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devices and assigns.

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

referred to as the "Common Elements" or "Common Areas" defined in Paragraph 1.1 hereof, and which are hereinafter collectively both limited Common Elements and General Elements, as hereinafter thereof, as tenants in common, of all the remaining property, which includes (11) Buildings and the co-ownership by the individual and separate Unit Owners in each of the Units, herein called the "Condominium Regime", in the eleven ownership in fee simple of estates consisting of the area or space contained WHEREAS, Declarant does hereby establish a plan for the individual

and which will be known as CRIPPLE CREEK CONDOMINIUMS; and consist of one hundred fifty-six (156) separately designated Condominium Units on the Property described in said Exhibit "A", which when completed shall eleven (11) multifamily buildings and other improvements appurtenant thereto WHEREAS, Declarant has prepared plans for the conversion of a cluster of

Code, herein called the "Act"; and Condominium Act of the State of Texas, Title 7, Chapter 81, Texas Property WHEREAS, Declarant desires to establish a Condominium Regime under the which by this reference is made a part hereof; and

County of Brazos, State of Texas, being described more fully on Exhibit "A", called "Declarant", is the owner of certain real property situated in the principal office in care of P. O. Box 4106, Bryan, Texas, 77805, hereinafter THAT, WHEREAS STANFORD ASSOCIATES, INC., a Texas corporation, having its

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

CONDOMINIUM DECLARATION
FOR
CRIPPLE CREEK CONDOMINIUMS

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. "Board" or "Board of Directors" shall refer to the Board of Directors of CRIPPLE CREEK OWNERS ASSOCIATION, INC.

b. "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 by each Unit Owner of the Association, as provided in Paragraph 5.4a herein. This shall also include charges assessed against each Unit Owner to maintain a reserve for replacement fund and to cover costs incurred by the Association to participate in any condemnation suit, as provided in Paragraph 6.3 hereof.

c. "Common Elements" means and includes all of the Property described in Exhibit "A", and all of the improvements thereto and thereon located, excepting all Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements.

d. "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 and addition to the Common Elements (including unpaid special 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.

e. "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.

DEFINITIONS AND TERMS

ARTICLE I

f. "Condominium Owners Association" or "Association" means Cripple Creek Owners 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.

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

h. "Conversion 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.

i. "Declarant" shall mean STANFORD ASSOCIATES, INC., a Texas corporation, or its successors or assigns, who is developing the Property as a condominium.

j. "Declaration" shall mean this Condominium Declaration Instrument.

k. "General Common Elements" means a part of the Common Elements and includes:

(1) The real property described in Exhibit "A" attached hereto, less and except the Units;

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

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

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

(5) 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, laundry room, swimming pool, storage space, tennis courts, and the like;

herein. It is expressly agreed and each and every purchaser of a same being herewith filed, labeled Exhibit "B" and incorporated, diagrammatic plan depicting a part of, or all of, the improvements, improvements, the floor and elevation plans and any other drawing or the engineering survey of the land, locating thereon all of the

q. "Flat", "Survey Map", "Map" and "Plans" mean or include who owns, of record, title to one (1) or more Condominium Units. p. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof,

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

weighed as herein provided. fifty-one percent (51%) of the votes entitled to be cast, as

n. "Majority of Unit Owners" means those Owners with a Unit.

(2) Parking spaces designated as an appurtenance to

structures as lie outside the Unit boundaries; and fixtures and structures therein, and patio and/or balcony doors, vestibules, windows, entryways, and all associated portions of the perimeter walls, floors and ceilings, Units and serving only such Unit or Units, and such and conduits located entirely within a Unit or adjoining (1) "Air handlers", pipes, ducts, electrical wiring

for the exclusive use of those Owners, which may include:

Owner of a Unit or a certain number of individual Owners of Units, Elements which are reserved for the exclusive use of an individual m. "Limited Common Elements" means and includes those Common

of a first mortgage lien on any Unit in the Condominium Project.

l. "Lienholder" and "First Mortgage" shall mean the holder this Declaration.

upkeep and safety of the Condominium Regime established by. rationally of common use or necessary to the existence,

(8) All other elements of the Buildings desirably or

(7) Unassigned parking spaces; and

common use;

and, in general, all devices or installations existing for (6) All elevators and shafts, garbage incinerators

Unit, his heirs, executors, administrators, assigns and grantees hereby agree that the square footage, size and dimensions of each Unit as set out or shown in this Declaration or in the survey Plans exhibited hereto are approximate and are shown for descriptive purposes only. The Declarant does not warrant, guarantee or represent that any Unit actually contains the area, square footage or dimensions shown by the Plat thereof. Each Purchaser and Owner of a Unit or interest therein agrees that the Unit has been or will be purchased as actually and physically existing at the time such purchase is closed. Each Purchaser of a Unit expressly waives any claim or demand which he may have against the Declarant or any person whatsoever on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the respective Plat thereof exhibited hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purposes whatsoever or in connection with any matter, the existing physical boundaries of the Unit shall be conclusively presumed to be the boundaries regardless of setting, rising or lateral movements of the building, and regardless of variances between boundaries as shown on the Plat and those of the buildings.

