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SECOND AMENDED AND RESTATED

CONDOMINIUM DECLARATION
FOR
THE SHELTON CONDOMINIUM
Dated as of April 18, 2006

DAL02:434381.4

SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR THE SHELTON CONDOMINIUM

This SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION (this "Declaration") made this 18th day of April, 2006, by SHELTON DUNHILL, LTD., a Texas limited partnership (hereinafter referred to as "Declarant"), for itself, its successors, grantees and assigns:

Recitals

A Declarant is the owner in fee simple of certain real property located in Dallas County, Texas, as more particularly set forth in Exhibit A attached hereto (the "Property").

B. The Property is subject to the Condominium Act (hereinafter defined) pursuant to the Declaration and Master Deed executed by The Shelton Joint Venture, as the "Declarant" thereunder, dated August 31, 1983, and recorded in Volume 83199, Page 6156 of the Records (the "Existing Declaration"), that established a plan for the individual ownership of estates in real property consisting of Units (hereinafter defined) and the appurtenant undivided interests in the Common Elements (hereinafter defined).

C. By this Declaration, Declarant intends to amend and restate the Existing Declaration in its entirety.

D. Furthermore, Declarant intends to renovate the Units (hereinafter defined) and related facilities existing on the Property.

Declaration

Declarant makes the following declarations:

1. Name. The name of the Condominium is "The Shelton Condominium." The Board of Directors may authorize the use of one or more assumed names in addition to or in lieu of such name.

2. Definitions. The following words will have the definitions as hereinafter stated:

"Articles of Incorporation" means the Articles of Incorporation of the Association filed on November 7, 1983, with the Secretary of State of Texas, as same may be amended from time to time.

"Assessments" mean a share of the funds required for the payment of Common Expenses, that from time to time are assessed against the Condominium and its Unit Owners, together with dues, fees, charges, interest, late fees, fines, collection costs, attorneys' fees, and any other amount due to the Association by each Unit Owner or levied against a Unit by the Association or otherwise permitted by the Condominium Act.

"Association" means The Shelton Condominium Association, a Texas nonprofit corporation, which is responsible for the operation of the Condominium and the Common Facilities (as defined hereafter), its successors and assigns.

"Board of Directors" or "Board" means the Board of Directors or other representative body responsible for administration of the Association.

"Building" means the existing building on the Property, which consists of 130 residential condominium units, 129 of which will be initially owned by the Declarant, and any building or structure hereafter built on the Property.

"Bylaws" means the Amended and restated Bylaws of the Association, attached hereto as Exhibit E previously adopted by the Board of Directors, as may be amended from time to time.

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

"Common Expenses" means all expenses and Assessments, including allocations to reserves, or financial liabilities of the Association that are incurred pursuant to the provisions of this Declaration, the Bylaws, or a resolution duly adopted by the Board of Directors or the Unit Owners.

"Common Facilities" means any real property or improvements thereon owned by the Association for the use and benefit of the Unit Owners.

"Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, Assessments, Rents, profits and revenues on account of the Common Elements, over the Common Expenses.

"Condominium" means The Shelton Condominium, which was formed by the filing of the Existing Declaration. This Declaration amends and restates the Existing Declaration in its entirety.

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

"Condominium Form of Ownership" means that form of ownership of real property created pursuant to the provisions of the Condominium Act, and that is composed of the Units that may be owned by one or more persons and, appurtenant to each Unit, an undivided share in the Common Elements, and containing a maximum of 130 Units.

"Condominium Parcel" means a Unit, together with the undivided share in the Common Elements appurtenant thereto.

"Constant Dollars" means the present value of the dollars to which such phrase refers. An adjustment will occur on January 1 of the sixth calendar year following the date of this Declaration, and thereafter at five year intervals. Constant Dollars will be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" will be the level of the Index for the month during which this Declaration is dated; the "Current Index Number" will be the level of the Index for the month of September of the year preceding the adjustment year; the "Index" will be the Consumer Price Index for the United States (All Urban Consumers) published by the United States Department of Commerce (base year 1984=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Board of Directors will substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

"Controllable Condominium Costs" means all Common Expenses other than (i) unavoidable or unexpected expenses, (ii) expenses attributable to the costs of utilities, taxes, and insurance, and costs of compliance with governmental regulations.

"Declarant" means Shelton Dunhill, Ltd., a Texas limited partnership, whose address for notice purposes is 3100 Monticello, Suite 300, Dallas, Texas 75205, and any assignee of Declarant evidenced by a written instrument filed for record in the Records, assigning the rights, powers, privileges and prerogatives of Declarant hereunder.

"Declarant Control" means the period commencing on the date of this Declaration and continuing until the earlier to occur of the date that is (i) three years after the date that the first deed from Declarant to a Unit Owner is recorded in the Records or (ii) one hundred twenty days after the date that deeds to not less than seventy-five percent of the Units have been recorded in the Records.

"Garage" means the parking garage located in the Building.

"GCE Parking Spaces" means all Parking Spaces that are not LCE Parking Spaces.

"GCE Storage Units" means all Storage Units that are not LCE Storage Units.

"General Common Elements" means all portions of the Common Elements that are not Limited Common Elements. The General Common Elements include, but are not limited to (i) GCE Parking Spaces and GCE Storage Units, (ii) Structural Elements, (iii) Utility Installations; (iv) easements of support in every portion of a Unit that contributes to the support of other Units and/or Common Elements and/or the Building; (v) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; (vi) fixtures on property owned or held for the common use, benefit and enjoyment of all Unit Owners; (vii) cross-easements for ingress, egress, support, maintenance, repair, replacements, and utilities; and (viii) easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Unit caused by the settlement or movement of the Building or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements will continue until such encroachments no longer exist. Areas that constitute General Common Elements include, but are not limited to, those items listed in Paragraph 9(a).

"Institutional Mortgagee" means Fremont Investment & Loan and any bank, savings and loan association, building and loan association, a state savings and loan association, credit union, an institutional investor, mortgage banker, the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation, federal or state agency, insurance company and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender that is the holder; insurer or guarantor of Mortgage Lien Indebtedness and that has provided the Association with written notice of its name, address and description of the Unit Owner's Unit upon which it holds the Mortgage Lien Indebtedness, on all or part of the Project and the successors and/or assigns of such entities.

"Insurance Proceeds" means any and all proceeds received by a Unit Owner from an insurance company as a result of a casualty loss in connection with a Unit Owner's Unit.

"Limited Common Elements" means those portions of the Common Elements that are allocated by the Condominium Act, this Declaration, and the Survey and Plot Plan for the exclusive use of one or more, but less than all, of the Units. The Limited Common Elements include those areas or facilities, if any, designated as Limited Common Elements on the Survey and Plot Plan attached as Exhibit B, the Balconies, the LCE Storage Units, and the LCE Parking Spaces, all as more fully described in Paragraph 9(b) of this Declaration.

"LCE Parking Spaces" means the Parking Spaces that are assigned as LCE Parking Spaces in accordance with this Declaration.

"LCE Storage Units" means the Storage Units that are assigned as LCE Storage Units in accordance with this Declaration.

"Management Agreement" means an agreement, if any, that provides for the day-to-day management of the Project.

"Manager" means the manager under any Management Agreement approved by the Board of Directors.

"Member" means an owner of a fee simple estate in any Condominium Parcel who is a member of the Association.

"Mortgage Lien Indebtedness" means any indebtedness secured by a lien or encumbrance upon a Unit Owner's Unit for the purpose of purchase, home equity, or reverse mortgage.

"Parking Spaces" means, collectively, the LCE Parking Spaces and the GCE Parking Spaces, all of which are located in the Garage.

"Past Due Rate" means the maximum lawful rate of interest under Texas law or, if there be no maximum lawful rate, the rate of eighteen percent per annum.

"Pool" means the swimming pool located on the 7^{th} floor of the Building.

"Pool Area" means the exterior, open area around the swimming pool.

"Project" means the Property, the Building, and all improvements constructed within the Property, including 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 Property, and including the air rights, easements, leaseholds, and personal property that are submitted to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto provided by Declarant intended for use in connection with the Condominium.

"Property" has the meaning set forth above in the Recitals.

"Records" means the real property records of Dallas County, Texas.

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

"Senior Lender" means Fremont Investment & Loan, a California industrial bank.

"Senior Loan" means the $46,084,967 construction loan obtained by the Declarant, as borrowers, from Senior Lender, to provide funds for the renovation of the Building, which construction loan is evidenced and secured by the Senior Loan Documents.

"Senior Loan Documents" means a Promissory Note payable to Senior Lender in the amount of the Senior Loan and any and all other pledges, mortgages, deeds of trust or deeds to secure debt (including a mortgage or deed of trust against the Project), loan agreements, loan applications, commitments, estoppels, subordination agreements, indemnities (including environmental indemnities), certificates, guarantees, assignments of rents and leases or other property rights, cash management and related agreements, security agreements, affidavits, financing statements, reserve and capital improvement agreements, escrow agreements, notices and other instruments or agreements of any kind or nature whatsoever, and any other documents and instruments required by Senior Lender to be executed by the Declarant to evidence or secure the Senior Loan.

"Storage Units" means, collectively, the GCE Storage Units and the LCE Storage Units.

"Structural Elements" means structural members and installations of any kind, including exterior walls, interior load bearing walls, the balcony structure, and fixtures, appliances, and stairways within a Unit, that are not removable without jeopardizing the soundness, safety, or usefulness of the remainder of the Building, the Unit, or another Unit.

"Survey and Plot Plan" means that certain plot plan that generally shows the Common Elements and easements benefiting and burdening the Project and the survey plat prepared by Doug Connally & Associates, Inc., attached hereto as Exhibit B, including, without limitation, information as is desirable or required by Sections 82.054 and 82.059 of the Condominium Act, including a certification as to compliance with Section 82.059 of the Condominium Act. The measurements set forth on the Survey as to each Unit may not be precisely accurate as to any Unit due to variances in construction and renovation and interior floor plans. Declarant will not be liable to any owner as a result of any discrepancies in actual Unit measurements from those set forth on the Survey, and each Unit Owner, by accepting a deed to a Unit, waives any such claim or cause of action against Declarant.

"Unit Owner" means the owner of a fee simple estate in a Condominium Parcel.

"Unit" or "Units" means that portion of the Condominium subject to exclusive ownership as identified and designated in the Survey and Plot Plan contained in Exhibit B. Boundaries of a Unit as well as inclusions and exclusions from a Unit are as follows:

(A) Each Unit consists of:

(1) the volume of space enclosed by the following boundaries:

(i) the exterior of exterior perimeter walls (i.e., walls that lie between the Unit and the outside of the Building), as extended adjacent to the innermost surface of the exterior windows and balcony doors and their frames,

(ii) the center points of perimeter walls between such Unit and any adjacent Units,

(iii) the center points of perimeter walls between such Unit and any interior corridors or other General Common Elements,

(iv) perimeter ceilings from the interior unfinished surface of such ceilings, and

(v) perimeter floors from the interior unfinished surface of such floors.

plus

(2) the volume of space enclosed by the following boundaries (called the "Balcony Area"):

(i) the entire floor of the balcony to which such unit is adjacent and connected by an exterior door,

(ii) extending directly up vertically by nine feet.

(B) Each Unit will include:

(1) all interior dividing walls and partitions other than load-bearing interior walls and partitions,

(2) the decorated inner surfaces of the interior walls, floors (including the balcony floor) and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as part of the physical structure of the Unit,

(3) all fixtures, mechanical systems, and equipment installed for the sole and exclusive use of the Unit, and

(4) interior doors adjacent to interior hallways.

(C) The following are not part of a "Unit" even if wholly or partially enclosed within the area described in (A) above:

(1) Utility Installations;

(2) Structural Elements; or

(3) balcony doors, exterior windows, and their frames.

"Utility Installations" means conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling, and ventilation to the Units (which may be to a Unit other than the Unit containing the installation) and to Common Elements and/or the Building.

"Voting Interest" The voting rights distributed to the Unit Owners pursuant to Paragraph 13(c) of this Declaration.

3. Property Submitted To Condominium Form Of Ownership.

(a) Submitted Lands. Subject to easements, restrictions and reservations of record, Declarant, being the owner of fee simple title to the Property, does hereby submit the Property and improvements thereon to condominium ownership pursuant to the presently existing provisions of the Condominium Act.

A Survey and Plot Plan locating and identifying each Unit and the Common Elements, their relative locations and approximate dimensions, is attached hereto as Exhibit B and is recorded in the Records. The locations, dimensions, descriptions, identification and numbering or lettering of the respective Units will be as described in Exhibit B and any subsequent amendment thereto as is hereinafter provided.

4. Parking Spaces; Storage Units; Balconies. The LCE Parking Spaces and LCE Storage Units, which will be assigned by Declarant as hereinafter provided, will be Limited Common Elements appurtenant to the Units to which assigned. The right to use LCE Parking Spaces will be assigned by Declarant so as to provide the right to use a minimum of one parking space per Unit. Units may or may not be assigned LCE Storage Units. Some Units may be assigned more than one LCE Parking Space.

