

EXHIBIT "A"

Lot 1A, Block T/1036, THE CENTRUM, an Addition to the City of Dallas, Dallas County, Texas according to the plat recorded in Volume 86107, Page 6037, Deed Records of Dallas County, Texas.



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

EXHIBIT "B"

[PLANS FOLLOW THIS PAGE]



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

2005 153 0193

LANE'S SOUTHWEST SURVEYING, INC.

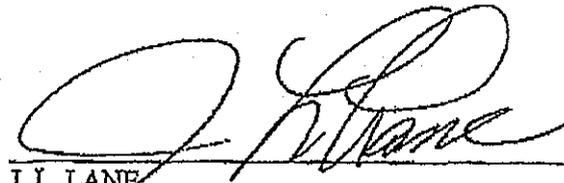
2717 Motley Drive, Suite B
Mesquite, Texas 75150-3861
PH (972) 681-4442 FAX (972) 681-4829

June 24, 2005

TRANSWESTERN COMMERCIAL SERVICES
c/o Locke Liddell & Sapp, LLP
Attn: Chris Schrauff
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201

Re: THE CENTRUM
3102 Oak Lawn Avenue
City of Dallas, Dallas County, Texas

The attached survey plat contains all of the information required by the Texas Uniform Condominium Act Sections 82.059(b) (1), (2), (3), (4), (5), (8), (9), (11) and (12) and 82.059(c).



J. L. LANE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2509

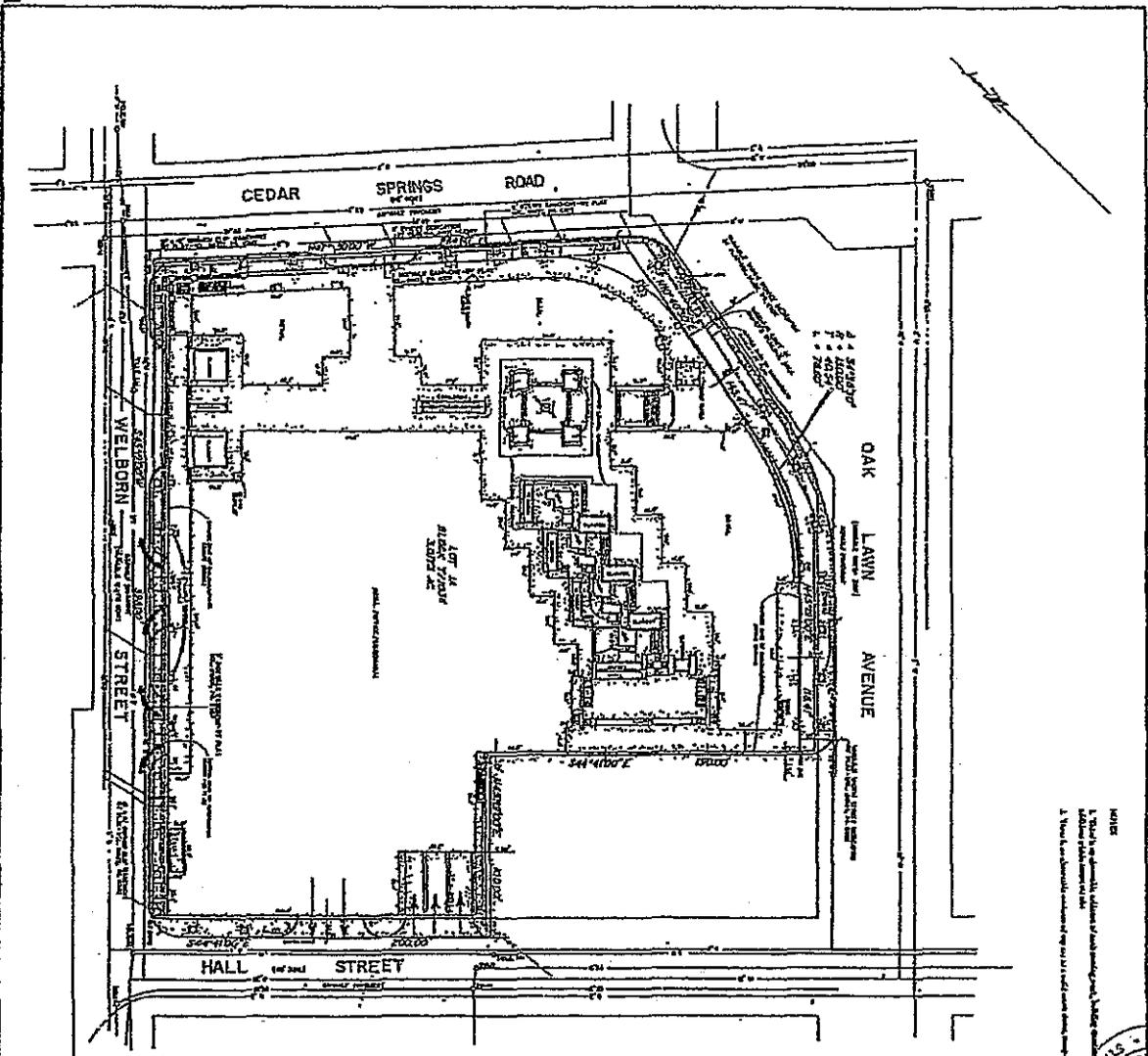
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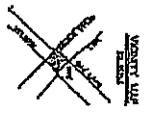
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FILED IN DALLAS
COUNTY CLERK'S OFFICE

C:\OFFICE\WPWIN\WPD\DCS\LETTERS\ID3-1176.WPD (RE)

2005153 0194

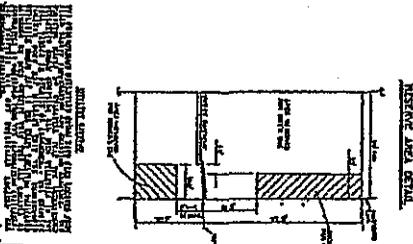


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 COUNTY CLERK'S OFFICE



LEGEND

1	As-Built
2	Proposed
3	Existing
4	Survey
5	Utility
6	Proposed
7	Proposed
8	Proposed
9	Proposed
10	Proposed
11	Proposed
12	Proposed
13	Proposed
14	Proposed
15	Proposed
16	Proposed
17	Proposed
18	Proposed
19	Proposed
20	Proposed
21	Proposed
22	Proposed
23	Proposed
24	Proposed
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26	Proposed
27	Proposed
28	Proposed
29	Proposed
30	Proposed
31	Proposed
32	Proposed
33	Proposed
34	Proposed
35	Proposed
36	Proposed
37	Proposed
38	Proposed
39	Proposed
40	Proposed
41	Proposed
42	Proposed
43	Proposed
44	Proposed
45	Proposed
46	Proposed
47	Proposed
48	Proposed
49	Proposed
50	Proposed



SURVEY
 AS-BUILT
 ALL OF LOT 14, BLOCK 71038
 CENTINIA APARTS
 CITY OF DALLAS DALLAS COUNTY, TEXAS

Survey conducted by: [Signature]
 Date: 03-11-07

NOTES

1. Refer to the site plan for details of the proposed construction.
2. All construction shall conform to the City of Dallas Building Code.
3. The owner shall be responsible for obtaining all necessary permits.
4. The survey was conducted on 03-11-07.
5. The survey was conducted by [Signature].
6. The survey was conducted at the address listed above.
7. The survey was conducted for the purpose of [Purpose].
8. The survey was conducted in accordance with the standards of the Surveying Board of Texas.
9. The survey was conducted in accordance with the standards of the State Board of Professional Engineers and Land Surveyors.
10. The survey was conducted in accordance with the standards of the International Surveying and Mapping Standards.
11. The survey was conducted in accordance with the standards of the American Society of Civil Engineers.
12. The survey was conducted in accordance with the standards of the American Society of Professional Surveyors.
13. The survey was conducted in accordance with the standards of the American Society of Professional Engineers.
14. The survey was conducted in accordance with the standards of the American Society of Professional Land Surveyors.
15. The survey was conducted in accordance with the standards of the American Society of Professional Engineers and Land Surveyors.
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48. The survey was conducted in accordance with the standards of the American Society of Professional Engineers and Land Surveyors.
49. The survey was conducted in accordance with the standards of the American Society of Professional Engineers and Land Surveyors.
50. The survey was conducted in accordance with the standards of the American Society of Professional Engineers and Land Surveyors.

PLANS

The attached Plans contain the information required by the Texas Uniform Condominium Act Section 82.059, subsections (b)(6), (b)(7), (b)(10) and (d).

The Centrum Dallas, Texas

23 June 2005

These documents may not be used for regulatory approval, permit, or construction. These documents were reviewed, but were not prepared, by Barry Alan Maners, ENTOS Design.

Barry Alan Maners
12510

ENTOS Design
5420 LBJ Freeway, Suite 100
Suite 100
Dallas, Texas 75240



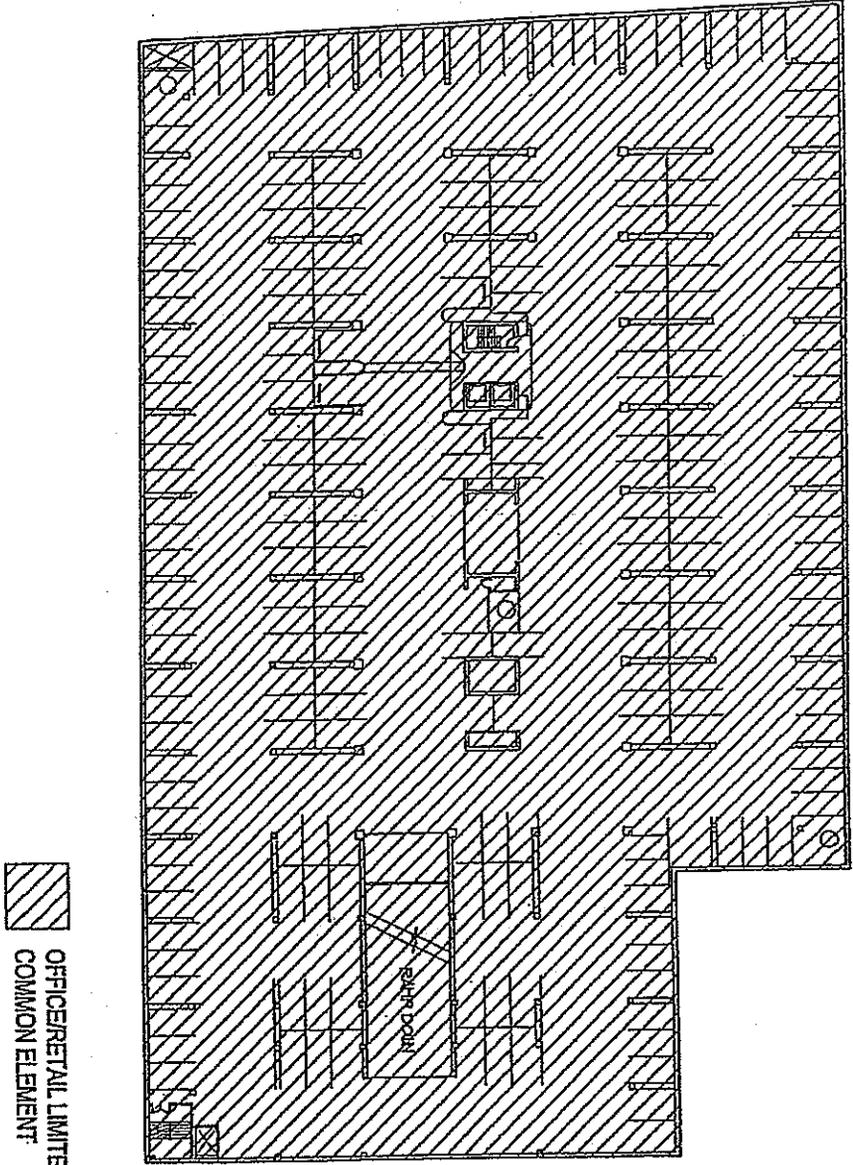
TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

2005 | 53 0196

The Centrum
3102 OAK LAWN AVE.

FLOOR: PARKING
LEVEL: 4
DATE: 6/23/05

ENTOS
Design



OFFICE/RETAIL LIMITED
COMMON ELEMENT

SCALE 1/8" = 1'-0"
1/4" = 3'-0"



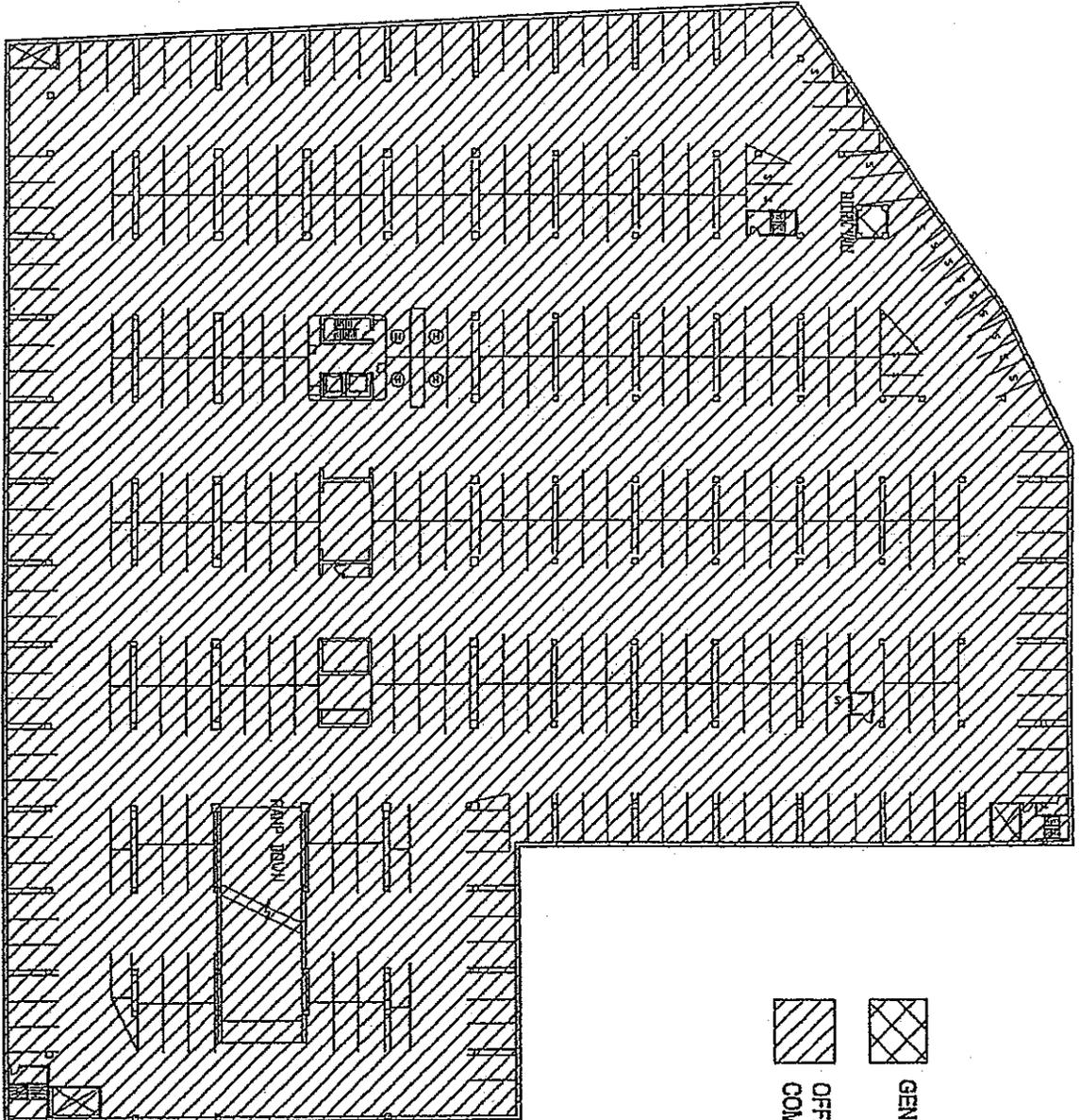
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COPY OF ORIGINAL
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COUNTY CLERK'S OFFICE

2005 | 53 0197

The Centrum
3102 OAK LAWN AVE.

FLOOR: P3
DATE: 06/23/05

ENTOS
Design



SCALE 1/8" = 1'-0"



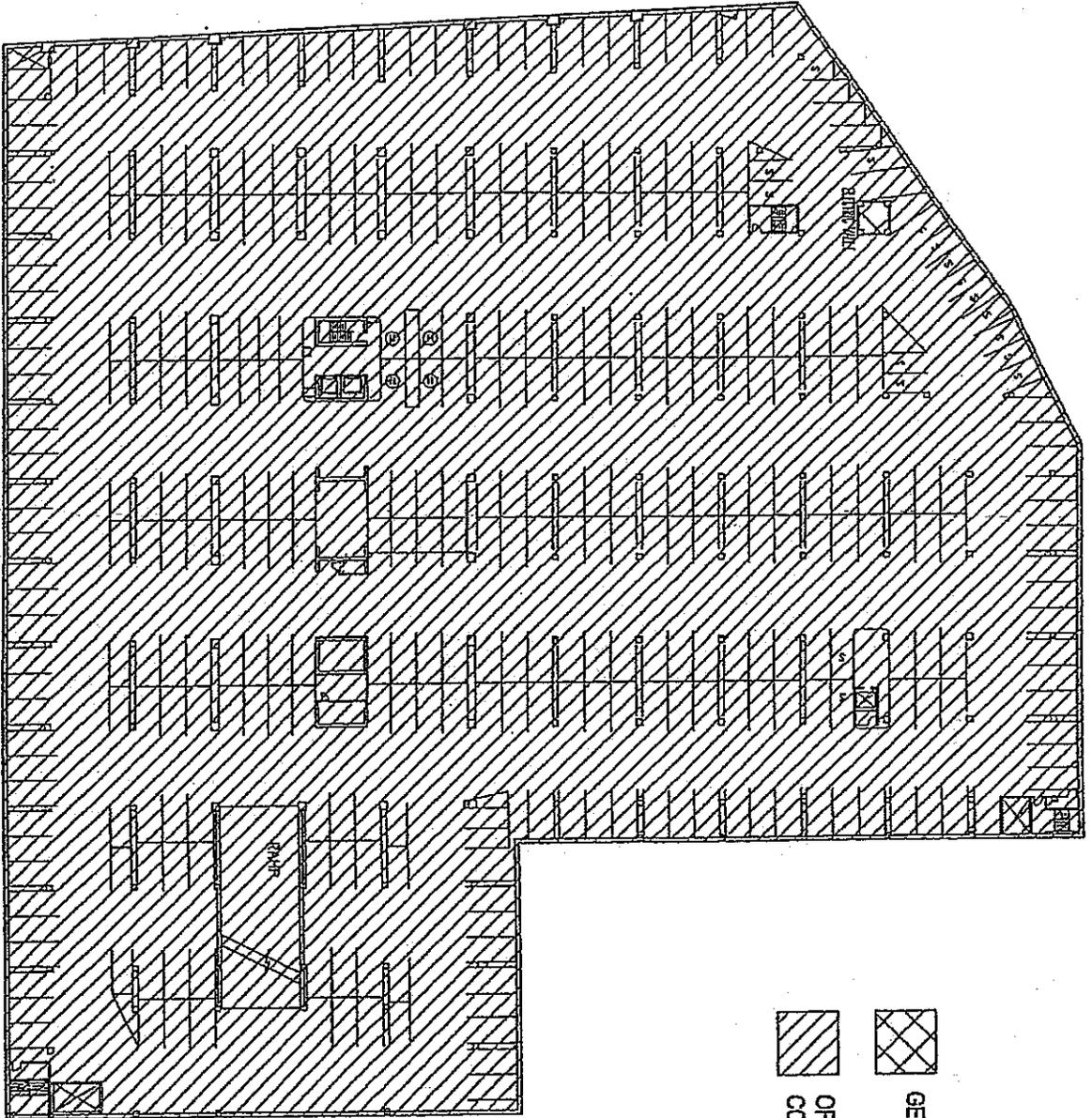
TRUE AND CORRECT
COPY OF ORIGINAL
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COUNTY CLERK'S OFFICE

2005 | 53 0198

The Centrum
3102 OAK LAWN AVE.

FLOOR: P2
DATE: 06/23/05

ENTOS
Design



 OFFICE/RETAIL LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT

SCALE 1/5" = 30'



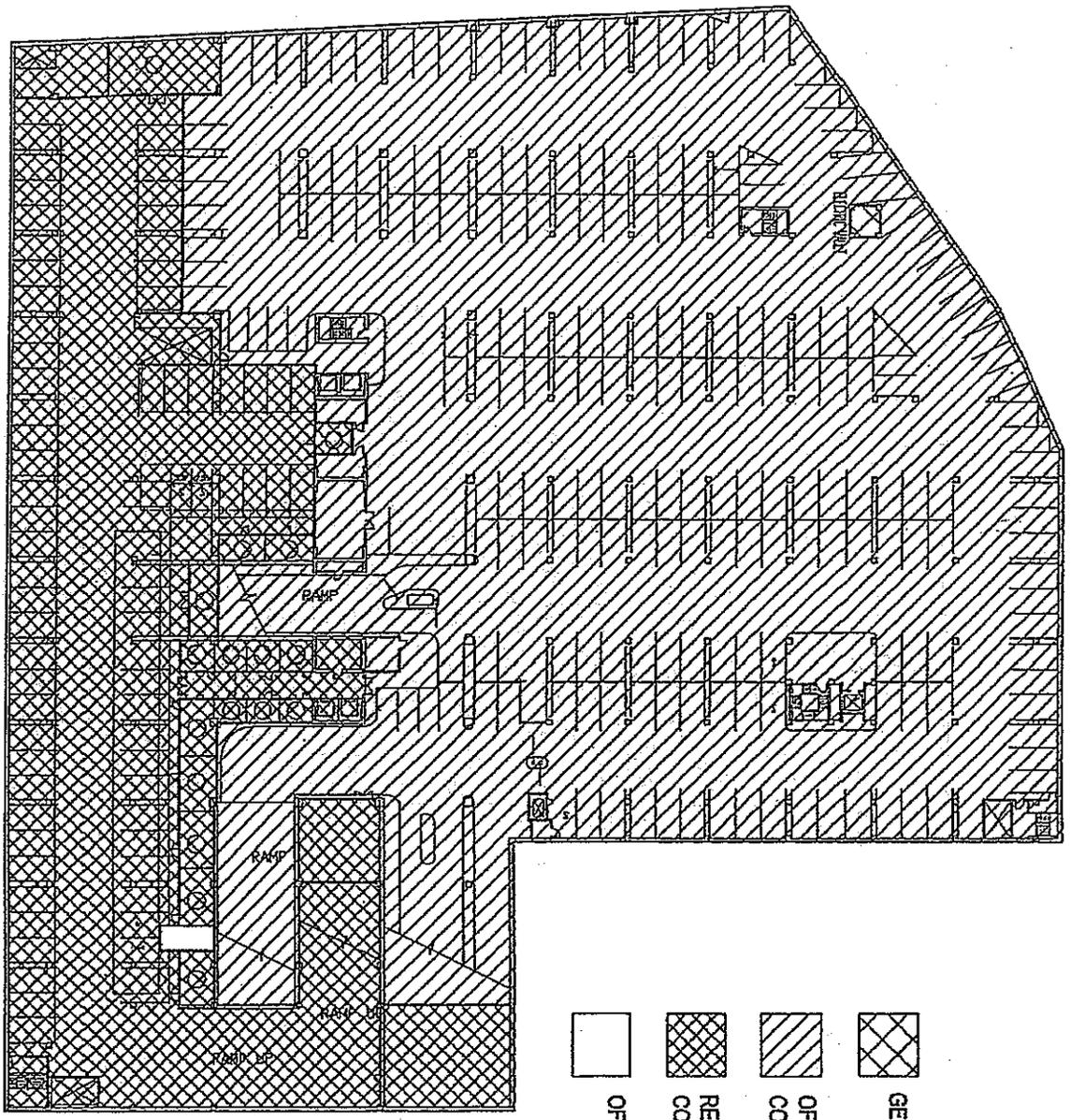
TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

2005 | 53 0199

The Centrum
 3102 OAK LAWN AVE.

FLOOR: P1
 DATE: 06/23/05

ENTOS
 Design



-  OFFICE UNIT
-  RESIDENTIAL LIMITED COMMON ELEMENT
-  OFFICE/RETAIL LIMITED COMMON ELEMENT
-  GENERAL COMMON ELEMENT

SCALE
 1/8" = 1'-0"
 1/4" = 3'-0"



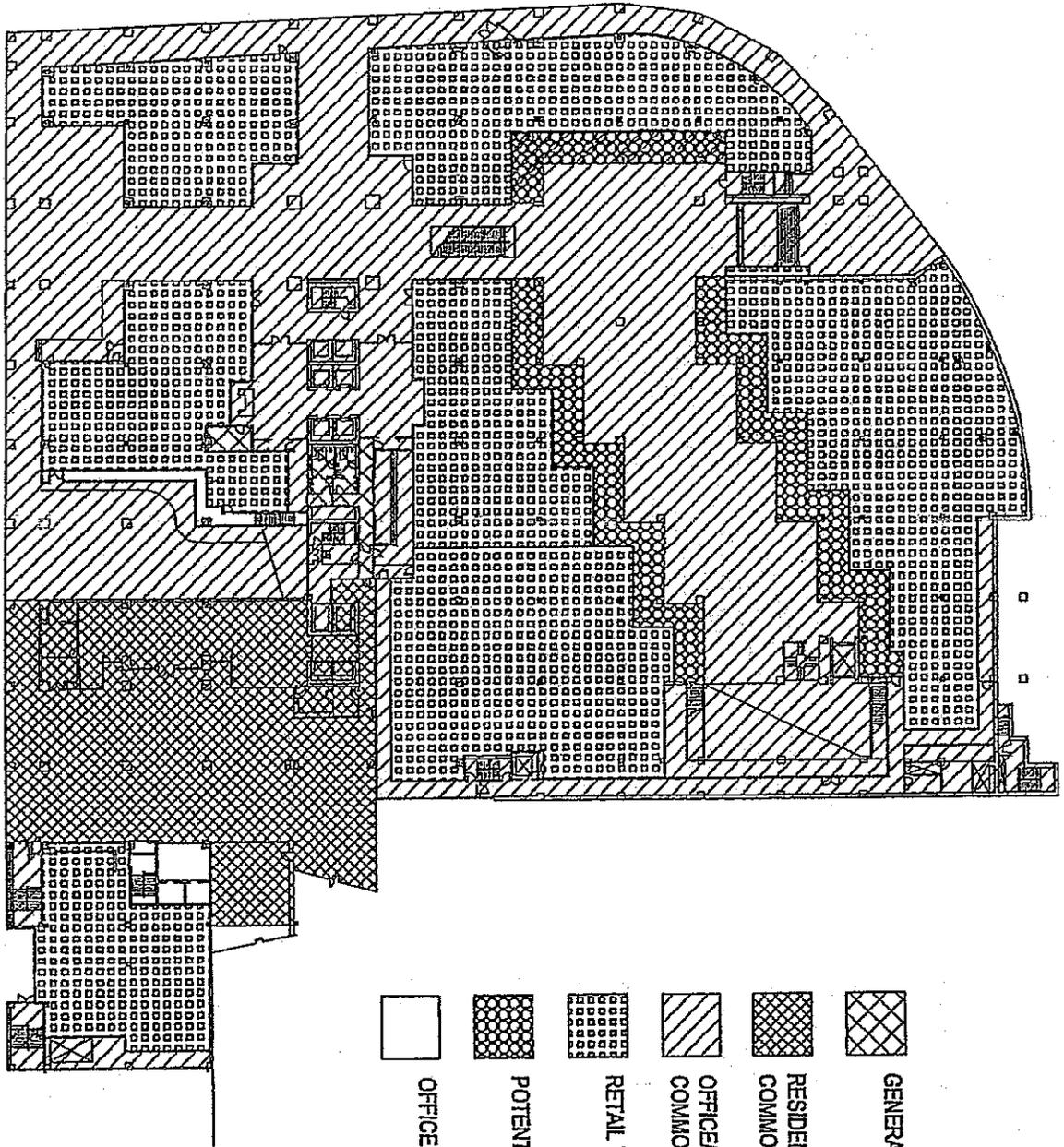
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2005 | 53 0200

The Centrum
3102 OAK LAWN AVE.

FLOOR: 1st
DATE: 06/23/05

ENTOS
Design



-  GENERAL COMMON ELEMENT
-  RESIDENTIAL LIMITED COMMON ELEMENT
-  OFFICE/RETAIL LIMITED COMMON ELEMENT
-  OFFICE UNIT
-  RETAIL UNITS
-  POTENTIAL RETAIL EXPANSION

SCALE
15'
5' 30'



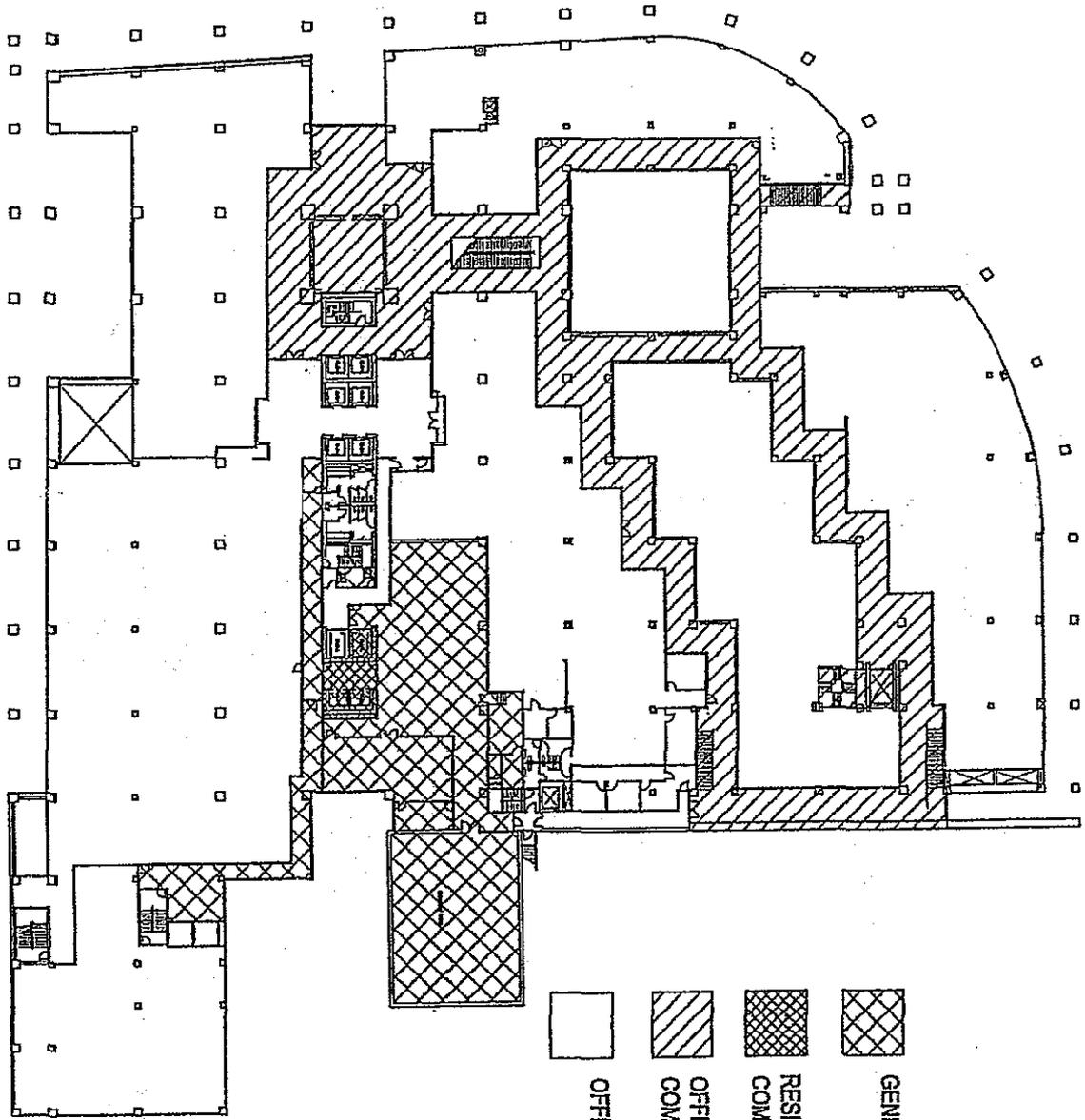
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2005 | 53 0201

The Centrum
3102 OAK LAWN AVE.

FLOOR: 2nd
DATE: 06/23/05

ENTOS
Design



SCALE
1" = 30'

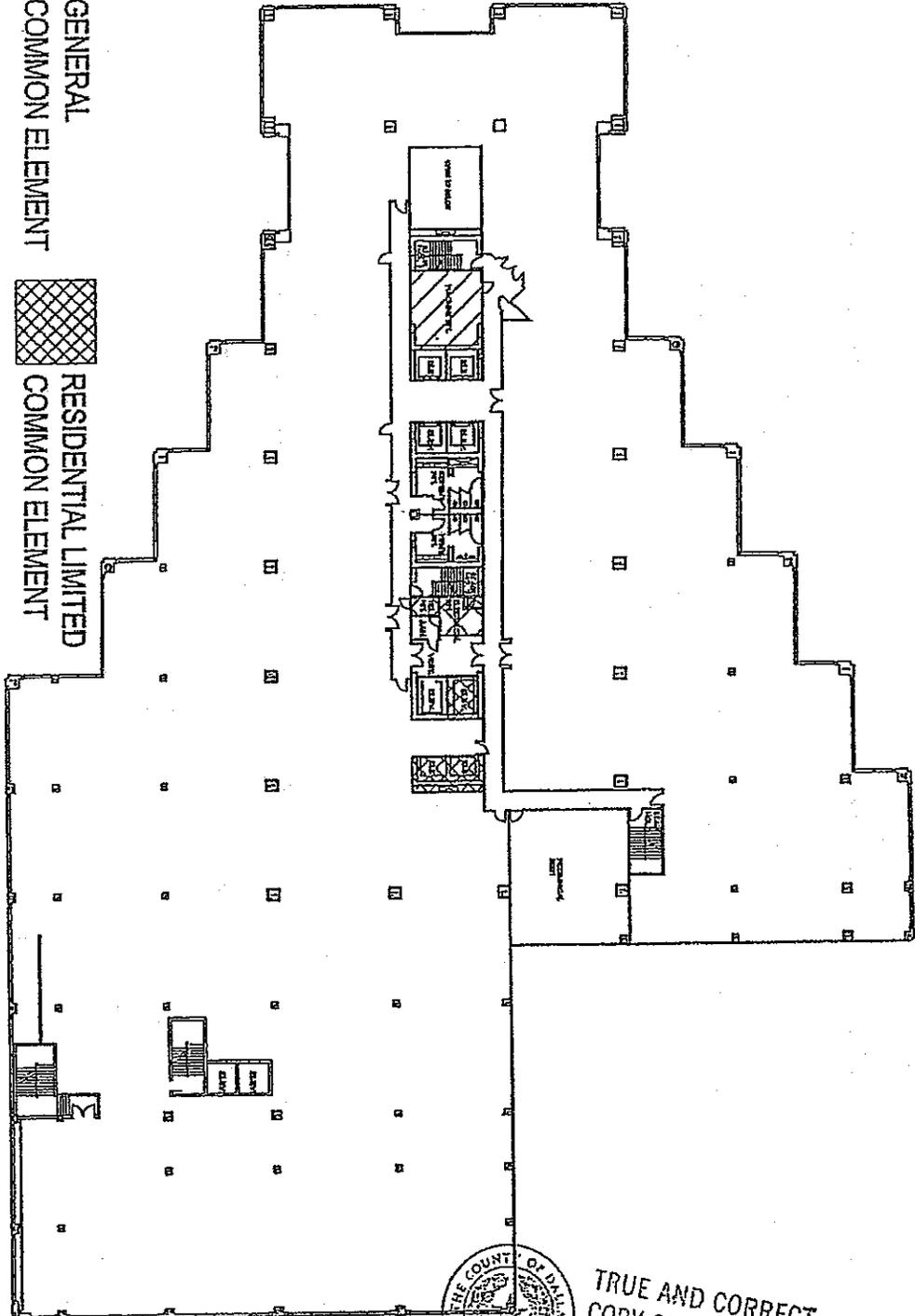


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2005 | 53 0203

 GENERAL
COMMON ELEMENT
 OFFICE UNIT

 RESIDENTIAL LIMITED
COMMON ELEMENT
 OFFICE/RETAIL LIMITED
COMMON ELEMENT



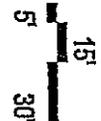
The Centrum

3102 OAK LAWN AVE.

FLOOR: 3rd

DATE: 06/23/05

ENTOS
Design

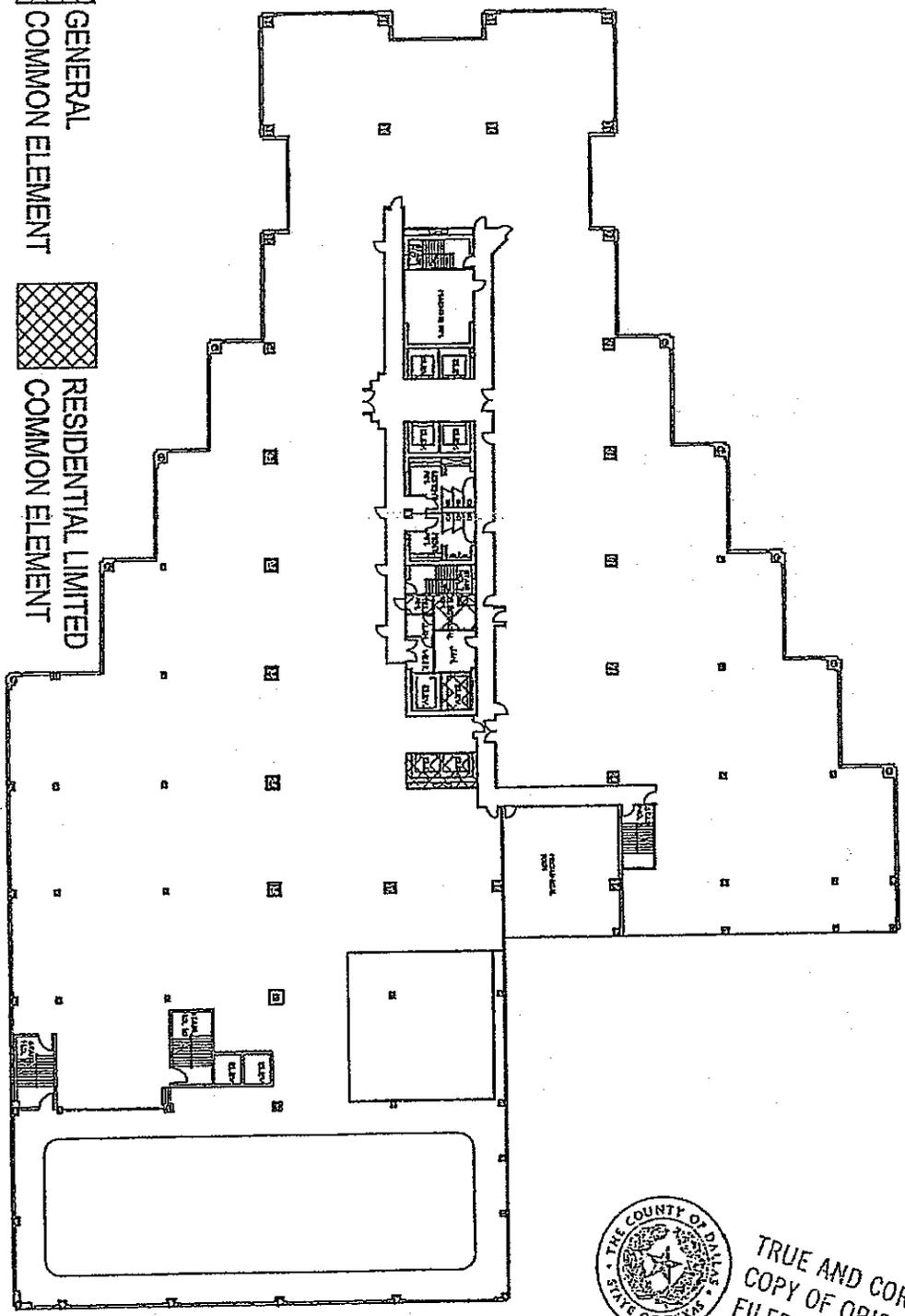
SCALE




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2005 153 0204

-  GENERAL COMMON ELEMENT
-  RESIDENTIAL LIMITED COMMON ELEMENT
-  OFFICE UNIT
-  OFFICE/RETAIL LIMITED COMMON ELEMENT



The Centrum

3102 OAK LAWN AVE

FLOOR: 4th
DATE: 06/23/05

ENTOS
Design



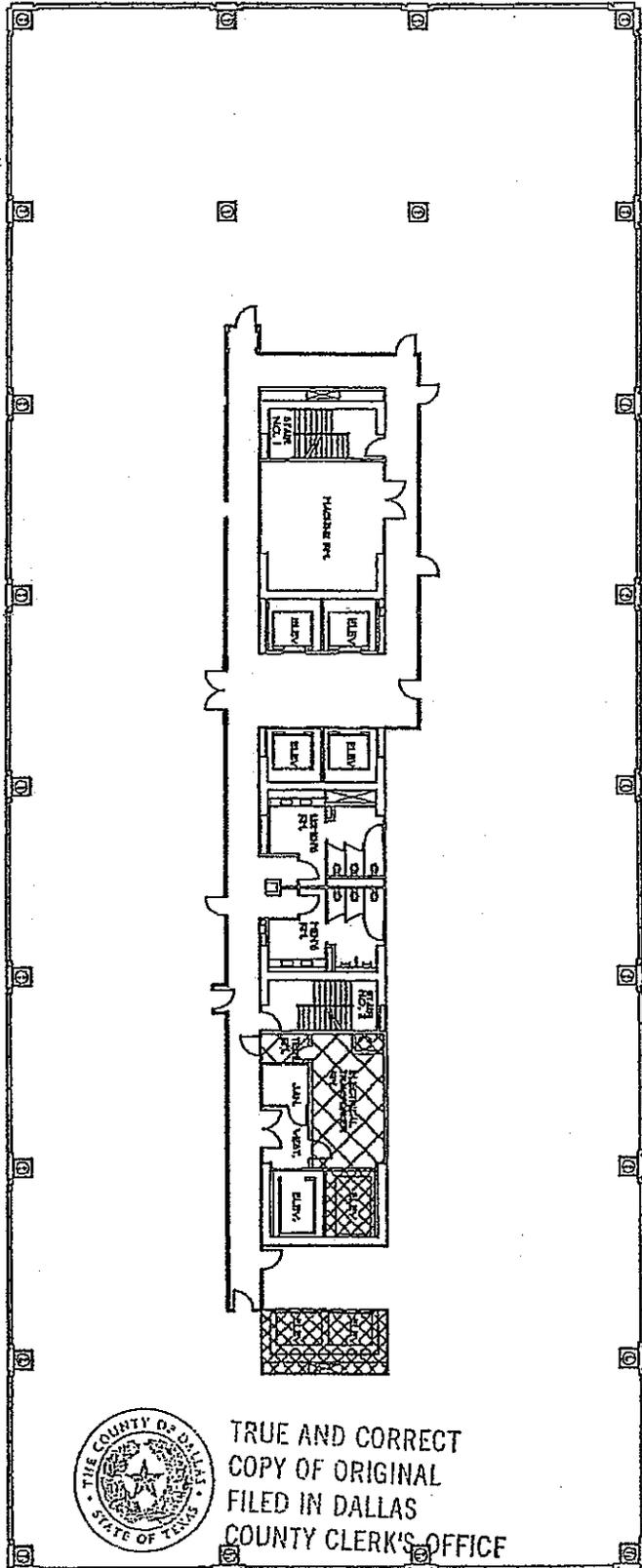
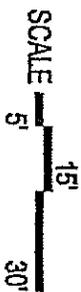
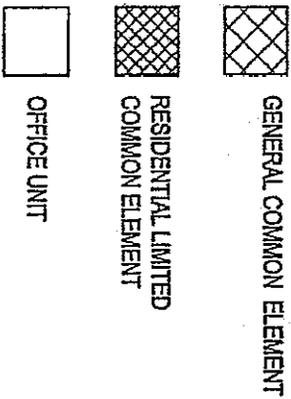
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COUNTY CLERK'S OFFICE

2005 153 0205

The Centrum
 3102 OAK LAWN AVE.

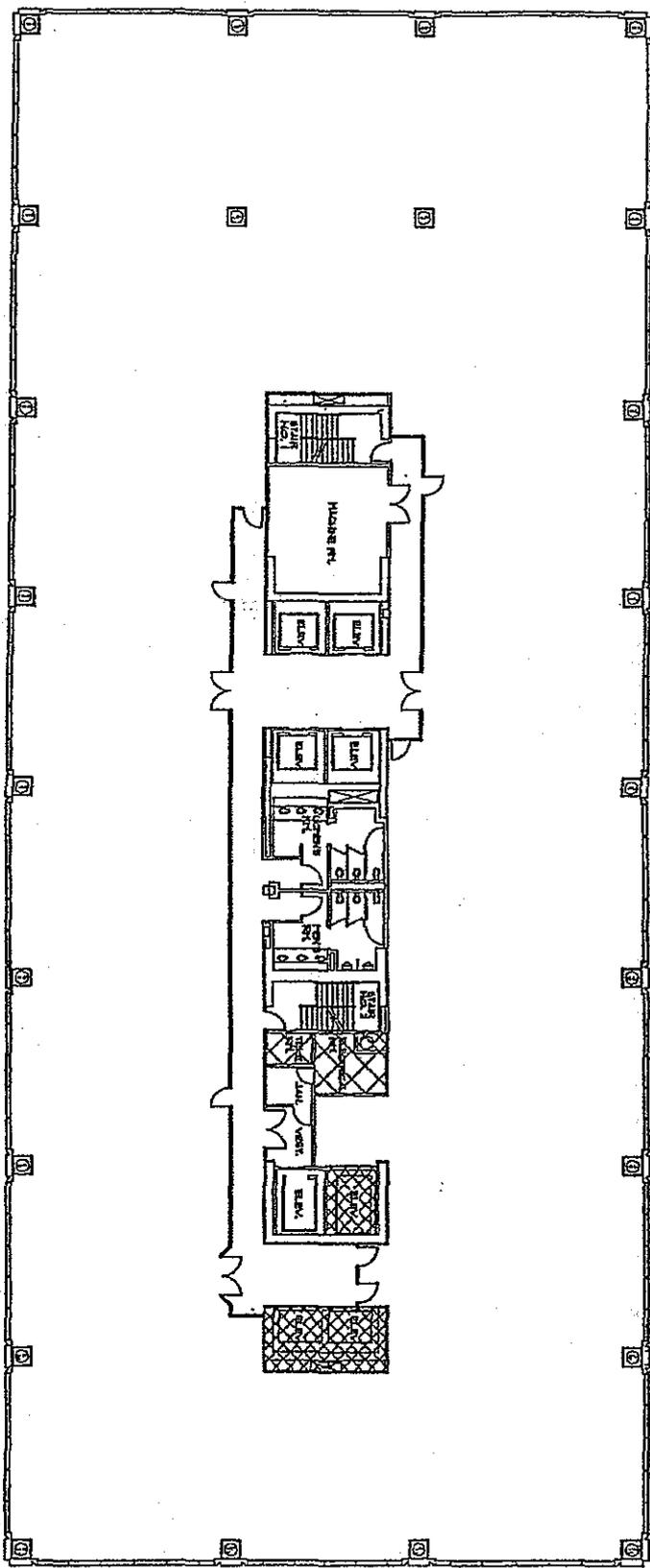
FLOOR: 5th
 DATE: 06/23/05

ENTOS
 Design

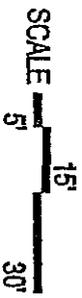




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-  GENERAL COMMON ELEMENT
-  RESIDENTIAL LIMITED COMMON ELEMENT
-  OFFICE UNIT



The Centrum
 3102 OAK LAWN AVE.

FLOOR: 6th
 DATE: 06/23/05

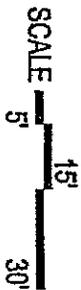
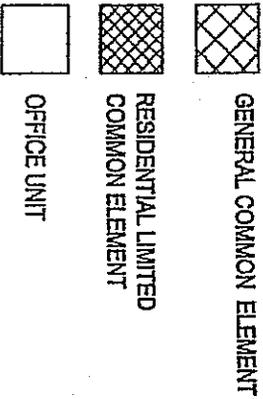
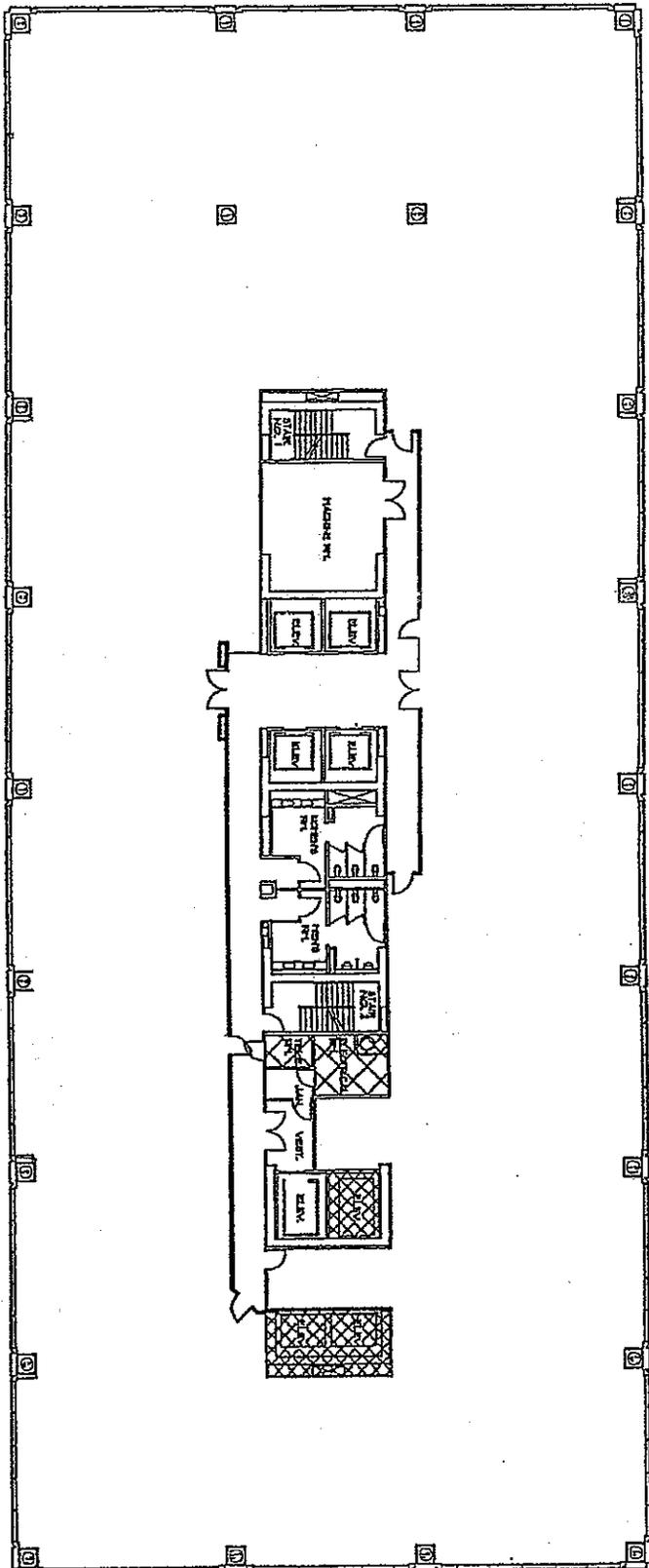
ENTOS
 Design



2005 153 0207



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COUNTY CLERK'S OFFICE



The Centrum

3102 OAK LAWN AVE.

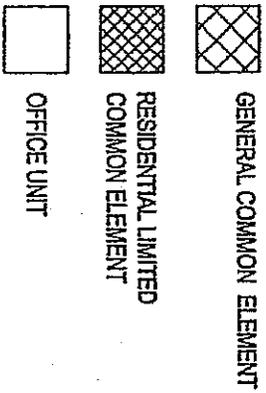
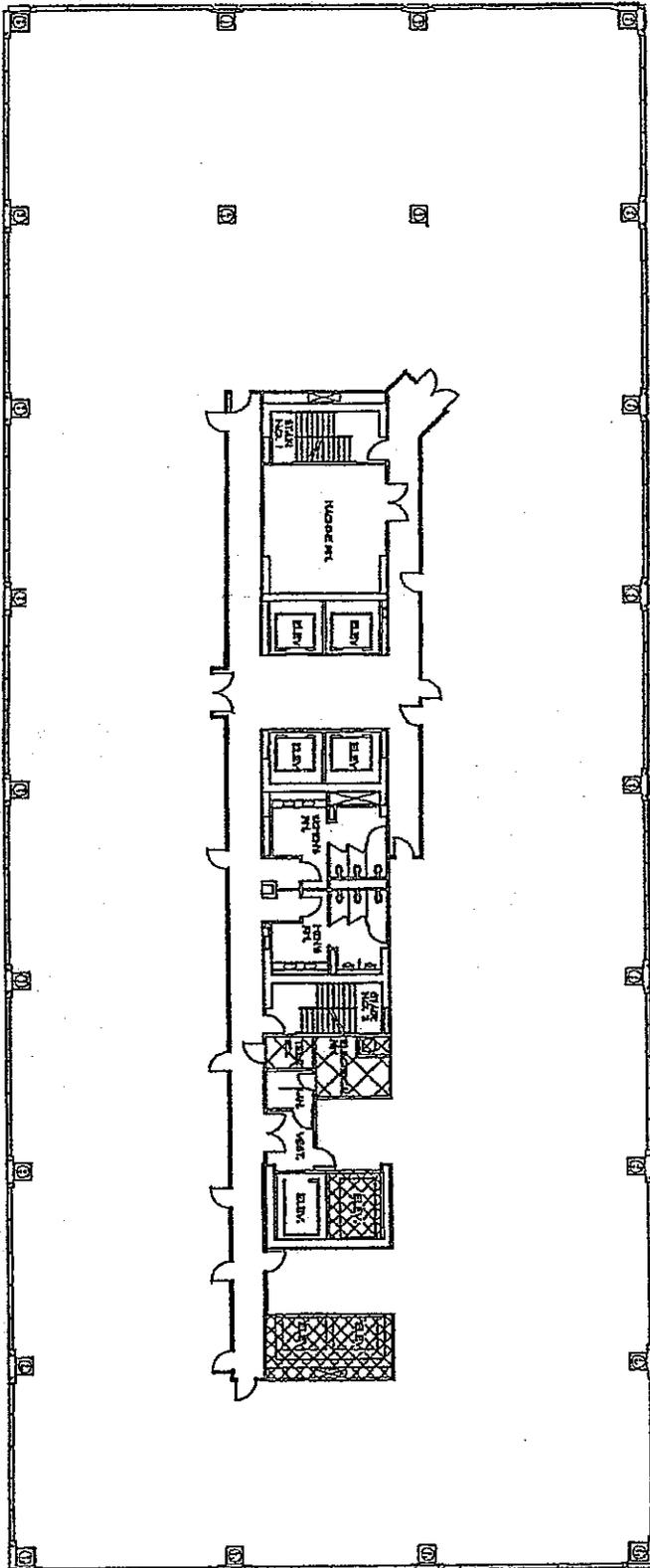
FLOOR: 7th
DATE: 06/23/05

ENTOS
Design

2005 | 53 0208



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 COUNTY CLERK'S OFFICE



The Centrum

3102 OAK LAWN AVE.

FLOOR: 8th
 DATE: 06/23/05

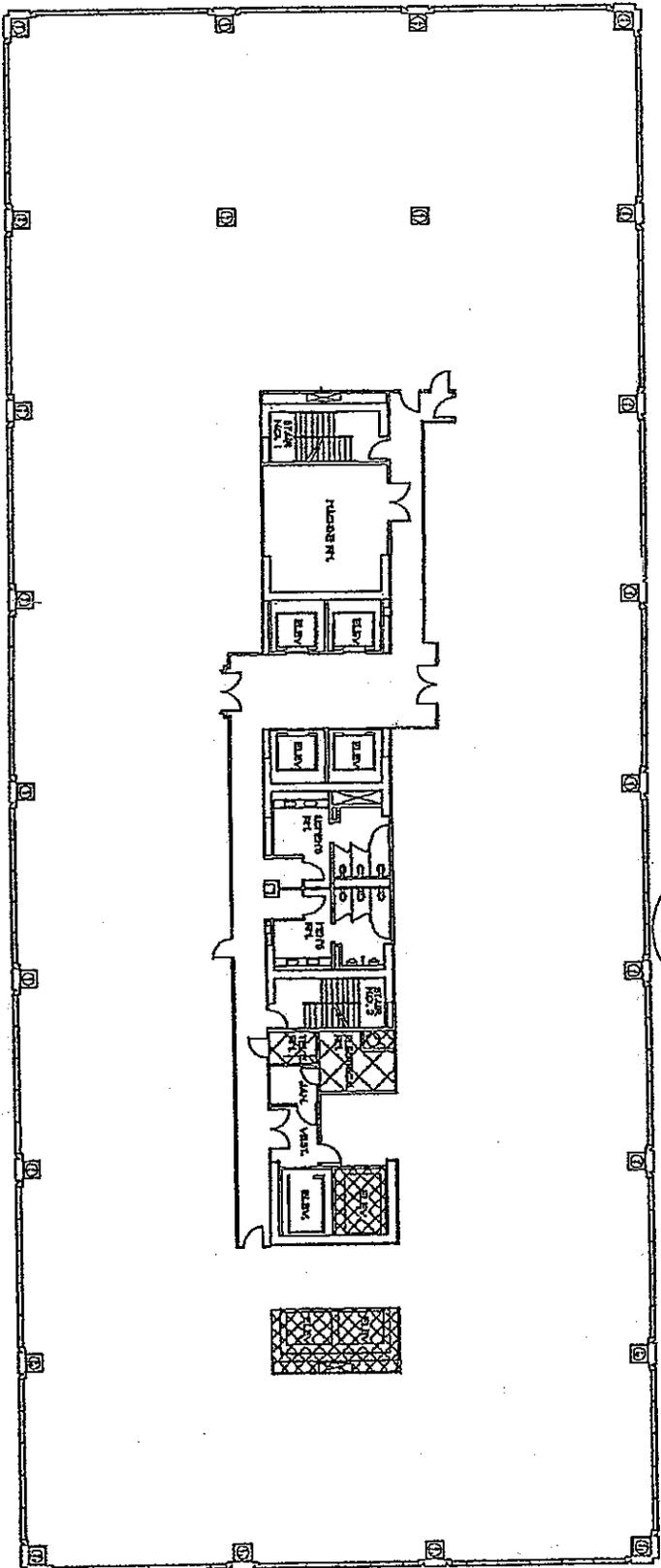
ENTOS
 Design



2005153 0209



TRUE AND CORRECT
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2005 | 53 0210

-  GENERAL COMMON ELEMENT
-  RESIDENTIAL LIMITED COMMON ELEMENT
-  OFFICE UNIT

SCALE
 5' 15' 30'



The Centrum

3102 OAK LAWN AVE.

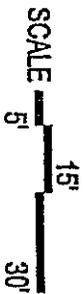
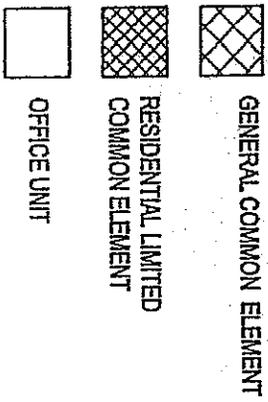
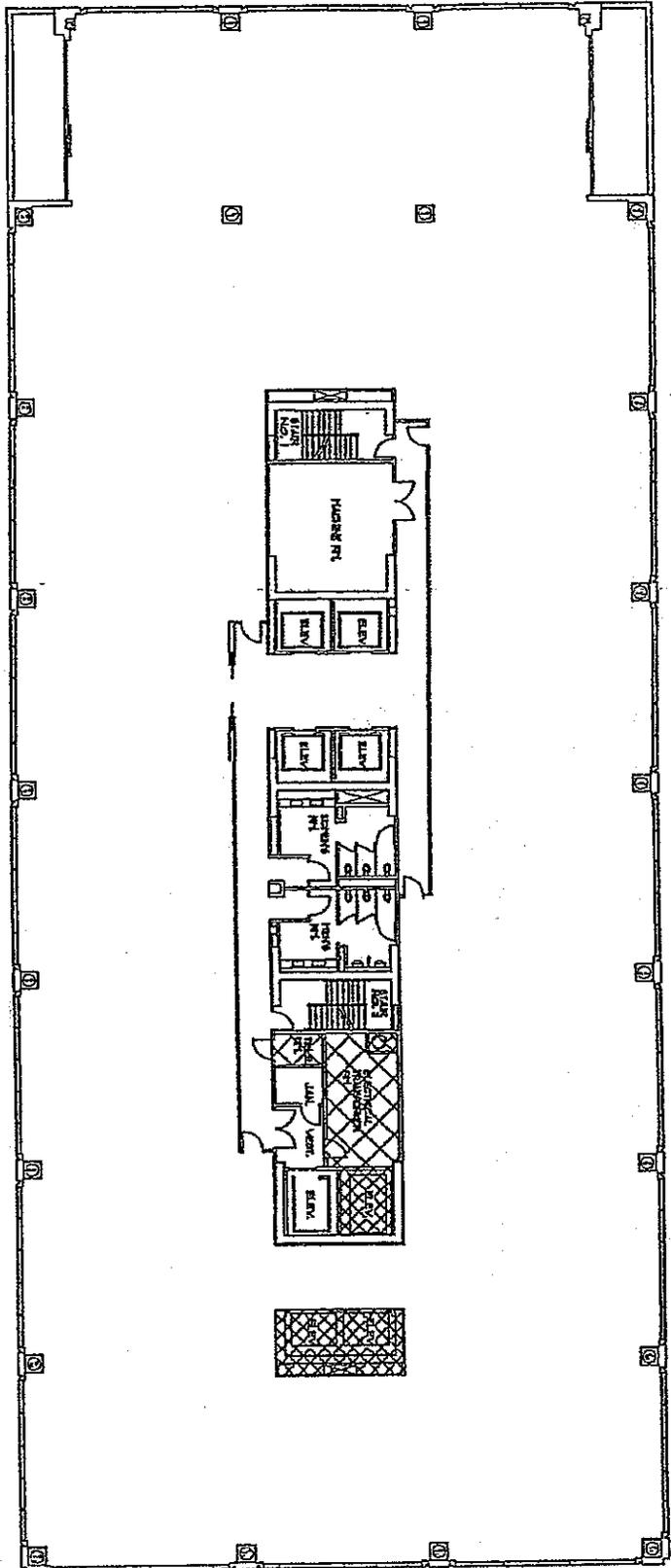
FLOOR: 9th
 DATE: 06/23/05

ENTOS
 Design





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 COUNTY CLERK'S OFFICE



The Centrum
 3102 OAK LAWN AVE.

FLOOR: 10th
 DATE: 06/23/05

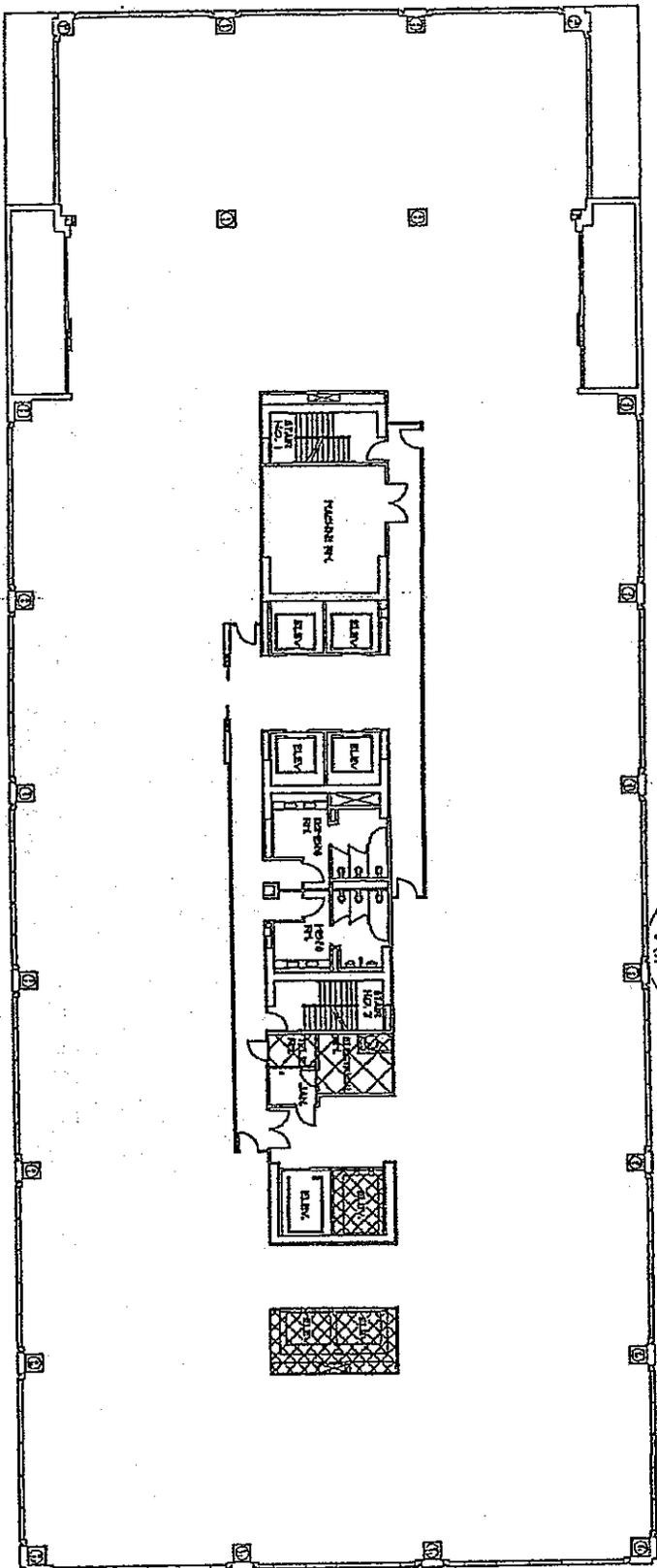
ENTOS
 Design



2005 153 0211



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COUNTY CLERKS OFFICE



-  GENERAL COMMON ELEMENT
-  RESIDENTIAL LIMITED COMMON ELEMENT
-  OFFICE UNIT

SCALE 5' 15' 30'



The Centrum

3102 OAK LAWN AVE.

FLOOR: 11th
DATE: 06/23/05

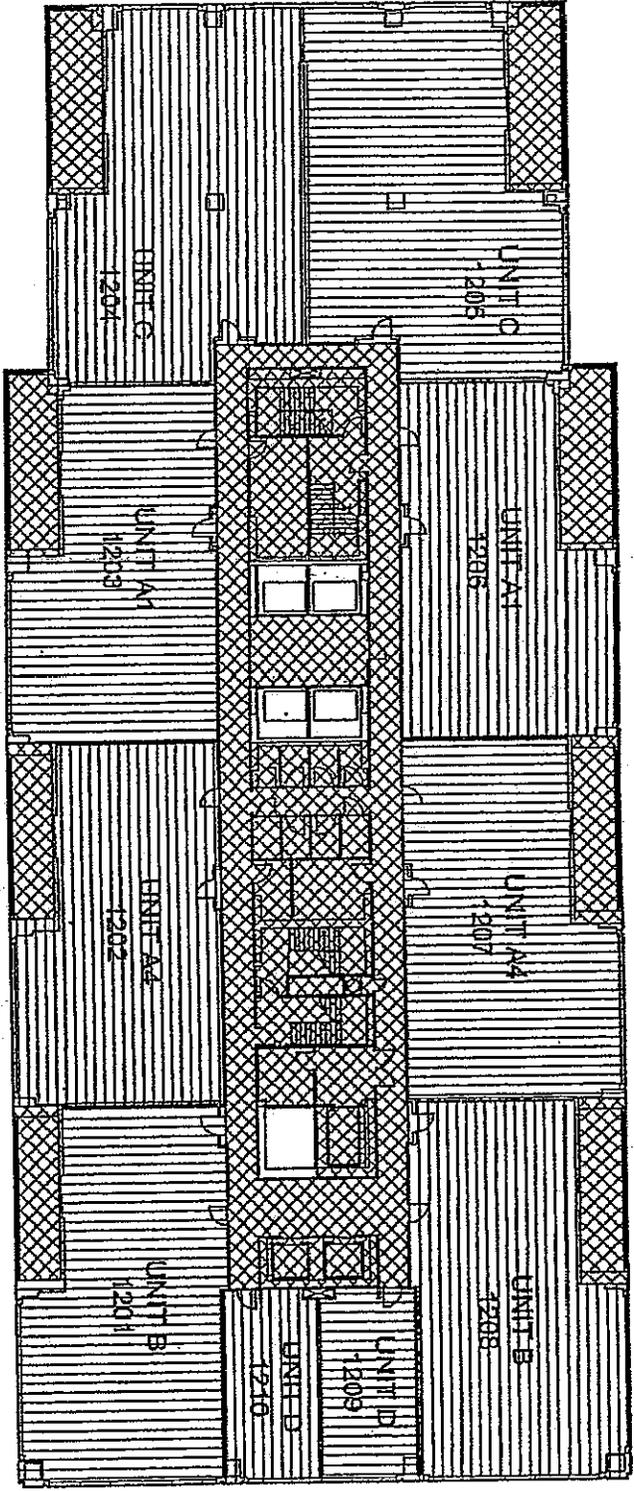
ENTOS
Design



2005153 0212



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 RESIDENTIAL LIMITED
 COMMON ELEMENT

 OFFICE UNIT

 RESIDENTIAL
 CONDOMINIUM UNIT

SCALE 



The Centrum

3102 OAK LAWN AVE.

FLOOR: 12th
 DATE: 6/23/05

EN-T-O-S
 Design



The Centrum
3102 OAK LAWN AVE.

