# DECLARATION

#### CONDOMINIUM DECLARATION

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## THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM

This Declaration is made and established on November 22, 2002 by Declarant.

#### RECITALS:

- 1. Declarant is the fee simple owner of the Property and the Additional Property.
- Declarant desires to create a Condominium pursuant to the provisions of the Act.
- Declarant intends hereby to establish a plan for the individual ownership of estates in real property consisting of Units and the appurtenant undivided ownership interests in the Common Elements.

NOW, THEREFORE, Declarant does hereby submit the Property to the provisions of the Act and the Condominium established hereby, and does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations, and obligations are hereby established and shall be deemed to be covenants running with the Land and shall be a burden and benefit to Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns.

#### ARTICLE I

#### **DEFINED TERMS**

Section 1.01. <u>Defined Terms</u>. Each capitalized term not otherwise defined in this Declaration or in the Map shall have the meanings specified or used in the Act. As used in this Declaration, the following terms shall have the meanings set forth below:

"Access Easement" means a perpetual and irrevocable easement and right of access to each Unit and the Limited Common Elements, from time to time as may be reasonably necessary for (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom, (ii) the making of emergency repairs therein necessary to prevent harm or damage to the Common Elements, any Unit or any occupant and (iii) such other reasonable purposes as are deemed by the Association to be necessary for the performance of the obligations of the Association as described herein, in the Act or the Bylaws.

"Act" means the Uniform Condominium Act, Texas Property Code, Chapter 82, as amended from time to time.

"Additional Property" means real property which may be added to the Condominium by Declarant in compliance with this Declaration and which real property is more fully described on Exhibit A attached hereto and incorporated herein by this reference.

"Articles" means the articles of incorporation of the Association filed with the Texas Secretary of State, as amended from time to time.

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"Assessments" means Monthly Assessments and Special Assessments established under this Declaration, together with dues, fees, charges, interest, late fees, lines, collection costs, attorney's fees, and any other amount due to the Association by the Owner of a Unit or levied against a Unit by the Association.

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"Association" means The Renaissance On Turtle Creek Condominium Association, Inc., a Texas non-profit corporation.

"Board of Directors" means the Board of Directors of the Association named in the Articles, and their successors duly elected and qualified from time to time.

"Building" means the building located on the Land in which the Units are located.

"Bylaws" means the bylaws of the Association initially adopted by the Board of Directors, as amended from time to time.

"<u>Commercial Unit</u>" means a Unit identified as such on <u>Exhibit B</u> attached hereto and made a part hereof for all purposes and which may be used for any uses permitted under this Declaration. <u>Exhibit B</u> includes not only the two (4) Commercial Units within Phase I, but also an identification of the two (2) Commercial Units which may be included in Phase II.

"Common Elements" means all portions of the Condominium other than the Units, including both the Ganeral Common Elements and the Limited Common Elements.

"Common Elements Easement" means a perpetual, irrevocable and non-exclusive easement over the General Common Elements for ingress to and egress from each Unit, together with the non-exclusive right to use and enjoy the General Common Elements, and the exclusive right to use and enjoy the Limited Common Elements appurtenant to each Owner's Unit (subject to the rights of other Owners to use and enjoy such Limited Common Elements if appurtenant to more than one Unit).

"Common Expanses" means all costs, expenses and financial obligations of the Association, together with any allocations to reserves made pursuant to the provisions of this Declaration, the Bylaws or a resolution duly adopted by the Board of Directors.

"Condominium" means the form of real property established by this Declaration with respect to the Property, in which portions of the Property are designated for separate ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy solely by the Owners of such remainder. Initially, there will be 142 Residential Units and 4 Commercial Units within Phase I. If, as and when Phase II is added to the Condominium, there will be a total of 602 Residential Units and 8 Commercial Units within the Condominium. Declarant has reserved the right, pursuant to this Declaration, to subdivide Commercial Units and Residential Units owned by Declarant during the Declarant Control Period to create up to an additional 30 Units in both Phase I and Phase II.

"County" means Dallas County, Texas.

"Declarant" means Turtle Creek Development, L.P., a Delaware limited partnership, whose address for notice is 2930 Biscayne Boulevard, Miami, Florida 33137, and any successor party to whom Declarant shall expressly assign, in a writing filed for record in the Real Property Records of the County, the rights, powers, privileges, duties, obligations and/or prerogatives of Declarant. Any such successor party will be required to assume in writing all obligations and

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duties of Declarant under this Declaration. The conveyance of a Unit to an Owner will not constitute a conveyance of any rights, privileges, powers, prerogatives, duties or obligations of Declarant under this Declaration.

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"Declarant Control Period" means the period commencing on the date of this Declaration and continuing until the date which is one hundred twenty (120) days after the date that deeds to seventy-five percent (75%) of the Units (in number and inclusive of Phase II) have been recorded in the Real Property Records of the County.

"Declaration" means this Condominium Declaration for The Renaissance On Turtle Creek Condominium and all recorded amendments thereto.

"Development Rights or Declarant's Rights" means a right or combination of rights to: (i) add real property, including the Additional Property, to the Condominium; (ii) create Residential Units, Commercial Units, Common Elements, or Limited Common Elements within the Condominium; (iii) subdivide Units or convert Units into Common Elements; (iv) withdraw any real property from the Condominium; and (v) exercise any other development rights permitted to be exercised by Declarant under the Act. Declarant expressly reserves for its benefit the right and easement for access, ingrass and egress on and over the Condominium to tour any prospective purchaser and show the Common Areas to such purchaser, to complete any improvement which Declarant deems necessary or desirable to implementation of the Declarant's development plan for the Condominium and to install and maintain such structures, displays, advertising signs, billboards, flags, sales offices, model homes, interior design and decorator centers, and parking areas for employees, agents, and prospective buyers as may be necessary or convenient for the proper development and disposition of condominiums by sale, resale, lease or otherwise. Declarant shall have and hereby expressly reserves the easements necessary for Declarant to exercise its rights set forth in this Declaration. This Declaration cannot be amended to modify or eliminate the easements reserved to Declarant by this or any other Section without the prior written consent of Declarant, and any attempt to do so shall have no effect.

"Easements" means the Access Easement, the Common Elements Easement, the Master Declaration, the Support Easement, the Utility Easement, and the Vertical Access Easement. Declarant shall have and hereby expressly reserves the easements necessary for Declarant to exercise its rights set forth in this Declaration. Such rights shall include the right to reserve easements over the Common Area for construction purposes and the right to limit access, ingress and egress to the Common Area during such construction and the right to reserve such easements as may be required for the marketing, sale or leasing of the Condominiums.

"Equipment Easement Area" means an exclusive easement over an area located on the roof of the Building as provided in Section 9.8 of this Declaration.

"First Lien Loan" means any indebtedness secured by a first and prior lien or encumbrance upon a Unit.

"<u>First Mortgagee</u>" means any Person which is the holder, insurer or guaranter of a First Lien Loan and which has provided the Association with written notice of its name, address and description of the Owner's Unit upon which it holds the First Lien Loan.

"General Common Elements" means all portions of the Common Elements that are not Limited Common Elements.

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"Improvements" means the Building and all pavement, fencing, landscaping, plumbing, electrical and telephone lines, computer cables and any other fixtures affixed to the Building and/or the Land.

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"insurance Proceeds" means any and all proceeds received by an Owner from an insurance company as a result of a casualty loss in connection with a Unit.

"Land" means that certain lot, tract or parcel of real property located in the County, and more particularly described on Exhibit C attached to this Declaration, together with any and all rights and appurtenances pertaining thereto.

\*Limited Common Elements" means those portions of the Common Elements that are allocated by the Act, this Declaration, the Map or by deed executed by Declarant for the exclusive use of one or more, but less than all, of the Units.

"Manager" means any Person with whom Declarant or the Association contracts for the management of the Property and/or the administration of the Association and the Condominium.

<u>Management Agreement</u><sup>\*</sup> means any written contract between the Declarant or the Association and the Manager for the management of the Property and/or the Administration of the Association and the Condominium.

"Map" means the plats and plans attached hereto as Exhibit D and hereby made a part hereof for all purposes.

"<u>Master Declaration</u>" means the Master Declaration of Covenants, Conditions and Restrictions entered into between the Association and the owner of Phase II regarding, among other things, common use and shared expenses respecting the parking garage and swimming pool situated within Phase II.

"Monthly Assessment" means the Assessment established by the Board of Directors pursuant to Section 6.1 of this Declaration.

"<u>Owner</u>" means any Person (including Declarant) who owns fee title to a Unit, but does not include any Person having an interest in a Unit solely as security for an obligation.

"Past Due Rate" means the maximum lawful rate of interest under Texas law. If there is no maximum lawful rate of interest under Texas law, the Past Due Rate means eighteen percent (18%) per annum.

"<u>Person</u>" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Phase I" means the initial phase of the Condominium, consisting of the Land and the Improvements.

"Phase II" means the Additional Property (including any improvements now or hereafter existing thereon), if, as and when added to the Condominium by Declarant.

"Property" means the Land and the improvements.

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"Regulations" means the rules and regulations of the Association as from time to time adopted by the Board of Directors.

"<u>Rents</u>" means any and all rental or other income received by an Owner in connection with the leasing of an Owner's Unit.

"<u>Residential Unit</u>" means a Unit identified as such on <u>Exhibit B</u> attached hereto and made a part hereof and which shall be used or occupied exclusively for single family residential purposes. <u>Exhibit B</u> includes not only the 142 Residential Units within Phase I, but also an identification of the Residential Units which may be included in Phase II.

"Special Assessments" means Assessments established by the Board of Directors under the provisions of Section 6.2 of this Declaration.

"Special Declarant Rights" means rights reserved for the benefit of Declarant to: (1) complete Improvements shown on the Map; (ii) exercise any Development Right; (iii) maintain the sales, management and leasing offices and models described in <u>Section 3.1.3</u> of this Declaration; (iv) use Easements through any Common Elements for the purpose of making improvements within the Condominium or the Property; (v) appoint or remove any officer or member of the Board of Directors of the Association during the Declarant Control Period; or (vi) exercise the rights and powers enumerated in <u>Section 3.4</u> of this Declaration or any other similar rights permitted to be reserved to Declarant under the Act.

"Support Easement" means a perpetual and irrevocable easement for maintenance, repair, replacement and improvement of all foundations, footings, columns, girders, support beams and any and all other structural members that support, uphold or are a part of the Building.

"Systems" includes, but is not limited to, all fixtures, equipment, pipes, lines, wires, computer cables, conduits, and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, wastewater, sewage, and audio, video and other electronic medium signals.

"Tenant" means any Person having the right to occupy a Unit pursuant to a lease granted by an Owner.

"Unit" means a physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Map) and includes (i) all Systems which exclusively serve such Unit and (ii) the finish materials, fixtures and appliances contained within the Unit, but excludes (x) any of the structural components of the Building located in such Unit and (y) Systems which serve more than one Unit, all as subject to and further described in Section 82.052 of the Act. "Unit" also means either a Residential Unit or Commercial Unit, as the case may be, together with an undivided fractional ownership interest, appurtenant to such Residential Unit or Commercial Unit, as the case may be, in and to the Common Elements.

"Utility Easement" means all existing recorded easements for utilities and any additional utility easements which Declarant may grant.

"Vertical Access Easement" means a perpetual and irrevocable easement for access through the stairways, the elevators, the elevator shafts, fire rooms, fire systems and lobbies located within the Building.

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"Working Capital Contribution" means an amount equal to the Monthly Assessment multiplied by two (2) to be contributed to the Association by each Owner other than Declarant as provided in Section 8.3 of this Declaration.

#### ARTICLE 2

#### GENERAL PROVISIONS

#### Section 2.1 Creation of Units; Map.

2.1.1 The Property is hereby divided into fee simple estates comprised of one hundred forty-two (142) separately designated Residential Units and four (4) Commercial Units, and such Unit's undivided interest in and to the Common Elements. Each Unit, together with such Unit's undivided interests in the Common Elements is for all purposes a separate parcel of and estate in real property. Accordingly, each such separate parcel of and estate in real property shall be deemed to include the Common Elements. The separate parcels of and estates in real property designated hereby shall be created on the date of filing of this Declaration in the Real Property Records of the County, and shall continue until this Declaration is revoked or terminated in the manner herein provided.

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2.1.2 The Map sets forth, inter alia, the following: (1) a general description and diagrammatic plan of the Condominium; (2) the location and dimension of all real property subject to Declarant's Development Rights; (3) all Improvements, including each Unit showing its Building location, floor and number and, by identifying Unit number as applicable, the Limited Common Elements appurtenant thereto; and (4) such other information as is desirable or required pursuant to Section 82.054 of the Act, including a certification as to compliance with Section 82.059 of the Act. It is expressly agreed, and each and every purchaser of a Unit, his heirs, executors, administrators, assigns, successors and grantees hereby agree, that the square footage, size and dimensions of each Unit and any Limited Common Elements appurtenant thereto, as set out and shown in this Declaration or on the Map, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent or guarantee that any Unit or any Limited Common Element actually contains the area, square footage or dimensions shown on the Map. Each purchaser and owner of a Unit or interest therein has had full opportunity (or will have had prior to closing on the purchase thereof) and is under a duty to inspect and examine the Unit and any appurtanant Limited Common Element purchased by him prior to his purchase thereof and agrees that the Unit, together with any Limited Common Element, is purchased as actually and physically existing. Each purchaser of a Unit hereby expressly walves any claim or demand which he may have against the Declarant or any other person whomsoever, on account of any difference, shortage or discrepancy between the Unit and any appurtenant Limited Common Element as actually and physically existing and as they are shown on the Map. It is specifically agreed that in interpreting deeds, montgages, deeds of trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of any Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be boundaries, regardless of settling, rising or lateral movement of the Building and regardless of variances between the boundaries shown on the Map and those of the Building. Further, the Declarant reserves the right for a period of one hundred twenty (120) days after the sale and conveyance of the last Unit by the Declarant to a third party purchaser to amend this Declaration and the Map to correct any such discrepancies.

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Section 2.2 <u>Allocation of Undivided Fractional Ownership Interests in Common</u> <u>Elements Creation of Limited Common Elements</u>. The Common Elements shall remain undivided. The undivided ownership interest (expressed as a fraction) of each Owner in and to the Common Elements is set forth opposite the Unit numbers in <u>Exhibit B</u> attached hereto and made a part hereof under the heading "Undivided Ownership Interest". If, as and when Phase II is added to the Condominium, the undivided ownership interest (expressed as a fraction) of each Owner in and to the Common Elements is set forth opposite the Unit numbers in <u>Exhibit B</u> attached hereto and made a part hereof under the heading "Undivided Ownership Interest Phase II". If at any time the undivided fractional ownership interest in and to the Common Elements is required to be reallocated by the Act or this Declaration, the formula to be used in establishing the allocations shall be a fraction the denominator of which shall be the total square footage in all Units and the numerator of which shall be the square footage in each Unit.

Section 2.3 Inseparability of Units: No Partition. Each Unit shall be inseparable, and shall be acquired, owned, conveyed, transferred, leased and encumbered only in its entirety. In no event shall a Unit held by more than one Owner be subject to physical partition and no Owner or Owners shall bring or be entitled to maintain an action for the partition or division of a Unit or the Common Elements; provided, that the Declarant shall be entitled to subdivide Residential Units as provided herein. Any purported conveyance, judicial sale, or other voluntary or involuntary transfer of an undivided fractional ownership interest in the Common Elements without the Unit to which such Common Elements is allocated is void.

#### Section 2.4 Permissible Relationships Description.

2.4.1 A Unit may be acquired and held by more than one Person in any form of ownership recognized by the laws of the State of Texas.

2.4.2 Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Unit shall legally describe such Unit by its identifying Unit number, followed by the words "The Renaissance On Turtle Creek Condominium", with further reference to the recording data for this Declaration (including the Map and any amendments to this Declaration). Every such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Unit. Any such description shall be construed to include all incidents of ownership relating to a Unit. An Owner who transfers a Unit shall notify the Association, giving the name and address of said Owners transferee.

Section 2.5 <u>Mortgage of Unit</u>. An Owner shall be entitled from time to time to mortgage or encumber such Owner's Unit, to the extent allowed by applicable law, but any lien created thereby shall be subject to the terms and provisions of this Declaration. Any mortgagee or other tien holder who acquires a Unit through judicial or non-judicial foreclosure, public sale or other means shall be subject to the terms and provisions of this Declaration. An Owner who mortgages a Unit shall notify the Association, giving the name and address of said Owner's mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units," and shall notify an Owner's First Mortgagee, in writing, of any default by such Owner in the performance of such Owner's obligations as set forth in this Declaration if such Owner's First Mortgagee has requested from the Association such notice in writing.

Section 2.6 <u>Alteration of Boundaries of Units</u>. If an Owner (including the Declarant) owns or if two (2) or more Owners own Units which adjoin horizontally (on the same floor), such Owner or Owners shall have the right to relocate the boundaries between such adjoining Units by removing and relocating all or any part of any intervening partition, notwithstanding the fact

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that such partition may in whole or in part be a Common Element, so long as those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Unit or the Building; provided, however, that the Owner or Owners shall have the right to relocate certain Common Elements which are located within the said partition (such as pipes, flues, conduits, shafts, vents, ducts, wiring and the like) so long as such relocation is performed in a good and workmanlike manner by a capable and experienced workman and such Common Elements are fully operational upon completion of such relocation. Notwithstanding the above, prior to the commencement of any such alterations, such Owner or Owners shall submit to the Board of Directors of the Association for its approval the plans and specifications relating to such alterations. The Board of Directors shall be deemed to have approved such plans and specifications if it faits to disapprove of such plans and specifications in writing within thirty (30) days after its receipt thereof. In such event, the Association shall cause an appropriate instrument of amendment to this Declaration to be prepared, executed and recorded in accordance with the provisions of Section 9.3 hereof. The instrument of amendment shall (i) contain such plats and plans as are necessary to show the relocation of the boundaries between the Units involved, which shall be certified as to their accuracy by a registered architect or engineer, (ii) recite the occurrence of any conveyancing between the Owners of the Units affected, (iii) specify any reasonable reallocation of the aggregate fractional ownership interest in the Common Elements and liability for expenses of the Association pertaining to the Units affected (provided, that the aggregate of the fractional ownership interests and liabilities for expenses of the Units after such relocation shall be the same as the aggregate of such interests and liabilities prior to such relocation), and (iv) specify any reallocation of parking spaces appurtement to either of the Units affected. The Association will cooperate reasonably with such Owner or Owners in effectuating such amendment to this Declaration, provided that all costs and expenses incurred by the Association in connection therewith, including attorneys' fees, shall be paid exclusively by such Owner or Owners. In the event any damage is caused to any load-bearing wall, Common Element, or another Owner's Unit as a result of an Owner's exercise of the rights granted hereunder, all such damage shall be repaired at the sole cost and expense of the Owner exercising such rights. Declarant reserves the rights specified herein as long as Declarant owns even only one unit in the Condominium.

Section 2.7 Declarant's Right to Subdivide Units. Declarant reserves the right to subdivide Residential and Commercial Units owned by Declarant into up to thirty (30) additional Units (as to both Phase I and Phase II). If the Declarant elects to so subdivide any Units, Declarant must, on or before the end of the Declarant Control Period, comply with TUCA section 82.059(f) and 82.060 by preparing, executing and recording in the Real Property Records of the County an appropriate instrument of amendment to this Declaration. The instrument of amendment shall (i) contain such plats and plans as are necessary to show the new boundaries between the new Units created from the Unit or Units so subdivided, which shall be certified as to their accuracy by a registered architect or angineer, (ii) specify any reasonable reallocation of the aggregate fractional ownership interest in the Common Elements and fractional liability for expenses of the Association pertaining to the Units so created (provided, that the aggregate of the fractional ownership interests and liabilities for expenses of the new Units after such relocation shall be the same as the aggregate of such interests and liabilities for the Unit or Units so subdivided prior to such relocation), and (iii) specify any reallocation of parking spaces appurtenant to the new Units. All such new Units shall be the property of the Declarant and Declarant shall have the right to sell or assign the same. The preceding special right of the Declarant may be exercised as to all Units (both Residential Units and Commercial Units) owned by Declarant during the Declarant Control Period or as to only some of them, subject to the maximum number of Units that may exist hereunder. Declarant reserves the rights specified herein as long as Declarant owns even only one unit in the Condominium.

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#### ARTICLE 3

#### Uses, Reservations and Restrictions

#### Section 3.1 Permitted Uses.

3.1.1 Uses within a Commercial Unit shall be subject to all applicable zoning taws and the following uses shall be prohibited within a Commercial Unit unless approved in writing by Owners holding not less than eighty percent (80%) of the votes allocated by this Declaration: agricultural sates/service, automotive parts/repair, commercial blood plasma center, funeral services, arcade entertainment/pool hall (except as incidental to an otherwise permitted use), adult oriented business, pawn shop services, pet store, mortuary, funeral home, school, church, movie theater and drive-in restaurant. Except as hereinafter provided with respect to the Residential Units owned by the Declarant, no Residential Unit shall be used or occupied for other than single family residential purposes; provided, however, that this prohibition shall not be construed to prohibit an Owner from having a home-office within his Unit as part of the overall residential use of such Unit. Each Unit shall also be subject to limitations on use, occupancy, architectural standards and such other matters as are set forth in the Regulations, but the application of such Regulations shall not prohibit or materially impair within a Commercial Unit a use otherwise permitted in a Commercial Unit under this Declaration.

3.1.2 Residential Units may be leased; however, no Residential Unit shall be leased for transient or hotel purposes or for any term of less than four (4) months (except by a First Mortgagee following a foreclosure of liens securing a First Lien Loan). There shall be no restrictions on the term of leases of Commercial Units. No Owner shall lease less than an entire Unit. Any such lease shall be in writing, shall state that it is subject in all respects to the provisions of this Declaration, the Bylaws and the Regulations, and shall provide that any failure by the Tenant thereunder to comply with the terms and provisions of this Declaration, the Bylaws or the Regulations shall be and constitute a default under such lease. A copy of each lease shall be delivered to the Association by the Owner promptly following execution. Each Owner shall be responsible for such Owner's Tenant complying with this Declaration, the Bylaws and the Regulations and shall indemnify and hold the Association harmless from any loss, cost, expense, damage, or liability incurred by the Association as a result of such Tenant's actions or omissions. This provision shall not apply to any unit owned by the Declarant.

3.1.3 At all times white the Declarant is the Owner of any Unit, the Declarant may (i) maintain a management office, a sales office, models and other sales facilities in the Units and/or (ii) operate within the Condominium a sales, leasing or management office which is not located within a Unit, in which event such office shall be a Common Element subject to the exclusive use of the Declarant. Declarant may, upon prior written notice to all Owners, change the location of any Units used as offices or models, but may not increase the size or number of such Units except as otherwise provided herein or by amendment of this Declaration. The Declarant may while it owns at least one unit in the Condominium, use any unit or Common Element for any lawful use.

Section 3.2 <u>Further Requirements of Use</u>. Each Owner shall maintain such Owner's Unit in a safe, clean and sanitary condition, and shall not maintain at such Unit, nor permit such Unit or the Limited Common Elements appurtenant thereto to become, a public or private nuisance. No odors shall be permitted by an Owner to arise from his Unit, the appurtenant Limited Common Elements or any portion thereof, that are reasonably offensive or detrimental

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to any other Unit Owner or occupant. No commercial use of a Residential Unit by an Owner shall be permitted.

Section 3.3 <u>Compliance with Declaration, Bylaws and Regulations</u>. Each Owner and any occupant of any Unit automatically shall be deemed to have agreed to comply strictly with the provisions of this Declaration, the Bylaws and the Regulations. A failure or refusal to so comply with the provisions of any such instrument after written notice shall be grounds for an action to recover damages or sums due, with interest thereon at the Past Due Rate, or for injunctive relief, or both, and for reimbursement of all attorneys' fees incurred in connection therewith, which action may be maintained by the Board of Directors or the Manager in the name of the Association on behalf of all of the Owners or, in a proper case, by an aggrieved Owner. In addition, an Owner's voting rights in the Association and Owner's or Owner's Tenant's right to use and enjoy the General Common Elements may by written notice be suspended by the Association during the period of such noncompliance.

Section 3.4 <u>Reservations by the Declarant</u>. To the extent and only if permitted by the Act, at all times while Declarant owns any Unit or any other real property interest in the Condominium or for such lesser time as may be permitted by the Act, Declarant reserves, as a part of the Special Declarant Rights, the following rights: (i) to establish, vacate, relocate and use the Easement shall have the effect of altering or destroying a Unit or a Limited Common Element unless (A) the location of such Easement is shown on the Map, or (B) it is otherwise consented to by the Owner of such Unit or by the Owner to whose Unit such Limited Common Element initially conveying a Unit, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of the Owners and the Association; (iii) to have and use an easement over, under and across any and all of the Common Elements to the extent that same may be necessary for the exercise of any Special Declarant Rights or the performance of any obligations of the Declarant; and (iv) to exercise any Development Right.

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Section 3.5 <u>Easements</u>. The Declarant and the Association shall have by virtue of the recordation of this Declaration and there is hereby granted and conveyed by the Owner of each Unit at the time each Owner accepts the deed to a Unit the Access Easement, the Master Declaration, the Support Easement, the Utility Easement and the Vertical Access Easement. The Owner of each Unit, by acceptance of the deed to a Unit, hereby grants the Declarant and irrevocable power of attorney, coupled with an interest with full power and authority to locate, grant, create and convey any additional utility easement. In addition, the Declarant shall have an easement through the Common Elements as may be reasonably necessary for discharging the Declarant's obligations or exercising the Special Declarant Rights under the Act or this Declaration.

Section 3.8 Encroachments. To the extent that a Unit or Common Element encroaches on another Unit or Common Element, a valid easement for the encroachment exists.

Section 3.7 <u>Mechanic's Liens: Indemnification</u>. No labor performed or materials furnished and incorporated in a Unit with the consent or at the request of an Owner, his agents or representatives, shall be the basis for the filing of a lien against the Unit of any other Owner not expressly consenting to or requesting the same, or against the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners, the Declarant, and the Association from and against all liabilities and obligations arising from the claim of any lien against the Unit of such other Owners or the Common Elements.

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Section 3.8 <u>Prohibitions</u>. No amenities or facilities related to the Property shall be (a) subject to any restriction or reservation in favor of Declarant (or any affiliate of Declarant); or (b) teased to the Association or any Owner. The Condominium is not a "master" project and is not associated with any "master" project documents, owner's association (or cooperative corporation) or similar entity as such terms are used in Part VIII (Project Standards), Chapter 6 (Legal Guidelines) of the Federal National Mortgage Association ("FNMA") Selling Guide.

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#### **ARTICLE 4**

#### Matters Regarding the Association

Section 4.1 <u>General</u>. The Association has been incorporated as a nonprofit corporation under the Texas Non-Profit Corporation Act. In addition to the powers conferred on the Association under the Bylaws and hereunder, the Association may take all actions authorized by Section 82.102 of the Act. Any and all actions taken by the Association pursuant to this Declaration, the Act, the Bylaws and/or the Regulations are binding on all Owners. This Declaration does not provide for any limitations or restrictions on the power of the Association or the Board of Directors.

Section 4.2 <u>Allocation of Votes in the Association</u>. Each Owner shall automatically be a member of the Association, and shall possess a vote with respect to each Unit owned by such Owner equal to such Owner's undivided fractional ownership interest in and to the Common Elements as set forth opposite the Unit's number on <u>Exhibit B</u> attached to this Declaration under the heading "Undivided Ownership Interest". All voting rights of an Owner may be suspended during any period that such Owner is definquent in the payment of any Assessment duly established pursuant to Article 6, or otherwise in default under the terms of this Declaration, the Bylaws or the Regulations. Any matter described herein as requiring approval by a stated percentage or a majority of the Owners shall mean a stated percentage or a majority of the allocated votes held by those Owners who are then eligible to vote.

Section 4.3 <u>Right of Action by Owners</u>. Owners, acting collectively or individually, shall have the right to maintain actions against the Association for its failure to comply with the provisions hereof or to perform its duties and responsibilities hereunder.

Section 4.4 <u>Management Agreement</u>. The Association shall be authorized to negotiate and entar into the Management Agreement. It is understood and agreed by each Owner, by its acceptance of a deed to a Unit, that the rights, benefits and services provided or to be provided under the Management Agreement, if any, are not permanent or vested in any manner. All such rights, benefits and services will be subject to the terms of the Management Agreement and any rules and regulations imposed thereunder. The Association or the Board of Directors may not terminate the Management Agreement or enter into a Management Agreement with any other Person as Manager without the approval of a majority of the votes of the Owners of the Commercial Units.

#### ARTICLE 5

#### Maintenance, Alterations, Insurance, Taxes and Utilities

#### Section 5.1 Maintenance.

5.1.1 Each Owner, at the Owner's sole cost and expense, shall maintain the Owner's Unit (including, without limitation, all Systems that serve only or are a part of the Owner's Unit) and any balconies or terraces designated as a Limited Common Element

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appurtenant solely to the Owner's Unit and no other Unit, in good condition and repair and shall repair and, where appropriate replace, the fixtures and appliances therein contained and all interior doors and interior windows within the Unit and doors and windows servicing only such Owner's Unit. No Owner shall be required to directly pay the cost and expense of structural repairs to such Owner's Unit or to the Common Elements unless caused by the wiliful or negligent misuse thereof by such Owner, the occupants or the invitees of such Owner, in which event such costs and expenses shall constitute the sole obligation of such Owner. Any maintenance and repair work done by or at the instance of an Owner shall be done in a good and workmanlike manner using materials of equal or better quality than the original quality of the materials removed and/or replaced, and shall be done in such a manner as not to impair the structural soundness or integrity or to alter the exterior appearance of any Common Element, the Building or any Unit. In the event an Owner fails to discharge the Owner's maintenance and repair obligations hereunder, the Association shall be entitled (but not obligated) to cause such work to be done, and the cost and expense thereof (together with interest thereon at the Past Due Rate from the date paid by the Association until the date such sum is repaid to the Association by such Owner) shall be secured by a lian upon such Owner's Unit. Such lien may be enforced in the same method as is provided for the enforcement of assessment liens pursuant to the provisions of Section 8.4 of this Declaration. Damage to the interior of any Unit resulting from such maintenance, repair or replacement activities by the Association, whether by reason of an emergency or otherwise, shall constitute a Common Expense and be payable by the Association; provided, however, that if such maintenance, repairs or replacements are the result of the misuse or negligence of an Owner, or its guests or invitees, then such Owner shall be responsible and liable for all such damage.

5.1.2 Except as provided in the first sentence of <u>Section 5.1.1</u> with respect to balconies and terraces which constitute a Limited Common Element for one Unit, all Common Elements shall be maintained by the Association, the cost and expense of which shall constitute a Common Expense and be payable by the Association. The Association shall maintain the Common Elements in good condition and repair. The Association shall repair and, where applicable, replace the Common Elements (excepting only those portions of the Systems that serve only or are part of an individual Unit), and shall establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Assessments. Nothing herein shall be deemed or construed as relieving any Owner from flability or responsibility for damage to the Common Elements caused by the negligence or misconduct of such Owner or such Owner's Tenants, occupants or invitees.

5.1.3 The Association shall not be liable for injury or damage to any person or property caused by the elements or by the Owner of any Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner or occupants of any Unit or such Owner's or occupant's tenant, guest or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner or occupant of any Unit or such Owner's or occupant's tenant, guest or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner or occupant of any Unit or such Owner's or occupant's tenant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities hereunder where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

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5.1.4 In the event a dispute shall arise among Owners or between an Owner and the Association as to the proper party to bear a maintenance, repair, or replacement cost or expense, the Board of Directors shall be entitled to resolve such dispute, provided, however, that nothing herein shall be deemed or construed as limiting an Owner's right to have the provisions of <u>Section 5.1</u> interpreted by a court of competent jurisdiction; provided further, however, that any such cost or expense so disputed shall be paid in accordance with the determination of the Board of Directors pending final judgment in any such legal proceedings.

Section 5.2 <u>Alterations</u>. No Owner shall be entitled to alter, add to or improve his Unit, or the Limited Common Elements appurtanant thereto, in a manner which will or might reasonably be expected to affect the structural soundness, integrity, or the exterior appearance of any of the Improvements (including without limitation the appearance from the exterior of the interior window treatment of a Unit), any System that services more than one Unit, or any warranty in favor of the Association, without the prior written consent of the Board of Directors and in compliance with all Regulations established by the Association. No Owner may alter the size or location of any parking space designated as Limited Common Elements without the prior written consent of the Board of Directors. In addition, no Cwner shall be entitled to make any alteration, addition or improvement to a Limited Common Element appurtenant to more than his Unit unless the prior written approval of all Owners having an interest therein is obtained. Any alterations, additions and improvements made pursuant to this <u>Section 5.2</u> shall be made at the individual cost and expense of the Owner desiring to alter, add to or improve the Unit or Limited Common Element.

Section 5.3 Insurance. The Association shall obtain and maintain insurance coverage required pursuant to Section 82.111 of the Act and such additional coverage as the Association deems necessary or appropriate. If the Property is accepted by FNMA, insurance coverages shall also comply with Part VIII, Chapter 7 of the FNMA Selling Guide (or as otherwise required by FNMA for condominium projects). The premiums for all insurance coverage maintained by the Association shall constitute a Common Expense and be payable by the Association. An Owner shall be responsible for obtaining and maintaining, at his sole cost and expense, property insurance covering all alterations, additions, betterments and improvements made by an Owner to his Unit and all personal property located therein. Nothing herein shall be deemed or construed as prohibiting an Owner, at his sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as he may deem necessary or appropriate.

Section 5.3.1 The Board of Directors shall have the express authority, on behalf of the Association, to designate an authorized representative, including any trustee (or successor thereto) with whom the Association has entered into any insurance trust agreement, for the purpose of purchasing and maintaining the insurance required or permitted hereunder as well as for submission of and adjustment of any claim for loss, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

Section 5.3.2 By acceptance of a deed to a Unit, each Owner shall be deemed to have irrevocably appointed the Association (which appointment shall be deemed a power coupled with an interest), together with any insurance trustee, successor trustee or authorized representative designated by the Association, as such Owner's attorney-infact for the purpose of purchasing and maintaining the insurance required or permitted hereunder as well as for submission of and adjustment of any claim for loss, the

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collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

Section 5.3.3 The Association or such insurance trustee, successor trustee or authorized representative must receive and hold any proceeds of insurance in trust for the Owners and the First Mortgagees as their interests may appear. Any proceeds paid under such policy shall be disbursed in strict accordance with Sections 82.111(e), (f) and (i) of the Act.

Section 5.3.4 The Association, and each Owner by his possession or acceptance of title to a Unit, hereby waives any and every claim which arises or may arise in its or his favor against any other Owner, the Association, the Manager or the Declarant for any and all loss of, or damage to, its or his property located within or upon, or constituting a part of, the Condominium, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent such loss or damage is recoverable thereunder. Inasmuch as the foregoing mutual waivers will preclude the assignment of any of such claim by way of subrogation (or otherwise) to an insurance company (or any other party), the Association and each Owner immediately shall give, to each insurance company which has issued policies of insurance to such Owner, written notice of the terms of this mutual waiver, and cause such policies to be endorsed, if necessary, to prevent the invalidation of such coverages by reason hereof.

Section 5.4 <u>Taxes</u>. Each Owner shall be responsible for and shall pay when due all taxes, assessments and other governmental impositions fawfully levied or assessed with respect to such Owner's Unit. Prior to an Owner's Unit being separately assessed, all taxes, assessments and other governmental impositions lawfully levied or assessed, all taxes, assessments and other governmental impositions lawfully levied or assessed, all taxes, assessments and other governmental impositions lawfully levied or assessed, all taxes, assessments and other governmental impositions lawfully levied or assessed with respect to the Condominium (as same may be allocated by Declarant) shall be allocated to such Owner's Unit based on the proportion that the number of square feet of space within the Owner's Unit bears to the number of square feet of space within all Units. After an Owner's Unit has been separately assessed, any taxes, assessments or other governmental impositions lawfully levied or assessed with respect to the Property not separately billed to the Owner's shall constitute a Common Expense and be payable by the Association.

Section 5.5 <u>Utilities</u>. Each Owner shall be responsible for and shall pay all gas, electricity and chilled water charges relating to such services used in or serving only the Owner's Unit, to the extent such charges are separately metered. Any utility charges not so separately metered, including without limitation water and wastewater, and charges relating to such services used in connection with the use and maintenance of the Common Elements, shall be allocated to the Owner's Unit and be payable by each Owner in accordance with a formula established by the Association.

#### ARTICLE 6

#### Assessments

#### Section 6.1 Monthly Assessments, Budget.

6.1.1 The Association shall possess the right, power, authority and obligation to establish a regular Monthly Assessment sufficient in the judgment of the Board of Directors to pay all Common Expenses when due. Such Monthly Assessments so established shall be assessed to the Owners in accordance with <u>Section 6.3</u> and shall be payable by the Owners on the first day of each calendar month, and shall be applied

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to the payment of charges for which the Association is responsible, including, without limitation, charges relating to maintenance and repair of the Property not the responsibility of one or more, but less than all, of the Owners, care of the Common Elements, casualty, public liability and other insurance coverages required or permitted to be maintained by the Association, governmental impositions not separately levied and assessed, utilities relating to the Common Elements or not separately levied and professional services, such as management, accounting and legal, and such other costs and expenses as may reasonably relate to the proper maintenance, care, operation and management of the Property, and the administration of the Association and the Condominium, including an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements. No consent or approval of the Owners shall be required for the establishment of the Monthly Assessments. Collection of Monthly Assessments, as to each Owner, shall commence upon the acquisition by such Owner of title to his Unit.

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6.1.2 Prior to the commencement of each fiscal year of the Association, the Board of Directors shall prepare and deliver to each of the Owners a budget setting forth the anticipated Common Expenses for the ensuing year. Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the Common Expenses anticipated to be incurred, and shall be accompanied by a statement satting forth each Owner's monthly share thereof and the date as of which such Monthly Assessment commences. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the Monthly Assessment payable hereunder, and the failure of the Board of Directors to timely deliver the budget provided for herein shall in no event excuse or relieve an Owner from the payment of the Monthly Assessments contemplated hereby. Any budget prepared and delivered to the Owners as hereby contemplated may be amended as and to the extent reasonably necessary, and the amount of an Owner's Monthly Assessment changed to correspond therewith.

Section 6.2 <u>Special Assessments</u>. In addition to the Monthly Assessments contemplated by <u>Section 6.1</u> above, the Association shall possess the right, power, authority and obligation to establish Special Assessments from time to time as may be necessary or appropriate in the judgment of the Board of Directors to pay nonrecurring Common Expenses relating to the proper maintenance, care, alteration, improvement, operation and management of the Property, and the administration of the Association and the Condominium. No consent or approval of the Owners shall be required for the establishment of a Special Assessment, except for any Special Assessment relating to the affirmative vote of those Owners holding not less than sixty-seven percent (67%) of the votes allocated by this Declaration at a meeting of the Association duly called for purposes of considering same. Nothing contained in this Section shall be construed to limit the right of an Owner to alter, add to or improve its Unit at such Owner's costs and expense in accordance with Section 5.2.

Section 6.3 <u>Obligation to Pay Assessments</u>. Each Owner shall be personally obligated to pay when due his share (i.e., in accordance as set forth opposite such Owner's Unit in <u>Exhibit</u> <u>B</u>) of all Assessments duly established. Unpaid Assessments due as of the date of the conveyance or transfer of a Unit shall not constitute a personal obligation of the new Owner (other than such new Owner's pro rata share thereof which is allocable to any periods of time after such new Owner acquired title to the Unit); however, the old Owner shall continue to be personally liable for such unpaid Assessments by waiver of the use or enjoyment of the Common Elements, by an abandonment of his Unit, or by any action whatsoever. Any

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Assessment not paid within fifteen (15) days after the date due shall bear interest at the Past Due Rate from the date due until paid, and shall be recoverable by the Association, together with interest as aforesaid and all costs and expenses of collection, including reasonable attorneys' fees, by suit in a court of competent jurisdiction sitting in the county where the Land is located.

Section 6.4 Lien to Secure Payment of Assessments. The Declarant hereby reserves and assigns to the Association a lien, pursuant to the provisions of Section 82.113 of the Act, against each Unit, the Rents, if any, payable to the Owner of any Unit and Insurance Proceeds received by the Owner of any Unit to secure the payment of all Assessments and other amounts payable by an Owner to the Association hereunder, which lien shall be and constitute a lien and encumbrance, in favor of the Association, upon such Owner's Unit, the Rents, and any Insurance Proceeds. The liens established herein shall be prior and superior to all other liens. and encumbrances subsequently created upon such Unit, Rents and Insurance Proceeds, regardless of how created, evidenced or perfected, other than the lien securing the payment of a First Lien Loan (provided such lien securing the payment of the First Lien Loan was recorded prior to the date on which the assessment became delinguent) and the liens for unpaid taxes, assessments and other governmental impositions. Without in any way limiting the foregoing, the tiens established herein shall be prior and superior to any lien for construction of improvements to the Unit or an assignment of the right to insurance Proceeds on the Unit, even if the lien or assignment is recorded or duly perfected before the data on which the Assessment sought to be enforced becomes delinquent under this Declaration, the Bylaws or the Regulations. The liens and encumbrances created herein may be enforced by any means available at law or in equity, including, without limitation, a non-judicial foreclosure sale of the Unit of a defaulting Owner, such sale to be conducted in the manner set forth in Section 51.002 of the Texas Property Code. (as now written or as hereafter amended). The Owner of each Unit, by acquisition of such Unit, grants to the Association a power of sale in connection with the Association's liens. By written resolution, the Board of Directors may appoint, from time to time, an officer, agent, trustee or attomey of the Association to exercise the power of sale on behalf of the Association. The Association may bid for and purchase the Unit, as a Common Expense, at any such foreclosure sale. The foreclosure by a First Mortgagee of a Unit in order to satisfy the First Lien Loan will extinguish the subordinate lien for any Assessments which became payable prior to the date of such foreclosure sale.

Section 8.5 Commencement of Obligation to Pay Assessments. The obligation to pay Assessments shall begin on the first day of the calendar month following the date that the first Unit is conveyed by the Declarant to a third party purchaser. Each Owner, excluding the Declarant prior to the "Initial Guarantee Expiration Date" but including the Declarant thereafter, shall be obligated to commence payment of all Assessments against his Unit on such date. Prior to the date the obligation to pay Assessments commences, the Declarant shall pay all Common Expenses (excluding portions thereof allocable to reserves); provided, however, that nothing contained herein shall prevent Declarant from collecting from the purchaser of a Unit at closing any expenses, such as taxes and insurance, to the extent that Declarant prepaid on behalf of the Unit being purchased. During the period commencing from the data of recording of the first deed of conveyance to the purchaser of a Unit until the earlier of (i) one (1) year thereafter or (ii) the expiration of the Declarant Control Period ( the "Initial Guarantee Expiration Date"), the Declarant shall not be obligated to pay the share of the Common Expenses and Assessments attributable to Units that Declarant owns, provided that the regular monthly Assessments for Common Expenses imposed on each Unit Owner other than the Declarant shall not increase during such periods over the amounts set forth on Exhibit 8 for each of the Units.

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Section 6.6 Redemption by Owner. The Owner of a Unit purchased by the Association, at a foreclosure sale of the Association's lien for Assessments, may redeem the Unit no later than the one hundred eightieth (180th) day after the date of foreclosure. To redeem the Unit, the Owner must pay to the Association all amounts due to the Association at the time of foreclosure. sale, interest from the date of foreclosure sale to the date of redemption at the Past Due Rale, reasonable attorney's fees, and costs incurred by the Association in foreclosing the lien, any Assessment levied against the Unit by the Association after the foreclosure sale, and any reasonable costs incurred by the Association, as Owner of the Unit, including costs of maintenance and leasing. Upon redemption, the Association shall execute a special warranty deed to the redeeming Owner of the Unit. The exercise of the right of redemption is not effective against a subsequent purchaser or lender for value without notice of the redemption after the redemption period expires unless the redeeming Owner of the Unit records prior to such date the deed from the Association or an affidavit stating that the Owner has exercised the right of redemption. A Unit that has been redeemed remains subject to all liens and encumbrances of the Unit before foreclosure. All Rents collected from the Unit by the Association from the date of foreclosure sale to the date of redemption belong to the Association, but the Rents shall be credited against the redemption amount. If the Association purchases a Unit at a sale foreclosing the Association's lien, the Association may not transfer ownership of the Unit during the redemption period to a person other than a redeeming Owner.

Section 6.7 <u>Notice of Default</u>. If the Owner of a Unit defaults in the Owner's monetary obligations to the Association, the Association may, but shall not be required to, notify other lien holders of the default and the Association's intent to foreclose its lien. However, the Association shall notify any First Mortgagee who has given the Association a written request for notification of a particular Owner's monetary default of the Association's intent to foreclose its lien as a result of such default.

Section 6.8 <u>Alternative Actions</u>. Nothing contained in this Declaration shall prohibit the Association from taking any other legal actions including, without limitation, accepting a deed in lieu of foreclosure, filing a suit for judicial foreclosure, or filing a suit to recover a money judgment for sums that may be secured by the lien.

#### ARTICLE 7

#### Casualty and Condemnation

Section 7.1 Loss or Damage. In the event the Property, or any part thereof, is damaged or destroyed by fire or other casualty, the Association shall rebuild or repair the Property and collect and dispose of any proceeds of any casualty insurance policy in strict accordance with Section 82.111(e), (f) and (i) of the Act.

Section 7.2 <u>Condemnation</u>. If all or any part of the Property is taken or threatened to be taken by eminent domain or by action 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 such notice as it receives of the existence of such proceeding to all Owners and to all First Mortgagees who have registered with the Association. The expense of participation in such proceedings by the Association shall be a Common Expense. 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 collected, maintained and disbursed in accordance with Section 82.007 of the Act. Any

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restoration or repair of the Property following a partial condemnation, shall be performed in accordance with the provisions of the Act.

#### ARTICLE 8

#### **Development Period**

Section 8.1 Initial Directors. The Board of Directors shall be initially established by the Declarant as set forth in the Bylaws.

Section 8.2 Declarant Control Period.

8.2.1 Except as is provided in the Act, the Declarant shall have the right to appoint and remove members of the Board of Directors during the Declarant Control Period. If the Declarant voluntarily surrenders control prior to the end of the Declarant Control Period, the Declarant may require that specified actions of the Board of Directors be subject to the Declarant's approval until the end of the Declarant Control Period.

8.2.2 Not later than one hundred twenty (120) days after Declarant has conveyed to Owners other than Declarant title to fifty percent (50%) of the Units in the Property, an election shall be held by the Association, pursuant to the Bylaws, for the election of not less than one-third (1/3) of the members of the Board of Directors.

8.2.3 Not later than the expiration of the Declarant Control Period, the Unit Owners shall elect a Board of Directors of at least three members who need not be Unit Owners.

#### Section 8.3 Working Capital Contributions.

8.3.1 Each Owner purchasing a Unit from the Declarant shall, at the time he purchases a Unit from the Declarant, contribute an amount to the Association equal to the Working Capital Contribution. Such amount shall be a contribution of working capital to the Association and shall not be considered as an advance payment of Monthly Assessments.

8.3.2 The Working Capital Contribution shall be made only once with respect to each Unit.

8.3.3 Working Capital Contributions may be used by the Association for start up costs, such as insurance and other items that are budgeted but not yet collected, and needs to be used by the Association.

#### ARTICLE 9

#### **Miscellaneous**

Section 9.1 <u>Revocation or Termination of Declaration</u>. This Declaration may be revoked or the Condominium may be terminated, only by an instrument in writing, duly approved, executed and acknowledged by those Owners holding not less than eighty percent (80%) of the votes allocated by this Declaration and not less than one hundred percent (100%) vote of First Mortgagees. Without in any way limiting the foregoing, until the first Unit is sold to a third party by the Declarant, the Declarant, acting alone and in its sole discretion, may revoke this Declaration or terminate the Condominium by an instrument in writing duly executed and acknowledged by the Declarant. Any instrument of revocation or termination shall be duly filed

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of record in the appropriate records of the County. If the Property is to be sold upon termination, the agreement effecting such termination shall also set forth the terms of such sale and comply with the provisions of Section 82.068(c) of the Act.

Section 9.2 Amendment to Declaration. Unless otherwise prohibited by the Act, this Declaration may be amended at a meeting of the Owners at which the amendment is approved by those Owners holding not less than sixty-seven percent (67%) of the allocated votes and not less than fifty-one percent (51%) of the First Mortgagees. Such amendment shall be evidenced by a written instrument executed and acknowledged by an officer of the Association on behalf of the consenting Owners and filed of record in the county in which the Property is located. Any such amendment so effected shall be binding upon all of the Owners, provided however that except as permitted or required by the Act, no such amendment shall (i) cause the alteration or destruction of a Unit or of a Limited Common Element unless such amendment has been consented to by the Owner and the First Mortgagee of the Unit which is to be altered or destroyed or by the Owner and First Morlgagee of a Unit to which the Limited Common Element that is to be altered or destroyed is appurtenant, (ii) create or increase Special Declarant Rights, (iii) increase the number of Units, (iv) change the boundaries of a Unit (except as permitted by Section 2.6 of this Declaration), (v) change the use restrictions on a Unit, or (vi) change the formula or method for calculation of the "Fractional Share of Liabilities", unless such amendment has been consented to by one hundred percent (100%) of the votes of the Association. The Association shall give each First Mongagee written notice of any proposed action or amendment requiring the approval of a First Mortgagee. Notwithstanding the foregoing, no such amendment shall become effective unless approved by the Declarant if the Declarant still owns one or more Units and the amendment would, in the Declarant's reasonable determination; (a) increase or otherwise modify the Declarant's obligations; (b) reduce or modify any Special Declarant Rights; or (c) materially inhibit or delay the Declarant's ability to complete the Improvements or to convey any portion of the Property owned by the Declarant. The Board of Directors or the Declarant, if the Declarant owns a Unit that has never been occupied, may without a vote of the Owners or approval of the Association amend this Declaration in any manner necessary to meet the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans Administration. In addition, the Declarant shall have the continuing right until the end of the Declarant Control Period, without the consent of other Owners or the representatives of any mortgagee, to amend this Declaration for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any misstatements, errors or omissions herein, provided that no such amendment shall change the stated number of Units or the undivided fractional ownership interest in the Common Elements attributable thereto (except as set forth in Section 2.1.2). In addition, the Declaration may also be amended in other ways as provided in Section 82.067(b) of the Act. NO AMENDMENT MAY AFFECT AN OWNER OF A COMMERCIAL UNIT WITHOUT THE WRITTEN CONSENT OF THE OWNER THEREOF.

Section 9.3 <u>Enforcement</u>. The Board of Directors (either on its own behalf or through the Manager) or any Owner shall have the right to enforce, by any proceedings at law or in equity, all terms and provisions of this Declaration. Failure by the Board of Directors (or the Manager on behalf of the Board of Directors) or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter. Notwithstanding the foregoing, any enforcement against the Declarant will be in accordance with the binding arbitration provisions of this Declaration.

Section 9.4 <u>Partial invalidity</u>. In the event any provision of this Declaration, the Bylaws or the Regulations shall be determined by a court of competent jurisdiction to be invalid or

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unenforceable, such determination shall in no way impair or affect the validity or enforceability of the remainder of such instruments.

Section 9.5 <u>Conflicts</u>. In the event any of the provisions of this Declaration, the Bylaws or the Regulations shall be in conflict with the provisions of the Act or the Texas Non-Profit Corporation Act, the provisions of such statutes shall control. In the event that a conflict exists between the provisions of this Declaration, the Bylaws or the Regulations, the provisions of this Declaration shall control over the Bylaws and the Regulations and the provisions of the Bylaws shall control over the provisions of the Regulations.

Section 9.6 <u>Captions and Exhibits</u>. Captions used in the various articles and sections of this Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions hereof. All exhibits are incorporated in and made a part of this Declaration.

Section 9.7 <u>Usury</u>. It is expressly stipulated that the terms of this Declaration, the Bylaws and the Regulations shall at all times comply with the usury laws of the State of Texas. If such laws are ever revised, repealed, or judicially interpreted so as to render usurious any amount called for hereunder or under the Bylaws or the Regulations or contracted for, charged or received in connection with any amounts due hereunder or under the Bylaws or the Regulations, or if the Associations exercise of any provisions hereof or of the Bylaws or the Regulations results in any party having paid any interest in excess of that permitted by applicable law, then it is the Association's and/or the Declarant's express intent that all excess amounts theretofore collected by the Association be credited on the principal balance of any indebtedness (or, if the indebtedness has been paid in full, refunded to the payor), and the provisions of this Declaration, the Bylaws and the Regulations immediately be deemed reformed and the amounts thereafter collected be reduced, without the necessity of execution of any now document, so as to comply with then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder.

Section 9.8 Cable/Data System and Transmission Tower. Declarant hereby reserves the exclusive right to install or have installed a Cable/Data System as defined below. The Cable/Data System if and when installed shall be maintained by either a satellite/cable television provider or a telecommunication service provider or both. Declarant reserves the right to grant nonexclusive easements over the Property as necessary to provide cable television and telecommunication services to Owners, including easements for access, ingress and egress for installation, maintenance and removal of any type of cable and telecommunication equipment, including, without limitation, antennae, head end equipment, cable amplifier, line splitting devices, coaxial cable, amplifier housing and all facilities related thereto (collectively, "Cable/Data System"), as well as for the solicitation of sales, marketing, disconnection of service and subscriber equipment retrieval. Each Unit and the Property shall be subject to an easement in favor of all other Units and in favor of the entity holding the right to provide cable television and telecommunication service to the Condominium, to provide for the passage through the Units and the Common Area of television and telecommunication connections from any other Unit to the Cable/Data System, and shall be subject to further easement for the placement and maintenance of such connections. Declarant, on behalf of itself and its successors, assigns and grantees, hereby acknowledges and agrees that its interest in the Property is subject to the terms of any agreement between Declarant and a satellite/cable television provider or a telecommunication services provider (collectively, the "Cable Contract"), and the Association and all Owners shall be subject to all of the limitations, restrictions, reservations, rights, easements, conditions, and covenants set forth in such Cable Contract.

