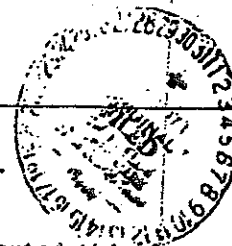


DECLARATION AND MASTER DEED  
PAGEWOOD TOWNHOUSES - PHASE I



36x This Declaration and Master Deed is made and executed this day of July, 1973, by AMERICAN CONDOMINIUM CORPORATION, a Michigan corporation qualified to do business in the State of Texas (hereinafter referred to as the "Developer"), pursuant to the provisions of the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes (hereinafter referred to as the "Act") for the purpose of submitting the hereinafter described real property and the improvements located thereon to a condominium regime.

W I T N E S S E T H:

WHEREAS, the Developer is the owner of certain real property locally known as "Pagewood Townhouses - Phase I" consisting of approximately \_\_\_\_\_ acres of land with eleven (11) residential buildings containing a total of ninety-eight (98) apartment units therein, one (1) utility structure and certain other improvements located thereon (such real property and the improvements located thereon being hereinafter sometimes referred to as "Pagewood Townhouses - Phase I") more particularly described on Exhibit B attached hereto and made a part hereof for all purposes;

WHEREAS, the Developer desires by recording this Declaration and Master Deed, together with the condominium bylaws attached hereto as Exhibit A and the condominium subdivision plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish a Condominium Project known as Pagewood Townhouses - Phase I under the provisions of the Act;

NOW, THEREFORE, the Developer does upon the recording hereof, establish Pagewood Townhouses - Phase I as a Condominium Project under the Act and does declare that Pagewood Townhouses - Phase I shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration and Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with all or any portion of Pagewood Townhouses - Phase I and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning any interest in Pagewood Townhouses - Phase I, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of this Condominium Project, it is provided as follows:

1. Certain terms as used in this Declaration and Master Deed and attached Exhibits shall be defined as follows:

(a) "Townhouse" means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in a building of the Condominium Project having direct access to a thoroughfare as such space may be described and delimited in Exhibit B attached hereto.

(b) "Condominium" means the separate ownership of Townhouses, together with an undivided ownership of an interest in the limited and general common elements as set forth and defined herein.

(c) "Condominium Project" means Pagewood Townhouses Phase I as a condominium project established in conformance with the provisions of the Act.

(d) "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Townhouses in the Condominium Project.

(e) "Council of Co-Owners" shall mean the non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act of which all Co-Owners shall be members, which corporation shall administer the operation and management of the Condominium Project.

(f) "Common Elements" shall mean both the general and limited common elements as described in paragraph 3 hereof.

(g) Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference herein is made to the singular, the same shall include a reference to the plural where the same would be appropriate.

2. The major improvements of the Condominium Project consist of eleven (11) residential buildings containing a ground floor and in most instances one (1) upper floor, one (1) utility structure, a swimming pool and one hundred ninety-six (196) covered parking spaces. The Condominium Project and the foregoing improvements are described by building number, street address, boundary, dimension and area in the condominium subdivision plan, attached as Exhibit B hereto. The individual Townhouses set forth in paragraph 4 hereof are to be used for residential purposes, and each Townhouse described therein has its own entrance from and exit to a thoroughfare. Each Co-Owner in the Condominium Project shall have an exclusive right to his Townhouse and shall have undivided and inseparable rights to share with other Co-Owners the limited and general common elements of the Condominium Project designated therein.

3. The general and limited common elements of the Condominium Project are as follows:

A. The general common elements are:

(1) The land in the Condominium Project, as described in Exhibit B hereto;

(2) The foundations, bearing walls and columns (including any windows, doors and chimneys therein), roofs, ceilings and floors, halls, lobbies, or thoroughfares such as stairways, entrances, exits or communication ways of the buildings located on the land described above;

(3) The premises and facilities, if any, used for the maintenance or repair of the Condominium Project;

(4) All common recreational facilities such as the swimming pool and the grounds, yards and walkways;

(5) The utility structure described on Exhibit B hereto; and

(6) All other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Project.

E. The limited common elements, being those common elements reserved for the use of specified Townhouses to the exclusion of others, consist of: (i) the parking spaces designated with both the building number and street address corresponding to a Townhouse street address as set forth in the condominium subdivision plan attached hereto as Exhibit B and such parking spaces shall be limited common elements appurtenant to such Townhouse and (ii) compartments or installations of central services such as central heating, central air conditioning, power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs, water tanks and pumps, incinerators and the like, and all similar devices and installations.