FLOOR: 13th
DATE: 6/23/05

ENTOS
Design

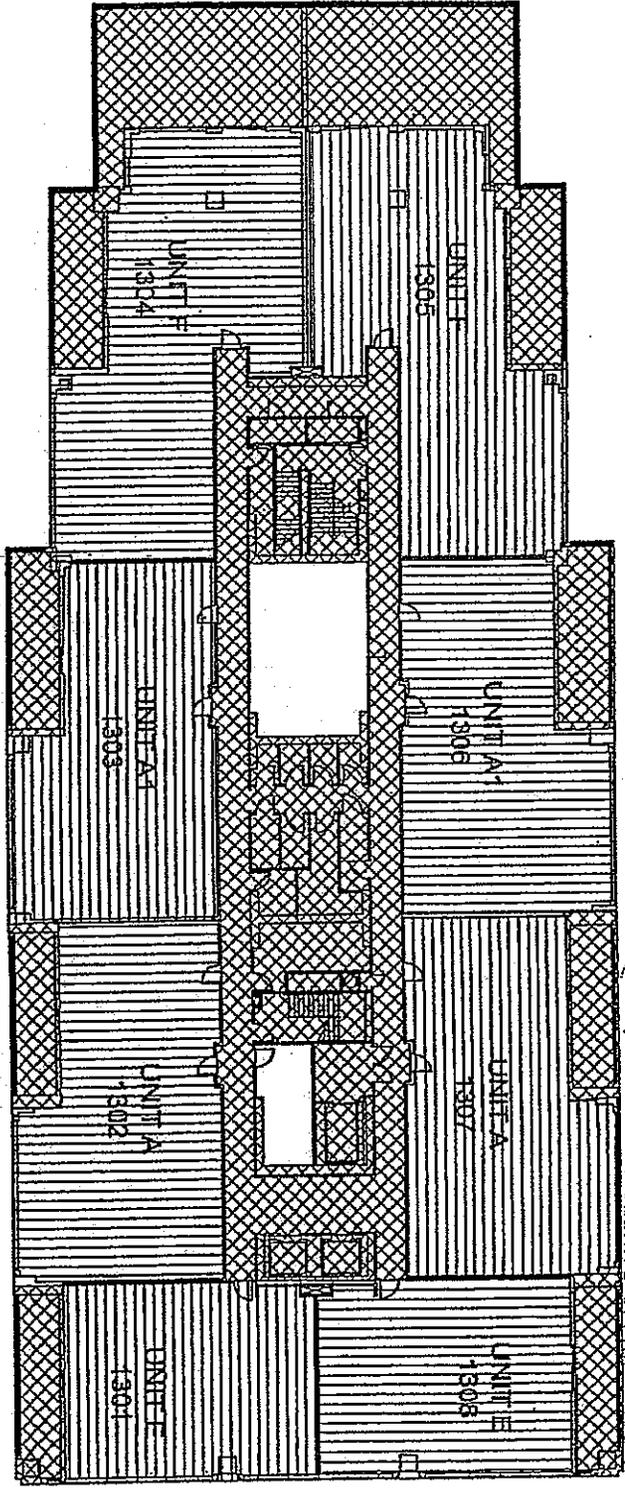


RESIDENTIAL LIMITED
COMMON ELEMENT

OFFICE LIMITED
COMMON ELEMENT

RESIDENTIAL
CONDOMINIUM UNIT

SCALE
5' 15' 30'

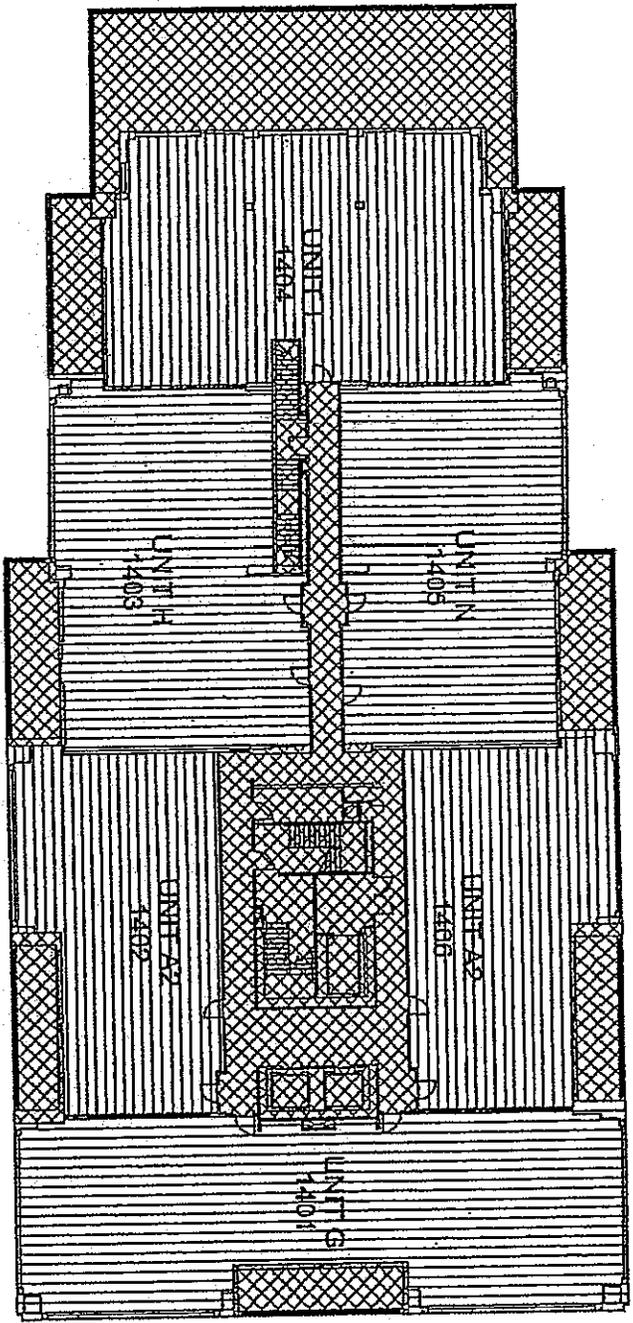


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FILED IN DALLAS
COUNTY CLERK'S OFFICE

2005 | 53 0214



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FILED IN DALLAS
COUNTY CLERK'S OFFICE



RESIDENTIAL LIMITED
COMMON ELEMENT



RESIDENTIAL
CONDOMINIUM UNIT



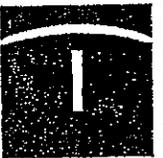
The Centrum

3102 OAK LAWN AVE.

FLOOR: 14th

DATE: 6/23/05

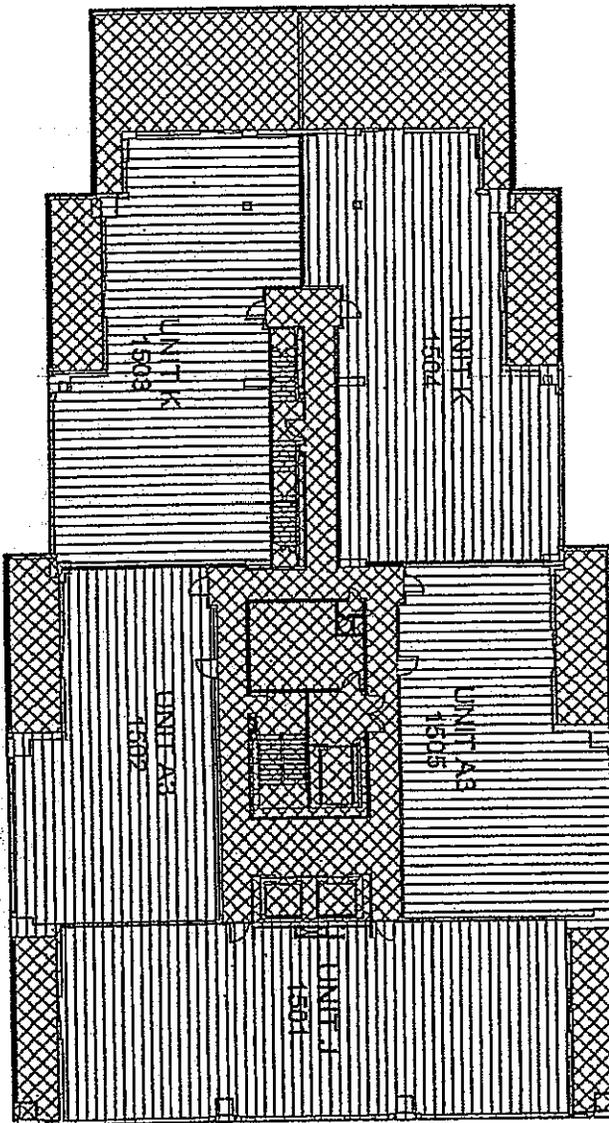
ENTOS
Design



2005 | 53 02 | 5



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RESIDENTIAL LIMITED
 COMMON ELEMENT



RESIDENTIAL
 CONDOMINIUM UNIT



NORTH

The Centrum

3102 OAK LAWN AVE.

FLOOR: 15th
 DATE: 6/23/05

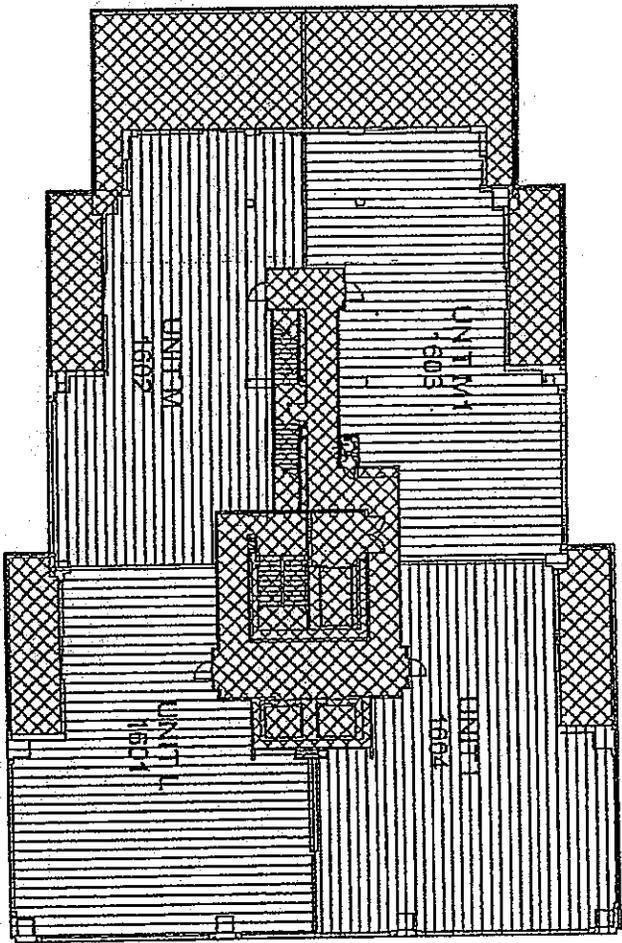
ENTOS
 Design



2005 | 53 0216



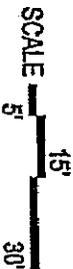
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COUNTY CLERK'S OFFICE



RESIDENTIAL LIMITED
COMMON ELEMENT



RESIDENTIAL
CONDOMINIUM UNIT



The Centrum

3102 OAK LAWN AVE.

FLOOR: 16th

DATE: 6/23/05

ENTOS
Design



2005 | 53 0217

The Centrum
3102 OAK LAWN AVE.

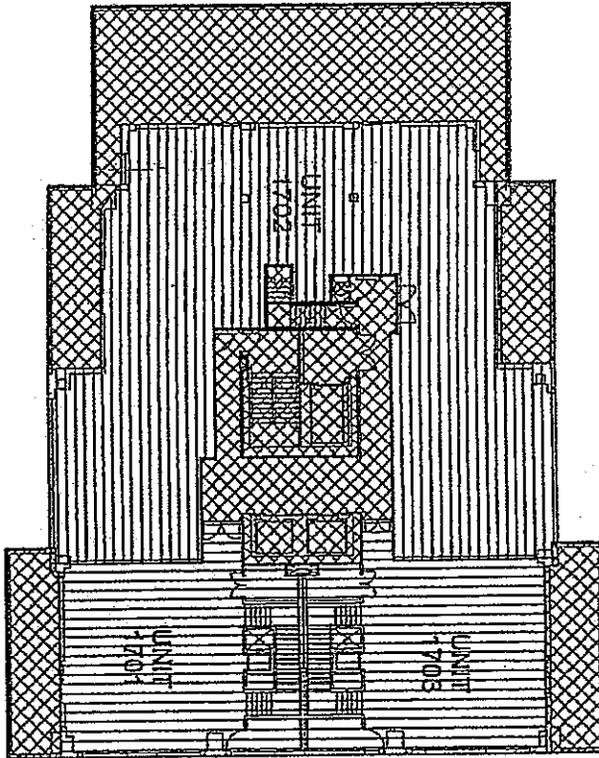
FLOOR: 17th
DATE: 6/23/05

ENTOS
Design

RESIDENTIAL LIMITED
COMMON ELEMENT

RESIDENTIAL
CONDOMINIUM UNIT

SCALE 5' 15' 30'



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

2005 | 53 0218

The Centrum
3102 OAK LAWN AVE.

FLOOR: 18th
DATE: 6/23/05

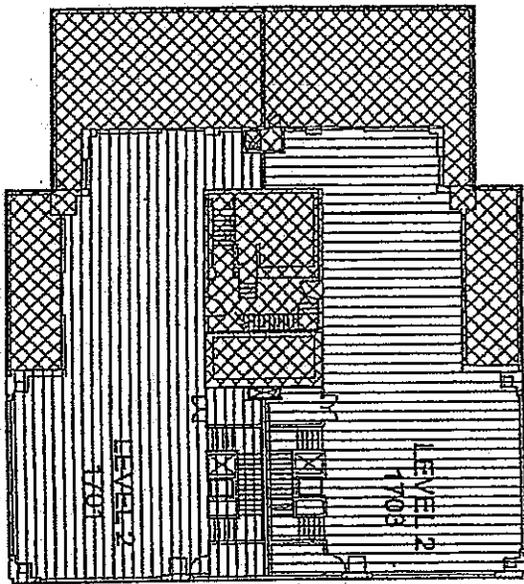
ENTOS
Design

RESIDENTIAL LIMITED
COMMON ELEMENT



RESIDENTIAL
CONDOMINIUM UNIT

SCALE
5 15 30



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

2005 | 53 0219

The Centrum
3102 OAK LAWN AVE.

FLOOR: 19th
DATE: 6/23/05

ENTOS
Design

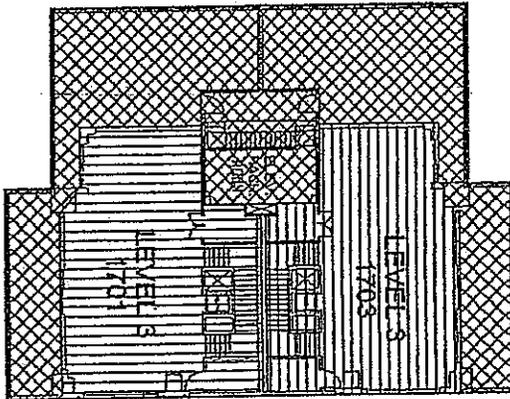


RESIDENTIAL LIMITED
COMMON ELEMENT



RESIDENTIAL
CONDOMINIUM UNIT

SCALE 15' 30'



TRUE AND CORRECT
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FILED IN DALLAS
COUNTY CLERK'S OFFICE

2005 | 53 0220

BUILDING HEIGHT 263'-4" PER PLANS

ROOF

13'-4"	LEVEL 19
13'-4"	LEVEL 18
13'-4"	LEVEL 17
13'-4"	LEVEL 16
13'-4"	LEVEL 15
13'-4"	LEVEL 14
13'-4"	LEVEL 13
13'-4"	LEVEL 12
13'-4"	LEVEL 11
13'-4"	LEVEL 10
13'-4"	LEVEL 9
13'-4"	LEVEL 8
13'-0"	LEVEL 7
13'-8"	LEVEL 6
13'-4"	LEVEL 5
13'-4"	LEVEL 4
13'-4"	LEVEL 3
13'-4"	LEVEL 2
18'-4"	LEVEL 1
12'-0"	PARKING LEVEL 1
10'-0"	PARKING LEVEL 2
10'-0"	PARKING LEVEL 3
10'-0"	PARKING LEVEL 4

SERVICE MEZZANINE / LOADING DOCK



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FILED IN DALLAS
COUNTY CLERK'S OFFICE

2005 | 53 0221

The Centrum

3102 OAK LAWN AVE.

BUILDING
FLOOR: STACKING
DATE: 6/23/05

ENTOS
Design



EXHIBIT C
TO
CONDOMINIUM INFORMATION STATEMENT

DECLARATION FOR MASTER CONDOMINIUM

(The Declaration for Master Condominium follows this Cover Page)

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**SECOND AMENDED AND RESTATED
DECLARATION OF THE CENTRUM MASTER CONDOMINIUM
("THE CENTRUM MASTER CONDOMINIUM")
DALLAS COUNTY, TEXAS**

DATED: AUGUST 8, 2005



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TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	DEFINITIONS	2
1.01.	Terms Defined	2
1.02.	Number and Gender.....	7
1.03.	Savings.....	7
ARTICLE II	PROPERTY SUBJECT TO THIS DECLARATION	7
2.01.	Description and Ownership of Condominium.....	7
2.02.	Description of Units and Limited Common Elements	8
2.03.	Subsequent Sub-Unit Condominiums.	10
2.04.	Parking Spaces.....	10
2.05.	Balconies and Patios (Terraces)	11
2.06.	Ownership of Common Elements.....	11
2.07.	Inseparability of Units; No Partition	11
2.08.	Permissible Relationships; Description.....	11
2.09.	Easements.....	12
2.10.	Encroachments.....	12
2.11.	Sale of Interest in Common Elements	13
ARTICLE III	ORGANIZATION AND MANAGEMENT	13
3.01.	General.....	13
3.02.	Allocation of Votes in the Association.....	13
3.03.	Right of Action by Owners.....	13
3.04.	Compliance with Governing Documents	13
3.05.	The Board of Directors.....	14
3.06.	Election, Tenure and Proceedings of Board of Directors.....	14
3.07.	Consent of Owners in Lieu of Meeting.....	15
3.08.	Delegation.....	15
3.09.	Powers and Duties of Board of Directors.....	15
3.10.	Additional Rights, Powers and Duties of the Board.....	16
3.11.	Board Powers, Exclusive.....	18
3.12.	Limited Liability of the Board and the Owners.....	18
3.13.	Availability of Records.....	18
3.14.	Owner Information	19
ARTICLE IV	ASSESSMENTS	19
4.01.	Monthly and Special Assessments by the Association.....	19
4.02.	Budget for Common Expenses	19
4.03.	Omission of Assessments	19
4.04.	Detailed Records.....	20
4.05.	Commencement of Payment of Assessments; Taxes	20
4.06.	Budgets; Maintenance Fund; Working Capital Fund.....	20
4.07.	No Exemption from Liability	20
4.08.	Default in Payment of Assessments	21
4.09.	Special Assessments.....	23
4.10.	Payment of Assessments Upon Sale or Conveyance of a Unit.	24

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2005 153 0133

4.11.	Individual Assessments	24
ARTICLE V	MAINTENANCE, ALTERATIONS, TAXES AND UTILITIES	25
5.01.	Each Owner's Obligation to Repair.....	25
5.02.	Maintenance of General Common Elements.....	26
5.03.	Failure of Owner to Maintain Unit.....	26
5.04.	Alterations, Additions and Improvements.....	28
5.05.	Mechanic's Liens; Indemnification.....	29
5.06.	Restrictions on Use of Units and Common Elements	30
5.07.	Liability of Owners for Negligence.....	31
5.08.	Regulations	31
5.09.	Abatement of Violations; Powers to Enforce Declaration of Owners.....	31
5.10.	Advances	32
5.11.	Failure of the Board to Insist on Strict Performance; No Waiver	32
5.12.	Utilities	32
5.13.	Taxes.....	33
ARTICLE VI	MORTGAGES	33
6.01.	Mortgage of a Unit	33
6.02.	Mortgagee Protection Provisions.....	33
6.03.	Estoppel Certificates.....	36
ARTICLE VII	INSURANCE	36
7.01.	Insurance by the Association.....	36
7.02.	Maintenance of Hazard Insurance	36
7.03.	Insurance Trustee.....	38
7.04.	Maintenance of Liability Insurance.....	39
7.05.	Flood Insurance	39
7.06.	Fidelity Bonds.....	40
7.07.	Governing Provisions	41
7.08.	Premiums.....	42
7.09.	Distribution of Proceeds	42
7.10.	Responsibility of Each Owner	42
ARTICLE VIII	LOSS AND OBSOLESCENCE.....	43
8.01.	Loss or Damage.....	43
8.02.	Obsolescence of Common Elements	43
8.03.	Obsolescence of the Property	44
8.04.	The Association as Attorney-in-Fact.....	44
8.05.	Matters Relating to Restoration and Repairs.....	44
ARTICLE IX	CONDEMNATION.....	45
9.01.	Eminent Domain.....	45
ARTICLE X	MISCELLANEOUS.....	47
10.01.	Effect and Interpretation	47
10.02.	Amendment	47
10.03.	Partial Invalidity	49
10.04.	Conflicts.....	49
10.05.	Captions and Exhibits.....	49
10.06.	Use.....	49
10.07.	Use of Number and Gender.....	50

DALLAS 1042821_11 5500 11
DALLAS: 17044 00014: 1409817v6



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10.08. Governing Law50
10.09. Personal Property.....50
10.10. Certain Prior Leases.....50
10.11. Notice.....50



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**SECOND AMENDED AND RESTATED
DECLARATION OF THE CENTRUM MASTER CONDOMINIUM
("THE CENTRUM MASTER CONDOMINIUM")
DALLAS COUNTY, TEXAS**

THIS SECOND AMENDED AND RESTATED DECLARATION OF THE CENTRUM MASTER CONDOMINIUM (the "Declaration") made effective this 8th day of August, 2005, by members of the Centrum Condominium Association, Inc., a Texas non-profit corporation, for the purpose of confirming the submission of the real property and the improvements located thereon to a condominium regime and to the Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et. seq., as amended from time to time.

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of Condominium of the Centrum (the "*Original Declaration*") executed December 28, 1993, and which was recorded on December 30, 1993 in Volume 93252, Page 4887, Deed Records, Dallas County, Texas, thereby submitting a portion of the Land and improvements thereon to the condominium form of ownership under the Texas Condominium Act, Chapter 81 of the Texas Property Code (the "*Pre-1994 Act*"); and

WHEREAS, Declarant recorded that certain Amended and Restated Declaration of Condominium of the Centrum (the "*First Amended and Restated Declaration*") executed December 27, 2000, and which was recorded on January 2, 2001 in Volume 2001002, Page 00130, Deed Records, Dallas County, Texas (as amended by the First Amendment to Amended and Restated Declaration of Condominium dated July 20, 2005), thereby submitting all of the Land and improvements thereon to the condominium form of ownership under the Pre-1994 Act; and

WHEREAS, Declarant is no longer an owner of any Unit in the Condominium and 100% of the current Owners desire to amend and restate the First Amended and Restated Declaration to (i) submit the Condominium to the provisions of the Act, (ii) combine the residential units into one Unit, and (iii) modify the Declaration as otherwise set forth herein; and

WHEREAS, it is the desire and intention of the Association, by recording this Declaration to amend and restate the First Amended Declaration, which First Amended Declaration and the Original Declaration shall in all respects be superseded by this Declaration, to confirm the existence of a Condominium known as The Centrum Master Condominium under the provisions of the Act and to impose upon the Property, as defined below, mutually beneficial restrictions under a general plan for the benefit of all of the Units contained therein and the owners thereof.

NOW, THEREFORE, the Association does, upon the recording hereof hereby declare that the Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved and in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration, all of which are declared and agreed to be in furtherance of a plan for

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the improvement of said property and the division thereof into Condominiums, and all of which shall run with the Land and shall be binding on all parties (including Owners, as hereafter defined) having or acquiring any right, title, or interest in the Property or any part thereof, and shall be for the benefit of each Owner of any portion of the Property, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the Owners thereof.

ARTICLE I

DEFINITIONS

1.01. **Terms Defined.** Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefor;

"Access Easement" means a perpetual, irrevocable and non-exclusive easement and right of access and entry to each Unit and Limited Common Elements as may reasonably be necessary for (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom, (ii) the making of emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit, (iii) the evacuation of all or any part of the Property in the event of an emergency, (iv) the police department, fire department, emergency medical services or similar persons in response to an emergency situation, and (v) such other reasonable purposes as are deemed by the Association to be necessary for the performance of the obligations of the Association as described herein and in the Bylaws.

"Act" shall mean Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et. seq., as amended from time to time.

"Allocated Interests" shall mean the undivided interests in the Common Elements and Votes in the Association allocated to each Unit as reflected on Exhibit C hereto.

"Articles" shall mean such articles of incorporation of the Association, as the same may be amended from time to time.

"Assessments" shall mean Monthly Assessments, Special Assessments and Individual Assessments, fees described in Article IV, together with dues, fees, charges, interest, late fees, fines, collection costs, attorney's fees, and any other amount due to the Association by the owner of a Unit or levied against a Unit by the Association.

"Association" shall mean the Centrum Condominium Association, Inc, a nonprofit corporation organized pursuant to the Texas Non-Profit Corporation Act, and created for the purposes and possessing the rights, powers and authority set forth herein and in the Articles.

"Board of Directors" or **"Board"** shall mean the governing body of the Association, elected pursuant to the Bylaws of the Association from time to time.

"Building" shall mean the structure located on the Land in which the Units are located.



"*Bylaws*" shall mean such bylaws of the Association adopted by the Board, and as the same may be amended from time to time.

"*Common Elements*" shall mean all portions of the Condominium, including both the General Common Elements and the Limited Common Elements, but excluding the Units.

"*Common Elements Easement*" shall mean a perpetual, irrevocable and non-exclusive easement over the General Common Elements for ingress to and egress from each Unit, together with the non-exclusive right to use and enjoy the General Common Elements, and the exclusive right to use and enjoy the Limited Common Elements appurtenant to each Owner's Unit (subject to the rights of other Owners to use and enjoy such Limited Common Elements if appurtenant to more than one Unit).

"*Common Expenses*" shall mean all costs and expenses for which the Association is responsible, including those related to: (i) maintenance and repair of the General Common Elements and those Limited Common Elements for which the Association is responsible under Section 5.02B hereof; (ii) casualty, public liability and other insurance coverage required or permitted to be maintained by the Association under the Governing Documents; (iii) utilities relating to the General Common Elements and to the Limited Common Elements to the extent they are not separately metered; (iv) allocations to the working capital fund, (v) professional services for the Association, such as management, accounting and legal services and (vi) such other costs and expenses as may be reasonably related to the proper maintenance, care, operation and management of the General Common Elements and the administration of the Association.

"*Condominium*" shall mean the form of real property established by this Declaration with respect to the Property, in which portions of the Property are designated for individual ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy solely by the owners of such remainder, and containing a maximum of three (3) Units consisting of the Office Unit, the Retail Unit and the Residential Unit.

"*County*" shall mean Dallas County, Texas.

"*Declarant*" shall mean Centrum G. S., Ltd., its successors and any assignee who shall receive by assignment from the said Declarant all, or a portion, of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

"*Declaration*" shall mean this Second Amended and Restated Declaration for The Centrum Master Condominium, and all recorded amendments thereto, which Declaration and all amendments thereto, shall be recorded in the County.

"*Easements*" shall mean those easements described in Section 2.09 of this Declaration.



"*Eligible Holder*" shall mean and include any of the following who hold or service a Mortgage on a Unit and who have made written request (such request to state the name and address of the party requesting notice and the Condominium number) to the Association for notice of any of the matters referred to in Section 6.02 or Section 10.02 hereof;

- (a) Federal Home Loan Mortgage Corporation ("FHLMC");
- (b) Fannie Mae ("Fannie Mae") or other similar government agency;
- (c) Any bank, investment bank, pension fund, investment fund, savings and loan association, mortgage company, insurance company, or other financial institution or any affiliate of any of the foregoing, or any successor or assign acquiring a Mortgage or debt secured by a Mortgage, in whole or in part, from any of the foregoing or their respective affiliates, successors and assigns, or any other financial institution approved by the Board; and
- (d) Any trust, partnership or other entity formed as part of a publicly issued or privately placed mortgage-backed securities or other securitization transaction or any servicer, master servicer or special servicer servicing the Mortgage in connection with such transaction.

"*Expansion Area*" shall mean a strip approximately 20 feet wide around the perimeter of the courtyard located on the ground level, which is reflected on the Plan.

"*General Common Elements*" shall mean all portions of the Common Elements that are not Limited Common Elements, including, as a way of illustration and not limitation: (i) the Land; (ii) all structural components of the Building, foundations, piers, load bearing walls, columns, and communication ways; (iii) loading dock area; (iv) compartments or installations of central services such as power, light, gas, water, refrigeration, central heat and air, reservoirs, water tanks and pumps, boilers serving the Residential Unit and another Unit or Units, except as otherwise provided; (v) all Systems serving the Residential Unit and another Unit or Units, (vi) trash compactor, (vii) the exterior windows and skin of the Building, and (viii) stairways.

"*Governing Documents*." Individually and collectively, the Act, Articles, Bylaws, Declaration, and Regulations (if any).

"*Improvements*" shall mean the Building, the Units and any other improvements located on the Land.

"*Individual Assessments*" shall mean assessments levied by the Board of Directors against one or more but less than all Owners pursuant to Section 4.12 of this Declaration.

"*Insurance Proceeds*" shall mean any and all proceeds received by an Owner, Insurance Trustee and/or the Association from an insurance company as a result of a casualty loss in connection with an Owner's Unit.



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"Land" shall mean the land described on Exhibit "A" attached to this Declaration, together with all and singular the rights and appurtenances pertaining thereto.

"Limited Common Elements" shall mean those portions of the Common Elements that are allocated by this Declaration and the Plan for the exclusive use of one or more, but less than all, of the Units.

"Maintenance Standard" shall mean maintenance in good repair in an attractive and clean condition, including the operation, upkeep, repair and restoration, ordinary wear and tear excepted, to the extent necessary to maintain the Condominium or Units, as applicable, in a condition reasonably suitable for its intended purpose and consistent with an upscale mixed-use business and residential project.

"Managing Agent" or "Manager" shall mean the person or firm with whom the Association contracts for the day-to-day management of the Property and/or the administration of the Association and the Condominium.

"Monthly Assessments" shall mean the monthly assessments established pursuant to Section 4.02 of this Declaration by the Board of Directors to pay certain Common Expenses when due.

"Mortgage" shall mean a first lien deed of trust or a first lien mortgage on one or more Units.

"Mortgagee" shall mean a beneficiary under, holder of or servicer of a Mortgage who has given to the Association written notice that it is the beneficiary under, holder of or servicer of a Mortgage affecting all or any part of the Project, as hereinafter defined.

"Owner" shall mean and refer to every person or entity who is a record owner of a fee interest to a Unit, but does not include: (a) any Person having an interest in a Unit solely as security for an obligation, or (b) a Sub-Unit Owner. Any Sub-Unit Condominium Association shall be deemed the "Owner" of the Unit for which the Sub-Unit Condominium Association is formed, for all purposes unless expressly noted otherwise.

"Past Due Rate" shall mean the maximum lawful rate of interest under Texas law or, if there be no maximum lawful rate, the rate of eighteen percent (18%) per annum.

"Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Plan" shall mean the plats and plans described on Exhibit "B", attached hereto and made a part hereof, including, without limitation, a survey plat of the Land and dimensional drawings that horizontally and vertically identify and describe the Units and the Common Elements.



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"Project" shall mean all Building, pavement, fencing, landscaping, recreational facilities, plumbing, electrical and telephone lines and computer cables and man-made objects of every type, existing or placed on the Land.

"Property" shall mean the Land and all Improvements, easements and appurtenances thereto.

"Reallocation Percentage" shall mean the percentage of undivided interest of each Owner in the Common Elements as determined by dividing (a) the square footage of each Unit following a change in the square footage of the Project due to a casualty or condemnation by (b) the sum of the square footages of all Units and the Common Elements following the casualty or condemnation.

"Regulations" shall mean the rules and regulations of the Association initially adopted by the Board of Directors and relating to the appearance, use and occupancy of the Property, including exterior appearance, use and occupancy of the Units, as amended from time to time, if any.

"Rents" many any and all rental or other income received by an Owner in connection with the leasing of an Owner's Unit.

"Special Assessments" shall mean special assessments established by the Board of Directors under the provisions of Sections 4.09 and 8.01 of this Declaration from time to time.

"Sub-Unit" shall mean a portion of any Unit designated for separate ownership as created and identified in a Condominium Declaration for Sub-Unit Condominium executed by the Owner of that Unit and recorded in the Real Property Records of the County.

"Sub-Unit Condominium" shall mean a condominium regime which may be formed by an Owner, the name of which is to be determined by the Owner prior to conveying or leasing the first Sub-Unit, and which may designate a Sub-Unit Condominium Association to act on behalf of all Sub-Unit Owners under this Declaration. The term "Sub-Unit Condominium" shall refer to the Residential Unit Sub-Unit Condominium.

"Sub-Unit Condominium Association" shall mean a Texas non-profit association created as a part of a Sub-Unit Condominium to act on behalf of the Sub-Unit Owners under this Declaration.

"Sub-Unit Owner" shall mean any Person who holds fee simple title to a Sub-Unit including an undivided interest in a Sub-Unit Condominium, but does not include a Person having any interest in a Sub-Unit solely as security for an obligation.

"Support Easement" shall mean a perpetual and irrevocable easement for support of all foundations, footings, columns, girders, support beams and any and all other structural members that support, uphold or are a part of the Building.



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"Systems" shall include, but not be limited to, all fixtures, equipment, pipes, lines, wires, computer cables, shafts, conduits and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage, and audio and video signals.

"Tenant" shall mean any Person having the right to occupy a Unit or a portion of a Unit pursuant to a lease granted by an Owner or a Sub-Unit Owner.

"Unit" shall mean a physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Plan), with the unrestricted right of ingress thereto and egress therefrom through the Common Elements, and an undivided interest, appurtenant to the Unit, in and to the Common Elements, and which shall include (i) all Systems which exclusively serve such Unit, (ii) the finish material, fixtures and appliances contained in the Unit, and (iii) all heating or air conditioning equipment located within and serving a Unit exclusively, but excludes (x) any of the structural components of the Building in which such Unit is located and (y) Systems which serve more than one Unit, all as subject to and further described in Section 82.052 of the Act. The term "Unit" shall not encompass the individual Sub-Units or a Sub-Unit Condominium.

"Utility Easement" shall mean a perpetual, irrevocable and non-exclusive easement for utilities, including for electric, gas, water, cable and satellite television and computer service.

1.02. **Number and Gender.** Whenever the contract requires, reference in this Declaration to the singular number shall include the plural, and, likewise, the plural number shall include the singular, and words denoting gender shall include the masculine, feminine and neuter.

1.03. **Savings.** Any and all obligations, limitation, rights, benefits, or burdens as established in this Declaration which are vested in or upon a Sub-Unit Owner shall automatically become the obligations, limitations, rights, benefits, or burdens of the Sub-Unit Condominium Association; except that the foregoing will not relieve any Owner, any Sub-Unit Owner, any Unit or any Sub-Unit from any obligation to pay Assessments hereunder.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.01. Description and Ownership of Condominium.

(a) The Condominium covered by this Declaration is called "The Centrum Master Condominium." Each Owner shall be entitled to exclusive ownership and possession of his Unit. The legal estate of each Owner of a Unit shall be fee simple. Each Unit, together with such Unit's undivided interests in the Common Elements is for all purposes a separate parcel of and estate in real property. Accordingly, each such separate parcel of and estate in real property shall be deemed to include the Common Elements Easement that is hereby granted and conveyed to each Owner. The percentage undivided



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interest of each Owner in the Common Elements shall not be separated from the Condominium to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the document of conveyance or other instrument.

(b) The Plan sets forth, inter alia, the following: (1) a general description and diagrammatic plan of the Condominium; (2) all Improvements, including each Unit showing its location within the Building and floors(s); (3) the location of parking spaces and storage spaces designated for use by certain owners; and (4) such other information as is desirable or required pursuant to the Act, including a certification as to compliance with Section 82.059 of the Act.

2.02. Description of Units and Limited Common Elements. The descriptions of the Units and Limited Common Elements provided in Section 1.01 and below in Section 2.02 of this Declaration represent the general intention of the Owners. However, in the event of a discrepancy between the Declaration and the Plan, the Declaration will control. By way of illustration and not of limitation, the Units shall consist of the following:

(a) **Office Unit.** As depicted on the Plan, the Office Unit shall consist in general of the airspace above the mezzanine floor through the 11th floor of the Building thereon which are not Common Elements nor portions of other Units as reflected on the Plan.

(b) **Office Unit Limited Common Elements.** The Limited Common Elements appurtenant to the Office Unit shall consist of:

- (i) all Systems serving solely the Office Unit;
- (ii) all Systems serving the Office Unit and one other Unit, but not serving all Units;
- (iii) the roof over the 1st, 2nd, 3rd and 4th levels of the Building, including the glass atriums;
- (iv) the balconies located on the 10th and 11th levels of the Building;
- (v) the parking areas on P4 – P2 levels and those portions of the parking garage on P1 level designated as Office/Retail Limited Common Elements on the Plan, including ramps and driveways therein;
- (vi) the elevators exclusively serving the Office Unit;
- (vii) the sidewalks surrounding the Building and all landscaping on or near such sidewalks;
- (viii) the demising walls between the Office Unit and one other Unit;
- (ix) the clock tower;



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(x) the courtyard area on the ground level, including the fountain and all landscaping within the courtyard area; and

(xi) the office/retail storage area.

(c) **Retail Unit.** As depicted on the Plan, the Retail Unit shall consist in general of the airspace of the 1st floor of the Building thereon which are not Common Elements nor portions of other Units as reflected on the Plan.

(d) **Retail Unit Limited Common Elements.** The Limited Common Elements appurtenant to the Retail Unit shall consist of:

(i) all Systems serving solely the Retail Unit;

(ii) all Systems serving the Retail Unit and one other Unit, but not serving all Units;

(iii) the roof over the 1st, 2nd, 3rd and 4th levels of the Building, including the glass atriums;

(iv) the parking areas on P4 – P2 levels and those portions of the parking garage on P1 level designated as Office/Retail Limited Common Elements on the Plan,, including ramps and driveways therein;

(v) the elevators exclusively serving the Retail Unit;

(vi) the sidewalks surrounding the Building and all landscaping on or near such sidewalks;

(vii) the demising walls between the Retail Unit and one other Unit;

(viii) the clock tower;

(ix) the courtyard area on the ground level, including the fountain and all landscaping within the courtyard area; and

(x) the office/retail storage area.

(e) **Residential Unit.** As depicted on the Plan, the Residential Unit shall consist in general of the airspace of the 12th through the 19th floors of the Building thereon which are not Common Elements nor portions of other Units as reflected on the Plan.

(f) **Residential Unit Limited Common Elements.** The Limited Common Elements appurtenant to the Residential Unit shall consist of:

(i) all Systems serving solely the Residential Unit;



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- (ii) all Systems serving the Residential Unit and one other Unit, but not serving all Units;
- (iii) the roof over 19th level, including the balconies on the 12th - 19th levels;
- (iv) the residential parking area located on P1 as designated on the Plan, including ramps and driveways therein;
- (v) the two passenger and one freight elevators exclusively serving the Residential Unit;
- (vi) the demising walls between the Residential Unit and one other Unit; and
- (vii) the residential storage areas.

2.03. Subsequent Sub-Unit Condominiums.

A. **Creation of Sub-Units.** Each Owner shall have the option and ability to create a Sub-Unit Condominium within the boundaries of their respective Unit. The creation of any Sub-Unit Condominium shall not modify any obligations, limitations, rights, benefits or burdens established in this Declaration, except as set forth in Section 1.03 of this Declaration.

B. **Sub-Unit Condominium Association.** If an Owner elects not to form a Sub-Unit Condominium Association upon the creation of a Sub-Unit Condominium, all rights of the Sub-Unit Owners and the Allocated Interests of the Unit from which the Sub-Unit Condominium is created shall be as specified in the Sub-Unit Declaration, as limited below. If not so specified, a majority of the Allocated Interests of the Unit from which the Sub-Unit Condominium is created (calculated for the Sub-Units in the same manner as the Allocated Interests) shall exercise all rights of the Sub-Unit Owners provided that only one Sub-Unit Owner shall be designated to act as their representative. The Association shall be required to deal only with such designated representative, and if a majority of the Allocated Interests of the Unit represented by the Sub-Unit Owners shall be unable to agree, or if they shall fail to designate a representative to act on their behalf, the Allocated Interests of the Unit from which the Sub-Unit Condominium is created shall have no vote or ability to exercise any rights under this Declaration, including bringing legal action against the Association, until such time as a majority of such interests have agreed and so designated their representative.

2.04. Parking Spaces. All parking spaces will be designated on the Plan as Limited Common Elements. The Board shall have the right to grant an Owner the exclusive use of any unassigned parking space. Pursuant to that certain Declaration of Covenants, Easements and Restrictions dated June 1, 1983, and recorded in the Deed Records of Dallas County, Texas ("Parking Covenant") in Volume 83110, page 40, the Condominium must provide fifty-one (51) covered parking spaces to residents of a neighboring apartment tract, currently called The Argyle Apartments (the "Apartment Tract"). The Owners hereby agree that residents of the Apartment Tract will only be permitted to park in the parking spaces allocated to the Retail Unit and/or the Office Unit and that the Owners of the Office Unit and Retail Unit will honor the rights of the owners and residents of the Apartment Tract consistent with the terms of the Parking Covenant. The owners and residents of the Apartment Tract will not have any rights to park in the



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residential parking spaces (as indicated on the Plan) and the Owner of the Residential Unit will have no obligation to provide parking to the owners or residents of the Apartment Tract under the Parking Covenant.

2.05. Balconies and Patios (Terraces). The exterior surfaces of balconies and patios (terraces), if any, shown and graphically described in the Plan are part of the Common Elements in the same manner as the exterior of a Building. An Owner or Sub-Unit Owner shall not be entitled to construct anything thereon or to change any structural part thereof.

2.06. Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Owners of the Project, and except as otherwise limited in this Declaration, shall have the right to use the General Common Elements for all purposes incident to the use and occupancy of his Unit for such uses permitted by this Declaration. The extent or amount of such ownership shall be expressed by a percentage or fraction relating to each Unit and shall remain constant, unless changed (i) by the unanimous approval of all Owners and Eligible Mortgagees, or (ii) as otherwise provided for herein. The undivided interest of each Owner in and to the Common Elements was determined by dividing the square footage of each Unit by the square feet of all Units and are shown opposite the Units as set forth on Exhibit "C," attached hereto. The Common Elements shall remain undivided.

2.07. Inseparability of Units; No Partition. Each Unit shall be inseparable, and shall be acquired, owned, conveyed, transferred, leased and encumbered only as an entirety, except for the creation of a Sub-Unit Condominium as permitted in this Declaration. In no event shall a Unit be subject to physical partition, and no Owner shall bring or be entitled to maintain an action for the partition or division of a Unit or the Common Elements. Any purported conveyance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Unit to which such Common Elements are allocated is void *ab initio*, with the exception of the conveyance of any Sub-Unit in a Sub-Unit Condominium in accordance with the terms and conditions of the Sub-Unit Condominium Declaration establishing the Sub-Unit Condominium, if and when same is created.

2.08. Permissible Relationships; Description.

(a) **Ownership of Units.** A Unit may be acquired and held by more than one Person in any form of ownership recognized by the laws of the State of Texas.

(b) **Description of Units.** Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Unit shall legally describe such Unit by its identifying Unit designation, followed by the words "the Centrum Master Condominium, located in Dallas County, Texas," with further reference to the recording data for this Declaration (including the Plan and any amendments to the Declaration). Every such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Unit, and any such description shall be construed to include all incidents of ownership relating to a Unit. Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Sub-Unit in the Sub-Unit Condominium created pursuant to the terms of Section 2.03 shall legally describe such Sub-Unit as



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provided in the condominium declaration creating the Sub-Units followed by the words "Sub-Unit Condominium in the Residential Unit of The Centrum Master Condominium, located in Dallas County, Texas."

2.09. Easements.

A. **Access, Utility, and Support.** The Association hereby grants and reserves the Access Easement and Utility Easement for the benefit of all Owners, the Association and its agents, employees and representatives, including the Manager and the Manager's agents and employees as the case may be, and reserves the Support Easement for the benefit of the Association and each Owner. Each Owner shall by virtue of this Declaration, accept the deed to such Owner's Unit subject to the Access Easement and the Utility Easement and further subject to the Support Easement as may be applicable. The Association hereby reserves for the benefit of each Owner, the Common Elements Easement and the declares that by virtue of this Declaration the Common Elements shall be subject to the Common Elements Easement. Each Owner and Sub-Unit Owner shall at all times maintain with the Association a key to each separately occupied portion of such Owner's or Sub-Unit Owner's Unit to be used in case of such Owner's or Sub-Unit Owner's absence in connection with the Access Easement and in case of an emergency. The Board, on behalf of the Association, shall have the right to grant and record in the Real Property Records of the County specifically locating or relocating any Utility Easement under, through, or over the Common Elements, which are reasonably necessary to the ongoing development and operations of the Condominium; provided, however, that easements of such nature through a Condominium shall only be such as are shown in the plans for the Building, unless approved in writing by the Owner and Mortgagee of the servient Unit

B. **HVAC Easement.** If there are appurtenant to the Units air conditioning compressors which are located in the General Common Elements appurtenant to such Units, an easement is hereby reserved in favor of each such Unit for the purpose of placement, maintenance, repair and replacement of the said air conditioning compressors by the respective Owners; provided that no air conditioning compressor shall be placed in any part of the General Common Elements other than the present location unless the written approval of the Board shall have been first obtained.

C. **Access Easement to Loading Dock.** The Association hereby grants to the benefit of the Residential Unit a non-exclusive, irrevocable easement for the access and use of the drives and ramps that are part of the Limited Common Elements of the Retail Unit and Office Unit for access to the Loading Dock Area.

2.10. Encroachments. The physical boundaries of a Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the proper boundaries of such Unit rather than any metes and bounds description expressed in the Plan or in an instrument conveying, granting or transferring a Unit, regardless of settling, rising, or lateral movement of the Building and regardless of minor variances between boundaries shown on the Plan or reflected in the instrument of grant, assignment or conveyance and the actual boundaries of the Building. In the event any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or another Unit, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the



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Condominium, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

2.11. **Sale of Interest in Common Elements.** Except as contemplated in Section 5.04C, no Owner shall be entitled to sell, lease or otherwise convey his interest in any of the Common Elements, or in any element of the component interests which comprise his Unit, except in conjunction with a conveyance of his Unit, and any attempted or purported transaction in violation of this provision shall be void.

ARTICLE III

ORGANIZATION AND MANAGEMENT

3.01. **General.** The Condominium shall be organized and operated as a mixed use condominium development. The Owners shall operate the Condominium as provided herein through the Association. The Association has been incorporated as a nonprofit corporation under the Texas Nonprofit Corporation Act. In addition to the powers conferred on the Association under the Bylaws and hereunder, the Association may take all actions authorized by Section 82.102 of the Act. Any and all actions taken by the Association pursuant to this Declaration, the Act or the Bylaws is binding on all Owners.

3.02. **Allocation of Votes in the Association.** Each Owner shall automatically be a member of the Association, provided that each Sub-unit Condominium Association (or designated representative if no Sub-Unit Condominium Association has been created) shall be a member of the Association in lieu of the Owner of each Sub-Unit Condominium or any of its Sub-Unit Owners. Each member of the Association shall be entitled to cast one vote. The Sub-Unit Condominium acting through its Sub-Unit Condominium Association (or its designated representative if no Sub-Unit Condominium Association has been created) shall be entitled to cast the vote of the Owner of the Unit from which the Sub-Unit Condominium was created. All voting rights of an Owner may be suspended during any period that such Owner is delinquent in the payment of any Assessment duly established pursuant to Article IV, or otherwise in default under the terms of this Declaration, the Bylaws or the Regulations. Following an Owner's cure of any such delinquency or default in full, its voting rights shall be completely reinstated 24 hours after such cure is effected. Any Owner may assign its voting rights to any other Owner by use of a proxy in accordance with the Act.

3.03. **Right of Action by Owners.** Owners, and any Sub-Unit Condominium Association, acting collectively or individually, shall have the right to maintain actions against the Association for its failure to comply with the provisions hereof or to perform its duties and responsibilities hereunder.

3.04. **Compliance with Governing Documents.** Each Owner, by accepting a deed conveying title to a Unit, any Sub-Unit Owner and any Tenant shall automatically be deemed to have agreed to strictly comply with the provisions of the Governing Documents. An Owner's voting rights in the Association may by written notice be suspended by the Association during the period of such noncompliance.

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3.05. The Board of Directors. The Board of Directors of the Association shall consist of not less than three (3) nor more than seven (7) members, the exact number to be fixed from time to time by the Owners. The initial Board of Directors shall consist of three (3) members and as of the first meeting of Unit Owners held after the conveyance of the Residential Unit, the Board shall consist of seven (7) members selected as set forth in this Article III. Notwithstanding other provisions regarding voting, following the expansion of the Board to seven (7) Directors, a majority in number of the Directors, that is four (4), shall be selected or elected by the Office Unit Owner, with a majority of the remaining Directors, that is, two (2) out of three (3) Directors, other than the Directors selected by the Office Unit Owner to be selected by the Residential Unit Owner, and the remaining Director (other than the Directors selected by the Office Unit Owners and the Residential Unit Owners), that is one (1) Director shall be selected by the Retail Unit Owner.

3.06. Election, Tenure and Proceedings of Board of Directors.

A. At each meeting of the Association, as provided in the Bylaws, the Owners shall elect a new Board of Directors and at each annual meeting the Owners shall elect members of the Board to replace the members whose terms have expired, as provided in the Bylaws. Members of the Board shall be Owners or spouses of Owners; provided, however, if an Owner is a partnership or corporation, any partner or officer thereof or of the property management company retained by such Owner shall qualify as an Owner and may be a member of the Board. A majority of the total number of members on the Board shall constitute a quorum. Members of the Board elected at the organization meeting shall serve until the first annual meeting.

B. At the organization meeting, each member of the Board shall be elected for a term of one (1) year. Thereafter, members of the Board shall serve for a term of two (2) years and until their respective successors are elected, or until their death, resignation or removal; provided, that if any member qualified only as an Owner, or spouse of an Owner, ceases to be an Owner, or the spouse of an Owner, his membership on the Board shall thereupon terminate. Any member of the Board may resign at anytime by giving written notice to the other members of the Board, and any member of the Board may be removed from membership on the Board by the vote of the Owners of a majority of the Units. Any vacancy in the Board shall be filled by the other members of the Board who represent the same Unit to which such vacated Board seat was allocated, and if no other members of the Board remain who occupy seats allocated to such Unit, then such member shall be appointed by vote of the Owner of the Unit to which such Board seat was allocated, provided that the Owners, acting at a meeting called within ten (10) days after the occurrence of the vacancy, may fill the vacancy.

C. The Board may act (i) by majority vote at a meeting at which a majority of its members are present and of which notice has been given or for which notice has been waived, or (ii) by the unanimous written consent of its members without a meeting. The Board shall by resolution establish the required notice of meetings and other regulations for the conduct of meetings.



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3.07. Consent of Owners in Lieu of Meeting.

A. Any action, except election of the Board, which may be taken by the vote of the Owners at a meeting, may be taken without a meeting if authorized by the written consent of the Owners owning at least a majority of the Allocated Interests; provided that if any greater proportion of voting power is required for such action at a meeting, then such greater proportion of written consents shall be required.

B. In no instance where action is authorized by written consent need a meeting of owners be called or noticed.

3.08. Delegation. The Board shall elect (i) a President of the Association who shall preside over both its meetings and those of the Owners, and who shall be the chief executive officer of the Association, (ii) a Secretary who shall keep the minutes of all meetings of the Board and of the Owners and who shall, in general, perform all the duties incident to the office of Secretary, (iii) a Treasurer to keep the financial records and books of account, and (iv) such additional officers as shall be authorized by the Bylaws of the Association. The Board may delegate any of its duties, power or functions, including, but not limited to, the authority to give the certificates provided for in Article IV hereof, to any person or firm, to act as Manager of the Project or any separate portion thereof, provided that any such delegation shall be revocable upon not more than thirty (30) days' written notice by the Board. The members of the Board shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

3.09. Powers and Duties of Board of Directors. The Board, for the benefit of the Units and the Owners, shall provide, and shall pay for out of the maintenance fund hereinafter provided, subject to, if applicable, the approval rights of the Owners as set forth in this Declaration, the following:

(a) Taxes and assessments, and other liens and encumbrances, which shall properly be assessed or charged against the Project or the Common Elements rather than against the individual Owners and individual Units. The Board will endeavor to have each Unit separately assessed, and each Owner shall execute such instruments and take such action as may reasonably be required by the Board to obtain such separate assessment;

(b) Full maintenance of and utility services for the General Common Elements as set forth in Section 5.02 hereof;

(c) Maintenance of utility systems in the General Common Elements, and any required structural repairs as set forth in Section 5.02 hereof;

(d) Legal and accounting services;

(e) A multi-peril policy or policies of insurance insuring the Project (including Common Elements and the Units) against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, as required by Section 7.02 hereof;



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(f) A policy or policies of insurance insuring the Board, the Association, the Owners, and the Managing Agent against any liability to the public or to the Owners (and their invitees or Tenants), incident to the ownership or use of the Project, as required by Section 7.04 hereof,

(g) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(h) Such fidelity bonds as may be required by Section 7.06 of this Declaration;

(i) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Project or for the enforcement of this Declaration; provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations; insurance, taxes, or assessments are determined by the Board to be for the special benefit of particular Units, the cost thereof shall be specially assessed to the Owners of such Units.

3.10. Additional Rights, Powers and Duties of the Board. The Board shall have the following additional rights, powers and duties:

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Elements, on behalf of all owners;

(b) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;

(c) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to sign checks), and generally, to have all the powers of an office or mixed-use building manager;

(d) To protect or defend the Project from loss or damage by suit or otherwise, and to provide adequate reserves for replacements for General Common Elements,

(e) To make reasonable Regulations for the operation of the Project and to amend them from time to time, provided that any Regulation may be amended or repealed by an instrument in writing signed by the Owners of a majority of the Allocated Interests or, with respect to a rule applicable to less than all of the Project, by the Owners of a majority of the Allocated Interests of the Units affected. Regulations must provide that any pet deemed a nuisance by the Board shall be removed from the premises and may provide for limitations on use of the common recreational areas, if any, during certain periods by youthful persons, visitors or otherwise. Notwithstanding the foregoing, the consent of the Owner of the Residential Unit will be required in order to adopt any new Regulation or amend any Regulation that directly affects the Residential Unit;



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(f) To keep all books and records of the Association in accordance with Section 82.114 of the Act and in accordance with generally accepted accounting procedures that are sufficiently detailed to enable the Association to prepare any resale or other certificate required by applicable law and to have such books and records audited at least once a year by an auditor who is not associated with the Association, to make available to each Owner within sixty (60) days after the end of each year an annual report and, upon the written request of the Owners of one-third (1/3rd) of the Units, to have such report audited by an independent certified public accountant, which audited report shall be made available to each Owner within thirty (30) days after completion;

(g) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess all Units in proportionate amounts to cover the deficiency;

(h) To enforce the provisions of the Bylaws, this Declaration, and any Regulations made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or Regulations,

(i) The Board or its agents upon reasonable notice may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. The Board or its agents may likewise enter any balcony or stairway for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund;

(j) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the General Common Elements (other than for purposes of replacing or restoring portions of the General Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000) (exclusive of any insurance proceeds applied to such alterations, additions, improvements, or repair of damages), without in each case the prior approval of a majority of the Owners. Expenditures for such purposes shall be made from the maintenance fund;

(k) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Association and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Association;

(l) The Board may engage an experienced, professional person or firm as the Managing Agent. Any management agreement for the Project shall be terminable by the Association for cause upon 30 days' written notice thereof and shall be subject to the provisions of Section 3.10(n) hereof,



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(m) The Board shall have the authority to enter into contracts, leases, or to grant licenses or concessions with respect to any part of the General Common Elements or those Limited Common Elements it maintains pursuant to Section 5.02B, subject to the terms of this Declaration. If required by Fannie Mae, FHLMC, FHA or VA, all such contracts, leases, licenses, and concessions to which the Association is a party and all management agreements shall provide that the Association shall have the right of termination of any such contract, lease, license or concession, without cause, upon not more than ninety (90) days' notice to the other party thereto. Any agreement for the professional management of the Project, shall not exceed three (3) years. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of the Association or the Owners.

(n) The Board, on behalf of the Association, shall keep (i) such condominium information statements as are required by applicable law and any amendments thereto; (ii) the name and mailing address of each Owner; (iii) voting records, proxies, and correspondence relating to amendments to this Declaration; and (iv) minutes of meetings of the Association and the Board.

3.11. Board Powers, Exclusive. The Board, on behalf of the Association, shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

3.12. Limited Liability of the Board and the Owners. The members of the Board shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or commissions made in good faith as such Board member, or acting as the Board. Each member of the Board shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board, or any settlement thereof, whether or not he is a member of the Board at the time such expenses are incurred, except in such cases wherein the member of the Board is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. Every agreement made by the Board, Declarant or by the Managing Agent on behalf of the Association shall provide that the members of the Board, Declarant or the Managing Agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder.

3.13. Availability of Records. The Association shall make available to Owners or their agents, Eligible Holders and Mortgagees, during normal business hours or under other reasonable circumstances, current copies of this Declaration, the Bylaws and other rules concerning the Project, and other books, records and financial statements of the Association. The Association shall make available to prospective purchasers of Units current copies of the Declaration, Bylaws, other rules governing the Project, and the most recent annual audited financial statement, if such is prepared.



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3.14. Owner Information. Not later than the 30th day after the date of acquiring an interest in a Unit, the Unit Owner shall provide the Association with:

(a) the Owner's mailing address, telephone number, and driver's license number, if any;

(b) the name and address of the holder of any lien against the Unit, and any loan number;

(c) the name and telephone number of any person occupying the Unit other than the Owner; and

(d) the name, address, and telephone number of any person managing the Unit as agent of the Owner.

An Owner shall notify the Association not later than the 30th day after the date the Owner has notice of a change in any information required by this Section, and shall provide the information on request by the Association from time to time.

ARTICLE IV

ASSESSMENTS

4.01. Monthly and Special Assessments by the Association. The Association shall possess the right, power, authority and obligation to establish a regular Monthly Assessment and Individual Assessments for payment of Common Expenses and such Special Assessments as provided for in this Declaration.

4.02. Budget for Common Expenses. Commencing upon the conveyance of the first Unit and, thereafter, within thirty (30) days prior to the beginning of each succeeding calendar year, the Board shall (i) estimate the net charges to be paid during such year for the Common Expenses of the Project (including a reasonable provision for contingencies, replacements and such amounts as are necessary to fund the amounts required by Section 4.06 hereof, and less any expected income and any surplus from the prior year's fund) and (ii) prepare and deliver to each of the Owners a budget approved by the Board setting forth the anticipated Common Expenses for the ensuing year in sufficient detail so as to inform each Owner of the nature and extent of the Common Expenses anticipated to be incurred. Such estimated net charges for Common Expenses shall be either (a) assessed monthly to the Owners according to the Allocated Interests ("Monthly Assessments"), or (b) assessed to the appropriate Owner(s) as set forth in Section 4.11, as Individual Assessments. If the said estimated sum proves inadequate for any reason, including nonpayment of any Owner's Assessment, the Board may at any time levy a further Assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each Owner shall be obligated to pay Monthly Assessments made pursuant to this paragraph to the Association on or before the first (1st) day of each month during such year, or in such other reasonable manner as the Board shall designate.

4.03. Omission of Assessments. The omission by the Board, before the expiration of any year, to fix the Assessments hereunder for that or the next year shall not be deemed a waiver

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or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the Assessments or any installment thereof for that or any subsequent year, but the Assessment fixed for the preceding year shall continue until a new Assessment is fixed.

4.04. Detailed Records. The Board shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by any Owner at convenient, established, and publicly announced hours of working days.

4.05. Commencement of Payment of Assessments; Taxes. Each Owner shall pay Monthly Assessments as above specified commencing with the close of the purchase of the Unit owned by the Owner. In addition, each Owner shall pay, within ten (10) days after notice by the Board as to the amount due, which notice shall be given at least fifteen (15) days prior to delinquency of the taxes, an amount equal to the portion of real property taxes and utility bills attributable to his Unit which are assessed or charged against the Project rather than against the Unit.

4.06. Budgets; Maintenance Fund; Working Capital Fund.

A. The Board shall adopt and amend budgets for Assessments and other revenues, expenditures and reserves, and shall collect assessments and any other charges due or coming due under this Declaration.

B. The Association shall establish and maintain an adequate maintenance fund for the periodic maintenance, repair and replacement of improvements to the General Common Elements and those Limited Common Elements which the Association maybe obligated to maintain, if any. The Monthly Assessments collected by the Association shall constitute the maintenance fund for the Project. The Board may at anytime ratably increase or decrease the amounts of Monthly Assessments to such level as shall be reasonably necessary in the judgment of the Board to cover obligations of the Association under this Declaration, including provisions of reasonable reserves for replacements of General Common Elements. The Board is obligated to maintain assessments at a level sufficient to enable payment of all costs of operation of the Project.

C. The Association shall establish a working capital fund for the Project operation equal to the Monthly Assessment for each Unit. Each Owner's share of the working capital shall (i) be collected and transferred to the Association at the time of closing of the sale of each Unit and (ii) be maintained in a segregated account for the use and benefit of the Association. Unless waived by Fannie Mae, FHLMC or VA, the contribution to the working capital fund for each unsold Unit shall be paid to the Association.

4.07. No Exemption from Liability. An Owner is not exempted from liability for his Assessment by waiving the use of the Common Elements, or by abandoning his Unit, but an Owner shall not be liable for Assessments accruing after consummation of a transfer of his Unit



accomplished in accordance herewith, or after he has executed and delivered to the Board a recordable instrument conveying to the Association his interest in his Unit free and clear of all liens and encumbrances other than a Mortgage held by an Eligible Holder and/or a mortgage held by Declarant and/or the lien for unpaid assessments.

4.08. Default in Payment of Assessments. The Board hereby renews, reserves and assigns to the Association pursuant to the provisions of Section 82.113 of the Act, the vendor's lien and Deed of Trust lien established pursuant to the First Amended and Restated Declaration, pursuant to the provisions of the Act, against each Owner's Unit, which lien shall be and constitute a lien and encumbrance, in favor of the Association, upon such Owner's Unit. In connection therewith, and for the purpose of securing the payment of the aforesaid assessments, each of the Owners hereby grants, sells and conveys to the Association as Trustee, the Unit owned by such Owner, IN TRUST, upon the terms and conditions herein set forth, and for such purposes this Section 4.08 shall constitute a Deed of Trust under the laws of the State of Texas. At the option of the Association, with or without any reason, a successor or substitute Trustee may be appointed by the Association without any formality other than the designation in writing of a successor or substitute Trustee, who shall thereupon become vested with and succeed to all the powers and duties given to the Trustee herein named, the same as if the successor or substitute Trustee had been named original Trustee herein; and such right to appoint a successor or substitute Trustee shall exist as often and whenever the Association desires. **The vendor's lien and the deed of trust lien to secure the payment of assessments granted in this Section 4.08 and any other lien which the Association may have on any Unit for (i) Common Expense and other Assessments becoming payable on or after the date of recordation of the first Mortgage on any Unit or (ii) any fees, late charges, fines or interest that may be levied by the Association in connection with unpaid Assessments shall be prior and superior to all other liens and encumbrances subsequently created upon such Owner's Unit, regardless of how created, evidenced or perfected, other than the lien or equivalent security interest of any Mortgage on such Unit (provided such lien was recorded prior to the date on which the Assessment became delinquent) or a lien for governmental assessments or taxes. Each Assessment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed. The personal obligations for Assessments described in the preceding sentence shall not pass to successors in title to the Owner unless assumed by them, or required by applicable law. Any delinquent Assessment shall, after thirty (30) days' delinquency, bear interest from the original due date at the Past Due Rate. In the event of a default or defaults in payment of any Assessment or Assessments, and in addition to any other remedies herein or by law provided, the Board may enforce each such obligation as follows:**

(a) By suit or suits at law to enforce each such Assessment obligation. Each such action must be authorized by a majority of the Board, and any such suit may be instituted on behalf of the Association by any one (1) member of the Board or by the Manager, if the latter is so authorized in writing. Each such action shall be brought in the name of the Association and the Association shall be deemed to be acting on behalf of all the Owners. Any judgment rendered in any such action shall include, where permissible under any law, a sum for reasonable attorneys' fees in such amount as the court may adjudge against such defaulting Owner. Upon full satisfaction of any such judgment, it shall be the duty of the President of the Association, acting in the name of the



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Association, to execute and deliver to the judgment debtor an appropriate satisfaction thereof;

(b) At any time within ninety (90) days after the occurrence of any such default, the Board may give a notice to the defaulting Owner, which notice shall state the date of the delinquency and the amount of the delinquency, and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the Board may elect to record a notice of assessment against the Unit of such delinquent Owner. Such notice of assessment shall state (1) the name of the record Owner, (2) a description of the Unit against which the Assessment is made, (3) the amount claimed to be due and owing, (4) that the notice of assessment is made by the Board pursuant to the terms of this Declaration (giving the date of execution and the date, book and page references of the recording hereof in the Office of the Clerk of the County), and (5) that a lien is claimed against the described Unit in an amount equal to the amount of the stated delinquency. Any such notice of assessment shall be signed and acknowledged by any member of the Board. Upon recordation of a duly executed original or duly executed copy of such notice of assessment by the Clerk of the County, the Deed of Trust lien herein created shall immediately become subject to foreclosure, subject only to the limitations set forth in this Declaration. Each default shall constitute a separate basis for a notice of assessment or a lien. If any Owner shall continue to default in the payment of any Assessment payable hereunder for a period of ten (10) days after the delivery and recordation of any said notice of assessment, the Association, as Trustee acting through any authorized officer or by any agent or attorney-in-fact properly authorized by any such officer, may, when authorized so to do by a majority of the Board, sell the Unit owned by the delinquent Owner at public auction to the highest bidder for cash pursuant to the provisions of Chapter 51.002 of the Texas Property Code as in force and effect on the date on which this Declaration is recorded, or in accordance with the prescribed manner for foreclosure of Deed of Trust liens provided by any future amendment to such Chapter 51.002 or any other statute or article enacted in substitution therefor. In lieu of the foregoing, the Board may enforce any such lien and the vendor's lien granted herein as a mortgage lien in accordance with the provisions of the laws of the State of Texas, now or hereafter in effect, which provisions (including matters incorporated therein by reference) are hereby incorporated herein by reference. In the event such foreclosure is by action in court, reasonable attorneys' fees shall be allowed to the extent permitted by law. In the event the foreclosure is as in the case of a deed of trust under power of sale, the Board, or any person designated by it in writing, shall be deemed to be acting as the agent of the lienholder and shall be entitled to actual expenses and such fees as may be allowed by law or as maybe prevailing at the time the sale is conducted. The deed upon foreclosure shall be executed and acknowledged by any member of the Board or by the person conducting the sale;

(c) For the purposes of this Section 4.08, a deed upon foreclosure executed and acknowledged by any member of the Board shall be conclusive upon the Board and the Owners in favor of any and all persons who rely thereon in good faith as to the matters therein contained. In the event any notices of assessment have been recorded as herein provided, and thereafter the Board shall receive payment in full of the amount claimed to be due and owing, then upon demand of the Owner or his successor, and



payment of a reasonable fee, not to exceed the reasonable administrative, legal, and other expenses actually incurred by the Association in connection with such delinquent assessment, the Board, acting by any member, shall execute and acknowledge (in the manner above provided) a release of such notice, stating the date of the original notice of assessment, the amount claimed, the date, book, and page wherein the notice of assessment was recorded, and the fact that the assessment has been fully satisfied.

