#3022
9/25/81
$85 1

VOL 1 PAGE 69

152022

FILED
HAYS COUNTY, TEXAS

'81 SEP 25 AM 10 49

CONDOMINIUM DECLARATION

FOR

PECAN CREEK CONDOMINIUMS

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT, WHEREAS, McDONALD-RUTLEDGE INVESTMENTS, INC., a Texas corporation, having its principal office at 217 Moore Street, San Marcos, Texas, hereinafter called "Declarant", is the Owner of certain real property situated in the County of Hays, State of Texas, being described more fully on Exhibit "A", which by this reference is made a part hereof; and

WHEREAS, Declarant desires to establish a Condominium Regime under the Condominium Act of the State of Texas, Article 1301a, Revised Civil Statutes of Texas, herein called the "Act"; and

WHEREAS, Declarant has prepared plans for the construction of a cluster of three (3) multifamily buildings and other improvements appurtenant thereto on the property described in said Exhibit "A", which when completed shall consist of fourteen (14) separately designated condominium units and which will be known as PECAN CREEK CONDOMINIUMS; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the units, herein called the "Condominium Regime", in the three (3) buildings and the co-ownership by the individual and separate Unit owners thereof, as tenants-in-common, of all of the remaining property, which includes both Limited Common Elements and General Common Elements, as hereinafter defined in Paragraph 1.1 hereof, and which are hereinafter collectively referred to as the "Common Elements" or "Common Areas".

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A", and all improvements thereon, to the provisions of the Act and the Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and to any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

DEFINITIONS AND TERMS

1.1 DEFINITIONS OF TERMS. As used in this agreement, the following terms shall have the following meanings unless the context shall expressly provide otherwise;

(a) "Declaration" shall mean this Condominium Declaration instrument.

(b) "Unit" shall mean the elements of an individual Condominium Unit which are not owned in common with the Owners of the other condominiums in the Project as shown on the Maps, which are exhibits attached hereto, and each Unit shall include the air space assigned thereto. The boundaries of each such Unit space shall be and are the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames and trim and the exterior surfaces of balconies and terraces, and the space includes both the portions of the building so described and the air space so encompassed, excepting the Common Elements. In interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries regardless of settling, rising or lateral movement of the building and regardless of variances between boundaries shown on the plat and those of the building. The individual ownership of each apartment space herein defined shall further include the interior construction, partitions, appliances, fixtures and improvements which are intended to exclusively serve such Unit space, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of or otherwise treated without affecting any other Unit space or the ownership, use or enjoyment thereof. None of the land in this Project on which any Unit space or porch space is located shall be separately owned, as all land in this Project shall constitute part of the "Common Elements" of the property as herein defined, and shall be owned in common by the Owners of the Units in this Condominium Project. It is intended that the term "Unit", as used in this Declaration, shall have the same meaning as the term "Apartment" as used in the Act.

(c) "Condominium Unit" shall mean an individual Apartment Unit together with the interest in the Common Elements (General or Limited) appurtenant to such Unit.

(d) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, of Record, title to one or more Condominium Units.

(e) "Common Elements" means all of the Property except for the Units, and, without limiting the generality of the foregoing, shall include those items defined as "General Common Elements" in the Act, including the following:

(1) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways and entrances and exits of communicationways;

(2) All basements, flat roofs, yards and gardens, except as otherwise herein provided or stipulated;

(3) All premises for the lodging of janitors or persons in charge of the Buildings, except as otherwise herein provided or stipulated;

(4) All compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating reservoirs, water tanks and pumps, swimming pools and the like;

(5) All elevators and shafts, garbage incinerators and, in general, all devices or installations existing for common use; and

(6) All other elements of the Buildings desirably or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Regime established by this Declaration.

(f) "Limited Common Elements" means all Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board. Limited Common Elements shall include, but shall not be limited to:

(1) Parking Spaces designated as an appurtenance to a Unit;

(2) Separate Storage Area designated as an appurtenance to a Unit;

(3) Balconies or patios serving exclusively a single Unit or one or more adjoining Units; and

(4) "Air handlers", pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways and all associated fixtures and structures therein, as lie outside the Unit boundaries.

(g) "Premises" or "Property" means and includes the land, the buildings, all improvements and structures thereon and all rights, easements and appurtenances belonging thereto.

(h) "Common Expenses" means and includes:

(1) All sums lawfully assessed against the Common Elements by the Managing Agent or Board;

(2) All expenses of administration and management, maintenance, operation, repair or replacement of an addition to the Common Elements (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments);

(3) Expenses agreed upon as Common Expenses by the Unit Owners; and

(4) Expenses declared to be Common Expenses by this Declaration or by the By-Laws.

(i) "Common Assessment" means the charge against each Unit Owner and his Unit, representing a portion of the total costs to the

Association of maintaining, improving, repairing, replacing, managing and operating the Property, which are to be paid uniformly and equally by each Unit Owner of the Association, as provided herein.

(j) "Special Assessment" means a charge against a Unit Owner and his Unit, directly attributable to the Unit Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

(k) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(l) "Condominium Owners Association" or "Association" means PECAN CREEK HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, the By-Laws of which shall govern the administration of this Condominium Property and the membership of which shall be composed of all the Owners of the Condominium Units according to such by-laws.

(m) "Plat", "Survey Map", "Map" or "Plans" mean or include the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of, or all of, the improvements, same being herewith filed, consisting of One (1) sheets labeled, Exhibit "B" and incorporated herein.

(n) "Construction Period" means that period of time during which Declarant is developing the premises and selling the Condominium Units, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Condominium Units.

(o) "Completed Unit" means a completely finished Unit, including, but not limited to, the installation of all appliances and utilities, rendering it ready for occupancy by an Owner other than the Declarant.

(p) "Majority of Unit Owners" means those Owners with fifty-one percent (51%) of the votes entitled to be cast.

ARTICLE II

CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS

2.1 RECORDATION OF PLAT. The Plat shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such Plat consists of and sets forth:

(a) The legal description of the surface of the land;

(b) The linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements constructed, or to be constructed on said land by Declarant;

(c) Floor plans and elevation plans of the buildings built, or to be built, thereon showing the location, the building designation, the Unit designation and the linear dimensions of each Unit; and

(d) The elevations of the interior surfaces of the floors and ceilings.

2.2 DESIGNATION OF UNITS. The Property is hereby divided into three (3) separately designated buildings consisting of fourteen (14) separately designated Units, each identified by number and by building symbol or designation on the Map. The remaining portion of the Premises, referred to as the Common Elements, shall be owned in common by the Owners. The Owners of each Unit shall own an undivided interest in said Common Elements, the percentage thereof for each Unit being as shown on the attached Exhibit "C".

2.3 LIMITED COMMON ELEMENTS. A portion of the Common Elements is set aside and reserved for the exclusive use of the individual Owners, such areas being Limited Common Elements. The Limited Common Elements reserved for the exclusive use of the individual Owners are two automobile parking spaces per Unit, balcony areas, patio spaces and separate storage area, which are shown on the Plat. Such spaces are allocated and assigned by the Declarant to the respective Condominium Units as indicated on Exhibit "D", the patio or balcony, if any, assigned to each Unit being designated by the Unit number preceded by the prefix "P", and in like manner the parking spaces assigned to each Unit being designated by the Unit number preceded by the prefix "PS". Such Limited Common Elements shall be used in connection with the particular Unit, to the exclusion of the use thereof by the other Owners except by invitation.

2.4 REGULATION OF COMMON AREAS. Portions of the Common Areas are intended as recreation areas, and may be improved with an office, swimming pool, and/or other facilities. Reasonable regulations governing the use of such facilities by Owners and by their guests and invitees shall be promulgated by the Declarant, or by the Board of Directors of the Association after the same has been elected. Such regulation shall be permanently posted at the office and/or elsewhere in said recreational areas, and all Owners shall be furnished with a copy thereof. Each Owner shall be required to strictly comply with said Rules and Regulations, and shall be responsible to the Association for the compliance therewith by the members of their respective families, relatives, guests or invitees, both minor and adult.

2.5 INSEPARABLE UNITS. Each Unit and its corresponding pro rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased or encumbered separately, and shall at all times, remain indivisible.

2.6 DESCRIPTIONS. Every deed, lease, mortgage, trust deed or other instrument may legally describe a Condominium Unit by its identifying Building Letter and Unit Number as shown on the Map, followed by the words PECAN CREEK CONDOMINIUMS and by reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Common Elements.

2.7 ENCROACHMENTS. If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion or portions of a Unit or Units encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. A valid easement also exists to that portion of the Common Elements and of the Limited Common Elements occupied by any part of an Owner's Unit not contained within the physical boundaries of such Unit, including but not limited to space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the individual Units.

2.8 GOVERNMENTAL ASSESSMENT. Declarant shall give written notice to the Assessor's Office of the creation of Condominium Ownership of this Property, as is provided by law, so that each Unit and its percentage of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

2.9 USE AND OCCUPANCY RESTRICTIONS. Subject to the provisions of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used for residential purposes or such other uses permitted by this Declaration, and for no other purposes. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from:

(a) Maintaining his personal professional library;

(b) Keeping his personal business or professional records or accounts; or

(c) Handling his personal business or professional telephone calls or correspondence.

Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

That part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together (including, without limitation, portions of any hallway and any walls) may be altered to afford ingress to and egress from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided:

(a) The expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alterations;

(b) Such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid; and

(c) Such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent Units), including without limitation, reasonable access and ingress to and egress from the other Units in the hallway affected by such alteration.

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, the garage, the laundry room, receiving rooms, storage areas, swimming pool and any other areas designed for specific use shall be used for the purposes approved by the Board. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and may be subject to lease, concession or easement, presently in existence or entered into by the Board at some future time.

Without limiting the generality of the foregoing provisions of this Paragraph 2.9, use of the Property by the Unit Owners shall be subject to the following restrictions:

(a) Nothing shall be stored in the Common Elements without prior consent of the Board except in storage areas or as otherwise herein expressly provided;

(b) Nothing shall be done or kept in any Unit or in the

Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancelation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any law;

(c) No waste shall be committed in or on the Common Elements;

(d) Subject to Declarant's rights under Paragraph 2.9 (n)(3) of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;

(e) No noxious or offensive activity shall be carried on, in or upon the Common Elements, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted on the Property, and the Board shall have the right to determine in accordance with the By-Laws if any such noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devises (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Unit Owner in the Property, shall be located, used or placed on any portion of the Property or exposed to the view of other Unit Owners without the prior written approval of the Board;

(f) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;

(g) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the buildings or any portion thereof;

(h) No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its Occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created. No clothing or household fabrics shall be hung, dried or aired in such a way in the Property as to be visible to other Property and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property, except within an enclosed structure or if appropriately screened from view;

(i) No Unit Owner shall park, store or keep any vehicle, except wholly within the Parking Space designated therefor, and any inoperable vehicle shall not be stored in a Parking Space. No Unit Owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck and any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board). No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Common Elements. Parking Spaces shall be used for parking purposes only.

(j) Except within individual Units, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

(k) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a Parking Space to a point outside the Property, or from a point outside the Property directly to a Parking Space;

(l) No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. Dogs, cats, fish, birds and other household pets may be kept in Units subject to rules and regulations adopted by the Association, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, the Association may determine a reasonable number in any instance to be more or less, and the Association may limit the size and weight of any household pets allowed. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Unit Owner. Animals belonging to Unit Owners, Occupants or their licensees, tenants or invitees within the Property must be kept either within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Board. Should any animal belonging to a Unit Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it owns any interest in the Property) or a person designated by Declarant to do so and subsequent thereto by the Managing Agent, to a pound under the jurisdiction of the local municipality in which the Property is situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any Unit Owner shall be absolutely liable to each and all remaining Unit Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by a Unit Owner or members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Unit Owner to clean up after such animals which have used any portion of the Common Elements;

(m) With the exception of a First Mortgagee in possession of a Unit following a default in a Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for hotel or transient purposes. No Unit Owner shall be permitted to lease less than the entire Unit. Every such lease shall be in writing, and a copy of such lease, as and when executed, shall be furnished to the Board. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and failure to do so shall be a default thereunder. The Unit Owner making such lease shall not be relieved thereby from any of said obligations;

(n) In order that Declarant may establish the Property as a fully occupied Condominium, no Unit Owner nor the Association shall do anything to interfere with, and nothing in the Declaration shall be understood or construed to:

(1) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing in any Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of any work thereon; or

(2) Prevent Declarant, its successors or assigns, or its or their representatives, from erecting, constructing and maintaining in any Unit, or portion thereof, owned or controlled by Declarant, its successors or assigns, or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing any work and establishing the Property as a Condominium and disposing of the same by sale, lease or otherwise; or

(3) Prevent Declarant, its successors or assigns, or

it or their contractors or subcontractors, from maintaining such sign or signs for marketing of Units in the Property.

2.10 RESERVATION OF VARIANCE. Notwithstanding any provision of this Declaration to the contrary, the Declarant reserves unto itself the exclusive right to amend the Condominium Plan and to vary the size, shape, physical layout or location of the unsold Units and to correspondingly adjust the sales price of the respective Units remaining unsold. This reservation shall be effective for any annexed and merged Condominium Regimes but shall not work to readjust or reallocate any vested interests in the Common Elements appurtenant to any sold Units.

