

**DECLARATION OF
VILLAS AT WESTWOOD CONDOMINIUM, A CONDOMINIUM**

THIS DECLARATION is made this 20th day of MAY, 2003, by Stylecraft Buildings, Inc. ("Declarant"), pursuant to the Texas Uniform Condominium Act, Chapter 82, Property Code of the State of Texas ("Act").

WITNESSETH

WHEREAS, Declarant is the owner in fee simple of certain real estate situated in the City of Bryan, County of Brazos and State of Texas more particularly described on Exhibit "A" attached hereto and made a part thereof, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate; and

WHEREAS, Declarant desires to submit all of said property to the Act.

NOW, THEREFORE, Declarant, as the owner of said property, hereby declares as follows:

**ARTICLE I
Definitions**

Definitions. As used herein, the following words and terms shall have the following meanings:

- 1.1 Act. The Texas Uniform Condominium Act, Chapter 82, Property Code, State of Texas.
- 1.2 Association. VILLAS AT WESTWOOD OWNERS ASSOCIATION, a nonprofit corporation organized under Texas Revised Civil Statutes 1396-1.01 et seq. The Articles of Incorporation of the Association are attached hereto as Exhibit "D".
- 1.3 Board. The Executive Board of the Association.
- 1.4 Bylaws. The Bylaws of the Association which are incorporated herein and made a part hereof by this reference, and attached as Exhibit "E".
- 1.5 Common Elements. All portions of the Condominium except the Units. Limited Common Elements are Common Elements. All water lines not located in street rights-of-way which serve the Property and all sewer lines not located in either street rights-of-way or City of Bryan sanitary sewer easements which serve the Property are Common Elements. All retention ponds, storm water or drainage lines or facilities not within the City of Bryan drainage easements are Common Elements. Any amenities constructed on the Property, including, but not limited to, picnic tables, barbecue grills, and play areas,

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are Common Elements. This definition shall not create an obligation to provide any amenities as described above.

- 1.6 Common Expenses. Expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves and any ad valorem taxes or public assessments levied on Common Elements.
- 1.7 Condominium. The condominium created by this Declaration.
- 1.8 Declarant. Stylecraft Builders, Inc., a Texas limited corporation.
- 1.9 Declarant Control Period. The period commencing on the date hereof and continuing until earlier of (i) the date three (3) years after Declarant has first conveyed a Unit for sale in the ordinary course of business, or (ii) the date upon which Declarant voluntarily surrenders control of the Condominium, or (iii) the date one hundred twenty (120) days after the Declarant has conveyed 75% of the Units.
- 1.10 First Mortgage and First Mortgagee. A First Mortgage is a mortgage or deed of trust which has been recorded so as to give constructive notice thereof, and which is a first lien on the Unit or Units described therein. A First Mortgagee is the holder, from time to time, of a First Mortgage as shown by the records of the Office of the County Clerk for Brazos County, Texas in which the First Mortgage is recorded, including the Federal National Mortgage Association and including a purchaser at foreclosure sale upon foreclosure of a First Mortgage until expiration of the mortgagor's period of redemption. If there be more than one holder of a First Mortgage, they shall be considered as, and act as, one First Mortgage for all purposes under this Declaration and the Bylaws.
- 1.11 Limited Common Elements. Those portions of the Common Elements allocated by this Declaration, the Plans or by operation of Section 82.052 of the Act for the exclusive use of one of the Units including, but not limited to, any deck, balcony, porch, flower bed, or patio appurtenant to a Unit and any attic storage areas appurtenant to a Unit. That portion of the property upon which heating and air conditioning equipment serving a Unit is located shall constitute a Limited Common Element allocated specifically to the Unit served by such equipment.
- 1.12 Occupant. Any person or persons in possession of a Unit, including Unit Owners, the family members, lessees, guests and invitees of such person or persons, and family members, guests and invitees of such lessees.
- 1.13 Person. A natural person, corporation, partnership, trust or other legal or commercial entity, or any combination thereof.
- 1.14 Plans. The plan of the Condominium, including, but not limited to building types, architectural style, size of units, and the Plat recorded in the Office of the County Clerk for Brazos County, Texas and by the Act made a part of this Declaration, and as set forth on Exhibit "F" attached hereto and made a part hereof for all purposes.

- 1.15 Plat. The survey plat depicting the Condominium and the location of the buildings on the property, recorded in the Office of the County Clerk for Brazos County, Texas, and by the Act made a part of this Declaration.
- 1.16 Property. The real estate described on Exhibit "A", together with all buildings, amenities and other improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate.
- 1.17 Rules and Regulations. The rules and regulations of the Condominium promulgated by the Executive Board from time to time.
- 1.18 Special Declarant Rights. The rights as defined in Section 82 of the Act for the benefit of a Declarant, including but not limited to the following: to complete the improvements indicated on the Plans (Section 82.003(a)(22)(4), Section 82.059); to maintain sales offices, management offices, models and signs advertising the Condominium (Section 82.003(a)(22)(D), Section 82.065); to exercise any development right as defined in Section 82.060 of the act; to use and allow others to use easements through the Common Elements (Section 82.003(a)(22)(E), Section 82.066); to elect, appoint or remove members of the Board during the Declarant Control period (Section 82.003 (a)(27)(F), Section 82.103 (c); and to withdraw any portion of the Property from the Condominium. Declarant shall have no right to subdivide or convert Units owned by Declarant.
- 1.19 Unit. A portion of the Condominium, whether or not contained solely or partially within a building, together with its percentage of undivided interest in the Common Elements as set forth on Exhibit "B". Each Unit is designated and delineated on the Plans.
- 1.20 Unit Boundaries. The boundaries of each Unit, both as to vertical and horizontal planes, as shown on the Plans, are the undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the Unit, the undecorated surfaces of the ceiling facing the interior of the Unit, and the topmost surfaces of the subflooring, and include the decoration on all such interior and topmost surfaces, including, without limitation, all paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries. Also included as a part of the Unit shall be those portions of the heating and air conditioning system for the Unit which are located within the perimeter walls of the Unit and those portions of the heating and air conditioning system located in the Common Elements, wherever located.
- 1.21 Unit Owner. The person or persons, including the Declarant, owning a Unit in fee simple.

