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CONDOMINIUM DECLARATION
FOR
THE OAKS OF VILLA MARIA

FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas

THAT WHEREAS Villa Maria, a Texas General Partnership, hereinafter called "Declarant" is the owner of real property situated in the County of Brazos, State of Texas, being described as follows, to-wit:

BEING 6.859 acres of land in the ZENO PHILLIPS LEAGUE, in Bryan, Brazos County, Texas;

which property is described and depicted on the Map or Plat thereof which is attached hereto as Exhibit "A" and by reference is made a part hereof; and

WHEREAS, Declarant, as Developer, desires to establish a condominium regime under the Condominium Act of the State of Texas; and

WHEREAS, Declarant has and is executing plans for the construction of twelve (12) two-story buildings and other improvements appurtenant thereto on the property described in said Exhibit "A", which when completed shall consist of One Hundred Three (103) separately designated condominium units together with such parking areas as may be assigned thereto; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the apartment units together with the parking areas assigned thereto in the twelve (12) building improvements and the ownership by the individual and separate owners thereof, as tenants in common of all of the remaining property which is hereinafter defined and referred to as the general common elements; and

WHEREAS, Declarant does hereby establish The Oaks of Villa Maria as a condominium regime under the Texas Condominium Act and hereby declares that Condominiums shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project and every part thereof. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

ARTICLE I
DEFINITIONS

Unless the context shall expressly provide otherwise:

A. "Assessment" shall mean the assessment made and levied against each Owner and his Unit for that Portion of the cost of maintaining, improving, repairing, operating and managing the Condominiums and for repair, maintenance and operation of the Common Elements, including reserves for replacements which is to be paid by each Unit Owner as determined by the Association in accordance with this Declaration and the By-Laws.

B. "Association of Unit Owners" or "Association" means a Texas Non-profit association (or its successor non-profit corporation, if same be hereafter organized), the By-Laws of which shall govern the administration of this condominium

property, the members of which shall be all of the owners of the condominium units.

C. "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

D. "By-Laws" shall mean and refer to the By-Laws of the Association as amended from time to time.

E. "Common Elements" shall mean and refer to both the General and Limited Common Elements described herein.

F. "Common Expenses" shall mean and include:

1. All sums lawfully assessed with respect to the General Common Elements by the Board;

2. Expenses of administration and management, maintenance, repair or replacement of the General Common Elements, as provided herein, including a reasonable reserve for such purposes;

3. Expenses agreed upon as Common Expenses by the Owners; and

4. All sums designated as Common Expenses by the Owners; and

G. "Common Interest" means the proportionate undivided interest in the Common Elements which is appurtenant to each Unit as set forth in this Declaration.

H. "Condominium" or "Unit" shall mean one individual unit, together with an undivided interest in the Common Elements. The term "Condominium" or "Unit" shall have the same meaning as the term "apartment" as used in the Texas Condominium Act.

I. "Building" shall mean one or more of the structures to be erected on the property containing two or more units.

J. "Declarant" shall mean and refer to Villa Maria, a partnership, and its successors-in-interest and assigns, provided such successors or assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant hereunder.

K. "Declaration" shall mean and refer to this enabling Declaration.

L. "General Common Elements" shall mean and include:

1. The land in the condominium regime more particularly described above.

2. To the extent not otherwise designated as Limited Common Elements, the foundations, common dividing walls between two or more Units or between Units and Common Elements, exterior walls, bearing walls and columns (including any windows, doors and chimneys therein), girders, beams, slabs, supports, roofs, attics, ceilings and floors, halls, lobbies, or thoroughfares such stairways, entrances, exists or communication ways and any other portion or any Building located on the Property.

3. The grounds, yards, gardens, unassigned parking areas, driveways, fences, storage areas, streets, service drives, walks, service easements, recreational common facilities, laundry rooms, boiler rooms, mechanical rooms,

and areas used for storage of maintenance and janitorial equipment and materials, if any.

4. The installations consisting of the equipment and materials making up central services such as power, electricity, gas, water, sewer, television, hot water, and the like which are intended to serve more than one Unit.

5. Parking spaces not yet designated with a Unit number and described on the Map as unassigned parking spaces; provided, however, Declarant expressly reserves the right at any time and from time to time to assign, and to charge a fee for the use, pending assignment, of any unassigned parking space to any Owner, and to retain all sums received therefor; and provided further, coincidental with the permanent assignment of any unassigned parking space, the Map shall be amended without the consent of any other Owner for the purpose of designating any such parking space with a number corresponding to the Unit number, and thereafter such parking space shall be a Limited Common Element appurtenant to the Unit to which it is assigned.

6. All other structures, facilities, equipment, and property located on the Project necessary or convenient to its existence, maintenance, operation and safety, or normally in common use.

7. All other items not described as a Unit or a Limited Common Element.

8. All repairs, replacements and additions to any of the foregoing.

M. "Institutional Lender" shall mean the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or other similar government agency; any bank, savings and loan association, insurance company, or other similar financial institutions holding a recorded first Mortgage or Deed of Trust on any Unit.

N. "Limited Common Elements" shall mean those Common Elements reserved for the use of a specified Unit or Units to the exclusion of others, or serving exclusively one or more specified Units, the enjoyment, benefit or use of which is reserved to the lawful occupants of said Unit or Units either in this Declaration, or as indicated on the Map as same may be amended from time to time, including by way of example, but not limited to:

1. Parkings spaces once assigned or designated with a Unit number in accordance with Section L (5) hereof, subject to the right to reassign granted therein.

2. Patios, balconies, entrances, stairways and storage areas, if any, indicated on the Map as Limited Common Elements appurtenant to a specified Unit or Units.

3. The utilities, sewers, power, water, gas, electricity and other common lines running through walls, ceiling or floor of each Unit and used only to service such Unit.

4. Such portions of the perimeter walls, floors, ceilings, doors, windows, and all associated fixtures and structures therein, as lie outside the Unit boundaries but that serve only such Unit.

O. "Map" or "Condominium Plan" shall mean and refer to the engineering survey of the Property which is filed herewith as Exhibit "A" and by this reference made a part hereof, as the same may be amended from time to time as herein provided. Such map shall consist of and set forth (1) the legal description of the surface of the land; (2) the linear measurements and location, with reference to the exterior boundaries of the land, of the building and all other improvements built or to be built on said land by Declarant; (3) floor plans and elevation plans of the building built thereon showing the location, the building designation, the apartment unit designation and the linear dimensions of each apartment unit and the limited common elements; (4) the elevations of the unfinished interior surfaces of the floors and ceilings.

In interpreting the Map, the existing physical boundaries of each Unit shall be conclusively presumed to be its boundaries. Declarant reserves unto itself the right, so long as Declarant owns one or more Units, to amend the Map and amendments thereto to conform same to the actual location of any of the improvements, to establish, vacate and relocate easements, access road easements, parking spaces, to establish certain General Common Elements not theretofore established, to establish certain General Common Elements as Limited Common Elements, to show such other changes that Declarant may make in accordance with the terms of this Declaration including, but not limited to, Article II (C).

P. "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.

Q. "Mortgage" or "Deed of Trust" shall mean a lien interest in a Unit given to a creditor as security for repayment of a loan made to the Unit Owner, said interest to be evidenced by an instrument duly and properly recorded in the Deed of Trust Records of Brazos County, Texas.

R. "Mortgagee" shall mean the beneficiary or a holder of any first lien Deed of Trust or Mortgage.

S. "Owner" or "Owners" shall mean and refer to the record holder or holders of fee simple title of a Unit in the Project, but shall exclude Persons having any interest in a Unit merely as security for the performance of any obligation.

T. "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

U. "Project Documents" means and includes this Declaration and the exhibits attached hereto, the Articles and By-Laws of the Association, as the same may be established or amended from time to time.

V. "Texas Condominium Act" or "Act" shall mean Article 1301a of the Texas Revised Statutes, enacted in 1963, which permits the creation of condominium regimes, as same is amended or supplemented in any successor statute.

ARTICLE II
DIVISION OF PROJECT AND
CREATION OF PROPERTY RIGHTS

A. Division of Project. The Project is hereby divided into the following freehold estates and areas:

1. One Hundred Three (103) fee simple estates consisting of One Hundred Three (103) separately designated

Units, each such Unit identified by number and building symbol or designation on the Maps, the Units in each building being described as follows:

BUILDING A - Containing nine (9) Units numbered 101, 102, 103, 104, 105, 106, 107, 201, and 202, the size, dimensions, location and boundaries of each being detailed on the survey plats attached hereto as Exhibit "A". Areas connected to Building A and adjacent to Building A have been designated with unit numbers identical to those in Building A bearing a "G" prefix on Exhibit "A". Such areas are enclosed garage areas which shall be considered as assigned parking areas assigned to the Unit bearing the number following the "G" prefix.

BUILDING B - Containing nine (9) Units numbered 108, 109, 110, 111, 112, 113, 114, 203, and 204, the size, dimensions, location and boundaries of each being detailed on the survey plats attached hereto as Exhibit "A". Areas connected to Building B and adjacent to Building B have been designated with unit numbers identical to those in Building B bearing a "G" prefix on Exhibit "A". Such areas are enclosed garage areas which shall be considered as assigned parking areas assigned to the Unit bearing the number following the "G" prefix.

BUILDING C - Containing nine (9) Units numbered 115, 116, 117, 118, 119, 120, 121, 205, and 206, the size, dimensions, location and boundaries of each being detailed on the survey plats attached hereto as Exhibit "A". Areas connected to Building C and adjacent to Building C have been designated with unit numbers identical to those in Building C bearing a "G" prefix on Exhibit "A". Such areas are enclosed garage areas which shall be considered as assigned parking areas assigned to the Unit bearing the number following the "G" prefix.

BUILDING D - Containing nine (9) Units numbered 122, 123, 124, 125, 126, 127, 128, 207, and 208, the size, dimensions, location and boundaries of each being detailed on the survey plats attached hereto as Exhibit "A". Areas connected to Building D and adjacent to Building D have been designated with unit numbers identical to those in Building D bearing a "G" prefix on Exhibit "A". Such areas are enclosed garage areas which shall be considered as assigned parking areas assigned to the Unit bearing the number following the "G" prefix.

BUILDING E - Containing nine (9) Units numbered 129, 130, 131, 132, 133, 134, 135, 209, and 210, the size, dimensions, location and boundaries of each being detailed on the survey plats attached hereto as Exhibit "A". Areas connected to Building E and adjacent to Building E have been designated with unit numbers identical to those in Building E bearing a "G" prefix on Exhibit "A". Such areas are enclosed garage areas which shall be considered as assigned parking areas assigned to the Unit bearing the number following the "G" prefix.