4.09. Special Assessments.

A. In addition to the Monthly Assessments, should the Board determine the need for a capital improvement to the General Common Elements, other such addition to the Project, which addition constitutes a General Common Element, or other non-recurring Common Expense relating to the property maintenance, care, alteration, improvement, replacement, operation and management of the General Common Elements and the administration of the Association, or to establish a reserve for the repair or replacement of any capital improvement to the General Common Elements, then the vote or written consent of Owners representing at least fifty-one percent (51%) of the Allocated Interests shall be required to approve and render effective such Special Assessment levied by the Board to cover the cost of such expenditure. Such Special Assessment shall be a charge against each Owner and his Unit, representing a portion of the costs to the Association for installation, construction, repair or replacement of any capital improvement on the General Common Elements which the Association may from time to time authorize. Such charge shall be assessed to the Owners according to the Allocated Interests.

B. In addition to the Individual Assessments, should the Board determine the need for a capital improvement to the Limited Common Elements maintained by the Association pursuant to Section 5.02B, or other non-recurring Common Expense relating to the property maintenance, care, alteration, improvement, replacement, operation and management of the Limited Common Elements maintained by the Association pursuant to Section 5.02B, or to establish a reserve for the repair or replacement of any capital improvement to the Limited Common Elements maintained by the Association pursuant to Section 5.02B, then the vote or written consent of Owners of the Units to which such Limited Common Elements are appurtenant shall be required to approve and render effective such Special Assessment levied by the Board to cover the cost of such expenditure. Such Special Assessment shall be a charge against each Owner and his Unit, representing a portion of the costs to the Association for installation, construction, repair or replacement of any capital improvement on the Limited Common Elements maintained by the Association pursuant to Section 5.02B, which the Association may from time to time authorize. Such charge shall be assessed to the Owners according to the allocation method set forth in Section 5.02B.

C. Upon collection, the Special Assessment shall be placed in a separate account segregated from other funds of the Association and designated for the specific purposes set forth in the resolution or other document evidencing the approval of such Special Assessment.



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4.10. Payment of Assessments Upon Sale or Conveyance of a Unit.

A. If an Owner conveys a Unit and Assessments against the Unit are unpaid, the Owner shall pay all unpaid Assessments against such Owner levied by the Board pursuant to the terms hereof out of the sale price or the purchaser shall pay the Assessments in preference to any other charges against the Unit except:

(i) Assessments, liens, and charges in favor of the State of Texas and a political subdivision of the State of Texas for taxes on the Unit that are due and unpaid; or

(ii) An obligation due under a validly recorded Mortgage.

B. The lien or liens described in Section 4.08 hereof shall not be affected by any sale or transfer of a Unit except that a sale or transfer of a Unit pursuant to a foreclosure of a Mortgage shall extinguish a subordinate lien for common expense charges and assessments which become payable prior to such sale or transfer, provided, however, any such delinquent assessments which shall be extinguished pursuant to the foregoing provision shall be reallocated and assessed to all Units as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any expense charges or Assessments made thereafter. Any Eligible Holder who obtains title to a Unit pursuant to the remedies provided in a Mortgage or foreclosure of a Mortgage shall not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee except for liens duly recorded pursuant to Section 82.113 of The Act, as described in Section 4.08 of this Declaration, prior to the date of recordation of such Mortgage; any such unpaid dues or charges may be reallocated and assessed to all Units as a Common Expense

4.11. Individual Assessments. Notwithstanding the preceding provisions of this Article IV or any other provisions of this Declaration to the contrary:

(a) Responsibility for expenses (including for the purposes of this Section 4.11 reserves and all other items includible in Common Expenses), and the allocable Assessment, shall be allocated by the Board in a manner different than by an application of all expenses chargeable on the basis of the Allocated Interests as follows:

(i) expenses solely with respect to one Unit or less than all Units shall be chargeable to the Owners of that Unit or Units;

(ii) any expense incurred as a result of the misuse, fault or neglect of a particular Unit Owner or guests or any occupants of any such Owner shall be chargeable to that Owner;

(iii) any increase in insurance premiums or other expenses solely on account of the use of an Unit or any portion of the Common Elements by a Unit Owner may be allocated by the Board to that Unit Owner;



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(iv) expenses with respect to the Limited Common Elements described in Section 5.02B hereof shall be chargeable as provided therein.

(b) Except as set forth differently elsewhere, where charges are allocated to one or more Units, the amount of such charges shall be allocated to a Unit responsible for such a charge in accordance with the percentage by which the Allocated Interest of such Unit bears to the total amount of Allocated Interest of all Units to be charged with such item.

(c) Any dispute arising between one or more Unit Owners and the Board or the Association with respect to the allocation of expenses shall be resolved by arbitration, as the *exclusive remedy* therefore. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association or other arbitration board as is selected by mutual agreement of the parties to a dispute. The losing party in such dispute shall be responsible for the payment of the expenses of the arbitration, but each party shall pay the expenses of its own attorney, unless otherwise decided by the arbitrators. The foregoing shall not be deemed to limit any rights granted pursuant to Section 4.08.

ARTICLE V

MAINTENANCE, ALTERATIONS, TAXES AND UTILITIES

5.01. Each Owner's Obligation to Repair.

A. **Maintenance of Units.** Except for those portions which the Association is required to maintain and repair hereunder (if any), each Owner shall at such Owner's expense keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit, all in accordance with the Maintenance Standard. In addition to decorating and keeping the interior of his Unit in good repair, each Owner shall be responsible for the maintenance, repair or replacement of any interior non-structural walls, doors within or affording access to a Unit, and all Systems, to the extent such Systems do not serve another Unit, and all fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals or ranges that may be in, or connect exclusively with, his Unit, all in accordance with the Maintenance Standard.

B. **Maintenance of Limited Common Elements.** Except as otherwise provided in Section 5.02B, each Owner shall also, at such Owner's own expense, keep the Limited Common Elements which are appurtenant to his Unit in good order, condition and repair in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of such Limited Common Elements, all in accordance with the Maintenance Standard. The Association shall not be responsible to any Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in any Common Elements or his Unit.



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5.02. Maintenance of Certain Common Elements.

A. **Association's Obligation to Repair.** All General Common Elements shall be repaired and maintained by the Association in accordance with the Maintenance Standard, the cost and expense of which shall constitute a Common Expense and shall be payable by the Association as may be set forth herein. The Association shall establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Assessments and working capital contributions rather than by Special Assessment; provided, however, that the Association may require Special Assessments for such purposes, in accordance with Section 4.09 of this Declaration. An Owner may elect, at its sole discretion and at its sole expense, to perform maintenance work to the General Common Elements over and above that necessary to meet the Maintenance Standard, and so long as such additional work does not adversely impair another Unit, an Owner will be permitted to perform such additional work upon the consent of the Board, not to be unreasonably withheld or delayed. Nothing in this Declaration shall be deemed or construed as relieving any Owner from liability or responsibility for damage to the Common Elements caused by the negligence or misconduct of an Owner or an Owner's occupants or invitees.

B. **Association Obligation to Repair Limited Common Elements.** All Limited Common Elements that are appurtenant to more than one Unit shall be maintained by the Association in accordance with the Maintenance Standard, the cost and expense of which shall constitute an Individual Assessment and shall be payable by each Unit of which the Limited Common Element is appurtenant on the basis of its Allocated Interest relative to the total Allocated Interest of both Units to be charged.

5.03. Failure of Owner to Maintain Unit.

A. If any Owner fails or neglects to maintain, repair or clean its Unit or Limited Common Elements in accordance with the Maintenance Standard as required in this Declaration, and such failure or neglect continues for 15 days after such Owner's receipt of written notice of such neglect or failure from the Association, then the Association acting on its own behalf shall take commercially reasonable steps to perform, or cause to be performed, the maintenance, repair, cleaning and replacement in the manner as required by this Declaration and in that regard may enter the applicable Unit. The defaulting Owner shall, upon demand, reimburse the Association for all costs and expenses incurred in the exercise of its rights in this Declaration. Any Charges for such costs and expenses not paid within ten days from the defaulting Owner's receipt of demand from the Association shall bear interest at the Past Due Rate.

B. In the event the Association declines to perform such maintenance on behalf of the defaulting Owner, or the Association neglects to maintain, repair or clean the General Common Elements or Limited Common Elements maintained by the Association pursuant to Section 5.02B hereof, an Owner may deliver written notice to the Association stating the specific items that the Association is neglecting to maintain, repair or clean and the Association must remedy such matter within 15 days of the receipt of written notice, and if such matter cannot reasonably be remedied within 15 days, the Association must have begun and been diligently pursuing such remedy within the 15 day period.



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C. Any controversy or dispute arising from or in connection with the performance of this Section 5.03, shall be submitted to and decided by binding arbitration.

(a) The party desiring resolution of any controversy or dispute arising from or in connection with this Section 5.03, shall serve written notice upon the other party, together with the designation of the first party's selected arbitrator. If the person designated by the first party is acceptable to the second party as the arbitrator, the second party shall so notify the first party within ten (10) days and such person shall serve as the sole arbitrator. If the person so designated is not acceptable to the second party, then the second party shall designate in writing his, her or its own selected arbitrator in a notice served on the first party within the same ten (10) day period. The two arbitrators so named, if such is the case, shall, within ten (10) days thereafter, appoint an arbitrator, and such third arbitrator shall then proceed as the sole arbitrator to forthwith hear and determine the matter. If either party fails, within the time allowed herein, to appoint an arbitrator, if such failure continues for five (5) days after written notice of such failure has been provided, the arbitrator named by the other party shall act as the sole arbitrator and unilaterally decide the matter. If the two arbitrators are unable to agree upon a third arbitrator within the ten (10) days allowed herein, either party may at any time apply to the presiding judge of the United States District Court of the Dallas Division of the Northern District of Texas for the appointment of an arbitrator, and the court appointed arbitrator shall proceed forthwith to hear and unilaterally determine the matter. Such arbitration shall conclude and an award shall be issued within 30 days after the arbitrator has been appointed and shall occur at a mutually acceptable location in Dallas, Texas.

(b) Within 10 days of the date that the arbitrator has been appointed, the parties shall serve on the arbitrator in writing their respective positions on the dispute and shall include the specific maintenance, repair, cleaning or replacement they seek pursuant to Section 5.03A. Simultaneously with service on the arbitrator of each party's position, a copy of such position shall be served on all other parties to the dispute. The issues in dispute shall be submitted as "baseball" or final-offer arbitration, whereby each party shall submit what it deems to be its most reasonable position and the arbitrator shall select one of those two positions. The arbitrator shall have no discretion to select or award a position other than to select one of those submitted by the parties. The parties agree that the remedies to be awarded are to, the arbitrator awarding to one party the right to repair, maintain, replace or clean the other Owner's Unit or Limited Common Element or a General Common Element of the Project at the cost of the other party. To the extent rules governing arbitration are deemed necessary by the arbitrator (or by agreement of the parties), the current Rules for Commercial Mediation and Arbitration promulgated by the American Arbitration Association shall apply to the extent they do not conflict with the terms of this paragraph. The award that is rendered by the arbitrator shall be in writing and delivered to the parties no later than ten (10) days from the deadline for submission of the positions of the parties to the arbitrator. The parties may resort to any court of competent jurisdiction for enforcement of, or any other action relating to, the arbitrator's award. The arbitrator's award shall state that the party or parties whose position is not selected by the arbitrator shall be responsible for all attorneys' fees, costs, and arbitrator's fees and costs incurred in connection with the arbitration by the party whose position is selected.



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5.04. Alterations, Additions and Improvements.

A. Exterior Appearance. Except as permitted by Section 5.04C, no Owner shall make any alterations, repairs of or additions to his Unit or Limited Common Elements which would substantially affect the exterior appearance thereof, or paint any part of the exterior of his Unit, without the prior written approval of the plans and specifications therefor, and the color, by the Board. The Board shall grant its approval only in the event that the proposed work will benefit and enhance the Project in a manner generally consistent with the plan of development thereof and, in the event the alteration, repair or addition will substantially affect the exterior appearance of the Building in a manner that is inconsistent with an upscale business and residential project, the approval of the Owners holding not less than one hundred percent (100%) of the Allocated Interests will be required. The Board's approval or disapproval shall be in writing. In the event that the Board fails to approve or disapprove within thirty (30) days after the appropriate plans and specifications have been submitted to it, or in any event, if no suit to enjoin such work has been commenced before thirty (30) days after commencement thereof, approval will be deemed given and compliance with the terms of this paragraph conclusively presumed. Furthermore, all work done in accordance with Section 5.04 of this Declaration shall be done in compliance with the plans approved by the Association, all legal requirements and the Governing Documents, and:

- (i) all exterior changes and modifications to the Retail Unit made solely to accommodate certain retail tenants will be at the sole cost and expense of the Retail Unit; and
- (ii) all changes to the exterior of the Building which are solely aesthetic changes and are not made for the purpose of repair, maintenance or restoration of the Project will be at the sole cost and expense of the Unit(s) electing to make such changes.

B. Structural Items and Systems. Nothing shall be done in or to any part of the Project which will impair the structural integrity of any part of the Project or will impair any plumbing, mechanical or electrical work within any Unit, or any common wall without the prior consent of all Owners of the affected Units, except in connection with maintenance, alterations or repairs specifically permitted or required hereunder. Without limiting the generality of the foregoing, the balconies which are located on the 12th floor and are Limited Common Elements shall not be structurally altered without the prior approval of the Board. Each Owner shall have the right to paint, wallpaper, or otherwise furnish the interior surfaces of his Unit as he sees fit.

C. Expansion Space. The Retail Owner or the Office Unit Owner may elect to relocate its boundaries and to expand into all or any part of the Expansion Area by removing and relocating all or any part of any intervening partition or exterior wall, notwithstanding the fact that such partition and/or exterior wall may in whole or in part be a Common Element, so long as no portion of any load bearing wall or load bearing column is weakened or removed, unless in compliance with this Section 5.04C. In the event that such expansion causes a load bearing wall or load bearing column to be weakened or removed, such load bearing wall or load bearing column must be replaced with a load bearing wall or load bearing column of equal or greater strength and quality and such work must be performed in a good and workmanlike manner by a



capable and experienced workman and such load bearing wall or load bearing column, replacement load bearing wall or load bearing column or temporary load bearing wall or load bearing column must remain fully operational. In the event that such expansion causes any pipes, flues, conduits, shaft, vents, ducts, wiring and similar Common Elements to be altered, damaged or destroyed, the Owner electing to relocate its boundaries must relocate such Common Elements so long as such relocation is performed in a good and workmanlike manner by a capable and experienced workman and such Common Elements remain fully operational. Notwithstanding the above, prior to the commencement of any such relocation and alterations, such Owners shall submit to the Board of Directors for its approval full and complete plans and specifications relating to such alterations and a report of a structural engineer evidencing the feasibility of such proposed alterations. The Board of Directors may request such additional information as it deems necessary to evaluate the alteration request. In the event the Board of Directors approves such change, the Association shall cause an appropriate instrument of amendment to this Declaration to be prepared, executed and recorded all at the sole expense of the Owner or Owners requesting the expansion and relocation of boundaries. The instrument of amendment shall (i) contain such plats and floor plans as are necessary to show the boundaries of the Units involved, which shall be certified to their accuracy by a registered architect or engineer, (ii) recite the occurrence of any conveyance between the Owners of the Units affected, and (iii) specify the reallocation of the Allocated Interest calculated in accordance with the Reallocation Percentage. All of the construction costs incurred pursuant to this section shall be the sole expense of the Owner(s) electing to expand into the Expansion Area.

D. General Common Elements. Any Owner may elect to upgrade a General Common Element so long as such upgrade (i) does not affect the structural integrity of the Project, (ii) is performed at a time to cause the least interruption and inconvenience to the Unit Owners, (iii) is performed by a contractor approved by the Board and otherwise complies with the terms of the Governing Documents, and (iv) does not adversely affect any other Unit. Prior to the commencement of any such upgrade, such Owner shall submit to the Board of Directors for its reasonable approval full and complete plans and specifications relating to such upgrade and, if such upgrade may affect the structural integrity of the Project, a report of a structural engineer evidencing the feasibility of such proposed upgrade. The Board of Directors may request such additional information as it deems necessary to evaluate the upgrade request. All costs incurred pursuant to this section shall be the sole expense of the Owner(s) electing to perform the upgrade.

5.05. Mechanic's Liens; Indemnification. No labor or services performed or materials furnished and incorporated in an Owner's Unit shall be the basis for the filing of a lien against any Unit of any Owner not expressly consenting to or requesting the same, or against the Common Elements. **EACH OWNER (TO THE EXTENT ARISING THROUGH SUCH OWNER OR ITS UNIT) SHALL INDEMNIFY AND HOLD HARMLESS EACH OF THE OTHER OWNERS AND THE ASSOCIATION FROM AND AGAINST ALL LIABILITIES AND OBLIGATIONS ARISING FROM THE CLAIM OF ANY MECHANIC'S LIEN AGAINST THE UNIT OF SUCH OWNER, THE UNIT OF SUCH OTHER OWNERS AND/OR THE COMMON ELEMENTS.** All contracts for labor, services and/or materials with respect to any of the Units shall be in compliance with the provisions hereof.



5.06. **Restrictions on Use of Units and Common Elements.** The Condominium shall be occupied and used as follows:

(a) The Residential Unit and all Sub-Units therein shall be used or occupied solely for residential purposes and those uses appurtenant to residential purposes, such as corridors for ingress and egress, meeting rooms, recreational areas, and management/sales office and model unit(s) for use by the respective Owners or managers of the Residential Unit, provided, the Residential Unit shall not be used or occupied for any purpose prohibited by Section 5.06(e)-(i);

(b) The Office Unit and Sub-Unit therein, if any, shall be used or occupied solely for office, retail, restaurant, bar, athletic facility purposes and such compatible uses as permitted by applicable law which are compatible with the operation of the Condominium as an upscale business and residential project; and including a management office for use by the Owner or manager of the Office Unit, provided, the Office Unit shall not be used or occupied for any purpose prohibited by Section 5.06(e)-(i);

(c) The Retail Unit and Sub-Unit therein, if any, shall be used or occupied solely for office, retail, restaurant, bar, athletic facility purposes and such compatible uses as permitted by applicable law which are compatible with the operation of the Condominium as an upscale business and residential project and including a management office for use by the Owner or manager of the Retail Unit, provided, the Retail Unit shall not be used or occupied for any purpose prohibited by Section 5.06(e)-(i);

(d) There shall be no obstruction of the General Common Elements, nor shall anything be kept or stored in the General Common Elements, nor shall anything be altered, or constructed or planted in, or removed from the General Common Elements, without the written consent of the Board;

(e) No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in any increase of fire insurance premiums or the cancellation of insurance on any part of the Condominium, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(f) No sign of any kind shall be displayed to the public view on or from any Unit, without the prior consent of the Board.

(g) No Unit may be used for or in connection with:

(i) Any noxious or offensive activity; or

(ii) Any activity or installation which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to other Owners.

(h) No Unit Owner shall cause or permit anything to be placed on the outside walls of his Unit, and no sign, awning, canopy, window air conditioning unit, shutter, or



other fixture shall be affixed to or placed upon the exterior walls or roof of the Building or any part thereof, without the prior consent of the Board.

(i) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept clear of rubbish, debris and other unsightly materials; and

(j) No outdoor barbecue grills shall be permitted in the Residential Unit or any of the balconies.

5.07. Liability of Owners for Negligence. Each Owner shall be liable to the Board for any damage to the Common Elements caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees, to the extent (i) permitted under the laws of the State of Texas, and (ii) that the damage shall not be covered by insurance. Each Owner shall indemnify, hold harmless, and pay any costs of defense of each other Owner from claims for personal injury or property damage occurring within the Unit of the other Owner, provided that this protection shall not extend to any Owner whose negligence or willful misconduct caused or contributed to the cause of the injury or damage.

5.08. Regulations. Subject to Section 3.10(e) of this Declaration, all Owners and occupants shall abide by any Regulations adopted by the Board. The Board shall have the power to enforce compliance with said Regulations by all appropriate legal and equitable remedies, and an owner determined by judicial action to have violated said Regulations shall be liable to the Association for all damages and costs, including attorneys' fees.

5.09. Abatement of Violations; Powers to Enforce Declaration of Owners.

A. The violation of any Governing Document, or of any other declaration of covenants, conditions or restrictions to which a Unit may be subject, shall give the Board the right, in addition to any other right or remedy elsewhere available to it:

(i) to enter into a Unit in which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of its Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of any of the foregoing documents, and the Board shall not be deemed to have trespassed, or

(ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Notwithstanding the foregoing provisions, prior to the use of summary abatement or similar means to enforce any Governing Document or any other covenant, condition or restriction against a Unit or its use, judicial proceedings must be instituted before any items of construction can be altered or demolished. The failure of any Owner to comply with the provisions of the Governing Documents will give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages, or for injunctive relief, or both, to the extent permitted under the laws of the State of Texas. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all

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damages, liquidated or otherwise, together with interest thereon at the Past Due Rate until paid, shall be charged to and assessed against such defaulting Owner, and the Board shall have a lien for all of the same upon the Unit of such defaulting Owner, upon all of his additions and improvements thereto, and a security interest under the Texas Uniform Commercial Code upon all of his personal property in his Unit or located elsewhere on the Project; such lien and security interest shall be subordinate to the lien of any Mortgage affecting any such Unit. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

B. If the Board has failed to act to enforce any provision of this Declaration, the Bylaws or decisions made by the Association pursuant thereto, for thirty (30) days after written demand by any Owner, then any such Owner shall be entitled to prosecute, on behalf of the Association and all the Owners, any action authorized hereunder to be prosecuted by the Board, and shall be entitled to any other appropriate equitable relief. Each Owner shall have similar rights of action against the Association.

5.10. Advances. Should any Owner or any Mortgagee of any Unit advance any sum toward discharge of an obligation of the Board on behalf of the Association in order to protect the Project against the consequences of a delinquency in discharging such obligation, such Owner or Mortgagee, in connection with such advance, shall be subrogated to all rights of the Board, including the right to collect interest, against those Owners whose defaults have made necessary the advance concerned, until such advance shall have been repaid together with interest thereon at the highest lawful rate plus any reasonable attorneys' fees or other reasonable costs incurred in collection.

5.11. Failure of the Board to Insist on Strict Performance; No Waiver. The failure of the Board to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board or Manager of any Assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Board or the Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board or the Manager.

5.12. Utilities. Each Owner shall be responsible for and shall pay all utilities relating to such services used or consumed at or with respect to the occupancy of the Owner's Unit, to the extent such charges are separately metered. Any utility charges not so separately metered and serving all three Units, and charges relating to such services used in connection with the use and maintenance of the General Common Elements, shall constitute a Common Expense and be payable by the Association. Any costs for utility charges not so separately metered and serving two Units shall be allocated according to their relative Allocated Interests as adjusted between each of the two Units to equal 100%.



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5.13. Taxes. Each Owner shall be responsible for and shall pay when due all taxes, assessments and other governmental impositions lawfully levied or assessed with respect to such Owner's Unit.

ARTICLE VI

MORTGAGES

6.01. **Mortgage of a Unit.** An Owner shall be entitled from time to time to mortgage or encumber such Owner's Unit by creating a lien covering such Unit under the provisions of a deed of trust, but any lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder which acquires an Owner's Unit through judicial foreclosure, public sale or any other means shall be subject to the terms and provisions of this Declaration, except as specifically provided to the contrary herein. An Owner which mortgages such Owner's Unit shall notify the Association, giving the name and address of said Owner's mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Owner's Units."

6.02. Mortgagee Protection Provisions.

A. Any Mortgagee of a Unit, upon written request, shall be given written notification by the Association of any default by the Owner of the Unit covered by such Mortgage in the performance of such Owner's obligations hereunder which is not cured within sixty (60) days. Any Eligible Holder and any insurer or guarantor of any Mortgage upon written request to the Association (such request to state the name and address of such Eligible Holder, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:

(i) Any proposed amendment of this Declaration effecting a change in (a) the boundaries of any Unit (to which such Eligible Holder's Mortgage applies) or the exclusive easement rights appertaining thereto, (b) the interests in the General or Limited Common Elements appertaining to any Unit (to which such Eligible Holder's Mortgage applies) or the liability for Common Expenses appertaining thereto, (c) the number of votes in the Association appertaining to any Unit (to which such Eligible Holder's Mortgage applies) or (d) the purposes to which any Unit (to which such Eligible Holder's Mortgage applies) or the Common Elements (to which such Eligible Holder's Mortgage applies) are restricted;

(ii) Any proposed termination of the Condominium;

(iii) Any condemnation loss or any casualty loss which affects a material portion of the Project or which affects any Unit on which there is a Mortgage held, insured or guaranteed by such Eligible Holder;

(iv) Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the Mortgage of such Eligible Holder where such delinquency has continued for a period of sixty (60) days;



(v) Any lapse, cancellation or material modification of any insurance policy or fidelity bond required or maintained by the Association hereunder; and

(vi) Any proposed action which would require the consent of a specified percentage of Eligible Holders as specified in Section 5.09 or Section 8.06 hereof.

B. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the Eligible Holders of Mortgages on Units to which at least ninety percent (90%) of the votes of Units subject to Mortgages held by such Eligible Holders are allocated, is obtained.

C. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Project shall require the approval of the Eligible Holders of Mortgages on Units to which at least ninety percent (90%) of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

D. Any Eligible Holder shall, upon written request, be entitled to receive a financial statement of the Association (audited if required under this Declaration or applicable law) for the immediately preceding fiscal year, free of charge to the party so requesting within a reasonable time following such request.

E. Any Eligible Holder who obtains title to a Unit pursuant to the remedies provided in a Mortgage or foreclosure of a Mortgage shall not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee except for liens duly recorded pursuant to Section 82.113 of The Act, as described in Section 4.08 of this Declaration, prior to the date of recordation of such Mortgage; any such unpaid dues or charges may be reallocated and assessed to all Units as a Common Expense.

F. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Project, unless at least three-quarters (3/4) of the Eligible Holders of Mortgages on Units (based upon one vote for each Mortgage owned), and all of the Owners have given their prior written approval, the Association shall not be entitled to:

- (i) By act or omission, seek to abandon or terminate the Condominium;
- (ii) Change the pro rata interest or obligations of any Unit for the purpose of:
 - (a) Levying assessments or charges or allocating distributions of hazard Insurance Proceeds or condemnation awards; or
 - (b) Determining the Allocated Interest of each Unit;
- (iii) Partition or subdivide any Unit except as otherwise permitted under this Declaration;
- (iv) Except as provided in Section 5.04C, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of



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easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Project shall not be deemed a transfer within the meaning of this clause); or

(v) Use hazard Insurance Proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property.

G. Except as provided in Section 7.03 of this Declaration, no provision of the Governing Documents shall entitle any Owner of a Unit, or any other party, priority over any rights of the Mortgagee of such Unit pursuant to such Mortgagee's Mortgage in the case of a distribution to such Owner of Insurance Proceeds or condemnation awards for losses to or a taking of Unit and/or Common Elements

H. The Board and the Association intend that the Project shall, if it decides to qualify for such loans, comply with all requirements of Fannie Mae pertaining to the purchase by Fannie Mae of conventional home loans. All Owners therefore agree that, notwithstanding anything to the contrary contained herein, but subject to the requirements of applicable law, in the event that the Project or any Project Documents do not comply with Fannie Mae requirements, the Board shall have and is hereby granted irrevocably the power (on behalf of the Association and each Owner, but without an obligation to do so) to amend the terms of this Declaration and the other Governing Documents and to enter into any agreement with Fannie Mae (or its designees) or the Mortgagees reasonably required by Fannie Mae or the Mortgagees to allow the Project and the Project Documents to comply with such requirements.

I. Any Eligible Holder of a Mortgage on a Unit shall have the right, but not the obligation, at any time prior to the termination of this Declaration, and without payment of any penalty, to do any act or thing required of any party hereunder; and to do any act or thing which may be necessary or proper to be done in the performance and observance of the agreements, covenants and conditions hereof. All payments so made and all things so done and performed by any such Mortgagee shall be effective to prevent a default under this Declaration as the same would have been if made, done and performed by any Owner instead of by said Mortgagee. Any event of default under this Declaration which in the nature thereof cannot be remedied by Mortgagee shall be deemed to be remedied if: (a) within the later of (i) sixty (60) days following any cure period provided to an Owner by the terms of this Declaration or, (ii) sixty (60) days after receiving written notice from the non-defaulting party setting forth the nature of such event of default, or prior thereto, the Mortgagee shall have acquired the property owned by the defaulting party (the "Acquired Property") or shall have commenced foreclosure or other appropriate proceedings in the nature thereof, (b) the Mortgagee diligently prosecutes any such proceedings to completion, (c) the Mortgagee shall have fully cured any default in the payment of any monetary obligations owed the non-defaulting party hereunder within such sixty (60) day period and shall thereafter continue to perform faithfully all such non-monetary obligations which do not require possession of the Acquired Property, and (d) after gaining possession of the Acquired Property following a foreclosure or deed in lieu thereof, the Mortgagee performs all other obligations of the defaulting party hereunder as and when the same are due.



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J. The Association and the Board of Directors agrees to cooperate reasonably with any requesting party in regard to the satisfaction of requests or requirements by a Mortgagee; provided, however, such cooperation shall be at the sole cost and expense of the requesting party, and provided, further, that no party shall be deemed obligated to accede to any request or requirement that materially and adversely affects its rights under this Declaration, as determined in the acceding party's sole discretion.

6.03. Estoppel Certificates.

Each Owner, from time to time but not more often than three (3) times per calendar year, shall have the right to require the Association and the other Owners, to deliver to the requesting Owner a written statement addressed to the requesting Owner and its Mortgagee or purchaser of its Unit, as applicable, without payment of any fee or cost certifying:

(a) the Declaration is unmodified and in full force and effect (or if modified that this Declaration as so modified is in full force and effect);

(b) the Declaration attached to the certificate is a true and correct copy of this Declaration and all amendments hereto;

(c) to the knowledge of the certifying party, the requesting party is not in default of any of its obligations under the Declaration (or if the certifying party knows the requesting party to be in default, specifying the defaults and any remaining cure period, if any);

(d) the certifying party hold no then existing liens against the requesting party's Unit;

(e) the date through which all Assessments have been paid by the Owner requested to provide the certificate; and

(f) such other matters as are reasonably requested by the requesting Owner.

ARTICLE VII

INSURANCE

7.01. **Insurance by the Association.** The Association shall obtain and maintain (a) insurance coverage required by Section 82.111 of the Act and insurance coverage in at least the amounts of the coverage set forth in this Article VII and (b) at the expense of the Owner incurring such Mortgage, such other insurance (or additional coverage) as such Owner's Mortgagee shall require. The Association shall carry such other or additional insurance in such amounts and against such risks as the Association shall reasonably deem necessary with respect to the Common Elements or operation of the Association.

7.02. **Maintenance of Hazard Insurance.** The Board, on behalf of the Association, shall obtain, maintain and pay the premiums upon, as a common expense, a "master" or "blanket" type policy or policies of multi-peril type hazard insurance, insuring the Units,



Common Elements and other Project facilities (specifically including fixtures to the extent they are part of the Common Elements, building service equipment, and common personal property and supplies belonging to the Association) against loss or damage by the perils of fire, lightning and those contained in the standard "all risk," extended coverage, vandalism and malicious mischief endorsements and the other endorsements specified below, such other risks, of a similar or dissimilar nature, as are or shall hereafter normally be covered with respect to other condominium projects similar in construction, design and use to the Project, on the basis of 100% of the current replacement cost of the property being insured, but exclusive of the Land, foundations, excavations and other items that are usually excluded from coverage (but not less than the aggregate amount of all outstanding indebtedness secured by Mortgages against the Units). Unless a higher maximum amount is required by state law, the maximum deductible amount for hazard insurance policies covering the Project shall be the lesser of \$10,000 or 1 % of the policy face amount. Funds to cover these deductible amounts shall be included in the Association's operating reserve account. All hazard insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or the Insurance Trustee named pursuant to Section 7.03 of this Declaration) as trustee for the use and benefit of the individual Owners (without naming them) in proportion to their Allocated Interests. The "loss payable" clause shall be in favor of the Association (or the Insurance Trustee), as a trustee, for each Owner and each such Owner's Mortgagee. Evidence of insurance shall be issued to each Owner and Mortgagee. All references herein to a "master" or "blanket" type policy of hazard insurance are intended to denote single entity condominium insurance coverage. In addition, any fixtures, equipment or other property within the Units which are to be financed by a Mortgage to be purchased or securitized by Fannie Mae (regardless of whether or not such property is a part of the Common Elements) shall be covered in such "master" or "blanket" policy or policies. Such policy or policies must be consistent with the insurance laws of the State of Texas, including any political subdivision thereof having jurisdiction over the Project, and the coverage of such policy or policies shall be at least equal to the coverage that is normally required for projects similar to the Project by prudent institutional mortgage investing in the area in which the Project is located. Prior to the renewal of any such policy or policies of insurance, the Board shall obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Common Elements and the Units for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be maintenance fund expenses. All such policies of insurance shall comply with the provisions of Section 7.03 hereof and shall (i) contain standard mortgagee clause endorsement, or equivalent endorsement (without contribution) which is commonly accepted by private institutional mortgage investors in the area in which the Project is located in favor of the Mortgagee (and its successors and assigns) of each Unit, if any, and which appropriately names Fannie Mae (or its servicer) if Fannie Mae is an Eligible Holder, and if a Fannie Mae servicer is named as the mortgagee, its name shall be followed by the phrase "its successors and assigns"; (ii) provide that the insurance shall not be prejudiced by any acts or omissions of any Owner which is not under the control of the Association; (iii) contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums, canceled or substantially modified, without at least 30 days' prior written notice to the Association or the Insurance Trustee, as hereinafter defined, and the Mortgagee which is listed as a scheduled holder of a Mortgage in such policy or policies; (iv) contain the following endorsements, if available: Replacement Cost Endorsement, Inflation Guard Endorsement, Construction Code Endorsements, If there is a construction provision that would require changes



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to undamaged portions of the Project, even when only part of a building is destroyed by an insured hazard-typical endorsements to include Demolition Cost Endorsements, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement, and Steam Boiler Coverage Endorsement, if the Project has central heating or cooling, providing for the insurer's minimum liability per accident to at least equal the lesser of \$2,000,000.00 or the insurable value of the building housing the boiler or machinery; (v) contain a recognition of any insurance trust agreement created pursuant to Section 6.02 of this Declaration; (vi) contain a waiver of the right of subrogation against Owners individually; (vii) no action or omission of an Owner, unless within the scope of the Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy or otherwise prejudice coverage under such policy; and (viii) provide that such policy or policies shall be primary, even if an Owner has other insurance covering the same loss.

7.03. Insurance Trustee. The Board may engage the services of a bank or trust company authorized to do trust business in the State of Texas and having capital and surplus of not less than \$50,000,000 to act as insurance trustee (the "Insurance Trustee") and to receive and disburse the Insurance Proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. The Insurance Trustee, as trustee, on behalf of the Association, may be named as an insured under any policy or policies required by this Declaration. The Insurance Trustee, if any, shall have exclusive authority to negotiate losses under any such policy or policies. In the event the lowest of two bids from reputable contractors for making all repairs required by any such loss shall exceed \$20,000, the Board upon written demand of the Mortgagee of any Unit shall engage the services of an Insurance Trustee as aforesaid. Except as otherwise provided in Section 7.09 hereof, the fees of such Insurance Trustee shall be a Common Expense. The proceeds of such insurance shall be applied by the Board or by the Insurance Trustee on behalf of the Board for the reconstruction of the Building damaged, or shall be otherwise disposed of, in accordance with the provisions of Article VIII of this Declaration; and the rights of the Mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein or in any Mortgage contained, at all times be subject to the provisions hereof with respect to the application of Insurance Proceeds to reconstruction of the Building damaged; provided, however, that if the Board or the Insurance Trustee fails to perform all of the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and the Mortgagee or Mortgagees are required to avail themselves of their rights under the standard mortgage clause to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said Mortgagee or Mortgagees shall be applied as directed by said Mortgagee or Mortgagees. All insurance policies shall contain a waiver of subrogation with respect to the Board, the Association, its employees, the owners and members of their households, and Mortgagees; or such parties shall be named as additional insureds. Each Owner hereby irrevocably appoints the Association, or any Insurance Trustee, if one shall have been appointed, or any substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: (i) the collection and appropriate disposition of the proceeds thereof, (ii) the negotiation of losses and execution of releases of liability; (iii) the execution of all documents and the performance of all other acts necessary to accomplish such purpose. The Association or any Insurance Trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in the trust for Owners and their Mortgagees, as their interests may appear.

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7.04. Maintenance of Liability Insurance.

A. The Board, on behalf of the Association, shall obtain and maintain at all times a policy or policies of comprehensive general liability insurance insuring the Association, the Board, the Owners, and the Managing Agent against any liability to the public or to the Owners (and their families, invitees or Tenants), incident to the ownership or use of and covering the entire Project, including the Common Elements, all common areas, public ways and any other areas that are under the supervision of the Association, and individual Units, which insurance shall contain endorsements providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds. The policy or policies shall contain standard mortgagee clause endorsement, or equivalent endorsement (without contribution) which is commonly accepted by private institutional mortgage investors in the area in which the Project is located naming as an additional insured the Mortgagee (and its successors and assigns) of each Unit, if any, and which appropriately names Fannie Mae (or its servicer) if Fannie Mae is an Eligible Holder, and if a Fannie Mae servicer is named as the mortgagee, its name shall be followed by the phrase "its successors and assigns". The policy or policies shall also cover commercial spaces that are owned by the Association, even if the spaces are leased to others.

B. Coverage limits of such liability insurance policy or policies shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use to the Project. In any event, however, such coverage shall be for at least \$3,000,000.00 for bodily injury (including death of persons) and property damage for any single occurrence. Coverage under such policy or policies shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and common areas, and legal liability arising out of lawsuits related to employment contracts of the Association.

C. Such policy or policies shall provide that they may not be canceled or substantially modified, by any party, without 30 days' prior written notice to the Association and each Mortgagee which is listed as a scheduled holder of a Mortgage in such policy or policies

D. If the policy does not include "severability of interest" in its terms, a specific endorsement must be issued to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners.

7.05. Flood Insurance. If any part of the Project is in a Special Flood Hazard Area, which is designated as A, AE, AH, AO, AI-30, A-99, V, VE, or VI-30 on a Flood Insurance Rate Map ("FIRM") and for which flood insurance has been made available under The National Flood Insurance Administration Program, the Association shall, as a common expense, obtain and pay the premiums upon a "master" or "blanket" policy of flood insurance on the Common Elements buildings and the Buildings and any other common property; and when the Project consists of high-rise or other vertical buildings, the Association shall obtain a separate flood insurance policy for each building that houses dwelling units. Each flood insurance policy shall be in an amount equal to the lesser of the following:



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(a) the maximum coverage available under the National Flood Insurance Administration for all Buildings and other insurable property within any portion of the Project located within a designated Special Flood Hazard Area; or

(b) 100% of current "replacement cost" (the insurable value of the facilities) of all such Buildings and other Insurable Property within any portion of the Project located within or designated Special Flood Hazard Area

If the Project consists of high rise buildings or other vertical buildings, the building coverage shall equal 100% of the insurable value of the Building, including machinery equipment that are part of the Building. The contents coverage must include 100% of the insurable value of all contents including machinery and equipment that are not part of the Building but which are owned in common by the Association or the Owners. If the required coverage exceeds the maximum coverage available under The National Flood Insurance Administration's programs, coverage equal to the maximum amount that is available under those programs shall be acceptable.

Unless a higher deductible amount is required by state law, the maximum deductible amount for flood insurance covering the Common Elements and common areas of the Project, or for those covering each Building, shall be the lesser of \$5,000 or 1% of the policy face amount. Funds to cover this deductible amount shall be included in the Association's operating reserve account.

7.06. Fidelity Bonds.

A. The Board, on behalf of the Association, shall obtain and maintain at all times blanket fidelity bonds for all officers, directors, trustees, and employees of the Association and all other persons, whether or not those persons receive compensation for their services, handling or responsible for funds of or administered by the Association. Where the Association delegates some or all of the responsibility for the handling of funds to a Managing Agent, blanket fidelity bonds shall be obtained and maintained for the officers, employees, and agents, whether or not those individuals receive compensation for their services, of such Managing Agent handling or responsible for funds of, or administered on behalf of, the Association. The Managing Agent shall be covered by its own fidelity bond, which must provide the same coverage required for the Association's fidelity bond.

B. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the Managing Agent, as the case may be, at any given time during the term of each bond.

C. Fidelity bonds required herein shall meet the following requirements:

(i) fidelity bonds shall name the Association and each Eligible Holder (and its successors and assigns) of each Unit, as obligees;



(ii) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions; and

(iii) the bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Association or to any Insurance Trustee appointed pursuant to Section 7.03 of this Declaration and each servicer that services a Fannie Mae-owned or securitized Mortgage.

D. If the state of Texas now or hereafter imposes statutory fidelity bond requirements, the Texas fidelity bond requirements shall be acceptable in place of the foregoing requirements.

E. The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a Managing Agent for its officers, employees, and agents) shall be paid by the Association as a Common Expense.

7.07. Governing Provisions. All insurance provided above shall be governed by the following provisions:

(a) All policies shall (i) show the Association or the Insurance Trustee as named insured; (ii) comply with the hazard insurance requirements of FHLMC and Fannie Mae as they apply to condominium loans; (iii) be written with a company licensed to do business in the State of Texas and holding a B general policy holder's rating or a financial index of 6 or better in the Best's Key Rating Guide or an A or better rating from Demotech, Inc.; and (iv) name the Association, as trustee for the Owners, under the "loss payable" clause. To the extent that the provisions of this Declaration with respect to the maintenance of insurance shall conflict with the hazard insurance requirements of FHLMC and Fannie Mae, then the requirements of FHLMC and Fannie Mae shall control and such requirements shall be complied with by the Board.

(b) Exclusive authority to adjust all claims under policies hereafter in force on the Project shall be vested in the Board or its authorized representatives, including the Insurance Trustee.

(c) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

(d) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board, in behalf of all of the Owners, may realize under any insurance policy which the Board may have in force on the Project at any particular time.

(e) Any Owner who obtains individual insurance policies covering any portion of the Project other than personal property belonging to such Owner shall be



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required to file a copy of such individual policy or policies with the Board within thirty (30) days after purchase of such insurance.

(f) The Board shall be required to make every effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Association, the Board, the Manager, or the Owners.

(ii) That the policy cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board or Manager, or on account of the conduct of any one or more individual Owners, without a prior demand in writing that the Board, Manager or Owner(s) cure the defect.

(iii) That any "no other insurance" clause in the master policy excludes individual owners' policies from consideration.

7.08. **Premiums.** Premiums upon insurance policies purchased by the Board shall be paid by the Board as a Common Expense; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by an Owner shall be assessed against that Owner.

7.09. **Distribution of Proceeds.** Proceeds of insurance policies received by the Board or the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Subject to the approval of Mortgagees as provided in any Mortgage, all expenses of the Insurance Trustee (if any) shall be first paid or provision made therefor.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be used to defray the cost thereof as provided in Article VIII hereafter. Any proceeds remaining after defraying such costs shall be distributed first to the Mortgagees and then to the Owners, as their interests may appear.

(c) If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Owners and their Mortgagees being payable jointly to them.

(d) In making distribution to Owners and their Mortgagees, the Insurance Trustee (if any) may rely upon a certificate of the Association made by its President and Secretary as to the names of Owners and their respective shares of the distribution.

(e) Notwithstanding any other provision hereof, the proceeds shall be distributed on a reasonable and equitable basis.

7.10. **Responsibility of Each Owner.** Each Owner shall be responsible for his own insurance on his personal property in his Unit, his personal property stored elsewhere on the



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Project and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.

ARTICLE VIII

LOSS AND OBSOLESCENCE

8.01. Loss or Damage. The following provisions shall govern if the Improvements or any part thereof, are damaged or destroyed by fire or other casualty:

A. prompt written notice of any substantial damage or destruction shall be given to the Association, all Mortgagees and Owners;

B. the Association, as applicable, shall promptly proceed with the full restoration and repair of such damage or destruction unless (i) the Condominium is terminated; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance or (iii) Owners of at least 90% of the Allocated Interests and any other Owner of a Unit that will not be rebuilt or repaired, vote not to rebuild;

C. the amount by which such restoration and repair costs exceed collectible Insurance Proceeds shall be and constitute a Special Assessment payable by the Owners within 60 days of the date notice of such Special Assessment is delivered by the Association, in accordance with this Declaration;

D. any excess Insurance Proceeds remaining after such restoration and repair, or any insurance or sales proceeds available absent such restoration and repair, shall be received and held in trust by the Insurance Trustee in separate accounts for each Owner according to the Allocated Interests of the Owners, and such proceeds shall be applied, without contribution from one such account to another, as follows

(a) first, to the payment of any governmental impositions in favor of any assessing entity having authority with respect to the *Common Elements* or such Owner's Unit;

(b) second, to the payment of the balance of the Mortgage of such Owner;

(c) third, to the payment of any delinquent Assessment with respect to such Owner's Unit; and

(d) the balance, if any, to each Owner entitled thereto.

8.02. Obsolescence of Common Elements. If the Owners holding not less than 90% of the Allocated Interests shall vote, at a meeting of the Association duly called for purposes of considering same, that the Common Elements, or any part thereof, are obsolete, the Association shall promptly proceed with the necessary replacements and improvements thereto pursuant to a budget established for such purpose, and the cost thereof shall be and constitute a Special



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Assessment payable by all Owners, in accordance with their respective Allocated Interests, within 30 days of the date notice of such Special Assessment is delivered to them by the Association.

8.03. Obsolescence of the Property. If the Owners holding not less than 90% of the Allocated Interests shall determine, at a meeting of the Association duly called for purposes of considering same, that the Property is obsolete, the Association, after first obtaining the written consent of the Mortgagees holding at least 90% of the Allocated Interests of the owners, shall promptly proceed with the sale thereof in its entirety. Any proceeds from such sale shall be received, held and applied for and on account of the Owners as provided in Section 7.1 of this Declaration.

8.04. The Association as Attorney-in-Fact. Each Owner, by acceptance or possession of title to a Unit, hereby irrevocably makes, constitutes and appoints the Association, and each and every one of its successors in interest hereunder, as Owner's true and lawful attorney-in-fact, for and in Owner's name, place and stead, upon the damage or destruction of the Property, or any part thereof, or upon any determination by the Owners made pursuant to this Article, to take any and all actions, and to execute and deliver any and all instruments, as the Association may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of Article VIII of this Declaration and Section 5.04C, hereby giving and granting unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as an Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. The Association is hereby authorized, in the name and on behalf of all Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article as aforesaid, including the power and authority to make and settle claims under any insurance policies maintained by the Association, contract for and with respect to restoration and repair work, contract for and with respect to replacements and improvements to the Common Elements (to the extent authorized as contemplated by Section 8.04 of this Declaration), to contract for and with respect to a sale of the Property (to the extent contemplated by Section 8.05 of this Declaration) and to execute and deliver all instruments necessary or incidental to any such actions.

8.05. Matters Relating to Restoration and Repairs. Any restoration and repair work undertaken by the Association or an Owner pursuant to this Article VIII, of the Declaration shall be performed in a good and workmanlike manner with a view to restoring the Improvements to a condition similar to that existing prior to such damage or destruction; provided, however, that in no event shall the Association be responsible for restoring, repairing or replacing any improvements to a Unit made by an Owner, or the contents located in such Owner's Unit. All such restoration and repair work, whether done by the Association or an Owner, shall be effected in a manner so as to observe all vertical and horizontal Unit boundaries existing prior to such damage or destruction.



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ARTICLE IX

CONDEMNATION

9.01. Eminent Domain. Subject to the provisions of Section 6.02C hereof and Section 82.007 of the Act, the following provisions shall apply in the event of any taking of a portion of a Unit or of the Common Elements by eminent domain. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Board, as trustee for the Owners, or, at the discretion of the Board, with the Insurance Trustee. The Association or the Insurance Trustee shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. Each Owner hereby appoints the Association and any Insurance Trustee as his attorney-in-fact for the purposes of this Section 9.01. The awards or proceeds for such taking shall be payable to the Association, or any Insurance Trustee, for the use of the Owners and their Mortgagees, as their interests may appear. Notwithstanding any other provision of this Declaration any distribution made as a result of any condemnation or termination of the Condominium shall be accomplished on a reasonable and equitable basis. Even though the awards may be payable to the Owners, the Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a Special Assessment shall be made against a defaulting Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Owner. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Mortgagee of such Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition and no provision hereof shall entitle the Owner of such Unit or other party to priority over such Mortgagee with respect to the distribution to such Unit of any award or settlement. Subject to the rights of Mortgagees under the terms of their Mortgages, the proceeds of the awards shall be distributed or used in the manner heretofore provided for Insurance Proceeds, except that when the Condominium is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(a) If the taking reduces the size of a Unit and the remaining portion of that Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(i) The Unit shall be made tenantable, and if the cost of such work exceeds the amount of the award, the additional funds shall be assessed against the Owner of the Unit.

(ii) The balance of the award, if any, shall be distributed to the Owner of the Unit and to the Mortgagee of the Unit, the remittance being payable jointly to such Owner and Mortgagee.



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(iii) If there is a balance of the award distributed to the Unit Owner and Mortgagee, the share in the Common Elements appurtenant to the Unit shall be equitably reduced. This shall be done by reducing such share by the proportion which the balance of the award so distributed bears to the market value of the Unit immediately prior to the taking, and then recomputing the Allocated Interests as percentages of the total of their shares as reduced by the taking.

(b) If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(i) The market value of such Unit immediately prior to the taking shall be paid to the owner of the Unit and to each Mortgagee of the Unit, the remittance being payable jointly to the Owner and Mortgagee.

(ii) Title of the Owner in the remaining portion of the Unit shall be divested and the remaining portion of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Owners, in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(iii) The shares in the Common Elements appurtenant to the Unit which continue as a part of the Condominium shall be equitably adjusted to distribute the Allocated Interests among the reduced number of Owners. This shall be done by computing the Reallocation Percentage.

(iv) If the amount of the award for taking is not sufficient to pay the market value of the condemned Unit to the Owner and to restore the remaining portion of the Unit in condition for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Owners who will continue as Owners of the Condominium after the changes in the Project effected by the taking. Such Assessments shall be made in proportion to the Allocated Interests after computing the Reallocation Percentage

(c) If the market value of a Unit prior to the taking cannot be determined by agreement between its Owner and Mortgagee and the Association within thirty (30) days after notice by any such party, such values shall be determined by arbitration under the Federal Arbitration Act, 9 U.S.C. Sections 1-14, in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two licensed appraisers with at least five (5) years experience appraising similar property within ten (10) miles of the Project, appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall



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be assessed against all Owners in proportion to the Allocated Interests as they existed prior to the changes effected by the taking.

(d) Subject to the provisions of Section 6.02 and Section 10.02 hereof, the changes in Units, in the Common Elements, in the Allocated Interest, which are effected by eminent domain, shall be evidenced by an amendment of this Declaration approved in accordance with the terms of this Declaration.

ARTICLE X

MISCELLANEOUS

10.01. Effect and Interpretation. This Declaration shall run with the land, and shall continue in full force and effect until (a) it is terminated by a court of competent jurisdiction pursuant to law, (b) there is a total destruction of the improvements in the Project and a determination of Owners of 90% of the Allocated Interests not to rebuild the improvements, or a total abandonment of the Project by the Owners, or (c) the Project is deemed owned in common by the Owners as provided in Section 7.02 hereof. Each purchaser by accepting a deed to a Unit accepts the interest thereby conveyed subject to all of the provisions of this Declaration and agrees to be bound thereby. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof

10.02. A amendment.

A. Except for amendments made pursuant to Section 5.04C hereof, subject to any applicable additional limitations imposed by Section 10.02B or Section 10.02C hereof, the provisions of this Declaration may only be amended at a meeting of the Owners at which the amendment is approved by the holders of at least ninety percent (90%) of the Allocated Interests in the Common Elements. Any amendment so approved shall be evidenced by an instrument in writing signed and acknowledged by the President of the Association, which amendment shall be effective upon recordation in the Office of the County Clerk.

B. The consent of owners of Units to which at least one hundred percent (100%) of the votes in the Association are allocated and the approval of the Eligible Holders of Mortgages Units to which at least one hundred percent (100%) of the votes of Units subject to a Mortgage appertain shall be required to terminate the condominium regime for reasons other than substantial destruction or condemnation of the Project or to amend the provisions of Section 5.06(j).

C. Notwithstanding the other provisions of this Section 10.02, no amendment to the Declaration shall be effective as against a type of Unit if such amendment shall limit the allowable uses for such type of Unit or shall be changed as would substantially negatively affect any special rights which are allocated solely to that type of Unit, without in each instance the consent of the affected Unit(s).



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D. The consent of Owners of Units to which at least ninety percent (90%) of the votes in the Association are allocated and the approval of Eligible Holders of Mortgages on Units to which at least ninety percent (90%) of the votes of Units subject to a Mortgage appertain shall be required to materially amend any provisions of the Declaration, Bylaws or equivalent documents of the condominium regime, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (i) Voting rights;
- (ii) Assessments, assessment liens or priority of such liens;
- (iii) Reserves for maintenance, repair and replacement of the General Common Elements;
- (iv) Rights to use of the Common Elements;
- (v) Responsibility for maintenance and repair of the several portions of the Project;
- (vi) Expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project;
- (vii) Boundaries of any Unit except as provided in Section 5.04C hereof;
- (viii) The interests in the General or Limited Common Elements, except as provided in Section 5.04C hereof;
- (ix) Convertibility of Unit into Common Elements or of Common Elements into Units except as provided in Section 5.04C hereof;
- (x) Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration, Bylaws or equivalent documents; or
- (xi) Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs.

E. The consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of Eligible Holders of Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to a Mortgage appertain shall be required to amend any provisions of the Declaration, Bylaws or equivalent documents of the condominium regime, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (i) Insurance or fidelity bonds;
- (ii) Leasing of Unit;



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

(iv) Establishment of self-management by the Association when professional management had been required previously by an Eligible Holder; or

(v) Any provisions that expressly benefit Eligible Holders.

F. If a Mortgagee who receives a written request to approve an amendment to the Governing Documents fails to make a negative response to such request within 30 days after its receipt of the request, such Mortgagee shall be deemed to have approved such request, provided that the written request to the Mortgagee was delivered by certified or registered mail, return receipt requested.

G. Notwithstanding the foregoing provisions of this Section 10.02 or any other provision hereof, but subject to the requirements of applicable law, (i) the Board shall have the right to amend this Declaration and the other Project Documents to make any technical corrections or corrections of scrivener's errors or to comply with Fannie Mae requirements as set forth in Section 6.02(H); and (ii) no amendment of this Declaration may alter or destroy a Unit or a Limited Common Element without the consent of the Owner affected and the Owner's Mortgagee.

10.03. Partial Invalidity. If any provision of the Governing Documents shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall in no way impair or affect the validity or enforceability of the remainder of the Governing Documents.

10.04. Conflicts. If any of the provisions of the Governing Documents shall be in conflict with the provisions of the Act or the Texas Non-Profit Corporation Act or the Texas Business Corporation Act, the provisions of such statutes shall control. If a conflict exists between the provisions of the Governing Documents, such Documents shall control in the following order:

- (i) this Declaration;
- (ii) the Articles;
- (iii) the Bylaws and
- (iv) the Regulations.



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10.05. Captions and Exhibits. Captions used in the various articles and sections of this Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions hereof. All exhibits are incorporated in and made a part of this Declaration.

10.06. Use. It is expressly stipulated and agreed to be the intent of the Owners that at all times the terms of this Declaration, the Bylaws or the Regulations shall comply strictly with the

applicable Texas law governing the maximum rate or amount of interest payable under any provision of this Declaration, the Bylaws, or the Regulations. If the applicable law is ever judicially interpreted so as to render usurious any amount contracted for, charged, taken, reserved or received pursuant to this Declaration, the Bylaws, the Regulations or any other communication or writing by or between the Association and the Owners related to the matters set forth in this Declaration, the Bylaws, or the Regulations, then it is the express intent of the Board that all amounts charged in excess of the maximum rate allowed by Texas law shall be automatically canceled, *ab initio*, and all amounts in excess of the maximum rate allowed by Texas law theretofore collected shall be refunded, and the provisions of this Declaration, the Bylaws, or the Regulations shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law.

10.07. Use of Number and Gender. Whenever used in this Declaration, and unless the context shall otherwise provide, the singular number shall include the plural, the plural number shall include the singular and the use of any gender shall include all genders.

10.08. Governing Law. THIS DECLARATION AND THE BYLAWS, ARTICLES, AND RULES AND REGULATIONS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE CONDOMINIUM SHALL BE IN DALLAS COUNTY, TEXAS.

10.09. Personal Property. The Board or Manager may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interests in the Common Elements, and shall not be transferable except with a transfer of a Unit. If personal property is for the use of Owners of Units in only one separate portion of the Property, such personal property shall be owned only by such Owners. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property.

10.10. Certain Prior Leases. To the extent it is determined that the requirements of any lease entered into prior to the date of this Declaration are inconsistent with the provisions of this Declaration and the rights of parties, including the Association and Owners, then this Declaration and the rights of the Association and Owners shall be subject and subordinate to such requirements, and the Association and Owners shall cooperate to provide such rights as are to be afforded to the tenant under such a lease to the extent that the provisions of such a lease are held to require the provision of services and use with respect to the Unit.

10.11. Notice. All notices or other communications required or permitted to be given pursuant to this Declaration shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial



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delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or *designated place or machine of the intended addressee*. For purposes of notice, the addresses of the Association shall be as set forth below, the address of each Owner shall be the address of the Unit and the address of each Mortgagee shall be the address provided to the Association; provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days' notice to the Association in the manner set forth herein:

Association: 3102 Oak Lawn Avenue
 Dallas, Texas 75219

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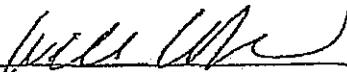


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IN WITNESS WHEREOF, the undersigned has executed this instrument this the day of August 8, 2005.

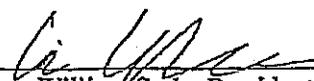
CENTRUM G. S. LTD., a Texas limited partnership

By: Goodyork Corporation, a Texas corporation, its general partner

By: 
William Sudo, Vice President

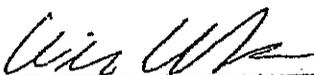
CENTRUM TOWERS LTD., a Texas limited partnership

By: Greenyork LLC, a Texas limited liability company, its general partner

By: 
William Sudo, President

CENTRUM PLAZA LTD., a Texas limited partnership

By: Capital Dalpac, LLC, a Texas limited liability company, its general partner

By: 
William Sudo, President



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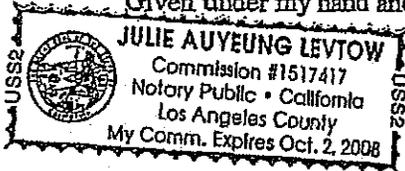
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STATE OF California
COUNTY OF L.A.

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Before me, the undersigned notary public, on this day personally appeared William Sudo Vice President of Goodyork Corporation, a Texas corporation, general partner of CENTRUM G. S. LTD., a Texas limited partnership, known to me or proved to me through Personally Known (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of August, 2005.



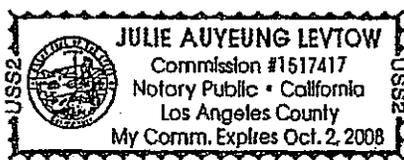
Julie Auyeung Levtow
Notary Public in and for the State of Texas California

STATE OF California
COUNTY OF L.A.

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Before me, the undersigned notary public, on this day personally appeared William Sudo President of Greenyork LLC, a Texas limited liability company, general partner of CENTRUM TOWERS LTD., a Texas limited partnership, known to me or proved to me through Personally Known (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of August, 2005.



Julie Auyeung Levtow
Notary Public in and for the State of Texas California

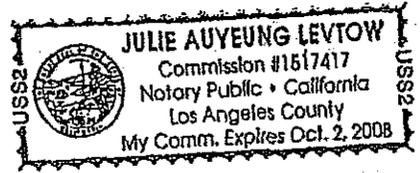


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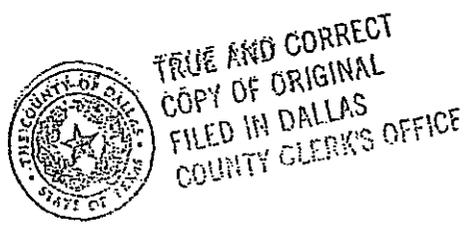
STATE OF California §
COUNTY OF L.A. §

Before me, the undersigned notary public, on this day personally appeared William Sudo President of Capital Dalpac LLC, a Texas limited liability company, general partner of CENTRUM PLAZA LTD., a Texas limited partnership, known to me or proved to me through Personally Known (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of August, 2005.



Julie Auyeung Levtow
Notary Public in and for the State of Texas



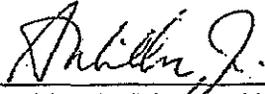
**CONSENT OF SUBORDINATION OF LIEN TO
DECLARATION AND MASTER DEED FOR THE CENTRUM CONDOMINIUM**

Citicorp USA, Inc. ("Mortgagee"), which is the holder of (i) a Deed of Trust, Security Agreement, Financing Statement and Assignment of Rental dated November 17, 1995, executed by Centrum G.S., Ltd., as Grantor, to Steven L. Wilson, Trustee, for the benefit of Mortgagee, as Beneficiary, recorded at Volume 95229, page 3276 and re-recorded at Volume 96010, page 3478, Real Property Records of Dallas County, Texas, as amended and extended by Renewal and Extension of Note and Liens dated as of December 13, 1999, executed by Centrum G.S. Ltd. for the benefit of Mortgagee, recorded at Volume 99245, page 612, Real Property Records of Dallas County, Texas, (ii) a Second Lien Deed of Trust, Security Agreement, Financing Statement and Assignment of Rental dated as of December 13, 1999, executed by Centrum G. S., Ltd., as Grantor, to Steven L. Wilson, Trustee, for the benefit of Mortgagee, recorded at Volume 99245, page 630, Real Property Records of Dallas County, Texas, and (iii) a Third Lien Deed of Trust, Security Agreement, Financing Statement and Assignment of Rental dated as of August 23, 2001, executed by Centrum G. S., Ltd., Centrum Plaza, Ltd. and Centrum Towers, Ltd., collectively as Grantor, to Steven L. Wilson, Trustee, for the benefit of Mortgagee, recorded at Volume 2001172, page 7871, Real Property Records of Dallas County, Texas (collectively, the "Deed of Trust"), and covering the Property described in the foregoing Second Amended and Restated Declaration of the Centrum Master Condominium (the "Declaration"), to be recorded in the Real Property Records of Dallas County, Texas, hereby consents to the recordation thereof, and agrees that the lien of the Deed of Trust shall be expressly subject, subordinate and inferior to the Declaration.

This Consent shall not be construed or operate as a release of lien owned and held by Mortgagee or any part thereof.

EXECUTED the 5th day of August, 2005.

CITICORP USA, INC.

By: 
Adair Miller, Jr., Vice President



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EXHIBIT "C"
PERCENTAGE OWNERSHIP INTEREST
IN THE COMMON ELEMENTS

Unit No.	Approximate Square Footage	Percentage Interest
Retail Unit	43,615	9.462
Office Unit	323,636	73.538
Residential Unit	79,970	17.00

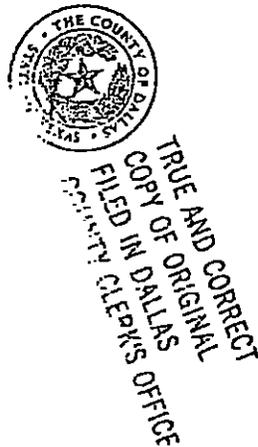


Exhibit C - Page 1

EXHIBIT "D"
CONSENT OF SUBORDINATION OF LIEN TO
DECLARATION AND MASTER DEED FOR THE CENTRUM CONDOMINIUM

Citicorp USA, Inc. ("Mortgagee"), which is the holder of (i) a Deed of Trust, Security Agreement, Financing Statement and Assignment of Rental dated November 17, 1995, executed by Centrum G.S., Ltd., as Grantor, to Steven L. Wilson, Trustee, for the benefit of Mortgagee, as Beneficiary, recorded at Volume 95229, page 3276 and re-recorded at Volume 96010, page 3478, Real Property Records of Dallas County, Texas, as amended and extended by Renewal and Extension of Note and Liens dated as of December 13, 1999, executed by Centrum G.S. Ltd. for the benefit of Mortgagee, recorded at Volume 99245, page 612, Real Property Records of Dallas County, Texas, (ii) a Second Lien Deed of Trust, Security Agreement, Financing Statement and Assignment of Rental dated as of December 13, 1999, executed by Centrum G. S., Ltd., as Grantor, to Steven L. Wilson, Trustee, for the benefit of Mortgagee, recorded at Volume 99245, page 630, Real Property Records of Dallas County, Texas, and (iii) a Third Lien Deed of Trust, Security Agreement, Financing Statement and Assignment of Rental dated as of August 23, 2001, executed by Centrum G. S., Ltd., Centrum Plaza, Ltd. and Centrum Towers, Ltd., collectively as Grantor, to Steven L. Wilson, Trustee, for the benefit of Mortgagee, recorded at Volume 2001172, page 7871, Real Property Records of Dallas County, Texas (collectively, the "Deed of Trust"), and covering the Property described in the foregoing Second Amended and Restated Declaration of the Centrum Master Condominium (the "Declaration"), to be recorded in the Real Property Records of Dallas County, Texas, hereby consents to the recordation thereof, and agrees that the lien of the Deed of Trust shall be expressly subject, subordinate and inferior to the Declaration.

This Consent shall not be construed or operate as a release of lien owned and held by Mortgagee or any part thereof.

EXECUTED the _____ day of _____, 2005.

CITICORP USA, INC.

By: _____
Print Name: _____
Title: _____



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Cynthia Calhoun
COUNTY CLERK
DALLAS CO., TEXAS



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THE STATE OF TEXAS, COUNTY OF DALLAS
I hereby certify that the above and foregoing is a true and correct copy of the
original record from my files and records as filed in the County Clerk's Office and by
the same returned to the Record Keeper in my office under the name and title therein
shown.
I certify under oath.

AUG - 8 2005



Cynthia Calhoun
COUNTY CLERK
DALLAS CO., TEXAS
S. Galvan-Cruz

2005 153 0225

EXHIBIT C-1
TO
CONDOMINIUM INFORMATION STATEMENT

FIRST AMENDMENT TO THE
SECOND AMENDED AND RESTATED
DECLARATION FOR MASTER CONDOMINIUM

(The First Amendment to the Second Amended and Restated
Declaration for Master Condominium follows this Cover Page)

WHEN RECORDED, RETURN TO:
Locke Liddell & Sapp LLP
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201-6776
Attention: Cynthia M. Buckley

**FIRST AMENDMENT
TO THE SECOND AMENDED AND RESTATED
DECLARATION OF THE CENTRUM MASTER CONDOMINIUM
("FIRST AMENDMENT")**

THIS FIRST AMENDMENT is made this 21st day of March, 2006, by the CENTRUM CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation ("**Master Association**").

