

(66-2/3%) 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:

(1) 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.

(2) 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.

(3) 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 proportionate ownership interest previously owned by each Owner in the Common Elements.

(4) 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 Subparagraphs 6.1b(2)(a) through (e) hereof; and the remaining portion of such Units, if any, shall become part of the 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 proportionate ownership interest in the 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 interest in the Common Elements among the reduced number of Owners. If sixty-six and two-thirds percent (66-2/3%) 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 or fractional ownership interests in the Common Elements; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants in common in the proportionate ownership interest previously owned by each Owner in the 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 Subparagraphs 6.1b(2)(a) through (e) 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 this Declaration, which is not cured within thirty (30) days.

VOL 490 PAGE 124

VOL 488 PAGE 125

7.3 EXAMINATION OF BOOKS. The Association shall permit First Mortgagees to examine the books and records of the Association upon request.

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 Assessments 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 (1) 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 THE WOODSMAN CONDOMINIUM 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 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 or fraction of 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 any Unit if such loss exceeds One Thousand Dollars (\$1,000.00) and of any part of the Common Elements if such loss exceeds Ten Thousand (\$10,000.00).

7.9 MANAGEMENT AGREEMENTS. Any management agreement entered into by the Association will be terminable by the Association will be terminable by the Association without payment of a termination fee for cause upon not more than thirty (30) days' written notice or without cause upon ninety (90) 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 agent prior to the effective date of the termination of 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 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 7.7 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 percent (90%) 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 CORRECTION OF ERROR. Declarant reserves, and shall have the continuing right, until the end of the Construction Period, without the consent of the other Owners or any Mortgagee to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation and Federal National Mortgage Association, provided that no such amendment shall change the stated number of Units or proportionate ownership interest in the Common Elements attributable thereto.

8.3 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.

8.4 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.

8.5 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 Longmire Drive and Deacon Drive, College Station, Texas 77840, until such address is changed by a notice of address change duly recorded in the Brazos County Condominium Records.

8.6 CONFLICT BETWEEN DECLARATION AND BY-LAWS. Whenever the application of the provisions of this Declaration conflict with the application of any

provision of the By-Laws adopted by the Association, the provisions or application of this Declaration shall prevail.

8.7 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 provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

8.8 OMISSIONS. In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

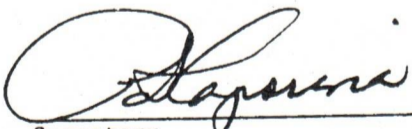
8.9 TEXAS CONDOMINIUM ACT. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law.

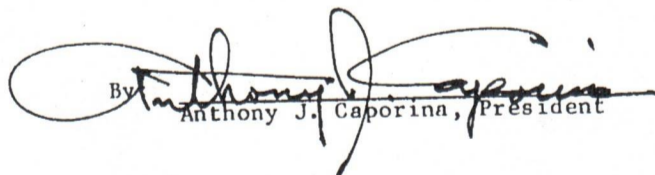
8.10 GENDER. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed, this 20 day of July, 1981, 1981.

BUILDING CRAFTS, INC.

ATTEST


Secretary

By 
Anthony J. Caporina, President

⁴⁸⁸
VOL PAGE 129

⁹⁴
VOL PAGE 493

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ANTHONY J. CAPORINA, President of Building Crafts, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of July, A. D., 1981.

Donnie DeSmith
Notary Public in and for
Brazos County, Texas

My Commission expires:

12-06-84



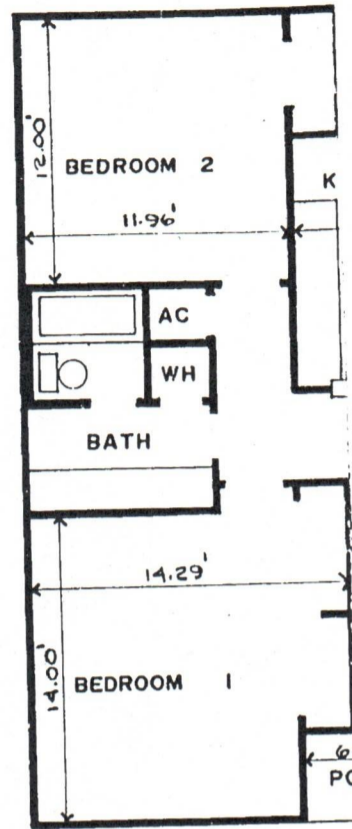
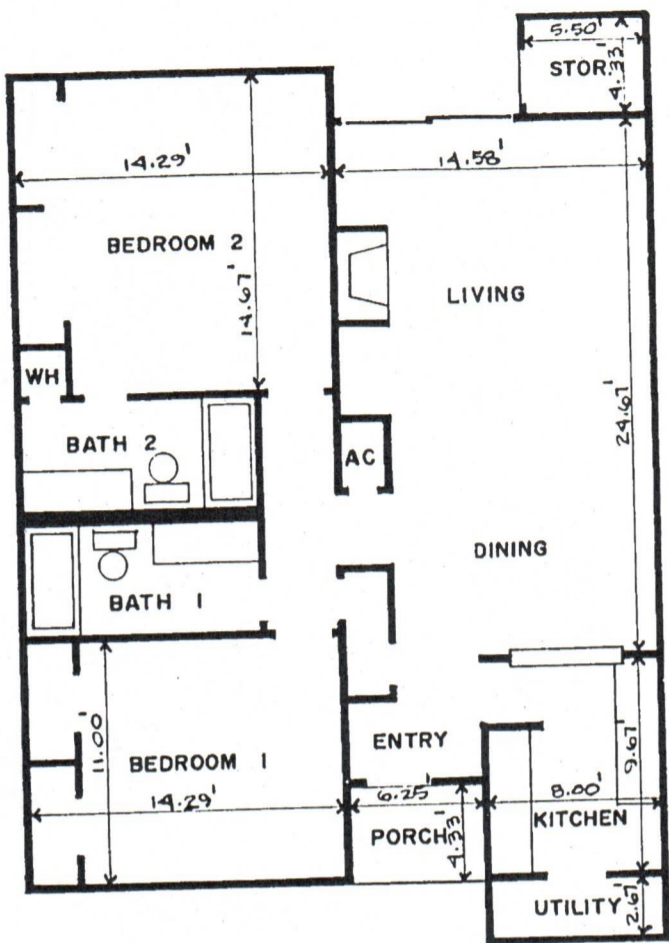
EXHIBIT "A"

The recorded legal description is as follows:

All that certain tract or parcel of land lying and being situated in Brazos County, Texas, and being all of Lot #56, Block #23, in Southwood Valley Section 7-A, a subdivision of College Station, Tx., as recorded in Volume 360, Page 623 of the Deed of Records of Brazos County, Tx.

VOL 389 PAGE 131

VOL 490 PAGE 495

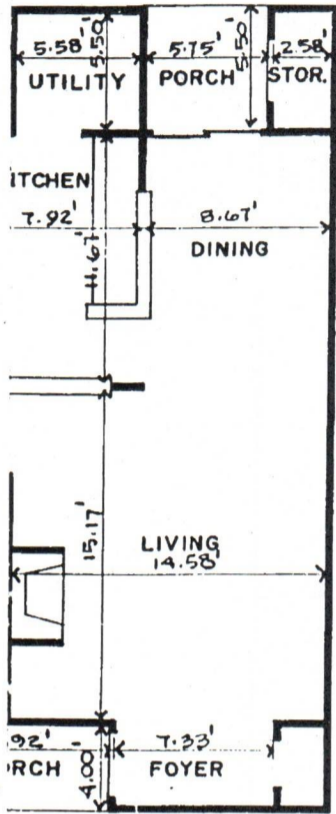


UNIT "A"