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The Declarant shall be entitled to collect and retain all amounts payable under the Cable. Contract or any assignment of Declarant's rights thereunder.

Declarant hereby reserves for its benefit an exclusive easement over an area located on the roof of the Building not to exceed two thousand five hundred (2500) square feet in aggregate ("Equipment Easement Area") for the purpose of installation and maintenance of telecommunication and cable transmitting and receiving equipment and all facilities related thereto, satellite and microwave dishes, and other antenna, transmitting, receiving and relay equipment and devices for use in connection with operations inside and/or outside of the Condominium, and a nonexclusive easement over the Property as necessary for the purpose of ingress, egress and access to such equipment for installation, maintenance, repair, replacement and removal; provided such easements shall be exercised in a manner that does not unreasonably interfere with or disrupt the operation of the Condominium and the use thereof by the Owners. Declarant shall be entitled to collect and retain any and all amounts payable pursuant to any agreement for use or lease of the Equipment Easement Area or any assignment of Declarant's rights hereunder.

Section 9.9 <u>Right to Convey.</u> Declarant reserves the right to convey any Unit to the Association, and the Association is obligated to accept any unit. Association agrees to assume any obligation for taxes, common fees and other matters related to said Units.

Section 9.10 Use of Number and Gender. Whenever used herein, and unless the context shall otherwise provide, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders.

Section 9.11 - 9.19: <u>Additional Rights of Mortgagees and Others</u>. The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and, to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions shall control:

Section 9.11 Upon request in writing, the Association shall furnish to each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration that has not been cured within 30 days.

Section 9.12 Upon request in writing, each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage on a Unit shall have the right:

(a) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books, records and financial statements of the Association during normal business hours;

(b) to receive, without any charge and within a reasonable time after such request, the annual audited financial statement which is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year; provided, however, that in the event an audited financial statement is not available, the holders of 51% or more of the first mortgages in the Units shall be entitled to have such an audited statement prepared at their expense;

(c) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

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(d) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, the By-Laws or the Articles of Incorporation;

(e) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(f) to receive written notice of any action which would require the consent of a specified number of Institutional First Mortgagees.

Section 9.13. No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the Institutional First Mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

Section 9.14 The consent of Owners holding at least 75% of the total votes in the Association and the approval of the holders of first mortgages on Units which represent at least 51% of the votes of Units that are subject to first mortgages shall be required to add or amend any material provisions of this Declaration which establish, provide for, govern or regulate any of the following:

- (a) Voting rights;
- (b) Increases in Assessments that raise the previously Assessment by more than 25%, Assessment liens or the priority of Assessment liens;
- (c) Reductions in reserves for maintenance, repair and replacement of the Common Elements, unless otherwise provided for by statute.;
- (d) Hazard or fidelity insurance requirements;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the Condominium Property;
- (g) Boundaries of any Unit;
- (h) Convertibility of Units into Common Elements or of Common Elements into Units;
- Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit; and
- (j) Leasing of Units;

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- (k) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than as provided in this Declaration; or
- (i) Any decision by the members of the Association to establish selfmanagement;

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(n) Any provisions which are for the express benefit of holders, insurers or guarantors of first montgages on the Units.

Section 9.15 Upon specific written request to the Association, each Institutional First Mortgagee of a Unit or holder, insurer or guarantor of a mortgage on a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds \$10,000.00 or if damage shall occur to a Unit in excess of \$1,000.00.

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Section 9.16 If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder, insurer or guarantor of any first mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle a Unit Owner or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

Section 9.17 Any holder of a first mortgage on a Unit who receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 9.18 In the event professional management has been previously required by any holder, insurer or guarantor of a first mortgage on a Unit, any decision to establish self management by the Association shall require the prior consent of Unit Owners.

Section 9.19 Any mortgagee consent required under this Section shall not be unreasonably withheld and shall otherwise be deemed to apply to the extent applicable.

Section 9.20 <u>Governing Law</u>. THIS DECLARATION AND THE ARTICLES, BYLAWS AND REGULATIONS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE CONDOMINIUM SHALL BE IN DALLAS COUNTY, TEXAS. ANY DISPUTE BETWEEN THE DECLARANT AND THE ASSOCIATION MUST BE BY MANDATORY BINDING ARBITRATION, IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

Continued on next page

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Declaration

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IN WITNESS WHEREOF, the Declarant has duly executed this Declaration on the day and year first set forth above.

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#### DECLARANT:

Turtle Creek Devolopment, L.P., a Delaware limited partnership

By: Turtle Creek GP, L.L.C., a Delaware limited liability company, as General Partner al i de la secto de secto de la contrata a contrata

By: Name: Shay Mayron Title: President

#### STATE OF TEXAS COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_day of November, 2002 by Shay Mayron as Vice President of Turtle Creek GP, L.L.C., a Delaware limited liability company, as General Partner, on behalf of Turtle Creek Development, L.P., a Delaware limited partnership on behalf of the partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of November 2002.

NOTARY PUBLIC

#### LIST OF EXHIBITS:

Exhibit A — Legal Description of Additional Property Exhibit B — Allocation of Ownership Interests and Liabilities Exhibit C --- Legal Description of Land Exhibit D — Map

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#### CONSENT AND SUBORDINATION

The undersigned, beneficiary under a Deed of Trust ("Deed of Trust") dated as of June 28, 2002 and recorded June 28, 2002 in Volume 126, Page 00114 of the Real Property Records of Dallas County, Texas, approves the foregoing Condominium Declaration (the "Declaration") and agrees that the Deed of Trust is, and shall at all times continue to be, subject, inferior and subordinate to the Declaration, provided that the Deed of Trust shall continue to constitute a first-in-priority lien upon the real property, appurtenances, and improvements conveyed thereby until expressly released.

Dated: Nevember 21. 2002

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GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation

By: 🖊 Hort ber T Name: 🔏 Title: Arras May -in - Tout

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R.A. Nart	was	acknowledged	on	novem	w21.	2002,	by
PD Slast		Ŧ		. as A-7	r-F		on
hehalf of said GENERAL	FLEC	TRIC CAPITAL	CO	PORATION, a	Delaware corp	oration.	

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CAROLINE SINS MY COUNISSION EXPIRES August 22, 2003

Notary Public, State of

ATL/HD7#EJ

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The undersigned, beneficiary under a Deed of Trust ("Deed of Trust") dated as of October 7, 2002, and recorded October 8, 2002, in Dallas County Clerk's File Number 2021661 of the Real Property Records of Dallas County, Texas approves the foregoing Condominium Dectaration (the "Declaration"), and agrees that the lien of the Deed of Trust is, and shall at all times continue to be, subject, inferior and subordinate in all respects to the lien of the Declaration, provided that the Deed of Trust shall continue to constitute a second-in-priority lien upon the real property, appurtenances and improvements conveyed thereby until expressly released.

Dated: November 22, 2002

ARBOR COMMERCIAL MORTGAGE, LLC

a New York limited liability company

By: Name:

Title: Guy R. Milone, Jr. // Associate General Counsel/Member

State of NEW YORK ) 

a size c. This instrument was acknowledged on November 22, 2002, by Guy R. KILAFE, IR, as (An out) MORTGAGE, LLC, a New York limited liability company.

Susana Sure

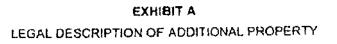
NOTMENT PUBLIC, STHINE OF NEW YORK.

SUSANNE SKEPFK Notory Public, Skepe of New York No. 015K5052470 Qualified in Sufficik County Commission Friend Dec. 18, 2002

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	TRACT 2	
0	UT OF LOT 1A, BLO	CK A/992
	SALE STREET ADDI	TION
	CITY OF DALLAS, TH	EXAS
PR	OPERTY DESCRIPTION TRACT 2	
and being part of that tract recorded in Volume 98126, Po being a part of Lot 1A, Black City of Dailos as recorded by	situated in the W. Grigsby Survey, conveyed to 3225 Turle Creek, Li age 1841, Deed Records, Dallas Co k A/992, Sole Street Addition, an i plat in Volume 99192, Page 15, ing more porticularly described as	P, by deed sunty, Texas, and Addition to the Deed Records,
	nd for corner at the intersection ( 60' R.O.W.) with the southeast fine	
THENCE N4573'17"E, along so "x" out found for corner at t southwesterly line of Hail Stre	id southeast line, a distance of 4 he intersection of sold southeast set (variable width R.O.W.);	73.17 feet to an line with the
THENCE S57'54'16"E, clong so a point for corner;	ld southwesterly line, a distance a	of 111.01 leat to
THENCE \$43'54'36"W, departin feet to a point for corner;	ig sald sauthwesterty line, a dista	ince of 201.89
THENCE \$52'56'02"W, a distan	ice of 192.36 feet to a point for	corner;
northwest line of a tract con	ce of 241.35 feet to a point for veyed to Meridian Properties Numb e 87249, Page 3422, Deed Record	er 5 (USA)
an "x" cut on walk for corner	id northwesterly line, a distance a r at the southwest corner of sold rtheast line of Cedar Springs Roa	Meridian tract
THENCE N47'46'43"W, along su PDINT OF BEGINNING and can more or less.	ald northeast line, a distance of J taining 71,631 square feet or 1.64	928.00 feet to the 44 acres of land,
The basis of bearings shown b de Street, N451317"E, as sho b. 2, an Addition to the City Vol. 99192, Pg. 15, Deed Rea	own on the Sale Street Addition of Dallas as recorded by plat	on,

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## TRACT 3 OUT OF LOT 1A, BLOCK A/992 SALE STREET ADDITION CITY OF DALLAS, TEXAS

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PROPERTY DESCRIPTION TRACT 3

BEING a 1.1437 acre tract situated in the W. Grigsby Survey, Abstract No. 501, and being part of that tract conveyed to 3225 Turle Creek, L.P. by deed recorded in Valume 98126, Page 1841, Deed Records, Dallas County, Texas, and being a part of Lat 1A, Block A/992, Sale Street Addition, an Addition to the City of Dallas as recorded by plat in Volume 99192, Page 15, Deed Records, Dollas County, Texas, and being more particularly described as follows:

**BEGINNING at a nail found for corner in the southwest line of Holl Street (variable width** R.O.W.), sold corner being the north corner of a tract conveyed to George Poston by deed recorded in Volume 84021, Page 4106, Deed Records, Dollas County, Texas;

THENCE \$43'\$4'36"W, deporting sold southwest line and along the northwest line of sold Poston tract, a distance of 193.95 feet to an "x" cut set for corner at the southwest corner of sold Poston tract;

THENCE S48"21'43"E, along the southwest line of sold Poston tract and passing the southeast corner of sold tract and the southwest corner of a tract conveyed to sold George Poston by deed recorded in Volume 80053, Page 701, Deed Records, Dollas County, Texas, and continuing along the southwest line of this tract in all a total distance of 131.60 feet to on "x" cut set for corner of the southeast corner of sold Poston tract;

THENCE S41'38'12"W, departing sold southwest line of sold Poston tract, a distance of 42.40 feet to a point for corner;

THENCE \$40°54'31°E, a distance of 59.33 feet to a 5/8° iron rod set for corner at the north corner of a tract conveyed to Meridian Properties Number Five (USA) Limited by deed recorded in Volume 87249, Page 3422, Deed Records, Dollas County, Texas;

THENCE \$45"41"17"W, along the northwest line of sold Meridion tract, a distance of 168.00 feet to a point for corner;

THENCE N4478'43"W, deporting said northwest line, a distance of 241.35 feet to a point for corner;

THENCE N52"56'02"E, a distance of 192.36 feet to a point for corner;

THENCE N43"54"36"E, a distance of 201.89 feet to a point for corner in the aforementioned southwest line of Hall Street;

IHENCE \$57'54'16"E, along sold southwest line, a distance of 24.52 feet to the POINT OF BEGINNING and containing 49,819 square feet or 1.1437 acres of land, more or less.

The basis of bearings shown hereon is the southeast line of Sale Street, N451317"E, as shown on the Sale Street Addition, No. 2, an Addition to the City of Dallas as recorded by plat In Vol. 99192, Pg. 15, Deed Records, Dallas County, Texas.

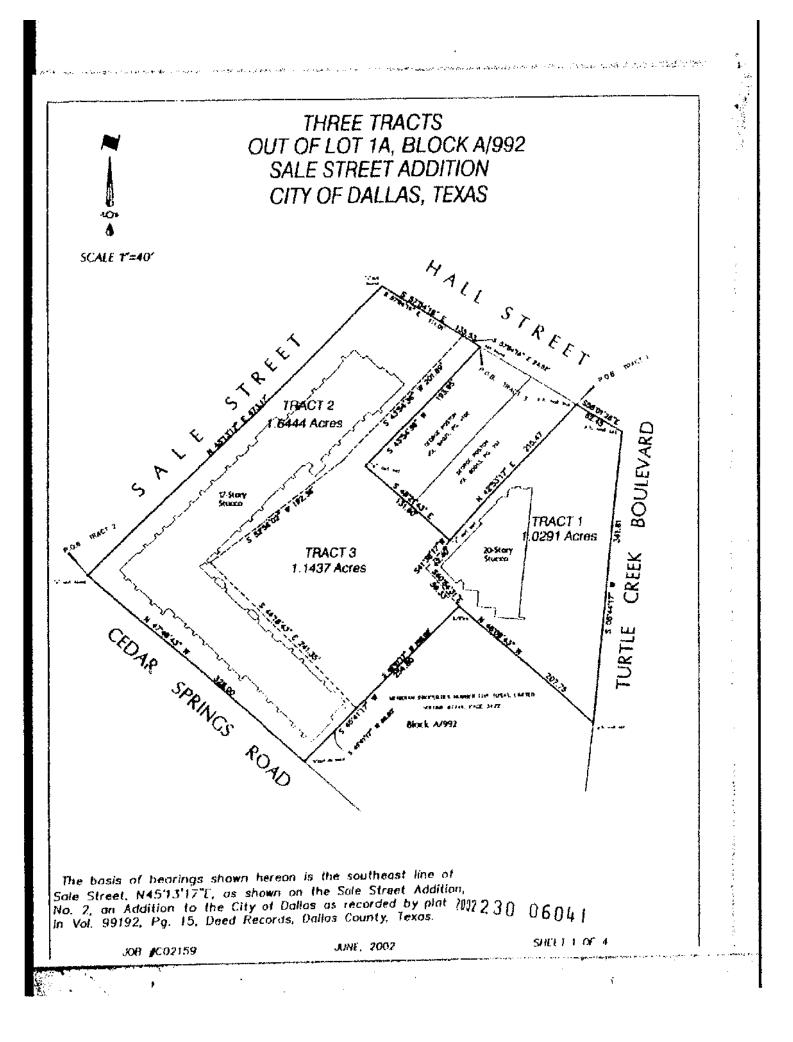
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JUNE 2002

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The Renaissance on Turtle Creek SURVEYOR'S DECLARATION THAT I, JOHN R. PIBURN, JR., do hereby certify that this survey was made on the ground by me or under my personal supervision and the plat hereon is a true, correct, and accurate representation of the property as determined by survey. The lines, dimensions and corners of said property being as indicated by the plat. There are no visible or apparent easements, encroachments, conflicts or protrusions except as shown herean. The map and property description contained herein contain all information required by Section 82.059 of the Texas Property Code. hn R. Piburn, Jr., R.P.L.S. John R. Piburn, Jr., R. Registration No. 3689 EB BROCKETTE DAMS DRAKE , inc. consulting engineers Civit & Structural Engineering Surveying 4144 North Central Expressway, Suite 1100 Dallas, Texas 7520202230 06042 (214)824-3647, fax (214) 824-7064 JUNE 2002

### EXHIBIT 8

### ALLOCATION OF OWNERSHIP INTERESTS AND LIABILITIES

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	ALLOCATION OF OWN	IERSHIP INTERESTS	······································
		Undivided	
		Ownership	Į
Unit#	Туре	Interest	Unit Area*)
101	Residential	0.53263%	829
102	Residential	0.55127%	858
201	Residential	0.74337%	1,157
202	Residential	0.55127%	858
203	Residential	0.55127%	858
204	Residential	0.74337%	1,157
205	Residential	0.45746%	712
206	Residential	0.74016%	1,152
207	Residential	0.74659%	1,162
301	Residential	0.74337%	1,157
302	Residential	0.73888%	1,150
303	Residential	0.74016%	1,152
304	Residential	0.74337%	1,157
305	Residential	0.45746%	712
306	Residential	0.74016%	1,152
307	Residential	0.74659%	1,162
401	Residential	0.72346%	1,126
402	Residential	0.71960%	1,120
403	Residential	0.71960%	1,120
404	Residential	0.71896%	1,119
405	Residential	0.45746%	712
406	Residential	0.74016%	1,152
407	Residential	0.74659%	1,162
501	Residential	0.72346%	1,126
502	Residential	0.71960%	1,120
503	Rosidential	0.71960%	1,120
504	Residential	0.72346%	1,126
505	Residential	0.45746%	712
506	Residential	0.74016%	1,152
507	Residential	, 0.74659%	1,162
601	Residential	0.72346%	1,126
602	Residential	0.71960%	1,120
603	Residential	0.71960%	1,120
604	Residential	0.72346%	1,128
605	Residential	0.45748%	712
696	Residential	0.74016%	1,152
607	Residential	0.74659%	1,162
701	Residential	0.72346%	1,126
702	Residential	0.71960%	1,120
703	Residential	0.71960%	1,120
704	Residential	0.72348%	1,126
705	Residential	0.45748%	712
706	Residential	0.74018%	1,152
707	Residential	0.74659%	1,162

EXHIBIT B

\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.  $797.2.3.0\pm0.6.0.4.4$ 

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	ALLOCATION OF OWN	ERSHIP INTERESTS	
{		Undivided	
		Ownership	}
Unit#	Туре	interest	Unit Area*
801	Residential	0.72346%	1,126
802	Residential	0.71960%	1,120
803	Residential	0.71960%	1,120
804	Residential	0.72346%	1,126
805	Residential	0.45746%	712
806	Residential	0.74016%	1,152
807	Residential	0 74659%	1,162
901	Residential	0.72346%	1,126
902	Residential	0.71960%	1,120
903	Residential	0.71960%	1,120
904	Residential	0.72346%	1,126
905	Residential	0.45746%	712
906	Residential	0.74016%	1,152
907	Residential	0.74659%	1,162
1001	Residential	0.72346%	1,126
1002	Residential	0.71960%	1,120
1003	Residential	0.71960%	1,120
1004	Residentiat	0.72346%	1,126
1005	Residential	0.45746%	712
1006	Residential	0.74016%	1,152
1007	Residential	0.74859%	1,162
1101	Residential	0.72346%	1,126
1102	Residential	0.71960%	1,120
1103	Residential	0.71960%	1,120
1104	Residential	0.72346%	1,125
1105	Residential	0.45746%	712
1106	Residential	0.74016%	1,152
1107	Residential	0.74659%	1,162
1201	Residential	0.72346%	1,126
1202	Residential	0.71960%	1,120
1203	Residential	0.71960%	1,120
(204	Residential	0.72346%	1,126
1205	Residential	0.45746%	712
1206	Residential	0.74016%	1,152
1207	Residential	0.74.359%	1,162
1401	Residential	0.72346%	1,126
1402	Residential	0.71960%	1,120
1403	Residential	0.71960%	1,120
1404	Residential	0.72348%	1,126
1405	Residential	0.45746%	712
1406	Residential	0.74016%	1,152
1407	Residential	0.74659%	1,162
1501	Residential	0.72346%	1,126
1502	Residential	0.71960%	1,120

EXHIBIT B ALLOCATION OF OWNERSHIP INTERESTS

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\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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[		أسعرتهما بالمحدا ا	
		Undivided	
		Ownership	
Unit#	Туре	interest	Unit Area*
1503	Residential	0.71960%	1,120
1504	Residential	0.72346%	1,126
1505	Residential	0.45746%	712
1506	Residential	0.74016%	1,152
1507	Residential	0.74659%	1,162
1601	Residential	0.72346%	1,126
1602	Residential	0.71960%	1,120
1603	Residential	0.71980%	1,120
1604	Residential	0.72346%	1,126
1605	Residential	0.45746%	712
1606	Residential	0.74016%	1,152
1607	Residential	0.74659%	1,162
1701	Residential	0.72346%	1,126
1702	Residential	0.71960%	1,120
1703	Residential	0.71960%	1,120
1704	Residential	0.72346%	1,126
1705	Residential	0.45746%	712
1706	Residentiai	0.74016%	1,152
1707	Residential	0.74659%	1,162
1801	Residential	0.72346%	1,126
1802	Residential	0.71960%	1.120
1803	Residential	0.71960%	1,120
1804	Residential	0.72346%	1,126
1805	Residential	0.45746%	712
1806	Residential	0.74018%	1,152
1807	Residential	0.74659%	1,162
1901	Residential	0.72346%	1,126
1902	Residential	0.71960%	1,120
1903	Residential	0.71960%	1,120
1904	Residential	0.72346%	1,126 712
1905	Residential	0.45746%	1,152
1906	Residential	0.74016%	•
1907	Residential	0.74659%	1,162 1,128
2001	Residential	0.72346%	1,120
2002	Residential	0.71960%	1,120
2003	Residential	0.71960%	1,126
2004	Residential	0.72346%	712
2005	Residential	0.45746%	1,152
2006	Residential	0.74016%	1,152
2007	Residential	0.74659%	1,126
2101	Residential	0.72346%	1,120
2102	Residential	0.71960%	
2103	Residential	0.71960%	1,120 1,126
21 <b>04</b>	Residential	0.72346%	1,120

EXHIBIT 8

\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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		Undivided Ownership	
Unit #	Туре	Interest	Unit Area
2105	Residential	0.45746%	712
2106	Residential	0.74016%	1,152
2107	Residential	0.74659%	1,162
2201	Residential	1.19505%	1,860
2202	Residential	1.19248%	1,856
2203	Residential	1 19248%	1,856
2204	Residential	1.19505%	1,860
2205	Residential	0.45746%	712
2206	Residential	0.74016%	1,152
2207	Residential	0.74659%	1,162
CU-1	Commercial	0.16063%	250
CU-2	Commercial	0.16083%	250
CU-3	Commercial	0.16063%	259
CU-4	Commercial	0.16063%	250

EXHIBIT B ALLOCATION OF OWNERSHIP INTERESTS

\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units 207230 - 0.6047

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ALLOCATION OF OWNERSHIP INTERESTS			
[		Undivided	1
		Ownership	1
Unit#	Туре	Interest - Pha	
101	Residential	0.13487%	829
102	Residential	D.13959%	858
201	Residential	0.18824%	1,157
202	Residential	0.13959%	858
203	Residential	0.13959%	858
204	Residential	0.18824%	1,157
205	Residential	0.11584%	712
206	Residential	0.18710%	1,152
207	Residential	0.18905%	1,162
301	Residential	0.18824%	1,157
302	Residential	0.18710%	1,150
303	Residential	0.18710%	1,152
304	Residential	0.18824%	1,157
305	Residential	0.11584%	712
306	Residential	0.18710%	1,152
307	Residential	0.18905%	1,162
401	Residential	0.18319%	1,126
402	Residential	0.18222%	1,120
403	Residential	0.18222%	1,120
404	Residential	0.18205%	1,119
405	Residential	0.11584%	712
406	Residential	0.18710%	1,152
407	Residential	0.18905%	1,162
501	Residential	0.18319%	1,126
502	Residential	0.18222%	1,120
503	Residential	0.18222%	1,120
504	Residential	0.18319%	1,126
50 <del>5</del>	Residential	0.11584%	712
506	Residential	0.18710%	1,152
507	Residentiat	0.18905%	1,1 <del>6</del> 2
801	Residentiat	0,18319%	1,126
602	Residential	0.18222%	1,120
603	Residential	0.18222%	1,120
604	Residential	0.18319%	1,126
605	Residential	0.11584%	712
606	Residential	0.18710%	1,152
607	Residential	0.18905%	1,162
701	Residential	0.18319%	1,126
702	Residential	0.18222%	1,120
703	Residential	0.18222%	1,120
704	Residential	0.18319%	1,126
705	Residential	0.11584%	712
706	Residential	0.19710%	1,152
707	Residential	0.18905%	1,162

EXHIBIT B

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ALLOCATION OF OWNERSHIP INTERESTS				
Undivided				
		Ownership		
Unit#	Туре	Interest - Phase	II. Unit Area	
801	Residential	0.18319%	1,126	
802	Residential	0.18222%	1,120	
803	Residential	0.18222%	1,120	
804	Residential	0.18319%	1,126	
805	Residential	0.11584%	712	
806	Residential	0.18710%	1,152	
807	Residential	0.18905%	1,162	
901	Residentiai	0.18319%	1,126	
902	Residential	0.18222%	1,120	
903	Residential	0.18222%	1,120	
904	Residential	0.18319%	1,128	
905	Residential	0.11584%	712	
906	Residential	0.18710%	1,152	
907	Residential	0.18905%	1,162	
1001	Residential	0.18319%	1,126	
1002	Residential	0.18222%	1,120	
1003	Residential	0.18222%	1,120	
1004	Residential	0.18319%	1,126	
1005	Residential	0.11584%	712	
1006	Residential	0.18710%	1,152	
1007	Residential	0.18905%	1,162	
1101	Residential	0.18319%	1,126	
1102	Residential	0.18222%	1,120	
1103	Residential	0.18222%	1,120	
1104	Residential	0.18319%	1,126	
1105	Residential	0.11584%	712	
1106	Residential	0.18710%	1,152	
1107	Residential	0.18905%	1,162	
1201	Residential	0.18319%	1,126	
1202	Residential	0.18222%	1,120	
1203	Residential	0.18222%	1,120	
1204	Residential	0.18319%	1,126	
1205	Residential	0.11584%	712	
1206	Residential	0.18710%	1,152	
1207	Residential	0.18905%	1,162	
1401	Residential	0.18319%	1,126	
1402	Residential	0.18222%	1,120	
1403	Residential	0.18222%	1,120	
1404	Residential	0.18319%	1,126	
1405	Residential	0.11584%	712	
1406	Residential	0.18710%	1,152	
1407	Residential	0.18905%	1,162	
1501	Residential	0.18319%	1,126	
1502	Residential	0.18222%	1,120	

EXHIBIT B ALLOCATION OF OWNERSHIP INTERESTS

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	EXHI		
	ALLOCATION OF OWN		<u>ESIS</u>
		Undivided Ownership	
Unit#	Туре	•	Phase II Unit Area
1503	Residential	0.18222%	1,120
1503	Residential	0.18319%	1,126
1505	Residential	0.11584%	712
1506	Residential	0.18710%	1,152
1507	Residential	0.18905%	1,162
1601	Residential	0.18319%	1,126
1602	Residential	0.18222%	1,120
1603	Residential	0.18222%	1,120
1604	Residential	0.18319%	1,126
1605	Residential	0.11584%	712
1606	Residential	0.18710%	1,152
1607	Residential	0.18905%	1,162
1701	Residential	0.18319%	1,126
1702	Residential	0.18222%	1,120
1703	Residential	0.1 <b>8222%</b>	1,120
1704	Residential	0.18319%	1,126
1705	Residential	0.11584%	712
1706	Residential	0.18710%	1,152
1707	Residential	0.18905%	1,162
1801	Residential	0.18319%	1,126
1802	Residential	0.18222%	1,120
1803	Residential	0.18222%	1,120
1804	Residential	0.18319%	1,126
1805	Residential	0.11584%	712
1806	Residential	0.18710%	1,152
1807	Residential	0.18905%	1,162
1901	Residential	0.18319%	1,126
1902	Residential	0.18222%	1,120
1903	Residential	0.18222%	1,120
1904	Residential	0.18319%	1,126
1905	Residential	0.11584%	712
1906	Residential	0.18710%	1,152
1907	Residentiat	0.18905%	1,162
2001	Residential	0.18319%	1,126
2002	Residential	0.18222%	1,120
2003	Residential	0.18222%	1,120
2004	Residential	0.18319%	1,126
2005	Residential	0.11584%	712
2006	Residential	0.18710%	1,152
2007	Residential	0.18905%	1,162
2101	Residential	0.18319%	1,128
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Residential

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0.18222%

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ALLOCATION OF OWNERSHIP INTERESTS			
[		Undivided	
		Ownership	
Unit#	Туре	interest - Phase	And in case of the local division of the loc
2105	Residential	0.11584%	712
2106	Residential	0.18710%	1,152
2107	Residential	0.18905%	1,162
2201	Residential	0.30261%	1,860
2202	Residential	0.30196%	1,856
2203	Residential	0.30196%	1,856
2204	Residential	0.30261%	1,860
2205	Residential	0.11584%	712
2206	Residential	0.18710%	1,152
2207	Residential	0.18905%	1,162
CU-1	Commercial	0.16063%	250
CU-2	Commerciai	0.16063%	250
CU-3	Commercial	0.16063%	250
CU-4	Commercial	0.16063%	250
Ø10	Residential	0.13569%	834
014	Residential	0.13731%	844
016	Residential	0.13487%	829
018	Residential	0.13559%	834
020	Residential	0.18775%	1,154
042	Residential	0.18775%	1,154
046	Residential	0.18775%	1,154
047	Residential	0.28390%	1,745
048	Residential	0.19523%	1,200
108	Residential	0.18921%	1,163
110	Residentiat	0.13536%	832
112	Residential	0.13292%	817
114	Residential	0.13731%	844
116	Residential	0.13487%	829
118	Residential	0.13569%	834
120	Residential	0.18775%	1,154
122	Residential	0.14854%	913
124	Residential	0.16872%	1,160
126	Residential	0.13569%	834
128	Residential	0.13536%	832
130	Residentiat	0.13536%	832
132	Residential	0.13292%	817
134	Residential	0.13536%	832
136	Residentiat	0.13292%	817
138	Residential	0.08493%	522
140	Residential	0.08753%	538
142	Residential	0.18775%	1,154
143	Residential	0.18775%	1,154
145	Residential	0.18775%	1,154
148	Residential	0.18775%	1,154

EXHIBIT B

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ALLOCATION OF OWNERSHIP INTERESTS			
· · · · · · · · · · · · · · · · · · ·	Undivided		
		Ownersnip	
Unit#	Туре	Interest -	Phase II Unit Area
147	Residential	0.28390%	1,745
148	Residential	0.19523%	1,200
208	Residentiat	0.18921%	1,163
210	Residential	0.13276%	816
212	Residential	0.13536%	832
214	Residential	0.13731%	844
216	Residential	0.13487%	829
218	Residential	0.13569%	834
220	Residential	0.18775%	1.154
222	Residential	D.14854%	913
224	Residential	0,18872%	1,160
226	Residential	0.18775%	1,154
228	Residential	0.13536%	632
230	Residential	0.13276%	816
232	Residential	0.13536%	832
234	Residential	0.13276%	816
236	Residential	0.13536%	832
238	Residential	0.08493%	522
240	Residential	0.08753%	538
242	Residential	0.18775%	1,154 1,154
243	Residential	0.18775%	1,154
245	Residential	0.18775%	1,154
246	Residential	0.18775%	
247	Residential	0.28390%	
248	Residential	0.19523% 0.18921%	
308	Residential	0.13276%	
310	Residential	0.13236%	
312	Residential	0.13731%	
314	Residential	0.13487%	
316	Residential	0.13569%	
318	Residential	0.18775%	
320	Residential	0.14854%	
322	Residential Residential	0.18872%	
324	Residential	0.18775%	
328	Residential	0.13536%	
328	Residential	0.13276%	
330 230	Residential	0.13536%	
332 334	Residential	0.13276%	
334	Residential	0.13536%	
338	Residential	0.08493%	
336 340	Residential	0.08753%	
340 342	Residential	0.18775%	
342	Residential	0.18775%	
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EXHIBIT B ALLOCATION OF OWNERSHIP INTERESTS

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	ALLOCATION OF OWN	Undivided	13
		Ownership	
Unil #	Tuga		ase II Unit Area
345	Type Residential	0.18775%	1.154
346	Residential	0.18775%	1,154
340	Residential	0.28396%	1,745
348	Residential	0.19523%	1,200
406	Residential	0.18921%	1,163
400	Residential	0.13276%	816
412	Residential	0.13536%	832
414	Residential	0.13731%	844
	Residential	0.13487%	629
416 418	Residential	0.13569%	834
418 420	Residential	0.18775%	1,154
	Residential	0.14854%	913
422	Residential	0.18872%	1,160
424 426	Residential	0.18775%	1,154
	Residential	0.13536%	832
428	Residential	0.13270%	816
430 432	Residential	0.13536%	832
	Residential	0.13276%	816
434 436	Residential	0.13538%	832
430	Residential	0.08493%	522
440	Residential	0.08753%	538
440	Residential	0.18775%	1,154
442 443	Residential	0,18775%	1,154
445	Residentiat	0.18775%	1,154
446	Residential	0.18775%	1,154
440	Residential	0.28390%	1,745
441 448	Residential	0.19523%	1,200
508	Residential	0.18921%	1,163
506 509	Residential	0.20207%	1,242
509	Residentiat	0.13276%	816
511	Residential	0.20402%	1,254
	Residential	0.13538%	832
612 514	Residential	0.13731%	844
514	Residential	0 13487%	829
516 517	Residential	0.20174%	1,240
517	Residential	0.13569%	834
518	Residential	0.20174%	1,240
519	Residential	0.18775%	1,154
520	Residential	0.14854%	913
522	Residential	0.16872%	1,160
524	Residential	0.1007479	1 154

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Residential

Residential

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832

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EXHIBIT B				
	ALLOCATION OF OWNERSHIP INTERESTS			
		Undivided		
	_	Ownership	Marca 61 - 1 1 - 2 - 4	
Unit#	Туре		hase II Unit Area	
533	Residential	0.13764%	846	
534	Residential	0.13275%	816	
535	Residential	0.20190%	1,241	
536	Residential	0.13536%	832 522	
536	Residential	0.08493%	522	
540	Residential	0.08753%		
542	Residential	0.18775%	1,154	
543	Residential	0.18775%	1,154 1,154	
545	Residential	0.18775%		
546	Residential	0.18775%	1,154 1,745	
547	Residential	0.28390%		
548	Residential	0.19523%	1,200	
608	Residential	0.18921%	1,163	
609	Residential	0.20207%	1,242 816	
610	Residential	0.13276%		
611	Residential	0.20402%	1,254	
612	Residential	0.13536%	832	
614	Residential	0.13731%	844	
616	Residential	0.13487%	829	
617	Residential	0.20174%	1,240	
618	Residential	0.13569%	834	
619	Residential	0.20174%	1,240	
620	Residential	0.18775%	1,154	
622	Residential	0.14854%	913	
624	Residential	0.18872%	1,160	
626	Residential	0.18775%	1,154	
628	Residential	0.13536%	832	
629	Residential	0.20613%	1,267	
630	Residential	0.13276%	816	
631	Residential	0.13764%	846	
632	Residential	0.13536%	832	
633	Residential	0.13520%	831	
634	Residential	0.13276%	816	
635	Residential	0.13683%	841	
636	Residential	0.13536%	832	
637	Residential	0.08688%	534	
638	Residential	0.08493%	522	
640	Residential	0.08753%	538	
642	Residential	0.18775%	1,154	
643	Residential	0.18775%	1,154	
845	Residential	0.18775%	1,154	
646	Residential	0.18775%	1,154	
647	Residential	0.28390%	1,745	
646	Residential	0.19523%	1,200	

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	EXHIE	NT B	
	ALLOCATION OF OWN	ERSHIP INTERESTS	ì
		Undivided	
		Ownership	
Unit #	Туре	interest - Phas	e II Unit Area
708	Residential	0.18921%	1,163
709	Residential	0.20207%	1,242
710	Residential	0.13276%	816
711	Residential	0.20402%	1,254
712	Residential	0.13536%	832
714	Residential	0.13731%	844
716	Residential	0.13487%	829
717	Residential	0.20174%	1,240
718	Residential	0.13569%	834
719	Residential	0.20174%	1,240
720	Residential	0.18775%	1,154
722	Residential	0.14854%	913
724	Residential	0.18872%	1,160
726	Residential	0.18775%	1,154
728	Residential	0.13536%	832
729	Residential	0 20613%	1,267
730	Residential	0.13276%	816
731	Residential	0.13764%	846
732	Residential	0.13535%	832
733	Residential	0.13520%	831
734	Residential	0.13276%	816
735	Residential	0.13583%	841
736	Residential	0.13536%	832
737	Residential	0.08688%	534
738	Residential	0.08493%	522
740	Residential	0.08753%	538
742	Residential	0.18775%	1,154
743	Residential	0.18775%	1,154
745	Residential	0.18775%	1,154
746	Residential	0.18775%	1,154
747	Residential	0.28390%	1,745
748	Residential	0.19523%	1,200
808	Residential	0.18921%	1,163
809	Residential	0.20207%	1,242
B10	Residential	0.13276%	818
811	Residential	0.20402%	1,254
812	Residential	0.13536%	832
814	Residential	0.13731%	844
816	Residential	0.13487%	829
817	Residential	0.20174%	1,240
818	Residential	0.13569%	834
819	Residential	0.20174%	1,240
820	Residential	0.18775%	1,154
822	Residential	0.14854%	913

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	ALLOCATION OF OWN		ESTS
	ALCOCATION OF CHIN	Undivided	
		Ownership	
4 h 15 cd	T		Phase II Unit Area
Unit #	Type Residential	0.18872%	1,160
824		0.18775%	1,154
826	Residential Residential	0.13536%	832
828	Residential	0.20613%	1,267
829	Residential	0.13276%	816
830	Residential	0.13764%	846
831	Residentiai	0.13536%	832
832	Residential	0.13520%	831
833	Residential	0.13276%	816
834	Residential	0.13683%	841
835	Residential	0.13536%	832
836	Residential	0.08688%	534
837	Residential	0.08493%	522
838	Residential	0.08753%	538
B40	Residential	0.18775%	1,154
642	Residential	0.18775%	1,154
843	Residentiai	0.18775%	1,154
845	Residential	0.18775%	1,154
846	Residential	0.28390%	1,745
847	Residential	0.19523%	1,200
848	Residential	0.18921%	1,163
908	Residential	0.20207%	1,242
909		0.13276%	816
910	Residential	0.20402%	1,254
911	Residential	0.13536%	832
912	Residential	0.13731%	844
914	Residential	0.13487%	829
916	Residential	0.20174%	1,240
917	Residential	0.13569%	
918	Residential	0.20174%	1,240
919	Residential	0.18775%	•
920	Residential	0.14854%	
922	Residential	0.18872%	
924	Residential	0.18775%	
926	Residential	0.18775%	832
928	Residential	0.13536%	+
929	Residential	0.13276%	
930	Residential	0.132764%	
931	Residential	0.13536%	
932	Residential		·
933	Residential	0.13520%	
934	Residential	0.13276%	
935	Residential	0.13683% 0.13536%	
938	Residential	÷	
937	Residential	0.08688%	,

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EXHIBIT 8				
	ALLOCATION OF OWNERSHIP INTERESTS			
		Undivided		]
		Ownacship		
Unit #	Туре	Interest -	Phase II U	
938	Residential	0.08493%		522
940	Residential	0.08753%		538
942	Residential	0.18775%		1,154
943	Residential	0.18775%		1,154
945	Residential	0.18775%		1,154
946	Residential	0.18775%		1,154
947	Residential	0.28390%		1,745
948	Residential	0.19523%		1,200
1008	Residential	0.18921%		1,163
1009	Residential	0.20207%		1,242
1010	Residential	0.13276%		816
1011	Residential	0.20402%		1,254
1012	Residential	0.13538%		832
1014	Residential	0.13731%		844
1016	Residential	0.13487%		829
1017	Residential	0.20174%		1,240
1018	Residential	0.13569%		834
1019	Residential	0.20174%		1,240
1020	Residential	0,18775%		1,154
1022	Residential	0.14854%		913
1024	Residential	0.18872%		1,160
1026	Residential	0.18775%		1,154
1028	Residential	0.13536%		832
1029	Residential	0.20613%		1,267
1030	Residential	0,13278%		816
1031	Residential	0.13764%		846
1032	Residential	0.13536%		832
1033	Residential	0.13520%		831
1034	Residential	0.13276%		816
1035	Residential	0.13683%		841
1036	Rasidential	0.13536%		832 534
1037	Residential	0.08688%		522
1038	Residential	0.08493%		538
1040	Residential	0.08753%		
10 <b>42</b>	Residential	0.18775%		1,154 1,154
1043	Residential	0.18775%		
1045	Residential	0.18775%		1,154
1046	Residential	0.18775%		1,154 1,745
1047	Residential	0.28390%		1,745
1048	Residential	0.19523%		1,200
1108	Residential	0.18921%		
1109	Residential	0.20207%		1,242 816
1110	Residential	0.13276%		1,254
1111	Residential	0.20402%	•	1,204

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,"我们就是一个小人,你们们们不是一个人来来了,我们就是我们的人,不是你不能能说的你的是我们,我们要不会不能有什么?"他们说道:"你们就是你们们们的人,你们们们们, 1997年,我们们们们们们们们们们, 不是我们就是我们就是我们的人,不是你不能能说,你们要想要不是你的人,你们们就是你们的人,你们们们们们们们们们们们们们们们们们

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	ALLOCATION OF OWN		<u>s</u>
		Undivided	
		Ownership	
Unit#	Туре	Interest - Pha	se II Unit Area
1112	Residential	0.13536%	832
1114	Residential	0.13731%	844
1116	Residential	0.13487%	829
1117	Residential	0.20174%	1,240
1118	Residential	0.13569%	834
1119	Residential	0.20174%	1,240
1120	Residential	0.18775%	1,154
1122	Residential	0.14854%	9:13
1124	Residential	0.18872%	1,160
1126	Residential	0.18775%	1,154
1128	Residential	0.13536%	832
1129	Residential	0.20613%	1,267
1130	Residential	0.13276%	816
1131	Residential	0.13784%	846
1132	Residential	0.13536%	832
1133	Residential	0.13520%	831
1134	Residential	0.13276%	816
1135	Residential	0.13683%	841
1136	Residential	0.13536%	832
1137	Residential	0.08688%	534
1138	Residential	0.08493%	522
1140	Residential	0.08753%	538
1142	Residential	0.18775%	1,154
1143	Residential	0.18775%	1,154
1145	Residential	0.18775%	1,154
1146	Residential	0.18775%	1,154
1147	Residential	0.28390%	1,745
1148	Residential	0.19523%	1,200
1209	Residential	0.18921%	1,163
1209	Residential	0.20207%	1,242
1210	Residential	0.13276%	816
1211	Residential	0.20402%	1,254
1212	Residential	0.13536%	832
1214	Residential	0.13731%	844
1216	Residential	0.13487%	829
1217	Residential	0.20174%	1,240
1218	Residential	0.13569%	834
1219	Residential	0.20174%	1,240
1229	Residential	0.18775%	1,154
1222	Residential	0.14854%	913
1224	Residential	0.18872%	1,160
1226	Residential	0.18775%	1,154
1228	Residential	0.13536%	832
1229	Residential	0.20613%	1,267

EXHIBIT B

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	EXHIBIT ALLOCATION OF OWNER	_	FGTG	
	ALLUCATION OF OWNER	Undivided		
		Ownership		
Unit#	Туре		Phase if	Unit Area
1230	Residential	0.13276%	111430111	816
1230	Residential	0.13764%		846
1231	Residentiai	0.13536%		832
1232	Residential	0.13520%		831
1233	Residential	0.13276%		616
1235	Residential	0.13683%		841
1238	Residential	0.13536%		832
1237	Residential	0.08688%		534
1238	Residential	0.08493%		522
1240	Residential	0.08753%		538
1242	Residential	0.18775%		1,154
1243	Residential	0.18775%		1,154
1245	Residentia	0.18775%		1,154
1246	Residential	0.18775%		1,154
1247	Residential	0.28390%		1,745
1248	Residential	0.19523%		1,200
1408	Residential	0.16921%		1,163
1409	Residential	0.20207%		1,242
1410	Residential	0.13276%		B16
1411	Residential	0.20402%		1,254
1412	Residential	0.13536%		832
1414	Residential	0.13731%		844
1416	Residential	0.13487%		829
1417	Residental	0.20174%		1,240
1418	Residential	0.13569%		834
1419	Residential	0.20174%		1,240
1420	Residential	0.18775%		1,154
1422	Residential	0.14854%		913
1424	Residential	0.18872%		1,160
1426	Residential	0.18775%		1,154
1428	Residential	0.13536%		832
1429	Residential	0.20613%	I	1,267
1430	Residential	0.13276%		818
1431	Residential	0.13764%		846
1432	Residential	0.13536%		832
1433	Residential	0.13520%		831
1434	Residential	0.13276%		816
1435	Residential	0.13683%		841
1436	Residential	0.13536%		832
1437	Residential	0.04688%		534
1438	Residential	0.08493%		522
1440	Residential	0.08753%		538
1442	Residential	0.18775%		1,154
1443	Residential	0.18775%	1	1,154

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	EXHI		
	ALLOCATION OF OWN		<u>.</u>
		Undivided	1
1		Ownership	
Unit#	Туре	Interest - Phas	
1445	Residential	0 18775%	1,154
1446	Residential	0.18775%	1,154
1447	Residential	0.28390%	1,745
1448	Residential	0.19523%	1,200
1508	Residential	0.18921%	1,163
1509	Residential	0.20207%	1,242
1510	Residential	0.13276%	816
1511	Residential	0.20402%	1,254
1512	Residential	0.13536%	832
1514	Residential	0.13731%	844
1516	Residential	0.13487%	829
1517	Residential	0.20174%	1,240
1518	Residential	0.13569%	834
1519	Residential	0.20174%	1,240
1520	Residential	0.18775%	1,154
1522	Residential	0.14854%	913
1524	Residential	0.18872%	1,160
1526	Residential	0.18775%	1,154
1528	Residential	0.13536%	832
1529	Residential	0.20613%	1,267
1530	Residential	0.13276%	816
1531	Residential	0.13764%	846
1532	Residential	0.13536%	832
1533	Residential	0.13520%	831
1534	Residential	0.13276%	816
1535	Residential	0.13683%	841
1536	Residential	0.13536%	832
1537	Residential	0.08688%	534
1538	Residential	0.08493%	522
1540	Residential	0.08753%	538
1542	Residential	0.18775%	1,154
1543	Residential	0.18775%	1,154
1545	Residential	0.18775%	1,154
1546	Residential	0 18775%	1,154
1547	Residential	0.28390%	1,745
1548	Rasidential	0.19523%	1,200
1608	Residential	0.18921%	1,163
1609	Residential	0.20207%	1,242
1610	Residential	0.13276%	816
1611	Residential	0.14919%	917
1613	Residential	0 15179%	933
1614	Residential	0.13536%	832
1615	Residential	0.14919%	917
1616	Residential	0.13731%	644

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EXHIBIT 8

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<u></u>	ALLOCATION OF OWNE	and the state of t	E313	
{		Undivided		E
5	_	Ownership	Diverse at 1 to 16 A	
Unit #	Туре		Phase II Unit A 933	
1617	Residential	0.15179%		
1618	Residential	0.13487%	829	
1619	Residential	0.14919%	913	
1620	Residential	0.13569%	834	
1621	Residentiat	0.14919%	91)	
1623	Residentiat	0.14919%	91	
1625	Residentiat	0.14919%	91	
1626	Residential	0.18775%	1,15	
1627	Residentiat	0.15033%	92-	
1628	Residential	0.26308%	1,61	
1630	Residential	0.30912%	1.90	
1632	Residential	0.30993%	1,90	
1633	Residentiat	0.15098%	921	
1634	Residential	0.13487%	82	
1635	Residential	0.14919%	91	
1636	Residential	0.13276%	81	
1637	Residentiat	0.14919%	91	
1639	Residential	0.14919%	91	
1640	Residential	0.13536%	83	
1641	Residential	0.14919%	91	
1642	Residential	0.13276%	81	
1643	Residential	0.14919%	91	
1645	Residential	0.14919%	91	
1646	Residential	0.13536%	83	
1647	Residential	0.15049%	92	
1648	Residential	0.16969%	1,04	
1649	Residential	0.16806%	1,03	
1650	Residential	0.16969%	1,04	
1652	Residential	0.18775%	1,1	
1653	Residential	0.18775%	1,1	
1655	Residential	0.18775%	1,1	
1656	Residential	0.18775%	1,1	
1657	Residential	0.28390%	1,70	
1658	Residential	0.19523%	1,20	
CU-1	Commercial	0.08135%	50	
CU-2	Commercial	0.08135%	50	0

EXHIBIT B ALLOCATION OF OWNERSHIP INTERESTS

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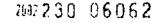
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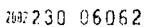


EXHIBIT C LEGAL DESCRIPTION OF LAND

Walk AVEN AND STREET STORES

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A STATE STREET

#### TRACT 1 OUT OF LOT 1A, BLOCK A/992 SALE STREET ADDITION CITY OF DALLAS, TEXAS

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#### PROPERTY DESCRIPTION TRACT 1

BEING a 1.0291 acre tract situated in the W. Grigsby Survey, Abstract No. 501, and being part of that tract conveyed to 3225 Turle Creek, L.P. by deed recorded in Volume 98128, Page 1841, Deed Records, Dailos County, Texas, and being a part of Lot 1A, Block A/992, Sole Street Addition, an Addition to the City of Dallos as recorded by plat in Volume 99192, Page 15, Deed Records, Dallas County, Texas, and being more porticularly described as follows:

BEGINNING at a nail found for corner in southwest line of Hall Street (a variable width R.O.W.), sold corner also being the northeast corner at a tract conveyed to George Poston by deed recorded in Volume 80053, Page 701, Deed Records, Dallos County, lexos;

THENCE S58'01'26"E, along sold southwest line, a distance of 52.45 leat to a p.k. nail set for corner at the intersection of sold southwest line with the west line of Turtle Creek Boulevord (variable width R.O.W.);

THENCE \$05'44'17"W, along said west line, a distance of 341.61 feet to a p.k. nail set for corner at the east corner of a tract conveyed to Meridian Properties Number 5 (USA) Limited by deed recorded in Volume 87249, Page 3422, Deed Records, Dallas County, Texos;

THENCE N48'09'43'W, deporting sold west line and along the northeast line of sold Meridian tract, a distance of 207.75 feet to a 5/8" from rod set for corner;

THENCE N40'54'31"W, deporting sold northeast line, a distance of 59.33 feet to a point for corner;

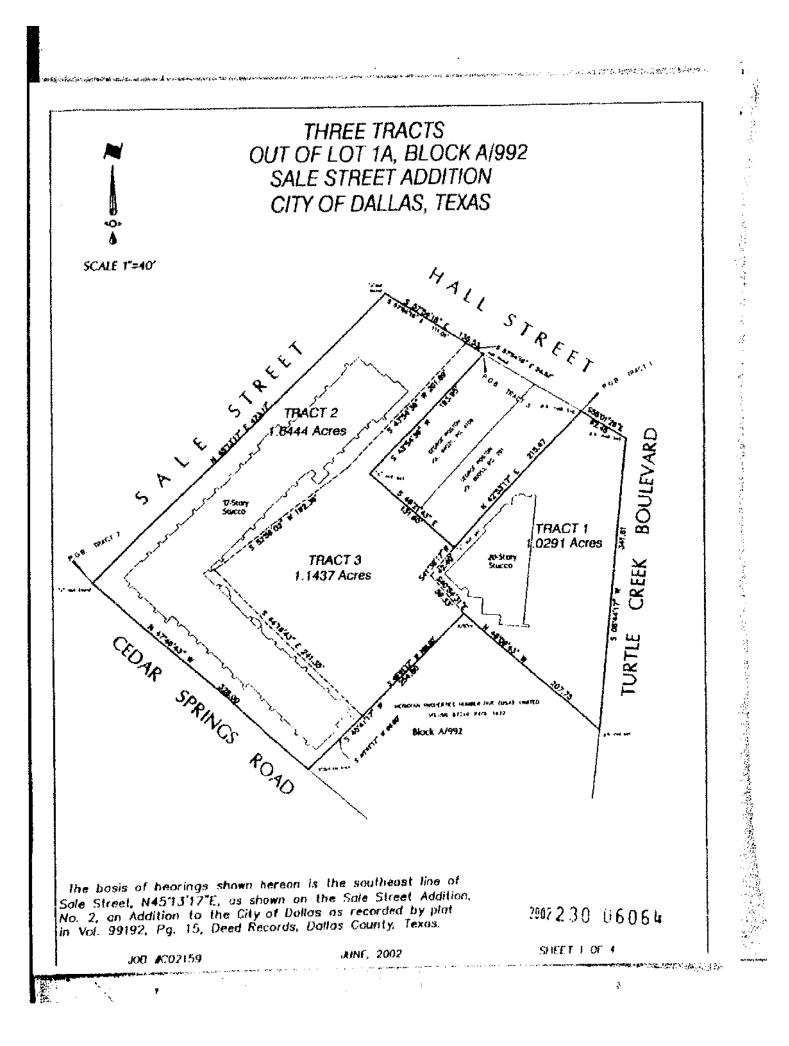
THENCE N41'38'17"E, a distance of 42.40 feet to an "x" cut set for corner at the south corner of the aforementioned George Poston tract;

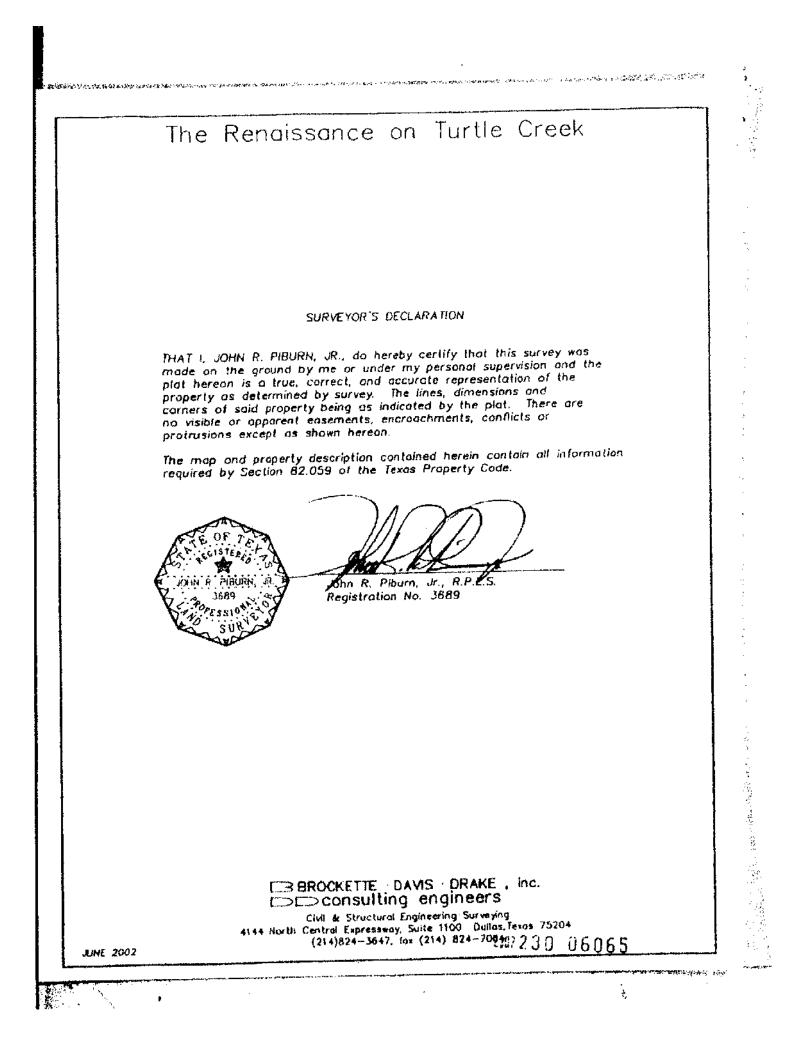
THENCE N42'53'17"E, along the southeast line of said Poston tract, a distance of 215.47 fest to the POINT OF BEGINNING and containing 44,829 square feet or 1.0291 acres of land, more or less.