BUILDING F - Containing nine (9) Units numbered 136, 137, 138, 139, 140, 141, 142, 211, and 212, the size, dimensions, location and boundaries of each being

detailed on the survey plats attached hereto as Exhibit "A". Areas connected to Building F and adjacent to Building F have been designated with unit numbers identical to those in Building F bearing a "G" prefix on Exhibit "A". Such areas are enclosed garage areas which shall be considered as assigned parking areas assigned to the Unit bearing the number following the "G" prefix.

BUILDING G - Containing nine (9) Units numbered 157, 158, 159, 160, 161, 162, 163, 217, and 218, the size, dimensions, location and boundaries of each being detailed on the survey plats attached hereto as Exhibit "A". Areas connected to Building G and adjacent to Building G have been designated with unit numbers identical to those in Building G bearing a "G" prefix on Exhibit "A". Such areas are enclosed garage areas which shall be considered as assigned parking areas assigned to the Unit bearing the number following the "G" prefix.

BUILDING H - Containing nine (9) Units numbered 164, 165, 166, 167, 168, 169, 170, 219, and 220, the size, dimensions, location and boundaries of each being detailed on the survey plats attached hereto as Exhibit "A". Areas connected to Building H and adjacent to Building H have been designated with unit numbers identical to those in Building H bearing a "G" prefix on Exhibit "A". Such areas are enclosed garage areas which shall be considered as assigned parking areas assigned to the Unit bearing the number following the "G" prefix.

BUILDING I - Containing nine (9) Units numbered 171, 172, 173, 174, 175, 221, 222, 223, and 224, the size, dimensions, location and boundaries of each being detailed on the survey plats attached hereto as Exhibit "A". Areas connected to Building I and adjacent to Building I have been designated with unit numbers identical to those in Building I bearing a "G" prefix on Exhibit "A". Such areas are enclosed garage areas which shall be considered as assigned parking areas assigned to the Unit bearing the number following the "G" prefix.

BUILDING J - Containing four (4) Units numbered 176, 177, 225, and 226, the size, dimensions, location and boundaries of each being detailed on the survey plats attached hereto as Exhibit "A". Areas connected to Building J and adjacent to Building J have been designated with unit numbers identical to those in Building J bearing a "G" prefix on Exhibit "A". Such areas are enclosed garage areas which shall be considered as assigned parking areas assigned to the Unit bearing the number following the "G" prefix.

BUILDING K - Containing nine (9) Units numbered 143, 144, 145, 146, 147, 148, 149, 213, and 214, the size, dimensions, location and boundaries of each being detailed on the survey plats attached hereto as Exhibit "A". Areas connected to Building K and adjacent to Building K have been designated with unit numbers identical to those in Building K bearing a "G" prefix on Exhibit "A". Such areas are enclosed garage areas which shall be considered as assigned parking areas assigned to the Unit bearing the number following the "G" prefix.

BUILDING L - Containing nine (9) Units numbered 150, 151, 152, 153, 154, 155, 156, 215, and 216, the size, dimensions, location and boundaries of each being detailed on the survey plats attached hereto as Exhibit "A". Areas connected to Building L and adjacent to Building L have been designated with unit numbers identical to those in Building L bearing a "G" prefix on Exhibit "A". Such areas are enclosed garage areas which shall be considered as assigned parking areas assigned to the Unit bearing the number following the "G" prefix.

In determining dimensions of, and area contained within each Unit, the enclosed space within a Unit shall be measured from interior finished, unpainted surfaces of the perimeter walls, floors and ceilings, and the Unit shall include the airspace so encompassed. Included in each Unit, without limitation, shall be any finishing materials applied or affixed to the interior surfaces of the common exterior walls or interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl wall or floor covering, carpet and tile). The boundaries of each Unit shall be the interior surface of the perimeter walls, floors, ceilings, windows and doors. Interior trim around windows and doors shall be a part of each Unit and shall not be a part of the Common Elements. The Unit does not include "Common Elements" defined herein. It is expressly stipulated, and each and every purchaser of a Unit, his heirs, executors, administrators, successors and assigns hereby agree that the square footage, size and dimensions of each Unit, as set out and shown in this Declaration or on the Condominium Plan are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent or guarantee that any Unit actually contains the area, square footage or dimensions shown by the Condominium Plan thereof. Each purchaser and Owner of a Unit, or interest therein, has had full opportunity and is under a duty to inspect and examine the Unit purchased by him prior to the purchase thereof, and agrees that the Unit is purchased as actually and physically existing. Each purchaser of a Unit hereby expressly waives any claim or demand which he may have against the Declarant or other seller of such Unit on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the Condominium Plan. Each Unit is subject to such encroachments and protrusions as are contained in each Building, whether the same now exist or may be later caused or created in any manner. In interpreting deeds and the Condominium Plan, the then existing physical boundaries of a Unit, whether in its original state or reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or Condominium Plan, regardless of settling, rising or lateral movement of any Building and regardless of minor variance between boundaries shown on the Condominium Plan or deed, and those of any Building.

2. The remaining portion of the Property, referred to herein as "Common Elements", which shall include all of the elements set forth in Article I, E. Each Unit Owner shall have as an appurtenance to his Unit, an undivided percentage interest in the Common Elements, based upon the approximate size of his Unit in relation to the others, as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The ownership of each Condominium shall include a Unit and such undivided interest in the Common

Elements. The Common Interest appurtenant to each Unit is declared to be permanent in character and cannot be altered once sold by Declarant without the consent of all the Owners of said Units and the Mortgagees of such Owners as expressed in an amended Declaration, except as provided in Article II, C. and IX E. 3(b). Such common Interest cannot be separated from the Unit to which it is appurtenant. Each Unit Owner shall have a non-exclusive right to use the General Common Elements in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of any other Unit Owners. Notwithstanding the transfer of the ownership of the Common Elements to the Owners as tenants in common, the Declarant shall reserve and hereby reserves unto himself and to the Association or its designated agents an easement over and onto the Common Elements for common driveway purposes, for drainage and encroachment purposes and for ingress to and egress from the Common Elements for the purpose of completing improvements thereon and for the performance of necessary repair work. Declarant further reserves unto himself and to the Association or its designated agents the right to establish easements, reservations, exclusions consistent with the ownership of the Condominium Project and for the best interest of the Owners and the Association in order to serve the entire Condominium Project.

3. The Limited Common Elements which shall be identified herein or on the Map, as amended from time to time, and designated as appurtenant to a particular Unit or Units. The rights of an individual Owner in the Limited Common Elements shall consist of (1) an exclusive easement to use for vehicle parking purposes, the parking space or spaces specifically originally assigned or reassigned by Declarant or the Association to the Owner as being appurtenant to his Unit, if any; (2) an exclusive easement to use the utilities and lines described in Article I.N.3. and the areas described in Article I.N.4.; (3) an exclusive easement for ingress and egress over and for the use and enjoyment of the exterior stairs and landing area adjacent and appurtenant to the Unit (provided, however, that such easement shall be shared with any other Unit to which such stairs and landing area are also adjacent and appurtenant), if any; (4) an exclusive easement to use a storage area, balcony entranceway or patio, if any, adjacent to and appurtenant to the Unit, as shown on the Condominium Plat; and (5) an exclusive easement to use such other areas and facilities as may be designated in this Declaration and on the Map, as same may be amended from time to time.

B. No Separate Conveyance of Undivided Interests. The foregoing interests and exclusive easements are hereby established and are to be conveyed only with the respective Units, and cannot be changed, except as herein set forth. Declarant and each Owner covenant and agree that the undivided interests in the Common Elements, the exclusive easements of the Limited Common Elements, and the fee title to the respective Units conveyed therewith, shall not be separated or separately conveyed, and each such undivided interest and exclusive easement shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit. Every deed, lease, mortgage, trust deed or other instrument may legally describe a condominium unit by its identifying apartment number and building symbol or designation as shown on the map, followed by the words, "The Oaks of Villa Maria 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 general common elements.

C. Partition Prohibited. The Common Elements shall remain undivided as set forth above so long as suitable for a condominium regime. Except as otherwise provided by the Texas Condominium Act, no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project. Judicial partition by sale of a single Unit owned by two or more persons and division of the sale proceeds is not prohibited hereby (but partition of title to a single Unit is prohibited). Notwithstanding the provisions of this Article II.C., until all of the Units are conveyed by Declarant to a third party, Declarant has the right to:

1. Physically combine the space within one Unit with the space within one or more adjoining Units, to redetermine the Common Interest of the Units so combined and to amend the Declaration and Map to include such changes;

2. Physically combine part of or a combination of parts of the space within one Unit with part or parts of space within one or more adjoining Units, to redetermine the Common Interest of the Units so combined and to amend the Declaration and Map to include said changes;

3. Partition or subdivide any Unit owned by Declarant into two or more Units, Common Elements, or a combination of Units and Common Elements, to redetermine the Common Interest of those Units so partitioned or subdivided, and, if applicable, of all other Units, and to amend the Declaration and Map to include said changes; and

4. Modify or remodel one or more Units into larger or smaller Units or any combination thereof, to construct, alter, relocate or remove any walls or do any other work which may be necessary to complete such modification or remodeling, to redetermine the Common Interest of the Units altered, if any, and to amend the Declaration to include said changes.

Declarant may exercise the rights above stated only as to those Units owned by the Declarant at the time such rights are exercised.

ARTICLE III
ASSOCIATION, ADMINISTRATION MEMBERSHIP
AND VOTING RIGHTS

A. Association to Manage Common Elements. The management of the Common Elements shall be vested in the Association in accordance with the terms of this Declaration and the By-Laws. A copy of the By-Laws which have been duly adopted by the Board of Directors of the Association is attached hereto as Exhibit "C" and incorporated herein by reference for all purposes; and all Owners of the Units and all holders of liens thereon shall be bound thereby. The Owners of all the Units covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration and the By-Law, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Project or the Association, as same may be amended from time to time.

B. Membership. Any Person, upon becoming the Owner of a Unit, shall automatically be a Member of the Association, and shall remain a Member thereof in accordance with the By-Laws until such time as his ownership of said Unit ceased for any reason, at which time his membership in the Association shall automatically cease.

C. Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of his Unit, the Association shall have the right to record the transfer upon its books.

D. Voting Rights. The Owner or Owners of each Unit shall be entitled to one vote, the value of which shall equal the Common Interest assigned to said Owner's or Owners' Unit as set forth in Exhibit "B" hereto.

E. Board of Directors. The affairs of the Association shall be managed by a Board of Directors which has been established and which shall conduct regular and special meetings according to the provisions of the By-Laws.