If a specific LCE Parking Space or LCE Storage Unit is assigned in connection with the sale of a Unit by Declarant, said designated LCE Parking Space or spaces and/or LCE Storage Unit will be appurtenances to the Unit owned by the owner to whom the right to use such LCE Parking Space or spaces and/or LCE Storage Unit is initially assigned. The Association will not thereafter reassign or change said owner's LCE Parking Spaces or LCE Storage Unit without his or her written consent. A Unit Owner may transfer, assign, license or lease the use of the LCE Parking Spaces and/or LCE Storage Unit assigned to the Unit Owner provided that such assignment, transfer, license or lease is to another Member of the Association, the Unit Owner delivers written notice of such assignment, transfer, license or lease to the Association, and each Unit Owner at all times retains the right to use at least one LCE Parking Space. A conveyance of the Unit will also transfer, as an appurtenance to said Unit, the right to use the designated LCE Parking Space or Spaces and LCE Storage Unit, if any, that have not been transferred or assigned by the Unit Owner to another Member without necessity of reference to or description of such LCE Parking Spaces or LCE Storage Unit.

Designation of LCE Parking Spaces and the LCE Storage Unit assigned to a Unit Owner may be made in the deed of conveyance or by separate written assignment or other instrument. The Declarant may, in its sole discretion, increase the number of parking spaces and storage units assigned or leased to a Unit by selling or assigning other LCE Parking Spaces and/or LCE Storage Units to any Unit or Units.

During such time as Declarant will own any Units in the Condominium and will not have designated in respect of such Units the required number of LCE Parking Spaces or LCE Storage Units, Declarant will control and have the right in lieu of the Association to make all designations of LCE Parking Spaces and LCE Storage Units. Until Declarant, in whole or in part, relinquishes the right to designate LCE Parking Spaces and LCE Storage Units or until Declarant has designated with respect to all unsold Units retained by Declarant or owned by Declarant (or Declarant's successor as Declarant) the required number of LCE Parking Spaces and LCE Storage Units, the Association will not exercise the right and authorities herein granted to the Association in respect to LCE Parking Spaces and LCE Storage Units but all such rights will be exclusively exercisable by Declarant. Declarant may, at any time, by an instrument in writing delivered to the Association, relinquish in whole or in part any of its rights herein relative to the designation of LCE Parking Spaces and/or LCE Storage Units. This provision regarding LCE Parking Spaces and LCE Storage Units may not be amended without the written consent of Declarant during such periods of time as Declarant will have any rights hereunder to designate or control the designation of LCE Parking Spaces and/or LCE Storage Units.

Notwithstanding any provision to the contrary, Declarant reserves the right to assign and re-assign any handicap LCE Parking Spaces to such Unit Owners as Declarant determines such LCE Parking Spaces should be assigned to in Declarant's sole and absolute discretion.

Neither Declarant, the Association, nor the Board of Directors will be liable to any Unit Owner for damage or destruction of any Unit Owner's property stored in an LCE Storage Unit caused by water, moisture, mold, dust, or any other cause.

5. Unit Identification. The location of the Units submitted to the Condominium Form of Ownership is set forth on the Survey and Plot Plan attached hereto and made a part hereof as Exhibit B. Each Unit is described on said Survey and Plot Plan in such manner that there can be determined therefrom the identification, location, dimensions and size of each as well as the General Common Elements and Limited Common Elements, if any, appurtenant thereto. Each Unit is identified by a number/letter as shown on the Survey and Plot Plan attached hereto as Exhibit B and made a part hereof, so that no such Unit bears the same designation as any other such Unit.

6. Change In Plans And Specifications. Declarant is hereby authorized to make changes in the plans and specifications and construction and renovation methods and materials during the construction or renovation of improvements, so long as such changes do not conflict with mandatory provisions of the Condominium Act.

7. Certain Easements And Rights Of Access. Each of the following easements is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each will survive the termination of the Condominium. By deeding a Unit, Declarant hereby grants to such Unit Owner, and by accepting any such deed, such Unit Owner hereby grants to Declarant and each other Unit Owner, the easements described below. Furthermore, by executing this Declaration, Declarant hereby grants to the Unit Owner of Unit 1405, and by executing this Declaration, such Unit Owner hereby grants to Declarant and each other Unit Owner, the easements described below.

(a) Use of General Common Elements. Perpetual non-exclusive easement burdening the General Common Elements and in favor of all of the Unit Owners and residents of the Condominium, and their tenants, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. This includes (i) easements for pedestrian and vehicular traffic over, through and across the Common Elements intended for such purpose and (ii) perpetual non-exclusive easement for utilities, drainage, and ingress and egress, together with the right to maintain and repair same, over, under, and across the Common Elements.

(b) Utility Services. Easements as may be required for utility services in order to adequately serve the Building or any Unit or Common Element, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, internet, satellite television facilities, cable television facilities and any electronic security facilities. However, easements through a Unit will be only according to the plans and specifications for the Building or as the Building is actually constructed, renovated, or reconstructed. A Unit Owner may do nothing within or outside his or her Unit that interferes with or impairs the utility services using these easements. The Association or its designee will have a right of access to each Unit and the improvements constructed thereon when necessary for the maintenance, repair or replacement of any Common Elements (which include Limited Common Elements and balcony structures) or for making emergency repairs that are necessary to prevent damage to the Common Elements (which include Limited Common Elements) or to another Unit or Units, provided, however, such right of access will not be deemed to be an easement and will not unreasonably interfere with the Unit Owner's permitted use of the Unit and, except in the event of an emergency, entry into any Unit will be made on reasonable notice to the Unit Owner.

(c) Easement of Support. Easement of support burdening every portion of a Unit contributing to the support of the Building or an adjacent Unit, for the benefit of all Units and the Building.

(d) Encroachments. If any portion of the Common Elements or Limited Common Elements encroaches upon any Unit, if any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements; or if any encroachment will hereafter occur as a result of (i) construction, reconstruction, or renovation of any improvement; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association; or (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or Limited Common Elements, an easement for such encroachment and for the maintenance of the same so long as the improvements will stand. Any such easement for encroachment will include an easement for the maintenance and use of encroaching improvements in favor of each of the Unit Owners and their respective designees.

(e) The Declarant hereby reserves for both the Declarant, prior to the termination of Declarant Control, and the Association, after the termination of Declarant Control, the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Unit Owners and residents of the Condominium and their tenants, guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Unit Owners and residents of the Condominium and their tenants, guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the health, safety or welfare of the Unit Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of any Units for dwelling purposes, no joinder of any Unit Owner or any mortgagee of any Unit will be required or, if same would unreasonably and adversely interfere with the use of any Unit for dwelling purposes, only the joinder of the Unit Owners and mortgagees of any Units so affected will be required. To the extent required, all Unit Owners hereby irrevocably appoint the Declarant, prior to the termination of Declarant Control, and the Association, after the termination of Declarant Control, as their attorney-in-fact for the foregoing purposes. Furthermore, the creation of this Condominium is subject to restrictions, reservations, and easements that have been placed of record prior to the formation and filing hereof.

8. Declarant's Units And Privileges. Declarant is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any person approved by it, except to the extent prohibited by law. Declarant will have the right to transact in the Building any business necessary to consummate the sale of any Units, including but not limited to the right to maintain models, sales offices, erect signs, place employees in the office, use the Common

Elements and show unsold Units. In addition to and without limiting the generality of the foregoing, Declarant will have the right to show the Units it owns, the Limited Common Elements appurtenant thereto, if any, and the Common Elements to prospective purchasers and tenants, as well as the right to maintain a sales office, and to place and maintain signs and other promotional material on the Common Elements. The signs and all items pertaining to sales will not be considered Common Elements and will remain the property of Declarant. In the event there are unsold Units, Declarant retains the right to be the Unit Owner thereof, under the same terms and conditions as other Unit Owners, save for this right to sell, rent or lease as contained in this Paragraph 8.

9. General Common Elements And Limited Common Elements.

(a) The General Common Elements, as hereinabove defined, will include within its meaning the following, which are marked on Exhibit B:

(1) Residential Trash Chute;

(2) Entrance Area;

(3) Lobby Area;

(4) Office Area

(5) Elevator;

(6) Service Elevator;

(7) GCE Parking Spaces;

(8) GCE Storage Units; and

(9) Pool and Pool Area.

(b) The Limited Common Elements, as hereinabove defined, will include within its meaning, the following items:

(1) Storage Units. To those Units to which a storage unit has been assigned, such assigned LCE Storage Unit.

(2) Parking Areas. One LCE Parking Space, as assigned by Declarant.

Notwithstanding any provision to the contrary, amendments to the Common Elements may be made by Declarant only if permitted or not prohibited by the Condominium Act and at all times when Declarant owns any Unit or other real property interest in the Condominium, or for such lesser time as may be permitted by the Condominium Act.

Unit Owners will not do anything within their Units or on the Common Elements that would adversely affect the safety or soundness of the Common Elements or any portion of the Building.

10. Percentage Of Ownership Of Common Elements. The undivided fractional share of the ownership of the Common Elements will be the percentage set forth next to the Unit as set forth in Exhibit C attached hereto. The Common Elements will remain undivided.

11. Common Expenses And Common Surplus.

(a) Except as provided in Paragraph 11(b) below, all Common Expenses of the Association, as defined hereinabove, will be shared by all Unit Owners in accordance with the undivided share in the ownership of the Common Elements attributable to each Unit submitted to condominium ownership, as set forth in Paragraph 10 hereinabove. It is understood that this will include all expenses in connection with any Assessments, insurance, and all other expenditures for which the Association will be responsible.

(b) Notwithstanding Paragraph 11(a) above, certain expenses of the Association will be shared by Unit Owners as follows:

(1) Any costs incurred by the Association for the maintenance, repair and replacement of any heating, ventilating, air conditioning, or other utility within a particular Unit, or utility line exclusively serving a Unit, will be paid by the Unit Owner for such Unit.

(2) Any costs incurred by the Association for the maintenance, repair and replacement of the an individual LCE Storage Units that has been assigned to a Unit will be paid entirely by the Unit Owner to which such LCE Storage Unit has been assigned.

(3) Any costs incurred by the Association for the maintenance, repair (including cracks), or replacement of a balcony structure will be paid entirely by the Unit Owner of the Unit adjacent to such balcony structure (i.e., the Unit whose Balcony Area is immediately above such Balcony structure).

(c) The Common Surplus will be owned by Unit Owners in accordance with the undivided share in the ownership of the Common Elements attributable to each Unit submitted to condominium ownership pursuant to this Declaration, as set forth in Paragraph 10 hereinabove; provided, however, that the Common Surplus will be used from time to time in accordance with the budget prepared from time to time by the Association or the direction of the Association, and no Unit Owner will be entitled to a return of its Common Surplus upon sale of its Unit or otherwise.

12. Governing Body. The affairs of the Condominium will be conducted by the Association, which is a nonprofit corporation organized pursuant to the Texas law. A copy of the filed Articles of Incorporation of the Association is attached hereto as Exhibit D. The Amended and Restated Bylaws of the Association are attached hereto as Exhibit E. Such Amended and Restated Bylaws amend and restate in their entirety any existing bylaws of the Association. The Association may use a fictitious name and adopt a fictitious name for the Condominium as adopted by the Board of Directors from time to time. 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 Condominium Act. Any and all actions taken by the Association pursuant to this Declaration, the Condominium Act or the Bylaws is binding on all Unit Owners. This Declaration does not provide for any limitations or restrictions on the power of the Association or the Board of Directors.

13. Membership In The Association.

(a) The Association will at all times maintain a register setting forth names of the Unit Owners of all of the Units; and in the event of the sale or transfer of any Unit to a third party, the purchaser or transferee will notify the Association in writing of his or her interest in such Unit together with such recording information as will be pertinent to identify the instrument by which purchaser or transferee has acquired his or her interest in the Unit. Further, the Unit Owner of each Unit will at all times notify the Association of the names of the parties holding any mortgage or mortgages on any Unit, the amount of such mortgage or mortgages and the recording information that will be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Unit may, if he or it so desires, notify the Association of the existence of any mortgage or mortgages held by such party on any Unit and, upon receipt of such notice, the Association will register in its records all pertinent information pertaining to the same.

(b) Declarant and all persons hereinafter owning an interest in the Units, whose interest is evidenced by the recordation of a proper instrument in the Records, will automatically be Members of the Association and such membership will automatically terminate when such persons have divested themselves of such interest.

(c) A Unit Owner or Unit Owners of a single Unit will collectively be entitled to one vote for each one-thousandth of one percent of the percentage ownership of the Common Elements attributable to such Unit as set forth on Exhibit C attached hereto. Thus, a Unit with a 1.250% percentage ownership in the Common Elements will be entitled to 1,250 votes and the aggregate votes allocated to all of the Units will be 100,000. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration, the Articles of Incorporation or Bylaws unless the particular provision describing the vote required will specifically require to the contrary, the vote required will be that percentage or fraction of the total number of Voting Interest of the Unit Owners present and voting, or if the provision involved so requires, that percentage or fraction of the total number of Voting Interests entitled to be voted on the matter. Unless a particular provision will require otherwise, a majority vote of the number of Voting Interests of Unit Owners present and voting and entitled to vote on any matter will be controlling, provided a quorum is present. A person or entity owning an interest in more than one Unit may be designated as a voting Member for each Unit that he or it owns, and may cast the votes for each such Unit.