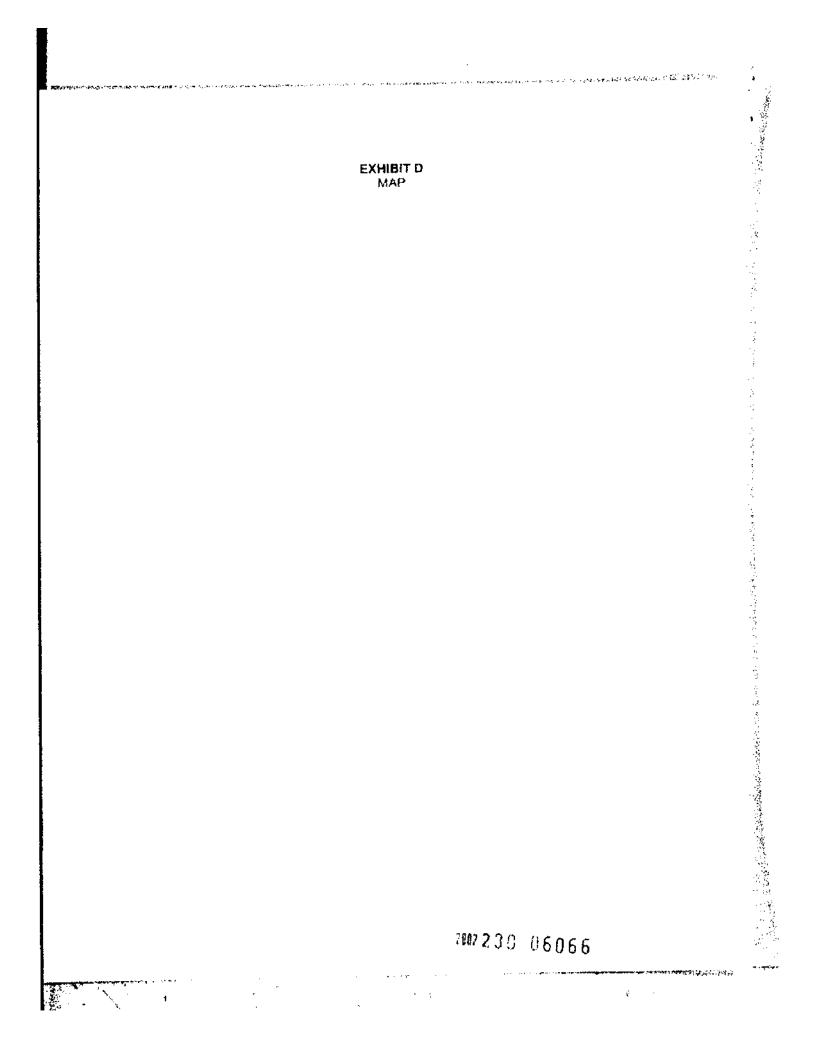
The basis of bearings shown hereon is the southeast line of Sale Street, N45'13'17"E, as shown on the Sale Street Addition. No. 2, an Addition to the City of Dallas as recorded by plat in Vol. 99192, Pg. 15, Deed Records, Dallos County, Texas.

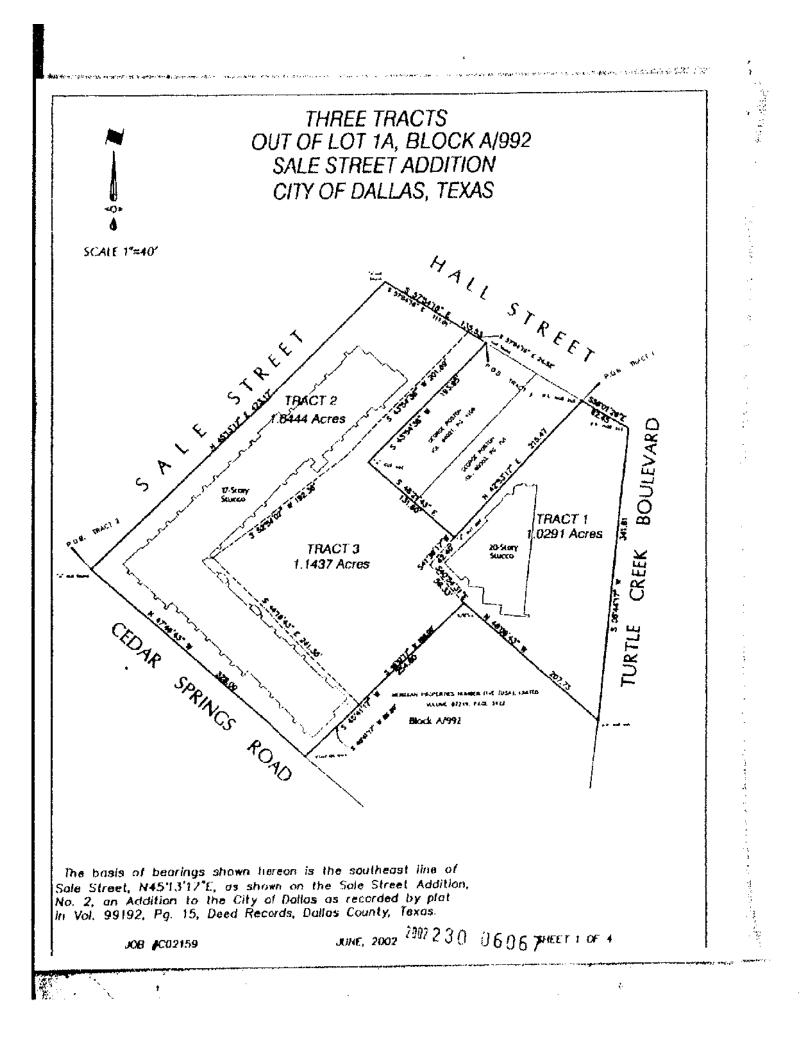
2907 230 06063 SHEET 2 OF 4

JUNE, 2002









#### TRACT 1 OUT OF LOT 1A, BLOCK A/992 SALE STREET ADDITION CITY OF DALLAS. TEXAS

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#### PROPERTY DESCRIPTION TRACT 1

ومحاجب والمرجب فيستجرج والمعور ومالي والمراجب والروار

BEING a 1.0291 acre tract situated in the W. Grigeby Survey, Abstract No. 501, and being port of that tract conveyed to 3225 Turte Creek, L.P. by dead recorded in Volume 98126, Page 1841, Deed Records, Dallas County, Texas, and being a part of Lot IA, Block A/992, Sale Street Addition, an Addition is the City of Dallas as recorded by plat In Volume 99192, Page 15, Deed Records, Dallas County, Texas, and being more porticularly described as tollows:

BEGINNING at a nail found for corner in southwest line of Hall Street (a variable width R.O.W.), suid corner also being the northeast corner of a tract conveyed to George Poston by deed recorded in Volume 80053, Page 701, Deed Records, Dallas County, Texos:

THENCE S58701"26"E, along said southwest line, a distance of 62.45 feet to a p.k. nail set for corner at the intersection of said southwest line with the west line of Turtle Creek Boulevard (variable width R.O.W.);

THENCE S05'44'17"W, along said west line, a distance of 341.61 feet to a p.k. null set for corner of the east corner of a tract conveyed to Meridian Properties Number 5 (USA) Limited by deed recorded in Volume 87249, Page 3422, Deed Records, Dollas County, Texos;

THENCE N48'09'43"W, departing said west line and along the northeast line of said Meridian tract, a distance of 207.75 feet to a 5/8" iron rod set for corner;

THENCE N40'54'31"W, departing sold northeast line, a distance of 59.33 feet to a point for corner;

THENCE N41'38'17"E, a distance of 42.40 feet to an "x" cut set for corner at the south corner of the aforementioned George Poston tract;

THENCE N42'53'17"E, along the southeast line of sold Poston tract, a distance of 215.47 feet to the POINT OF BEGINNING and containing 44,829 square feet or 1.0291 acres of land, more or less.

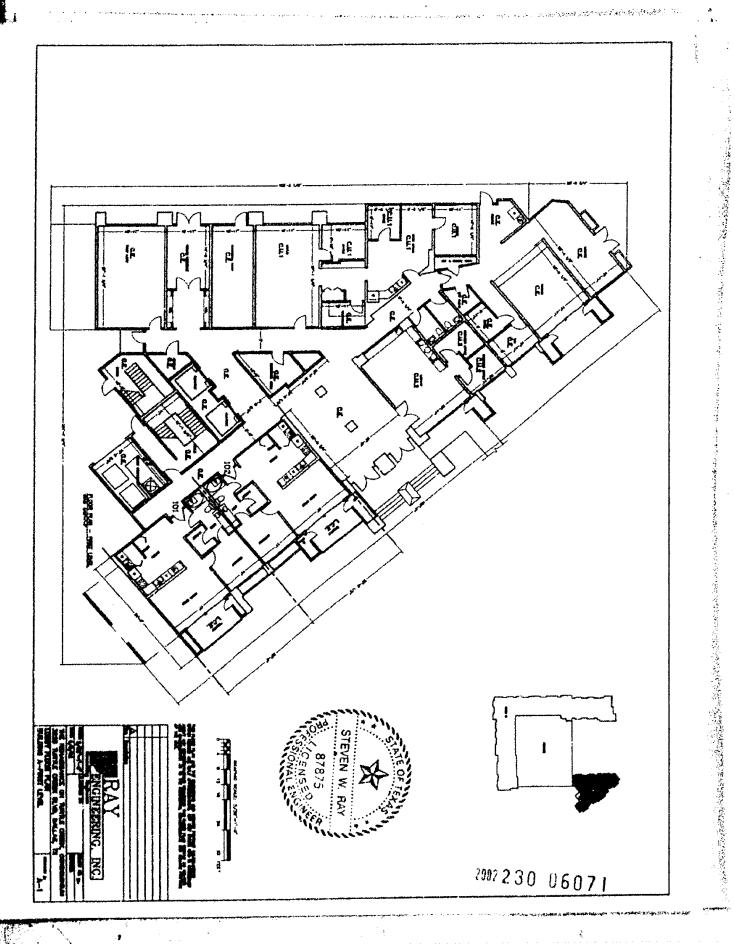
The basis of bearings shown hereon is the southeast line of Sale Street, N45'13'17"E, as shown on the Sale Street Addition, No. 2, an Addition to the Cily of Dallas as recorded by plat No. 2, an Addition to the City of County, Texas in Vol. 99192, Pg. 15, Deed Records, Dallas County, Texas 207 2 3 0 0 6 0 6 8 HEET 2 OF 4

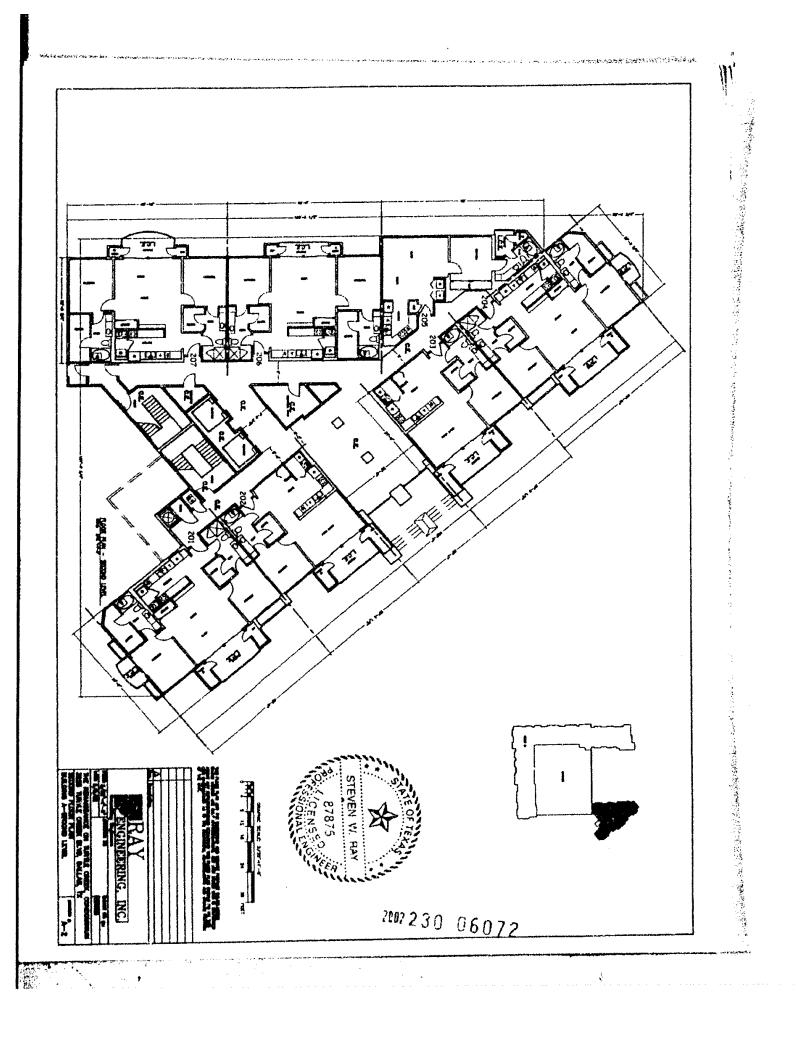
JUNE, 2002

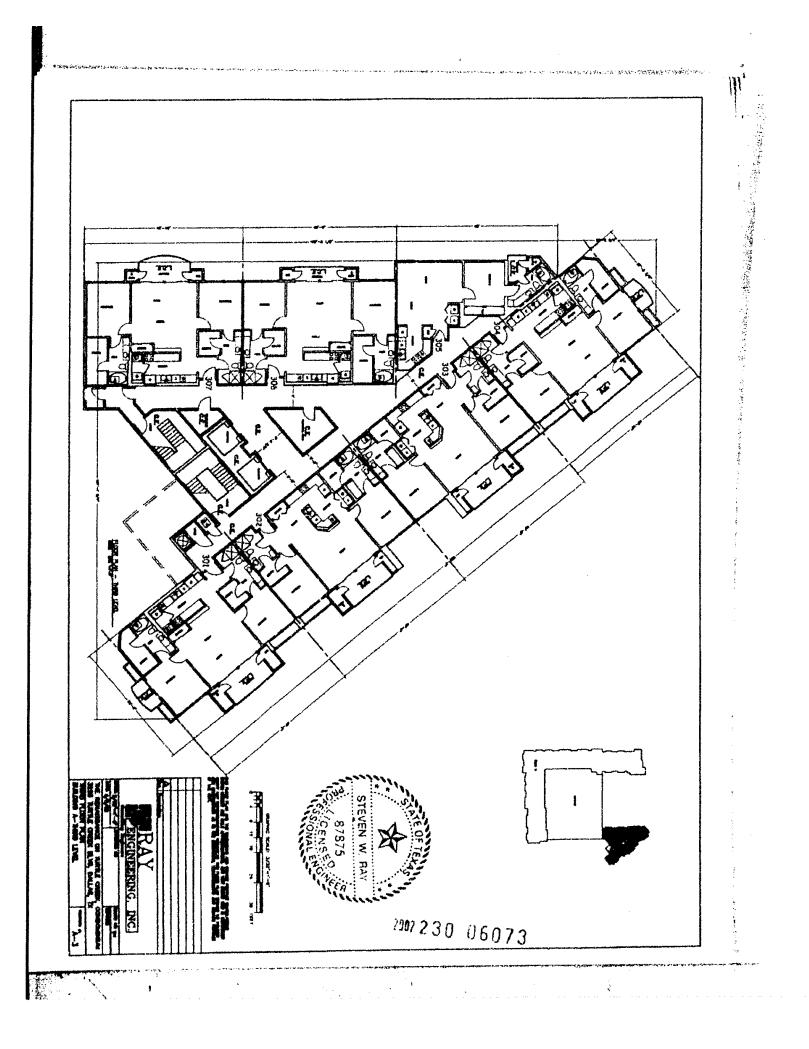
JOB #C02159

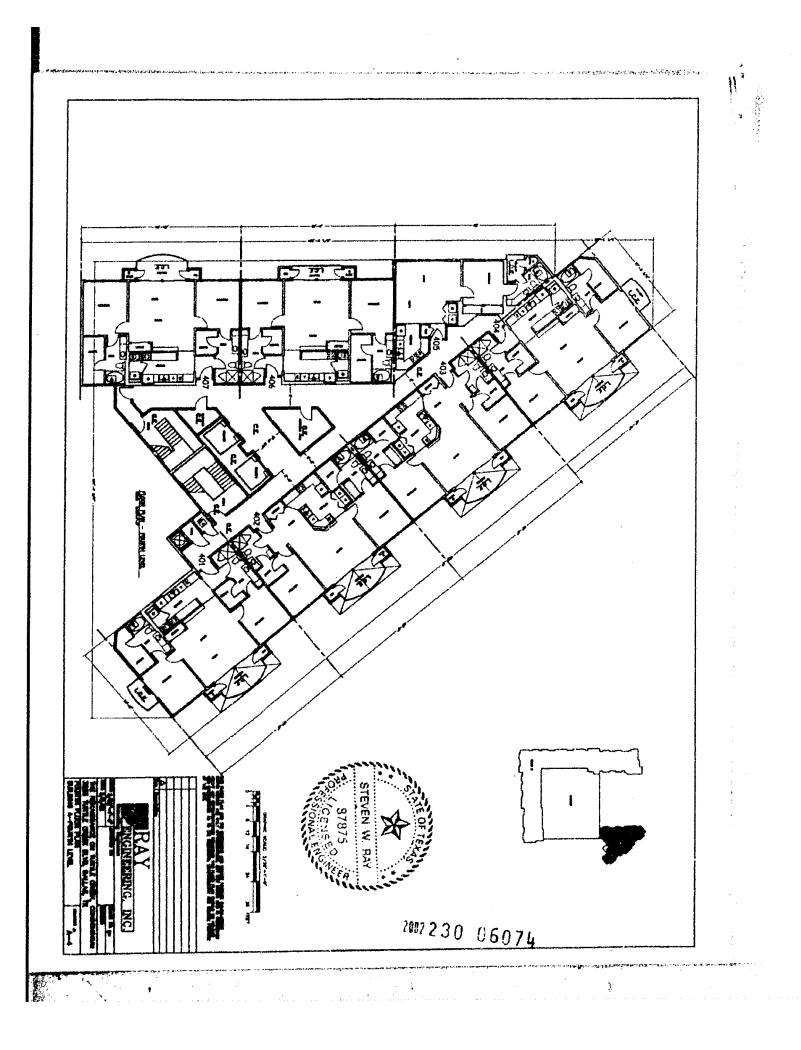
THE RENAISSANCE ON TURTLE CREEK
Concominium
CONDOMINIUM DOCUMENTS
DRAWINGS PROVIDED CONTAIN ALL INFORMATIONS REQUIRED BY SECTION 82 059 OF THE TEXAS PROPERTY CODE :
INDIVIDITAL UNIT TYPES WITH LIMITED COMMON ELEMENTS (L.C.E.) NOTED
BUILDING LAYOUT FOR EACH FLOOR W/VERTICAL BOUNDARIES BUILDING SECTIONS W/HORIZONTAL BOUNDARIES LIMITED COMMON ELEMENTS.
-STORAGE SPACES -BALCONY
-ROOF TERRACE
COMMON ELEMENTS INCLUDE, WITHOUT LIMITATION, CERTAIN UTILITIES, FENCES, PARKING FACILITY, PAVING, WALLS, RETAINING WALLS, LANDSCAPED AREAS, MAIL ROOM, THE LOBBY OF THE BUILDING, THE FOUNDATION, ROOF, AND EXTERIOR WALLS OF THE BUILDING, STAIRS, HALLWAYS, ELEVATORS, ELEVATOR SHAFTS, ELEVATOR LOBBIES, MECHANICAL ROOMS, MAINTENANCE ROOMS, ELECTRICAL ROOMS FITNESS FACILITY, SWIMMING POOL POOL ROOM, GLUB/MEETING ROOM, BUSINESS CENTER, LIMITED ACCESS ENTRY SYSTEM, TRASH CHUTES, TRASH
CHUTE LOBBLES, AND LOADING DOCK.
THE RENAISSANCE ON TURTLE CREEK, CONDOMINIUM DALLAS, TEXAS
THE CONDOMINSUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK, CONDOMINSUM, IS RECORDED IN DEED BOOK PAGE OF THE SUPERIOR COURT OF DALLAS COUNTY, TEXAS RECORDS.
THE UNDERSIGNED, A REGISTERED ENGINEER HAS VISITED THE SITE KNOWN AS THE RENAISSANCE ON TURTLE CREEK, CONDOMINIUM AND VIEWED THE PROPERTY AND TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF,(II) THE EXTERIOR WALLS AND ROOF OF EACH STRUCTURE ARE IN PLACE AS SHOWN ON SAID PLANS AND (II) SUCH WALLS, PARTITIONS, FLOORS AND CEILINGS, TO THE EXTENT SHOWN ON SAID PLANS, AS CONSTITUTE THE HORIZONTAL BOUNDARIES, IF ANY, AND THE VERTICAL BOUNDARIES OF EACH UNIT INCLUDING CONVERTINE SPACED HAVE BEEN SUFFICIENTLY CONSTRUCTED SO AS TO CLEARLY ESTABLISH THE PHYSICAL BOUNDARIES OF SUCH UNIT.
STEVEN WEST OF TATIETAST STATS
SIONAL STATE
DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND MUST BE VERIFIED BY THE PROSPECTIVE OWNER FOR
DIMENSIONS AND AREAS SHOWS HERING, INC. AND TURTLE CREEK DEVELOPMENT, L.P. DO NOY TAKE EACH INDIVIDUAL UNIT. RAY ENGINEERING, INC. AND TURTLE CREEK DEVELOPMENT, L.P. DO NOY TAKE RESPONSIBILITY FOR ANY DIMENSIONAL AND AREA VARIANCES.
2007 230 06059

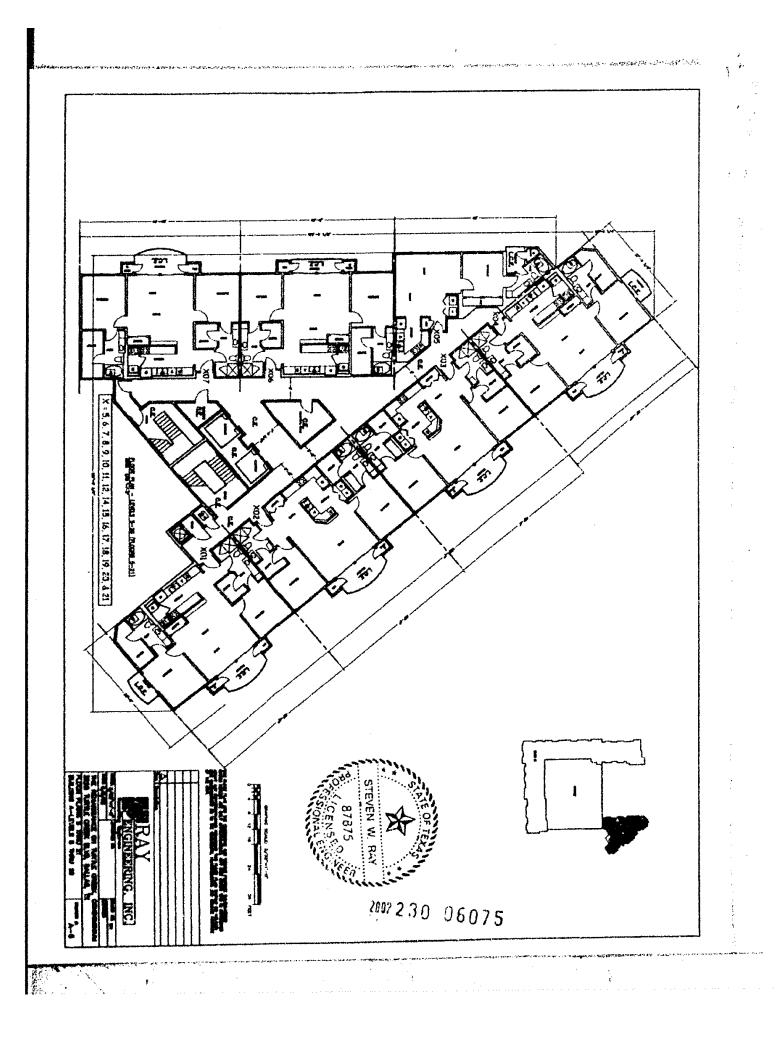
ALL DE M The Renaissance on Turtle Creek SURVEYOR'S DECLARATION THAT I, JOHN R. PIBURN, JR., do hereby certify that this survey was made on the ground by me or under my personal supervision and the plat hereon is a true, correct, and accurate representation of the property as determined by survey. The lines, dimensions and corners of said property being as indicated by the plat. There are no visible or opporent easements, encroachments, conflicts or pratrusions except as shown hereon. The map and property description contained herein contain all information required by Section 82.059 of the Texos Property Code. John R. Piburn, Jr., R.P.L.S. Registration No. 3689 EB BROCKETTE DAMS DRAKE , inc. DDconsulting engineers Civil & Structural Engineering Screeying 4144 North Central Expressivay, Suite 1100 Dallas, Texas 75204 2002230 (214)824-3647, fax (214) 824-7064 06070 JUNE 2002