The cost of maintenance, repair and replacement of both general and limited common elements, with the exception of compartments or installations of central services such as central heating, central air conditioning, power, light, electricity, telephone, gas, cold and hot water, plumbing and the like, shall be an expense of administration of the Condominium Project to be assessed in accordance with the bylaws attached hereto as Exhibit A.

No Co-Owner shall use his Townhouse or the general or limited common elements: (i) in any manner inconsistent with the purpose of the Condominium Project or (ii) in any manner so as to interfere with or impair the rights of another Co-Owner in the use and enjoyment of his Townhouse or the general or limited common elements.

Public utilities furnishing services for common use such as water, electricity, gas and telephone to the Condominium Project shall have access to the general and limited common elements and the Townhouse as may be necessary for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium Project to install, repair or maintain such services shall be an expense of the administration of the Condominium Project to be assessed in accordance with the bylaws attached hereto as Exhibit A.

There shall be permanent easements to, through and over those portions of the Condominium Project as may be reasonably necessary for the installation, maintenance and repair of all public utilities, the general common elements and the limited common elements which easements shall run to and be administered by the Council of Co-Owners.

4. In the condominium subdivision plan attached hereto as Exhibit B the residential buildings in the Condominium Project are numbered 1 through 11 and the Townhouses located therein are numbered by their street address as set forth below. In determining dimensions and area each enclosed space in a Townhouse shall be measured from interior finished, unpainted services of the bearing walls and each patio in such Townhouse shall be measured to the exterior surface of its fence.

The percentage of value assigned to each Townhouse in the Condominium Project is set forth below and shall be determinative of the proportionate share of each respective Co-Owner in the proceeds and expenses of administration and the value of such Co-Owner's

vote at meetings of the Council of Co-Owners. The total value of the Condominium Project is 100%.

Set forth below are:

(a) Each Townhouse building number and street address as it appears on the condominium subdivision plan attached hereto as Exhibit B; and

(b) The percentage of value assigned to each such Townhouse.

<u>Townhouse</u> <u>Building Number and Street Address</u>	<u>Percentage of</u> <u>Value Assigned</u>
<u>Building 1</u>	
7502 Woodthrush Drive	1.09
7504 Woodthrush Drive	1.09
7506 Woodthrush Drive	1.15
7508 Woodthrush Drive	1.15
7510 Woodthrush Drive	1.15
7512 Woodthrush Drive	1.15
7514 Woodthrush Drive	1.09
7516 Woodthrush Drive	1.09
7518 Woodthrush Drive	1.09
7520 Woodthrush Drive	1.09
<u>Building 2</u>	
7602 Woodthrush Drive	1.09
7604 Woodthrush Drive	1.09
7606 Woodthrush Drive	1.15
7608 Woodthrush Drive	1.15
7610 Woodthrush Drive	1.15
7612 Woodthrush Drive	1.15
7614 Woodthrush Drive	1.09
7616 Woodthrush Drive	1.09
7618 Woodthrush Drive	1.09
7620 Woodthrush Drive	1.09
<u>Building 3</u>	
7503 Woodthrush Drive	0.73
7505 Woodthrush Drive	0.73
7507 Woodthrush Drive	0.73
7509 Woodthrush Drive	1.09
7511 Woodthrush Drive	1.09
7515 Woodthrush Drive	1.09
7517 Woodthrush Drive	1.09
7519 Woodthrush Drive	1.09
7521 Woodthrush Drive	1.09
<u>Building 4</u>	
7603 Woodthrush Drive	1.09
7605 Woodthrush Drive	1.09
7607 Woodthrush Drive	1.09
7609 Woodthrush Drive	.96
7611 Woodthrush Drive	.96
7615 Woodthrush Drive	1.09
7617 Woodthrush Drive	1.09
7619 Woodthrush Drive	.96
7621 Woodthrush Drive	.96
7623 Woodthrush Drive	1.09
7625 Woodthrush Drive	1.09

Townhouse  
Building Number and Street Address

Percentage of  
Value Assigned

Building 5

7502 Riverbrook Drive	
7504 Riverbrook Drive	1.35
7506 Riverbrook Drive	1.09
7508 Riverbrook Drive	1.15
7510 Riverbrook Drive	1.15
7512 Riverbrook Drive	1.15
7514 Riverbrook Drive	1.15
7516 Riverbrook Drive	1.09
7518 Riverbrook Drive	1.09
7520 Riverbrook Drive	1.09
	1.09

