,
4. N 12°20'E, 17 0 feet,
- 5 N 77°40'W, 66.0 feet,
- 6 S 12°20'W, 47 38 feet,
- 7 S 77°48'W, 72.38 feet,
- 8 N 79°45'W, 56.81 feet,
- 9 S 78°21'W, 104 62 feet to a point at an angle point in the westerly line of said Sitra tract, for the southwest corner of the herein described tract,

THENCE, N 29°38'E, with the westerly line of said Sitra tract, 208 49 feet to a point for an angle point,

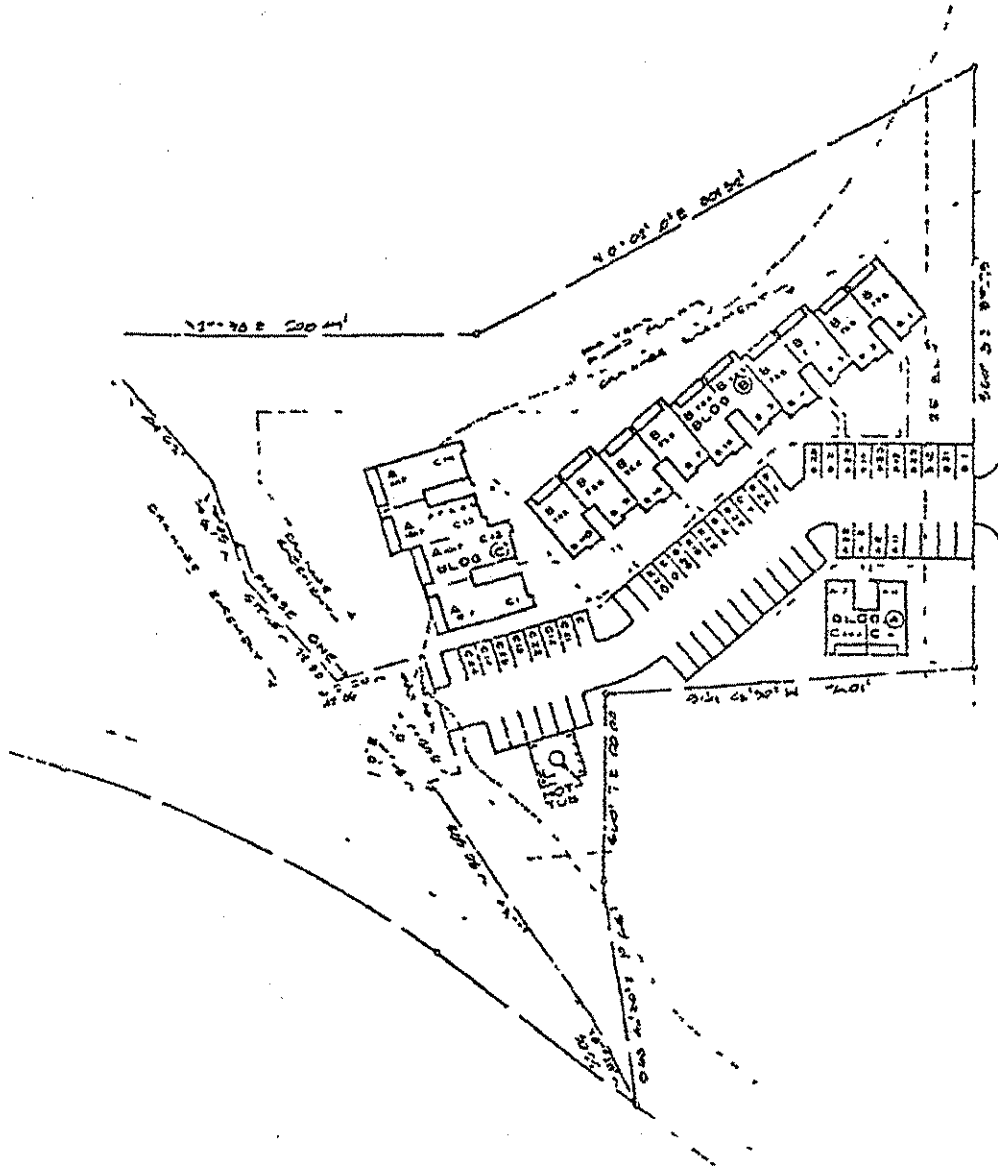
THENCE, N 01°02'10"E, 301.52 feet to the PLACE OF BEGINNING, containin 2 404 acres of land

Prepared By CARLSON, DIPPEL & MARX SURVEYING COMPANY
4806 North Interregional Highway
Austin, Texas 78751
September 3, 1980

EXHIBIT "H"

2-66-01

PHASE ONE TAB
 8 TYPE A UNITS TWO
 20 TYPE B UNITS ONE
 4 TYPE C UNITS ONE
 32 TOTAL UNITS
 52 Parking Spaces Assured
 58 Parking Spaces Provided



SITE PLAN

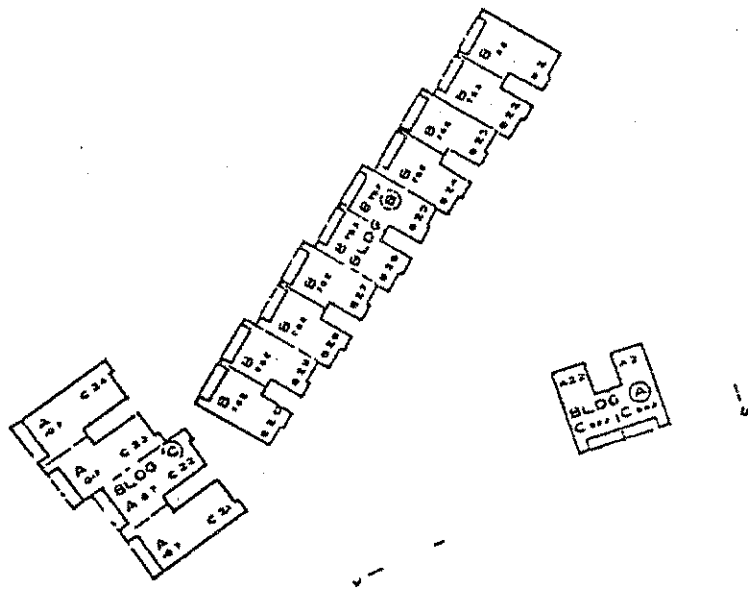
SCALE 1" = 20'

RECORDING INFORMATION
 ALL OR PARTS OF THE SET ON THIS PAGE
 MUST BE CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

Page 1 of 6

7553

429



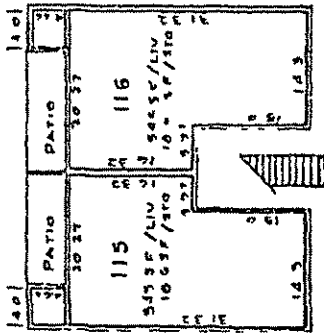
UPPER LEVEL
1" = 50'

RECORDING MEMORANDUM
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WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDED

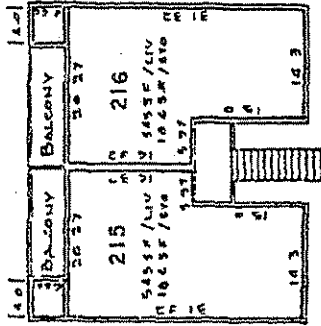
7553 430

2-66-0194

EXHIBIT "D"



FIRST FLOOR



SECOND FLOOR

BUILDING A

GENERAL NOTES

1 The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines and are typical for like units. These dimensions are based on drawings, plans and data prepared by the David Shiflet Group, Architects.

2 All boundary walls are common elements.

PREPARED BY

THE RIPPY SURVEYING COMPANY
8216 GEORGIAN DRIVE
AUSTIN, TEXAS 78753

RECORDING MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
MAY BE CLERKED FOR MATRIAL RECORDATION

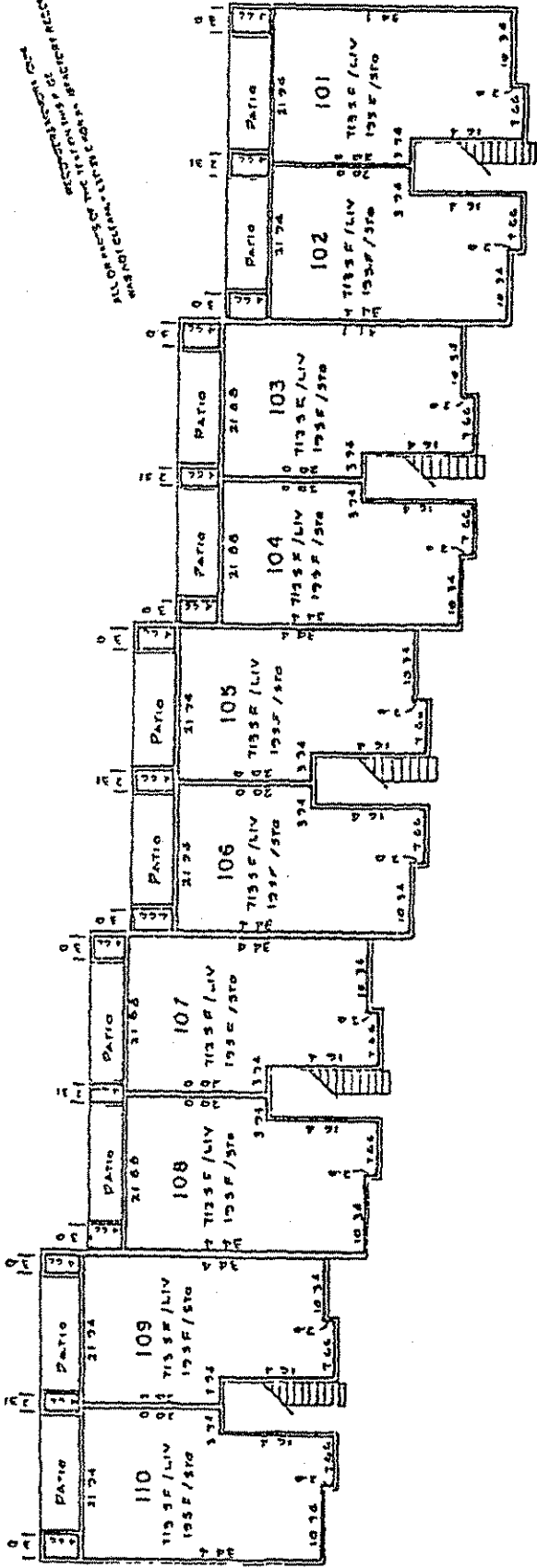
GENERAL NOTES

1 The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines and are typical for like units. These dimensions are based on drawings, plans and data prepared by the David Shiflet Group, Architects