ARTICLE II
Submission of Property to the Act

- 2.1 Submission. Declarant hereby submits the Property to the Act.
- 2.2 Name. The Property shall hereafter be known as VILLAS AT WESTWOOD CONDOMINIUM.
- 2.3 Alterations of Units. Subject to the provisions of the Bylaws, a Unit may be altered pursuant to the provisions of Section 82.061, and 82.062, but shall not be permitted to be subdivided as set forth in Section 82.063 of the Act.
- 2.4 Limited Common Elements. The Limited Common elements serving or designed to serve each Unit are hereby allocated solely and exclusively to each such Unit.
- 2.5 Unit Allocations. The allocations to each Unit of a percentage of undivided interest in the Common Elements and of a percentage of the Common Expenses are as stated on Exhibit "B". The allocation of undivided interest in the Common Elements and of the Common Expenses has been determined by a ratio formulated upon the relation that each Unit bears to the total number of Units. The votes are equally allocated to all Units with each Unit Owner having one (1) vote for each Unit owned.
- 2.6 Encumbrances. The liens, defects and encumbrances affecting the Property to which the rights of Unit Owners and Occupants are hereby made subject are set out on Exhibit "C".
- 2.7 Condominium Ordinances. The Condominium is not subject to any code, real estate use law, ordinance, charter provisions, or regulation (i) prohibiting the condominium form of ownership, or (ii) imposing conditions or requirements upon a condominium which are not imposed upon physically similar developments under a different form of ownership.
- 2.8 Reservation of Special Declarant Rights. Declarant hereby reserves all Special Declarant Rights, as defined in Article 1.18.

ARTICLE III
Easements

- 3.1 Encroachments. In the event that, by reason of the construction, reconstruction, rehabilitation, alteration or improvement of the buildings or improvements comprising a part of the Property, any part of the Common Elements now or hereafter encroaches upon any part of any Unit, or any part of Common Elements, or upon any part of another Unit, an easement for the continued existence and maintenance of each such encroachment is hereby declared and granted and shall continue for so long as each such encroachment exists; provided that in no event shall an easement for such encroachment be created if

such encroachment is detrimental to or interferes with the reasonable use and enjoyment of the Common Elements or Units so encroached upon.

- 3.2 Easements through Walls. Easements are hereby declared and granted to the Association and to such persons as are authorized by the Association, to install, lay, maintain, repair and replace any chutes, flues, ducts, vents, pipes, wires, conduits and other utility installations, and structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the boundaries of any Unit.
- 3.3 Easements to Repair, Maintain, Restore and Reconstruct. Wherever in, and whenever by, this Declaration, the Bylaws or the Act, a Unit Owner, the Association, the Board or any other person, is authorized to enter upon a Unit or the Common Elements to inspect, repair, maintain, restore or reconstruct all or any part of a Unit or the Common Elements, such easements as are necessary for such entry and such repair, maintenance, restoration or reconstruction are hereby declared and granted.
- 3.4 Easements for Utilities. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under the Declaration and Bylaws and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 3.4 shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television and equipment facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 3.4 unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use of occupancy of the Unit by its Owners.
- 3.5 Declarant's Easement. Declarant hereby reserves such easements through the Common Elements as may be reasonably for the purposes of discharging its obligation, exercising Special Declarant Rights, and completing the development and construction of the Condominium, which easements shall exist as long as reasonably necessary for such purpose.
- 3.6 Unit Owners Access. Easements are hereby declared and granted to each Unit Owner for the free and unfettered ingress and egress to his unit, which easement shall be perpetual and appurtenant to the Unit Ownership.

- 3.7 Easements to Run With Land. All easements and rights described in this Article III are appurtenant easements running with the land, and except as otherwise expressly provided in this Article III shall be perpetually in full force and effect, and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, Declarant's mortgagees, the Association, Unit Owners, Occupants, First Mortgagees and any other person having any interest in the Condominium or any part thereof. The Condominium and every part thereof shall be conveyed and encumbered subject to and together with all easements and rights described in this Article III, whether or not specifically mentioned in any such conveyance or encumbrance.

ARTICLE IV
Restrictions, Conditions and Covenants

- 4.1 Compliance with Declaration, Bylaws and Rules and Regulations. Each Unit Owner and Occupant shall comply with all applicable provisions of the Act, this Declaration, the Bylaws, the Articles of Incorporation of Association, and the Rules and Regulations promulgated by the Board or the Association, as needed. Failure to comply shall be grounds for an action by the Association, an aggrieved Unit Owner, or any person adversely affected, for recovery of damages, injunction, or other relief.
- 4.2 Administration of Condominiums. The Condominium shall be administered in accordance with the provisions of the Act, this Declaration and the Bylaws.
- 4.3 Use Restricted; Use by Declarant.
- (a) Except as may be otherwise expressly provided in this Declaration, each unit shall be used for residential purposes only. No trade or business of any kind may be conducted. Lease or rental of a unit for residential purposes shall not be considered to be a violation of this Covenant, so long as the lease is in compliance with the provisions of this Declaration, the Bylaws and reasonable Rules and Regulations adopted by the Board.
 - (b) Except as reserved by Declarant, no advertising signs (except on "For Rent" or "For Sale" sign per unit of not more than 1' x 2' placed only inside the Unit), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property subject to this Declaration.
 - (c) The foregoing provisions of this Section or any other provisions of this Declaration or the Bylaws notwithstanding, Declarant shall have an easement to maintain a sale's office within the condominium.
 - (d) Declarant shall also have an easement to maintain signs on the Common Elements advertising the Condominium until all of the Units have been conveyed to Unit Owners other than a Declarant.