RECITALS

- A. On August 8, 2005, the Master Association filed that certain Second Amended and Restated Declaration of the Centrum Master Condominium in Book 2005153, Volume 136 of the Real Property Records of Dallas County, Texas (the "**Master Declaration**"), which governs the Centrum Master Condominium ("**Master Condominium**") located on the Property more fully described therein.
- B. The Master Association desires to amend the Master Declaration to expand upon Section 4.08 of the Master Declaration.
- C. Pursuant to Section 10.02 of the Master Declaration, the Master Declaration may be amended at any time by the affirmative vote or written consent or any combination thereof of Members representing 90% of the Allocated Interests.
- D. All capitalized terms not otherwise defined in this First Amendment shall have the definitions set forth in the Master Declaration.

NOW THEREFORE, the Master Declaration is hereby amended as set forth below.

- 1. The following language will be added to the end of Section 4.08:

"Any Owner that subdivides its Unit pursuant to the provisions of this Master Declaration is authorized in connection with the collection of Assessments to license and will in any Sub-Unit Declaration license the Sub-Unit Condominium Association to collect a pro rata (or otherwise allocated) portion of Assessments from each Sub-Unit Owner. If a Sub-Unit Condominium Association fails to timely deliver any portion of Assessments, then after the Master Association gives 15 days notice to the Sub-Unit Condominium Association, the license to the Sub-Unit Condominium Association to collect Assessments shall terminate, and the Master Association, in its sole and absolute discretion and in addition to any other remedies or lien rights the Master Association may have under this Master Declaration, may enforce its lien as against the applicable Sub-Unit (e.g.: a Sub-Unit that fails or has failed to pay its pro rata portion of Assessments) without the joinder of the Sub-Unit Condominium Association."

- 2. Except as amended hereby, the Master Declaration remains in full force and effect as originally executed.



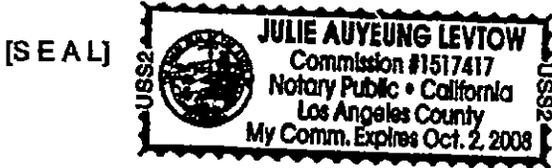
IN WITNESS WHEREOF, the undersigned officer of the Centrum Condominium Association, Inc., hereby certifies that this First Amendment has received the requisite approval pursuant to Section 10.02 of the Master Declaration.

CENTRUM CONDOMINIUM
ASSOCIATION, INC.,
a Texas non-profit corporation

By: William E. Sudo
Name: WILLIAM E. SUDO
Title: PRESIDENT

for California
STATE OF TEXAS
for Los Angeles
COUNTY OF DALLAS

This instrument was acknowledged before me this 21st day of March, 2006, by William K. Sudo PRESIDENT of CENTRUM CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Julie Auyeung Levtow
Notary Public State of ~~Texas~~ CALIFORNIA
JULIE AUYEUNG LEVTOW
Printed Name of Notary Public

My Commission Expires:
October 2nd 2008

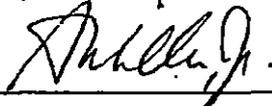
**CONSENT OF SUBORDINATION OF LIEN TO
DECLARATION AND MASTER DEED FOR THE CENTRUM CONDOMINIUM**

Citicorp USA, Inc. ("Mortgagee"), which is the holder of (i) a Deed of Trust, Security Agreement, Financing Statement and Assignment of Rental dated November 17, 1995, executed by Centrum G.S., Ltd., as Grantor, to Steven L. Wilson, Trustee, for the benefit of Mortgagee, as Beneficiary, recorded at Volume 95229, page 3276 and re-recorded at Volume 96010, page 3478, Real Property Records of Dallas County, Texas, as amended and extended by Renewal and Extension of Note and Liens dated as of December 13, 1999, executed by Centrum G.S. Ltd. for the benefit of Mortgagee, recorded at Volume 99245, page 612, Real Property Records of Dallas County, Texas, (ii) a Second Lien Deed of Trust, Security Agreement, Financing Statement and Assignment of Rental dated as of December 13, 1999, executed by Centrum G.S., Ltd., as Grantor to Steven L. Wilson, Trustee, for the benefit of Mortgagee, recorded at Volume 99245, page 630, Real Property Records of Dallas County, Texas, (iii) a Third Lien Deed of Trust, Security Agreement, Financing Statement and Assignment of Rental dated as of August 23, 2001, executed by Centrum G.S., Ltd., Centrum Plaza, Ltd. and Centrum Towers, Ltd., collectively as Grantor, to Steven L. Wilson, Trustee, for the benefit of Mortgagee, recorded at Volume 2001172, page 7871, Real Property Records of Dallas County, Texas, and (iv) a Fourth Lien Deed of Trust, Security Agreement, Financing Statement and Assignment of Rental dated as of September 23, 2005, executed by Centrum G.S., Ltd., Centrum Plaza, Ltd., and Centrum Towers, Ltd., collectively as Grantor, to Steven L. Wilson, Trustee, for the benefit of Mortgagee, recorded at Volume 2005187, page 14708, Real Property Records of Dallas County, Texas (collectively, the "Deed of Trust"), and covering the Property described in the foregoing First Amendment and the Master Declaration, hereby consents to the recordation thereof, and agrees that the lien of the Deed of Trust shall be expressly subject, subordinate and inferior to the Master Declaration including the First Amendment.

This Consent shall not be construed or operate as a release of lien owned and held by Mortgagee or any part thereof.

EXECUTED the 10th day of February, 2006.

CITICORP USA, INC.

By: 
Name: _____
Title: ADAIR MILLER, JR.
Vice President

STATE OF NEW YORK §
 §
COUNTY OF ~~NASSAU~~ QUEENS §

Before me, FLOR J. PINA, a notary public, on this day personally appeared Adair Miller, Jr., Vice President of CITICORP USA, INC., known to me or proved to me through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of February, 2006.

Flor J. Pina
Notary Public in and for the State of New York

FLOR J. PINA
Notary Public, State of New York
No. 41-4982039
Qualified in Queens County
Commission Expires May 28, 2007

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Cynthia Figueroa Calhoun

Cynthia Figueroa Calhoun, County Clerk
Dallas County TEXAS

April 18, 2006 03:12:12 PM

FEE: \$28.00

200600141895

EXHIBIT D
TO
CONDOMINIUM INFORMATION STATEMENT

ARTICLES OF INCORPORATION FOR MASTER ASSOCIATION

(The Articles of Incorporation for Master Association follows this Cover Page)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

August 08, 2005

Capitol Services Inc
P O Box 1831
Austin, TX 78767 USA

RE: CENTRUM CONDOMINIUM ASSOCIATION, INC.
File Number: 129617901

It has been our pleasure to file the restated articles for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555

Enclosure



Office of the Secretary of State

CERTIFICATE OF RESTATED ARTICLES
OF

CENTRUM CONDOMINIUM ASSOCIATION, INC.
129617901

The undersigned, as Secretary of State of Texas, hereby certifies that the Restated Articles for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Restated Articles.

Dated: 08/08/2005

Effective: 08/08/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

AUG 08 2005

Corporations Section

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CENTRUM CONDOMINIUM ASSOCIATION, INC.

CENTRUM CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation (the "Corporation"), pursuant to the provisions of Article 4.06 of the Texas Non-Profit Corporation Act (the "Act"), hereby adopts Amended and Restated Articles of Incorporation of the Corporation which accurately copy the Articles of Incorporation of the Corporation and all amendments thereto that are in effect to date and as further amended by such Amended and Restated Articles of Incorporation as hereinafter set forth and which contain no other change in any provision thereof. The amendments contained herein have been effected in conformity with the provisions of the Act.

ARTICLE I

The name of the Corporation is CENTRUM CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

The following amendments to the Articles of Incorporation were adopted at a meeting of the members of the Corporation on August 8, 2005:

1. The first amendment deletes the prior ARTICLE ONE of the Amended and Restated Articles of Incorporation in its entirety and ARTICLE I of the Articles of Incorporation in its entirety and replaces them with a new ARTICLE ONE, pertaining to certain definitions.
2. The second amendment deletes the prior ARTICLE TWO of the Amended and Restated Articles of Incorporation in its entirety and ARTICLE II of the Articles of

Incorporation in its entirety and replaces them with a new ARTICLE TWO, setting out the name of the Corporation.

3. The third amendment deletes the prior ARTICLE THREE of the Amended and Restated Articles of Incorporation in its entirety and ARTICLE III of the Articles of Incorporation in its entirety and replaces them with a new ARTICLE THREE to reflect the term of the Corporation.

4. The fourth amendment deletes the prior ARTICLE FOUR of the Amended and Restated Articles of Incorporation in its entirety and ARTICLE IV of the Articles of Incorporation in its entirety and replaces them with a new ARTICLE FOUR to state the purposes and powers of the Corporation.

5. The fifth amendment deletes the prior ARTICLE FIVE of the Amended and Restated Articles of Incorporation in its entirety and ARTICLE V of the Articles of Incorporation in its entirety and replaces them with a new ARTICLE FIVE to state the place of business and registered office of the Corporation.

6. The sixth amendment deletes the prior ARTICLE SIX of the Amended and Restated Articles of Incorporation in its entirety and ARTICLE VI of the Articles of Incorporation in its entirety and replaces them with a new ARTICLE SIX to state the names and addresses of current the directors of the Corporation.

7. The seventh amendment deletes the prior ARTICLE SEVEN of the Amended and Restated Articles of Incorporation in its entirety and ARTICLE VII of the Articles of Incorporation in its entirety and replaces them with a new ARTICLE SEVEN to describe the Members.

8. The eighth amendment deletes the prior ARTICLE EIGHT of the Amended and Restated Articles of Incorporation in its entirety and ARTICLE VIII of the Articles of Incorporation in its entirety and replaces them with a new ARTICLE EIGHT to describe the voting rights of Members.

9. The ninth amendment deletes the prior ARTICLE NINE of the Amended and Restated Articles of Incorporation in its entirety and ARTICLE IX of the Articles of Incorporation in its entirety and replaces them with a new ARTICLE NINE regarding merger and consolidation by the Corporation.

10. The tenth amendment deletes the prior ARTICLE TEN of the Amended and Restated Articles of Incorporation in its entirety and ARTICLE X of the Articles of Incorporation in its entirety and replaces them with a new ARTICLE TEN regarding indemnification of the members of the Board of Directors and officers of the Corporation.

11. The eleventh amendment deletes the prior ARTICLE ELEVEN of the Amended and Restated Articles of Incorporation in its entirety and ARTICLE XI of the Articles of Incorporation in its entirety and replaces them with a new ARTICLE ELEVEN regarding amendment of the Articles of Incorporation.

12. The twelfth amendment deletes the prior ARTICLE TWELVE of the Amended and Restated Articles of Incorporation in its entirety and ARTICLE XII of the Articles of Incorporation in its entirety and replaces them with a new ARTICLE TWELVE regarding distribution of assets upon dissolution.

ARTICLE III

The above amendments were adopted at a meeting of the sole member of the Corporation on August 8, 2005, at which a quorum was present, and all amendments received at least two-

thirds of the votes which members present at such meeting in person or by proxy were entitled to cast. All such amendments were effected in conformity with the provisions of the Texas Non-Profit Corporation Act.

ARTICLE IV

The Articles of Incorporation of the Corporation and all amendments thereto and Amended and Restated Articles of Incorporation are hereby superseded by the Second Amended and Restated Articles of Incorporation attached hereto as Exhibit "A," which accurately copy the entire text thereof as amended as above set forth.

EXECUTED effective as of this 8th day of August, 2005.

CENTRUM CONDOMINIUM ASSOCIATION, INC.

By: *William Sudo*
William Sudo, President

STATE OF California)
COUNTY OF LA) ss.:

On the 4th day of August, 2005, before me personally came William Sudo, to be known, who, being by me duly sworn, did depose and say that he is the President of Centrum Condominium Association, Inc., the corporation described in and which executed the foregoing instrument; and that he/ signed his name thereto by authority of the board of directors of said corporation.

Julie Auyeung Levtow
Notary Public

SEAL

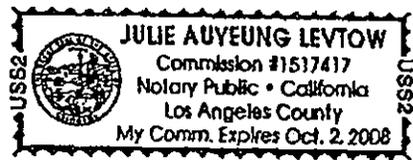


EXHIBIT "A"

(attached)

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

CENTRUM CONDOMINIUM ASSOCIATION, INC.

The Centrum Condominium Association, Inc., a Texas non-profit corporation (the "Association"), pursuant to the provisions of Article 4.06 of the Texas Non-Profit Corporation Act (the "Act"), hereby adopts the Second Amended Articles of Incorporation of the Corporation which accurately copy the Articles of Incorporation of the Corporation and all amendments thereto that are in effect to date and as further amended by such Second Amended and Restated Articles of Incorporation as hereinafter set forth and which contain no other change in any provision thereof. The amendments contained herein have been effected in conformity with the provisions of the Act.

ARTICLE ONE

DEFINITIONS

The following words, when used in these Articles of Incorporation, shall have the following meanings:

(a) "*Access Easement*" means a perpetual, irrevocable and non-exclusive easement and right of access and entry to each Unit and Limited Common Elements as may reasonably be necessary for (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom, (ii) the making of emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit, (iii) the evacuation of all or any part of the Property in the event of an emergency, (iv) the police department, fire department, emergency medical services or similar persons in response to an emergency situation, and (v) such other reasonable purposes as are deemed by the Association to be necessary for the performance of the obligations of the Association as described in the Declaration and in the Bylaws.

(b) "*Act*" shall mean Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et. seq., as amended from time to time.

(c) "*Allocated Interests*" shall mean the undivided interests in the Common Elements and Votes in the Association allocated to each Unit as reflected on Exhibit C hereto.

(d) "*Articles*" shall mean such articles of incorporation of the Association, as the same may be amended from time to time.

(e) "*Assessments*" shall mean Monthly Assessments, Special Assessments and Individual Assessments, fees described in Article IV of the Declaration, together with dues, fees, charges, interest, late fees, fines, collection costs, attorney's

fees, and any other amount due to the Association by the owner of a Unit or levied against a Unit by the Association.

(f) *"Association"* shall mean the Centrum Condominium Association, Inc, a nonprofit corporation organized pursuant to the Texas Non-Profit Corporation Act, and created for the purposes and possessing the rights, powers and authority set forth in the Declaration and in the Articles.

(g) *"Board of Directors"* or *"Board"* shall mean the governing body of the Association, elected pursuant to the Bylaws of the Association from time to time.

(h) *"Building"* shall mean the structure located on the Land in which the Units are located.

(i) *"Bylaws"* shall mean such bylaws of the Association adopted by the Board, and as the same may be amended from time to time.

(j) *"Common Elements"* shall mean all portions of the Condominium, including both the General Common Elements and the Limited Common Elements, but excluding the Units.

(k) *"Common Elements Easement"* shall mean a perpetual, irrevocable and non-exclusive easement over the General Common Elements for ingress to and egress from each Unit, together with the non-exclusive right to use and enjoy the General Common Elements, and the exclusive right to use and enjoy the Limited Common Elements appurtenant to each Owner's Unit (subject to the rights of other Owners to use and enjoy such Limited Common Elements if appurtenant to more than one Unit).

(l) *"Common Expenses"* shall mean all costs and expenses for which the Association is responsible, including those related to: (i) maintenance and repair of the General Common Elements and those Limited Common Elements for which the Association is responsible under Section 5.02B of the Declaration; (ii) casualty, public liability and other insurance coverage required or permitted to be maintained by the Association under the Governing Documents; (iii) utilities relating to the General Common Elements and to the Limited Common Elements to the extent they are not separately metered; (iv) allocations to the working capital fund, (v) professional services for the Association, such as management, accounting and legal services and (vi) such other costs and expenses as may be reasonably related to the proper maintenance, care, operation and management of the General Common Elements and the administration of the Association.

(m) *"Condominium"* shall mean the form of real property established by the Declaration with respect to the Property, in which portions of the Property are designated for individual ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy solely by the owners of such remainder, and containing a maximum of three (3) Units consisting of the Office Unit, the Retail Unit and the Residential Unit.

(n) "County" shall mean Dallas County, Texas.

(o) "Declarant" shall mean Centrum G. S., Ltd., its successors and any assignee who shall receive by assignment from the said Declarant all, or a portion, of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(p) "Declaration" shall mean this Second Amended and Restated Declaration for The Centrum Master Condominium, and all recorded amendments thereto, which Declaration and all amendments thereto, shall be recorded in the County.

(q) "Easements" shall mean those easements described in Section 2.09 of the Declaration.

(r) "Eligible Holder" shall mean and include any of the following who hold or service a Mortgage on a Unit and who have made written request (such request to state the name and address of the party requesting notice and the Condominium number) to the Association for notice of any of the matters referred to in Section 6.02 or Section 10.02 hereof;

(i) Federal Home Loan Mortgage Corporation ("FHLMC");

(ii) Fannie Mae ("Fannie Mae") or other similar government agency;

(iii) Any bank, investment bank, pension fund, investment fund, savings and loan association, mortgage company, insurance company, or other financial institution or any affiliate of any of the foregoing, or any successor or assign acquiring a Mortgage or debt secured by a Mortgage, in whole or in part, from any of the foregoing or their respective affiliates, successors and assigns, or any other financial institution approved by the Board; and

(iv) Any trust, partnership or other entity formed as part of a publicly issued or privately placed mortgage-backed securities or other securitization transaction or any servicer, master servicer or special servicer servicing the Mortgage in connection with such transaction.

(s) "Expansion Area" shall mean a strip approximately 20 feet wide around the perimeter of the courtyard located on the ground level, which is reflected on the Plan.

(t) "General Common Elements" shall mean all portions of the Common Elements that are not Limited Common Elements, including, as a way of illustration and not limitation: (i) the Land; (ii) all structural components of the Building, foundations, piers, load bearing walls, columns, and communication ways; (iii) loading dock area; (iv) compartments or installations of central services such as power, light, gas, water, refrigeration, central heat and air, reservoirs, water tanks and pumps, boilers serving the Residential Unit and another Unit or Units, except as otherwise provided; (v) all Systems

servicing the Residential Unit and another Unit or Units, (vi) trash compactor, (vii) the exterior skin of the Building, and (viii) *[LIST ANY STAIRWAYS THAT ARE GCES]*.

(u) **“Governing Documents.”** Individually and collectively, the Act, Articles, Bylaws, Master Declaration, and Regulations (if any).

(v) **“Individual Assessments”** shall mean assessments levied by the Board of Directors against one or more but less than all Owners pursuant to Section 4.12 of the Declaration.

(w) **“Insurance Proceeds”** shall mean any and all proceeds received by an Owner from an insurance company as a result of a casualty loss in connection with the an Owner’s Unit.

(x) **“Land”** shall mean the land described on Exhibit “A” attached to the Declaration, together with all and singular the rights and appurtenances pertaining thereto.

(y) **“Limited Common Elements”** shall mean those portions of the Common Elements that are allocated by the Declaration and the Plan for the exclusive use of one or more, but less than all, of the Units.

(z) **“Maintenance Standard”** shall mean maintenance in good repair in an attractive and clean condition, including the operation, upkeep, repair and restoration, ordinary wear and tear excepted, to the extent necessary to maintain the Condominium or Units, as applicable, in a condition reasonably suitable for its intended purpose and consistent with an upscale mixed-use business and residential project.

(aa) **“Managing Agent”** or **“Manager”** shall mean the person or firm with whom the Association contracts for the day-to-day management of the Property and/or the administration of the Association and the Condominium.

(bb) **“Member”** shall mean and refer to each Owner (including Declarant) as provided herein in Article Seven.

(cc) **“Monthly Assessments”** shall mean the monthly assessments established pursuant to Section 4.02 of the Declaration by the Board of Directors to pay certain Common Expenses when due.

(dd) **“Mortgage”** shall mean a first lien deed of trust or a first lien mortgage on one or more Units.

(ee) **“Mortgagee”** shall mean a beneficiary under or holder of a Mortgage who has given to the Association written notice that it is the beneficiary under or holder of a Mortgage affecting all or any part of the Project, as hereinafter defined.

(ff) **“Owner”** shall mean and refer to every person or entity who is a record owner of a fee interest to a Unit, but does not include: (a) any Person having an interest in

a Unit solely as security for an obligation, or (b) a Sub-Unit Owner. Any Sub-Unit Condominium Association shall be deemed the "Owner" of the Unit for which the Sub-Unit Condominium Association is formed, for all purposes unless expressly noted otherwise.

(gg) "*Past Due Rate*" shall mean the maximum lawful rate of interest under Texas law or, if there be no maximum lawful rate, the rate of eighteen percent (18%) per annum.

(hh) "*Person*" shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing.

(ii) "*Plan*" shall mean the plats and plans described on Exhibit "B" to the Declaration, including, without limitation, a survey plat of the Land and dimensional drawings that horizontally and vertically identify and describe the Units and the Common Elements.

(jj) "*Project*" shall mean all Building, pavement, fencing, landscaping, recreational facilities, plumbing, electrical and telephone lines and computer cables and man-made objects of every type, existing or placed on the Land.

(kk) "*Property*" shall mean the Land and all improvements, easements and appurtenances thereto.

(ll) "*Reallocation Percentage*" shall mean the percentage of undivided interest of each Owner in the Common Elements as determined by dividing (a) the square footage of each Unit following a change in the square footage of the Project due to a casualty or condemnation by (b) the sum of the square footages of all Units and the Common Elements following the casualty or condemnation.

(mm) "*Regulations*" shall mean the rules and regulations of the Association initially adopted by the Board of Directors and relating to the appearance, use and occupancy of the Property, including exterior appearance, use and occupancy of the Units, as amended from time to time, if any.

(nn) "*Rents*" mean any and all rental or other income received by an Owner in connection with the leasing of an Owner's Unit.

(oo) "*Special Assessments*" shall mean special assessments established by the Board of Directors under the provisions of Sections 4.09 and 8.01 of the Declaration from time to time.

(pp) "*Sub-Unit*" shall mean a portion of any Unit designated for separate ownership as created and identified in a Condominium Declaration for Sub-Unit Condominium executed by the Owner of that Unit and recorded in the Real Property Records of the County.

(qq) "*Sub-Unit Condominium*" shall mean a condominium regime which may be formed by an Owner, the name of which is to be determined by the Owner prior to conveying or leasing the first Sub-Unit, and which may designate a Sub-Unit Condominium Association to act on behalf of all Sub-Unit Owners under the Declaration. The term "Sub-Unit Condominium" shall refer to the Residential Unit Sub-Condominium.

(rr) "*Sub-Unit Condominium Association*" shall mean a Texas non-profit association created as a part of a Sub-Unit Condominium to act on behalf of the Sub-Unit Owners under the Declaration.

(ss) "*Sub-Unit Owner*" shall mean any Person who holds fee simple title to a Sub-Unit including an undivided interest in a Sub-Unit Condominium, but does not include a Person having any interest in a Sub-Unit solely as security for an obligation.

(tt) "*Support Easement*" shall mean a perpetual and irrevocable easement for support of all foundations, footings, columns, girders, support beams and any and all other structural members that support, uphold or are a part of the Building.

(uu) "*Systems*" shall include, but not be limited to, all fixtures, equipment, pipes, lines, wires, computer cables, shafts, conduits and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage, and audio and video signals.

(vv) "*Tenant*" shall mean any Person having the right to occupy a Unit or a portion of a Unit pursuant to a lease granted by an Owner or a Sub-Unit Owner.

(ww) "*Unit*" shall mean a physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Plan), with the unrestricted right of ingress thereto and egress therefrom through the Common Elements, and an undivided interest, appurtenant to the Unit, in and to the Common Elements, and which shall include (i) all Systems which exclusively serve such Unit, (ii) the finish material, fixtures and appliances contained in the Unit, and (iii) all heating or air conditioning equipment located within and serving a Unit exclusively, but excludes (x) any of the structural components of the Building in which such Unit is located and (y) Systems which serve more than one Unit, all as subject to and further described in Section 82.052 of the Act. The term "Unit" shall not encompass the individual Sub-Units or a Sub-Unit Condominium.

(xx) "*Utility Easement*" shall mean a perpetual, irrevocable and non-exclusive easement for utilities, including for electric, gas, water, cable and satellite television and computer service.

ARTICLE TWO

NAME

The name of the Association is the Centrum Condominium Association, Inc..

ARTICLE THREE

TERM

The period of duration of the Association is perpetual.

ARTICLE FOUR

PURPOSES AND POWERS

The Association is a nonprofit corporation and does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which it is formed are to provide a governing body for all the Owners for the acquisition, construction, management, maintenance, repair, replacement and care of the Common Elements, and to preserve the beautification of the Common Elements pursuant to Article III of the Declaration, and for these purposes:

(a) To borrow money and to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(b) To fully maintain utility services for the General Common Elements as set forth in Section 5.02 of the Declaration, and maintenance of utility systems in the General Common Elements, and any required structural repairs as set forth in Section 5.02 of the Declaration;

(c) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, and reference to the Declaration is hereby made for all purposes;

(d) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments provided for by the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including any licenses, taxes or governmental charges which may be levied or imposed against the Common Elements or any other property owned by the Association;

(e) Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Project; provided that no part of the net earnings of the Association shall inure to the benefit of or be distributable to any Member, Director or officer of the Association, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Association effecting one or more of its purposes), and no Member, Director or officer of the Association, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the

Association; and provided further, that no part of the activities of the Association shall be carrying on propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE FIVE

PLACE OF BUSINESS; REGISTERED OFFICE,

The principal place of business of the Association will be at 3102 Oak Lawn Avenue, Dallas, Texas 75219. The post office address of the initial registered office of the Association is 3102 Oak Lawn Avenue, Dallas, Texas 75219 and the name of its initial registered agent at such address is Jeff Shea.

ARTICLE SIX

DIRECTORS

The business and affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3) nor more than seven (7) members, the exact number to be fixed from time to time by the Owners. The initial Board of Directors shall consist of three (3) members and as of the first meeting of Unit Owners held after the conveyance of the Residential Unit, the Board shall consist of seven (7) members selected as set forth in Article III of the Declaration. Notwithstanding other provisions regarding voting, following the expansion of the Board to seven (7) Directors, a majority in number of the Directors, that is four (4), shall be selected or elected by the Office Unit Owner, with a majority of the remaining Directors, that is, two (2) out of three (3) Directors, other than the Directors selected by the Office Unit Owner to be selected by the Residential Unit Owner, and the remaining Director (other than the Directors selected by the Office Unit Owners and the Residential Unit Owners), that is one (1) Director shall be selected by the Retail Unit Owner. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided for in the Bylaws. The membership of the Board shall also be subject to such additional conditions or restrictions as are set forth in the Declaration.

The names and addresses of the persons who are to act initially in the capacity of directors until the selection of their successors are:

William Sudo	3102 Oak Lawn Avenue Dallas, Texas 75219
Jack Eirner	3102 Oak Lawn Avenue Dallas, Texas 75219
Jeff Shea	3102 Oak Lawn Avenue Dallas, Texas 75219

Sue Lipton	3102 Oak Lawn Avenue Dallas, Texas 75219
Mike Ogden	3102 Oak Lawn Avenue Dallas, Texas 75219
Steve Levin	3111 Welborn Dallas, Texas 75219
Craig Caffarelli	3111 Welborn Dallas, Texas 75219

ARTICLE SEVEN

MEMBERS

Every person or entity who is now or hereafter becomes an Owner shall automatically be a member of the Association, and membership in the Association shall be appurtenant to and may not be separated from ownership of any Condominium. Change of membership in the Association shall be established only when the following have been accomplished:

(a) An assignment or other instrument of transfer establishing a change in the record title to a Condominium shall have been duly executed and recorded in the office of the County Clerk of Dallas County, Texas; and

(b) The owner transferring the Condominium shall have notified the Board of Directors in writing of the name and address of the transferee and the nature of the transfer and the Unit transferred, as well as such other information relative to the transfer and transferee as the Board of Directors may reasonably request. Such notice shall also contain an executed or certified copy of the instrument of transfer.

The provisions of this paragraph shall not apply to sales of Condominiums by Declarant.

The interest and proportionate share of each Member in the Association shall not be assigned, hypothecated or transferred in any manner whatsoever except as an appurtenance to a Condominium.

Any and all obligations, limitation, rights, benefits, or burdens as established in this Declaration which are vested in or upon a Sub-Unit Owner shall automatically become the obligations, limitations, rights, benefits, or burdens of the Sub-Unit Condominium Association; except that the foregoing will not relieve any Owner, any Sub-Unit Owner, any Unit or any Sub-Unit from any obligation to pay Assessments under the Declaration.

ARTICLE EIGHT

VOTING RIGHTS OF MEMBERS

Each Owner shall automatically be a member of the Association, provided that each Sub-Unit Condominium Association (or designated representative if no Sub-Unit Condominium Association has been created) shall be a member of the Association in lieu of the Owner of each Sub-Unit Condominium or any of its Sub-Unit Owners. Each member of the Association shall be entitled to cast one vote. The Sub-Unit Condominium acting through its Sub-Unit Condominium Association (or its designated representative if no Sub-Unit Condominium Association has been created) shall be entitled to cast the vote of the Owner of the Unit from which the Sub-Unit Condominium was created. All voting rights of an Owner may be suspended during any period that such Owner is delinquent in the payment of any Assessment duly established pursuant to Article IV of the Declaration, or otherwise in default under the terms of the Declaration, the Bylaws or the Regulations. Following an Owner's cure of any such delinquency or default in full, its voting rights shall be completely reinstated 24 hours after such cure is effected. Any Owner may assign its voting rights to any other Owner by use of a proxy in accordance with the Act.

ARTICLE NINE

MERGER AND CONSOLIDATION

To the extent permitted by law, the Association may participate in mergers and consolidations only with other nonprofit corporations organized for the same general purpose as the Association.

ARTICLE TEN

INDEMNIFICATION OF DIRECTORS AND OTHERS

The Members of the Board of Directors and officers of the Association shall not be personally liable to the Association, Owners or others for any mistake of judgment or for any acts or omissions made in good faith acting as such Board members or officers individually or collectively. Each member of the Board of Directors and each officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, or any settlement thereof, by reason of his being or having been a member of the Board of Directors or an officer of the Association, whether or not he is a member of the Board of Directors or an officer at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE ELEVEN

AMENDMENTS

Except as provided in the Declaration, amendment of these Articles shall require the assent of the Members holding at least 67% of the votes in the Association, provided, that no amendment shall be made which would cause these Articles to be in conflict with the terms or provisions of the Declaration or which would change the status and purpose of the Association as a nonprofit corporation.

ARTICLE TWELVE

DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Association, the assets both real and personal of the Association shall be (i) granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization engaged in activities substantially similar to those of the Association and which are qualified as exempt organizations under the Internal Revenue Code of 1986, or the corresponding provisions of any future United States Internal Revenue law, or (ii) dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

IN WITNESS WHEREOF, I have hereunto set my hand as of the date of acknowledgement.

CENTRUM CONDOMINIUM ASSOCIATION, INC.

By: *William Sudo*
William Sudo, President

STATE OF California)
COUNTY OF Los Angeles) ss.:

On the 4th day of August, 2005, before me personally came William Sudo, to be known, who, being by me duly sworn, did depose and say that he is the President of Centrum Condominium Association, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Julie Auyeung Levtow
Notary Public

SEAL

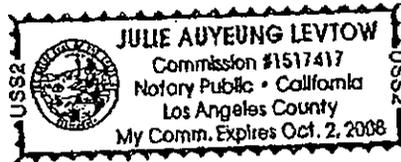


EXHIBIT E
TO
CONDOMINIUM INFORMATION STATEMENT

BYLAWS FOR MASTER ASSOCIATION

(The Bylaws for Master Association follows this Cover Page)

SECOND AMENDED AND RESTATED BYLAWS

CENTRUM CONDOMINIUM ASSOCIATION, INC.

ADOPTED: August 8, 2005

SECOND AMENDED AND RESTATED BYLAWS

ARTICLE I

DEFINITIONS

The following words when used in these bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meaning:

(a) “*Access Easement*” means a perpetual, irrevocable and non-exclusive easement and right of access and entry to each Unit and Limited Common Elements as may reasonably be necessary for (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom, (ii) the making of emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit, (iii) the evacuation of all or any part of the Property in the event of an emergency, (iv) the police department, fire department, emergency medical services or similar persons in response to an emergency situation, and (v) such other reasonable purposes as are deemed by the Association to be necessary for the performance of the obligations of the Association as described in the Declaration and in the Bylaws.

(b) “*Act*” shall mean Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et. seq., as amended from time to time.

(c) “*Allocated Interests*” shall mean the undivided interests in the Common Elements and Votes in the Association allocated to each Unit as reflected on Exhibit C hereto.

(d) “*Articles*” shall mean such articles of incorporation of the Association, as the same may be amended from time to time.

(e) “*Assessments*” shall mean Monthly Assessments, Special Assessments and Individual Assessments, fees described in Article IV of the Declaration, together with dues, fees, charges, interest, late fees, fines, collection costs, attorney’s fees, and any other amount due to the Association by the owner of a Unit or levied against a Unit by the Association.

(f) “*Association*” shall mean the Centrum Condominium Association, Inc, a nonprofit corporation organized pursuant to the Texas Non-Profit Corporation Act, and created for the purposes and possessing the rights, powers and authority set forth in the Declaration and in the Articles.

(g) “*Board of Directors*” or “*Board*” shall mean the governing body of the Association, elected pursuant to the Bylaws of the Association from time to time.

(h) “*Building*” shall mean the structure located on the Land in which the Units are located.

(i) “*Bylaws*” shall mean such bylaws of the Association adopted by the Board, and as the same may be amended from time to time.

(j) “*Common Elements*” shall mean all portions of the Condominium, including both the General Common Elements and the Limited Common Elements, but excluding the Units.

(k) “*Common Elements Easement*” shall mean a perpetual, irrevocable and non-exclusive easement over the General Common Elements for ingress to and egress from each Unit, together with the non-exclusive right to use and enjoy the General Common Elements, and the exclusive right to use and enjoy the Limited Common Elements appurtenant to each Owner’s Unit (subject to the rights of other Owners to use and enjoy such Limited Common Elements if appurtenant to more than one Unit).

(l) “*Common Expenses*” shall mean all costs and expenses for which the Association is responsible, including those related to: (i) maintenance and repair of the General Common Elements and those Limited Common Elements for which the Association is responsible under Section 5.02B of the Declaration; (ii) casualty, public liability and other insurance coverage required or permitted to be maintained by the Association under the Governing Documents; (iii) utilities relating to the General Common Elements and to the Limited Common Elements to the extent they are not separately metered; (iv) allocations to the working capital fund, (v) professional services for the Association, such as management, accounting and legal services and (vi) such other costs and expenses as may be reasonably related to the proper maintenance, care, operation and management of the General Common Elements and the administration of the Association.

(m) “*Condominium*” shall mean the form of real property established by the Declaration with respect to the Property, in which portions of the Property are designated for individual ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy solely by the owners of such remainder, and containing a maximum of three (3) Units consisting of the Office Unit, the Retail Unit and the Residential Unit.

(n) “*County*” shall mean Dallas County, Texas.

(o) “*Declarant*” shall mean Centrum G.S., Ltd., its successors and any assignee who shall receive by assignment from the said Declarant all, or a portion, of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(p) “*Declaration*” shall mean this Second Amended and Restated Declaration for The Centrum Master Condominium, and all recorded amendments thereto, which Declaration and all amendments thereto, shall be recorded in the County.

(q) *“Easements”* shall mean those easements described in Section 2.09 of the Declaration.

(r) *“Eligible Holder”* shall mean and include any of the following who hold or service a Mortgage on a Unit and who have made written request (such request to state the name and address of the party requesting notice and the Condominium number) to the Association for notice of any of the matters referred to in Section 6.02 or Section 10.02 hereof;

(i) Federal Home Loan Mortgage Corporation (“FHLMC”);

(ii) Fannie Mae (“Fannie Mae”) or other similar government agency;

(iii) Any bank, investment bank, pension fund, investment fund, savings and loan association, mortgage company, insurance company, or other financial institution or any affiliate of any of the foregoing, or any successor or assign acquiring a Mortgage or debt secured by a Mortgage, in whole or in part, from any of the foregoing or their respective affiliates, successors and assigns, or any other financial institution approved by the Board; and

(iv) Any trust, partnership or other entity formed as part of a publicly issued or privately placed mortgage-backed securities or other securitization transaction or any servicer, master servicer or special servicer servicing the Mortgage in connection with such transaction.

(s) *“Expansion Area”* shall mean a strip approximately 20 feet wide around the perimeter of the courtyard located on the ground level, which is reflected on the Plan.

(t) *“General Common Elements”* shall mean all portions of the Common Elements that are not Limited Common Elements, including, as a way of illustration and not limitation: (i) the Land; (ii) all structural components of the Building, foundations, piers, load bearing walls, columns, and communication ways; (iii) loading dock area; (iv) compartments or installations of central services such as power, light, gas, water, refrigeration, central heat and air, reservoirs, water tanks and pumps, boilers serving the Residential Unit and another Unit or Units, except as otherwise provided; (v) all Systems serving the Residential Unit and another Unit or Units, (vi) trash compactor, (vii) the exterior skin of the Building, and (viii) [list any stairways that are GCEs].

(u) *“Governing Documents.”* Individually and collectively, the Act, Articles, Bylaws, Master Declaration, and Regulations (if any).

(v) *“Individual Assessments”* shall mean assessments levied by the Board of Directors against one or more but less than all Owners pursuant to Section 4.12 of the Declaration.

(w) *“Insurance Proceeds”* shall mean any and all proceeds received by an Owner from an insurance company as a result of a casualty loss in connection with the an Owner’s Unit.

(x) "*Land*" shall mean the land described on Exhibit "A" attached to the Declaration, together with all and singular the rights and appurtenances pertaining thereto.

(y) "*Limited Common Elements*" shall mean those portions of the Common Elements that are allocated by the Declaration and the Plan for the exclusive use of one or more, but less than all, of the Units.

(z) "*Maintenance Standard*" shall mean maintenance in good repair in an attractive and clean condition, including the operation, upkeep, repair and restoration, ordinary wear and tear excepted, to the extent necessary to maintain the Condominium or Units, as applicable, in a condition reasonably suitable for its intended purpose and consistent with an upscale mixed-use business and residential project.

(aa) "*Managing Agent*" or "*Manager*" shall mean the person or firm with whom the Association contracts for the day-to-day management of the Property and/or the administration of the Association and the Condominium.

(bb) "*Member*" shall mean and refer to each Owner (including Declarant) as provided herein in Article III.

(cc) "*Monthly Assessments*" shall mean the monthly assessments established pursuant to Section 4.02 of the Declaration by the Board of Directors to pay certain Common Expenses when due.

(dd) "*Mortgage*" shall mean a first lien deed of trust or a first lien mortgage on one or more Units.

(ee) "*Mortgagee*" shall mean a beneficiary under or holder of a Mortgage who has given to the Association written notice that it is the beneficiary under or holder of a Mortgage affecting all or any part of the Project, as hereinafter defined.

(ff) "*Owner*" shall mean and refer to every person or entity who is a record owner of a fee interest to a Unit, but does not include: (a) any Person having an interest in a Unit solely as security for an obligation, or (b) a Sub-Unit Owner. Any Sub-Unit Condominium Association shall be deemed the "Owner" of the Unit for which the Sub-Unit Condominium Association is formed, for all purposes unless expressly noted otherwise.

(gg) "*Past Due Rate*" shall mean the maximum lawful rate of interest under Texas law or, if there be no maximum lawful rate, the rate of eighteen percent (18%) per annum.

(hh) "*Person*" shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing.

(ii) "*Plan*" shall mean the plats and plans described on Exhibit "B" to the Declaration, including, without limitation, a survey plat of the Land and dimensional drawings that horizontally and vertically identify and describe the Units and the Common Elements.

(jj) "**Project**" shall mean all Building, pavement, fencing, landscaping, recreational facilities, plumbing, electrical and telephone lines and computer cables and man-made objects of every type, existing or placed on the Land.

(kk) "**Property**" shall mean the Land and all improvements, easements and appurtenances thereto.

(ll) "**Reallocation Percentage**" shall mean the percentage of undivided interest of each Owner in the Common Elements as determined by dividing (a) the square footage of each Unit following a change in the square footage of the Project due to a casualty or condemnation by (b) the sum of the square footages of all Units and the Common Elements following the casualty or condemnation.

(mm) "**Regulations**" shall mean the rules and regulations of the Association initially adopted by the Board of Directors and relating to the appearance, use and occupancy of the Property, including exterior appearance, use and occupancy of the Units, as amended from time to time, if any.

(nn) "**Rents**" mean any and all rental or other income received by an Owner in connection with the leasing of an Owner's Unit.

(oo) "**Special Assessments**" shall mean special assessments established by the Board of Directors under the provisions of Sections 4.09 and 8.01 of the Declaration from time to time.

(pp) "**Sub-Unit**" shall mean a portion of any Unit designated for separate ownership as created and identified in a Condominium Declaration for Sub-Unit Condominium executed by the Owner of that Unit and recorded in the Real Property Records of the County.

(qq) "**Sub-Unit Condominium**" shall mean a condominium regime which may be formed by an Owner, the name of which is to be determined by the Owner prior to conveying or leasing the first Sub-Unit, and which may designate a Sub-Unit Condominium Association to act on behalf of all Sub-Unit Owners under the Declaration. The term "Sub-Unit Condominium" shall refer to the Residential Unit Sub-Condominium.

(rr) "**Sub-Unit Condominium Association**" shall mean a Texas non-profit association created as a part of a Sub-Unit Condominium to act on behalf of the Sub-Unit Owners under the Declaration.

(ss) "**Sub-Unit Owner**" shall mean any Person who holds fee simple title to a Sub-Unit including an undivided interest in a Sub-Unit Condominium, but does not include a Person having any interest in a Sub-Unit solely as security for an obligation.

(tt) "**Support Easement**" shall mean a perpetual and irrevocable easement for support of all foundations, footings, columns, girders, support beams and any and all other structural members that support, uphold or are a part of the Building.

(uu) “*Systems*” shall include, but not be limited to, all fixtures, equipment, pipes, lines, wires, computer cables, shafts, conduits and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage, and audio and video signals.

(vv) “*Tenant*” shall mean any Person having the right to occupy a Unit or a portion of a Unit pursuant to a lease granted by an Owner or a Sub-Unit Owner.

(ww) “*Unit*” shall mean a physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Plan), with the unrestricted right of ingress thereto and egress therefrom through the Common Elements, and an undivided interest, appurtenant to the Unit, in and to the Common Elements, and which shall include (i) all Systems which exclusively serve such Unit, (ii) the finish material, fixtures and appliances contained in the Unit, and (iii) all heating or air conditioning equipment located within and serving a Unit exclusively, but excludes (x) any of the structural components of the Building in which such Unit is located and (y) Systems which serve more than one Unit, all as subject to and further described in Section 82.052 of the Act. The term “Unit” shall not encompass the individual Sub-Units or a Sub-Unit Condominium.

(xx) “*Utility Easement*” shall mean a perpetual, irrevocable and non-exclusive easement for utilities, including for electric, gas, water, cable and satellite television and computer service.

ARTICLE II

OFFICES

Section 1. Principal Office. The principal office of the Association shall be located in the County of Dallas State of Texas.

Section 2. Other Offices. The Association may also have offices at such other places, within and without the State of Texas, as the Board of Directors may from time to time determine or as the business of the Association may require.

ARTICLE III

MEMBERSHIP

Section 1. Membership. The Members of the Association shall from time to time consist of and be limited to each person or entity who is then an Owner. Change of membership in the Association shall be established only when the following have been accomplished:

(a) An assignment or other instrument of transfer establishing a change in the record title to a Unit shall have been duly executed and recorded in the office of the County Clerk of Dallas County, Texas; and

(b) The Owner transferring the Unit shall have notified the Board of Directors in writing of the name and address of the transferee and the nature of the transfer and the Unit

transferred, as well as such other information relative to the transfer and transferee as the Board of Directors may reasonably request. Such notice shall also contain an executed or certified copy of the instrument of transfer.

The provisions of this paragraph shall not apply to sales of Units by Declarant.

The interest and proportionate share of each Member in the Association shall not be assigned, hypothecated or transferred in any manner whatsoever except as an appurtenance to a Unit.

Any and all obligations, limitation, rights, benefits, or burdens as established in this Declaration which are vested in or upon a Sub-Unit Owner shall automatically become the obligations, limitations, rights, benefits, or burdens of the Sub-Unit Condominium Association; except that the foregoing will not relieve any Owner, any Sub-Unit Owner, any Unit or any Sub-Unit from any obligation to pay Assessments under the Declaration.

Section 2. Payment of Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against the owner of and becomes a lien upon each Unit against which such assessments are made as provided by Article IV of the Declaration (incorporated herein and made a part hereof for all purposes).

Section 3. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to the use of the common facilities of such Member, his tenants, and each individual residing with either of them in the Unit owned by such Member, may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member, his tenants, and each individual residing with either of them in such Member's Unit, may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Elements and facilities, or for failure to meet any obligation imposed by the Declaration upon such Member, his tenants, or any individual residing with either of them.

ARTICLE IV

PROPERTY RIGHTS; RIGHTS OF ENJOYMENT

Each Member, his tenants, and the individuals who reside with either of them in the Unit owned by such Member, shall be entitled to the use and enjoyment of the Common Elements and facilities in accordance with and subject to the terms and conditions set forth in the Declaration, the Bylaws, and the rules and regulations adopted from time to time by the Board of Directors. The rights and privileges of any such tenant or other individual are subject to suspension to the same extent as those of the Member. Any Member may also delegate the aforementioned rights of enjoyment to his guests, subject to any applicable rules and regulations that maybe adopted from time to time by the Board of Directors of the Association.

ARTICLE V

BOARD OF DIRECTORS, SELECTION; TERM OF OFFICE

Section 1. Number; Qualifications. The affairs of this Association shall be managed by a Board of Directors. The Board of Directors of the Association shall consist of not less than three (3) nor more than seven (7) members, the exact number to be fixed from time to time by the Owners. The initial Board of Directors shall consist of three (3) members and as of the first meeting of Unit Owners held after the conveyance of the Residential Unit, the Board shall consist of seven (7) members selected as set forth in Article III of the Declaration. Notwithstanding other provisions regarding voting, following the expansion of the Board to seven (7) Directors, a majority in number of the Directors, that is four (4), shall be selected or elected by the Office Unit Owner, with a majority of the remaining Directors, that is, two (2) out of three (3) Directors, other than the Directors selected by the Office Unit Owner to be selected by the Residential Unit Owner, and the remaining Director (other than the Directors selected by the Office Unit Owners and the Residential Unit Owners), that is one (1) Director shall be selected by the Retail Unit Owner.

Section 2. Election; Term. The directors named in the Articles shall serve until the organization meeting of the Members. At the organizational meeting, three (3) directors shall be elected to serve for a term of one (1) year. Thereafter, directors shall serve for a term of two (2) years and thereafter until their respective successors are elected, or until their death, resignation or removal; provided, that if any director ceases to be an Owner or the spouse of an Owner, his membership on the Board shall thereupon terminate.

Section 3. Death, Resignation and Removal, Filling Vacancies. Any director may resign at any time by giving written notice to the other directors, and any director may be removed from membership on the Board by the vote of the Owners of a majority of the Units. Any vacancy in the Board shall be filled by the other members of the Board who represent the same Unit to which such vacated Board seat was allocated, and if no other members of the Board remain who occupy seats allocated to such Unit, then such member shall be appointed by vote of the Owner of the Unit to which such Board seat was allocated, provided that the Owners, acting at a meeting called within ten (10) days after the occurrence of the vacancy, may fill the vacancy.

Section 4. Compensation. Directors shall serve without pay unless expressly approved by the Members entitled to cast a majority of the voting interests in the Association. However, a director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Place of Meetings. Meetings of the Board of Directors, regular or special, shall be held at the offices of the Association unless otherwise consented to by all members of the Board of Directors.

Section 2. First Meeting. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the Members at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, providing a quorum shall be present. In the event of the failure of the Members to fix the time and place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the Members, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meeting of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Section 3. Regular Meetings. Regular meetings of the Board of Directors (in addition to the first meeting provided in Section 2 above) may be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the day so fixed be a legal holiday, then the meeting shall be held at the same time on the next day not a legal holiday.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by the president and shall be called by the secretary on the written request of two directors of the Board. Written notice of special meetings of the Board of Directors shall be given to each director at least three (3) days before the date of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5. Quorum A majority of the directors shall constitute a quorum for the transaction of business and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by the Articles. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6 Attendance. Any member of the Board of Directors or members of any committee designated by such Board may participate in and hold any meeting of such Board or committee by conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the

Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members in which directors are to be elected, to serve from the close of such annual meeting until the close of the next annual meeting in which directors are to be elected, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast as many votes as they are entitled to exercise.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The business and affairs of the Association shall be managed by its Board of Directors, which may exercise all such powers as are not by law, the Articles or the Bylaws directed or required to be exercised and done by the Members. The power and authority of the Board of Directors shall include, but shall not be limited to, all powers, duties and authority vested in or delegated to the Board of Directors in the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors

(a) to make available to each Owner within sixty (60) days after the end of each year an annual report and, upon the written request of the Owners of one third (1/3) of the Units, to have such report audited by an independent certified public accountant, which audited report shall be made available to each Owner within thirty (30) days after completion;

(b) to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration,

(i) to fix the amount of the annual assessment against each Unit in advance of each annual assessment period, as provided in Article IV of the Declaration, and

(ii) to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance on property owned by the Association and to adjust the amount, collect, and use any insurance

proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property; to assess all Units in proportionate amounts to cover the deficiency;

(f) to procure and maintain adequate fidelity coverage to protect against dishonest acts by officers, directors, trustees and other employees of the Association having fiscal responsibilities and all others who are responsible for handling funds of the Association. Such fidelity bonds shall comply in all respects with Section 6.05 of the Declaration;

(g) Full maintenance of and utility services for the General Common Elements as set forth in Section 5.02 of the Declaration;

(h) Maintenance of utility systems in the General Common Elements, and any required structural repairs as set forth in Section 5.02 of the Declaration; and

(i) to perform any and all other duties and exercise any and all other powers specified in either the Declaration or the Articles.

Section 3. Limitation. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the General Common Elements (other than for purposes of replacing or restoring portions of the General Common Elements, subject to all the provisions of the Declaration) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000) (exclusive of any insurance proceeds applied to such alterations, additions, improvements, or repair of damages), without in each case the prior approval of a majority of the Owners. Expenditures for such purposes shall be made from the maintenance fund.

ARTICLE IX

COMMITTEES

The Board of Directors, by resolution adopted by a majority of the Board, may designate two (2) or more Members of the Association to constitute special committees, which committees, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors within its field of responsibility except when the action of the Board of Directors is required by statute. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board. The committees shall keep regular minutes of their proceedings and report the same to the Board when required.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. Place of Meetings. Meetings of the Members shall be held at the offices of the Association, in Dallas County, Texas, or at such other location within Dallas County, Texas as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. A regular annual meeting of Members shall be held on the fourth Monday of June in each year commencing with the year 2005. The date of the annual meeting may be changed from time to time by the resolution duly adopted by the Board of Directors of the Association.

Section 3. Special Meetings. Special meetings of the Members shall be called by the secretary upon written request of (a) two (2) members of the Board of Directors, or (b) Members entitled to cast one-fourth (1/4th) of the voting interests in the Association.

Section 4. Notice. Written notice of the organization meeting, each annual meeting, and each special meeting of the Members, specifying the date, hour and place of the meeting, shall be delivered to each Owner (and, upon request to each Mortgagee, which shall be permitted to designate a representative to attend all such meetings) not less than ten (10) nor more than fifty (50) days prior to the date fixed for said meeting. Notices of special meetings shall in addition specify the general nature of the business to be transacted at the meeting.

Section 5. Purposes. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

Section 6. Quorum. The presence at any meeting of Members entitled to cast a majority of the voting interests in the Association, represented in person or by proxy, shall constitute a quorum. If a quorum is not present at any meeting, the Members present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the Members in accordance with the provisions of Section 4 of this Article X, and at that meeting the presence of Members entitled to cast one-third (1/3rd) of the voting interests in the Association shall constitute a quorum. In no event shall the presence of Members entitled to cast less than one-third (1/3rd) of the voting interests in the Association constitute a quorum. Any of the Members may participate in and hold any meeting of the Members by conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting.

Section 7. Majority Vote. The vote of Members entitled to cast a majority of the voting interests in the Association thus represented at a meeting at which a quorum is present shall be the act of the Members' meeting, unless the vote of a greater number is required by law, the Declaration, the Articles, or these Bylaws.

Section 8. Voting Rights. Each Member may cast as many votes as he is entitled to exercise under the terms and provisions of the Articles on each matter submitted to a vote at a meeting of Members, except to the extent that the voting rights of any Member have been suspended in accordance with the Bylaws. Whenever there is more than one record Owner of a Unit, any or all of the record Owners may attend and vote at any meeting of the Members, but in no event shall more than one vote multiplied by the percentage or fractional interest in the Common Elements appurtenant to such Unit be cast with respect to any Unit.

Section 9. Proxies. Any Member may attend and vote at any meeting of Members in person or by an agent duly appointed by an instrument in writing signed by the Member and filed

with the Board of Directors. Whenever there is more than one (1) record Owner of a Unit, any designation of an agent to act for such record Owners must be signed by all such record Owners. Unless otherwise provided in such instrument, any designation of an agent to act for a Member may be revoked at any time by written notice to the Board of Directors and shall be deemed revoked when the Board shall receive actual notice of the death or judicially declared incompetency of such Member or of the conveyance by such Member of his Unit. Upon the death of a Member, the legal representative of the Member's estate shall have the right to vote for that Member and the legally appointed guardian of a Member who has been judicially declared to be incompetent shall have the right to vote for the Member.

Section 10. List of Members. The officer or agent having charge of the corporate books shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each, which list, for a period often (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by any Member at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 11. Record Date. The Board of Directors may fix in advance a date, not exceeding fifty (50) days preceding the date of any meeting of Members, as a record date for the determination of the Members entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, and in such case such Members and only such Members as shall be Members of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, notwithstanding any change of membership on the books of the Association after any such record date fixed as aforesaid.

Section 12. Action Without Meeting. Any action required by the statutes to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to cast the votes in the Association.

ARTICLE XI

NOTICES

Section 1. Delivery. Any notice to a director or Member shall be in writing and delivered personally or mailed to the director or Member addressed to the director or Member at his Unit at the Project, or at such other address as may be given in writing to the Board of Directors by the director or Member. Notice by mail shall be deemed to be given at the time when deposited in the United States mail addressed to the Member or directors, with postage thereon prepaid. Notice to directors may also be given by telegram and shall be deemed to be given when given to the telegraph company.

Section 2. Waivers Whenever any notice is required to be given to any Member or director by law, the Declaration, the Articles, or the Bylaws, a waiver thereof in writing signed

by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 3. Attendance at Meetings Attendance of any Member or director at a meeting shall constitute a waiver of notice of such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE XII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices The officers of the Association shall be a president (who may also be a member of the Board of Directors), a vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointment The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal Any officer may be removed from office with or without cause by the Board. Any officer may resign at anytime by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

The President

(a) The president shall be the chief executive officer of the Association, shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of business of the Association, and shall see that all orders and resolutions of the

Board of Directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

The Vice Presidents

(b) The vice presidents in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. They shall perform such other duties and have such other powers as the Board of Directors shall prescribe.

The Secretary and Assistant Secretaries

(c) The secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all the proceedings of the meetings of the Association and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be. He shall keep in safe custody the seal of the Association and, when authorized by the Board of Directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the treasurer or an assistant secretary.

(d) The assistant secretaries in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such powers as the Board of Directors may from time to time prescribe.

The Treasurer and Assistant Treasurers

(e) The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

(f) The treasurer shall disburse the funds of the Association as may be authorized by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors at its regular meetings or when the Board of Directors so requires an account of all his transactions as treasurer and of the financial condition of the Association.

(g) If required by the Board of Directors, the treasurer shall, at the expense of the Association, give the Association a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Association, in case of his death, resignation, retirement or removal

from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

(h) The treasurer shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare (i) an annual budget and (ii) a statement of income and expenditures, to be presented to the membership at its regular annual meetings, a copy of each of which shall be made available to each Member upon request.

(i) The assistant treasurers in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE XIII

BOOKS AND RECORDS

Upon request, the Declaration, the Articles, the Bylaws, and the books, records and financial statements of the Association shall, during normal business hours and under other reasonable circumstances, be subject to inspection by any Member. Copies of the Declaration, the Articles and the Bylaws of the Association may be purchased at reasonable cost at the principal office of the Association.

ARTICLE XIV

CORPORATE SEAL

If the Association elects to have a corporate seal, the corporate seal shall have inscribed thereon the name of the Association, the year of its organization and the word "Texas." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

ARTICLE XV

AMENDMENTS

Subject to the restrictions set forth in the Declaration, these Bylaws may be amended, at a regular or special meeting of the Members or directors, by a vote of the Members or directors, as the case may be, representing ownership of a majority of the interest in the Common Elements of a quorum of the Members or directors present in person or by the Members present by proxy, provided that no amendment shall be made which would cause these Bylaws to be in conflict with the terms or provisions of the Declaration.

ARTICLE XVI

CONFLICTS

In the case of any conflict between the Articles and these Bylaws, the Articles shall control, and in the case or any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVII

FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

EXHIBIT F
TO
CONDOMINIUM INFORMATION STATEMENT

RULES AND REGULATIONS FOR MASTER CONDOMINIUM

(The Rules and Regulations for Master Condominium follows this Cover Page)

**RULES AND REGULATIONS
(RESIDENTIAL)**

EMERGENCY. In case of fire, smoke, or suspected criminal activity involving imminent harm, Owner of the Residential Unit or any Sub-Unit owner ("Resident") should immediately telephone the local fire, police, or EMS department by dialing 911, and then contact Master Association's Managing Agent through the on-duty security officer.

CONDUCT. Resident shall maintain the Residential Unit so as to not cause damage to other Units or The Centrum Towers. Passageways shall not be used for any purposes other than entry or exit. Master Association may coordinate furniture movers and delivery persons. Resident is liable to Master Association for damages caused by Resident or Resident's guests or Occupants. Unless otherwise instructed by Master Association, Resident shall on a 24-hour-a-day basis during freezing weather keep the Unit heated to at least 50 degrees.

PROHIBITED ACTIVITIES. The conduct of Resident and Resident's guests, invitees, licensees and tenants (collectively, "Occupants") shall not be loud, obnoxious, or unlawful and shall not disturb the rights, comforts, health, safety, or conveniences of other persons in or near the Unit or The Centrum Towers. Resident shall not possess, sell, or manufacture illegal drugs or drug paraphernalia; engage in or threaten violence; discharge a weapon as prohibited by Penal Code Sections 42.01, 46.02, or 46.06; to the extent such prohibition is permitted under applicable laws; solicit business or contributions; operate a business or child care service other than a home office use incidental to the residential use; store anything in closets having gas appliances; bring hazardous materials onto The Centrum Towers; and use kerosene lamps. Resident shall not permit any act or omission which would constitute a fire hazard. Only battery-powered lighting may be used for light if electricity is interrupted or terminated. The Master Association may prohibit guests or other persons who in the Master Association's reasonable judgment have been violating the law, disturbing other Owners or their tenants or neighbors, or violating the Master Declaration or these Rules and Regulations.

BALCONIES. Residents, Occupants and their guests shall not use any balcony for any unsafe activity. Without limiting the foregoing, no lighted cigarette or any other object shall be thrown or allowed to fall from a balcony. No plants, blown off by strong winds shall be hung on a balcony or over a balcony rail. No papers or other objects that could be blown off by strong winds shall be stored on the balcony. Any furniture or other improvement on the balcony shall be secured against winds and other weather conditions. Gasoline and other flammable liquids shall not be used or stored on the balcony for any purpose, including outdoor grilling. Resident shall not feed birds from or on the balcony. Resident and Occupants shall not make any change to the structure or exterior appearance of the balcony or the windows without the Master Association's prior written approval. Resident, Occupants and their guests waive any and all claims and agree to indemnify and hold Master Association harmless from any and all damages which may arise from such use of the balconies.

PUBLIC ACCESSWAYS. Residents, Occupants or their guests shall not block or leave anything in or on the fire escapes, sidewalks, entrances, drives, elevators or stairways. Public Accessways shall be used only for entering and leaving the Residential Unit and The Centrum Towers.

ELEVATORS. The residential passenger and service elevators shall be available for the non-exclusive use by the Resident and Occupants of The Centrum Towers.

KEYS AND LOCKS. Master Association may retain a passkey to the Residence. Resident shall not install any additional locks or security devices on the entrance to the Residence, preventing Master Association from entering with such passkey. If any changes are made to the locks, or any mechanism is installed by Resident, Resident must deliver such key or means of access to Master Association.

REFUSE. All refuse shall be properly stored in permitted receptacles. Resident shall not allow any dirt, garbage or other substances to be swept, thrown off any balconies. Carpets, rugs or other articles shall not be hung or shaken out of any window or off any balcony of The Centrum Towers.

NO PROJECTIONS. No aerial antennas, awnings or other projections shall be erected or attached to the outside walls of The Centrum Towers or the exterior of any balcony without the express written consent of the Master Association, which may be withheld in the Master Association's sole discretion.

PETS. All pets shall be licensed, as required by applicable law and local ordinances. Pets shall be leashed whenever outside the Residential Unit. Resident shall promptly pick up and remove any waste left by their pets and in any part of The Centrum Towers or adjacent walkways, driveways or other common areas.

REMEDY. The Master Association or Managing Agent shall have the right, without notice, to remedy any situation caused by Resident which potentially harms or threatens other Unit Owner's or their guests, invitees, licensees and tenants, as reasonably determined by Master Association or Managing Agent and as permitted under the Governing Documents

REVISIONS. These Rules and Regulations may be revised from time to time in accordance with the Master Declaration. Master Association shall furnish Resident a copy of any such Revised Rules and Regulations, as the same are adopted the by Master Association in accordance with the Declaration.

EXHIBIT G
TO
CONDOMINIUM INFORMATION STATEMENT

DECLARATION FOR RESIDENTIAL CONDOMINIUM

(The Declaration for Residential Condominium follows this Cover Page)



CONDO 200500178273
65 PGS

Capital Title
GF# 010-01755-
PC

AMENDED AND RESTATED
RESIDENTIAL CONDOMINIUM DECLARATION

FOR

THE CENTRUM TOWER, A RESIDENTIAL CONDOMINIUM

Made and Established on May 12, 2006.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS.....	2
Section 1.1 Terms Defined	2
Section 1.2 Obligations of Residence Owners and Residences.....	9
ARTICLE II GENERAL PROVISIONS.....	9
Section 2.1 Creation of Residences, Residential Map.....	9
Section 2.2 Allocation of Interests in Residential Common Elements.....	10
Section 2.3 Inseparability of Residences; No Partition	10
Section 2.4 Permissible Relationships; Description.	10
Section 2.5 Mortgage of Residence	11
ARTICLE III USES, RESERVATIONS AND RESTRICTIONS	11
Section 3.1 Permitted Use.....	11
Section 3.2 Leases	11
Section 3.3 Sales Activities.....	11
Section 3.4 Residential Storage Spaces	12
Section 3.5 Residential Parking Spaces.....	12
Section 3.6 Compliance with Residential Governing Documents.....	12
Section 3.7 Reservations by Residential Declarant.	12
Section 3.8 Easements.	13
Section 3.9 Estoppel Certificates	13
Section 3.10 Restriction on Resale of Residences.....	14
ARTICLE IV MATTERS REGARDING THE RESIDENTIAL ASSOCIATION	14
Section 4.1 General.....	14
Section 4.2 Allocation of Votes in the Residential Association.....	14
Section 4.3 Suspended Voting Rights.....	15
ARTICLE V MAINTENANCE, ALTERATIONS, TAXES AND UTILITIES	15
Section 5.1 Maintenance.....	15
Section 5.2 Failure of Residence Owner to Maintain Residence	16
Section 5.3 Additions, Alterations or Improvements by Residence Owner	16
Section 5.4 Mechanic's Liens; Indemnification.....	17
Section 5.5 Taxes.	17
Section 5.6 Utilities	18
ARTICLE VI INSURANCE.....	18
Section 6.1 Insurance	18
Section 6.2 Insurance by Residential Association.	19
Section 6.3 Insurance by Residence Owners	19
Section 6.4 Other.	20

ARTICLE VII	RESIDENTIAL ASSESSMENTS	20
Section 7.1	Monthly and Special Residential Assessments by Residential Association	20
Section 7.2	Individual Residential Assessments.....	21
Section 7.3	Obligation to Pay Residential Assessments.....	21
Section 7.4	Lien to Secure Payment of Residential Assessments	22
Section 7.5	Commencement of Obligation to Pay Residential Assessments	22
Section 7.6	Redemption by Residence Owner	23
Section 7.7	Notice of Default	23
Section 7.8	Alternative Actions	24
Section 7.9	Master Association Lien	24
ARTICLE VIII	LOSS AND OBSOLESCENCE.....	24
Section 8.1	Loss or Damage	24
Section 8.2	Residential Association as Attorney-in-Fact.....	24
ARTICLE IX	CONDEMNATION	25
Section 9.1	Condemnation.....	25
Section 9.2	Residential Association as Attorney-in-Fact.....	25
ARTICLE X	DEVELOPMENT PERIOD.....	25
Section 10.1	Initial Directors.....	25
Section 10.2	Period of Residential Declarant Control.....	25
Section 10.3	Working Capital Contributions.....	26
ARTICLE XI	MATTERS FOR MEDIATION AND ARBITRATION.....	26
Section 11.1	Mediation.....	26
Section 11.2	Final Offer Arbitration.....	27
Section 11.3	Exclusive Remedy	27
ARTICLE XII	MISCELLANEOUS	28
Section 12.1	Sound Transmission Disclaimer	28
Section 12.2	Revocation or Termination of Residential Declaration	28
Section 12.3	Amendment to Residential Declaration.....	28
Section 12.4	Partial Invalidity	29
Section 12.5	Conflicts.....	29
Section 12.6	Captions and Exhibits	29
Section 12.7	Usury.....	29
Section 12.8	Use of Number and Gender	30
Section 12.9	Governing Law	30
Section 12.10	Notice.....	30
ARTICLE XIII	PROVISIONS APPLICABLE TO RESIDENTIAL MORTGAGEES.....	31
Section 13.1	Notice To Residential Mortgagees.....	31
Section 13.2	Cure Rights	32
Section 13.3	No Invalidity of Mortgage Lien.....	32

Section 13.4	Mortgagee Requirements.....	32
Section 13.5	Unpaid Residential Assessments	33
Section 13.6	Books and Records	33
Section 13.7	Priority of Rights	33
Section 13.8	Required Percentage	33

List of Exhibits:

- Exhibit A -- Legal Description
- Exhibit B -- Residential Map
- Exhibit C -- Allocation of Residential Common Element and Allocated Interest
- Exhibit D -- Allocated Parking

AMENDED AND RESTATED
RESIDENTIAL CONDOMINIUM DECLARATION
FOR
THE CENTRUM TOWER, A CONDOMINIUM

This Amended and Restated Residential Condominium Declaration is made and established on May 12, 2006, by Residential Declarant;

RECITALS:

A. Centrum Towers Ltd., a Texas limited partnership (the "Original Residential Declarant"), recorded that certain Residential Condominium Declaration for The Centrum Tower, a Condominium, dated August 8, 2005, in Volume 2005153, Page 0234 of the Real Property Records of Dallas County, Texas (the "Original Residential Declaration"), which created The Centrum Tower, a Condominium, including, among other items, 34 Residential Units.

B. Original Residential Declarant conveyed 33 Residential Units and the Residential Development Rights to GEM Centennial Centrum, LP ("Residential Declarant"), pursuant to that certain Special Warranty Deed dated August 8, 2005, in Volume 2005153, Page 00292 of the Real Property Records of Dallas County, Texas and that certain Assignment of Residential Declarant's Rights and Obligations, dated August 8, 2005, in Volume 2005153, Page 00300 of the Real Property Records of Dallas County, Texas.

C. Pursuant to the terms of the Original Residential Declaration, Residential Declarant reserved as a Residential Development Right the right to allocate the Residential Common Elements.

D. Residential Declarant now desires to exercise such Residential Development Rights by reallocating certain Residential Parking Spaces and to add certain corrections and clarifications to the Residential Declaration and in accomplishing such, desires to supercede, amend and restate, in its entirety, the Original Residential Declaration.