(d) All the affairs, policies, regulations and property of the Association will be controlled and governed by the Board of Directors, consisting of not less than three voting Members who are to be elected annually by the voting Members in accordance with the Bylaws.

14. Amendment Of Declaration. This Declaration may be amended at a meeting of the Unit Owners at which the amendment is approved by those Unit Owners holding not less than sixty-seven percent of the Voting Interest of the Members of the Association and by the vote of not less than fifty-one percent of the Institutional Mortgagees (which may be granted by written consent of such Institutional Mortgagees). Such amendment will be evidenced by a written instrument executed and acknowledged by an officer of the Association on behalf of the consenting Unit Owners and by the consenting Institutional Mortgagees and filed in the Records. Any such amendment so effected will be binding upon all of the Unit Owners, provided however that except as permitted or required by the Condominium Act, (i) no such amendment will cause the alteration or destruction of a Unit or of a Limited Common Element unless such amendment has been consented to by the Unit Owner and the Institutional Mortgagees of the Unit that is to be altered or destroyed or by the Unit Owner, and Institutional Mortgagees of a Unit to which the Limited Common Element that is to be altered or destroyed is appurtenant, (ii) create or increase "special declarant rights" (as defined in the Condominium Act), (iii) increase the number of Units by subdivison or otherwise (except as permitted by Paragraph 24(d) of this Declaration), (iv) combine or otherwise change the boundaries of a Unit (except as permitted by Paragraph

24(d) of this Declaration), (v) alter or destroy a Unit or Limited Common Element (except as permitted by Paragraph 24(d) of this Declaration) or (vi) change the use restrictions on a Unit unless such amendment has been consented to by one hundred percent of the Voting Interests of the Members of the Association. Notwithstanding the foregoing, no such amendment will become effective unless approved by Declarant if Declarant still owns one or more Units and the amendment would, in Declarant's reasonable determination, (A) increase or otherwise modify Declarant's obligations; (B) reduce or modify any "special declarant rights"; or (C) materially inhibit or delay Declarant's ability to complete renovation of the Building or to convey any portion of the Property owned by Declarant.

15. Type Of Ownership. Ownership of each Unit, and the undivided share in the Common Elements herein specified, will be evidenced by Special Warranty Deed from Declarant conveying fee simple title to the Unit.

16. Assessments, Liability, Lien, Interest, Collection, Budget.

(a) The Association, through its Board of Directors, will have the power to make and collect Assessments, special assessments and such other assessments as are provided for by the Condominium Act, this Declaration, and/or the Bylaws.

(b) Common Expenses will include, but not be limited to, costs and expenses incurred or expended by the Association for operation, maintenance, and management of the Project, assessments payable or allocable to the Association and any other person or other association for the maintenance, repair and/or replacement of improvements benefiting the Building or any part thereof, property taxes and assessments against the Project (until such time as any of such taxes and assessments are made against the Condominium Parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Project as a whole), insurance premiums as described in Paragraph 19, legal and accounting fees, management fees and operating expenses of the Project and the Association, maintenance, repairs and replacement (but only as to the Common Elements and Limited Common Elements, except for emergency repairs or replacements to individual Units deemed necessary to protect the Common Elements and if properly chargeable to the individual Unit concerned the Association may nevertheless thereafter charge such individual Unit Owner concerned), charges for utilities and water used in common for the benefit of the Condominium or if not separately metered for each Unit and any bulk metered or bulk calculated utility services rendered to the Building or the Units for their benefit, cleaning and janitorial services for the Common Elements and Limited Common Elements, internet, cable television, satellite television and liability incurred by the Association in and about the enforcement of its rights and duties against the Members or others, and the creation of reasonable contingency or reserve requirements for the protection of the Members and the Project (i.e., reserves for replacements, operating reserve to cover deficiencies and unforeseen contingencies), and all other expenses declared by the Board of Directors to be Common Expenses from time to time, and any and all other sums due from the Association under any agreement, lease, contract or undertaking for recreational facilities. Until such time as Declarant Control of the Condominium will have terminated, the Association's reserve funds may not be used for payment of operating expenses of the Condominium.

(c) Prior to the commencement of each fiscal year of the Association, the Board of Directors will prepare and deliver to each of the Unit Owners a budget setting forth the anticipated Common Expenses for the ensuing year. Such budget will be in sufficient detail so as to inform each Unit Owner of the nature and extent of the Common Expenses anticipated to be incurred, and will be accompanied by a statement setting forth each Unit Owner's monthly share thereof and the date as of which such monthly Assessments commence to be payable. No further communication will be necessary to establish the amount of each Unit Owner's obligation regarding the monthly Assessments payable hereunder, and the failure of the Board of Directors to timely deliver the budget provided for herein will in no event excuse or relieve a Unit Owner from the payment of the monthly Assessments contemplated hereby. Any budget prepared and delivered to the Unit Owners as hereby contemplated may be amended as and to the extent reasonably necessary, and the amount of a Unit Owner's monthly Assessment changed to correspond therewith. Commencing with the next proposed budget prepared after the second anniversary of the closing of the sale of the first Unit and for each fiscal year thereafter, if the Controllable Condominium Costs portion of the proposed budget for a fiscal year increases more than twenty percent above the Controllable Condominium Costs portion of the budget for the preceding fiscal year, such budget must be approved by the affirmative vote of the Unit Owners holding not less than sixty-seven percent of the Voting Interests of the Members of the Association. Assessments for Common Expenses will be borne by Unit Owners in the portions or shares set forth in Paragraphs 10 and 11 hereinabove.

(d) Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors will have the authority to levy and collect additional assessments to meet such needs of the Association.

(e) All notices of assessments from the Association to the Unit Owners will designate when they are due and payable.

(f) Declarant hereby reserves and assigns to the Association a lien, pursuant to the provisions of Section 82.113 of the Condominium Act, against each Unit, Unit Owner, the Rents, if any, payable to the Unit Owner and Insurance Proceeds received by the Unit Owner to secure the payment of all Assessments, which lien will be and constitute a lien and encumbrance, in favor of the Association, upon such Unit Owner's Unit, the Rents and any Insurance Proceeds. The liens established herein will be prior and superior to all other liens and encumbrances subsequently created upon such Unit Owner's Unit, Rents and Insurance Proceeds, regardless of how created, evidenced or perfected, other than the lien securing the payment of a Mortgage Lien Indebtedness held by an Institutional Mortgagee (provided such lien was recorded prior to the date on which the Assessment became delinquent and subject to Paragraph 16(g) below) and the liens for unpaid taxes, assessments and other governmental impositions. The liens and encumbrances created herein may be enforced by any means available at law or in equity, including, without limitation, a non-judicial foreclosure sale of the Unit of a defaulting Unit 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 Unit Owner of each Unit, by acquisition of such Unit Owner's Unit, grants to the Association a power of sale in connection with the Association's liens. By written resolution, the Board of Directors may appoint, from time to time, an officer, agent, trustee or attorney of the Association to exercise the power of, sale on behalf of the Association. The Association may bid for and purchase the Unit Owner's Unit, as a Common Expense, at any such foreclosure sale.

(g) A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The liability of an Institutional Mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the Institutional Mortgagee's or its successors or assignees acquisition of title is limited to the lesser of:

(1) The Unit's unpaid Common Expenses and regular periodic assessments that accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(2) Five percent of the original principal amount of the mortgage debt. The person acquiring title will pay the amount owed to the Association within thirty days after transfer of title. Failure to pay the full amount when due will entitle the Association to proceed in the same manner as provided in this section for the collection of unpaid assessments.

(h) The Unit Owner of a Unit purchased by the Association, at a foreclosure sale of the Association's lien for Assessments, may redeem the Unit not later than the ninetieth day after the date of the foreclosure sale. To redeem the Unit, the Unit Owner must pay to the Association all amounts due the Association 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 Association in foreclosing the lien, any Assessment levied against the Unit by the Association after the foreclosure sale, and any reasonable costs incurred by the Association, as Unit Owner of the Unit, including costs of maintenance and leasing. Upon redemption, the Association will execute a deed to the redeeming Unit Owner of the Unit. 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 Unit Owner of the Unit records prior to such date, the deed from the Association or an affidavit stating that the Unit Owner has exercised the right of redemption. A Unit that has been redeemed remains subject to all liens and encumbrances on the Unit before foreclosure. All Rents collected from the Unit by the Association from the date of foreclosure sale to the date of redemption belong to the Association, but the Rents will be credited against the redemption amount. If the Association purchases a Unit at a sale foreclosing the Association's lien, the Association may not transfer ownership of the Unit during the redemption period to a person other than a redeeming Unit Owner.

(i) In the event the Unit Owner of a Unit defaults in the Unit Owner's monetary obligations to the Association, the Association may notify other lienholders of the default and the Association's intent to foreclose its lien. The Association will notify any holder of a recorded lien or duly perfected mechanic's lien against a Unit that has given the Association a written request for notification of the Unit Owner's monetary default or the Association's intent to foreclose its lien.

(j) Nothing contained in this Declaration will prohibit the 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.

(k) Water, Gas and Electric Submetering Systems. The Association may implement submetering systems to measure usage of water, gas and/or electricity for each Owner's Unit, if not already submetered. To the extent such a submetering system is implemented for any or all of the foregoing utilities, the Association will cause a monthly statement of usage and the cost thereof to be furnished to each Unit Owner. Each Unit Owner will pay to the Association (or a submetering system contractor selected by the Association, if the Association notifies the Owners that it has engaged such a contractor) all such usage costs applicable to such Owner's Unit as reflected on a monthly statement received from the Association. Each such monthly payment will be made by each Unit Owner on or before the due date reflected on each monthly statement. Each submetering system contemplates that the Association pay the costs for all Units in advance and be reimbursed by the Unit Owners upon receipt of payments made by the Unit Owners. All sums paid by the Association on behalf of any Owner for any such usage will constitute an Assessment payable by such Unit Owner to the Association, and the amount thereof will constitute a lien upon such Owner's Unit. The Association will be entitled to enforce any such lien in accordance with and pursuant to the provisions of Paragraph 16(f) of this Declaration.

17. Maintenance. The responsibility for the maintenance of the Project will be as follows:

(a) By the Association. The Association will be responsible for the maintenance, repair or replacement of the following, the costs of which are part of the Common Expenses:

(1) All Common Elements.

(2) All portions of the Units (except interior wall surfaces) contributing to the support of the Building, which portions will include, but not be limited to, load bearing columns and walls.

(3) The air conditioning and heating system on each floor (excluding the air conditioning and heating systems inside each Unit Owner's Unit).

All incidental damage caused to a Unit by such work will be promptly repaired at the expense of the Association.

(b) By the Unit Owner. Each Unit Owner, at such Unit Owner's expense, will:

(1) Operate, maintain, repair and replace all portions of the Unit Owner's Unit, except the portions to be maintained, repaired and replaced by the Association, if any. All such maintenance, repairs and replacements will be done without disturbing the rights of other Unit Owners or its invitees;

(2) Without limiting the foregoing, clean the Balcony Area that is part of the Unit Owner's Unit;

(3) Maintenance, repair and replacement of the air conditioning and heating systems inside each Unit Owner's Unit; and

(4) Within the Unit Owner's Unit, clean, maintain, repair and replace all cabinets, electrical fixtures, appliances, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, if any, dryers, if any, disposals, if any, compactors, if any, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television or data transmission, sewage and sanitary service to the Unit, as well as all personal property of the Unit Owner; provided, however, any repairs to any plumbing or sewer systems or electrical wiring will only be performed by repairmen, contractors, or technicians approved by the Association.

All property to be cleaned, maintained, repaired and/or replaced by a Unit Owner will be maintained at all times to quality standards and in good working order, if same affects the exterior appearance of the Building, so as to preserve a well-kept appearance throughout the Building, and no such maintenance repair or replacement will be performed in a manner that changes or alters the exterior appearance of the Building from its original appearance or condition without the prior written consent of the Association. All property to be maintained, repaired and/or replaced by a Unit Owner that is inside of the Unit Owner's Unit and which does not affect the exterior appearance of the Building will be maintained at all times in a condition that does not and will not adversely affect any other Unit Owner, or any portion of the Building.

No Unit Owner will operate, maintain, repair or replace any portion of the Common Elements or Common Facilities to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Unit Owner will promptly report to the Association any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the Association.

Notwithstanding anything herein to the contrary, the cost and expense of any maintenance, repair or replacement of the Building necessitated by the negligence, misuse or neglect of a specific Unit Owner(s) or the Unit Owner's(s') tenants, guests or invitees, will be the sole responsibility of said Unit Owner(s). Additionally, in the event a Unit Owner fails to comply with the requirements set forth in this Paragraph 17(b), the Association, may undertake such obligations on behalf of such Unit Owner and the cost and expense of any such obligations taken on behalf of such Unit Owner by the Association will constitute an Assessment payable by such Owner to the Association, and the amount thereof will constitute a lien upon such Owner's Unit. The Association will be entitled to enforce any such lien in accordance with and pursuant to the provisions of Paragraph 16(f) of this Declaration.

