

FIRST AMENDMENT TO
BYLAWS OF

LIFESCAPE VILLAS ON DUBLIN HOMEOWNERS ASSOCIATION, INC.

DEED
TOTL
3406 0000000 0691 914285 10.01

10

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This First Amendment to the Bylaws of Lifescape Villas on Dublin Homeowners Association, Inc., is made and executed on the date shown below by Lifescape Villas on Dublin Homeowners Association, Inc. (the "Association"), a Texas nonprofit corporation and the association of owners of units in Lifescape Villas on Dublin, a condominium regime located in the City of Richardson, Dallas County, Texas.

WITNESSETH

WHEREAS, the Bylaws of Lifescape Villas on Dublin Homeowners Association, Inc., was recorded as Exhibit D to the Condominium Declaration for Lifescape Villas on Dublin, on August 27, 1981, in Volume 81167, at Page 1899, Condominium Records of Dallas County, Texas (the "Bylaws"); and

WHEREAS, Section 5.1 of the Bylaws requires a nine-person board of directors, for which the Members have difficulty finding candidates; and

WHEREAS, to protect their property values and to ensure the successful operation and governance of the Association, the Members deem it to be in the best interests of the Association to permit flexibility in determining the size of the Association's board of directors; and

WHEREAS, Article VIII of the Bylaws permits amendment of the Bylaws by Members of the Association, and Section 4.5 of the Bylaws provides that a vote of the holders of a majority of the votes entitled to be cast shall be the act of the Members' meeting; and

WHEREAS, on April 28, 1992, the owners convened an annual meeting of the Association for the purpose, in part, of amending the Declaration to lower the minimum number of directors of the Association;

NOW THEREFORE BE IT RESOLVED THAT the third and fourth sentences of Section 5.1 of the Bylaws, titled Number, Qualifications, and Term, shall be amended and restated to read as follows:

The board of directors shall consist of at least three persons. The number of directors may be changed from time to time by a vote of the Members; provided, however, the number shall never be less than three and may not be divisible by two.

JUN 07 1993

FURTHER RESOLVED, that upon the recording hereof, the Association does amend the Bylaws and does declare that Lifescape Villas on Dublin shall be governed by the Bylaws as amended by the provisions set forth herein, which constitute covenants running with the land.

IN WITNESS WHEREOF, Lifescape Villas on Dublin Homeowners Association, Inc., has caused this First Amendment to be executed on the 28th day of April 1992, and the undersigned officers certify that this Amendment was approved at a meeting by unit owners representing more than 50 percent of the ownership interests in Lifescape Villas on Dublin.

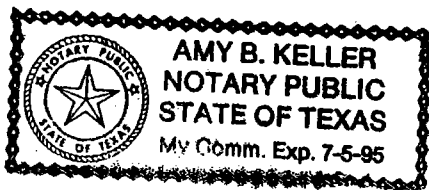
LIFESCAPE VILLAS ON DUBLIN
HOMEOWNERS ASSOCIATION, INC.

By: *Ellen Terranella*
Ellen Terranella, President @

By: *Mary Chris Cantwell*
Mary Chris Cantwell, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF ~~DALLAS~~ §
 COLLIN

This instrument was acknowledged before me on the 28th day of October 1992 by Ellen Terranella, President of Lifescape Villas on Dublin Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Amy B. Keller
Notary Public, The State of Texas
Printed Amy B. Keller
Commission Expires 7-5-95

CONDOMINIUM
RECORDS

CONDOMINIUM DECLARATION

2677

183.00 DEED
1 05/27/81

FOR

LIFESCAPE VILLAS ON DUBLIN, A CONDOMINIUM

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Declarant is the owner of the Project; and

WHEREAS, the Declarant desires to establish the Project as a condominium regime pursuant to the provisions of the Act; and

WHEREAS, the Declarant intends hereby to establish a plan for the individual ownership of estates consisting of a Unit and the co-ownership by the Owners thereof of the Common Elements;

NOW, THEREFORE, the Declarant does hereby submit the Project to the provisions of the Act and the condominium regime established hereby, and does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations and obligations shall be deemed to run with the Land and shall be a burden and benefit to the Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns:

ARTICLE I

Definitions

1.01. As used in this Declaration, the following terms shall have the meanings set forth below:

(a) "Act" shall mean the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes, as amended from time to time.

(b) "Association" shall mean Lifescape Villas On Dublin Homeowners' Association, Inc., a Texas non-profit corporation created for the purposes and possessing the rights, powers and authority set forth herein and in the Charter.

(c) "Board of Directors" shall mean the board of directors of the Association named in the Charter, and their successors as duly elected and qualified from time to time.

(d) "Building" shall mean any structure located on the Land, including all elements thereof exclusive only of elements otherwise within the definition of a Unit.

(e) "Bylaws" shall mean the bylaws of the Association initially adopted by the Board of Directors, a copy of which is attached hereto as Exhibit D, as duly amended from time to time.

(f) "Charter" shall mean the articles of incorporation of the Association filed with the Secretary of State of Texas, as duly amended from time to time.

(g) "Common Elements" shall mean both the General Common Elements (hereinafter defined) and the Limited Common Elements (hereinafter defined).

61167 1862

8-26-81/1862

(h) "Common Expense" shall mean all costs and expenses payable by the Association pursuant to the provisions of this Declaration, the Bylaws or a resolution duly adopted by the Board of Directors or the Owners.

(i) "Condominium Unit" shall mean a Unit, together with an undivided interest in and to the Common Elements.

(j) "Declarant" shall mean Great Southwest Homes, Inc., a Texas corporation, and any party to whom it shall expressly assign in writing its rights, powers, privileges and/or prerogatives as Declarant hereunder.

(k) "Development Phase" shall mean that period of time from the date of the recording of this Declaration until the earlier of (1) that date on which Declarant has first conveyed title to fifty-six (56) of the seventy-four (74) Units in the Project, or (2) that date which is three (3) years from the date on which Declarant first conveyed title to the first (1st) Unit.

(l) "First Lien Indebtedness" shall mean any indebtedness secured by a first and prior lien or encumbrance upon a Condominium Unit.

(m) "First Mortgagee" shall mean any bank, insurance company, agency or instrumentality of the United States government, or other institutional holder of First Lien Indebtedness.

(n) "General Common Elements" shall mean the Land, the Buildings, the Systems which do not exclusively serve a single Unit, all amenities of the Project (such as, if applicable, swimming pools, swimming pool equipment, laundry and utility rooms and storage areas), all parking areas, roadways, walkways, and pavement, and all other elements of the Project necessary or convenient to the existence, maintenance and safety of the condominium regime established hereby and/or which are normal and reasonably in common use by the Owners, but in each case exclusive of any such element otherwise within the definition of a Unit or designated as a Limited Common Element.

(o) "Improvements" shall mean the Units, the Limited Common Elements and the General Common Elements (exclusive of the Land).

(p) "Land" shall mean that certain lot, tract or parcel of land located in Dallas County, Texas and more particularly described in Exhibit A attached hereto, together with all and singular the rights and appurtenances pertaining thereto.

(q) "Limited Common Elements" shall mean those elements of the Common Elements which are either limited to or reserved for the exclusive use of an Owner, or are limited to and reserved for the common use of more than one but fewer than all of the Owners, including, without limitation, the storage areas, private areas, parking areas, balconies and/or patios reserved for the exclusive use of one or more Units, such storage areas, private areas, parking areas, balconies and/or patios, if so reserved being designated on the Map by the letter "L" followed by the Unit designation to which they are appurtenant.

(r) "Manager" shall mean any experienced and professional manager with whom the Association contracts for the day-to-day management of the Project and/or the administration of the Association and the condominium regime established hereby.

turned
over
control
8-27-84

(s) "Map" shall mean the plats and plans attached hereto as Exhibit B, including, without limitation, a survey plat of the Land and diagrammatic plans depicting the Units.

(t) "Owner" shall mean any individual or legal entity (including the Declarant) owning fee title to a Condominium Unit.

(u) "Project" shall mean the Land and the Improvements.

(v) "Regulations" shall mean the rules and regulations of the Association initially adopted by the Board of Directors and relating to the occupancy of the Condominium Units and the use of the Common Elements, as duly amended from time to time.

(w) "Systems" shall mean all fixtures, equipment, pipes, lines, wires and conduits used in the production heating, cooling and/or transmission of air, water, electricity, waste water and sewage.

(x) "Unit" shall mean the space which is contained within the perimeter walls, floors, ceilings, windows and doors of a dwelling unit depicted on the Map, together with the Systems which exclusively serve such Unit, and the improvements, finish materials, fixtures and appliances therein contained, but exclusive of any of the structural components of the Building in which such Unit is located and of Systems which serve more than one Unit.

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

ARTICLE II

General Provisions

2.01. Division-Map. (a) The Project is hereby divided into fee simple estates comprised of separately designated Units, and such Units' undivided interest in and to the Common Elements. Accordingly, each such separate estate shall be deemed to include a non-exclusive easement for ingress and egress to an Owner's Unit, the exclusive right to use and enjoy the Limited Common Elements appurtenant thereto (subject to the rights of other Owners to use and enjoy such Limited Common Elements if appurtenant to more than one Unit), and the non-exclusive right to use and enjoy the General Common Elements. The separate estates recognized hereby shall continue until this Declaration is revoked or terminated in the manner herein provided.

(b) The Map sets forth, inter alia, a general description and diagrammatic plan of each Unit, showing its Building location and number designation and, by identifying Unit number as applicable, the Limited Common Elements appurtenant thereto.

2.02. Ownership of Common Elements-Partition. (a) The undivided interest of an Owner in and to the Common Elements shall be equal to the ownership percentage set forth opposite his Unit number in Exhibit C attached hereto.

(b) The Common Elements shall remain undivided, and no Owner shall bring, or be entitled to maintain, an action for the partition or division thereof.

2.03. Inseparability of Condominium Units. Each Unit, and the Owner's undivided interest in and to the Common Elements shall together comprise one Condominium Unit, shall be inseparable, and shall be acquired, owned, conveyed, transferred, leased and encumbered only as an entirety. In no event shall a Condominium Unit owned by more than one Owner be subject to physical partition.

2.04. Permissible Relationships-Description. (a) A Condominium Unit may be acquired and owned by more than one party in any real property relationship recognized by the laws of the State of Texas.

(b) Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Condominium Unit may legally describe such Condominium Unit by its identifying Unit number and Building designation, followed by the words "LIFESCAPE VILLAS ON DUBLIN, A CONDOMINIUM", with further reference to the Map as filed for record. Every such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Condominium Unit, and any such description shall be construed to include all incidents of ownership relating to a Unit, including the exclusive right to use the Limited Common Elements appurtenant thereto and the Owner's undivided interest in and to the General Common Elements.

2.05. Mortgage of Condominium Unit. An Owner shall be entitled from time to time to mortgage or encumber his Condominium Unit by deed of trust or other instrument, but any lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lien holder who acquires a Condominium Unit through judicial foreclosure, public sale or other means shall be subject to the terms and provisions of this Declaration, except as specifically provided to the contrary herein. An Owner who mortgages his Condominium Unit shall notify the Association, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units", and shall notify an Owner's First Mortgagee, in writing, of any default by such Owner in the performance of such Owner's obligations as set forth in this Declaration not cured within sixty (60) days if such Owner's First Mortgagee has requested such notice.