ARTICLE IV
MAINTENANCE AND ASSESSMENTS

A. Personal Obligations of Assessments. Declarant, for each Unit owned within the Project, hereby covenants, and each Owner of any Unit with acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association: (1) regular monthly Assessments or charges, and (2) special Assessments for capital improvements and unexpected expenses, such Assessments to be established and collected as provided * herein, in the By-Laws and in the Rules and Regulations of the Association. No Owner of a Unit may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the entire Project and for the improvement and maintenance of the Common Elements for the common good of the Project. The Board may use said Assessments for said purposes, including, without limitation, providing for the enforcement of the provisions of this Declaration; the By-Laws and the Rules and Regulations promulgated thereunder. The decision of the Board with respect thereto shall be final so long as made in good faith. Annual Assessments shall include an adequate reserve fund for maintenance, repairs and replacement of the Common Elements. The Limited Common Elements shall be maintained as General Common Elements, and Owners having exclusive use thereof shall not be subject to any special charges or Assessments for the repair or maintenance thereof except as otherwise provided in the By-Laws and herein, including, but not limited to, Article V.B. hereof.

C. Regular Monthly Assessments and Creation of Lien. All Owners shall be obligated to pay the Assessments imposed by the Board of Directors of the Association. The total amount of the estimated funds required from Assessments to operate the

Project shall be set forth in a budget adopted by the Board of Directors and shall be assessed against each Owner in proportion to the Common Interest of such Owner as set forth herein, said figure to be divided by twelve (12) to determine the regular monthly Assessment; provided, however, that said Assessments based on said Common Interests may be rounded off to the nearest dollar figure and shall be secured by a lien against said Unit, subject to the provisions hereof. Declarant hereby reserves and assigns to the Association, without recourse, a vendor's lien against each Unit to secure the payment of any regular or special Assessment which may be levied pursuant to the terms hereof, and the expenses incurred in connection with the enforcement thereof, including without limitation, interest at the rate provided in Article IV.E., costs and reasonable attorney's fees. Said liens may be enforced by appropriate judicial proceedings, and the amounts secured thereby shall be and is subordinate and inferior only to the following: (i) assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on such Unit; and (ii) amounts due under any first lien Mortgage instruments duly recorded prior to the recordation of any lien assessment as provided in Article IV.E.

D. Special Assessments. In addition to the regular monthly Assessments authorized above, the Board may levy, in any year, one or more special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements upon the Common Elements, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated expense or other action or undertaking normally covered by a regular Assessment (and, where necessary, for taxes assessed against the Common Elements or the Project as a whole). Said special Assessments shall be assessed against each Owner in proportion to the Common Interest of such Owner as set forth herein. Special Assessments may also be levied against an individual Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Unit into compliance with the provisions of this Declaration and the By-Laws including actual attorneys' fees and costs. Said special Assessments may be subject to such limitations as are provided in the By-Laws.

E. Assessment Lien. All sums assessed but unpaid for the share of Assessments chargeable to any Unit, including interest thereon at the maximum rate permitted by law from the date such Assessments are due until said Assessments are paid shall constitute a lien on such Unit superior to all other liens and encumbrances, except as provided in Article IV.C. The Board of Directors or a managing agent appointed by the Board ("Managing Agent") may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one of the members of the Board of Directors or by one of the officers of the Association or by a representative of the Managing Agent and may be recorded in the office of the County Clerk of Brazos County, Texas. Such lien may be enforced by the foreclosure on the defaulting Owner's Unit by the Association in like manner as a mortgage on real property subsequent to the recording of a notice provided for above. In such proceeding, the Owner shall be required to pay the costs, expenses and attorney's fees incurred in connection with filing such lien, and in the event of any foreclosure proceeding, all additional costs, expenses and attorney's fees incurred in connection with any such foreclosure proceeding. The Owner of the Unit being foreclosed upon shall be required to pay to the Association the monthly Assessment for the

Unit during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any Mortgagee holding a lien on a Unit may pay, but shall not be required to pay, any unpaid Assessments owing with respect to such Unit, but such payment shall not be deemed a waiver of the Owner's default by either the Association or such Mortgagee.

The amount of the Common Expenses assessed against each 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.

Each Owner, by acceptance of a deed to a Unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also temporarily suspend the Association membership rights of any Owner who is in default in payment of any Assessment in accordance with the By-Laws.

F. Date of Commencement of Assessment; Due Dates. The regular monthly Assessments provided for herein shall commence as to all Units in the Project on the first day of the month following the conveyance by deed of the first Unit in the Project. Thereafter, due dates of regular monthly Assessments shall be the first day of each and every subsequent calendar month. No notice of such Assessments or the due dates thereof shall be required other than an annual notice setting forth the amount of the regular monthly Assessments. The due date of any special Assessment shall be the due date specified by the Association in the notice of such special Assessment delivered by the Association to each Owner, provided, however, such due date shall in no event be less than thirty (30) days subsequent to the date of such notice.

G. Transfer of Unit by Sale or Foreclosure. Sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of a Mortgage, or by deed or other transfer in lieu thereof, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer (except for Assessments which become due prior to the recordation of such Mortgage). No such sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof. When any Mortgagee of a Mortgage obtains title to a Unit as a result of foreclosure of such Mortgage, or by deed or other conveyance in lieu thereof, such Mortgagee shall not be liable for the unpaid dues or charges of the Association chargeable to such Unit which accrued subsequent to the recordation of such Mortgage and prior to the acquisition of title to such Unit by such Mortgagee. Such unpaid dues or charges shall be deemed to be Common Expenses collectible from all of the Units including the Unit acquired by such Mortgagee. In a voluntary conveyance of a Unit (other than a deed or conveyance to a Mortgagee in lieu of foreclosure), the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter

for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee, upon payment to the Association of a reasonable fee not to exceed Twenty-Five and No/100 Dollars (\$25.00) and upon written request, shall be entitled to a statement from the Association, setting forth the amount of any unpaid Assessments then due and owing to the Association with respect to the Unit being purchased, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement and applicable to a period of time prior to the date of such statement; provided, however, the grantee shall be liable for any such Assessments becoming due after the date of any such statement.

H. Separate Taxation. Each Unit, together with its Common Interest, shall be deemed to be a separate and distinct entity for the purpose of the assessment and collection of taxes, assessments and other charges of this state, or of any political subdivision, special improvement district or any other taxing or assessing authority. The lien for taxes assessed to any Unit shall be confined to that Unit. No forfeiture or sale of any Unit shall divest or in any way affect title to any other Unit. In the event that such taxes or assessments for any year are not separately assessed to each Unit but rather are assessed on the Project as a whole, then each Owner shall pay his proportionate share thereof in accordance with his Common Interest and, in said event, such taxes or assessment shall be a Common Expense. If necessary, a special assessment or Assessments may be levied against the Units in an amount equal to said taxes, to be paid thirty (30) days prior to the due date thereof.

I. Working Capital. At the time of a conveyance by deed of a Unit or Units by Declarant to an Owner or Owners, the Owner or Owners will pay to the Association a sum equal to two (2) months' regular monthly assessment then being made with respect to the Unit or Units being conveyed to provide working capital for the Association. Such payment will not be considered as a prepayment of any regular monthly assessment.

ARTICLE V DUTIES AND POWERS OF ASSOCIATION

A. Duties and Powers. In addition to the duties and powers enumerated in the By-Laws or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

1. Maintain, repair, replace, restore, operate and manage all of the Common Elements and all facilities, improvements, furnishings, equipment and landscaping thereon, and all property that may be acquired by the Association in good condition. This obligation shall not extend to any portion or facility of the Common Elements required to be maintained by an individual Owner under this Declaration (specifically including, but not limited to, Article V.B., and V.C.) or the By-Laws.

2. Enforce the provisions of this Declaration by appropriate means, including, without limitation, the expenditures of funds of the Association, the employment of legal counsel and the commencement and prosecution of actions.

3. Maintain such policy or policies of insurance as are required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of, and protecting the interests of, the Association and its Members.

4. Grant and reserve easements where necessary or desirable for utilities and utility facilities over the Common Elements and Units to serve the Common Elements and the Units and amend the Map to show same.

5. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the By-Laws and restrictions imposed by an governmental or quasi-governmental body or agency having jurisdiction over or interest in the Project, specifically including, but not limited to, the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association.

6. Keep or cause to be kept records with detailed accounts of the income, receipts and expenditures affecting the Project and its administration, specifying any maintenance and repair expenses with regard to the Common Elements and any other expenses incurred by or on behalf of the Project or Association. The records so kept shall be available for inspection by all Owners and Mortgagees of Units during regular business hours of the Association that shall be set and announced for general knowledge. All records shall be kept in accordance with generally accepted accounting principles and shall be audited at least once a year by an independent auditor. Copies of the auditor's reports shall be made available to all Owners and Mortgagees upon written request and the payment of the reasonable reproduction costs of such report as established by the Board or Managing Agent within ninety (90) days following the end of any fiscal year of the Association.

7. Adopt reasonable rules not inconsistent with this Declaration, the Articles or By-Laws relating to the use of the Common Elements and all facilities thereon, and the conduct of Owners and their tenants and guests with respect to the Project and other Owners.

B. Maintenance of Project by Association. The Association shall provide maintenance of the Project as provided in the By-Laws. The responsibility of the Association for maintenance and repair shall not extend to the cost and expense of repairs or replacements arising out of or caused by the willful or negligent act or neglect of any Owner, or his guests, tenants or invitees. The cost and expense of repair or replacement of a Unit exterior or of any portion of the Common Elements resulting from such excluded items shall be the responsibility of such Owner who (or whose guests, tenants or invitees) neglects or willfully damages such excluded items. The Association may cause such repairs and replacements to be made at such Owner's sole cost and expense, and if said Owner shall fail to pay for such repairs or replacements upon demand, the cost thereof (plus interest from the date of payment(s) at the maximum legal rate) shall be added to the Assessments chargeable to such Unit and shall be payable to the Association by the Owner of such Unit upon demand.

C. Association Easements and Access to Units. For the purpose of performing the maintenance, repair or replacement authorized by this Article or for any other purpose reasonably

related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents and employees) shall have a non-exclusive easement over and onto all portions of the Common Elements, and shall also have the right, after reasonable notice to Owner, and at reasonable hours, to enter any Unit for such purposes and to enter any Unit without notice at any time in the event of an emergency. Should any Owner change any lock on any entrance to his Unit, such Owner shall immediately provide to the Board a key to the new lock. Damage to the interior or any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs within another Unit at the instance of the Association shall be a Common Expense of all of the Owners; provided, however, that if such damage is the result of the neglect, misuse or negligence of an Owner, then such Owner shall be responsible and liable for all such damage. All damaged improvements shall be restored to substantially the same condition of such improvements prior to damage. All maintenance, repairs and replacements as to the General Common Elements, whether located under or outside the Units (unless required to be maintained by an individual Owner under this Declaration or necessitated by the neglect, negligence or misuse by an Owner or his guests, tenants or invitees, in which case such expense shall be charged to such Owner) shall be the Common Expense of all the Owners.

D. Original Plans. The Association shall maintain a complete set of plans and specifications for the Buildings and all structures located on or a part of the Common Elements.