NOW, THEREFORE, having submitted the Property to the provisions of the Act and having previously established the Residential Condominium, Residential Declarant does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations and obligations shall be deemed to run with the land and shall be a burden and benefit to Residential Declarant, the Residential Association, the Residence Owners and their respective heirs, legal representatives, successors and assigns:

ARTICLE I

DEFINITIONS

Section 1.1 Terms Defined. As used in this Residential Declaration, the following terms shall have the meanings set forth below, provided that those capitalized terms not expressly defined herein shall have the same meaning as defined in the Master Declaration:

"Act." The Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time.

"Acquired Property." Shall have the meaning set forth in Section 13.2 of this Residential Declaration.

"Affiliate." As defined in Section 82.003(1) of the Act.

"Building" All portions of the building located on the Land in which encompasses the Residential Unit of the Master Condominium.

"County." Dallas County, Texas.

"Individual Residential Assessments." Residential Assessments levied by the Residential Association against one or more but less than all Residence Owners pursuant to Section 7.2 of this Residential Declaration.

"Master Association." The Centrum Condominium Association, Inc., the condominium association created pursuant to the Master Declaration.

"Master Condominium." The form of real property established in the Master Declaration.

"Master Declarant." Centrum G.S. Ltd., a Texas limited partnership, and its successors and assignees having the rights, powers, authority and obligations described in the Master Declaration.

"Master Declaration." The condominium declaration for The Centrum Master Condominium, and all recorded amendments thereto.

"Master Expenses." Expenses allocated to the Residential Unit Owners under the Master Declaration for which each Residence Owner is responsible, including: (a) the Residential Unit Owner's portion of those expenses incurred by the Master Association for (i) maintenance and repair of the Common Elements as provided in Section 5.02 of the Master Declaration, (ii) casualty, public liability and other insurance coverage required to be maintained on the Common Elements by the Master Association under Article VII of the Master Declaration and (iii) Governmental Impositions levied and assessed against the Common Elements as provided in Section 5.13 of the Master Declaration; and (b) the Residential Unit Owner's portion of expenses that are payable to the Master Association pursuant to the Master Budget and as described in Article IV of the Master Declaration.

"Master Map." The map and plans attached to the Master Declaration.

"Master Regulations." The rules and regulations of the Master Association as amended from time to time.

"Master Unit." Individually, the Office Unit, Retail Unit and the Residential Unit, as described in the Master Declaration.

"Monthly Residential Assessment." Assessments established and collected by the Residential Board of Directors pursuant to Article VII of this Residential Declaration for payment of the Residential Common Expenses and other Residential Charges when due.

"Past Due Rate." The maximum lawful rate of interest under Texas law or, if no maximum lawful rate exists, the rate of 18% per annum.

"Person." Any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other legal entity, including any public or governmental body, agency or instrumentality and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Residence." A physical portion of the Residential Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted as units on the Residential Map) with the unrestricted right of ingress thereto and egress therefrom, and an undivided interest, appurtenant to the Residence, in and to the Residential Common Elements. The term "Residence" shall not include any of (i) the structural components of the Residential Building in which such Residence is located, nor any Residential Systems or (ii) the Master Units, except the Residential Unit as subdivided by this Residential Declaration.

"Residence Owner." Any Person (including Residential Declarant) owning fee title to a Residence, which Residence includes an undivided interest in the Residential Common Elements, but excluding a Person having an interest in a Residence solely as security for an obligation.

"Residential Allocated Interests." The undivided interests of each Residence Owner in the Residential Common Elements and the Residential Common Expenses allocated to each Residence as reflected on Exhibit "C", attached to this Residential Declaration, as may be reallocated in accordance with the Residential Reallocation Percentages as required from time to time pursuant to this Residential Declaration.

"Residential Articles." The articles of incorporation of the Residential Association filed with the Secretary of State of Texas, as amended from time to time.

"Residential Assessments." Monthly Residential Assessments, Special Residential Assessments and Individual Residential Assessments, together with Residential Charges by the Association, a Residence Owner or the Residential Association, or levied against a Residence by the Residential Association.

“Residential Association.” The Centrum Tower Condominium Association, Inc., a Texas Non-Profit Corporation organized under the Act and the Texas Non-Profit Corporation Act and created for the purposes and possessing the rights, powers and authority set forth in the Residential Governing Documents.

“Residential Board of Directors.” The board of directors of the Residential Association named in the Residential Articles and their successors as duly elected and qualified from time to time.

“Residential Budget.” A budget prepared by the Residential Association and delivered to Residential Declarant that includes the anticipated Residential Common Expenses and Residential Charges for the Residential Property for the ensuing year.

“Residential Bylaws.” The bylaws of the Residential Association, as amended from time to time, adopted by the Residential Board of Directors.

“Residential Charges.” Any costs, expenses, dues, interest fees, late fees, fines, collection costs, attorney’s fees and any other sums arising under the Residential Governing Documents owing to the Residential Association.

“Residential Common Elements.” The Residential Limited Common Elements and the Residential General Common Elements.

“Residential Common Expenses.” Expenses for which the Residential Association is responsible, including: (i) the Master Expenses; (ii) those insurance coverages as may be maintained by the Residential Association as described in **Section 6.2(b)**, of this Residential Declaration; (iii) professional services for the Residential Association, such as management, accounting and legal services and (iv) such other costs and expenses as may be reasonably related to the proper maintenance, care, operation, management and administration of the Residential Association and the Residential Common Elements.

“Residential Condominium.” The form of real property established by this Residential Declaration with respect to the Residential Unit, in which portions of the Residential Unit are designated for individual ownership or occupancy and the remainder of the Residential Unit is designated for common ownership or occupancy solely by the Residence Owners of such portions, initially containing 34 Residences and containing a maximum of 36 Residences.

“Residential Declarant.” Centrum Towers Ltd., a Texas limited partnership and its successors and assignees having the rights, powers, authority and obligations described in the Residential Declaration evidenced by a written instrument filed for record in the real property records of the County assigning the rights, powers, authority and obligations of Residential Declarant under this Residential Declaration, and any purchaser at a foreclosure sale under a Residential Mortgage held by a Residential Declarant’s Mortgagee.

"Residential Declarant Control." The period commencing on the date of this Residential Declaration and continuing until the earlier to occur of the date which is: (i) three years from the date that the first deed from Residential Declarant to a Residence Owner is recorded in the real property records of the County or (ii) 120 days after the date that deeds to not less than 75% of the Residences conveying ownership to Residence Owners other than Residential Declarant have been recorded in the real property records of the County.

"Residential Declarant's Mortgagee." Any Person that is the holder of the Residential Lien Indebtedness of Residential Declarant.

"Residential Declaration." This Amended and Restated Residential Condominium Declaration for The Centrum Tower, a Residential Condominium and all recorded amendments thereto, which Residential Declaration and all amendments thereto, shall be recorded in the County.

"Residential Development Rights." A right or combination of rights: (i) to make and record corrections to the Residential Map to conform the Residential Map to the actual location of the Residential Improvements, the actual size and location of the Residences and/or the proper designation of the elements of the Residential Improvements as Residences or Residential Common Elements; (ii) to create, or properly designate or allocate Residences or Residential Common Elements within the Residential Condominium; (iii) to subdivide Residences within the Residential Condominium; or (iv) to lease any unsold Residences in the Residential Condominium to third parties on such residential lease forms and upon such terms and conditions as Residential Declarant desires. The above rights expressly include the right to designate and assign portions of the Residential General Common Elements as Residential Limited Common Elements for the exclusive use of a Residence Owner to which the portions so designated and assigned shall become appurtenant.

"Residential Dispute." Any claim, grievance or other dispute arising out of or relating to: (i) the interpretation, application or enforcement of the Residential Governing Documents; (ii) any conflict or dispute arising between or among two or more Residence Owners; (iii) the proper party to bear a maintenance cost or expense or a capital expenditure or the proper amount of the expense to be charged or collected; (iv) the rights, obligations and duties of any Residence Owner under the Residential Governing Documents; (v) the authority of the Residential Association or Residential Declarant under any Legal Requirement or under the Residential Governing Documents to: (a) require any Residence Owner to take any action or not to take any action involving such Owner's Residence or (b) alter or add to the Residential Common Elements or the Residential Condominium or (vi) the failure of the Residential Association, in accordance with Residential Legal Requirements and the Residential Governing Documents to: (w) properly conduct elections; (x) give adequate notice of meetings or actions; (y) properly conduct meetings or (z) allow inspection of books or records, except that the following shall not be considered "Residential Disputes" unless all parties shall otherwise agree to submit the matter to mediation or arbitration, as applicable, pursuant to Article XI of this Residential Declaration: (i) the interpretation or enforcement of any warranty or the levy of a fee or assessment or the collection of an assessment levied

against a Residence Owner by the Residential Association; (ii) any suit by the Residential Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary to maintain the status quo and preserve the Residential Association's ability to enforce the provisions of the Residential Governing Documents; (iii) any suit between Residence Owners which does not include Residential Declarant, or Residential Association if such suit asserts a Residential Dispute which would constitute a cause of action independent of any of the Residential Governing Documents; (iv) any disagreement that primarily involves title to any Residence or Residential Common Elements or (v) any suit in which the applicable statute of limitations would expire within 180 days of the giving of notice as provided in Article XI of this Residential Declaration unless the Persons against whom the Dispute is made agree to toll the statute of limitations for a period of time necessary to comply with Article XI of this Residential Declaration.

"Residential General Common Elements." All portions of the Common Elements that are not Limited Common Elements.

"Residential Governing Documents." Individually and collectively, the Act, Master Declaration and the Articles, Bylaws and Regulations of the Master Association, this Residential Declaration, Residential Articles, Residential Bylaws and Residential Regulations.

"Residential Governmental Impositions." All real estate and personal property taxes, charges, Residential Assessments, standby fees, excises and levies and any interest, costs or penalties with respect thereto, general and special ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time prior to or after the execution hereof may be assessed, levied or imposed upon the Residential Condominium or any Residence therein by any governmental agency or quasi-governmental agency.

"Residential Improvements." All plumbing, electrical and telephone lines and computer cable, floors, walls and other objects and elements existing or placed within that portion of the building which comprises the Residential Unit of the Master Condominium.

"Residential Insurance Proceeds." Any and all proceeds that the Master Association, the Residential Association or a Residence Owner is entitled to receive from an insurance company as a result of a casualty loss, including such proceeds in connection with a casualty loss to a Residence Owner's Residence or the Residential Common Elements rights granted in this Residential Declaration.

"Residential Legal Requirements." Any and all then-current judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any federal, state or municipal authority in any way applicable to any Residence Owner's use and enjoyment of the Residential Condominium, or any Residence, including the zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier, health and environmental laws and regulations.

“Residential Lien Indebtedness.” Any bona fide indebtedness, which is the result of an arm's-length negotiation, that is secured by a lien or encumbrance upon an Residence Owner's Residence.

“Residential Limited Common Elements.” Those portions of the Residential Common Elements that are allocated by this Residential Declaration and the Residential Map for the exclusive use by one or more, but less than all of the Residences Systems which exclusively serve one Unit shall be limited Common elements of such Unit.

“Residential Maintenance Standard.” Maintenance in good repair in an attractive and clean condition, including the operation, upkeep, repair and restoration ordinary wear and tear excepted, to the extent necessary to maintain the Residential Condominium or Residences within the Residential Condominium, as applicable, in a condition reasonably suitable for its intended purpose and consistent with an upscale residential project.

“Residential Manager.” Any experienced and professional manager or management company with whom the Residential Association contracts for the day-to-day management of either or both of the Residential Condominium or the administration of the Residential Association.

“Residential Map.” The plats and plans in Exhibit “B”, attached to this Residential Declaration and made a part of this Residential Declaration, including a survey plat of the Residential Property and dimensional drawings that horizontally and vertically identify and describe the Residences and describe the Residential Common Elements.

“Residential Mortgagee.” Any Person, including Residential Declarant's Mortgagee, so long as Residential Declarant is a Residence Owner, that is the holder of Residential Lien Indebtedness and which has provided the Residential Association with written notice of its name, address and description of the Residence encumbered by such Residential Lien Indebtedness.

“Residential Parking Spaces.” Those 73 parking spaces used exclusively for the parking of automobiles by the Residence Owners, as more particularly described in Section 3.5 of this Residential Declaration and as shown and numbered on the Map.

“Residential Property.” The Residences and the Residential Common Elements.

“Residential Reallocation Percentage.” The percentage of the undivided interest of each Residence Owner in the Residential Common Elements, as set forth on a Supplemental Residential Declaration, determined by dividing (i) the square footage of a Residence by (ii) the combined total square footage of all Residences, which measurement of the square feet within each Residence shall be done in the same manner as the measurement used to establish the initial Residential Allocated Interests set forth on Exhibit “C”, attached to this Residential Declaration.

“Residential Regulations.” The rules and regulations of the Residential Association initially adopted by the Residential Board of Directors and, as amended from time to time, relating to the appearance, use and occupancy of each Residence.

“Residential Rents.” Any and all rental or other income received by a Residence Owner in connection with the leasing of a Residence or the granting or licensing of a right to use all or any portion of such Residence.

“Residential Storage Spaces.” Those 16 storage spaces used exclusively for the storage of items by the Residence Owners, as more particularly described in Section 3.4 of this Residential Declaration, and as shown and numbered on the Map.

“Residential Systems.” All fixtures, utilities, equipment, pipes, lines, wires, computer cables, conduits, circuits, junction boxes, hangers, pull boxes, terminal points, electronic devices, air compressors, air handlers, chillers and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage and audio and video signals, including the main switch gear conduits, plumbing chases and mechanical shafts on the Residential Property.

“Residential Taking.” The taking or threat of taking of all or a portion of the Residential Property for any public or quasi-public use, by eminent domain proceedings or otherwise, by a governmental agency or quasi-governmental agency or by an action in the nature of eminent domain (whether permanent or temporary) or the sale or other transfer of the Residential Property in lieu thereof.

“Residential Tenant.” Any Person having the right to occupy a Residence pursuant to a lease granted by a Residence Owner.

“Residential Unit.” The Master Unit of the Master Condominium subdivided by this Residential Declaration, as more particularly described in Section 20.2(e) and (f) of the Master Declaration as shown on the Master Map.

“Residential Working Capital Contribution.” An amount equal to the Residential Monthly Assessment multiplied by two to be contributed to the Residential Association by each Residence Owner (but not the Residential Declarant) as provided in Section 10.3 of this Residential Declaration.

“Sales Restriction Period.” A period commencing on the date that a Residence is conveyed to a Residence Owner by the Residential Declarant and ending on the earlier of (i) one year after the date of the conveyance of the Residences to the Residence Unit Owner by Residential Declarant and (ii) the date the last of the Residences is conveyed to a Residence Unit Owner by the Residential Declarant.

“Special Residential Assessments.” Residential Assessments established and collected from time to time by the Residential Association pursuant to Article VII of this Residential Declaration for payment when due of costs relating to the repair and restoration of the Residential Common Elements.

"Special Residential Declarant Rights." Rights reserved for the benefit of Residential Declarant to (i) exercise any Residential Development Right (ii) make management, leasing and construction offices and models described in Section 3.3 of this Residential Declaration, (iii) use Easements through any Residential Common Elements for the purpose of making improvements within the Condominium or through the Residential Property, and (iv) appoint or remove any officer or board member of the Residential Association during the period of Residential Declarant Control.

"Supplemental Residential Declaration." An instrument executed by Residential Declarant and recorded in the real property records of the County for the purpose of modifying the Residential Allocated Interests, or for such other purposes as are provided in this Residential Declaration.

Section 1.2 Obligations of Residence Owners and Residences. Upon the filing of this Residential Declaration and the acceptance of a deed to a Residence by a Residence Owner, any and all obligations (including the obligations to pay Assessments as defined in the Master Declaration), liabilities, limitations, rights, benefits or burdens that are vested, or that may in the future become vested, in or upon the Residential Declarant pursuant to the Master Declaration are hereby assumed by each Residence Owner and shall automatically be the obligations (including the obligations to pay Assessments as defined in the Master Declaration), liabilities, rights, benefits or burdens of each Residence Owner and the Residences. EACH RESIDENCE OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE RESIDENTIAL DECLARANT FROM SUCH RESIDENCE OWNER'S SHARE OF ANY AND ALL LIABILITIES, COSTS, EXPENSES (COMMON OR OTHERWISE), CHARGES, AND RESIDENTIAL ASSESSMENTS RELATING OR APPERTAINING TO SUCH RESIDENCE OWNER'S RESIDENCE.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Creation of Residences, Residential Map.

(a) The Residential Property is hereby divided into fee simple estates composed of separately designated Residences and each such Residence's undivided interest in and to the Residential Common Elements. Each Residence, together with such Residence's undivided interests in the Residential Common Elements, is for all purposes a separate parcel of and estate in real property. The separate parcels of and estates in real property designated hereby shall be created on the date of filing of this Residential Declaration in the condominium records of the County and shall continue until this Residential Declaration is revoked or terminated in the manner provided in this Residential Declaration.

(b) The Residential Map sets forth, among other things, the following: (i) a general description and diagrammatic plan of the Residential Condominium; (ii) the location and dimension of all real property subject to the Residential Development Rights; (iii) all major improvements to the Residential Unit, including each Residence showing its location within the Building, the floor and the number of the Residence and,

by identifying unit number as applicable, the Residential Limited Common Elements appurtenant thereto; (iv) the location of the Residential Parking Spaces and Residential Storage Spaces designated for use by the Residence Owners and (v) such other information as is desirable or required pursuant to the Act, including a certification as to compliance with the Act. THE RESIDENTIAL DECLARANT SHALL NOT BE LIABLE TO ANY RESIDENCE OWNER AS A RESULT OF ANY DISCREPANCIES IN ACTUAL MEASUREMENTS FROM THOSE SET FORTH ON THE RESIDENTIAL MAP OR IN ANY RESIDENTIAL CONDOMINIUM PURCHASE CONTRACT TO WHICH RESIDENTIAL DECLARANT OR ANY RESIDENCE OWNER IS OR WAS A PARTY, AND EACH RESIDENCE OWNER, BY ACCEPTING A DEED TO A RESIDENCE, WAIVES ANY SUCH CLAIM OR CAUSE OF ACTION AGAINST RESIDENTIAL DECLARANT.

Section 2.2 Allocation of Interests in Residential Common Elements. The initial Residential Allocated Interests have been determined by dividing the square footage of each Residence by the square feet of all Residences and are shown opposite the Residence numbers in Exhibit "C", attached to this Residential Declaration. The Residential Common Elements shall remain undivided.

Section 2.3 Inseparability of Residences; No Partition. Each Residence shall be inseparable and shall be acquired, owned, conveyed, transferred, leased and encumbered only as an entirety. In no event shall a Residence be subject to physical partition and no Residence Owner shall bring or be entitled to maintain an action for the partition or division of a Residence or the Residential Common Elements. Any purported conveyance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Residential Common Elements without the Residence to which such Residential Common Elements are allocated is void ab initio. Residential Declarant shall have the right, without the vote or consent of the Residential Association or any Residence Owner, to: (i) make alterations, additions or improvements in, to and upon Residences owned by Residential Declarant or its Affiliates, and (ii) change the floor plan and layout of any Residence owned by Residential Declarant or its Affiliates; provided, however, that all material changes to the configuration or any size of any Residence shall require the approval of the Residential Association. However, in no event shall any such alteration, improvement, change or combination interfere with any structural support of any Residence or the Residential Common Elements or the provision of utility service to any Residence or the Residential Common Elements. The combination of Residences shall not affect the interest in Residential Common Elements, the share of Residential Common Expenses or the voting rights pertinent to the combined Residence that shall be treated for all such purposes as separate Residences. Residential Declarant may separate any Residences it has combined, at its sole expense, into separate and distinct Residences as originally set forth in the survey and Residential Map. All work done in accordance with the provisions of this Article II shall be done in compliance with the Residential Governing Documents and all applicable Residential Legal Requirements.

Section 2.4 Permissible Relationships; Description.

(a) A Residence may be acquired and held by more than one Person in any form of ownership recognized by the Residential Legal Requirements.

(b) Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Residence shall legally describe such Residence by its identifying Residence designation, followed by the words "The Centrum Tower, a Residential Condominium, a Condominium located in the Residential Unit within The Centrum Master Condominiums, located in Dallas County, Texas," with further reference to the recording data for this Residential Declaration (including the Residential Map and any amendments to the Residential Declaration). Every such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Residence, and any such description shall be construed to include all incidents of ownership relating to a Residence.

Section 2.5 Mortgage of Residence. A Residence Owner shall be entitled from time to time to mortgage or encumber such Residence Owner's Residence by creating a lien covering such Residence under the provisions of a deed of trust, but any lien created thereby shall be subject to the terms and provisions of this Residential Declaration and the Master Declaration and any mortgagee or other lienholder which acquires a Residence through judicial foreclosure, public sale or any other means shall be subject to the terms and provisions of the Residential Governing Documents. A Residence Owner that mortgages its Residence shall notify the Residential Association, giving the name and address of said Residence Owner's Mortgagee. The Residential Association shall maintain such information in a book entitled "Mortgages of Residences."

ARTICLE III

USES, RESERVATIONS AND RESTRICTIONS

Section 3.1 Permitted Use. Other than as permitted under Section 3.3 of this Declaration, no Residence shall be used or occupied for other than single family residential purposes. Each Residence shall also be subject to limitations on use, occupancy, architectural standards and such other matters as are set forth in the Residential Governing Documents.

Section 3.2 Leases. Residences may be leased; however: (i) no lease shall be made for transient or hotel purposes, (ii) all leases shall be for a term of at least one year, (iii) such lease shall be in writing, shall state that it is subject in all respects to the provisions of the Residential Governing Documents and shall provide that any failure by the Residential Tenant thereunder to comply with the terms and provisions of Residential Governing Documents shall constitute a default under such lease, (iv) each lease shall be subject to leasing restrictions set forth by the Residential Association in the Residential Governing Documents and the Master Association, (v) an executed copy of each lease shall be submitted to the Residential Association promptly following execution and the Residential Association shall submit a copy thereof to the Master Association and (v) all leases shall be on forms approved by the Residential Association.

Section 3.3 Sales Activities. Residential Declarant shall have the right to market and sell the Residences. Residential Declarant shall have the right to authorize the use of any part of a Residence (which is owned by Declarant) as a model unit or sales office in connection with the sale of Residences and shall have the right to authorize placement upon the Residential Property signs designating the sales office in advertising the sale of the Residences. Such signs may be placed in such locations and shall be of such size and character as Residential Declarant may

determine. All actions relating to the foregoing must be in compliance with the Residential Governing Documents.

Section 3.4 Residential Storage Spaces. All Residential Storage Spaces shall be for the use of the Residence Owners and shall be subject to the procedures and regulations adopted for the same from time to time by Residential Association as described in the Residential Regulations. The Residential Declarant may designate Residential Storage Spaces for the exclusive use of a Residence Owner by: (i) the deed to the Residence to which such Residential Storage Space is allocated the exclusive use, or (ii) amendment to this Residential Declaration signed by the Residential Declarant.

Section 3.5 Residential Parking Spaces. All Residential Parking Spaces shall be for the exclusive use of the Residence Owners to whom such parking space is allocated pursuant to Exhibit D attached hereto. All Residential Parking Spaces shall be subject to the procedures and regulations adopted for the same from time to time by Residential Association as described in the Residential Regulations. A Residence Owner of a Residence to which a Residential Parking Space is allocated may reallocate the Residential Parking Space to another Residence Owner by recording an amendment to this Residential Declaration. The amendment shall be executed by the Residence Owners between or among whose Residences the reallocation is made and shall state the manner in which the Residential Parking Space is to be reallocated. Before recording the amendment, the amendment shall be submitted to the Residential Board of Directors. Unless the Residential Board of Directors determines within 30 days that the proposed amendment is unreasonable, which determination shall be in writing and specifically state the reasons for disapproval, the Residential Association shall execute its approval and record the amendment in the Official Public Records of the County. Any Residential Parking Spaces not allocated on Exhibit D shall be under the exclusive control and administration of the Residential Association and may be later allocated by the Residential Declarant for the exclusive use of a Residence by filing an amendment to this Residential Declaration signed by the Residential Declarant.

Section 3.6 Compliance with Residential Governing Documents. Each Residence Owner, by accepting a deed conveying title to a Residence and any Tenant having the right to occupy any portion of a Residence Owner's Residence pursuant to a lease granted by such Residence Owner, shall automatically be deemed to have agreed to strictly comply with the provisions of the Residential Governing Documents and all Residential Legal Requirements. A failure or refusal of a Residence Owner to so comply with any such provisions, after written notice, shall constitute a Residential Dispute that shall be resolved in accordance with Article XI of this Residential Declaration. In addition, a Residence Owner's voting rights in the Residential Association may by written notice be suspended by the Residential Association during the period of such noncompliance.

Section 3.7 Reservations by Residential Declarant.

(a) In accordance with, and only if permitted by the Act, and at all times while Residential Declarant or any Affiliate of Residential Declarant owns any Residence, Residential Declarant reserves the right to exercise each of: (a) the Residential Development Rights and (b) the Special Residential Declarant Rights. In addition, Residential Declarant reserves the right to (i) include, in any instrument initially conveying a Residence, such additional reservations, exceptions and exclusions as it may

deem consistent with and in the best interests of the Residence Owners and the Residential Association; (ii) have and use an easement over, under and across any and all of the Residential Common Elements to the extent that same may be necessary or useful in remodeling, repairing or completing the Residences or (iii) exercise, as may be reasonably necessary, any Special Residential Declarant Rights or the performance of any obligations of the Residential Declarant.

(b) Subject to the requirements and limitations of the Act, Residential Declarant may assign all of any part of the Residential Development Rights and the Special Residential Declarant Rights or any other rights and reservations of Residential Declarant hereunder to any successor who takes title to all or part of the Property in a bulk purchase. Such successor will be identified, the particular rights being assigned will be specified all in a written instrument duly recorded in the real property records of the County. Centrum Towers Ltd., will assign all of its rights as Residential Declarant hereunder, including but not limited to the Residential Declarant Rights and Special Residential Declarant Rights to GEM Centennial Centrum, LP, pursuant to that certain Assignment of Residential Declarant's Rights and Obligations to be filed of record on the date of this Residential Declaration in the real property records of the County.

Section 3.8 Easements.

(a) Residential Declarant hereby reserves the Access Easement and Utility Easement for the benefit of all Owners, the Association and its agents, employees and representatives, including the Manger and the Manger's agent and employees as the case may be, and reserves the Support Easement for the benefit of the Association and each Owner. Each Owner shall by virtue of this Declaration, accept the deed to such Owner's Residence subject to (i) the Access Easement and the Utility Easement, (ii) the Support Easement, and (iii) all easements reserved to the owners of the Master Condominium and the Master Condominium Association. Residential Declarant hereby reserves of the benefit of each Owner, the Common Elements Easement and declares that by virtue of this Declaration the Common Elements shall be subject to the Common Elements Easement. Each Owner shall provide the Residential Association with a key to such Owner's Residence which may be used in such Owner's absence for Access Easement purposes.

(b) Residential Declarant hereby reserves for both the Residential Declarant, prior to the termination of Residential Declarant Control, and the association, after the termination of Residential Declarant Control, the right to grant easements for purposes of utilities over any and all of the Residential Common Elements. The granting of such easements shall require the prior written consent of the Master Condominium Association.

Section 3.9 Estoppel Certificates. Each Residence Owner, from time to time but no more often than twice each calendar year, shall have the right to require the Residential Association (as to all items listed below) to deliver to the requesting Residence Owner a written statement addressed to the requesting Residence Owner and its Residential Mortgagee or purchaser of its Residence, as applicable, without payment of any fee or cost certifying:

(a) the Residential Declaration is unmodified and in full force and effect (or if modified that the Residential Declaration as so modified is in full force and effect);

(b) the Residential Declaration attached to the certificate is a true and correct copy of this Residential Declaration and all amendments hereto;

(c) the date through which all Residential Assessments have been paid by the Residence Owner requested to provide the certificate and the Residence Owner requesting such certificate;

(d) to the knowledge of the Residential Association, the requesting Residence Owner is not in default of any of its obligations under the Residential Declaration (or if the Residential Association knows the requesting Residence Owner to be in default, specifying the defaults and any remaining cure period, if any);

(e) the Residential Association holds no existing liens, other than the lien for unpaid Residential Assessments accrued and not yet payable, against the requesting Residence Owner's Residence and

(f) such other matters as are reasonably requested by the requesting Residence Owner.

Section 3.10 Restriction on Resale of Residences. Except for Residence 1701, Residence Owner shall not offer any Residence for sale or advertise or otherwise market or attempt to market the Residence for sale in any way during the Sales Restriction Period. Residence Owner agrees that the breach of this provision during the Sales Restriction Period shall entitle the Residential Association to exercise the remedy of specific performance or damages against the Residence Owner.

ARTICLE IV

MATTERS REGARDING THE RESIDENTIAL ASSOCIATION

Section 4.1 General. The Residential Association has been incorporated as a nonprofit corporation under the Texas Non-Profit Corporation Act. In addition to the powers conferred on the Residential Association under the Residential Bylaws and under this Residential Declaration, the Residential Association may take all actions authorized by Section 82.102 of the Act. Any and all actions taken by the Residential Association pursuant to the Residential Governing Documents is binding on all Residence Owners. This Residential Declaration is not intended to place any limitations or restrictions on the power of the Residential Association or the Residential Board of Directors, except as set forth in this Residential Declaration or the Residential Governing Documents.

Section 4.2 Allocation of Votes in the Residential Association. Each Residence Owner shall automatically be a member of the Residential Association. Each Member shall be entitled to cast a number of votes equal to such Residence Owner's Residential Allocated Interest. All voting rights of a Residence Owner may be suspended during any period that such Residence Owner is delinquent in the payment of any Residential Assessment duly established

pursuant to Article VI or Article VII of this Residential Declaration or is otherwise in default under the terms of the Residential Governing Documents. Following a Residence Owner's cure of any such delinquency or default in full, its voting rights shall be completely reinstated 24 hours after such cure is effected. Any matter described in this Residential Declaration as requiring approval by a stated percentage or a majority of the Residence Owners shall be calculated on the basis of the Residential Allocated Interests. A Residence Owner may assign its voting rights as a member of the Residential Association to any other Residence Owner by use of a proxy in accordance with the Act.

Section 4.3 Suspended Voting Rights. All voting rights of a Residence Owner may be suspended during any period that such Residence Owner is delinquent in the payment of any Residential Assessment duly established pursuant to this Residential Declaration or is otherwise in default under the terms of the Residential Governing Documents.

ARTICLE V

MAINTENANCE, ALTERATIONS, TAXES AND UTILITIES

Section 5.1 Maintenance.

(a) **Maintenance of Residences.** All maintenance, repairs and replacements of, in or to any Residence, ordinary or extraordinary, foreseen or unforeseen, including maintenance, repair and replacement of interior non-structural walls, doors within or affording access to a Residence, and all Residential Systems, to the extent such Systems do not serve another Unit, fixtures and outlets and floor coverings within a Residence shall be performed by the Residence Owner in accordance with the Residential Maintenance Standard, with the cost thereof charged against the Residence Owner of such Residence.

(b) **Maintenance of Residential Common Elements.** All Residential Common Elements shall be maintained by the Residential Association (unless provided otherwise in the Master Declaration or this Residential Declaration) in accordance with the Residential Maintenance Standard, the cost and expense of which shall constitute a Residential Common Expense and be allocated and payable by the Residence Owners in accordance with Section 7.1(a) of this Residential Declaration. All expenses for the maintenance and repair of the Residential Common Elements allocated to Residential Declarant shall be payable by the Residential Association. The Residential Association shall establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Residential Assessments rather than by Special Residential Assessments. Nothing in this Residential Declaration shall be deemed or construed as relieving any Residence Owner from liability or responsibility for damage to the Residential Common Elements caused by the negligence or misconduct of a Residence Owner or a Residence Owner's occupants or invitees.

(c) **Limitation of Liability.** The Residential Association not shall be liable (i) for injury or damage to any person or property caused by the elements or by the Residence Owner or occupant of any Residence or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Residential

Common Elements or from any pipe, drain, conduit, appliance or equipment which the Residential Association is responsible to maintain; (ii) to any Residence Owner or occupants of any Residence for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Residential Common Elements or (iii) to any Residence Owner or occupant for any damage or injury caused in whole or in part by the failure of the Residential Association to discharge its responsibilities under this Section 5.1(c) of the Residential Declaration where such damage or injury is not a foreseeable, natural result of the Residential Association's failure to discharge its responsibilities.

Section 5.2 Failure of Residence Owner to Maintain Residence. If any Residence Owner fails or neglects to maintain, repair, or clean its Residence as required by Section 5.1(a) of this Residential Declaration and such failure or neglect continues for 15 days after such Residence Owner's receipt of written notice of such neglect or failure from the Residential Association, then the Master Association acting on its own behalf may, but shall not be obligated to enter the Residence and take appropriate steps to perform or cause to be performed, the maintenance, repair, cleaning and replacement in the manner as required by this Residential Declaration. The defaulting Residence Owner shall, upon demand, reimburse the Residential Association for all costs and expenses incurred in exercise of its rights in this Residential Declaration. Any Residential Charges for such costs and expenses not paid within ten days from the defaulting Residence Owner's receipt of demand from the Residential Association shall bear interest at the Past Due Rate.

Section 5.3 Additions, Alterations or Improvements by Residence Owner. Subject to the provisions in this Residential Declaration, no Residence Owner (other than Residential Declarant) shall: (i) make any addition, alteration or improvement in such Residence Owner's Residence, to the extent either visible from any other Residence or the exterior of the Building, whether structural or non-structural; (ii) change the floor plan and layout of such Residence Owner's Residence or (iii) make any material changes to the configuration or size of any Residence or Residential Limited Common Element without the prior written approval of the Residential Association, which approval shall be subject to the prior written consent of the Master Association, in its sole and absolute discretion. However, in no event shall any such alteration, improvement, change or combination interfere with any structural support of any Residence or any Residential System serving another Residence or any other part of the Master Condominium. All work done in accordance with this Section 5.3 of the Residential Declaration shall be done in compliance with all Residential Legal Requirements and the Residential Governing Documents. **THE RESIDENCE OWNER, MAKING OR CAUSING TO BE MADE ANY PERMITTED ADDITIONS, ALTERATIONS OR IMPROVEMENTS, AGREES, AND SHALL BE DEEMED TO HAVE AGREED, FOR SUCH RESIDENCE OWNER, TO HOLD THE RESIDENTIAL ASSOCIATION, AND ALL OTHER RESIDENCE OWNERS HARMLESS FROM AND TO INDEMNIFY THEM FOR ANY LIABILITY OR DAMAGE TO THE RESIDENTIAL CONDOMINIUM. ANY OTHER RESIDENCE OWNER SUBMITTING PLANS HEREUNDER, BY DISSEMINATION OF THE SAME, AND ANY RESIDENCE OWNER, BY ACQUIRING TITLE TO THE SAME, AGREES NOT TO SEEK DAMAGES FROM THE RESIDENTIAL ASSOCIATION, ARISING OUT OF THEIR REVIEW OF ANY PLANS HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RESIDENTIAL ASSOCIATION SHALL NOT BE RESPONSIBLE FOR REVIEWING,**

NOR SHALL THEIR REVIEW OF ANY PLANS BE DEEMED APPROVAL OF, ANY PLANS FROM THE STANDPOINT OF THE STRUCTURAL SAFETY, SOUNDNESS, WORKMANSHIP, MATERIALS, USEFULNESS, CONFORMITY WITH BUILDING OR OTHER CODES OR INDUSTRY STANDARDS; OR COMPLIANCE WITH LEGAL REQUIREMENTS. FURTHER, EACH RESIDENCE OWNER AGREES TO INDEMNIFY AND HOLD THE RESIDENTIAL ASSOCIATION AND THEIR RESPECTIVE OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DAMAGES, EXPENSES OR LIABILITIES WHATSOEVER, ARISING FROM THEIR REVIEW OF ANY PLANS HEREUNDER.

Section 5.4 Mechanic's Liens; Indemnification. No labor or services performed or materials furnished and incorporated in a Residence Owner's Residence, shall be the basis for the filing of a lien against the Residence of any other Residence Owner not expressly consenting to or requesting the same or against the Residential Common Elements. EACH RESIDENCE OWNER SHALL INDEMNIFY AND HOLD HARMLESS EACH OF THE OTHER RESIDENCE OWNERS AND THE RESIDENTIAL ASSOCIATION FROM AND AGAINST ALL LIABILITIES AND OBLIGATIONS ARISING FROM THE CLAIM OF ANY MECHANIC'S LIEN AGAINST THE RESIDENCE OF SUCH OTHER RESIDENCE OWNERS OR THE RESIDENTIAL COMMON ELEMENTS. All contracts for labor, services and/or materials with respect to any of the Residences shall be in compliance with the provisions hereof.

Section 5.5 Taxes.

(a) **Payment of Governmental Impositions.** Each Owner shall be responsible for and shall pay when due all Residential Governmental Impositions lawfully levied or assessed against such Residence Owner's Residence, except to the extent such tax assessments are being actively and diligently contested in good faith by appropriate legal proceedings. Any Residential Governmental Impositions lawfully levied or assessed with respect to the Residential Property not separately billed to the Residence Owners shall constitute a Residential Common Expense and be payable by the Residential Association when due.

(b) **Notice to Taxing Authorities.** Residential Declarant shall give written notice to the appropriate taxing authorities of the creation of the Residential Condominium established pursuant to this Residential Declaration. Each Residence Owner shall promptly request and diligently pursue from the applicable taxing authority separate tax parcel status and a separate tax identification number for its Residence.

(c) **Residences Not Separately Assessed.** If any Governmental Impositions with respect to the Residential Property are not separately billed to the Residence Owners of a Residence, each Residence Owner shall pay its respective allocated portion of taxes (which such allocations shall be determined in the manner set forth in this Residential Declaration) when requested by the Residential Association (but in no event prior to 20 days or later than ten days before the date of delinquency, without any additional notice or grace period) to permit the Residential Association to make full payment of taxes prior to the date on which such taxes would become delinquent; provided that Residential Association shall not require any Residence Owner to make any payment to the

Residential Association for taxes to the extent such amounts have already been deposited by such Residence Owner in accordance with any escrow arrangement.

(d) Failure to Pay Governmental Impositions. The Residential Association or any Residential Mortgagee may pay the portion of taxes that any Residence Owner has failed to pay when due, and the Residential Association or Residential Mortgagee shall have a lien against such Residence that may be enforced by any means available at law or in equity, including non-judicial foreclosure sale of such Residence in accordance with Texas Property Code Section 51.002 (as now written or hereafter amended); provided, however, no such Residential Assessment lien for delinquent taxes shall be valid until a notice of such lien is duly recorded in the real property records of the County, notwithstanding any applicable statute, law (including case law), equitable doctrine ordinance or regulation that permits any such lien to attach absent such recordation in the real property records. Each Residence Owner, by its acquisition of such Residence, as applicable, grants a power of sale in connection with such lien in favor of the Residential Association or any Residential Mortgagee that makes payment of taxes on behalf of a defaulting Residence Owner. Any lien pursuant to this Section 5.5(d) of the Residential Declaration shall have the same priority as a lien by the Residential Association for Residential Assessments; provided that any such lien for delinquent taxes shall be subordinate to the lien of any Residential Lien Indebtedness encumbering the defaulting Residence Owner's Residence, which Residential Lien Indebtedness was recorded prior to the date such lien for taxes was duly recorded (notwithstanding any applicable statute, law (including case law), equitable doctrine ordinance or regulation that permits any such lien to attach absent such recordation in the real property records). This Section 5.5 of the Residential Declaration shall terminate and be of no further force or effect whatsoever, upon the later of the date upon which (i) each Residence within the Residential Condominium shall be separately assessed and billed as a separate tax parcel by the tax assessor and (ii) all the taxes due and owing prior to all Residences being separately assessed and billed as a separate tax parcel by the tax assessor have been paid in full to the appropriate taxing authority.

Section 5.6 Utilities. Each Residence Owner shall be responsible for and shall pay all gas, electricity and water charges relating to such services used or consumed at or with respect to the occupancy of such Residence Owner's Residence, to the extent such charges are separately metered by the respective utility companies. Any utility charges not so separately metered and charges relating to such services used in connection with the use and maintenance of the Residential Common Elements, shall constitute a Residential Common Expense and be payable by the Residential Association.

ARTICLE VI

INSURANCE

Section 6.1 Insurance. All insurance coverage required to be obtained pursuant to Article VI of this Residential Declaration, Article VII of the Master Declaration or purchased at the election of a Residence Owner or the Residential Association shall:

- (a) be in such form and shall be issued by such responsible insurance companies licensed to do business in the State of Texas;
- (b) contain standard mortgagee clauses, if applicable;
- (c) not be brought into contribution with insurance purchased by other Residence Owners, the Master Unit Owners, the Master Association or the Residential Association;
- (d) provide that insurance trust agreements shall be recognized;
- (e) waive any right to claim (i) by way of subrogation against Residential Declarant, Master Declarant, the Master Association, the Master Unit Owners, the Residential Association, the Board of Directors, any Manager, the Residence Owners and their respective agents and employees and (ii) invalidity arising from the acts of the insured and
- (f) state that such policy is primary insurance if at the time of a loss under the policy any Residence Owner has other insurance covering the same property covered by the policy.

Section 6.2 Insurance by Residential Association.

(a) The Residential Association shall obtain as a Residential Common Area Expense, all insurance coverage required of the "Residence Owner" in Article VII of the Master Declaration.

(b) The Residential Association shall carry such other or additional insurance in such amounts and against such risks as the Residential Association shall reasonably deem necessary or appropriate with respect to the operation of the Residential Association, including liability insurance for all officers, directors, trustees and employees of the Residential Association. The premiums for all insurance coverages maintained by the Residential Association pursuant to this Section 6.2(b) of the Residential Declaration shall constitute a Residential Common Expense and be payable by the Residential Association.

Section 6.3 Insurance by Residence Owners. A Residence Owner shall be responsible for obtaining and maintaining at such Residence Owner's sole cost and expense (i) insurance covering all alterations, additions, betterments and improvements to such Residence Owner's Residence and all other personal property located at the Residence Owner's Residence or constituting a part thereof and (ii) insurance covering damage to Residential Common Elements or other Residences, the cause of which originates from such Residence Owner's Residence. Nothing in this Residential Declaration shall be deemed or construed as prohibiting a Residence Owner, at such Residence Owner's sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as such Residence Owner may deem necessary or appropriate.

Section 6.4 Other.

(a) The Residential Association shall not be liable for failure to obtain any insurance coverage required by this Residential Declaration to be obtained by the Residential Association or for any loss or damage resulting from such failure, if such failure is due to the general unavailability of such coverage from reputable insurance companies.

(b) Neither the Residential Association nor any Residence Owner shall obtain any policy of insurance where: (i) under the terms of the carrier's charter, bylaws or policy, contributions or Assessments may be made against the Residence Owner or Residential Mortgagee or become a lien against the Residential Condominium; (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Residential Association, Residence Owners or Residential Mortgagees from collecting Residential Insurance Proceeds.

(c) All insurance coverages purchased by the Residential Association and the Residence Owners pursuant to Article VI of this Residential Declaration shall not cover claims against any other Residence Owner due to accidents occurring within that other Residence Owner's Residence or casualty, theft or loss to the contents of that other Residence Owner's Residence.

ARTICLE VII

RESIDENTIAL ASSESSMENTS

Section 7.1 Monthly and Special Residential Assessments by Residential Association. The Residential Association shall possess the right, power, authority and obligation to establish a regular Monthly Residential Assessment for payment of Residential Common Expenses and such Special Residential Assessments as provided for in this Residential Declaration

(a) **Residential Common Expenses.** The Residential Association shall possess the right, power, authority and obligation to establish a regular Monthly Residential Assessment sufficient in the judgment of the Residential Association to pay all Residential Common Expenses when due. Such Monthly Residential Assessments so established shall be payable by the Residence Owners on the first day of each calendar month, and shall be applied to the payment of Residential Common Expenses and other Residential Charges for which the Residential Association is responsible.

(b) **Budget for Common Expenses.** Prior to the commencement of each fiscal year of the Residential Association, the Residential Association shall deliver to the Residence Owners a Residential Budget, incorporating the share of the Residential Common Expenses owed by Residential Declarant in sufficient detail so as to inform each Residence Owner of the nature and extent of the Residential Common Expenses anticipated to be incurred and shall be accompanied by a statement setting forth each

Residence Owner's monthly share thereof, which shall be determined in accordance with such Residence Owner's Allocated Interests, and the date as of which such Monthly Residential Assessment commences to be payable. No further communication shall be necessary to establish the amount of each Residence Owner's obligation regarding the Monthly Residential Assessment payable hereunder and the failure of the Residential Association to timely deliver the Residential Budget provided for in this Residential Declaration shall in no event excuse or relieve a Residence Owner from the payment of the Monthly Residential Assessments contemplated hereby. Any Residential Budget prepared and delivered to the Residence Owners as contemplated in this Article VII may be amended as and to the extent reasonably necessary, and the amount of a Residence Owner's Monthly Residential Assessment changed to correspond therewith. If the proposed Residential Budget for a fiscal year increases more than 20% above the Residential Budget for the preceding fiscal year, such Residential Budget must be approved by the affirmative vote of the Residence Owners holding not less than 67% of the Residential Allocated Interests.

(c) Special Residential Assessments. In addition to the Monthly Residential Assessments contemplated by Section 7.1(a) of this Residential Declaration, the Residential Association shall possess the right, power and authority to establish Special Residential Assessments from time to time as may be necessary or appropriate in the judgment of the Residential Association to pay (i) the operation and management of the Residential Condominium and the administration of the Residential Association; and (ii) the Residential Unit's share of special assessments established by the Master Association from time to time for the proper maintenance, care, alteration, improvement, operation and management of the Master Condominium, and the administration of the Master Association, as described in Section 7.1(c) of the Master Declaration.

Section 7.2 Individual Residential Assessments. In addition to the Monthly Residential Assessments and Special Residential Assessments contemplated in Section 7.1 of this Residential Declaration, the Residential Association shall possess the right, power and authority to establish or levy Individual Residential Assessments in accordance with the provisions of this Residential Declaration against an individual Residence Owner or a Residence Owner's Residence for charges properly borne solely by one or more but less than all Residence Owners, such as (without limitation) charges for additional services, damages, fines or fees or insurance deductible payments. Individual Residential Assessments shall be the personal obligation of the Residence Owner against whom the Individual Residential Assessment is assessed, and shall constitute a lien against the Residence in the same manner and with the same consequences as the Monthly Residential Assessment and any duly authorized Special Residential Assessment.

Section 7.3 Obligation to Pay Residential Assessments. Each Residence Owner shall be personally obligated to pay such Residence Owner's share of all Residential Assessments duly established pursuant to Article VII of this Residential Declaration to the Residential Association. *Unpaid Residential Assessments due as of the date of the conveyance or transfer of a Residence shall not constitute a personal obligation of the new Residence Owner (other than such new Residence Owner's pro rata share of any reallocation thereof); however, the former Residence Owner shall continue to be personally liable for such unpaid Residential Assessment. No Residence Owner shall be entitled to exemption from liability for Residence Owner's*

obligation to pay such Residential Assessments by waiver of the use and enjoyment of the Residential Common Elements, by an abandonment of the Residence Owner's Residence or by any other action whatsoever. Any Residential Assessment not paid within five days of the date due shall bear interest at the Past Due Rate, and shall be recoverable by the Residential Association, together with interest as aforesaid and all costs and expenses of collection, including reasonable attorneys' fees, by suit in a court of competent jurisdiction sitting in the County. It shall be the responsibility of the Residential Association to collect any such delinquent Residential Assessment, the existence of which shall be made known by written notice delivered to the defaulting Residence Owner.

Section 7.4 Lien to Secure Payment of Residential Assessments. Residential Declarant hereby reserves and assigns to the Residential Association a lien, pursuant to the provisions of the Act, against each Residence, the Residential Rents, if any, payable to the Residence Owner and Residential Insurance Proceeds any Residence Owner may be entitled to receive, to secure the payment of all Residential Assessments, which lien shall be and constitute a lien and encumbrance, in favor of the Residential Association, upon such Residences, the Residential Rents, and any Residential Insurance Proceeds. The liens established in this Residential Declaration shall be prior and superior to all other liens and encumbrances subsequently created upon such Residences, Residential Rents and Residential Insurance Proceeds, regardless of how created, evidenced or perfected, other than the lien securing the payment of Residential Lien Indebtedness (provided such lien was recorded prior to the date on which the Residential Assessment became delinquent) and the liens for unpaid Residential Governmental Impositions. The liens and encumbrances created in this Residential Declaration may be enforced by any means available at law or in equity, including a non judicial foreclosure sale of the Residence of a defaulting Residence Owner; such sale to be conducted in the manner set forth in Texas Property Code Section 51.002 (as now written or as hereafter amended). The Residence Owner of each Residence, by acquisition of such Residence Owner's Residence, grants to the Residential Association a power of sale in connection with the Residential Association's liens. By written resolution, the Residential Association may appoint, from time to time, an officer, agent, trustee or attorney of the Residential Association to exercise the power of sale on behalf of the Residential Association. The Residential Association may bid for and purchase the Residence Owner's Residence, as a Residential Common Expense, at any such foreclosure sale. The foreclosure by a Residential Mortgagee of a Residence Owner's Residence in order to satisfy Residential Lien Indebtedness will extinguish the subordinate lien for any Residential Assessments which became payable prior to the date of such foreclosure sale.

Section 7.5 Commencement of Obligation to Pay Residential Assessments. Each Residence Owner, other than Residential Declarant, shall be obligated to commence payment of all Residential Assessments against such Residence Owner's Residence on the date the Residence Owner's Residence is conveyed to the Residence Owner. If such date is other than the first day of a month, then such Residence Owner shall be obligated to pay only a pro rata share of the Residential Assessment against such Residence Owner's Residence based on the number of days during such month that the Residence Owner will hold title to the Residence Owner's Residence. If a Residential Tenant occupies a Residence Owner's Residence and that Residence Owner becomes delinquent in the payment of any Residential Assessment against such Residence Owner's Residence, the Residential Association shall have the right, upon written notice to the Residential Tenant and Residence Owner, to collect any rental payments due from the

Residential Tenant until the full amount of the Residential Assessment plus any applicable late fees or fines is collected. Prior to the commencement of the initial Monthly Residential Assessment, Residential Declarant shall pay all Residential Common Expenses of the Residential Condominium (excluding portions thereof allocable to reserves); provided, however, nothing contained in this Residential Declaration shall prevent Residential Declarant from collecting from the purchaser of a Residence at closing any expenses, such as taxes or insurance, to the extent that Residential Declarant prepaid on behalf of the Residence being purchased. After commencement of the initial Monthly Residential Assessment and prior to the end of the period of Residential Declarant Control, Residential Declarant shall pay the amount by which the Residential Common Expenses of the Residential Condominium (excluding the portion thereof allocable to reserves) exceed Monthly Residential Assessments required to be paid by Residence Owners other than Residential Declarant; thereafter, Residential Declarant shall pay Monthly Residential Assessments the same as any other Residence Owner. If such date is other than the first day of a month, then Residential Declarant shall be obligated to pay only a pro rata share of the Residential Assessments against such Residence based on the number of days remaining during such month.

Section 7.6 Redemption by Residence Owner. The Residence Owner of a Residence purchased by the Residential Association, at a foreclosure sale of the Residential Association's lien for Residential Assessments, may redeem the Residence not later than the 90th day after the date of the foreclosure sale. To redeem the Residence, the Residence Owner must pay to the Residential Association, as applicable, all amounts due at the time of the foreclosure sale, interest from the date of foreclosure sale to the date of redemption at the Past Due Rate, reasonable attorneys' fees and costs incurred by the Residential Association in foreclosing the lien, any Residential Assessment levied against the Residence by the Residential Association after the foreclosure sale, and any reasonable costs incurred by the Residential Association, as Residence Owner of the Residence, including costs of maintenance and leasing. Upon redemption, the Residential Association shall execute a deed to the redeeming Residence Owner of the Residence. The exercise of the right of redemption is not effective against a subsequent purchaser or lender for value without notice of the redemption after the redemption period expires unless the redeeming Residence Owner of the Residence records prior to such date the deed from the Residential Association or an affidavit stating that the Residence Owner has exercised the right of redemption. A Residence that has been redeemed remains subject to all liens and encumbrances on the Residence before foreclosure. All Residential Rents collected from the Residence by the Residential Association from the date of foreclosure sale to the date of redemption belong to the Residential Association, but the Residential Rents shall be credited against the redemption amount. If the Residential Association purchases a Residence at a sale foreclosing its lien, the Residential Association may not transfer ownership of the Residence during the redemption period to a person other than the redeeming Residence Owner.

Section 7.7 Notice of Default. If the Residence Owner defaults in its monetary obligations to the Residential Association, the Residential Association shall notify any Residential Mortgagee in accordance with the provisions of Article XIII of this Residential Declaration and may notify other lienholders of the default and the Residential Association's intent to foreclose its lien.

the Residential Assessments against such Residence based on the number of days remaining during such month.

Section 7.6 Redemption by Residence Owner. The Residence Owner of a Residence purchased by the Residential Association, at a foreclosure sale of the Residential Association's lien for Residential Assessments, may redeem the Residence not later than the 90th day after the date of the foreclosure sale. To redeem the Residence, the Residence Owner must pay to the Residential Association, as applicable, all amounts due at the time of the foreclosure sale, interest from the date of foreclosure sale to the date of redemption at the Past Due Rate, reasonable attorneys' fees and costs incurred by the Residential Association in foreclosing the lien, any Residential Assessment levied against the Residence by the Residential Association after the foreclosure sale, and any reasonable costs incurred by the Residential Association, as Residence Owner of the Residence, including costs of maintenance and leasing. Upon redemption, the Residential Association shall execute a deed to the redeeming Residence Owner of the Residence. The exercise of the right of redemption is not effective against a subsequent purchaser or lender for value without notice of the redemption after the redemption period expires unless the redeeming Residence Owner of the Residence records prior to such date the deed from the Residential Association or an affidavit stating that the Residence Owner has exercised the right of redemption. A Residence that has been redeemed remains subject to all liens and encumbrances on the Residence before foreclosure. All Residential Rents collected from the Residence by the Residential Association from the date of foreclosure sale to the date of redemption belong to the Residential Association, but the Residential Rents shall be credited against the redemption amount. If the Residential Association purchases a Residence at a sale foreclosing its lien, the Residential Association may not transfer ownership of the Residence during the redemption period to a person other than the redeeming Residence Owner.

Section 7.7 Notice of Default. If the Residence Owner defaults in its monetary obligations to the Residential Association, the Residential Association shall notify any Residential Mortgagee in accordance with the provisions of Article XIII of this Residential Declaration and may notify other lienholders of the default and the Residential Association's intent to foreclose its lien.

Section 7.8 Alternative Actions. Nothing contained in this Residential Declaration shall prohibit the Residential Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

Section 7.9 Master Association Lien. In addition to the liens created under this Article VII, each Residence Owner acknowledges that the Master Association possesses a first and prior lien to secure the payment of the Master Expenses by the Residential Owners to the Master Association pursuant to Section 7.6 of the Master Declaration, and by acquisition of a Residence the Residence Owner grants to the Master Association a power of sale in connection with the liens held by the Master Association. The Residential Association will collect the Master Expenses from the Residence Owners and deliver such payments to the Master Association.

ARTICLE VIII

LOSS AND OBSOLESCENCE

Section 8.1 Loss or Damage. The provisions of Article VIII of the Master Declaration shall govern if the Residential Condominium or any part thereof is damaged or destroyed by fire or other casualty.

Section 8.2 Residential Association as Attorney-in-Fact. Each Residence Owner, by acceptance or possession of title to a Residence, hereby irrevocably makes, constitutes and appoints the Residential Association, and each and every one of its successors in interest hereunder (which appointment shall be deemed a power coupled with an interest), as such Residence Owner's true and lawful attorney-in-fact, for and in Residence Owner's name, place and stead, upon the damage or destruction of the Residential Condominium, or any part thereof, or upon any determination by the Residence Owners made pursuant to this Article VIII, to take any and all actions, and to execute and deliver any and all instruments, as the Residential Association may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article VIII, hereby giving and granting unto the Residential Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as a Residence Owner might or could do, hereby ratifying and confirming whatsoever the Residential Association may do by virtue hereof. The Residential Association is hereby authorized, in the name and on behalf of all Residence Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article VIII as aforesaid, including the power and authority to make and settle claims under any insurance policies maintained by the Residential Association, except as may be limited by the Master Declaration, and to execute and deliver all instruments necessary or incidental to any such actions.

ARTICLE IX

CONDEMNATION

Section 9.1 Condemnation. The provisions in Article IX of the Master Declaration shall govern if the Residential Condominium or any part thereof, is subject to a Residential Taking.

Section 9.2 Residential Association as Attorney-in-Fact. Each Residence Owner, by acceptance of title to, or possession of, a Residence, hereby irrevocably makes, constitutes and appoints the Residential Association, and each and every one of its successors in interest hereunder (which appointment shall be deemed a power coupled with an interest), as Residence Owner's true and lawful attorney-in-fact, for and in Residence Owner's name, place and stead, upon the condemnation of the Condominiums, or any part thereof, or upon any determination by the Residence Owners made pursuant to this Article IX, to take any and all actions, and to execute and deliver any and all instruments, as the Residential Association may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of Article VIII of this Residential Declaration, hereby giving and granting unto the Residential Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as a Residence Owner might

or could do, hereby ratifying and confirming whatsoever the Residential Association may do by virtue hereof. The Residential Association is hereby authorized, in the name and on behalf of all Residence Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article IX as aforesaid, including the power and authority to make and settle claims under any insurance policies maintained by the Residential Association, except as may be limited by the Master Declaration, and to execute and deliver all instruments necessary or incidental to any such actions.

ARTICLE X

DEVELOPMENT PERIOD

Section 10.1 Initial Directors. The Residential Board of Directors shall be initially established by Residential Declarant as set forth in the Residential Bylaws.

Section 10.2 Period of Residential Declarant Control.

(a) Except as is provided below, Residential Declarant shall have the right to appoint and remove members of the Residential Board of Directors during the period of Residential Declarant Control. If Residential Declarant voluntarily surrenders control prior to the termination of the period of Residential Declarant Control, Residential Declarant may require that specified actions of the Residential Board of Directors be subject to Residential Declarant approval until the expiration of the period of Residential Declarant Control.

(b) Not later than 60 days after Residential Declarant has conveyed to Residence Owners other than Residential Declarant title to 25% of the Residences, the Residential Board of Directors shall appoint two advisory directors who shall be Residence Owners (other than Residential Declarant or its employees) each of whom must reside in their Residences, as their primary residence at least six months of each calendar year. Such advisory directors may attend all meetings of the Residential Board of Directors (but shall not be permitted to vote) and shall perform such duties and shall assume such obligations as may be delegated to them by the Residential Board of Directors.

(c) Not later than 120 days after Residential Declarant has conveyed to Residence Owners other than Residential Declarant title to 50% of the Residences, an election shall be held by the Residential Association, pursuant to the Residential Bylaws, for the election of not less than one-third of the members of the Residential Board of Directors by Residence Owners other than Residential Declarant. The term of the advisory directors shall expire at the meeting at which such newly elected members of the Residential Board of Directors take office.

(d) At least 30 days prior to the termination of the period of Residential Declarant Control, the Residential Association shall elect a board of at least three Residential Directors pursuant to the Residential Bylaws, of which one will be elected for a three year term, one will be elected for a two year term and one will be elected for a one

year term, such terms to commence as of the date on which the period of Residential Declarant Control terminates.

Section 10.3 Working Capital Contributions.

(a) Each Residence Owner shall, at the time such Residence Owner purchases a Residence from Residential Declarant, contribute an amount to the Residential Association equal to the Residential Working Capital Contribution. Such amount shall be a contribution of working capital to the Residential Association and shall not be considered as an advance payment of any Residential Assessment. Residential Declarant shall not be required to make any Residential Working Capital Contribution.

(b) Any purchaser of a Residence from a Residence Owner other than Residential Declarant shall contribute an amount to the Residential Association equal to the Residential Working Capital Contribution at the time of purchase. Such amount shall be a contribution of working capital to the Residential Association and shall not be considered as an advance payment of Monthly Residential Assessments.

ARTICLE XI

MATTERS FOR MEDIATION AND ARBITRATION

Section 11.1 Mediation. All Residential Disputes except those relating to equitable remedies, which shall not be resolved within 15 days after same have arisen (unless such greater time is provided elsewhere in the Residential Governing Documents) shall be submitted for, or determined by non-binding mediation. Mediation of any Residential Dispute shall be initiated by any Residence Owner making a written demand therefor to the other Residence Owner or Residence Owners involved in such Residential Dispute and the Residential Association. With respect to such mediation, the parties shall, within ten days after delivery of such written notice to the Residential Association, appoint a mediator who is: (i) a reputable person actively engaged in the commercial real estate industry for a continuous period of not less than ten years and (ii) is in no way affiliated, or has had material business dealings with any Residence Owner or any member of the Residential Association. If the parties are unable to agree upon a mediator, a mediator having the qualifications set forth above shall be appointed by the then presiding judge of the United States District Court of the Dallas Division of the North District of Texas or such other service as may be recommended by the Dallas Bar Association. Such mediation shall occur within 30 days after the mediator has been appointed and shall occur at a mutually acceptable location in Dallas, Texas. The costs of such mediation services shall be shared equally (but each party shall bear the cost of their own travel and attorney's fees); provided, however, that if the Residential Dispute is not resolved pursuant to such mediation, the provisions of Section 11.2 of this Residential Declaration shall govern the payment of attorneys fees and costs and expenses of mediation or arbitration, as applicable, under Article XI of this Residential Declaration.

Section 11.2 Final Offer Arbitration. If the parties are unable to resolve any Residential Dispute at mediation, no later than 30 calendar days after the parties have reached an impasse at mediation, the parties shall submit their Residential Dispute to binding arbitration. The parties agree to select a single arbitrator from a list taken from the American Arbitration

Association of commercial arbitrators, and if they cannot agree on an arbitrator, each party shall select a person and those two so selected shall then select the single arbitrator who shall thereafter serve as arbitrator. The issues in dispute shall be submitted as “baseball” or final-offer arbitration, whereby each party shall submit what it deems to be its most reasonable position to the arbitrator and the arbitrator shall select one of those two positions. The arbitrator shall have no discretion to select or award a position other than to select one of those submitted by the parties. To the extent rules governing arbitration are deemed necessary by the arbitrator (or by agreement of the parties), the current Rules for Commercial Mediation and Arbitration promulgated by the American Arbitration Association shall apply. Any award that is rendered by the arbitrator shall be accomplished no later than ten days from the initiation of the arbitration procedure. The parties may resort to any court of competent jurisdiction for enforcement of, or any other action relating to, the arbitrator's award. The party or parties whose position is not selected or awarded shall be responsible for all attorneys fees, costs and expenses (incurred in connection with the mediation or arbitration, as applicable, of a Residential Dispute under Article XI of this Residential Declaration) of the party whose position is selected or awarded for the mediation or arbitration, as applicable, of the Residential Dispute under Article XI, of this Residential Declaration.

Section 11.3 Exclusive Remedy. With respect to any Residential Dispute subject to mediation or arbitration, as applicable, under Article XI of the Residential Declaration, it is agreed that the mediation and arbitration provisions of Article XI of the Residential Declaration shall be the sole remedy of the Residence Owners involved in such Residential Dispute. Notwithstanding any other provisions of this Residential Declaration, the foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The foregoing agreement to arbitrate shall not constitute any agreement or consent to arbitration of any dispute, claim, controversy or matter that does not constitute a “Residential Dispute” as such term is defined in this Residential Declaration or not described in this Residential Declaration or with any person not named or described in this Residential Declaration, provided that any arbitration proceeding initiated under the terms of this Section 11.3 of the Residential Declaration may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Residential Dispute and the subject of such other proceedings arise out of common or interrelated factual occurrences. Any award of the arbitrator shall be final and binding upon the Residence Owners involved in the Residential Dispute and such Residence Owners' Residential Mortgagees and nonappealable judgment thereon may be entered by any court having jurisdiction.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Sound Transmission Disclaimer. EACH RESIDENCE OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF THEIR RESIDENCE, HEREBY ACKNOWLEDGES AND AGREES THAT SOUND AND IMPACT NOISE TRANSMISSION IN A HIGH-RISE BUILDING SUCH AS THE RESIDENTIAL CONDOMINIUM IS VERY DIFFICULT TO CONTROL, AND THAT NOISES FROM ADJOINING OR NEARBY RESIDENCES AND THE HOTEL UNIT AND ITS ATTENDANT FACILITIES, AND THE SURROUNDING DEVELOPMENT AND/OR MECHANICAL EQUIPMENT CAN AND

WILL BE HEARD IN RESIDENCES. NEITHER THE RESIDENTIAL DECLARANT, NOR THE OWNERS OF THE HOTEL UNIT, MAKES ANY REPRESENTATION OR WARRANTY AS TO THE LEVEL OF SOUND OR IMPACT NOISE TRANSMISSION BETWEEN AND AMONG RESIDENCES AND THE OTHER PORTIONS OF THE RESIDENTIAL PROPERTY, AND EACH RESIDENCE OWNER HEREBY WAIVES AND EXPRESSLY RELEASES, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW AS OF THE DATE OF THIS RESIDENTIAL DECLARATION, ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM SOUND OR IMPACT NOISE TRANSMISSION.

Section 12.2 Revocation or Termination of Residential Declaration. Except as provided in Section 10.02 of the Master Declaration, this Residential Declaration may be revoked or the Residential Condominium established hereby may be terminated, but only by an instrument in writing, duly approved, executed and acknowledged by those Residence Owners holding not less than 100% of the Residential Allocated Interests and not less than one hundred percent 100% vote of the Residential Mortgagees. Any such instrument of revocation or termination shall be duly filed of record in the County. If the Residential Property is to be sold upon termination, the agreement effecting such termination shall also set forth the terms of such sale and comply with the provisions of the Act.

Section 12.3 Amendment to Residential Declaration. This Residential Declaration may be amended at a meeting of the Residence Owners at which the amendment is approved by those Residence Owners holding not less than 67% of the Residential Allocated Interests and by the vote of not less than 51% of the Residential Mortgagees. Such amendment shall be evidenced by a written instrument executed and acknowledged by an officer of the Residential Association on behalf of the consenting Residence Owners and by the consenting Residential Mortgagees and filed of record in the County. Any such amendment so effected shall be binding upon all of the Residence Owners, provided however that except as permitted or required by the Act, no such amendment shall: (i) cause the alteration or destruction of all or part of any Residence unless such amendment has been consented to by the Residence Owner and the Residential Mortgagee of the Residence which is to be altered or destroyed, (ii) create or increase Special Residential Declarant Rights, (iii) increase the number of Residences, (iv) change the boundaries of a Residence or (v) change the use restrictions on a Residence unless such amendment has been consented to by 100% of the Residential Allocated Interests or is otherwise authorized by this Residential Declaration. Notwithstanding the foregoing, no amendment pursuant to this Section 12.3(i)-(v) of the Residential Declaration shall become effective unless approved by Residential Declarant if Residential Declarant still owns one or more Residences and the amendment would, in Residential Declarant's reasonable determination: (y) increase or otherwise modify Residential Declarant's obligations; (x) reduce or modify any Special Residential Declarant Rights or (z) materially inhibit or delay Residential Declarant's ability to convey any portion of the Residential Property owned by Residential Declarant. Notwithstanding the foregoing, Residential Declarant or its Designee may, without a vote of the Residence Owners or the Residential Mortgagees or approval of the Master Association amend the Residential Declaration or the Residential Bylaws in any manner necessary to meet the requirements of the Federal National Mortgage Association, the Federal National Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans Administration.

Section 12.4 Partial Invalidity. If any provision of the Residential Governing Documents shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall in no way impair or affect the validity or enforceability of the remainder of the Residential Governing Documents.

Section 12.5 Conflicts. If any of the provisions of the Residential Governing Documents shall be in conflict with the provisions of the Act or the Texas Non-Profit Corporation Act or the Texas Business Corporation Act, the provisions of such statutes shall control. If a conflict exists among the provisions of the Residential Governing Documents and the Master Governing Documents, the documents shall control in the following order:

- a. The Master Declaration;
- b. The Master Articles;
- c. The Master Bylaws;
- d. The Master Regulations;
- e. This Residential Declaration;
- f. The Residential Articles;
- g. The Residential Bylaws; and
- h. The Residential Regulations.

If a conflict exists between the provisions of any of the above documents for the Residential Condominium and any such documents for the Master Condominium, those of the Master Condominium shall control.

Section 12.6 Captions and Exhibits. Captions used in the various articles and sections of this Residential Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions hereof. All exhibits are incorporated in and made a part of this Residential Declaration.