2 All boundary walls are common elements.

PREPARED BY

THE RIPPY SURVEYING COMPANY
8216 GEORGIAN DRIVE
AUSTIN, TEXAS 78753



FIRST FLOOR
BUILDING B

205-198

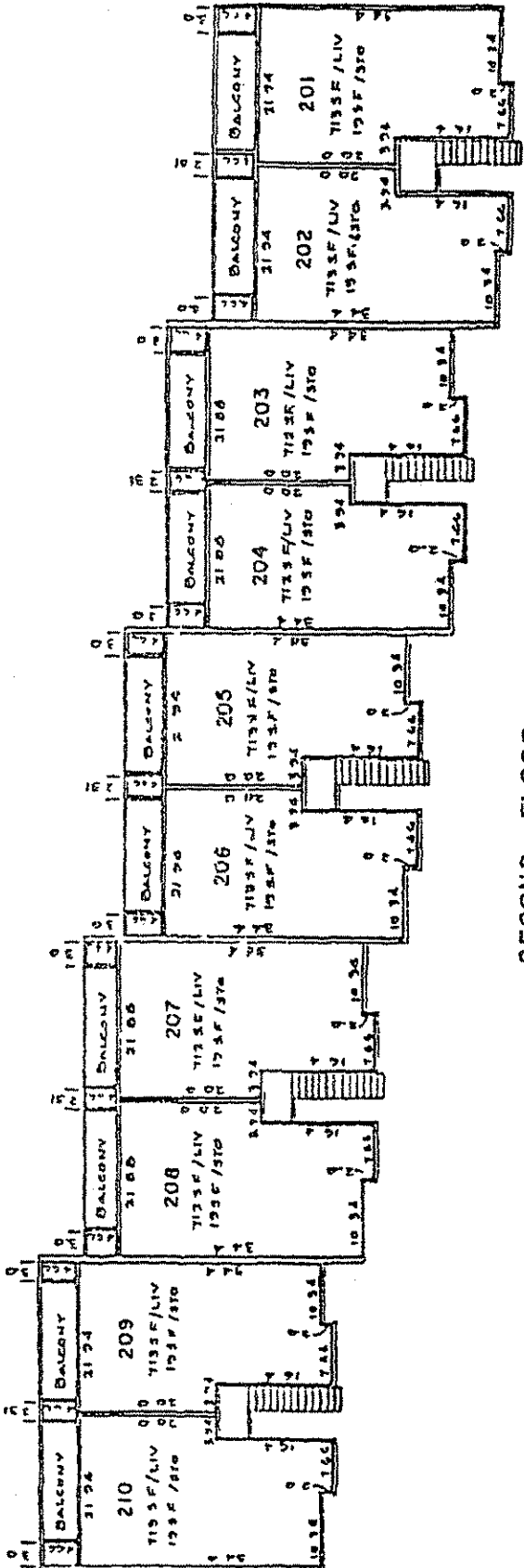
GENERAL NOTES

1 The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines and are typical for like units. These dimensions are based on drawings, plans and data prepared by the David Shiflet Group, Architects.

2 All boundary walls are common elements

PREPARED BY

THE RIPPY SURVEYING COMPANY
8216 GEORGIAN DRIVE
AUSTIN, TEXAS 78753



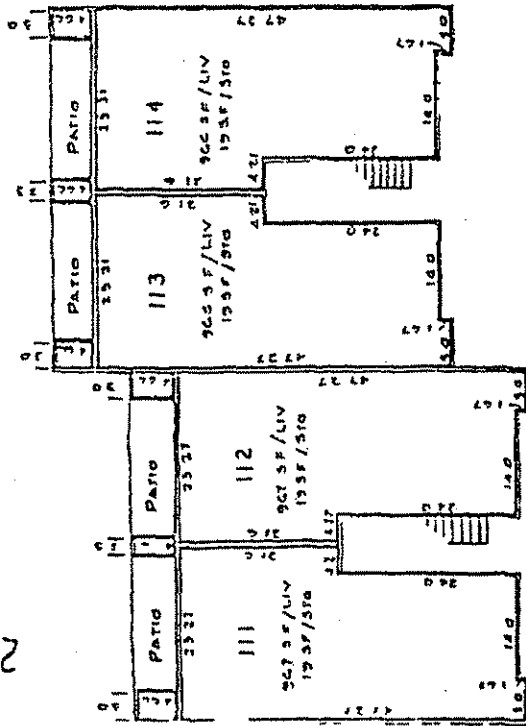
SECOND FLOOR
BUILDING B

7553 433

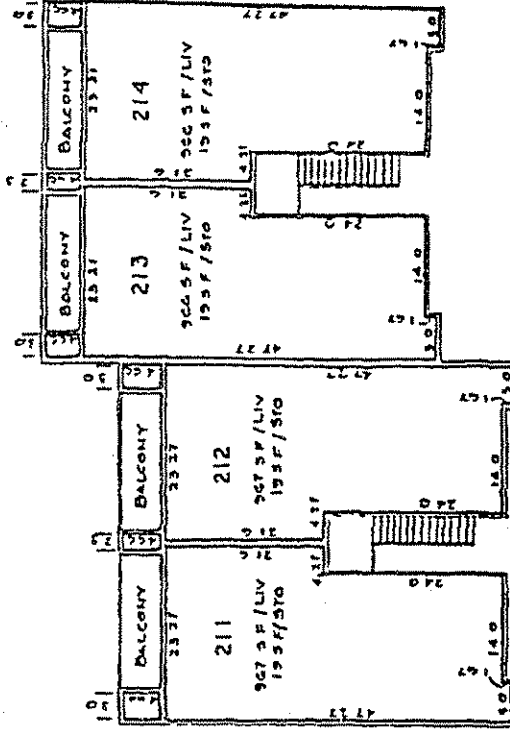
ALL OR PARTS OF THIS PLAN ARE FOR INFORMATION ONLY
RECORDS DEPARTMENT
MAY NOT BE USED FOR ANY OTHER PURPOSE

EXHIBIT "D"

2-66-0197



FIRST FLOOR



SECOND FLOOR

BUILDING C

GENERAL NOTES

- 1 The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines and are typical for like units. These dimensions are based on drawings, plans and data prepared by the David Shiflet Group, Architects
- 2 All boundary walls are common elements

PREPARED BY

THE RIPPY SURVEYING COMPANY
 8216 GEORGIA DRIVE
 AUSTIN, TEXAS 78753

ALL ON PLANS OF THIS DRAWING ARE COMMON ELEMENTS
 THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION

7553 404

EXHIBIT "C"

2-66-0198

<u>UNIT NUMBER</u>	<u>FRACTION OF OWNERSHIP</u>
A11	1/32
A12	1/32
A21	1/32
A22	1/32
B11	1/32
B12	1/32
B13	1/32
B14	1/32
B15	1/32
B16	1/32
B17	1/32
B18	1/32
B19	1/32
B110	1/32
B21	1/32
B22	1/32
B23	1/32
B24	1/32
B25	1/32
B26	1/32
B27	1/32
B28	1/32
B29	1/32
B210	1/32
C11	1/32
C12	1/32
C13	1/32
C14	1/32
C21	1/32
C22	1/32
C23	1/32
C24	1/32

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE F J CHAMBERS GRANT, SITUATED IN TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN 8 815 ACRES OF LAND CONVEYED TO ADON SITRA BY DEED OF RECORD IN VOLUME 5681, PAGE 2127 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 5 06 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point at the most easterly northeast corner of said Sitra tract, same being in the westerly H O W line of R M 2222, for the northeast corner of the herein described tract,

THENCE, S 86°23'10"W, 152 73 feet to a point at the beginning of a curve,

THENCE, with said curve to the left, whose total elements are T equals 20°48', radius equals 610 24 feet, an arc distance of 221 53 feet, and whose chord bears S 55°59'10"W, 220 32 feet,

THENCE, S 45°35'10"W, 299 10 feet to a point for an angle point,

THENCE, S 53°36'10"W, 160 09 feet to a point at the beginning of a non-tangent curve,

THENCE, with said curve to the right, whose total elements are T equals 50°36'10", radius equals 522 96 feet, an arc distance of 461 86 feet, and whose chord bears S 72°54'30"W, 447 0 feet,

THENCE, N 39°17'40"W, 61 78 feet to a point for the southwest corner of the herein described tract,

THENCE, with the westerly line of said Sitra tract, the following five (5) courses and distances, numbered 1 through 5,

- 1 N 64°30'20"W, 95 88 feet,
- 2 N 41°01'10"E, 211 83 feet,
- 3. N 32°03'10"E, 178 99 feet,
- 4 N 71°16'30"E, 232 47 feet,
- 5 N 40°01'10"W, 109 0 feet to a point for the northwest corner of the herein described tract.

THENCE, along the northerly line of the herein described tract, the following nine (9) courses and distances, numbered 1 through 9,

- 1 N 78°21'E, 104 62 feet,
- 2 S 79°45'E, 56 81 feet,
- 3 N 77°48'E, 72 38 feet,
- 4 N 12°20'E, 47 38 feet,
- 5 S 77°40'E, 66 0 feet,
- 6 S 12°20"W, 17 00 feet,
- 7 N 77°48'E, 7 0 feet,
- 8 N 85°08'E, 145 77 feet,
- 9 S 87°20'E, 50 22 feet to the PLACE OF BEGINNING, containing 5 06 acres of land.

Prepared By CARLSON, DIPPEL & MARX SURVEYING COMPANY September 3, 1980
4806 North Interregional Highway
Austin, Texas 78751
4806 N INTERREGIONAL HWY • AUSTIN TEXAS 78751 • (512) 458 2148

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

AUG 21 1981



Don A. Spiller
COUNTY CLERK
TRAVIS COUNTY TEXAS

FILED

1981 AUG 21 PM 12 06

Don A. Spiller
COUNTY CLERK
TRAVIS COUNTY TEXAS

13^a

FEB 23 8 25 9956 13 00
CONSERVATION EASEMENT

3-11 0667

Dry Creek West Venture Partnership of Travis County, Texas, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by the City of Austin, Texas, a municipal corporation situated in Travis County, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, is retained, and in compliance with the City of Austin Special Permit #C14P 78-025, has this day Granted, Sold and Conveyed, and by these presents does hereby Grant, Sell and Convey unto said City of Austin, a perpetual easement for the use and benefit of the public, in accordance with the terms and restrictions hereinafter prescribed, over the following described property, to-wit:

All of that certain tract or parcel of land, lying and being situated in Austin, Travis County, Texas, said tract or parcel being designated as Greenbelt Easement shown on Exhibits "A," "B," and "C" attached hereto.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights herein granted unto said City of Austin, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said easement unto the said City of Austin, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under it but not otherwise.

The rights conferred upon the public by the easement hereby granted are as follows: the conservation of the property conveyed so that it shall be maintained in its natural state.

Provided, however, that for the benefit of Grantor, its successors and assigns, the benefit of the public, and the better use and benefit of said property, Grantor does hereby

8000 937

DEED RECORDS
Travis County, Texas

3-11 0668

declare and impress upon said property certain covenants and restrictions which shall be binding on Grantor, its successors and assigns, and on the public, and which shall attach to and run with said property, to-wit:

1. No structures or improvements of any type shall be erected or maintained on said property except for improvements authorized within existing or future public drainage or utility easements.
2. No private development or construction of any type shall be permitted on said property, except as hereinafter expressly provided.
3. None of the natural flora or fauna in such property shall be removed except as necessary for installation or maintenance of facilities in existing or future public drainage or utility easements. Provided, further, Grantor shall have the obligation and hereby agrees to maintain the thorny bush ground cover in the easement area.