2.11 RESERVATION OF RIGHT OF MERGER AND ANNEXATION. For a period of three (3) years from the date of recordation of this Declaration, the Declarant reserves the right, authority and power to annex an additional tract or tracts out of adjoining land described in the attached Exhibit "E" for the purpose of establishing, annexing and merging an additional Condominium Regime. The improvements for this Regime may be constructed simultaneously with the subject Regime and, notwithstanding Paragraph 2.10 hereof, shall conform in basic respects to the general restrictions, limitations and benefits contained in this Declaration. By way of creation of this additional Condominium Regime, the Declarant further reserves the right and power to merge the respective Associations into one (1) common Association and to change, alter and merge the interests associated with the Condominium Units in the Common Elements of the respective Regimes into one (1) Common Element of ownership to be shared and owned in common, pro rata by all Unit Owners. However, any annexation and merger of additional Condominium Regimes shall entail buildings, amenities and Condominium Units of comparable number, size and cost and shall be accomplished by the filing of appropriate Condominium Declaration Supplements or Declarations of Annexation and Merger.
Said documents shall be recorded in the Condominium Records of Hays County, Texas which will inter alia:

(a) Be executed by only the Developer or its successors or assigns;

(b) Contain a legal description of the land to be annexed to the Condominium;

(c) Contain a sufficient description of the Units built or to be built on the annexed land;

(d) Contain a reallocation of percentage of ownership interest in the Common Areas (as expanded by annexation) among all Units in the Condominium (as expanded by annexation); and

(e) Any other information required by law or necessary to effectuate the intent of this Article.

Thereafter, the Condominium shall be governed by this Declaration as if all of the annexed land and improvements had been a part of the Condominium from the outset.

ARTICLE III.

RIGHTS AND OBLIGATIONS OF OWNERSHIP

3.1 OWNERSHIP. A Condominium Unit will be a fee simple estate and may be held and owned by any person, firm, corporation or other entity singularly or as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

3.2 PARTITION. The Common Elements (both General and Limited) shall be owned in common by all of the Owners of the Condominium Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than that as specifically provided for hereinafter in Paragraph 6.2, "Judicial Partition". Nothing contained herein shall be construed as a limitation of the right of partition of a Condominium Unit between the Owners thereof, but such partition shall not affect any other Condominium Unit.

3.3 EXCLUSIVENESS OF OWNERSHIP. Each Owner shall be entitled to exclusive ownership and possession of his Apartment Unit. Each Owner may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

3.4 ONE-FAMILY RESIDENTIAL DWELLING. Each Condominium Unit shall be occupied and used or leased by the Owner only as and for a residential dwelling for the Owner, his family, his social guests or his tenants.

3.5 MECHANIC'S AND MATERIALMAN'S LIENS. No labor performed or materials furnished and incorporated in an Apartment Unit, notwithstanding the consent or at the request of the Owner thereof, his agent or his contractor or subcontractor, shall be the basis for filing of a lien against the Common Elements owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Apartment Unit or any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Apartment Unit at such Owner's request.

3.6 RIGHT OF ENTRY. The Association shall have the irrevocable right to have access to each Apartment Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Apartment Unit or Units.

3.7 OWNER MAINTENANCE. An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment installed with the Apartment Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Apartment Unit, shall be maintained and kept in repair by the Owner thereof; and an Owner shall be obliged to promptly repair and replace any broken or cracked glass in windows and doors.

3.8 ALTERATION. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament.. For purposes hereof, the placing of a waterbed anywhere on the Premises may be deemed to be such an act as would impair the structural soundness and integrity of the building. No Owner shall in any way alter, modify, add to or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without the prior written consent and approval in writing by the Association or its designated agent. Any such alteration or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Association of complete plans and specifications showing the nature, kind, shape, size, materials, color and location for all proposed work. During the Construction Period, Declarant shall have the sole right to approve or reject any plans and specifications submitted for consideration by an Owner.

3.9 RESTRICTION OF OWNERSHIP. As a restriction of the ownership provisions set forth in Paragraph 1.1(b), "Unit", an Owner shall not be deemed to own the unfinished surfaces of the perimeter walls, floors, ceilings and roofs surrounding his Apartment Unit, nor shall such Owner be deemed to own the utilities running through his Apartment Unit which are utilized for, or serve, more than one Apartment Unit, except as a tenant-in-common with the Owners. An Owner shall be deemed to own and shall maintain the inner, finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing material.

3.10 LIABILITY FOR NEGLIGENT ACTS. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, or invitees, and is not covered or paid for by insurance either on such Apartment Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Apartment Unit is subject, pursuant to Article IV hereof.

3.11 SUBJECT TO DECLARATION AND BY-LAWS. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper case, by an aggrieved Owner.

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

4.1 BY-LAWS. The administration of this Condominium Property shall be governed by the By-Laws of PECAN CREEK HOMEOWNERS ASSOCIATION, INC., a non-profit association, referred to herein as the "Association". An Owner of a Condominium Unit, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of his ownership. Declarant may, at his election, during the Construction Period, cause to be formed a Texas non-profit corporation bearing the same name, in which event such non-profit corporation shall adopt the By-Laws of the Association and shall thereafter act and do all things to be done as the Association, according to the By-Laws. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws. In addition, the Association shall enter into a Management Agreement upon the terms and conditions established in the By-Laws, and said Management Agreement shall be consistent with this Declaration.

4.2 DEVELOPER CONTROL. Paragraph 4.1 notwithstanding, the Declarant, for the benefit and protection of the Unit Owners and any First Mortgagees of Record for the sole purpose of insuring a complete and orderly buildout as well as a timely sellout of the Condominium Project, will retain control of and over the Association for a maximum period not to exceed four (4) years from the recordation of this Condominium Declaration for PECAN CREEK CONDOMINIUMS or July 1, 1984, or when in the sole opinion of the Declarant, the Project becomes viable, self-supporting and operational, whichever occurs first. It is expressly understood, the Declarant will not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or through the creation of any management agreement with a term longer than one (1) year without majority Association approval upon relinquishment of Declarant control. Should Declarant elect not to annex any of the adjoining tracts, then his control shall extend no longer than two (2) years from the recordation of this Condominium Declaration for PECAN CREEK CONDOMINIUMS. Thereafter, Declarant control shall extend no longer than one (1) year from the date of the recordation of the first sale in the subsequent phases on the aforesaid and respective adjoining tracts. In no event shall control extend beyond January 1, 1983, if all proposed phases of PECAN CREEK CONDOMINIUMS are annexed and incorporated hereinto by merger.

4.3 SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT. Every Owner and the Declarant shall have a beneficial interest of use and enjoyment in the Common Elements subject to the following limitations, restrictions and provisions:

(a) The right of the Association to publish rules and regulations governing use of the Common Areas and the improvement and facilities located thereon, and to establish and enforce penalties for infractions thereof;

(b) The right of the Association to charge reasonable fees for the use of facilities within the Common Area if such facilities are not used by all members equally;

(c) The right of the Association to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property; provided, however, that the rights of any such Mortgagee in such properties shall be subordinate to the rights of the Owners hereunder, and in no event shall any such Mortgagee have the right to terminate the Condominium Regime established by this Declaration;

(d) The right and duty of the Association to suspend the voting rights and the right to the use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Condominium Unit remains unpaid.

(e) The right of Declarant during the Construction Period, or the Association after the Construction Period, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for the purposes, and subject to the conditions, of such agency, authority or utility. No such dedication or transfer after the Construction Period shall be effective unless approved by all First Mortgagees and two-thirds (2/3) vote of the quorum of Owners present at a meeting of the Association specifically called for the purpose of approving any such dedication or transfer, and unless an instrument signed by the Board of Directors reflecting such vote of the Owners agreeing to such dedication or transfer and First Mortgagee approval has been duly recorded in the Condominium Records of Hays County, Texas;

(f) The right of the Association to adopt, implement and maintain a private security system for the Premises consistent with applicable laws;

(g) The right of the Association to establish rules and regulations governing traffic within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations;

(h) The right of the Association to regulate noise within the Premises, including without limitation, the right of the Association to require mufflers on engines and to prohibit the use of devices producing excessive noise;

(i) The right of the Association to control the visual attractiveness of the Properties, including, without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Association's judgment, detract from the visual attractiveness of the Property.

4.4 MEMBERSHIP, VOTING, QUORUM, PROXIES.

(a) Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of the Association. Such Membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with PECAN CREEK CONDOMINIUMS during the period of such Ownership and Membership of the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such Ownership and Membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one membership card to the Owner(s) of a Condominium Unit. Such membership card shall be surrendered to the Secretary whenever Ownership of the Condominium Unit designated thereon shall terminate.

(b) Voting. Unit Ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is thirty (30).

(c) Quorum. The majority of the Unit Owners as defined in Article I, Paragraph 1.1(p) shall constitute a quorum.

(d) Proxies. Votes may be cast in person or by proxy. Proxies may be filed with the Secretary before the appointed time of each meeting.

4.5 INSURANCE. The Association shall obtain and maintain at all times insurance of the type and kind provided hereinabove, including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to any condominium buildings, fixtures, equipment and personal property, similar in construction , design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association and all Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Each Owner irrevocably designates the Owners Association through the Board of Directors as Attorney-in-fact administering and distributing such proceeds of such insurance, with such Attorney-in-fact as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after thirty (30) days prior written notice to each First Mortgagee. Said Board of Directors shall, upon request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

ARTICLE V

MAINTENANCE ASSESSMENTS

5.1 ASSESSMENTS FOR COMMON EXPENSES. All Owners shall be obligated to pay the estimated assessments imposed by the Association to meet the Common Expenses. The aseessments shall be made pro rata according to each Owner's percentage interest in and to the Common Elements. Assessments for the estaimated Common Expenses shall be due monthly in advance on or before the first (1st) day of each month. Failure to pay by the fifteenth (15th) day of each month shall require the imposition and assessment of a late charge of $5.00. Contribution for monthly assessments shall be pro rated if the Ownership of a Condominium Unit commences on a day other than the first (1st) day of a month.

5.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of the residents in the Property, and in particular for the improvement, maintenance and preservation of the Property, the services and the facilities devoted to said purposes that are related to the use and enjoyment of both the Common Elements and the Apartment Units situated upon the Property. Such uses may include, but are not limited to, the cost to the Association of the following: All insurance, repair, replacement and maintenance of the Common Elements; fire, extended coverage, vandalism, malicious mischief and liability insurance for the Condominium Units; management costs, taxes, legal and accounting fees as may from time to time be authorized by the Association; construction of other facilities; maintenance of easements upon, constituting a part of, appurtenant to or for the benefit of, the property; mowing grass, caring for the grounds, landscaping, caring for the swimming pools and equipment, roofs and exterior surfaces of all buildings and carports; garbage pickup; pest control; streets; outdoor lighting; security service for the Property; water and sewer service furnished to the Property by or through the Association; discharge of any liens on the Common Elements; and other charges required by this Condominium Declaration, or other charges that the Association is authorized to incur. In addition, the Association shall determine the establishment of a reserve for repair, maintenance and other charges as specified herein.

5.3 DETERMINATION OF ASSESSMENTS. Notwithstanding Paragraph 5.5, the assessments shall be determined by the Board of Directors based upon the cash requirements necassary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements. This determination may include, among other items, taxes, governmental assessments, landscaping and grounds care, common area lighting, repairs and renovations, garbage collections, wages, water charges, legal and accounting fees, management costs and fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, expenses incurred in the operation and maintenance of recreation and administrative facilities, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification of a release of the Owners from the obligation to pay.

5.4 INITIAL ASSESSMENT AND MAXIMUM MONTHLY ASSESSMENT.

(a) Until June 1st of the year immediately following the conveyance of the first (1st) Condominium Unit to an Owner other than the Declarant, the monthly assessments shall be made according to each Owner's percentage interest in and to the General Common Elements provided in Exhibit "C" attached hereto.

(b) From and after June 1st of the year immediately following the conveyance of the first (1st) Condominium Unit to an Owner other than the Declarant, the Association may set the Monthly Assessment for the next succeeding twelve (12) month period at an amount which shall not exceed one hundred twenty (120%) percent of the Monthly Assessment allowed for June of the preceding year. If the Board determines that a greater increase of the Monthly Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may call a special meeting of the Owners. By the assent of a two-thirds (2/3) vote of the quorum of Owners, present at such meeting, the Monthly Assessment may be set at whatever level such Owners approve. The new assessment shall become the basis for future annual increases, using the one hundred twenty (120%) percent formula as above outlined.

(c) The Board of Directors shall have authority to lower the Monthly Assessment, if it deems feasible.

5.5 OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE. During the Construction Period, the Declarant shall be responsible for the difference between the cost of maintenance and assessments received from the Unit Owners of each building until all Units in said building have been completed, as defined herein, or until Declarant transfers, in writing, responsibility for said maintenance to the Association, as provided in Paragraph 4.2, whichever first occurs. So long as Declarant is responsible for the maintenance of a building, as provided herein, Declarant shall not be required to pay the Monthly Assessment for any Units owned by Declarant in said building. With respect to the buildings which Declarant is responsible for maintaining, as provided herein, said maintenance shall be at the level of maintenance established in accordance with Paragraph 5.3. During the Construction Period, Declarant shall provide any additional funds necessary to pay actual cash outlays required to fund current operating expenses of the Association. Declarant shall not be obligated to fund any reserve accounts until after the Construction Period is terminated. After the Construction Period is terminated, Declarant shall pay the regular Monthly Assessment for each Unit or Units it owns.

5.6 SPECIAL ASSESSMENTS FOR IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy in any calendar year a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall be approved by a two-thirds (2/3) vote of the quorum of Owners voting in person or by proxy at a meeting duly called for this purpose.

5.7 COMMENCEMENT OF ASSESSMENTS. The Monthly Assessments provided for herein shall commence as to any Condominium Unit on the first (1st) day of the month following the conveyance of the first (1st) Unit to an Owner other than Declarant, or the first (1st) day of the month following the transfer of the responsibility for maintenance of the building in which said Unit is located to the Association, whichever first occurs. The Board shall fix the amount of the Monthly Assessments against such Unit at least thirty (30) days prior to June 1st of each year; provided, however, that the Board shall have a right to adjust the Monthly Assessments, as long as any such adjustment does not exceed the maximum permitted hereunder, with thirty (30) days written notice given to each Owner. Written notice of the Monthly Assessment adjustment shall be sent to every Owner subject thereto. The due date shall be established by the Board, and, unless otherwise provided or unless otherwise agreed by the Association, the Board shall collect the assessments monthly in accordance with Paragraph 5.1.