- 4.4 Hazardous Use and Waste. No Unit Owner or Occupant shall permit anything to be done to or kept in his Unit or the Common Elements that will result in the increase in the rate of, or cancellation of insurance maintained with respect to the Condominium, or that would be in violation of any law, or that will result in the commitment of waste (damage, abuse, or destruction) to or in his Unit or the Common Elements.
- 4.5 Alterations of Common Elements. No Unit Owner or Occupant, except Declarant during the Declarant Control Period, shall alter, construct anything upon, or remove anything from, the Common Elements, or paint, decorate, landscape or adorn any portion of the Common Elements, with out the prior written consent of the Board.
- 4.6 Prohibition of Renting for Transient or Hotel Purposes. No Unit Owner shall rent his Unit for transient or hotel purposes, which, for the purposes of this Declaration shall be defined as either a rental for any period less than three (3) months or any rental if the lessee of the Unit is provided customary hotel services. Each permitted lease shall be in writing and shall be subject to this Declaration, the Bylaws, and the Rules and Regulations adopted hereunder and any failure of the lessee to comply with terms of such documents shall be a default under the lease. Other than the foregoing restrictions, each Unit Owner shall have the full right to lease all or any portion of his unit.
- 4.7 Rules and Regulations. In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable rules and regulations not in conflict therewith and supplementary thereto may be promulgated and amended from time to time by the Board or the Association, as more fully provided in the Bylaws.
- 4.8 Storage and Parking of Vehicles. No motor vehicle (other than private passenger vehicles including motorcycles and pick-up and small trucks which shall be currently licensed and inspected) including a commercial vehicle, truck (other than pick-up and small truck), tractor, mobile home or trailer (either with or without wheels), camper, recreational vehicle, camper trailer, boat or other water craft, boat trailer, or any other transportation device of any kind, shall be parked or stored in or upon the Common Elements. Parking of vehicles by Unit Owners shall be restricted to the garage or driveway associated with each Unit.
- 4.9 Exterior and Visible Interior Improvements.
- (a) No awnings, shades, screens, foil, newspapers, bed linen or other non-drapery material or other items shall be attached to, hung or used on the exterior of any window or door of a unit or on the exterior of any building without the prior written consent of the Board of Directors. Outside clothes lines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of the Condominium, nor shall any clothing, rugs, or any other items be hung on any railing or fence enclosing any balcony, porch, patio or deck.

- (b) No Unit owner shall install any electrical or telephone wire, television antenna, air conditioning unit, or other machine anywhere on the Condominium in such a fashion that it is visible anywhere outside of a Unit. Satellite dishes are prohibited unless approved by the Association.

- 4.10 Prohibitions on Use of Common Elements. Except with specific written approval of the Board, the Common Elements, including Limited Common Elements, shall not be used for temporary or permanent storage of supplies, personal property, trash or refuse of any kind, other than in common trash receptacles placed at the discretion of the Board, nor shall such areas be used in any way for the drying or airing of clothing, rugs or other fabrics. Entrances, sidewalks, yards, driveways, parking areas and stairways shall not be obstructed in any way. No activities shall be carried on nor condition maintained by any Unit Owner, either in his Unit or upon Common Elements, if such activities would despoil, or tend to despoil, the appearance of the Property. No "garage", "attic sales" or "yard sales" shall be permitted outside of a Unit. It is expressly acknowledged and agreed by all parties concerned that this section is for the mutual benefit of all Unit Owners of the Property and is necessary for the protection of the Unit Owners and is enforceable by the Board or by any one or more Unit Owners through the board of Directors.
- 4.11 Nuisances. No nuisances shall be allowed upon the Property and no person shall engage in any use, practice or activity upon the Property which is noxious, offensive or a source of annoyance to Unit Owners or their tenants or which reasonably interferes with the peaceful possession and proper use of the Condominium Property by any Unit Owner and/or tenants. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes, shall be located, used or placed on the Property. No exotic animals or animals that create noise complaints or outdoor sanitation issues will be permitted. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate and no fire hazard shall be allowed to exist. Any Unit Owner who shall dump or place (or permit his family, tenants, guest or agent to do so) any trash or debris upon any portion of the Property shall be liable to the Association for the actual cost of removal thereof or the sum of \$100.00, whichever is greater, and the same shall be added to and become a part of the assessment next coming due to which the Unit Owner of his unit is subject. The Association and its Agent have the right to remove any item or items outside a Unit on the Common Elements or hanging from a balcony.
- 4.12 Electronic Receiving Devices. No portion of the Common Elements or other outdoor area within the Condominium shall be used for the installation or display of electronic receiving devices (antennae, satellite dishes, towers, and other devices) unless the device is smaller than 24 inches in diameter or length and is installed on the rear of a Unit beyond the view of any street or front parking area.