Executed this 9th day of February, 1983.

DRY CREEK WEST VENTURE PARTNERSHIP

BY: [Signature]
Michael J. Baldwin
ACCEPTED BY THE CITY OF AUSTIN.

[Signature]
NICHOLAS M. WEISZER
CITY MANAGER

NO SEAL

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on February 9th, 1983 by Michael Baldwin, partner on behalf of Dry Creek West Venture Partnership, a partnership.

[Signature]
Notary Public - State of Texas

My commission expires: 6-11-84

EUGAN R. WOODARD
NOTARY PUBLIC STATE OF TEXAS
MY COM. EXPIRES 6-11-84

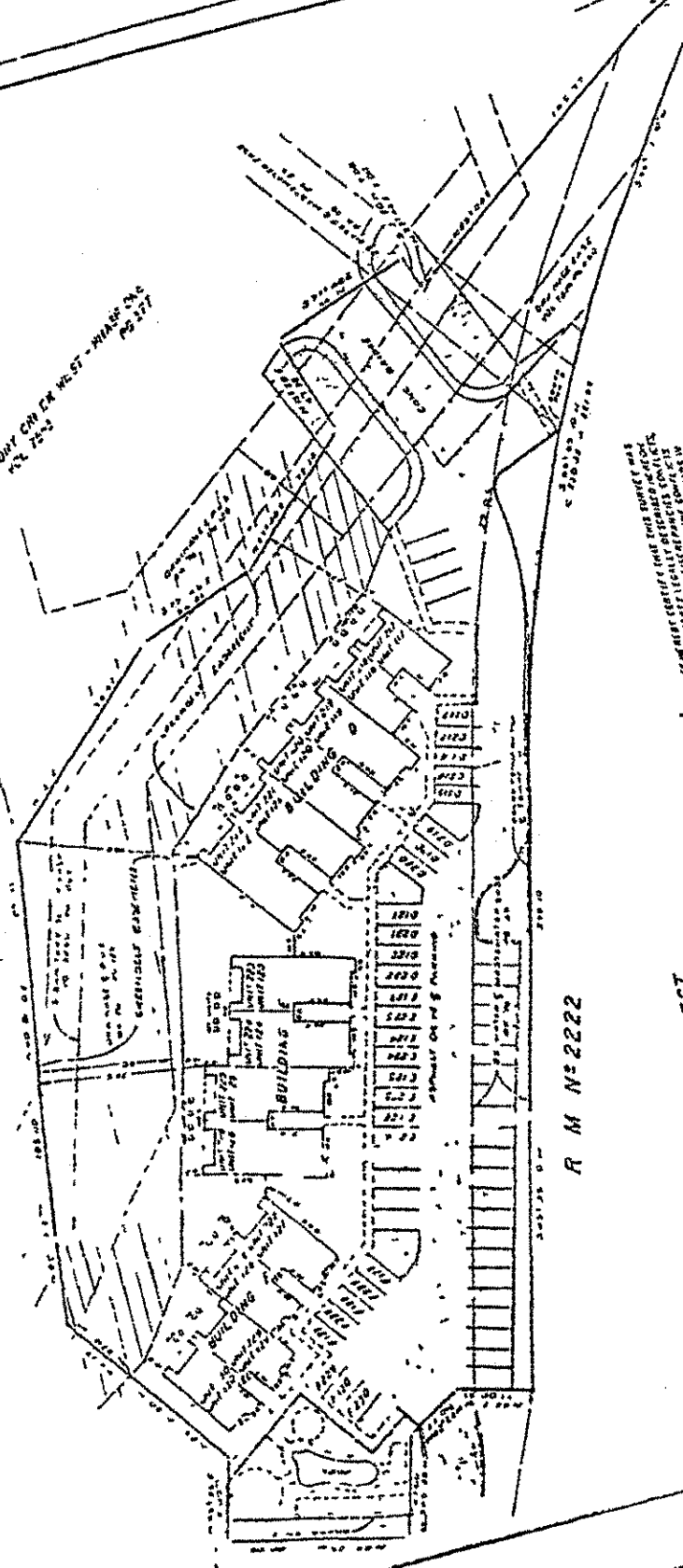
NOTARY SEAL

8000 938

3-11 0669

SCALE 1" = 10'

DRY CRE "K" WEST - PHASE TWO
PL 20-2



R M N=2222

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

WITNESSED MY HAND AND SEAL AT JACKSON, MISSISSIPPI, THIS 11TH DAY OF MARCH, 1969.

W. J. [Signature]

**SURVEY MAP OF DRY CRE "K" WEST
CONDOMINIUMS, PHASE TWO,
A CONDOMINIUM PROJECT IN THE CITY OF JACKSON, MISSISSIPPI
AS ACCORDING TO THE DECLARATION OF CONDOMINIUM AND
DECLARATION OF TRUST, FOUND IN RECORDS OF JAY'S COURT
RECORDS.**

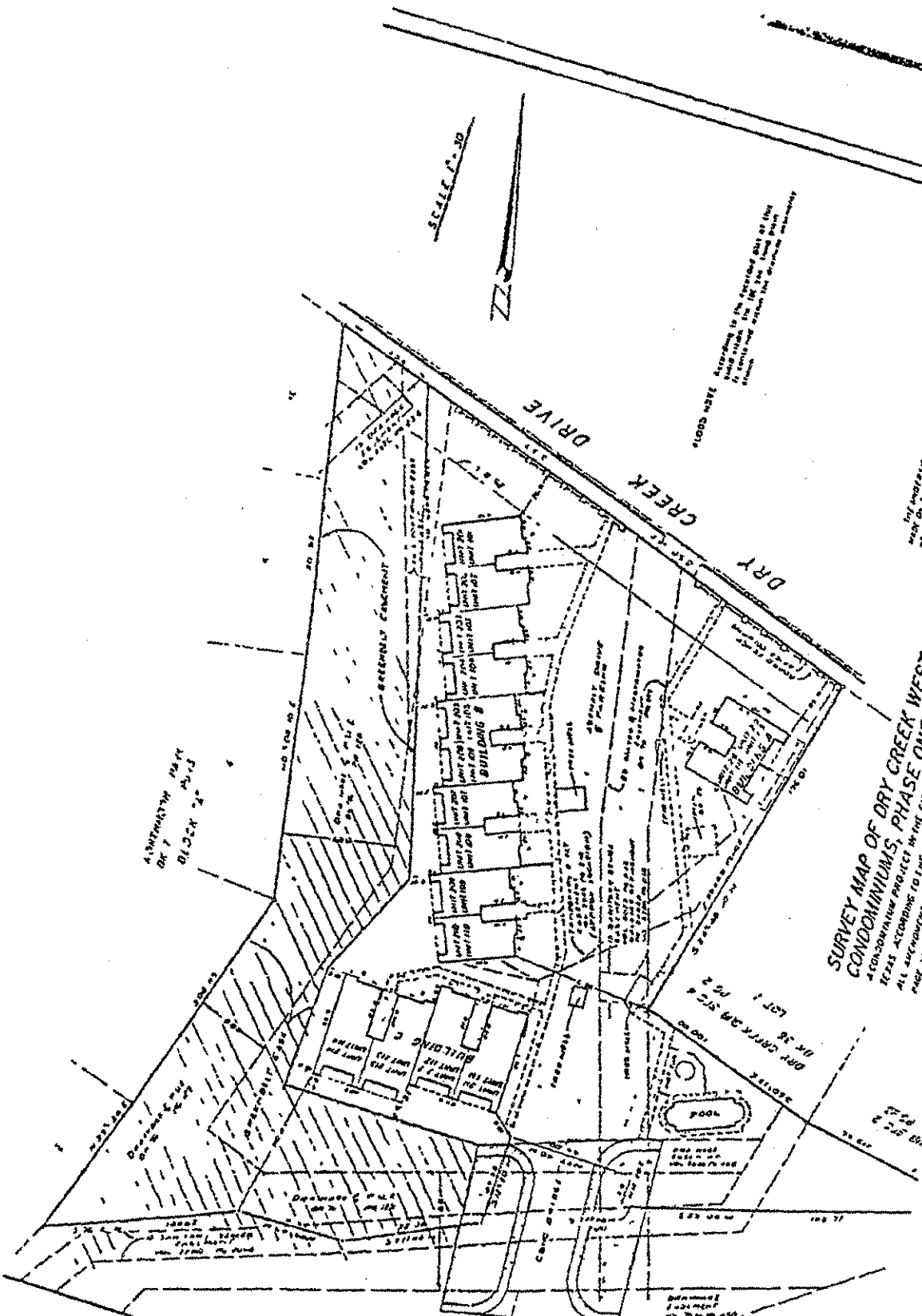
ALL AMENDMENTS TO THIS SURVEY MAP SHALL BE MADE BY A SURVEYOR LICENSED IN THE STATE OF MISSISSIPPI.

THIS SURVEY MAP WAS PREPARED BY THE SURVEYOR AND IS SUBJECT TO THE PROVISIONS OF THE MISSISSIPPI CONSTITUTION AND LAWS.

PL 20-2

8000 939

RECORDED MEMORANDUM
OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
LEGIBLY LEGIBLE FOR SATISFACTORY REPRODUCTION EXHIBIT "A"



SCALE 1" = 30'

THIS MAP IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN CONSENT.

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

DATE: 3-11-06
 CLAYTON W. RIPPY
 REGISTERED PUBLIC SURVEYOR
 NUMBER 443

SURVEY MAP OF DRY CREEK WEST CONDOMINIUMS, PHASE ONE

ACCORDING TO THE DECLARATION OF CONDOMINIUM COUNTY RECORDS, BOOK 117, PAGE 177 OF THE REAL PROPERTY RECORDS OF TARRANT COUNTY TEXAS.