ARTICLE VI UTILITIES

A. Owner's Rights and Duties. The rights and duties of the Owners of Units within the Project with respect to utilities shall be as follows:

1. Each Owner shall pay for his own utilities which are separately metered and billed to each Unit by the respective utility companies or submetered and billed to each Unit by the Association. Any such utility expenses billed to each Unit by the Association shall be deemed to be special Assessments hereunder and shall be secured by the lien reserved in Article IV.C. Utility expenses which are not metered or submetered and separately billed shall be part of the Common Expenses, and each Owner shall pay his pro-rata share thereof as in the case of other Common Expenses.

2. Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air-conditioning conduits, ducts, or flues (such items being hereinafter collectively called the "connections") are located or installed within the Project, which connections, or any portion thereof, lie in or upon more than one Unit, Declarant reserves for the use and benefit of the Association the right and an easement to the full extent reasonably necessary therefor, to enter upon the Units or to have the utility companies enter upon the Units in or upon which said connections, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when reasonably necessary; provided, however, the exercise of such easement rights shall be in a manner reasonably calculated to cause as minimal interference with the continued use and occupancy of the Units so affected by the Owners thereof, while still adequately serving the purposes for which they are granted.

3. Whenever connections are located or installed within the Project, which connections serve more than one Unit, the Owner of each Unit served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Unit.

B. Easement for Utilities and Maintenance. Easements over and under the Property for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines and facilities, heating and air-conditioning facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping as are shown on the Map, or the plat of the subdivision of which its land is a part, and as may be hereafter required to serve the Property, are hereby reserved by Declarant for the use and benefit of the Association together with the right to grant and transfer the same.

C. Association's Duties. The Association shall maintain all utility installations located in the Common Elements except for those installations maintained by utility companies, public, private or municipal. The Association shall pay all charges for utilities supplied to the Project except those metered or submetered and charged separately to the Units.

ARTICLE VII USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Project and each Unit therein is subject to the following:

A. Use of Individual Units. No Unit shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein; provided, however, that Declarant may use any Unit or Units in the Project owned by Declarant for a model home site or sites and display and sales office until the last Unit in the entire Project is sold.

B. Nuisances. No noxious, illegal, or offensive activities shall be carried on in any Unit or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with, the quiet enjoyment of each of the Owners of his respective Unit, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be cancelled or cause a refusal to renew the same, or which will impair the structural integrity of any Building.

C. Vehicle Restrictions. No trailer, camper, mobile home, recreational vehicle, commercial vehicle, truck (other than standard size pickup truck), inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the Project, other than temporarily (for purposes of loading and unloading passengers or personal property), unless in an area specifically designated for such purpose by the Board. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or smoky vehicles shall be operated on the Project. No off-road unlicensed motor vehicles shall be maintained or operated upon the Property, except as may be reasonably necessary to the execution of the rights and duties of the Association under this Declaration.

D. Signs. Declarant may place signs in or around the Common Elements and use the Common Elements for sales purposes until the last Unit in the entire Project is sold. Owners other than Declarant, however, are prohibited from placing "for sale", "for rent" or any other signs in or around the Common Elements or displaying signs to the public view on any Unit or any portion of the Project.

E. Animals. No animals or birds of any kind shall be raised, bred, or kept in any Unit, or on any portion of the Project except as permitted in the By-Laws or in the rules and regulations adopted by the Board and published from time to time.

F. Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Project and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers in accordance with the By-Laws and the rules and regulations adopted by the Board and published from time to time. All equipment, garbage cans, woodpiles, or storage piles shall be kept screened and concealed from view of other Units, streets, and the Common Elements.

G. Radio and Television Antennas. No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted, and no Owner shall be permitted to construct, use, or operate his own external radio, television antenna, or other electronic antenna without the prior written consent of the Board. No Citizens Band transmitter or other transmission device shall be permitted on the Project without the prior written consent of the Board.

H. Right to Lease. The respective Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days, nor shall less than an entire Unit be rented or leased. Subject to the foregoing restrictions and to those of Article VII.I. hereof, the Owners of the respective Units shall have the absolute right to lease the Units provided that the lease is in writing and is made subject to the covenants, conditions, easements, restrictions, limitations, liens for Common Expenses and uses contained in this Declaration and the By-Laws, and any rules and regulations adopted by the Board and published from time to time. Notwithstanding any of the foregoing, the right of Declarant to rent or lease Units until their initial transfer to any third party or parties is hereby specifically reserved.

I. Mortgaging a Unit - Priority. Any Owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first Mortgage shall be one which has first and paramount priority under applicable law. An Owner may create and grant a second lien mortgage or deed of trust against his Unit on the following conditions: (1) that any such second lien mortgage or deed of trust shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, easements, obligations and liens for Common Expenses and other payments created by this Declaration and by the By-Laws; and (2) that the mortgagee under any second lien mortgage or deed of trust shall release by written recordable instrument, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished to

the Association by the mortgagee under any second lien mortgage or deed of trust promptly following written request therefor by the Association.

J. Power Equipment and Car Maintenance. No power equipment, work shops, or car maintenance of any nature whatsoever shall be permitted on the Project except with prior written approval of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt and grease, fire hazard, interference with radio or television reception, and similar objections.

K. Liability of Owners for Damage to Common Elements. The Owner of each Unit shall be liable to the Association for all damages to the Common Elements or improvements thereon caused by the neglect, misuse or negligence of such Owner or any tenant or other occupant of his Unit, guest or invitee.

L. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article VII or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Unit in the Project in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Unit agrees to hold Declarant harmless therefrom.

ARTICLE VIII ARCHITECTURAL CONTROL

A. Prohibition of Alteration and Improvement. Subject to the exemption of Declarant under Article IX below, no building, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, erected, painted or maintained upon the Project, nor shall any alteration or improvement of any kind be made thereto (save and except for repainting and redecorating of the interior of a Unit by an Owner) until the same has been approved in writing by the Board or by an Architectural Control Committee (the "Committee") appointed by the Board and/or Declarant as provided in this Article.

B. Plans and Approval. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements or alterations, shall be submitted to the Board or Committee for approval as to such matters as quality of workmanship and design and harmony of structural and external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to rebuild in accordance with Declarant's original plans and specifications, or to rebuild in accordance with plans and specifications previously approved by the Board or Committee. No landscaping of patios or yards visible from the street, from other Units or from the Common Elements shall be undertaken by any Owner until plans and specifications showing the nature, kind, shape, design and location of the proposed materials shall have first been submitted to and approved in writing within sixty (60) days from the date it receives said requests for approval of plans and specifications required under this Article VIII.B. If the Board or Committee does not respond in writing within said sixty (60) day period, the Board or Committee shall be deemed to have approved said request.

perform all acts as in manner and form may be necessary to effect the sale.

Notwithstanding the foregoing provisions hereof, in the event that two-thirds (2/3) or more of the Project has been damaged and unanimous vote has not been obtained for reconstruction at the meeting held in accordance with the provisions of the first paragraph of this Article IX H.6.(d), the Association may, by affirmative vote of the Members owning at least three-fourths (3/4) of the undivided Common Interest at a meeting of the Members duly called for such purpose, elect to purchase all the ownership interests in the Project of those Owners not voting to rebuild. Such action will be binding upon the Association and all Owners, and it shall thereupon become the duty of the Association and every Owner to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary to affect the sale and purchase. The purchase price of the ownership interest of each owner so being purchased shall be payable to the Owner and the Owner's mortgagees as their interests shall appear and shall be an amount equal to the Owner's percentage interest in the Association's insurance proceeds plus an amount equal to the Owner's percentage interest in an amount equal to the then market value of the Project, considered as a whole, excluding such insurance proceeds and less the amount of any liens against the Project or any part thereof. In the event the parties are unable to agree upon the purchase price, the price shall be determined by appraisal as follows: The Association shall select one MAI designated appraiser to act for it; within thirty (30) days of the Association's appointment of an appraiser, the selling Owners shall appoint an MAI designated appraiser to act for them; forthwith the two appraisers acting together shall select a third independent MAI designated appraiser by mutual agreement; and the three appraisers by a vote of the majority of the group shall determine the purchase and sale price with respect to each Owner selling hereunder. All such purchases and sales shall be closed within sixty (60) days subsequent to the determination of the purchase and sale price as aforesaid, with the Association financing the same in accordance with Article IX I. Within fifteen (15) days of the last such closing, the Association shall cause to be held a special meeting of Members for the purpose of securing approval of reconstruction.

7. Repair of Interior of Unit. Each Owner shall be responsible for the reconstruction, repair or replacement of that portion of the interior of his Unit which the Owner has installed, furnished or provided, including but not limited to, any floor coverings, wall coverings, window shades, draperies, furniture, furnishings, decorative light fixtures, or other improvements, betterments and additions to his Unit, and all appliances located therein irrespective of whether or not such appliances are "built-in" to the Unit, except the original built-in appliances. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or replacement of any portion of the

Project necessitated by his negligence or misuse or the negligence or misuse by his family, guests, agents, servants, employees or contractors. In the event damage to all or any part of the interior of an Owner's Unit is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of an Owner's Unit is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

8. Application of Insurance Proceeds. As soon as possible after the occurrence of a casualty which causes damage to any part of the Project for which the Association has insurance coverage (hereinafter referred to as the "Casualty"), the Association shall obtain reliable and detailed cost estimates of the following:

- (a) The cost of restoring all damage caused by the Casualty to the Common Elements (hereinafter referred to as the "Common Element Costs"); and
- (b) The cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit Costs"). All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then a special Assessment or Assessments shall be made against the Owners by the Association in the following manner:
 - (i) All Owners shall be assessed on the basis of their percentage interest in the Common Elements for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.
 - (ii) Each Owner of a damaged Unit shall be assessed an amount equal to the difference between the actual portion of estimated Unit Costs attributable to this Unit less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the numerator of which is the actual portion of the estimated Unit Costs attributable to his Unit and the denominator of which is the total of all the estimated Unit Costs.

9. Condemnation. In the event of any taking of any Unit in the Project by eminent domain or sale or other transfer in lieu thereof, the Owner of such Unit shall be entitled to receive the award for such taking and after acceptance thereof, he and his Mortgagee shall be divested of all interest in the Project if such Owner shall vacate and abandon his Unit by virtue of such taking. If any repair or rebuilding of the remaining portions of the Project is required as a result of such taking, the remaining Owners shall determine by the affirmative vote or written consent of Owners owning a majority of the Common Interest owned by said remaining Owners, either to rebuild or repair the Project or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, or shall be undertaken, the remaining portion of the Project shall be re-surveyed, and the Declaration and Master Deed shall be amended to reflect such taking and to proportionately readjust the percentages of ownership of the remaining Owners based upon a continuing total ownership of the Project of one hundred percent (100%). The Association shall send written notice to all Institutional Lenders (who have notified the Association in writing of their interest in a Unit or Units) having Mortgages on Units affected by condemnation proceedings or negotiations for sale in lieu of condemnation whenever the Association obtains knowledge of such proceedings or negotiations. No condemnation or sale in lieu thereof shall affect the lien property or an Institutional Lender on the Unit on which it holds a Mortgage or on proceeds of condemnation of that Unit.