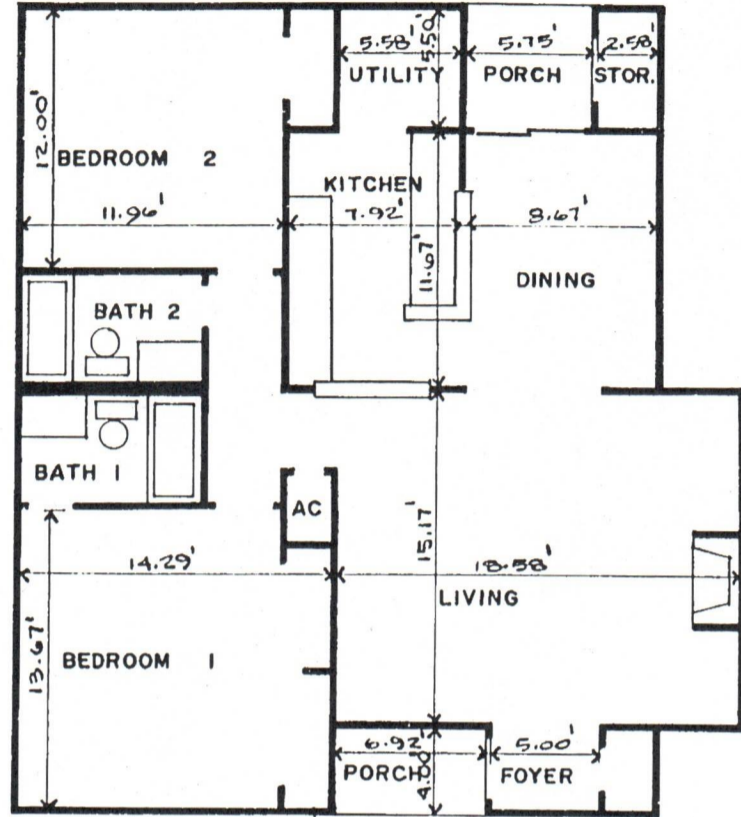
1/8" = 1'-0"

UNIT "B"

WOODSMAN CONDOMINIUMS

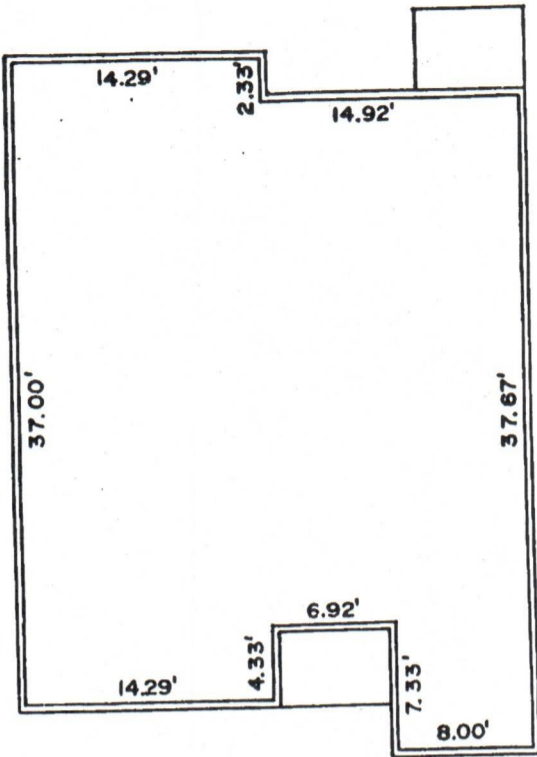


1/8" = 1'-0"

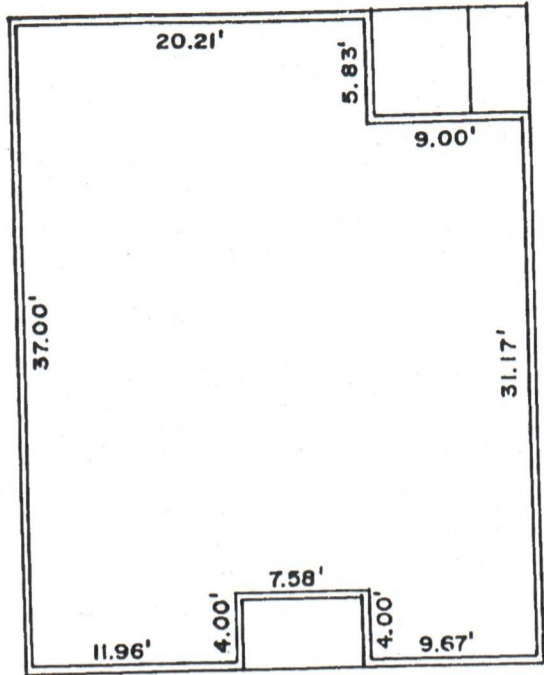


UNIT "C"

