

DECLARATION AND MASTER DEED

RICHARDSON LIFESTYLE

This Declaration and Master Deed is made and executed this 12th day of October, 1972 by RICHARDSON TOWNHOME CORPORATION, a Texas Corporation (hereinafter referred to as the "Developer"), pursuant to the provisions of the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes (hereinafter referred to as the "Act") for the purpose of submitting the hereinafter described real property and the improvements located thereon to a condominium regime.

WITNESSETH:

WHEREAS, the Developer is the owner of a certain real property locally known as "Richardson Lifestyle" consisting of approximately 10.2 acres of land with forty-three (43) residential buildings containing a total of one hundred seventy-eight (178) apartment units therein, one (1) utility building and certain other improvements located thereon (such real property and the improvements located thereon being hereinafter sometimes, referred to as "Richardson Lifestyle"), the metes and bounds of which is more particularly described in the "Field Notes" on page 1 of Exhibit B attached hereto and made a part hereof for all purposes.

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

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

1. Certain terms as used in this Declaration and Master Deed and attached Exhibits shall be defined as follows:
 - a. "Apartment-Home" means an enclosed space consisting of one or more rooms occupying all or part of a floor in a building of the Condominium Project having direct access to a thoroughfare, including any patio which is a part thereof, as such space may be described and delimited in Exhibit B attached hereto.
 - b. "Condominium" means the separate ownership of Apartment-Homes, together with an undivided ownership of an interest in the limited and general common elements as set forth and defined herein.

- c. "Condominium Project" means Richardson Lifestyle as a condominium project established in conformance with the provisions of the Act.
 - d. "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Apartment-Home in the Condominium Project.
 - e. "Council of Co-Owners" shall mean the non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act of which all Co-Owners shall be members, which corporation shall administer the operation and management of Richardson Lifestyle as a Condominium Project.
 - f. "Common Elements" shall mean both the general and limited common elements as described in paragraph 3 hereof.
 - g. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference herein is made to the singular, the same shall include a reference to the plural where the same would be appropriate.
2. The major improvements of the Condominium Project consist of forty-three (43) residential buildings, containing a ground floor and one (1) upper floor, one (1) utility building and a swimming pool. The Condominium Project and foregoing improvements are described by address, apartment number, boundary, dimension and area to the condominium subdivision plan attached as Exhibit B hereto. The residential buildings contain the letter and address of the individual Apartment-Homes set forth in paragraph 4 hereof, all of which are to be used for residential purposes, and each Apartment-Home described therein has its own entrance from the exit to a thoroughfare. Each Co-Owner in the Condominium Project shall have an exclusive right to his Apartment-Home and shall have undivided and inseparable rights to share with other Co-Owners the limited and general common elements of the Condominium Project designated herein.
 3. The general and limited common elements of the Condominium Project are as follows:
 - a. The general common elements are:
 - i. The land in the Condominium Project, as described in Exhibit B hereto;
 - ii. The foundations, bearing walls and columns (including any windows, doors and chimneys, therein), roofs, ceilings and floors, halls, lobbies, or thoroughfares such as stairways, entrances, exits or communication ways of the buildings located on the land described above;
 - iii. The compartments or installations of central services such as central air-conditioning and heating, power, light, electricity, telephone, gas, cold and hot water, plumbing reservoirs, water tanks and pumps, incinerators and the like, and all similar devices and installations existing for common use;
 - iv. The premises and facilities, if any, used for the maintenance or repair of the Condominium Project;

- v. All common recreational facilities such as the swimming pool and the grounds, yards and walkways;
 - vi. The utility building described on Exhibit B hereto; and
 - vii. All other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Project.
- b. The limited common elements, being those common elements reserved for the use of specified Apartment-Homes to the exclusion of others consist of the parking spaces designated with both the address and a letter corresponding to an Apartment-Home address and letter as set forth in the condominium subdivision plan attached hereto as Exhibit B and such parking spaces shall be limited elements appurtenant to such Apartment-Home. Other common elements may be designated limited common elements by vote of a majority of the Co-Owners at a later date.

The cost of maintenance, repair and replacement of both general and limited common elements shall be an expense of administration of the Condominium Project to be assessed in accordance with the bylaws attached hereto as Exhibit A.

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

Public utilities furnishing services for common use such as water, electricity, gas and telephone to the Condominium Project shall have access to the general and limited common elements and the Apartment-Homes as may be necessary for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium Project to install, repair or maintain such services shall be an expense of the administration of the Condominium Project to be assessed in accordance with the bylaws attached hereto as Exhibit A. Subject to Section 8 of the Act – the common elements both general and limited shall remain undivided. No owner of any Apartment-Home or any other person shall bring any action for partition or division thereof.

There shall be permanent easements to, through and over those portions of Richardson Lifestyle as may be reasonably necessary for the installation, maintenance and repair of all public utilities, the general common elements and the limited common elements which easements shall run to and be administered by the Council of Co-Owners. More particularly, each Apartment-Home shall be subject to an easement to the Council of Co-Owners to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind and other general and limited common elements located within or accessible only from any particular condominium unit. Any parking space designated as a limited common element and reserved for exclusive use as a limited common element and reserved for exclusive use by the owner of a particular Apartment-Home shall be subject to an assessment to the Co-Owners of all of the other Apartment-Homes for pedestrian ingress and egress to and from buildings.