(c) At the Option of the Association. Notwithstanding anything herein to the contrary, if any of the maintenance, repair or replacement items described in Paragraph 17(b) above involve the mechanical, electrical, plumbing, heating, ventilation or air conditioning systems affecting the Building, the Association will have the right, but not the obligation, to perform such maintenance, repair or replacement and charge the Unit Owner the applicable charge for such maintenance, repair or replacement.

(d) At the Option of the Association. The Association may, at its own expense (which will be part of the Common Expense):

(1) Use and expend the assessments collected to maintain, care for, and preserve the Project, except those portions thereof which are expressly required to be maintained, cared for, and preserved by the Unit Owners and except that assessments for reserves will be used for the purposes for which they are reserved unless their use for other purposes is approved in advance by a vote of the majority of the Voting Interest of the Members of the Association at a duly called meeting;

(2) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) Enter into and upon the Units when necessary and with as little inconvenience to the Owners as possible in connection with the maintenance, repair or replacement of any Common Elements including any Limited Common Elements or for making emergency repairs

that are necessary to prevent damage to the Common Elements including any Limited Common Elements or to another Unit or Units. Whenever it is necessary to enter any Unit for the purpose of performing any such maintenance, repair and replacement, the Unit Owner will permit the Association or persons authorized by it to enter the Unit for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency, no advance notice will be required. To facilitate entry in the event of any emergency, the Unit Owner of each Unit, if required by the Association, will deposit a key to his or her Unit with the Board of Directors or the Board's designee;

(4) Insure and keep insured said Project in the manner set forth in the Declaration against loss from fire and/or other casualty, and Unit Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;

(5) Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violation of the Bylaws and/or the rules and regulations of the Association, if any, and the terms and conditions of this Declaration;

(6) Employ personnel and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of a manager, including the right to employ or contract with, if deemed advisable, a maintenance service contractor or manager, who will maintain, service or manage the Building, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the Building;

(7) Pay any charge, assessment or tax imposed by any improvement district or special taxing district; and

(8) Pay any and all charges due under the Management Agreement.

18. Enforcement Of Maintenance. In the event an Owner fails to discharge the Owner's maintenance obligations as required in Paragraph 17, the Association will be entitled (but not obligated) to cause such work to be done, and the cost and expense thereof will be and constitute a lien upon such Unit Owner's Unit that lien may be enforced in the same method as is provided for the enforcement of Assessment liens pursuant to the provisions of Paragraph 16 of this Declaration. Damage to the interior of any Unit resulting from such maintenance, repair and replacement activities by the Association, whether by reason of an emergency or otherwise, will constitute a Common Expense and be payable by the Association; provided, however, that if such maintenance, repairs or replacements are the result of the misuse or negligence of a Unit Owner, or its guests or invitees, then such Unit Owner will be responsible and liable far all such damage.

19. Insurance. The insurance (other than title insurance) that will be carried upon the Project and the property of the Unit Owners will be governed by the following provisions:

(a) Purchase. Commencing on the date hereof, the Association will obtain and maintain, as a Common Expense, insurance coverage required pursuant to Section 82.111 of the Condominium Act and such additional coverage as the Association, acting through its Board of Directors, deems appropriate or as required by the Manager pursuant to the Management Agreement. Furthermore, for so long as any portion of the Senior Loan remains outstanding and unpaid, the Association will obtain and maintain such other insurance coverage as may then be required by the Senior Loan Documents.

(b) Named Insured; Custody and Payment of Policies. All insurance policies will provide that:

(1) each Unit Owner is an insured person under such policies with respect to liability arising out of the Unit Owner's ownership of an undivided interest in the Common Elements or membership in the Association;

(2) insurance trust agreements will be recognized;

(3) the coverage of the policy is not prejudiced by any act or omission of an individual Unit Owner to the extent that such act or omission is not within the collective control of all Unit Owners;

(4) such policy is primary insurance if at the time of a loss under the policy any Unit Owner has other insurance covering the same property covered by the policy;

(5) no action or omission of any Unit Owner, unless validly exercised on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(6) such policy will not lapse, be canceled or modified, or renewal refused, except after thirty days prior written notice to the Association;

(7) the named insured will be the Manager and the Association individually and as an agent for the Unit Owners covered by the policy without naming them and their mortgagees to the extent of their respective interests; and

(8) payments for losses made by the insurer will be paid to the Insurance Trustee (as described in Paragraph 19(o) below) (if appointed).

The above insurance provision specifically does not include coverage on property owned by Unit Owner, including without limitation, coverage for floor coverings, wall coverings, ceiling coverings, interior walls and partitions and any fixtures within the unfinished perimeter surfaces of each Unit or for personal liability or living expenses of Unit Owners. Each Unit Owner should obtain insurance coverage at his or her own expense to protect his or her Unit, furnishings, including floor coverings, wall coverings or ceiling coverings, furniture, personal property, personal liability, and living expenses and all electrical fixtures, appliances, air conditioner, heating equipment, water heater and built-in cabinets located within the Unit. The insurance coverage acquired by the Association does not protect a Unit Owner against liability, personal injury, or damage occurring within his or her Unit; it does not cover loss or damage to the Unit and its contents resulting from fire, theft, loss, vandalism, wind, water, rain, hurricanes or other casualty, and it does not include floor coverings, wall coverings, ceilings coverings, living expenses and all electrical fixtures, appliances, air conditioner, heating equipment, water heater and built-in cabinets located within the Unit. It will be the obligation of the individual Unit Owner to purchase and pay for insurance covering such risks.

(c) Coverage. The following insurance coverage will be carried:

(1) Property insurance coverage, affording protection against loss or damage by occurrences covered by an "all-risk," special form policy and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the Building.

(2) Commercial general liability coverage in such amounts and with such coverage as will be required by the Board of Directors, with no cross-liability exclusions.

(3) Workers' compensation coverage in such amounts and with such coverage as will be required by the Board of Directors.

(4) Flood insurance coverage as necessary to meet legal requirements.

(5) The Association will obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association as required by the Condominium Act. As used in this section, the term "persons who control or disburse funds to the Association" means those individuals authorized to sign checks, and the president, secretary and the treasurer of the Association.

(6) Such other insurance as the Board of Directors will determine from time to time to be desirable.

(d) Premiums. Premiums upon such insurance policies purchased by the Association will be a Common Expense. If any policy of insurance is canceled, the Association will give notice to each Institutional Mortgagee listed in the roster of mortgagees.

(e) Shares of Proceeds. All insurance policies obtained by or for the Association will be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and will provide that all proceeds covering property losses will be paid to the Insurance Trustee (if appointed) as agent for the Association, the Unit Owners, and their mortgagees. The duty of the Insurance Trustee will be to receive the Insurance Proceeds and other funds that are paid to it and hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

(1) Unit Owners. An undivided share for each Unit Owner; that share being the same as the undivided share in the Common Elements appurtenant to his or her Unit.

(2) Mortgagees. If a mortgagee endorsement of an insurance policy has been issued as to a Unit, the share of the Unit Owner will be held in trust for the mortgagee and the Unit Owner as their interests may appear. Any Institutional Mortgagee or person holding a lien on a Unit will be entitled to request and receive (A) a mortgagee endorsement to the hazard insurance carried by the Association if such mortgagee endorsement is reasonably available and (B) a copy of the policy. No mortgagee will have any right to participate in the determination as to whether or not any damaged property will be reconstructed or repaired, and no mortgagee will have any right to apply or have applied to the reduction of a mortgage debt any Insurance Proceeds except distributions of proceeds made to the Unit Owner and mortgagee, which distributions will be made by check payable jointly to the Unit Owner and mortgagee.

(f) Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee (if appointed) will be distributed to or for the benefit of the beneficial owners in the manner hereafter provided.

(g) Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Project, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(h) Determination Whether to Reconstruct and Repair. Whether or not Building damaged by casualty will be reconstructed and repaired will be determined in the following manner.

(1) Minor Damage. If fifty percent or more of the Condominiums Units are tenantable after the casualty (as determined by the Board of Directors), the damaged Building will be reconstructed and repaired.

(2) Major Damage. If less than fifty percent of the Units are tenantable after the casualty (as determined by the Board of Directors), the Building will be reconstructed and repaired unless within sixty days from the casualty (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) at least eighty percent of Unit Owners (including each Unit Owner of a Unit or assigned Limited Common Element that will not be rebuilt or repaired) vote not to rebuild. Notice of such meeting will be properly given to all such Unit Owners, and a majority of the Voting Interests of the Members of the Association will constitute a quorum for such meeting.

(3) Binding Decision. The Board's decision as to whether or not less than fifty percent of the Units are tenantable after a casualty will be binding upon all Unit Owners.

(i) Responsibility for Reconstruction and Repair. The responsibility for reconstruction and repair after casualty will be the same as for maintenance and repair of the Building as provided herein.

(j) Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements as renovated in accordance with this Declaration, or if not, then according to plans and specifications approved by the Board of Directors and seventy-five percent of the Voting Interests of the Members of the Association.

(k) Assessments, Determination of Sufficiency of Funds. If the proceeds of insurance are not sufficient to defray the costs of construction and repair for which the Association is responsible, assessments will be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs previously incurred or to be incurred. The assessments will be made as for a Common Expense.

(l) Disbursement of Funds. The funds held by the Insurance Trustee (if appointed) after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against Unit Owners on account of the casualty, will be disbursed in the following manner and order:

(1) Termination of the Condominium. If the Condominium is terminated by a vote of the Unit Owners holding eighty percent of the Voting Interests of the Members of the Association, the insurance funds will be remitted jointly to the Unit Owners of the damaged Units and their mortgagees, to compensate them for the cost of reconstruction and repair. The Unit Owners of the damaged Unit and their mortgagees will receive a share equal to the estimated cost of reconstruction and repair of the damage in each Unit as it bears to the total of these costs in all damaged Units; provided, however, that no Unit Owner and his or her mortgagee will be paid an amount in excess of the estimated cost of repair of his or her Unit. The remaining funds will be owned by the Unit Owners and their mortgagees as their interests appear, in the undivided shares in which they own the Common Elements prior to the

termination, and will be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being made payable jointly to them.

(2) Reconstruction and Repair of Damage. If the damaged property is to be reconstructed and repaired, the funds will be disbursed in the following manner.

a. If the estimated costs of reconstruction and repair that are the responsibility of the Association do not exceed $100,000 in Constant Dollars, the funds will be disbursed by the Insurance Trustee (if appointed) upon the order of the Association in payment of these costs.

b. If the estimated costs of reconstruction and repair that are the responsibility of the Association exceed $100,000.00 in Constant Dollars, the funds will be disbursed by the Insurance Trustee (if appointed) in payment of these costs in the manner required by the Board of Directors, which will supervise the work and approve all disbursements as being due and properly payable.

c. If there is a balance of Insurance Proceeds after payment of the cost of reconstruction and repair that are the responsibility of the Association, this balance will be distributed to owners of damaged Units who have responsibility for reconstruction or repair of their Units. The distribution will be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged Unit bears to the total of these costs in all damaged Units; provided, however, that no Unit Owner will be paid an amount in excess of the estimated cost of repair of his or her Unit. If there is a mortgage upon a Unit, the distribution will be paid to the Unit Owner and the mortgagee jointly and they may use the proceeds as they may determine.

(m) Benefit of Mortgagees. The provisions in this Paragraph 19 are for the benefit of mortgagees of Units as well as Unit Owners, and may be enforced by any such mortgagee, and will not be amended without the consent of all Institutional Mortgagees holding first mortgages on Units. Notwithstanding the foregoing, the Association will not be responsible for its failure to make a payment jointly to the Unit Owners and the mortgagee if the mortgagee has not previously notified the Association in writing that it has a mortgage on a Unit.

(n) Policy Copies. A copy of each insurance policy in effect will be available for inspection by the Unit Owners at reasonable times.

(o) Insurance Trustee. The Board of Directors will have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses. The Insurance Trustee will not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor the failure to collect any insurance proceeds.

20. Condemnation And Eminent Domain.

(a) The taking of any part of the Project by condemnation or eminent domain proceedings will be deemed to be a casualty, and the awards for the taking will be deemed to be proceeds from insurance on account of casualty and will be deposited with an Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners will deposit the awards with an Insurance Trustee (if appointed), and in the event of a failure to do so, in the discretion of the Association, the Association may bring an action against a defaulting Unit

Owner in the amount of his or her award, or the amount of that award will be set off against the sums hereafter made payable to that Unit Owner.

(b) In the event of any condemnation or eminent domain proceedings, a meeting of the Members of the Association will be called within sixty days after the taking of any part of the Project by condemnation or eminent domain proceedings is final to determine whether the Condominium will be terminated. Termination of the Condominium will be effected as provided in Paragraph 25 of this Declaration.