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

s. "Special Assessments". In addition to the common assessments described above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of deferring, in whole or in part:

(1) The cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; or

(2) The expense of any other contingencies or unbudgeted costs; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting

c. "Unit" shall mean the elements of an individual Condominium Unit which are not owned in common with the Owners of the other Condominium Units 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 shall be and are the interior surfaces of the perimeter walls, floors, ceilings, window frames, doors, door frames and trim, and exterior surfaces of the patios and balconies; 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 Unit 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

Declaration.

Owner is to be established as set forth in this on a monthly basis. The above mentioned liability of any or remedy. Special assessments may be billed or collected shall require an expenditure by the Association for repair any of the provisions of this Declaration, which breach Unit to the Association for any breach by such Owner of upon any Unit to secure the liability of the Owner of such the authority to establish and fix a special assessment Association, after due notice and hearing, shall also have to the interest in the Common Elements owned by each. The pursuant hereto shall be assessed to Owners in proportion duly called for this purpose. Any amounts assessed

the attached Exhibit "C".

Elements, the percentage or fraction thereof for each Unit being as shown on The Owners of each Unit shall own an undivided interest in said Common referred to as the Common Elements, shall be owned in common by the Owners, identified by letter on the Map. The remaining portion of the Premises, eleven (11) Buildings. Each Unit is identified by number and each Building is hundred fifty-six (156) separately designated Units contained within the

2.2 DESIGNATION OF UNITS. The Property is hereby divided into one

- d. The location of the Limited Common Elements.
- number of the floor and the number of the Unit; and
- floor of each Building showing the letter of the Building, the identification, which information will be depicted by a Plat of such expressing its square footage, and any other data necessary for its
- c. The exterior boundaries and number of each Unit,

Declarant;

- 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

and sets forth:

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

CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS

ARTICLE II

"Apartment" as used in the Act.

this Declaration, shall have the same meaning as the term Condominium Project. It is intended the term "Unit", as used in shall be owned in common by the Owners of the Units in this part of the "Common Elements" of the Property as herein defined, and be separately owned, as all land in this Project shall constitute this Project on which any Unit space or porch space is located shall space or ownership, use or enjoyment thereof. None of the land in disposed of or otherwise treated without affecting any other Unit exclusively to such Unit, any of which may be removed, replaced,

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.

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 CRIPPLE 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.

2.5 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.

2.4 REGULATION OF COMMON AREAS. Portions of the Common Areas are intended as recreation areas, and are improved with green areas, tennis courts, swimming pool, storage space, laundry room, and 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 regulations 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.

2.3 LIMITED COMMON ELEMENTS. Portions of the Common Elements are 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 the assigned automobile parking spaces and patio and balcony structures. Such spaces and structures are allocated and assigned by the Declarant to the respective Units, as indicated on the Plat. 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.

when using such Common Elements, and that part of the Common from such Units and to afford privacy to the occupants of such Units provided in Paragraph 3.8 herein, to afford ingress to and egress any walls) may be altered with written consent of the Board, as together (including, without limitation, portions of any hallway and between and exclusively serving two (2) or more adjacent Units used b. That part of the Common Elements separating and located

- (1) Maintaining his personal professional library;
- (2) Keeping his personal business or professional records or accounts; or
- (3) Handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

a. 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 (2) 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:

2.9 USE AND OCCUPANCY RESTRICTIONS.

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

2.8 GOVERNMENTAL ASSESSMENT.

encumbrances either on the Common Elements or the individual Units. encroachments and easements shall not be considered or determined to be which serves only one (1) Unit. For title or other purposes, such heating and air conditioning equipment, utility lines and similar equipment boundaries of such Unit, including, but not limited to, space occupied by occupied by any part of an Owner's Unit not contained within the physical portion of the General Common Elements and of the Limited Common Elements as it stands, shall and does exist. A valid easement also exists to that

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:

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

(2) 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

(3) 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.

c. 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, receiving rooms, storage space, laundry room, swimming pool, tennis courts, and any other areas designed for specific use shall be used for the purposes approved by the Board.

d. 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.

e. 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:

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

(2) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of

the Board;

nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of (6) Except as expressly provided hereinabove,

written approval of the Board;

exposed to the view of other Unit Owners without the prior located, used or placed on any portion of the Property or reception of any Unit Owner in the Property, shall be may unreasonably interfere with television or radio unlicensed off-road motor vehicles or other items which vehicles, large power equipment or large power tools, exclusively for security purposes), noisy or smoky or other sound devices (other than security devices used provisions, no exterior speakers, horns, whistles, bells limiting the generality of any of the foregoing noise, odor or activity constitutes a nuisance. Without determine in accordance with the By-Laws if any such on the Property, and the Board shall have the right to Owner. No loud noises or noxious odors shall be permitted unreasonable annoyance or a nuisance to any other Unit anything be done therein which may be or become an carried on, in or upon the Common Elements, nor shall (5) No noxious or offensive activity shall be

in accord with the Board's direction;

Board or the written consent of the Managing Agent acting Common Elements without the prior written consent of the be displayed to the public view on or from any Unit or 2.9e(14)(d) of this Declaration, no sign of any kind shall (4) Subject to Declarant's rights under Paragraph

Elements;

(3) No waste shall be committed in or on the Common

in violation of any law;

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

(9) 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 or within the Common Elements in general. 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

screened from view;

except within an enclosed structure or if appropriately allowed to accumulate on any portion of the Property, material, scrap, refuse or trash shall be kept, stored or shrub or tree clippings, plant waste, metals, bulk to be visible to other Property and no lumber, grass, be hung, dried or aired in such a way in the Property as hazard is created. No clothing or household fabrics shall within receptacles designed in such a manner that no fire exterior fires whatsoever except barbecue fires contained vicinity thereof or to its occupants. There shall be no offensive or detrimental to any other Property in the the Property or any portion thereof unsanitary, unsightly, odor shall be permitted to arise therefrom so as to render appropriate areas screened and concealed from view, and no Common Elements, except in sanitary containers located in material shall be kept or permitted upon any Unit or the (8) No rubbish, trash or garbage or other waste

rebuiding of the buildings or any portion thereof;

erected for use in connection with the repair or board; provided, however, that temporary structures may be permanently, except with the prior written consent of the permitted on the Property at any time temporarily or tent, shack, garage, barn or other outbuildings shall be (7) No structure of a temporary character, trailer,

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;

(10) 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;

(11) 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;

(12) 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

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

relieved thereby from any of said obligations; and
thereunder. The Unit Owner making such lease shall not be
making such lease and failure to do so shall be a default
under the Declaration and By-Laws, of the Unit Owner
shall be bound by and subject to all of the obligations
writing. Every such lease shall provide that the lessee
than the entire Unit. Every such lease shall be in
(30) days. No Unit Owner shall be permitted to lease less
of this paragraph is defined as a period less than thirty
Unit for hotel or transient purposes, which, for purposes
(13) No Unit Owner shall be permitted to lease his

Elements:

such animals which have used any portion of the Common
responsibility of each such Unit Owner to clean up after
guests; and it shall be the absolute duty and
a Unit Owner or members of his family, his tenants or his
caused by any animals brought or kept upon the Property by
any unreasonable noise or damage to person or property
Owners, their families, guests, tenants and invitees, for
shall be absolutely liable to each and all remaining Unit
a comparable animal shelter. Furthermore, any Unit Owner
subject to the laws and rules governing said pound, or to
local municipality in which the Property is situated and
Managing Agent, to a pound under the jurisdiction of the
so, and subsequent thereto by the Association or its
the Association) or a person designated by Declarant to do
removed by Declarant (for so long as it has control over
capable of controlling the animal, such animal may be
of the enclosure and not being held on a leash by a person
animal belonging to a Unit Owner be found unattended out

to any sold Units.

readjust or reallocate any vested interests in the Common Elements appurtenant fraction of ownership of any other Unit. This reservation shall not work to owned by the Declarant, and will not change or affect the percentage or or fraction of ownership of the Common Elements will only affect those Units or the respective Units remaining unsold. Such adjustment in the percentage sales price and the percentage of fraction of ownership of the Common Elements lay-out or location of the unsold Units and to correspondingly adjust the right to amend the Condominium Plat and to vary the size, shape, physical Declaration to the contrary, the Declarant reserves unto itself the exclusive 2.10 RESERVATION OF VARIANCE. Notwithstanding any provision of this

signs for marketing of Units in the Property.

subcontractors, from maintaining such sign or assigns, or its or their contractors or (d) Prevent Declarant, its successors or

the Units during the Conversion Period; or

showing model Units to aid in the marketing of maintaining a Sales Office and maintaining and assigns, or its or their representatives, from (c) Prevent Declarant, its successors or

same by sale, lease or otherwise;

Property as a Condominium and disposing of the completing any work and establishing the the conduct of its or their business of structures as may be reasonably necessary for or their contractors or subcontractors, such by Declarant, its successors or assigns, or its Common Elements or any Unit owned or controlled erecting, constructing and maintaining on the assigns, or its or their representatives, from (b) Prevent Declarant, its successors or

any work thereon;