5.8 NO EXEMPTION. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Unit.

5.9 LIEN FOR ASSESSMENTS. All sums assessed but unpaid by a Unit Owner for its share of Common Expenses chargeable to its respective Condominium Unit, including interest thereon at ten (10) percent per annum, shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances, except only for:

(a) All taxes and special assessments levied by governmental and taxing authorities, and

(b) All liens securing sums due or to become due under any mortgage, vendor's lien or deed of trust filed for Record prior to the time such costs, charges, expenses and/or assessments become due.

To evidence such lien the Association may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice shall be signed by one of the Board of Directors and may be recorded in the office of the Clerk and Recorder of Hays County, Texas. Such lien for the Common Expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Condominium Unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

The amount of the Common Expenses assessed against each Condominium Unit shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

Any encumbrancer holding a lien on a Condominium Unit may pay any unpaid Common Expense payable with respect to such Unit, and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

5.10 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien, provided, however, that the sale or transfer of any Condominium Unit pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer, except for claims for its pro-rata share of such assessments resulting from a reallocation among all Units. No sale or transfer shall relieve such Condominium Unit, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

5.11 STATEMENT OF ASSESSMENTS. Upon the written request of any owner or any encumbrancer or prospective encumbrancer of a Condominium Unit, the Association, by its Board of Directors, shall issue a written statement setting forth the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessments, the date of such assessment and the due date, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The Purchaser, Donee or other transferee of a Unit, by deed or other writing (herein called "Grantee"), shall be jointly and severally liable with the transferor of such Unit (herein called "Grantor") for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee. The Grantee shall be entitled to a statement from the Board of Directors, setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current Monthly Assessment and the date such assessment becomes due, as well as any credit for advanced payments or for prepaid items, including but not limited to insurance premiums. This statement shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the subject Condominium Unit accruing prior to such ten (10) day period.

ARTICLE VI

DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

6.1 DESTRUCTION OR OBSOLESCENCE. This Declaration hereby makes mandatory the irrevocable appointment of an Attorney-in-fact to deal with the Property upon its destruction or obsolescence.

Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute appointment of the Attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint PECAN CREEK HOMEOWNERS ASSOCIATION, INC., or its successor non-profit corporation, if same be hereafter organized, their true and lawful Attorney in their name, place and stead, for the purpose of dealing with the Property upon its destruction or obsolescence as hereinafter provided. As Attorney-in-fact, the Association, by its authorized Officers, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instruments with respect to the interest of a Condominium Unit Owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same conditions in existence prior to the damage, with each Apartment Unit and Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless all of the Owners and all of the First Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter:

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as Attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty-six and two-thirds (66-2/3 %) percent of all the Common Elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as Attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners and their Condominium Units. Such deficiency assessment shall be common expense made pro rata according to each Owner's percentage interest in and to the Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for hrerin shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Article V hereof. In addition thereto, the Association, as Attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such deficiency of the assessment within the time provided; and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney-in-fact, in the following order:

(1) For payment of taxes and special assessment liens in favor of any assessing entity;

(2) For payment of the balance of the lien of any first mortgage;

(3) For payment of unpaid Common Expenses;

(4) For payment of junior liens and encumbrances in the order and extent of their priority; and

(5) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(c) If more that sixty-six and two-thirds percent (66-2/3%) of all of the Common Elements, not including land, are destroyed or damaged, and if the Owners representing the aggregate ownership of one hundred percent (100%) of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the approval or consent of one hundred percent (100%) of the First Mortgagees, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Associations's President and Secretary, the entire remaining Premises shall be sold by the Association, as Attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit Owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into fourteen (14) separate accounts plus any annexed Units, each such account representing one (1) of the Condominium Units in the total Project. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as Attorney-in-fact, shall use and dusburse the total amount (of each) of such accounts, without contribution from any account to another, toward the full payment of the lien of any first mortgage against the Condominium Unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire Property. Such apportionment shall be based upon each Condominium Unit Owner's percentage interest in the General Common Elements. The total funds of each account to another, by the Association, as Attorney-in-fact, for the same purposes and in the same order as is provided in Subparagraph (b) (1) through (5) of Paragraph 6.1.

(d) If the Owners representing a total ownership interest of one hundred (100%) percent of the Common Elements adopt a plan for reconstruction, which plan has the approval of one hundred (100%) percent of the First Mortgagees, then all of the Owners shall be bound by the terms and provisions of such plan. Any assessment made in connection with such plan shall be a Common Expense and made pro rata according to each Owner's percentage interest in the Common Elements and shall be due and payable as provided by the terms of such notice thereof. The Association shall have the authority to cause the repair and restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Paragraph 5.9. In addition thereto, the Association, as Attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such assessment within the time provided. If the assessment is not paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney-in-fact, for the same purposes and in the same order as is provided in Subparagraph (b) (1) through (5) of Paragraph 6.1.

(e) The Owners representing an aggregate ownership interest of sixty-six and two-thirds (66-2/3 %) percent of the Common Elements or more, may agree that the Common Elements of the Property are obsolete and that the same should be renewed or reconstructed. In such instance, then the expenses thereof shall be payable by all of the Owners as Common Expenses.

(f) The Owner's representing an aggregate ownership interest of one hundred percent (100%) of the Common Elements and all holders of first mortgages may agree that the Common Elements of the Property are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized Officers, the entire Premises shall be sold by the Association, as

Attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-Laws. The sales proceeds shall be apportioned between the Owners and First Mortgagees as their interest may appear on the basis of each Owner's percentage interest in the Common Elements, and such apportioned proceeds shall be paid into fourteen (14) separate accounts plus any annexed Units, each such account representing one (1) Condominium Unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as Attorney-in-fact, shall use and disburse the total amount of each of such funds, without contribution from one (1) fund to another, for the same purposes and in the same order as is provided in Subparagraph (b) (1) through (5) of Paragraph 6.1 hereof.

6.2 JUDICIAL PARTITION. There shall be no judicial partition of the Project or any part thereof, nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph 6.1 hereof in the case of damage or destruction or unless the Property has been removed from the provisions of the Texas Condominium Act; provided, however, that if any Condominium Unit shall be owned by two (2) or more co-tenants as tenents-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition between such co-tenants. But such partition shall not affect any other Condominium Unit.

6.3 CONDEMNATION. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Condominium Unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association 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 Association, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the General Common Elements (together with or apart from any Condominium Unit), the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceedings 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, 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 paid to the account of each Owner in proportion to his percentage ownership interest in the General Common Elements to be applied or paid as set forth in Paragraph 6.1 (b) (1) through (5) hereof, unless restoration takes place as herein provided. The Association, if it deems advisable, may 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 General Common Elements so taken or damaged. In the event it is determined that such General 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 Association on behalf of the Owners. In the event that such eminent domain proceeding results in the taking of or damage to one or more, but less than sixty-six and two-thirds (66-2/3%) percent of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

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

(b) The Association shall determine whether it is reasonably practicable to operate the remaining Condominium Units of the Project, including those damaged Units which may be made tenantable, as a Condominium in the manner provided in this Declaration.

(c) In the event that the Association determines that it is not reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable then the Condominium Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in the percentage ownership interests previously owned by each Owner in the General Common Elements.

(d) In the event that the Association determines it will be reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Unit, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct such Condominium Unit so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Condominium Units which are tenantable. With respect to those Units which may not be tenantable, the award made shall be paid as set forth in Paragraph 6.1 (b) (1) through (5) hereof and the remaining portion of such Units, if any, shall become a part of the General Common Elements. Upon the payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the percentage ownership interest in the General Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interests in the General Common Elements among the reduced number of Owners. If the entire Condominium Project is taken, or sixty-six and two-thirds (66-2/3%) percent or more of the Condominium Units are taken or damaged by such taking all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein, in proportion to their percentage ownership interests in the General Common Elements; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium Units and General 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 ownership interest previously owned by each Owner in the General Common Elements. Any damages or awards provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Paragraph 6.1 (b) (1) through (5) hereof.

ARTICLE VII

PROTECTION OF MORTGAGEE

7.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a deed of trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units".

7.2 NOTICE OF DEFAULT. The Association shall notify a First Mortgagee in writing, upon request of such Mortgagee, of any default by the Mortgagor in the performance of such Mortgagor's obligations as set forth in the Declaration which is not cured within thirty (30) days.

7.3 EXAMINATION OF BOOKS. The Association shall permit First Mortgagees to examine the books and records of the Association during normal business hours.

7.4 RESERVE FUND. The Association shall establish adequate reserve funds for replacement of Common Element components and fund the same by regular monthly payments rather than by extraordinary special assessments. In addition, there shall be established a working capital fund for the initial operation of the Condominium Project equal to at least two (2) months estimated Common Elements charge for each Unit; said deposit to be collected at closing of Unit sale.

7.5 ANNUAL AUDITS. The Association shall furnish each First Mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

7.6 NOTICE OF MEETINGS. The Association shall furnish each First Mortgagee upon request of such Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such Mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

7.7 APPROVAL FOR AMENDMENTS TO DECLARATION, ETC. The prior written approval of each First Mortgagee shall be required for the following:

(a) Abandonment or termination of PECAN CREEK CONDOMINIUMS as a Condominium Regime, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) Any material amendment to the Declaration or to the By-Laws of the Association, including, but not limited to any amendment which would change the percentage interest of Unit Owners in the Common Elements; and

(c) The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Project.

7.8 NOTICE OF DAMAGE OR DESTRUCTION. The Association shall furnish the First Mortgagees timely written notice of any substantial damage or destruction of townhouses and of any part of the Common Elements and facilities if such loss exceeds Ten Thousand ($10,000.00) Dollars.

7.9 MANAGEMENT AGREEMENTS. Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days written notice, and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods. In the event of the termination of the management agreement as provided herein, the Association shall enter into a new management agreement with a new management corporation prior to the effective date of the termination of the old management agreement.

7.10 RIGHT TO PARTITION. No Unit may be partitioned or subdivided by the Owner thereof without the prior written approval of all First Mortgagees.

7.11 TAXES, ASSESSMENTS AND CHARGES. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

7.12 OTHER ACTS BY ASSOCIATION REQUIRING APPROVAL OF FIRST MORTGAGEES OR OWNERS. Unless all of the First Mortgagees (based upon one (1) vote for each first mortgage owned), and Owners (other than the Declarant) of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the Common Elements, and

(b) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units or as otherwise provided in this Declaration. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium Project shall not be deemed a transfer within the meaning of this paragraph.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 AMENDMENT. Subject to the provisions of Paragraphs 2.10 and 2.11 hereof this Declaration shall not be revoked, nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of ninety (90%) percent of the Common Elements, agree to such revocation or amendment by instruments duly recorded, but no amendment shall affect Declarant's right to exercise the duties and functions of the Board of Directors as allowed in Paragraph 4.1 hereof.

8.2 OWNERSHIP OF COMMON PERSONAL PROPERTY. Upon termination of the Construction Period, as defined herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the Premises, furnished by Declarant, and intended for the common use and enjoyment of the Condominium Unit Owners and occupants. No Owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the Owner's termination of possession of his Condominium Unit.

8.3 CHANGE IN DOCUMENTS. The holder of any mortgage covering any of the Condominium Units shall be entitled to written notification from the Association thirty (30) days prior to the effective date of any change in the Condominium Documents.

8.4 NOTICE. All notices, demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such owner in care of the Unit number and building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association, shall be sent by ordinary or certified mail, postage prepaid, to 217 Moore Street, San Marcos, Texas 78666, until such address is changed by a notice of address change duly recorded in the Hays County Condominium Records.

8.5 INVALIDATION OF PARTS. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

8.6 TEXAS CONDOMINIUM ACT. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law.

8.7 GENDER. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, sealed and delivered by its President, this

23rd day of September, 1981.

MCDONALD-RUTLEDGE INVESTMENTS, INC.

BY: ______________________
S. E. RUTLEDGE, President

ATTEST:

____
ROBERT W. MCDONALD, Secretary

THE STATE OF TEXAS §

COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared S. E. RUTLEDGE, President of McDONALD-RUTLEDGE INVESTMENTS, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 24th day of September, A.D. 1981.

Wm. R. Fitzgerald
Notary Public in and for
The State of Texas

My commission expires 9-25, 1984.

Wm. R. Fitzgerald
(Printed or stamped name of notary)

Being Lot No. One (1) of Pecan Creek Addition, a subdivision in the City of San Marcos, Hays County, Texas, according to the map or plat thereof recorded in Vol. 2, page 220, Hays County Plat Records;

LESS AND EXCEPT FROM THE ABOVE THE FOLLOWING:
BEING A PORTION OF LOT 1 OF PECAN CREEK ADDITION, A SUBDIVISION OF RECORD IN BOOK 2, PAGE 220, HAYS COUNTY PLAT RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at an iron stake set at a corner fence post at the most Easterly Northeast corner of the said Lot 1, for the Northeast corner of the tract herein described, same being on the West line of Lot 2 of the said Pecan Creek Addition;

THENCE, with the East line of the said Lot 1, the following courses numbered (1) and (2):

(1) S 08° 07' E, 176.63 feet to an iron stake found at the Southwest corner of the said Lot 2;

(2) S 06° 40' E, 13.40 feet to an iron stake found at the most Easterly Southeast corner of the said Lot 1, for the Southeast corner of the tract herein described;

THENCE, with a South line of the said Lot 1, S 81° 36' W, 123.02 feet to an iron stake found at a re-entrant corner of the said Lot 1, for a Southwest corner of the tract herein described;

THENCE, N 08° 36' W, 190.85 feet to an iron stake found at a re-entrant corner of the said Lot 1, for a Northwest corner of the tract herein described;

THENCE, with a North line of the said Lot 1, N 81° 59' E, 124.98 feet to the POINT OF BEGINNING containing 0.54 acres of land. Field notes prepared September, 1981 from Public Records and Surveys by Kelly Kilber, Registered Public Surveyor No. 2219, in May, 1981.