ARTICLE III

Uses, Reservations and Restrictions

3.01. Permitted Use. Except as hereinafter provided with respect to Units owned by the Declarant, no Unit shall be used or occupied for other than single family residential purposes. While Units may be leased, no Unit shall be leased for transient or hotel purposes (except by a First Mortgagee following a foreclosure of liens securing First Lien Indebtedness), and no Owner shall lease less than an entire Unit. Any such lease shall be in writing, shall state that it is subject in all respects to the provisions of this Declaration, the Bylaws and the Regulations, and shall provide that any failure by the lessee thereunder to comply with the terms and provisions of this Declaration, the Bylaws or the Regulations shall be and constitute a default under such lease. Nothing herein shall be deemed or construed as prohibiting the Declarant, its agents and representatives, from maintaining in Units owned by it a sales office, models and other sales facilities necessary or required during the Development Period, or the Association or the Manager from maintaining an

101 1. 1.

81167 1865

office in one of the Units for purposes of managing the Project and/or administering the affairs of the Association and the condominium regime established hereby.

3.02. Further Requirements of Use. Each Owner shall maintain his Unit in a safe, clean and sanitary condition, and shall not maintain at, nor permit his Unit or the Limited Common Elements appurtenant thereto to become, a public or private nuisance.

3.03. Compliance with Declaration, Bylaws and Regulations. Each Owner, by accepting or possessing title to a Condominium Unit, and each lessee, upon obtaining the right to use and occupy a Condominium Unit, automatically shall be deemed to have agreed to comply strictly with the provisions of this Declaration, the Bylaws and the Regulations. A failure or refusal to so comply with the provisions of any such instrument, after written notice, shall be grounds for an action to recover damages or sums due, with interest thereon at the highest lawful rate, or for injunctive relief, or both, and for reimbursement of all attorneys' fees incurred in connection therewith, which action shall be maintainable by the Board of Directors or the Manager in the name of the Association on behalf of all of the Owners or, in a proper case, by an aggrieved Owner. In addition, an Owner's voting rights in the Association and his or his lessee's right to use and enjoy the General Common Elements may by written notice be suspended by the Association during the period of such noncompliance.

3.04. Access Easement. The Association, its agents and representatives, shall have the irrevocable right of access to each Unit from time to time as may reasonably be necessary for the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom, and for the making of emergency repairs therein necessary to prevent damage to the Common Elements or to the other Units. Damage to the interior of any Unit resulting from such maintenance, repair and replacement activities, whether by reason of an emergency or otherwise, shall 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 an Owner, then such Owner shall be responsible and liable for all such damage.

3.05. Encroachments. If any portion of the Common Elements encroaches upon a Unit, a valid easement for such encroachment, and for the maintenance of same for so long as it stands, shall and does exist. If any portion of a Unit encroaches upon the Common Elements, or upon any adjoining Unit, a valid easement for such encroachment and for the maintenance of same so long as it stands, likewise shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either upon a Unit or upon the Common Elements.

3.06. Mechanic's Liens-Indemnification. No labor performed or materials furnished and incorporated in a Unit with the consent of the Association at the request of an Owner, his agents or representatives, shall be the basis, except to the extent contemplated by Section 3.04, for the filing of a lien against the Unit of any other Owner not expressly consenting to or requesting the same, or against the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against all liabilities and obligations arising from the claim of any lien against the Unit of such other Owners or the Common Elements.

3.07. Recreational Vehicle Parking. The Association shall have the sole and exclusive right to control and regulate the use of those parking spaces which are designated on the Map as being for the parking of Recreational Vehicles. Such right to control and regulate shall include, without limitation, the right to assess a fee for the use of such spaces together with the right to

assign such spaces, on any basis selected by the Association, for the use by selected Owners to the exclusion of the other Owners.

ARTICLE IV

Matters Regarding the Association

4.01. Membership. (a) Each Owner shall automatically be a member of the Association, and shall possess a vote with respect to each Condominium Unit owned equal in weight to such Owner's undivided interest in and to the General Common Elements as set forth in Exhibit C attached hereto. All voting rights of an Owner may be suspended during any period that he is delinquent in the payment of any assessment duly established pursuant to Article VI or Article VII, or otherwise in default under the terms of this Declaration, the Bylaws or the Regulations.

(b) In cases where more than one party owns an interest in a Condominium Unit, all such parties shall arrange among themselves for one of their number to exercise the voting rights herein established by instrument in writing delivered to the Association (failing which no votes with respect to such Condominium Unit shall be counted for any purpose).

4.02. Administration of Affairs. Subject to the provisions of the Act, the Texas Non-Profit Corporation Act, this Declaration and the Bylaws, the Association shall be governed by the Board of Directors. Meetings of the Owners and the Board of Directors shall be held and conducted as provided in the Bylaws. The Association shall provide to any First Mortgagee so requesting prior written notice of any meeting of the Owners, which request for such notice, once made, shall relate to all subsequent meetings, and shall permit such First Mortgagee, its agent and representatives, to attend same. Any action taken by the Association pursuant hereto or to the Bylaws, specifically including, without limitation, acting pursuant to Articles VI and VII, shall be binding upon all Owners.

4.03. Manager. To facilitate management of the Project and the administration of the Association and the condominium regime established hereby, the Board of Directors, may delegate to a Manager responsibility for matters of a routine nature, provided only that an agreement evidencing such relationship shall in no event exceed a period of one (1) year, renewable by agreement of the parties thereto for successive one year periods only, and shall be subject to termination by either party without cause and without payment of a termination fee upon not more than ninety (90) days' prior written notice and for cause upon not more than thirty (30) days' prior written notice. No decision by the Association to terminate any Manager and to assume self-management shall be effective unless first approved by all First Mortgagees.

4.04. Records. The Board of Directors shall keep or cause to be kept records with detailed accounts of the receipts and expenditures of the Association. All books and records of the Association shall be available for inspection by the Owners and the First Mortgagees, their respective agents and representatives, during normal business hours. All financial records of the Association shall be kept in accordance with generally accepted accounting principles, consistently applied. The Association shall furnish to each First Mortgagee requesting same in writing, copies of audited financial statements of the Association within ninety (90) days following the end of each fiscal year of the Association.

4.05. Mailing Addresses-Notices. (a) Each Owner shall register his mailing address with the Association. The mailing address of each First Mortgagee is to be delivered to the Association as provided in Section 2.05. The mailing address of the

*instrument
agreement
Cancelled*

Association from time to time shall be made known to the Owners and the First Mortgagees by written notice.

(b) All notices, demands and other communications shall be deemed delivered, whether actually received or not, three (3) days following deposit thereof in a United States Postal Service depository, postage prepaid, registered or certified, return receipt requested, properly addressed to the party to whom same is sought to be delivered at such address so registered.

ARTICLE V

Maintenance, Alterations, Insurance, Taxes, and Utilities

5.01. Maintenance. (a) Each Owner shall be responsible for and shall maintain in good condition and repair, at his sole cost and expense, his Unit (including, without limitation, all Systems which are a part of his Unit, improvements, finish materials [such as paneling, wallpaper, paint, wall and floor tile, carpeting, carpet pad and other flooring materials, excluding subflooring], fixtures and appliances therein contained, and the interior of all Unit doors and windows [including but not limited to hardware and glass]). Each Owner shall maintain any limited common element yard which is appurtenant to such Owner's Unit. No Owner shall be required to directly pay the cost and expense of structural repairs to the Common Elements unless necessitated by the willful or negligent misuse thereof by the occupants or invitees of such Unit, in which event such costs and expenses shall constitute the sole obligation of the Owner(s) whose occupants and/or invitees were guilty of such willful or negligent misuse. Any maintenance and repair work done by or at the instance of an Owner shall be done in a good and workmanlike manner using materials of equal or better quality than the materials removed, and shall be done in such a manner as not to impair the structural soundness or integrity of any Building. In the event an Owner fails to discharge his maintenance obligations hereunder, the Association shall be entitled (but not obligated) to cause such work to be done, and the cost and expense thereof shall be and constitute a lien upon such Owner's Condominium Unit.

(b) All portions of the Project not required hereunder to be maintained by the Owners individually shall be maintained by the Association, the cost and expense of which shall constitute a Common Expense and be payable by the Association. Specifically, but without limitation, the Association shall maintain in good condition and repair the Common Elements, and shall establish and maintain an adequate reserve fund for such purposes, to be funded by regular monthly assessments rather than by extraordinary special assessment. Subject to the provisions of Section 5.03(d), nothing herein shall be deemed or construed as relieving any Owner from liability or responsibility for damage to the Common Elements caused by the negligence or misconduct of his Unit's occupants or invitees.

(c) In the event a dispute shall arise among Owners as to the proper party to bear a maintenance cost or expense, the Board of Directors shall be entitled to resolve such dispute; provided, however, that nothing herein shall be deemed or construed as limiting an Owner's right to have the provisions of this Section interpreted by a court of competent jurisdiction; provided further, however, that any such cost or expense so disputed shall be paid in accordance with the determination of the Board of Directors pending final judgment in any such legal proceedings.

5.02. Alterations. No Owner shall be entitled to alter, add to or improve his Unit, or the Limited Common Elements appurtenant thereto, in a manner as will or might reasonably be expected

to affect the structural soundness or integrity of any of the Improvements, without the prior written consent of the Association. Further, no Owner shall be entitled to make any alteration, addition or improvement to a Limited Common Element appurtenant to more than his Unit unless the prior written approval of all Owners having an interest therein is obtained. Any alterations, additions and improvements made pursuant to this Section 5.02 shall be made at the individual cost and expense of the Owners.

5.03. Insurance. (a) The Association shall obtain and maintain, with responsible insurance companies licensed to do business in the State of Texas, fire and extended coverage insurance in an amount equal to the full replacement value from time to time of the Improvements (exclusive of improvements made to a Unit or to a Limited Common Element by an Owner and the contents placed in a Unit by an Owner). Such insurance shall name the Association as the insured, as attorney-in-fact for the Owners and the First Mortgagees as their interest may appear. In addition, the Association shall obtain and maintain with responsible insurance companies licensed to do business in the State of Texas public liability insurance insuring the Association, the Board of Directors, the Manager (if applicable) and the Owners against liability for injury to person and damage to property occurring in, on or about the Project. The policies evidencing the insurance coverages required pursuant hereto shall expressly provide for cancellation or amendment only upon not less than thirty (30) days' prior written notice to the Association.

(b) The Association shall be entitled to obtain and maintain such additional insurance coverages hereunder as the Board of Directors may deem necessary or appropriate. The premiums for all insurance coverages maintained by the Association pursuant to this Section 5.03 shall constitute a Common Expense and be payable by the Association.

(c) An Owner shall be responsible for obtaining and maintaining, at his sole cost and expense, insurance covering all alterations, additions and improvements to his Unit, and all other personal property located thereat. Nothing herein shall be deemed or construed as prohibiting an Owner, at his sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as he may deem necessary or appropriate.

(d) The Association and each Owner, by his possession or acceptance of title to a Condominium Unit, hereby waives any and every claim which arises or may arise in its or his favor against any other Owner or the Association for any and all loss of, or damage to, its or his property located within or upon, or constituting a part of, the Project, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent such loss or damage is recoverable thereunder. Inasmuch as the foregoing mutual waivers will preclude the assignment of any of such claim by way of subrogation (or otherwise) to an insurance company (or any other party), the Association and each Owner immediately shall give to each insurance company which has issued to it or him policies of insurance written notice of the terms of this mutual waiver, and cause such policies to be endorsed, if necessary, to prevent the invalidation of such coverages by reason hereof.