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

RIGHTS AND OBLIGATIONS OF OWNERSHIP

ARTICLE III

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, as joint tenants, 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", and, in any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all Mortgagees must be obtained. Nothing contained herein shall be construed as 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 Unit. Each Owner may use the Common Elements in accordance with the purposes 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 a Unit, notwithstanding the consent or request of the Owner, his agent, 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 Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

3.6 RIGHT OF ENTRY. The Association shall have the irrevocable right to have access to each 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 at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

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

other such finishing material.
doors, windows and other such elements consisting of paint, wallpaper and finished surfaces of the perimeter and interior walls, floors and ceilings, Owners. An Owner shall be deemed to own and shall maintain the inner, or serve, more than one (1) Unit, except as a tenant in common with the other deemed to own the utilities running through his Unit which are utilized for, balconies, patios and roofs surrounding his Unit, nor shall such Owner be to own the unfinished surfaces of the perimeter walls, floors, ceilings, provisions set forth in Paragraph 1.1c, "Unit", an Owner shall not be deemed 3.9 RESTRICTION OF OWNERSHIP. As a restriction of the ownership

specifications submitted for consideration by an Owner.
Period, Declarant shall have the sole right to approve or reject any plans and objection to the proposed alteration or modification. During the conversion failure to so answer within the stipulated time shall mean that there is no within thirty (30) days after receipt of notice of the proposed alterations. location for all proposed work. The Board shall have the obligation to answer and specifications showing the nature, kind, shape, size, materials, color and shall not be considered until submission to the Association of complete plans external design and location of the surrounding structures and topography, and Directors. Any such alteration or modification shall be in harmony with the without the prior written consent and approval in writing by the Board of perform any work whatever upon any of the Common Elements, Limited or General, or hereditament. No Owner shall in any way alter, modify, add to or otherwise the structural soundness and integrity of the Building or impair any easement 3.8 ALTERATION. An Owner shall do no act nor any work that will impair

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

use said control for any advantage over the Unit Owners by way of retention of
whichever occurs first. It is expressly understood, the Declarant will not
Declarant, the Project becomes viable, self-supporting and operational,
seventy-five percent (75%) of the Units, or when in the sole opinion of the
1987, or one hundred twenty (120) days from the closing of sales of
of and over the Association for a maximum period not to exceed September 1,
a timely sellout of the Condominium Project, the Declarant will retain control
for the sole purpose of insuring a complete and orderly conversion as well as
benefit and protection of the Unit Owners and any first Mortgagees of record
4.2 DECLARANT CONTROL. Paragraph 4.1 notwithstanding, and for the

consistent with this Declaration.
conditions established in the By-Laws, and said management agreement shall be
the Association shall enter into a management agreement upon the terms and
elected, pursuant to the terms and conditions of the By-Laws. In addition,
Association shall be managed by a Board of Directors, duly appointed or
Association and shall remain a Member for the period of his ownership. The
a Condominium Unit, upon becoming an Owner, shall be a Member of the
non-profit corporation, referred to herein as the "Association". An Owner of
governed by the By-Laws of CRIPPLE CREEK OWNERS ASSOCIATION, INC., a
4.1 BY-LAWS. The administration of this Condominium Property shall be

MANAGEMENT AND ADMINISTRATION

ARTICLE IV

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

Liability Owner has under Texas law.
subject, pursuant to Article IV hereof. Such liability is limited to the
shall be added to and become a part of the assessment to which such Unit is
on such Unit or the Common Elements, the cost of such maintenance or repairs
family, guests or invitees, and is not covered or paid for by insurance either

any residual rights or interests in the Association or through the creation of any management agreement with a term longer than three (3) years without majority Association approval upon relinquishment of Declarant control. Within sixty (60) days from the end of the Declarant Control Period, or sooner at the Declarant's option, the Declarant, through the Board of Directors, shall call the first annual meeting of the Association for the purpose of electing, by ballot of Owners, a Board of Directors and to transact such other business of the Association as may properly come before it.

4.3 TEMPORARY MANAGING AGENT. During the period of administration of this Condominium Regime by Declarant, the Declarant may employ or designate a temporary manager or managing agent, who shall have and possess all of the rights, powers, authority, functions and duties as may be specified in the contract of employment or as may be delegated by Declarant to him. The Declarant may pay such temporary manager or managing agent such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the Common Expenses of this Condominium Regime and shall be paid out of the Association budget.

4.4 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 improvements 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 the Common Elements, if such facilities are not used by all Members equally;

c. The right of the Association, as allowed by law, to borrow money and mortgage the Common Area and improvements for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property; providing, however, that the rights of any such Mortgagee in such property 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;