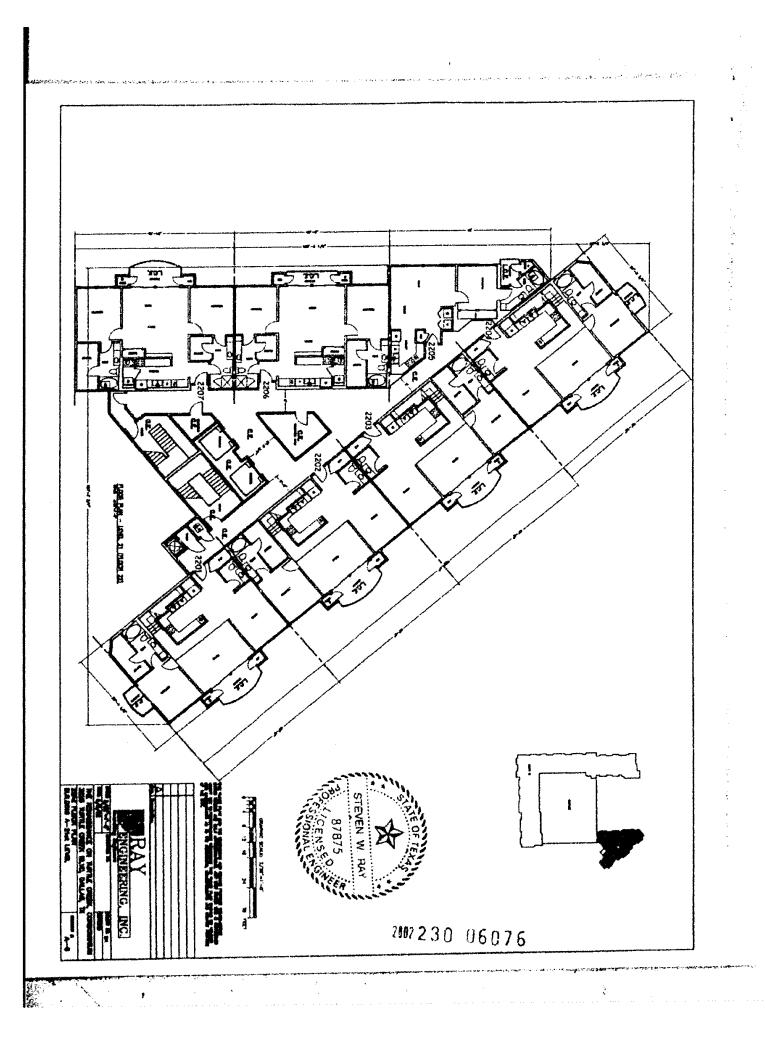


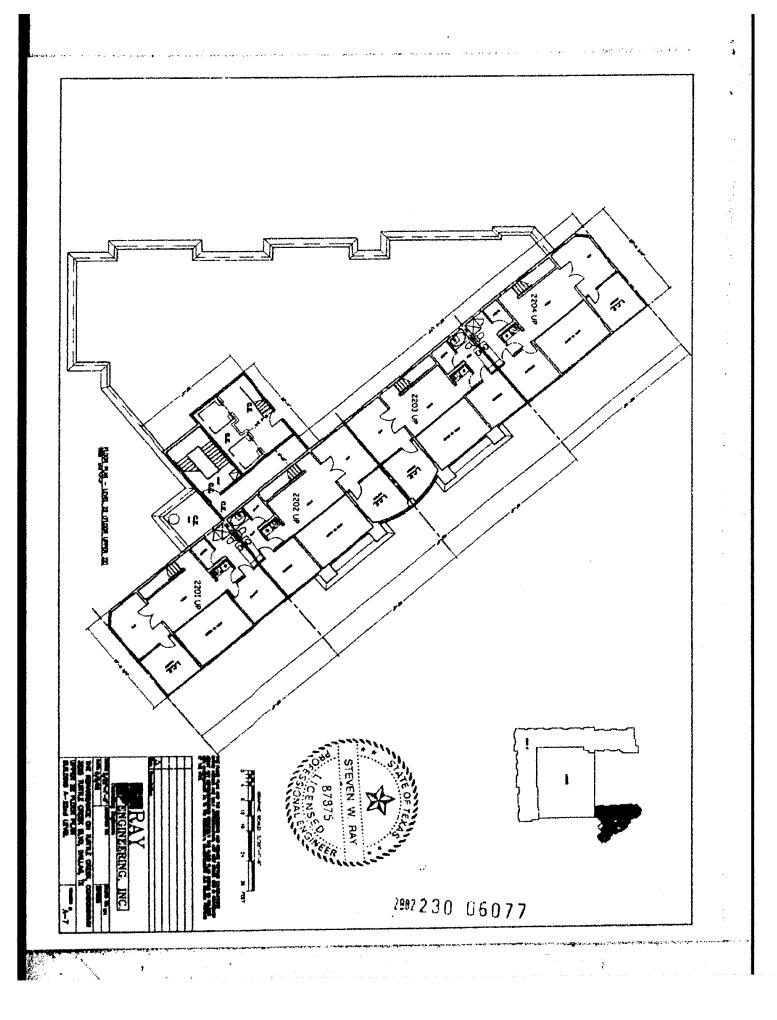


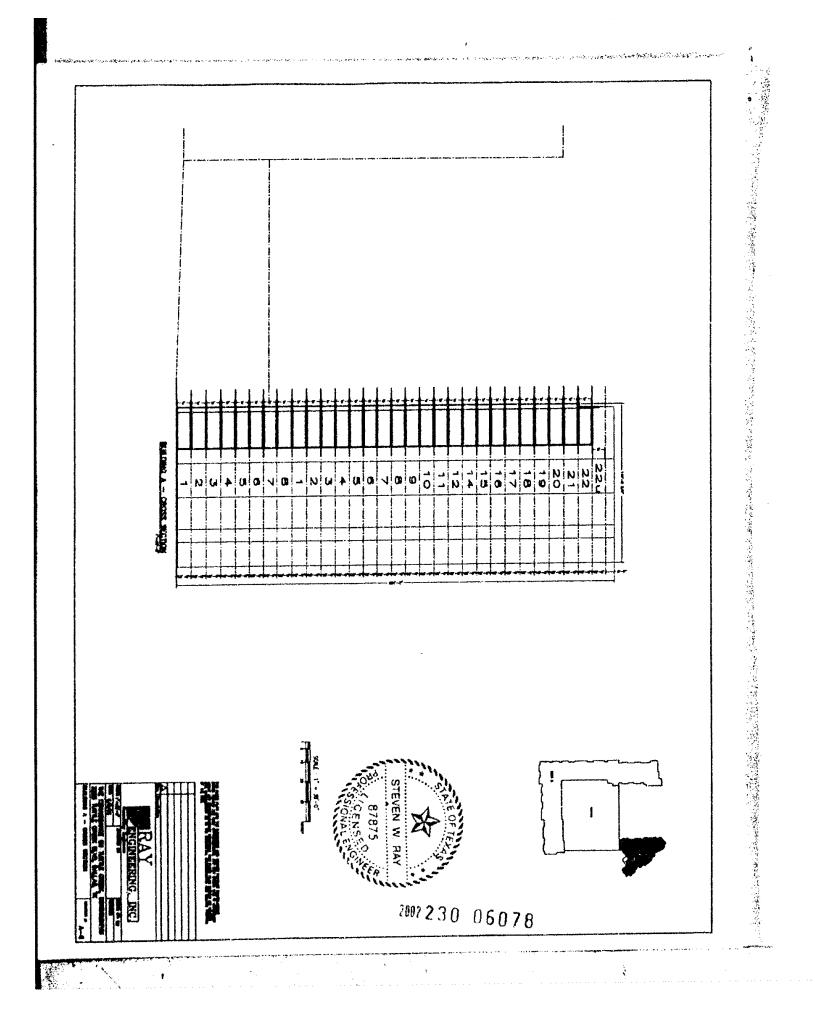


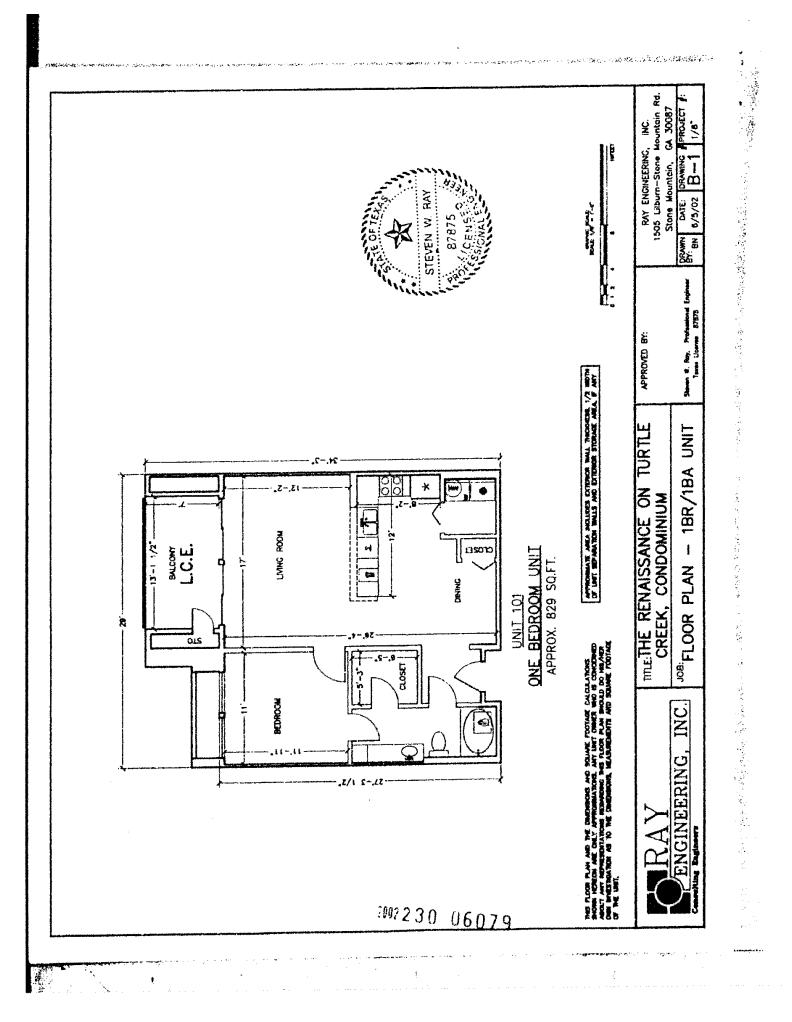


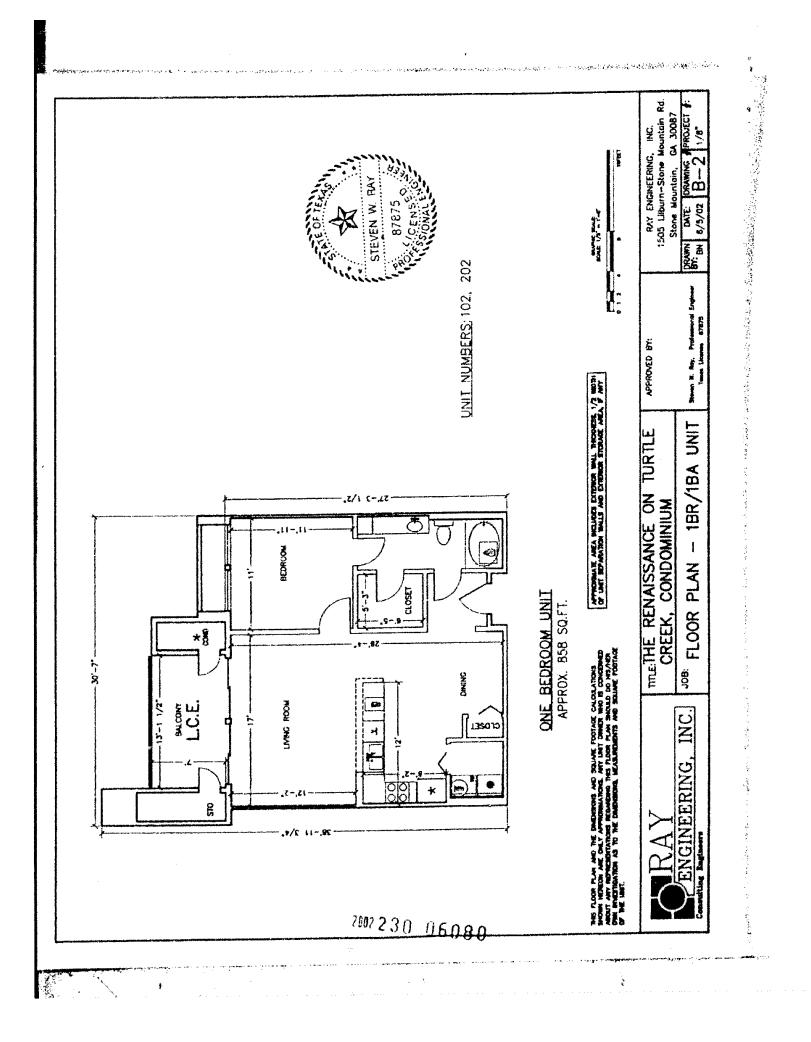


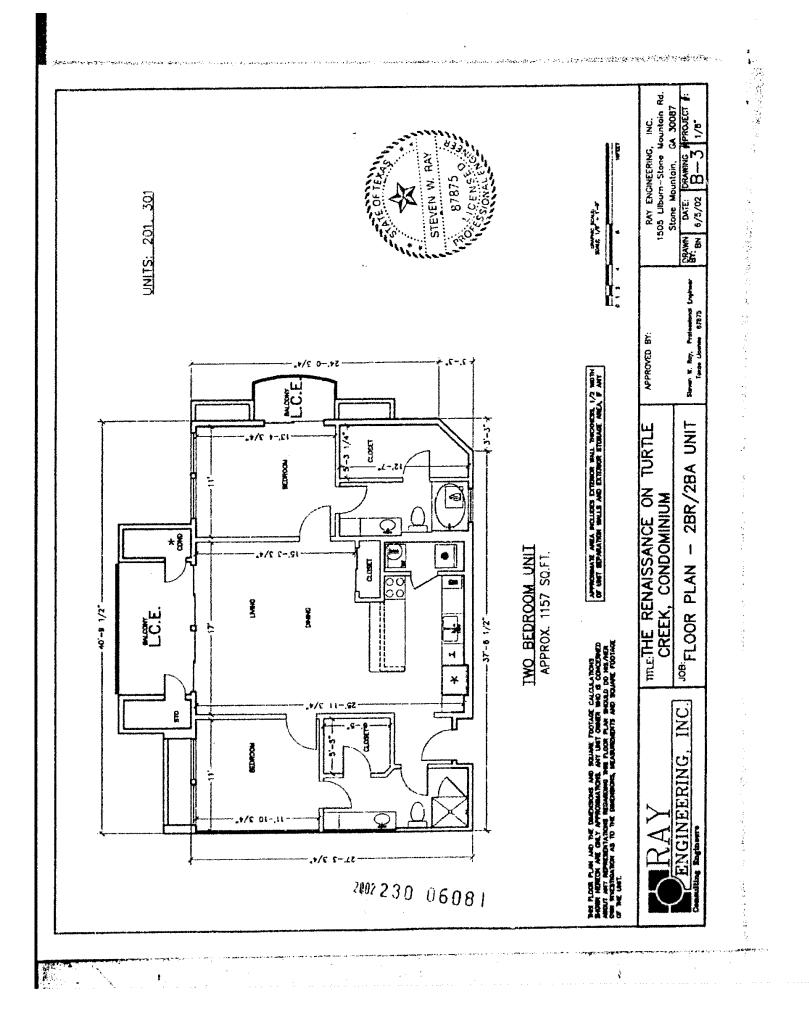


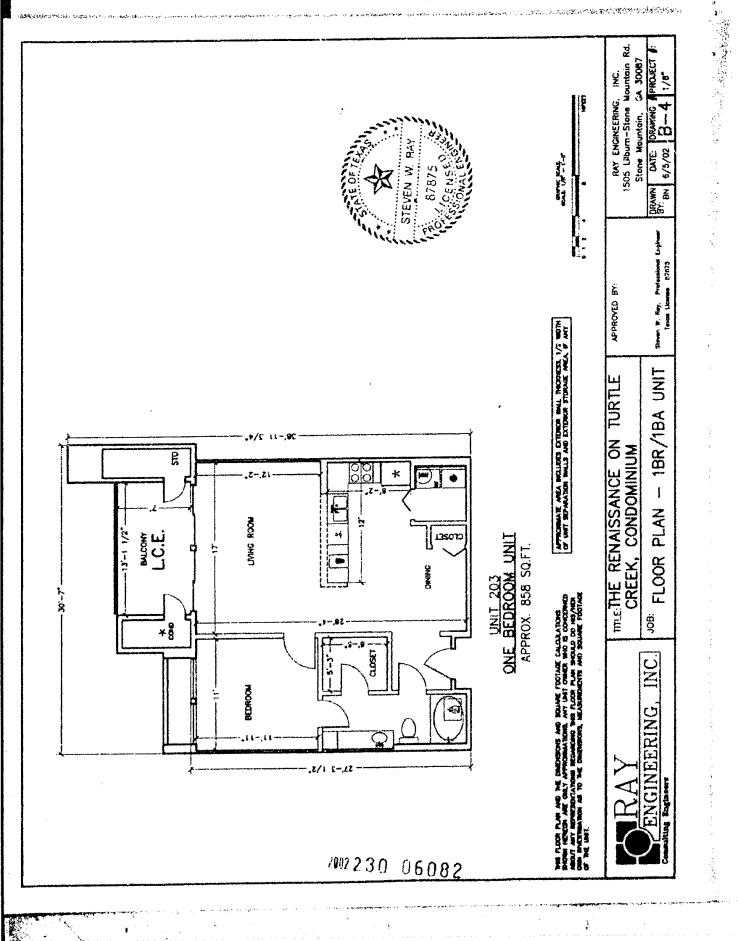


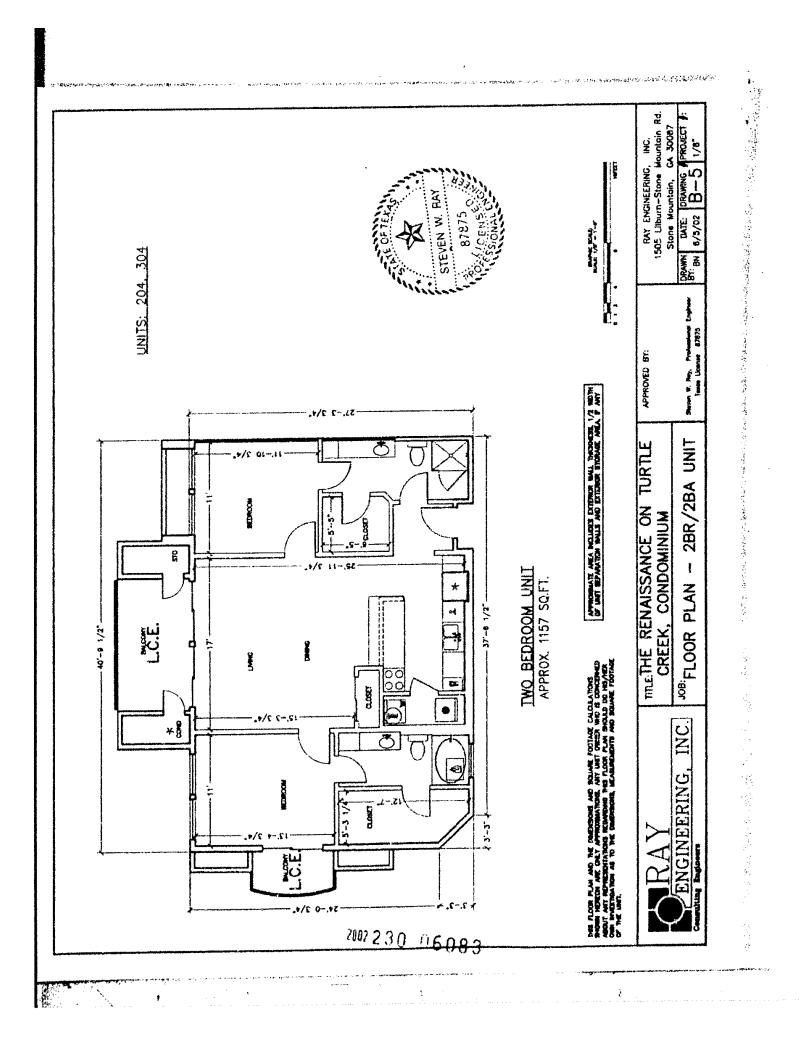


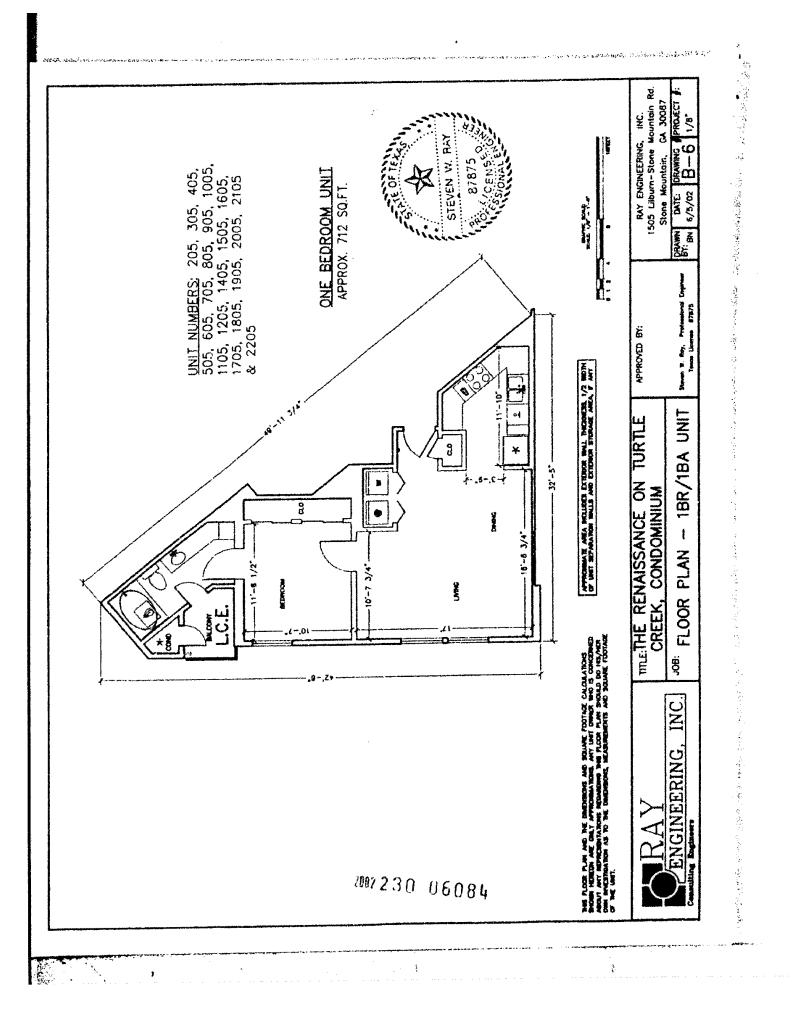


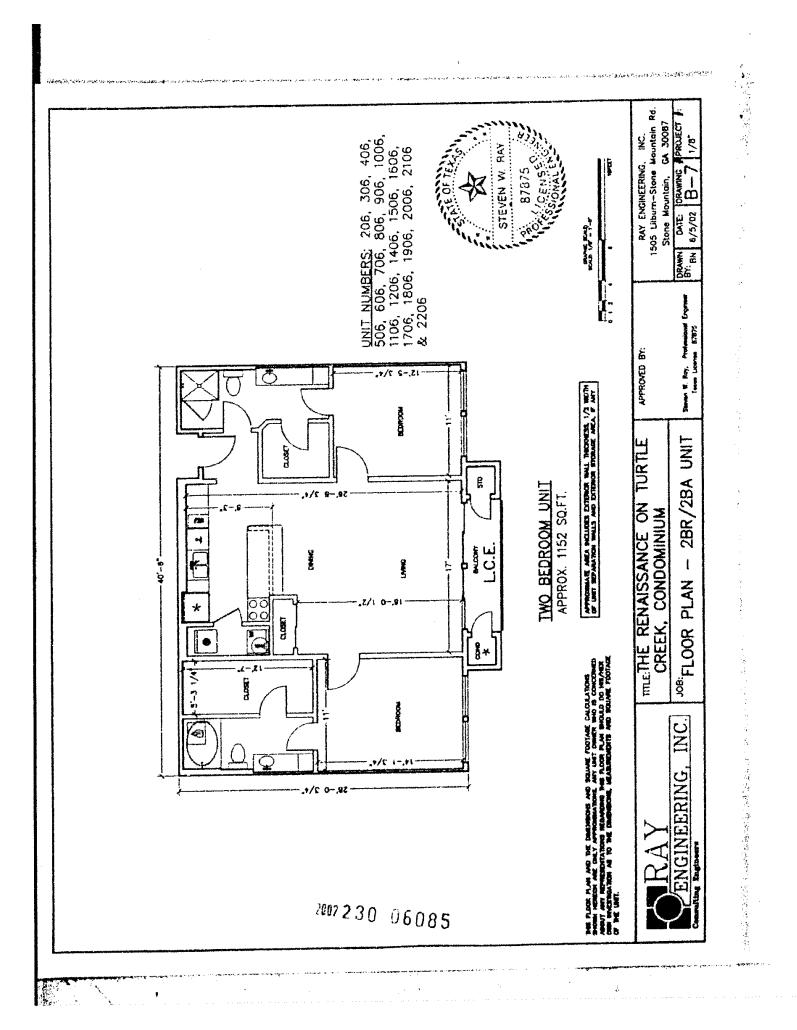


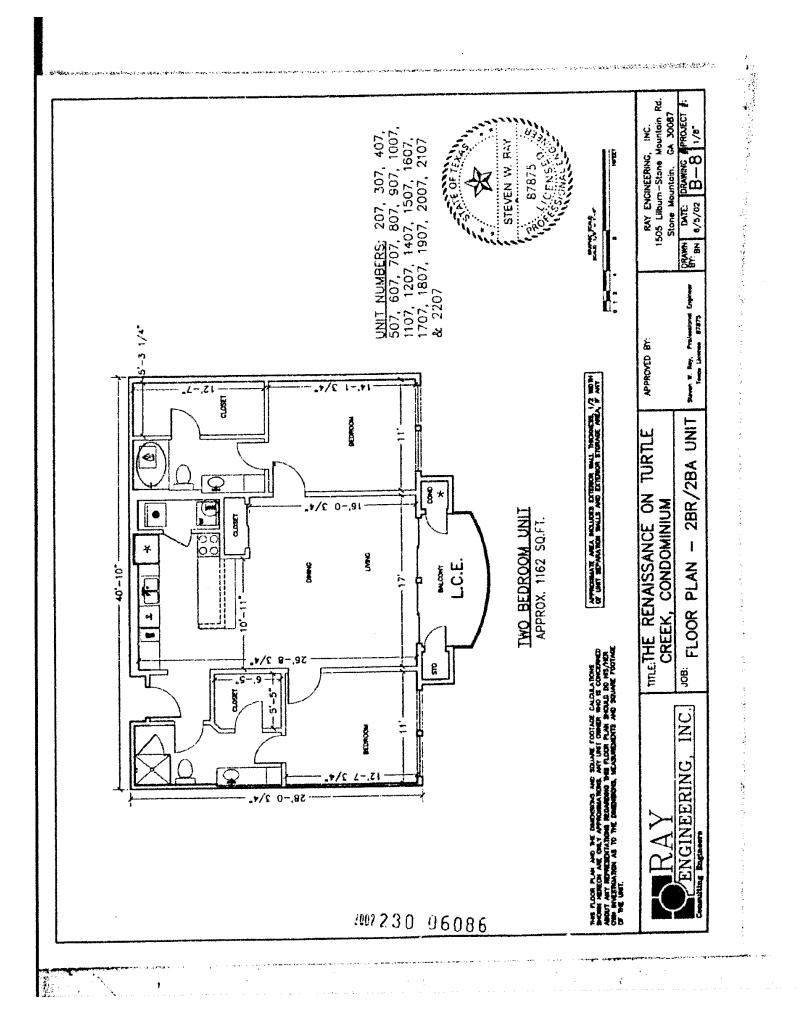


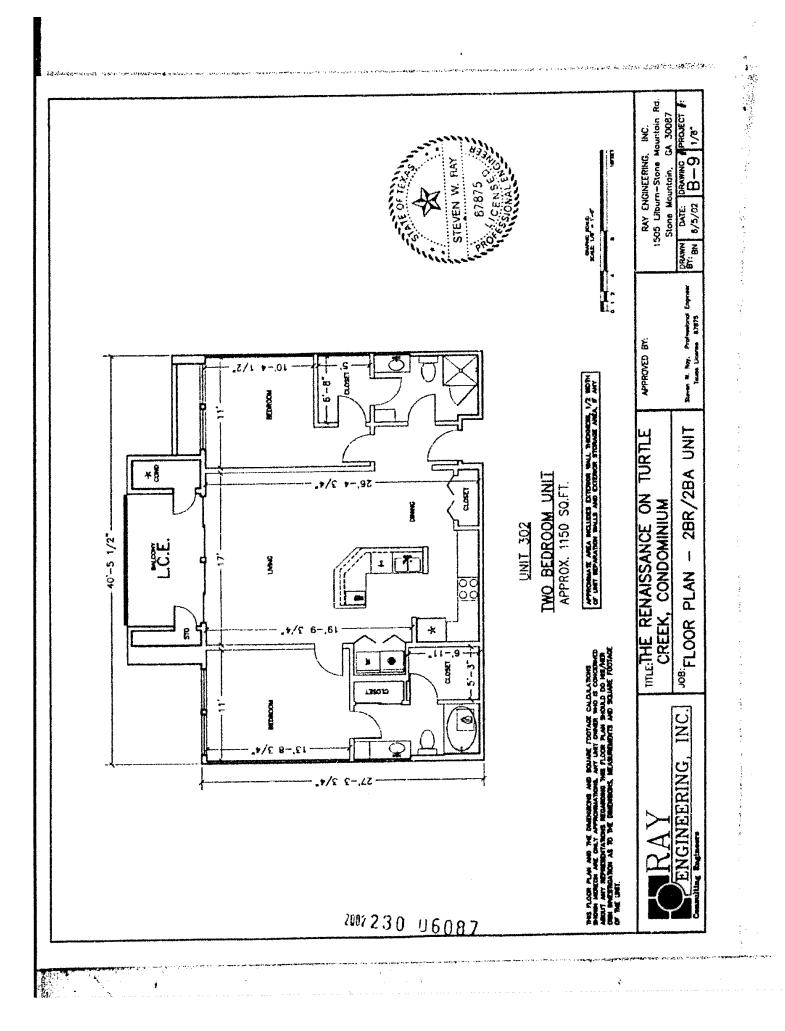


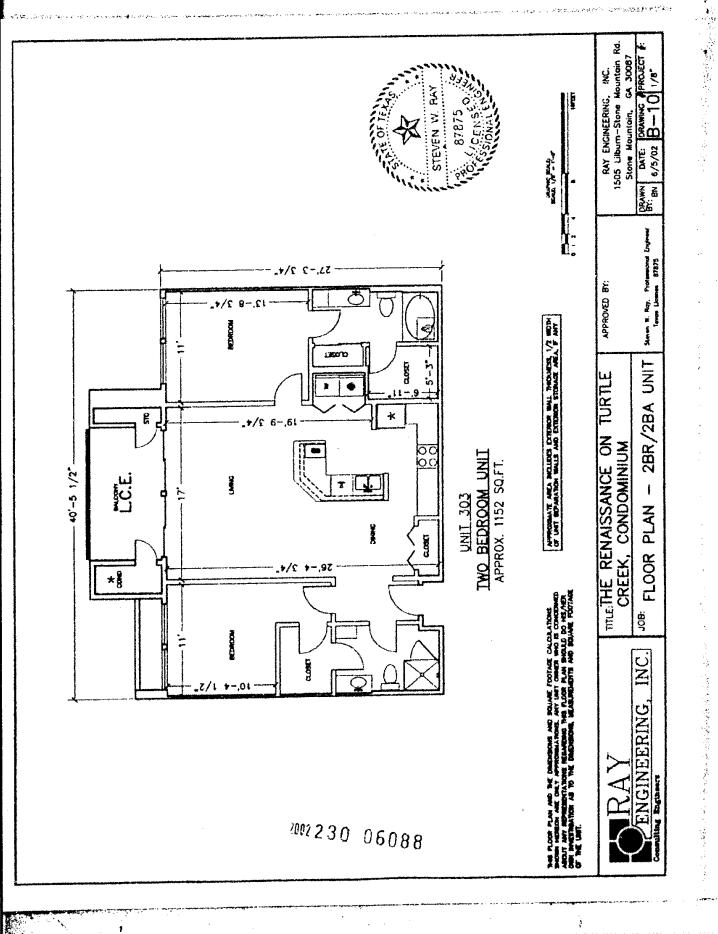




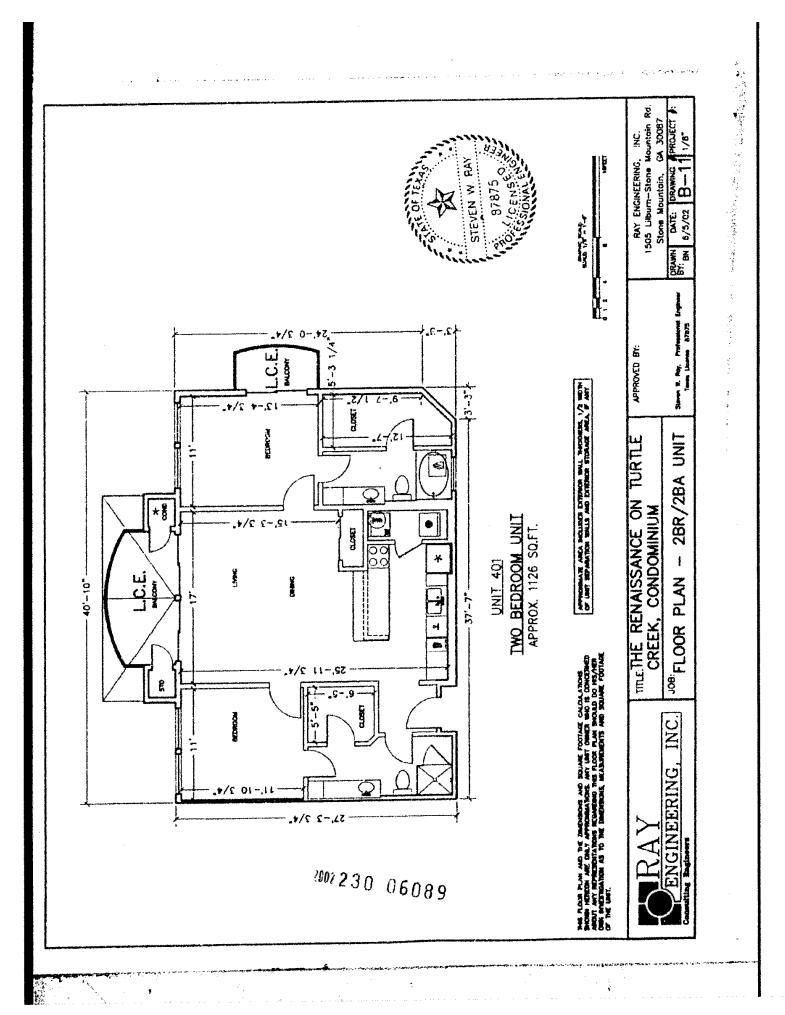


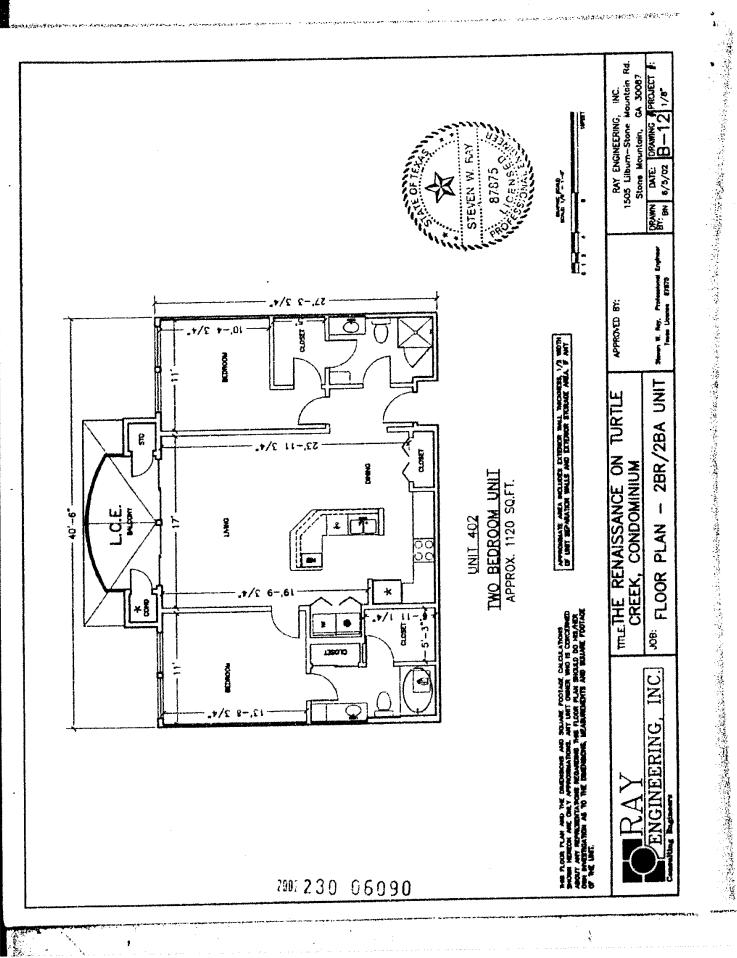


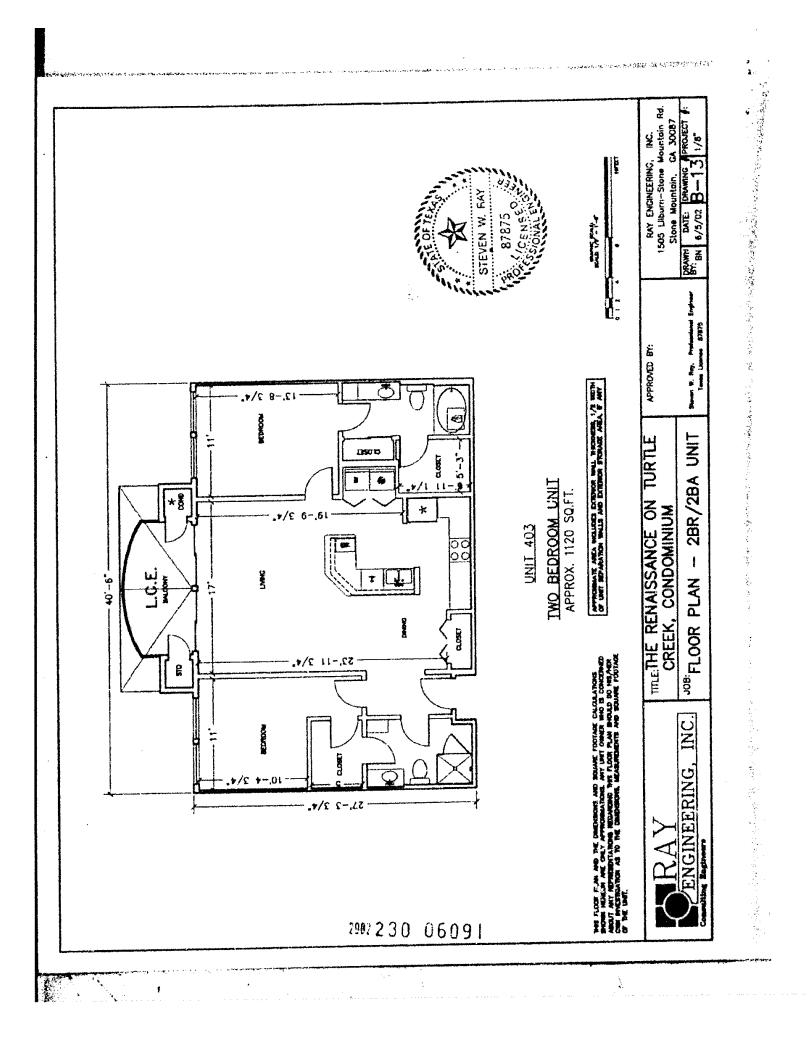


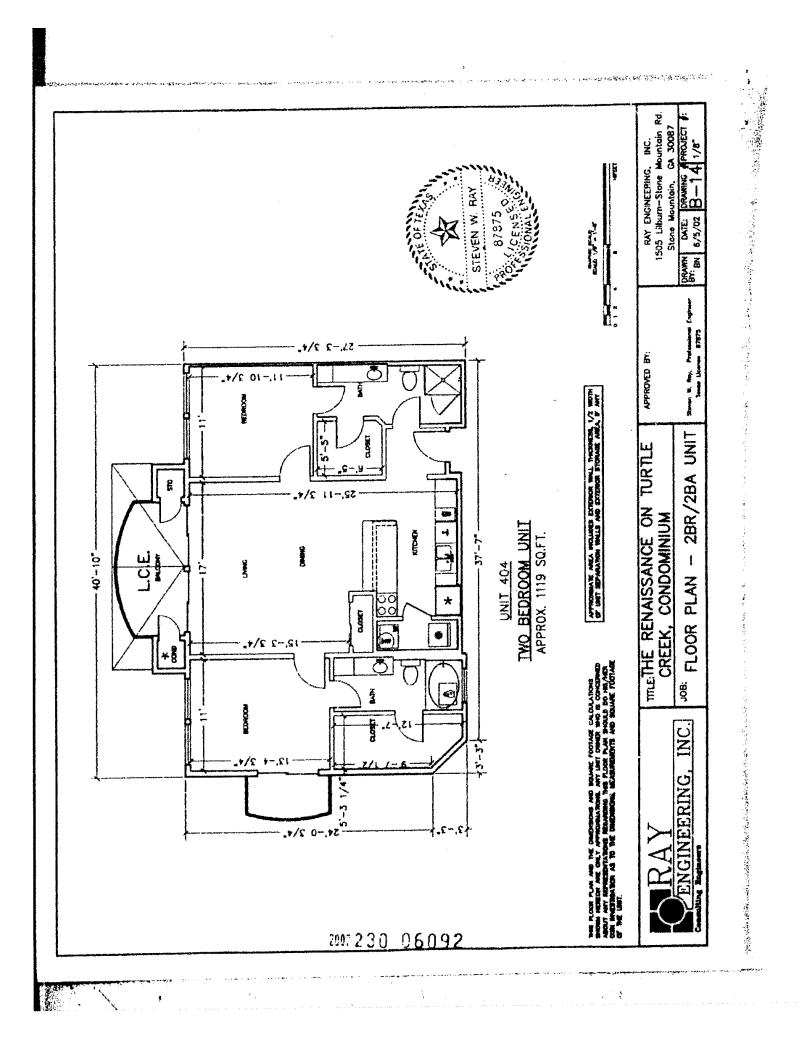


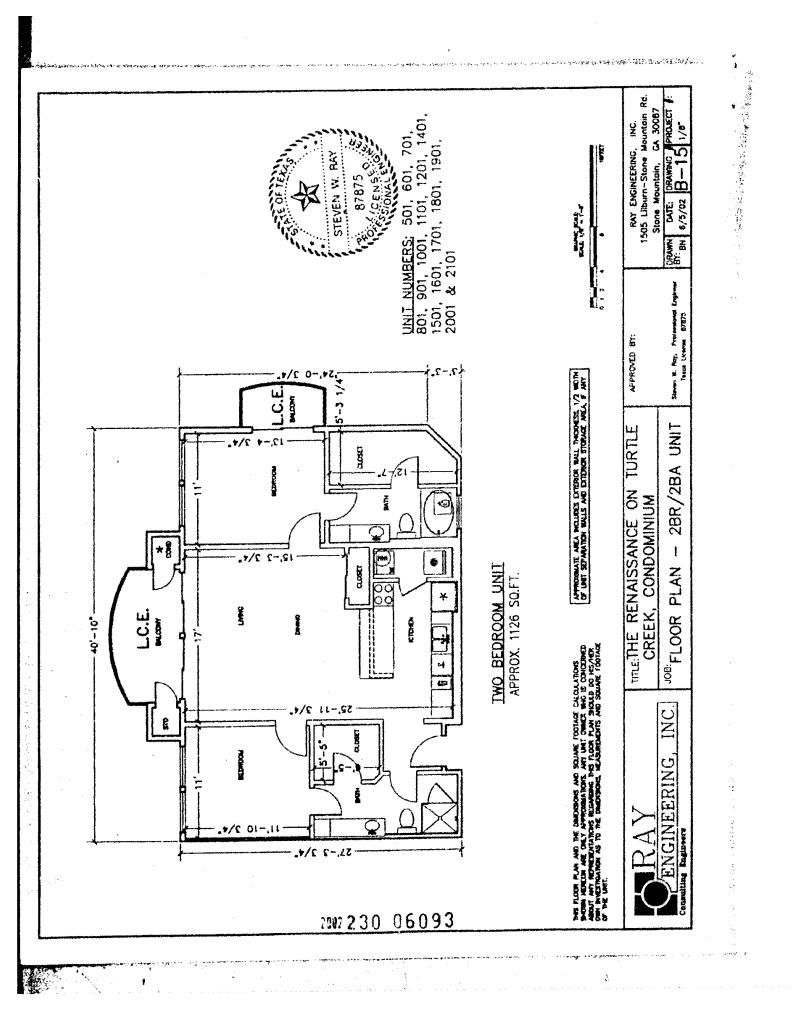
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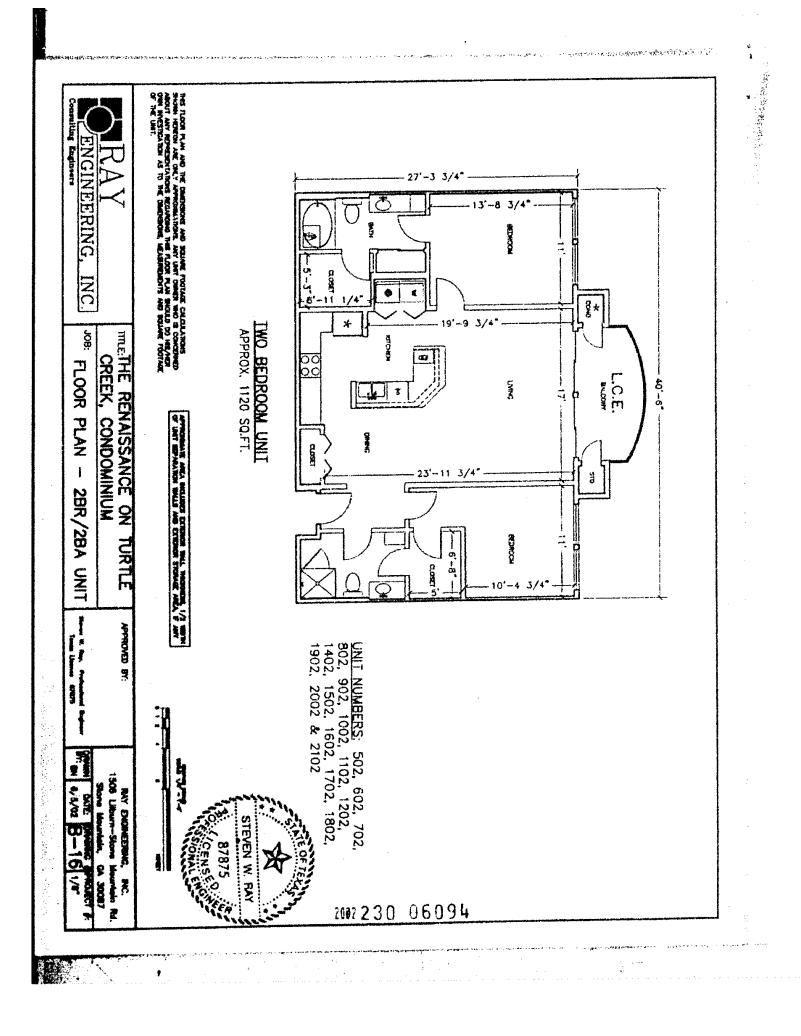


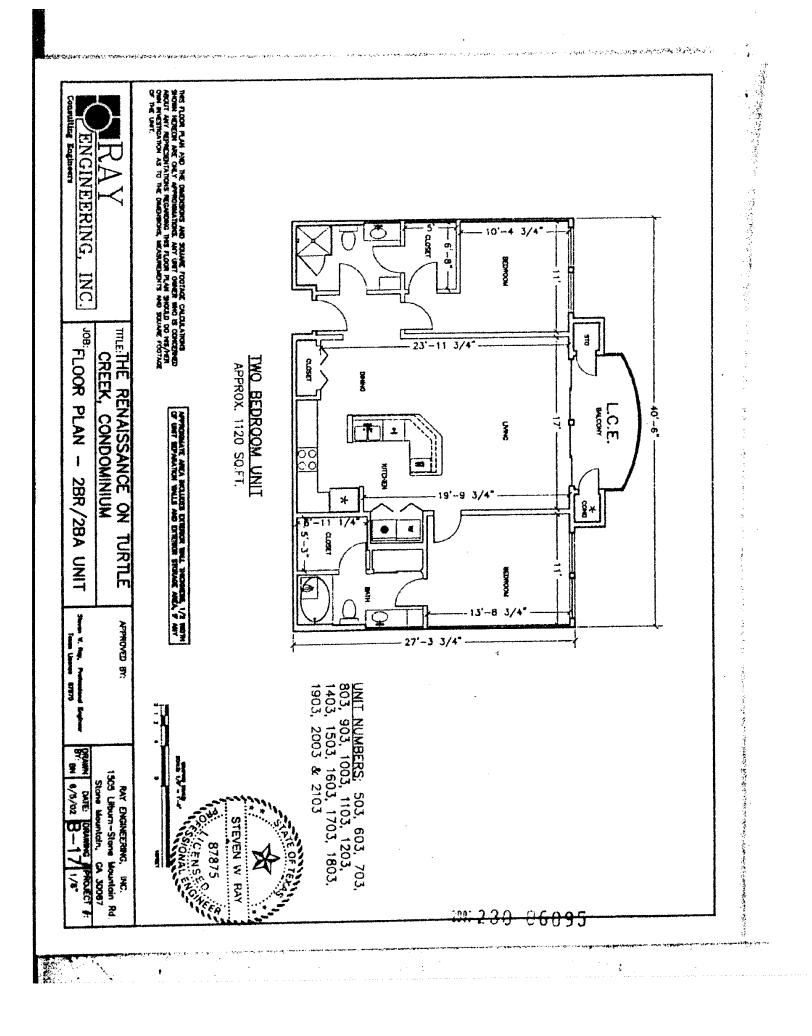


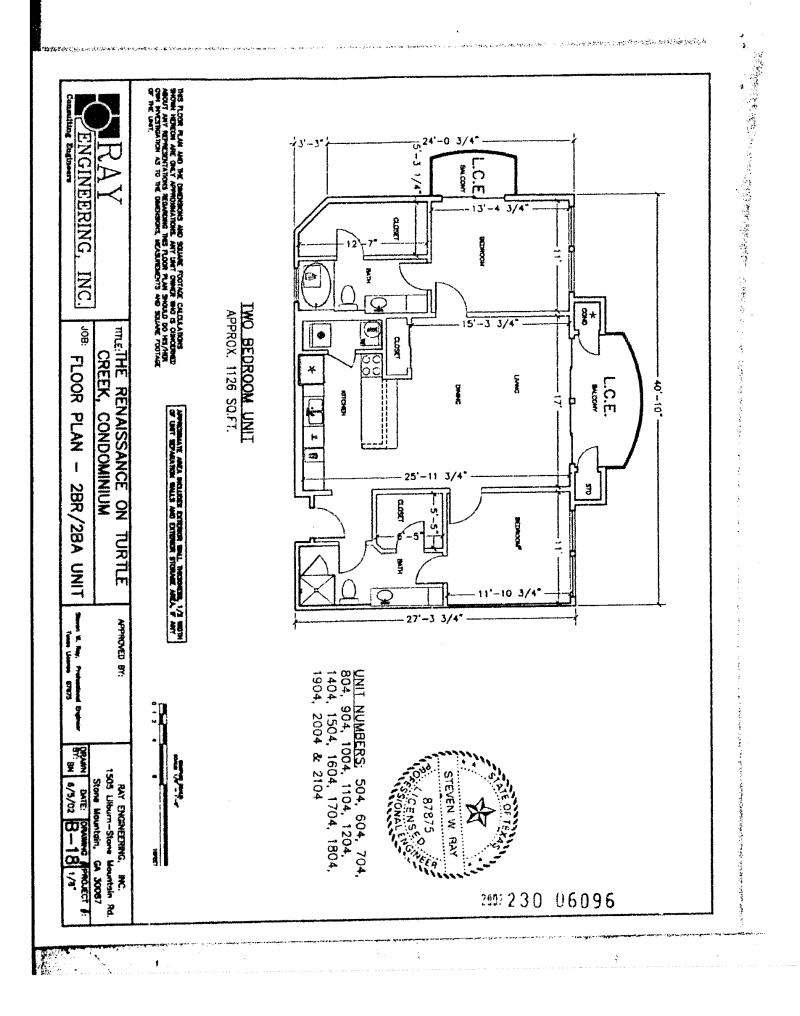


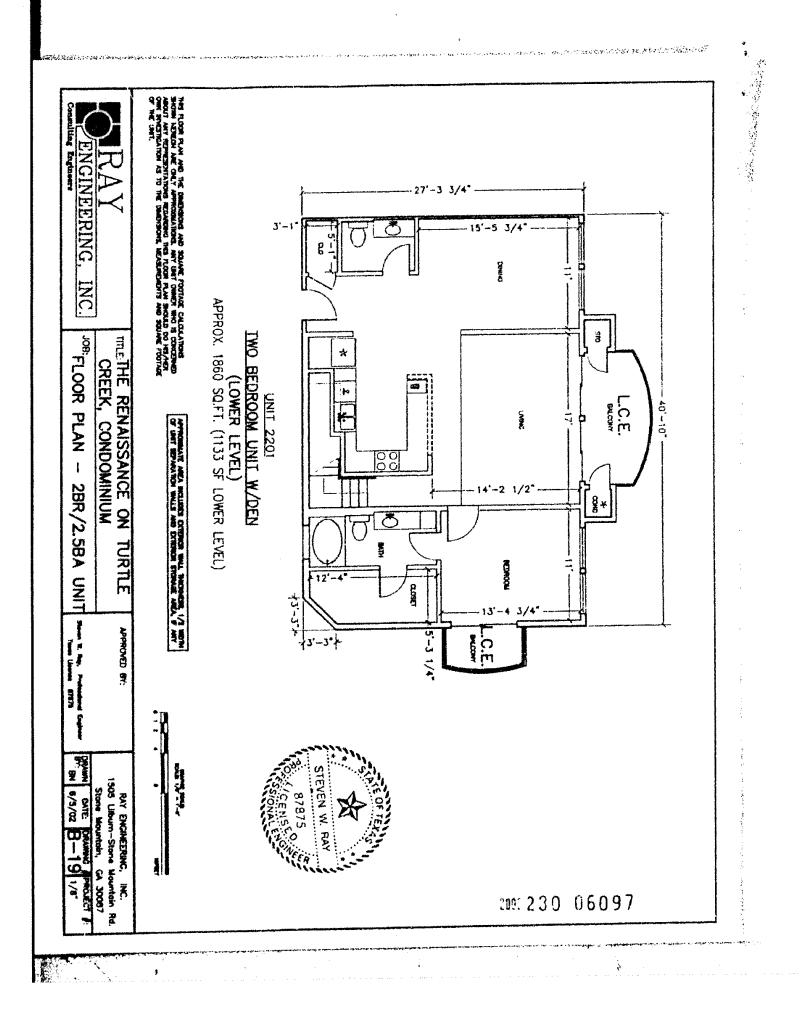


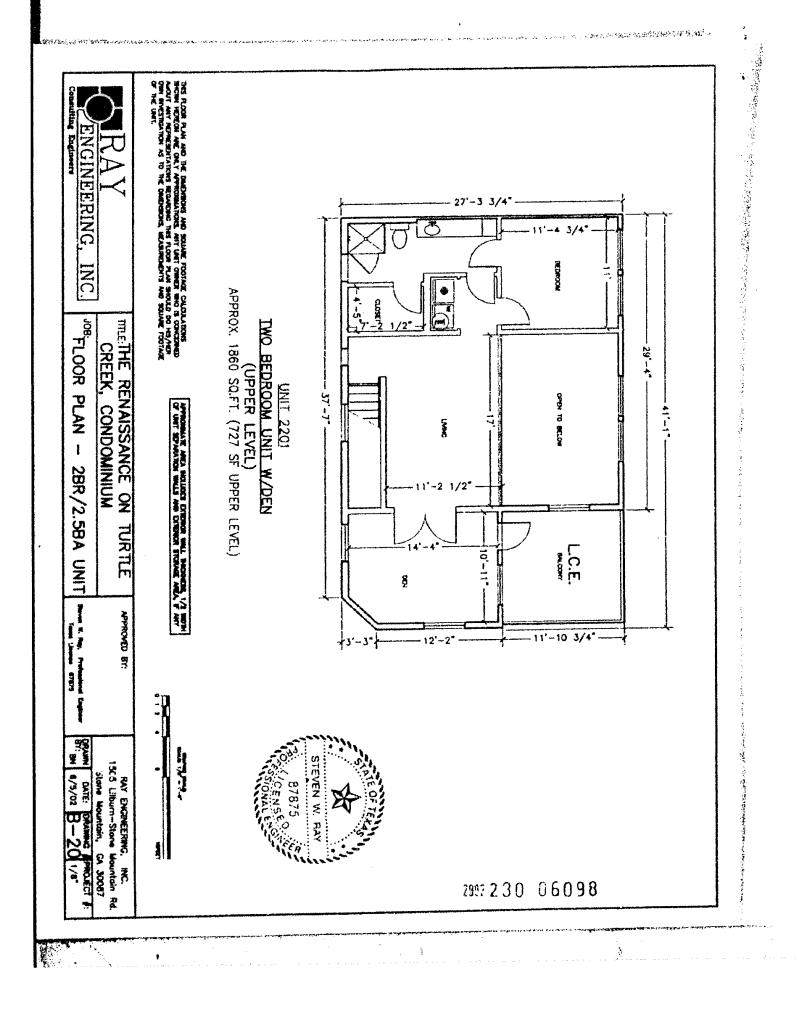


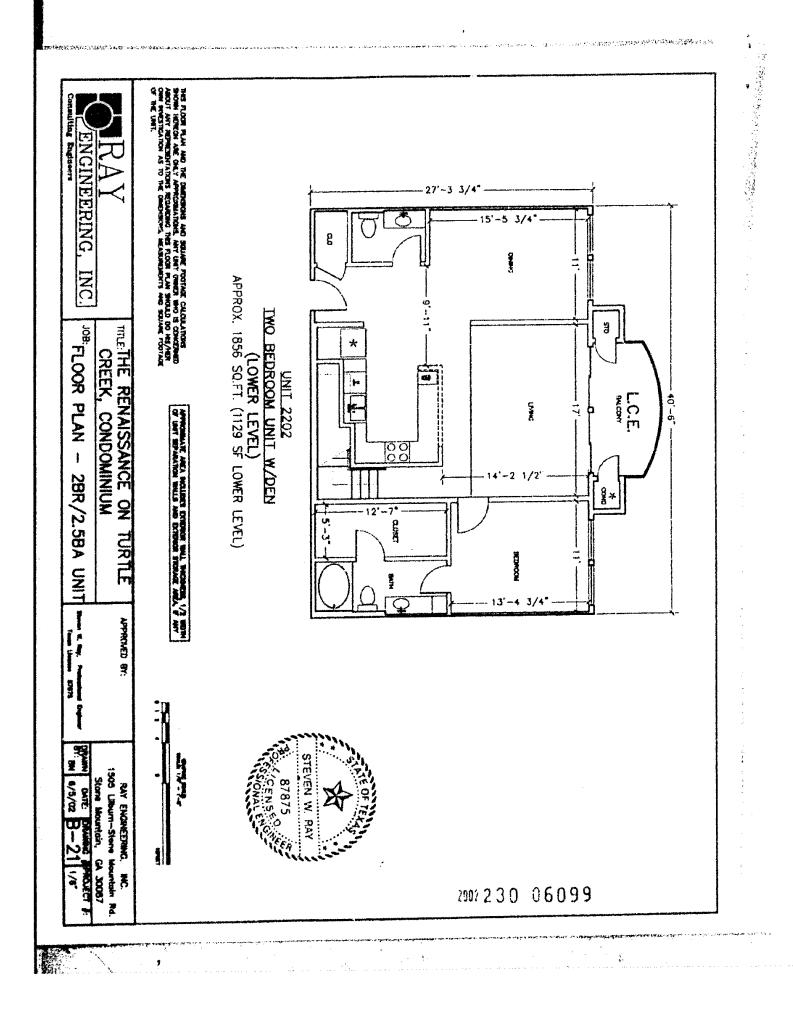


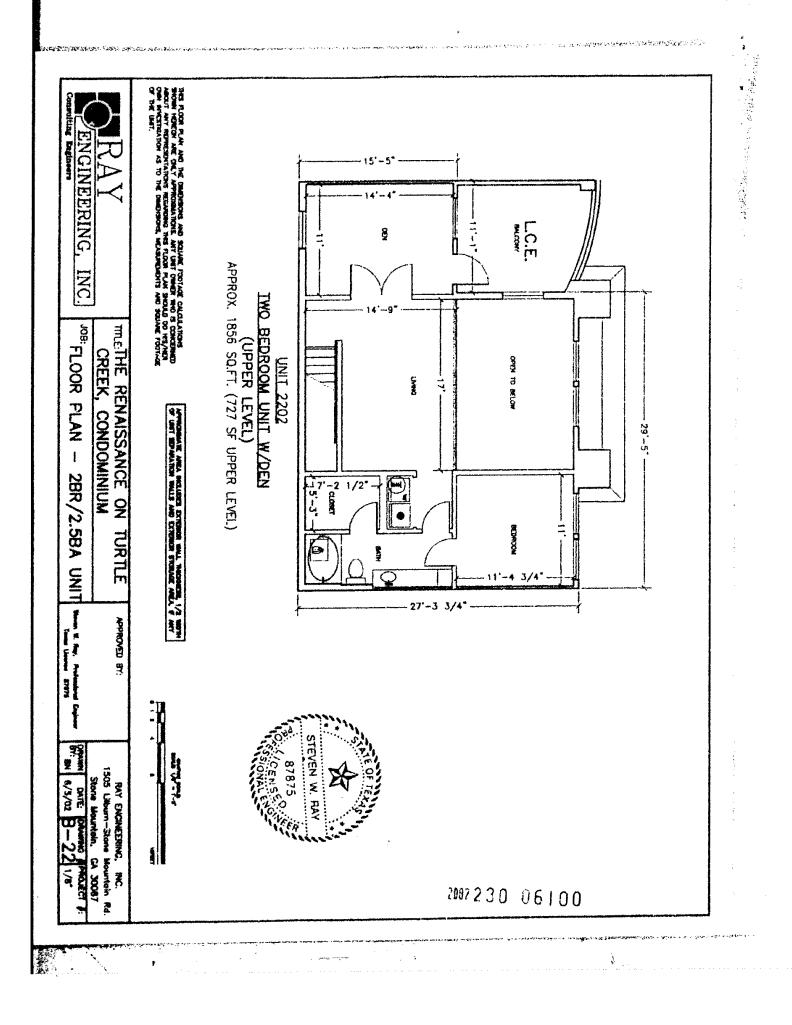


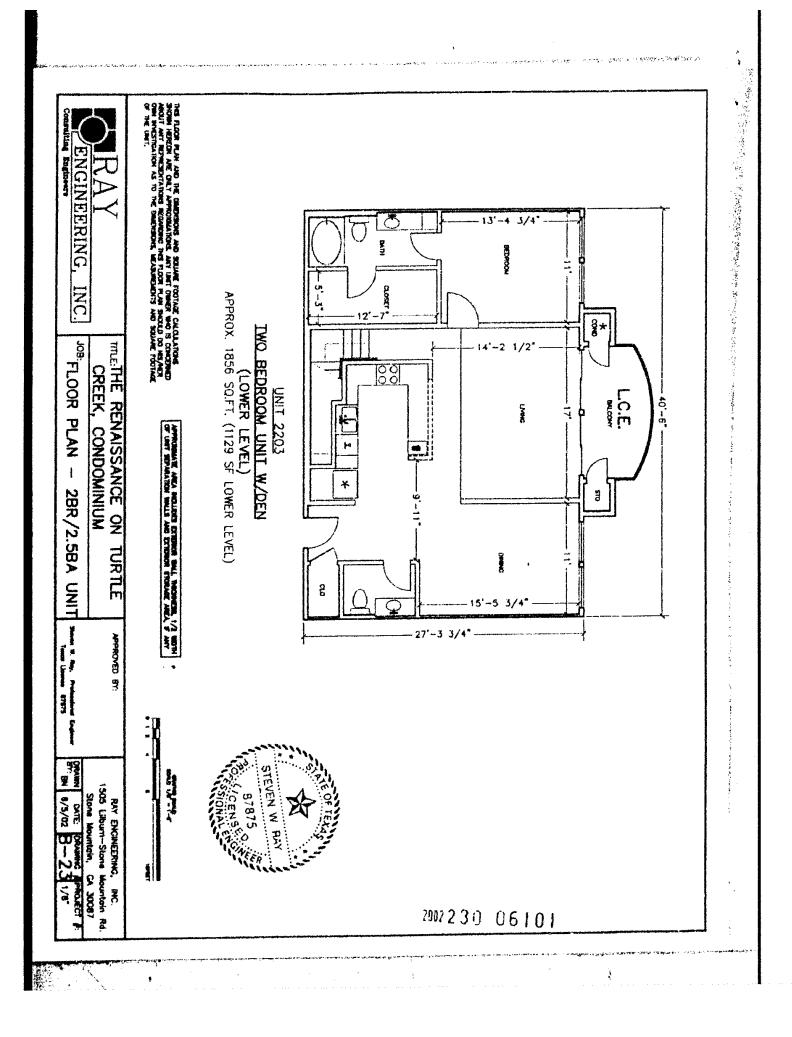


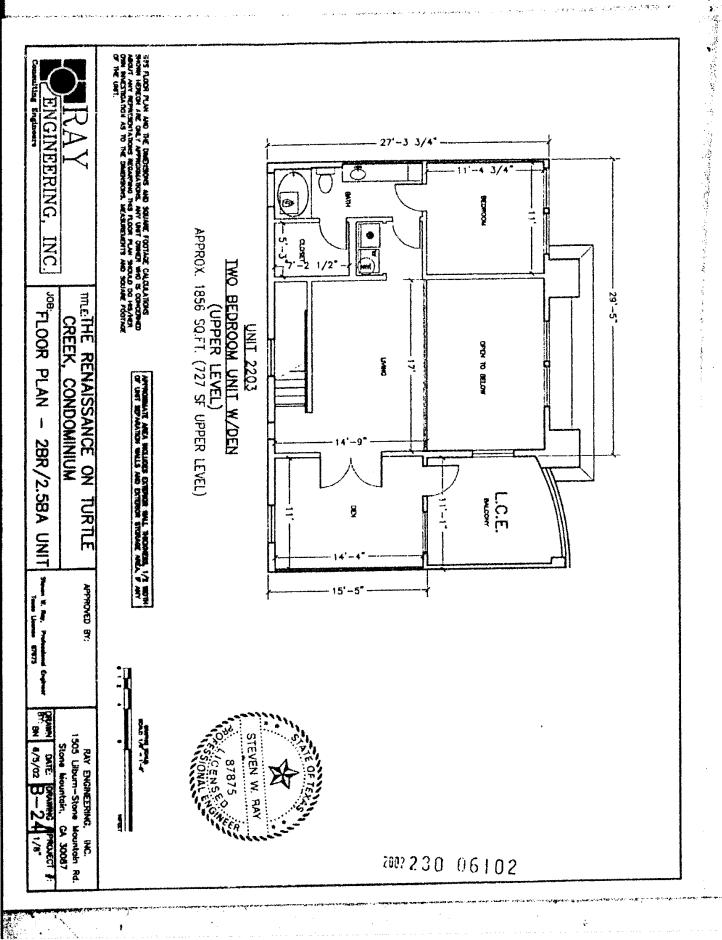


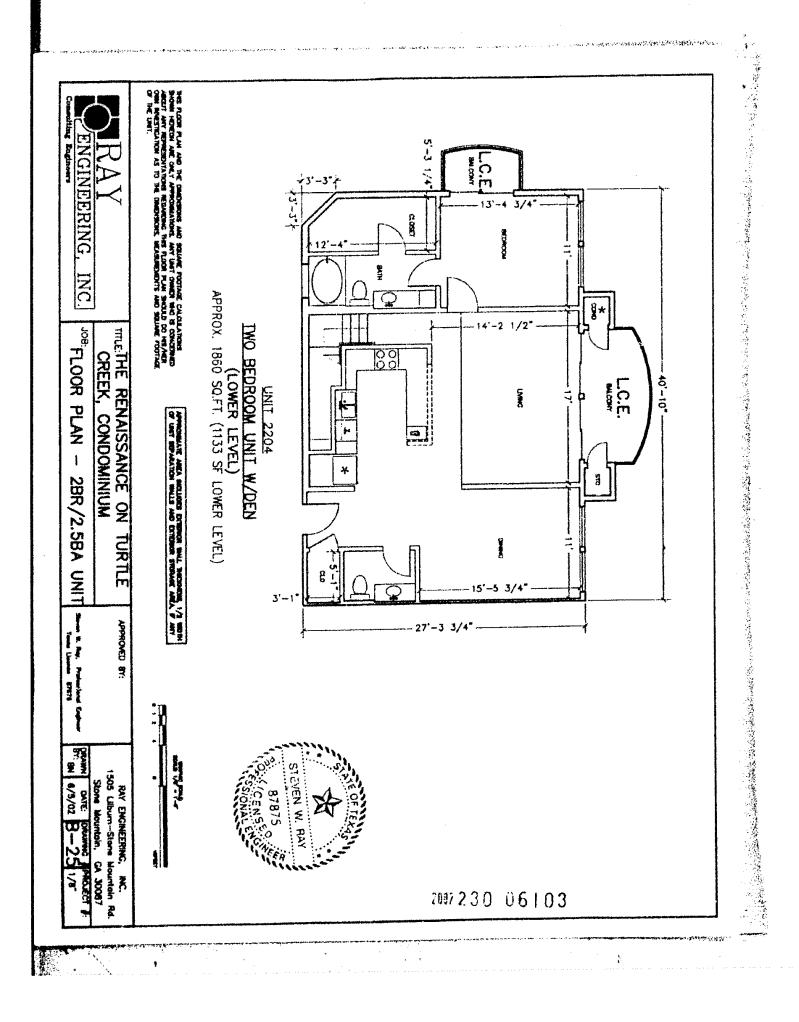


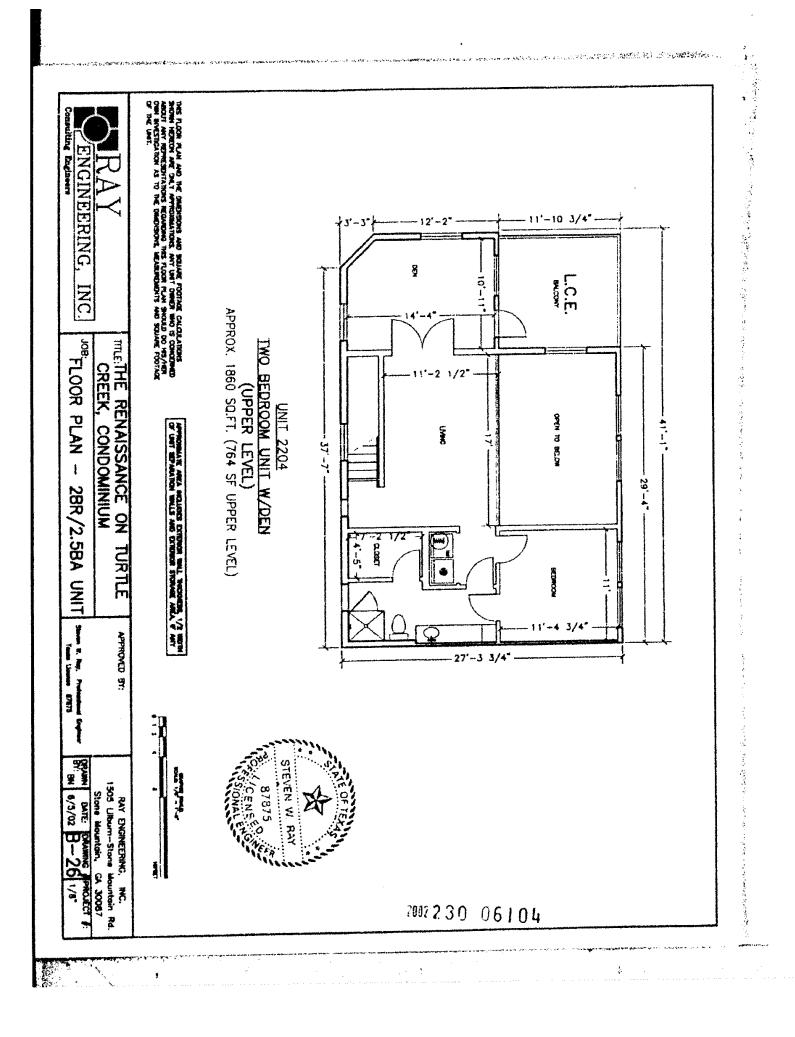












# DECLARATION

# **2003 Amendment**

2506911

4112977 \$213.00 Deed

### AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM

والمراجب والمراجب والمراجب والمتعادية ومعاقبه والمعادية والمعاقفات والمراجب والمعارضا فالمعارضا فالمراجع

المريين والبرمارية ليتربي تتمينا بيرويها والمحكولة فالمرتجل البار المائمة تخا

WHEREAS, TURTLE CREEK DEVELOPMENT, LP, a Delaware limited partnership (the "Developer"), filed the Condominium Declaration for THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM (the "Condominium"), which was recorded under Deed Book 230 at Page 06012 on November 25, 2002 in the Public Records of Dallas County, Texas;

WHEREAS, pursuant to the Declaration, the Developer has the right to amend the Declaration during the "Declarant Control Period", to exercise "Development Rights" under section (i) and (ii) of the Development Rights" paragraph;

WHEREAS, pursuant to the Declaration, it was contemplated in the "Condominium" section that a "Phase II" would be added to the Condominium bringing the total number of Units to "602 residential units" and a total of 6 commercial units.

WHEREAS, pursuant to the Declaration, Exhibit B listed the total percentage and allocation of ownership interests when the Phase II is added to the Condominium, and all parties were on notice of their respective percentage upon the adding of Phase II as provided in Section 2.2 of the Declaration; and

WHEREAS, pursuant to the Declaration, "Section 3.4 <u>Reservations by the</u> <u>Declarant</u>" the Developer has the right "to exercise any Development Right" and under any other rights pursuant to the Texas Uniform Condominium Act of the Texas Property Code, as amended (the "Act") amend the Declaration during the "Declarant Control Period", to exercise "Development Rights" under section (i) and (ii) of the Development Rights" paragraph

NOW. THEREFORE, the Declaration is amended as hereinafter provided

- Exhibit "A" of the Declaration is amended to add Tract 2 and Tract 3 to the Legal description of the Condominium as shown on Exhibit "A" to this Amendment attached hereto and made a part hereof.
- 2. Exhibit "B" of the Declaration is deleted and replaced with the attached Exhibit "B" to this Amendment to be made a part hereof.
- 3. Phase II of the Condominium shall be fully incorporated into the Condominium as evidenced in Exhibits "A" and "B" to this Amendment resulting in 602 Residential Units and 6 Commercial Units.
- 4. The Master Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 230, at Page 05828 on November 25, 2002 is hereby terminated and its provisions shall be incorporated into the Condominium and

the property it was subject to will now be subject to the Condominium. Association of the Condominium.

5. All other provisions of the Declaration remain the same, except as to those which refer to the number of units in the Condominium which shall now be 602 Residential Units and 6 Commercial Units

IN WITNESS WHEREOF, the Developer and the Association have caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

Print Nan Marr MARK FORMECK

STATE OF TEXAS

COUNTY OF DALLAS

THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM ASSOCIATION, INC., a Texas not for profit corporation

By.L

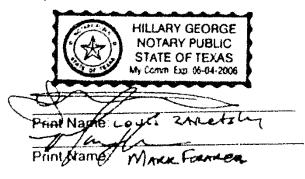
(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this <u>27</u> day of <u>August</u>, 2003 by <u>JEROW</u> <u>Eccency</u>, as President of THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM ASSOCIATION, INC., a Texas not for profit corporation which corporation excluded the foregoing instrument.

) SS:

NOTARY PUBL

My Commission expires:



TURTLE CREEK DEVELOPMENT. LP. a Delaware limited partnership By: Turtle Creek GP. L L.C. a Delaware limited liability company. as General Partner

Bitten President TOMER

)

#### STATE OF TEXAS

) SS:

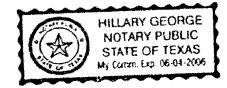
)

#### COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this  $\lambda$  day of <u>Access</u>, 2003 by <u>Jonar Bittel</u> as <u>Hascelen</u> of Turtle Creek GP, LLC, a pelaware limited liability company, as General Partner of Turtle Creek Development a Delaware limited partnership (the Partnership), which Partnership executed the foregoing instrument.

NOTARY PUBL

My Commission expires:



52 11 91 05 41 PM

#### CONSENT AND SUBORDINATION

The undersigned, beneficiary under a Deed of Trust, Security Agreement and Fixture Filing ("Deed of Trust") dated as of June 28, 2002 and recorded June 28, 2002 in Volume 126, Page 00114 of the Real Property Records of Dallas County, Texas, approves the foregoing Amendment to Condominium Declaration for The Renaissance on Turtle Creek Condominium (the "Amendment"), and agrees that the Deed of Trust is, and shall at all times continue to be, subject, inferior and subordinate in all respects to the Declaration (as more particularly described in the Amendment), as amended by the Amendment; provided, however, that the subordination set forth herein is limited strictly to the Declaration, as amended by the Amendment, and shall not constitute a subordination to the rights of any other person or entity that holds any interest in the property described in the Deed of Trust.

Dated: August  $2 \leq 2003$ .

GENERAL ELECTRIC CAPITAL CORPORATION a Delaware corporation Title:

STATE OF COUNTY OF Sangle

This instrument was acknowledged on August <u>25</u> 2003, by <u>5</u> <u>611</u> <u>Stande</u> as. <u>authorized solution</u> behalf of said GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation.



Notary Public State of gran in

#### AMENDMENT TO CONDOMINIUM DECLARATION

A11.000192

The undersigned, beneficiary under a Deed of Trust. Security Agreement and Fixture Filing ("Deed of Trust") recorded October 8, 2002 in Volume 196. Page 03082 of the Real Property Records of Dallas County, Texas, approves the foregoing Amendment to Condominium Declaration for The Renaissance on Turtle Creek Condominium (the "Amendment"), and agrees that the Deed of Trust is, and shall at all times continue to be, subject, inferior and subordinate in all respects to the Declaration (as more particularly described in the Amendment), as amended by the Amendment; provided, however, that the subordination set forth herein is limited strictly to the Declaration, as amended by the Amendment, and shall not constitute a subordination to the rights of any other person or entity that holds any interest in the property described in the Deed of Trust.

Dated: August 26 2003.