(c) If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special assessments will be deemed to be Project property and will be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Unit Owners of condemned or taken Units will receive their pro rata share of the condemnation award applicable to said Units, and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments will be used for these purposes and will be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty.

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

(1) The Unit will be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required will be paid by the Unit Owner; and

(2) The balance of the award, if any, will be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and his or her mortgagees.

(e) If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit will be used for the following purposes in the order stated and the following changes will be effected in the Condominiums:

(1) The award will be paid jointly to all Unit Owners and the mortgagees of Units not tenantable and in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments repairing and replacing the Common Elements;

(2) The remaining portion of the Unit, if any, will become part of the Common Elements and will be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Directors; provided, however, that if the cost of the work will exceed the balance of the fund from the award for the taking, the work will be approved in the manner elsewhere required for further improvement of the Common Elements;

(3) The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium will be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This will be done by restating the shares of continuing Unit Owners in the Common Elements as elsewhere provided in the Declaration;

(4) If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Unit to the Unit Owner and to condition the remaining portion of the

Unit for use as a part of the Common Elements, the additional funds required for those purposes will be raised by assessments against all of the Unit Owners who will continue as owners of the Units after the changes in the Condominium effected by the taking. The assessments will be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking; and

(5) If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty days after notice by either party, the value will be determined by one MAI appraiser mutually agreed upon by the Unit Owner, mortgagees and the Association, or if the parties are unable to agree as to an appraiser, the value will be determined as the average of three appraisals by three such appraisers, one of whom will be selected by the Association, one by the Unit Owner, and one by the appraiser so selected. The cost of such appraisal or appraisals will be a Common Expense of the Association.

(f) Awards for the taking of Common Elements will be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided, that if the cost of the work will exceed the balance of the funds from the awards for the taking, the work will be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, will be distributed to the Unit Owners in the share in which they own the Common Elements after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Unit, the distribution will be paid jointly to the Unit Owner and the mortgagees of the Unit.

(g) The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation will be evidenced by an amendment of this Declaration that need be approved only by the Board of Directors.

21. Maintenance Of Community Interest. In order to maintain a community of congenial owners who are financially responsible and thus protect the value of the Units, the transfer of Units by any Unit Owner other than Declarant will be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe:

(a) Certain Transfers of Units; Approval.

(1) Lease; Time Share. A Unit Owner may lease a Unit without approval of the Board of Directors provided such lease is for a primary term of not less than one year. No Unit will be leased for a primary term of less than one year without the prior written approval of the Board of Directors. No Unit will be used or sold on a "time-share" basis. During the time a Unit is leased or occupied by others, the Unit Owner will not have the right to use the Common Elements or the Limited Common Elements, except as a guest of another Unit Owner or of the lessee, or as landlord to enforce its rights (including access to the Unit) as landlord pursuant to Chapter 92 of the Texas Property Code. A Unit Owner intending to accept a bona fide offer to lease his or her Unit or any interest therein will give to the Board of Directors written notice of his or her intention to execute such lease together with the name and address of the intended lessee, an executed copy of the lease and other information as the Board of Directors may reasonably require. Every lease will contain a clause (i) informing tenant that the lease and the occupancy of the Unit is subject to this Declaration and (ii) prohibiting assignment and subletting without the prior consent of the Board of Directors.

(b) Mortgage. A Unit Owner may not mortgage his or her Unit, or any interest therein, without the approval of the Board of Directors and the Association, except to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be obtained upon conditions determined by the Board of Directors and the approval will be, if granted, prepared in recordable form, executed by the president and secretary of the Association. Where a Unit Owner sells his or her Unit and takes back a purchase money mortgage, the approval of the Board of Directors will not be required.

(c) Unauthorized Transactions. Any sale (such as a time share sale or sale in violation of Paragraph 22), mortgage or lease that is otherwise prohibited by the terms of this Declaration will be void unless subsequently approved by the Association.

(d) Notice of Lien or Suit.

(1) Notice of Lien. A Unit Owner will give written notice to the Association of every lien upon his or her Unit other than for permitted mortgages, taxes and special assessments within five days after the attachment of the lien.

(2) Notice of Suit. A Unit Owner will give written notice to the Association of every action or other proceeding that may affect title to his or her Unit, such notice to be given within five days after the Unit Owner receives knowledge thereof.

(3) Validity. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

(e) Liability Continues. The liability of a Unit Owner under the covenants and conditions of this Declaration will continue, notwithstanding the fact that he or she may have leased, rented, or sublet his or her Unit, as provided herein. Every purchaser, tenant, lessee or transferee of a Unit or any portion thereof will take subject to and by the acceptance of his or her interest, thereby agrees to be bound by this Declaration, the Bylaws of the Association, and the provisions of the Condominium Act.

(f) Purchase of Units by the Association. The Association will not purchase a Unit without approval by the affirmative vote of the Unit Owners holding not less than sixty-seven percent of the Voting Interests of the Members of the Association. A Member whose Unit is the subject matter of the proposed purchase will be ineligible to vote thereon, provided, however, that the limitations hereof will not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens and encumbrances against the Unit, plus the amount due the Association including costs of litigation and attorneys' fees, nor will the limitation of this Paragraph 21(f) apply to the Units to be acquired by the Association in lieu of foreclosure of a lien or liens if the consideration therefore does not exceed the cancellation of the lien or liens plus reasonable collection costs and attorneys' fees plus the amounts due by virtue of all senior or superior liens and encumbrances.

(g) Trustee, Corporate, Partnership or Company Purchaser or Lessee. The purchaser or lessee of a Unit may be a trustee, corporation, general partnership, limited partnership or limited liability company.

22. Restraint Upon Separation And Partition. Any transfer of a Condominium Parcel must include all elements thereof as described above and appurtenances thereto, whether or not specifically described, including, but not limited to, the Unit Owner's share in the Common

Elements and the Limited Common Elements and his or her Association membership. The shares in the Common Elements appurtenant to a Unit are undivided and no action for partition for the Common Elements will lie. Further, the undivided share in the Common Elements will not be separated from the Unit, and the share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

23. Use Restrictions. In addition to other obligations and duties heretofore set out in this Declaration, every Unit Owner or occupant of a Unit will abide by the following use restrictions and any rules and regulations adopted by the Association that are not inconsistent with the provisions set forth herein or the Exhibits hereto.

(a) Each Unit will be used only for the purpose of a residence in which (i) in the one bedroom Units, there will not be more than three persons per bedroom continuously residing, excluding temporary visitors and guests and (ii) in the Units with more than one bedroom, there will not be more than two persons per bedroom continuously residing, excluding temporary visitors and guests.

(b) All motor vehicles (including sport utility vehicles, pickup trucks, and vans) equipped for personal passenger use will be parked only in the parking spaces so designated for that purpose by the Association. Each Unit Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of commercial trucks of any nature or similar commercial vehicles will be permitted except temporarily during periods for purposes of actual construction or repair of a structure, or moving in or out and for moving or transferring furniture or for grounds maintenance. Without the express written consent of the Board and the Association (which consent may be withheld in the Board's or Association's sole discretion), no commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle will be permitted to be parked overnight. Without the express written consent of the Board and the Association (which consent may be withheld in the Board's or Association's sole discretion), no boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle will be permitted to be parked or stored within the Garage. Any such vehicle or other property mentioned in this subparagraph that violates the regulations regarding parking may be removed by the Association at the expense of the Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association; and the Unit Owner owning and/or responsible for the same will have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Unit Owner will be permitted within the Garage.

(c) Each Unit Owner will maintain his or her Unit in good condition and repair and in a clean and sanitary manner, including all internal surfaces within or surrounding his or her Unit, and each Unit Owner will maintain and repair the fixtures therein and will promptly pay for any utilities that are metered separately to his or her Unit.

(d) No Unit Owner or resident of a Unit may make or permit any noxious odors or disturbing noises, as determined by the Board of Directors, within the Building, whether made by himself, his or her family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other occupants or residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her Unit or on or about the Building if the same will in any manner disturb or annoy the other occupants or residents of the Building.

(e) No fire, smoke or security systems of any kind or type whatsoever will be installed in a Unit; provided, however, with the prior written consent of the Association and the Board of Directors, a Unit Owner may install a security system in his or her Unit.

(f) No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, will be permitted or displayed on any Unit or Common Element or Limited Common Element, nor will the same be posted or displayed in such a manner as to be visible from the exterior of any Unit, except that Declarant can post such signs until all of the Units owned by it are sold.

(g) All damage to the Building caused by the moving and/or carrying of articles therein will be paid by the Unit Owner or person in charge of such articles. The Association may require the Unit Owner to deposit funds with the Association as security for any damage caused by moving and/or carrying articles therein.

(h) Soliciting is strictly forbidden. Unit Owners should notify the Association if a solicitor appears, so that appropriate action may be taken.

(i) No Unit Owner or resident of a Unit will permit or suffer anything to be done or kept in his or her Unit that will increase the insurance rates on his or her Unit, the Limited Common Elements, if any, the Common Elements, or the Building, or which will obstruct the rights or interfere with the right of other owners, occupants or residents or annoy them by unreasonable noises or otherwise; nor will a Unit Owner commit or permit any nuisances, immoral or illegal act in a Unit, the Limited Common Elements, or on the Common Elements or on or within the Building.

(j) Each Unit Owner or resident will conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors, and to see that all persons using the Unit Owner's property by, through, or under him do likewise.

(k) Each Unit Owner or resident will allow the Association and its authorized agents to (and grants the Association an easement to) enter its Unit during reasonable hours when necessary for the maintenance, repair (including emergency repairs, for which entry may be at any time), and/or replacement to the Building and Common Elements.

(l) Unit Owners or residents will make no repairs to any plumbing, mechanical, heating, ventilation or air conditioning systems, electrical wiring, or Utility Installation within a Unit except pursuant to and in accordance with Paragraph 17(b) of this Declaration. Furthermore Unit Owners will not modify, remove, or otherwise disturb any Structural Element.

(m)All garbage containers will be located within the Unit, and trash will be disposed of through the Residential Trash Chute. Garbage will be disposed of through the kitchen garbage disposal so far as possible and the remainder along with bottles, cans and other trash will be placed in sealed waterproof bags or similar containers before being placed in the Residential Trash Chute.

(n) No outside antennas, antenna poles, antenna masts, installed electronic devices, antenna towers, car citizen band (CB), amateur band (ham) antennas, or satellite dishes will be permitted, either on balconies or elsewhere. The foregoing is not intended to prohibit the use of portable electronic devices (such as telephones) on balconies. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal will be allowed without the prior written approval of the Board of Directors.

(o) All alterations, modifications, repairs and improvements of the Units (including balconies) will be made only after prior written approval of the Board of Directors has been obtained. Unit Owners will be solely responsible for (i) all costs and expenses incurred by the Association in connection with the review and approval of any such request, and (ii) complying with all applicable local, state and federal laws, rules, regulations, codes and statutes. Notwithstanding the foregoing, but subject to the next sentence, painting and certain non-structural alterations, modifications, repairs and improvements of the Units, the aggregate cost of which does not exceed $10,000.00 in Constant Dollars (plus the cost of painting, for which there is no dollar limit) may be made without the approval of the Board of Directors. However, all alterations, modifications, repairs and improvements that affect the Building mechanical, heating, ventilation, air conditioning, plumbing or electrical systems and or which affect the floor coverings of the Unit will require the approval of the Board of Directors and the Association, regardless of the cost.

(p) Any change to the exterior lighting of a Unit must be approved in writing by the Board of Directors.

(q) No household pets will be permitted by Unit Owners in the Building, including Units and balconies, except as approved by the Board of Directors in writing, which approval is subject to the Board's sole and absolute discretion and any rules and regulations adopted by the Board of Directors from time to time. Notwithstanding the foregoing, but subject to any weight limitations that may be imposed by the Board of Directors or the Association, not more than two of the following will be permitted in any Unit: dogs, cats and birds that are usually and commonly kept as household pets, are quiet and inoffensive and not being kept or raised for commercial purposes (provided that, in no event will any vicious dog breeds such as Dobermans, Pit Bulls, Presa Canarios, Rottweillers, etc. or any talking birds be permitted). Such household pets must not constitute a nuisance or cause unsanitary conditions. Incessant barking or howling of a dog or other noise caused by a pet that is clearly audible in another Unit will be a nuisance. Pets will not be allowed on Common Elements unless the pet acts in a non-threatening way to other persons and is under leash or is carried by a responsible person. No pet will be permitted to leave its excrement on Common Elements and the owner of such pet will cause such excrement to be immediately removed. The Board of Directors will have the right to determine, in its sole discretion, whether a particular pet meets the criteria set forth above, and, if not, it may require the owner of the pet to remove such pet from the Property. All permitted pets must be contained in the Owner's Unit and will not be permitted to roam free. Further, all approved pets must be leashed at all times when not located in the Unit and may be walked only in designated areas, if any. No goats, pigs, chickens, pigeons, livestock, or any other obnoxious animals, fowl or reptiles will be kept or permitted to be kept.

(r) No ceramic tiles or wood floors that are not supplied by Declarant may be installed in a Unit unless the Board of Directors and the Association have approved the plan for providing adequate noise insulation.