- 4.13 Lawful Use. No immoral, improper or unlawful use shall be made of the Condominium Property or any part thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof shall be observed.
- 4.14 Access to Units. The Association and its agent shall have access to each Unit from time to time during reasonable working hours, upon oral or written notice to its Unit Owner or occupant of the Unit, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association and its agents shall also have access to each Unit at all times without notice, as may be necessary to make emergency repairs to prevent damage to Common Elements.

ARTICLE V
Assessments

- 5.1 Assessment Liens. The Board has the power to levy assessments against the Units for Common Expenses. Such assessments, together with interest at the rate of ten percent (10%) per annum, costs and reasonable attorney's fees shall be a lien on the Units against which they are assessed, and if any payment thereof becomes delinquent, the lien may be foreclosed and the Unit sold, or a money judgment obtained against the persons liable therefor, all as set forth in the Bylaws.
- 5.2 Personal Liability of Transferees; Statement; Liability of First Mortgagee.
- (a) The personal obligation for assessments which are delinquent at the time of transfer of a Unit shall not pass to the transferee of said Unit unless said delinquent assessments are expressly assumed by said transferee.
 - (b) Any transferee referred to in (a) above shall be entitled to a statement from the Board, pursuant to Section 6.2 of the Bylaws, and such transferee's Unit shall not be subject to a lien for any unpaid assessments against such Unit in excess of the amount therein set forth.
 - (c) Where a First Mortgagee, or other person claiming through such First Mortgagee, pursuant to the remedies provided in a mortgage or deed of trust, or by foreclosure or by deed, or assignment, in lieu of foreclosure, obtains title to a Unit, the liability of such First Mortgagee or such other person for assessments shall be only for the assessments, or installments thereof, that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a Unit shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption. The lien for assessments shall be subordinate to the lien of the First Mortgagee at all times, and a sale or transfer pursuant to a foreclosure of the deed of trust lien of the First Mortgagee will extinguish all assessments as to the First Mortgagee, or its successors and assigns, which have become due prior to the foreclosure date.

- (d) Without releasing the transferor from any liability therefore, any unpaid portion of assessments which is not a lien under (b) above, or, resulting, as provided in (c) above, from the exercise of remedies in a mortgage or deed of trust, or by foreclosure thereof or by deed, or assignment, in lieu of such foreclosure, shall be a Common Expense collectible from all Unit Owners, including the transferee under (b) above and the First Mortgagee of such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment, in lieu of foreclosure.
- 5.3 Prohibition of Exemption from Liability for Contribution Toward Common Expenses. No Unit Owner may exempt himself from liability for his share of the Common Expenses assessed by the Association by waiver of use or enjoyment of any of the Common Elements or by abandonment of his Unit or otherwise.
- 5.4 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the first Unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. The initial monthly assessment for the first calendar year shall not exceed One Hundred Thirty-Five and No/Dollars (\$135.00) per month with the Board reserving the right to charge a lesser amount for the first year.
- 5.5 Capitalization of Association. Upon acquisition of record title to a Unit, each initial Owner shall contribute to the capital of the Association an amount equal to one-sixth (1/6) of the amount of the annual assessment for that Unit as determined by the Board. This amount shall be paid by the buyer at the closing of the purchase of the Unit and shall be disbursed to the Association.

ARTICLE VI
Management, Maintenance, Repairs,
Replacements, Alterations and Improvements

- 6.1 Common Elements.
- (a) By the Association. The management, replacement, maintenance, repair, alteration, and improvement of the Common Elements shall be the responsibility of the Association, and subject to the provisions of Section 6.2 hereof, the cost thereof shall be a Common Expense to the extent not paid by Unit Owners pursuant to Section 6.1(b) hereof. All damage caused to a Unit by any work on or to the Common Elements done by or for the Association shall be repaired by the Association, and the cost thereof shall be a Common Expense.
- (b) By Unit Owners. Each Unit Owner shall pay all costs to repair and replace all portions of the Common Elements that may become damaged or destroyed by reason by his intentional acts or the intentional acts of any Occupant of his Unit. Such payments shall be made upon demand made by the Association.

6.2 Common Expenses Associated with Limited Common Elements or Benefiting Less Than All Units.

- (a) Any Common Expenses associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit, or in equal shares to the Units, to which such Limited Common Element was allocated at the time the expense was incurred.
- (b) In addition, the Association may assess any Common Expense benefiting less than all of the Units against the Units benefited in proportion to their Common Expense liability.

6.3 Units. Each Unit Owner shall maintain his Unit, and any limited Common Elements appurtenant thereto, at all times in a good and clean condition, and repair and replace, at his expense, all portion of his Unit; shall perform his responsibilities in such manner as not to unreasonably disturb other Occupants; shall promptly report to the Board, or its agents, any defect or need for repairs the responsibility for which is that of the Association; and, to the extent that such expense is not covered by the proceeds of insurance carried by the Association, shall pay all costs to repair and replace any portion of another Unit that has become damaged or destroyed by reason of his own acts or omissions, or the acts or omissions of the any Occupant of his Unit. Such payment shall be made upon demand by the Unit Owner of such other Unit. Nothing herein contained shall modify any waiver by insurance companies of rights of subrogation.

6.4 Waiver of Claims. Except only as provided in Section 6.5(a) and (b), the Association agrees that it shall make no claim against a Unit Owner or Occupant, and each Unit Owner and Occupant agrees that he shall make no claim against the Association, the members of the Board, officers of the Association, or employees or agents of any thereof, or against any manager retained by the Board, or his or its officers, directors, employees or agents, or other Unit Owners or Occupants, for any loss or damage to any of the Property, or to a Unit of personal property therein, even if caused by the omission or neglect of any one or more of such persons and all such claims are hereby waived and released; provided, that this waiver shall not apply to any such loss or damage due to intentional acts.