1/8" = 1'-0"



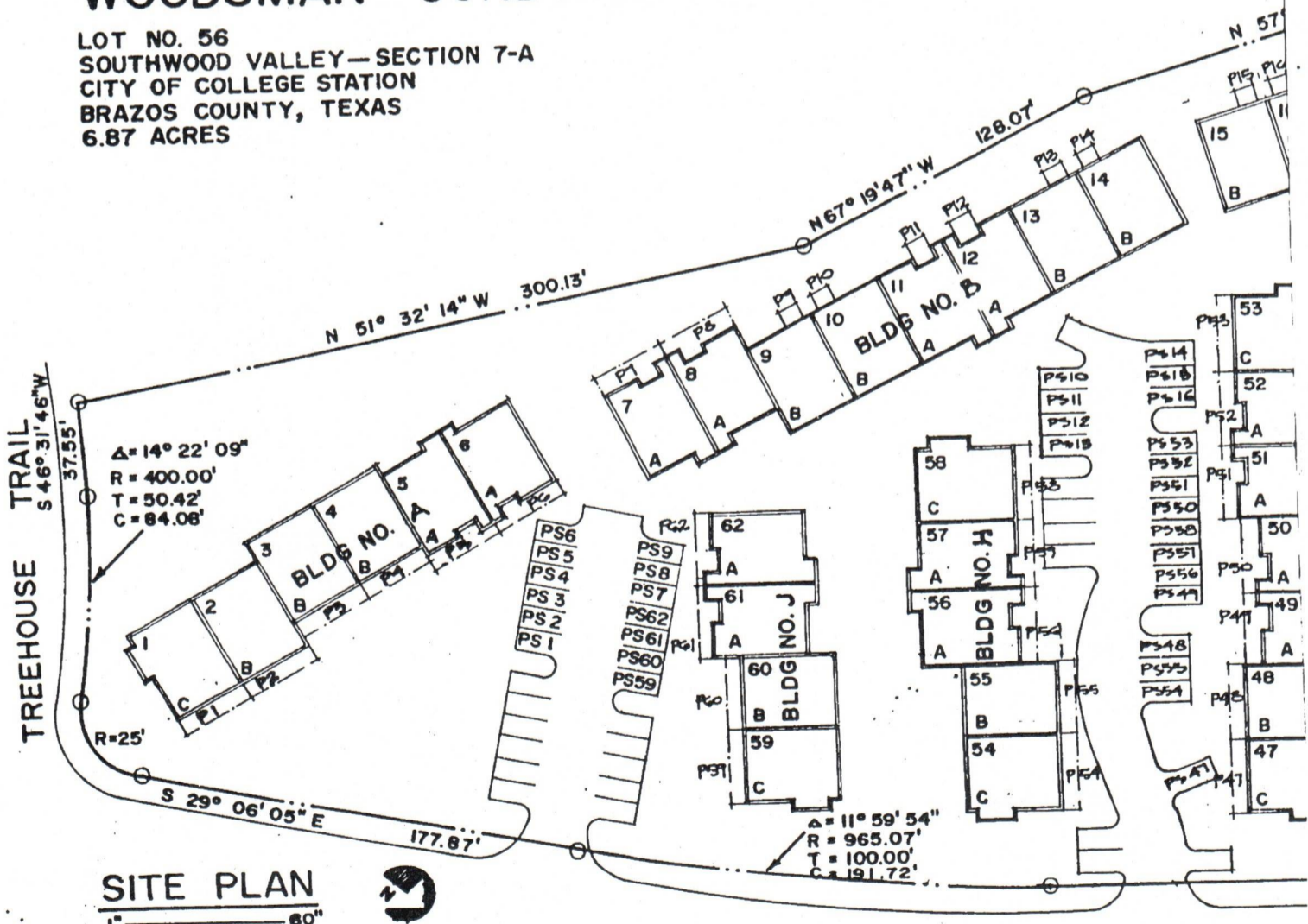
UNIT "A" SQ FT INTERIOR AIR SPACE 1040



UNIT "B" SQ FT INTERIOR AIR SPACE 998

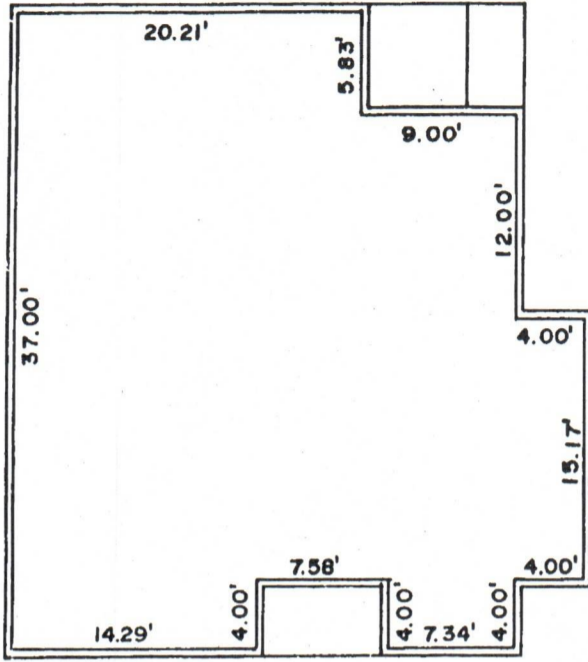
WOODSMAN CONDOMINIUMS

LOT NO. 56
SOUTHWOOD VALLEY—SECTION 7-A
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS
6.87 ACRES