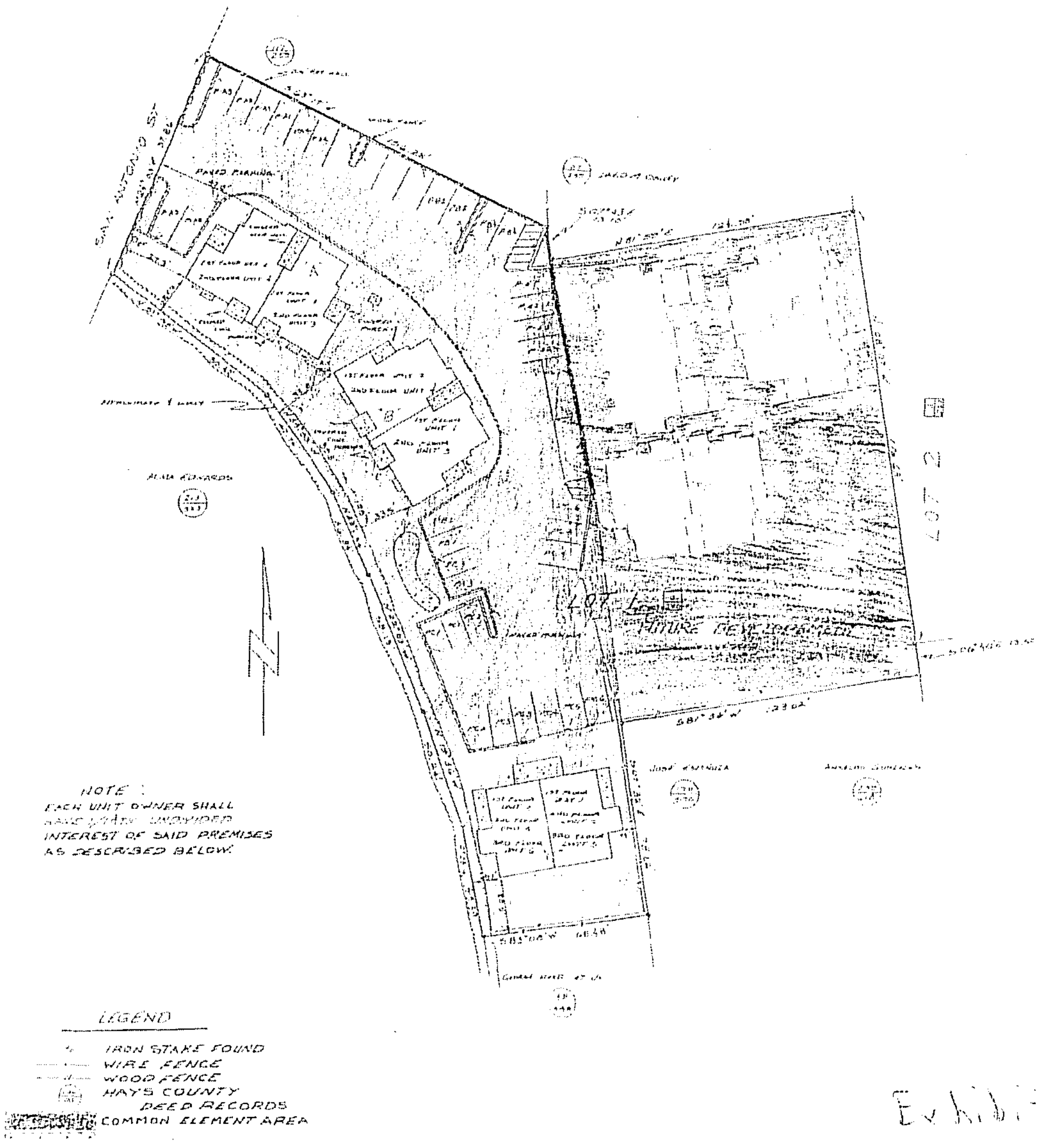
By Richard Taylor
Richard Taylor
Registered Public Surveyor #3986

MCDONALD-RUTLEDGE INVESTMENTS, INC.
PUBLIC RECORDS
REFERENCE PLAN NO. 1446, REVISED
EO 81-13888

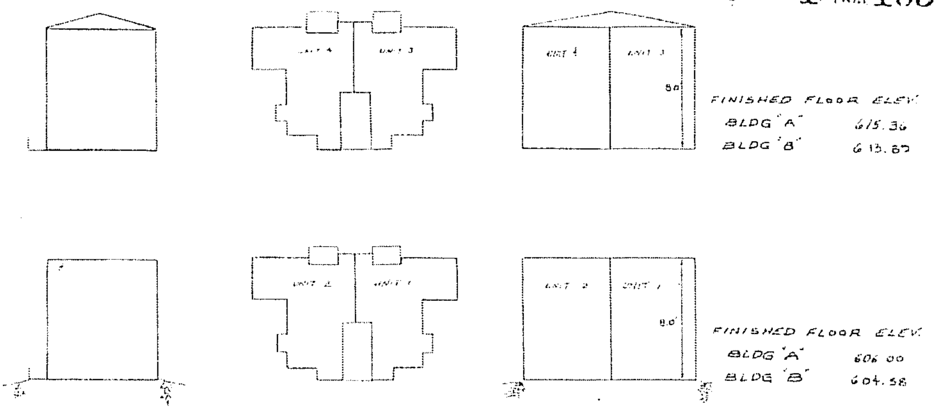
"EXHIBIT "A"

VOL 1 PAGE 104

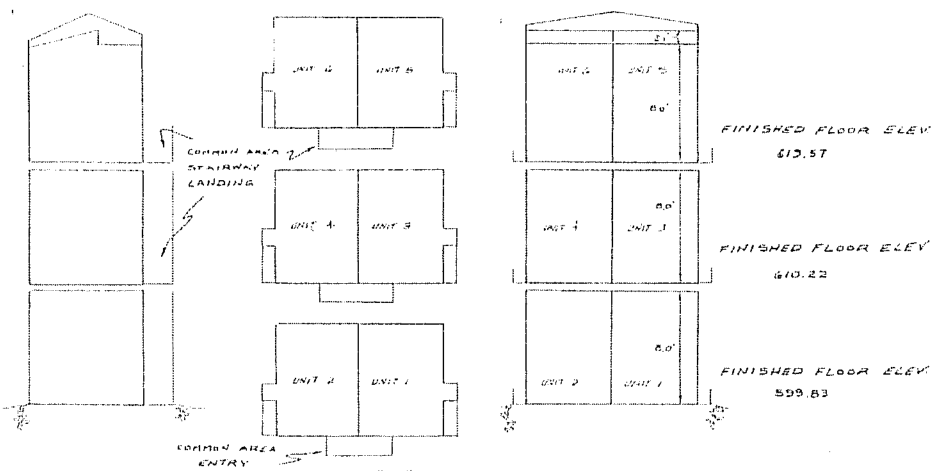
MAP OF SURVEY
OF
IMPROVEMENTS LOCATED ON
LOT 1 PECAN ST. ADDITION
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS



Exhibit



BLDG "A" AND "B"



BLDG "C"

"B"

SURVEYED: SEPTEMBER 1981

STATE OF TEXAS

EXHIBITS C & D

	Interest in Common Elements and Limited Elements
Unit A-1	7.14%
Unit A-2	7.14%
Unit A-3	7.14%
Unit A-4	7.14%
Unit B-1	7.14%
Unit B-2	7.14%
Unit B-3	7.14%
Unit B-4	7.14%
Unit C-1	7.14%
Unit C-2	7.14%
Unit C-3	7.14%
Unit C-4	7.14%
Unit C-5	7.14%
Unit C-6	7.14%

PRO-TECH ENGINEERING GROUP
INCORPORATED

p. o. box 1004 san marcos, texas 78666 (512) 392-3391

TRACT ONE
FIELD NOTE DESCRIPTION
OF
0.54 ACRES OF LAND
OUT OF
LOT 1
PECAN CREEK ADDITION
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS

BEING A PORTION OF LOT 1 OF PECAN CREEK ADDITION, A SUBDIVISION OF RECORD IN BOOK 2, PAGE 220, HAYS COUNTY PLAT RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at an iron stake set at a corner fence post at the most Easterly Northeast corner of the said Lot 1, for the Northeast corner of the tract herein described, same being on the West line of Lot 2 of the said Pecan Creek Addition;

THENCE, with the East line of the said Lot 1, the following courses numbered (1) and (2):

(1) S 08° 07' E, 176.63 feet to an iron stake found at the Southwest corner of the said Lot 2;

(2) S 06° 40' E, 13.40 feet to an iron stake found at the most Easterly Southeast corner of the said Lot 1, for the Southeast corner of the tract herein described;

THENCE, with a South line of the said Lot 1, S 81° 36' W, 123.02 feet to an iron stake found at a re-entrant corner of the said Lot 1, for a Southwest corner of the tract herein described;

THENCE, N 08° 36' W, 190.85 feet to an iron stake found at a re-entrant corner of the said Lot 1, for a Northwest corner of the tract herein described;

THENCE, with a North line of the said Lot 1, N 81° 59' E, 124.98 feet to the POINT OF BEGINNING containing 0.54 acres of land. Field notes prepared September, 1981 from Public Records and Surveys by Kelly Kilber, Registered Public Surveyor No. 2219, in May, 1981.

By Richard Taylor
Richard Taylor
Registered Public Surveyor #3986

MCDONALD-RUTLEDGE INVESTMENTS, INC.
PUBLIC RECORDS
REFERENCE PLAN NO. 1446, REVISED
EO 81-13888

TRACT TWO:
FIELD NOTE DESCRIPTION OF A SURVEY OF 35,803 SQUARE FEET OF LAND, MORE OR LESS, IN THE J.M. VERAMENDI LEAGUE NUMBER 1, HAYS COUNTY, TEXAS, BEING A PORTION OF BLOCK 19 IN THE ORIGINAL TOWN OF SAN MARCOS AND A PORTION OF FARM LOT 19 IN THE CITY OF SAN MARCOS, SAID TRACT BEING THAT TRACT CONVEYED BY B. MANFORD DAILEY, ET UX TO DAVID M. DAILEY, ET UX BY DEED DATED SEPTEMBER 29, 1938 AND RECORDED IN VOLUME 117 PAGE 259 OF THE HAYS COUNTY DEED RECORDS,AND THAT TRACT CONVEYED BY ESTATE OF DAISY SWIFT DAILEY TO DAVID M. DAILEY BY PROBATE OF WILL CAUSE #2852 DATED JUNE 27, 1957 AND RECORDED IN VOLUME 37 PAGE 133 PROBATE MINUTES OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron bolt found in a concrete border curb for the southwesterly corner of this tract and the Dailey tract recorded in Volume 117 Page 259,the northwest corner of that tract called Share #2 conveyed to Julia Terrell Barron by partition deed dated April 29, 1937 and recorded in Volume 115 Page 131 of the Hays County Deed Records, and on the southeast line of San Antonio Street;

THENCE leaving the PLACE OF BEGINNING and the Terrell Barron tract as shown on Plat Number 557-1-C dated May 10, 1978 prepared for Russell Saunders by James E. Byrn and Associates N24°30'E 173.50 feet with the southeast line of San Antonio Street to an iron rod set at the base of a cutoff cedar post at the end of a concrete border curb for the northwest corner of this tract and that Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes, the southwest corner of that tract conveyed by T.P. Dailey to Fannie Yoakum by deed dated September 6, 1927 and recorded in Volume 94 Page 325 of the Hays County Deed Records, pass at 50.1 feet the northwest corner of the Dailey tract recorded in Volume 117 Page 259, and the southwest corner of the Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes, from which iron rod the northwest corner of Block 19 of the Original Town of San Marcos bears N24°30'E 72.88 feet;

THENCE leaving San Antonio Street S71°00'E 43.75 feet with the common line of the Dailey tract recorded in Volume 37 Page 113 of the Probate Minutes and the Fannie Yoakum tract to a cyclone fence corner post for a salient corner of this tract and the Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes and a re-entrant corner of the Fannie Yoakum tract;

THENCE S09°15'E 84.40 feet with the cyclone fence recognized as being 25 years old and being the common property line of the Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes and the Fannie Yoakum tract by mutual agreement between David M. Dailey and T.P. Yoakum according to David M. Dailey and T.P. Yoakum in conversation with Eugene J. Heinemann on May 1 and 2, 1978, to a cyclone fence corner post for a re-entrant corner of this tract and the Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes and the southwest corner of the Fannie Yoakum tract;

VOL 1 PAGE 109

THENCE N81°15'E 119.43 feet with a north line of the Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes with the cyclone fence to a cyclone fence corner post for the northeast corner of this tract and the Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes and the southeast corner of that tract conveyed to T.P. Yoakum by deed recorded in Volume 132 Page 347 of the Hays County Deed Records, pass at approximately 57 feet the southeast corner of the Fannie Yoakum tract and the southwest corner of the T.P. Yoakum tract;

THENCE leaving the T.P. Yoakum tract with the most easterly line of this tract the following two calls:

1. S06°37'E 16.91 feet with a cyclone fence to an iron rod found at a cyclone fence corner,
2. S08°39'E 127.90 feet with an old net and barbed wire fence to an iron rod found at a fence corner post for the southeast corner of this tract and the Dailey tract recorded in Volume 117 Page 259, the northeast corner of that tract called Share #2 conveyed to Julia Terrell Barron by the aforementioned partition deed, pass at 72.4 feet the southeast corner of the Dailey tract conveyed in cause #2852 recorded in Volume 37 Page 133 of the Probate Minutes and the northeast corner of the Dailey tract recorded in Volume 117 Page 259;

THENCE with the south line of the Dailey tract recorded in Volume 117 Page 259 and the north line of the Terrell Barron tract the following three courses:

1. S81°48'W 125.65 feet with a net wire fence to an iron rod found at a fence corner post for a salient corner of this tract on the common line of Block 19 and Farm Lot 19,
2. N08°16'W 13.10 feet with a fence to an iron rod found at a fence post, from which an iron pipe found for a north salient corner of the Dailey tract recorded in Volume 117 Page 259 bears N07°06'W 60.0 feet,
3. N63°30'W 156.28 feet to the PLACE OF BEGINNING.