6.5 Right of Entry.

- (a) By the Association. The Association, and any person authorized by the Association, may enter any Unit or any of the Limited Common Elements in case of any emergency or dangerous conditions or situation originating in or threatening that Unit or any of the Limited Common Elements. The Association, and any person authorized by the Association, after reasonable notice to a Unit Owner or Occupant, may enter that Unit or any of the Limited Common Elements for the purposes of performing any of the Association's powers under the Act, this Declaration or the Bylaws with respect to that or any other Unit, any Limited

Common Elements, or the Common Elements. Notwithstanding Section 6.4, the Association shall be responsible for the repair of any damage caused by the Association or its authorized person to the entered Unit, and the cost thereof shall be a Common Expense. All such entries shall be made and done so as to cause as little inconvenience as possible to the Unit Owner and Occupant of the entered Unit or any portion of the Limited Common Elements allocated to the Unit Owner.

- (b) By Unit Owners. Each Unit Owner and Occupant shall allow other Unit Owners and Occupants, and their representatives, to enter his Unit, or Limited Common Elements allocated to his Unit, when reasonably necessary for the purpose of altering, maintaining, repairing or replacing the Unit, or performing the duties and obligations under the Act, this Declaration or the Bylaws, of the Unit Owner or Occupant making such entry, provided that requests for entry are made in advance and that such entry is at a time convenient to the Unit Owner or Occupant whose Unit or Limited Common Element is to be entered. In case of an emergency or dangerous condition or situation, such right of entry shall be immediate. Notwithstanding Section 6.4, the person making such entry shall be responsible for repair of any damage caused by such person to the entered Unit or Limited Common Element.

ARTICLE VII

Insurance

- 7.1 Casualty Insurance. The Association shall maintain fire and casualty insurance upon the Property in the name of, and the proceeds thereof shall be payable to, the Association as trustee for all Unit Owners and First Mortgagees as their interest may appear, and be disbursed pursuant to the Act. Such insurance shall be in an amount equal to not less than one hundred percent (100%) of the full insurable value of the Property on a replacement cost basis exclusive of land, excavations, foundations and other items normally excluded from property policies, and shall insure against such risks and contain such provisions as the Board from time to time shall determine, but at a minimum shall conform in all respects to the requirements of the Act, and shall provide that, notwithstanding any provision thereof that gives the insurer an election to restore damage in lieu of making a cash settlement, such option shall not be exercisable if such restoration is prohibited pursuant to Section 82.111 of the Act. The Association shall obtain a Special Condominium Endorsement to its fire and casualty policy.
- 7.2 Public Liability Insurance. The Association shall maintain public liability insurance for the benefit of the Unit Owners, Occupants, the Association, the Board, the managing agent, if any, the Declarant, and their respective officers, directors, agents and employees, in such amounts and with such coverage as shall be determined by the Board; provided that the public liability insurance shall be for at least One Million Dollars (\$1,000,000.00) per occurrence for death, bodily injury and property damage. Said insurance shall comply in all respects with the requirement of the Act and shall contain a severability-of-interest endorsement precluding the insurer from denying liability because of negligent

acts of any insured; insure all of such benefited parties against such liability arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the streets, sidewalks and public spaces adjoining the Condominium; and insure the Association, the Board, the managing agent, if any, and their respective officers, directors, agents and employees against such liability arising out of or in connection with the use or maintenance of the Units and liability arising out of lawsuits related to employment contracts of the Association.

- 7.3 Fidelity Coverage. If available at reasonable cost, fidelity coverage shall be maintained by the Association in commercial blanket form covering each director and officer of the Association, any employee or agent of the Association and any other person handling or responsible for handling funds of the Association in the face amount of at least the greater of (i) one and one-half (1 1/2) times the estimated annual operating expenses and reserves of the Association, or (ii) the sum of three months' aggregate assessments on all Units plus the Association's reserve funds. Such bonds shall contain an appropriate endorsement to cover persons who serve without compensation. The premium on such bonds shall be a Common Expense, except in those instances where a management agent has been hired by the Association to handle such funds on the Association's behalf.
- 7.4 Insurance Unavailable. If the insurance described in Sections 7.2 or 7.3 is not reasonably available, the Association shall promptly cause notice of such fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners.
- 7.5 Other Insurance. The Association may procure such other insurance, including worker's compensation insurance, as it may from time to time deem appropriate to protect the Association or the Unit Owners. If at least one Unit is subject to mortgage financing, the Association shall obtain and keep in force such insurance as such mortgagee shall reasonably require from time to time.
- 7.6 Insurance Trustee. The Board may engage, and pay as a Common Expense, any appropriate person to act as an insurance trustee to receive and disburse insurance proceeds upon such terms as the Board shall determine, consistent with the provisions of the Act and this Declaration.
- 7.7 Individual Policy for Unit Owners. Each Unit Owner may obtain insurance, at his own expense, affording personal property, additional living expense, condominium assessment, personal liability, and any other coverage obtainable, to the extent and in the amounts such Unit Owner deems necessary to protect his own interest; provided that any such insurance shall contain waivers pursuant to Section 6.4 and shall provide that it is without contribution as against the insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds that would otherwise be payable on the insurance purchased by the Association due to the proration of the insurance purchased by a Unit Owner under this Section, such Unit Owner shall be liable to the Association to the extent of such reduction and shall pay the assigns the proceeds of his insurance, to the extent of such reduction, to the Association.