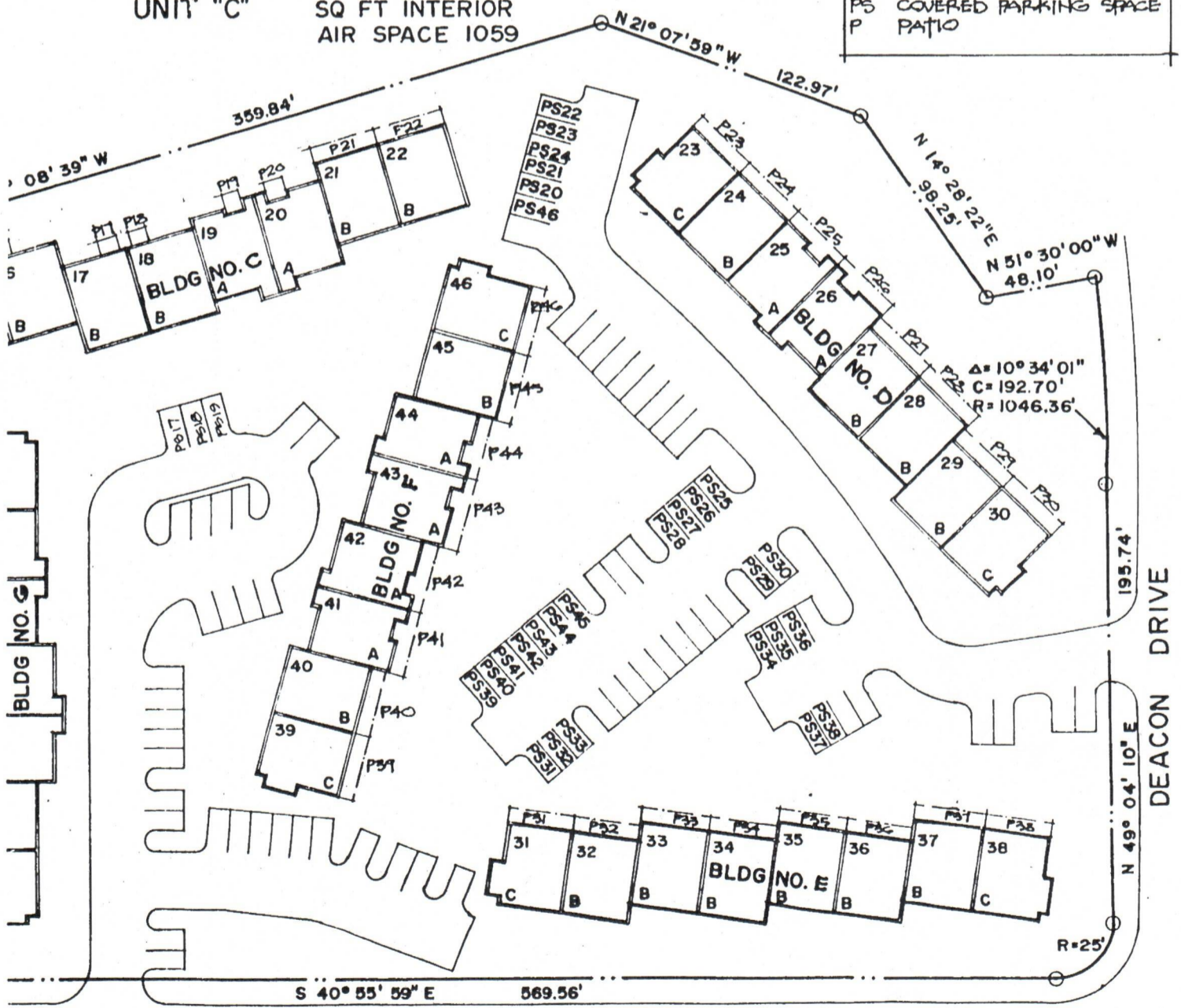
SITE PLAN

1" = 60'



UNIT "C" SQ FT INTERIOR AIR SPACE 1059

SYMBOLS	
PS	COVERED PARKING SPACE
P	PATIO



LONGMIRE DRIVE

DEACON DRIVE

EXHIBIT "C"

PERCENTAGE OF INTEREST IN THE COMMON AREAS ~~VOL 483 PAGE 136~~

Unit #	Unit type	Heated square feet	% Interest in common area
1	C	1125	1.69014198
2	B	1062	1.59590907
3	B	1062	1.59590907
4	B	1062	1.59590907
5	A	1060	1.59240453
6	A	1060	1.59240453
7	A	1060	1.59240453
8	A	1060	1.59240453
9	B	1062	1.59590907
10	B	1062	1.59590907
11	A	1060	1.59240453
12	A	1060	1.59240453
13	B	1062	1.59590907
14	B	1062	1.59590907
15	B	1062	1.59590907
16	B	1062	1.59590907
17	B	1062	1.59590907
18	B	1062	1.59590907
19	A	1060	1.59240453
20	A	1060	1.59240453
21	B	1062	1.59590907
22	B	1062	1.59590907
23	C	1125	1.69014198
24	B	1062	1.59590907
25	A	1060	1.59240453
26	A	1060	1.59240453
27	B	1062	1.59590907
28	B	1062	1.59590907
29	B	1062	1.59590907
30	C	1125	1.69014198
31	C	1125	1.69014198
32	B	1062	1.59590907
33	B	1062	1.59590907
34	B	1062	1.59590907
35	B	1062	1.59590907
36	B	1062	1.59590907
37	B	1062	1.59590907
38	C	1125	1.69014198
39	C	1125	1.69014198
40	B	1062	1.59590907
41	A	1060	1.59240453
42	A	1060	1.59240453
43	A	1060	1.59240453
44	A	1060	1.59240453
45	B	1062	1.59590907
46	C	1125	1.69014198
47	C	1125	1.69014198
48	B	1062	1.59590907
49	A	1060	1.59240453
50	A	1060	1.59240453
51	A	1060	1.59240453
52	A	1060	1.59240453
53	C	1125	1.69014198
54	C	1125	1.69014198
55	B	1062	1.59590907
56	A	1060	1.59240453
57	A	1060	1.59240453
58	C	1125	1.69014198
59	C	1125	1.69014198
60	B	1062	1.59590907
61	A	1060	1.59240453
62	A	1060	1.59240453
Total		66,566	100.00