There are contained within these metes and bounds 35,800 square feet of land, more or less, as surveyed on the ground during May 1978 under the direction of James E. Byrn, Registered Public Surveyor Number 1810-C of James E. Byrn and Associates, San Marcos, Texas.

STATE OF TEXAS
JAMES E. BYRN
1810-C
REGISTERED PUBLIC SURVEYOR

TRACT THREE: BEING lot No. Two (2), of Pecan Creek Addition, a subdivision in the City of San Marcos, Hays County, Texas, according to the map or plat thereof recorded in Vol. 2, page 220, Hays County Plat Records.

STATE OF TEXAS
COUNTY OF ...
September 23, 1981

154996

FIRST AMENDED CONDOMINIUM DECLARATION

FOR

PECAN CREEK CONDOMINIUMS

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT, WHEREAS, MCDONALD-RUTLEDGE INVESTMENTS, INC., a Texas corporation, having its principal office at 217 Moore Street, San Marcos, Texas, hereinafter called "Declarant", executed a Condominium Declaration for Pecan Creek Condominiums, which Declaration is dated September 23, 1981, and is recorded in Volume 1, pages 69-110, Condominium Records of Hays County, Texas; and

WHEREAS, said Condominium Declaration established a Condominium Regime for the property described therein, which consists of Three (3) multifamily buildings and other improvements appurtenant thereto on said property, with a total of 14 separately designated Condominium units; and

WHEREAS, paragraph 2.11 of said Declaration entitled "Reservation of Right of Merger and Annexation," reserved the right in Declarant to annex an additional tract or tracts out of adjoining land as described in Exhibit "E" attached thereto, for the purpose of establishing, annexing and merging an additional Condominium Regime; and

WHEREAS, Declarant is now desirous of annexing a portion of the property which was described in Exhibit "E" of said Declaration, which portion being annexed is described by Exhibit "A" attached hereto, which annexation will also involve a reallocation of the percentage of ownership interest in the Common Areas, as expanded by annexation, among all Units in the Condominium, as expanded by annexation;

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A", and all improvements thereon, to the provisions of the Condominium Act of the State of Texas, Article 1301a, Revised Civil Statutes of Texas, and the Condominium Regime, as set out in said original Declaration, and does hereby declare that all the terms, covenants, conditions, easements, restrictions, uses, limitations and obligations of said original Declaration except as hereby amended shall apply to said property in the same manner as if the property described by Exhibit "A" hereto had been a part of the original Regime established by said Declaration.

Declarant is constructing two multifamily buildings and other improvements appurtenant thereto on the property described in Exhibit "A" attached hereto, which when completed shall consist of ten separately designated condominium units, as shown on the revised Plat for said Regime, attached hereto and marked Exhibit "B", making a total of 24 condominium units in the Regime. Pursuant to the provisions of said paragraph 2.11 of Article II of said original Declaration, Declarant hereby annexes and merges said additional property as described by Exhibit "A" attached hereto, with the property covered by said original Declaration, and reallocates the percentage of ownership interest in the Common Areas, as expanded by annexation, according to the percentages shown by Exhibit "C" attached hereto.

In all other respects, said original Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its President, this 19th day of January, 1982.

ATTEST:

Robert McDonald, Secretary

MCDONALD-RUTLEDGE INVESTMENTS, INC.

BY:

S. E. RUTLEDGE, President

THE STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on January 19th, 1982 by S. E. RUTLEDGE, President of MCDONALD-RUTLEDGE INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

(Wm. E. Fitzgerald)

(typed or printed name of Notary)

My commission expires: 9-25-84

1 114

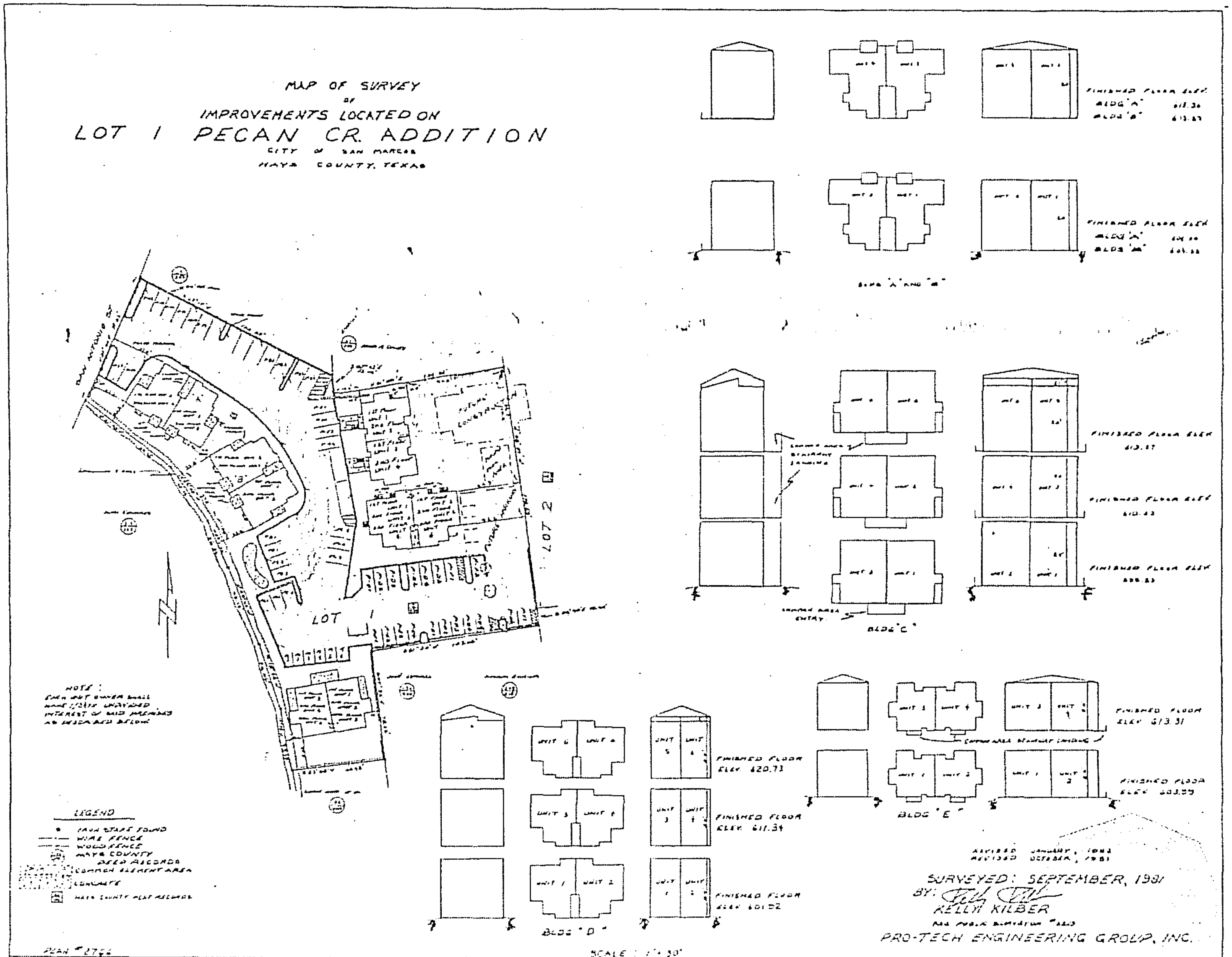


EXHIBIT "D"

FIELD NOTE DESCRIPTION
OF
0.54 ACRES OF LAND
OUT OF
LOT 1
PECAN CREEK ADDITION
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS

BEING A PORTION OF LOT 1 OF PECAN CREEK ADDITION, A SUBDIVISION OF RECORD IN BOOK 2, PAGE 220, HAYS COUNTY PLAT RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at an iron stake set at a corner fence post at the most Easterly Northeast corner of the said Lot 1, for the Northeast corner of the tract herein described, same being on the West line of Lot 2 of the said Pecan Creek Addition;

THENCE, with the East line of the said Lot 1, the following courses numbered (1) and (2):

(1) S 08° 07' E, 176.63 feet to an iron stake found at the Southwest corner of the said Lot 2;

(2) S 06° 40' E, 13.40 feet to an iron stake found at the most Easterly Southeast corner of the said Lot 1, for the Southeast corner of the tract herein described;

THENCE, with a South line of the said Lot 1, S 81° 36' W, 123.02 feet to an iron stake found at a re-entrant corner of the said Lot 1, for a Southwest corner of the tract herein described;

THENCE, N 08° 36' W, 190.85 feet to an iron stake found at a re-entrant corner of the said Lot 1, for a Northwest corner of the tract herein described;

THENCE, with a North line of the said Lot 1, N 81° 59' E, 124.98 feet to the POINT OF BEGINNING containing 0.54 acres of land. Field notes prepared September, 1981 from Public Records and Surveys by Kelly Kilber, Registered Public Surveyor No. 2219, in May, 1981.

By Richard Taylor
Richard Taylor
Registered Public Surveyor #3986

MCDONALD-RUTLEDGE INVESTMENTS, INC.
PUBLIC RECORDS
REFERENCE PLAN NO. 1446, REVISED
EO 81-13888

EXHIBIT "A"

EXHIBIT C

	Interest in Common Elements and Limited Elements
Unit A-1	4.166%
Unit A-2	4.166%
Unit A-3	4.166%
Unit A-4	4.166%
Unit B-1	4.166%
Unit B-2	4.166%
Unit B-3	4.166%
Unit B-4	4.166%
Unit C-1	4.166%
Unit C-2	4.166%
Unit C-3	4.166%
Unit C-4	4.166%
Unit C-5	4.166%
Unit C-6	4.166%
Unit D-1	4.166%
Unit D-2	4.166%
Unit D-3	4.166%
Unit D-4	4.166%
Unit D-5	4.166%
Unit D-6	4.166%
Unit E-1	4.166%
Unit E-2	4.166%
Unit E-3	4.166%
Unit E-4	4.166%

STATE OF TEXAS }
COUNTY OF HAYS }
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me

January 21, 1982

Lydell A. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

EXHIBIT C

5/19/82
#1300

158472 1 127

SECOND AMENDED CONDOMINIUM DECLARATION

FOR

PECAN CREEK CONDOMINIUMS

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

That, WHEREAS, MCDONALD-RUTLEDGE INVESTMENTS, INC., a Texas corporation, having its principal office at 217 Moore Street, San Marcos, Texas, hereinafter called "Declarant", executed a Condominium Declaration for Pecan Creek Condominiums, which Declaration is dated September 23, 1981, and is recorded in Volume 1, page 69-110, Condominium Records of Hays County, Texas; and

WHEREAS, said Condominium Declaration established a Condominium Regime for the property described therein, which consists of Three (3) multifamily buildings and other improvements appurtenant thereto on said property, with a total of 14 separately designated Condominium units; and

WHEREAS, paragraph 2.11 of said Declaration entitled "Reservation of Right of Merger and Annexation," reserved the right in Declarant to annex an additional tract or tracts out of adjoining land as described in Exhibit "E" attached thereto, for the purpose of establishing, annexing and merging an additional Condominium Regime; and

WHEREAS, Declarant has heretofore annexed a portion of the property which was described in Exhibit "E" of said Declaration, by the First Amended Condominium Declaration for Pecan Creek Condominiums, dated January 19, 1982, and recorded in Volume 1, page 111, Condominium Records of Hays County, Texas; and

WHEREAS, Declarant is now desirious of annexing an additional portion of the property which was described in Exhibit "E" of said Declaration, which portion being annexed is described by Exhibit "A" attached hereto, which annexation will also involve a reallocation of the percentage of ownership interest in the Common Areas, as expanded by annexation, among all Units in the Condominium, as expanded by annexation;

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A", and all improvements thereon, to the provisions of the Condominium Act of the State of Texas, Article 1301a, Revised Civil Statutes of Texas, and the Condominium Regime, as set out in said original Declaration, and does hereby declare that all the terms, covenants, conditions, easements, restrictions, uses, limitations and obligations of said original Declaration and First Amended Declaration except as hereby amended shall apply to said property in the same manner as if the property described by Exhibit "A" hereto had been a part of the original Regime established by said Declaration.

Declarant is constructing 3 multifamily buildings and other improvements appurtenant thereto on the property described in Exhibit "A" attached hereto, which when completed shall consist of 16 separatley designated condominium units, as shown on the revised Plat for said Regime, attached hereto and marked Exhibit "B", making a total of 40 condominium units in the Regime. Pursuant to the provisions of said paragraph 2.11 of Article II of said original Declaration, Declarant hereby annexes and merges said additional property as described by Exhibit "A" attached hereto, with the property covered by said original Declaration, and reallocates the percentage of ownership interest in the Common Areas, as expanded by annexation, according to the percentages shown by Exhibit "C" attached hereto.

In all other respects, said original Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its President, this 16th day of May, 1982.

ATTEST:

Robert W. McDonald, III
Secretary

MCDONALD-RUTLEDGE INVESTMENTS, INC.

BY:
S. E. Rutledge, President

THE STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on 19th, 1982 by S. E. RUTLEDGE, President of MCDONALD-RUTLEDGE INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

Wm. Z. Fitzgerald

(typed or printed name of Notary)

My commission expires: 9-25-84

EXHIBIT "A"

Being all of Lot No. Two (2) of PECAN CREEK ADDITION, in Hays County, Texas, according to the map or plat recorded in Volume 2, page 220, of the Plat Records of Hays County, Texas.