10. Personal Liability Insurance. In addition to the master policies which the Association shall carry, the Board shall have the power to require each Owner, at his sole cost and expense, to carry personal liability insurance covering damage to property or injury to the person of others within the Project resulting from negligence of the Owner or his agents, tenants, guests or invitees, in an amount up to, and including One Hundred Thousand Dollars (\$100,000.00) for each occurrence.

11. Waiver of Subrogation; Notice of Cancellation. All property and liability insurance carried by the Association or the Owners shall contain provisions whereby the insurer waives rights of subrogation as to the Association, officers, and directors, and any Members, their guests, agents and employees. All policies of hazard insurance must contain or have attached the standard mortgage clause commonly accepted by private institutional mortgage investors in the area in which the Units are located. All insurance carried by the Association shall contain a provision requiring the insurer to notify all insureds, including servicers on behalf of FHLMC and FNMA, named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

I. Financing of Purchase of Unit by Association. In the event the Association should acquire a Unit at foreclosure or pursuant to Article IX H.6.(d), such acquisition by the Association may be made from the working capital of the Association and common charges in the hands of the Association, or if such funds are insufficient, the Association may levy a special Assessment or Assessments against each Owner in proportion to his Common Interest, as a Common Expense, or the Association, in its discretion, may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit,

together with the interest in the Common Elements appurtenant thereto, so to be acquired by the Association.

J. Limitation of Restrictions on Declarant. Until such time as the entire condominium project has been completed in accordance with its plans and specifications, nothing in this Declaration shall be understood or construed to:

1. Prevent Declarant, its contractors, or subcontractors from doing on or to the Project or any Unit, whatever is reasonably necessary or advisable in connection with the completion of the work; or
2. Prevent Declarant or its representative from erecting, constructing and maintaining on any part or parts of the Project, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Project as a residential community and disposing of the same in parcels by sale, lease or otherwise; or
3. Prevent Declarant from conducting on any part of the Project its business of completing the work and of establishing a plan of Unit ownership and of disposing of said Project in Units by sale, lease or otherwise; or
4. Prevent Declarant from maintaining such sign or signs on any part of the Project as may be necessary for the sale, lease or disposition thereof.

So long as Declarant owns one or more of the Units established and described in this Declaration (and except as otherwise specifically provided herein), Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.

K. Termination of Any Responsibility of Declarant. Declarant may at any time, or from time to time, sell, assign or transfer all or any part of its rights hereunder and/or its rights, title and interest in the Project to any Person or Persons who shall thereafter have such rights and powers of Declarant as are contained in the Project Documents and so transferred or assigned. In the event Declarant shall convey all of its right, title and interest in and to the Project to any Person or Persons, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such Person or Persons shall be obligated to perform all such duties and obligations of the Declarant.

L. Owners' Compliance. Each Owner, tenant or occupant of a Unit and their guests and invitees shall comply with the provisions of the Project Documents and all lawful decisions and resolutions of the Association or its duly authorized representative, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action by the Association to recover sums due for damages (including costs and reasonable attorneys' fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or in the By-Laws, shall be deemed to be binding on all Owners, their successors and assigns.

M. Legal Intent. It is the intent of Declarant, the Association and the Owners that the Project Documents be in strict compliance with applicable usury laws of the State of Texas. In furtherance thereof, said parties stipulate and agree that none of the terms and provisions contained in the Project

Documents shall ever be construed to create a contract to pay for the use, forbearance or detention of money, interest at a rate in excess of the maximum interest rate permitted to be charged by applicable laws of the State of Texas. The Owners or other parties now or hereafter becoming liable for payment of sums owing under the terms of the Project Documents shall never be liable for unearned interest on any of said sums and shall never be required to pay interest at a rate in excess of the maximum interest that may be lawfully charged under applicable laws of the State of Texas, and the provisions of this Section shall control over all other provisions of the Project Documents in conflict herewith. In the event that the Declarant, the Association or any of its designated agents shall collect monies which are deemed to constitute interest at a rate in excess of that permitted to be charged by applicable laws of the State of Texas, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Owner or other party so paying said monies upon such determination.

N. Conflict of Project Documents. If there is any conflict among or between the project documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given to Project Documents in the following order: Map; By-Laws; and Rules and Regulations of the Association.

O. Term of Declaration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and the Project, and shall inure to the benefit of and shall be enforceable by the Association, its respective legal representatives, successors-in-interest and permitted assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument, signed by all of the then Owners and all of the Mortgagees, has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

P. Notices. 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 Managing Agent, or the Board of Managers of the Association, or the Association shall be sent by ordinary or certified mail, postage prepaid, 5034 Champions Drive, Lufkin, Texas 75901, until such address is changed by a notice of address change duly recorded.

The undersigned, being the Declarant herein, has executed this Declaration on DEC. 13TH, 1983.

DECLARANT:

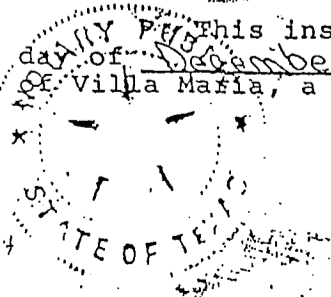
VILLA MARIA, A Partnership

By Richard P. Ruff
Richard P. Ruff,
Managing Partner

THE STATE OF TEXAS X

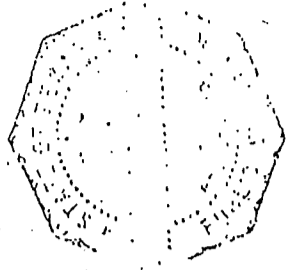
COUNTY OF ANGELINA X

This instrument was acknowledged before me on the 13th day of December, 1983 by RICHARD P. RUFF, Managing Partner of Villa Maria, a Partnership, on behalf of said partnership.

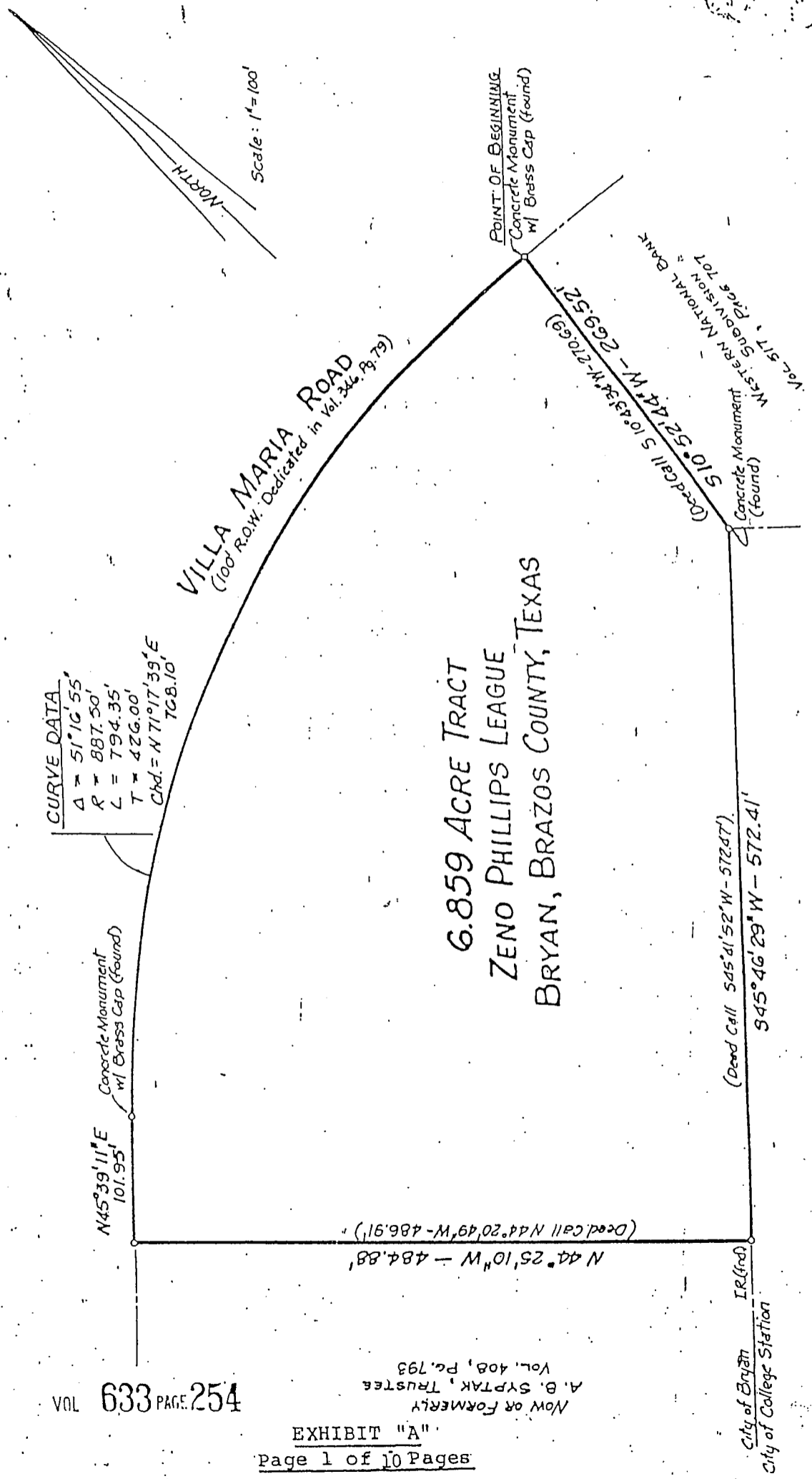


Cindy Paur
Notary Public, State of Texas
My Commission Expires: 7-31-84

McCLURE ENGINEERING, INC.
 1722 Broadmoor
 P. O. Box 4604
 BRYAN, TEXAS 77805



Michael R. McClure
 Michael R. McClure
 Registered Public Surveyor



CERTIFICATION OF THE SURVEYOR:

I, Michael R. McClure, Registered Public Surveyor No. 2859 in the State of Texas, hereby certify that this Plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

TEXAS A & M UNIVERSITY
 -Unplotted-

VOL 633 PAGE 254

EXHIBIT "A"
 Page 1 of 10 Pages

NOW OR FORMERLY
 A. B. SYPTAK, TRUSTEE
 Vol. 408, Pg. 793

FIELD NOTES
6.859 Acre Tract

Being all that certain tract or parcel of land, lying and being situated in the ZENO PHILLIPS LEAGUE, A-45, in Bryan, Brazos County, Texas, and being all of that tract called 6.89 acres of land conveyed to Morris F. Hamilton, Jr., and Gary L. Woodard by A. B. Syptak, Jr., Trustee by deed recorded in Volume 411, Page 831 of the Deed Records of Brazos County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING: at a concrete monument with brass cap found marking the most northeasterly corner of this tract, said monument also being in the south right-of-way line of Villa Maria Road, as recorded in Volume 346, Page 79, and being at the most northwesterly corner of the Western National Bank Subdivision as recorded in Volume 517, Page 707;

THENCE: S 10° 52' 44" W - 269.52 feet along the west line of the said Western National Bank Subdivision to a concrete monument found for corner;

THENCE: S 45° 46' 29" W - 572.41 feet along the common boundary of this tract and the Texas A & M Dairy Farm Tract to a 1/2 inch iron rod found for corner;

THENCE: N 44° 25' 10" W - 484.88 feet to an iron rod for corner;

THENCE: N 45° 39' 11" E - 101.95 feet along the aforesaid Villa Maria right-of-way to a concrete monument with brass cap found for the Point of Curvature of a curve to the right;

THENCE: 794.35 feet in a northeasterly direction along the arc of said curve having a central angle of 51° 16' 55", a radius of 887.50 feet, a tangent of 426.00 feet and a long chord bearing N 71° 17' 39" E for a distance of 768.10 feet, to the POINT OF BEGINNING and containing 6.859 acres of land, more or less, according to a survey made under the supervision of Michael R. McClure, Registered Public Surveyor No. 2859, in November, 1982.