5.04. Taxes. The Declarant shall give written notice to the appropriate taxing authorities of the creation of the condominium regime established hereby, and each Condominium Unit (i.e., an Owner's Unit and such Owner's undivided interest in and to the General Common Elements) shall be subject to separate assessment and taxation. Each Owner shall be responsible for and shall pay when due all taxes, assessments and other governmental impositions lawfully levied or assessed with respect to his Condominium Unit.

Any taxes, assessments or other governmental impositions lawfully levied or assessed with respect to the Project not separately billed to the Owners shall constitute a Common Expense and be payable by the Association.

5.05. Utilities. Each Owner shall be responsible for and shall directly pay all electricity charges relating to such service used or consumed at or with respect to the occupancy of his Unit. Charges for water, sewage and garbage collection will not be separately metered or imposed, and charges relating to such services shall constitute a Common Expense and be payable by the Association. Any utility charges imposed in connection with the Common Elements shall also constitute a Common Expense.

ARTICLE VI

Assessments

6.01. Monthly Assessments-Budget. (a) The Association shall possess the right, power, authority and obligation to establish a monthly assessment sufficient in the judgment of the Board of Directors to pay when due all Common Expenses. Such monthly assessments so established shall be payable by the Owners on the first day of each calendar month, and shall be applied to the payment of charges for which the Association is responsible, including, without limitation, charges relating to maintenance and repair of elements of the Project not the responsibility of the Owners, care of the Common Elements, casualty, public liability and other insurance coverages required or permitted to be maintained by the Association, governmental impositions not separately levied and assessed, utilities relating to the Common Elements or not separately metered, professional services, such as management, accounting and legal, and such other costs and expenses as may reasonably relate to the proper maintenance, care, operation and management of the Project, and the administration of the Association and the condominium regime established hereby. No consent or approval of the Owners shall be required for the establishment of the monthly assessments contemplated by this Section.

(b) Prior to the commencement of each fiscal year of the Association, the Board of Directors shall prepare and deliver to each of the Owners a budget setting forth the anticipated Common Expenses for the ensuing year. Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the Common Expenses anticipated to be incurred, and shall be accompanied by a statement setting forth each Owner's monthly share thereof and the date as of which such monthly assessment commences to be payable. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the monthly assessment payable hereunder, and the failure of the Board of Directors to timely deliver the budget provided for herein shall in no event excuse or relieve an Owner from the payment of the monthly assessments contemplated hereby. Any budget prepared and delivered to the Owners as hereby contemplated may be amended as and to the extent reasonably necessary, and the amount of an Owner's monthly assessment changed to correspond therewith.

6.02. Special Assessments. In addition to the monthly assessments contemplated by Section 6.01, the Association shall possess the right, power and authority to establish special assessments from time to time as may be necessary or appropriate in the judgment of the Board of Directors to pay non-recurring Common Expenses relating to the proper maintenance, care, alteration, improvement, operation and management of the Project, and the administration of the Association and the condominium regime established hereby. Except as contemplated by Article VII, no

consent or approval of the Owners shall be required for the establishment of a special assessment as contemplated by this Section 6.02, except for any special assessment relating to the alteration or improvement of any element of the Project, which must be approved by not less than seventy-five percent (75%) of the Owners entitled to vote thereon (in interest, not in numbers) at a meeting of the Association duly called for purposes of considering same.

6.03. Obligation to Pay Assessments. Each Owner shall be personally obligated to pay his share (i.e., in accordance with his undivided interest in and to the Common Elements as set forth in Exhibit C attached hereto) of all assessments duly established pursuant to this Article VI and Article VII. Any unpaid assessments due as of the date of the conveyance or transfer of a Condominium Unit shall be and constitute the joint and several obligation of both the new Owner and the old Owner; provided, however, that any new Owner acquiring any such Condominium Unit as a result or in lieu of a foreclosure by a First Mortgagee of the liens held by it shall not be liable for any such unpaid assessments (other than his share of any reallocation thereof). No Owner shall be entitled to exempt himself from liability for his obligation to pay such assessments by waiver of the use and enjoyment of the Common Elements, by an abandonment of his Unit or by any other action whatsoever. Any such assessment not paid within fifteen (15) days of the date due shall bear interest at the rate of ten percent (10%) per annum, and shall be recoverable by the Association, together with interest as aforesaid and all costs and expenses of collection, by suit in a court of competent jurisdiction. It shall be the responsibility of the Board of Directors to collect any such delinquent assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and, where required, his First Mortgagee.

6.04. Lien to Secure Payment of Assessments. An Owner's share of all assessments established pursuant to this Article VI and Article VII shall be and constitute a lien and encumbrance upon such Owner's Condominium Unit in favor of the Association, prior and superior to all other liens and encumbrances, upon such Condominium Unit, regardless of how created, evidenced or perfected, other than the liens securing the payment of First Lien Indebtedness and the liens for unpaid taxes, assessments and other governmental impositions. Such lien and encumbrance may be enforced by any means available at law or in equity, including, without limitation, a non-judicial foreclosure sale of the Condominium Unit of a defaulting Owner; such sale to be conducted in the manner set forth in Article 3810 of the Revised Civil Statutes of the State of Texas. The Association or any other Owner may be the purchaser at any such foreclosure sale.

6.05. Information Relating to Assessments. Upon payment of a fee of \$25.00, the Association promptly shall deliver to an Owner, his First Mortgagee or any other party who is the purchaser under a written contract, to purchase such Unit, a statement setting forth the amount of any delinquent assessments payable by an Owner, as well as the amount of the monthly assessment at the time payable by such Owner pursuant to Section 6.01.

ARTICLE VII

Loss and Obsolescence

81167 1471

7.01. Loss or Damage. The following provisions shall govern in the event the Project, or any part thereof, is damaged or destroyed by fire or other casualty:

(a) Prompt written notice of any such substantial damage or destruction shall be given to all First Mortgagees.

(b) If such damage or destruction does not reasonably result in substantial loss of more than two-thirds of all of the Improvements, the Association promptly shall proceed with the full restoration and repair of such damage or destruction and the amount by which such restoration and repair costs exceed collectible insurance proceeds shall be and constitute a special assessment payable by the Owners within thirty (30) days of the date notice of such special assessment is delivered to them by the Association;

(c) If such damage or destruction reasonably results in substantial loss of more than two-thirds of all of the Improvements the Association shall:

(i) proceed with the full restoration and repair of such damage or destruction if not less than one hundred percent (100%) of the Owners entitled to vote thereon (in interest, not in numbers) shall elect within ninety (90) days of the date of such damage or destruction to so proceed at a meeting of the Association duly called for purposes of considering same, in which event the amount by which such repair and restoration costs exceed collectible insurance proceeds shall be and constitute a special assessment payable by the Owners within sixty (60) days of the date notice of such special assessment is delivered to them by the Association; or

(ii) proceed with the sale of the Project if less than one hundred percent (100%) of the Owners entitled to vote thereon (in interest, not in numbers) elect to proceed with such restoration and repair as aforesaid or fail to so elect as aforesaid within ninety (90) days of the date of such damage or destruction.

(d) Any excess insurance proceeds remaining after such restoration and repair, or any insurance and/or sales proceeds available absent such restoration and repair, shall be received and held in trust by the Association in separate accounts for each Owner according to his individual interest in the General Common Elements as set forth in Exhibit C attached hereto, and be applied, without contribution from one such amount to another, as follows:

(i) first, to the payment of any taxes, assessments or other governmental impositions then due from such Owner with respect to his Condominium Unit;

(ii) second, to the payment of the balance of the First Lien Indebtedness of such Owner;

(iii) third, to the payment of any assessment of the Association then due from such Owner with respect to his Condominium Unit; and

(iv) the balance, if any, to such Owner or such other parties as shall be entitled thereto.

7.02. Matters Relating to Restoration and Repairs. Any restoration and repair work undertaken by the Association pursuant to Section 7.01 shall be performed in a good and workmanlike manner with a view to restoring the Improvements to a condition similar to that existing prior to such damage or destruction; provided, however, that in no event shall the Association be responsible for restoring, repairing or replacing any improvements to a Unit made by an Owner, or the contents located in such Owner's Unit. All such restoration and repair work shall be effected in a manner so as to observe all vertical and horizontal boundaries existing prior to such damage or destruction.

7.03. Obsolescence of General Common Elements. In the event not less than seventy-five percent (75%) of the Owners entitled to vote thereon (in interest, not in numbers) shall determine at a meeting of the Association duly called for purposes of considering same that the Common Elements, or any part thereof, are obsolete, the Association, after first obtaining the written consent of all First Mortgagees, promptly shall proceed with the necessary replacements and improvements thereto pursuant to a budget established for such purpose, and the cost thereof shall be and constitute a special assessment payable by the Owners within thirty (30) days of the date notice of such special assessment is delivered to them by the Association.

7.04. Obsolescence of the Project. In the event not less than seventy-five percent (75%) of the Owners entitled to vote thereon (in interest, not in numbers) shall determine at a meeting of the Association duly called for purposes of considering same that the Project is obsolete, the Association, after first obtaining the written consent of all First Mortgagees, promptly shall proceed with the sale thereof in its entirety. Any proceeds from such sale shall be received, held and applied for and on account of the Owners as provided in Section 7.01(d).

7.05. Association as Attorney-in-Fact. Each Owner, by acceptance or possession of title to a Condominium Unit, hereby irrevocably makes, constitutes and appoints the Association, and each and every of its successors in interest hereunder, as his true and lawful attorney-in-fact, for and in his name, place and stead, upon the damage or destruction of the Project, or any part thereof, or upon any determination by the Owners made pursuant to this Article VII, to take any and all actions, and to execute and deliver any and all instruments, as the Board of Directors may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article VII, hereby giving and granting unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as an Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. It is intended by this Section 7.05 to authorize the Association, in the name and on behalf of all Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article VII as aforesaid, including, without limitation, the power and authority to make and settle claims under any insurance policies maintained by the Association, contract for and with respect to restoration and repair work, contract for and with respect to replacements and improvements to the Common Elements (to the extent authorized as contemplated by Section 7.03), to contract for and with respect to a sale of the Project (to the extent contemplated by Section 7.01(c)(ii) or authorized as contemplated by Section 7.04), and to execute and deliver all instruments necessary or incidental to any such actions.

ARTICLE VIII

CONDEMNATION

8.01. General Provisions. If all or any part of the Project is taken or threatened to be taken by eminent domain or by action in the nature of eminent domain (whether permanent or temporary) the Board of Directors and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board of Directors shall give such notice as it receives of the existence of such proceeding to all Owners and to all First Mortgagees. The expense of participation in such proceedings by the Board of Directors shall be borne as a Common Expense. The Board of Directors is specifically authorized to obtain and pay

for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board of Directors in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board of Directors, acting as trustee, and such damages or awards shall be applied or paid as hereinafter provided.

8.02. Taking of One Unit. In the event of any taking of a Unit by eminent domain or sale or other transfer in lieu thereof, the Owner and his mortgagee, if any, of such Unit shall be entitled to the award for such taking and after payment thereof, he and his mortgagee shall be divested of all interest in the Project if such Owner shall vacate and abandon his Unit by virtue of such taking. If any repair or rebuilding of the remaining portions of the Project is required as a result of such taking, the remaining Owners shall determine by the affirmative vote or written consent of the remaining Owners owning a majority interest in the Common Elements either to rebuild or repair the Project or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, nor shall be undertaken, the remaining portion of the Project shall be resurveyed and the Declaration shall be amended to reflect such taking and to proportionately readjust the percentages of ownership of the remaining Owners based upon a continuing total ownership of the Project of one hundred percent (100%).