Building 6

7602 Riverbrook Drive	
7604 Riverbrook Drive	1.09
7606 Riverbrook Drive	1.09
7608 Riverbrook Drive	.96
7610 Riverbrook Drive	.96
7612 Riverbrook Drive	1.09
7614 Riverbrook Drive	1.09
7616 Riverbrook Drive	.96
7618 Riverbrook Drive	.96
7620 Riverbrook Drive	1.09
7622 Riverbrook Drive	1.09
	1.09

Building 7

7503 Riverbrook Drive	
7505 Riverbrook Drive	.73
7507 Riverbrook Drive	.73
7509 Riverbrook Drive	.73
7511 Riverbrook Drive	.73
7515 Riverbrook Drive	.73
7517 Riverbrook Drive	.73
	.73

Building 8

7603 Riverbrook Drive	
7605 Riverbrook Drive	1.09
7607 Riverbrook Drive	1.09
7609 Riverbrook Drive	1.09
7611 Riverbrook Drive	1.09
7615 Riverbrook Drive	1.15
7617 Riverbrook Drive	1.15
7619 Riverbrook Drive	1.15
7621 Riverbrook Drive	1.15
7623 Riverbrook Drive	1.09
	1.09

Building 9

7504 Pebblestone Drive	
7506 Pebblestone Drive	.73
7508 Pebblestone Drive	.73
7510 Pebblestone Drive	.73
7512 Pebblestone Drive	.73
7514 Pebblestone Drive	.73
7516 Pebblestone Drive	.73
7520 Pebblestone Drive	.73
	.73

Townhouse Building Number and Street Address	Percentage of Value Assigned
---	---------------------------------

Building 10

7604 Pebblestone Drive	1.09
7606 Pebblestone Drive	1.09

Building 11

7608 Pebblestone Drive	1.09
7610 Pebblestone Drive	.96
7612 Pebblestone Drive	.96
7614 Pebblestone Drive	1.09
7616 Pebblestone Drive	1.09
7618 Pebblestone Drive	.96
7620 Pebblestone Drive	.96
7622 Pebblestone Drive	1.09
7624 Pebblestone Drive	1.09
7626 Pebblestone Drive	1.09

5. So long as the Developer owns one or more Townhouses in the Condominium Project, the Developer shall be subject to the provisions of the Master Deed and Exhibits A and B attached hereto.

6. Any assessment lien created or claimed under the provisions of Article II, Exhibit A of this Declaration and Master Deed shall be subject and subordinate to the rights of any mortgagee of any recorded first mortgage or second mortgage (which shall include a "wrap-around" or "all-inclusive" mortgage) upon one or more Townhouses made in good faith and for value. No lien created under the provisions of said Article II, Exhibit A shall in any way defeat, invalidate or impair the rights of any mortgagee under any such recorded first or second mortgage unless the mortgagee thereunder shall expressly subordinate his interest, in writing, to such lien.

No amendment to this Declaration and Master Deed shall affect the rights of the mortgagee of any such mortgage which is made in good faith and for value; provided that any such mortgage is recorded prior to the recordation of such amendment and written notice of delivery and recordation of said mortgage is given to the Association pursuant to Article VII, Exhibit A; provided further that the benefit of this paragraph shall not apply to the mortgagee of any such mortgage if such mortgagee shall (i) join in the execution of such amendment or (ii) approve said amendment in writing as a part of said amendment.

Notwithstanding anything contained in this Declaration and Master Deed to the contrary, the Association may, upon the affirmative vote of the Co-Owners otherwise entitled to vote and holding in aggregate at least fifty-one percent (51%) interest in the percentage of value assigned to all Townhouses in the Condominium Project, execute a subordination agreement or agreements to extend the benefits of the two preceding paragraphs to mortgages and mortgagees not otherwise entitled thereto.

In the event of a default by any Co-Owner under a first or second mortgage encumbering said Co-Owner's Townhouse, the mortgagee under said mortgage shall, upon (i) giving written notice to said defaulting Co-Owner, and (ii) delivering a copy of such notice of default to the Association, have the right to exercise the vote of said Co-Owner at any regular or special meeting of the Association held only during such period as said default may continue.

No breach of any provision of this Declaration and Master Deed shall impair or invalidate any lien of any recorded mortgage made in good faith and for value and encumbering one or more Townhouses; provided, however, that all the covenants, conditions, restrictions,

limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes contained in this Declaration and Master Deed shall be binding upon and effective against any person who acquires title to or any beneficial interest in any Townhouse by way of foreclosure, trustee's sale or otherwise.