Section 12.7 Usury. It is expressly stipulated and agreed to be the intent of the Declarant that at all times the terms of this Residential Declaration, the Residential Bylaws or the Residential Regulations shall comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable under any provision of this Residential Declaration, the Residential Bylaws, or the Residential Regulations. If the applicable law is ever judicially interpreted so as to render usurious any amount contracted for, charged, taken, reserved or received pursuant to this Residential Declaration, the Residential Bylaws, the Residential Regulations or any other communication or writing by or between the Residential Declarant, the Residential Association and the Residence Owners related to the matters set forth in this Residential Declaration, the Residential Bylaws, or the Residential Regulations, then it is the express intent of the Residential Declarant that all amounts charged in excess of the maximum rate allowed by Texas law shall be automatically canceled, *ab initio*, and all amounts in excess of the maximum rate allowed by Texas law theretofore collected shall be refunded, and the provisions of this Residential Declaration, the Residential Bylaws, or the Residential Regulations shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law. The Residence Owners hereby agree that as a condition precedent to any claim seeking usury penalties against the Residential Declarant, the Residential Association or any billing Owner, any Residence Owner will provide written notice to the Residential

Declarant, the Association or any billing Owner, advising the Residential Declarant, the Residential Association or any billing Owner in reasonable detail of the nature and amount of the violation, and the Residential Declarant, the Residential Association or any billing Owner shall have 60 days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to a Residence Owner or crediting such excess interest against the obligation then owing by such Residence Owner to the Residential Declarant, the Residential Association or any billing Owner.

Section 12.8 Use of Number and Gender. Whenever used in this Residential Declaration, and unless the context shall otherwise provide, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders.

Section 12.9 Governing Law. THIS RESIDENTIAL DECLARATION AND THE RESIDENTIAL BYLAWS, RESIDENTIAL ARTICLES, AND RESIDENTIAL REGULATIONS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE RESIDENTIAL CONDOMINIUM SHALL BE IN DALLAS COUNTY, TEXAS.

Section 12.10 Notice. All notices or other communications required or permitted to be given pursuant to this Residential Declaration shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee or (iv) by prepaid telegram, telex, or telefacsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the Residential Declarant and the Residential Association shall be as set forth below, the address of each Residence Owner shall be the address of the Residence and the address of each Residential Mortgagee shall be the address provided to the Residential Association; provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days' notice to the Residential Association in the manner set forth herein:

Residential Declarant:

Residential Association:

ARTICLE XIII

PROVISIONS APPLICABLE TO RESIDENTIAL MORTGAGEES

Section 13.1 Notice To Residential Mortgagees. All Residential Mortgagees shall be entitled to receive the following notices in writing from the Residential Association which notices shall be sent promptly following the occurrence of the applicable event:

(a) notice of any proposed action which requires the consent of Residential Mortgagees, which notice shall be given not less than 30 days prior to the desired effective date of such action;

(b) notice of default by a Residence Owner (the beneficial interest in which is held by that Residential Mortgagee) in the performance of such Residence Owner's obligations or delinquency in the payment of Residential Assessments, Residential Charges, or Residential Governmental Impositions owed by Residential Declarant, which remain uncured for a period of 60 days;

(c) notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained hereunder by the Residential Association or by any Residence Owner;

(d) notice of any damage or destruction to or condemnation of any portion of the Residential Condominium that affects either a material portion of the Residential Property or any Residence securing a Residential Mortgagee's Lien Indebtedness, which notice shall be given promptly upon the Residential Association's obtaining knowledge of such damage or destruction;

(e) notice of any proposed payment to be made by any Person on behalf of a Residence Owner which pursuant to the terms of this Residential Declaration may result in a lien on such Residence Owner's Residence;

(f) notice 60 days prior to the Residential Association instituting any foreclosure action on any Residence owned by Residential Declarant;

(g) notice 30 days prior to the effective date of (i) any proposed material amendment to this Residential Declaration or the Residential Map, but not otherwise; (ii) any termination of an agreement for professional management of the Residential Association, that has been brought before the Residential Association and (iii) any proposed termination of the Residential Condominium; and

(h) notice of all meetings of the members of the Residential Association.

Section 13.2 Cure Rights. Any Residential Mortgagee shall have the right, but not the obligation, at any time prior to the termination of this Residential Declaration, and without payment of any penalty, to do any act or thing required of any party hereunder; and to do any act or thing which may be necessary or proper to be done in the performance and observance of the agreements, covenants and conditions hereof. All payments so made and all things so done and

performed by any Residential Mortgagee shall be effective to prevent a default under this Residential Declaration as the same would have been if made, done and performed by a Residence Owner instead of its Residential Mortgagee. Any event of default under this Residential Declaration which in the nature thereof cannot be remedied by a Residential Mortgagee shall be deemed to be remedied if: (a) within 30 days after receiving written notice from the non-defaulting party setting forth the nature of such event of default, or prior thereto, the Residential Mortgagee shall have acquired the property owned by the defaulting party (the “Acquired Property”) or shall have commenced foreclosure or other appropriate proceedings in the nature thereof, (b) the Residential Mortgagee diligently prosecutes any such proceedings to completion, (c) the Residential Mortgagee shall have fully cured any default in the payment of any monetary obligations owed the non-defaulting party hereunder within such 30 day period and shall thereafter continue to perform faithfully all such non-monetary obligations which do not require possession of the Acquired Property and (d) after gaining possession of the Acquired Property following a foreclosure or deed in lieu thereof, the Residential Mortgagee performs all other obligations of the defaulting party hereunder as and when the same are due.

Section 13.3 No Invalidity of Mortgage Lien. No violation of this Residential Declaration by, or enforcement of this Residential Declaration against, any party shall impair, defeat or render invalid the lien of any Residential Mortgagee.

Section 13.4 Mortgagee Requirements. The Residential Association agrees to cooperate reasonably with any Residential Mortgagee in regard to the satisfaction of requests or requirements by such Residential Mortgagee; provided, however, such cooperation shall be at the sole cost and expense of the requesting party, and provided, further, that no party shall be deemed obligated to accede to any request or requirement that materially and adversely affects its rights under this Residential Declaration.

Section 13.5 Unpaid Residential Assessments. If any Residential Mortgagee obtains title to any Residence on which such Residential Mortgagee holds a mortgage encumbering such Residence, pursuant to judicial foreclosure or the powers provided in such mortgage, such Residential Mortgagee shall take title to such Residence free and clear of any claims for unpaid Residential Assessments or charges against such Residence which accrued prior to the time the Residential Mortgagee acquires title to such Residence.

Section 13.6 Books and Records. All Residential Mortgagees, upon written request, shall have the right to (a) examine the books and records of the Residential Association, including current copies of the Residential Governing Documents, and financial statements, during normal business hours, (b) require the Residential Association to submit an annual audited financial statement for the preceding fiscal year within 120 days of the end of the Residential Association's fiscal year, if one is available or have one prepared at the expense of such Residential Mortgagee if such statement is not otherwise prepared by the Residential Association, and (c) designate in writing a representative to attend all meetings of the members of the Residential Association.

Section 13.7 Priority of Rights. No provision of the Residential Declaration shall be construed or applied to give any Residence Owner priority over any rights of any Residential Mortgagee in the case proceeds or awards are not applied to restoration but are distributed to

Residence Owners in the case of a casualty loss or condemnation of, a Residence and/or Residential Common Element.

Section 13.8 Required Percentage. Any required percentage of Residential Mortgagees in this Residential Declaration shall mean and refer to the percentage of the face amount of the Residential Lien Indebtedness held by such Residential Mortgagees as compared to the total of the face amount of all Residential Lien Indebtedness, and not the number of such Residential Mortgagees.

IN WITNESS WHEREOF, Residential Declarant has duly executed this Residential Declaration on the day and year first above written.

RESIDENTIAL DECLARANT:

_____,
a _____ limited partnership

By: _____,
a _____,
its general partner

By: _____
Name: _____
Title: _____

EXHIBIT H
TO
CONDOMINIUM INFORMATION STATEMENT

ARTICLES OF INCORPORATION FOR RESIDENTIAL ASSOCIATION

(The Articles of Incorporation for Residential Association follow this Cover Page)



Office of the Secretary of State

August 08, 2005

Capitol Services Inc
P O Box 1831
Austin, TX 78767 USA

RE: The Centrum Tower Condominium Association, Inc.
File Number: 800528595

It has been our pleasure to file the articles of incorporation and issue the enclosed certificate of incorporation evidencing the existence of the newly created corporation.

Corporations organized under the Texas Non-Profit Corporation Act do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. If you need to contact the Comptroller about franchise taxes or exemption therefrom, you may contact the agency by calling (800) 252-1381, by e-mail to tax.help@cpa.state.tx.us or by writing P. O. Box 13528, Austin, TX 78711-3528. Telephone questions regarding other business taxes, including sales taxes, should be directed to (800) 252-5555. Information on exemption from federal taxes is available from the Internal Revenue Service.

Non-profit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in involuntary dissolution of the corporation. Additionally, a non-profit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its articles of incorporation.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555
Enclosure



Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

The Centrum Tower Condominium Association, Inc.
Filing Number: 800528595

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/08/2005

Effective: 08/08/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

AUG 08 2005

ARTICLES OF INCORPORATION
OF

Corporations Section

THE CENTRUM TOWER CONDOMINIUM ASSOCIATION, INC.

The undersigned natural person of the age of eighteen (18) years or more, acting as an incorporator of a non-profit corporation (the "Corporation") under the Texas Non-Profit Corporation Act, hereby adopts the following Articles of Incorporation for such Corporation:

ARTICLE I

The name of the Corporation is The Centrum Tower Condominium Association, Inc.

ARTICLE II

The Corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the Corporation is organized are to act as the association of owners of condominium units in The Centrum Tower, a Condominium in Dallas, Dallas County, Texas, including those purposes set forth in Section 82.102 of the Uniform Condominium Act of the State of Texas.

ARTICLE V

The street address of its initial registered office is 3030 LBJ Freeway, Suite 1000, Dallas, Texas 75234, and the name of its initial registered agent at such address is Steve Levin.

ARTICLE VI

The qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors (referred to as the "Board of Directors") shall be provided in the Bylaws. The initial Board of Directors shall consist of three persons. The number of directors may be

increased or decreased by amendment of bylaws. The number of directors may not be decreased to less than three. In electing directors, members shall not be permitted to cumulate their votes by giving one candidate as many votes as the number of directors to be elected or by distributing the same number of votes among any number of candidates. The initial Board of Directors shall consist of the following persons at the following addresses:

Craig Caffarelli
900 North Michigan Avenue
Suite 1450
Chicago, Illinois 60611

Steve Levin
3030 LBJ Freeway, Suite 1000
Dallas, Texas 75234

Scott Woodruff
3030 LBJ Freeway, Suite 1000
Dallas, Texas 75234

ARTICLE VII

The foregoing statement of corporate purpose shall be construed as a statement of both purpose and powers and not as restricting or limiting, in any way, the general powers of the Corporation as granted by the Texas Non-Profit Corporation Act.

ARTICLE VIII

The Corporation will have members, having the qualifications, voting rights, ownership rights and other rights set forth in the Bylaws of the Corporation.

ARTICLE IX

To the full extent allowed by law, including without limitation, the provisions of Article 1302-7.06 of the Texas Miscellaneous Corporation Laws Act, as amended, a director of this Corporation shall not be personally liable to the Corporation or its members for monetary damages for any act or omission in his capacity as director, except to the extent otherwise

expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of this Corporation existing at the time of the repeal or modification.

ARTICLE X

The Corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the Corporation as provided by the provisions of the Texas Non-Profit Corporation Act governing indemnification. As the Bylaws of the Corporation provide, the Board of Directors may define the requirements and limitations for the Corporation to indemnify directors, officers, or others related to the Corporation. The Corporation may purchase and maintain liability insurance or make other arrangements for such obligations to the extent permitted by the Texas Non-Profit Corporation Act and other applicable state laws.

ARTICLE XI

Any action required by the Texas Non-Profit Corporation Act to be taken at a meeting of the members or directors of the Corporation, or any action that may be taken at a meeting of the members or directors or of any committee of the Corporation, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a sufficient number of members, directors, or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the committee were present and voted.

ARTICLE XII

Notwithstanding the provisions of Article 6.02(3) of the Texas Non-Profit Corporation Act, upon dissolution, after all liabilities and obligations of the Corporation are paid or provision is made therefor, the Corporation may distribute its assets, in whole or in part, to the person or

entities designated by a majority of the members of the Corporation voting at a special meeting at which a quorum is present and which was called for the purpose of this Article XII.

ARTICLE XIII

The name and address of the incorporator is:

Steve Levin
3030 LBJ Freeway, Suite 1000
Dallas, Texas 75234

IN WITNESS WHEREOF, I have hereunto set my hand this the 28th day of August,
2005.



Steve Levin, Incorporator

CENTRUM TOWERS LTD.
3102 Oak Lawn
Dallas, Texas 75219

Texas Secretary of State
Austin, Texas

Ladies and Gentlemen.

Pursuant to the provisions of Article 1396-2.04 of the Texas Non-Profit Corporation Act, the undersigned consents to use of the name "The Centrum Tower Condominium Association, Inc." in the State of Texas.

Very truly yours,

CENTRUM TOWERS, LTD.,
a Texas limited partnership

By Greenyork LLC,
a Texas limited liability company,
its general partner

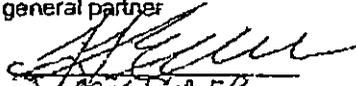
By 
Name JACK EMER
Title ASS-T MANAGER

EXHIBIT I
TO
CONDOMINIUM INFORMATION STATEMENT

BYLAWS FOR RESIDENTIAL ASSOCIATION

(The Bylaws for Residential Association follow this Cover Page)

BYLAWS
OF
THE CENTRUM TOWER CONDOMINIUM ASSOCIATION, INC.

THE CENTRUM, RESIDENTIAL CONDOMINIUM ASSOCIATION, INC.

BYLAWS

ARTICLE I

Name and Address

Section 1.1 Name. The name of this association shall be **THE CENTRUM RESIDENTIAL CONDOMINIUM ASSOCIATION, INC.** (the "Association").

Section 1.2 Address. The office of the Association shall be at the place to be designated by the Board of Directors, subject to transfer upon notice to the Members of the Association.

Section 1.3 Registered Agent. The Association shall have and continuously maintain in the State of Texas a registered agent whose office is identical with such registered office, as required by the Texas Nonprofit Corporation Act. The registered office may be, but need not be, identical to the principal office in the State of Texas, and the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

Applicability

These Bylaws shall be applicable to the Association. In accordance with the terms of the Residential Declaration, Residential Declarant (for such time as Residential Declarant is the owner of any portion of the Property), and all present and future Residence Owners shall be Members of the Association and all Residence Owners and any other persons permitted to use the Residential Common Elements shall be subject to these Bylaws and to any rules and regulations adopted from time to time by the Board of Directors. Ownership of any Residence, or rental or occupancy of any portion of a Residence, in the Property shall be conclusively deemed to mean that the Residence Owner, tenant or occupant has accepted, ratified and will comply with these Bylaws, the Residential Declaration and the Regulations.

ARTICLE III

Purpose

The purpose of the Association is to manage, or cause the management of the Residential Condominium, to protect and enhance the value of the Property, including, without limitation, providing for the management, maintenance, repair and replacement of the Residential Common Elements. The Association does not contemplate pecuniary gain or profit to its Members as a result of membership in the Association.

ARTICLE IV
Definitions and Interpretation

Section 4.1 Definitions. The following terms shall have the meanings set forth below:

"Act" means the Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time.

"Board of Directors" means those persons serving as Directors pursuant to Article VII of these Bylaws and their successors as duly elected and qualified from time to time.

"Code" means the Internal Revenue Code of 1986, as amended.

"Residential Common Expenses" means all costs and expenses, reserves or financial liabilities of the Association that are incurred pursuant to the provisions of the Residential Declaration, these Bylaws or a resolution duly adopted by the Board of Directors or the Residence Owners.

"County" means Dallas County, Texas.

"Director" means a member of the Board of Directors.

"Land" means that certain lot, tract or parcel of land located in the County, and more particularly described in the Residential Declaration together with all and singular the rights and appurtenances pertaining thereto.

"Lien Indebtedness" means any indebtedness secured by a lien or encumbrance upon a Residence.

"Manager" means any experienced and professional manager or management company with whom the Association contracts for the day-to-day management of the Property and/or the administration of the Association and the Residential Condominium.

"Master Association" means the Centrum Condominium Association, Inc., a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act.

"Master Board of Directors" means the board of directors of the Master Association and their successors as duly elected and qualified from time to time.

"Member" means each Residence Owner and Residential Declarant (while Residential Declarant owns any Residence).

"Minute Book" means the minute book of the Association, which shall contain the minutes of all annual and special meetings of the Association and the Board of Directors and all resolutions of the Board of Directors.

"Mortgagee" means any Person which is the holder, insurer or guarantor of Lien Indebtedness which has provided the Association with written notice of its name, address and the description of the Residence on which it holds the Lien Indebtedness.

"Residence Owner" means any Person (including Residential Declarant) owning fee title to a Residence, but does not include any person having an interest in a Residence solely as security for an obligation.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Regulations" means the rules and regulations of the Association initially adopted by the Board of Directors and relating to the appearance, use, and occupancy of the Property, including exterior appearance, use and occupancy of the Residences, as amended from time to time.

"Residential Condominium" means The Centrum Tower, a Condominium, formed pursuant to the Residential Declaration.

"Residential Declarant" means Centrum Towers, Ltd., a Texas limited partnership and its successors and assigns.

"Residential Declarant Control Period" means the period commencing on the date of the Residential Declaration and continuing until the earlier to occur of the date which is: (i) three years from the date that the first deed from Residential Declarant to a Residence Owner is recorded in the real property records of the County, or (ii) 120 days after the date that deeds to not less than 75% of the Residences have been recorded in the real property records of the County.

"Residential Declaration" means the Condominium Declaration for The Centrum Tower, a Condominium, and all recorded amendments thereto.

"Systems" includes, but is not limited to, all fixtures, equipment, pipes, lines, wires, computer cables, conduits and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage, and audio and video signals.

"Residence" means a physical portion of the Residential Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Map) with the unrestricted right of ingress thereto and egress therefrom, and an undivided interest, appurtenant to the Residence in and to the Residential Common Elements, and includes (i) all Systems which exclusively serve such Residence, and (ii) the finish materials, fixtures and appliances contained in the Residence, but excludes (x) any of the structural components of the building in which such Residence is located and (y) Systems which serve more than one Residence, all as subject to and further described in Section 82.052 of the Act.

Any capitalized term that is not defined in this Section shall have the meaning set forth in the Residential Declaration.

Section 4.2 Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Residential Declaration, the Residential Declaration shall govern. In the event that the Code is hereafter amended or changed, both the Residential Declaration and these Bylaws shall be interpreted in a manner which conforms to the provisions of the Code with respect to nonprofit entities, it being the intention to preserve the status of the Association as a bona fide nonprofit entity.

ARTICLE V Member

Section 5.1 Membership.

(a) Each Residence Owner shall automatically be a Member of the Association, and shall possess a vote with respect to each Residence owned by such Residence Owner equal in weight to such Residence Owner's Residential Allocated Interest as set forth in the Residential Declaration. All voting rights of a Residence Owner may be suspended during any period that such Residence Owner is delinquent in the payment of any Assessment duly established pursuant to the Residential Declaration, or otherwise in default under the terms of the Residential Declaration, the Articles, these Bylaws or the Residential Regulations. Any matter described herein as requiring approval by a stated percentage or a majority of the allocated vote held by those Residence Owners shall mean a stated percentage or a majority of those Residence Owners who are then eligible to vote.

(b) In cases where more than one Person owns an interest in a Residence, all such Persons shall arrange among themselves for one of their number to exercise the voting rights herein established. In no event shall there be more than one vote for any Residence. If only one of the Persons is present at a meeting of the Association, that Person may cast that Residence's vote. If more than one of the Persons is present and after one Person casts the vote, another Person present makes prompt protest to the person presiding over the meeting, such vote shall not be counted unless such Persons can unanimously agree on such vote by the end of the meeting. Each Person owning a portion of the fee interest in a Residence may vote or register protest to the casting of votes by the other Persons owning portions of the fee interest in the same Residence through a proxy duly executed by such Residence Owner. If no protest is made immediately following the vote, the Association shall deem the vote to be valid and the person exercising the vote to be duly authorized. A Residence Owner may not revoke a proxy except by giving actual notice of revocation to the person presiding over the meeting.

Section 5.2 Affirmative Vote. Except as otherwise provided herein or in the Residential Declaration, the Members shall be entitled to vote upon any decision or resolution and the majority of votes cast shall determine the passage of any decision or resolution. Directors of the Association shall be elected by a plurality of the votes cast by the Members entitled to vote in the election of directors of the Association at a meeting of Members at which a quorum is present. A vote may be cast either in person or by proxy, by Members of record who are entitled to vote. Notice and quorum requirements shall be as set forth herein. Cumulative voting shall not be permitted. Any Member whose voting rights have been suspended under any provision of the Residential Declaration shall not be entitled to vote.

Section 5.3 Membership List. The Secretary shall be responsible for maintaining, at the principal office of the Association, an updated list of Members and their last known addresses as provided by each Member. The list shall also show opposite each Member's name the address of the Residence(s) owned and the interest allocated to such Residence pursuant to the Residential Declaration. The list shall be revised by the Secretary to reflect changes in the ownership of Residences occurring prior to the date of the annual or special meeting. The list shall be open to inspection by all Members and other persons lawfully entitled to inspect the list during regular business hours up to the date of the annual or special meeting. The Secretary shall also keep current and retain custody of the Minute Book.

Section 5.4 Proxies. Votes may be cast by written proxy or by ballot. Written proxies may be submitted by United States mail, delivered to the office of the Association, delivered directly to the Secretary or delivered in such other manner as directed by the Association. A proxy vote shall be defined as a written vote submitted by a Member which either states the specific vote of the Member with respect to the issues, resolutions or election being voted on by the Members at the annual or special meeting or which is written permission for the Board of Directors or a specific Director to exercise the Member's vote(s) as the Board of Directors or the specific Director sees fit. A Residence Owner may not revoke a proxy except by giving actual notice of revocation to the person presiding over the meeting.

ARTICLE VI

Meetings of the Association

Section 6.1 Place of Annual and Special Meetings. All annual and special meetings of the Association shall be held at the principal office of the Association or at another suitable and convenient place permitted by law and fixed by the Board of Directors from time to time and designated in the notices of the meetings.

Section 6.2 Date of Annual Meetings. Annual meetings of the Association shall be held in March of each year on a date as shall be fixed by the Board of Directors by written notice to the Members. The Members may transact any business which may properly come before the meeting.

Section 6.3 Notice of Annual Meetings. The Secretary shall mail notices of annual meetings to each Member directed to the most recent post office address provided to the Association by such Member, as shown on the records of the Association, by regular mail, postage prepaid. This notice shall be mailed not less than ten (10) or more than sixty (60) days before the date of the meeting and shall state the date, time and place of the meeting, the purpose or purposes thereof and the items on the agenda, including the specific nature of any proposed amendment or change to the Residential Declaration, the Articles or these Bylaws.

Section 6.4 Special Meeting. A special meeting of the Association may be called by the President, a majority of the Directors, or upon presentation to the Secretary of a petition stating the specific purpose of the special meeting, which petition has been signed by Members having not less than thirty-three percent (33%) of the votes entitled to be cast at such meeting.

Section 6.5 Notice of Special Meetings. The Secretary shall mail notice of any special meeting of the Association to each Member in the manner provided in Section 6.3 of these Bylaws. The notice shall state the same items required by Section 6.3 of these Bylaws for notices of annual meetings. No business shall be transacted at any special meeting except as stated in the notice thereof unless consented to by fifty-one percent (51%) of the Members entitled to vote at the special meeting, present in person or by proxy.

Section 6.6 Member Quorum. At any duly convened meeting of the Association, a quorum shall be present if Persons entitled to cast at least twenty percent (20%) of the votes that may be cast are present in person or proxy at the beginning of the meeting.

Section 6.7 Agenda. The agenda at all meetings of the Association shall include: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) approval of the minutes of the preceding meeting; (d) reports of officers and committees; (e) election of Directors, if applicable; (f) unfinished business; (g) new business; (h) adjournment.

Section 6.8 Action Without Meeting by Written Ballot. Any action which may be taken by the vote of the Members at a regular or special meeting, other than the election of Directors, may be taken without a meeting if done in compliance with relevant provisions of the Texas Business Corporation Act, the Texas Nonprofit Corporation Act and the Miscellaneous Corporate Statutes. If an action is taken without a meeting, the Board of Directors shall distribute a written ballot to every Member entitled to vote on the matter. The ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Association. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the proposal at a regular or special meeting authorizing the action.

Section 6.9 Administration of Affairs. Subject to the provisions of the Act, the Texas Nonprofit Corporation Act, the Residential Declaration and these Bylaws, the Association shall be governed by the Board of Directors.

ARTICLE VII Board of Directors

Section 7.1 Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Articles. The initial Directors shall serve until their successors are elected and qualified. Except as provided in Sections 7.1(b) and 7.1(c) hereinbelow, Residential Declarant shall have the right to appoint and remove members of the Board of Directors until the termination of the Residential Declarant Control Period. If Residential Declarant voluntarily surrenders control prior to the termination of the Residential Declarant Control Period, Residential Declarant may require that specified

actions of the Board of Directors be subject to Residential Declarant approval until the expiration of the Residential Declarant Control Period.

(b) Not later than one hundred twenty (120) days after Residential Declarant has conveyed to Residence Owners other than Residential Declarant title to fifty percent (50%) of the Residences, not less than one-third (1/3) of the members of the Board of Directors must be elected by Members other than Residential Declarant.

(c) At least thirty (30) days prior to the termination of the Residential Declarant Control Period, the Association shall have elected at least three Directors pursuant to these Bylaws of which one will be elected for a three year term, one will be elected for a two year term and one will be elected for a one year term, such terms to commence as of the date on which the Residential Declarant Control Period terminates.

(d) Each Director shall be a Member in good standing, or in the case of corporate or partnership ownership of a Residence, a duly authorized agent or representative of the corporate or partnership Residence Owner. The corporate or partnership Residence Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors.

Section 7.2 Term of Directors and Compensation. Except as otherwise set forth herein, each Director elected by the Members shall serve for a term of two (2) years and may serve an unlimited number of consecutive terms. Each Director shall continue to hold office until his successor is elected and qualified by the Members. The Directors shall serve without compensation for such service.

Section 7.3 Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination bearing the genuine signatures of at least two (2) other Members; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek re-election in a writing addressed to the Board of Directors.

Section 7.4 Removal of Directors for Cause. If a Director breaches such Director's duties hereunder or violates the terms of the Residential Declaration, the Articles, the Regulations or these Bylaws, such Director may be removed by Residential Declarant during the Residential Declarant Control Period and by a majority vote of the remaining Directors following the expiration of the Residential Declarant Control Period. No Director shall have any voting rights nor may such Director participate in any meeting of the Board of Directors at any time that such Director is delinquent in the payment of any Assessments or other charges owed to the Association. Any Director that is ninety (90) days delinquent in the payment of

Assessments or other charges more than three (3) consecutive times or fails to attend three (3) consecutive meetings of the Board shall be removed as a Director.

Section 7.5 Vacancies on Board of Directors. If the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Residential Declarant, if the previously elected Director was elected by the Residential Declarant, or the Members, if the previously elected Director was elected by the Members, shall choose a successor within ten (10) days of the vacancy. The successor Director shall fill the unexpired term of the directorship being vacated. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws.

Section 7.6 Removal of Directors by Members. Subject to the right of Residential Declarant to nominate and appoint Directors as set forth in Section 7.1 of these Bylaws, elected Directors may be removed, with or without cause, by a majority vote of the Members at any special meeting of the Members of which notice has been properly given as provided in these Bylaws; provided the same notice of this special meeting has also been given to the entire Board of Directors, including the individual Director whose removal is to be considered at this special meeting.

Section 7.7 Organizational Meeting of the Board of Directors. No later than twenty (20) days following each of (a) the establishment of the Association, (b) the termination of the Residential Declarant Control Period, and (c) each annual meeting of the Members of the Association, the Board of Directors shall hold a regular meeting for the purposes of organization, election of officers and transaction of other business. Notice of this meeting shall be given to all Directors in accordance with Section 7.10 of these Bylaws, except for the initial meeting, which shall be called by Residential Declarant.

Section 7.8 Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of the Association or at any other place or places designated at any time by resolution of the Board of Directors or by written consent of all of the Directors. A special meeting of the Board of Directors may be held by any method of communication, including electronic and telephonic, by which each Director may hear and be heard by every other Director, and any such meeting may involve consideration of any action, including any action involving a vote on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue.

Section 7.9 Regular Board of Directors Meetings. Regular meetings of the Board of Directors may be held at any time and place permitted by law as from time to time may be determined by the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by telegram, telephone, electronic mail, facsimile or by United States mail, with postage prepaid, directed to him at his last known post office address, as the same appears on the records of the Association, at least ten (10) but not more than twenty (20) days before the date of the meeting. This notice shall state the date, time, place and purpose of the meeting. Meetings of the Board of Directors may be held by conference telephone; subject to the provisions of the Texas Non-Profit Corporation Act.

Section 7.10 Special Board of Directors Meetings. Special meetings of the Board of Directors may be called by the President on his own accord or by the President or the Secretary upon the written request of any two (2) Directors, on three (3) days' prior notice to each Director.

Section 7.11 Waiver of Notice. Before any meeting of the Board of Directors, whether regular or special, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving the required notice. All written waivers shall be filed in the Minute Book of the Association or made a part of the minutes of the meeting. Attendance by a Director at any meeting of the Board of Directors shall likewise constitute a waiver by him of the required notice. If all Directors are present at any meeting of the Board of Directors, no notice of the meeting shall be required and any business may be transacted at the meeting except as prohibited by law or these Bylaws.

Section 7.12 Directors Quorum. At all duly convened meetings of the Board of Directors, a majority of the Directors present in person (not by proxy) shall constitute a quorum for the transaction of business, except as otherwise expressly provided in these Bylaws. The acts of a majority of the Directors present at the meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the Directors present may adjourn the meeting from time to time and, at the adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice to any Director.

Section 7.13 Consent in Writing. Any action by the Board of Directors, including any action involving a vote on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue, may be taken without a meeting if a majority of the Directors shall consent in writing to the action. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a majority vote of the Directors.

Section 7.14 Records. The Board of Directors shall cause a complete record of all of its acts and the corporate affairs of the Association to be kept and to present a general report thereof to the Members at each annual meeting of the Association or at any special meeting where a general report is requested in writing by one-third (1/3) of the Members entitled to vote.

Section 7.15 Powers and Duties. Subject to the Act, the Board of Directors shall have and exercise all powers and duties necessary for the proper administration of the affairs of the Association. In the performance of its duties as the governing body of the Association, the Board of Directors shall have all powers enumerated in Section 82.102 of the Act, and in addition to those powers and duties set forth in the Act and the Residential Declaration, the Board of Directors shall have the powers and duties including, but not limited to, those enumerated below and in Section 7.19 of these Bylaws. Each Director individually and the Board of Directors collectively shall perform the duties and powers of the Board of Directors in good faith as a fiduciary of the Association, in a manner which the Director believes to be in the best interest of the Association and with the care of a person of ordinary prudence under similar circumstances, including, but not limited to, reasonable inquiry, skill and diligence.

(a) Duties:

(i) provide for the operation, maintenance, management, insurance, cleaning, sanitation, renewal, replacement, care and upkeep of the Residential Common Elements and all property, real or personal, of the Association;

(ii) determine the Residential Common Expenses and any other charges comprising the operating expenses of the Association, establish the amount of Monthly Assessments, as the same may increase or decrease, and assess the same against the Residence Owners in accordance with the provisions of the Residential Declaration and these Bylaws;

(iii) levy and collect, in addition to Monthly Assessments, Special Assessments in amounts which the Board of Directors deems proper, whenever the Board of Directors is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs or additional capital expenses or because of emergencies;

(iv) use and expend any sums collected from Monthly Assessments and Special Assessments for the operation, maintenance, renewal, care and upkeep of the Residential Common Elements;

(v) maintain the Residential Common Elements;

(vi) maintain a reserve fund out of Monthly Assessments adequate for the periodic maintenance, repair and replacement of the Residential Common Elements;

(vii) maintain the capital improvement reserve established under the Residential Declaration and funded from Capital Reserve Contributions and portions of Monthly Assessments;

(viii) pay all taxes and assessments levied or assessed against any property that may be owned by the Association, exclusive of any taxes or assessments levied against any Residence Owner or otherwise properly chargeable to the Residence Owner;

(ix) collect delinquent Assessments against any Residence and the Residence Owner thereof, whether by suit or otherwise and to abate any nuisance and enforce the terms of the Residential Declaration and the observance of the Regulations by injunction or other legal action or means which the Board of Directors may deem necessary or appropriate;

(x) establish operating, escrow and other accounts in the name of the Association as the Board of Directors may deem appropriate from time to time and as may be consistent with generally accepted accounting principles;

(xi) adopt a budget for each fiscal year which shall contain estimates of the costs and expenses of the Association and the proposed Monthly Assessments;

(xii) cause a complete review of the books and accounts of the Association to be made by a competent independent public accountant at the end of each fiscal year and at any other time or times deemed necessary;

(xiii) maintain accounting records in accordance with generally accepted accounting principles;

(xiv) make and enforce compliance with the Regulations relative to the operation, use and occupancy of the Property, including, but not limited to, penalties to be levied for violations of these Bylaws, the Residential Declaration and the Regulations which the Board of Directors shall adopt, and to amend the same from time to time as and when approved by appropriate resolutions which shall be binding on the Residence Owners, tenants and occupants of Residences, their successors in title and assigns. A copy of the Regulations and copies of any amendments thereto shall be delivered or mailed to each Residence Owner and any tenant or occupant of a Residence promptly upon the adoption thereof.

(b) Powers:

(i) employ and dismiss personnel of the Association, and purchase or arrange for those services, machinery, equipment, tools, materials and supplies as, in the opinion of the Board of Directors, may from time to time be necessary for the proper operation and maintenance of the Residential Common Elements;

(ii) subject to Section 7.18 of these Bylaws, enter into contracts for professional management of the Property and the Association, at such prices and upon such terms as may be determined by the Board of Directors, to perform those duties and services which the Board of Directors may lawfully delegate;

(iii) employ or retain and receive advice from professional counsel and consultants, including, but not limited to, landscape architects, architects, engineers, planners, biologists, lawyers and accountants, which the Board of Directors may deem necessary for any proper purposes of the Association, and fix the compensation for professional advice or services, including, but not limited to, those hereinbefore or hereinafter referred to in these Bylaws. The Board of Directors shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (A) one or more officers or employees of the Association whom the Board of Directors reasonably believes to be reliable and competent in the matter presented; (B) counsel, public accountants or other persons as to the matters which the Board of Directors reasonably believes to be within the professional or expert competence of this person; and (C) a committee of the Board of Directors duly designated in accordance with law, as to matters within its designated authority, which committee the Board of Directors reasonably believes to merit confidence. The Board of Directors shall not be considered to be acting in good faith if it has knowledge concerning the matter in question that would cause this reliance to be unwarranted;

(iv) name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with which the Association may enter into any insurance trust agreement or any successor to this trustee (each of which shall be referred to herein as the "Insurance Trustee"), to be given exclusive authority to negotiate losses under any policy providing property or liability insurance coverage. The Association or any Insurance Trustee or substitute Insurance Trustee designated by the Association shall have the exclusive power to act as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses, execution of releases of liability and the execution of all documents and the performance of all other acts necessary to accomplish these purposes;

(v) establish depositories for the funds of the Association with the bank or banks as shall be designated from time to time by the Board of Directors and in which monies of the Association shall be deposited. Withdrawal of monies shall be only by check signed by those persons who are authorized by the Board of Directors to sign checks on behalf of the Association;

(vi) invest monies of the Association in any investments which the Board of Directors deems to be reasonably prudent;

(vii) borrow and repay monies and give notes, mortgages or other security upon the terms which are deemed reasonable by the Board of Directors;

(viii) acquire by purchase, gift, annexation or lease, real or personal property, if, at any time in the future, the Board of Directors deems it to be proper and not inconsistent with the terms hereof to do so;

(ix) grant and reserve easements, leases, licenses or concessions where necessary or desirable for utilities, routes of ingress and egress, or any other purpose, over the Residential Common Elements and to amend the Map to show such interests;

(x) establish a form of estoppel certificate acceptable to the Association for delivery to prospective purchasers and lenders and an appropriate charge for furnishing such certificate; and

(xi) do all things incidental and necessary to the accomplishment of the foregoing.

The duties and powers imposed on the Board of Directors by this Section shall not be amended so as to reduce or eliminate any duties or powers of the Board of Directors without the affirmative vote of at least fifty-one percent (51%) of the votes of Members voting at the meeting called to consider such amendment.

Section 7.16 Annual Budget and Assessments. Copies of the proposed budget setting forth the proposed annual Residential Common Expenses, proposed reserves and proposed Assessments for the next fiscal year of the Association shall be prepared by the Board of Directors and distributed to all Members at least thirty (30) days prior to the beginning of each

fiscal year of the Association and shall be available to all Members for inspection during regular business hours at the Association's office. If the proposed budget is subsequently amended before the Assessments are made, a copy of the amended budget shall also be distributed and made available for inspection. Annual Residential Common Expenses shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of the Residential Common Elements and any and all other expenses related to the operation thereof and the cost of all promotional events and other programs of the Association, including, but not limited to, the cost of common utility services, casualty and liability insurance, professional management expenses, administrative and office expenses, reserves and the costs associated with the administration of the Association. Reserves shall include reasonable amounts to be credited, allocated or accumulated for replacement of those Common Area improvements or facilities that require replacement, renovation or rehabilitation periodically. Subject to the provisions of Section 7.15(a)(iii), nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time and in its sole discretion, to levy a Special Assessment in the event that the budget as originally adopted shall appear to be insufficient to pay the cost of the operation or management of the Property or in the event of emergencies. Notwithstanding the foregoing, certain of the Residential Common Expenses will benefit less than all of the Residence Owners and will therefore be allocated among some, but not all, of the Residence Owners, all as more particularly set forth in the Residential Declaration.

Section 7.17 Management Certificate. If the Board of Directors determines that it is in the best interest of the Association to hire a professional manager for the Property in accordance with Section 7.18 of these Bylaws, the Association shall record in the County a certificate, signed and acknowledged by an officer of the Association stating:

- (a) the name of the Residential Condominium;
- (b) the name of the Association;
- (c) the location of the Residential Condominium;
- (d) the recording data for the Residential Declaration;
- (e) the mailing address of the Association, or the name and mailing address of the person or entity managing the association; and
- (f) other information the Association considers appropriate.

Such certificate shall be recorded within thirty (30) days after the Association receives notice of a change in any of the information listed in (a) through (e) herein.

Section 7.18 Manager. To facilitate management of the Property and the administration of the Association, the Board of Directors may delegate to a Manager responsibility for matters of a routine nature, provided only that an agreement evidencing such relationship shall in no event exceed a period of three (3) years, renewable by agreement of the parties thereto for successive one (1) year periods only, and shall be subject to termination by either party with or without cause and without payment of a termination fee upon not more than thirty (30) days' prior written notice. After a Manager has been appointed, no decision by the

Association to manage its own affairs without a manager shall be effective unless and until approved by an affirmative vote of the Members holding not less than sixty-seven percent (67%) of the votes allocated by the Residential Declaration.

Section 7.19 Master Board of Directors. At least annually, the Board of Directors shall have the right to nominate and vote to elect or vote on behalf of the Association to elect, as many individuals as are required to fill all the open seats on the Master Board of Directors that are meant to be filled by the Association. Provided that such actions are taken in accordance with the Bylaws of the Master Association, the Board of Directors shall have the right to remove, with or without cause, any of its appointees to the Master Board of Directors and fill any such vacancy as promptly as possible.

Section 7.20 Open Meeting. Meetings of the Association and the Board of Directors shall be open to all Members. Subject to applicable law, the Board of Directors shall have the right to adjourn a meeting and reconvene in private, closed executive session to consider any actions involving personnel, pending litigation, contract negotiations, or enforcement actions, or upon the request of an affected party, or to consider matters that are confidential in the opinion of the Board of Directors; provided, however, the Board of Directors shall announce the general nature of the business to be considered in such executive session prior to adjourning the meeting.

ARTICLE VIII Officers

Section 8.1 Officers. The officers of the Association shall be a President, Secretary and Treasurer. The offices of President and Secretary may not be held by the same person. The Secretary may be eligible to hold the office of Treasurer. The President and Secretary shall not be representatives of the same corporate Residence Owner/Member. The President and Treasurer must also be Directors. The Secretary need not be a Director.

Section 8.2 Election. Except as set forth herein, the officers of the Association shall be elected annually by the Board of Directors at the organizational meeting held pursuant to Section 7.8 of these Bylaws and shall hold office until their successors are elected or appointed by the Board of Directors; provided that each officer may be removed, either with or without cause, whenever in the best interest of the Association, and his successor elected by the affirmative vote of a majority of the Directors at any annual or special meeting of the Board of Directors called for that purpose. The President and Secretary shall each serve for a term of two (2) years and the remaining officers shall serve for a term of one (1) year. The Board of Directors may, from time to time, appoint other officers who, in its judgment, are necessary. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Association. Any resignation shall take effect as of the date of the receipt of this notice or any later time specified therein; unless specified therein, the acceptance of a written resignation shall not be necessary to make it effective.

Section 8.3 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

Section 8.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. The President shall have the general powers and duties usually vested in the office of the president of a community association, including, but not limited to, the power to appoint committees from the Members from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association provided, however, no such committee shall have the right to exercise the full authority of the Board of Directors. The President shall be an ex-officio member of all standing committees, if any. The President shall execute deeds, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when these documents are required or permitted by law to be otherwise executed, and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 8.5 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all meetings and proceedings, including resolutions, in the Minute Book. The Secretary shall perform the same duties for any committees when required. The Secretary shall have charge of the Minute Book, the records of the Association and any papers which the Board of Directors shall direct the Secretary to keep; shall perform all duties incident to the office of Secretary, including, but not limited to, the sending of notice of meetings to the Members, the Directors and members of any committees, and shall perform any other duties which may be prescribed by these Bylaws or by the Board of Directors or the President. The Secretary shall also have custody of the corporate seal and shall affix the same to any instrument requiring it when authorized by the Board of Directors and shall attest or certify the same when appropriate. The Secretary shall keep, or cause to be kept, at the principal office of the Association, a membership register showing the following: (a) the names and addresses of all Directors; (b) the names and addresses of all Members as provided by the Members; (c) the Residence that is owned by each Member; and (d) the vote of each Member. The Secretary shall prepare, execute and cause the recordation of amendments to the Residential Declaration on behalf of the Association except when the preparation, execution and recordation thereof shall be delegated by the Board of Directors to another officer or agent of the Association. Nothing shall prohibit the functions of the Secretary to be delegated to an agent of the Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Secretary shall not relieve the Secretary from any responsibility related to overseeing and reviewing any duties performed by the agent.

Section 8.6 Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies, checks and other valuable effects in the name of and to the credit of the Association in those depositories which may be designated from time to time by the Board of Directors. The Treasurer shall disburse the funds of the Association, as the Treasurer may be ordered to do from time to time by the Board of Directors or by the President, and shall render to the President and the Directors at the regular meetings of the Board of Directors, or whenever they or either of them shall require, an account of his transactions as Treasurer and of the financial condition of the Association. Nothing shall prohibit the functions of the Treasurer to be delegated to an agent of the Association provided this delegation is approved by resolution of the Board of Directors. The

delegation of the duties of the Treasurer shall not relieve the Treasurer from any responsibility related to overseeing and reviewing any duties performed by the agent.

Section 8.7 Compensation. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

ARTICLE IX Indemnification of Directors, Officers and Other Authorized Representatives

The Association shall indemnify every Director and Officer of the Association against, and reimburse and advance to every Director and Officer for, all liabilities, costs and expenses incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Nonprofit Corporation Act and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director or Officer shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director or Officer is expressly provided for by statute.

ARTICLE X Association Books and Records

The Association shall keep or cause to be kept (a) detailed financial records of the Association in sufficient detail to enable the Association to prepare a resale certificate in accordance with the provisions of Section 82.157 of the Act, (b) the plans and specifications used to construct the Residential Condominium, (c) the name and mailing address of each Residence Owner of a Residence; (d) voting records, proxies and correspondence relating to all amendments to the Residential Declaration, and (e) the minutes of all meetings of the Association and the Board of Directors. All books and records of the Association shall be available for inspection by the Residence Owners, the Mortgagees, and their respective agents and representatives, during normal business hours. All books and records of the Association shall be kept in accordance with generally accepted accounting principles, consistently applied, and shall be audited at least once a year by an independent certified public accountant. If requested in writing by a Residence Owner or Mortgagee, the Association shall furnish such requesting Residence Owner or Mortgagee copies of the audited financial statements of the Association within ninety (90) days following the end of each fiscal year of the Association. The Board of Directors shall further make available for the inspection by Residence Owners, the Mortgagees, and their respective agents and representatives, during normal business hours, the current version of the Residential Declaration, these Bylaws, the Articles, the Regulations and all other documents affecting the Association, the Residence Owners, or the Property, as well as all amendments thereto and revisions thereof. Residential Declarant shall furnish copies of the information set forth in this Section to the Association on the date the first Residence is conveyed to a Residence Owner. For purposes of this paragraph, "available" shall mean

available for inspection, upon reasonable advance request of not less than twenty-four (24) hours, during regular business hours at the office of the Association or the office of the manager of the Association. The cost of any copies shall be reimbursed to the Association at a rate set by the Board of Directors.

ARTICLE XI Dissolution and Termination

Upon dissolution of the Association, the real and personal property of the Association shall be distributed pursuant to the provision of the Articles or, if no such provision is made, distributed to one or more organizations which are exempt from taxation under Section 501(c)(3) of the Code.

ARTICLE XII Insurance

Section 12.1 Types of Insurance. Commencing upon the first conveyance of any Residence to a Residence Owner other than Residential Declarant, the Association shall obtain and maintain, as a Common Expense, the insurance coverages specified in the Residential Declaration, subject to such changes as all of the Directors shall determine, from time to time, to be in the interest of the Members

Section 12.2 Named Insured. The name of the insured under the insurance policies shall be set forth substantially as follows:

"The Centrum Tower Condominium Association, Inc. for the use and benefit of the individual owners (which owners may be designated by name if required by law)."

Notwithstanding the foregoing, the policies may be issued in the name of an authorized representative of the Association, including any Insurance Trustee with which the Association has entered into an insurance trust agreement for the use and benefit of the Residence Owners. Loss payable provisions shall be in favor of the Association (or such Insurance Trustee) as a trustee for each Residence Owner and each such Residence Owner's Mortgagee. Each Residence Owner and such Residence Owner's Mortgagee, if any, shall be beneficiaries of such policies in the percentage set forth as such allocated interest on Exhibit C of the Residential Declaration.

Section 12.3 Mortgagee Coverage. Insurance policies shall contain such mortgagee protection clauses as may be required by the Mortgagees. No such policies or the constituent documents of the company issuing them shall contain any provisions requiring contributions or making assessments against the Association, the Residence Owners, or any Mortgagee (or any successor or assign of any Mortgagee) and none of such policies or such constituent documents shall provide that loss payments are contingent upon any action by such company's board of directors, policy holders or members. None of such policies shall contain any limiting clauses (other than insurance conditions) which could prevent any Residence Owner or Mortgagee from collecting insurance proceeds.

Section 12.4 Waiver of Subrogation. The Association and each Residence Owner by his possession or acceptance of title to a Residence hereby waives any and every claim which arises or may arise in its or his favor against any other Residence Owner or the Association for any and all loss of, or damage to, its or his property located within or upon, or constituting a part of, the Residential Condominium, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent such loss or damage is recoverable thereunder. Inasmuch as the foregoing mutual waivers will preclude the assignment of any of such claim by way of subrogation (or otherwise) to an insurance company (or any other party), the Association and each Residence Owner immediately shall give to each insurance company which has issued policies of insurance to such Residence Owner, written notice of the terms of this mutual waiver, and cause such policies to be endorsed, if necessary, to prevent the invalidation of such coverages by reason hereof.

ARTICLE XIII Miscellaneous

Section 13.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board of Directors shall determine otherwise.

Section 13.2 Amendments to Bylaws.

(a) These Bylaws may be amended from time to time by the affirmative vote of the majority of the Directors or by the affirmative vote, in person or by proxy, of at least fifty-one percent (51%) of the votes cast by the Members voting at the meeting called to consider such amendment.

(b) Members must be given notice of the meeting required by Section 13.2(a) above not less than ten (10) or more than sixty (60) days preceding the date of the meeting. Any such notice shall include the specific amendment or other change proposed to be made to these Bylaws.

(c) Notwithstanding any other provision of these Bylaws, at no time shall any amendment be made to these Bylaws so as to affect or change any power granted to Residential Declarant without the prior written consent of Residential Declarant.

Section 13.3 Inspection of Bylaws. The Association shall keep in its principal office the original or a copy of these Bylaws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members during normal business hours.

Section 13.4 Membership Minutes. The membership register and the Minute Book shall be open to inspection within one (1) business day of demand of any Member during the normal business hours of the Association, for purposes reasonably related to his interest as a Member.

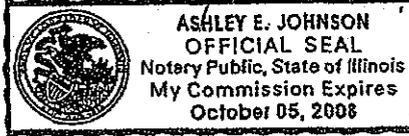
Section 13.5 Construction. Number and gender as used in these Bylaws shall extend to and include both singular and plural and all genders as the context and construction require.

Adopted as of August 8, 2005.

Craig Caffarelli

Craig Caffarelli, Secretary of the Association

ILLINOIS
THE STATE OF ~~TEXAS~~ §
COOK §
COUNTY OF ~~DALLAS~~ §



§ This instrument was acknowledged before me on the 8th day of August, 2004, by Craig Caffarelli, Secretary of THE CENTRUM TOWER CONDOMINIUM ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

Ashley E. Johnson

Notary Public - State of ~~Texas~~ ILLINOIS

My Commission Expires:

10/5/2008

EXHIBIT J

TO

CONDOMINIUM INFORMATION STATEMENT

RULES AND REGULATIONS OF RESIDENTIAL ASSOCIATION

(The Rules and Regulations of Residential Association follow this Cover Page)

RULES AND REGULATIONS FOR
The Centrum Tower, a Residential Condominium
("Residential Condominium")

Contents

PART I
GENERAL PROVISIONS GOVERNING
THE USE OF RESIDENCES AND RESIDENTIAL COMMON ELEMENTS

PART II
PROVISIONS GOVERNING COLLECTION AND FINING

PART III
UTILITY PROVISIONS

Adopted by
Board of Directors
January 20, 2006

TABLE OF CONTENTS

	<u>Page</u>
PART I GENERAL PROVISIONS	1
A. DEFINITIONS	1
B. COMPLIANCE	2
1. Compliance	2
2. Additional Rules.....	2
3. Waiver.....	2
4. Right to Enforce.....	2
C. OBLIGATIONS OF RESIDENCE OWNERS	2
1. Safety	2
2. Residence Key.....	2
3. Damage	2
4. Insurance	2
5. Risk Management.....	3
6. Reimbursement for Enforcement	3
7. Reimbursement for Damage	3
8. Certain Sales Prohibited.....	3
D. OCCUPANCY STANDARDS	3
1. Number of Occupants	3
2. Familial Status.....	3
3. Minors	3
4. Danger.....	3
E. LEASES.....	3
1. Term and Conditions of Lease	3
2. Written Leases.....	4
3. Subject to Documents	4
4. Landlord Residence Owners	4
5. Residential Tenant Communications	4
F. RESIDENTIAL STORAGE SPACES AND RESIDENTIAL PARKING SPACES	4
1. Residential Storage Spaces	4
2. Residential Parking Spaces.	5
3. Part F Not Exclusive	7
G. GENERAL USE AND MAINTENANCE OF RESIDENCE	7
1. Use	7
2. Annoyance.....	7
3. Right of Entry.....	7
4. Maintenance	7
5. Balcony Areas.....	8
6. Hot Tubs.....	8
7. Prohibition of Outdoor Cooking or Heating Equipment.....	8
8. Stoves.....	8
9. Glass.....	8
10. Combustibles.....	9
11. Water Problems.....	9
12. Water Cut-Off	9
13. Report Malfunctions.....	9

14.	Cable	9
15.	Utilities.....	9
16.	No Right to Vent or Cut Into, Chases, etc.....	9
17.	Signage; Advertising.....	9
18.	Electrical and Plumbing Facilities.....	9
19.	Antennas.....	9
20.	Window Air Conditioning Residences.....	10
21.	Infestation.....	10
22.	Compliance with Laws.....	10
H. GENERAL USE AND MAINTENANCE OF RESIDENTIAL COMMON		
	ELEMENTS.....	10
1.	Intended Use.....	10
2.	Access Cards.....	10
3.	Limited Recreation Areas	10
4.	Hallways.....	10
5.	Balcony Areas	11
6.	Use of Elevators	11
7.	Fire and Safety	11
8.	Landscaping	11
9.	Clotheslines.....	11
10.	Waste Disposal; Plumbing Damage.....	11
I. COMMUNITY ETIQUETTE.....		
1.	Courtesy	11
2.	Visitors.....	11
3.	Code of Conduct	11
4.	Residential Association Employees	12
5.	No Hiring of Employees	12
6.	Communications among Residence Owners.....	12
7.	Attire	12
8.	Annoyance.....	12
9.	Noise and Odors.....	12
10.	Quiet Hours	12
11.	Reception Interference	13
12.	Packages.....	13
13.	Wildlife	13
14.	Smoking	13
15.	Resolution by Arbitration.....	13
J. USE OF GUEST FACILITIES		
1.	Guest Facilities.....	13
2.	Access to Guest Facilities	13
3.	Guests.....	13
4.	Number of Guests	13
5.	Suspension of Privileges	13
6.	Suspension for Nonpayment	14
7.	Reservation.....	14
8.	Use Agreement and Deposit.....	14
9.	Use or Function.....	14
10.	Cleaning	14
11.	Release	14
12.	Risk	14

K. CONSTRUCTION AND ARCHITECTURAL CONTROL	14
1. Prohibited Changes to Residential Common Elements and Master Common Elements.....	14
2. Prohibited Changes to Residence.....	15
3. Removing Padded Flooring.....	15
4. Windows and Doors.....	15
5. Balcony Floors	15
6. Screen Doors	15
7. Application for Residential Board of Directors' Approval and Master Board of Director Approval	15
8. Construction Hours	15
9. Understanding and Agreement Concerning Contract Work	16
L. TRASH DISPOSAL	16
1. General Duty.....	16
2. Hazards.....	16
3. Trash.....	16
4. Excess Trash.....	16
5. Closing the Trash Chute.....	16
M. PETS.....	16
1. Subject to Residential Regulations.....	16
2. Pet Agreement.....	17
3. Pets Banned in Parking or Residential Storage Space	17
4. Permitted Pets.....	17
5. Prohibited Animals.....	17
6. Indoors/Outdoors.....	17
7. Leashes.....	17
8. Disturbance	17
9. Damage	17
10. Dog Walk and Pooper Scooper	17
11. Removal	18
12. Complaints	18
13. Staff.....	18
14. Compliance	18
N. MOVING	18
1. Notice.....	18
2. Times.....	18
3. Deposits.....	18
4. Insurance	18
O. MISCELLANEOUS.....	18
1. Right to Hearing.....	18
2. Mailing Address.....	19
3. No Waiver	19
4. Severability	19
5. Amendment of Residential Regulations.....	19
6. Other Rights	19
PART II RULES GOVERNING COLLECTION AND FINING	19
A. COLLECTION RULES AND PROCEDURES.....	19
1. Due Date	19
2. Delinquent.....	19
3. Late Fees and Interest.....	20

4.	Insufficient Funds.....	20
5.	Delinquency Notices	20
6.	Collection by Residential Association's Attorney.....	20
7.	Collection Agency.....	20
8.	Notification of Residential Mortgagee.....	20
9.	Notification of Credit Bureau.....	20
10.	Notice of Lien	20
11.	Right to Accelerate.....	20
12.	Notice to Residence Owner.....	20
13.	No Duty to Reinstate.....	20
14.	Foreclosure of Lien -- Nonjudicially.....	20
15.	Foreclosure of Lien -- Judicially	21
16.	Suit Against Residence Owner.....	21
17.	Possession Following Foreclosure	21
18.	Application of Payments	21
19.	Form of Payment.....	21
20.	Partial and Conditioned Payment.....	21
21.	Notice of Payment.....	21
22.	Notification of Credit Reporting Agency.....	21
23.	Limited Right of Redemption	21
24.	Waiver.....	22
25.	Utility Shut-Off.....	22
B. FINING RULES AND PROCEDURE.....		22
1.	Policy	22
2.	Residence Owners Liable.....	22
3.	Violation Notice.....	22
4.	New Violation	22
5.	Repeat Violation.....	22
6.	Right to Hearing.....	22
7.	Committee of Board of Directors.....	23
8.	Levy of Fine.....	23
9.	Amount.....	23
10.	Type of Levy	23
11.	Collection of Fines	23
12.	Effective Date.....	23
13.	Amendment of Policy	23
PART III UTILITY RULES		23
1.	Background	23
2.	Content of Notices.....	23
3.	First Notice.....	24
4.	Hearing.....	24
5.	Second Notice	24
6.	Third Notice	24
7.	Delivery of Notices to Residence Owner.....	24
8.	Delivery of Notices to Non-Residence Owner Tenant.....	24
9.	Calculating Days	24
10.	Shut-Off Fees	25
11.	Form of Payment.....	25
12.	Limitations on Disconnection	25
13.	Effectiveness	25

PART I

GENERAL PROVISIONS

These Residential Rules and Regulations ("Residential Regulations") are established by the Residential Board of Directors ("Board") of The Centrum Tower Condominium Association, Inc. effective as of October 10, 2005, pursuant to the rule-making and rule-enforcement authority granted to the Board of Directors.

These Residential Regulations are in addition to rules contained in the Master Declaration, Master Bylaws, Master Rules and Regulations, Residential Declaration and Residential Bylaws. In the event of a conflict among the Residential Governing Documents, the order of governing authority shall be as follows: the Master Declaration (highest), Master Articles, Master Bylaws, Master Rules and Regulations, Residential Declaration, Residential Articles, Residential Bylaws, and then these Residential Regulations (lowest). The Board of Directors are empowered to interpret, enforce, amend, and repeal these Residential Regulations.

A. DEFINITIONS

The following terms are defined for use in these Residential Regulations and those capitalized terms not expressly defined herein have the same meaning as defined in the Residential Declaration:

"Contractor." Any party performing construction, repair, remodeling or other services for the benefit of a Residence Owner.

"Occupancy", "Occupy", "Occupied" or "Occupying." Occupancy of a Residence in excess of 30 continuous days or 60 days in any consecutive 12-month period.

"Posted Rules." Rules and signs posted by the Residential Association at any time on the Residential Property from time to time.

"Residential Association." The Centrum Tower Condominium Association, Inc. and the Residential Manager, to the extent the Residential Association has delegated any right or duty to such Residential Manager.

"Residential Governing Documents." Individually and collectively, the Act, Master Declaration, Master Articles, Master Bylaws, Master Rules and Regulations, Residential Declaration, Residential Articles, Residential Bylaws and the Residential Regulations.

"Residential Manager" or "Residential Management Office." Includes the management staff in the Residential Condominium's management office who are employees of the Residential Association or its managing agent.

"Residence Owner." The Residence Owner of each Residence and any other persons Occupying, using, visiting, or otherwise on the Residential Property at the direction or invitation (express or implied) of such Residence Owner (including the Residence Owner's family, invitees, Residential Tenants, visitors, servants, agents, representatives and licensees).

"Residential Regulations." These rules and regulations, Posted Rules and Temporary Rules.

"Temporary Rules." Notices communicated to the Residence Owners by the Residential Association from time to time or at any time which rules are seasonal or temporary in nature or notices of change affecting the use of the Residential Property.

B. COMPLIANCE

1. Compliance. Each Residence Owner shall comply with the provisions of the Residential Governing Documents and any other policies or regulations adopted by the Board of Directors to supplement the Residential Governing Documents, as any of these may be revised from time to time. Additionally, each Residence Owner shall be responsible for ensuring compliance with the Residential Governing Documents by all persons using or occupying such Residence Owner's Residence. If a Rule requires or prohibits conduct by an "Residence Owner" or "Residential Tenant," each of those terms shall be deemed to include the other, and applies to all persons for whom a Residence Owner or Residential Tenant is responsible.

2. Additional Rules. Each Residence Owner must comply with the Posted Rules and the Temporary Rules. The Posted Rules and the Temporary Rules are incorporated into these Regulations by reference.

3. Waiver. Circumstances may warrant waiver or variance of these Regulations. To obtain a waiver or variance, a Residence Owner must make written application to the Board of Directors. The Board of Directors will consider such request and respond to the Residence Owner in accordance with the Residential Governing Documents. If the application is approved, the waiver or variance must be in writing, and may be conditioned or otherwise limited.

4. Right to Enforce. The Residential Association has the right to enforce these Regulations against any person on the Property.

C. OBLIGATIONS OF RESIDENCE OWNERS

1. Safety. Each Residence Owner is solely responsible for such Residence Owner's own safety and for the safety, well-being and supervision of such Residence Owner's guests and any person at the Residential Condominium to whom the Residence Owner has a duty of due care, control, or custody.

2. Residence Key. Each Residence Owner will provide the Residential Association with a set of all keys required to enter such Residence Owner's Residence and Residential Storage Space, if applicable, through the front door, and will provide replacement keys to the Residential Association each time a lock on the Residence is changed. The Residential Association assumes no liability related to possession of the keys, beyond reasonable and prudent care to safeguard them.

3. Damage. A Residence Owner is responsible for any loss or damage the Residence Owner causes to its own Residence, other Residences, the Residential Common Elements or the personal property of other Residence Owners.

4. Insurance. A Residence Owner assumes full risk and sole responsibility for placing such Residence Owner's personal property in or on the Residential Property. Each Residence Owner is solely responsible for insuring such Residence Owner's personal property on the Residential Property. The Residential Association recommends that all Residence Owners and Residential Tenants purchase and maintain appropriate insurance coverage on their personal belongings, vehicles and Residences.

5. Risk Management. A Residence Owner may not permit anything to be done or kept in its Residence, Residential Storage Space, Residential Parking Space or the Residential Common Elements that is illegal or that may result in the cancellation or increase in any insurance premiums paid by the Master Association, Residential Association or any other Residence Owner in connection with the Residential Property.

6. Reimbursement for Enforcement. Each Residence Owner shall promptly reimburse the Residential Association on demand for any expense incurred by the Residential Association to enforce the Residential Governing Documents against such Residence Owner or its Residence.

7. Reimbursement for Damage. Each Residence Owner shall promptly reimburse the Residential Association on demand for the cost of damage caused by the accidental or willful conduct or omission of such Residence Owner.

8. Certain Sales Prohibited. Without the Residential Association's prior written permission, a Residence Owner may not conduct or permit a Residential Tenant to conduct on the Residential Property a sale or activity that is advertised to the public as an "estate sale," "yard sale," "garage sale," "bankruptcy sale," "fire sale," or any sale in connection with "going out of business," "inventory reduction," "moving to a new location," or post any signage on the windows or exterior of the premises that sends a similar message. It is the intent of this section to prevent any Residence Owner or its Residential Tenant from conducting its business in any manner that would give the public the impression that it is about to cease operation, and the Residential Association shall be the sole judge as to what shall constitute a "distress-type" sale. This section does not apply to marketing the sale or rental of a Residence, unless combined with a prohibited activity.

D. OCCUPANCY STANDARDS

1. Number of Occupants. Subject to any exception for familial status under any applicable fair housing law, no more than two persons may occupy any one-bedroom Residence, no more than three persons may occupy any two-bedroom Residence, and no more than four persons may occupy any three-bedroom Residence.

2. Familial Status. The Residential Association's occupancy standard for Residence Owners or Residential Tenants who qualify for the familial status protection under any applicable fair housing law is a maximum of two persons per bedroom.

3. Minors. No person under the age of 18 years of age may Occupy a Residence unless such Occupancy is with a Residence Owner or Residential Tenant who is a parent, legal guardian, or designee in writing of such minor's parent or legal guardian. A Residence Owner must provide satisfactory proof of the ages and relationships among the Occupants of such Residence Owner's Residence upon request of the Residential Association.

4. Danger. No Residence may be Occupied by a person who constitutes a threat to the health or safety of other persons, or whose Occupancy could result in substantial physical damage to the property of others.

E. LEASES

1. Term and Conditions of Lease. Except for those Residences owned and leased by Residential Declarant, an entire Residence (but not less than an entire Residence) may be leased for

private residential purposes only, and may not be leased for a term of less than six months. A Residence may not be leased for hotel or transient purposes.

2. Written Leases. Each lease of a Residence must be in writing, fully executed and in a form substantially similar to the form attached as Attachment A to these Residential Regulations. At least ten days before the start of each lease term, the Residence Owner will provide the Residential Association with: (a) a copy of the lease and (b) information about the Residential Tenant(s) in a form acceptable to the Residential Association. As soon as practical after its receipt thereof, the Residence Owner must notify the Residential Association of any changes in Residential Tenant information during the lease term.

3. Subject to Documents. The mere execution of the lease for a Residence or occupancy (for any period of time) subjects a Residential Tenant to all pertinent provisions of the Residential Governing Documents to the same extent as if Residential Tenant were a Residence Owner; provided that notwithstanding the foregoing or any provision of the lease between Residence Owner and a Residential Tenant, the Residence Owner shall not be relieved of any obligation under the Residential Governing Documents and shall remain primarily liable thereunder. The Residence Owner is responsible for providing a Residential Tenant with the Residential Governing Documents and notifying the Residential Tenant of any changes therein. The Residential Association may send notices of violations by a Residential Tenant to both the Residential Tenant and to the Residence Owner of the Residence occupied by the Residential Tenant. Whether or not it is so stated in the lease, a Residential Tenant's violation of the Residential Governing Documents is deemed to be a material default of the lease for which Residence Owner has all available remedies at law or equity.

4. Landlord Residence Owners. Residence Owners of Residential Tenant-occupied Residences are advised to stay informed of and to comply with federal and state laws and local ordinances regulating residential rental properties and relations between landlords and residential tenants. The Residential Association has no duty to notify Residence Owners about landlord/tenant laws and ordinances.

5. Residential Tenant Communications. Residence Owners shall instruct their Residential Tenants to channel all communications (including non-emergency repair requests) through the Residence Owner. Residence Owners will further instruct their Residential Tenants that the Residential Association does not manage or repair the Residences, and that the Residential Tenant should not contact the Residential Association (except as may be required by the Residential Governing Documents or to report emergencies that are within the Residential Association's scope of responsibility pursuant to Residential Governing Documents).

F. RESIDENTIAL STORAGE SPACES AND RESIDENTIAL PARKING SPACES

1. Residential Storage Spaces. Any Residence Owner owning a Residential Storage Space shall hold and maintain such Residential Storage Space subject to and in accordance with the Residential Governing Documents, and such Residential Storage Space shall be held and used pursuant to the following:

(a) Care and Maintenance. Residence Owners shall obtain and maintain safe and acceptable locks on the Residential Storage Spaces, to the extent such Residential Storage Spaces do not have locks provided by the Residential Association. The Residential Association shall have no duty to furnish smoke detectors, security guards, or additional locks and latches except as required by statute. Residence Owners shall not make any alterations to the Residential Storage Spaces without prior written permission of the Residential Association. Residence Owners shall not place nor permit any water furniture in the Residential Storage Spaces; make any holes in the

woodwork, floors or walls of the Residential Storage Spaces; or store any paint, highly flammable or hazardous materials, food products, or any items that attract vermin or produce an odor within the Residential Storage Spaces. Doors to the Residential Storage Spaces shall not be replaced by Residence Owners without the prior written permission of the Residential Association. All approved replacement doors must be of substantially similar materials, construction, and appearance as the original doors to Residential Storage Spaces.

(b) Repairs. All requests for structural or other substantial repairs by a Residence Owner must be directed to the Residential Association in writing, except in an emergency such as fire or interruption of utilities. The Residential Association shall act with due diligence, but shall not be obligated to make repairs on other than a business day.

(c) Liability. Neither the Residential Association nor its agents shall be liable to Residence Owners of Residential Storage Spaces, nor to such Residence Owners' guests, invitees or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, acts of other persons, condition of the Residential Storage Spaces, or other occurrences, unless such damage or injury is caused by the gross negligence of the Residential Association or its agents. The Residence Owners shall be responsible for securing insurance coverage for protection against the above liabilities and losses. Residence Owners shall notify the Residential Association immediately of any dangerous conditions on or about the Residential Storage Spaces.