EXHIBIT "B"

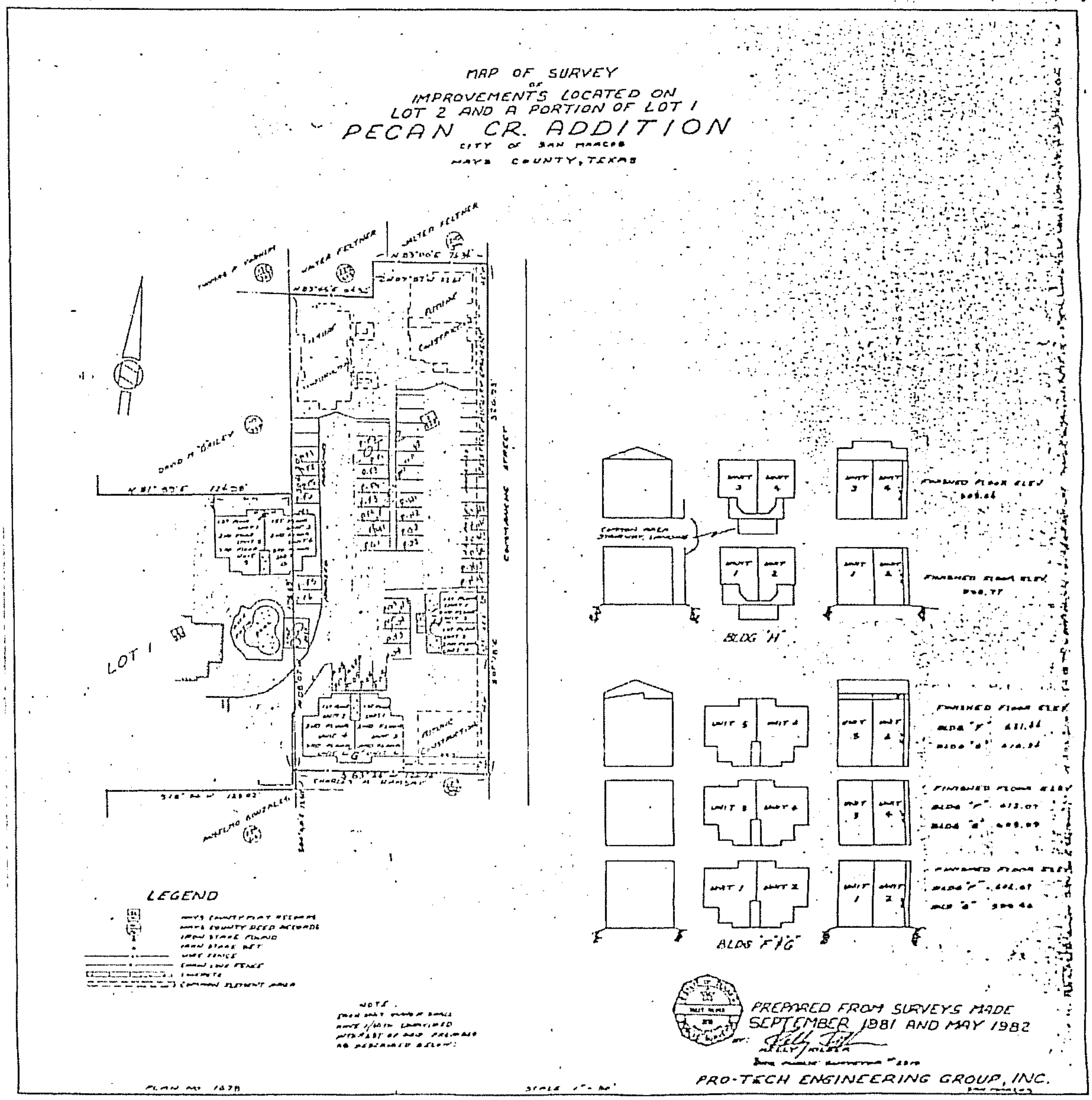

MAP OF SURVEY
OF
IMPROVEMENTS LOCATED ON
LOT 2 AND A PORTION OF LOT 1
PECAN CR. ADDITION
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
LOT 1
COMANCHE STREET
BLDG "H"
BLDS "F"/"G"
LEGEND
NOTE
PREPARED FROM SURVEYS MADE
SEPTEMBER 1981 AND MAY 1982
PRO-TECH ENGINEERING GROUP, INC.

EXHIBIT "C"

	Interest in Common Elements and Limited Elements		Interest in Common Elements and Limited Elements
Unit A-1	2.50%	Unit F-1	2.50%
Unit A-2	2.50%	Unit F-2	2.50%
Unit A-3	2.50%	Unit F-3	2.50%
Unit A-4	2.50%	Unit F-4	2.50%
Unit B-1	2.50%	Unit F-5	2.50%
Unit B-2	2.50%	Unit F-6	2.50%
Unit B-3	2.50%	Unit G-1	2.50%
Unit B-4	2.50%	Unit G-2	2.50%
Unit C-1	2.50%	Unit G-3	2.50%
Unit C-2	2.50%	Unit G-4	2.50%
Unit C-3	2.50%	Unit G-5	2.50%
Unit C-4	2.50%	Unit G-6	2.50%
Unit C-5	2.50%	Unit H-1	2.50%
Unit C-6	2.50%	Unit H-2	2.50%
Unit D-1	2.50%	Unit H-3	2.50%
Unit D-2	2.50%	Unit H-4	2.50%
Unit D-3	2.50%		
Unit D-4	2.50%		
Unit D-5	2.50%		
Unit D-6	2.50%		
Unit E-1	2.50%		
Unit E-2	2.50%		
Unit E-3	2.50%		
Unit E-4	2.50%		

FILED
HAYS COUNTY, TEXAS
'82 MAY 19 PM 1 16
Lydell B. Clayton
COUNTY CLERK

STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me

May 20 1982
Lydell B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

8-28-82
1 123
123

THIRD AMENDED CONDOMINIUM DECLARATION

FOR 161292

PECAN CREEK CONDOMINIUMS

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT, WHEREAS, MCDONALD-RUTLEDGE INVESTMENTS, INC., a Texas corporation, having its principal office at 217 Moore Street, San Marcos, Texas, hereinafter called "Declarant", executed a Condominium Declaration for Pecan Creek Condominiums, which Declaration is dated September 23, 1981, and is recorded in Volume 1, pages 69-110, Condominium Records of Hays County, Texas; and

WHEREAS, said Condominium Declaration established a Condominium Regime for the property described therein, which consists of Three (3) multifamily buildings and other improvements appurtenant thereto on said property, with a total of 14 separately designated Condominium units; and

WHEREAS, paragraph 2.11 of said Declaration entitled "Reservation of Right of Merger and Annexation," reserved the right in Declarant to annex an additional tract or tracts out of adjoining land as described in Exhibit "E" attached thereto, for the purpose of establishing, annexing and merging an additional Condominium Regime; and

WHEREAS, Declarant has heretofore annexed portions of the property which was described in Exhibit "E" of said Declaration, by First Amended Condominium Declaration for Pecan Creek Condominiums, dated January 19, 1982 and recorded in Volume 1, page 111, Condominium Records of Hays County, Texas; and by the Second Amended Condominium Declaration for Pecan Creek Condominiums, dated August 24, 1982 and recorded in Volume 1, page 117, Condominium Records of Hays County, Texas.

WHEREAS, Declarant is now desirious of annexing an additional portion of the property which was described in Exhibit "E" of said Declaration, which portion being annexed is described by Exhibit "A" attached hereto, which annexation will also involve a reallocation of the percentage of ownership interest in the Common Areas, as expanded by annexation, among all Units in the Condominium, as expanded by annexation;

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A", and all improvements thereon, to the provisions of the Condominium Act of the State of Texas, Article 1301a, Revised Civil Statutes of Texas, and the Condominium Regime, as set out in said original Declaration, and does hereby declare that all the terms, covenants, conditions, easements, restrictions, uses, limitations and obligations of said original Declaration except as hereby amended shall apply to said property in the same manner as if the property described by Exhibit "A" hereto had been a part of the original Regime established by said Declaration.

Declarant is constructing 2 multifamily buildings and other improvements appurtenant thereto on the property described in Exhibit "A" attached hereto, which when completed shall consist of 8 separately designated condominium units, as shown on the revised Plat for said Regime, attached hereto and marked Exhibit "B", making a total of 48 condominium units in the Regime. Pursuant to the provisions of said paragraph 2.11 of Article II of said original Declaration, Declarant hereby annexes and merges said additional property as described by Exhibit "A" attached hereto, with the property covered by said original Declaration, and reallocates the percentage of ownership interest in the Common Areas, as expanded by annexation, according to the percentages shown by Exhibit "C" attached hereto.

In all other respects, said original Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its President, this 24th day of August, 1982.

ATTEST:

Robert W. McDonald, III

MCDONALD-RUTLEDGE INVESTMENTS, INC.

BY:

S. E. RUTLEDGE, President

THE STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on August 24, 1982 by S. E. RUTLEDGE, President of MCDONALD-RUTLEDGE INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

Wm. Z. Fitzgerald

(typed or printed name of Notary)

My commission expires: 9-25-84

EXHIBIT "A"

Being all of Lot No. Two (2) of PECAN CREEK ADDITION, in Hays County, Texas, according to the map or plat recorded in Volume 2, page 220, of the Plat Records of Hays County, Texas.

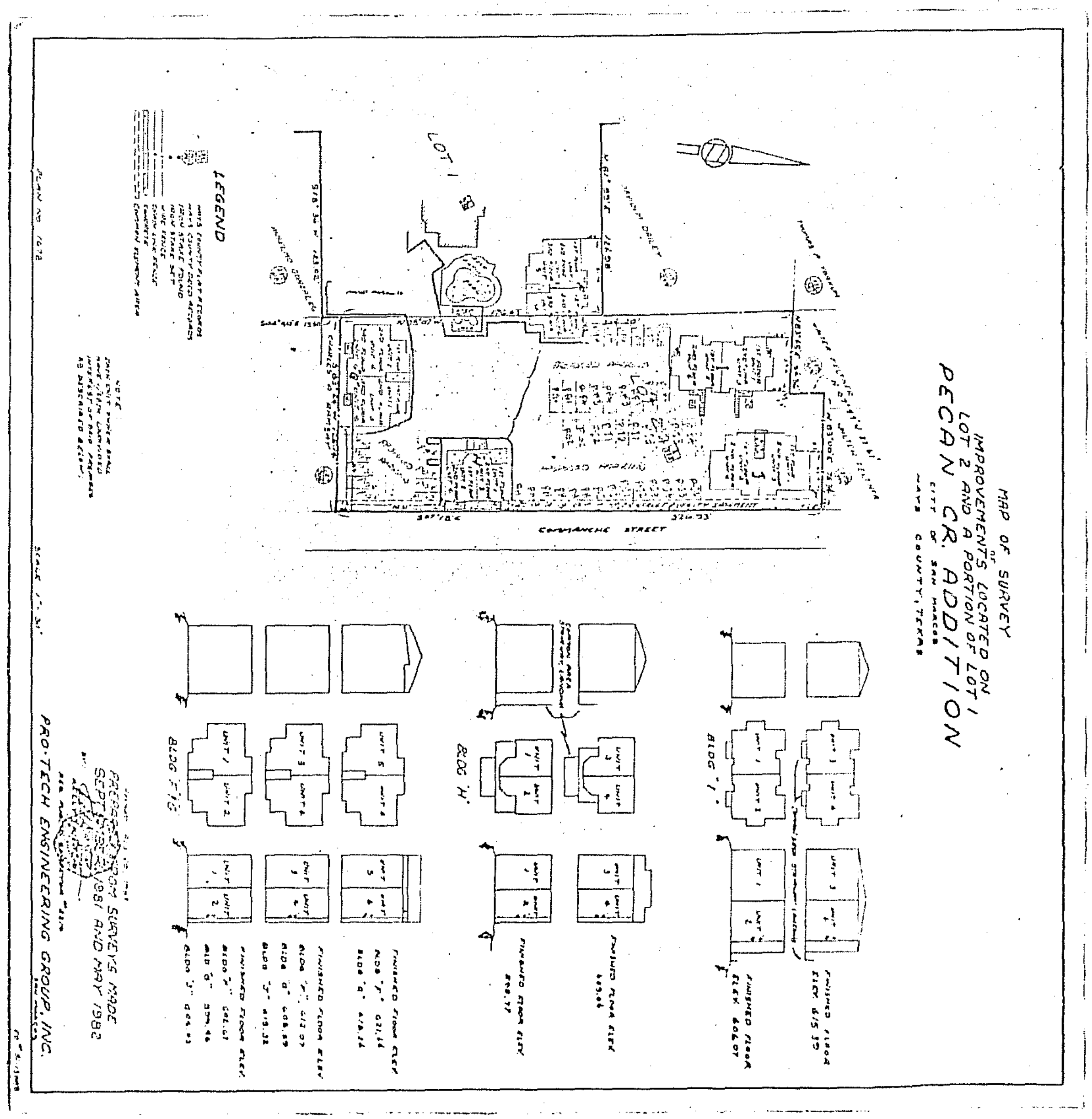

MAP OF SURVEY
IMPROVEMENTS LOCATED ON
LOT 2 AND A PORTION OF LOT 1
PECAN CR. ADDITION
HAYS COUNTY, TEXAS
COMANCHE STREET
LOT 1
LEGEND
BLDG 'I'
BLDG 'H'
BLDG 'F','G'
PREPARED FROM SURVEYS MADE
SEPT 1981 AND MAY 1982
PRO-TECH ENGINEERING GROUP, INC.