Arbor Commercial Mortgage, LLC - A New York Limited Liability Company

By: GUY R. Milone, Jr. Name: Associate General Counsel/Member Title:

STATE OF <u>New York</u> COUNTY OF <u>Nugsan</u>

This instrument was acknowledged on August <u>26</u> 2003, by <u>Guy Ri Milone</u>, Jr. as. <u>Memper</u>, on behalf of said Arbor Commercial Mortgage, LLC - A New York Limited Liability Company

Storne Street Notary Public, State of New York

SUSANNE SRAEPER Storn Public, Sune of New York No. OISK5552478 Qualified in Suffue County Milling on Express County 1

#### EXHIBIT "A"

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#### AMENDEMENT TO THE CONDOMINIUM DECLARATION FOR

#### THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM

## LEGAL DESCRIPTION, SURVEY, PLOT PLAN, FLOOR PLANS FOR UNITS AND GRAPHIC DESCRIPTION

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# THE RENAISSANCE ON TURTLE CREEK

#### CONDOMINIUM DOCUMENTS

DRAWINGS PROVIDED CONTAIN ALL INFORMATIONS REQUIRED BY SECTION 82.059 OF THE TEXAS PROPERTY CODE

INDIVIDUAL UNIT TYPES WITH LIMITED COMMON ELEMENTS (L.C.E.) NOTED BUILDING LAYOUT FOR EACH FLOOR W/VERTICAL BOUNDARIES BUILDING SECTIONS W/HORIZONTAL BOUNDARIES LIMITED COMMON ELEMENTS -STORAGE SPACES

-STOKAGE SPACES -BALCONY -ROOF TERRACE

COMMON ELEMENTS INCLUDE, WITHOUT LIMITATION, CERTAIN UTILITIES, FENCES, PARKING FACILITY, PAVING, WALLS, RETAINING WALLS, LANDSCAPED AREAS, MAIL ROOM, THE LOBBY OF THE BUILDING, THE FOUNDATION, ROOF, AND EXTERIOR WALLS OF THE BUILDING, STAIRS, HALLWAYS, ELEVATORS, ELEVATOR SHAFTS, ELEVATOR LOBBIES, MECHANICAL ROOMS, MAINTENANCE ROOMS, ELECTRICAL ROOMS FITNESS FACILITY, SWIMMING POOL, POOL ROOM, CLUB/MEETING ROOM, BUSINESS CENTER, LIMITED ACCESS ENTRY SYSTEM, TRASH CHUTES, TRASH CHUTE LOBBIES, AND LOADING DOCK.

THE RENAISSANCE ON TURTLE CREEK, CONDOMINIUM DALLAS, TEXAS

THE CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK, CONDOMINIUM, IS RECORDED IN DEED BOOK 2.20 PAGE OF 20 FTHE SUPERIOR COURT OF DALLAS COUNTY, TEXAS RECORDS.

THE UNDERSIGNED, A REGISTERED ENGINEER HAS VISITED THE SITE KNOWN AS THE RENAISSANCE ON TURTLE CREEK, CONDOMINIUM AND VIEWED THE PROPERTY AND TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF, (i) THE EXTERIOR WALLS AND ROOF OF EACH STRUCTURE ARE IN PLACE AS SHOWN ON SAID PLANS AND (ii) SUCH WALLS, PARTITIONS, FLOORS AND CELLINGS, TO THE EXTENT SHOWN ON SAID PLANS, AS CONSTITUTE THE HORIZONTAL BOUNDARIES, IF ANY, AND THE VERTIFIC THE HORIZONTAL BOUNDARIES, IF ANY, AND THE VERTIFIC ON VARIABLE SPACE HAVE BEEN SUFFICIENTLY CONSTRUCTED OF ACH AND AND CLEARLY ESTABLISH THE PHYSICAL BOUNDARIES OF SUCH UNIT.

York RENALS DAME & LOW PLATE CARES.

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STEVEN W

DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND MUST BE VERIFIED BY THE PROSPECTIVE OWNER FOR EACH INDIVIDUAL UNIT. RAY ENGINEERING, INC. AND TURTLE CREEK DEVELOPMENT, L.P. DO NOT TAKE RESPONSIBILITY FOR ANY DIMENSIONAL AND AREA VARIANCES.

## TRACT 1 OUT OF LOT 1A, BLOCK A/992 SALE STREET ADDITION CITY OF DALLAS, TEXAS

#### PROPERTY DESCRIPTION TRACT 1

BEING a 1.0291 acre tract situated in the W. Grigsby Survey, Abstract No. 501, and being part of that tract conveyed to 3225 Turle Creek, L.P. by deed recorded in Volume 98126, Page 1841, Deed Records, Dallas County, Texas, and being a part of Lot 1A, Block A/992, Sale Street Addition, an Addition to the City of Dallas as recorded by plat in Volume 99192, Page 15, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a nail found for corner in southwest line of Hall Street (a variable width R.O.W.), said corner also being the northeast corner of a tract conveyed to George Poston by deed recorded in Volume 80053, Page 701, Deed Records, Dallas County, Texas;

THENCE S58'D1'26"E, along said southwest line, a distance of 62.45 feet to a p.k. nail set for corner at the intersection of said southwest line with the west line of Turtle Creek Boulevard (variable width R.0.W.);

THENCE S05'44'17"W, along said west line, a distance of 341.61 feet to a p.k. nail set for corner at the east corner of a tract conveyed to Meridian Properties Number 5 (USA) Limited by deed recorded in Volume 87249, Page 3422, Deed Records, Dallas County, Texas;

THENCE N48709'43"W, departing said west line and along the northeast line of sald Meridian tract, a distance of 207.75 feet to a 5/8" iron rod set for corner;

THENCE N40'54'31"W, departing said northeast line, a distance of 59.33 feet to a point for corner;

THENCE N41'38'17"E, a distance of 42.40 feet to an "x" cut set for corner at the south corner of the oforementioned George Poston tract;

THENCE N42'53'17"E, along the southeast line of sold Poston tract, a distance of 215.47 feet to the POINT OF BEGINNING and containing 44,829 square feet or 1.0291 acres of land, more or less.

The basis of bearings shown hereon is the southeast line of Sale Street, N4513177E, as shown on the Sale Street Addition, No. 2, an Addition to the City of Dallas as recorded by plat in Vol. 99192, Pg. 15, Deed Records, Dallas County, Texas.

## TRACT 2 OUT OF LOT 1A, BLOCK A/992 SALE STREET ADDITION CITY OF DALLAS, TEXAS

#### PROPERTY DESCRIPTION TRACT 2

BEING a 1.6444 acre tract situated in the W. Grigsby Survey, Abstract No. 501, and being part of that tract conveyed to 3225 Turle Creek, L.P. by deed recorded in Volume 98126, Page 1841, Deed Records, Dallas County, Texas, and being a part of Lot 1A, Block A/992, Sale Street Addition, an Addition to the City of Dallas as recorded by plat in Volume 99192, Page 15, Deed Records, Dallas County, Texas, and being more porticularly described as follows:

BEGINNING at an "x" cut found for corner at the intersection of the northeast line of Cedar Springs Road (60' R.O.W.) with the southeast line of Sale Street (40' R.O.W.);

THENCE N4573'17"E, along said southeast line, a distance of 473.17 feet to an "x" cut found for corner at the intersection of said southeast line with the southwesterly line of Hall Street (variable width R.O.W.);

THENCE S57"54"16"E, along said southwesterly line, a distance of 111.01 feet to a point for corner;

THENCE S43°54'36°W, deporting said southwesterly line, a distance of 201.89 feet to a paint for corner;

THENCE \$52"56'02"W, a distance of 192.36 feet to a point for corner;

THENCE S4478'43"E, a distance of 241.35 feet to a point for corner in the northwest line of a tract conveyed to Meridian Properties Number 5 (USA) Limited as recorded in Volume 87249, Page 3422, Deed Records, Dallas County, Texas;

THENCE \$45\*41\*177\*W, along said northwesterly line, a distance of 86.80 feet to an "x" cut on walk for corner at the southwest corner of said Meridian tract and in the aforementioned northeast line of Cedar Springs Road;

THENCE N47'46'43"W, along said northeast line, a distance of 328.00 feet to the POINT OF BEGINNING and containing 71,631 square feet or 1.6444 acres of land, more or less.

The basis of bearings shown hereon is the southeast line of Sale Street, N45\*13'17"E, as shown on the Sale Street Addition, No. 2, an Addition to the City of Dallas as recorded by plat 'n Vol. 99192, Pg. 15, Deed Records, Dallas County, Texas.

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NO 1002150

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## TRACT 3 OUT OF LOT 1A, BLOCK A/992 SALE STREET ADDITION CITY OF DALLAS, TEXAS

PROPERTY DESCRIPTION TRACT 3

BEING a 1.1437 acre tract situated in the W. Grigsby Survey, Abstract No. 501, and being part of that tract conveyed to 3225 Turle Creek, L.P. by deed recorded in Volume 98126, Page 1841, Deed Records, Dallas County, Texas, and being a part of Lat 1A, Block A/992, Sale Street Addition, an Addition to the City of Dallas as recorded by plat in Volume 99192, Page 15, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a nail found for corner in the southwest line of Hall Street (variable width R.O.W.), said corner being the north corner of a tract conveyed to George Poston by deed recorded in Volume 84021, Page 4106, Deed Records, Dallas County, Texas;

THENCE \$43'54'36"W, departing said southwest line and along the northwest line of said Poston tract, a distance of 193.95 feet to an "x" cut set for corner at the southwest corner of said Poston tract;

**THENCE** S48'21'43"E, along the southwest line of said Poston tract and passing the southeast corner of said tract and the southwest corner of a tract conveyed to said George Poston by deed recorded in Volume 80053, Page 701, Deed Records, Dallas County, Texas, and continuing along the southwest line of this tract in all a total distance of 131.60 feet to an "x" cut set for corner at the southeast corner of said Poston tract;

THENCE S41'38'17"W, departing said southwest line of said Poston tract, a distance of 42.40 feet to a point for corner;

THENCE' \$40'54'31"E, a distance of 59.33 feet to a 5/8" iron rod set for corner at the north corner of a tract conveyed to Meridian Properties Number Five (USA) Limited by deed recorded in Volume 87249, Page 3422, Deed Records, Dallas County, Texas;

THENCE \$45'41'17"W, along the northwest line of said Meridian tract, a distance of 168.00 feet to a point far corner;

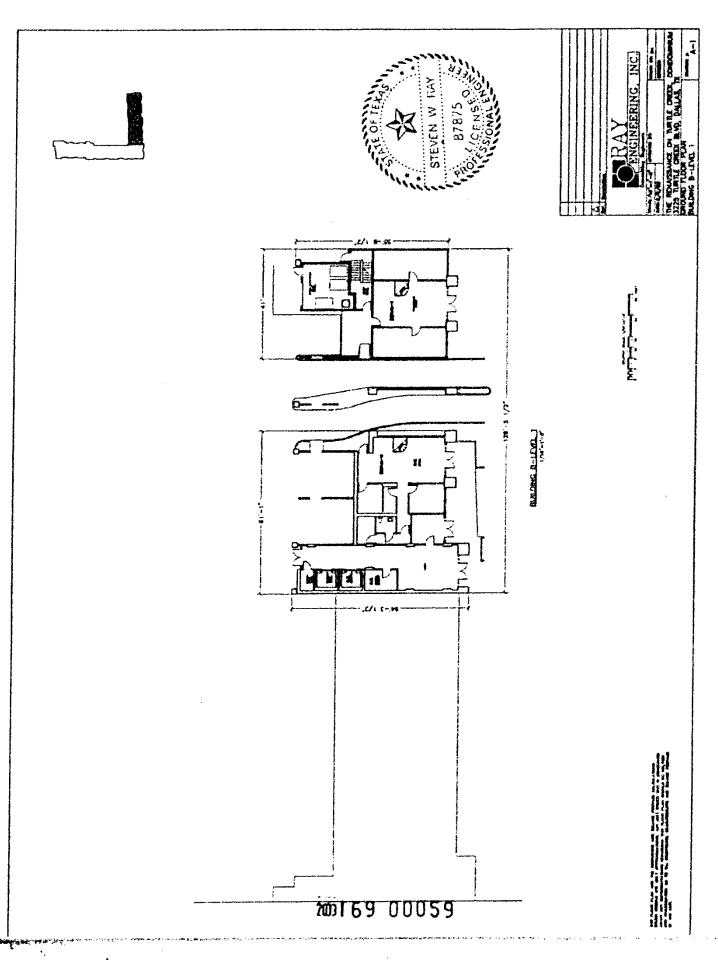
THENCE N4478'43"W, departing said northwest line, a distance of 241.35 feet to a point for corner;

THENCE N52'56'02"E, a distance of 192.36 feet to a point for corner;

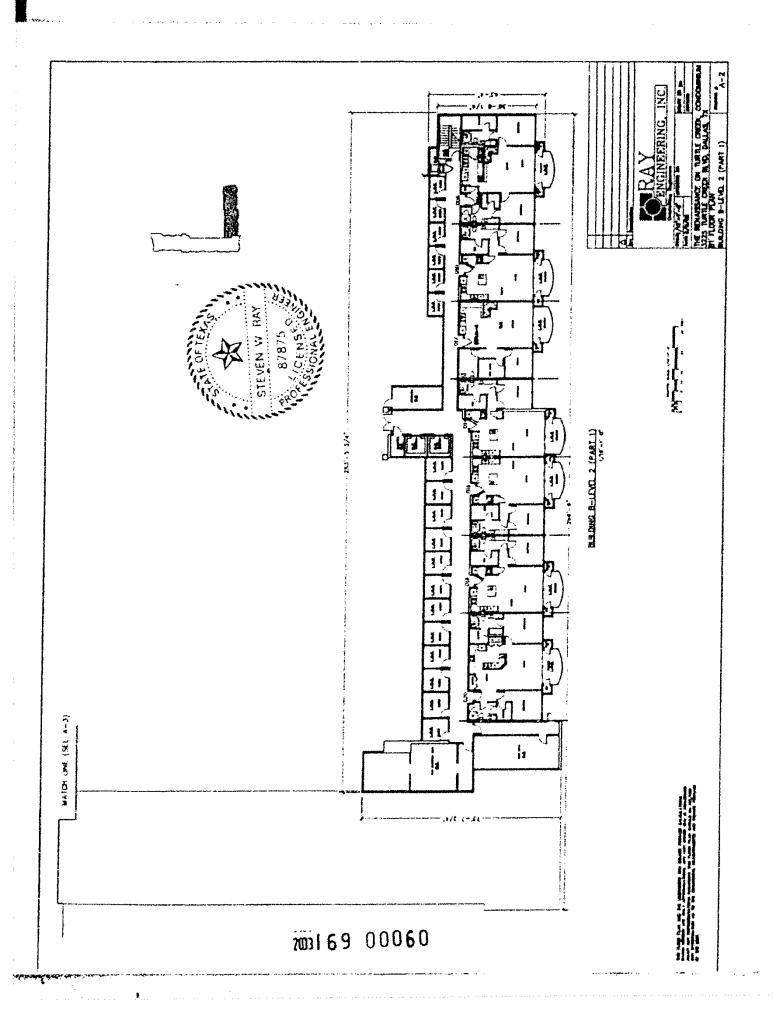
THENCE N43'54'36"E, a distance of 201.89 feet to a point for corner in the aforementioned southwest line of Holi Street;

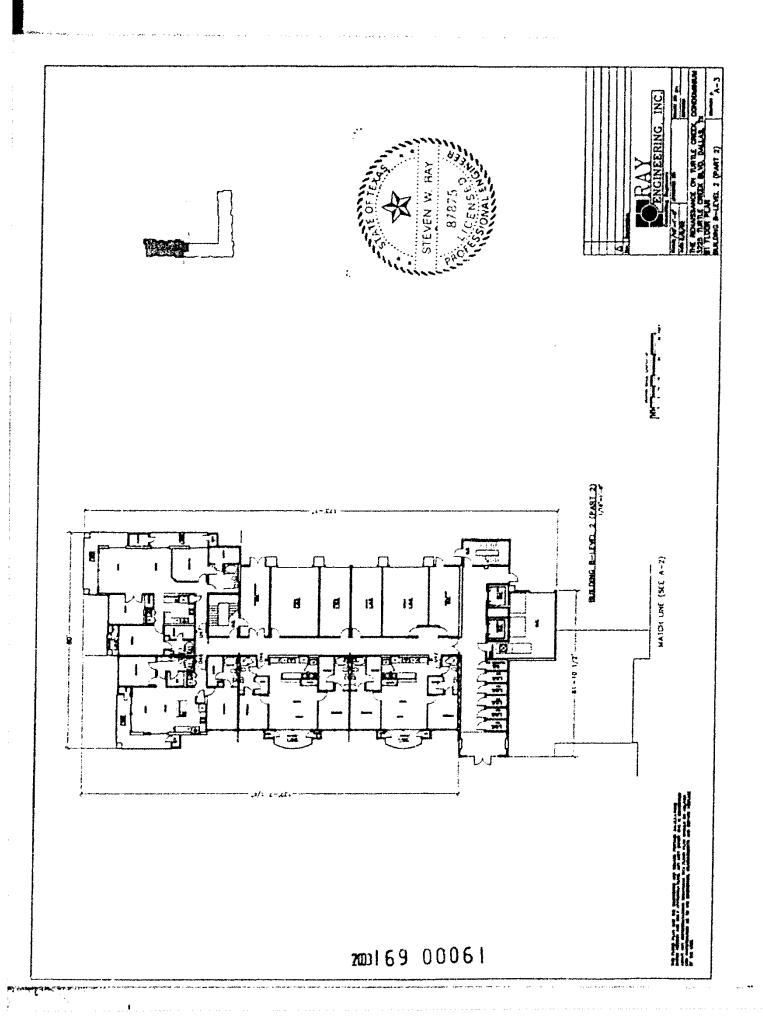
THENCE S57'54'16"E, along sold southwest line, a distance of 24.52 feet to the POINT OF BEGINNING and containing 49,819 square feet or 1.1437 acres of land, more or less.

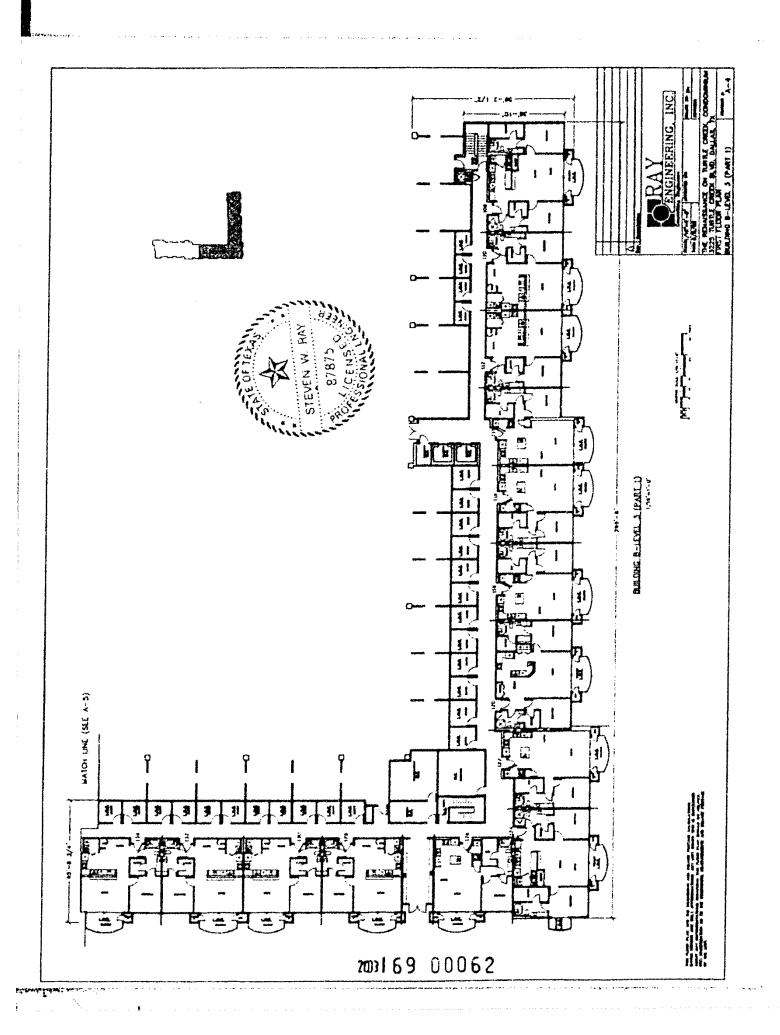
The basis of bearings shown hereon is the southeast line of Sale Street, N451317"E, as shown on the Sale Street Addition, No. 2, an Addition to the City of Dallas as recorded by plat in Vol. 99192, Pg. 15, Deed Records, Dallas County, Texas.

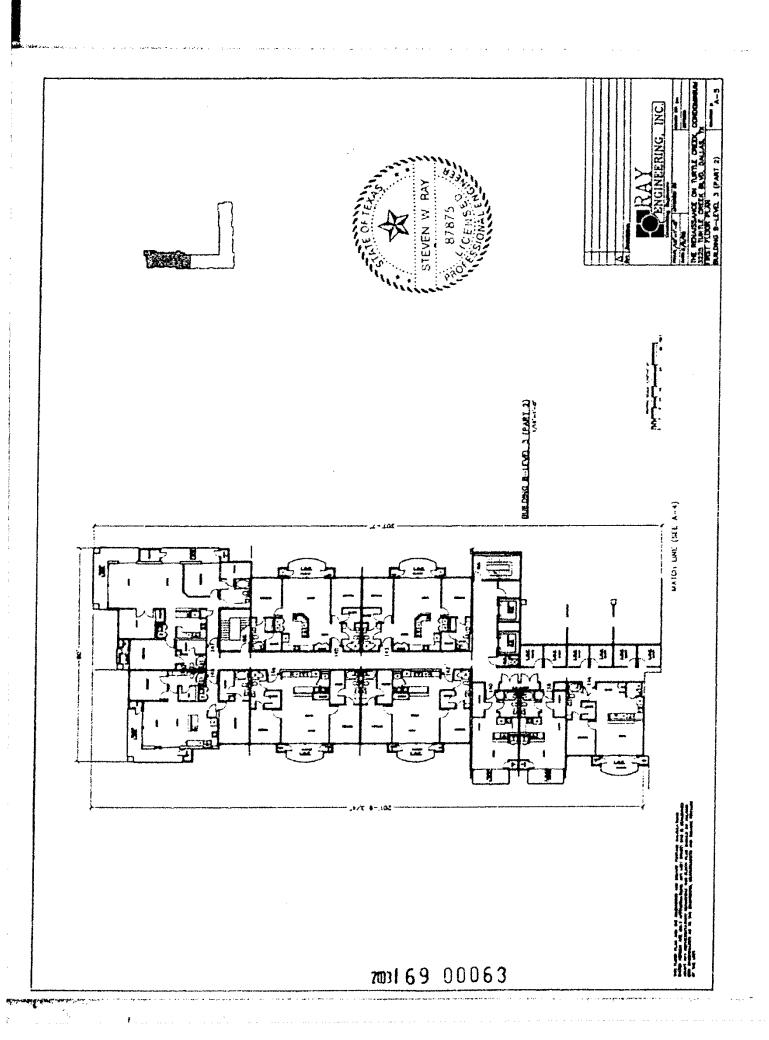


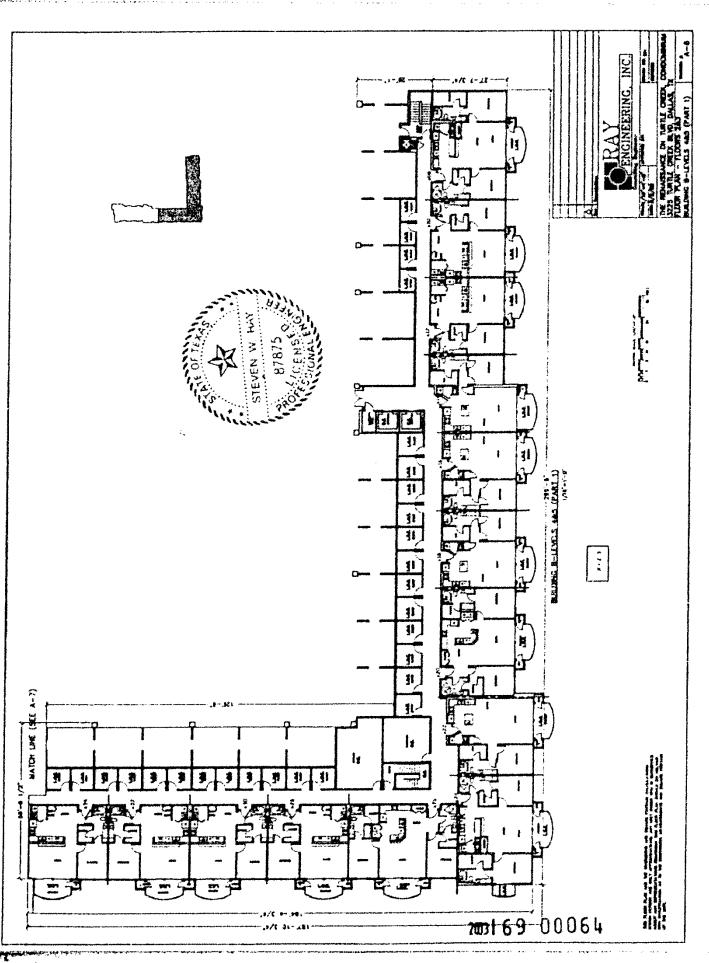
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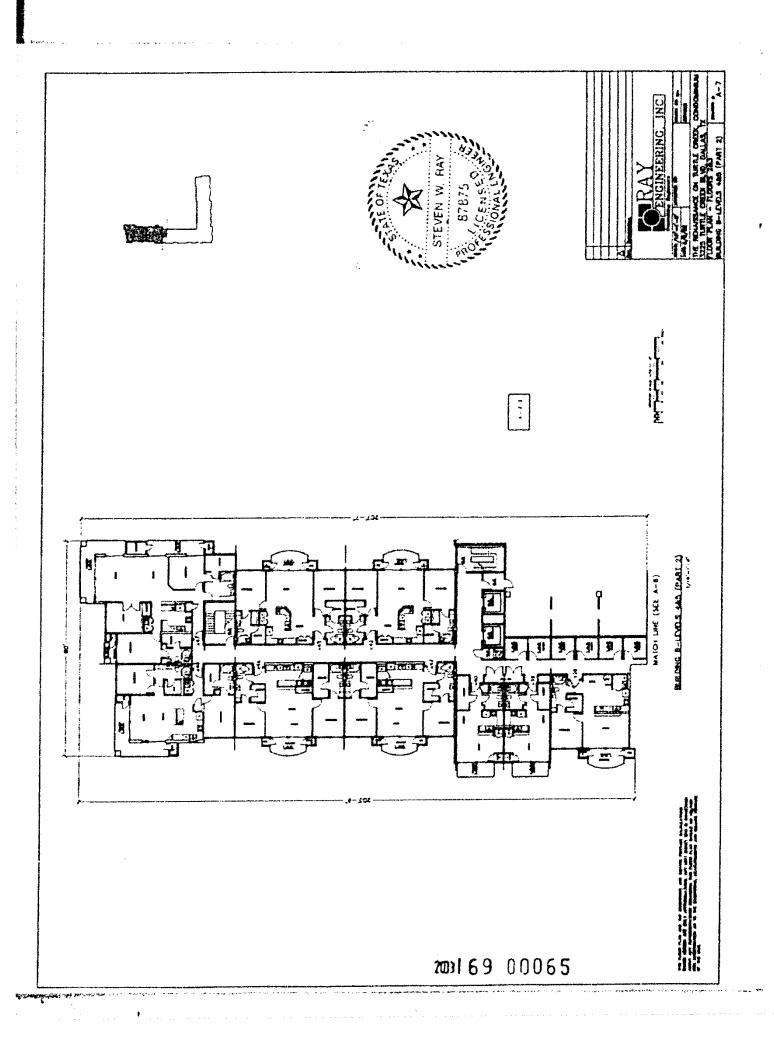


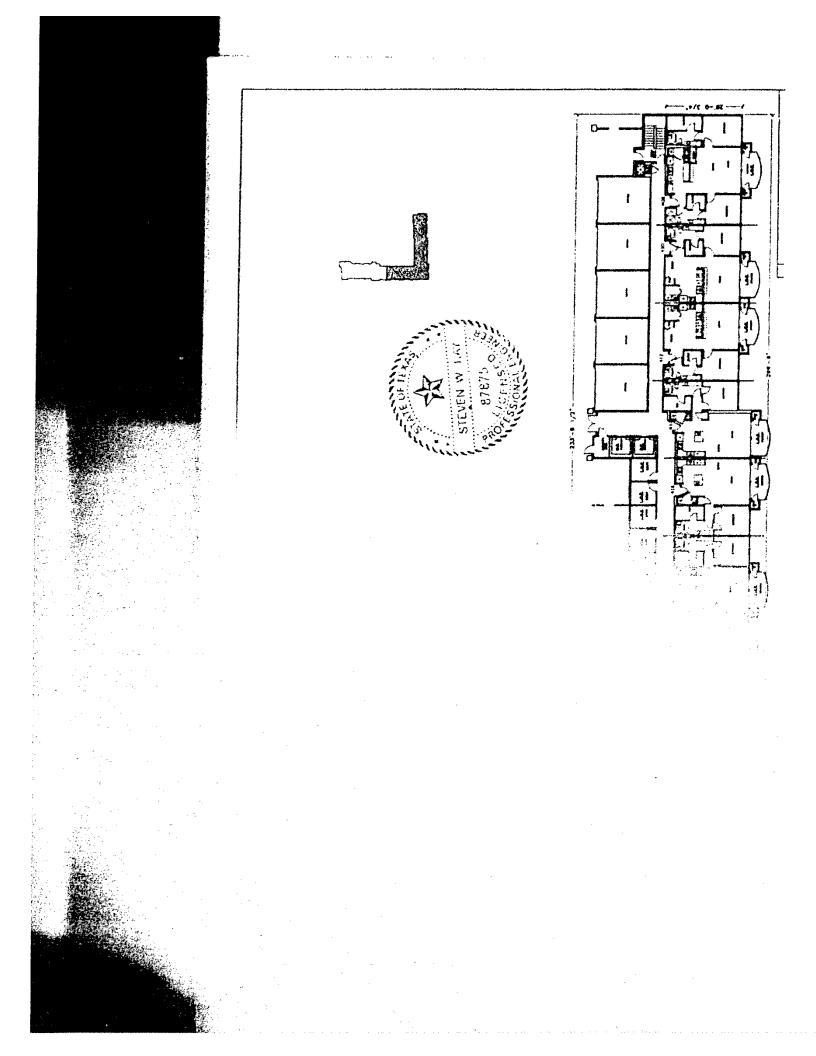


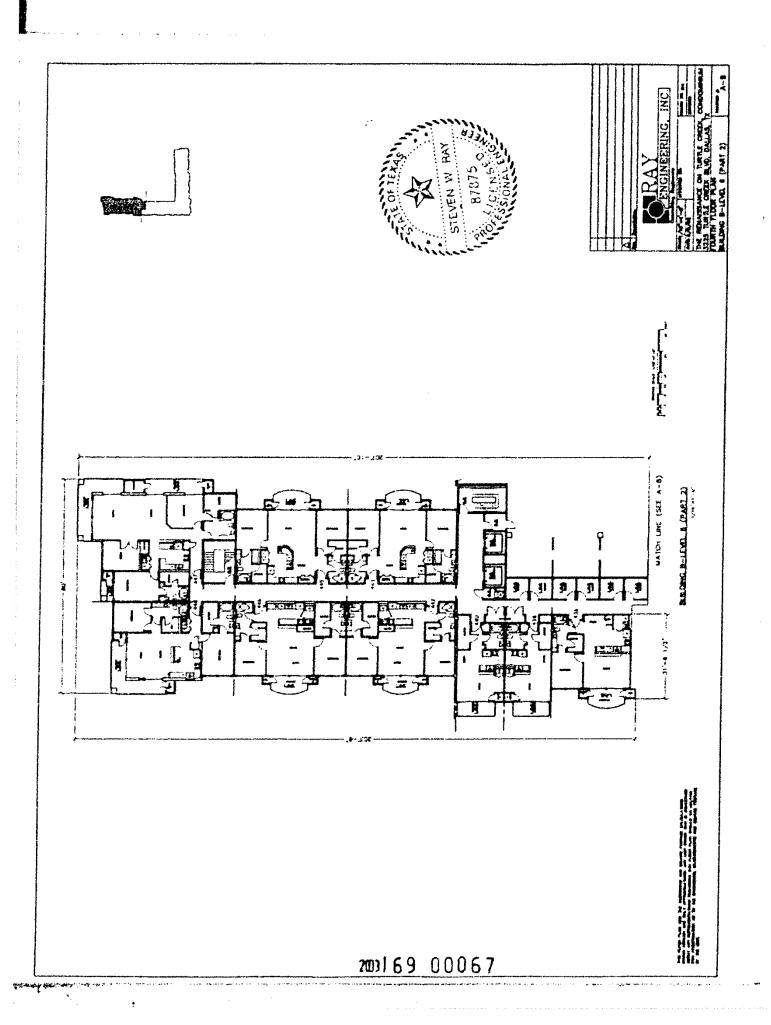


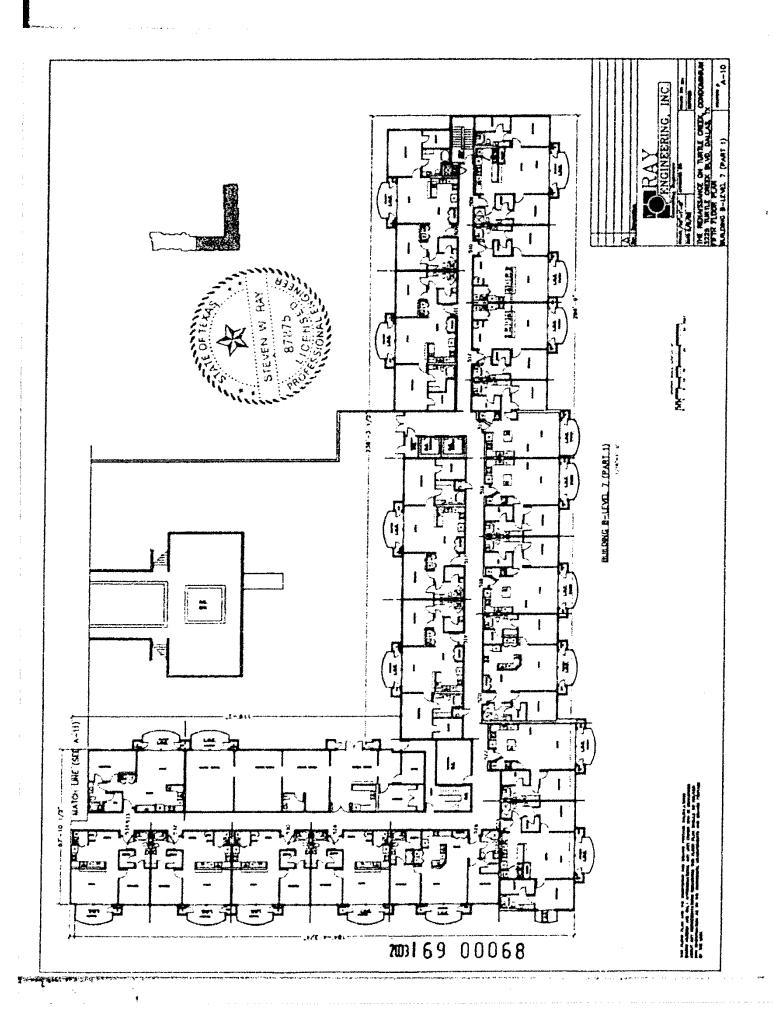


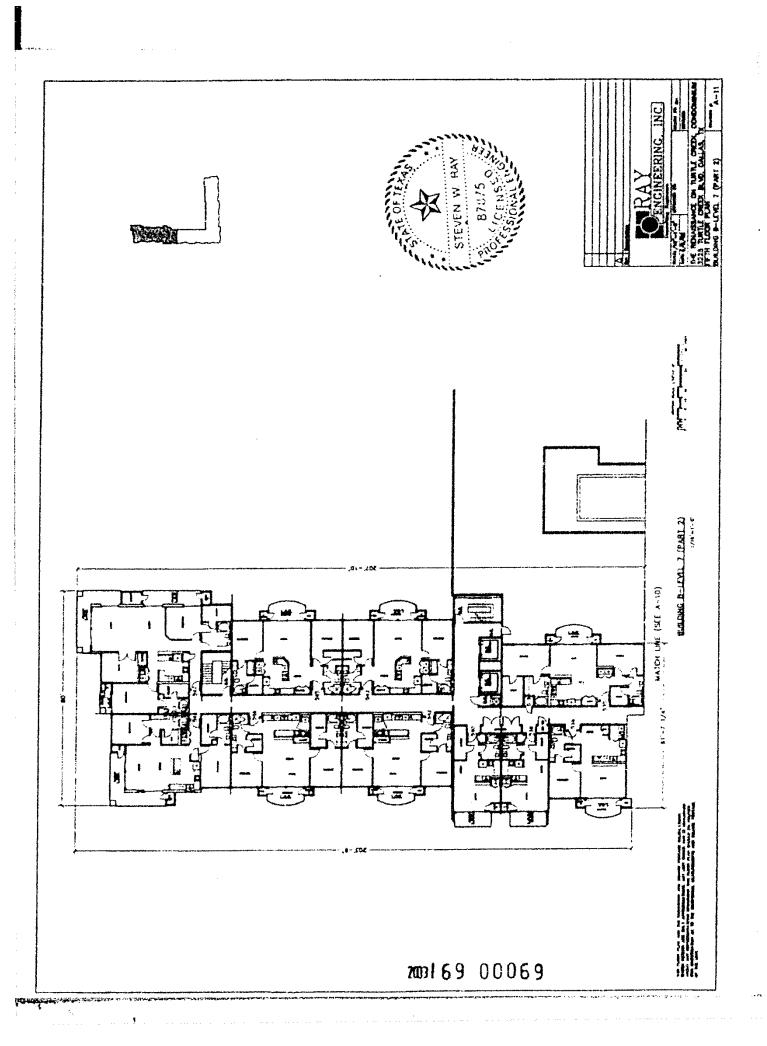


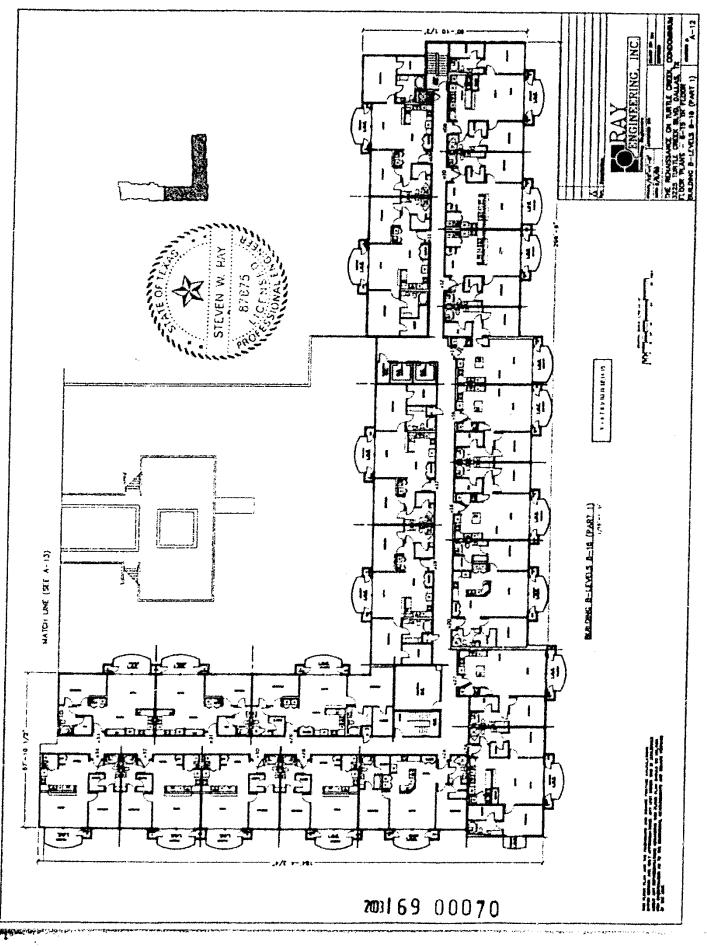


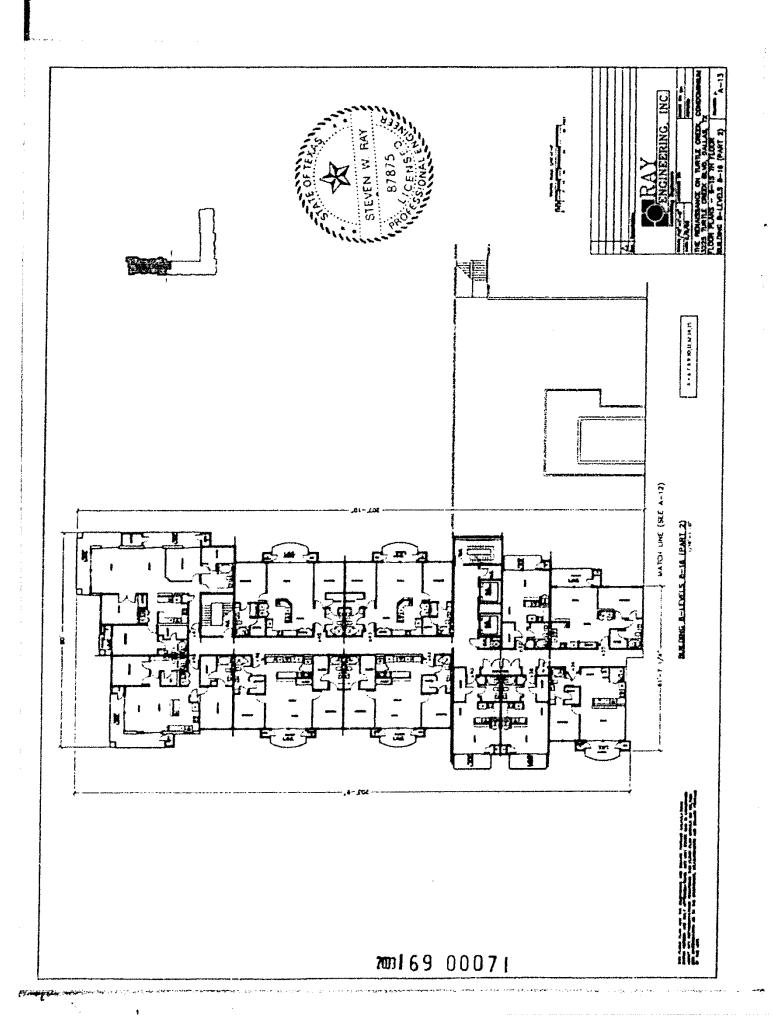


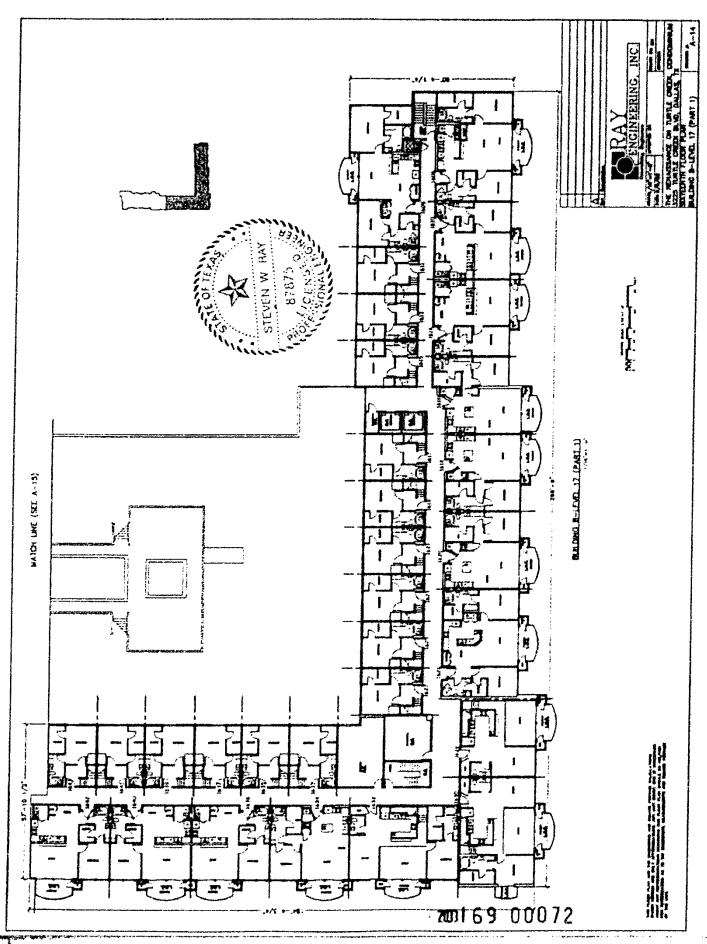




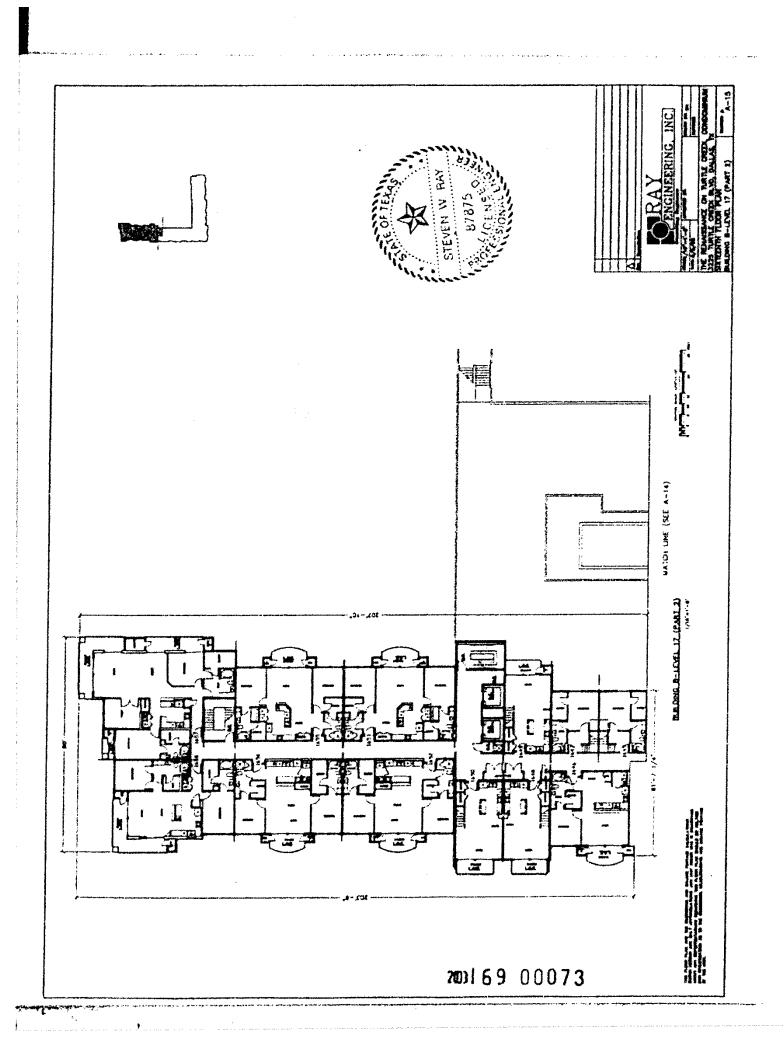


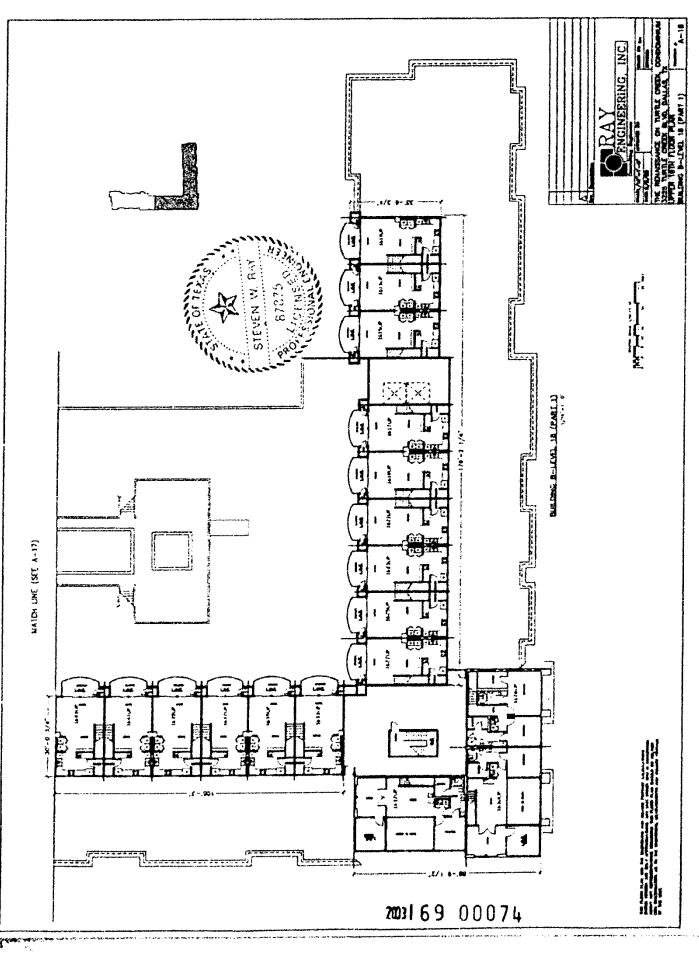


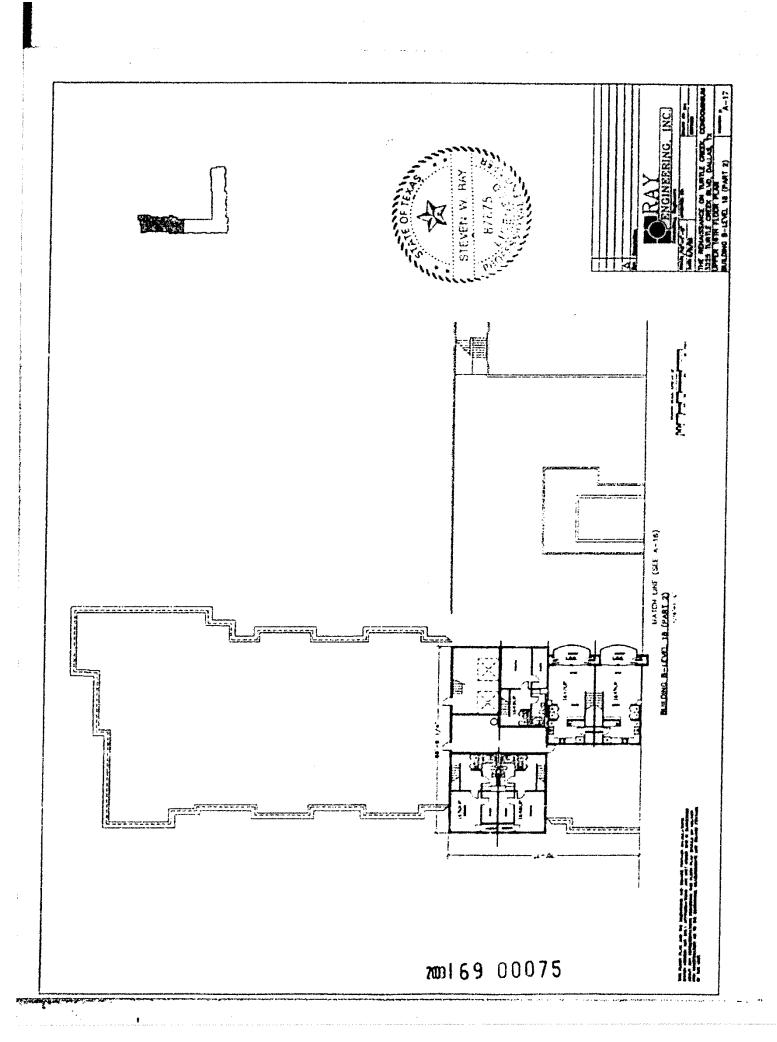


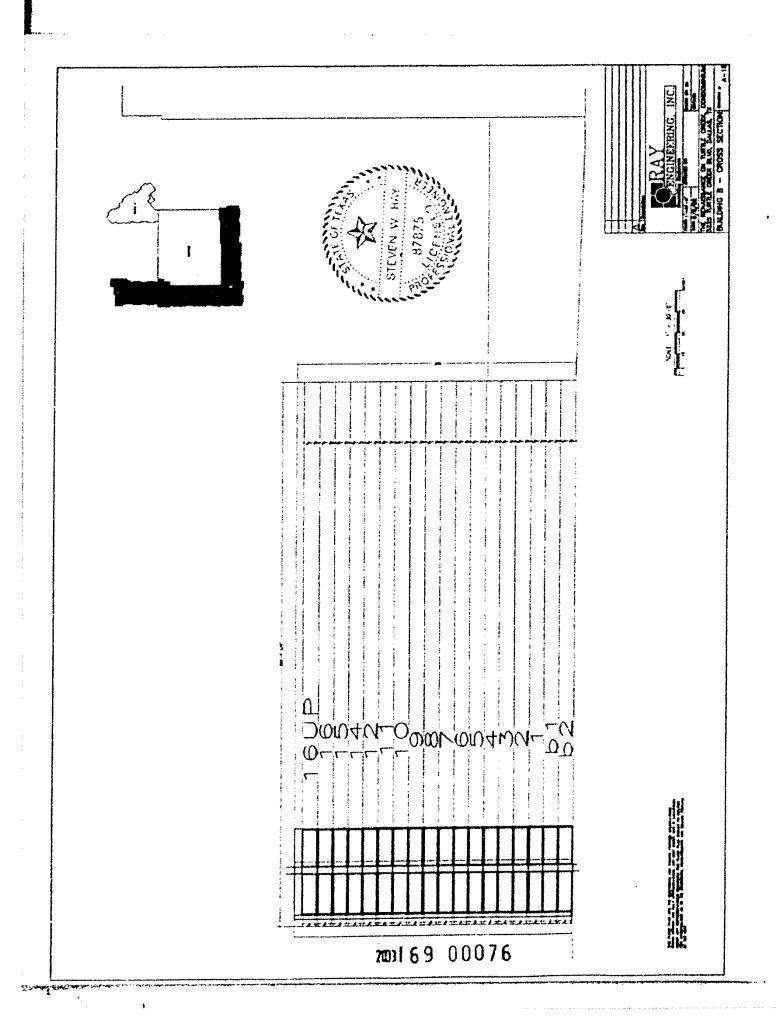


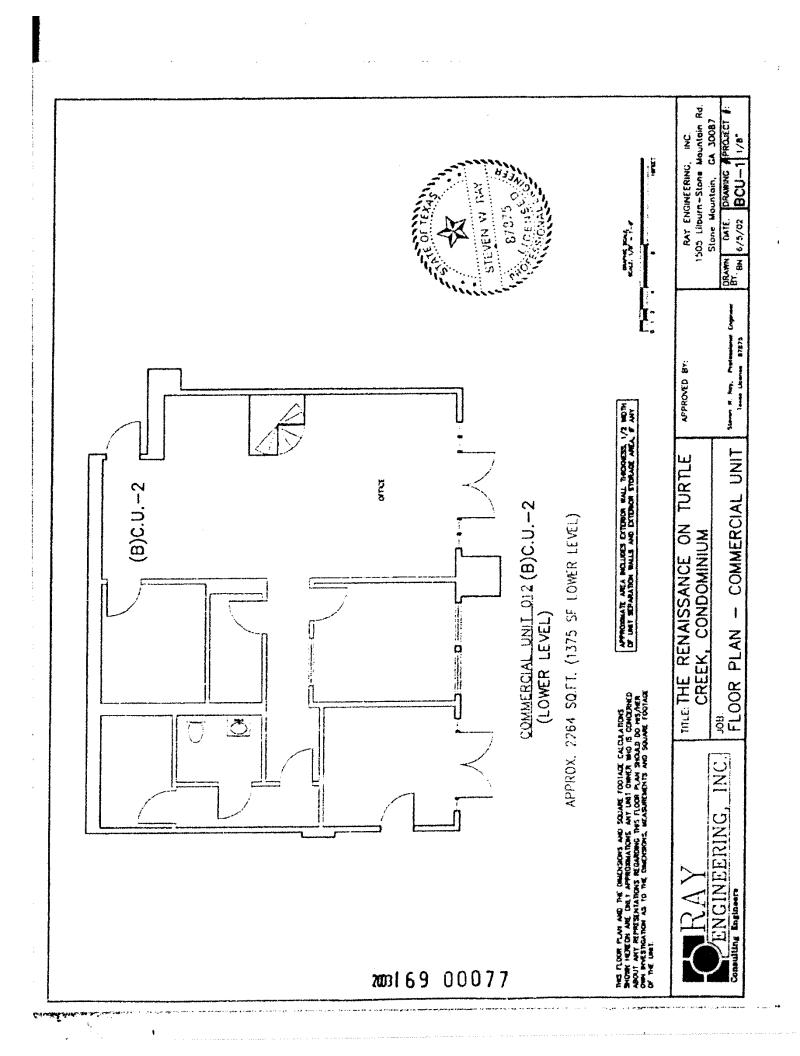
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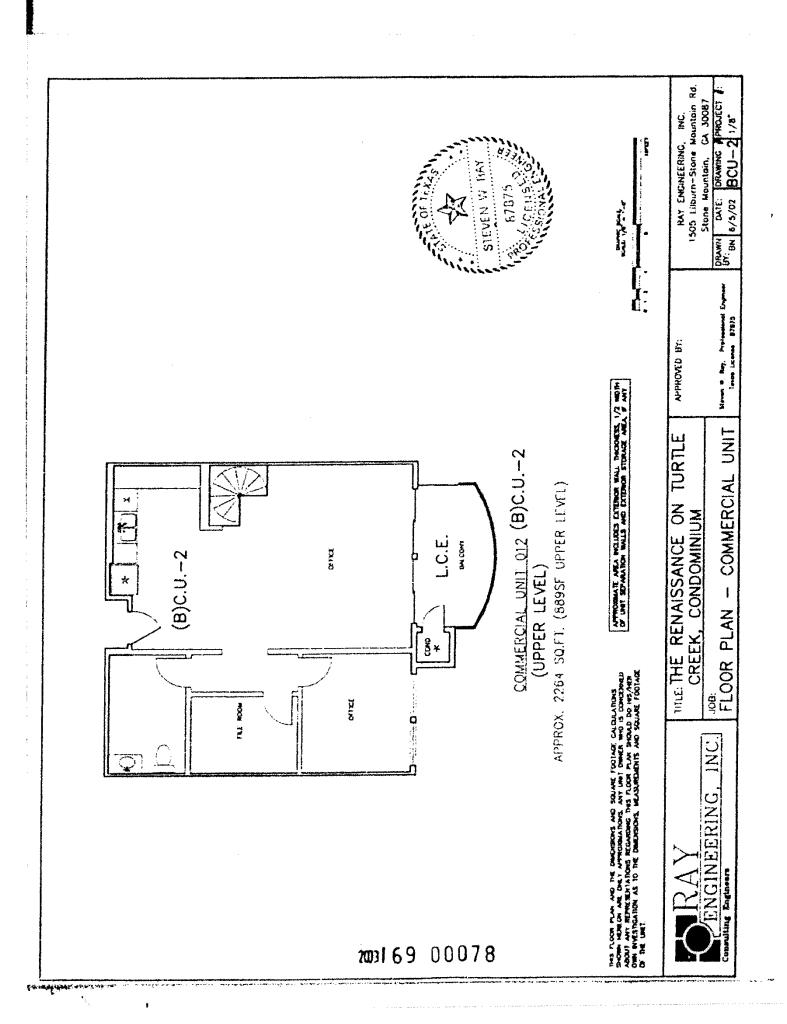