8.03. Taking of Common Elements. In the event an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Unit), the Board of Directors, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements only, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be held for each Owner, or his mortgagee or mortgagees, as their interests shall appear, in proportion to such Owner's percentage interest in the Common Elements. The Board of Directors may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners.

8.04. Taking of Several Units. In the event that such eminent domain proceeding results in the taking of or damage to more than one but less than two-thirds ($2/3$) of the Units, then the damage and awards for such taking shall be determined for each Unit and the following shall apply:

(a) The Board of Directors shall determine which of the Units damaged by such taking may be habitable for the purposes set forth in the Declaration, taking into account the nature of this Project and the reduced size of each Unit so damaged.

(b) The Board of Directors shall determine whether it is reasonably practicable to operate the remaining Units of the Project including those damaged Units which may be habitable as a condominium project in the manner provided in this Declaration.

(c) In the event the Board of Directors determines, with the consent of all First Mortgagees, that it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be made habitable as a condominium project, then the Project shall be deemed to be regrouped and merged into a single estate owned jointly in the undivided interest by all owners, as tenants-in-common, in the percentage interests previously owned by each Owner in the Common Elements.

(d) In the event the Board of Directors determines that it will be reasonably practicable to operate the undamaged Units and the damaged Units which can be made habitable as a condominium project, then the damages and awards made with respect to each Unit which has been determined to be capable of being made habitable shall be applied to repair and reconstruct such Unit so that it is made habitable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those units which are being repaired or reconstructed so as to be made habitable. With respect to those Units which may not be made habitable, the award made with respect to each Unit shall be paid to the Owner of such Unit or his mortgagee or mortgagees, as their interests may appear, and the remaining portion of such Units, if any, shall become a part of the Common Elements and repair and use of such Units shall be determined by the Board of Directors. Upon the payment of such award for the account of such Owner as provided herein, such Unit shall no longer be a part of the Project, and the percentage interest in the Common Elements appurtenant to each remaining Unit which shall continue as part of the Project shall be equitably adjusted to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners.

(e) If the entire Project is taken, or two-thirds (2/3) or more of the Units are taken or damaged by such taking, all damages and awards shall be held for the accounts of all Owners, and their mortgagees, as their interests shall appear, in proportion to their percentage interests in the Common Elements and this condominium regime shall terminate upon such payment. Upon such termination, the Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the percentage interest previously owned by each Owner in the Common Elements.

8.05. Payment of Awards and Damages. Any damages or awards provided in this Article to be paid for or for the account of any Owner by the Board of Directors, acting as trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any mortgage instruments duly perfected; thirdly, to the payment of any common charges or special assessments charged to or made against the Unit and unpaid; and finally to the Owner.

ARTICLE IX

DEVELOPMENT PERIOD

9.01. Voting Control. During the Development Phase, but not thereafter the Declarant shall be entitled to cast votes in determining Association matters equal to three times the actual number of votes held by the Declarant according to the Units then owned by Declarant.

9.02. Election of Directors. (a) Not later than sixty (60) days after Declarant has conveyed title to eighteen (18) Units, the Association shall hold a special meeting for the purpose of electing Directors at which meeting nine (9) Directors shall be elected, at least two (2) of whom are Owners (other than the Declarant or its employees).

(b) Not later than sixty (60) days after Declarant has conveyed title to thirty-seven (37) Units, the Association shall hold a special meeting for the purpose of electing Directors at which meeting nine (9) Directors shall be elected, at least two (2) of whom are Owners (other than the Declarant or its employees).

(c) The Directors elected at each such special meeting shall take office upon election.

ARTICLE X

Miscellaneous

10.01. Revocation of Declaration. This Declaration may be revoked, but only by an instrument in writing, duly executed and acknowledged by all Owners and all First Mortgagees, duly filed of record in the county in which the Project is located.

75%
to own &
control

10.02. Amendment to Declaration. This Declaration may be amended, but only by an instrument in writing, duly executed and acknowledged by not less than seventy-five percent (75%) of the Owners (in interest, not in numbers) and by all First Mortgagees, and filed of record in the county in which the Project is located. Any such amendment so effected shall be binding upon all of the Owners.

10.03. Partial Invalidity. In the event any provision of this Declaration, the Bylaws or the Regulations shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall in no wise impair or affect the validity or enforceability of the remainder of such instruments.

10.04. Conflict with Act. In the event any of the provisions of this Declaration, the Bylaws or the Regulations shall be in conflict with the provisions of the Act or the Texas Non-Profit Corporation Act, the provisions of such statutes shall control. In the event of a conflict between this Declaration and the Bylaws, the provisions of this Declaration shall control.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration as of the 26th day of August, 1981.

GREAT SOUTHWEST HOMES, INC.

By: [Signature]
Its: Executive Vice President

VOL 1
S1167 1876

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lansing Thorne, the executive vice pres. of GREAT SOUTHWEST HOMES, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said GREAT SOUTHWEST HOMES, INC., and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of August, 1961.

LaQuita Diercks
Notary Public - State of Texas

LaQuita Diercks
Typed or Printed Name

My Commission Expires:
4/16/85

V01
S1187 1477

EXHIBIT "A"

BEING a tract of land situated in the William W. Wallace Survey, Abstract No. 1601 in Dallas County, Texas, said tract also being Lot 1, Block "A" of the Villa Estates, an addition to the City of Richardson as recorded in Volume 61006, Page 0977 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

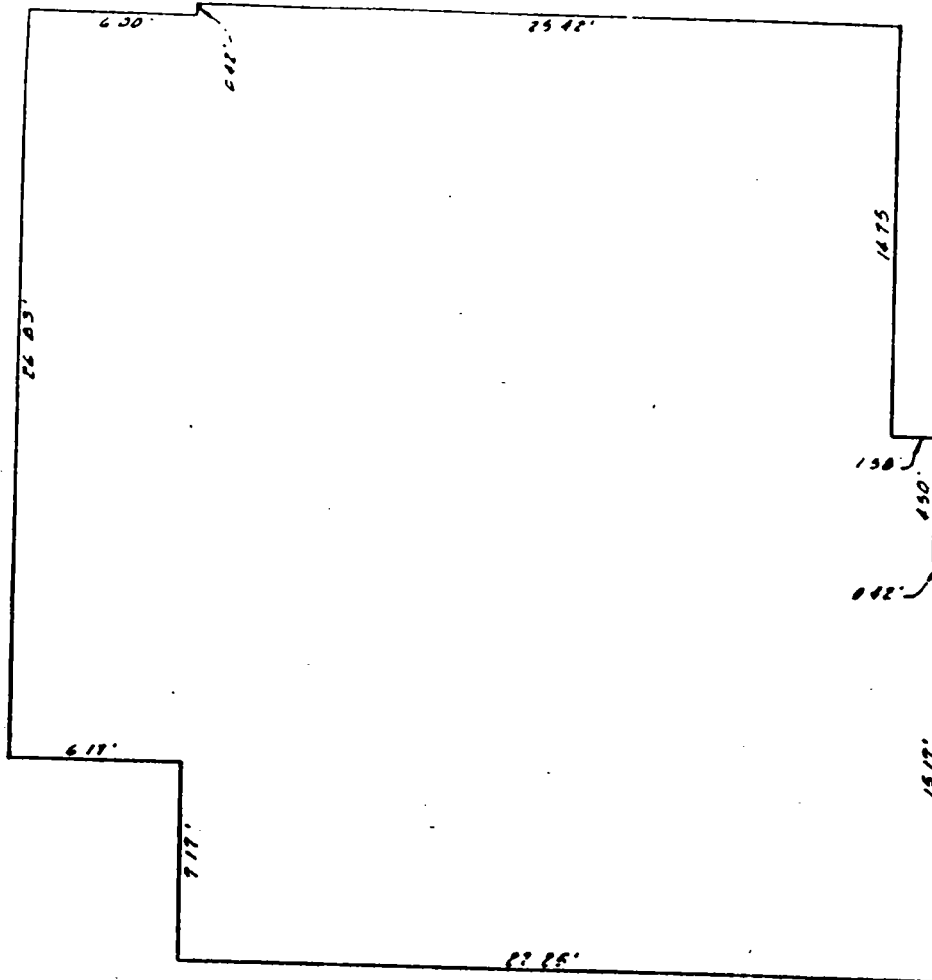
BEGINNING at a point of intersection of the east line of Dublin Drive (a 60 foot right-of-way) with the south line of Colfax Drive (a 60 foot right-of-way);

THENCE along the said south line of Colfax Drive the following courses and distances; N. $89^{\circ}34'00''$ E., 500.34 feet to the beginning of a curve to the right having a central angle of $24^{\circ}00'00''$ and a radius of 85.64 feet; Thence along said curve 35.87 feet to the end of said curve, said point being the beginning of another curve to the left having a central angle of $24^{\circ}00'00''$ and a radius of 145.00 feet; Thence along said curve 60.74 feet to the end of said curve; Thence N. $89^{\circ}34'00''$ E., 9.38 feet to a point for corner;

THENCE S. $0^{\circ}08'40''$ E., 407.64 feet to a point for corner;

THENCE S. $89^{\circ}34'00''$ W., 412.31 feet to a point for corner on the said east line of Dublin Drive, said point also being in a curve to the left running in a northwesterly direction and having a central angle of $53^{\circ}05'11''$ a radius of 195.00 feet and a tangent bearing of N. $6^{\circ}55'11''$ E.;

THENCE along said curve, and the said east line of Dublin Drive the following courses and distances; 180.67 feet to the end of said curve; Thence N. $46^{\circ}10'00''$ W., 85.08 feet to the beginning of a curve to the right having a central angle of $45^{\circ}46'00''$ and a radius of 235.00 feet; Thence along said curve 187.71 feet to the end of said curve; Thence N. $0^{\circ}24'00''$ W., 35.17 feet to the Point of Beginning and containing 217,869 square feet or 5.002 acres of land.