EXHIBIT "B"

EXHIBIT "C"

	Interest in Common Elements and Limited Elements		Interest in Common Elements and Limited Elements
Unit A-1	2.083%	Unit F-1	2.083%
Unit A-2	2.083%	Unit F-2	2.083%
Unit A-3	2.083%	Unit F-3	2.083%
Unit A-4	2.083%	Unit F-4	2.083%
Unit B-1	2.083%	Unit F-5	2.083%
Unit B-2	2.083%	Unit F-6	2.083%
Unit B-3	2.083%	Unit G-1	2.083%
Unit B-4	2.083%	Unit G-2	2.083%
Unit C-1	2.083%	Unit G-3	2.083%
Unit C-2	2.083%	Unit G-4	2.083%
Unit C-3	2.083%	Unit G-5	2.083%
Unit C-4	2.083%	Unit G-6	2.083%
Unit C-5	2.083%	Unit H-1	2.083%
Unit C-6	2.083%	Unit H-2	2.083%
Unit D-1	2.083%	Unit H-3	2.083%
Unit D-2	2.083%	Unit H-4	2.083%
Unit D-3	2.083%	Unit I-1	2.083%
Unit D-4	2.083%	Unit I-2	2.083%
Unit D-5	2.083%	Unit I-3	2.083%
Unit D-6	2.083%	Unit I-4	2.083%
Unit E-1	2.083%	Unit J-1	2.083%
Unit E-2	2.083%	Unit J-2	2.083%
Unit E-3	2.083%	Unit J-3	2.083%
Unit E-4	2.083%	Unit J-4	2.083%

'82 AUG 24 AM 11 37

STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me.

August 25, 1982

COUNTY CLERK
HAYS COUNTY, TEXAS

#353
9-14-82
$73.00

161993

1 165

FOURTH AMENDED CONDOMINIUM DECLARATION

FOR

PECAN CREEK CONDOMINIUMS

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

That, WHEREAS, MCDONALD-RUTEEDGE INVESTMENTS, INC., a Texas corporation, having its principal office at 217 Moore Street, San Marcos, Texas, hereinafter called "Declarant", executed a Condominium Declaration for Pecan Creek Condominiums, which Declaration is dated September 23, 1981, and is recorded in Volume 1, Pages 69-110, Condominium Records of Hays County, Texas; and

WHEREAS, said Condominium Declaration established a Condominium Regime for the property described therein, which consists of Three (3) multifamily buildings and other improvements appurtenant thereto on said property, with a total of 14 separately designated Condominium units; and

WHEREAS, two (2) additional tracts have previously been merged into said Condominium Regime and said Condominium Declaration has heretofore been amended in accordance with paragraph 2.11 of said Declaration, by instruments recorded in Volume 1, Page 111, and Volume 1, Page 117, Condominium Records of Hays County, Texas; and

WHEREAS, Declarant desires to substitute a tract of 0.28 acre of land, adjacent to the condominium project, which was not described in Exhibit "E" to said original Declaration, which tract is described by Exhibit "A" attached hereto, for the tract of 35,800 square feet of land which was included in Exhibit "E" to said original Declaration, which tract is described by Exhibit "B" attached hereto; the substitution of which 0.28 acre tract of land for said 35,800 square feet tract of land requires an amendment in accordance with paragraphs 7.7 (b) and 8.1 of said Declaration; and

WHEREAS, paragraph 8.1 of said original Declaration provides for the amendment of said Declaration with the approval of the owners of an aggregate interest of ninety (90) per cent of the Common Elements, and paragraph 7.7 (b) requires the written approval of any First Mortgagees to such amendment;

NOW, THEREFORE, Declarant does hereby substitute the said 0.28 acre tract as described by Exhibit "A", for the 35,800 square foot tract as described by Exhibit "B", so that hereafter said 0.28 acre tract of land may be merged and annexed into said Condominium Regime in accordance with paragraph 2.11 of said original Declaration, and said 35,800 square foot tract shall no longer be susceptible to merger and annexation in accordance with paragraph 2.11;

In all other respects, said original Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its President, this 26 day of July, 1982.

ATTEST: MCDONALD-RUTLEDGE INVESTMENTS, INC.

BY: President

ROBERT W. MCDONALD, III, Secretary

S. E. RUTLEDGE, President

THE STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledge before me on July 26, 1982 by S. E. RUTLEDGE, President of MCDONALD-RUTLEDGE INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC, Hays County, Texas

Wm. Z Fitzgerald

(typed or stamped name of Notary)

My commission expires: 9-25-84

Office of
KELLY KILBER
County Surveyor
392-3391

San Marcos, Texas 78666

REVISED
FIELD NOTE DESCRIPTION
OF A SURVEY OF
0.28 ACRES OF LAND
OUT OF
LOT 7 AND LOT 8, BLOCK 19
ORIGINAL TOWN OF SAN MARCOS
HAYS COUNTY, TEXAS

BEING ALL OF THAT TRACT OF LAND DESCRIBED AS 12 FEET OFF OF THE SOUTH END OF LOT 7, BLOCK 19, ORIGINAL TOWN OF SAN MARCOS, AS CONVEYED TO CHARLES R. RAMSAY BY A.M. RAMSAY BY DEED DATED OCTOBER 17, 1971, AND RECORDED IN VOLUME 127, PAGE 304, HAYS COUNTY DEED RECORDS; ALL OF THAT TRACT OF LAND DESCRIBED AS THE EAST 1/4 OF LOT 8, BLOCK 19, ORIGINAL TOWN OF SAN MARCOS, AS CONVEYED TO CHARLES R. RAMSAY BY W.F. LOVETT, ET AL, BY DEED DATED DECEMBER 7, 1939, AND RECORDED IN VOLUME 121, PAGE 213, HAYS COUNTY DEED RECORDS; AND ALL OF THAT TRACT OF LAND DESCRIBED AS THE WEST 1/2 OF THE EAST 1/2 OF LOT 8, BLOCK 19, ORIGINAL TOWN OF SAN MARCOS, AS CONVEYED TO LAURA L. ROBERTS BY BOBBIE KIRK BY DEED DATED SEPTEMBER 21, 1976, AND RECORDED IN VOLUME 289, PAGE 387, HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at an iron stake found at fence corner for the Southwest corner of the said Ramsay tract, recorded in Volume 127, Page 304, same being the Northwest corner of the said Roberts tract, and being on the common line between the said Lots 7 and 8;

THENCE, leaving the said Roberts tract, with fence and the West line of the said Ramsay tract, recorded in Volume 127, Page 304, N 07° 33' W, 13.36 feet, to an iron stake found under fence, for the Northwest corner of the tract herein described, same being the Northwest corner of the said Ramsay tract, recorded in Volume 127, Page 304;

THENCE, leaving fence, with the North line of the said Ramsay tract, recorded in Volume 127, Page 304, N 82° 55' E, at about 47 feet passing the West wall of an old tin shed, at about 67 feet passing the East wall of the said old tin shed, at about 77 feet joining fence at 125.00 feet passing an iron stake found, and continuing on in all 126.32 feet, to an iron stake set on the Occupational Limits of the West side of Commanche Street, for the Northeast corner of the tract herein described, same being the Northeast corner of the said Ramsay tract, recorded in Volume 127, Page 304;

THENCE, leaving fence, with the said Occupational Limits of the West side of Commanche Street, S 07° 47' E, at about 13 feet, passing the Southeast corner of the said Ramsay tract recorded in Volume 127, Page 304, same being the Northeast corner of the aforementioned Ramsay tract, recorded in Volume 121, Page 213, at the record location of the common East corner of the said Lots 7 and 8, and continuing on in all 96.70 feet, to an iron stake set for the Southeast corner of the tract herein described, same being the Southeast corner of the said Ramsay tract, recorded in Volume 121, Page 213, and the common East corner of Lots 8 and 9, of the said Block 19;

THENCE, leaving Commanche Street, with the common line between the said Lots 8 and 9 and the South line of the said Ramsay tract, recorded in Volume 121, Page 213, S 82° 56' W, at about 64 feet, passing the Southwest corner of the said Ramsay tract, recorded in Volume 121, Page 213, same being the Southeast corner of the aforementioned Roberts tract, and continuing on with the South line of the said Roberts tract, in all 126.39 feet, to an iron stake set for the Southwest corner of the tract herein described, same being the Southwest corner of the said Roberts tract;

THENCE, with the West line of the said Roberts tract, N 07° 47' W, 83.33 feet, to the POINT OF BEGINNING containing 0.28 acres of land. Surveyed October, 1978.

By

Kelly Kilber, P.E.
Hays County Surveyor

REVISED NOVEMBER 8, 1978
CHARLES R. RAMSAY
76-13263
FB 77 PG 41
PLAN #502

FIELD NOTE DESCRIPTION OF A SURVEY OF 35,803 SQUARE FEET OF LAND, MORE OR LESS, IN THE J.M. VERAMENDI LEAGUE NUMBER 1, HAYS COUNTY, TEXAS, BEING A PORTION OF BLOCK 19 IN THE ORIGINAL TOWN OF SAN MARCOS AND A PORTION OF FARM LOT 19 IN THE CITY OF SAN MARCOS, SAID TRACT BEING THAT TRACT CONVEYED BY B. MANFORD DAILEY, ET UX TO DAVID M. DAILEY, ET UX BY DEED DATED SEPTEMBER 29, 1938 AND RECORDED IN VOLUME 117 PAGE 259 OF THE HAYS COUNTY DEED RECORDS, AND THAT TRACT CONVEYED BY ESTATE OF DAISY SWIFT DAILEY TO DAVID M. DAILEY BY PROBATE OF WILL CAUSE #2852 DATED JUNE 27, 1957 AND RECORDED IN VOLUME 37 PAGE 133 PROBATE MINUTES OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron bolt found in a concrete border curb for the southwesterly corner of this tract and the Dailey tract recorded in Volume 117 Page 259, the northwest corner of that tract called Share #2 conveyed to Julia Terrell Barron by partition deed dated April 29, 1937 and recorded in Volume 115 Page 131 of the Hays County Deed Records, and on the southeast line of San Antonio Street;

THENCE leaving the PLACE OF BEGINNING and the Terrell Barron tract as shown on Plat Number 557-1-C dated May 10, 1978 prepared for Russell Saunders by James E. Byrn and Associates N24°30'E 173.50 feet with the southeast line of San Antonio Street to an iron rod set at the base of a cutoff cedar post at the end of a concrete border curb for the northwest corner of this tract and that Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes, the southwest corner of that tract conveyed by T.P. Dailey to Fannie Yoakum by deed dated September 6, 1927 and recorded in Volume 94 Page 325 of the Hays County Deed Records, pass at 50.1 feet the northwest corner of the Dailey tract recorded in Volume 117 Page 259, and the southwest corner of the Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes, from which iron rod the northwest corner of Block 19 of the Original Town of San Marcos bears N24°30'E 72.88 feet;

THENCE leaving San Antonio Street S71°00'E 43.75 feet with the common line of the Dailey tract recorded in Volume 37 Page 113 of the Probate Minutes and the Fannie Yoakum tract to a cyclone fence corner post for a salient corner of this tract and the Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes and a re-entrant corner of the Fannie Yoakum tract;

THENCE S09°15'E 84.40 feet with the cyclone fence recognized as being 25 years old and being the common property line of the Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes and the Fannie Yoakum tract by mutual agreement between David M. Dailey and T.P. Yoakum according to David M. Dailey and T.P. Yoakum in conversation with Eugene J. Heinemann on May 1 and 2, 1978, to a cyclone fence corner post for a re-entrant corner of this tract and the Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes and the southwest corner of the Fannie Yoakum tract;

THENCE N81°15'E 119.43 feet with a north line of the Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes with the cyclone fence to a cyclone fence corner post for the northeast corner of this tract and the Dailey tract recorded in Volume 37 Page 133 of the Probate Minutes and the southeast corner of that tract conveyed to T.P. Yoakum by deed recorded in Volume 132 Page 347 of the Hays County Deed Records, pass at approximately 57 feet the southeast corner of the Fannie Yoakum tract and the southwest corner of the T.P. Yoakum tract;

THENCE leaving the T.P. Yoakum tract with the most easterly line of this tract the following two calls:

1. S06°37'E 16.91 feet with a cyclone fence to an iron rod found at a cyclone fence corner,
2. S08°39'E 127.90 feet with an old net and barbed wire fence to an iron rod found at a fence corner post for the southeast corner of this tract and the Dailey tract recorded in Volume 117 Page 259, the northeast corner of that tract called Share #2 conveyed to Julia Terrell Barron by the aforementioned partition deed, pass at 72.4 feet the southeast corner of the Dailey tract conveyed in cause #2852 recorded in Volume 37 Page 133 of the Probate Minutes and the northeast corner of the Dailey tract recorded in Volume 117 Page 259;

THENCE with the south line of the Dailey tract recorded in Volume 117 Page 259 and the north line of the Terrell Barron tract the following three courses:

1. S81°48'W 125.65 feet with a net wire fence to an iron rod found at a fence corner post for a salient corner of this tract on the common line of Block 19 and Farm Lot 19,
2. N08°16'W 13.10 feet with a fence to an iron rod found at a fence post, from which an iron pipe found for a north salient corner of the Dailey tract recorded in Volume 117 Page 259 bears N07°06'W 60.0 feet,
3. N63°30'W 156.28 feet to the PLACE OF BEGINNING.

There are contained within these metes and bounds 35,800 square feet of land, more or less, as surveyed on the ground during May 1978 under the direction of James E. Byrn, Registered Public Surveyor Number 1810-C of James E. Byrn and Associates, San Marcos, Texas.

STATE OF TEXAS
JAMES E. BYRN
1810-C
SURVEYOR

TRACT THREE: BEING lot No. Two (2), of Pecan Creek Addition, a subdivision in the City of San Marcos, Hays County, Texas, according to the map or plat thereof recorded in Vol. 2, page 220, Hays County Plat Records.