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

EXHIBIT "B"

8000 . 910

R M 2222

3-11 0671

DRY CREEK WEST CONDOMINIUMS PHASE THREE

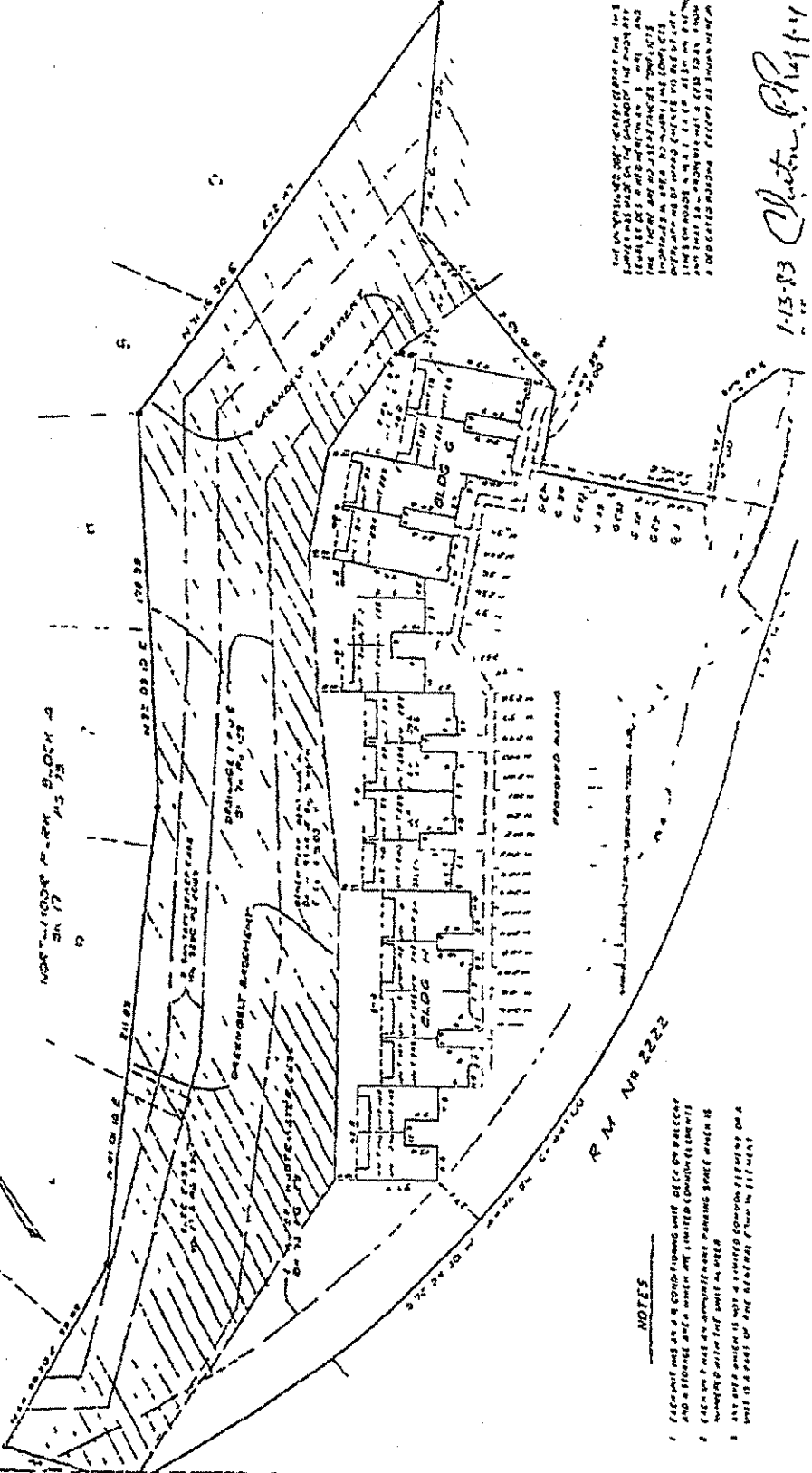
LEGAL DESCRIPTION

THE SOUTHWEST CORNER OF LOT 188 & DRY CREEK WEST CONDOMINIUMS PHASE THREE, TRAVIS COUNTY TEXAS

LEGEND

--- PAVED
--- UNPAVED

SCALE 1" = 30'



THE PLANNING AND DESIGN OF THIS PROJECT HAS BEEN REVIEWED BY THE TRAVIS COUNTY HEALTH DEPARTMENT AND THE TRAVIS COUNTY ZONING DEPARTMENT. THE TRAVIS COUNTY HEALTH DEPARTMENT HAS ISSUED A PERMIT TO CONSTRUCT FOR THIS PROJECT. THE TRAVIS COUNTY ZONING DEPARTMENT HAS ISSUED A ZONING CERTIFICATE FOR THIS PROJECT. THE TRAVIS COUNTY HEALTH DEPARTMENT HAS ISSUED A PERMIT TO CONSTRUCT FOR THIS PROJECT. THE TRAVIS COUNTY ZONING DEPARTMENT HAS ISSUED A ZONING CERTIFICATE FOR THIS PROJECT.

1-13-83 Clinton P. Ray IV

- NOTES**
1. ALL UNITS ARE TO BE CONSTRUCTION UNIT OF 600 SQ FEET AND A MINIMUM AREA UNDER THE LIMITED COMMON ELEMENTS.
 2. EACH UNIT IS TO HAVE AN AMPLIFIED PARKING SPACE WHICH IS TO BE PROVIDED BY THE UNIT OWNER.
 3. ALL UNITS WHICH ARE TO BE LIMITED COMMON ELEMENTS ON A UNIT IS TO BE PART OF THE RESIDENTIAL COMMON ELEMENTS.

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

EXHIBIT "C"

8000 941

3-11 0672

FILED
FEB 23 5 53 AM '03
Travis County, Texas
CLERK'S OFFICE
TRAVIS COUNTY, TEXAS

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

FEB 23 1903



Leis Anderson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

8000 9.12

SUPPLEMENTAL DECLARATION
OF MERGER AND ANNEXATION

FOR

DRY CREEK WEST CONDOMINIUMS
~~88-04-0225~~ 3655 * 21.00

21⁰⁰

2-72-8953

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS

THIS DECLARATION is made on the date set forth below by DRY CREEK JOINT VENTURE, hereinafter called "Declarant",

W I T N E S S E T H

WHEREAS, Declarant is the Owner of certain property in the County of Travis, State of Texas, which is more particularly described on the attached Exhibit "A", and

WHEREAS, by a Condominium Declaration, hereinafter called "Declaration", executed on August 4, 1981, and recorded on August 21, 1981, in Volume 7553, Page 377 of the Condominium Records of Travis County, Texas, the Declarant therein restricted DRY CREEK WEST CONDOMINIUMS, PHASE I, consisting of thirty-two (32) Units, to Condominium ownership, and

WHEREAS, the above referenced Declaration provides in Paragraph 2.11 that the Declarant may annex additional property to DRY CREEK WEST CONDOMINIUMS, PHASE I, as defined therein, and

WHEREAS, the Declarant is desirous of annexing and merging the adjoining tract described in attached Exhibit "A" as PHASE II, on which exist twenty-eight (28) Units,

NOW THEREFORE, Declarant hereby declares that all of the Property described above as PHASE II shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration for DRY CREEK WEST CONDOMINIUMS, PHASE I, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described above. The said easements, restrictions, covenants and conditions shall run with the above described Property and shall be binding on all parties having or acquiring any right, title or interest in the said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner and lessee thereof.

CONDOMINIUM RECORDS
TRAVIS COUNTY TEXAS

7620 339

2-72-8954

The Property shown in the Plat of DRY CREEK WEST CONDOMINIUMS, as PHASE II, which Plat is attached hereto as Exhibit "B", shall become a part of the regime, as defined in the Declaration, and the twenty-eight (28) Units shown on the Plat of PHASE II, shall become Units, as defined in the Declaration, and from and after the filing hereof, DRY CREEK WEST CONDOMINIUMS, PHASE II shall be a part of the regime as if it had been originally described in the Declaration and the percentage or fraction of ownership interest in the Common Areas is hereby reallocated and established among the total of sixty (60) Units as set out in Exhibit "C" of this Supplemental Declaration.

This Supplemental Declaration of Merger and Annexation may be amended by Declarant without joinder of any Unit Owner or Mortgagee in order to correct errors and discrepancies in said document or to comply with the requirements of the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other permanent lender approved by the Declarant, provided, however, that no vested property rights of any Unit Owner shall be materially affected

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand and seal this 6th day of November (6th), 1981.

DRY CREEK JOINT VENTURE

(NO SEAL)

By

Boyle Wilson

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Doyle Wilson, 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 and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of November, 1981

NOTARY SEAL

Rhonda L. Gilliam

Notary Public in and for Travis County, Texas

RHONDA L. GILLIAM

Notary Public for Travis County, Texas
My Commission Expires 8 18 85

- 2 - 7620

340

THE RIPPY SURVEYING COMPANY
P. O. BOX 13124
AUSTIN, TEXAS 78761
NRA 0115

2-72-8955

CLINTON P. RIPPY
CLINTON L. RIPPY
BRIDGEPORT (PHASE 2) SURVEY

October 28, 1981

DRY CREEK WEST-PHASE TWO

Field Notes describing 2.315 acres of land out of and a part of the T J Chambers Grant, situated in the City of Austin, Travis County, Texas, said 2 135 acre tract being more particularly described as being a portion of Lot A Dry Creek West, a subdivision of record in Plat Book 76, Page 129 of the Travis County, Texas Plat Records, said 2 135 acre tract being more fully described by metes and bounds as follows,

BEGINNING at an iron pin in the northwest line of R M No 2222, at the most easterly corner of said Lot A, for the most easterly corner of the tract herein described, said beginning point also being at the most easterly corner of Dry Creek West Condominiums, Phase One, as recorded in Volume 7553, Page 377 of the Real Property Records of Travis County, Texas,

THENCE with the northwest line of said R M No 2222 S 66°-23'-10"W 132 73 feet to a point at the beginning of a curve to the left whose elements are central angle 20°-48', tangent of 112 00 feet, radius of 610 24 feet, arc distance of 221 53 feet, and whose long chord bears S 55°-59'-10"W 220 32 feet to a point at the end of said curve,

THENCE continue with the northwest line of said R M No 2222 S 45°-35'-10"W 299 10 feet to a point for the southeast corner of the tract herein described,

THENCE leaving said R M. No 2222 and with the southwest, south and southeast lines of this tract the following three (3) courses,

1. N 44°-25'W 33.00 feet,
2. N 89°-25'W 28.00 feet,
- 3 S 45°-35'W 47 00 feet to a point for the most southerly corner of the tract herein described,

THENCE with a southwest line of this tract N 44°-25'W 80 00 feet to a point for the most westerly corner of the tract herein described,

THENCE with the northwest line of this tract the following three (3) courses,

- 1 N 05°-10'-30"W 94 17 feet,
- 2 N 40°-01'E 105 00 feet to an iron pin in the west line of the above said Lot A,
- 3 N 40°-01'-10"E, with the west line of said Lot A, 109.00 feet to an iron pin for the northwest corner of the tract herein described, said point being at the southwest corner of the above said Dry Creek West Condominiums, Phase One,

THENCE leaving said west line and with the south line of said Dry Creek West Condominiums, Phase One, the following nine (9) courses,

- 1 N 78°-21'E 104.62 feet,
- 2 S 79°-45'E 56.81 feet,
- 3 N 77°-48'E 72.38 feet,
- 4 N 12°-20'E 47.38 feet,
- 5 S 77°-40'E 66 00 feet,
6. S 12°-20'W 17.00 feet,
- 7 N 77°-48'E 7 00 feet,
- 8 N 85°-08'E 145 77 feet,
- 9 S 87°-20'E 50 22 feet to the place of BEGINNING containing 2 135 acres of land

I hereby certify that the foregoing notes were compiled from records and do not purport to be the results of a survey made on the ground, they are true and correct to the best of my ability, this the 28th day of October, 1981