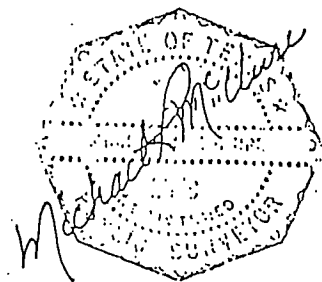
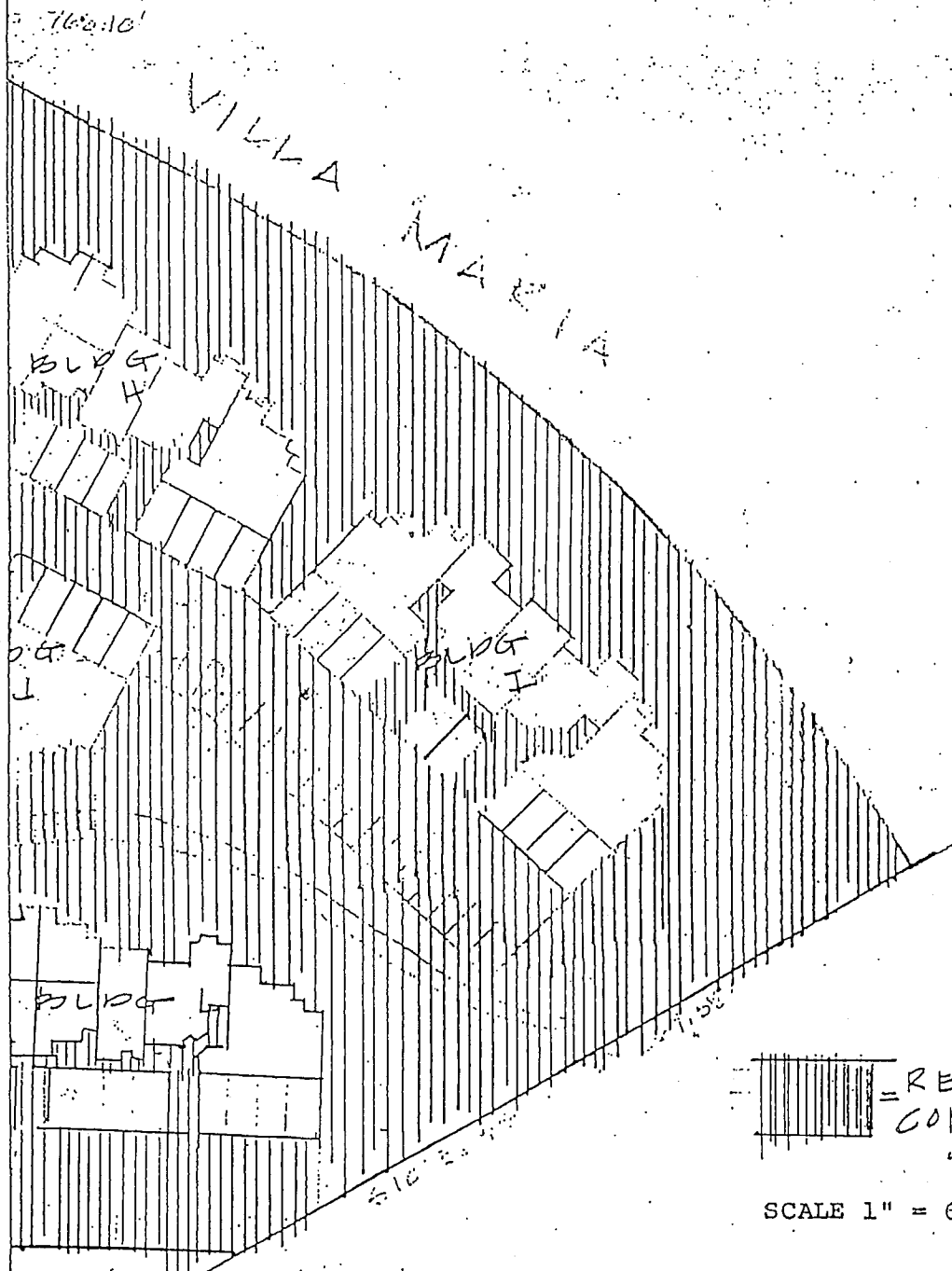



EXHIBIT "A"
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GENERAL CO
 BUILDINGS A THRU
 VOL. 633 PAGE 257



 = REPRESENTS COMMON AREAS

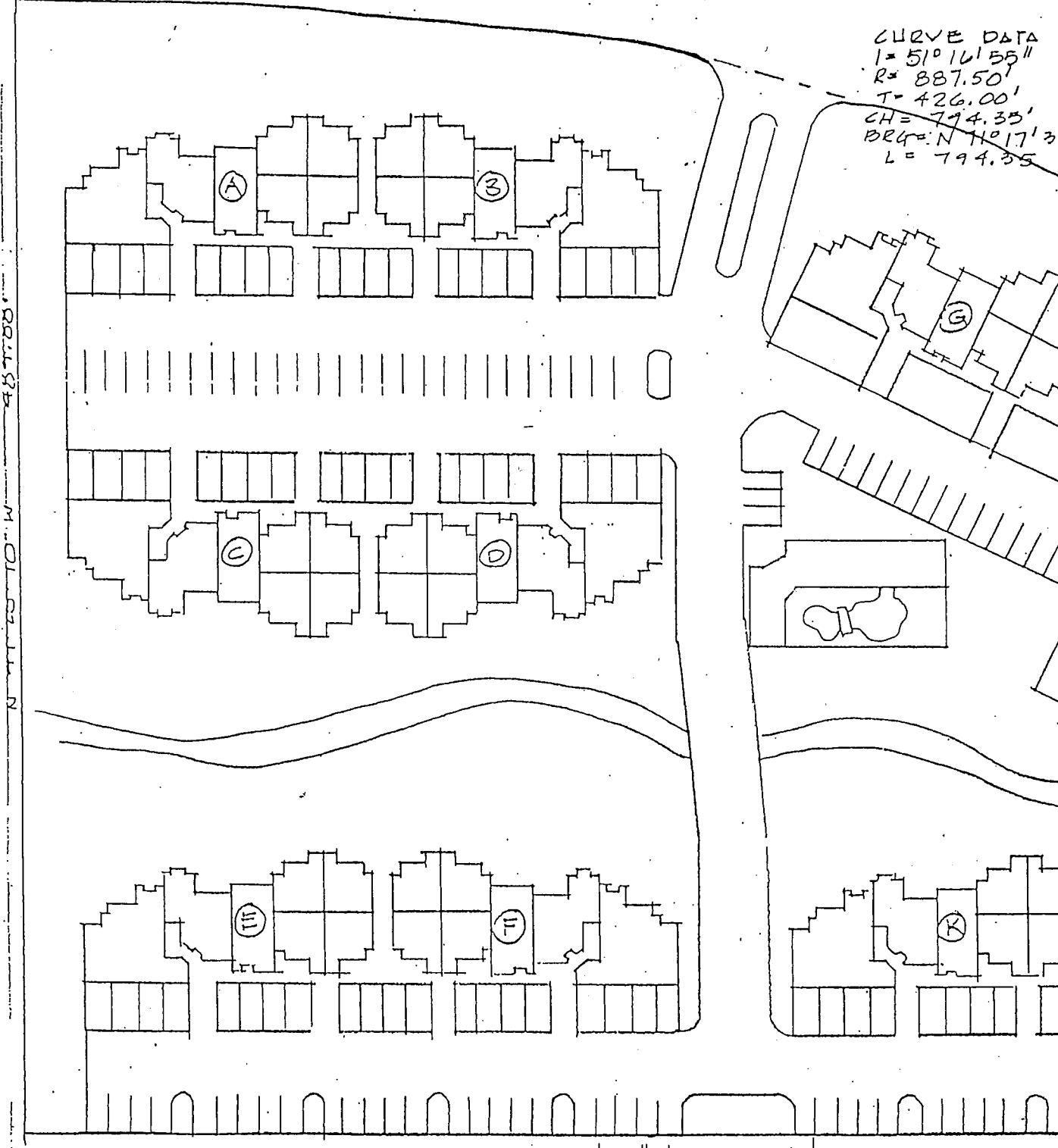
SCALE 1" = 60'

COMMON USE AREAS

FIRST & SECOND FLOORS

N 45° 39' 11" E 101.95'