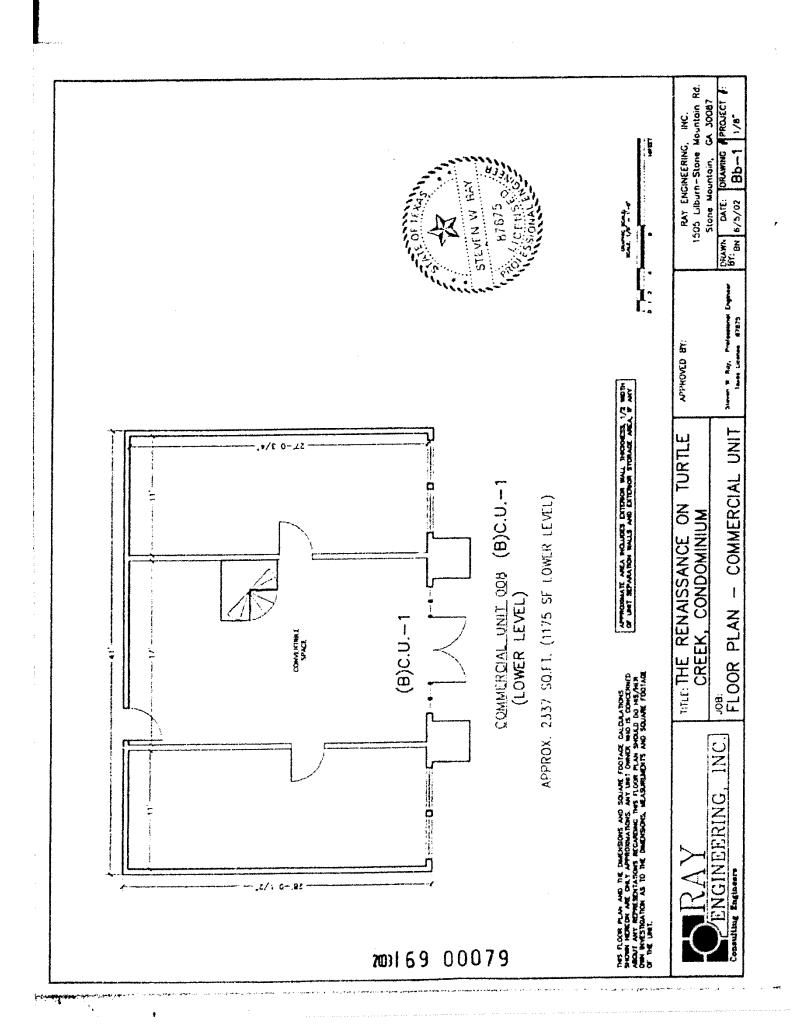


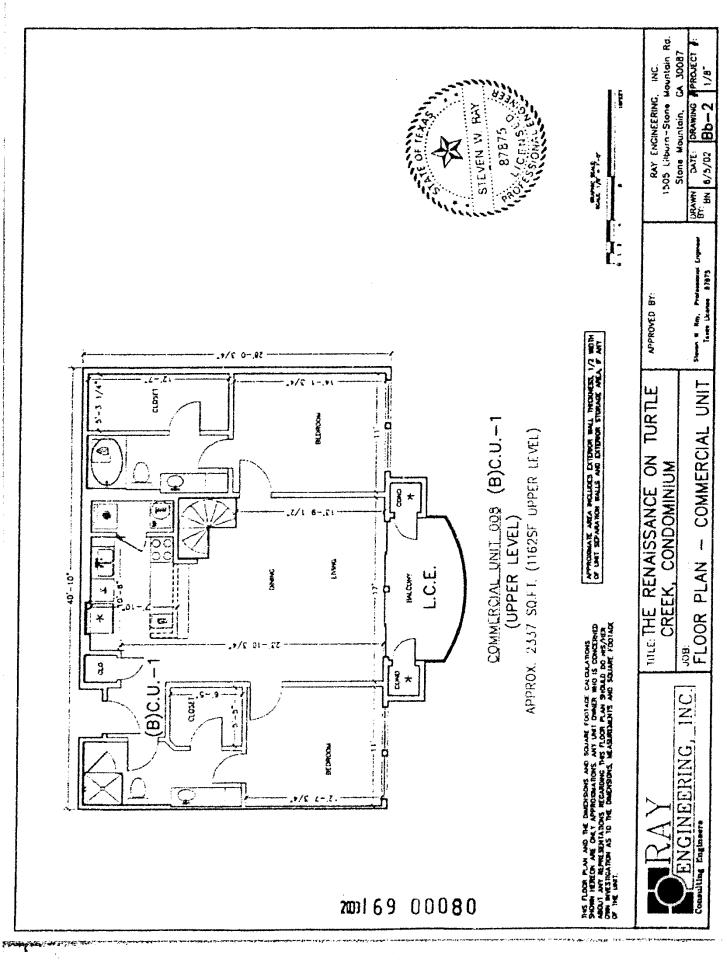


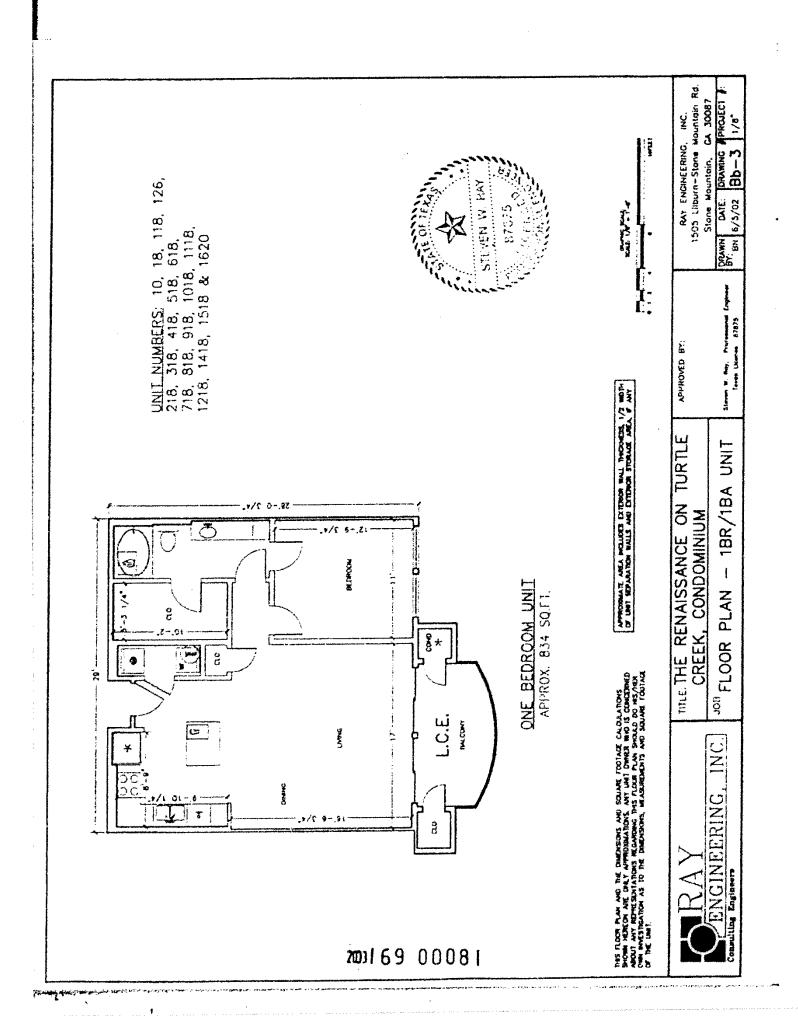


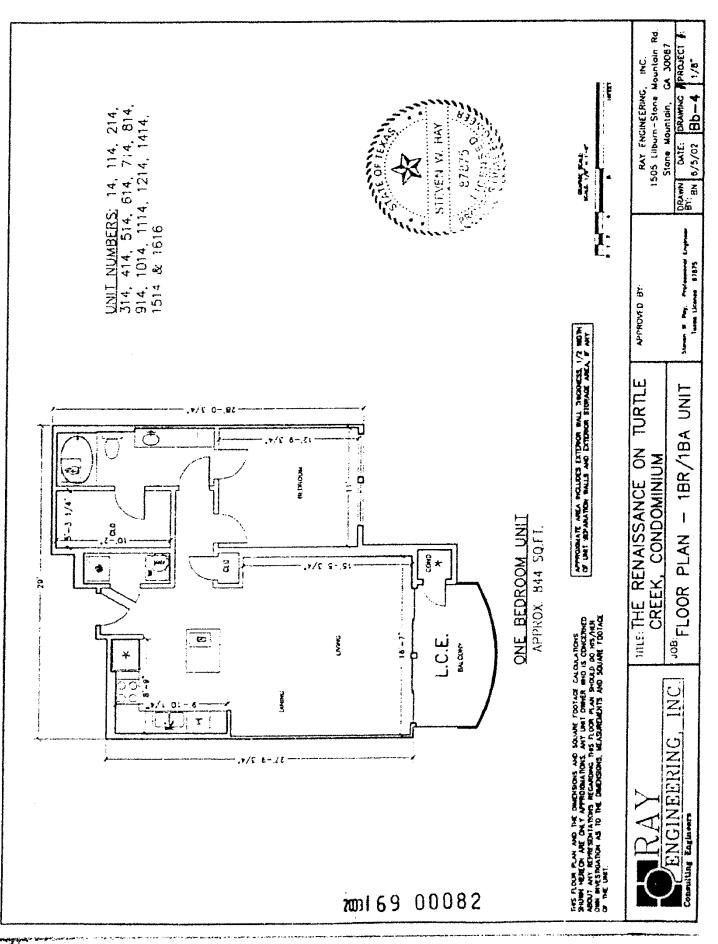








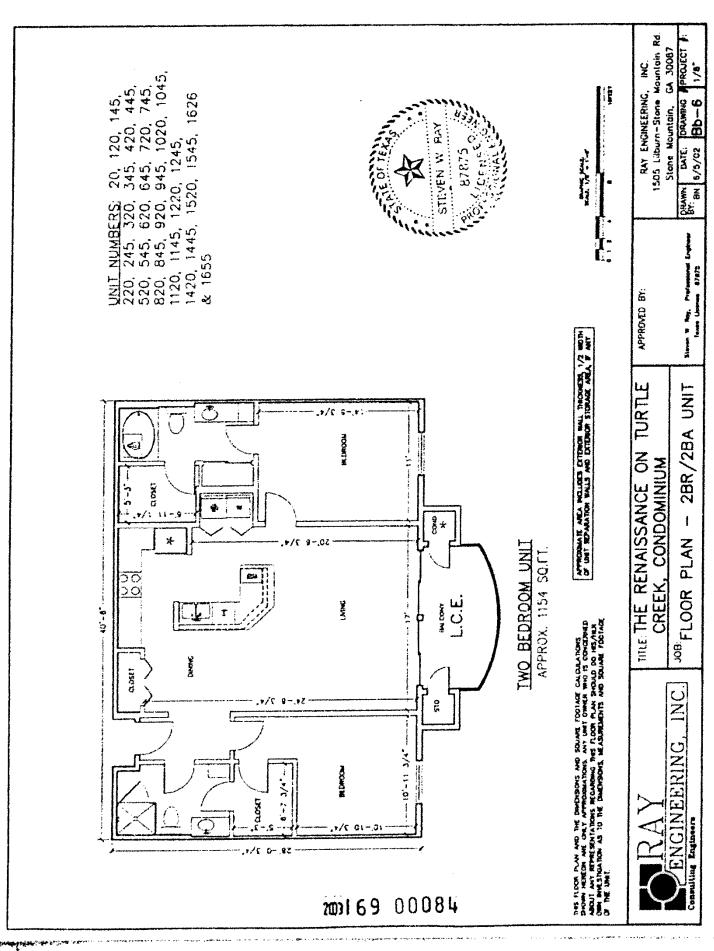




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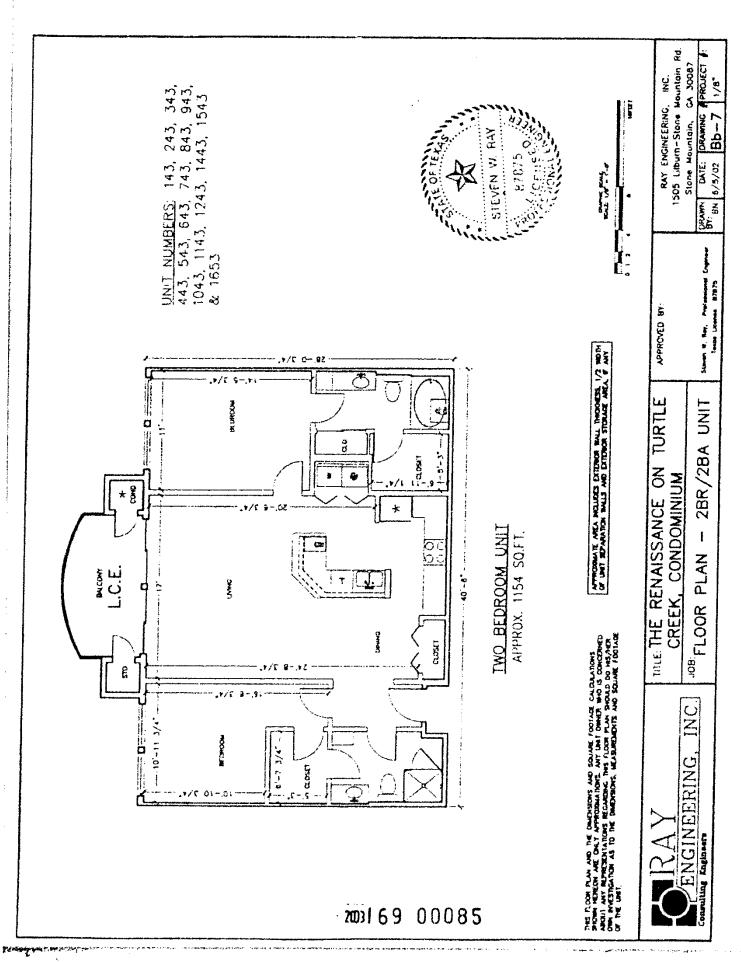
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RAY ENCINEERING, INC. 1505 Litburn-Stone Mountain Hd. CA 30087 PROJECT 28 123.44 Bb--5 316, 416, 516, 616, 716, 216, 316, 416, 516, 616, 716, 816, 916, 1016, 1116, 1216, 1416, 1516, 1618 & 1634 DRAWASK Stone Mountain. DATE: i i z and the set 6/5/02 X DRAWN Principal Logicon 2. 6/8/8 APPROVED BT: Sirver # Roy. į HAY & YAN JOYALS NORGERS ON STIME HOLWAYDS IND JO NOM 2/1 SSEACCH, THE YOUTED SOUTON VAN EVANDER TURTLE - 1BR/1BA UNIT TRLE: THE RENAISSANCE ON CREEK, CONDOMINIUM 510 1 2-91 Ť 1 2 ł Contraction Contraction O1 .6 <sup>JOB:</sup>FLOOR PLAN ONE BEDROOM UNIT Ц. С. Ш. ŝ MCON DWW APPROX, 829 SQ.FT. ×1.... 0 þ I PLAN SHOAD DO MS/ARA 2 ő ٩ £. FOOTAGE CALCULATIONS COMMENT WHO IS ECONOL 8 ¥ .01 1 ð UN NO <u>\_\_</u>\_\_ **MCDHCON** .... é NGINEERING THE DECORDERS  $\widehat{\mathcal{Q}}$ ×/5 6-.21 ĥ .»/C 0-.82 hes floor plus and the p brown Holden and part at about any representation one endistication as to th of the unit. 200169 00083 .... 77

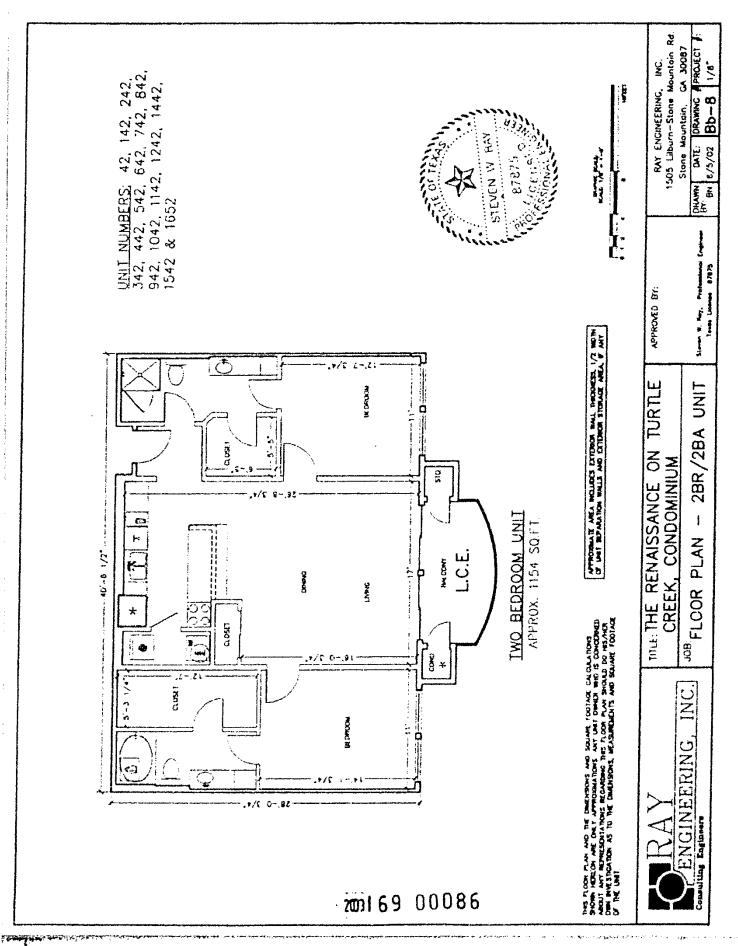


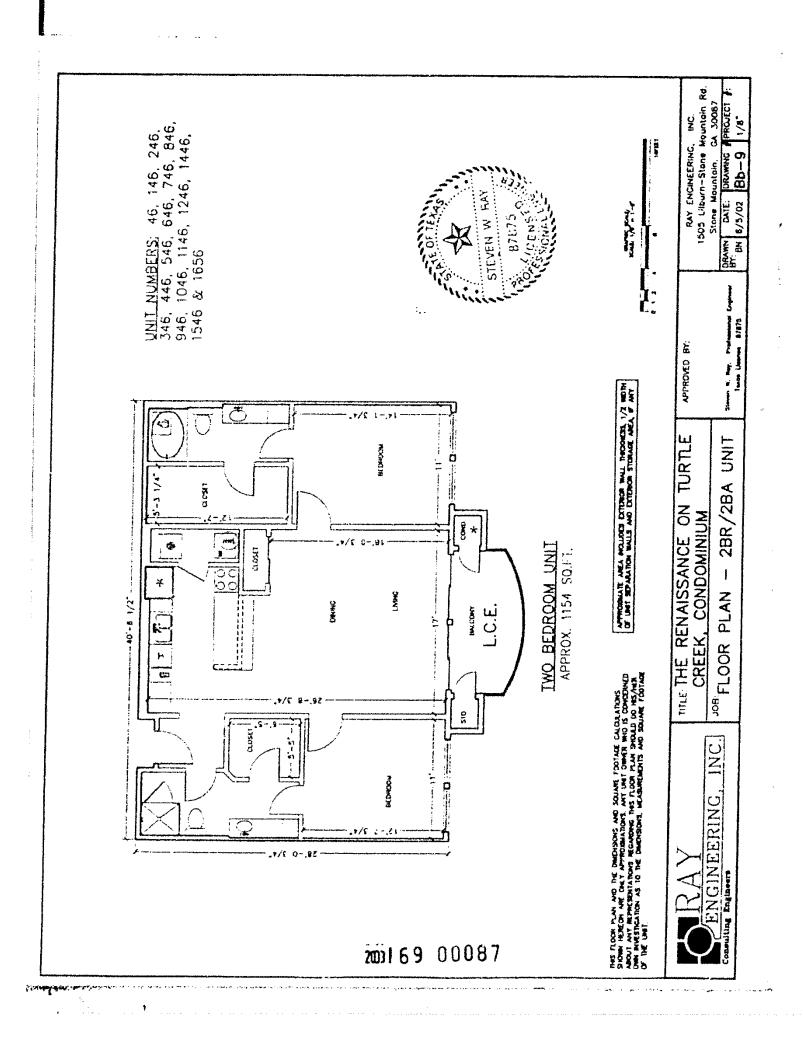
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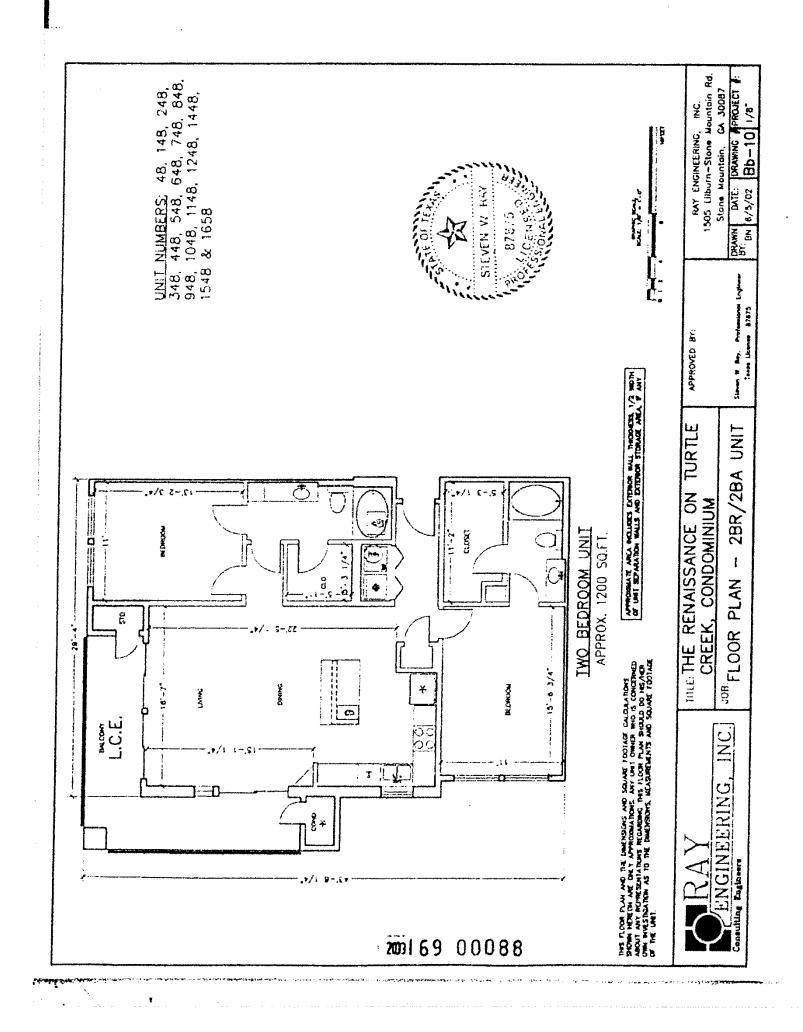
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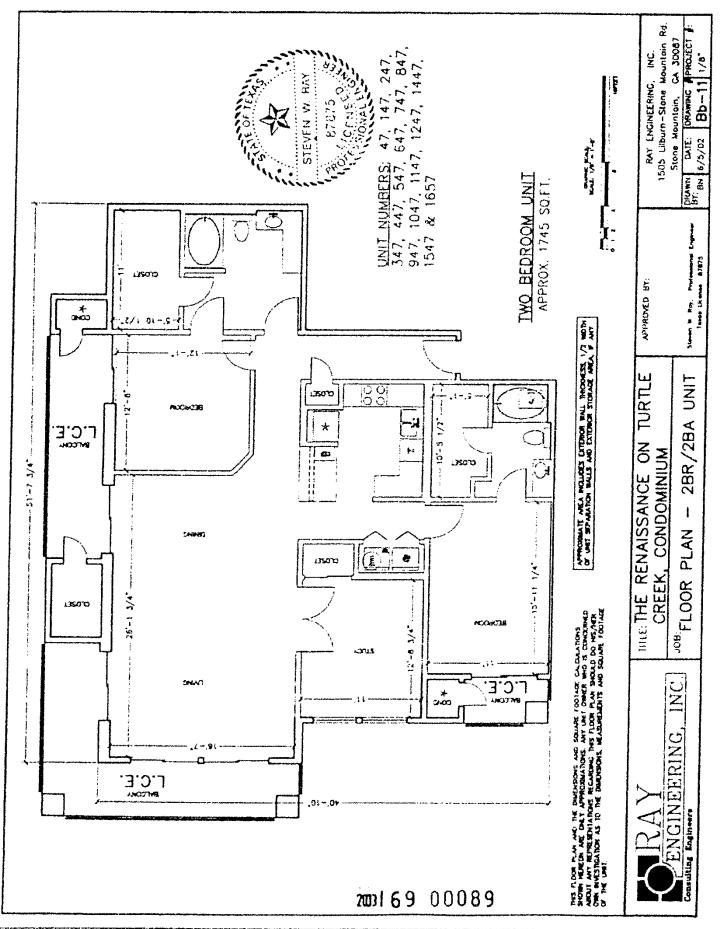


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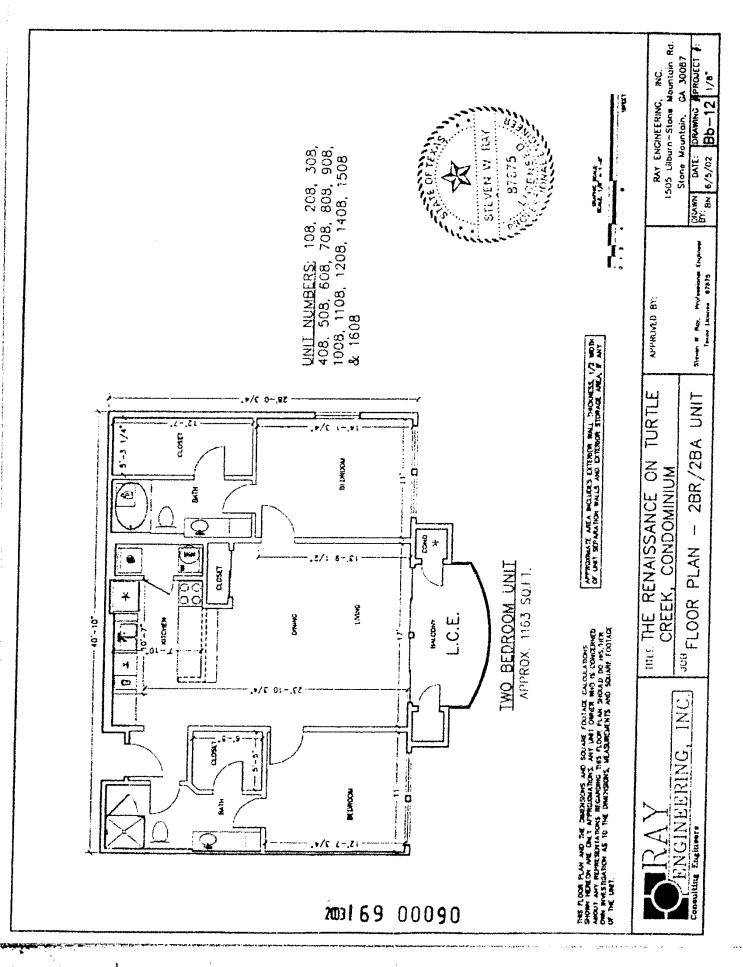




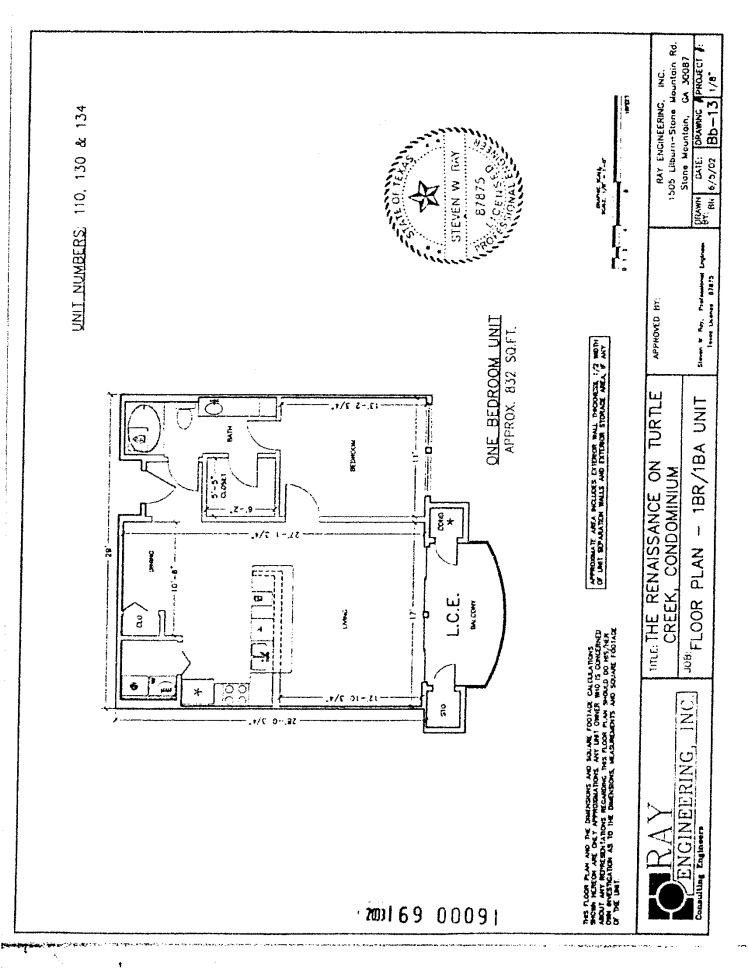


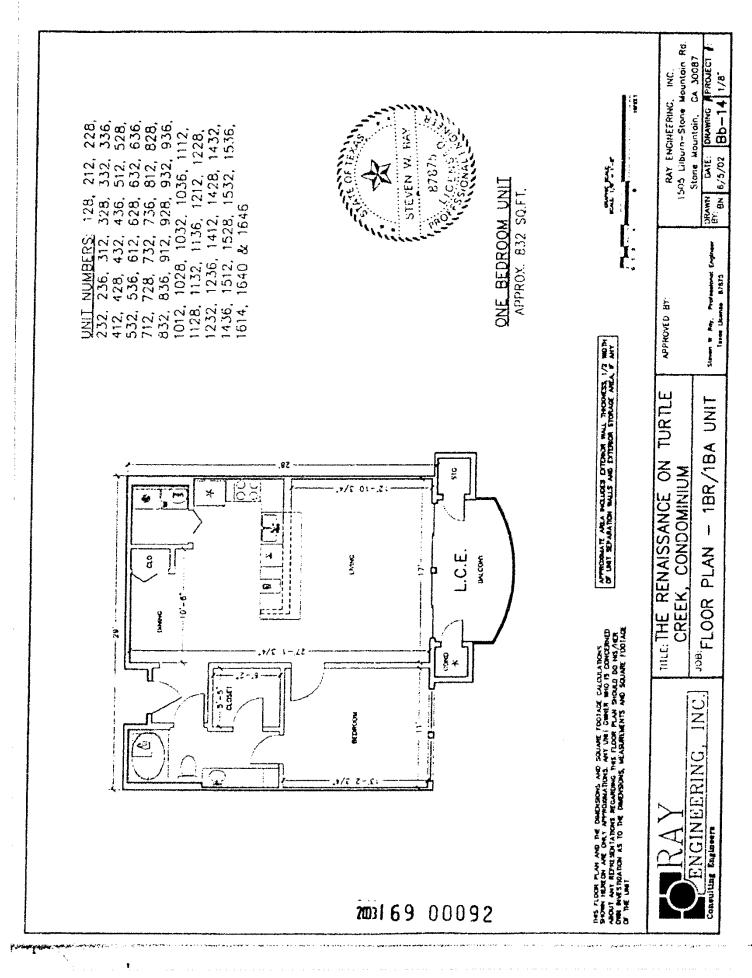


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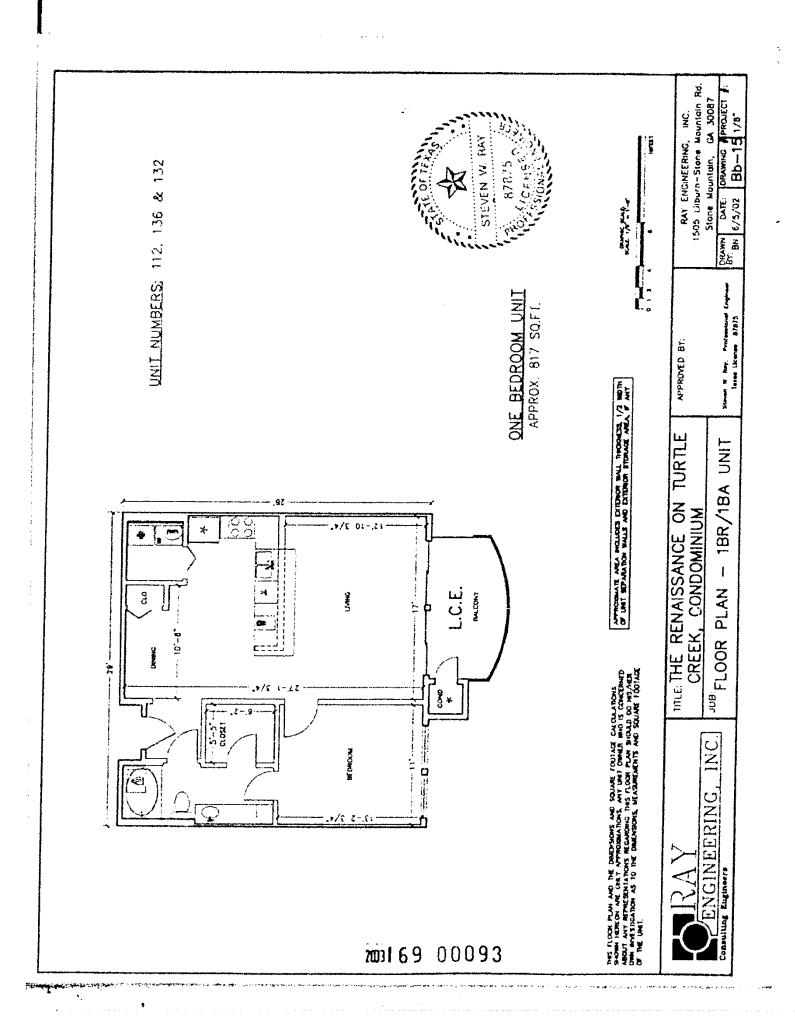


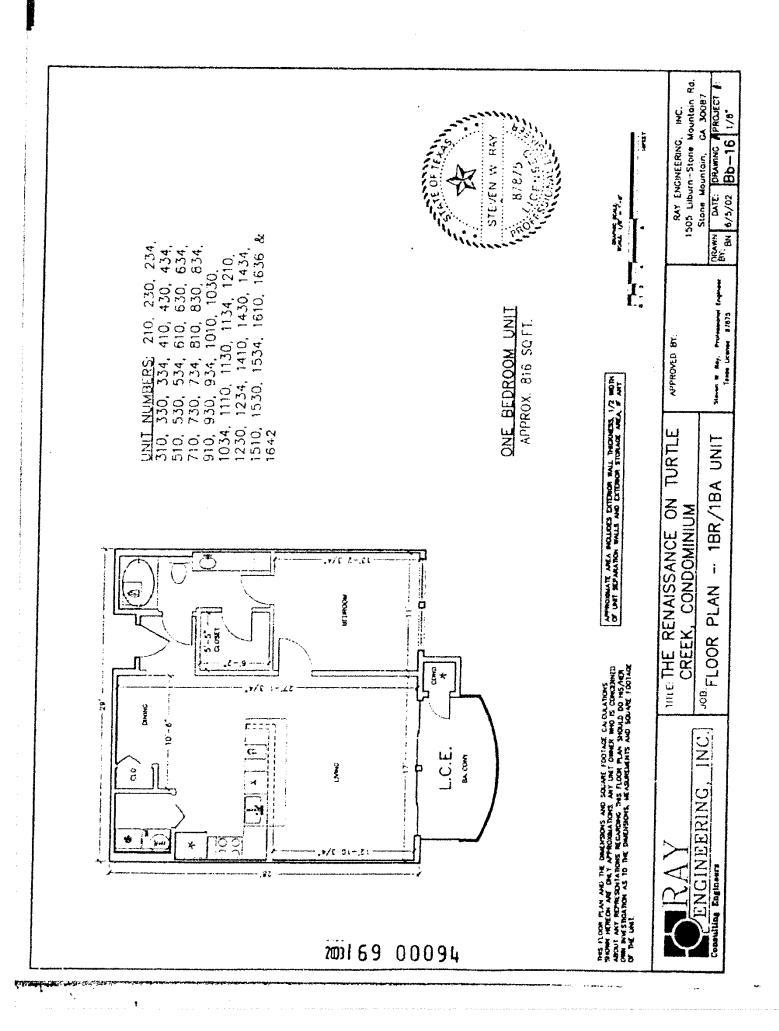
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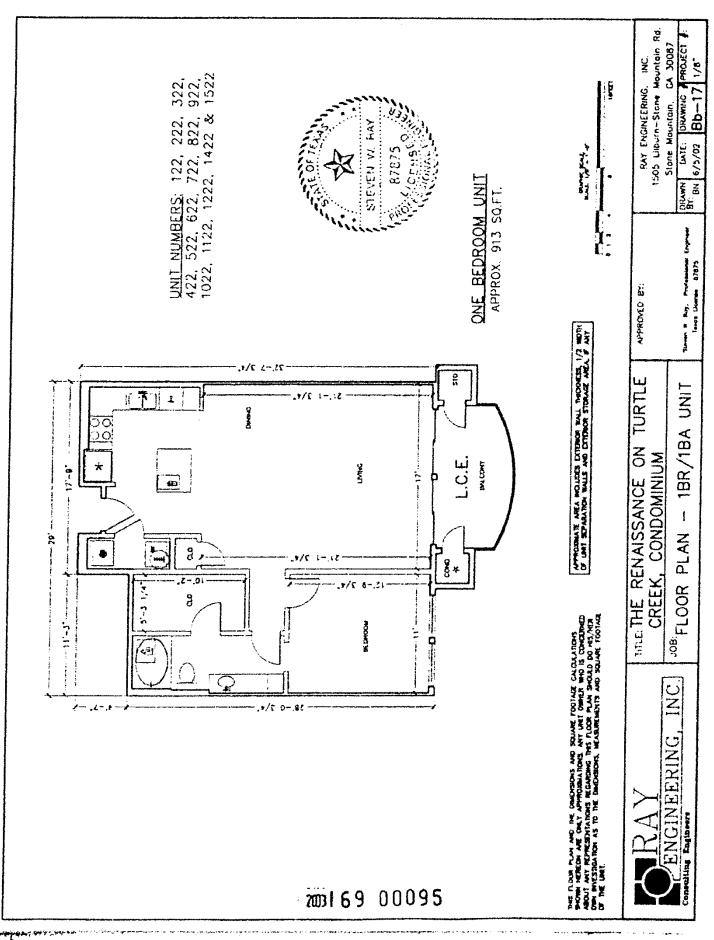




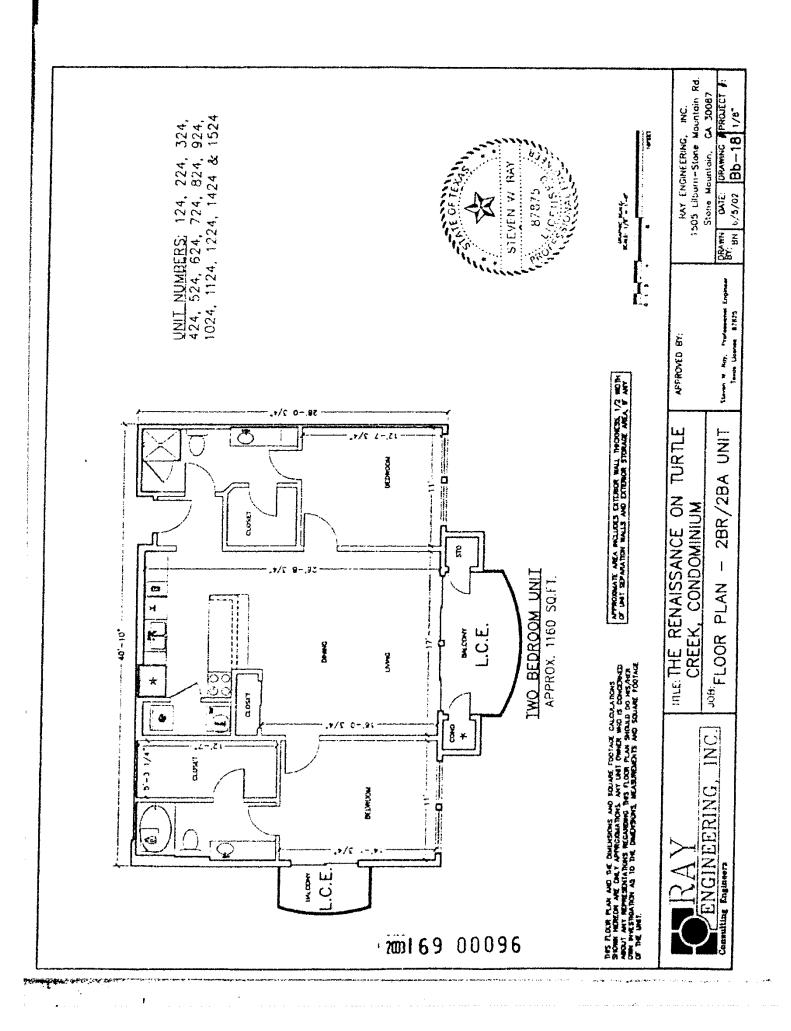
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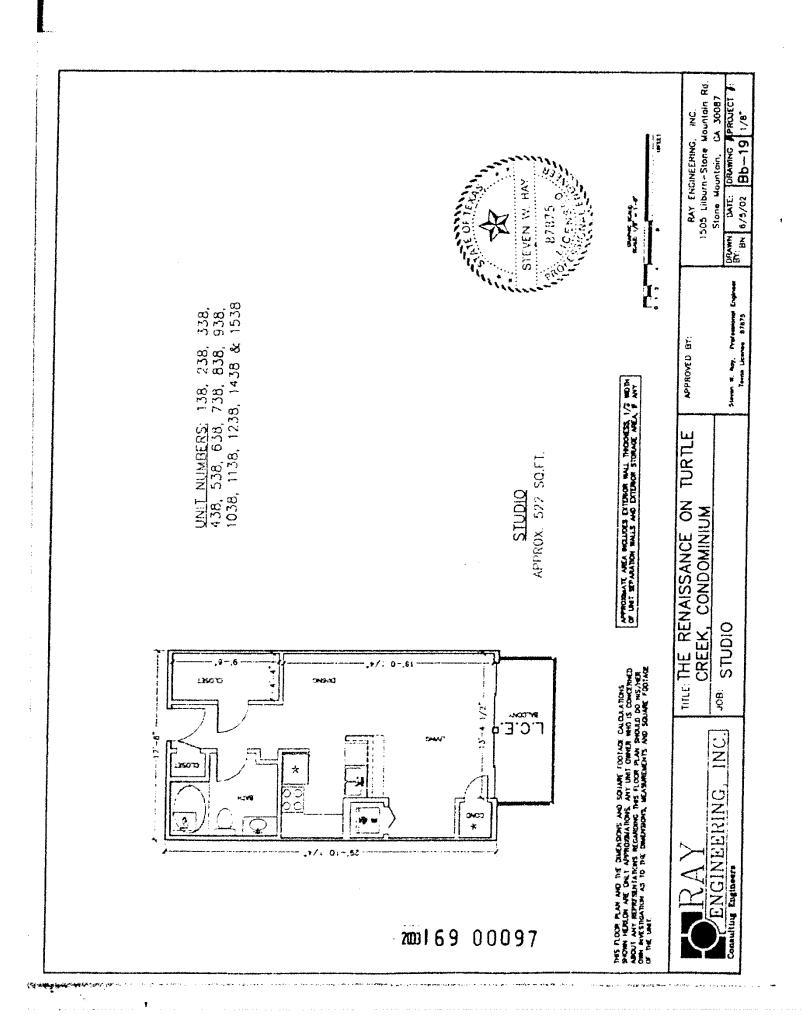


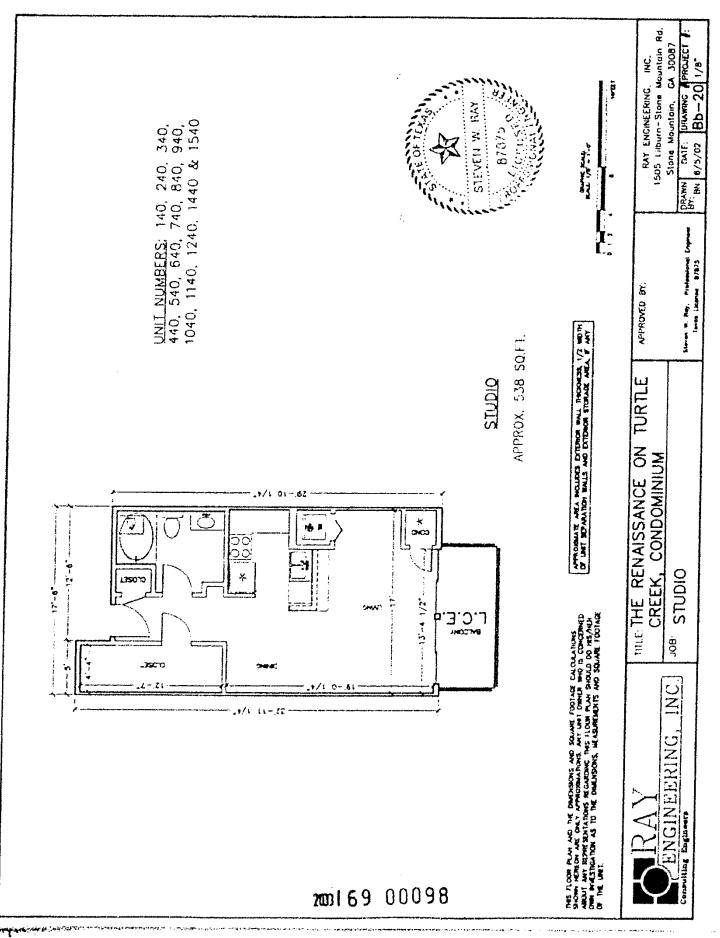




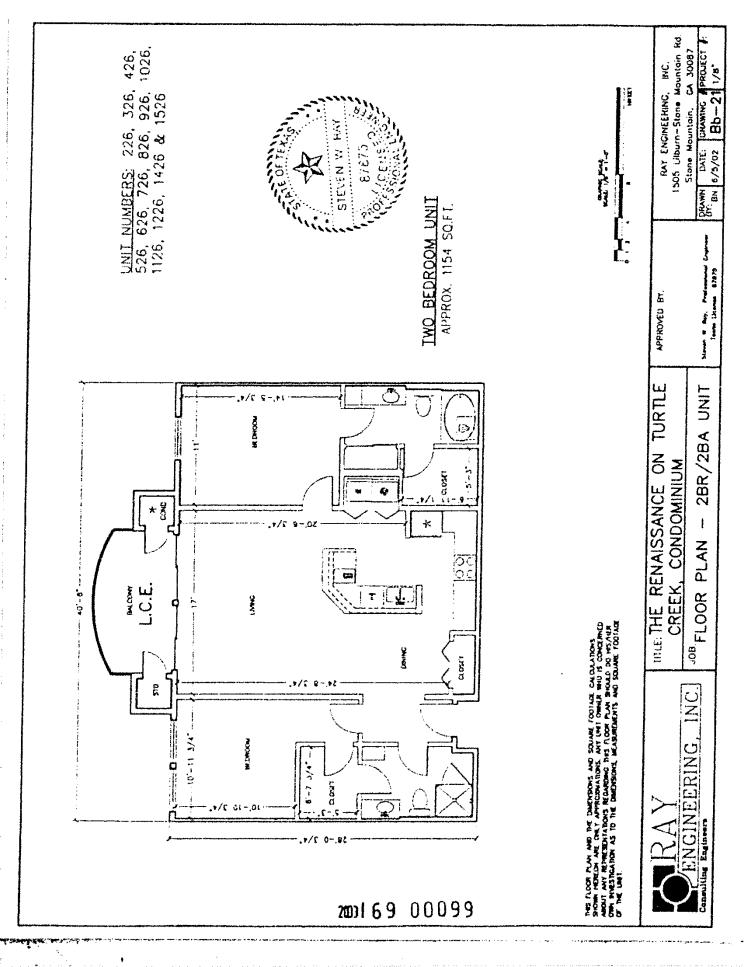
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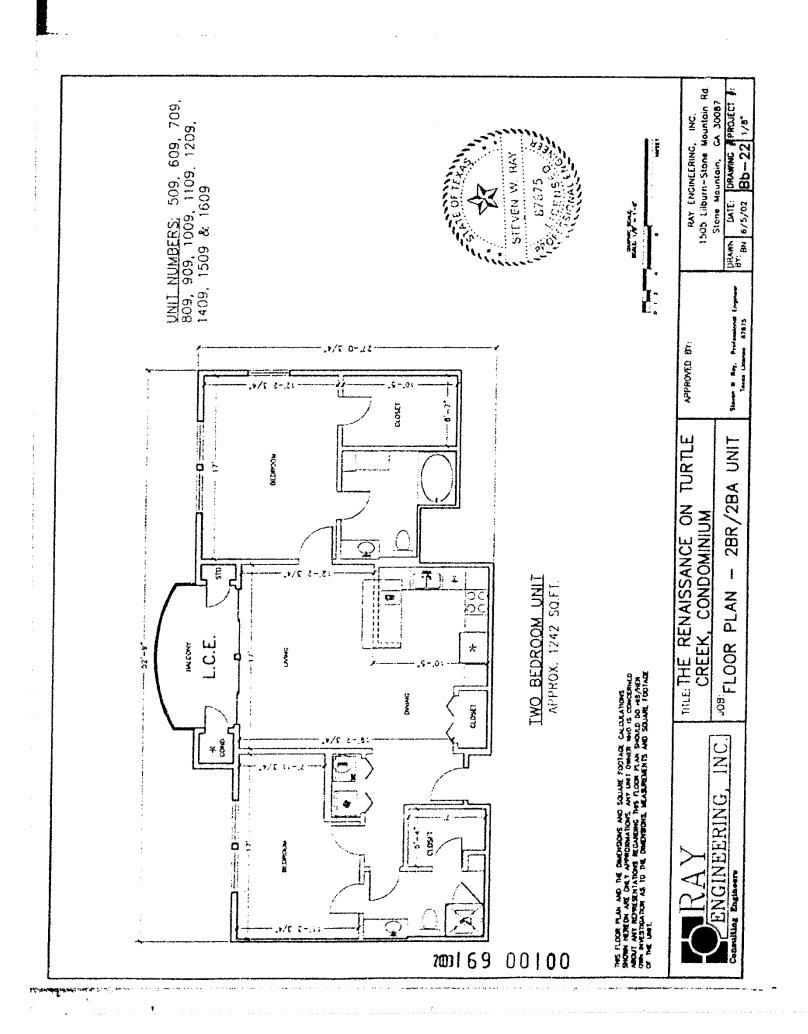