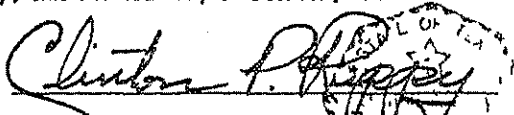
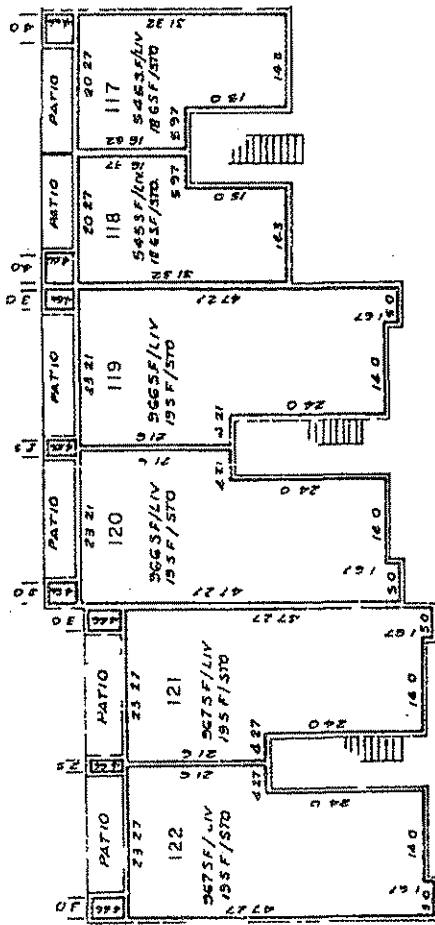
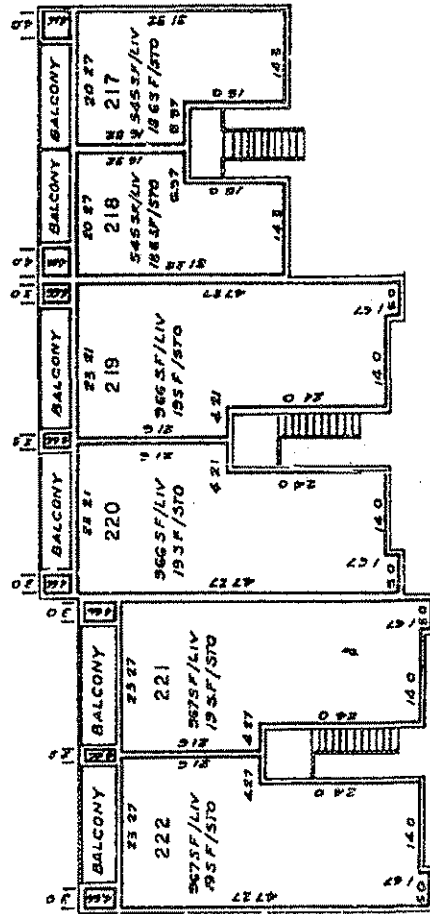

CLINTON P. RIPPY
REGISTERED PUBLIC SURVEYOR
NUMBER 1453

EXHIBIT "A" 7620 341

2-72-6956



FIRST FLOOR



SECOND FLOOR
BUILDING D

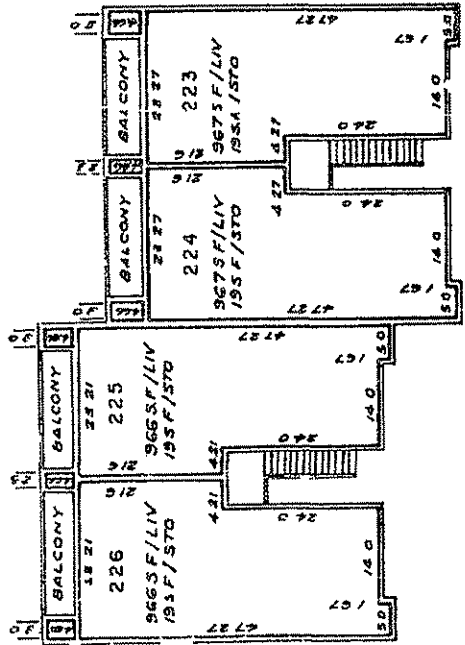
GENERAL NOTES

- 1 The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines and are typical for like units. These dimensions are based on drawings, plans and data prepared by the David Shiflet Group, Architects
- 2 All boundary walls are common elements

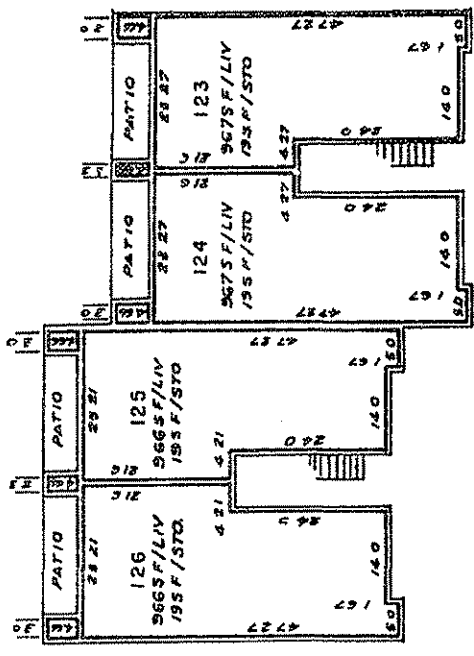
RECORDED MECHANICAL
ALL OR PARTS OF THE TEXT ON THIS PAGE
HAS NOT CLEARLY EMERGED FOR MECHANICAL RECORDING

PREPARED BY THE RIPPY SURVEYING COMPANY
8216 GEORGIAN DRIVE
AUSTIN TEXAS 78753

2-72-6957



SECOND FLOOR



FIRST FLOOR

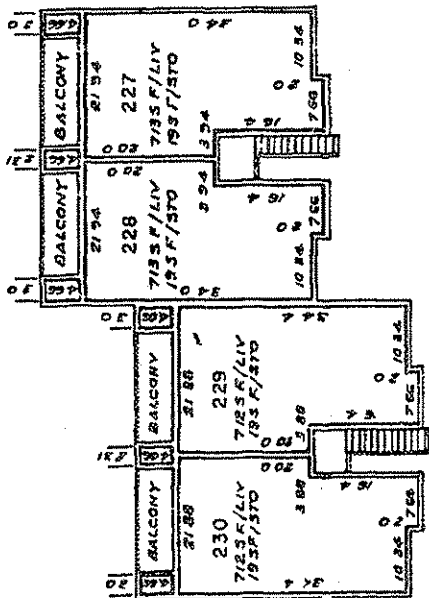
BUILDING E

GENERAL NOTES

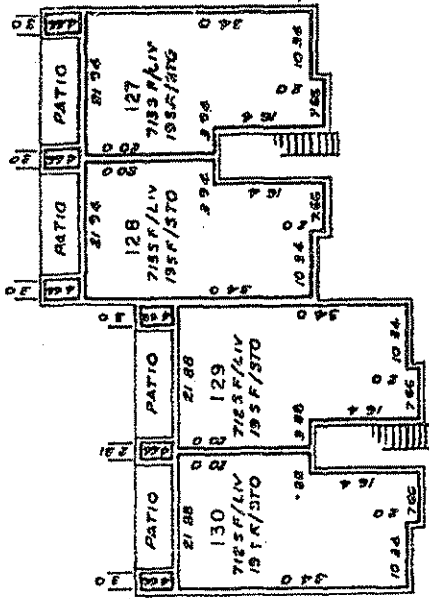
- 1 The dimensions and limits of the individual units are along the interior face of the boundary walls as indicated by the heavy lines and are typical for like units. These dimensions are based on drawings, plans and data prepared by the David Shiflet Group, Architects
- 2 All boundary walls are common elements

PREPARED BY THE RIPPY SURVEYING COMPANY
 8216 GEORGIAN DRIVE
 AUSTIN TEXAS 78753

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



SECOND FLOOR



FIRST FLOOR

BUILDING F

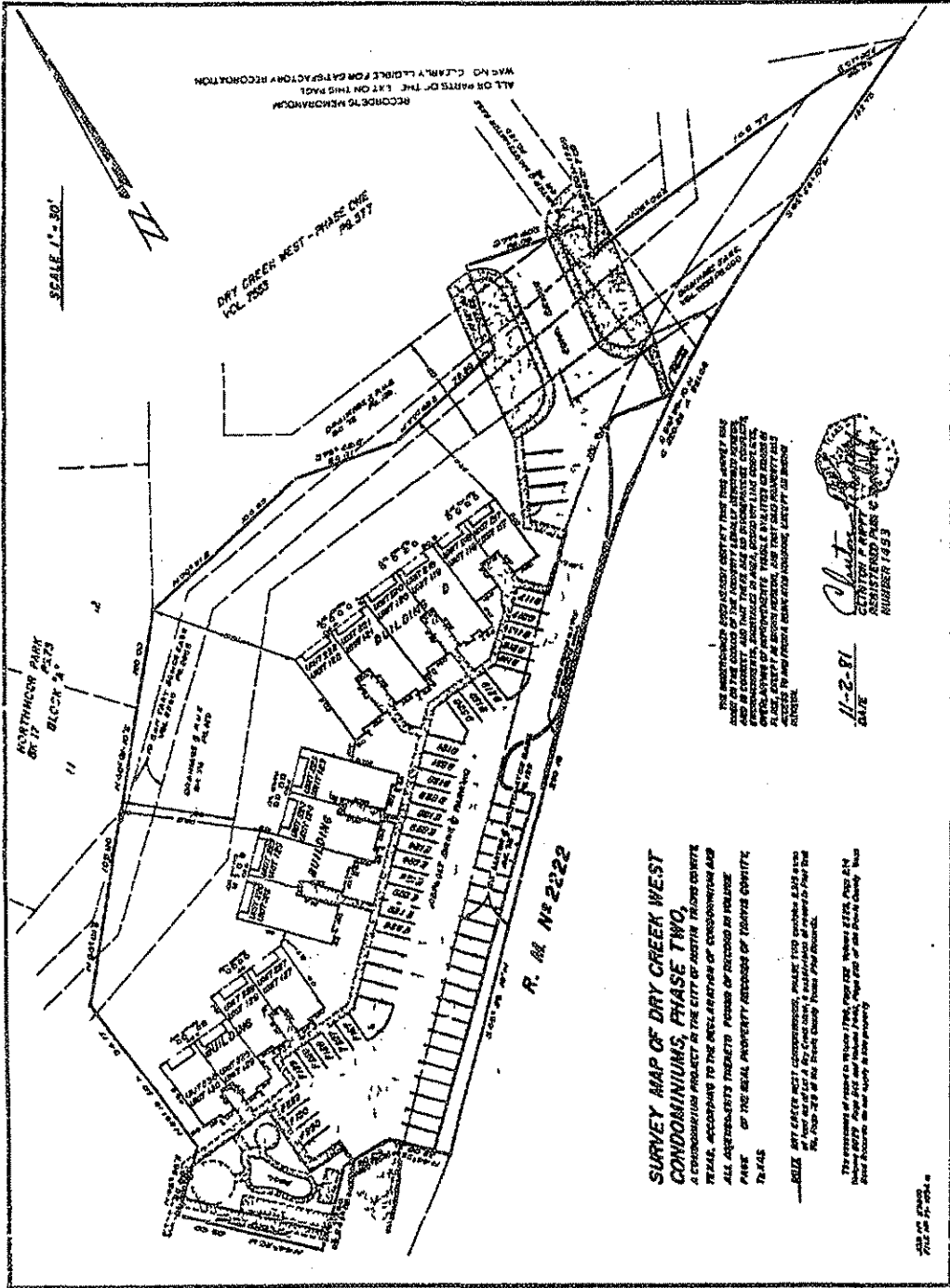
GENERAL NOTES

- 1 The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines and are typical for like units. These dimensions are based on drawings plans and data prepared by the David Shiftlet Group, Architects
- 2 All boundary walls are common elements