7. If the Condominium Project is totally or partially damaged or destroyed or totally or partially taken by eminent domain, the repair, reconstruction or disposition thereof shall be as provided by the bylaws attached hereto as Exhibit A.

8. In the event any portion of a Townhouse or a general or limited common element changes boundaries and thereby encroaches upon another Townhouse or such common elements due to the shifting, settling or moving of a building or buildings in the Condominium Project, such changed boundaries shall be deemed to constitute the boundaries of the Townhouses and the general or limited common areas so affected in accordance with Section 9 of the Act.

9. The regime established for the Condominium Project hereby shall not be vacated, waived or revoked or any of the provisions herein amended unless all of the Co-Owners and the mortgagees of all the mortgages covering the Townhouses unanimously agree to such termination, revocation, or amendment by duly approved and recorded instruments; PROVIDED, however, that prior to the first annual meeting of the members of Council of Co-Owners, the Developer may, with the written consent of any institutional mortgagees of any Townhouse in the Condominium Project, (but without the consent of any Co-Owner) amend this Declaration and Master Deed, the bylaws attached hereto as Exhibit A and the condominium subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents, and FURTHER PROVIDED the Developer may change the percentages allocated to and the dimensions of the Townhouses covered by the Developer and the number of parking spaces designated as limited common elements pursuant to paragraph 3B hereof and the condominium subdivision plan attached hereto as Exhibit B so long as each Co-Owner shall have at least one (1) parking space as a limited common element appurtenant to his Townhouse by an amendment to this Declaration and Master Deed duly executed and recorded by the Developer only, provided such changes do not affect the percentages allocated to the other Townhouses in the Condominium Project or the parking spaces appurtenant to the other Townhouses in the Condominium Project which are not owned by the Developer.

10. Developer, as fee owner of all of the hereinbelow described real property, does hereby reserve and/or grant the following easements:

(a) Easements of ingress and egress, and easements for the use and enjoyment of all amenities including without limitation the swimming pool located on the land upon which the Condominium Project is situated, such land being more particularly described in Exhibit B of this Declaration and Master Deed, shall exist in favor of the fee owners, tenants and subtenants from time to time of the land upon which Pagewood Townhouses - Phase II, a townhouse development, is situated, such premises being more particularly described in Exhibit C of this Declaration and Master Deed; and

(b) Easements of ingress and egress, and easements for the use and enjoyment of any and all amenities including without limitation the swimming pool, tennis courts and clubhouse located upon certain common areas of Pagewood Townhouses - Phase II, such common areas being more particularly described in Exhibit D of this Declaration and Master Deed, shall exist in favor of each of the Co-Owners, tenants and subtenants from time to time occupying Pagewood Townhouses - Phase I.

The above easements are additionally evidenced by an easement of even date herewith recorded in Volume 21150, pages 6015 through 6019 inclusive, of the Deed Records of Dallas County, Texas.

11. All present and future Co-Owners, tenants, visitors, servants and occupants of Townhomes shall be subject to, and shall comply with, the provisions of this Declaration and Master Deed, the Townhome Deed, the By-laws and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the property set forth on Exhibit B attached hereto. The acceptance of the deed or the entering into occupancy of the Townhouse shall constitute an agreement that (a) Declaration and Master Deed, Townhouse Deed, the By-laws and the Rules and Regulations, as they may be amended from time to time, said items affecting title to the property are accepted and ratified by such Co-Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed to be covenants running with the land to bind any person having at any time any interest or estate in such Townhome, as though such provisions were cited and stipulated in each and every deed or conveyance or release thereof, and (b) violations of this Declaration and Master Deed, the Townhome Deed, By-laws or Rules and Regulations by any such person shall be deemed to be a substantial violation of the duties of the Co-Owner.

12. The invalidity of any provisions of this Declaration and Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Declaration and Master Deed and, in such event, all the provisions of this Declaration and Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

13. No provision contained in this Declaration and Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, the Developer has caused this Declaration and Master Deed to be executed by its duly authorized officer upon the day and year first written above.

AMERICAN CONDOMINIUM CORPORATION

By Charles G. Nickson  
Charles G. Nickson, President

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Charles G. Nickson, President of AMERICAN CONDOMINIUM CORPORATION, a Michigan corporation qualified and doing business in the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said AMERICAN CONDOMINIUM CORPORATION, a Michigan corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of July, 1973.

Beth Engelhardt  
Notary Public in and for Dallas  
County, Texas