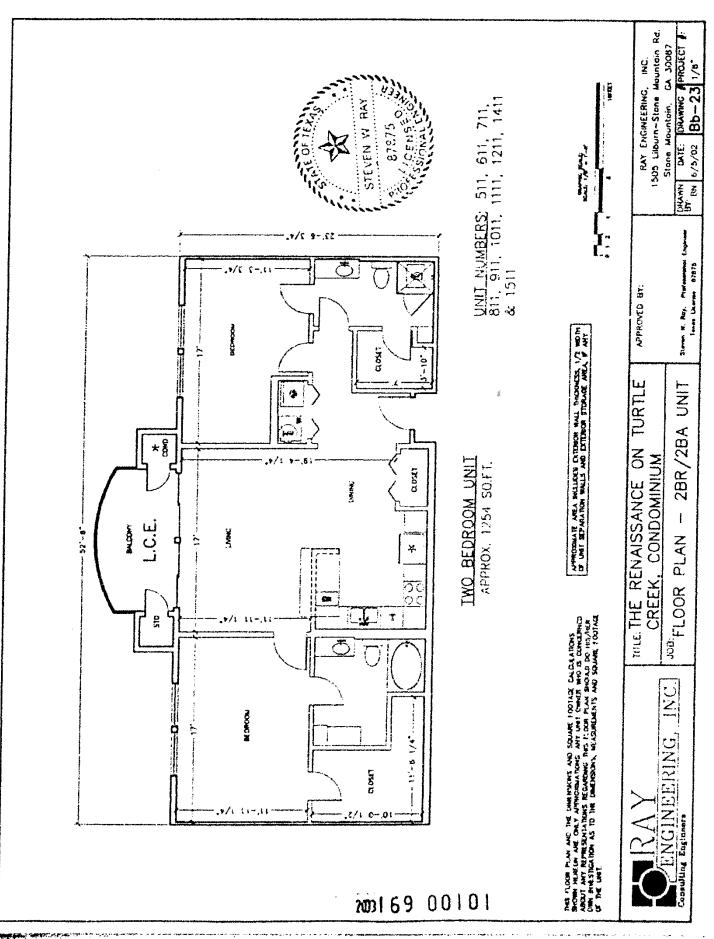




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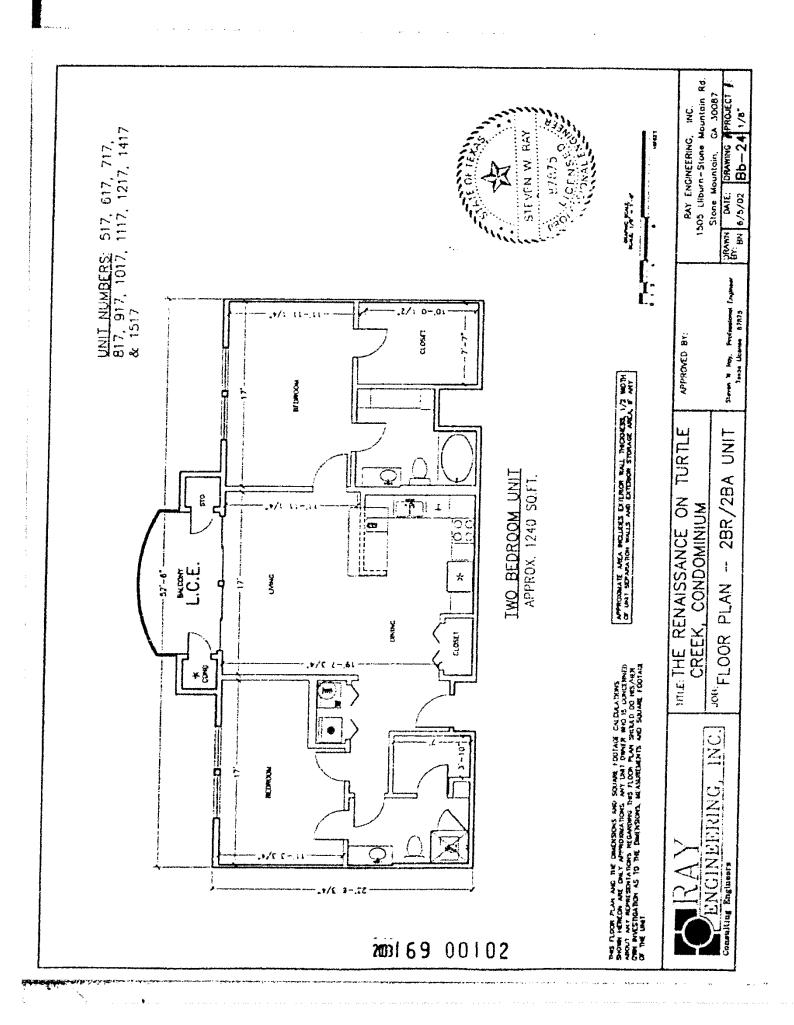


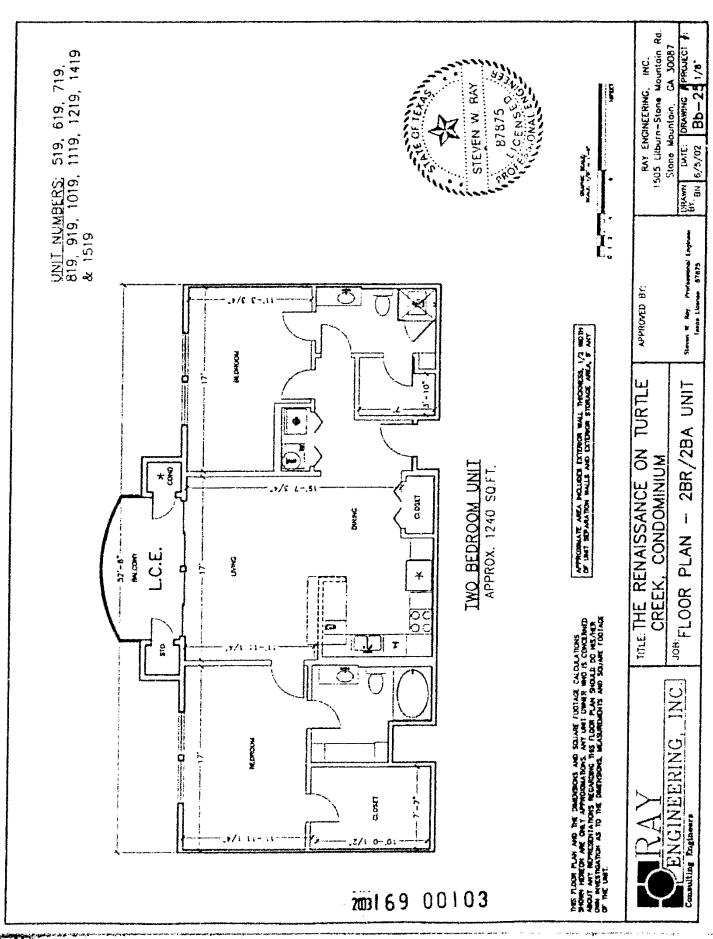




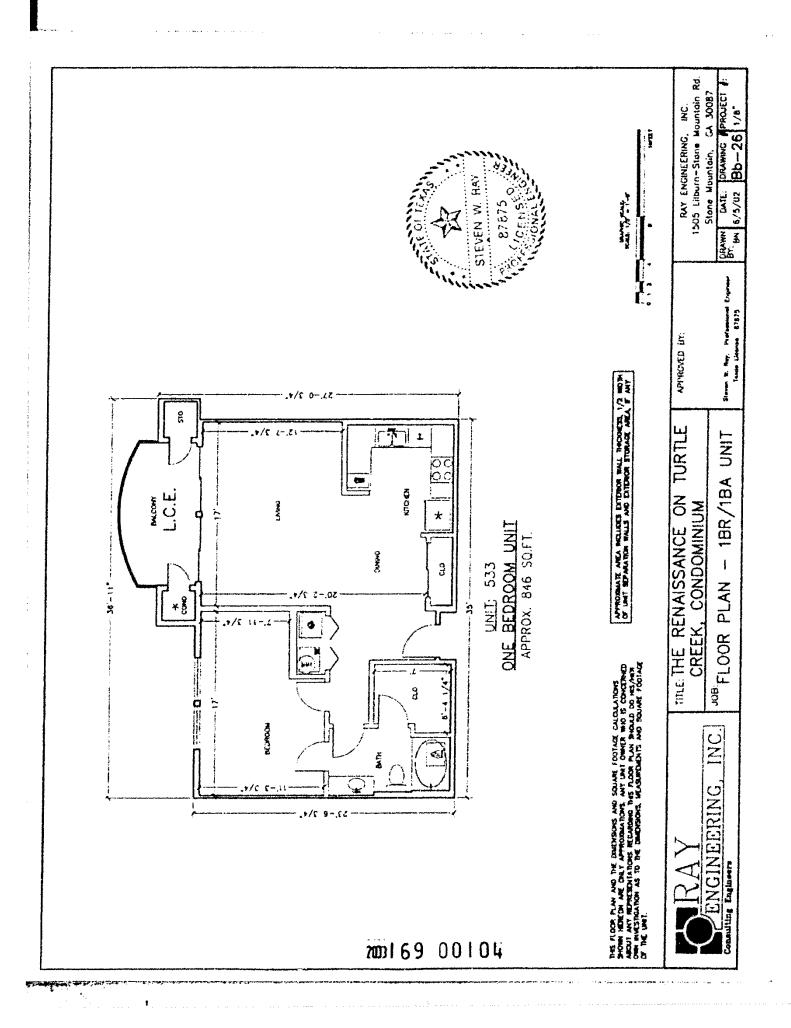
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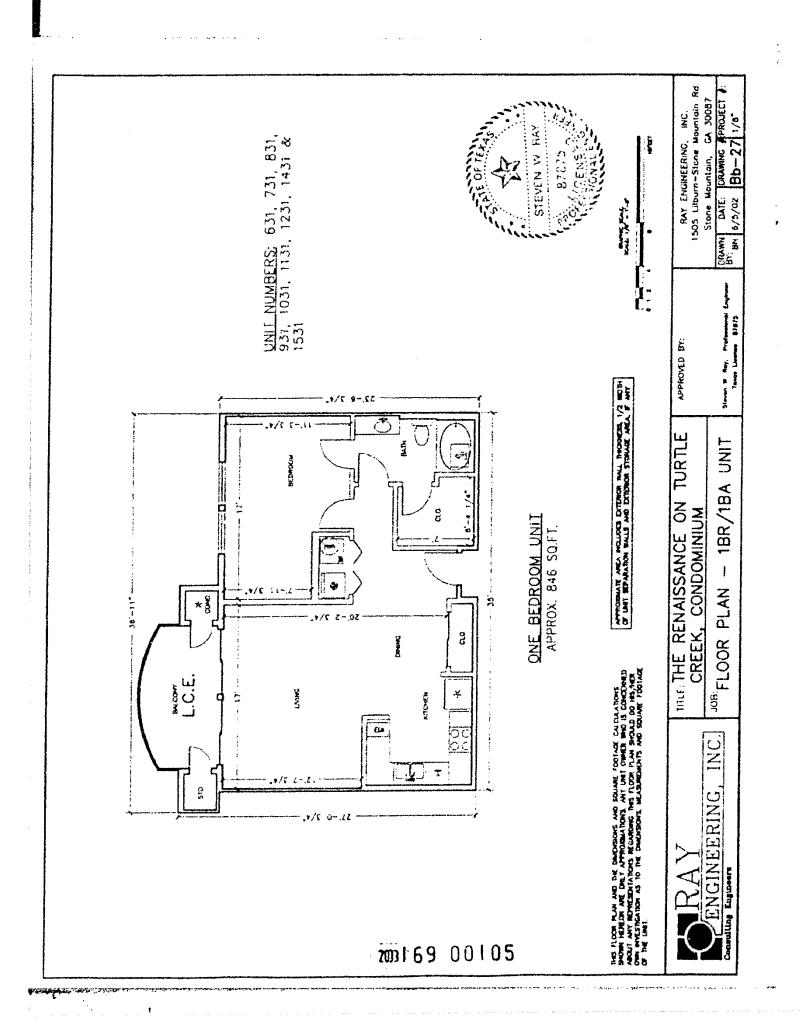
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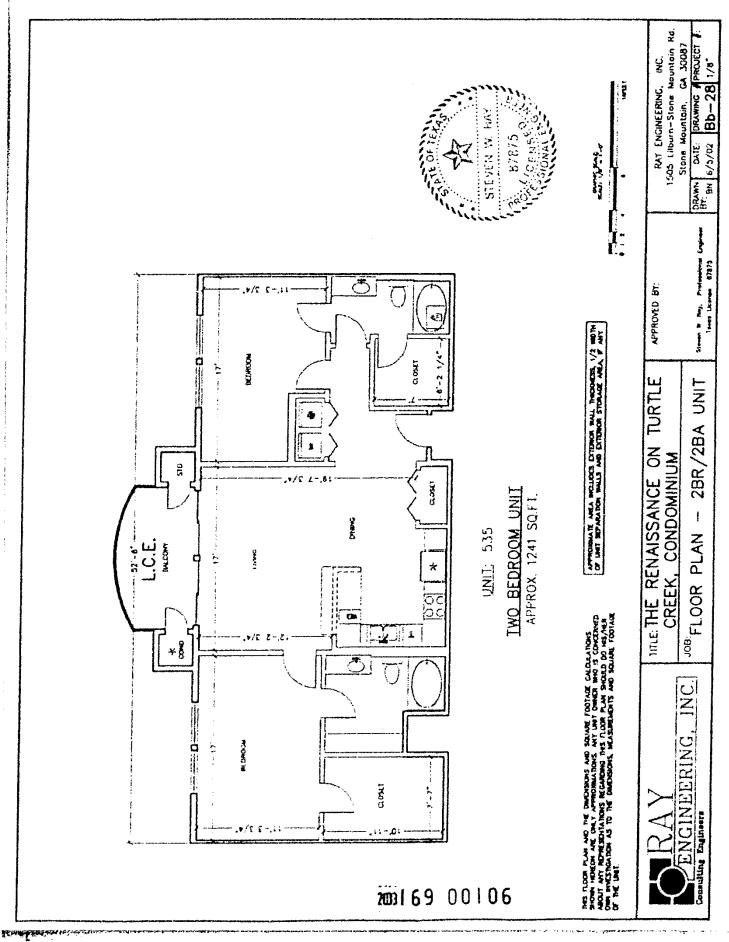


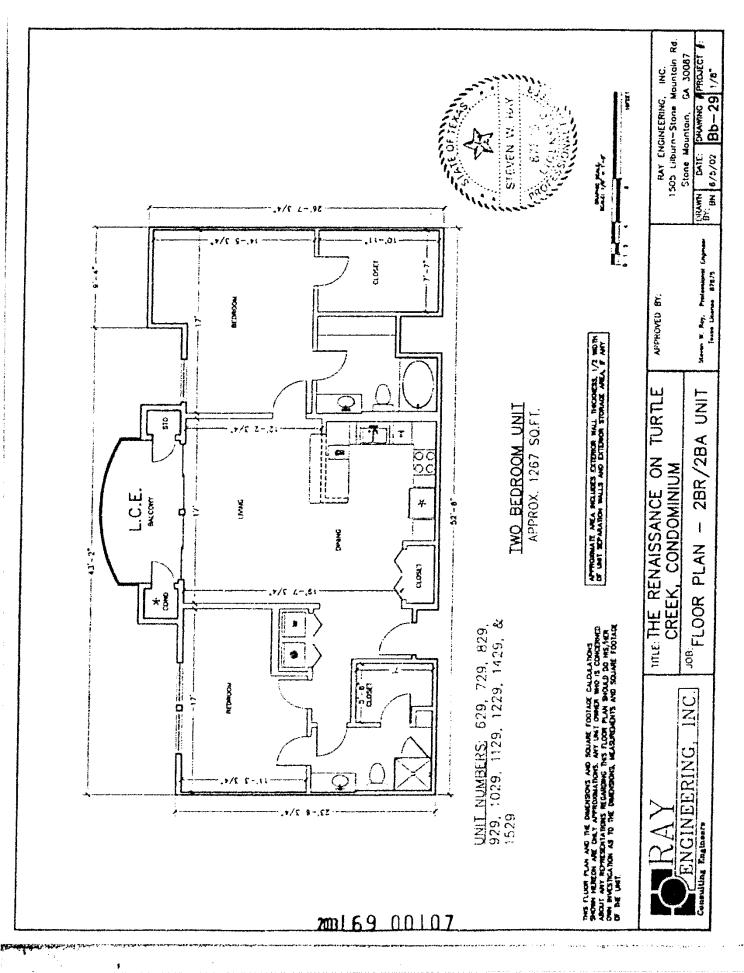


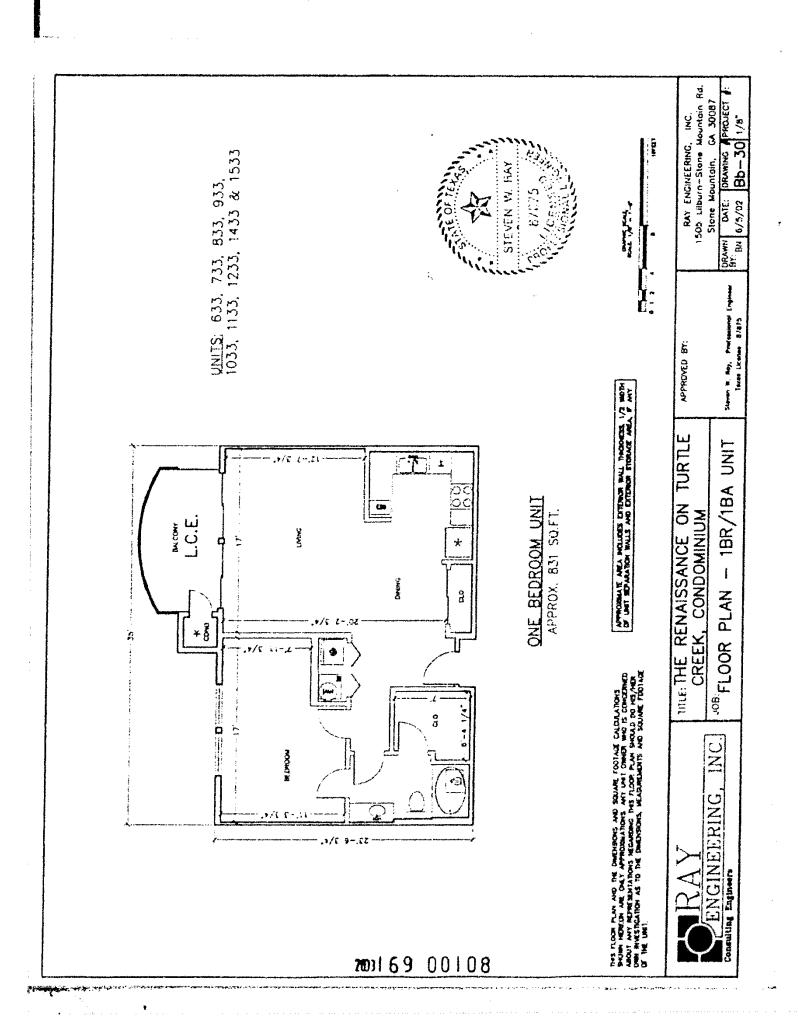
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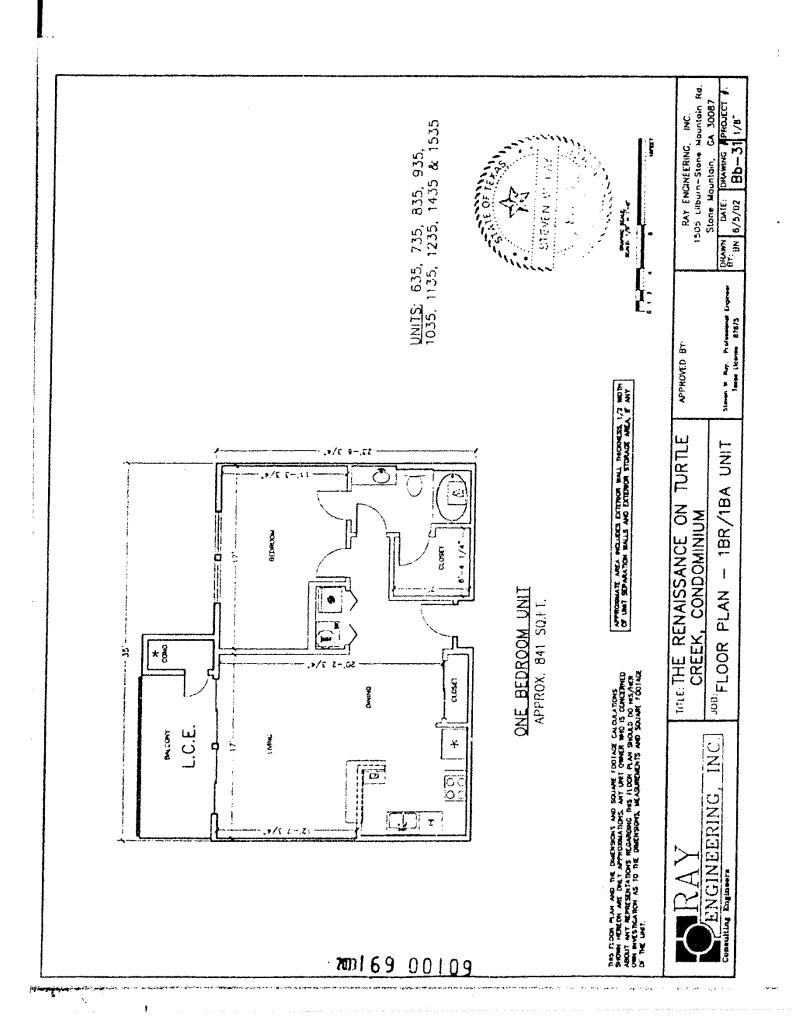




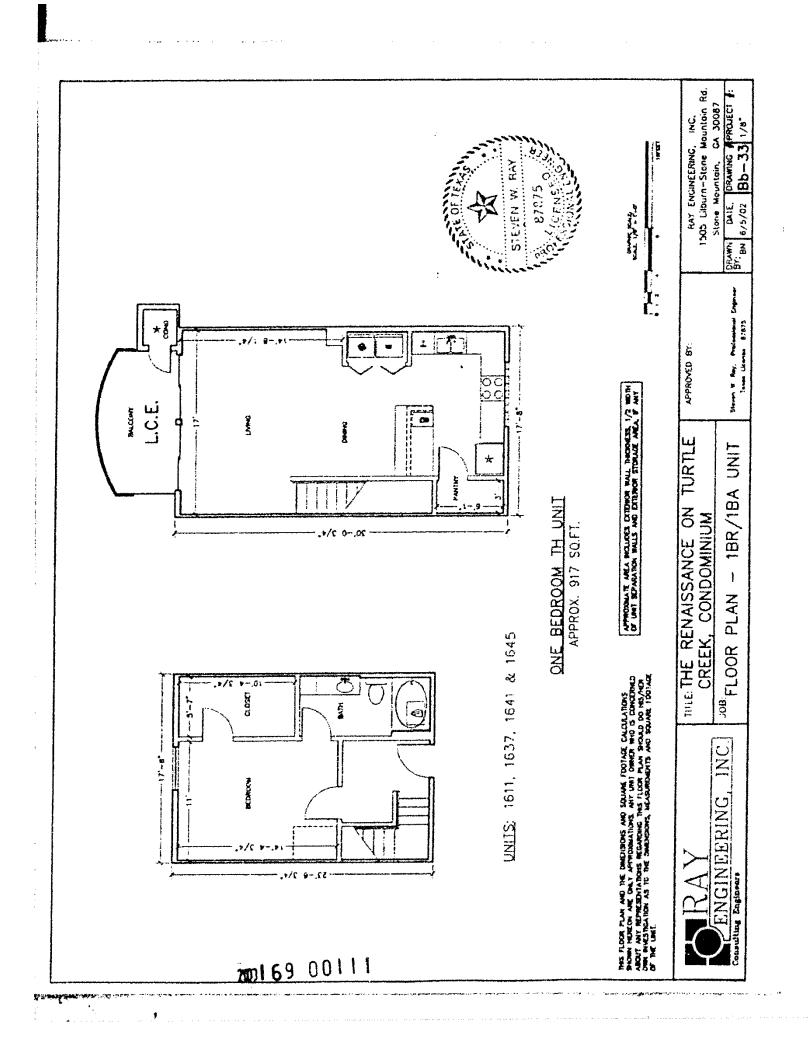


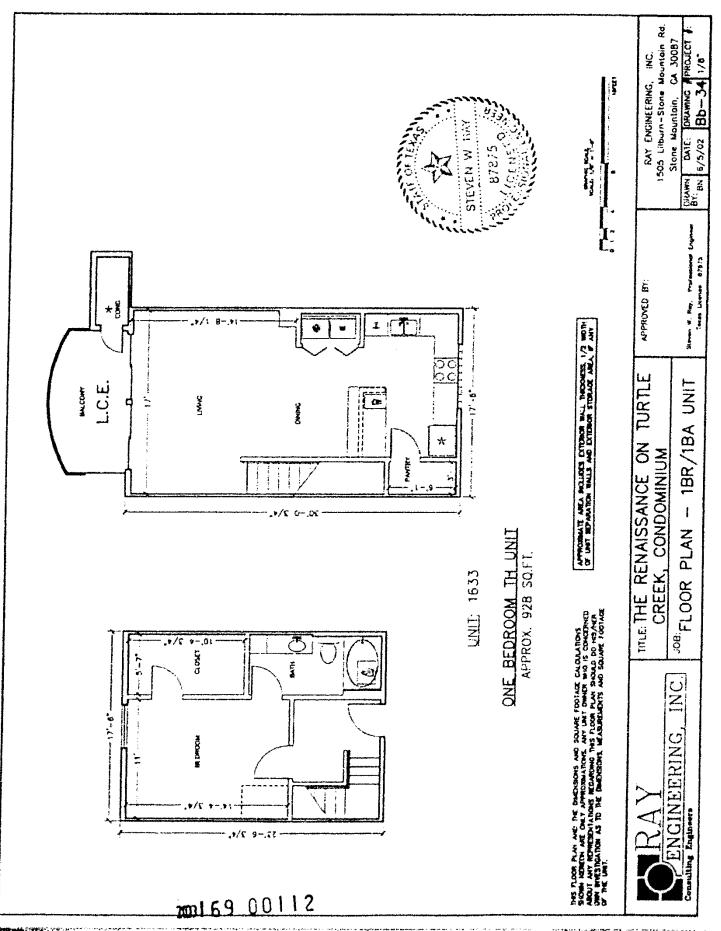


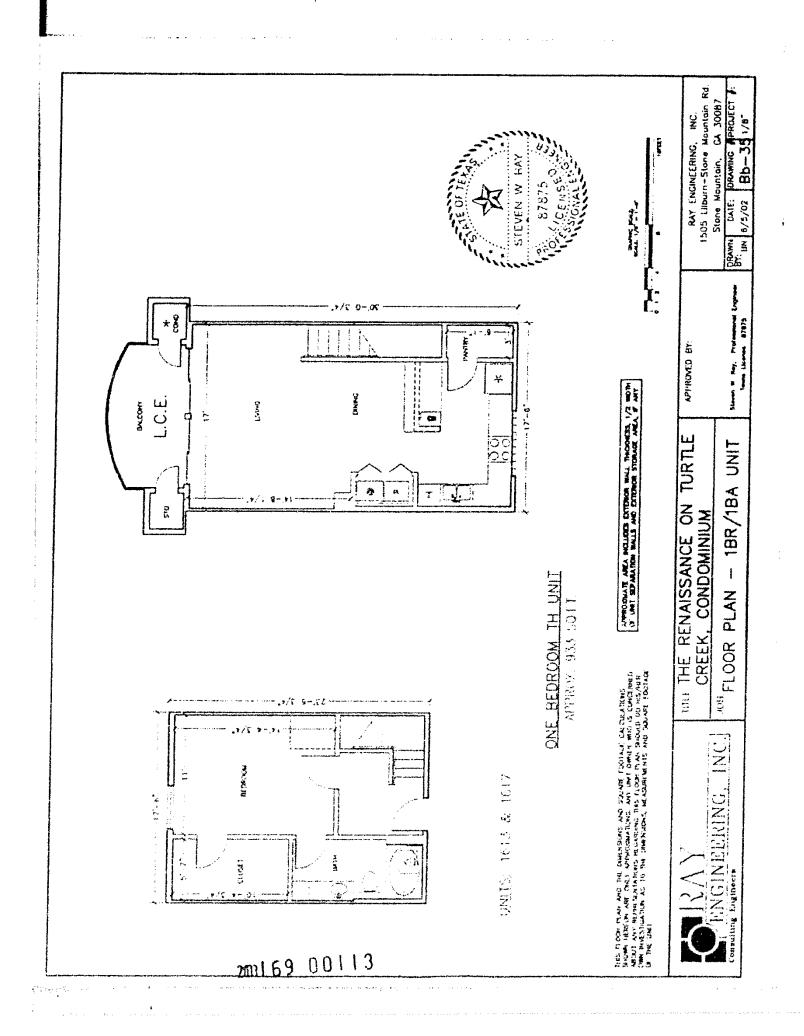


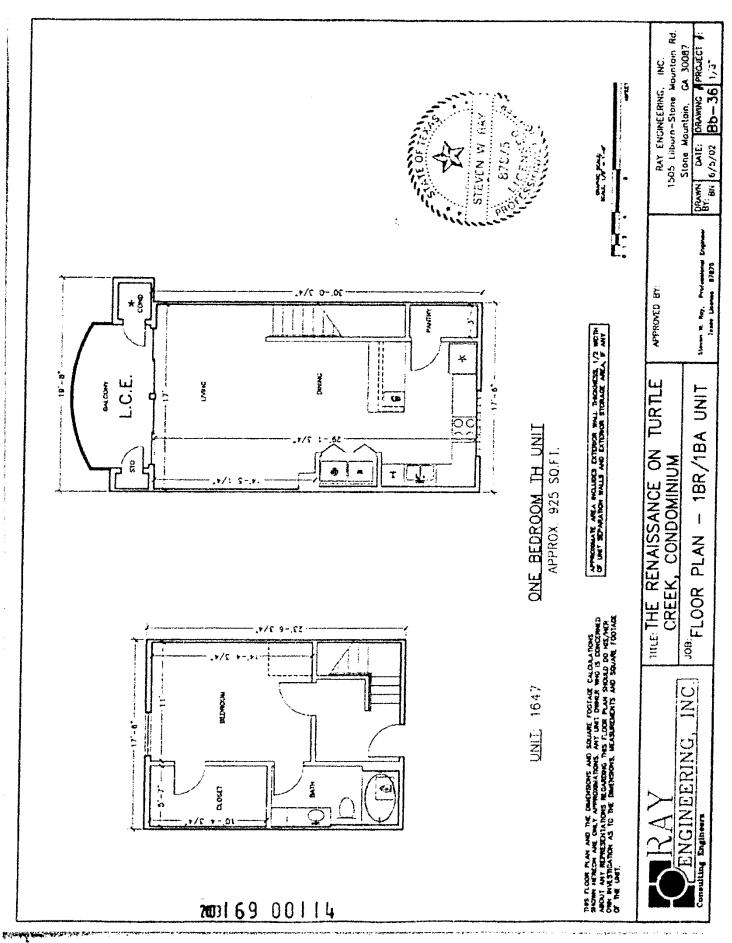


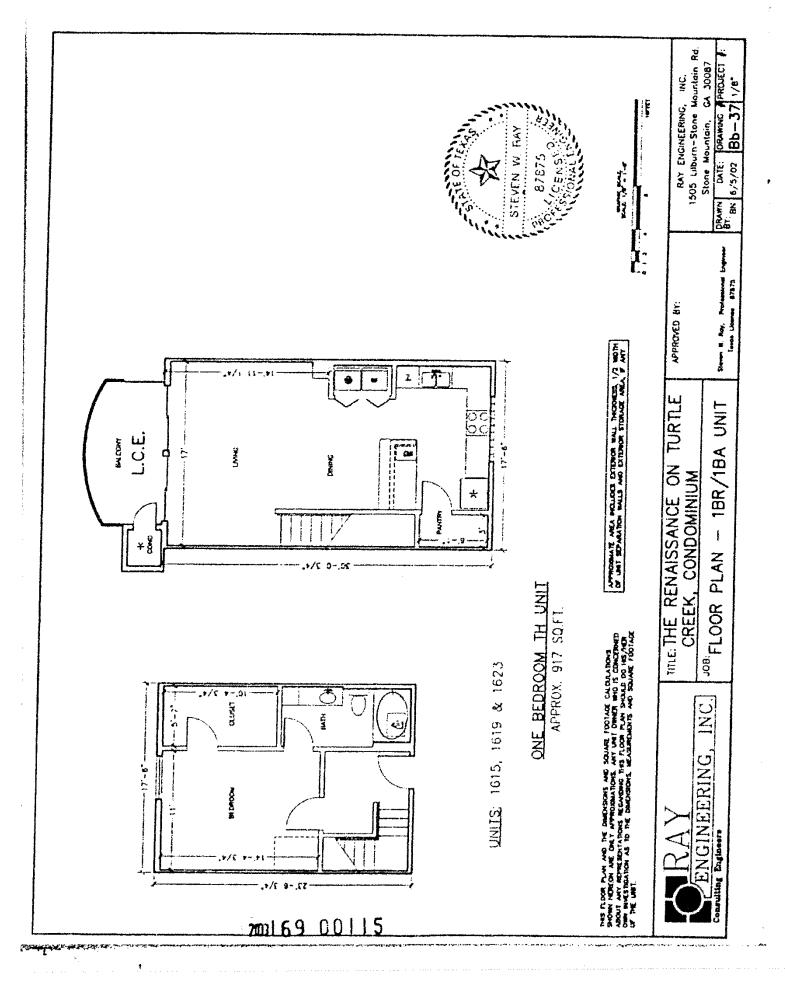
. . . . . 1505 Libum-Stone Nourtain Rd. Stone Kountain, CA 30087 M DATE, JORAWING APROJECT 1. RAY ENGINEERING, INC. Bb-32 1/8 Carlos Carlos UNITS: 637, 737, 837, 937, 1037, 1137, 1237, 1437 & 1537 STEVEN W RAY 81313 BY: BN 6/5/02 Protestional Inprese ľ Terrs License 27575 APPROVED BY: Starren & Rey. LIVE & YAW DOVIDIS HORGLICE ON STIVIA HOLLYNYIGE LINN ID HUGH Z/I SECONDUL THE HORGLICE EDOTOM YAW SIVENDALLYN PL.C.™ 8\* TURILE . ........ TITLE: THE RENAISSANCE ON **UNNU** CONDOMINIUM 10-01 APPROX. 534 50.F1. ) उ -olduis ONONCO STUDIO CREEK, 1 .01 THE RECORD FLAN AND THE DURDADING AND SOLVARE FOULAR CALCULATIONS SHOWN HEDRED AND ONCE APPROVALITONS, ANY UNET OWNER WHICH IS CONCERNED SHOULD AND REPORTERATIONS RECARDING ANY UNET OWNER WHICH SOLVED DO NAS/HER OWN PRESIDENTIAN AS TO THE DIMONSIONS, MEXAMINING AND SOLVARE FOOLING OW THE UNET. JOB 9-6-0800 INC. بروي ENGINEERING .11 Ladheen 203169 00110

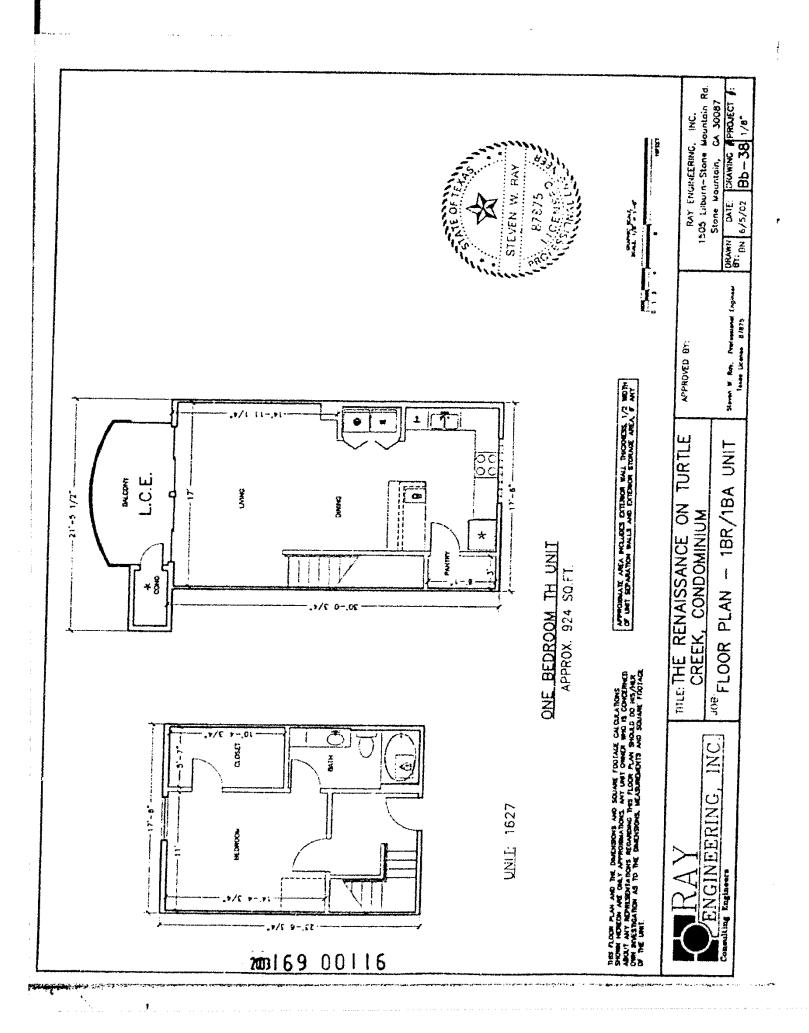


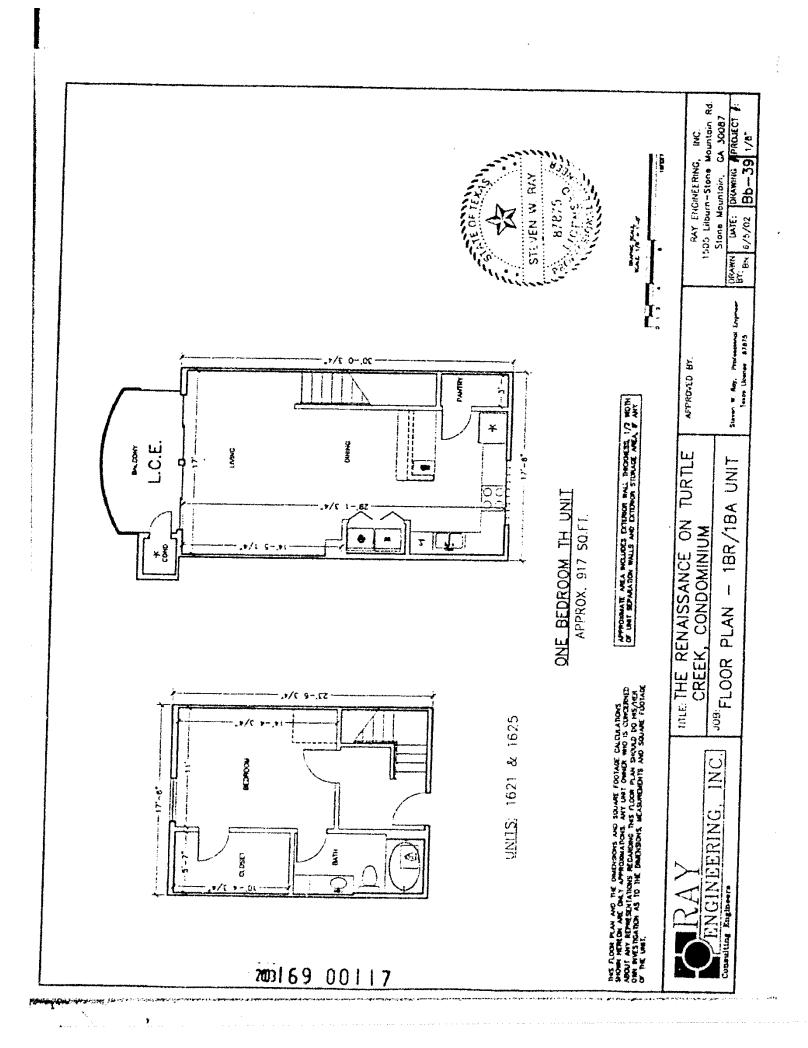


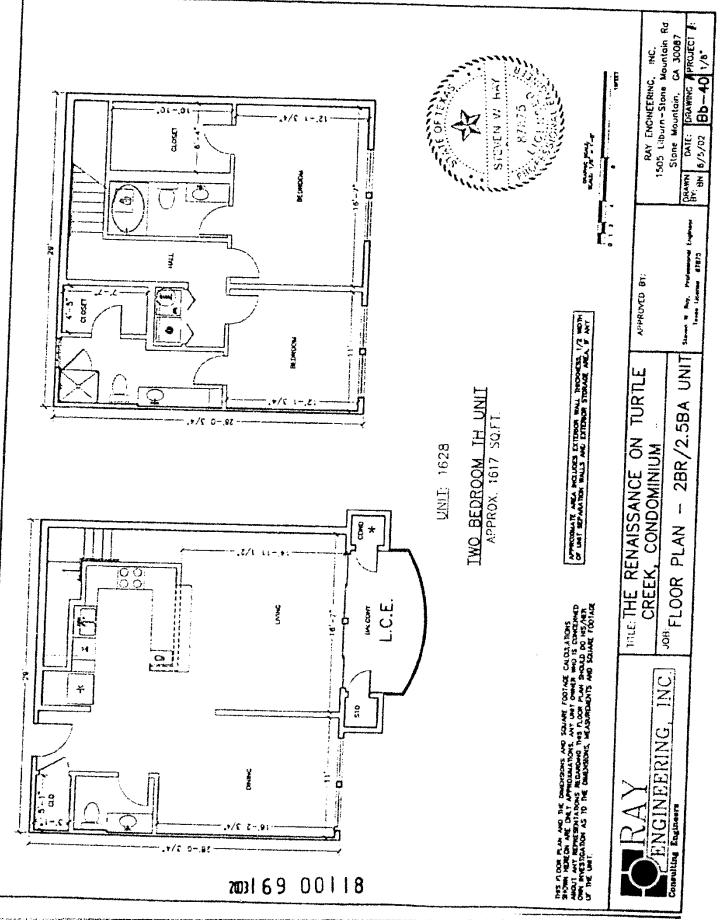




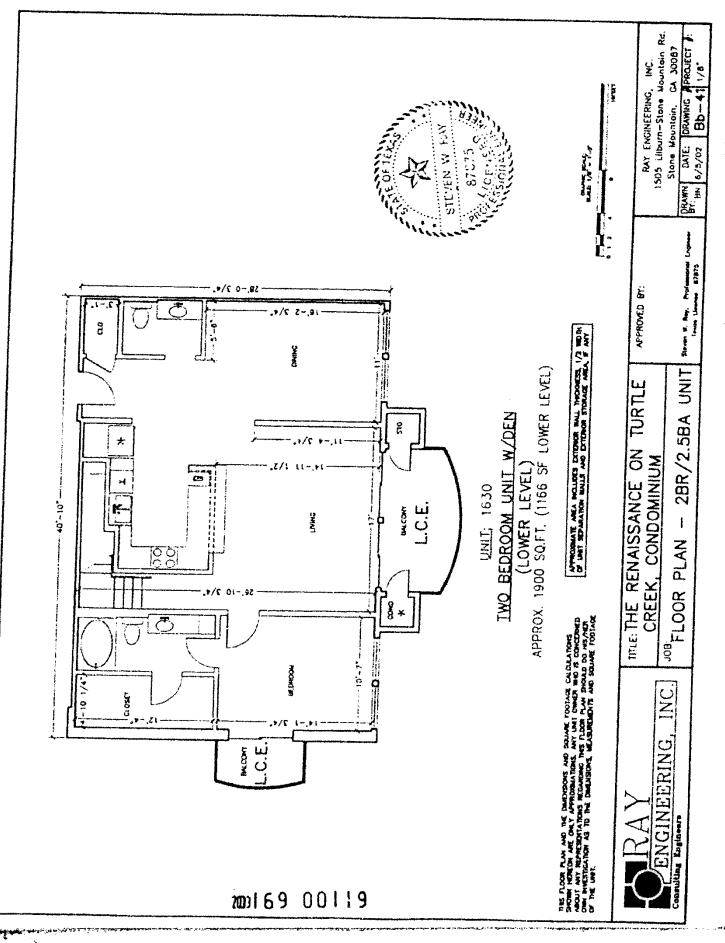


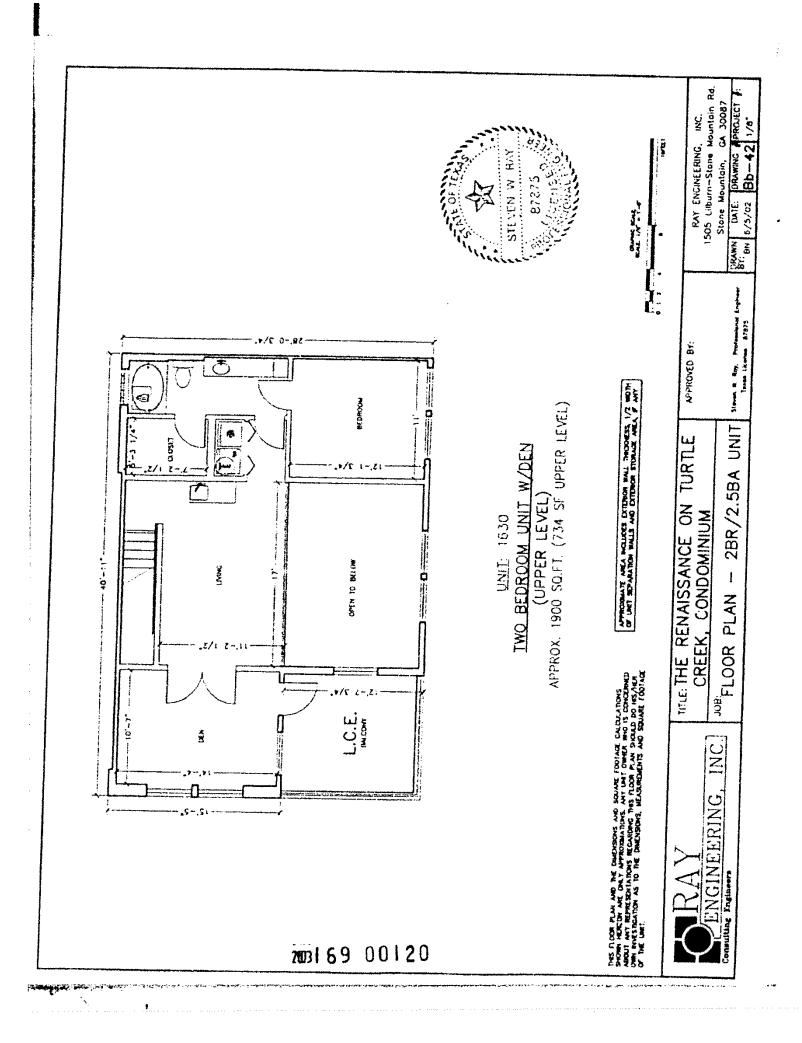


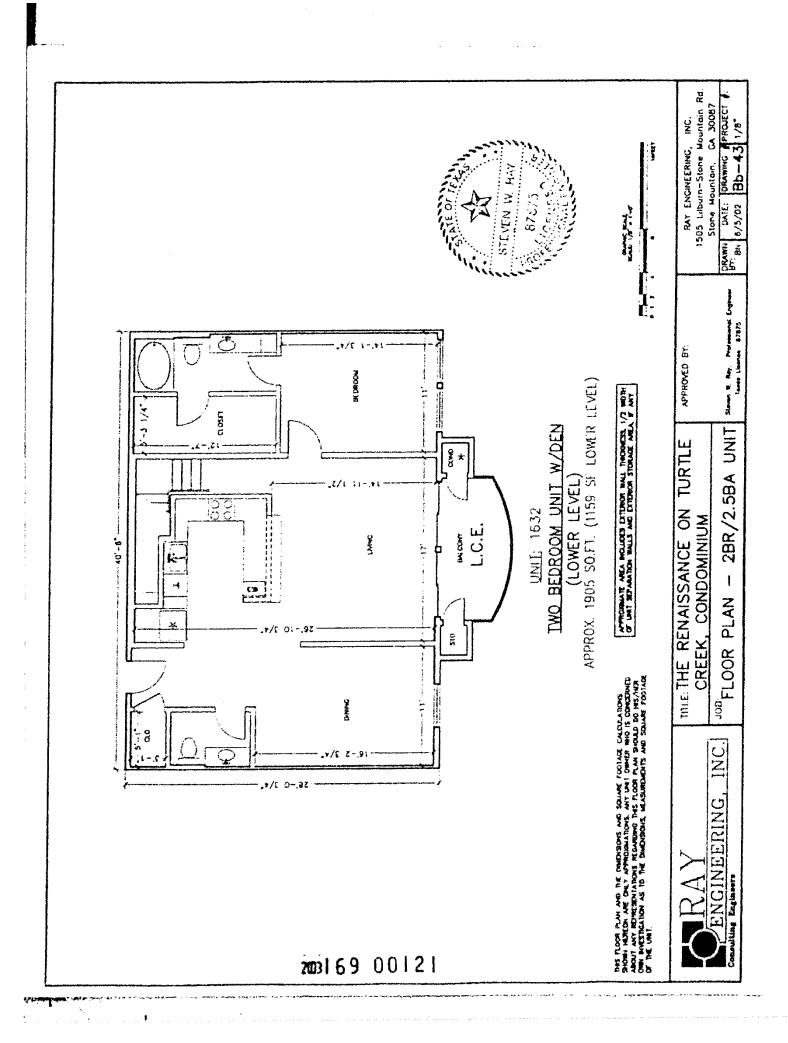


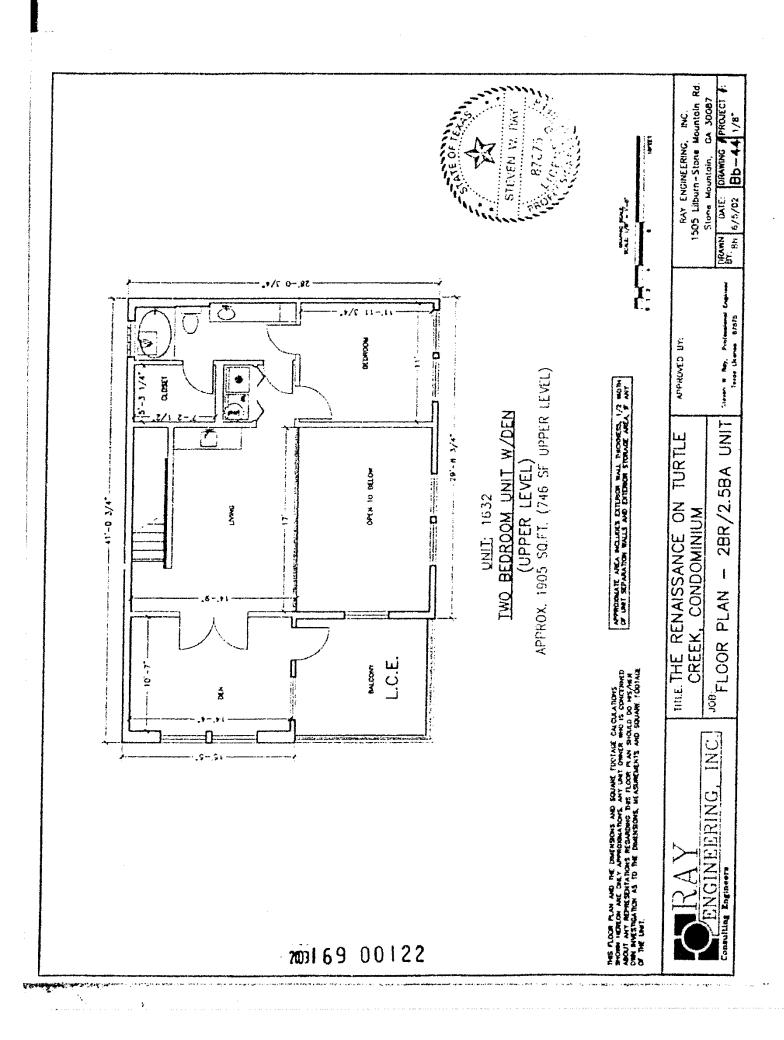


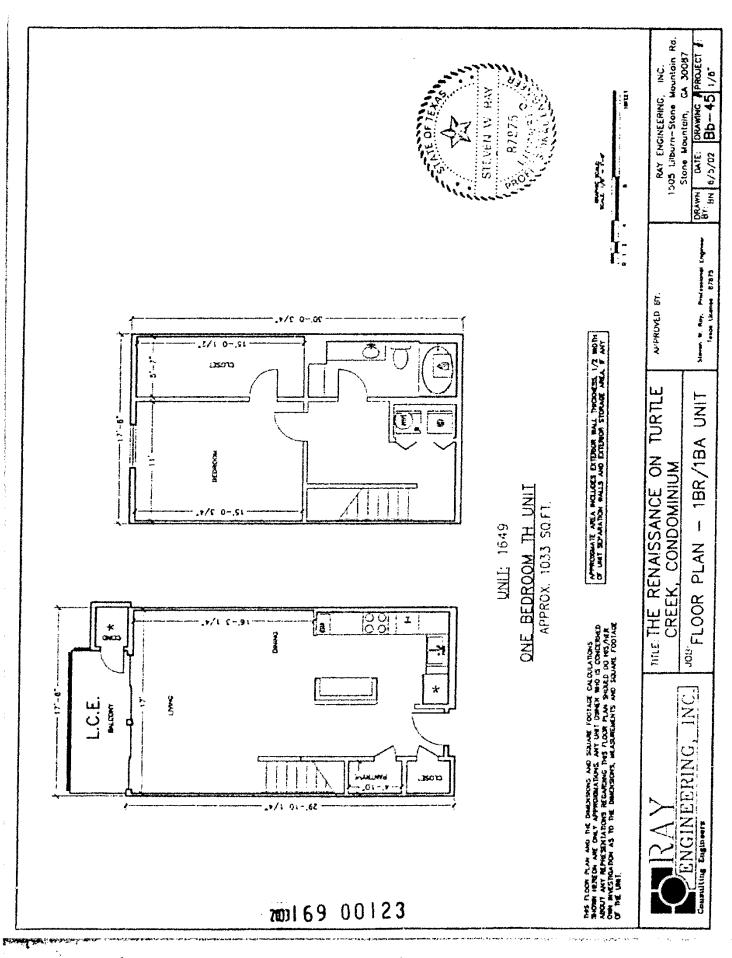
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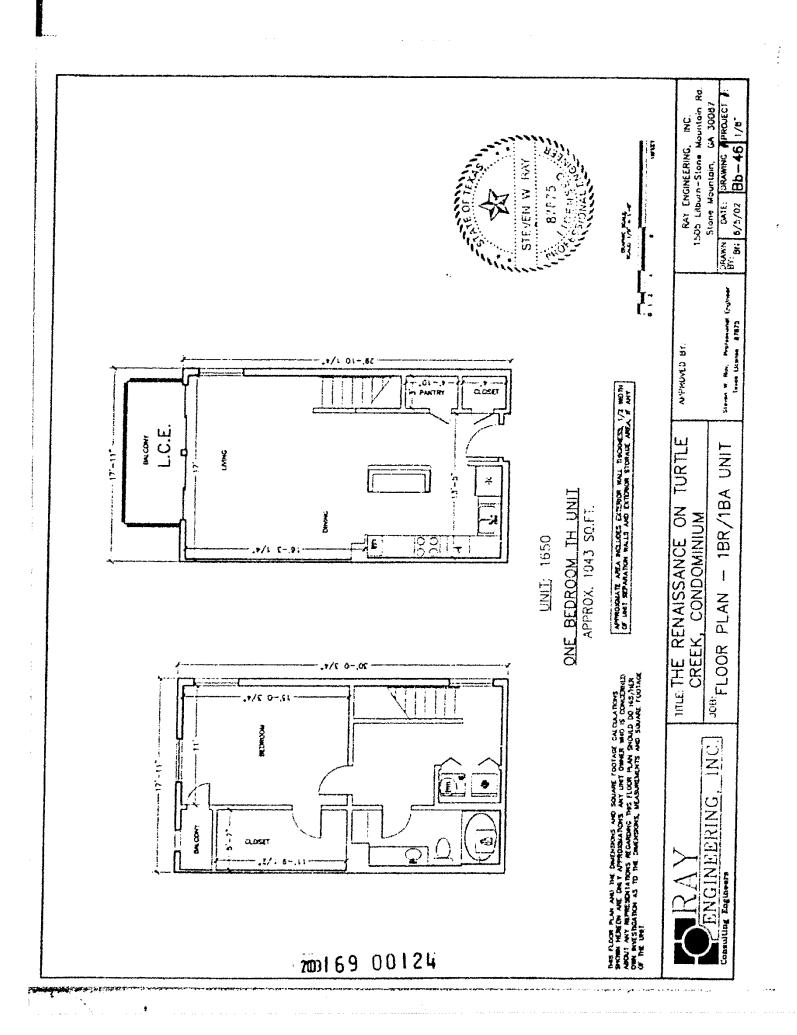