(d) Use and Leases. Except as otherwise specifically provided in the Residential Governing Documents, no person shall have the right to use a Residential Storage Space except a Residence Owner or a Residential Tenant. If a Residence Owner elects to lease any Residential Storage Space, such lessee shall hold such Residential Storage Space subject to and in accordance with the Residential Governing Documents, and such Residential Storage Spaces shall be leased pursuant to an agreement substantially in accordance with the document attached as Attachment B to these Residential Regulations.

2. Residential Parking Spaces.

(a) Residential Parking Spaces. A Residence Owner shall hold any Residential Parking Space in accordance with and subject to the Residential Governing Documents. In the event an Owner elects to lease any Residential Parking Space, such assignee or lessee shall hold such Residential Parking Space subject to and in accordance with the Residential Governing Documents. Residential Parking Spaces shall be leased and held or used by Residence Owners and Residential Tenants pursuant to the Residential Parking Space Lease attached as Attachment C to these Residential Regulations. The Residential Parking Space Lease shall provide for the lease of a Residence Owner's Residential Parking Space by a Residential Tenant, but a Residence Owner shall not be permitted to directly lease their Residential Parking Spaces with a Residential Tenant or any other person. Except as otherwise specifically provided in the Residential Governing Documents, no person shall have the right to use a Residential Parking Space except a Residence Owner or Residential Tenant. Residential Parking Spaces may not be enclosed or altered in any way.

(b) Authorized Vehicles. Residential Parking Spaces may be used for the parking of private passenger vehicles only and shall not be used for parking commercial vehicles or trucks (except sport utility vehicles, mini-vans, and pick-up trucks utilized as personal transportation), boats, personal watercraft, recreational vehicles, buses, taxi cabs, or trailers. No Residential

Parking Space may be used for the storage of machinery, equipment or other personal property. For purposes hereof, private passenger vehicles include automobiles, motorcycles, motorized bikes, station wagons, sport utility vehicles, minivans, and trucks not exceeding 21 feet in length.

(c) Vehicle Conditions. The Residence Owners and Residential Tenants shall not leave any vehicle in a state of disrepair on the Property. Each vehicle which is not a visitor vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. No such vehicle may be kept on the Property if the Residential Board of Directors deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Residential Regulations. If the Residence Owners or Residential Tenants park their vehicles in areas other than the Residential Parking Space designated for such Residence, or leave any vehicle in a state of disrepair, the Residential Association, after giving written notice to the applicable Residence Owner of such violation, shall have the right to remove such vehicle at the Residence Owner's expense. No removal or impoundment of a vehicle shall create any liability on the Residential Association.

(d) Nuisances. All Residence Owners and Residential Tenants shall cooperate with the Residential Association in keeping all parts of the Parking Garage neat and clean. The use of car horns on the Property or in the Parking Garage is discouraged, except for the judicious use of a horn for right of way.

(e) Parking Practices. Vehicles must be parked entirely within the lines and all directional signs, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, in fire lanes, where "No Parking" signs are posted, in crosshatched areas, and in other areas as may be designated by the Residential Association. All cars parked in fire lanes will be subject to immediate towing at the car owner's expense. Motorcycles or bicycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.

(f) Parking Garage. The rights of each Residence Owner and Residential Tenants in the entrances, corridors and elevators servicing the Parking Garage are limited to ingress and egress from such person's Residential Parking Space, and no Residence Owner or Residential Tenants shall use, or permit the use of, the entrances, corridors or elevators for any other purpose. No Residence Owner or Residential Tenants shall permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the entrances, corridors, elevators and other facilities of the Parking Garage by any other person or use. Fire exits and stairways are for emergency use only and shall not be used for any other purpose. No Residence Owner or Residential Tenants shall encumber or obstruct, or permit the encumbrance or obstruction of any of the sidewalks, entrances, corridors, elevators, fire exits or stairways of the Parking Garage. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, Residential Parking Spaces, Residential Storage Spaces, or Parking Garage.

(g) Hazards. Residence Owners and Residential Tenants shall not do anything, or permit anything to be done, in or about the Parking Garage, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other occupants of the Parking Garage, or do anything in conflict with laws, rules or regulations of any governmental authority. Residence Owners and Residential Tenants shall not use or keep in the Parking Garage any flammable or explosive fluid or substance or otherwise dangerous fluid, chemical or substance, or any illuminating material, except for such substances contained in vehicles using the Parking Garage in reasonable and normal quantities and in accordance with reasonable and customary usage by such vehicles. In

addition, every person is required to park and lock his or her vehicle. All responsibility for damage to vehicles or persons is assumed by the Residence Owner of the vehicle or its driver.

(h) Prohibited Actions. No motor vehicle shall be driven on or within any part of the Parking Garage other than on a driveway or designated parking area. Visitors' motor vehicles may be parked only in those Residential Parking Spaces clearly marked or designated for visitors.

(i) Violations. A vehicle in violation of these Residential Regulations may be stickered, wheel-locked, towed or otherwise removed from the Property by the Residential Manager, at the expense of the vehicle's Residence Owner. The Residential Association expressly disclaims any liability for damage to vehicles occasioned by the exercise of these remedies.

3. Part F Not Exclusive. The rules and regulations contained within this Part F shall not be interpreted to apply to the exclusion of other rules contained in these Residential Regulations which would logically apply to Residential Storage Spaces and Residential Parking Spaces.

G. GENERAL USE AND MAINTENANCE OF RESIDENCE

1. Use. Except for those Residences owned by Residential Declarant, each Residence must be used solely for private residential use, and may not be used for any commercial or business purposes. This restriction does not prohibit a Residence Owner from using the Residence for personal, business, or professional purposes, provided that: (a) such use is incidental to the Residence's residential use; (b) such use conforms to all applicable Legal Requirements; (c) there is no external evidence of such use; and (d) such use does not entail excessive visits to the Residence by the public, employees, suppliers, or clients. Each Residential Parking Space shall be used solely for parking of automobiles by a Residence Owner or its Residential Tenant, and each Residential Storage Space shall be used solely for storage purposes by a Residence Owner or its Residential Tenant. The use of all Residences shall be in accordance with the Residential Governing Documents.

2. Annoyance. A Residence Owner may not use a Residence in a way that: (a) annoys other Residence Owners; (b) reduces the desirability of the Residential Condominium as a residential community; (c) endangers the health or safety of other Residence Owners; or (d) violates any law or any provision of the Residential Governing Documents.

3. Right of Entry. The Residential Association may enter a Residence or Residential Storage Space in case of an emergency originating in or threatening the Residence or Residential Storage Space, whether or not the Residence Owner is present at the time. This right of entry may be exercised by the Residential Manager, directors, officers, agents, and employees, and by all police officers, firefighters, and other emergency personnel in the performance of their respective duties. Also, the Residential Association may enter a Residence or Residential Storage Space to perform installations, alterations, or repairs to the mechanical, electrical, or utility services which, if not performed, would affect the use of other Residences, Residential Storage Spaces or the Residential Common Elements; provided that, if possible, requests for any entry shall be made in advance and at a time convenient to the Residence Owner. In case of an emergency, the right of entry is immediate and if the Residence Owner has failed to provide a door key or refuses to provide entry, the Residence Owner is liable for the cost of repairs to the Residence, Residential Storage Space or Residential Common Elements caused by the Residential Association's chosen method of access under such circumstances.

4. Maintenance. Each Residence Owner, at such Residence Owner's sole cost and expense, will maintain its Residence in accordance with the Residential Maintenance Standard, and shall keep it in

good repair at all times; provided, however, that any work to be performed by a party not the Residence Owner shall require an executed copy of an agreement substantially in the form attached as Attachment D to be provided to the Residential Association.

5. Balcony Areas. Each Residence Owner shall maintain its Balcony Area in a clean manner at all times. Each Residence Owner will take care that the cleaning of its Balcony Area does not annoy or inconvenience other Residence Owners. A Balcony Area may not be enclosed or used for storage purposes. Open post balcony railings may not be closed or screened with wire, mesh, or other material. In addition, the weight of items such as hanging plants or patio furniture may be subject to the Residential Association's approval. If the Residential Association determines that a Balcony Area is unsightly (including the need for any cleaning of windows or doors) or that any hanging items or patio furniture poses a safety risk to anyone on the Residential Property, the Residential Association may give the Residence Owner notice of such condition and a reasonable time period in which to correct it, after which the Residential Association may take corrective action at the Residence Owner's expense.

6. Hot Tubs. Residence Owners shall have the right to install hot tubs, whirlpools, or Jacuzzis (portable or permanently installed) in a Residence or on a Balcony Area so long as such installation is performed in a good and workmanlike manner by a capable and experienced workman and Residence Owner receives the approval of the Board in compliance with this subparagraph. Prior to the commencement of any such alterations or installations, such Residence Owner shall submit to the Board for its approval (i) full and complete plans and specifications relating to such specifications relating to such installation, (ii) a report of an engineer evidencing the feasibility of such proposed installation, (iii) a signed agreement substantially in the form of the document attached as Attachment F to these Residential Regulations, and (iv) any additional information the Board deems necessary to evaluate the installation request. Within a reasonable period of time following its receipt of the plans and specifications and all such other requested information, the Board shall provide to the Residence Owner written acknowledgement of the Board's receipt of the installation request and whether the Board deems it necessary to obtain the approval of the Master Association. The Board shall be deemed to have approved such plans and specifications if it fails to disapprove of such plans and specifications in writing or notify Residence Owner in writing that the Board is waiting on confirmation from the Master Association, within 15 business days after the Residence Owner's receipt of the Board's written acknowledgement of receipt of the request for installation. Any installation and improvements made pursuant to this subparagraph shall be made at the individual cost and expense of the Residence Owner. Any and all ongoing maintenance and repair work shall be the sole responsibility of Residence Owner.

7. Prohibition of Outdoor Cooking or Heating Equipment. The use of outdoor cooking or heating equipment is prohibited anywhere on the Residential Property, including charcoal grills, electric or gas grills and hibachis.

8. Stoves. Each Residence Owner, at its own expense, shall keep the ventilation hood above the stove or range in its Residence clean and in operating condition.

9. Glass. Each Residence Owner, at such Residence Owner's expense, must promptly repair and replace any broken or cracked glass in the windows and doors of its Residence. Replacement windows must conform to the windows that are standard in the Improvements or be approved in writing prior to installation by the Residential Association. The Residential Association and/or Master Association reserve the right to replace any broken or cracked exterior windows of the Building on behalf of a Residence Owner, at such Residence Owner's sole expense, to ensure proper installation.

10. Combustibles. Except those retail products sold for exclusive use as household cleaning products, a Residence Owner may not store or maintain explosives or other combustible materials anywhere on the Residential Property, including within a Residence.

11. Water Problems. A Residence Owner is responsible for water damage to Residential Common Elements and adjoining Residences which emanates from its Residence, including leaks or overflows of sinks, tubs, showers, shower pans, toilets, dishwashers, and clothes washers. In case of continuous water overflow, the Residence Owner should immediately turn off water and turn the shut-off valves, e.g. behind the toilet or under the sink, to "Off" position. All instances of flooding or water damage must be reported to the Residential Association immediately.

12. Water Cut-Off. Except in the case of an emergency, no person may interfere with or interrupt the Residential Property's water lines, including water lines to an individual Residence, without the prior knowledge and cooperation of the Residential Association. A Residence Owner who requires a water cutoff for the purpose of remodeling shall submit a written request to the Residential Manager at least five days prior to the requested water cut-off. All instances of flooding or water damage must be reported to the Residential Association immediately.

13. Report Malfunctions. A Residence Owner shall immediately upon discovery, report any leak, break, or malfunction in any portion of the Residential Property to the Residential Association, which the Residential Association has a duty to maintain. A Residence Owner who fails to promptly report a problem may be deemed negligent and may be liable for any additional damage caused by the delay.

14. Cable. A Residence Owner who subscribes directly to cable or satellite service is solely responsible for the cost and maintenance of the subscription and the appurtenant equipment; provided that no antennas or satellite dishes may be installed except in compliance with Paragraph 19 of this Part G below. A Residence Owner who obtains cable or satellite service through the Residential Association (in the event the Residential Association were to provide such service, at its sole discretion) is responsible for the proper use, maintenance, and return of cable connections or equipment. No additional exterior cable lines may be connected to the Residence.

15. Utilities. A Residence Owner will conserve the use of utilities furnished through the Residential Association, including water consumption within its Residence.

16. No Right to Vent or Cut Into, Chases, etc. Notwithstanding any provision hereof to the contrary, under no circumstances whatsoever, may any Residence Owner, directly or indirectly, vent or cut into any chute, duct, conduit or vertical chase or any plumbing that serves a Residence.

17. Signage; Advertising. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of a Residence or on any Residential Common Element whatsoever, without the prior written consent of the Residential Association.

18. Electrical and Plumbing Facilities. Residence Owners shall not overload existing electrical circuits and plumbing facilities in its Residence.

19. Antennas. The Residential Association and Residential Manager shall not prohibit the installation, maintenance or use of antennas used to receive video programming as described in the Over-the-Air Reception Devices Rule adopted by the Federal Communications Commission. A Residence Owner or a Residential Tenant shall be permitted to install or maintain video antennas, including direct-to-home satellite dishes less than one meter in diameter, TV antennas and wireless cable

antennas on Balcony Areas, subject to reasonable safety rules established by the Residential Association from time to time; provided, however that no such antennas or satellite dishes, or other aerial, tower or similar structure shall be erected on, or fastened to, the roof, any exterior wall of a Residence or on any portion of the Residential Common Elements, without the prior written consent of the Residential Association. Prior to the installation of any antennae, satellite dishes or other similar receptive device permitted under this Section of the Residential Regulations, each Residence Owner or Residential Tenant shall execute an agreement substantially in accordance with the document attached as Attachment E to these Residential Regulations.

20. Window Air Conditioning Residences. No window heating or air conditioning unit shall be installed within any Residence or Residential Common Element.

21. Infestation. No Residence Owner shall permit or suffer the infestation of its Residence by pests, insects, rodents, or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the Residential Association as soon as the Residence Owner is aware of same, will render such Residence Owner liable for all costs and expenses incurred in having to eradicate such infestation.

22. Compliance with Laws. EACH RESIDENCE OWNER SHALL PROMPTLY AND FULLY COMPLY WITH ANY AND ALL LEGAL REQUIREMENTS WITH RESPECT TO THE OCCUPANCY AND USE OF A RESIDENCE.

H. GENERAL USE AND MAINTENANCE OF RESIDENTIAL COMMON ELEMENTS

1. Intended Use. Each area on the Residential Property may be used only for its intended and obvious purpose. For example, walkways, stairways, sidewalks, elevators, and driveways are used exclusively for purposes of access and emergency egress, not for social congregation or recreation.

2. Access Cards. Admittance to the garage and buildings may require use of a remote controlled gate opener or coded access card (collectively, "Access Card"), in which case an appropriate Access Card will be issued to Owners through the Residential Management Office. To obtain an Access Card, an Owner must provide the Residential Manager with evidence of ownership of a Residence. Access Cards are personal to the person to whom they are issued, and may not be transferred or assigned except to Residential Tenants. Any person in possession of an Access Card shall, upon request of the Residential Association, produce a valid driver's license or other picture identification. An Access Card found in the possession of a person to whom it is not issued will be confiscated. Replacement of a lost or confiscated Access Card, or the purchase of an additional Access Card, requires payment of a fee set by the Residential Board of Directors. The Residential Management Office shall issue no more than two Access Cards per Residence without the special consent of the Residential Board of Directors.

3. Limited Recreation Areas. The Facilities described in these Residential Regulations are the only recreational facilities at the Residential Condominium. No other portions of the Residential Common Elements may be used for recreation, sports, exercise, or play.

4. Hallways. No item or object of any type, may be stored, placed, or maintained anywhere on the Residential Common Elements or within the Master Common Elements, including hallways and stairwells, except as authorized by the Residential Association or with the Residential Association's prior written consent. A Residence Owner may not decorate or customize the exterior of such Residence Owner's front door. Items of personal property found on Residential Common Elements or Master Common Elements are deemed abandoned and may be disposed of by the Residential Association or the Residential Manager.

5. Balcony Areas. Although items or objects such as doormats, furniture, plants and decorative items may be placed on the Balcony Areas, the Residential Association or Residential Manager reserves the right to determine whether a Balcony Area is unsightly or cluttered, and may at their sole discretion request the removal of such items. A Residence Owner who does not remove such items in a reasonably timely manner may be subject to the disposal of such items by the Residential Association, provided that neither the Residential Association nor Residential Manager shall be liable for any claims or losses by an Residence Owner arising from the entry of its Residence by the Residential Association or Residential Manager and the disposal of such items in the Balcony Area appurtenant thereto.

6. Use of Elevators. The Residential Association may designate one of the Residential Condominium's elevators for use as a casual (service) elevator to be used by residents: (a) accompanied by pets; or (b) carrying parcels, bags or moving any item.

7. Fire and Safety. No person may use, tamper with, pry open, or modify any fire or safety equipment on the Residential Property, including alarms, extinguishers, monitors, and self-closing doors. All Residence Owners shall be responsible for reporting damaged or missing sprinkler heads or smoke detectors within its Residence to the Residential Association or Residential Manager.

8. Landscaping. No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on or within the Residential Common Elements, or place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the Residential Common Elements, without the prior written consent of the Residential Association. Digging, planting, pruning, and climbing in any landscaped areas are expressly prohibited.

9. Clotheslines. No hanging or drying of clothes shall be allowed on (or within) any portion of the Residential Common Elements, and no pulley clothesline or similar device shall be affixed to or used in connection with any Residence or Residential Common Element.

10. Waste Disposal; Plumbing Damage. No one shall place, leave or permit to be placed or left in or upon the Residential Common Elements any waste, debris, refuse or garbage except in the areas designated by the Residential Association or the Residential Manager as a central garbage depository, and only on those days and times as are designated by the Residential Association or the Residential Manager from time to time. Water shall not be left running unless in actual use; and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into any toilet, sink or drain. Any damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the Residence Owner causing such damage.

I. COMMUNITY ETIQUETTE

1. Courtesy. Each Residence Owner will endeavor to use its Residence and the Residential Common Elements in a manner calculated to respect the rights and privileges of other Residence Owners. Each Residence Owner will refrain from conduct that may reasonably be expected to inconvenience, embarrass, or offend the average Residence Owner in the Residential Condominium.

2. Visitors. Visitors to Residences may be required to register at the lobby desk and each Residence Owner is responsible for guests' compliance with the Residential Regulations.

3. Code of Conduct. Residence Owners will conduct themselves in a civil manner when dealing with the Residential Association's officers, directors, committee members, Residential Manager, employees, contractors, agents, and other Residence Owners. In return, the Residence Owners are due the

same courtesy and civility. The following actions are expressly prohibited: (a) verbal abuse; (b) insults and derogatory name-calling; (c) cursing; (d) aggressive or threatening behavior; (e) hostile touching or physical contact; (f) sexual harassment; (g) posting correspondence on the doors of directors and officers; and (h) phone calls that are designed, by their tone, time, or frequency, to harass or intimidate. No person has the right to abuse another, or the duty to tolerate abuse.

4. Residential Association Employees. Residence Owners may not instruct, direct, or supervise the Residential Association's or Residential Manager's employees and agents, unless directed to do so by the Residential Board of Directors. Residence Owners may not interfere with the performance of duties by Residential Association employees, and will refrain from monopolizing the time or attention of Residential Association employees.

5. No Hiring of Employees. The employees and agents of the Residential Association and Residential Manager are not permitted or authorized to render personal services, outside the scope of services provided by the Residential Manager to Residence Owners. The Residence Owners will not request or encourage employees or agents to violate this provision.

6. Communications among Residence Owners. The Residential Association bears a duty to balance the right of members to communicate with each other against the desire of the Residence Owners and Residential Tenants to be free of uninvited solicitations and misleading communications. To achieve that balance, oral and written communications that are intended for delivery to more than one Residence Owner are subject to this section.

(a) Without the Residential Board of Directors' prior written permission, Residence Owners may not communicate with others in a manner that may give the impression of having been approved or sanctioned by the Residential Association. In communicating with other Residence Owners, the issuer should identify himself and state that the communication has not been sanctioned by the Residential Association.

(b) Without the Residential Board of Directors' prior written permission, a person may not distribute handbills or hand-deliver written communications to mailboxes, Residence doors, or car windshields.

(c) Without the Residential Board of Directors' prior written permission, a person may not solicit information, endorsements, or money from Residential Tenants, or circulate petitions, except via the U.S. mail.

7. Attire. Residence Owners must wear neat and clean street attire in the elevators, lobby, and other Residential Common Elements. Residence Owners are prohibited from wearing lingerie and pajamas as outerwear, or being barefoot in the Residential Common Elements.

8. Annoyance. Residence Owners will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residence Owners, their guests, or the Residential Association's employees and agents.

9. Noise and Odors. Each Residence Owner will exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb other Residence Owners.

10. Quiet Hours. Between the hours of 10:00 p.m. and 6:00 a.m., Residence Owners shall refrain from activities that are likely to create a noise disturbance for Residence Owners of adjoining

Residences. Examples of such activities include hammering, playing musical instruments, and aerobic exercise. During these hours, Residence Owners must also try to modulate their conversations and entertainment equipment to avoid disturbing Residence Owners in adjoining Residences.

11. Reception Interference. Residence Owners will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on or about the Residential Property.

12. Packages. Each Residence Owner agrees that the Residential Association is not responsible for any item or article left with or delivered to the Residential Association's employees or agents on behalf of such Residence Owner.

13. Wildlife. Feeding of birds, squirrels, or any wildlife is prohibited on Residential Common Elements or the Master Common Elements.

14. Smoking. The smoking of tobacco products is permitted in the individual Residences and on Balcony Areas. All cigarette and cigar butts shall be disposed of properly and may not be thrown off Balcony Areas or out windows. Smoking is prohibited in the Residential Common Elements and the Master Common Elements, including any elevators, hallways, lobbies, public terraces, the Residential Management Office, laundry facilities, entry foyers and outside of building entrances.

15. Resolution by Arbitration. All disagreements between a Residence Owner and the Residential Association as a representative of another Residence Owner, with regard to whether or not noises, odors or particular conduct are loud, disturbing, objectionable or otherwise annoying as contemplated in these Residential Regulations shall constitute a "Dispute" as defined in the Residential Declaration and shall be resolved in accordance with the terms therein.

J. USE OF GUEST FACILITIES

1. Guest Facilities. Rooms 1209 and 1210 on the twelfth floor of the Building (the "Facilities"), shall be available for special bookings for guests of Owners in accordance with rules and regulations set by the Association.

2. Access to Guest Facilities. The Association may, in its sole and absolute discretion, restrict the use of the Facilities by requiring pre-scheduling and limiting the amount of time available to each Owner to ensure fair access. The use of the Facilities is subject to compliance with these Residential Regulations and any other Posted Rules at the Facility.

3. Guests. Each Owner agrees to assume all responsibility for the care, safety and well being of such Owner's guest or invitee relating to the use of the Facilities. The right of an Owner to share the use of Facilities with such Owner's guests or invitees is at all times subject to the immediate termination by the Board of Directors if the Governing Documents are violated, or if such termination is deemed by the Board of Directors to be in the Association's best interests.

4. Number of Guests. The Owners of a Unit, collectively, at any one time, may not have more than three adult guests using room 1209 or three adult guests using room 1210.

5. Suspension of Privileges. The Board of Directors may suspend use of the Facilities by any Owner or guest who violates these Regulations in relation to any Facility more than two times within a 12-month period. The length of the suspension will be determined solely by the Board of Directors, taking into consideration the Facility in question and the nature and frequency of the violations. Notice of

such suspension will be delivered in writing and will entitle the suspended Facility user to a hearing before the Board of Directors.

6. Suspension for Nonpayment. The Board of Directors may suspend use of the Facilities by an Owner or by the occupants of that Owner's Unit and its guests for any period during which Assessments against that Unit are unpaid.

7. Reservation. Such Facilities may be reserved through the Manager for a specific date not more than 60 days prior to such date. Advance notice of at least one week should be given for any reservation. The Association may charge a fee for the reservation and use of such Facilities, in addition to a refundable deposit.

8. Use Agreement and Deposit. The Association may require the Owner to sign a use agreement and deliver a refundable deposit in connection with such reservations.

9. Use or Function. In connection with a reservation, the Association may require the Owner to describe the purpose for which the Facilities will be used. The right of Owners to reserve such Facilities for private use is subject to the right of the Board of Directors to prohibit or condition certain uses or functions or to require additional security deposits.

10. Cleaning. An Owner who has exclusive use of a Facility must restore the Facility to a neat and clean condition within two hours after the end of the period reserved or no later than 10:00 a.m. the next day following an evening use. The Association shall have the right to require a deposit in connection with an Owner's reservation of a Facility, and if the condition of the Facility is not satisfactory upon Manager's inspection, the cost of cleaning or repairs may be set by the Board of Directors.

11. Release. Although all Owners, guests and invitees are required to sign releases of liability releasing and holding harmless the Association, Board of Directors, employees and Manager from any and all liability, claims, losses, and actions arising out of or in connection with the use of any of the Facilities, the mere use of such Facilities, in and of itself, by any person shall constitute a full and complete release and indemnification of the Association, Board of Directors, employees and Manager arising out of and in connection with any such activities. **THE ASSOCIATION EXPRESSLY DISCLAIMS AND DISAVOWS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY OF THE FACILITIES OR ANY EQUIPMENT ASSOCIATED WITH THE FACILITIES.**

12. Risk. Each Owner uses the Facilities and other Common Elements at such Owner's own risk. The Facilities are unattended and unsupervised. Each Owner is solely responsible for such Owner's own safety and that of such Owner's guests. The Association disclaims any and all liability or responsibility for property damage, injury or death occurring from use of the Facilities.

K. CONSTRUCTION AND ARCHITECTURAL CONTROL

1. Prohibited Changes to Residential Common Elements and Master Common Elements. Without the prior written approval of the of Residential Board of Directors, a Residence Owner may not change, remodel, decorate, destroy, or improve the Residential Common Elements or do anything to change the appearance of the Residential Common Elements, including the hallway entry door, or the hallway appurtenant to the Residence. Without the prior written approval of the of the Master Board of Directors, a Residence Owner may not change, remodel, decorate, destroy, or improve the Master Common Elements or do anything to change the appearance of the Master Common Elements, including

the Balcony Area. In the event the area is both a Residential Common Element and a Master Common Element, it will be treated as a Master Common Element for purposes of this sub-paragraph.

2. Prohibited Changes to Residence. Without prior written approval of the Residential Board of Directors, a Residence Owner may not make structural alterations or modifications to the Residence or any alterations or modifications to its Balcony Area. No Residence Owner may alter, add or improve or change the size or location of any Residential Parking Space or any Residential Storage Space without the prior written consent of the Residential Association.

3. Removing Padded Flooring. Without prior written authorization of the Residential Board of Directors, it is prohibited: (a) to replace carpeting with any flooring material other than padded carpeting, (b) to replace cushioned vinyl with any material other than carpeting or cushioned vinyl, and (c) to replace padded hardwoods or padded tile with any material that is not padded or cushioned.

4. Windows and Doors. The front doors of Residences must conform to the building standard unless otherwise approved in advance by the Residential Board of Directors. No awnings, shades or shutters shall be erected over or outside any windows or Balcony Area appurtenant to any Residence, and no exterior doors shall be removed, replaced or changed in any way, without the prior written consent of the Residential Association and the Master Association. All window treatments visible from the exterior of the Residence shall be light in color. Foil is not permitted in the exterior of any window or door. Nothing shall be placed on the outside of window sills or projections, or upon any patio railings, without the prior written consent of the Residential Association. Nothing shall be thrown or swept out of any windows or doors, and no mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any windows or doors, or any portion of the Residential Common Elements. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the Residential Common Elements. If applicable, window mullions (the strips that divide a glass into smaller panes) may not be removed. A Residence Owner may not alter the color or appearance of the glass surfaces in the Residence's windows from the building standard.

5. Balcony Floors. Because certain materials trap moisture which deteriorates the balcony structure, the floors of Balcony Areas may not be covered or resurfaced without the Residential Association's prior written permission. The Residential Association prohibits the use of carpeting on Balcony Areas.

6. Screen Doors. Subject to provisions of paragraph 4 above, a Residence Owner is permitted to install screen doors over the Residence's sliding glass doors, provided the screen door is obtained and maintained solely at the Residence Owner's expense. Color of screen material must conform to building standard. Contact the Residential Management Office for specifications and applications.

7. Application for Residential Board of Directors' Approval and Master Board of Director Approval. As part of the application to the Residential Board of Directors and/or the Master Board of Directors for its written consent for any alteration or modification, a Residence Owner must submit to the Residential Manager complete plans and specifications showing the nature, kind, shape, size, materials, colors, connection to condominium systems and location for all proposed work, and any other information reasonably requested by the Residential Board of Directors and/or Master Board of Directors.

8. Construction Hours. Without the Residential Association's prior permission, no construction may be performed in any Residence by any person except between the hours of 8:30 a.m. and 5:00 p.m. on business days. This rule is intended to prevent disturbances by construction-related

utility cutoffs, noise, odors, workmen, and activity between 5:00 p.m. and 8:30 a.m. and on Saturday, Sunday or holidays.

9. Understanding and Agreement Concerning Contract Work. As a condition to the Residential Association's approval of any construction work hereunder, the Residence Owner and the Contractor must execute and deliver to the Residential Board of Directors an agreement substantially in the form of the document attached as Attachment D to these Residential Regulations. All debris or construction material must be disposed of in the trash dumpsters located on the ground floor of the Residential Condominium and not in any of the trash chutes, nor shall any such material be collected by valet services.

L. TRASH DISPOSAL

1. General Duty. Residence Owners will endeavor to keep the Residential Property clean and will dispose of all refuse in receptacles for that purpose and may not litter Residential Common Elements. Garbage shall be disposed of by leaving all garbage during such times and on such days as are designated by the Residential Association for garbage pickup or through the use of the trash chute located on the Residential Property.

2. Hazards. Trash may not be left anywhere on the Residential Property other than in the designated receptacles. Residence Owners may not place lighted or smoldering items, including cigarettes, in such designated trash receptacles. Residence Owners may not store trash inside or outside its Residence in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Trash chutes may not be used to dispose of building materials.

3. Trash. Residence Owners must place trash in a sealed or tied container or bag before putting it in the trash chute or any designated trash receptacle. Large boxes and bulky objects must be placed neatly in secured containers on the loading dock or such other place designated for such items. Construction material, solvents, paints, and other toxic waste must be removed from the Residential Property by the Residence Owner or such Residence Owner's contractor. If provided, a separate receptacle for newspapers should be used.

4. Excess Trash. A Residence Owner will place trash entirely within a container, and may not place trash outside, next to, or on top of a container. If a container is full, the Residence Owner should locate another container or hold the trash. Boxes and large objects should be crushed or broken down before placed in a container. A Residence Owner must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

5. Closing the Trash Chute. A Residence Owner must make certain that the door to the trash chute is securely closed after using it.

M. PETS

1. Subject to Residential Regulations. Residence Owners may not keep or permit on the Residential Property a pet or animal of any kind, at any time, except as permitted by these Residential Regulations and the Residential Governing Documents. Additionally, all pets must conform to any applicable animal control ordinances or laws, a copy of which may be made available in the Residential Management Office.

2. Pet Agreement. Residence Owners must complete a pet registration form furnished by the Residential Management Office when a pet is acquired or within seven days after taking up occupancy on the Residential Property.

3. Pets Banned in Parking or Residential Storage Space. Although permitted pets may be kept in Residences that are Residence Owner or Residential Tenant occupied, pets are not allowed in any Residential Parking Space or Residential Storage Space at any time.

4. Permitted Pets. Subject to these Residential Regulations, a Residence Owner (and a Residential Tenant with such Residence Owner's consent) may keep in a Residence up to 2 housepets (other than aquarium fish). Permitted housepets are limited to domesticated dogs, cats, caged birds, and aquarium fish. If required by any law, ordinance, government rule or regulation, any such pet(s) must be appropriately vaccinated, to include rabies, and licensed through the appropriate municipal or city department.

5. Prohibited Animals. No Residence Owner may keep a dangerous or exotic animal, trained attack dog, or any other animal determined by the Residential Board of Directors in its sole discretion to be a potential threat to the well-being of people or other animals. No animal or housepet may be kept, bred, or maintained for any commercial purpose. Pets or animals belonging to guests, friends, or relatives of Residence Owners are prohibited, even for short visits or temporary stays.

6. Indoors/Outdoors. A permitted pet must be maintained inside the Residence, and may not be kept in a Balcony Area, Residential Parking Space or Residential Storage Space. No Residence Owner may confine a pet to a Balcony Area when the Residence Owner is absent from the Residential Property, and no Residence Owner may use a Balcony Area as a latrine area for a pet.

7. Leashes. Pets must be leashed or carried while in Residential Common Elements or the first floor elevator lobby. No pet may be leashed to a stationary object on the Residential Common Elements.

8. Disturbance. Pets must be kept in a manner that does not disturb another Residence Owner's rest or peaceful enjoyment of its Residence or any Person elsewhere on the Property, outside of the Residence. No pet may be permitted to bark, howl, whine, screech or make other loud noises for extended or repeated periods of time, or to create a nuisance, odor, unreasonable disturbance or noise.

9. Damage. Residence Owners are responsible for any property damage, injury, or disturbance such Residence Owner's pet may cause or inflict and must compensate any person injured or otherwise damaged by such Residence Owner's pet. A Residence Owner who keeps a pet at the Residential Condominium is deemed to indemnify and agrees to hold harmless the Master Board of Directors, the Master Association, the Master Unit Owners, the Residential Board of Directors, the Residential Association, and other Residence Owners and Residential Tenants, from any loss, claim, or liability of any kind or character whatever resulting from any action of such Residence Owner's pet or arising by reason of keeping or maintaining the pet at the Residential Condominium.

10. Dog Walk and Pooper Scooper. Pets must only use designated areas to relieve themselves. Residence Owners are responsible for the removal of pet's wastes from the Residential Property. The Residential Board of Directors may levy a fine against a Residence and its Residence Owner each time feces or urine are discovered on the Residential Common Elements and attributed to an animal in the custody of such Residence Owner. The Master Board of Directors may levy a fine against a Residence and its Residence Owner each time feces or urine are discovered on the Master Common Elements and attributed to an animal in the custody of such Residence Owner.

11. Removal. If a Residence Owner or such Residence Owner's pet violates these Residential Regulations, or if a pet creates a nuisance, odor, unreasonable disturbance, or noise, the Residence Owner or person having control of the animal may be given a written notice by the Residential Board of Directors to correct the problem. After the first written warning, a fine in the amount of at least \$50 shall be levied for all future violations. If violations occur repeatedly, the Residence Owner, upon written notice from the Residential Board of Directors, may be required to remove the pet. Each Residence Owner agrees to permanently remove the violating animal of such Residence Owner from the Residential Condominium within ten days after receipt of such removal notice from the Residential Board of Directors.

12. Complaints. Any complaints about pets or Residence Owners violating these Residential Regulations shall be made in writing and identify the type of infraction, the date of infraction, and must be signed by the witness to the infraction.

13. Staff. The staff of the Residential Condominium are prohibited, while on duty, to walk or care for pets. Residence Owners are requested not to ask the staff to assist them with their pets. Emergency situations requiring staff assistance will be left to the sole discretion of the Residential Manager.

14. Compliance. Pets with a physical handicap or, to the extent permitted by applicable law, Residence Owners who have a physical handicap which would prevent them from complying with these rules, must receive a variance by the Residential Board of Directors or Residential Manager.

N. MOVING

1. Notice. The time and date of all moves must be scheduled in advance with the Residential Management Office. A Residence Owner, other than Residential Declarant, must give the Residential Manager at least ten days prior written notice of any move of furniture, appliances, or other large or heavy objects to or from the Residence.

2. Times. Moves must be performed between 8:30 a.m. and 7:00 p.m. on business days. It is the Residence Owner's duty to notify such Residence Owner's movers about this Rule.

3. Deposits. If applicable, to schedule a move and reserve an elevator may require payment of a deposit which shall be set by the Residential Board of Directors. Such deposit will be refunded within ten days after the move if the move did not damage any Residential Common Elements.

4. Insurance. The moving company must provide a certificate of insurance for required coverages in amounts to be determined by the Board.

O. MISCELLANEOUS

1. Right to Hearing. A Residence Owner may request in writing a hearing by the Residential Board of Directors regarding an alleged breach of these Residential Regulations by the Residence Owner or any person for whom the Residence Owner is responsible. The Residential Board of Directors will schedule a hearing within ten days after receiving the Residence Owner's written request. At the hearing, the Residential Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Residence Owner may attend the hearing in person, or may be represented by another person or written communication.

2. Mailing Address. A Residence Owner who receives mail at an address other than the address of such Residence Owner's Residence is responsible for maintaining with the Residential Association such Residence Owner's current mailing address. A Residence Owner who changes such Residence Owner's name or mailing address must notify the Residential Manager in writing within 15 days after the change. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Residence Owners by the Residential Governing Documents will be sent to a Residence Owner's most recent address as shown on the records of the Residential Association. If a Residence Owner fails to provide a forwarding address, the address of that Residence Owner's Residence is deemed effective for purposes of delivery.

3. No Waiver. The failure of the Residential Association to enforce a provision of these Residential Regulations does not constitute a waiver of the right of the Residential Association to enforce such provision in the future.

4. Severability. If any term or provision of these Residential Regulations is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect any other term or provision of these Residential Regulations.

5. Amendment of Residential Regulations. These Residential Regulations are subject to being revised, replaced, amended or supplemented by an affirmative vote of at least 51% of the Residential Board of Directors. Upon any such revision, a copy of the revisions will be delivered to each Residence Owner. Residence Owners are urged to contact the Residential Management Office to verify the Residential Regulations currently in effect on any matter of interest. These Residential Regulations will remain effective until ten days after the Residential Association delivers to a Residence Owner of each Residence notice of amendment to or revocation of these Residential Regulations. The notice may be published and distributed in an Residential Association newsletter or other community-wide publication.

6. Other Rights. These Residential Regulations are in addition to all rights of the Residential Association under the other Residential Governing Documents and the laws of the State of Texas.

PART II

RULES GOVERNING COLLECTION AND FINING

A. COLLECTION RULES AND PROCEDURES

To the extent permitted by applicable law:

1. Due Date. A Residence Owner will timely and fully pay all Residential Assessments in accordance with the provisions of the Master Declaration and the Residential Declaration. Monthly Residential Assessments are due and payable on the first calendar day of each month. Special Residential Assessments and Individual Residential Assessments are due at the reasonable direction of the Residential Board of Directors.

2. Delinquent. Any Residential Assessment that is not fully paid when due is delinquent. When the account of a Residence becomes delinquent, it remains delinquent until paid in full. The defaulting Residence Owner is liable to the Residential Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees and other reasonable costs and attorneys' fees incurred by the Residential Association in collecting the delinquency.

3. Late Fees and Interest. If the Residential Association does not receive full payment of a Residential Assessment by 5:00 p.m. on the fifth calendar day following the due date, the Residential Association may collect interest at the Past Due Rate until the delinquency is paid in full.

4. Insufficient Funds. The Residential Association may levy a charge of at least \$25 or the actual bank charge, whichever is greater, against a Residence Owner if the check on which payment is made is returned to the Residential Association marked "insufficient funds" or the equivalent.

5. Delinquency Notices. If the Residential Association has not received full payment of a Residential Assessment by the due date, the Residential Association may send one or more written notices of nonpayment to the defaulting Residence Owner stating the amount delinquent. Such delinquency-related correspondence may state that if full payment is not timely received, the Residential Association may pursue any or all of the Residential Association's remedies under state law at the sole cost and expense of the defaulting Residence Owner.

6. Collection by Residential Association's Attorney. After giving the Residence Owner notice of the delinquency, the Residential Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Residence Owner will be liable to the Residential Association for its legal fees and expenses.

7. Collection Agency. The Residential Board of Directors may employ or assign the delinquency to one or more collection agencies.

8. Notification of Residential Mortgagee. The Residential Association may notify the Residence Owner's Residential Mortgagee of the default in payment of any Residential Assessment.

9. Notification of Credit Bureau. The Residential Association may file a report on the defaulting Residence Owner with one or more credit reporting services.

10. Notice of Lien. The Residential Association may cause a notice of the Residential Association's assessment lien against the Residence to be publicly recorded. A copy of the notice of lien will be sent to the defaulting Residence Owner, and may be sent to its Residential Mortgagee.

11. Right to Accelerate. If a Residential Assessment is payable in installments and if a Residence Owner defaults in the payment of any installment, the Residential Association may declare such Residential Assessment in default and accelerate the due date on all remaining installments of that Residential Assessment.

12. Notice to Residence Owner. A Special Residential Assessment or Individual Residential Assessment payable in installments may be accelerated only after the Residential Association gives the Residence Owner at least 15 days prior notice of the default and the Residential Association's intent to accelerate the unpaid balance if the default is not cured within such notice period.

13. No Duty to Reinstate. Following acceleration of a Residential Assessment payable in installments, the Residential Association has no duty to reinstate the installment program upon payment by the Residence Owner of any delinquent installment.

14. Foreclosure of Lien -- Nonjudicially. The Residential Board of Directors may instruct an attorney, officer or agent of the Residential Association to notify the defaulting Residence Owner of the Residential Association's intent to foreclose its assessment lien, to post the property for sale at public

auction, and to conduct a public auction of the Residence on the steps of the county courthouse in accordance with the Act, the Residential Governing Documents and all other requirements of state law.

15. Foreclosure of Lien -- Judicially. The Residential Association may file suit against the Residence Owner for judicial foreclosure of the Residential Association's assessment lien. This action may be combined with a claim against the Residence Owner for recovery of a money judgment.

16. Suit Against Residence Owner. Whether or not the Residential Association forecloses the Residential Association's assessment lien, the Residential Board of Directors may elect to file suit to recover delinquent Residential Assessments against the defaulting Residence Owner and the Residence Owner shall be personally liable for any judgment obtained by the Residential Association.

17. Possession Following Foreclosure. If the Residential Association purchases the Residence at public sale, the Residential Board of Directors may immediately institute appropriate actions to recover possession of the Residence.

18. Application of Payments. All payments received by the Residential Association may be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose: (a) collection costs and attorneys fees; (b) fines; (c) reimbursable expenses; (d) late charges and interest; (e) delinquent Special Residential Assessments or Individual Residential Assessments; (f) delinquent Monthly Residential Assessments; (g) current Special Residential Assessments or Individual Residential Assessments; and (h) current Monthly Residential Assessments.

19. Form of Payment. The Residential Association may require that payment of delinquent Residential Assessments be made only in the form of cash, cashier's check, or certified funds.

20. Partial and Conditioned Payment. The Residential Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Residential Board of Directors' policy for applying payments. The Residential Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Residential Association occurs when the Residential Association posts the payment to the Residence's account. If the Residential Association does not accept the payment at that time, it will promptly refund the payment to the payor. A payment that is not refunded to the payor within 30 days after being deposited by the Residential Association may be deemed accepted. The acceptance by the Residential Association of partial payment of delinquent Residential Assessments does not waive the Residential Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations or the Residential Association's right to apply payments pursuant to any rights herein granted.

21. Notice of Payment. If the Residential Association receives full payment of the delinquency after recording a notice of lien, the Residential Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Residence Owner; provided, however, the Residence Owner prepays the reasonable cost of preparing and recording the release.

22. Notification of Credit Reporting Agency. If the Residential Association receives full payment of the delinquency after reporting the defaulting Residence Owner to a credit reporting service, the Residential Association will report receipt of payment to that credit reporting service.

23. Limited Right of Redemption. If the Residential Association buys a Residence at the non judicial foreclosure sale of its assessment lien, the Residential Association's Residence Ownership is

subject to a 90 day right of redemption by the Residence Owner as provided by the Act and the Residential Declaration.

24. Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board of Directors, unless a majority of the Board of Directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board of Directors' meeting. Because of the potential for inadvertently effecting a waiver of the provisions of this policy, the Board of Directors will exercise extreme caution in granting adjustments to an Residence Owner's account.

25. Utility Shut-Off. Pursuant to Part III hereof, the Residential Association may terminate utility service to the Residence for which Residential Assessments used to pay the cost of that utility are delinquent.

B. FINING RULES AND PROCEDURE

1. Policy. The Residential Association uses fines to discourage violations of the Residential Governing Documents and to encourage present and future compliance when a violation does occur, not to punish violators or generate revenue for the Residential Association.

2. Residence Owners Liable. A Residence Owner is liable for fines levied by the Residential Association for violations of the Residential Governing Documents whether the Residence Owner commits the violation or guests or other invitees of such Residence Owner commit the violation. Regardless of who commits the violation, the Residential Association will direct its communications to the Residence Owner, although the Residential Association may also send copies of its notices to the actual violator.

3. Violation Notice. Before levying a fine, the Residential Association will give the Residence Owner a written violation notice and an opportunity for a hearing. The Residential Association's written violation notice will contain the following items: (a) the date the violation notice is mailed or prepared; (b) a description of the violation; (c) a reference to the rule being violated; (d) a description of the action required to cure the violation; (e) the amount of the fine; (f) a statement that not later than the 30th day after the date of the violation notice, the Residence Owner may request a hearing before the Board of Directors to contest the fine; and (g) the date the fine attaches or begins accruing.

4. New Violation. If the Residence Owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the notice will state a specific date by which the violation must be cured to avoid the fine, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.

5. Repeat Violation. In the case of a repeat violation, the notice will state that, because the Residence Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the fine attaches from the date of the violation notice.

6. Right to Hearing. A Residence Owner may request in writing a hearing by the Board of Directors regarding the alleged breach of the Residential Governing Documents. The Board of Directors has 10 days after receiving the Residence Owner's request for a hearing to give the Residence Owner notice of the time, place and date of the hearing. The hearing must be scheduled for a date within 45 days from the date the Residential Association receives the Residence Owner's request and should be scheduled to provide a reasonable opportunity for both the Board of Directors and the Residence Owner

to attend. The Residence Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board of Directors. At the hearing the Board of Directors will consider the facts and circumstances surrounding the violation and the Residence Owner may attend in person, or may be represented by another person or written communication.

7. Committee of Board of Directors. The Board of Directors may appoint a committee comprised solely of directors, and having at least three members, to serve as the Board of Directors at violation hearings. The Board of Directors will be bound by the decision of the Board of Directors committee. Such a committee may be appointed on an ad hoc basis.

8. Levy of Fine. Within 30 days after levying the fine, the Residential Association must give the Residence Owner notice of the levied fine. If the fine is levied at the hearing at which the Residence Owner is actually present, the notice requirement will be satisfied if the Board of Directors announces its decision to the Residence Owner at the hearing; otherwise, the notice must be in writing.

9. Amount. The Residential Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Residential Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Residential Governing Documents.

10. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis beginning on the start date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

11. Collection of Fines. The Residential Association is not entitled to collect a fine from a Residence Owner to whom it has not given notice and an opportunity to be heard. The Residential Association may not foreclose its assessment lien on a debt consisting solely of fines. The Residential Association may not charge interest or late fees for unpaid fines.

12. Effective Date. These fining rules will become, effective 10 days after the Residential Association delivers, or causes to be delivered, a copy of these Residential Regulations to a Residence Owner of each Residence as shown on the records of the Residential Association.

13. Amendment of Policy. These fining rules will remain effective until 10 days after the Residential Association delivers, or causes to be delivered, to a Residence Owner of each Residence notice of amendment to or revocation of these Residential Regulations. The notice may be published and distributed in a Residential Association newsletter or other community-wide publication.

PART III

UTILITY RULES

1. Background. These utility shut-off rules are based on any applicable requirements of the Residential Governing Documents, the rules of the governing public utility commission for discontinuance of master-metered utilities, and any applicable state or local law. The Residential Association intends for these rules to comply with state laws and local ordinances relating to discontinuance of utilities to a Residence.

2. Content of Notices. Before terminating a utility servicing a Residence, the Residential Association shall give three written notices to the Residence Owner. Two of those notices will also be

given to the Residence Tenant, if any. All notices will prominently display "UTILITY SHUT-OFF," "TERMINATION NOTICE," or similar language. All notices will also contain the following: (a) the amount of past due Residential Assessments, interest, late fees, and collection costs; (b) the form and place of payment; (c) the date by which payment must be received to avoid utility shut-off; (d) a statement that the utility will be shut-off on or after a stated date; and (e) the exact location where the Residential Tenant or Residence Owner may go during normal working hours to make arrangements for payment of the delinquency and for reconnection of the Residence utility.

3. First Notice. In addition to the above requirements, the first notice must invite the Residence Owner to a scheduled hearing before the Board of Directors. The notice must state the time, date, and place of the hearing to which the Residence Owner is invited. The hearing date must be at least ten days after the date the notice is given.

4. Hearing. Pending the hearing, the Residential Association may continue to exercise its other rights and remedies for collection of the delinquency, as if the declared default were valid. The invitation to a hearing suspends only the termination of service. The hearing will be held in a closed or executive session of the Board of Directors. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the delinquency. The Residence Owner may attend the hearing in person, or may be represented by another person or written communication. No audio or video recording of the hearing may be made. The minutes of the hearing must contain (a) a copy of the invitation notice, (b) proof of delivery to the Residence Owner, or a statement by the person handling delivery of its time, date, and method; and (c) a statement of the results of the hearing. If the Residence Owner appears at the hearing, the notice requirements will be deemed satisfied.

5. Second Notice. If full payment is not received by the date of the hearing, the Board of Directors will give a second written notice to the Residence Owner and Residential Tenant, if any, as provided in paragraph 2 above. The second notice must be given at least five days before the scheduled shut-off.

6. Third Notice. At least one day prior to the scheduled termination, the Board of Directors will give a third and final written notice to the Residence Owner and Residential Tenant, if any, if full payment has not been received. The third notice will contain the same information as the second notice.

7. Delivery of Notices to Residence Owner. The Residential Association will deliver all three notices to the Residence's Residence Owner. If the Residence Owner lives at the Residential Condominium, the notices may be hand-delivered to the Residence Owner or posted on the Residence Owner's door in a sealed envelope, provided the first notice is also sent by certified mail return receipt requested. If the Residence Owner does not live at the Residential Condominium, all three notices will be sent by certified mail return receipt requested. Additional copies may be delivered by regular mail, e-mail, or fax transmission.

8. Delivery of Notices to Non-Residence Owner Tenant. If the Residence is not occupied by the Residence Owner, the Residential Association will deliver copies of the second and third notices to the Residence Owner's Tenant. The notices may be hand-delivered to the Residential Tenant or posted on the Residence door in a sealed envelope. Additional copies may be delivered by regular mail, e-mail, or fax transmission.

9. Calculating Days. In calculating days, the day after the date on which a notice is post-marked or posted on the door, as the case may be, is deemed "Day One."

10. Shut-Off Fees. At the time of the second notice, a charge of \$75 will be assessed against the Residence Owner and such Residence Owner's Residence for costs related to the shut-off. To avoid the shut-off after the second notice is given, the Residence Owner must immediately pay all utility-related Residential Assessments owed to the Residential Association, including the \$75 shut-off fee. The Residence Owner solely bears the cost of discontinuing and restarting any Residence utility.

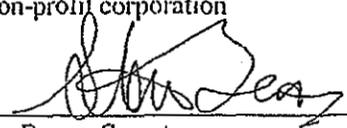
11. Form of Payment. Payment to forestall a Residence utility shut-off or to restore service after a shut-off must be in the form of cash or a cashier's check, payable to the Residential Association, and received by the Residential Association's Manager or a designated officer.

12. Limitations on Disconnection. As a collection remedy, the Residential Association may not disconnect a Residence utility on a day, or on a day immediately preceding a day, when authorized personnel of the Residential Association are not available to receive payment and reconnect service. Further, the Residential Association may not disconnect a Residence utility if the Residential Association has knowledge or reason to believe that the disconnection is likely to be life-threatening for a Residence Owner of the Residence.

13. Effectiveness. These Residential Regulations will remain effective until ten days after the Residential Association delivers to an Residence Owner of each Residence notice of amendment to or revocation of these Residential Regulations. The notice may be published and distributed in an Residential Association newsletter or other community-wide publication.

SIGNED effective as of January 20, 2006.

The Centrum Tower Condominium Association, Inc., a
Texas non-profit corporation

By:  _____
Steve Benos, Secretary

ATTACHMENT A

STANDARD FORM OF LEASE

1. **PARTIES.** This Condominium lease (the "Lease") between _____, hereinafter called Residence Owner, and _____ hereinafter called Tenant, whereby Residence Owner leases to Tenant the Residence described below.

2. **CONDOMINIUM UNIT** described as Unit No. _____ the ("Unit") in the _____ Condominiums, a condominium project, located at _____ ("Condominium").

3. **TERM.** This Lease shall be for a term of _____ [cannot be less than _____ months] beginning on the _____ day of _____, and ending on the _____ day of _____.

4. **RENTAL** of \$_____ per month ("Rental"), payable at the designated address given herein, in advance without demand or a grace period, on or before the first day of each month ("Due Date") during the period of this Lease. Receipt is hereby acknowledged of the pro-rated Rental in the sum of \$_____ for Rental to the first Due Date. Rental paid after Due Date is delinquent and the provisions of paragraph 14 below shall apply. At the option of Residence Owner, Tenant shall additionally pay interest at the Past Due Rate for payments made after the Due Date, until Rental is paid in full, and \$25.00 for each check dishonored by Tenant's bank for any reason.

5. **CLEANING CHARGE.** Tenant agrees to pay on execution hereof a non-refundable cleaning charge of \$_____. The charge does not relieve Tenant of the responsibility to maintain and clean the Unit as outlined herein.

6. **SECURITY DEPOSIT.** Tenant agrees to pay on execution hereof a security deposit ("Deposit") of \$_____ for the faithful performance of the terms and conditions of this Lease by Tenant. Such deposit is not to be construed as Rental.

7. **RETURN OF DEPOSIT.** Subject to paragraph 8 below, the Deposit shall be refunded to Tenant by mail within 30 days of the date Tenant surrenders the Unit and delivers to Residence Owner in writing Tenant's forwarding address. Surrender shall occur on the earliest date when it appears to Residence Owner that the Unit is vacant and Tenant has moved, all keys have been returned to Residence Owner and any Deposit deductions have been evaluated and calculated.

8. **DEPOSIT DEDUCTIONS.** There shall be deducted from the Deposit unpaid (a) sums due under this Lease; (b) Rental; (c) utilities; (d) damages or required repairs to the Unit or its contents beyond reasonable wear and tear; (e) cost of removing unauthorized locks; (f) removing and storing Abandoned property; (g) removing vehicles that are Abandoned, illegally parked, parked in violation of this Lease or in violation of the Residential Governing Documents or Residence Owner's rules; (h) replacing unreturned keys and/or change of locks; (i) cost of extermination if a pet has been in the Unit; (j) other charges provided for herein or agreed to by Residence Owner and Tenant. Residence Owner shall provide Tenant a written report of any deductions. The Deposit shall be applied first to non-Rental items, with the balance to Rental. In the event the Deposit is insufficient to pay for damages or unpaid charges under the terms of this Lease, Tenant shall promptly pay same upon demand by Residence Owner.

9. **TENANT'S REQUIRED NOTICE.** Tenant agrees to give Residence Owner a minimum of 30 days written notice prior to the expiration of the term of this Lease or any extension

thereof of Tenant's intent to vacate the premises. Failure to do so shall entitle Residence Owner to retain the entire Deposit.

10. **HOLDING OVER.** If Tenant fails to vacate the Unit at the end of the Lease term, or on any agreed move out date, Residence Owner shall have the option to assess Rental for the hold over period at twice the Rental agreed to herein which shall be payable at a daily rate computed on the basis of a 30-day month and shall be payable daily at the designated address herein without waiving Residence Owner's rights under paragraph 14 below.

11. **ABANDONMENT.** If Tenant is absent from the Unit for ten consecutive days while any sum of money due hereunder remains unpaid, or has been evicted by judicial process, the Unit and all personal property found in or about the Unit, including storage buildings and parking areas, may be deemed abandoned by Residence Owner ("Abandoned"), and Residence Owner or their agents may peacefully enter, remove and store same. Residence Owner shall be entitled to reasonable charges for removal, packing and storage of Abandoned property.

12. **LIENS.** An express contractual lien and a landlord's lien where permitted by law are hereby granted Residence Owner on all non-exempt personal property of Tenant to secure payment of the Rental. Residence Owner or his agent may peacefully enter the Unit to remove and store such property. Residence Owner may sell all property deemed Abandoned, seized under a valid lien, or removed under a court eviction order, to the highest bidder at a public or private sale, after first giving Tenant 30 days written notice of the time, date and place of the sale, by certified mail, return receipt requested, addressed to Tenant at the address given herein. Sale shall be to the highest bidder for cash and subject to any unrecorded lien. The proceeds shall be applied first to the costs of sale, then to sums due Residence Owner, with the remainder mailed to Tenant at address shown herein. The Unit is accepted by Tenant subject to and subordinate to all existing and future mortgages and liens.

13. **RENTAL ACCELERATION.** In the event Tenant, prior to the end of the term of this Lease, or any extension or renewal thereof, Abandons the Unit, or gives Residence Owner written or oral notice of intent to move prior to the end of the lease term, or is judicially evicted, all remaining Rental for the full term of this Lease shall be accelerated automatically and without notice, and shall immediately become due and payable

14. **DEFAULT.** If Tenant (a) defaults in the prompt payment of the Rental or any other sums due hereunder; (b) Abandons the Unit or (c) fails to occupy the Unit within five days of the beginning date of this lease; (d) violates any of the terms of this Lease including, but not limited to, failure to vacate; or (e) violates any of the provisions of the Residential Governing Documents, Residence Owner at Residence Owner's option may terminate Tenant's right of occupancy by giving Tenant the statutory written notice to vacate, delivered either in person or by first class mail, and shall have the right to file suit in the proper court for possession. After giving such notice, or filing suit for possession, Residence Owner may accept payment for sums due hereunder without waiving or diminishing Residence Owner's right to proceed against Tenant for eviction, property damages, past or future Rentals, or other sums due hereunder. Residence Owner may report any unpaid sums due hereunder, breaches of this Lease or damages, to any credit reporting agency for addition to Tenant's files.

15. **CARE AND MAINTENANCE.** Tenant accepts the Unit in its present condition, including all furniture and fixtures, if any. Tenant has examined the existing locks and agrees they are safe and acceptable. Residence Owner shall have no duty to furnish smoke detectors, security guards, or additional locks and latches except as required by statute. No implied warranties are made by Residence Owner or Residence Owner's agents regarding the condition of the Unit and no agreements as to future repairs have been made unless specifically included herein. Tenant agrees to use reasonable diligence in

the care of the Unit and agrees to not (a) make any alterations to the Unit without written permission of Residence Owner; (b) paint, refinish or repair any part of the Unit, its fixtures and furniture included in this Lease if any, without written permission of Residence Owner; (c) remove any part of the Unit for any purpose without written permission of Residence Owner; (d) add, remove, change or re-key any lock without written permission of Residence Owner; (e) permit any water bed in the Unit; (f) install new or additional telephone or cable outlets; (g) make any holes in the woodwork, floors or walls; provided that a reasonable number of small nail holes for picture hanging is permitted in sheetrock, walls and grooves or painting, without the specific permission of Residence Owner in writing, Tenant shall be responsible for (a) sewer stoppage chargeable to Tenant's use; (b) damage to doors, windows or screens not due to negligence of Residence Owner; (c) supplying and replacing light bulbs; (d) replacing smoke detector batteries; (e) placing trash and garbage in proper containers; (f) pest extermination; and (g) keeping walkways, stairs, hallways, and Common Areas free of trash and obstructions of any kind, or permitting their use for any purpose other than ingress and egress. At the termination of this Lease, Tenant agrees to surrender the Unit in the same condition as when received, reasonable wear and tear excepted.

16. REPAIRS.

(1) Tenant shall maintain at Tenant's expense _____

(2) Residence Owner shall maintain at Residence Owner's expense _____

All requests for repairs by Tenant must be directed to Residence Owner in writing, except in an emergency such as fire or interruption of utilities. Residence Owner shall make needed repairs to Unit only after receiving written notice from Tenant and under the terms of applicable statutes. Residence Owner shall have the right to temporarily discontinue utilities and Tenant's use of any fixtures to perform repairs, maintenance or to avoid damage to the Unit. Residence Owner shall act with due diligence, but shall not be obligated to make repairs on other than a business day. During such periods, no deductions shall be allowed in the Rental and this Lease shall continue in force. If, in the reasonable opinion of Residence Owner, the Unit, or nearby units, are substantially damaged by fire or other disaster, Residence Owner may terminate this Lease upon reasonable notice to Tenant and the Rental shall be prorated to the date of termination and Deposit refunded less lawful deductions.

17. UTILITIES. Residence Owner shall pay for use of items checked: Electricity Natural Gas Water Sewage Charges Garbage Collection Cable TV Master TV Antenna Other (describe: _____). Unless otherwise indicated or paid by the Residential Association, Tenant shall be responsible for all such charges.

18. USE OF PROPERTY. The Unit shall be used as a single family private dwelling only, with the total number of adults and children residing therein not to exceed two persons for each bedroom in the Unit. In no event shall the Unit be used for hotel or transient purposes: Tenant shall not (a) sublet or assign any part of the Unit, (b) repair or wash any motor vehicle in any part of the condominium, (c) conduct any business of any type, including child care, from the Unit, (d) park or allow anyone to park on any portion of the Condominium whether in assigned dedicated parking spaces or not, any trailers, recreational vehicles, mobile homes, boats or inoperable vehicles. Tenant shall have the right to use parking spaces as designated by Residence Owner, in accordance with the provisions of the Residential Governing Documents regulating the manner and place of parking. Use of parking areas and common areas by Tenant, Tenant's family, guests, agents and invitees shall be in strict accordance with the

provisions of the Residential Governing Documents. In the event Residence Owner shall be required to pay additional assessments or fees relating to Tenant's Use of the Common Areas, parking spaces or storage space (if any), Tenant shall reimburse Residence Owner for such fees with the monthly payment of Rental next due.

19. **LIABILITY.** Residence Owner or Residence Owner's agents shall not be liable to Tenant, Tenant's guests, invitees or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, acts of other persons, condition of the Unit, or other occurrences, including use (if any) of storerooms, laundry facilities or other improvements, unless such damage or injury is caused by the gross negligence of Residence Owner or Residence Owner's agents. Residence Owner suggests that Tenant secure insurance coverage for protection against above liabilities and losses. Tenant agrees to notify Residence Owner immediately of any dangerous conditions on or about the Unit.

20. **PETS.** Tenants may keep pets in the Unit, subject to the requirements of the Residential Governing Documents, and must execute a separate pet agreement and post an additional Deposit. The presence of a pet in or about the Unit in violation of the Residential Governing Documents shall constitute a Default under paragraph 14 above.

21. **TENANT'S REPRESENTATIONS AND POSSESSIONS.** In addition to the Residential Governing Documents referenced in paragraph 23 below, incorporated herein by specific reference (if checked) are ___ Tenant's Rental Application ___ move-in rental inspection ___ smoke alarm inspection ___ furniture inventory ___ Residence Owner's Rules and Regulations and _____; and Tenant's statements in any of such documents are material representations and have been relied upon by Residence Owner, any falsity of which shall constitute a breach of this Lease. This lease is conditioned upon Residence Owner being able to secure possession of the Unit, and if Residence Owner is unable to deliver possession of the Unit on the agreed date for any reason, Tenant's right to possession shall be delayed a maximum of 30 days until Residence Owner is able to deliver possession, without any liability on the part of Residence Owner.

22. **INSPECTION.** Residence Owner, Residence Owner's agents, employees, and other persons authorized by Residence Owner, may enter the Unit by any reasonable means at all reasonable times without notice, to (a) inspect the Unit, (b) make repairs, (c) show the Unit to prospective Residential Tenants or purchasers, (d) exercise a valid lien, and (e) such other reasons as Residence Owner shall elect.

23. **COMPLIANCE WITH CONDOMINIUM DECLARATIONS AND INSTRUMENTS.** Tenant acknowledges receipt of copies of, and is familiar with the terms, conditions and provisions of the Condominium Declaration for _____, the Articles of Incorporation and Bylaws of _____ Association, Inc. (the "Association"), the Restrictive Covenants and the Rules and Regulations of the Association (collectively, and as amended from time to time, the "Residential Governing Documents"), and Tenant understands that Tenant's right to use and occupy the Unit shall be subject in subordinated in all respects to the provisions of the Residential Governing Documents. Failure to comply with the Residential Governing Documents shall constitute a material breach of this Lease. This Lease grants to Tenant a leasehold estate in the Unit for the term specified, together with a license to Residence Owner's rights to use the Common Areas but specifically excluding any membership rights in the Association. Tenant shall indemnify and hold harmless Residence Owner from and against all damage, direct or indirect, incurred by Residence Owner as a result of noncompliance by Tenant, Tenant's agents, guests and invitees, with the provisions of any of the Residential Governing Documents, or any covenant of this Lease.

24. OTHER.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD SEEK COMPETENT ADVICE. THIS PROPERTY IS OFFERED WITHOUT REGARD TO RACE, COLOR, CREED OR NATIONAL ORIGIN. The parties hereto agree that this Lease contains all the agreements between them, that no oral agreements have been made and this Lease may be altered only by an agreement in writing signed by all parties hereto. Tenant acknowledges a receipt of a copy of this Lease.

Executed in multiple originals this the _____ day of _____, 200_.

Residence Owner

Tenant

By Agent

Tenant

Designated Address for Residence Owner's notices and Address for Tenant's Notice
payment of Rental

ATTACHMENT B

STANDARD FORM OF RESIDENTIAL STORAGE SPACE LEASE

1. **PARTIES.** This agreement between _____ ("Lessor") and _____ ("Lessee"), whereby Lessor leases to Lessee the Residential Storage Space described as Unit number(s) (the "Storage") in the building of the _____ Condominiums, a condominium project located at _____ ("Condominium"). [Lessee must be an Residence Owner or Residential Tenant of a Unit in the Condominium.]

2. **PERIOD** of _____, beginning on the _____ day of _____, 200_, and ending on the _____ day of _____, 200_; (provided, however, in the event Lessee sells or otherwise transfers Lessee's interest of its Unit(s) in the Condominium such that Lessee no longer owns or leases any Unit, this agreement shall automatically terminate and Lessor and Lessee shall have no further obligations to each other except for obligations accruing prior to such date of termination).

3. **RENTAL** of \$ _____ per month ("Rental"), payable at the designated address given herein, in advance without demand or grace period, on or before the first day ("Due Date") of each month during the period of this lease. Receipt is hereby acknowledged of the prorated Rental in the sum of \$ _____ for Rental to the first Due Date. Rental paid after the Due Date is delinquent, and the provisions of paragraph 6 below shall apply. At the option of the Lessor, Lessee shall additionally pay interest at the Past Due Rate for payments made after the Due Date, until Rental is paid in full and \$25.00 for each check dishonored by Lessee's bank for any reason.

4. **HOLDING OVER.** If Lessee fails to vacate the Residential Storage Space at the end of the lease term, or on any agreed move-out date, Lessor shall assess Rental for the hold over period at twice the Rental which shall be payable at a daily rate computed on the basis of a 30-day month and shall be payable daily at the designated address specified herein, without waiving Lessee's rights under paragraph 6 below.

5. **LIENS.** An express contractual lien and a landlord's lien where permitted by law, are hereby granted Lessor on all non-exempt personal property of Lessee, to secure the payment of the Rental. Lessor or his agent may peacefully enter the Residential Storage Space to remove and store such property. Lessor may sell all property deemed abandoned, seized under a valid lien, or removed under a court eviction order, to the highest bidder at a public or private sale, after first giving Lessee 30 days written notice of the time, date and place of the sale, by certified mail, return receipt requested, addressed to Lessee at the address given herein. Sale shall be to the highest bidder for cash and subject to any recorded lien. The proceeds shall be applied first to the costs of sale, then to sums due Lessor, with the remainder mailed to Lessee at address shown herein. The Residential Storage Space is accepted by Lessee subject to and subordinate to all existing and future mortgages and liens.