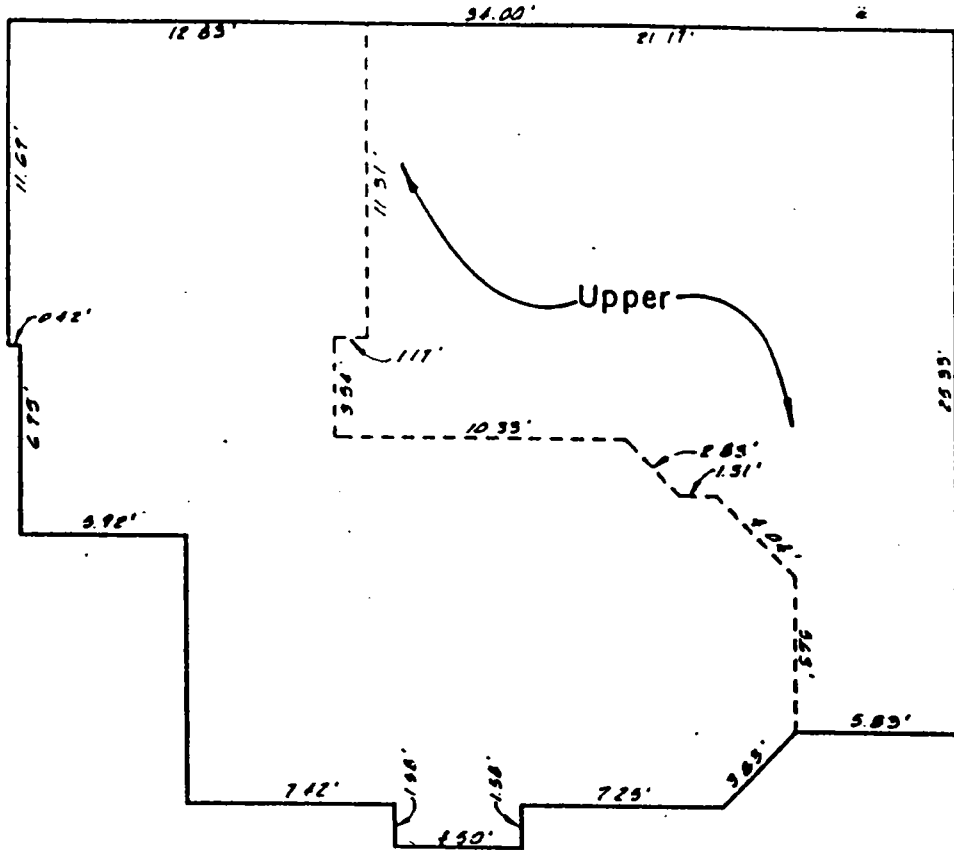


COUNTY CLERK'S OFFICE
 PORTIONS OF THE
 DOCUMENT

VILLA ESTATES
 1" - 50'
 B-2

VOL PAGE
 81167 1892

EXHIBIT B
 PLAN 6
 DUPLEX "B" PLAN
 DUPLEX "C" PLAN



SYMBOLS FOR UNITS

P 201	V 177	W 111	Y 211
Y 211	V 201	W 111	Y 211
Y 211	V 201	W 225	Y 211
Y 211	V 211	W 225	Y 211
Y 211	V 211	W 225	Y 211

364 S.F. Upper
 87 S.F. Lower
 451 S.F. Total

QUADPLEX 'C' PLAN
 1/2" = 50'

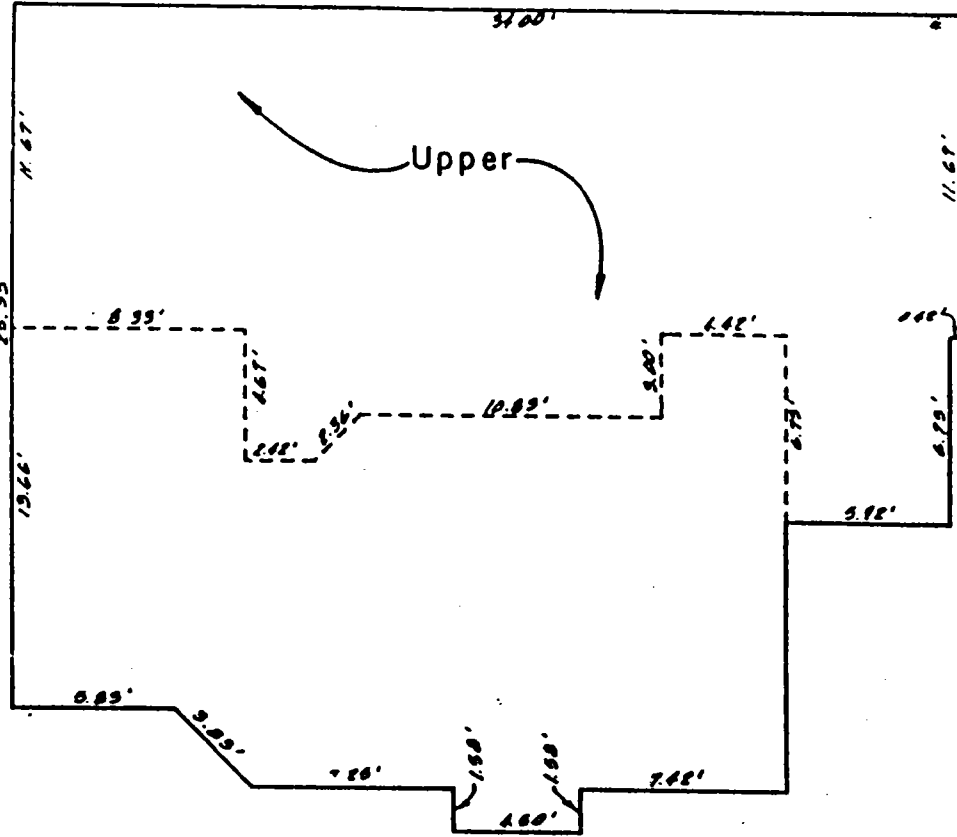
VILLA ESTATES
 1" = 50'
 C-2

VOL PAGE

81167 1894

EXHIBIT B
 Page 8

QUADRAPLEX "C" PLAN



TYPICAL FOR UNITS

P 203	x 243
J 219	x 245
J 221	x 247
H 223	x 249
B 224	

487 S.F. Upper
 670 S.F. Lower
 1167 S.F. Total

VOL PAGE
 81167 1896

VILLA ESTATES
 1" = 50'
 D

EXHIBIT B
 PAGE 10
 QJADRAPLEX "D" PLAN

EXHIBIT "C"

FIRST
SEE AMENDMENT
EXHIBIT C-11

<u>Unit</u>	<u>Building</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Percentage Common Elements</u>
101	Q	A-1	1009	1.21%
103	Q	A-1	1009	1.21%
105	P	B-2	1072	1.27%
107	P	B-2	1072	1.27%
109	N	A-1	1009	1.21%
111	N	A-1	1009	1.21%
113	M	B-2	1072	1.27%
115	M	B-2	1072	1.27%
117	L	A-1	1009	1.21%
119	L	A-1	1009	1.21%
121	K	B-2	1072	1.27%
123	K	B-2	1072	1.27%
125	J	A-1	1009	1.21%
127	J	A-1	1009	1.21%
129	H	A-2	1001	1.19%
131	H	A-2	1001	1.19%
133	H	B-1	1061	1.26%
135	H	B-1	1061	1.26%
137	G	A-2	1001	1.19%
139	G	A-2	1001	1.19%
141	G	B-1	1061	1.26%
143	G	B-1	1061	1.26%
145	F	A-2	1001	1.19%
147	F	A-2	1001	1.19%
149	F	B-1	1061	1.26%
151	F	B-1	1061	1.26%
153	E	A-2	1001	1.19%
155	E	A-2	1001	1.19%
157	E	A-2	1001	1.19%
159	E	A-2	1001	1.19%
161	D	A-2	1001	1.19%
163	D	A-2	1001	1.19%
165	D	B-1	1061	1.26%
167	D	B-1	1061	1.26%
169	C	A-2	1001	1.19%
171	C	A-2	1001	1.19%
173	C	B-1	1061	1.26%
175	C	B-1	1061	1.26%
177	B	A-2	1001	1.19%
179	B	A-2	1001	1.19%
181	B	B-1	1061	1.26%
183	B	B-1	1061	1.26%
185	A	C-1	1288	1.53%
187	A	C-1	1288	1.53%
201	R	C-2	1272	1.50%
203	R	D	1365	1.61%
205	R	B-1	1061	1.26%
207	R	A-3	1004	1.19%
211	T	C-2	1272	1.50%
213	T	C-2	1272	1.50%
215	T	C-2	1272	1.50%
217	T	C-2	1272	1.50%
219	U	D	1365	1.61%
221	U	D	1365	1.61%
223	U	D	1365	1.61%
225	U	D	1365	1.61%
227	V	C-2	1272	1.50%
229	V	C-2	1272	1.50%
231	V	C-2	1272	1.50%
233	V	C-2	1272	1.50%
235	W	C-2	1272	1.50%
237	W	C-2	1272	1.50%

51187 1807

239	W	G-2 D	1272	1.50%
241	W	G-2 D	1272	1.50%
243	X	D	1365	1.61%
245	X	D	1365	1.61%
247	X	D	1365	1.61%
249	X	D	1365	1.61%
251	Y	C-2 C	1272	1.50%
253	Y	C-2	1272	1.50%
255	Y	C-2	1272	1.50%
257	Y	C-2	1272	1.50%
259	Z	C-3	1284	1.52%
261	Z	C-3	1284	1.52%

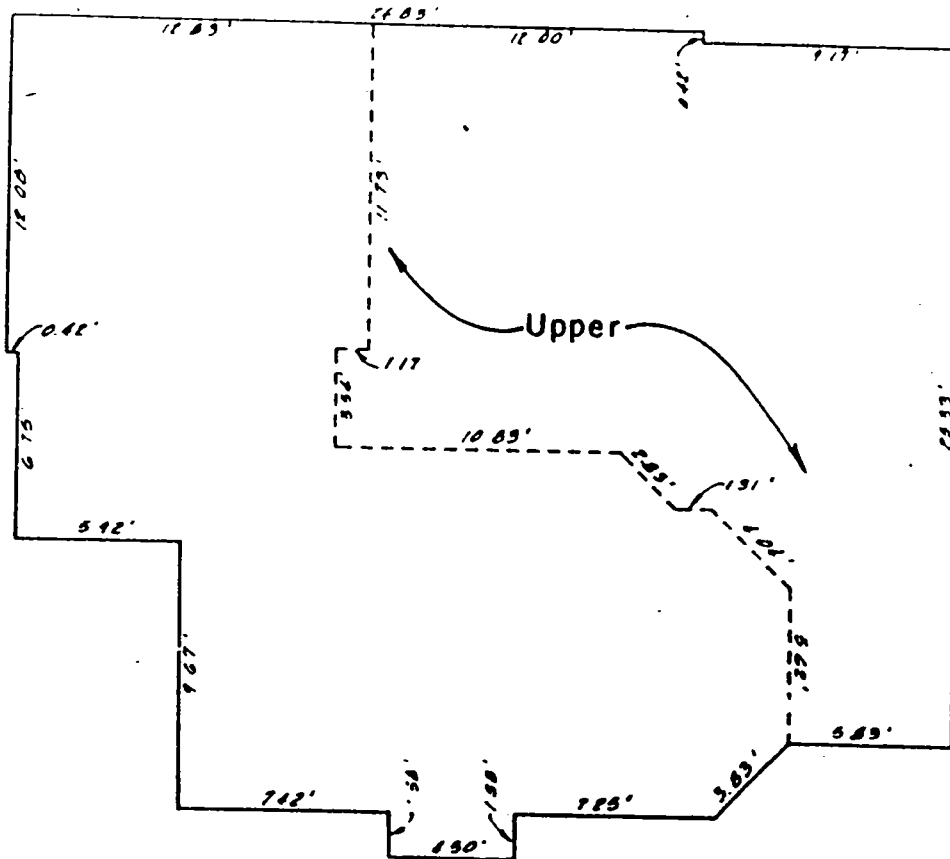
100.00%

FIRST
SERIES AMENDMENT
EXHIBIT "C-1"

Replaced by "C-1"

91 1 30

81167 1998



1950-1951
 1952-1953
 1954-1955
 1956-1957
 1958-1959
 1960-1961
 1962-1963
 1964-1965
 1966-1967
 1968-1969
 1970-1971
 1972-1973
 1974-1975
 1976-1977
 1978-1979
 1980-1981
 1982-1983
 1984-1985
 1986-1987
 1988-1989
 1990-1991
 1992-1993
 1994-1995
 1996-1997
 1998-1999
 2000-2001
 2002-2003
 2004-2005
 2006-2007
 2008-2009
 2010-2011
 2012-2013
 2014-2015
 2016-2017
 2018-2019
 2020-2021
 2022-2023
 2024-2025