FIFTH AMENDED CONDOMINIUM DECLARATION

FOR

PECAN CREEK CONDOMINIUMS

THE STATE OF TEXAS §
COUNTY OF HAYS § KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, MCDONALD-RUTLEDGE INVESTMENTS, INC., a Texas corporation, having its principal office at 217 Moore Street, San Marcos, Texas, hereinafter called "Declarant", executed a Condominium Declaration for Pecan Creek Condominiums, which Declaration is dated September 23, 1981, and is recorded in Volume 1, pages 69-110, Condominium Records of Hays County, Texas; and

WHEREAS, said Condominium Declaration established a Condominium Regime for the property described therein, which consists of Three (3) multifamily buildings and other improvements appurtenant thereto on said property, with a total of 14 separately designated Condominium units; and

WHEREAS, Declarant has heretofore annexed portions of the property which was described in Exhibit "E" of said Declaration, by First Amended Condominium Declaration for Pecan Creek Condominiums, dated January 19, 1982 and recorded in Volume 1, page 111, Condominium Records of Hays County, Texas; by the Second Amended Condominium Declaration for Pecan Creek Condominiums, dated August 24, 1982 and recorded in Volume 1, page 117, Condominium Records of Hays County, Texas; and by the Third Amended Condominium Declaration for Pecan Creek Condominiums, dated August 27, 1982 and recorded in Volume 1, page 123, Condominium Records of Hays County, Texas.

WHEREAS, Declarant is now desirous of annexing an additional portion of the property which was not described in Exhibit "E" of said Declaration, which portion being annexed is described by Exhibit "A" attached hereto, which annexation will also involve a reallocation of the percentage of ownership interest in the Common Areas, as expanded by annexation, among all Units in the Condominium, as expanded by annexation; and which annexation is authorized by the Fourth Amended Condominium

Declaration for Pecan Creek Condominium, dated July 26, 1982, and recorded in Volume 1, page 165, Condominium Records of Hays County, Texas.

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A", and all improvements thereon, to the provisions of the Condominium Act of the State of Texas, Article 1301a, Revised Civil Statutes of Texas, and the Condominium Regime, as set out in said original Declaration, and does hereby declare that all the terms, covenants, conditions, easements, restrictions, uses, limitations and obligations of said original Declaration except as hereby amended shall apply to said property in the same manner as if the property described by Exhibit "A" hereto had been a part of the original Regime established by said Declaration.

Declarant is constructing 2 multifamily buildings and other improvements appurtenant thereto on the property described in Exhibit "A" attached hereto, which when completed shall consist of 8 separately designated condominium units, as shown on the revised Plat for said Regime, attached hereto and marked Exhibit "B", making a total of 56 condominium units in the Regime. Pursuant to the provisions of said Fourth Amended Condominium Declaration, Declarant hereby annexes and merges said additional property as described by Exhibit "A" attached hereto, with the property covered by said original Declaration, and reallocates the percentage of ownership interest in the Common Areas, as expanded by annexation, according to the percentages shown by Exhibit "C" attached hereto.

In all other respects, said original Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its President, this 14 day of ~~August~~ September, 1982.

ATTEST:

Robert W. McDonald III

MCDONALD-RUTLEDGE INVESTMENTS, INC.

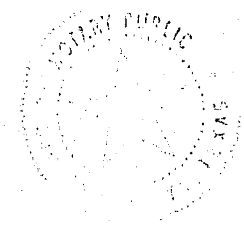
BY:

S. E. RUTLEDGE, President

THE STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on ~~August~~ September 14, 1982 by S. E. RUTLEDGE, President of MCDONALD-RUTLEDGE INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.



NOTARY PUBLIC, State of Texas

Wm. Z. Fitzgerald
(typed or printed name of Notary)
My commission expires: 9-25-84

Office of
KELLY KILBER
County Surveyor
392-3391

San Marcos, Texas 78666

REVISED
FIELD NOTE DESCRIPTION
OF A SURVEY OF
0.28 ACRES OF LAND
OUT OF
LOT 7 AND LOT 8, BLOCK 19
ORIGINAL TOWN OF SAN MARCOS
HAYS COUNTY, TEXAS

BEING ALL OF THAT TRACT OF LAND DESCRIBED AS 12 FEET OFF OF THE SOUTH END OF LOT 7, BLOCK 19, ORIGINAL TOWN OF SAN MARCOS, AS CONVEYED TO CHARLES R. RAMSAY BY A.M. RAMSAY BY DEED DATED OCTOBER 17, 1971, AND RECORDED IN VOLUME 127, PAGE 304, HAYS COUNTY DEED RECORDS; ALL OF THAT TRACT OF LAND DESCRIBED AS THE EAST 1/4 OF LOT 8, BLOCK 19, ORIGINAL TOWN OF SAN MARCOS, AS CONVEYED TO CHARLES R. RAMSAY BY W.F. LOVETT, ET AL, BY DEED DATED DECEMBER 7, 1939, AND RECORDED IN VOLUME 121, PAGE 213, HAYS COUNTY DEED RECORDS; AND ALL OF THAT TRACT OF LAND DESCRIBED AS THE WEST 1/2 OF THE EAST 1/2 OF LOT 8, BLOCK 19, ORIGINAL TOWN OF SAN MARCOS, AS CONVEYED TO LAURA L. ROBERTS BY BOBBIE KIRK BY DEED DATED SEPTEMBER 21, 1976, AND RECORDED IN VOLUME 289, PAGE 387, HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at an iron stake found at fence corner for the Southwest corner of the said Ramsay tract, recorded in Volume 127, Page 304, same being the Northwest corner of the said Roberts tract, and being on the common line between the said Lots 7 and 8;

THENCE, leaving the said Roberts tract, with fence and the West line of the said Ramsay tract, recorded in Volume 127, Page 304, N 07° 33' W, 13.36 feet, to an iron stake found under fence, for the Northwest corner of the tract herein described, same being the Northwest corner of the said Ramsay tract, recorded in Volume 127, Page 304;

THENCE, leaving fence, with the North line of the said Ramsay tract, recorded in Volume 127, Page 304, N 82° 55' E, at about 47 feet passing the West wall of an old tin shed, at about 67 feet passing the East wall of the said old tin shed, at about 77 feet joining fence at 125.00 feet passing an iron stake found, and continuing on in all 126.32 feet, to an iron stake set on the Occupational Limits of the West side of Commanche Street, for the Northeast corner of the tract herein described, same being the Northeast corner of the said Ramsay tract, recorded in Volume 127, Page 304;

THENCE, leaving fence, with the said Occupational Limits of the West side of Commanche Street, S 07° 47' E, at about 13 feet, passing the Southeast corner of the said Ramsay tract recorded in Volume 127, Page 304, same being the Northeast corner of the aforementioned Ramsay tract, recorded in Volume 121, Page 213, at the record location of the common East corner of the said Lots 7 and 8, and continuing on in all 96.70 feet, to an iron stake set for the Southeast corner of the tract herein described, same being the Southeast corner of the said Ramsay tract, recorded in Volume 121, Page 213, and the common East corner of Lots 8 and 9, of the said Block 19;

THENCE, leaving Commanche Street, with the common line between the said Lots 8 and 9 and the South line of the said Ramsay tract, recorded in Volume 121, Page 213, S 82° 56' W, at about 64 feet, passing the Southwest corner of the said Ramsay tract, recorded in Volume 121, Page 213, same being the Southeast corner of the aforementioned Roberts tract, and continuing on with the South line of the said Roberts tract, in all 126.39 feet, to an iron stake set for the Southwest corner of the tract herein described, same being the Southwest corner of the said Roberts tract;

THENCE, with the West line of the said Roberts tract, N 07° 47' W, 83.33 feet, to the POINT OF BEGINNING containing 0.28 acres of land. Surveyed October, 1978.

By Kelly Kilber
Kelly Kilber, P.E.
Hays County Surveyor

REVISED NOVEMBER 8, 1978
CHARLES R. RAMSAY
76-13263
FB 77 PG 41
PLAN #502

1 266

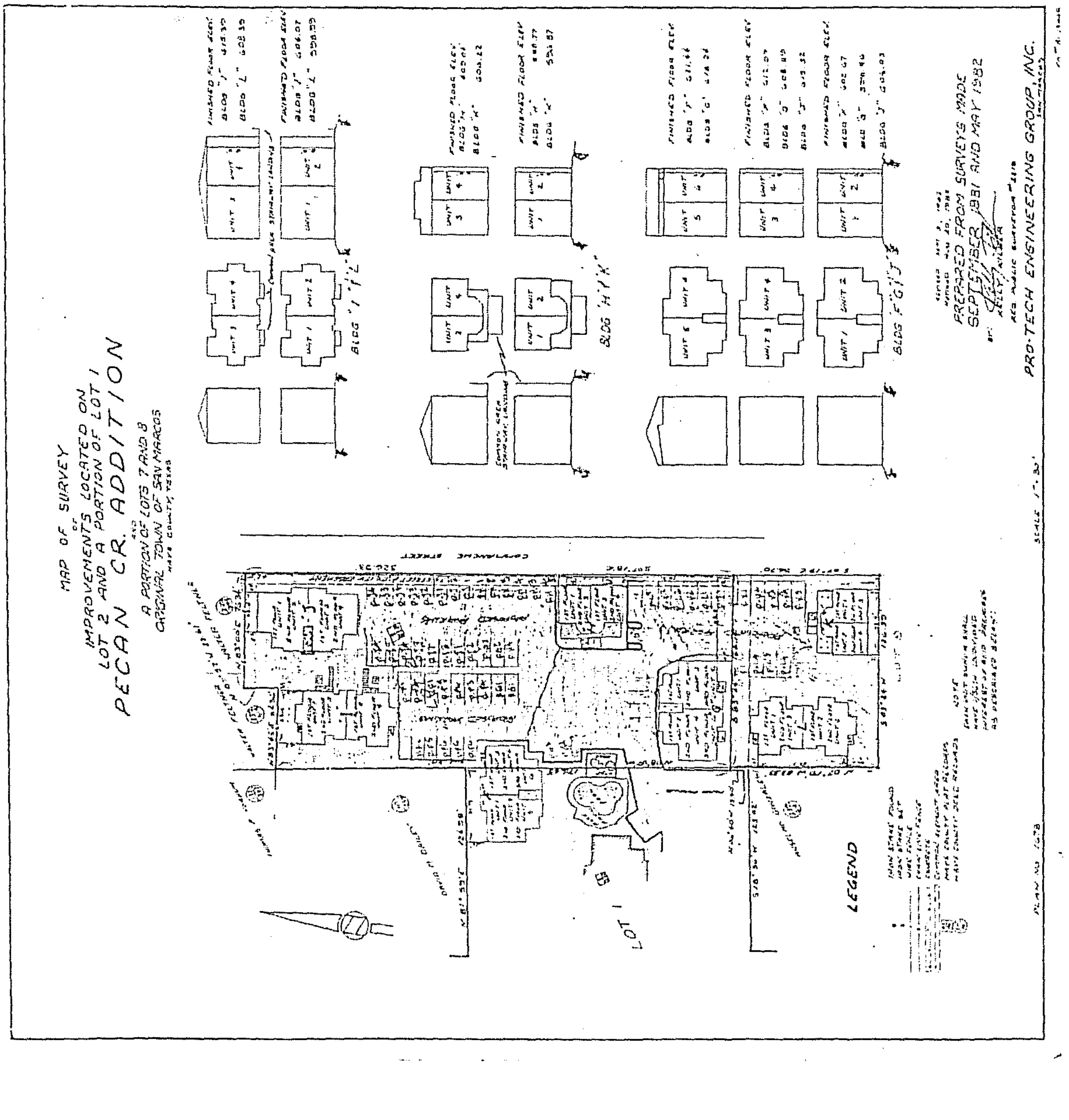


EXHIBIT "B"

EXHIBIT "C"

	Interest in Common Elements and Limited Elements		Interest in Common Elements and Limite Elements
Unit A-1	1.7857%	Unit G-1	1.7857%
Unit A-2	1.7857%	Unit G-2	1.7857%
Unit A-3	1.7857%	Unit G-3	1.7857%
Unit A-4	1.7857%	Unit G-4	1.7857%
Unit B-1	1.7857%	Unit G-5	1.7857%
Unit B-2	1.7857%	Unit G-6	1.7857%
Unit B-3	1.7857%	Unit H-1	1.7857%
Unit B-4	1.7857%	Unit H-2	1.7857%
Unit C-1	1.7857%	Unit H-3	1.7857%
Unit C-2	1.7857%	Unit H-4	1.7857%
Unit C-3	1.7857%	Unit I-1	1.7857%
Unit C-4	1.7857%	Unit I-2	1.7857%
Unit C-5	1.7857%	Unit I-3	1.7857%
Unit C-6	1.7857%	Unit I-4	1.7857%
Unit D-1	1.7857%	Unit J-1	1.7857%
Unit D-2	1.7857%	Unit J-2	1.7857%
Unit D-3	1.7857%	Unit J-3	1.7857%
Unit D-4	1.7857%	Unit J-4	1.7857%
Unit D-5	1.7857%	Unit K-1	1.7857%
Unit D-6	1.7857%	Unit K-2	1.7857%
Unit E-1	1.7857%	Unit K-3	1.7857%
Unit E-2	1.7857%	Unit K-4	1.7857%
Unit E-3	1.7857%	Unit L-1	1.7857%
Unit E-4	1.7857%	Unit L-2	1.7857%
Unit F-1	1.7857%	Unit L-3	1.7857%
Unit F-2	1.7857%	Unit L-4	1.7857%
Unit F-3	1.7857%		
Unit F-4	1.7857%		
Unit F-5	1.7857%		
Unit F-6	1.7857%		

1 266

FILED
HAYS COUNTY
'82 SEP 14 PM 1 10
COUNTY CLERK

STATE OF TEXAS }
COUNTY OF HAYS }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me

September 15, 1982

COUNTY CLERK
HAYS COUNTY, TEXAS