6. **DEFAULT.** If Lessee shall default in the prompt payment of the Rental or any other sums due hereunder or violates any of the terms of this lease or violates any of the provisions of the Residential Governing Documents, Lessor at Lessor's option may terminate Lessee's right of occupancy and use of the Residential Storage Space by giving Lessee ten days' written notice to vacate, delivered either in person or by first class mail, and shall have the right to file suit in the proper court for possession. After giving such notice, or filing suit for possession, Association may accept payment for sums hereunder without waiving or diminishing Association's right to proceed against Residence Owner for eviction, property damages, past or future Rentals, attorneys' fees, or other sums due hereunder. Association may report any unpaid sums due hereunder, breaches of this lease or damages, to any credit

reporting agency for addition to Residence Owner's files. If Association is the prevailing party in any action arising out of any breach or default of Residence Owner under the lease, Residence Owner shall pay all attorneys' fees, costs and expenses actually and reasonably incurred by Association in prosecuting its claims against Residence Owner.

7. **INSPECTION.** Association, Association's agents, employees and other persons authorized by Association, may enter the Residential Storage Space by any reasonable means at all reasonable times without notice, to inspect the Residential Storage Space, make repairs, show the Residential Storage Space to prospective Residential Tenants or purchasers, exercise a valid lien, and such other reasons as Association deems appropriate.

8. **COMPLIANCE WITH CONDOMINIUM DECLARATIONS AND INSTRUMENTS.** Residence Owner acknowledges receipt of copies of, and is familiar with the terms, conditions and provisions of the Condominium Declaration for the Condominium, the Articles of Incorporation and Bylaws of the Association, the Restrictive Covenants and the Condominium Rules and Regulations (collectively, and as amended from time to time, the "Residential Governing Documents"), and Residence Owner understands that Residence Owner's rights to use the Residential Storage Space shall be subject to and subordinate in all respects to the provisions of the Residential Governing Documents. Failure to comply with the Residential Governing Documents shall constitute a material breach of the lease. Residence Owner shall indemnify and hold harmless Association from and against all damage, direct or indirect, incurred by Association as a result of noncompliance by Residence Owner, Residence Owner's agents, guests and invitees, with the provisions of any of the Residential Governing Documents, or any covenant of this lease.

9. **NO ASSIGNMENT.** Residence Owner may not assign this lease or sublet the Residential Storage Space.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. The parties hereto agree that the lease contains all the agreements between them, that no oral agreements have been made and this agreement may be altered only by an agreement in writing signed by all parties hereto.

Executed in multiple originals this the ____ day of _____, 200_.

Lessor

Lessee

Designated Address for Lessor's notices and
payment of Rental

Address for Lessor's notices

ATTACHMENT C

STANDARD FORM OF PARKING LEASE

(Residential Parking Spaces)

This Lease of Residential Parking Spaces (the "Lease") is entered into by and between _____ ("Lessor") and _____ ("Lessee"). Lessor must be an Residence Owner of a Unit in the _____ Condominiums ("Condominium").

RECITALS

A. Lessor is the present Residence Owner of Condominium Unit No. _____ (the "Unit") in the Condominium, located at _____.

B. Lessee is the present Residence Owner or Residential Tenant of Condominium Unit No. _____ (the "Lessee Unit") in the Condominium.

C. Lessor desires to lease the Parking Unit, as defined in the Condominium Declaration for the Condominium, owned by Lessor described as space number(s) _____ (the "Parking Unit") to Lessee, and Lessee desires to accept such lease of the Parking Unit.

AGREEMENT

1. Lease. Upon the terms and conditions of this Lease, Lessor does hereby lease to Lessee the Parking Unit for the period beginning _____, _____, and continuing until the Termination Date (hereinafter defined).

2. Rent. Lessee shall pay to Lessor \$ _____ per month (the "Parking Rental"), payable at the designated address given herein, in advance without demand or a grace period, on or before the _____ day (the "Due Date") of each month during the period of this Lease. Receipt is hereby acknowledged of the pro-rated Parking Rental in the sum of \$ _____ for Parking Rental to the first Due Date, Parking Rental paid after Due Date is delinquent, and Default provisions herein shall apply. At the option of the Lessor, Lessee shall additionally pay a late charge of \$ _____ per day for payments made after the Due Date, until Parking Rental is paid in full and \$ _____ for each check dishonored by Lessor's bank for any reason.

3. Default. If Lessee shall default in the prompt payment of the Parking Rental or any other sums due hereunder or violates any of the provisions of this Lease or the Residential Governing Documents, Lessor at Lessor's option may either (a) terminate this Lease upon 10 days' written notice to Lessee, delivered either in person or by first class mail, or (b) pursue any other rights or remedies available to Lessor at law or in equity. After giving a notice of termination, Lessor may accept payment for sums due hereunder without waiving or diminishing Lessor's right to proceed against Lessee for property damages, past or future Parking Rentals, or other sums due hereunder. Lessor may report any unpaid sums due hereunder, breaches of this Lease or damages, to any credit reporting agency for addition to Lessee's files.

4. AS IS. Lessee accepts the Parking Unit in the present condition. **AS IS, WHERE IS, WITH ALL FAULTS.** No implied warranties are made by Lessor or regarding the condition of the Parking Unit and no agreements as to future repairs have been made unless specifically included herein.

5. **Use of Parking Unit.** Use of the Parking Unit by Lessee shall be in strict accordance with the provisions of the Residential Governing Documents.

6. **Compliance with Residential Governing Documents.** Lessee acknowledges receipt of copies of, and is familiar with the terms, conditions and provisions of the Condominium Declaration for the Condominium, the Articles of Incorporation and Bylaws of the Association, and the Condominium Rules and Regulations (collectively, and as amended from time to time, the "Residential Governing Documents"), and Lessee understands that Lessee's right to use the Parking Unit shall be subject to and subordinate in all respects to the provisions of the Residential Governing Documents. Failure to comply with the Residential Governing Documents shall constitute a material breach of this Lease. Lessee shall indemnify and hold harmless Lessor from and against all damage, direct or indirect, incurred by Lessor as a result of noncompliance by Lessee, Lessee's agents, guests and invitees, with the provisions of any of the Residential Governing Documents, or any covenant of this Lease.

7. **Termination Date.** The date of termination of this Lease ("Termination Date") shall be the earlier of the date of termination pursuant to the notice of termination given to Lessee by Lessor in accordance with the provisions of section 3 above, the date Lessor no longer has Residence Ownership of the Unit, or the date Lessee no longer owns or occupies the Lessee Unit, as the case may be, or _____, _____. In the event Lessor sells or otherwise transfers Lessor's Residence Ownership of the Unit, this Lease shall automatically terminate and Lessor and Lessee shall have no further obligations to each other except for obligations accruing prior to such date of termination.

8. **No Further Assignment.** The Parking Unit may not be sublet by Lessee; nor may Lessee assign in any way its rights to use the Parking Unit, or permit or endure the use of the Parking Unit by any other person or entity.

9. **Validity of This Lease.** This Lease is only valid if the Lessee hereunder is, and throughout the period of this Lease remains, an Residence Owner of at least one residential Condominium Unit in the Condominium

10. **Legal Document.** **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.** The parties hereto agree that the Lease contains all the agreements between them, that no oral agreements have been made and this agreement may be altered only by an agreement in writing signed by all parties hereto.

11. **Assumption.** Lessee hereby assumes and agrees to perform all of the terms, covenants, and conditions required to be performed on the part of Lessor with respect to the Parking Unit from and after the date hereof, but not prior thereto. Lessee hereby agrees to indemnify, save and hold harmless Lessor from and against any and all losses, liabilities, claims, or causes of action (including attorney's fees incurred in the enforcement of this indemnification and otherwise) arising out of or related to Lessee's failure to perform any of the obligations of Lessor with respect to the Parking Unit subsequent to the date hereof.

12. **Headings.** The descriptive headings of the sections contained in this Lease are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

This Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

EXECUTED this _____ day of _____, 200_.

LESSOR:

Address:

LESSEE:

Address:

ATTACHMENT D

UNDERSTANDING AND AGREEMENT CONCERNING
CONTRACT WORK WITHIN A UNIT

I, the Contractor, do hereby state that I have full knowledge of and will comply with the following rules and regulations pertaining to any contract work in the _____ Condominiums ("Condominium"). I will also furnish these rules and regulations to all subcontractors and workers for signature.

1. Prior to commencement of work, Contractor shall have complied with the following:
 - A. Residence Owner/Residential Tenant must submit plans for remodeling or construction in writing accompanied by drawings, if available, to the Board of Directors (the "Board") for approval and shall allow at least one week for review and approval (or disapproval, as the case may be).
 - B. Provide the following deposit one week in advance of the project start date: \$200 for projects under \$2,500; 10% of the total cost of the remodeling or construction proposal for projects over \$2,500.

Deposit: \$ _____

Date: _____

Check # _____

Signed: _____

NOTE: Deposit will be returned 30 days after the work has been completed and no damages have occurred as determined by the Residential Manager, or in part after a settlement has been made for any damages that might have been caused during the remodeling or construction

- C. The Residence Owner is responsible for making sure that the Contractor shall provide certificate of insurance for required coverages including general liability and workers compensation in amounts to be determined by the Board.
 - D. Residence Owner/Residential Tenant shall provide a fully executed copy of this agreement to the Residential Manager.
2. All work will be performed in accordance with the requirements of applicable city and county codes, and Contractor shall secure applicable building permits as required, and shall provide copies of all building permits to the Association.
 3. All contractors, sub-contractors, and workers must check in daily at the designated area to receive a badge. Badges will not be issued for admittance to the building unless all appropriate individuals have signed this Contractors Agreement. Badges lost or not returned will result in an additional charge of at least \$20 each.

4. Work may be performed only during the hours from 8:30 a.m. to 5:00 p.m. on weekdays. No work shall be performed on Saturday, Sunday or Holidays without approval of the Board or the Residential Manager.
5. The Residence Owner/Residential Tenant will be responsible for keeping hallways, elevators, and other Residential Common Elements clean. Drop cloths or plywood shall be used to prevent soiling or damaging of the Residential Common Elements. If Property employees are required to clean Residential Common Elements as a result of work performed by a Residence Owner/Residential Tenant or their Contractor, the Residence Owner will be charged at a minimum of \$30 per hour.
6. Contractors shall check-in daily with the Residential Manager to report anticipated unusual or noisy work that will be going on that day; for example, any work that may set the smoke alarm off (e.g. such as sanding or welding).
7. Smoke detectors, battery or otherwise, shall not be disconnected except by building personnel. Detectors shall be masked off by Contractor for painting and sanding.
8. There is no Common Area space anywhere on the Property available for use by any Contractors or subcontractors. The exterior receiving area may be used for carpet cutting, etc. with the prior approval of the Residential Manager.
9. Spray painting with oil base or lacquer paint is prohibited. Masking off all doors, HVAC venting, and plumbing is required.
10. Litter, lunch refuse, and all waste shall be removed by the Contractor from the Unit daily.
11. All trash shall be removed through the basement by the Contractor. Trash chutes are not to be used for any contractor material, trash, or refuse.
12. Contractors and workers are to use freight elevator only (or other elevator specifically designated by the Residential Manager).
13. Contractors, workers and servicemen are not to bring materials and tools through the Lobby level, unless the items can be hand-carried (i.e. tool box, tool belt, pest control sprays, etc.).
14. Contractors and the Residential Manager shall inspect Residential Common Elements before and after project to determine damage. It will be the Residence Owner's responsibility and obligation to notify Residential Manager when project is complete. If the work involves any plumbing, wiring (including telephone and TV cable), outlets, or movements of walls, upon completion of the work and before return of any deposit, there shall be delivered to the Residential Manager three copies of accurate as-built drawings.
15. If utilities are to be interrupted, it will be necessary to provide 48 hours advance notice to the Residential Manager.
16. No loud playing of radios or loud or vulgar talk shall occur at any time inside or outside of the Property.
17. Parking at the front of Property is prohibited at all times.

18. Contractors and workers shall observe the no smoking rule at all times.
19. Contractors and workers are not to ask any neighboring Residence Owner or Residential Tenant for favors (for example, telephone, bathroom facilities, etc.). Lobby level bathrooms are not available for Contractor use.
20. Air conditioning vents and equipment shall be thoroughly cleaned after completion as part of project.
21. Contractors and workmen shall dress in appropriate clothing for entering and leaving the Property; for example, no tank tops or sleeveless undershirts when in the Lobby area. Residence Owner/Residential Tenant and Contractor fully understand that the Residential Manager and the Board are not in a position to ensure the quality, design, or workmanship of the project. All work and materials must comply with the approved plans and specifications and with the Condominium documents of the Association, and any damage to Residential Common Elements or adjacent Units shall be the responsibility of the Residence Owner/Residential Tenant and Contractor.

UNIT #: _____

DATE: _____

AUTHORIZED SIGNATURES:

CONTRACTOR

DATE

RESIDENTIAL MANAGER

DATE

Sub-Contractors:

Date:

Workmen:

Date:

ATTACHMENT E

CONDOMINIUMS
SATELLITE AND ANTENNA AGREEMENT

This Satellite and Antenna Agreement ("Agreement") is executed as of _____
_____, 20__ by and between _____ ("Manager") and
_____ ("Residence Owner").

RECITALS:

A. Residence Owner is the Residence Owner of Unit ___ within the _____
Condominiums.

B. Pursuant to 47 C.F.R. 1.400 (the "Order") established by the Federal Communications
Commission ("FCC"), Residence Owner has the right to install a transmitting or receiving satellite dish or
antenna (a "Reception Device") in its Unit or on its Balcony Area, if any, subject to certain limitations
imposed by the FCC (collectively, such Residence Owner's Unit and the Balcony Area appurtenant to
such Unit shall constitute the "Designated Areas," for the purposes of this Agreement).

C. Residence Owner desires to install a Reception Device within the Designated Areas and
Manager is willing to permit Residence Owner to install and operate a Reception Device within the
Designated Areas, provided Residence Owner acknowledges and agrees that its use of all Reception
Devices shall be subject to the terms of this Agreement.

D. Residence Owner and Manager now desire to enter into this Agreement for establishing
rules and regulations governing Residence Owner's installation, use and maintenance of any Reception
Device within the Designated Areas.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained
herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby
acknowledged, Manager and Residence Owner hereby agree as follows:

1. Number and Size of Reception Devices. Residence Owner may install _____
Reception Devices within the Designated Areas. A satellite dish may not exceed one meter (3.3 feet) in
diameter. Antennas that only transmit signals or that are not covered by the Order are prohibited.

2. Location. Residence Owner's Reception Device can only be located: (a) inside
Residence Owner's Unit; or (b) on Residence Owner's Balcony Area. Installation of any Reception
Device is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common
area, or in an area of the Condominium that other Residence Owners are allowed to use or occupy. A
Reception Device may not protrude beyond the vertical and horizontal space of Residence Owner's Unit,
or beyond the vertical space of Residence Owner's Balcony Area unless such Reception Device is
clamped to the balcony or patio railing as described in and in accordance with Section 4 below.

3. Non-interference. The installation of Residence Owner's Reception Devices: (a) must
comply with all rules and orders issued by the FCC, including the Order, all Residential Governing
Documents and all reasonable safety standards; (b) may not interfere with any Systems of the
Condominium or of neighboring properties; (c) may not be connected to any System, unless connecting
into a 110 volt duplex receptacle.

4. **Safety.** If a Reception Device is placed on Residence Owner's Balcony Area, it must be safely secured by one of three methods: (a) securely attaching it to a portable, heavy object such as a small slab of concrete; (b) clamping it to a part of the exterior of the Balcony Area, such as a balcony or patio railing; or (c) any other method approved by the Manager or Association in writing. No other methods are allowed. The Manager and the Association reserve the right to require reasonable visual screening of the Reception Device by plants, etc., so long as it does not impair reception.

5. **Signal transmission.** As described in the Order, Residence Owner may not damage or alter the interior or exterior structure of its Unit and may not drill holes through outside walls, door jams or window sills of the Building. If a Reception Device is installed on Residence Owner's Balcony Area, the signals received by it may be transmitted to the interior of Residence Owner's Unit only by the following methods: (a) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (b) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (c) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window without drilling a hole through the window; (d) wireless transmission of the signal from the Reception Device to a device inside the dwelling; or (e) any other method approved by the Manager or Association in writing.

6. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by the Manager or the Association. Installation must be done by a qualified person or company approved by the Manager or the Association in its reasonable discretion which may not be unreasonably withheld. Any installer provided or employed by the seller of a Reception Device shall be presumed to be qualified.

7. **Maintenance and Insurance.** Residence Owner shall have the sole responsibility for maintaining and insuring its Reception Devices and all related equipment within its Unit or on its Balcony Areas in accordance with the Maintenance Standard. If a Reception Device is installed at a height or in some other way that could result in injury to another Person if it becomes unattached and falls, the Manager or the Association may require Residence Owner to obtain liability insurance, naming the Declarant, the Manager and the Association as additional insured, against claims of personal injury and property damage to others related to the Reception Device. The insurance coverage must be in an amount to be reasonably determined by the Manager or the Association. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the Reception Device causing injury to another person. **RESIDENCE OWNER HEREBY INDEMNIFIES AND AGREES TO DEFEND AND HOLD HARMLESS THE DECLARANT, THE MANAGER AND THE ASSOCIATION, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, MEMBERS, COMMITTEE MEMBERS, AGENTS, ATTORNEYS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, JUDGMENTS, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES AND COURT COSTS) ARISING FROM BODILY INJURY (INCLUDING, WITHOUT LIMITATION, MENTAL ANGUISH, EMOTIONAL DISTRESS AND DEATH) AND/OR LOSS OR DAMAGE TO PROPERTY SUFFERED OR INCURRED BY ANY SUCH RESIDENTIAL TENANT OF SUCH CONDOMINIUM UNIT, OR ANY FAMILY MEMBER, GUEST OR INVITEE OF RESIDENCE OWNER OR THE RESIDENTIAL TENANT OF SUCH CONDOMINIUM UNIT, CAUSED BY THE INSTALLATION OR USE OF ANY RECEPTION DEVICE BY RESIDENCE OWNER OR ITS RESIDENTIAL TENANT WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE DECLARANT, THE MANAGER, THE ASSOCIATION OR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, MEMBERS, COMMITTEE MEMBERS, AGENTS, ATTORNEYS, CONTRACTORS OR EMPLOYEES.**

8. **Removal and damages.** Residence Owner shall be liable for any and all damages to Residence Owner's Unit or Balcony Area in connection with the removal of Residence Owner's Reception Devices therein.

9. **Commencement of Installation.** Residence Owner may not commence installation of a Reception Device within a Designated Area until Residence Owner has executed this Agreement, received the written approval of the Manager or the Association with respect to the installation of the Reception Devices as described in Section 6 of this Agreement, and has provided the Manager with written evidence of the liability insurance referred to in Section 7 of this Agreement, if required.

10. **Residential Governing Documents.** This Agreement shall be subject in all respects to the provisions of the Residential Governing Documents. Any failure by Residence Owner to comply with the terms and provisions of this Agreement shall be and constitute a violation of the Residential Governing Documents.

11. **Definitions.** Those capitalized terms not expressly defined herein have the same meaning as defined in the Condominium Declaration for _____ Condominiums and all recorded amendments thereto.

EXECUTED as of the date first above written.

MANAGER:

By: _____
Name: _____
Title: _____

RESIDENCE OWNER:

By: _____
Name: _____
Title: _____

ATTACHMENT F

UNDERSTANDING AND AGREEMENT CONCERNING
INSTALLATION OF HOT TUB, WHIRLPOOL OR JACUZZI IN A RESIDENCE OR
BALCONY AREA

The undersigned Contractor ("Contractor") and the Residence Owner, do hereby state that they have full knowledge of and will comply with the following rules and regulations pertaining to the installation of a hot tub, whirlpool or Jacuzzi in the Centrum Tower ("Condominium"). The Contractor will also furnish these rules and regulations to all subcontractors and workers for signature.

1. Prior to commencement of work, Contractor shall have complied with the following:
 - A. Residence Owner must submit plans for installation in writing accompanied by drawings, if available, to the Board of Directors (the "Board") for approval.
 - B. Provide the following deposit one week in advance of the project start date: \$200 for projects under \$2,500; 10% of the total cost of the installation proposal for projects over \$2,500.

Deposit: \$ _____

Date: _____

Check # _____

Signed: _____

NOTE: Deposit will be returned 30 days after the installation has been completed and no damages have occurred as determined by the Residential Manager, or in part after a settlement has been made for any damages that might have been caused during the installation

- C. The Residence Owner is responsible for making sure that the Contractor shall provide certificate of insurance for required coverages including general liability and workers compensation in amounts to be determined by the Board.
 - D. Residence Owner shall provide a fully executed copy of this agreement to the Residential Manager.
2. All work will be performed in accordance with the requirements of applicable city and county codes, and Contractor shall secure applicable building permits as required, and shall provide copies of all building permits to the Association.
 3. All contractors, sub-contractors, and workers must check in daily at the designated area to receive a badge. Badges will not be issued for admittance to the building unless all appropriate individuals have signed this Contractors Agreement. Badges lost or not returned will result in an additional charge of at least \$20 each.
 4. Work may be performed only during the hours from 8:30 a.m. to 5:00 p.m. on weekdays. No work shall be performed on Saturday, Sunday or Holidays without approval of the Board or the Residential Manager.

5. The Residence Owner will be responsible for keeping hallways, elevators, and other Residential Common Elements clean. Drop cloths or plywood shall be used to prevent soiling or damaging of the Residential Common Elements. If Property employees are required to clean Residential Common Elements as a result of work performed by a Residence Owner/Residential Tenant or their Contractor, the Residence Owner will be charged at a minimum of \$30 per hour.
6. Litter, lunch refuse, and all waste shall be removed by the Contractor from the Residence daily.
7. All trash shall be removed through the basement by the Contractor. Trash chutes are not to be used for any contractor material, trash, or refuse.
8. Contractors and workers are to use freight elevator only (or other elevator specifically designated by the Residential Manager).
9. Contractors, workers and servicemen are not to bring materials and tools through the Lobby level, unless the items can be hand-carried (i.e. tool box, tool belt, pest control sprays, etc.).
10. Contractors and the Residential Manager shall inspect Residential Common Elements before and after project to determine damage. It will be the Residence Owner's responsibility and obligation to notify Residential Manager when project is complete.
11. If utilities are to be interrupted, it will be necessary to provide 48 hours advance notice to the Residential Manager.
12. No loud playing of radios or loud or vulgar talk shall occur at any time inside or outside of the Property.
13. Parking at the front of Property is prohibited at all times.
14. Contractors and workers shall observe the no smoking rule at all times.
15. Contractors and workers are not to ask any neighboring Residence Owner or Residential Tenant for favors (for example, telephone, bathroom facilities, etc.). Lobby level bathrooms are not available for Contractor use.
16. Contractors and workmen shall dress in appropriate clothing for entering and leaving the Property; for example, no tank tops or sleeveless undershirts when in the Lobby area. Residence Owner/Residential Tenant and Contractor fully understand that the Residential Manager and the Board are not in a position to ensure the quality, design, or workmanship of the project. All work and materials must comply with the approved plans and specifications and with the Condominium documents of the Association, and any damage to Residential Common Elements or adjacent Units shall be the responsibility of the Residence Owner/Residential Tenant and Contractor.
17. Residential Owner acknowledges that all work conducted in connection with the installation of the hot tub will be at Residential Owner's sole cost and expense.
18. RESIDENTIAL OWNER ACKNOWLEDGES AND AGREES THAT ANY AND ALL MAINTENANCE AND REPAIR WORK REQUIRED IN CONNECTION WITH THE HOT TUB OR ANY DAMAGE TO THE RESIDENCE, THE RESIDENTIAL COMMON

ELEMENTS OR OTHER RESIDENCES OR MASTER UNITS WILL BE THE SOLE RESPONSIBILITY OF THE RESIDENTIAL OWNER.

UNIT #: _____

DATE: _____

AUTHORIZED SIGNATURES:

RESIDENCE OWNER

DATE

CONTRACTOR

DATE

RESIDENTIAL MANAGER

DATE

Sub-Contractors:

Date:

Workmen:

Date:

EXHIBIT K

TO

CONDOMINIUM INFORMATION STATEMENT

STATEMENT BY RESIDENTIAL DECLARANT

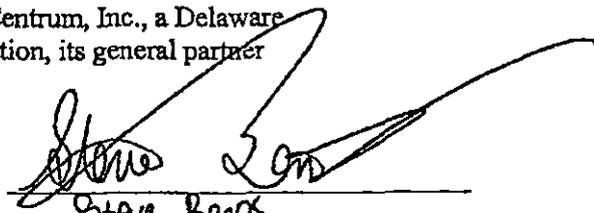
(The Statement by Residential Declarant follows this Cover Page)

CONDOMINIUM CONVERSION DISCLOSURES

- A. Based on a report conducted by Aaron & Wright Technical Services, a subsidiary of LandAmerica Assessment Corporation, an independent engineering firm (the "Engineer"), the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the buildings are as follows:
1. The structural systems for the buildings appeared to be in generally good condition. The engineer observed no evidence of structural distress and no structural deficiencies were reported.
 2. The HVAC system is a shared facility with the associated office/retail portion of the building. The HVAC equipment appeared to be in generally good condition and well maintained.
 3. The electrical system appeared to be in good condition. No evidence of inadequate electrical capacity was noted or reported.
 4. The plumbing system is in good condition.
 5. Engineers Recommendations: no recommended immediate needs or immediate capital expenditures are recommended.
- B. The expected useful life of each item reported in Section (A) above is:
1. No representations are made in this regard.
- C. The following is a list of violations of building code or other governmental regulations of which the Declarant has received notice and that have not been cured:
1. The passenger elevators servicing the residential portion of the building are not in compliance with current fire code regulations and the maximum estimated cost of curing this violation is \$100,000. The upgrades are in progress and the former owner is responsible for all expenses associated with the upgrades. The upgrades are scheduled to be completed by October 31, 2006.

GEM CENTENNIAL CENTRUM, LP,
a Delaware limited partnership

By: GEM Centrum, Inc., a Delaware
corporation, its general partner

By: 

Name: Steve Benos

Title: VP

Date of Execution: June 14, 2006



MUTUAL COVENANT AGREEMENT

This Mutual Covenant Agreement ("**Agreement**") is entered into between ERIC SUDER, and his successors and permitted assigns ("**1602/1603 Owner**") and THE CENTRUM TOWER CONDOMINIUM ASSOCIATION, INC. ("**Residential Association**") as of Aug. 12, 2009.

BACKGROUND

- A. The Centrum Tower Condominium ("**Residential Condominium**") was formed pursuant to that certain Amended and Restated Residential Condominium Declaration for The Centrum Tower, a Residential Condominium dated May 12, 2006 and recorded in the Real Property Records of Dallas County, Texas as Document # 200600178273, as amended by that certain First Amendment to Amended and Restated Residential Condominium Declaration for The Centrum Tower, a Residential Condominium dated February 23, 2007 and recorded in the Real Property Records of Dallas County, Texas as Document # 20070071554 ("**Residential Declaration**").
- B. The Residential Association is the governing body of the Residential Condominium and is granted powers from various sources, including but not limited to, The Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time (the "**Act**"), and the Residential Declaration.
- C. 1602/1603 Owner currently owns units 1602 and 1603 in the Residential Condominium (the legal description of the units is attached to this Agreement as Exhibit A) and desires to combine the two adjoining units and to incorporate a portion of the hallway from level 16 of the Building (which is more particularly described on Exhibit B to this Agreement and referred to herein as the "**Corridor Square**") into the combined unit.
- D. Section 82.061 of the Act permits a unit owner, after acquiring an adjoining unit, with the prior written consent of the applicable association, to remove and alter intervening partitions, even if the partition is in whole or in part a common element.
- E. In addition, Section 82.102 of the Act permits the applicable association to grant easements, leases, licenses and concessions through or over the common elements.
- F. Through the powers granted the Residential Association under the Act and the other governing documents, the Residential Association desires to grant the 1602/1603 Owner the right to use the Corridor Square for the 1602/1603 Owner's exclusive use per the terms to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant. The Residential Association hereby grants to 1602/1603 Owner an exclusive right to use the Corridor Square. Any alterations, remodeling or improvements to the Corridor Square must be previously approved by the Residential Association per the terms of the Residential Governing Documents, including Section 5.3 of the Residential Declaration and Section 82.061 of the Act. In general, 1602/1603 Owner will be permitted to erect walls around, lay flooring, and

resurface the Corridor Square and incorporate the interior of the Corridor Square into units 1602 and 1603 of the Residential Condominium.

2. **Boundary.** Although 1602/1603 Owner has the exclusive right to use the Corridor Square, this Agreement does not alter the boundaries of units 1602 or 1603 of the Residential Condominium for purposes of the Declaration or the allocation of Assessments.
3. **Payment.** 1602/1603 Owner will pay to the Residential Association on the first day of each month an amount equal to the Monthly Residential Assessment per square foot multiplied by 94. For example, if the Monthly Residential Assessment per square foot is \$0.47 then on the first day of the month, the 1602/1603 Owner will pay to the Residential Association an amount equal to $\$0.47 \times 94 = \44.18 . For any partial months that this Agreement is in effect the payment will be prorated to apply to only the days of the month that this Agreement is in effect. The Residential Association or the manager for the Residential Association will include this additional amount on the Monthly Residential Assessment bill that is forwarded to the 1602/1603 Owner each month. Should the 1602/1603 Owner not pay the monthly amount due under this Paragraph 3, the Residential Association will have the same rights to assess late fees or penalties as the Residential Association has under the Residential Governing Documents to assess late fees or penalties for the late payment of Monthly Residential Assessments.
4. **Maintenance.** The 1602/1603 Owner will be responsible for maintaining the Corridor Square as if it were a part of unit 1602 and 1603. However, if there are any structural walls or shared Residential Systems within the Corridor Square, the Residential Association will remain responsible for maintaining the structural elements and shared Residential Systems.
5. **Term** This Agreement will only remain in effect so long as units 1602 and 1603 are under common ownership. This Agreement will terminate upon the earlier to occur of (i) the separation of ownership of unit 1602 and 1603 (i.e., units 1602 and 1603 no longer being owned by the same party), (ii) written mutual agreement of 1602/1603 Owner and the Residential Association, or (iii) as otherwise set forth in this Agreement.
6. **Termination Responsibilities.** In the event this Agreement is terminated pursuant to Paragraph 5, 1602/1603 Owner, at its sole cost and expense, will be responsible for restoring the Corridor Square to the condition of a Residential Common Element and the Corridor Square shall be restored to be consistent and blend with the other portions of the Residential Common Element hallway on level 16 of the Building.
7. **Assignment.** This Agreement will automatically be binding on future owners and successors of units 1602 and 1603 of the Residential Condominium and may not otherwise be assigned by the 1602/1603 Owner.
8. **Recordation.** This Agreement will be recorded in the Real Property Records of Dallas County, Texas and should be reflected on the title to units 1602 and 1603 of the Residential Condominium and will be binding on all future owners of units 1602 and 1603 of the Residential Condominium, unless this Agreement has been previously terminated. This Agreement should not be reflected on the title to other units or residences in the Residential Condominium.

9. **Notices.** All notices must be sent in writing and delivered to the following addresses:

1602/1603 Owner:
3111 Welborn Street, Condominium Unit #1602
Dallas, Texas 75219

Residential Association:
3111 Welborn Street,
Dallas, Texas 75219

10. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which will constitute one document.

11. **Governing Law.** *This Agreement is governed and construed in accordance with the laws of the United States of America and the State of Texas; this Agreement is performable, and venue for the enforcement of any obligations contained herein will lie, in Dallas County, Texas; and all parties hereto waive the right to be sued elsewhere.*

12. **Defined Terms.** Capitalized words not defined in this Agreement will have the definitions set forth in the Residential Declaration.

[SIGNATURES ON FOLLOWING PAGES]

This Agreement is executed to be effective as of the first date written above.

RESIDENTIAL ASSOCIATION:

The undersigned officer of the Residential Association, hereby certify that this Agreement has received the requisite approval pursuant to the Residential Governing Documents.

The Centrum Tower Condominium Association, Inc.,
a Texas non-profit corporation

By: Barbara Aves

Name: _____
Title: Secretary, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

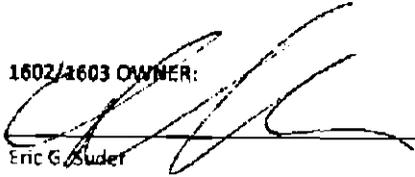
Before me, the undersigned notary public, on August 12, 2009, personally appeared ~~BARBARA DASEK~~ the SECRETARY of The Centrum Tower Condominium Association, Inc., on behalf of such corporation and known to me or proved to me through ~~driver's license~~ description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument.



Barbara Aves
Notary Public State of Texas

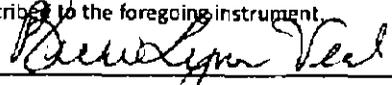
My Commission Expires: 3-12-12

1602/1603 OWNER:


Eric G. Suder

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned notary public, on July 31, 2009, personally appeared ERIC G. SUDER, known to me or proved to me through Personal knowledge (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument.



Notary Public State of Texas

My Commission Expires: 2/22/2010

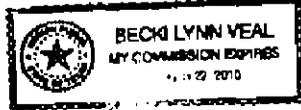


EXHIBIT A

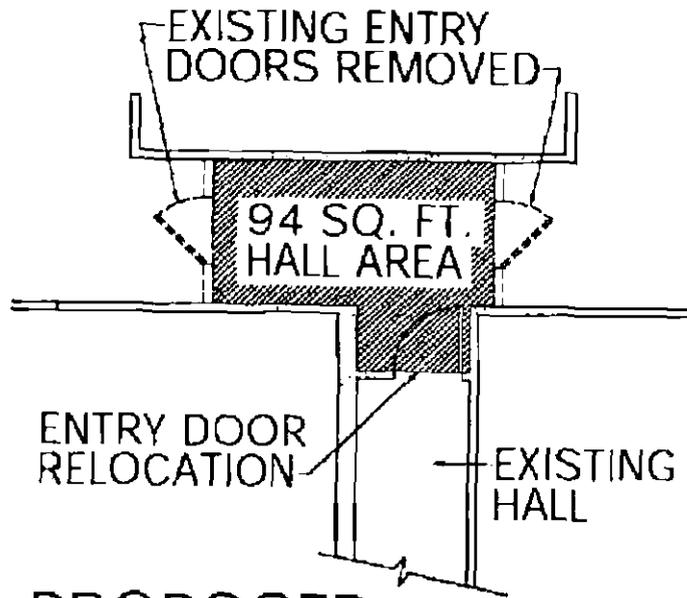
Legal Description for Unit 1602

Residence # 1602, of The Centrum Tower, a Residential Condominium, created pursuant to the Amended and Restated Residential Condominium Declaration recorded as Document # 200600178273 in the Real Property Records of Dallas County, Texas, as amended by the First Amendment to Amended and Restated Residential Condominium Declaration for The Centrum Tower, a Residential Condominium recorded as Document # 20070071554 in the Real Property Records of Dallas County, Texas ("Residential Declaration"), and located within the Residential Unit of The Centrum Master Condominium created pursuant to the Second Amended and Restated Declaration of The Centrum Master Condominium, recorded in Volume 2005153, Page 0132 of the Real Property Records of Dallas County, Texas; together with an undivided interest, appurtenant to the Residence, in and to the Residential Common Elements in the percentage designated for the Residence on Exhibit C attached to the Residential Declaration.

Legal Description of Unit 1603

Residence # 1603, of The Centrum Tower, a Residential Condominium, created pursuant to the Amended and Restated Residential Condominium Declaration recorded as Document # 200600178273 in the Real Property Records of Dallas County, Texas, as amended by the First Amendment to Amended and Restated Residential Condominium Declaration for The Centrum Tower, a Residential Condominium recorded as Document # 20070071554 in the Real Property Records of Dallas County, Texas ("Residential Declaration"), and located within the Residential Unit of The Centrum Master Condominium created pursuant to the Second Amended and Restated Declaration of The Centrum Master Condominium, recorded in Volume 2005153, Page 0132 of the Real Property Records of Dallas County, Texas; together with an undivided interest, appurtenant to the Residence, in and to the Residential Common Elements in the percentage designated for the Residence on Exhibit C attached to the Residential Declaration.

EXHIBIT B



**PROPOSED
SUDER ENTRY PLAN**

SC: 1/4" = 1'-0"

Filed and Recorded
Official Public Records
John F. Warren County Clerk
Dallas County, TEXAS
08/18/2009 02:15:09 PM
\$40.00



A handwritten signature in black ink, appearing to be "JFW", is written over the seal.

200900238104



CONSENT OF DIRECTORS IN LIEU OF A MEETING OF
THE CENTRUM TOWER CONDOMINIUM ASSOCIATION, INC.

RESOLUTION TO EXPAND BOARD TO FIVE (5) MEMBERS

RECITALS:

- A. Pursuant to Article XIII , Section 13.2 (a) of the Bylaws of The Centrum Tower Condominium Association, Inc. These Bylaws may be amended from time to time by the affirmative vote of the majority of the Directors.
- B. The undersigned, now being the Directors of The Centrum Tower Condominium Association, Inc. (the "Association"), a non - profit corporation, hereby, pursuant to Article 1396 - 9.10 of the Texas Non - Profit Corporation Act, consent and adopt in all respects, the following Resolution:

NOW, THEREFORE, BE IT RESOLVED, that the Board deems it advisable and in the best interest of the Condominium and the Association to increase the number of Directors serving on the Board from three to five. This is in keeping with Article VII, Section 7.1 (a) of the Residential Bylaws of the Centrum Tower Residential Condominium Association which allows the Board to fix the number of Directors from time to time.

RESOLVED FURTHER, the two newly created seats will be filled at the Annual Meeting election to be held March 31, 2010. The term of the newly elected Directors shall be two years. Therefore the seats will be up for re-election in March of 2012.

RESOLVED FURTHER, that all other provisions of the Residential Bylaws shall be unchanged and remain in full force and effect. Any capitalized term used herein that is not otherwise defined shall have the meaning set forth in the Condominium Declaration for The Centrum Tower Condominiums.

We hereby certify that the foregoing resolution was duly considered by the Board of Directors and that the same was approved by all Board members indicated by signature below.

IN WITNESS WHEREOF, the undersigned do hereby execute the Consent effective as of the 31st day of March, 2010.

Mark Shekter

Eric Suder

Barbara Daeske

CONSENT OF DIRECTORS IN LIEU OF A MEETING OF
THE CENTRUM TOWER CONDOMINIUM ASSOCIATION, INC.

RESOLUTION TO EXPAND BOARD TO FIVE (5) MEMBERS

RECITALS:

- A. Pursuant to Article XIII, Section 13.2 (a) of the Bylaws of The Centrum Tower Condominium Association, Inc. These Bylaws may be amended from time to time by the affirmative vote of the majority of the Directors.
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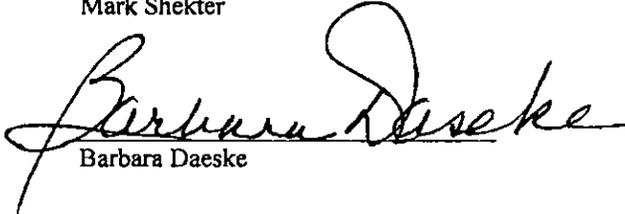
RESOLVED FURTHER, that all other provisions of the Residential Bylaws shall be unchanged and remain in full force and effect. Any capitalized term used herein that is not otherwise defined shall have the meaning set forth in the Condominium Declaration for The Centrum Tower Condominiums.

We hereby certify that the foregoing resolution was duly considered by the Board of Directors and that the same was approved by all Board members indicated by signature below.

IN WITNESS WHEREOF, the undersigned do hereby execute the Consent effective as of the 31st day of March, 2010.

Mark Shekter

Eric Suder


Barbara Daeske

CONSENT OF DIRECTORS IN LIEU OF A MEETING OF
THE CENTRUM TOWER CONDOMINIUM ASSOCIATION, INC.

RESOLUTION TO EXPAND BOARD TO FIVE (5) MEMBERS

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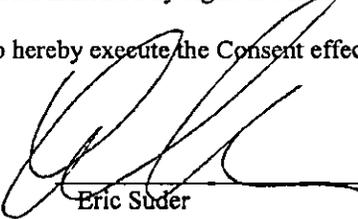
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RESOLVED FURTHER, that all other provisions of the Residential Bylaws shall be unchanged and remain in full force and effect. Any capitalized term used herein that is not otherwise defined shall have the meaning set forth in the Condominium Declaration for The Centrum Tower Condominiums.

We hereby certify that the foregoing resolution was duly considered by the Board of Directors and that the same was approved by all Board members indicated by signature below.

IN WITNESS WHEREOF, the undersigned do hereby execute the Consent effective as of the 31st day of March, 2010.

Mark Shekter



Eric Suder

Barbara Daeske

THE STATE OF TEXAS
COUNTY

BEFORE ME, the Undersigned authority, on this day personally Appeared

MARK SHEKTER, Eric Sudea, Barbara Daseke
Known to me to be the person (s) whose name is / are subscribed to the foregoing
Instrument and acknowledge to me that he executed the same for the purpose and
Consideration therein expressed.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE ON THIS.....*8TH*.....

DAY OF.....*MARCH*.....20..*10*.....

Aussaw K. Ripstein
NOTARY PUBLIC, IN AND FOR

*expiration
2/5/2014*

.....*DALLAS*.....COUNTY, TEXAS

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
03/22/2010 04:18:41 PM
\$28 00



JFW

201000069437



CONSENT OF DIRECTORS OF
THE CENTRUM TOWER CONDOMINIUM ASSOCIATION, INC.

RESOLUTION TO REVISE THE PET RULES

RECITALS:

- A. Pursuant to Part I, Section O. 5 of the Rules & Regulations of The Centrum Tower Condominium Association, the Regulations are subject to being revised, replaced, amended or supplemented by the Board of Directors
- B. The undersigned, now being the Directors of The Centrum Tower Condominium Association, Inc. (the "Association"), a Texas non-profit corporation, hereby, pursuant to Article 1396-9.10 of the Texas Non-Profit Corporation Act, consent and adopt in all respects, the following Resolution:

NOW, THEREFORE, BE IT RESOLVED, that the Board deems it to be advisable and in the best interest of the Condominium and the Association that the Rules and Regulations PART I, Section M. Pets be deleted and replaced with the following:

M. PETS

1. Subject to Residential Regulations. Residence Owners may not keep or permit on the Residential Property a pet or animal of any kind, at any time, except as permitted by these Residential Regulations and the Residential Governing Documents. Additionally, all pets must conform to any applicable animal control ordinances or laws, a copy of which may be made available in the Residential Management Office.
2. Pet Agreement. Residence Owners must complete a pet registration form furnished by the Residential Management Office when a pet is acquired or within seven days after taking up occupancy on the Residential Property.
3. Pets Banned in Parking or Residential Storage Space. Although permitted pets may be kept in Residences that are Residence Owner or Residential Tenant occupied, pets are not allowed in any Residential Parking Space or Residential Storage Space at any time.
4. Permitted Pets. Subject to these Residential Regulations, a Residence Owner (and a Residential Tenant with such Residence Owner's consent) may keep in a Residence up to 2 housepets (other than aquarium fish). Permitted housepets are limited to domesticated dogs, cats, caged birds, and aquarium fish. If required by any law, ordinance, government rule or regulation, any such pet(s) must be appropriately vaccinated, to include rabies, and licensed through the appropriate municipal or city department.
5. Prohibited Animals. No Residence Owner may keep a dangerous or exotic animal, trained attack dog, or any other animal determined by the Residential Board of Directors in its sole discretion to be a potential threat to the well-being of people or other animals. No animal or housepet may be kept, bred, or maintained for any commercial purpose. Pets or animals belonging to guests, friends, or relatives of Residence Owners are prohibited, even for short visits or temporary stays.

6. Indoors/Outdoors. A permitted pet must be maintained inside the Residence, and may not be kept in a Balcony Area, Residential Parking Space or Residential Storage Space. No Residence Owner may confine a pet to a Balcony Area when the Residence Owner is absent from the Residential Property, and no Residence Owner may use a Balcony Area as a latrine area for a pet.
7. Leashes. Pets must be leashed or carried while in Residential Common Elements or the first floor elevator lobby. No pet may be leashed to a stationary object on the Residential Common Elements.
8. Service Elevator. All Owners/Tenants escorting pets are required to use the service elevator when entering and exiting the building.
9. Disturbance. Pets must be kept in a manner that does not disturb another Residence Owner's rest or peaceful enjoyment of its Residence or any Person elsewhere on the Property, outside of the Residence. No pet may be permitted to bark, howl, whine, screech or make other loud noises for extended or repeated periods of time, or to create a nuisance, odor, unreasonable disturbance or noise.
10. Damage. Residence Owners are responsible for any property damage, injury, or disturbance such Residence Owner's pet may cause or inflict and must compensate any person injured or otherwise damaged by such Residence Owner's pet. A Residence Owner who keeps a pet at the Residential Condominium is deemed to indemnify and agrees to hold harmless the Master Board of Directors, the Master Association, the Master Unit Owners, the Residential Board of Directors, the Residential Association, and other Residence Owners and Residential Tenants, from any loss, claim, or liability of any kind or character whatever resulting from any action of such Residence Owner's pet or arising by reason of keeping or maintaining the pet at the Residential Condominium.
11. Dog Walk and Pooper Scooper. Pets must only use designated areas to relieve themselves. Residence Owners are responsible for the removal of pet's wastes from the Residential Property. The Residential Board of Directors may levy a fine against a Residence and its Residence Owner each time feces or urine are discovered on the Residential Common Elements and attributed to an animal in the custody of such Residence Owner. The Master Board of Directors may levy a fine against a Residence and its Residence Owner each time feces or urine are discovered on the Master Common Elements and attributed to an animal in the custody of such Residence Owner.
12. Removal. If a Residence Owner or such Residence Owner's pet violates these Residential Regulations, or if a pet creates a nuisance, odor, unreasonable disturbance, or noise, the Residence Owner or person having control of the animal may be given a written notice by the Residential Board of Directors to correct the problem. After the first written warning, a fine in the amount of at least \$50 shall be levied for all future violations. If violations occur repeatedly, the Residence Owner, upon written notice from the Residential Board of Directors, may be required to remove the pet. Each Residence Owner agrees to permanently remove the violating animal of such Residence Owner from the Residential Condominium within ten days after receipt of such removal notice from the Residential Board of Directors.
13. Complaints. Any complaints about pets or Residence Owners violating these Residential Regulations shall be made in writing and identify the type of infraction, the date of infraction, and must be signed by the witness to the infraction.
14. Staff. The staff of the Residential Condominium are prohibited, while on duty, to walk or care for pets. Residence Owners are requested not to ask the staff to assist them with their pets.

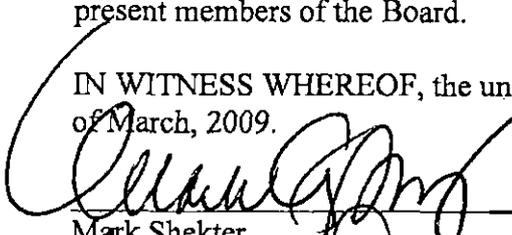
Emergency situations requiring staff assistance will be left to the sole discretion of the Residential Manager.

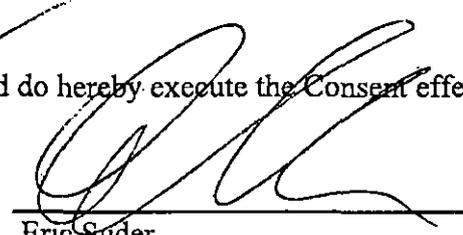
15. Compliance. Pets with a physical handicap or, to the extent permitted by applicable law, Residence Owners who have a physical handicap which would prevent them from complying with these rules, must receive a variance by the Residential Board of Directors or Residential Manager.

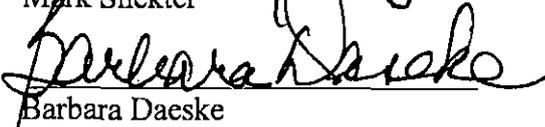
RESOLVED FURTHER, that all other provisions of the Rules & Regulations shall be unchanged and remain in full force and effect. Any capitalized term used herein that is not otherwise defined shall have the meaning set forth in the Condominium Declaration for The Centrum Tower Condominiums.

We hereby certify that the foregoing resolution was duly considered by the Board of Directors at the Board meeting at which quorum was present on March 5, 2009 and that the same was approved by all present members of the Board.

IN WITNESS WHEREOF, the undersigned do hereby execute the Consent effective as of the 6th day of March, 2009.


Mark Shekter


Eric Suder

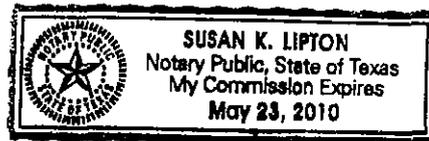

Barbara Daeske

THE STATE OF TEXAS
COUNTY ..DALLAS.....

BEFORE ME, the Undersigned authority, on this day personally
Appeared. *Mark Shettle Eric Soder Barbara Deseke*
Known to me to be the person(s) whose name is/are subscribed to
the foregoing instrument and acknowledged to me that he executed
the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE ON THIS...2...
DAY OF...July.....2009.....

Susan K. Lipton
NOTARY PUBLIC, IN AND FOR
..DALLAS COUNTY, TEXAS



Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
08/14/2009 02:54:50 PM
\$28.00



[Handwritten signature]

200900234650

**CONDOMINIUM INFORMATION STATEMENT
THE CENTRUM TOWER, A CONDOMINIUM**

**PURCHASER, READ THIS DOCUMENT FOR YOUR OWN PROTECTION.
IT CONTAINS INFORMATION REQUIRED BY STATUTE FOR ALL
TEXAS CONDOMINIUMS CREATED AFTER JANUARY 1, 1994.**

NAME OF CONDOMINIUM: The Centrum Tower, a Condominium

LOCATION OF CONDOMINIUM: 3111 Welborn Street
Dallas, Texas 75219

NAME OF RESIDENTIAL DECLARANT: GEM Centennial Centrum, LP

ADDRESS OF RESIDENTIAL DECLARANT: 3030 LBJ Freeway
Suite 1000
Dallas, Texas 75234

Terms used with initial capital letters but not specifically defined in this document have the meanings given to them in the Declaration for The Centrum Tower, a Condominium.

This Condominium Information Statement presents certain information regarding the Condominium and the units being offered for sale by the Residential Declarant. It consists of two parts, a narrative portion and an exhibits portion. The exhibits include legal documents that are required for the creation and operation of the Condominium. The exhibits will control any inconsistency between the exhibits and the narrative. The Residential Declarant's representatives are prohibited from changing or attempting to interpret any of the terms and conditions of this Condominium Information Statement.

The Condominium Information Statement is not intended to be all inclusive or to address every significant feature of the Condominium. Because purchasing real property is an important decision, the purchaser is encouraged to review this Condominium Information Statement with an attorney and to consult other sources for information not covered by the Condominium Information Statement.

Under limited circumstances, a purchaser has a five-day period after receiving the Condominium Information Statement during which the purchaser may cancel the contract of sale and obtain full refund of any money deposited in connection with the contract. This right to cancel does not apply if the purchaser received the Condominium Information Statement before signing the contract or if the contract contains an underlined or bold-print provision acknowledging the purchaser's receipt of the Condominium Information Statement and recommending that the purchaser read the Condominium Information Statement before signing the contract. If the purchaser elects to cancel, notice of cancellation must be given pursuant to Section 82.156 of the Texas Uniform Condominium Act.

THE CENTRUM TOWER, A CONDOMINIUM
CONDOMINIUM INFORMATION STATEMENT

1. NAMES & ADDRESSES

Residential Declarant

GEM Centennial Centrum, LP
3030 LBJ Freeway, Suite 1000
Dallas, Texas 75234

Condominium Project Name and Address

The Centrum Tower, a Condominium
3111 Welborn Street
Dallas, Texas 75219

Mailing and Manager's address

Somerset Association Management
3111 Welborn Street
Dallas, Texas 75219

2. DESCRIPTION OF CONDOMINIUM PROJECT

The Residential Condominium is a sub-unit condominium within the Residence of The Centrum Master Condominium, located on approximately 3.0173 acres of land surrounded by Hall Street to the northeast, Welborn Street to the southeast, Cedar Springs Road to the southwest and Oak Lawn Avenue to the northwest in Dallas, Texas. The Residential Condominium is governed by the Governing Documents, copies of which are attached hereto as Exhibits C, D, E, F, G & H to this Condominium Information Statement. The Residential Condominium consists of the airspace within floors 12 through 19 of the Building together with the residential lobby on the first floor, the residential elevators and other Residential Common Elements making up the Residential Condominium. The Residences are used for residential purposes, and are divided among fourteen (14) basic types (with some variation within some of the types) according to size and floor plan for each of the numbered condominium units as shown on Exhibit A attached hereto. The size of the Residences shown on Exhibit A includes areas that are outside the area of the unit that will be conveyed at the closing and include (i) areas within the corridor walls, (ii) areas to the middle of other walls that define the Residence, (iii) areas to the face of exterior walls that define the Residence and (iv) Balcony Areas. The size of the Residences shown on Exhibit A are calculated from the face of exterior walls of the Residence, from the centerline of demising walls separating adjacent Residences, from the corridor-side of corridor walls, the shaft side of major vertical penetrations, and from the outer edges of the Balcony Areas. Major mechanical, service and electrical shafts, elevators shafts and stair shafts are not included in the size of the Residences shown on Exhibit A.

All of the Buildings structural elements and systems, such as external walls, load-bearing walls, shared mechanical equipment, and the structure of the parking garage, are General Common Elements of the Residential Condominium and/or the Master Condominium. Common Elements of the Residential Condominium include the Residence's interest in the limited and general common elements of the Master Condominium.

The building façade consists of concrete, metal panels and tinted glass and is nineteen (19) stories in height.

3. MAXIMUM NUMBER OF RESIDENCES:

The Centrum Tower contains a maximum of thirty-six (36) units. No additional units are intended to be included in the Condominium, although the Residential Declarant discloses that it reserves the right in the Residential Declaration to change the numbers, sizes, and types of units, including the right to combine and subdivide units.

4. DEVELOPMENT RIGHTS

Pursuant to Section 3.7 of the Residential Declaration and In accordance with, and only if permitted by the Act, and at all times while Residential Declarant or any Affiliate of Residential Declarant owns any Residence, Residential Declarant reserves the right to exercise each of: (A) the Residential Development Rights, including a right or combination of rights: (i) to make and record corrections to the Residential Map to conform the Residential Map to the actual location of the Residential Improvements, the actual size and location of the Residences and/or the proper designation of the elements of the Residential Improvements as Residences or Residential Common Elements; (ii) to create, or properly designate Residences or Residential Common Elements within the Residential Condominium; (iii) to subdivide Residences within the Residential Condominium; or (iv) to lease any unsold Residences in the Residential Condominium to third parties on such residential lease forms and upon such terms and conditions as Residential Declarant desires, and (B) the Special Residential Declarant Rights, including: (i) make management, leasing and construction offices and models described in Section 3.3 of the Residential Declaration, (ii) use Easements through any Residential Common Elements for the purpose of making improvements within the Residential Condominium or through the Residential Property, and (iii) appoint or remove any officer or board member of the Residential Association during the period of Residential Declarant Control. In addition, Residential Declarant reserves the right to (B) include, in any instrument initially conveying a Residence, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of the Residence Owners and the Residential Association.

5. PROJECTED OR PRO FORMA BUDGET

The projected budget for the Residential Association is attached hereto as Exhibit B. The information for the budget was assembled by Residential Declarant in consultation with Somerset Association Management. The assumptions concerning occupancy and inflation factors upon which the budget is based are: one hundred percent (100%) occupancy and a zero percent (0%) annual compounded inflation rate.

6. LIENS, LEASES OR ENCUMBRANCES

Prior to the conveyance of title to a Residence to you, a lien will encumber the Residential Condominium and the Residences, but such lien will not encumber your Residence or your interest in the Residential Common Elements upon conveyance of title to you. In addition to the Condominium Documents, title to your Residence will be encumbered by the following instruments recorded in the real property records of Dallas County, Texas:

- a. Covenants, conditions, obligations, restrictions, easements, charges and liens as set forth in that certain Declaration recorded in the Second Amended and Restated Declaration of

THE CENTRUM MASTER CONDOMINIUM, recorded in Volume 2005153, Page 132 of the Condominium Records of Dallas County, Texas; in the Declaration of THE CENTRUM TOWER, a Residential Condominium recorded in Volume 2005153, Page 234 of the Condominium Records of Dallas County, Texas; and Assignment of Residential Declarant's Rights and Obligations recorded in Volume 2005153, Page 300, of the Condominium Records of Dallas County, Texas.

- b. Rights, titles and interest of any owner or lien holder, their respective heirs, successors and assigns, in and to common or party walls, community walks and driveways, common roof and common foundation.
- c. The following, all according to plat recorded in Volume 86107, Page 6307, of the Map Records of Dallas County, Texas:

6 foot Sidewalk easement along the Southwest property line(s).

5 foot Sidewalk easement along the Southeast property line(s).

10 foot by 10 foot Corner Clip easement along the Northerly and Southerly property line(s).

2 foot Utility easement along the Southwest property line(s).

Affects Common areas only.

- d. Reservation of The Margaret E. Elg Trust in Deed executed by The Margaret E. Elg Trust to Cedar Oak, Ltd., a Texas limited partnership, dated July 23, 1983, filed December 1, 1983, recorded in/under Volume 83236, Page 181 of the Real Property Records of Dallas County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.

Affects Common areas only.

- e. Condominium Management Certificate filed November 3, 2005, recorded under Clerk's File No. 2005-03568610.

7. WARRANTY

The Residence will be conveyed to you in an "as-is" condition without warranty from Residential Declarant; however, the manufacturers of certain of the appliances may provide warranties, which will be available to you for review prior to closing.

8. UNSATISFIED JUDGMENTS OR PENDING SUITS

Residential Declarant has no actual knowledge of any unsatisfied judgment against the Residential Association or of any pending suits to which the Residential Association is a party or which are material to the site, title or construction of the Residential Condominium.

9. INSURANCE COVERAGE PROVIDED FOR THE BENEFIT OF RESIDENCE OWNERS

In general, the Residential Association will maintain for the benefit of all Owners insurance to the extent reasonably available as required by Section 82.111 of the Act, including property insurance on the insurable Residential Common Elements insuring against all risks of direct physical loss commonly insured against, commercial general liability insurance and blanket fidelity bonds covering all officers, directors, trustees and employees of the Residential Association. You will be an insured person under policies held by the Residential Association with respect to liability arising out of your ownership of an undivided ownership in the Residential Common Elements or membership in the Association. **YOU SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING, AT YOUR SOLE COST AND EXPENSE, INSURANCE COVERING ALL ALTERATIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO YOUR OWNER'S RESIDENCE AND ALL PERSONAL PROPERTY LOCATED IN OR CONSTITUTING A PART OF YOUR RESIDENCE.**

10. MONTHLY ASSESSMENTS

The expected fee or charge to be paid by each Owner for Residential Common Expenses – the Monthly Assessment – during the Association's first fiscal year is as set forth on Exhibit A to this Condominium Information Statement, as to each numbered unit.

11. RESTRICTIONS ON PURCHASER'S RIGHT TO RESELL.

The Purchaser is restricted from offering the Residence for sale and may not advertise or otherwise market or attempt to market the Residence for sale in any way during the Sales Restriction Period, as defined in the Purchase Contract and Residential Declaration.

12. GENERAL INFORMATION

The exhibits which follow this narrative portion provide a more detailed description of the Residential Condominium and the rights and obligations of the unit owner. The purchaser should carefully consider the exhibits, as well as this narrative portion of the Condominium Information Statement. If the purchaser does not understand any aspect of this Condominium Information Statement, the sales contract, and any other materials provided in connection with the sale of units, the purchaser should obtain competent legal counsel.

The Residential Declarant reserves the right to amend, in writing, the terms of this Condominium Information Statement. If the change may adversely affect a purchaser under contract who has received a Condominium Information Statement but who has not yet closed, the Residential Declarant shall furnish a copy of the amendment to that purchaser before closing. This Condominium Information Statement may not be changed or modified orally.

**INDEX TO EXHIBITS TO
CONDOMINIUM INFORMATION STATEMENT**

THE CENTRUM TOWER, A CONDOMINIUM

Exhibit A -	Size of Unit, Allocated Interest and Estimated Assessments
Exhibit B -	Proposed Budget
Exhibit C -	Declaration for Master Condominium
Exhibit C1 -	Amendment to Declaration for Master Condominium
Exhibit D -	Articles of Incorporation for Master Association
Exhibit E -	Bylaws for Master Association
Exhibit F -	Rules and Regulations of Master Association
Exhibit G -	Declaration for Residential Condominium
Exhibit H -	Articles of Incorporation for Residential Association
Exhibit I -	Bylaws for Residential Association
Exhibit J -	Rules and Regulations of Residential Association
Exhibit K -	Statement by Residential Declarant regarding present condition, useful life and any current violation of government regulations

EXHIBIT A

TO

CONDOMINIUM INFORMATION STATEMENT

ALLOCATION OF INTEREST

Allocated Interests, as defined in Section 1.1 of the Residential Declaration, mean the undivided interests of each Owner in the Residential Common Elements and the Residential Common Expenses allocated to each Residence as reflected on this Exhibit A attached to this Condominium Information Statement, as may be reallocated as required from time to time pursuant to the provisions of the Residential Declaration.

<u>Unit</u>	<u>Square Footage</u>	<u>Allocated Interests</u>	<u>Estimated Monthly Assessments</u>
1201	2111	2.10%	\$ 1,014.63
1202	2084	2.08%	\$ 1,001.65
1203	2115	2.11%	\$ 1,016.55
1204	2551	2.54%	\$ 1,226.11
1205	2551	2.54%	\$ 1,226.11
1206	2115	2.11%	\$ 1,016.55
1207	2070	2.06%	\$ 994.92
1208	2127	2.12%	\$ 1,022.32
1301	1605	1.60%	\$ 771.43
1302	2097	2.09%	\$ 1,007.90
1303	2106	2.10%	\$ 1,012.23
1304	3227	3.22%	\$ 1,551.02
1305	3227	3.22%	\$ 1,551.02
1306	2105	2.10%	\$ 1,011.75
1307	2097	2.09%	\$ 1,007.90
1308	1605	1.60%	\$ 771.43
1401	3263	3.25%	\$ 1,568.33
1402	2118	2.11%	\$ 1,017.99
1403	2598	2.59%	\$ 1,248.70
1404	4826	4.81%	\$ 2,319.57
1405	2472	2.46%	\$ 1,188.14
1406	2098	2.09%	\$ 1,008.38
1501	3228	3.22%	\$ 1,551.50
1502	2110	2.10%	\$ 1,014.15
1503	3393	3.38%	\$ 1,630.81
1504	3393	3.38%	\$ 1,630.81

<u>Unit</u>	<u>Square Footage</u>	<u>Allocated Interests</u>	<u>Estimated Monthly Assessments</u>
1505	2110	2.10%	\$ 1,014.15
1601	2677	2.67%	\$ 1,286.67
1602	3358	3.35%	\$ 1,613.99
1603	3282	3.27%	\$ 1,577.46
1604	2677	2.67%	\$ 1,286.67
1701	7465	7.43%	\$ 3,587.97
1702	6032	6.01%	\$ 2,899.22
1703	<u>7465</u>	<u>7.43%</u>	<u>\$ 3,587.97</u>
	100358	100%	\$48,236.00

EXHIBIT B
TO
CONDOMINIUM INFORMATION STATEMENT

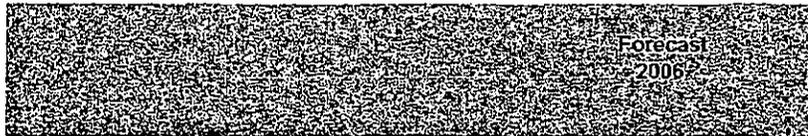
PROPOSED BUDGET

(The Proposed Budget follows this Cover Page)

Executive Summary
12 Month Budget
 (Proposed HOA costs)

The Centrum

Schedule B

Forecast
2006**Payroll and Related**

Repair and Maintenance		\$ -	\$ 31,200
General and Administrative		\$ -	\$ 33,604
Contract Valet		\$ -	\$ 85,200
Contract Security		\$ -	\$ 49,200
W/C Insurance		\$ -	\$ 1,980
Group Insurance		\$ -	\$ 4,800
Payroll Taxes		\$ -	\$ 6,876
Mileage		\$ -	\$ 180
Pagers		\$ -	\$ 780
Uniforms		\$ -	\$ -
Continuing Education		\$ -	\$ -
Employee Benefit Plan		\$ -	\$ -
Total Payroll		\$ -	\$ 213,820

UTILITIES

Electricity		\$ -	\$ 144,000
Water		\$ -	\$ 10,800
Gas		\$ -	\$ -
Total Utilities		\$ -	\$ 154,800

REPAIRS & MAINTENANCE

A.C. and Heating		\$ -	\$ 10,200
Antenna		\$ -	\$ 6,480
Buildings		\$ -	\$ 3,000
Driveways and Sidewalks		\$ -	\$ -
Electric Bulbs		\$ -	\$ 900
Electrical		\$ -	\$ 5,400
Elevator		\$ -	\$ 21,800
Exterior Lighting		\$ -	\$ 500
Fence/Gate Repairs		\$ -	\$ -
Fitness Facilities		\$ -	\$ 6,840
Garage Repairs		\$ -	\$ 2,000
Grounds		\$ -	\$ 1,500
Landscape Contract		\$ -	\$ -
Guest Room		\$ -	\$ -
Interior Plant Maintenance		\$ -	\$ 10,500
Lobby		\$ -	\$ -
Mechanical		\$ -	\$ -
Other		\$ -	\$ -
Paint Supplies Exterior		\$ -	\$ 600
Paint Supplies Interior		\$ -	\$ -
Plant/Shrub Replacement		\$ -	\$ -
Plumbing		\$ -	\$ 6,900
Pool/Fountain		\$ -	\$ -
R & M Contingency		\$ -	\$ 1,750

**Executive Summary
12 Month Budget
(Proposed HOA costs)**

The Centrum

Schedule B

		Forecast 2006	
Roofs	\$ -	\$ 3,500	
Rental Suite Expense	\$ -	\$ -	
Security Systems	\$ -	\$ 6,300	
Signs	\$ -	\$ 300	
Small Appliance Repair	\$ -	\$ -	
Small Tools	\$ -	\$ 400	
Sprinkler System	\$ -	\$ -	
Tree Maintenance	\$ -	\$ -	
Total Repairs & Maintenance	\$ -	\$ 88,870	

GENERAL BUILDING

Cleaning Supplies	\$ -	\$ 1,200	
Contract Cleaning	\$ -	\$ -	
Locks & Keys	\$ -	\$ 200	
Other	\$ -	\$ -	
Pest Control	\$ -	\$ 720	
Waste Removal	\$ -	\$ -	
Total General Building	\$ -	\$ 2,120	

GENERAL & ADMINISTRATIVE

Audit Expense	\$ -	\$ 1,200	
Bad Debts	\$ -	\$ -	
Holiday Décor	\$ -	\$ -	
Computer Expense	\$ -	\$ 1,500	
Copier Expense	\$ -	\$ 780	
Federal Income Tax	\$ -	\$ -	
Homeowner meetings	\$ -	\$ 400	
Legal	\$ -	\$ 3,000	
Management Services	\$ -	\$ 15,000	
Office Machines Repairs	\$ -	\$ 700	
Office Supplies	\$ -	\$ 600	
Other	\$ -	\$ 350	
Professional Memberships	\$ -	\$ 43,344	
Postage	\$ -	\$ 100	
Printing	\$ -	\$ 300	
Professional Fees	\$ -	\$ 12,000	
Prospective Employee Cost	\$ -	\$ 400	
Real Estate Appraisal	\$ -	\$ -	
Social Committee	\$ -	\$ -	
Reimbursables	\$ -	\$ -	
Taxes Other	\$ -	\$ -	
Telephone Communications	\$ -	\$ -	
Total General & Administrative	\$ -	\$ 79,674	

INSURANCE

AdValorem Tax		\$ -	
Auto	\$ -	\$ -	

Executive Summary
12 Month Budget
 (Proposed HOA costs)

The Centrum

Schedule B

		Forecast 2006	
Boiler & Mechanical		\$ -	\$ -
Directors & Officers		\$ -	\$ 2,740
Garage Keepers		\$ -	\$ -
General Fire & Extended TCP		\$ -	\$ -
Umbrella		\$ -	\$ 6,500
Fidelity Bond		\$ -	\$ 308
Total Insurance		\$ -	\$ 9,548

Reserve for Replacement		\$ -	\$ 30,000
Other Disbursements		\$ -	\$ -
Casualty Claims		\$ -	\$ -
Total Other		\$ -	\$ 30,000

Summary of Operations

Revenue		\$	\$ (578,832)
Operating Expenses		\$	\$ 578,832
Operating Cash(Flow)/Deficit		\$	\$ 0

Dues per square foot equals

0.48