(s) Personal property of Unit Owners including bicycles will be kept in such Unit Owner's Unit or LCE Storage Unit (if any); provided, however, bicycles and similar large or bulky items must be transported to and from the Units via the service elevator only and only in accordance with the rules and regulations of the Association; provided further, however, motorcycles, mopeds, golf carts and similar items will be kept or parked only in such Unit Owner's separate LCE Storage Unit (if any), or, with respect to motorcycles and other motor vehicles that have a valid registration and license plate only, in such Unit Owner's LCE Parking Space.

(t) Unit Owners may only use their designated LCE Parking Spaces.

(u) Unless otherwise determined by the Association, in its sole discretion, all window coverings will be lined with white or off-white lining on the side exposed to the public.

(v) Unit Owners will not be permitted access to or use of the equipment/mechanical rooms.

(w) No furniture, ceiling fans, or light fixtures (other than those installed by Declarant) will be permitted or used on balconies without the prior written consent of the Association. Any approved items shall at all times comply with the rules and regulations of the Condominium Association.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Units, Limited Common Elements and Common Elements, so long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration.

24. Declarant's Rights During Renovation and Selling Period. While Declarant or its successors or assigns is constructing, renovating, or selling Units, Declarant and its successors and assigns expressly reserve the following rights:

(a) The right to prohibit access to any uncompleted portion of the Building to any of the residents of the Condominium, while such uncompleted portion of the Building is under construction, renovation, and development. No Unit Owner or his or her guests, or invitees will in any way interfere or hamper Declarant, its employees, contractors, successors or assigns, in connection with such construction or renovation. Thereafter, during such time as Declarant, its successors or assigns, owns any Units and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees will in no way interfere with such activities or prevent access to such Units by Declarant, its successors or agents.

(b) An easement for pedestrian traffic over, through and across halls, lobbies, center cores and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the Building to another. Provided, however, that nothing contained herein will be construed to allow any person or entity to enter upon the Building unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances will such traffic be allowed through or over any Unit not owned by Declarant its successors or assigns, or any Limited Common Element appurtenant thereto.

(c) The right to maintain and operate sales, management and/or leasing offices and models within the Condominium or any Unit; provided, however, any such office maintained in a Common Element will be subject to the exclusive use of Declarant.

(d) To the extent and only if permitted by the Condominium Act, and at all times while Declarant owns any Unit or any other real property interest in the Condominium or for such lesser time as may be permitted by the Condominium Act, Declarant reserves, as a part of the "special declarant rights" (as defined in the Condominium Act) the following rights: (i) to make and record corrections to the Survey and Plot Plan to conform the same to the actual location of the any improvements that are part of the Building, the actual size and location of the Units and/or the proper designation of the elements of the improvements as Units, General Common Elements or Limited Common Elements; (ii) to establish, vacate, relocate and use the easements as set forth in this Declaration; provided, however, that no modification of any easement will have the effect of altering or destroying a Unit or a Limited Common Element unless consented to by the Owner of such Unit or by the Owner to whose Unit such Limited Common Element is appurtenant, as well as by the Institutional Mortgagee of any such Unit; (iii) to include, in any instrument initially conveying a Unit, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of the Owners and the Association; (iv) have and use an easement over, under and across any and all of the Common Elements to the extent that same may be necessary or useful in constructing, repairing or completing the Units or as may be reasonably necessary for the exercise of any "special declarant rights" or the performance of any obligations of the Declarant; and (v) exercise any "development rights" (as defined in the Condominium Act).

25. Termination. The Condominium may be terminated as follows:

(a) Except as provided in Paragraph 19(h)(2), the termination of the Condominium may be effected by unanimous agreement of all Unit Owners and all mortgagees holding mortgages on said Units, which agreement will be evidenced by an instrument or instruments executed in the manner required for conveyances of real property. The termination will become effective when such agreement has been recorded in the Records.

(b) Upon termination of the Condominium, the Project will be owned in common by all the Unit Owners in the same undivided shares as each Unit Owner had in the Common Elements pursuant to the provisions of this Declaration. All liens will be transferred to the undivided share in the Project attributable to the Unit originally encumbered by the lien in its same priority.

26. Right to Combine Units. A Unit Owner may purchase two adjacent Units (which may be adjacent either horizontally or vertically) and customize and combine said Units to form one living residence, so long as such construction is performed in accordance with all applicable governmental regulations and building codes, does not affect the structural integrity and soundness of any other Unit or the Building, and is otherwise performed in accordance with the Condominium Act. Following any such combination, for purposes of ascertaining the undivided share of the Common Expenses, the percentage share of ownership interest in the Common Surplus and Common Elements, voting rights, and payment of assessments, the combined Unit will still be deemed as separate Units, as reflected on the Survey and Plot Plan.

27. Mortgagees.

(a) Consent By Mortgagees. If mortgagee consent is required for any amendment to this Declaration pursuant to Paragraph 14, the approval of fifty-one percent of the Institutional Mortgagees holding mortgages of record on Units in the Condominium will be required. An addition or amendment will not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. An Institutional Mortgagee who receives a written request from the Association to approve material additions or amendments to the above items who does not deliver or post a negative response to the Association within thirty days will be deemed to have approved such addition or amendment.

(b) Notice To Institutional Mortgagees. Upon written request to the Association, Institutional Mortgagees will be entitled to timely written notice of (i) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage, (ii) any sixty day delinquency in the payment of (A) assessments or charges, (B) taxes, or (C) insurance premiums owed by a Unit Owner on whose unit it holds the mortgage (and an Institutional Mortgagee will have thirty days' grace period after receipt of any such notice to cure such delinquency (provided that it will not be obligated to cure such delinquency), during which thirty day period the Association will refrain from exercising its rights and remedies hereunder or available to it at law or in equity, except to the extent that any such rights would be waived or expire if not exercised during such thirty day period), (iii) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action that requires the consent of a specified percentage of mortgage holders.

(c) Additional Rights Of Institutional Mortgagees. Institutional Mortgagees will have the following rights: Upon written request of an Institutional Mortgagee to the Association, any Institutional Mortgagee is entitled to a copy of the financial statements of the Association for the immediately preceding fiscal year as soon as such financial statements are available; and the Association will make available for inspection upon the Institutional Mortgagee's request, during normal business hours of the Association, current copies of the Declaration, Bylaws, other rules concerning the Project, and the books, records and financial statement of the Association.

28. Interpretation. Whenever the context so requires, the use of any gender will be deemed to include all genders, and the use of the plural will include the singular, and the singular will include the plural. The word "including" means "including, without limitation" unless otherwise specified in a particular instance. The provisions of this Declaration will be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the Condominium Act, as of the date hereof.

29. Severability. Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a Unit, whether by judgment or court order or law, will not affect any of the other provisions, which will remain in full force and effect. In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration will not thereby become invalid, but instead will be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives will be those of the organizer of the Association.

30. Binding Effect; Runs with Land. All provisions of this Declaration will be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the Property or any part thereof or interest therein, and his or her heirs, executors, administrators, personal representatives, successors, assigns and leases will be bound by all the provisions of this Declaration.

31. Time of the Essence. Time is of the essence with regard to all obligations described herein and all notices required hereunder.

32. Governing Law. This Declaration will be construed and enforced in accordance with and governed by the laws of the State of Texas and the laws of the United States of America, without regard to principles of conflicts of law. Venue for any action brought in connection with the condominium will be in Dallas County, Texas.

33. Amendment and Restatement. This Second Amended and Restated Condominium Declaration for the Shelton Condominium amends, restates, and replaces (but does not novate) the Amended and Restated Condominium Declaration for the Shelton Condominium which was dated and filed in March, 2006 and the Existing Declaration in each of their entirety.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration effective the 18th day of April, 2006.

SHELTON DUNHILL, LTD., a Texas limited partnership

By: GP Shelton Dunhill, LLC, a Texas limited liability company, its general partner

By ______________________
Name ______________________
Title ______________________

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 18th day of April, 2006, by William L. Hutchison, Manager of GP Shelton Dunhill, LLC, a Texas limited liability company, in its capacity as the sole limited partner of Shelton Dunhill, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

R. McGowan
____
Notary Public, State of Texas

RACHEL MCGOWAN
My Commission Expires
October 25, 2009

CONSENT AND ACKNOWLEDGMENT OF UNIT OWNER
TO AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR THE SHELTON CONDOMINIUM

The undersigned, being the Unit Owner of Unit Number 1405, hereby (i) consents to this amendment and restatements of the Existing Declaration and the filing of this Amended and Restated Condominium Declaration for The Shelton Condominium (this "Declaration"), (ii) acknowledges that this Declaration amends, restates and replaces the Existing Declaration in its entirety ~~and terminates the condominium regime with regard to the Excluded Area~~, and (iii) agrees to be bound by the terms and conditions contained herein.

SORRA LP, a Texas limited partnership

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

By Takeharu Miyamo
Name ______________________
Title ______________________

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 23 day of March, 2006, by Sawako Miyama, Manager of SORRA GP, LLC, a Texas limited liability company, in its capacity as the sole limited partner of SORRA LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

PATTI WINDLE
Notary Public
State of Texas
Comm. Expires 06-05-2009

Patti Windle
Notary Public, State of Texas

CONSENT BY MORTGAGEE

FREMONT INVESTMENT & LOAN (the "**Mortgagee**"), the beneficiary of that certain: Deed of Trust and Fixture Filing recorded March 27, 2006 under Dallas County Clerk's No. 200600109528 (the "**Deed of Trust**"), and that certain Assignment of Rents (and Leases) recorded March 27, 2006 under Dallas County Clerk's No. 200600109529, both in the Official Public Records of Real Property of Dallas County, Texas, as the same may be modified or amended, which secure payment of a loan from Fremont Investment & Loan to Shelton Dunhill, Ltd., a Texas limited partnership (the "**Declarant**"), hereby executes this Consent to evidence its consent to the filing by Declarant of the Second Amended and Restated Condominium Declaration for The Shelton Condominium (as amended and restated, the "**Declaration**").

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its or their terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation, and does not assume and shall not be responsible for any of the obligations or liabilities of the Declarant contained in the Declaration or the prospectus, (if any) or other documents issued in connection with the promotion of the Condominium. None of the representations contained in the prospectus (if any) or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon.

This consent is limited to the purposes and requirements of Sections 82.051 and 82.068(h) of the Texas Uniform Condominium Act and does not affect or impair the rights and remedies of Mortgagee as set forth in the Deed of Trust or the Declaration and the sole purpose of this Consent is to acknowledge the consent of the Mortgagee to the aforesaid Declaration.

[Signature page follows.]

24582276

This Consent is executed on this 12th day of July, 2006.

FREMONT INVESTMENT & LOAN

By:
Printed name: Scott McQuage
Its: Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 12th day of July, 2006, by Scott McQuage, Vice President of Fremont Investment & Loan, a California industrial bank, on behalf of said bank.

BERNH V. LUNA
Notary Public, State of Texas
My Commission Expires
June 02, 2010

[S E A L]

Bernh V. Luna
Notary Public, State of Texas

My Commission Expires:
June 2, 2010

Bernh V. Luna
Printed Name of Notary Public

24582276

EXHIBIT A

REAL PROPERTY DESCRIPTION

Exhibit A

Real Property Description

All Units (save and except Unit 1405 and the general and limited common elements appurtenant to such unit) of The Shelton Condominium, a Condominium in the City of Dallas, Dallas County, Texas together with an undivided interest in the common elements according to the Second Amended and Restated Condominium Declaration for The Shelton Condominium, dated April 18, 2006, recorded under County Clerk's File No. ________________, Condominium Records of Dallas County, as follows:

Units No. 700, 701, 702, 703, 704, 706, 707, 708, 709 (there is no Unit 705 within the Declaration); and

Units No. 800, 801, 802, 803, 804, 805, 806, 807, 808; and

Units 900, 901, 902, 903, 904, 905, 906, 907, 908; and

Units 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007; and

Units 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107; and

Units 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207; and

(Note: There are no unit designations within the "1300" series in the Declaration.)