PREPARED BY THE RIPPY SURVEYING COMPANY
8216 GEORGIAN DRIVE
AUSTIN, TEXAS 78753

2-72-6958

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



RECORDED MEMORANDUM
ALL OR PARTS OF THE LAY ON THIS PAGE
WAS NO CLAIMY CLAIMS FOR CATERACTORY RECONSTRUCTION

DRY CREEK WEST - PHASE ONE
VOL. 1552

NORTHERN PARK
BY 17
BLOCK 2
PAGES 2573

R. 84 N° 2322

**SURVEY MAP OF DRY CREEK WEST
CONDOMINIUMS, PHASE TWO.**
A CONDOMINIUM PROJECT IN THE CITY OF AUSTIN, TEXAS, CONSISTING
OF SEVERAL BUILDINGS AND TRACTS OF LAND, ACCORDING TO THE DECLARATION OF CONDOMINIUM AND
ALL AGREEMENTS, TRUSTS, POWERS OF ATTORNEY AND OTHER
INSTRUMENTS ON FILE IN THE PUBLIC RECORDS OF TARRANT COUNTY,
TEXAS.

THE SURVEY MAP OF PHASE TWO OF THIS PROJECT, WHICH IS FILED IN THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS,
UNDER RECORD 7620, HAS BEEN PREPARED AND CHECKED BY THE SURVEYOR AND IS ACCURATE AND CORRECT AS TO THE
POSITIONS OF THE PROPERTY LINES AND BUILDINGS THEREON.

THE SURVEY MAP OF PHASE TWO OF THIS PROJECT, WHICH IS FILED IN THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS,
UNDER RECORD 7620, HAS BEEN PREPARED AND CHECKED BY THE SURVEYOR AND IS ACCURATE AND CORRECT AS TO THE
POSITIONS OF THE PROPERTY LINES AND BUILDINGS THEREON.

THE SURVEYOR HAS ADVISED THAT THE SURVEY MAP
OF THIS PROJECT IS ACCURATE AND CORRECT AS TO THE
POSITIONS OF THE PROPERTY LINES AND BUILDINGS
THEREON, AND THAT THE SURVEYOR HAS NO
KNOWLEDGE OF ANY OTHER INTERESTS IN THE
PROPERTY.

Charles J. Smith
CLAYTON A. SMITH & COMPANY
SURVEYORS
AUSTIN, TEXAS

11-2-91
DATE

2-72-6959

EXHIBIT "C"

2-72-6960

<u>UNIT NUMBER</u>	<u>FRACTION OF OWNERSHIP</u>
A11	1/60
A12	1/60
A21	1/60
A22	1/60
b11	1/60
B12	1/60
B13	1/60
b14	1/60
B15	1/60
B16	1/60
B17	1/60
B18	1/60
B19	1/60
B110	1/60
B21	1/60
b22	1/60
L23	1/60
L24	1/60
B25	1/60
B26	1/60
B27	1/60
b28	1/60
B29	1/60
B210	1/60
C11	1/60
C12	1/60
C13	1/60
C14	1/60
C21	1/60
C22	1/60

EXHIBIT "C"

2-72-5961

<u>UNIT NUMBER</u>	<u>FRACTION OF OWNERSHIP</u>
C23	1/60
C24	1/60
D117	1/60
D118	1/60
D119	1/60
D120	1/60
D121	1/60
D122	1/60
D217	1/60
D218	1/60
D219	1/60
D220	1/60
D221	1/60
D222	1/60
E123	1/60
E124	1/60
E125	1/60
E126	1/60
E223	1/60
E224	1/60
E225	1/60
E226	1/60
F127	1/60
F128	1/60
F129	1/60
F130	1/60
F227	1/60
F228	1/60
F229	1/60
F230	1/60

FILED

2-7?-6952

NOV 11 PM 1-15

Sara S. Maguire
COUNTY CLERK
TRAVIS COUNTY TEXAS

7620 339

INDEXED

7

*Daughter of [unclear]
1500. Amv. Banc Tower
78701*

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

NOV 21 1961



Sara S. Maguire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

7620 348

2950J/1-5-83

JAN 18 8 52 AM 4753 * 2100

21⁰⁰

3-07-1408

SECOND SUPPLEMENTAL DECLARATION
OF MERGER AND ANNEXATION
FOR

DRY CREEK WEST CONDOMINIUMS

THIS DECLARATION is made on the date set forth below by Dry
Creek West Apartments Venture Partnership hereinafter called
"Declarant."

010114

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain real property in
the County of Travis, State of Texas, which is more particu-
larly described on the attached Exhibit "A",

WHEREAS, by a Condominium Declaration, hereinafter called
"Declaration," executed on August 4, 1981, and recorded on
August 31, 1981, in Volume 7553, Page 377 of the Condominium
Records of Travis County, Texas, the Dry Creek Joint Venture
therein restricted Dry Creek West Condominiums, Phase I,
consisting of thirty-two (32) units, to condominium ownership
and established a condominium regime thereon,

WHEREAS, by a Supplemental Declaration of Merger and
Annexation executed on November 6, 1981, and recorded on
November 11, 1981, in Volume 7620, Page 33 of the Condominium
Records of Travis County, Texas, the Dry Creek Joint Venture
annexed and merged the adjoining tract of real property
described as Phase II on which therein exist twenty-eight (28)
units and established a condominium regime on sixty (60) units
in Phases I and II and restricted same to condominium ownership,

WHEREAS, pursuant to the terms and conditions of said
Declaration of Condominium as herein above described and by
assignment duly recorded as provided therein, Dry Creek Joint
Venture has caused to be assigned its interest in said Declara-
tion of Condominium to Declarant,

WHEREAS, the above referenced Declaration provides in
Paragraph 2.11 that the Declarant may annex additional property

CONDOMINIUM RECORDS
TRAVIS COUNTY TEXAS

7962 . 101

2950J/1-5-83

3-07-1409

to Dry Creek West Condominiums, Phase I and Phase II, as defined therein, and

WHEREAS, the Declarant is desirous of annexing and merging the adjoining tract described in attached Exhibit "A" as Phase III (also described herein as the "Property"), on which exist thirty-two (32) units

NOW THEREFORE, Declarant hereby establishes a condominium regime on the property described in Exhibit "B" and declares that all of the property described above as Phase III shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration for Dry Creek West Condominiums, Phase I and Phase II, as described in the Declaration and Supplemental Declaration hereinabove referred to, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described above. The said easements, restrictions, covenants and conditions shall run with the above described Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner and lessee thereof.

The Property shown in the plat of Dry Creek West Condominiums, Phase III, which plat is attached hereto as Exhibit "B," shall become a part of the regime, as defined in the Declaration, and the thirty-two (32) units shown on the plat of Phase III, shall become units, as defined in the Declaration, and from and after the filing hereof, Dry Creek West Condominiums, Phase III shall be a part of the regime as if it had been originally described in the Declaration and the percentage or fraction of ownership interest in the Common Areas is hereby reallocated and established among the total of ninety-two (92) units as set out in Exhibit "C" of the Second Supplemental Declaration.

7962 102

3-07-1410

This Second Supplemental Declaration of Merger and Annexation may be amended by Declarant without joinder of any unit owner or mortgagee in order to correct errors and discrepancies in said document or to comply with the requirements of the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other permanent lender, provided, however, that no vested property rights of any unit owner shall be materially affected.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand and seal this 7th day of January, 1983.

DRY CREEK WEST APARTMENTS
VENTURE PARTNERSHIP

By its Venturers

Michael J. Baldwin
Michael J. Baldwin

James T. Eichstaedt
James T. Eichstaedt, by his attorney in fact, Michael J. Baldwin

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on January 7 1983 by Michael J. Baldwin.

NOTARY SEAL

Paul D. Roberts
Notary Public - State of Texas
5147 W. RIVERS

My commission expires 2-22-85

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on January 7 1983 by Michael J. Baldwin as attorney-in-fact on behalf of James T. Eichstaedt NOTARY SEAL

Paul D. Roberts
Notary Public - State of Texas
5147 W. RIVERS

My commission expires 2-24-85

7962 103

3-37-1411

CONSENT AND SUBORDINATION OF MORTGAGEE

University Savings Association is the present owner and holder of that certain Deed of Trust promissory note in the amount of \$ 1,536,000 executed by Wm. Creek West Apartments Venture dated June 23, 1982 (the "Note"), which is secured by a Deed of Trust to Royce J. Hartley, III, Trustee, of even date recorded in Volume 17808, Page 037 of the Deed of Trust Records of Travis County, Texas, creating a lien upon the Property, and more fully described in the Deed of Trust EJRTMord P

001411

University Savings Association, as the holder of the Note and Deed of Trust lien, hereby consents to the filing of this Declaration and subordinates its Deed of Trust lien and all other liens it may have against the above described property to such Declaration

EXECUTED this 11th day of January, 1983

NO SEAL

UNIVERSITY SAVINGS ASSOCIATION

NOTARY SEAL

By [Signature]
Philip McClain
Senior Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on January 11, 1983 by Philip McClain, Senior Vice President of University Savings Association, a Texas savings and loan association, on behalf of said association.