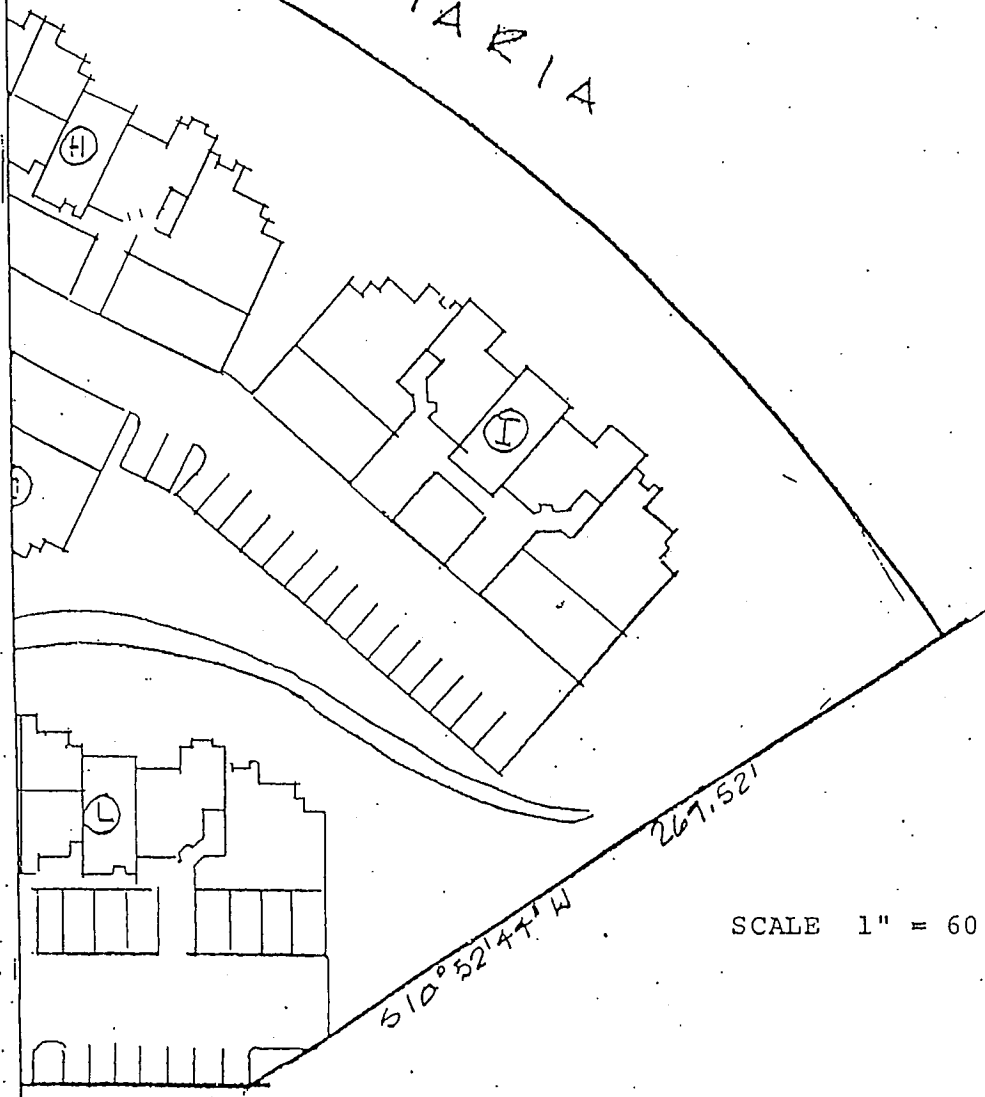
CURVE DATA
I = 51° 16' 55"
R = 887.50'
T = 426.00'
CH = 794.35'
BEAR: N 11° 17' 3"
L = 794.35'



S 45° 46' 29" W 572.41'

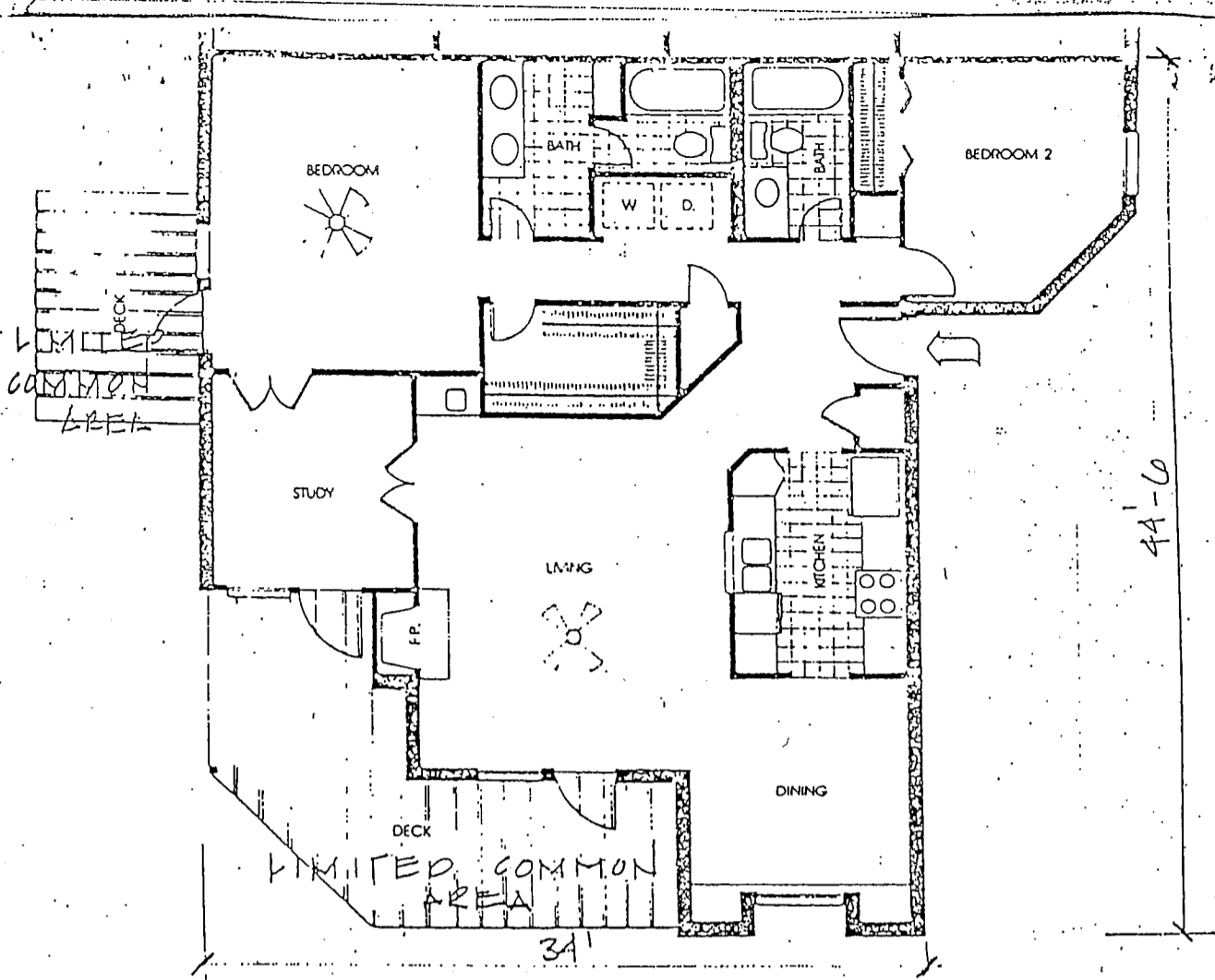
68.10°

VILLA MARIA



SCALE 1" = 60'

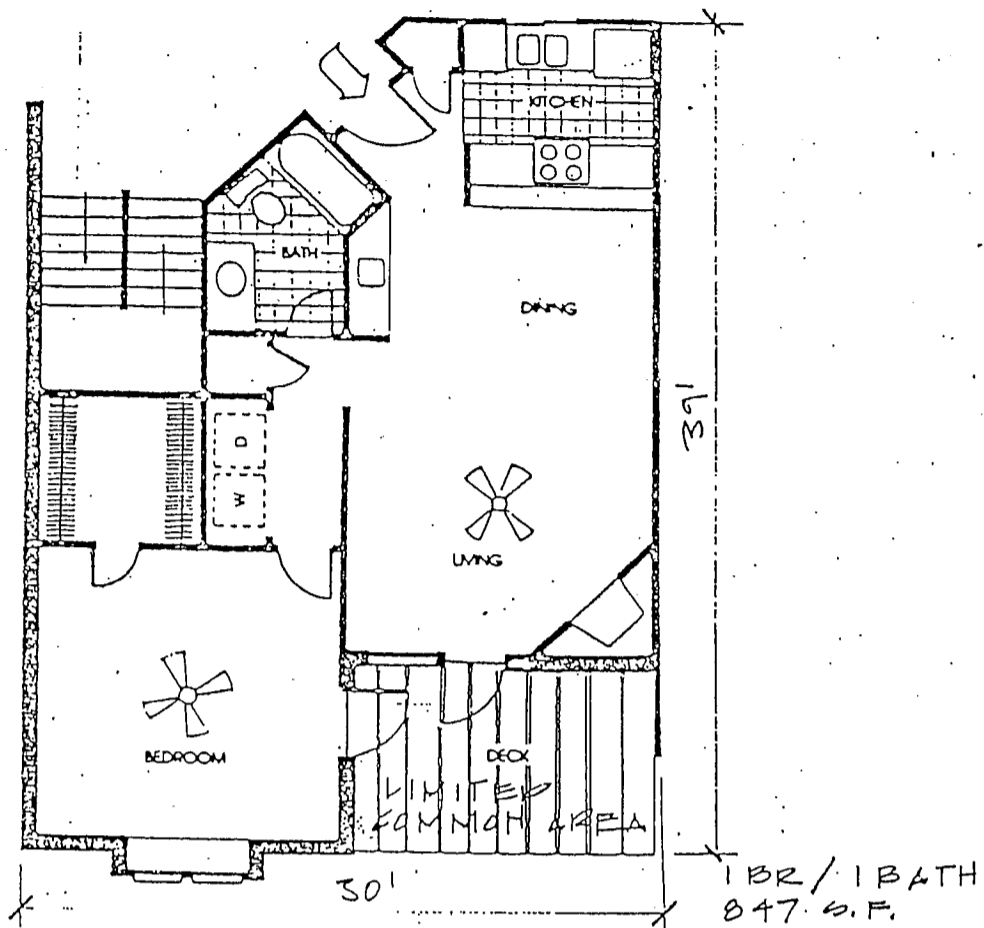
EXHIBIT "A"
Page 3 of 10 Pages



2BR/2BATH W/STUDY
1340 G.F.