- 7.8 General Provisions. All policies required as provided herein shall be with carriers licensed to do business in the State of Texas. All policies must provide that they may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association and to the holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies. Certificates of coverage shall be issued to Unit Owners and mortgagees upon request.

ARTICLE VIII
Casualty Damage

If all or any part of the Property shall be damaged or destroyed, the same shall be repaired or replaced substantially in accordance with the original plans and specifications unless: (1) the Condominium is terminated, (2) repair or replacement would be illegal under any State or local health or safety statute or ordinance, or (3) the Unit Owners elect not to rebuild or replace by an eighty percent (80%) vote, including one hundred percent (100%) approval of owners of Units not to be rebuilt or owners assigned to Limited Common Elements not to be rebuilt. All proceeds of insurance shall be used and applied in accordance with the provisions of Section 82.111 of the Act.

ARTICLE IX
Condemnation

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the Property, the awards paid on account thereof shall be applied in accordance with Section 82.007 of the Act and Section 9.2 of the Bylaws.

ARTICLE X
Termination

The Condominium may be terminated only in strict compliance with Section 82.068 of the Act and Section 9.4 of the Bylaws.

ARTICLE XI
Amendment

This Declaration may be amended only in strict compliance with 82.007, 82.051(C), 82.056 (D), 82.058(B) and (C), 82.059(F), 82.062, 82.063, 82.063 (B), 82.067, and 82.068(B) of the Act except that no amendment altering or impairing Special Declarant Rights may be made without the written consent of Declarant.

In the event the Declarant has arranged for and provided purchasers of Units with VA and/or FHA insured mortgage loans, then as long as Declarant owns twenty-five percent (25%) of the Units of the Condominium, the prior written approval of the Federal Housing

Administration and/or the Veterans Administration will be required for an amendment of the Declaration or merger or consolidation with another condominium.

ARTICLE XII
Rights of First Mortgagees;
FNMA and FHLMC Provisions

The following provisions shall take precedence over all other provisions of this Declaration and Bylaws:

- 12.1 Amendments During Declarant Control Period. Any amendments to this Declaration or to the Bylaws during the Declarant Control Period shall be subject to the prior approval of all First Mortgagees, provided, however, that, if any First Mortgagee fails to respond to a written request for approval within thirty (30) days of said request, approval shall be deemed to have been given by such First Mortgagee.
- 12.2 Availability of Condominium Documents, Books, Records and Financial Statements. The Association shall, upon request and during normal business hours, make available for inspection by Unit Owners and the First Mortgagees and the insurers and guarantors of a First Mortgage on any Unit, current copies of the Declaration, the Bylaws, other rules and regulations governing the Condominium and the books, records and financial statements of the Association. The Association shall provide an audited financial statement for the preceding fiscal year if requested in writing by a First Mortgagee or insurer or guarantor of a First Mortgage. The Association shall, upon request and during normal business hours, make available for inspection by prospective purchasers of Units, current copies of the Declaration, Bylaws, the Rules and Regulations governing the Condominium, and the most recent annual financial statement.
- 12.3 Successor's Personal Obligation for Delinquent Assessments. The personal obligations of unit owners and their transferees, is as stated in Article V hereof.
- 12.4 Rights of Action. The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners and any aggrieved Unit Owner shall have a right of action against the Association for failure to comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations, and decisions of the Association made pursuant to authority granted to the Association in this Declaration and the Bylaws.
- 12.5 Management and Other Agreements. Any management agreement between the Declarant or the Association and a professional manager or any other agreement providing for services of the manager or Declarant shall be terminable by either party thereto without cause and without payment of a termination fee upon thirty (30) days' prior written notice and shall not exceed a term of one (1) year, subject to renewal by the consent of both parties.

- 12.6 Right of First Refusal. The right of a Unit Owner to sell, transfer, mortgage or otherwise convey his interest in his Unit shall not be subject to any right of first refusal.
- 12.7 Consent of First Mortgagees. This Section 12.7 shall be effective only if, at the time this Section would apply, at least one Unit is subject to mortgage financing.

Any decision to terminate the Condominium for reasons other than substantial destruction or condemnation of the property shall require the prior written consent of Eligible Mortgage Holders, as defined in Section 12.9 hereof, representing at least 67% of the votes allocated to Units subject to First Mortgages held by Eligible Mortgage Holders, or such greater requirements specified by the Act.

Any amendment to the Declaration or Bylaws which materially changes any of the following shall require the prior written consent of Unit Owners holding at least 67% of the total votes in the Association and of Eligible Mortgage Holders representing at least 51% of the votes allocated to Units subject to First Mortgages held by Eligible Mortgage Holders, or such greater requirements specified by the Act or hereunder:

- (a) voting rights, including the number of votes per unit;
- (b) assessments, assessment liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common Elements or Limited Common Elements or rights to their use;
- (f) boundaries of any Unit;
- (g) convertibility of Units into Common Elements or Common Elements into Units;
- (h) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance requirements or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on a Unit Owner's right to sell, transfer or otherwise convey his Unit;
- (l) a decision by the Association to establish self-management when professional management had been required previously by any Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium (after damage or destruction or partial condemnation) in a manner other than that specified in this Declaration or the Bylaws;
- (n) any action to terminate the legal status of the Condominium after substantial damage, destruction, condemnation or otherwise; or
- (o) any provisions that expressly benefit First Mortgagees or insurers or guarantors of First Mortgages;
- (p) rights to use of the Common Elements.

An addition or amendment to the Declaration or Bylaws shall not be considered material if it is for the purpose of correcting technical or typographical errors, or for clarification only.