Margie D. Kretschmar
Notary Public - State of Texas
Margie D. Kretschmar

My commission expires 11-84

3-07-1412

Field Notes describing 2.745 acres of land out of and a part of the T. J. Chambers Grant, situated in the City of Austin, Travis County, Texas, and a 2.745 acre tract being more particularly described as being a portion of Lot A Dry Creek West, a subdivision of record in Plat Book 76, Page 129 of the Deed Records of Travis County, Texas, said 2.745 acre tract being further described as being a portion of that certain 5.06 acre tract of land described in exhibit "D" of the Condominium Declaration for Dry Creek West Condominiums, of record in Volume 7553, Page 377 of the Real Property Records of Travis County, Texas, said 2.745 acre tract being more fully described by metes and bounds as follows:

010114112

BEGINNING at a steel pin found in a creek at an angle point in the northwest line of said Lot A, same being the northwest line of said 5.06 acre tract, for the most easterly corner of the tract herein described, said point being an angle point in the southeast line of of Lot 11 Block "A" Northmoor Park, a subdivision of record in Plat Book 17, Page 73 of the Plat Records of Travis County, Texas, said point also being in the northwest line of Dry Creek West Condominiums Phase Two, of record in Volume 7620, Page 339 of the Real Property Records of Travis County, Texas,

THENCE leaving said creek and with the northwest, southwest and southeast lines of said Dry Creek West Condominiums Phase Two the following seven (7) courses,

- 1 S 40°-01' W 105.00 feet,
- 2 S 05°-10'-30" E 94.17 feet,
- 3 S 45°-35' W 38.00 feet,
- 4 S 44°-25' E 60.00 feet,
- 5 N 45°-35' E 47.00 feet,
- 6 S 89°-25' E 28.00 feet,
- 7 S 44°-25' E 33.00 feet to a point at the most southerly southwest corner of said Dry Creek West Condominiums Phase Two for the southeast corner of the tract herein described, said point also being in the southeast line of the above said 5.06 acre tract,

THENCE with the southeast line of said 5.06 acre tract S 53°-36'-10" W 160.09 feet to a point at the beginning of a non-tangent curve to the right whose radius is 522.96 feet, a sub-chord bears S 72°-54'-30" W a distance of 447.0 feet to a point at the most southerly corner of said 5.06 acre tract for the most southerly corner of the tract herein described,

THENCE with the southwest line of said 5.06 acre tract N 39°-17'-40" W 61.78 feet to a steel pin set in the above said creek, at an interior corner of said Lot A for the most westerly corner of the tract herein described, said point also being at the most westerly corner of said 5.06 acre tract,

THENCE with the northwest line of this survey, same being the northwest line of said Lot A and said 5.06 acre tract, the following four (4) courses

- 1 N 64°-30'-20" E 95.88 feet to a steel pin found,
- 2 N 41°-01'-10" E 211.83 feet to a steel pin found,
- 3 N 32°-03'-10" E 178.98 feet to a steel pin found,
- 4 N 71°-16'-30" E 232.47 feet to the place of BEGINNING containing 2.745 acres of land

EXHIBIT "A"

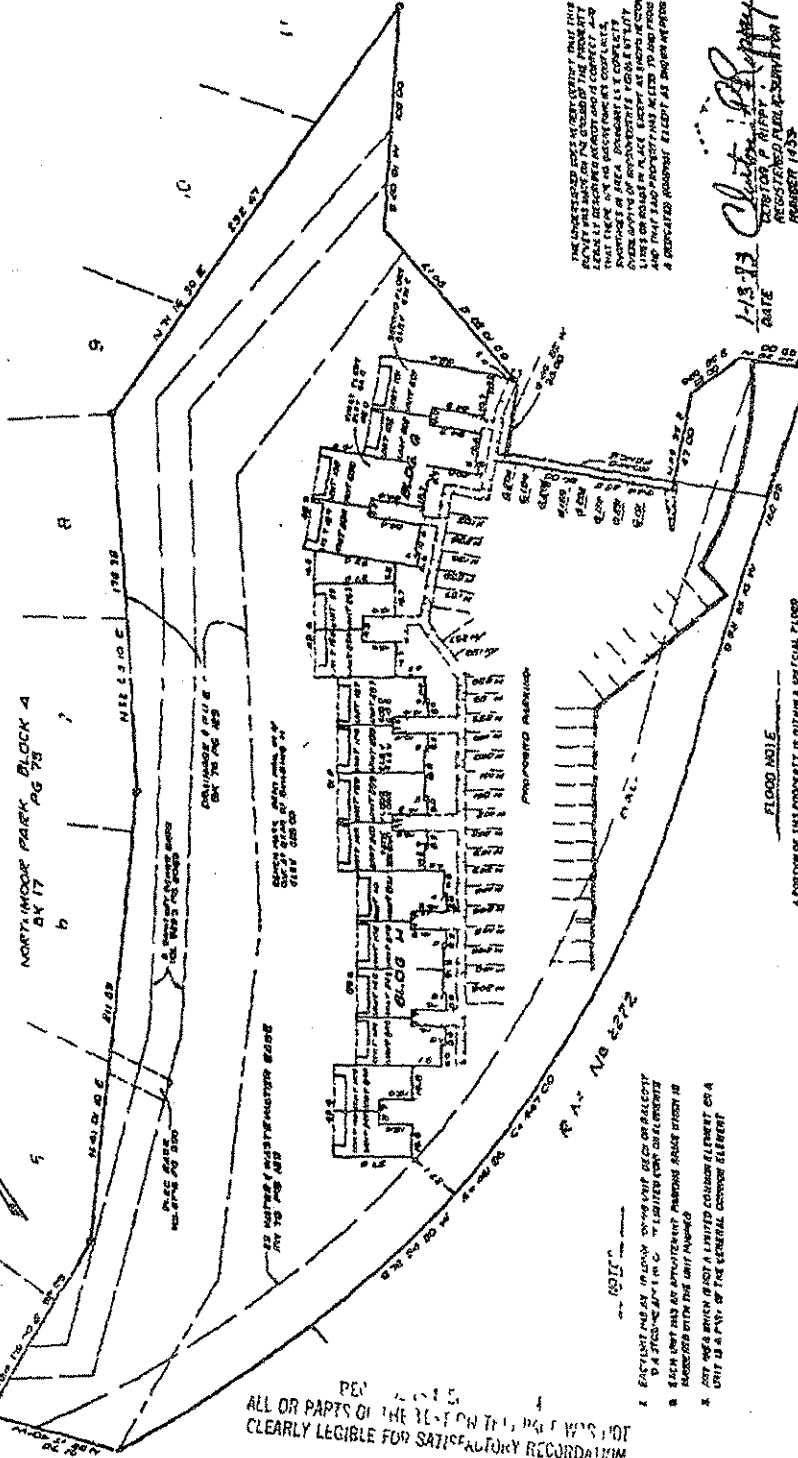
7962 105

3-07-1413

DRY CREEK WEST CONDOMINIUMS PHASE THREE

LEGAL DESCRIPTION
 A PART OF LAND OUT OF LOT 1, DISTRICT OF
 COLUMBIA, D.C., AS SHOWN ON THE PLAT
 OF RECORD IN BOOK 7A, PAGE 188 OF THE PLAT RECORDS OF
 FRANKLIN COUNTY, TEXAS

LEGEND
 0 - FINISHED
 1 - IN PROGRESS



THE UNDERSIGNED HAS HEREBY CERTIFIED THAT THIS
 PLAN WAS MADE ON THE BASIS OF THE PROPERTY
 RECORDS OF THE DISTRICT OF COLUMBIA, D.C., AND
 THE RECORDS OF FRANKLIN COUNTY, TEXAS, AND THAT
 THE SAME ARE CORRECT AND COMPLETE.
 I, THE UNDERSIGNED, AM A LICENSED ARCHITECT
 IN THE DISTRICT OF COLUMBIA, D.C., AND
 A REGISTERED PROFESSIONAL ENGINEER IN THE STATE
 OF TEXAS.

Christina P. [Signature]
 DATE 1-13-12
 REGISTERED ARCHITECT/ENGINEER
 NUMBER 1433

FLOOD HAZEL
 A PORTION OF THIS PROPERTY IS WITHIN A SPECIAL FLOOD
 HAZARD AREA ACCORDING TO THE REGIONAL FLOOD HAZARD
 MAP OF THE CITY OF AUSTIN, PANEL R 48289A, COVER DATE
 SEPTEMBER 2, 1994. ACCORDING TO THE CITY OF AUSTIN
 THE 100 YEAR FLOOD PLAIN AREA CONTIGUOUS WITHIN THE
 APPLICABLE PARCELS SHOWN

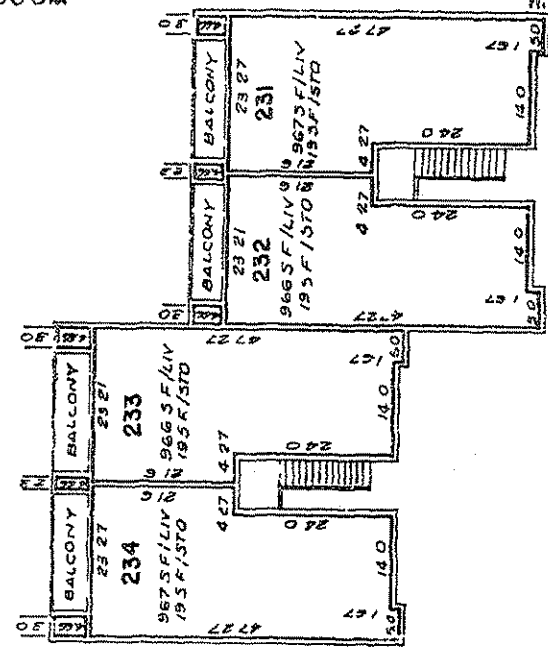
ALL OR PARTS OF THE INFORMATION HEREIN IS NOT
 CLEARLY LEGIBLE FOR SATISFACTORY REPRODUCTION

01011

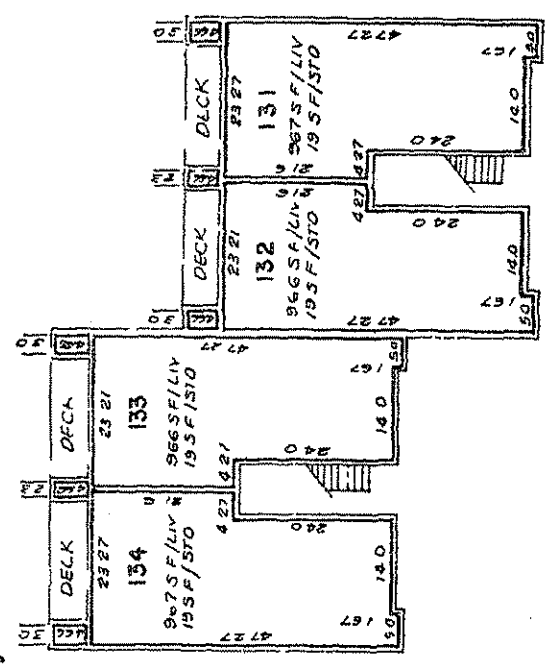
3-07-1414

BUILDING G

SECOND FLOOR



FIRST FLOOR



GENERAL NOTES

- 1 The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy line and are typical for like units. These dimensions are based on drawings, Plans and data prepared by the David Shiflet Group, Architects
- 2 All boundary walls are common elements