Units 1400, 1401, 1402, 1403, 1404, 1406 (Unit 1405 and the general and limited common elements appurtenant to such unit are intentionally excluded from this listing); and

Units 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507; and

Units 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607; and

Units 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707; and

Units 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807; and

Units 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907; and

Units 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007; and

Units 2100, 2101, 2102, 2103, 2104, 2105, 2107 (there is no Unit 2106 within the Declaration); and

Units 2200, 2201, 2202, 2203, 2204, 2205, 2207 (there is no Unit 2206 within the Declaration); and

Units 2300-PH, 2301-PH, 2302-PH, 2303-PH, 2304-PH, 2305-PH, 2306-PH, 2307-PH, 2308-PH, 2309-PH, 2311-PH (there is no Unit 2310 within the Declaration);

Said Condominium Regime being located upon the following described land:

Being a tract of land situated in the Andrew J. Manning Survey, Abstract No. 948, Dallas County, Texas, and being known as all of Lot 11 and part of Lot 12, Dallas City Block 2/5625, Preston Square Addition, an Addition to the City of Dallas as recorded in Volume 9, Page 159, Deed Records, Dallas County, Texas, and also being all of Lot 9A and Lot 10A, Dallas City Block No. 2/5625, a replat of Lots 9 and 10, Preston Square Addition, Dallas City Block No. 2/5625, as recorded in Volume 80163, Page 2220, Deed Records, Dallas County, Texas, and further being part of a 15 foot alley, abandoned by City Ordinance No. 17391, April 29, 1982; said tract of land being known as The Shelton Condominium, a Condominium in the City of Dallas, Dallas County, Texas together with an undivided interest in the common elements according to the Amended and Restated Condominium Declaration for The Shelton Condominium, dated March ___, 2006, recorded under County Clerk's File No. _________________, Condominium Records of Dallas County, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" found for corner at the intersection of the East right-of-way line of Lomo Alto Drive (50 foot right-of-way) and the North right-of-way line of Luther Lane (variable width right-of-way), said corner also being the Southwest corner of said "The Shelton Condominiums" tract;

THENCE North 05 degrees 30 minutes 00 seconds East, along said East right-of-way line of Lomo Alto Drive, a distance of 193.08 feet to an "X" found for corner;

THENCE North 89 degrees 48 minutes 00 seconds East, a distance of 13.37 feet to a 1/2 inch iron rod found for corner;

THENCE North 06 degrees 38 minutes 16 seconds East, a distance of 10.07 feet to a 1/2 inch iron rod set for corner with yellow plastic cap stamped "DCA INC.", said corner being the Southern most Southwest corner of a tract of land conveyed to CLPE-Berkshire, by Deed recorded in Volume 2001241, Page 5123, Deed Records, Dallas County, Texas;

THENCE North 89 degrees 48 minutes 00 seconds East, along the South line of said CLPE-Berkshire tract, a distance of 302.66 feet to an "X" cut for corner at the Southeast corner of said CLPE-Berkshire tract and lying in the West line of a tract of land conveyed to TR 8333 Douglas Corporation, by Deed recorded in Volume 2004158, Page 13201, Deed Records, Dallas County, Texas;

THENCE South 00 degrees 06 minutes 00 seconds West, along said West line of TR 8333 Douglas tract, a distance of 199.12 feet to an "X" cut for corner;

THENCE South 89 degrees 48 minutes 00 seconds West, a distance of 14.00 feet to an "X" cut for corner;

THENCE South 00 degrees 06 minutes 00 seconds West, a distance of 6.00 feet to an "X" found for corner, said corner lying in said North right-of-way line of Luther Lane;

THENCE South 89 degrees 48 minutes 00 seconds West, along said North right-of-way line of Luther Lane, a distance of 110.00 feet to an "X" found for corner;

THENCE North 00 degrees 06 minutes 00 seconds East, a distance of 3.00 feet to an "X" found for corner;

THENCE South 89 degrees 48 minutes 00 seconds West, along said North right-of-way line of Luther Lane, a distance of 211.35 feet to the POINT OF BEGINNING and containing 66,003.20 square feet or 1.5152 acres of land.

EXHIBIT B

SURVEY AND PLOT PLAN

THE SHELTON CONDOMINIUMS
LOTS 9A, 10A & PART OF LOTS
11 & 12, BLOCK 2/5625
5909 LUTHER LANE

APPENDIX C

SURVEYOR'S DECLARATION

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

The map and property description contained herein contain all information required by Section 82.059 of the Texas Property Code.

Bryan Connally, R.P.L.S. No. 5513

STATE OF TEXAS
REGISTERED
BRYAN CONNALLY
5513
PROFESSIONAL
LAND SURVEYOR

DC&A
DOUG CONNALLY & ASSOCIATES, INC.
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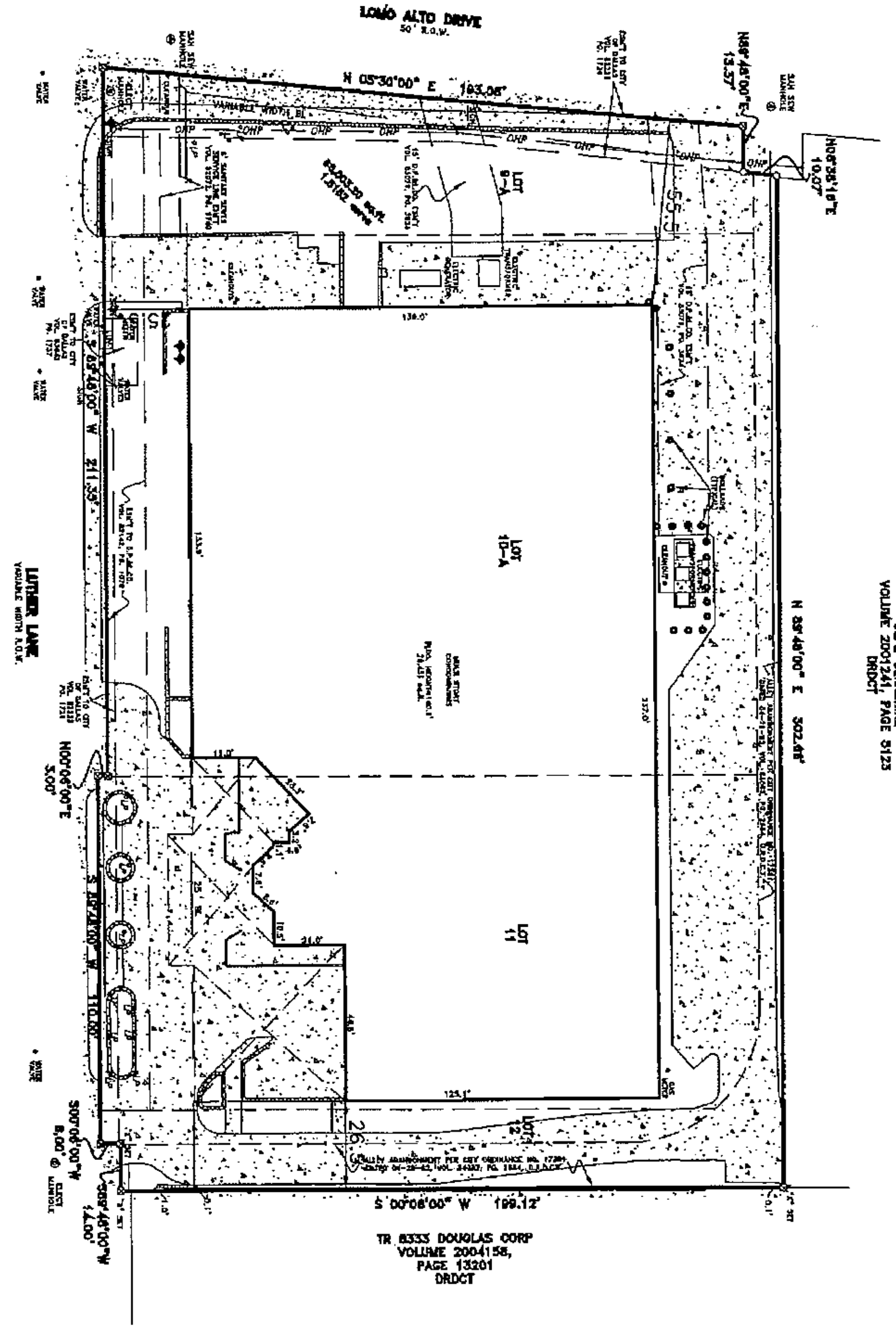
11545 Pagemill Road · Suite 200 · Dallas, Texas 75243
P 214.349.9485 · F 214.349.2216
www.dcadfw.com

REVISED: 4/14/06
DATE: 3/02/06
JOB NO. 0601010-2
DRAWN BY: T.O.

THE SHELTON CONDOMINIUMS
LOTS 9A, 10A & PART OF LOTS 11 & 12, BLOCK 2/5625
5909 LUTHER LANE



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THE SHELTON CONDOMINIUMS
LOTS 9A, 10A & PART OF LOTS
11 & 12, BLOCK 2/5625
5909 LUTHER LANE

Notes pertaining to all units on site:

All hallways, stairs and landings, which are not located within a unit are general common elements.

On party-walls, walls between two units, one half of the wall cavity is within the unit's dimensions. The unit's lateral boundaries are the planes defined by the midpoints of the party wall.

On all exterior walls, the entire wall cavity is within the unit's dimensions. The unit's lateral boundaries are the planes defined by the inside-facing surfaces of the material comprising the outermost component of the exterior wall and by the outside-facing surfaces of the outermost component of doors and windows in the perimeter wall.

Each unit's lower boundary is the underside of the subflooring.

Each unit's upper boundary is the exterior surface of the sheetrock comprising the unit's perimeter ceilings.

Ceiling height Of floors 7-22 are approximately 9 feet.

Ceiling height of floor 23 is approximately 11 feet.

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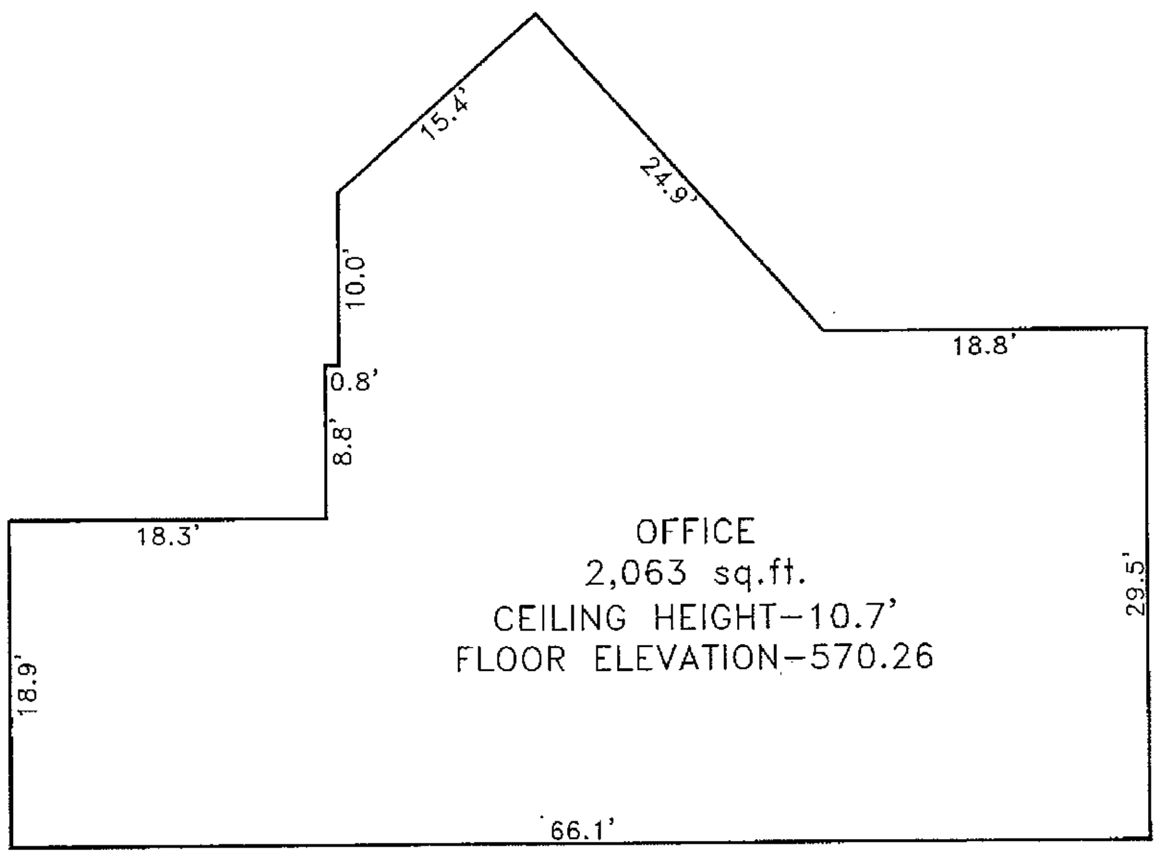
THE SHELTON CONDOMINIUMS
LOTS 9A, 10A & PART OF LOTS
11 & 12, BLOCK 2/5625
5909 LUTHER LANE
OFFICE



NOTE:
1) ALL AREAS AND MEASUREMENTS MADE TO MIDDLE OF INTERIOR WALLS & EXTERIOR OF OUTSIDE WALLS.