VILLA ESTATES
 1" = 50'
 C-1

VOL PAGE

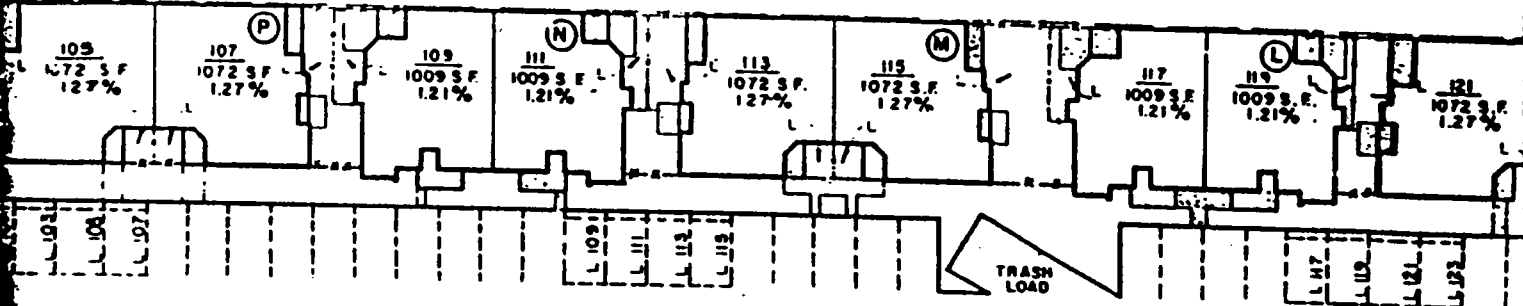
81167 1893

EXHIBIT B
 NYC 7
 DUPLEX "C" PLAN

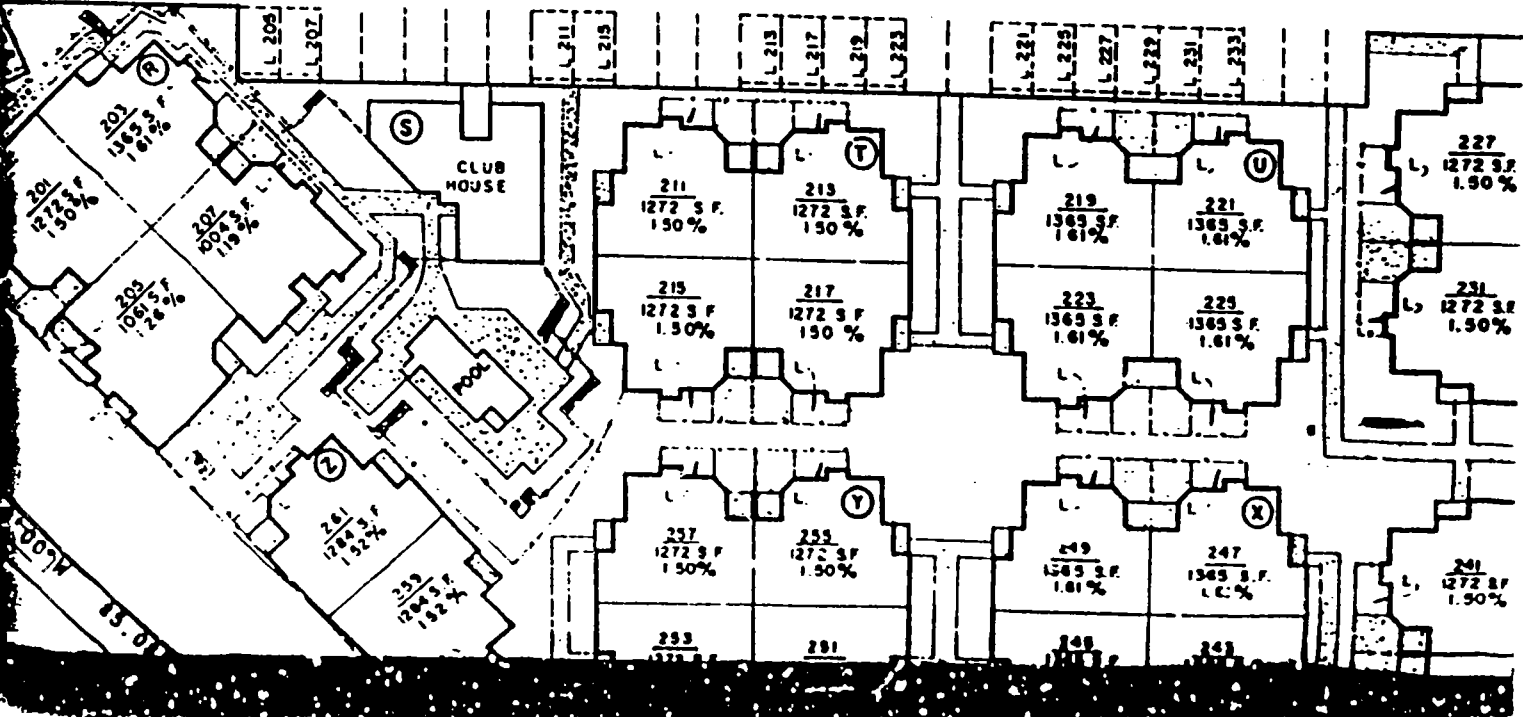
SHADOW OAKS

COLFAX DRIVE

N 89°34'00"E 500.34'



PRIVATE DRIVE



N 89° 34' 00" E 9.38'



RICHARDSON HEIGHTS ADDITION
DOVER ELEMENTARY SCHOOL

BOUNDARY DESCRIPTION

BEING a tract of land situated in the William W. Wallace Survey, Abstract No. 1601 in Dallas County, Texas, said tract also being Lot 1, Block "A" of the Villa Estates, an addition to the City of Richardson as recorded in Volume 81006, Page 0977 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

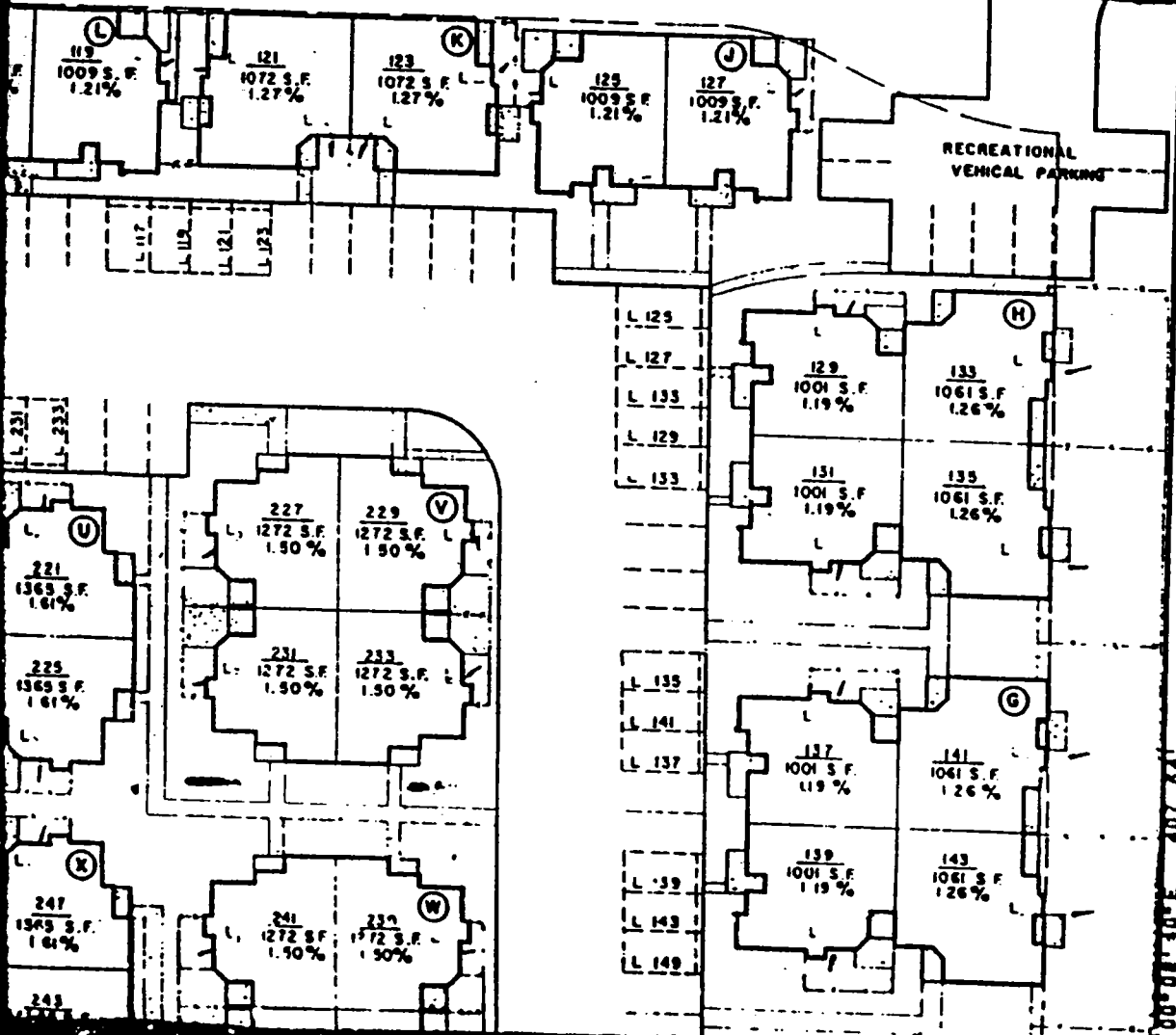
BEGINNING at a point of intersection of the east line of Dublin Drive (a 60 foot right-of-way) with the south line of Colfax Drive (a 60 foot right-of-way); THENCE along the said south line of Colfax Drive the following courses and distances; N. 89°34'00" E., 500.34 feet to the beginning of a curve to the right having a central angle of 24°00'00" and a radius of 85.64 feet; Thence along said curve 35.87 feet to the end of said curve, said point being the beginning of an-

OAKS

$\Delta = 24^{\circ}00'00''$
 $R = 85.64'$
 $T = 18.20'$
 $L = 35.87'$

$\Delta = 24^{\circ}00'00''$
 $R = 145.00'$
 $T = 30.82'$
 $L = 60.74'$

N 89° 34' 00"



00° 08' 30" E 407.84'