TYPICAL FLOOR PLAN

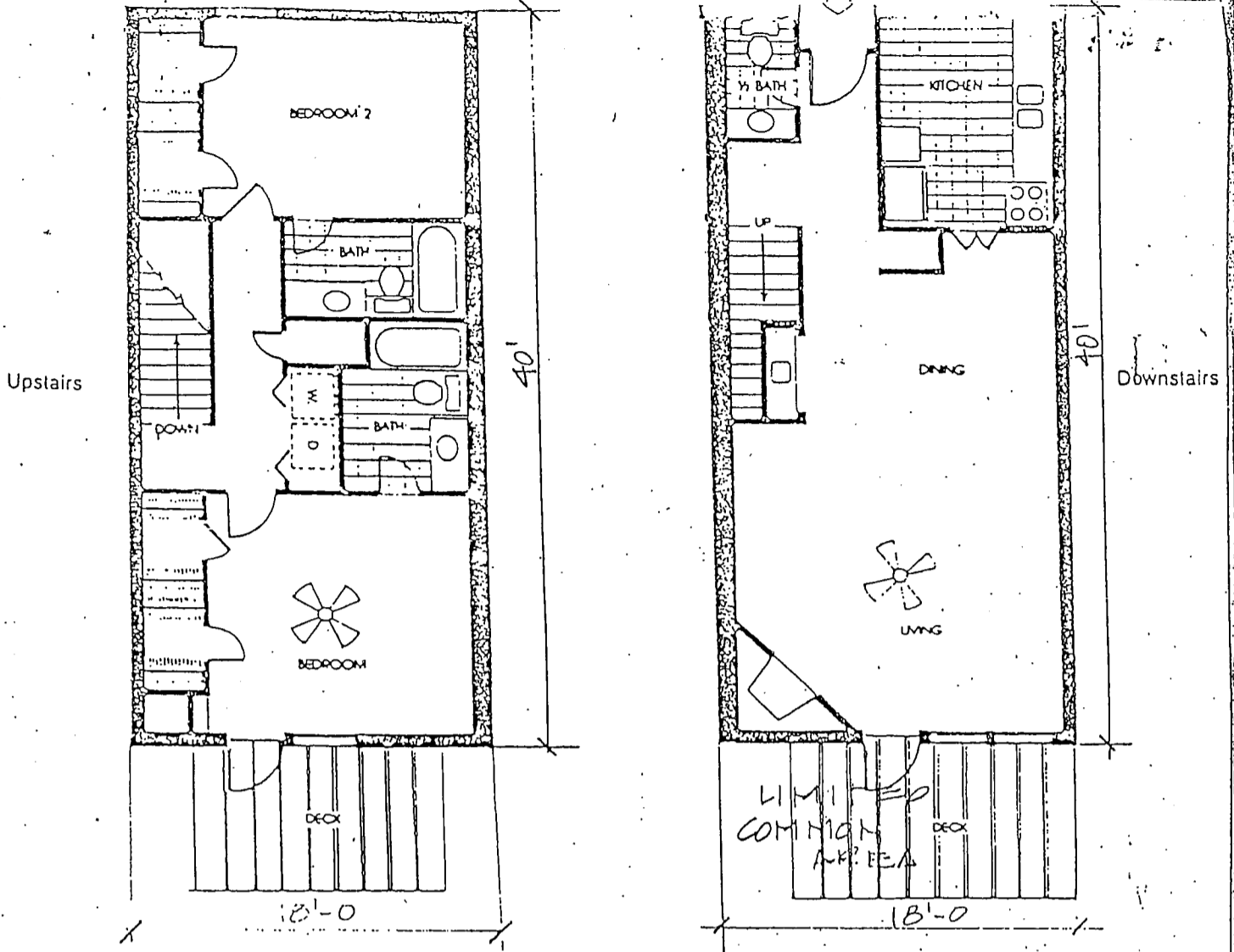
BLDG A	UNITS	NO	101, 201
BLDG B	UNITS	NO	114, 204
BLDG C	UNITS	NO	115, 205
BLDG D	UNITS	NO	128, 208
BLDG E	UNITS	NO	129, 209
BLDG F	UNITS	NO	142, 212
BLDG G	UNITS	NO	157, 217
BLDG H	UNITS	NO	170, 220
BLDG I	UNITS	NO	171, 221, 175, 224
BLDG J	UNITS	NO	177, 226
BLDG K	UNITS	NO	143, 213
BLDG L	UNITS	NO	156, 216



TYPICAL FLOOR PLAN

BLDG	A	—	UNITS	HO.	102, 202
BLDG	D	—	UNITS	HO.	113, 203
BLDG	C	—	UNITS	HO.	116, 206
BLDG	D	—	UNITS	HO.	127, 207
BLDG	E	—	UNITS	HO.	130, 210
BLDG	F	—	UNITS	HO.	141, 211
BLDG	G	—	UNITS	HO.	158, 218
BLDG	H	—	UNITS	HO.	169, 219
BLDG	I	—	UNITS	HO.	172, 222; 174, 223
BLDG	J	—	UNITS	HO.	176, 225
BLDG	K	—	UNITS	HO.	144, 214
BLDG	V	—	UNITS	HO.	155, 215

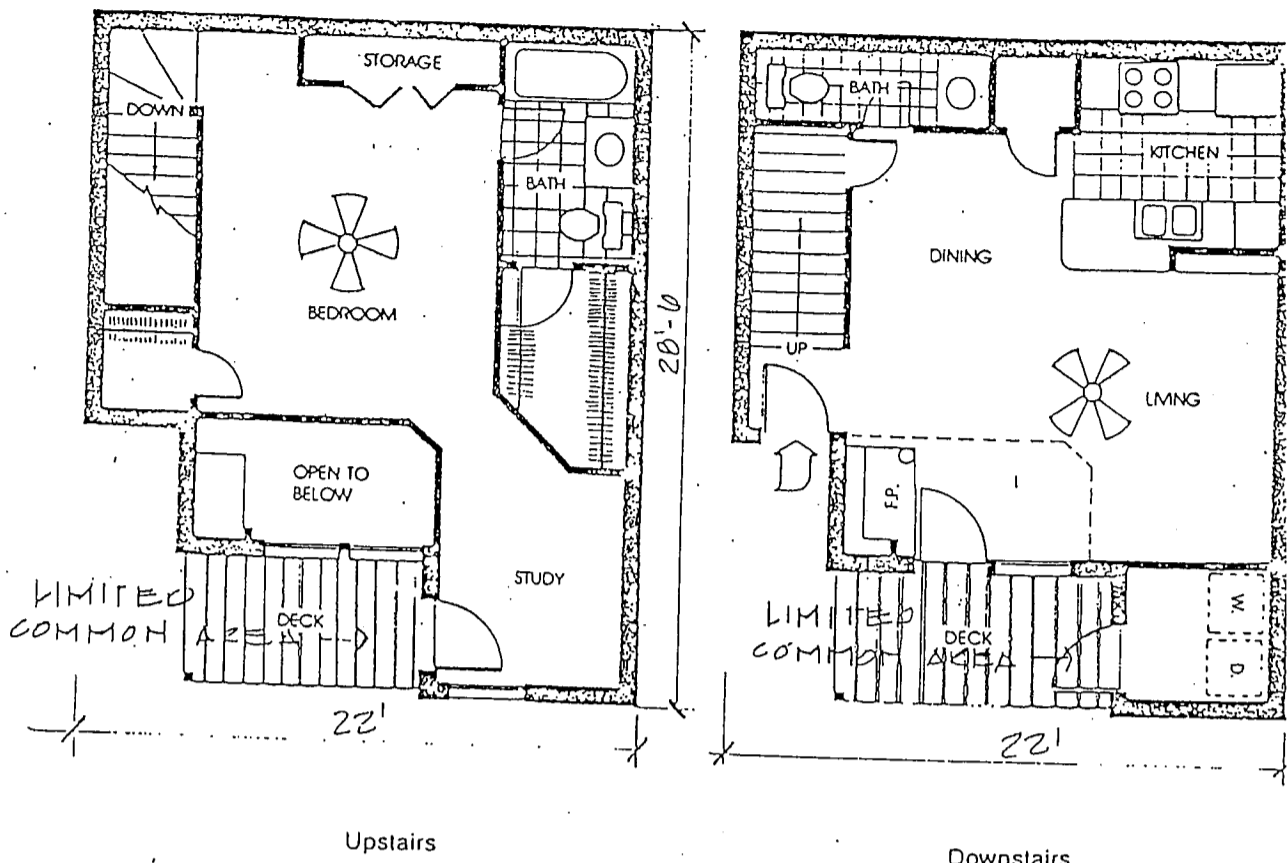
EXHIBIT "A"
Page 8 of 10 Pages



2 BR / 2 1/2 BATH
1440 S.F.

TYPICAL FLOOR PLAN

BLDG A	UNITS NO.	103
BLDG B	UNITS NO.	112
BLDG C	UNITS NO.	117
BLDG D	UNITS NO.	126
BLDG E	UNITS NO.	131
BLDG F	UNITS NO.	140
BLDG G	UNITS NO.	159
BLDG H	UNITS NO.	168
BLDG I	UNITS NO.	173
BLDG K	UNITS NO.	145
BLDG L	UNITS NO.	154



Upstairs

Downstairs

TYPICAL FLOOR PLAN

1 BR / 1/2 BATH W/
858 S.F.

BLDG A	UNITS NO.	104,	105,	106,	107
BLDG B	UNITS NO.	108,	109,	110,	111
BLDG C	UNITS NO.	118,	119,	120,	121
BLDG D	UNITS NO.	122,	123,	124,	125
BLDG E	UNITS NO.	132,	133,	134,	135
BLDG F	UNITS NO.	136,	137,	138,	139
BLDG G	UNITS NO.	140,	141,	142,	143
BLDG H	UNITS NO.	144,	145,	146,	147
BLDG K	UNITS NO.	144,	147,	148,	149
BLDG L	UNITS NO.	150,	151,	152,	153

THE OAKS OF VILLA MARIA

EXHIBIT "B"

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST</u>
A	101	1.27%
A	102	.77
A	103	1.36
A	104	.80
A	105	.80
A	106	.80
A	107	.80
A	201	1.27
A	202	.77
B	108	.80
B	109	.80
B	110	.80
B	111	.80
B	112	1.36
B	113	.77
B	114	1.27
B	203	.77
B	204	1.27
C	115	1.27
C	116	.77
C	117	1.36
C	118	.80
C	119	.80
C	120	.80
C	121	.80
C	205	1.27
C	206	.77
D	122	.80
D	123	.80
D	124	.80
D	125	.80
D	126	1.36
D	127	.77
D	128	1.27
D	207	.77
D	208	1.27
E	129	1.27
E	130	.77
E	131	1.36
E	132	.80
E	133	.80
E	134	.80
E	135	.80
E	209	1.27
E	210	.77
F	136	.80
F	137	.80
F	138	.80
F	139	.80
F	140	1.36
F	141	.77
F	142	1.27
F	211	.77
F	212	1.27

G	157	1.27
G	158	.77
G	159	1.36
G	160	.80
G	161	.80
G	162	.80
G	163	.80
G	217	1.27
G	218	.77
H	164	.80
H	165	.80
H	166	.80
H	167	.80
H	168	1.36
H	169	.77
H	170	1.27
H	219	.77
H	220	1.27
I	171	1.27
I	172	.77
I	173	1.36
I	174	.77
I	175	1.27
I	221	1.27
I	222	.77
I	223	.77
I	224	1.27
J	176	.77
J	177	1.27
J	225	.77
J	226	1.27
K	143	1.27
K	144	.77
K	145	1.36
K	146	.80
K	147	.80
K	148	.80
K	149	.80
K	213	1.27
K	214	.77
L	150	.80
L	151	.80
L	152	.80
L	153	.80
L	154	1.36
L	155	.77
L	156	1.27
L	215	.77
L	216	1.27

100.00%