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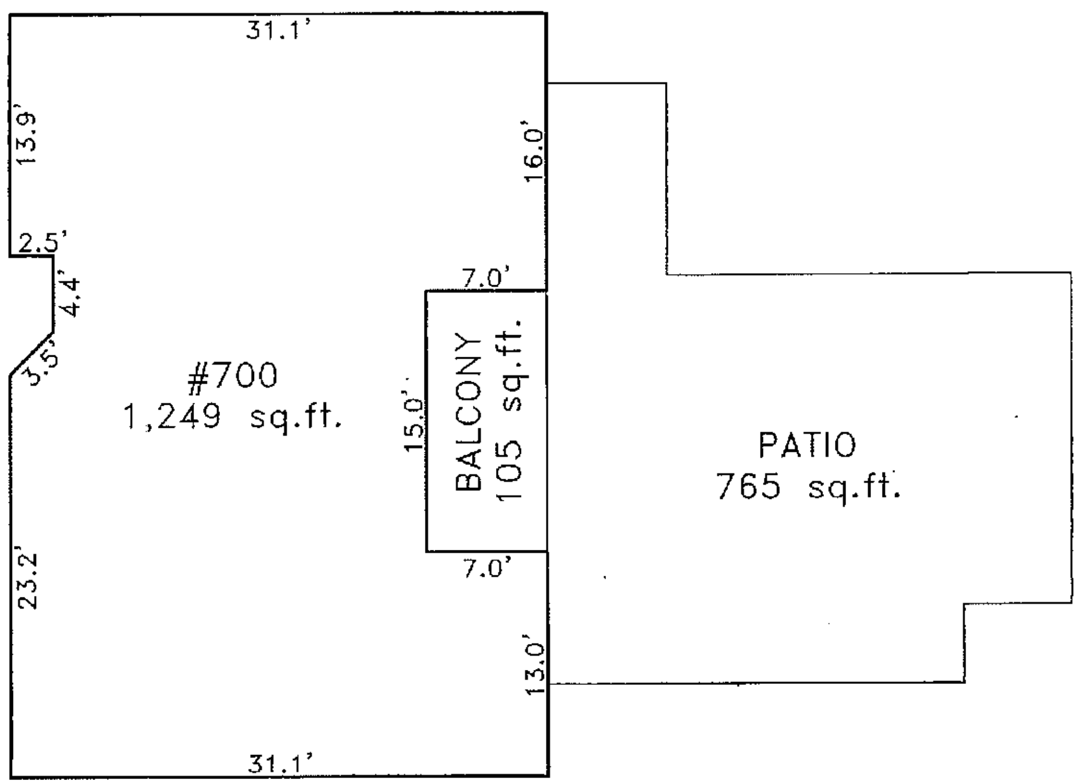
THE SHELTON CONDOMINIUMS
LOTS 9A, 10A & PART OF LOTS
11 & 12, BLOCK 2/5625
5909 LUTHER LANE
UNIT 700



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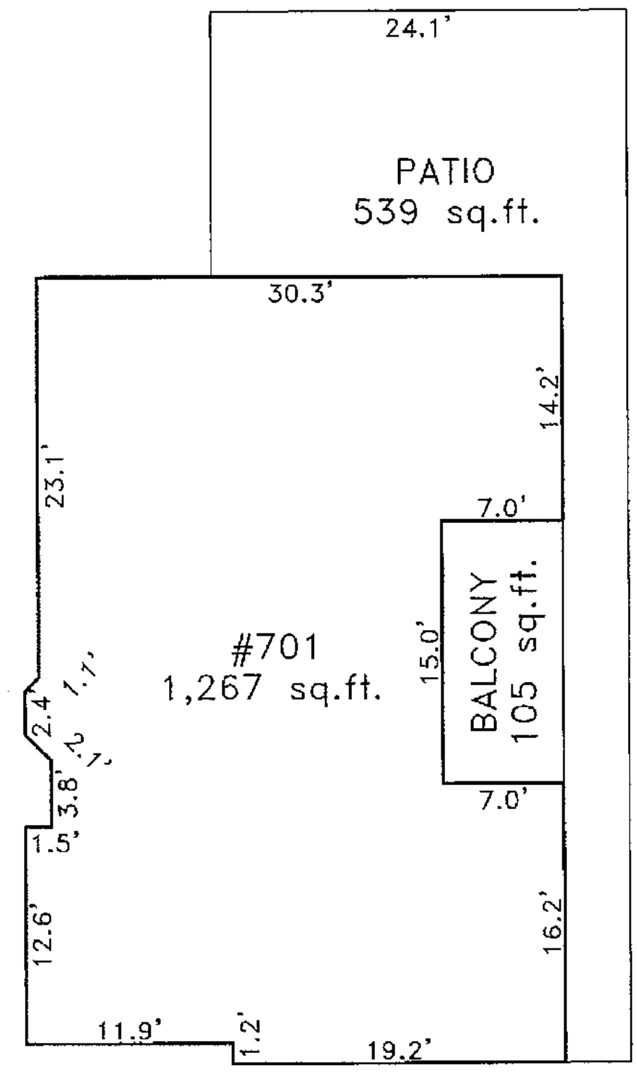
THE SHELTON CONDOMINIUMS
LOTS 9A, 10A & PART OF LOTS
11 & 12, BLOCK 2/5625
5909 LUTHER LANE
UNIT 701



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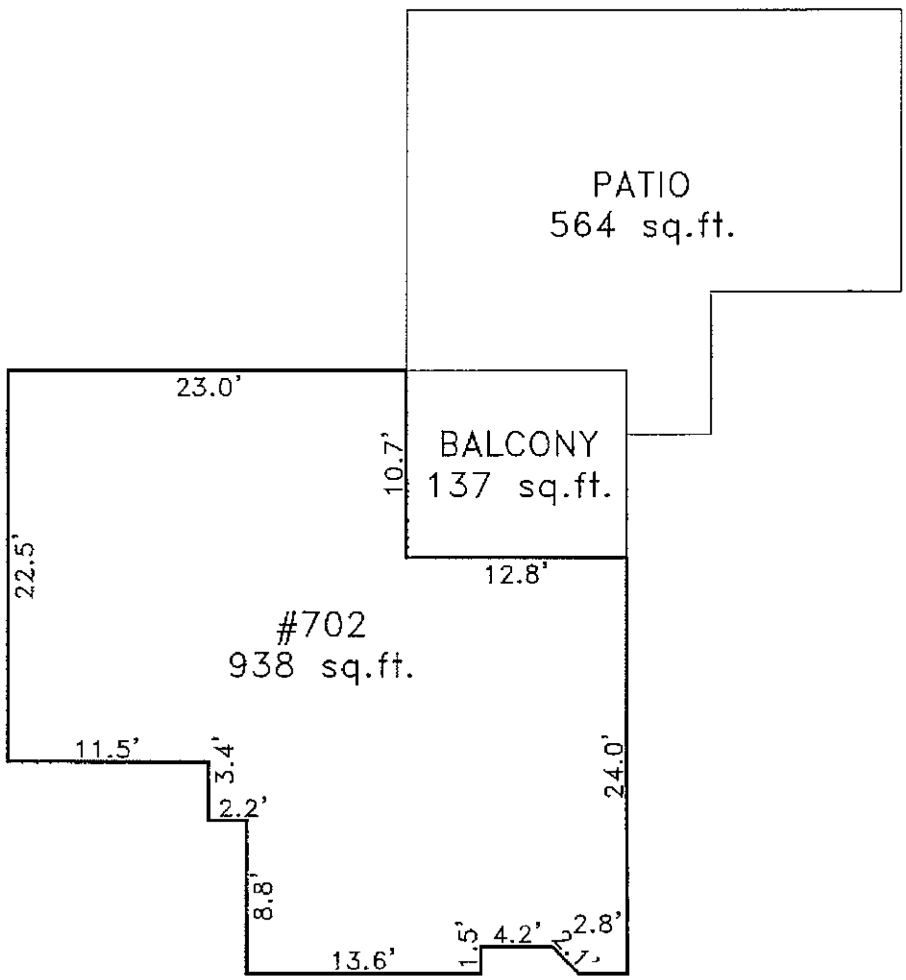
THE SHELTON CONDOMINIUMS
LOTS 9A, 10A & PART OF LOTS
11 & 12, BLOCK 2/5625
5909 LUTHER LANE
UNIT 702



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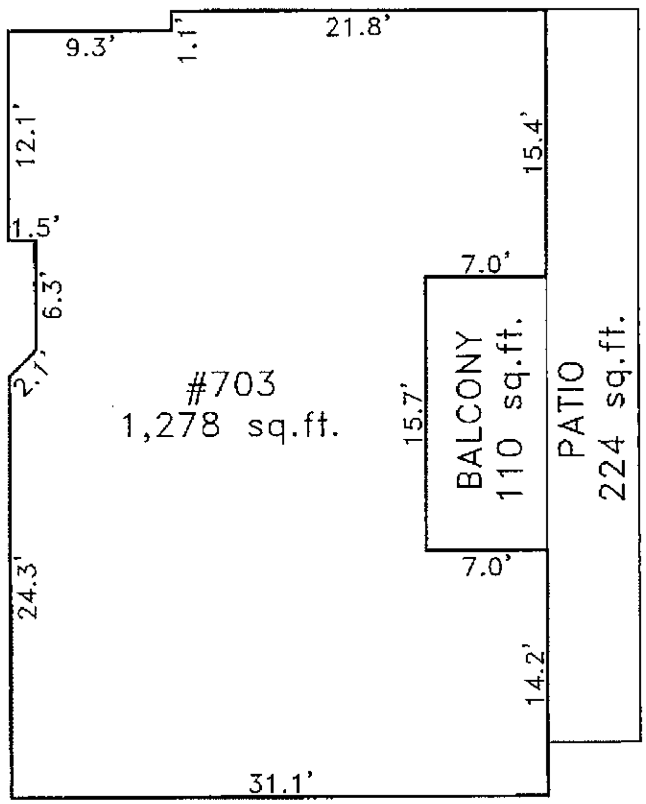
THE SHELTON CONDOMINIUMS
LOTS 9A, 10A & PART OF LOTS
11 & 12, BLOCK 2/5625
5909 LUTHER LANE
UNIT 703



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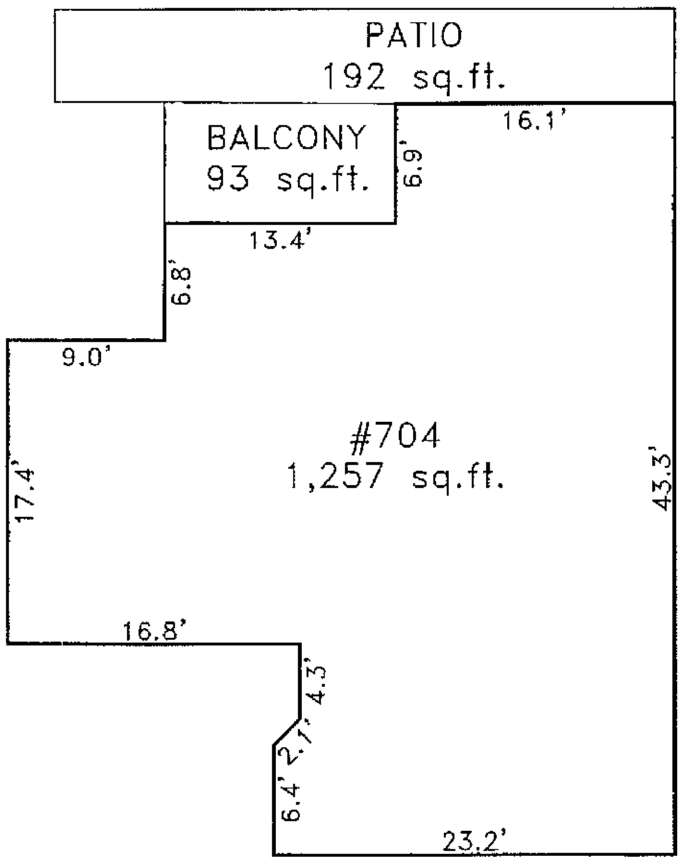
THE SHELTON CONDOMINIUMS
LOTS 9A, 10A & PART OF LOTS
11 & 12, BLOCK 2/5625
5909 LUTHER LANE
UNIT 704



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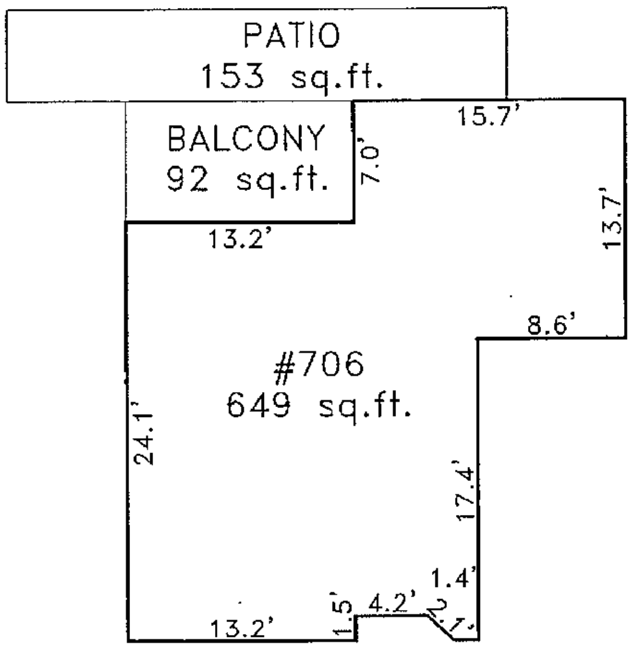
5909 LUTHER LANE
UNIT 706



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