RICHARDSON HEIGHTS ADDITION
DOVER ELEMENTARY SCHOOL

COLF

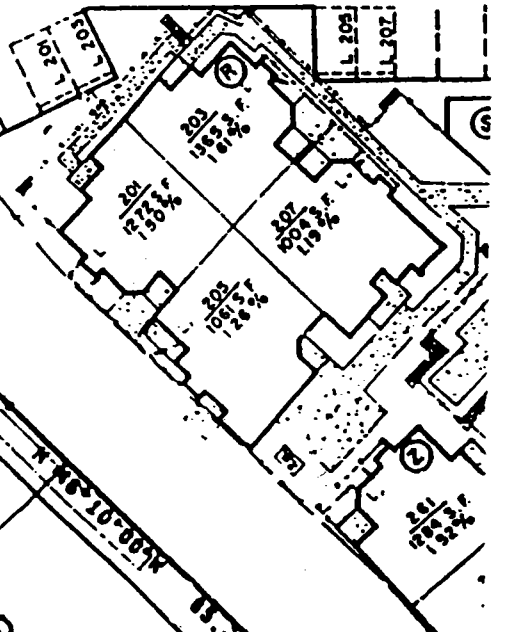
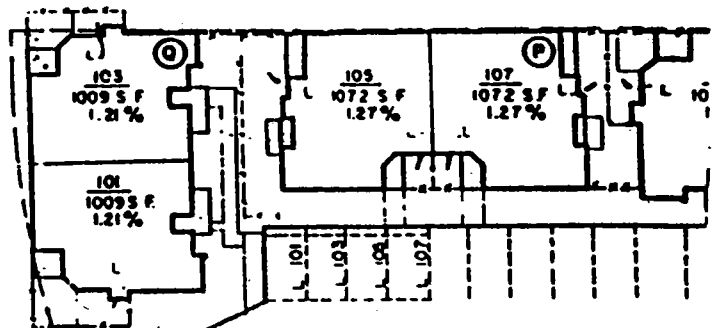
$\Delta = 45^\circ 46' 00''$
 $R = 235.00'$
 $T = 99.19'$
 $L = 187.71'$

N 0° 24' 00" W
35.17'

DUBLIN

SPRING VEH

DR



N 16° 10' 00" W
85.37'

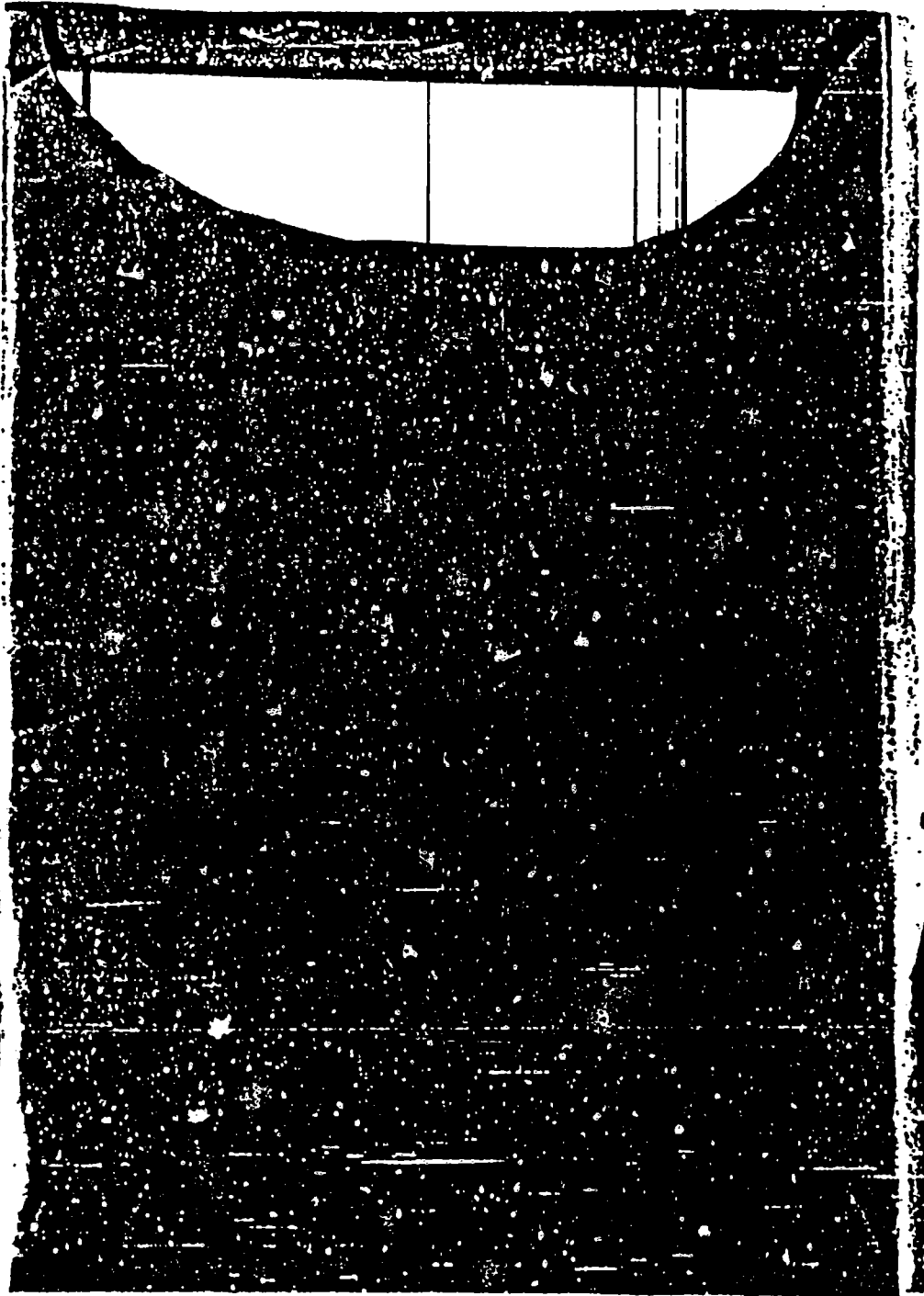


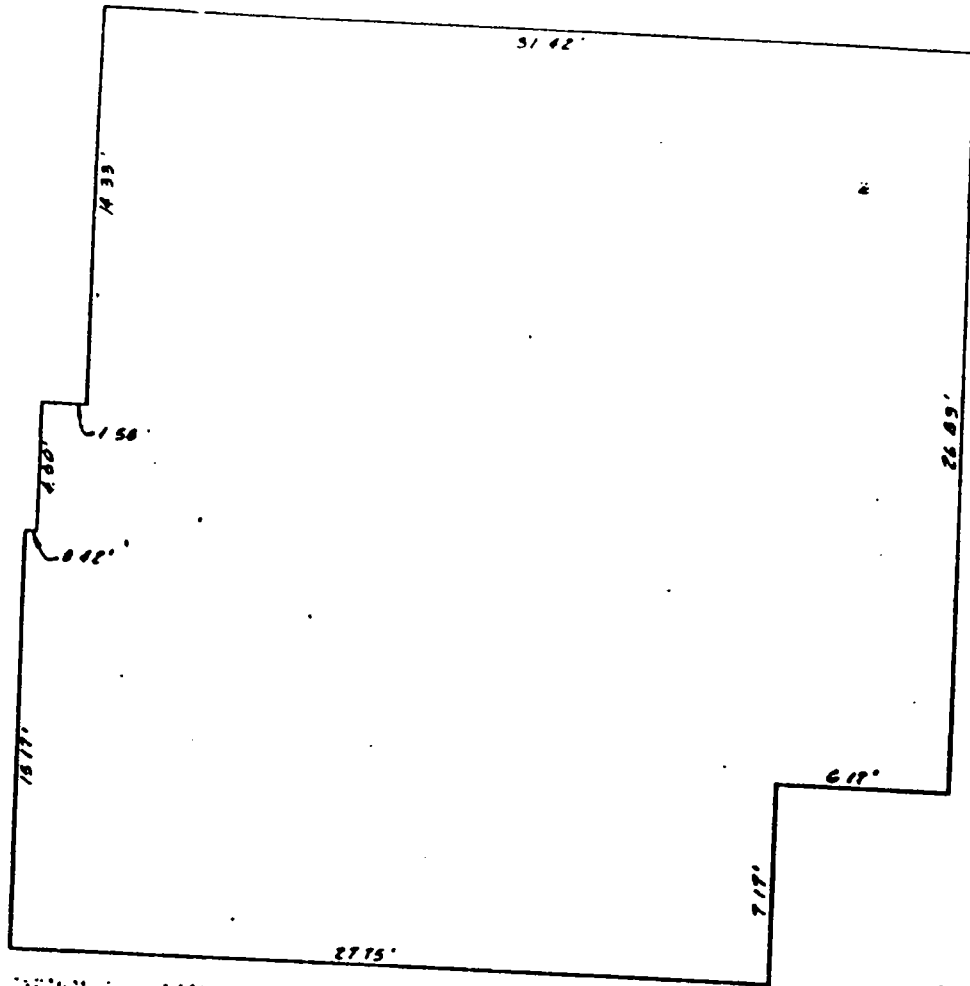
EXHIBIT B

Page 1

801 1 31

81167 1879

QUADRAFLEX 75 FLAM



SECTION	AREA
1	1.19
2	1.11
3	1.45
4	0.31
5	0.31
6	0.31
7	0.31
8	0.31
9	0.31
10	0.31
11	0.31
12	0.31
13	0.31
14	0.31
15	0.31
16	0.31
17	0.31
18	0.31
19	0.31
20	0.31
21	0.31
22	0.31
23	0.31
24	0.31
25	0.31
26	0.31
27	0.31
28	0.31
29	0.31
30	0.31
31	0.31
32	0.31
33	0.31
34	0.31
35	0.31
36	0.31
37	0.31
38	0.31
39	0.31
40	0.31
41	0.31
42	0.31
43	0.31
44	0.31
45	0.31
46	0.31
47	0.31
48	0.31
49	0.31
50	0.31
51	0.31
52	0.31
53	0.31
54	0.31
55	0.31
56	0.31
57	0.31
58	0.31
59	0.31
60	0.31
61	0.31
62	0.31
63	0.31
64	0.31
65	0.31
66	0.31
67	0.31
68	0.31
69	0.31
70	0.31
71	0.31
72	0.31
73	0.31
74	0.31
75	0.31
76	0.31
77	0.31
78	0.31
79	0.31
80	0.31
81	0.31
82	0.31
83	0.31
84	0.31
85	0.31
86	0.31
87	0.31
88	0.31
89	0.31
90	0.31
91	0.31
92	0.31
93	0.31
94	0.31
95	0.31
96	0.31
97	0.31
98	0.31
99	0.31
100	0.31
101	0.31
102	0.31
103	0.31
104	0.31
105	0.31
106	0.31
107	0.31
108	0.31
109	0.31
110	0.31
111	0.31
112	0.31
113	0.31
114	0.31
115	0.31
116	0.31
117	0.31
118	0.31
119	0.31
120	0.31
121	0.31
122	0.31
123	0.31
124	0.31
125	0.31
126	0.31
127	0.31
128	0.31
129	0.31
130	0.31
131	0.31
132	0.31
133	0.31
134	0.31
135	0.31
136	0.31
137	0.31
138	0.31
139	0.31
140	0.31
141	0.31
142	0.31
143	0.31
144	0.31
145	0.31
146	0.31
147	0.31
148	0.31
149	0.31
150	0.31
151	0.31
152	0.31
153	0.31
154	0.31
155	0.31
156	0.31
157	0.31
158	0.31
159	0.31
160	0.31
161	0.31
162	0.31
163	0.31
164	0.31
165	0.31
166	0.31
167	0.31
168	0.31
169	0.31
170	0.31
171	0.31
172	0.31
173	0.31
174	0.31
175	0.31
176	0.31
177	0.31
178	0.31
179	0.31
180	0.31
181	0.31
182	0.31
183	0.31
184	0.31
185	0.31
186	0.31
187	0.31
188	0.31
189	0.31
190	0.31
191	0.31
192	0.31
193	0.31
194	0.31
195	0.31
196	0.31
197	0.31
198	0.31
199	0.31
200	0.31