12.8 Consent of First Mortgagees or Unit Owners. This Section 12.8 shall be effective only if, at the time this Section would apply, at least one Unit is subject to mortgage financing.

Unless First Mortgagees holding at least 66 2/3% of the votes allocated to First Mortgagees (except higher percentages as are required by law), and Unit Owners (other than a Declarant) holding at least 66 2/3% of the total votes in the Association have given their prior written approval, or such greater requirements specified in the Act or hereunder have been satisfied, the Association shall not be entitled to:

- (a) by act or omission, seek or abandon or terminate the Condominium;
- (b) change the pro-rata interest or obligations of any Unit for the purpose of:
 - (i) Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - (ii) determining the pro-rata share of ownership of each Unit in the Common Elements; or
 - (iii) as a result of partial destruction or condemnation.
- (c) partition or subdivide any Unit;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.);
- (e) use hazard insurance proceeds for losses to any part of the Condominium (whether to Units or to Common Elements) for other than repair, replacement, or reconstruction thereof subject to Article VIII and Section 7.1 of Article VII hereof.

12.9 Notice. Each first Mortgagee and each insurer or guarantor of a First Mortgage, upon written request stating its name and address and describing the Unit encumbered by the First Mortgage, held, insured or guaranteed, shall be entitled to timely written notification by the Association of (i) any proposed action which requires consent of a specified percentage of First Mortgagees; (ii) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its First Mortgagee; (iii) any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of the Unit on which the First Mortgagee held its First Mortgage or in the performance of any obligation under this Declaration or the Bylaws by said Unit Owner; or (iv) any

lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association. Each First Mortgagee who has requested the Association to notify it of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders shall be considered an "Eligible Mortgage Holder." With respect only to non-material amendments (which excludes items (a) to (o) of Section 12.7), such as for the correction of technical errors or for clarification, any First Mortgagee who receives a written request by the Association, or any Unit Owner, to approve an addition or amendment to the Declaration or Bylaws who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have approved such request.

12.10 Assessments. Assessments shall be due and payable in monthly installments. As provided in Article VI of the Bylaws and as legally required by Section 82.112 of the Act, Declarant shall pay all accrued expenses of the Condominium until assessments are levied against the Units. An assessment shall be deemed levied against a Unit upon the giving of notice by the Board to a member of the Association who is a Unit Owner of that Unit. Unit Owners shall have no obligation to pay monthly assessments until an assessment is levied.

12.11 Rights of First Mortgagee: Insurance Proceeds or Condemnation Awards. No provision of this Declaration or the Bylaws shall be deemed to give a Unit Owner or any other party, priority over any rights of a First Mortgagee pursuant to its First Mortgage on said Unit Owner's Unit, in the case of a distribution to said Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE XIII General Provisions

13.1 Conflict With the Act: Severability. Should any of the terms, conditions, provisions, paragraphs, or clauses of this Declaration conflict with any provisions of the Act, the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control.

13.2 Interpretation of Declaration. Whenever appropriate singular may be read as plural, plural may be read as singular, and the masculine gender may be read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely to the part in which they appear.

13.3 Captions. The captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.

13.4 Exhibits. Exhibits "A", "B", "C", "D", "E" and "F" attached hereto are hereby made a part hereof.

- 13.5 Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity or enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.
- 13.6 Waiver. No provision of this Declaration 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.
- 13.7 Law Controlling. This Declaration shall be construed and controlled by and under the laws of the State of Texas.

IN WITNESS WHEREOF, Declarant hereby executes this Declaration by and through its authorized representatives on the day and year first above written.

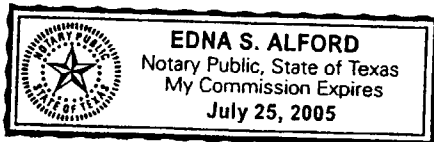
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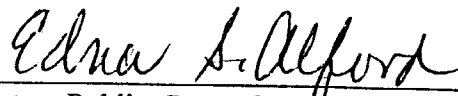
STYLECRAFT BUILDERS, INC.

By: 
Randy French, President

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 28th day of May, 2003, by Randy French, President of Stylecraft Builders, Inc., a Texas corporation, on behalf of said corporation.




Notary Public, State of Texas

EXHIBITS TO BE ATTACHED TO DECLARATION

Exhibit "A".....Property
Exhibit "B".....Percent Interest Chart
Exhibit "C".....Encumbrances
Exhibit "D".....Articles of Incorporation
Exhibit "E".....Bylaws
Exhibit "F".....Unit Description

EXHIBIT "A"

DECLARATION OF VILLAS AT WESTWOOD CONDOMINIUM

PROPERTY. PLAT AND PLANS

Lot FIVE (5), Block FIFTEEN (15), SHIREWOOD, PHASE III, an addition to the City of Bryan, Brazos County, Texas, according to the Plat recorded in Volume 648, Page 245, Deed Records of Brazos County, Texas.

EXHIBIT "B"

PERCENTAGE INTEREST CHART

<u>Unit Designation</u>	<u>Percentage Ownership</u>
Unit A-1	.05%
Unit A-2	.05%
Unit A-3	.05%
Unit A-4	.05%
Unit A-5	.05%
Unit A-6	.05%
Unit A-7	.05%
Unit A-8	.05%
Unit A-9	.05%
Unit A-10	.05%
Unit B-1	.05%
Unit B-2	.05%
Unit B-3	.05%
Unit B-4	.05%
Unit B-5	.05%
Unit B-6	.05%
Unit B-7	.05%
Unit B-8	.05%
Unit B-9	.05%
Unit B-10	.05%

EXHIBIT "C"

VILLAS AT WESTWOOD CONDOMINIUM

ENCUMBRANCES

Restrictive covenants recorded in Volume 648, page 245, Volume 839, page 513, and as amended in Volume 908, Page 397, all of the Official Records of Brazos County, Texas.