4. In the condominium subdivision plan attached hereto as Exhibit B there are forty-three (43) residential buildings in the Condominium Project with addresses as more fully set forth therein, and the Apartment-Home located therein are designated alphabetically. In determining dimensions and area each enclosed space in an Apartment-Home shall be measured from interior finished, unpainted surfaces of the bearing walls.

The Percentage of value assigned to each Apartment-Home in the Condominium Project is set forth below and shall be determinative of the proportionate share of each respective Co-Owner in the proceeds and expenses of administration and the value of such Co-Owner's vote at meetings of the council of Co-Owners. The percentage of value herein established for any Apartment-Home and shall not fix the market value of the Apartment-Home and shall not prevent the owner of any Apartment Home including the Developer from establishing a different market value to such Apartment-Home. The total value of the Condominium Project is 100%.

Set forth below are:

- a. Each Apartment-Home number as it appears on the condominium subdivision plan attached hereto as Exhibit B; and
- b. The percentage of value assigned to each such Apartment-Home.

Apartment-Home Numbers	Percentage of Value Assigned
122, 124, 134, 136, 150, 152, 204, 206, 239, 241, 2105, 2107, 2121, 2123, 2133, 2135, 2149, 2151, 2305, 2307, 2321, 2323, 2333, 2335, 2336, 2338, 2349, 2351	0.502% Each
237, 243, 2103, 2109, 2119, 2125, 2131, 2137, 2147, 2153, 2303, 2309, 2319, 2325, 2331, 2334, 2337, 2340, 2347, 2353	0.495% Each
2101, 2111, 2117, 2127, 2129, 2139, 2145, 2155, 2301, 2311, 2317, 2327, 2329, 2332, 2339, 2345, 2355, 235, 245	0.525% Each
102, 104, 105, 107, 110, 112, 121, 123, 133, 135, 149, 151, 205, 207, 218, 219, 220, 221, 227, 229, 2141, 2143, 2242, 2244, 2248, 2250, 2254, 2256, 2302, 2304, 2308, 2310, 2313, 2314, 2315, 2316, 2322, 2324, 2328, 2330, 2341, 2343	0.594% Each
100, 101, 103, 106, 108, 109, 111, 113, 114, 115, 116, 117, 118, 119, 120, 125, 126, 127, 128, 129, 130, 131, 132, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 153, 154, 155, 156, 200, 201, 202, 203, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 222, 223, 225, 231, 2113, 2115, 2240, 2246, 2252, 2258, 2300, 2306, 2312, 2318, 2320, 2326	0.596% Each

5. So long as the Developer owns one or more Apartment-Homes in the Condominium Project, the Developer shall be subject to the provisions of the Master Deed and Exhibits A and B attached hereto.
6. If the Condominium Project is totally or partially damaged or destroyed or totally or partially taken by eminent domain, the repair, reconstruction or disposition thereof shall be as provided by the bylaws attached hereto as Exhibit A.
7. In the event any portion of an Apartment-Home or a general or limited common element changes boundaries and thereby encroaches upon another Apartment-Home or such common elements due to the shifting, settling or moving of a building or buildings in the Condominium Project, such changed boundaries shall be deemed to constitute the boundaries of the Apartment-Homes and the general or limited common areas so affected in accordance with Section 9 of the Act.
8. The regime established for the Condominium Project hereby shall not be vacated, waived or revoked or any of the provisions herein amended unless all of the Co-Owners and the mortgagees of all the mortgages covering the Apartment-Homes unanimously agree to such termination, revocation, or amendment by duly approved and recorded instruments; PROVIDED, however, that prior to the first annual meeting of the members of council of Co-Owners, the Developer may, with the written consent of any institutional mortgagee of any Apartment-Home in the Condominium Project, (but without the consent of any Co-Owner) amend this Declaration and Master Deed, the bylaws attached hereto as Exhibit A and the condominium subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents, and FURTHER PROVIDED the Developer may change the percentages allocated to and the dimensions of the Apartment-Homes owned by the Developer by an amendment to this Declaration and Master Deed duly executed and recorded by the Developer only, provided such changes do not affect the percentages allocated to the other Apartment-Homes in the Condominium Project which are not owned by the Developer.
9. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a Condominium Project. Enforcement of this Declaration and Master Deed shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Apartment-Home to enforce any lien created hereby; and the failure or forbearance by the Council of Co-Owners or the owner of any Apartment-Home to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
10. In validation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

RICHARDSON TOWNHOME CORPORATION

STATE OF TEXAS I

COUNTY OF DALLAS I

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that, on October 12, 1972, personally appeared before me Martin Chinitz, who being by me first duly sworn, declared he is the President of RICHARDSON TOWNHOME CORPORATION, that he is the person who signed the forgoing document, that he signed the same in the capacities, therein stated, and that all matters stated therein are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the 12th day of October, 1972.

Notary Public, in and for
Dallas County, Texas