1061 S.F. Total

COUNTY CLERK'S MEMO
 PORTIONS OF THIS
 DOCUMENT NOT
 REPRODUCIBLE
 WHEN RECORDED

VILLA ESTATES
 1" = 50'
 B-1

VOL PAGE

81167 1891

EXHIBIT B
 1998
 QUADRANGLE "B" PLAN

S 00°08'40"E

RICHARDSON
DOVER E

Page 097 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

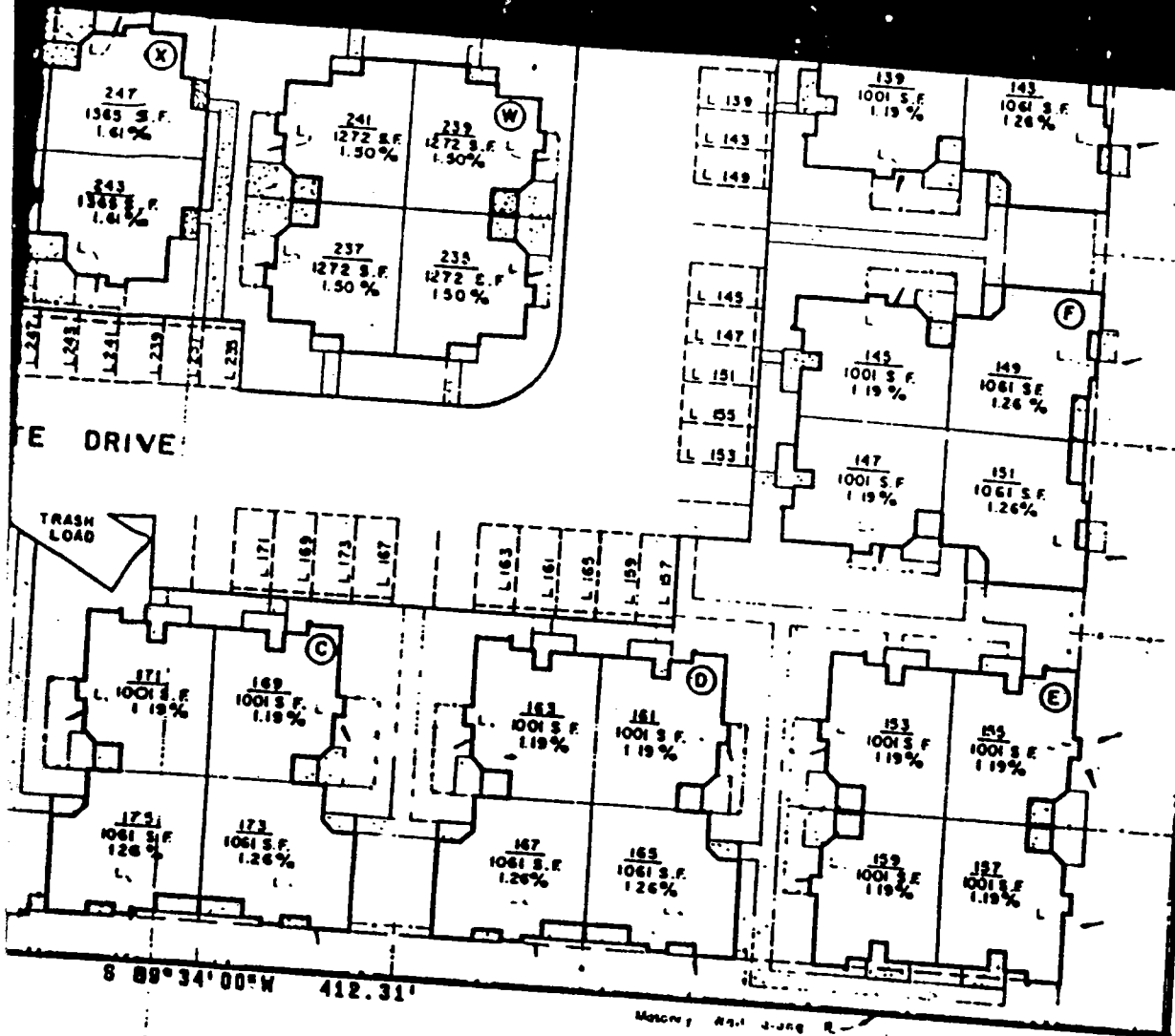
BEGINNING at a point of intersection of the east line of Dublin Drive (a 60 foot right-of-way) with the south line of Colfax Drive (a 60 foot right-of-way);
 THENCE along the said south line of Colfax Drive the following courses and distances; N. 89°34'00" E., 500.34 feet to the beginning of a curve to the right having a central angle of 24°00'00" and a radius of 85.64 feet; Thence along said curve 35.87 feet to the end of said curve, said point being the beginning of another curve to the left having a central angle of 24°00'00" and a radius of 145.00 feet; Thence along said curve 60.74 feet to the end of said curve, Thence N.89°34'00" E., 9.38 feet to a point for corner;
 THENCE S. 0°08'40" E., 407.64 feet to a point for corner;
 THENCE S. 89°34'00" W., 412.31 feet to a point for corner on the said east line of Dublin Drive, said point also being in a curve to the left running in a northwesterly direction and having a central angle of 53°05'11" a radius of 195.00 feet and a tangent bearing of N. 6°55'11" E.;

THENCE along said curve, and the said east line of Dublin Drive the following courses and distances; 180.67 feet to the end of said curve; Thence N. 46°10'00"W.; 85.08 feet to the beginning of a curve to the right having a central angle of 45°46'00" and a radius of 235.00 feet; Thence along said curve 187.71 feet to the end of said curve; Thence N. 0°24'00" W., 35.17 feet to the Point of Beginning and containing 217,869 square feet or 5.002 acres of land.

REVISED 8/20/81

SURVEY SKETCH						
VILLA ESTATES						
WM. W. WALLACE SURVEY, ABSTRACT 1601						
RICHARDSON, TEXAS						
THREADGILL - DOWDEY and ASSOCIATES						
CONSULTING ENGINEERS DALLAS, TEXAS						
DESIGN	DRAWN	CHECKED	DATE	SCALE	JCB	SHEET
A.R.W.	FD	408	8/1/81	1" = 30'	8790	

81167 1887 PLATE No.



E DRIVE

TRASH LOAD

S 89°34'00"W 412.31'

Messery, West - Long R.

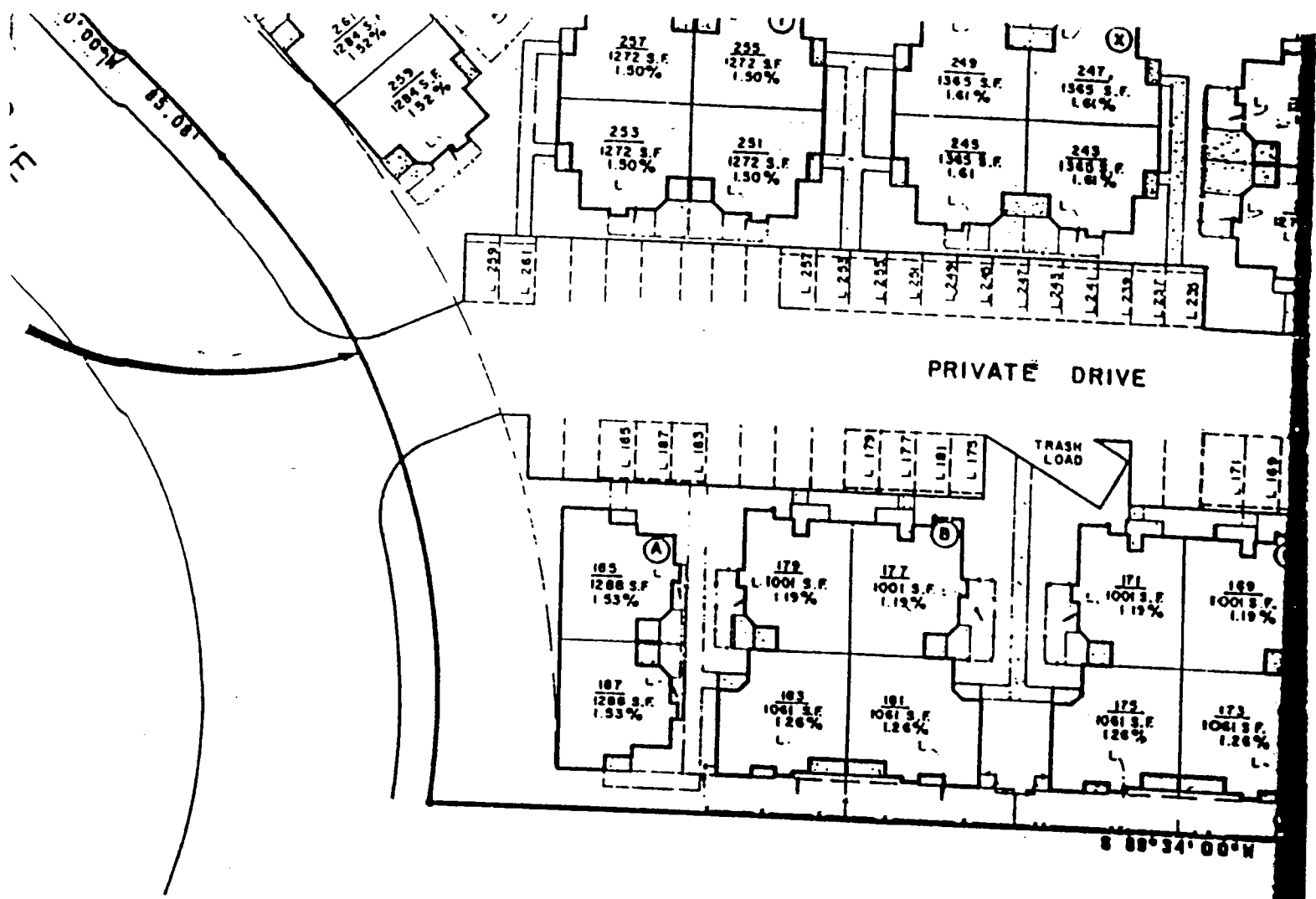
S 00°00'40"E

RICHARDSON
DOVER E

WATERFALL CROSSING

VOL PAGE

81167 1886



261
1284 S.F.
1.92%

259
1284 S.F.
1.92%

237
1272 S.F.
1.90%

235
1272 S.F.
1.90%

249
1345 S.F.
1.81%

247
1345 S.F.
1.81%

253
1272 S.F.
1.90%

251
1272 S.F.
1.90%

245
1345 S.F.
1.81%

243
1345 S.F.
1.81%

L 239
L 261

L 257
L 235

L 235
L 231

L 251
L 233

L 251
L 231

L 239
L 237

L 239

PRIVATE DRIVE

L 185

L 187

L 183

L 173

L 177

L 181

L 173

L 171

L 169

185
1288 S.F.
1.93%

179
1001 S.F.
1.19%

177
1001 S.F.
1.19%

171
1001 S.F.
1.19%

169
1001 S.F.
1.19%

187
1288 S.F.
1.93%

183
1041 S.F.
1.26%

181
1041 S.F.
1.26%

175
1041 S.F.
1.26%

173
1041 S.F.
1.26%

8 88° 34' 00" W

WATERFALL CROSS

VOL PAGE

81167 1885

SPRING VALLEY - COIT ADDITION

60°
DRIVE

N 76° 10' 00" W 180.67'

$\Delta = 53^{\circ} 05' 11''$
R = 195.00'
T = 97.41'
L = 180.67'



VOL PAGE

81167 1484