Twenty (20) foot building line along the westerly lot line; twenty (20) foot utility easement along the northerly (rear) lot line; sixty (60) foot electrical easement and a ten (10) foot drainage easement along the east lot line; five (5) foot side and rear setback lines; special note regarding storm water management, all as shown or noted on the Plat recorded in Volume 648, Page 245, Official Records of Brazos County, Texas.

Easement granted to Sinclair Refining Co. (now ARCO) by Mary Beckwith et vir as set out in instrument dated April 26, 1947, recorded in Volume 132, Page 35, Deed Records of Brazos County, Texas, and as partially released and defined by instrument dated May 16, 1983, recorded in Volume 580, Page 12, Deed Records of Brazos County, Texas.

Easement for electrical transmission lines as shown in instrument from Mary Knowles Beckwith to City of Bryan, dated January 17, 1950 and recorded in Volume 141, Page 493, Deed Records of Brazos County, Texas.

Easement for electrical transmission lines as shown in instrument from Rellie R. Knowles to City of Bryan, dated November 22, 1961, recorded in Volume 215, Page 579, Deed Records of Brazos County, Texas.

Easement for electrical transmission lines as shown in instrument from Mary Knowles Beckwith to City of Bryan, dated November 22, 1961, recorded in Volume 215, Page 591, Deed Records of Brazos County, Texas.

Easement for guy wires and anchors for electrical transmission lines as shown in instrument from Mary Knowles Beckwith to City of Bryan, dated May 21, 1963, recorded in Volume 229, Page 71, Deed Records of Brazos County, Texas.

Royalty interest in the oil, gas and other minerals in and under the Property reserved in deed from R. R. Knowles to R. I. Bernath, et al dated September 20, 1972, recorded in Volume 308, Page 150, Deed Records of Brazos County, Texas.

Conveyance of mineral interest from Braver Corp. to W. Tyler Moore, Jr., as set forth in instrument dated November 3, 1980, recorded in Volume 468, Page 467, Deed Records of Brazos County, Texas.

Conveyance of mineral interest from W. Tyler Moore, Trustee to William G. Adkins, Trustee, as set forth in instrument dated April 29, 1982, recorded in Volume 520, Page 121, Deed Records of Brazos County, Texas.

Memorandum of Lease dated February 9, 1983, executed by William G. Adkins, Trustee to MCZ, Inc. recorded in Volume 560, Page 669, Deed Records of Brazos County, Texas.

Trust Termination Agreement amongst the trust subscribers as noted in instrument dated December 28, 1989, recorded in Volume 1160, Page 228, Official Records of Brazos County, Texas.

Mineral Reservation as set out in Deed dated March 29, 1983 from Ramiro A. Galindo to Shirewood Partnership, recorded in Volume 568, Page 358, Deed Records of Brazos County, Texas.

Waiver of Surface Use by MCZ, Inc. to Ramiro A. Galindo, Trustee in instrument dated February 7, 1983, recorded in Volume 561, Page 512, Deed Records, Brazos County, Texas.

Waiver of Surface Use by William G. Adkins to Timothy J. Connelly, Trustee in instrument dated November 20, 1985, recorded in Volume 842, Page 528, Official Records, Brazos County, Texas.

Vendor's Lien retained in deed dated August 12, 2002, recorded in Volume 4814, Page 215, Official Records of Brazos County, Texas, from McHayden Dillard and wife, Barbara Dillard to Stylecraft Builders, Inc., a Texas corporation, for the benefit of McHayden Dillard and wife, Barbara Dillard, as therein provided and all of the terms, provisions and conditions of said instrument.

Deed of Trust dated April 12, 2002, recorded in Volume 4814, Page 219, Official Records of Brazos County, Texas, executed by Stylecraft Builders, Inc., a Texas corporation, to William S. Thornton, Trustee, for the benefit of McHayden Dillard and wife, Barbara Dillard, as therein provided, and all the terms, provisions and conditions of said instrument.

EXHIBIT "D"

DECLARATION OF VILLAS AT WESTWOOD CONDOMINIUM

ARTICLES OF INCORPORATION

VILLAS AT WESTWOOD CONDOMINIUM OWNERS
ASSOCIATION, INC., A Texas Nonprofit Corporation

I, the undersigned natural person over the age of eighteen years, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

CONDOMINIUM ASSOCIATION

The corporation shall be, mean, and constitute the unit owners' association, organized pursuant to Section 82.101, Texas Uniform Condominium Act, which is defined as the "Association" in the "DECLARATION OF VILLAS AT WESTWOOD CONDOMINIUM" recorded or to be recorded the Official Records of Brazos County, Texas, as amended from time to time (the "Declaration"), with respect to certain real property located in the City of Bryan, Brazos County, Texas, and described in the declaration.

ARTICLE 2
NAME

The name of the Association is VILLAS AT WESTWOOD CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE 3
NONPROFIT

The Association is a nonprofit corporation, organized pursuant to the Texas Non-Profit Corporation Act.

ARTICLE 4
DURATION

The duration of the Association shall be perpetual.

ARTICLE 5
PURPOSES

The general purposes for which the Association is formed are to exercise the rights and powers and to perform the duties and obligations of the Association, in accordance with the declaration, the bylaws of the Association, and State law, including the Uniform Condominium Act, as each may be amended from time to time.