PREPARED BY THE RIPPY SURVEYING CO
 8216 GEORGIAN DRIVE
 AUSTIN, TEXAS 78753

ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT CLEARLY LEGIBLE FOR SALES/ACQUISITION RECORDATION

7962
 107

3-67-1415

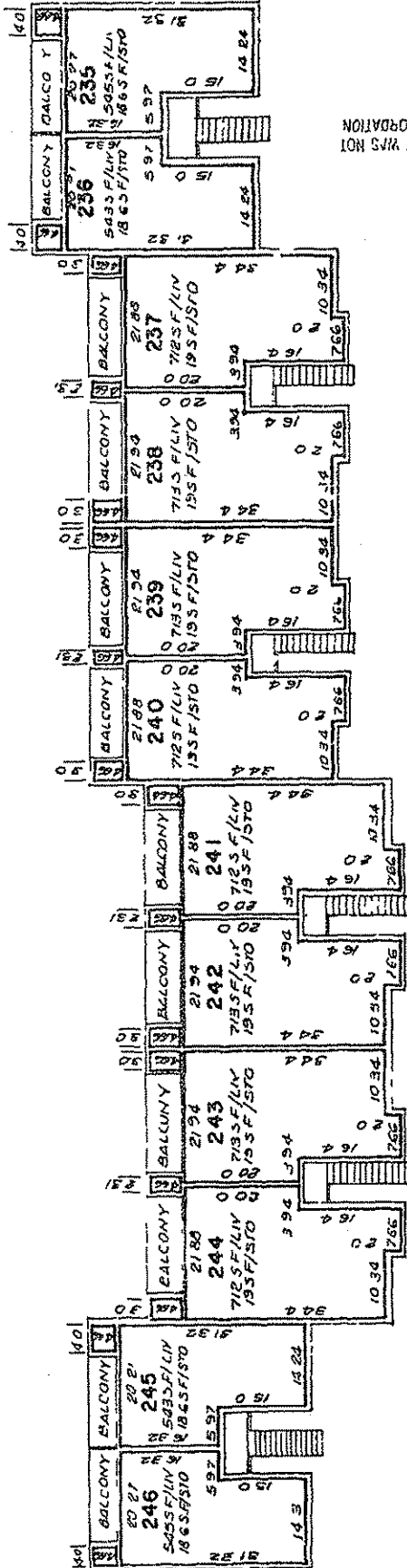
GENERAL NOTES

1 The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines and are typical for like units. These dimensions are based on drawings, plans and data prepared by the David Shiflet Group Architects

2 All boundary walls are common elements

PREPARED BY THE RIPPY SURVEYING CO
8216 GEORGIAN DRIVE
AUSTIN, TEXAS 78753

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SECOND FLOOR
BUILDING H

RECORDERS WILL MAKE DWG
ALL OR PARTS OF THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATI-ACTION RECORDATION

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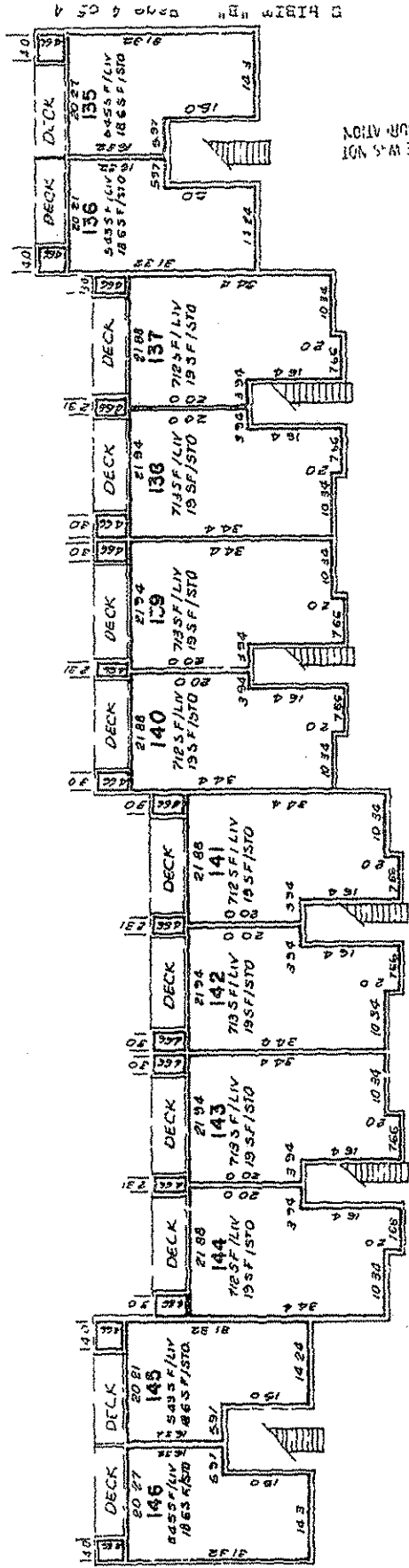
3-27-1415

GENERAL NOTES

- 1 The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines and are typical for like units. These dimensions are based on drawings plans and data prepared by the David Shirlet Group, Architects
- 2 All boundary walls are common elements

PREPARED BY THE RIPPY SURVEYING CO
 8216 GEORGIAN DRIVE
 AUSTIN, TEXAS 78753

7962 109



FIRST FLOOR
BUILDING H

RECORD'S MANAGEMENT
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3-07-1417

EXHIBIT "C"

<u>Bldg Letter</u>	<u>Unit Number</u>	<u>Fraction of Ownership</u>	<u>Bldg. Letter</u>	<u>Unit Number</u>	<u>Fraction of Ownership</u>
A	11 (115)	1/92	E	125	1/92
A	12 (116)	1/92	E	126	1/92
F	21 (215)	1/92	E	223	1/92
A	22 (216)	1/92	E	224	1/92
B	11 (101)	1/92	E	225	1/92
B	12 (102)	1/92	E	226	1/92
B	13 (103)	1/92	F	127	1/92
B	14 (104)	1/92	F	128	1/92
B	15 (105)	1/92	F	129	1/92
B	16 (106)	1/92	F	130	1/92
B	17 (107)	1/92	F	227	1/92
B	18 (108)	1/92	F	228	1/92
B	19 (109)	1/92	F	229	1/92
B	110	1/92	F	230	1/92
B	21 (201)	1/92	G	131	1/92
B	22 (202)	1/92	G	132	1/92
B	23 (203)	1/92	G	133	1/92
B	24 (204)	1/92	G	134	1/92
B	25 (205)	1/92	G	231	1/92
B	26 (206)	1/92	G	232	1/92
B	27 (207)	1/92	G	233	1/92
B	28 (208)	1/92	G	234	1/92
B	29 (209)	1/92	H	135	1/92
B	210	1/92	H	136	1/92
C	11 (101)	1/92	H	137	1/92
C	12 (102)	1/92	H	138	1/92
C	13 (103)	1/92	H	139	1/92
C	14 (104)	1/92	H	140	1/92
C	21 (201)	1/92	H	141	1/92
C	22 (202)	1/92	H	142	1/92
C	23 (203)	1/92	H	143	1/92
C	24 (204)	1/92	H	144	1/92
D	117	1/92	H	145	1/92
D	118	1/92	H	146	1/92
D	119	1/92	H	235	1/92
D	120	1/92	H	236	1/92
D	121	1/92	H	237	1/92
D	122	1/92	H	238	1/92
D	217	1/92	H	239	1/92
D	218	1/92	H	240	1/92
D	219	1/92	H	241	1/92
D	220	1/92	H	242	1/92
D	221	1/92	H	243	1/92
D	222	1/92	H	244	1/92
E	123	1/92	H	245	1/92
E	124	1/92	H	246	1/92

210117

() are added to clarify unit numbers

RECORDED IN THE PUBLIC RECORDS OF TARRANT COUNTY TEXAS
 BY THE COUNTY CLERK
 JAN 18 1983

JAN 18 1983

County Clerk
 TARRANT COUNTY TEXAS

JAN 18 1983

County Clerk
 TARRANT COUNTY TEXAS

7962 110

3

3-02-5148

RATIFICATION OF CONDOMINIUM DECLARATION
AND SUPPLEMENTAL DECLARATION OF MERGER AND
ANNEXATION FOR DRY CREEK WEST CONDOMINIUMS

THE STATE OF TEXAS ~~NOV 19 02 1988~~ 4973 § 5 00
 §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS

005148

WHEREAS, on August 21, 1981, there was caused to be filed in Volume 7552, Page 377 of the Real Property Records of Travis County, Texas, a Condominium Declaration for Dry Creek West Condominiums establishing a condominium regime under the Condominium Act of the State of Texas on the real property therein described, and,

WHEREAS, on November 11, 1981, there was caused to be filed in Volume 7620, Page 339 of the Real Property Records of Travis County, Texas, a Supplemental Declaration of Merger and Annexation for Dry Creek West Condominiums merging and annexing certain land therein described as "Phase I." to the said condominium regime and,

WHEREAS prior to the time the two aforesaid documents were filed, McNamara, Inc., a Texas corporation with principal offices in Austin, Travis County, Texas ("Corporation") had purchased all of the outstanding right, title and interest of the previous owners, Drycreek West Joint Venture (a/k/a Dry Creek Joint Venture), in and to the real properties on which the said condominium regime was established and McNamara, Inc. had further succeeded to the entire joint venture interest of the other venturers in and to the said real properties, and,

WHEREAS by corporate resolution recorded in Volume 7573, Page 361 of the Real Property Records of Travis County Texas, McNamara, Inc. acknowledged its grant of authority to Don E. Wilson, individually, to execute documents in the name of and on behalf of the Corporation to convey real properties owned by the Corporation, and

WHEREAS the Corporation has previously attempted to clarify the confusion over the declaration in the Supplemental Declaration of Merger and Annexation by a Ratification recorded in Volume 7706 Page 7.2 of the Real Property Records of Travis County, Texas, and,

WHEREAS, the Corporation now desires to end any confusion which still exists and to wholly adopt, affirm and ratify, the action taken in its name and on its behalf in the execution and filing of the Declaration and Supplemental Declaration hereinabove mentioned,

CONDOMINIUM RECORDS
TRAVIS COUNTY TEXAS

3-02-5149

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

That, McNamara, Inc does hereby adopt, affirm and ratify, the above described Condominium Declaration and Supplemental Declaration of Merger and Annexation and does hereby adopt, affirm and ratify all actions taken in all respects by the said Doyle Wilson on behalf of the Corporation in its own name or the name of the said Drycreek West Joint Venture (the Corporation being the successor in interest to all of the property of said joint venture), and does hereby represent to all persons that said documents were executed and actions were taken on behalf of the Corporation and are binding upon the Corporation or if same had been originally done by the Corporation

005149

McNAMARA, INC

NO SEAL

By [Signature]
F. L. McNamara, Jr., President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 17th day of November, 1982 by F. L. McNamara, Jr. president of McNAMARA, INC a Texas corporation, on behalf of said corporation

NOTARY SEAL

[Signature]
Notary Public STATE OF TEXAS

My Commission expires 8-5-84

Frank B Brown, Jr.
Notary Public State of Texas
My Commission Expires 8/5/84

STATE OF TEXAS
COUNTY OF TRAVIS
RECORDED in the Volume and Page and Indexed in the RECORDS of Travis County Texas as shown hereon by me on

NOV 19 1982



[Signature]
COUNTY CLERK
TRAVIS COUNTY TEXAS

FILED
NOV 19 11 04 AM '82

[Signature]
COUNTY CLERK
TRAVIS COUNTY TEXAS