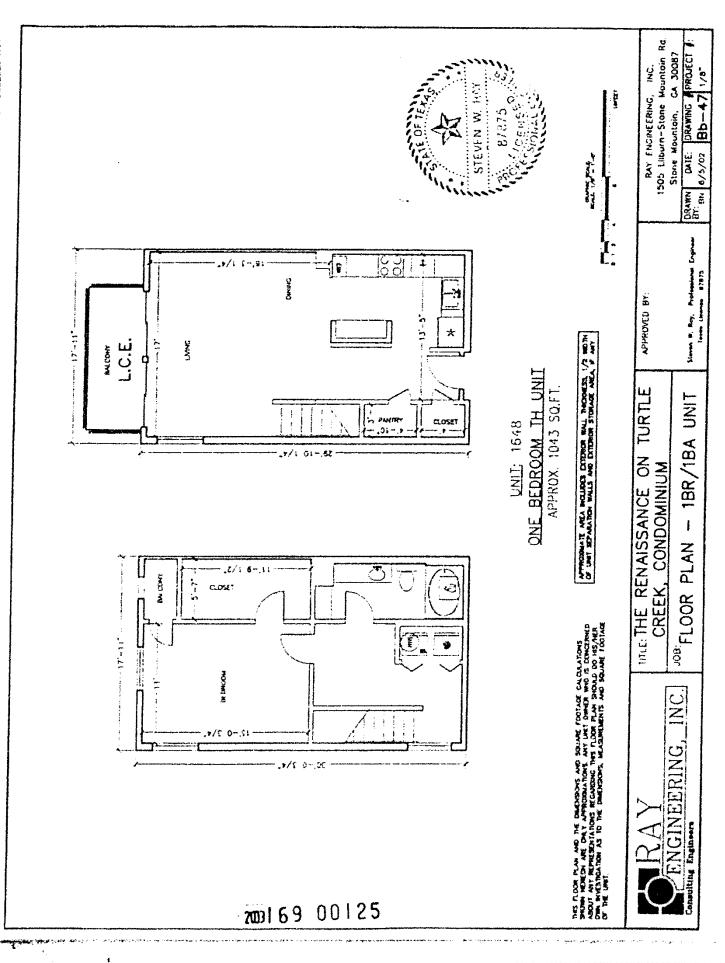




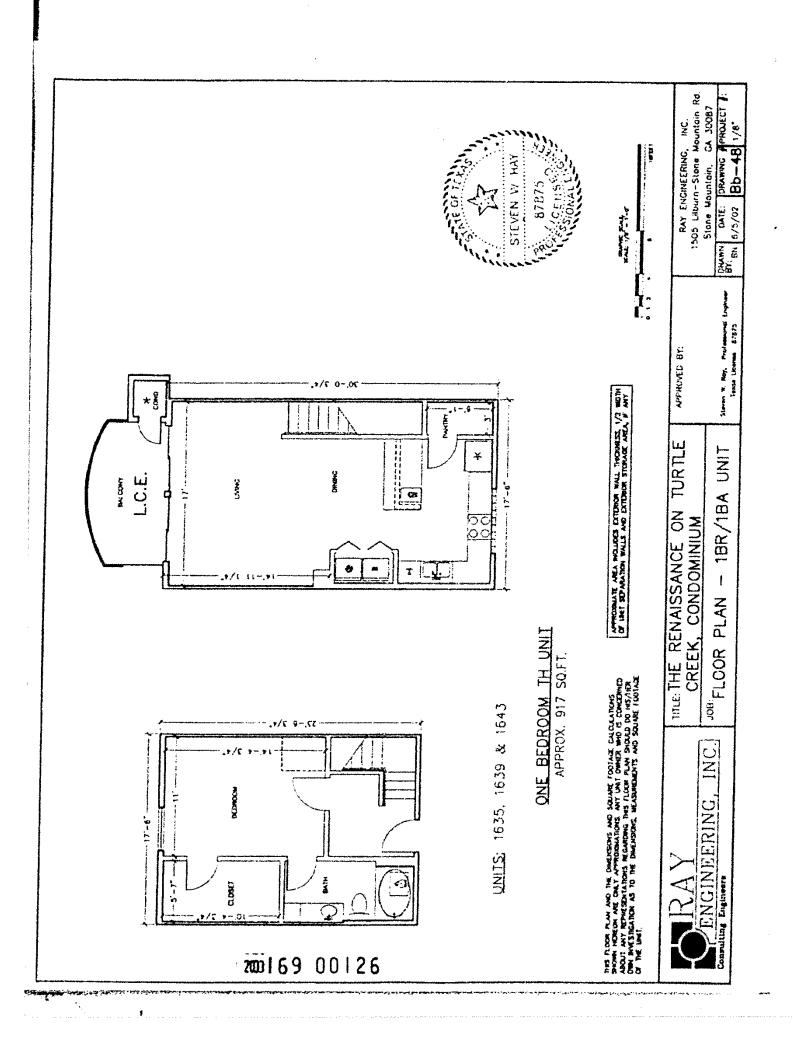




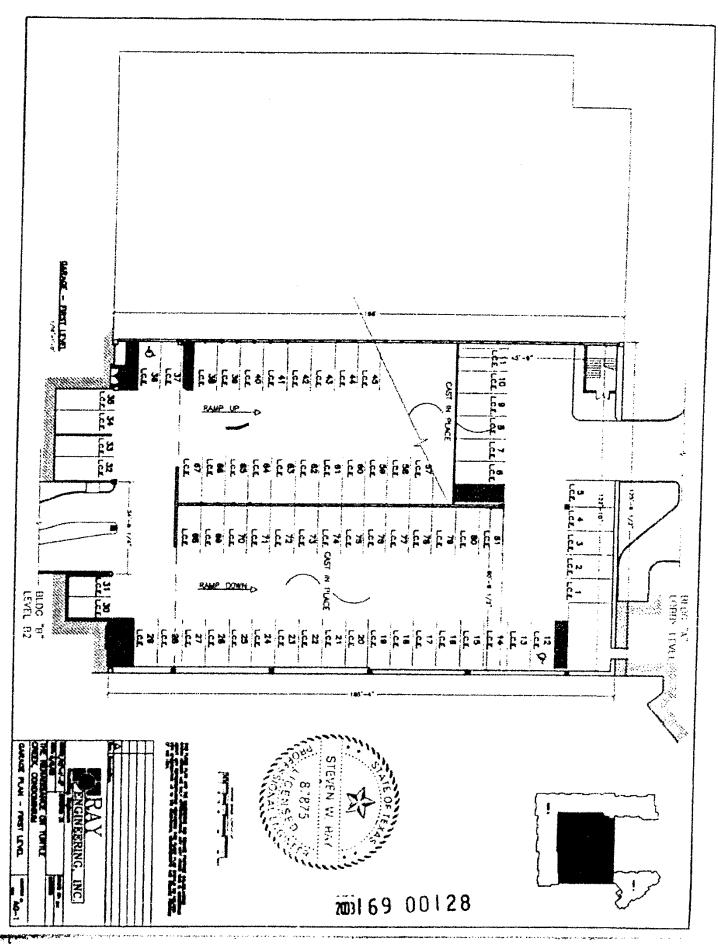


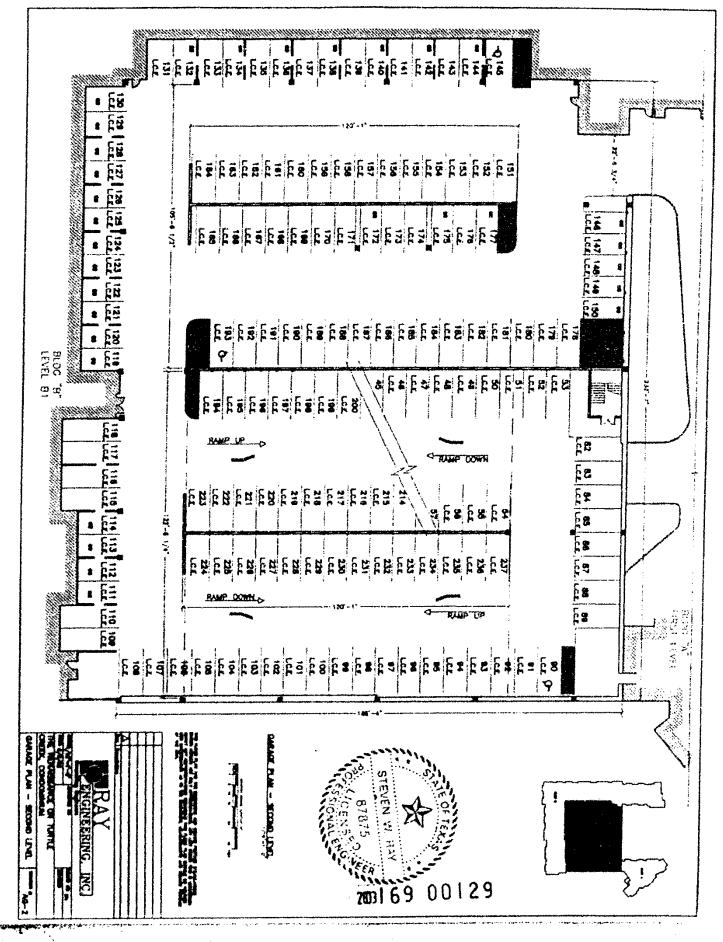


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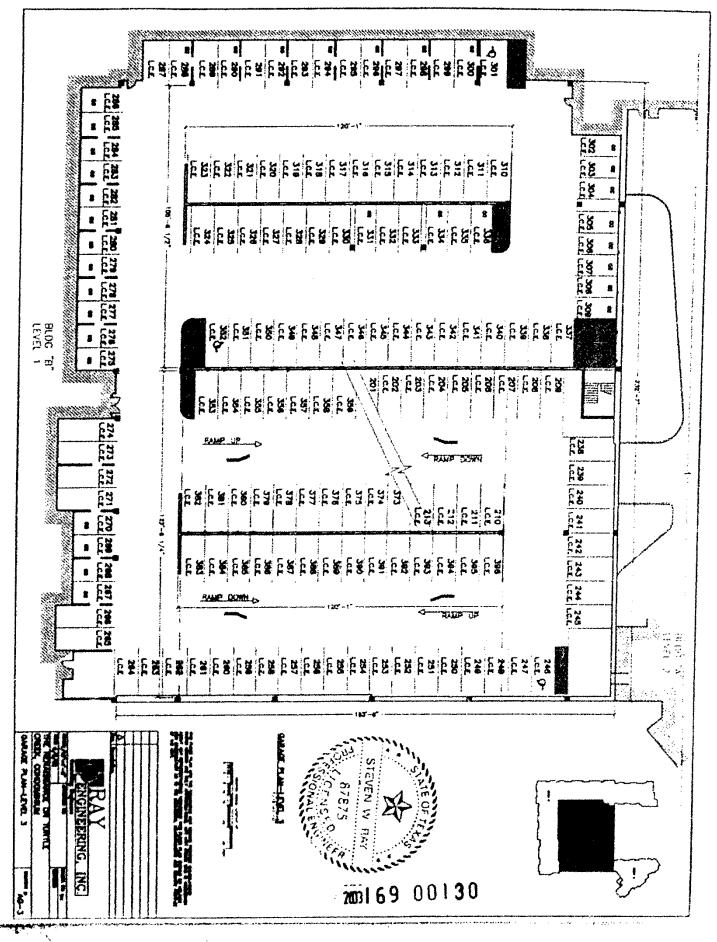


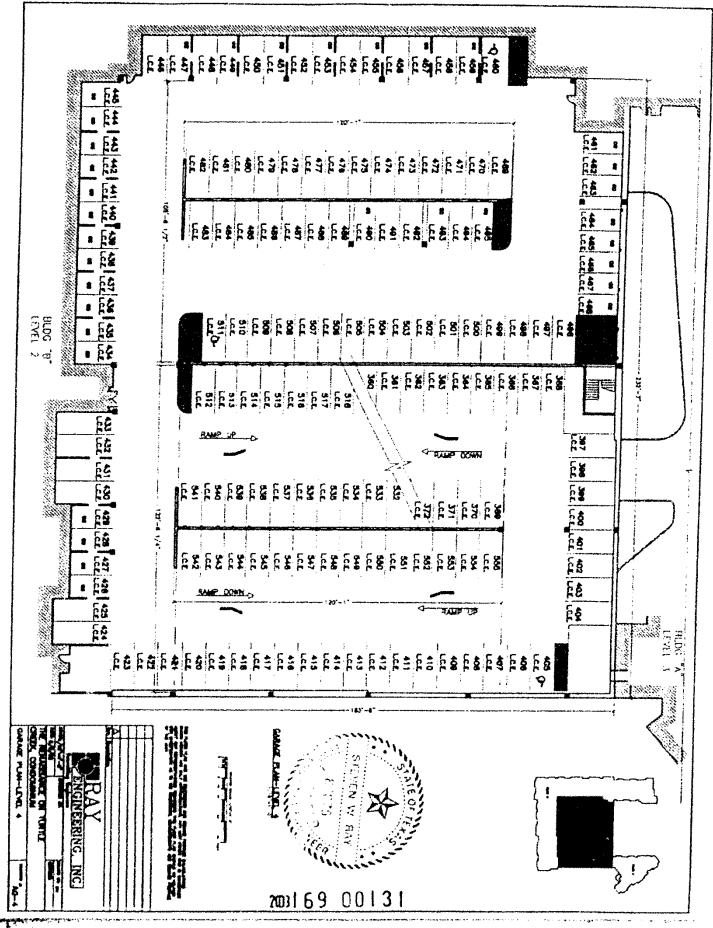
THE RENAISSANCE ON TURTLE CREEK Condominium CONDOMINIUM DOCUMENTS DRAWINGS PROVIDED CONTAIN ALL INFORMATIONS REQUIRED BY SECTION 82.059 OF THE TEXAS PROPERTY CODE INDIVIDUAL UNIT TYPES WITH LIMITED COMMON ELEMENTS (L.C.E.) NOTED BUILDING LAYOUT FOR EACH FLOOR WIVERTICAL BOUNDARIES BUILDING SECTIONS W/HORIZONTAL BOUNDARIES UMITED COMMON ELEMENTS -STORACE SPACES -BALCONY -ROOF TERRACE COMMON ELEMENTS INCLUDE, WITHOUT LIMITATION, CERTAIN UTILITIES, FENCES, PARKING FACILITY, PAVING, WALLS, RETAINING WALLS, LANDSCAPED AREAS, MAIL ROOM, THE LOBBY OF THE BUILDING, THE FOUNDATION, ROOF, AND EXTERIOR WALLS OF THE BUILDING, STAIRS, HALLWAYS, ELEVATORS, ELEVATOR SHAFTS, ELEVATOR LOBBIES, MECHANICAL ROOMS, MAINTENANCE ROOMS, ELECTRICAL ROOMS FITNESS FACILITY, SWIMMING POOL, POOL ROOM, CLUB/MEETING ROOM, BUSINESS CENTER, LIMITED ACCESS ENTRY SYSTEM, TRASH CHUTES, TRASH CHUTE LOBBIES, AND LOADING DOCK. THE RENAISSANCE ON TURTLE CREEK, CONDOMINIUM DALLAS, YEXAS THE CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK, CONDOMINIUM, IS RECORDED IN DEED BOOK 219 PAGE 2001 LOF THE SUPERIOR COURT OF DALLAS COUNTY, TEXAS RECORDS. THE UNDERSIGNED, A REGISTERED ENCINEER HAS VISITED THE SITE KNOWN AS THE RENAISSANCE ON TURTLE CREEK, CONDOMINIUM AND VIEWED THE PROPERTY AND TO THE BEST OF HIS KNOWLEDCE, INFORMATION AND BELIEF,(i) THE EXTERIOR WALLS AND ROOF OF EACH STRUCTURE ARE IN PLACE AS SHOWN ON SAID PLANS AND (II) SUCH WALLS, PARTITIONS, FLOORS AND CEILINGS, TO THE EXTENT SHOWN ON SAID PLANS, AS CONSTITUTE THE HORIZONTAL BOUNDARIES, IF ANY, AND THE VERTICAL BOUNDARIES OF EACH UNIT (INCLUDING CONVERTIBLE SPACE) HAVE BEEN SUFFICIENTLY CONSTRUCTED SO AS TO CLEARLY ESTABLISH THE PHYSICAL BOUNDARIES OF SUCH UNIT. Ľċ. ----1000 05/02 DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND MUST BE VERIFIED BY THE PROSPECTIVE OWNER FOR EACH INDIVIDUAL UNIT, RAY ENGINEERING, INC. AND TURTLE CREEK DEVELOPMENT, L.P. DO NOT TAKE RESPONSIBILITY FOR ANY DIMENSIONAL AND AREA VARIANCES. 200169 00127

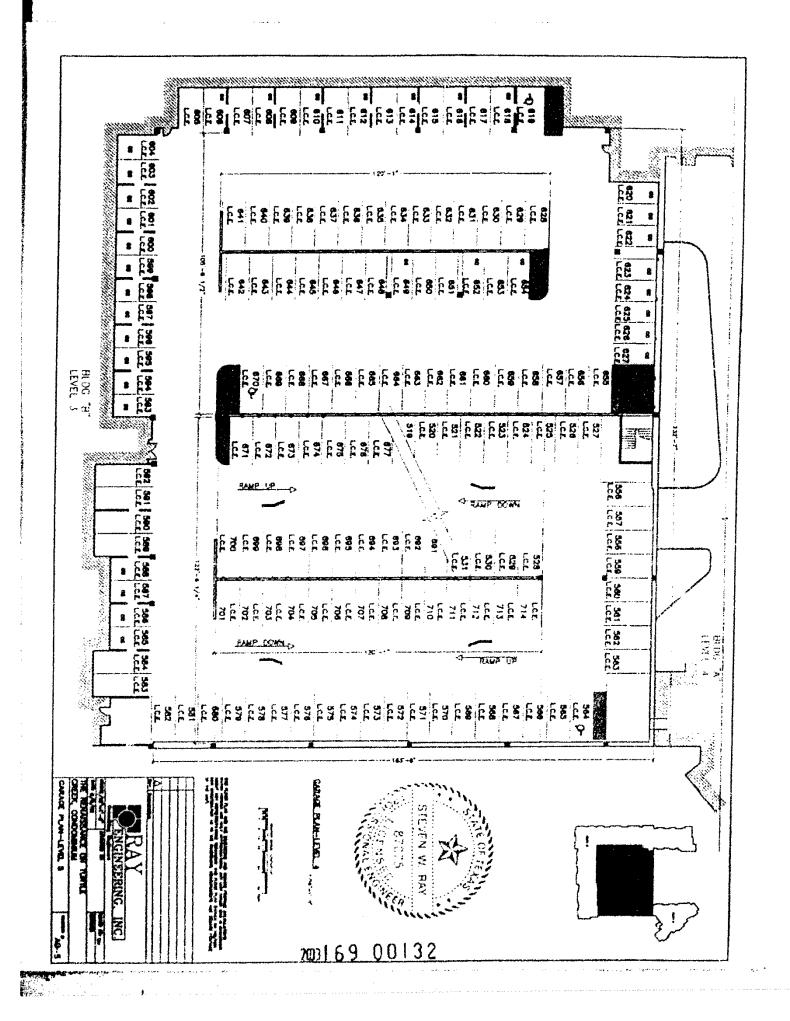


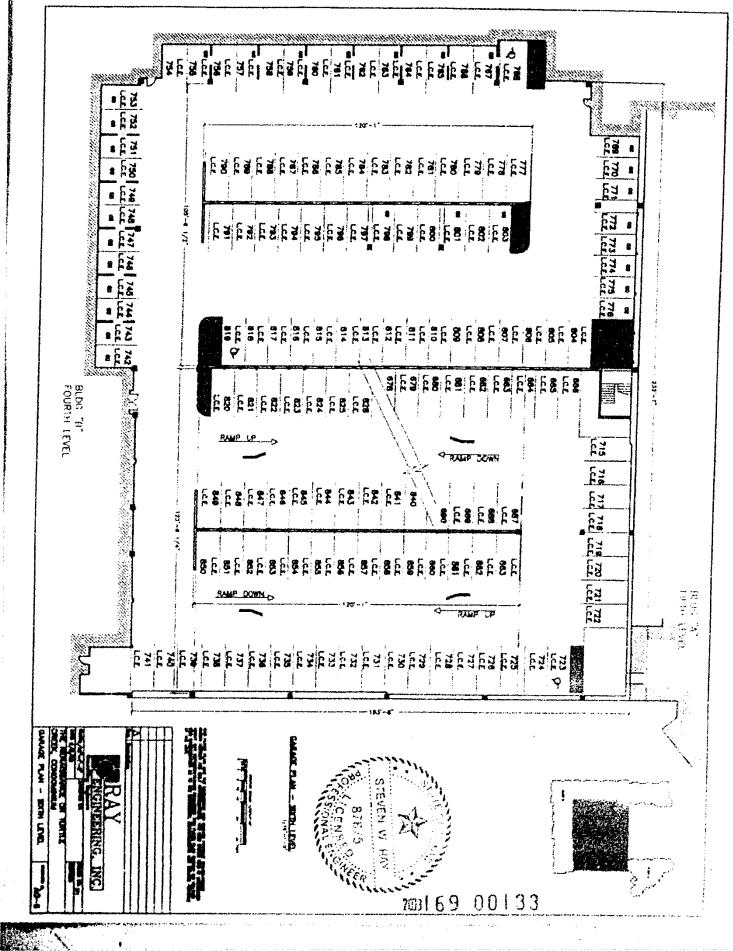


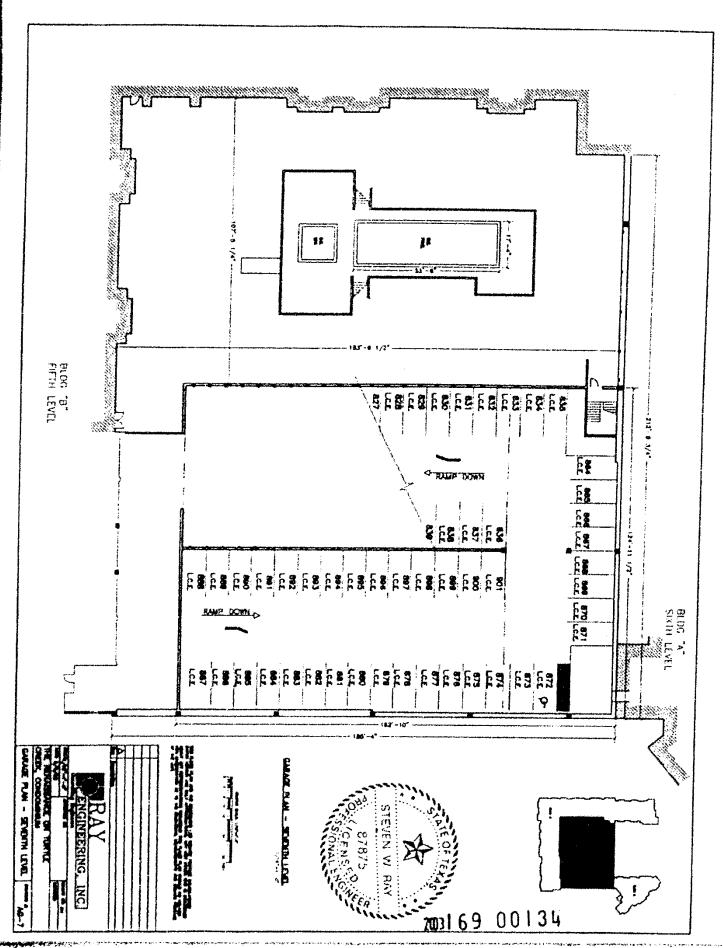
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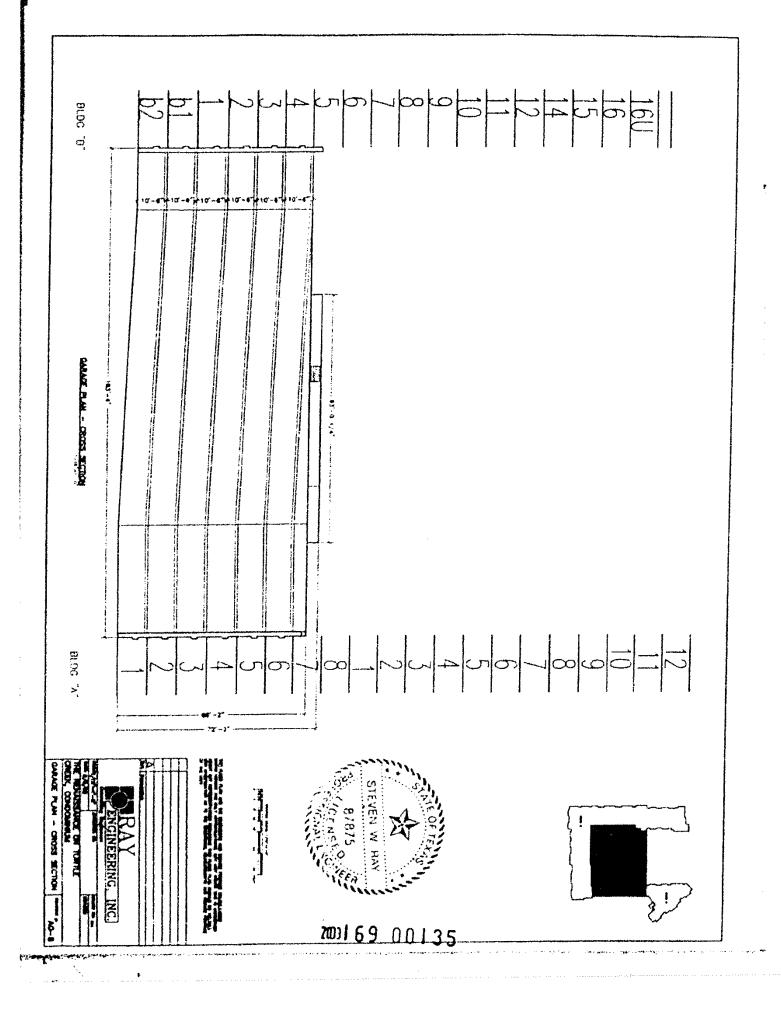












### The Renaissance on Turtle Creek

#### SURVEYOR'S DECLARATION

THAT I, JOHN R. PIBURN,  $\mathcal{R}$ , do hereby certify that this survey was made on the ground by me or under my personal supervision and the plat hereon is a true, correct, and accurate representation of the property as determined by survey. The lines, dimensions and corners of said property being as indicated by the plat. There are no visible or apparent easements, encroachments, conflicts or protrusions except as shown hereon.

The map and property description contained herein contain all information required by Section 82.059 of the Texas Property Code.

John R. Piburn, Jr., R.P.L.S. Registration No. 3689



### EXHIBIT "S"

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AMENDEMENT TO THE CONDOMINIUM DECLARATION FOR

#### THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM

ALLOCATION OF OWNERSHIP INTERESTS AND LIABILITIES

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r	ALLCCATION OF OW		ESTS
		Undivided	
Linit #	-	Ownership	
Unit #	Туре		Phase II Unit Area
101	Residential	0.13487%	829
102	Residential	0.13959%	858
201	Residential	0.18824%	1,157
202	Residential	0.13959%	858
203	Residential	0.13959%	858
204	Residential	0.18824%	1,157
205 206	Residential	0.11584%	712
200	Residential	0.18710%	1,152
301	Residential	0.18905%	1,162
302	Residential	0.18824%	1,157
302	Residential	0.18710%	1,150
303	Residential	0.18710%	1,152
304	Residential	0.18824%	1,157
	Residential	0.11584%	712
306 307	Residential	0.18710%	1,152
	Residential	0.18905%	1,162
401	Residential	0.18319%	1,126
402 403	Residential	0.18222%	1,120
403	Residential	0.18222%	1.120
404	Residential	0.18205%	1,119
405	Residential	0.11584%	712
400	Residential	0.18710%	1,152
501	Residential	0.18905%	1,162
502	Residential	0.18319%	1,126
503	Residential	0.18222%	1,120
503 504	Residential Residential	0.18222%	1,120
505	Residential	0.18319%	1,126
506	Residential	0.11584%	712
507	Residential	0.18710% 0.18905%	1,152
601	Residential	0.18319%	1,162
602	Residential	0.18222%	1,126
603	Residential		1,120
604	Residential	0.18222% 0.18319%	1,120
605	Residential		1,126
606	Residential	0.11584% 0.18710%	712
607	Residential		1,152
701	Residential	0.18905%	1,162
702	Residential	0.18319%	1,126
703	Residential	0.18222%	1,120
704	Residential	0.18222%	1,120
704	Residential	0.18319%	1,126
705	Residential	0.11584%	712
707	Residential	0.18710%	1,152
107	rvesidential	0.18905%	1,162

EXHIBIT B ALLCCATION OF OWNERSHIP INTERESTS

\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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r	ALLOCATION OF OWNERSHIP INTERESTS			
1	Undivided			
		Ownership		
Unit #	Туре	Interest -	Phase II Unit Area	
801	Residential	0.18319%	1,126	
802	Residential	0.18222%	1,120	
803	Residential	0.18222%	1,120	
804	Residential	0.18319%	1,126	
805	Residential	0.11584%	712	
806	Residential	0.18710%	1,152	
807	Residential	0 18905%	1,162	
901	Residential	0.18319%	1,126	
902	Residential	0.18222%	1,120	
903	Residential	0.18222%	1,120	
904	Residential	0.18319%	1,126	
905	Residential	0.11584%	712	
906	Residential	0.18710%	1,152	
907	Residential	0.18905%	1,162	
1001	Residential	0.18319%	1,126	
1002	Residential	0.18222%	1,120	
1003	Residential	0.18222%	1,120	
1004	Residential	0.18319%	1,126	
1005	Residential	0.11584%	712	
1006	Residential	0.19710%	1,152	
1007	Residential	0.18905%	1,162	
1101	Residential	0.18319%	1,126	
1102	Residential	0.18222%	1,120	
1103	Residential	0.18222%	1,120	
1104	Residential	0.18319%	1,126	
1105	Residential	0.11584%	712	
1106	Residential	0.13710%	1,152	
1107	Residential	0.18905%	1,162	
1201	Residential	0.18319%	1,126	
1202	Residential	0.18222%	1,120	
1203	Residential	0.18222%	1,120	
1204	Residential	0.18319%	1,126	
1205	Residential	0.11584%	712	
1206	Residential	0.18710%	1,152	
1207	Residential	0.18905%	1,162	
1401	Residential	0 18319%	1,126	
1402	Residential	0.18222%	1,120	
1403	Residential	0.18222%	1,120	
1404	Residential	0.18319%	1,126	
1405	Residential	0.11584%	712	
1406	Residential	0.18710%	1,152	
1407	Residential	0.18905%	1,162	
1501	Residential	0.18319%	1,126	
1502	Residential	0.18222%	1,120	

EXHIBIT B ALLOCATION OF OWNERSHIP INTERESTS

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\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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ſ <b>-</b>	ALLOCATION OF OW	and the second	ESTS
		Undivided	
الد شعر ا	<b>-</b>	Ownership	
Unit #	Туре	Interest -	Phase II Unit Area
1503	Residential	0.18222%	1,120
1504	Residential	0.18319%	1,126
1505	Residential	0.11584%	712
1506	Residential	0.18710%	1,152
1507	Residential	0.18905%	1,162
1601	Residential	0.18319%	1,126
1602	Residential	0.18222%	1,120
1603	Residential	0.18222%	1,120
1604	Residential	0.18319%	1,126
1605	Residential	0.11584%	712
1606	Residential	0.18710%	1,152
1607	Residential	0.18905%	1,162
1701	Residential	0.18319%	1,126
1702	Residential	0.18222%	1,120
1703	Residential	0.18222%	1,120
1704	Residential	0.18319%	1,126
1705	Residential	0.11584%	712
1706	Residential	0.18710%	1,152
1707	Residential	0.18905%	1,162
1801	Residential	0.18319%	1,126
1802	Residential	0.18222%	1,120
1803	Residential	0.18222%	1,120
1804	Residential	0.18319%	1,126
1805	Residential	0.11584%	712
1806	Residential	0.18710%	1,152
1807	Residential	0.18905%	1,162
1901	Residential	0.18319%	1,126
1902	Residential	0.18222%	1,120
1903	Residential	0.18222%	1,120
1904	Residential	0.18319%	1,126
1905	Residential	0.11584%	712
1906	Residential	0.18710%	1,152
1907	Residential	0.18905%	1,162
2001	Residential	0.18319%	1,126
2002	Residential	0.18222%	1,120
2003	Residential	0.18222%	1,120
2004	Residential	0.18319%	1,125
2005	Residential	0.11584%	712
2006	Residential	0.18710%	1,152
2007	Residential	0.18905%	1,162
2101	Residential	0.18319%	1,126
2102	Residential	0.18222%	1,120
2103	Residential	0.18222%	1,120
2104	Residential	0.18319%	1,126

EXHIBIT B ALLOCATION OF OWNERSHIP INTERESTS

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\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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·	ALLOCATION OF OW	بهوعة متكافيا وبجار بارعاد فسأناخ وخداف كالمرا الاختطال فالجمعات	RESTS
ł		Undivided	
		Ownership	
Unit #	Туре	Interest -	Phase II Unit Area
2105	Residential	0.11584%	712
2106	Residential	0.18710%	1,152
2107	Residential	0.18905%	1,162
2201	Residential	0.30261%	1,860
2202	Residential	0.30196%	1,856
2203	Residential	0.30196%	1,856
2204	Residential	0.30261%	1,860
2205	Residential	0.11584%	712
2206	Residential	0.18710%	1,152
2207	Residential	0.18905%	1,162
CU-1	Commercial	0.16063%	250
CU-2	Commercial	0.16063%	250
CU-3	Commercial	0.16063%	250
CU-4	Commercial	0.16063%	250
010	Residential	0.13569%	834
014	Residential	0.13731%	844
016	Residential	0.13487%	829
018	Residential	0.13569%	834
020	Residential	0.18775%	1,154
042	Residential	0.18775%	1,154
046	Residential	0.18775%	1,154
047	Residential	0.28390%	1,745
048	Residential	0.19523%	1,200
108	Residential	0.18921%	1,163
110	Residential	0.13536%	832
112	Residential	0.13292%	817
114	Residential	0.13731%	844
116	Residential	0.13487%	829
118	Residential	0.13569%	834
120	Residential	0.18775%	1,154
122	Residential	0.14854%	913
124	Residentiai	0.18872%	1,160
126	Residential	0.13569%	834
128	Residential	0.13536%	832
130	Residentiat	0.13536%	832
132	Residential	0.13292%	817
134	Residential	0.13536%	832
136	Residential	0.13292%	817
138	Residential	0.08493%	522
140	Residential	0.08753%	538
142	Residential	0.18775%	1,154
143	Residential	0.18775%	1,154
145	Residential	0.18775%	1,154
146	Residential	0.18775%	1,154

EXHIBIT B ALLOCATION OF OWNERSHIP INTERESTS

\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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		Undivided	
Unit #	Туре	Ownership	Disease it is a second
147	Residential		Phase II Unit Area
148	Residential	0.28390%	1,745
208	Residential	0.19523%	1,200
210	Residential	0.18921%	1,163
212	Residential	0.13276%	816
214	Residential	0.13536%	832
216	Residential	0.13731%	844
218	Residential	0.13487%	829
220	Residential	0.13569%	834
222	Residential	0.18775%	1,154
224	Residential	0 14854%	913
226	Residential	0.18872%	1,160
228	Residential	0.18775%	1,154
230	Residential	0.13536%	832
232	Residential	0 13276%	816
234	Residential	0.13536%	832
236		0.13276%	816
238	Residential	0.13536%	832
230	Residential	0.08493%	522
242	Residential	0.08753%	538
243	Residential	0.18775%	1,154
245	Residential Residential	0.18775%	1,154
246		0.18775%	1,154
247	Residential Residential	0.18775%	1,154
248		0 28390%	1,745
308	Residential	0.19523%	1,200
310	Residential Residential	0.18921%	1,163
312	Residential	0.13276%	816
314		0.13536%	832
316	Residential Residential	0.13731%	844
318	Residential	0.13487%	829
320		0.13569%	834
322	Residential	0.18775%	1,154
324	Residential Residential	0.14854%	913
326	Residential	0.18872%	1,160
328		0.18775%	1,154
330	Residential Residential	0.13536%	832
332		0.13276%	816
334	Residential	0.13536%	832
336	Residential	0.13276%	816
	Residential	0.13536%	832
338	Residential	0.08493%	522
340	Residential	0.08753%	538
342	Residential	0.18775%	1,154
343	Residential	0.18775%	1,154

EXHIBIT B ALLOCATION OF OWNERSHIP INTERESTS

\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units

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ALLOCATION OF OWNERSHIP INTERESTS			
	Undivided		
		Ownership	
Unit #	Туре	Interest -	Phase II Unit Area
345	Residential	0 18775%	1,154
346	Residential	0.18775%	1,154
347	Residential	0.28390%	1,745
348	Residential	0.19523%	1,200
408	Residential	0.18921%	1,163
410	Residential	0.13275%	816
412	Residential	0.13536%	832
414	Residential	0.13731%	844
416	Residential	0.13487%	829
418	Residential	0.13569%	834
420	Residential	0.18775%	1,154
422	Residential	0.14854%	913
424	Residential	0.18872%	1,160
426	Residential	0.18775%	1,154
428	Residential	0.13536%	832
430	Residential	0.13276%	816
432	Residential	0.13536%	832
434	Residential	0.13276%	816
436	Residential	0.13536%	832
438	Residential	0 08493%	522
440	Residential	0.08753%	538
442	Residential	0.18775%	1,154
443	Residential	0.18775%	1,154
445	Residential	0.18775%	1,154
446	Residential	0.18775%	1,154
447	Residential	0.28390%	1,745
448	Residential	0.19523%	1,200
508	Residential	0.18921%	1,163
509	Residential	0.20207%	1,242
510	Residential	0 13276%	818
511	Residential	0.20402%	1,254
512	Residential	0.13536%	832
514	Residential	0.13731%	844
516	Residential	0.13487%	829
517	Residential	0.20174%	1,240
518	Residential	0.13569%	834
519	Residential	0.20174%	1,240
520	Residential	0.18775%	1,154
522	Residential	0.14854%	913
524	Residential	0.18872%	1,160
526	Residential	0.18775%	1,154
528	Residential	0.13536%	832
530	Residential	0.13276%	816
532	Residential	0.13536%	832
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EXHIBIT B ALLOCATION OF OWNERSHIP INTEREST

\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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		Undivided	
Unit #	<b>~</b>	Ownership	
The second s	Туре	Interest -	Phase II Unit Area
533 534	Residential	0.13764%	846
	Residential	0.13276%	816
535 536	Residential	0.20190%	. 1,241
538	Residential	0.13536%	832
530 540	Residential	0.08493%	522
540	Residential	0.08753%	538
	Residential	0.18775%	1,154
543	Residential	0.18775%	1,154
545	Residential	0.18775%	1,154
546	Residential	0.18775%	1,154
547	Residential	0 28390%	1,745
548	Residential	0.19523%	1,200
608 600	Residential	0.18921%	1,163
609	Residential	0.20207%	1,242
610	Residential	0.13276%	816
611	Residential	0.20402%	1,254
612	Residential	0.13536%	832
614	Residential	0.13731%	844
616	Residential	0.13487%	829
617	Residential	0.20174%	1,240
618	Residential	0.13569%	834
619	Residential	0.20174%	1,240
620	Residential	0.18775%	1,154
622	Residential	0.14854%	913
624	Residential	0.18872%	1,160
626	Residential	0.18775%	1,154
528	Residential	0.13536%	832
629	Residential	0.20613%	1,267
630	Residential	0.13276%	816
631	Residential	0.13764%	845
632	Residential	0.13538%	832
633	Residential	0.13520%	831
634	Residential	0.13276%	816
635	Residential	0.13683%	841
636	Residential	0.13536%	832
637	Residential	0.08688%	534
638	Residential	0.08493%	522
640	Residential	0 08753%	538
642	Residential	0.18775%	1,154
643	Residential	0.18775%	1,154
645	Residential	0.18775%	1,154
646	Residential	0.18775%	1,154
647	Residential	0.28390%	1,745
648	Residential	0.19523%	1,200
			1,200

EXHIBIT B ALLOCATION OF OWNERSHIP INTERESTS

\*Square footages are for descriptive purposes only and do not represent the actual us-built conditions of the units.

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r	ALLOCATION OF OW		ESTS
		Undivided	
11	-	Ownership	
Unit #	Туре	Interest -	Phase II Unit Area
824	Residential	0.18872%	1,160
826	Residential	0.18775%	1,154
828	Residential	0.13536%	832
829	Residential	0.20613%	1,267
830	Residential	0.13276%	816
831	Residential	0.13764%	846
832	Residential	0.13536%	832
833	Residential	0.13520%	831
834	Residentiat	0.13276%	816
835	Residential	0.13683%	841
836	Residential	0.13536%	832
837	Residential	0.08688%	534
838	Residential	0.08493%	522
840	Residential	0.08753%	538
842	Residential	0.18775%	1,154
843	Residential	0.18775%	1,154
845	Residential	0.18775%	1,154
846	Residential	0.18775%	1,154
847	Residential	0.28390%	1,745
848	Residential	0.19523%	1,200
908	Residential	0.18921%	1,163
909	Residential	0.20207%	1,242
910	Residential	0.13276%	816
911	Residential	0.20402%	1,254
912	Residential	0.13536%	832
914	Residential	0.13731%	844
916	Residential	0.13487%	829
917	Residential	0.20174%	1,240
918	Residential	0.13569%	834
919	Residentia!	0.20174%	1,240
920	Residential	0.18775%	1,154
922	Residential	0.14854%	913
924	Residential	0.18872%	1,160
926	Residential	0.18775%	1,154
928	Residentiat	0.13536%	832
929	Residential	0.20613%	1,267
930	Residential	0.13276%	816
931	Residential	0.13764%	846
932	Residential	0.13536%	832
933	Residential	0.13520%	831
934	Residential	0.13276%	816
935	Residential	0.13583%	841
936	Residential	0.13536%	832
937	Residential	0.08688%	534
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EXHIBIT B ALLOCATION OF OWNERSHIP INTERESTS

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\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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Undivided Ownership           Unit #         Type         Intarest - Intarest - Phase II Unit Area           708         Residential         0.18921%         1.163           709         Residential         0.20207%         1.242           710         Residential         0.13276%         816           711         Residential         0.13276%         822           712         Residential         0.13731%         844           716         Residential         0.1376%         832           714         Residential         0.1376%         832           717         Residential         0.1356%         833           719         Residential         0.20174%         1.240           720         Residential         0.18775%         1.154           722         Residential         0.18775%         1.154           728         Residential         0.13276%         816           731         Residential         0.13276%         816           731         Residential         0.13276%         816           733         Residential         0.13276%         816           733         Residential         0.13276%         816		ALLOCATION OF OWNERSHIP INTERESTS			
Unit #         Type         Interest -         Phase H         Unit Area           708         Residential         0.18921%         1.163           709         Residential         0.20207%         1.242           710         Residential         0.13276%         816           711         Residential         0.13276%         816           712         Residential         0.13276%         832           714         Residential         0.13731%         844           716         Residential         0.20174%         1.240           718         Residential         0.20174%         1.240           720         Residential         0.13856%         834           719         Residential         0.18775%         1.154           722         Residential         0.18775%         1.154           724         Residential         0.18775%         1.154           725         Residential         0.18775%         1.154           726         Residential         0.13276%         816           731         Residential         0.13276%         816           732         Residential         0.13536%         832           733 <td></td> <td></td> <td>Undivided</td> <td></td>			Undivided		
708         Residential         0.189219         1.163           709         Residential         0.20207%         1.242           710         Residential         0.13276%         815           711         Residential         0.13276%         815           711         Residential         0.13536%         832           714         Residential         0.13731%         844           716         Residential         0.13731%         844           716         Residential         0.20174%         1.240           717         Residential         0.20174%         1.240           718         Residential         0.20174%         1.240           719         Residential         0.13569%         834           719         Residential         0.18775%         1.154           720         Residential         0.18775%         1.154           721         Residential         0.18775%         1.154           722         Residential         0.1356%         832           730         Residential         0.13276%         816           731         Residential         0.1356%         832           733         Residential			Ownership		
709         Residentiai         0.10217%         1.242           710         Residentiai         0.13276%         815           711         Residentiai         0.13276%         815           711         Residentiai         0.13276%         815           711         Residentiai         0.13276%         832           714         Residentiai         0.13731%         844           716         Residentiai         0.20174%         1.240           718         Residentiai         0.20174%         1.240           720         Residentiai         0.1875%         1.154           721         Residentiai         0.18775%         1.154           722         Residentiai         0.18775%         1.154           723         Residentiai         0.18775%         1.154           724         Residentiai         0.13276%         816           730         Residentiai         0.13536%         832           730         Residentiai         0.1356%         832           733         Residentiai         0.1356%         832           734         Residentiai         0.1356%         832           733         Residentiai	L	ويرو ويسترد بالمراجع والمستحدين في تشكر فتناسب ومستحدث المراجع والمستحد المراجع المراجع المراجع المراجع المراجع	Interest -	Phase II Unit Area	
710         Residential         0.13276%         815           711         Residential         0.20402%         1.254           712         Residential         0.13731%         844           716         Residential         0.13731%         844           716         Residential         0.13731%         844           716         Residential         0.20174%         1.240           717         Residential         0.20174%         1.240           718         Residential         0.20174%         1.240           720         Residential         0.18775%         1.154           722         Residential         0.18775%         1.154           724         Residential         0.18775%         1.154           728         Residential         0.13276%         832           729         Residential         0.13276%         816           731         Residential         0.13276%         816           732         Residential         0.13276%         816           733         Residential         0.1356%         832           734         Residential         0.1356%         832           735         Residential		Residential	0.18921%	1,163	
711         Residential         0.20402%         1.254           712         Residential         0.13536%         832           714         Residential         0.13731%         844           716         Residential         0.13731%         844           716         Residential         0.13731%         844           716         Residential         0.13669%         833           717         Residential         0.20174%         1.240           718         Residential         0.20174%         1.240           720         Residential         0.13569%         833           721         Residential         0.18775%         1.154           722         Residential         0.18872%         1.160           726         Residential         0.13764%         846           728         Residential         0.13764%         846           731         Residential         0.13276%         816           731         Residential         0.13276%         816           732         Residential         0.13536%         832           733         Residential         0.13536%         832           734         Residential		Residential	0.20207%	1,242	
Tit         Residential         0.13536%         632           714         Residential         0.13731%         844           716         Residential         0.13731%         844           716         Residential         0.13731%         844           716         Residential         0.20174%         1.240           718         Residential         0.20174%         1.240           719         Residential         0.1875%         1.154           720         Residential         0.18775%         1.154           721         Residential         0.18775%         1.154           722         Residential         0.18775%         1.154           723         Residential         0.13536%         832           730         Residential         0.1356%         816           731         Residential         0.1356%         816           732         Residential         0.1356%         832           733         Residential         0.13520%         831           734         Residential         0.1356%         832           737         Residential         0.18775%         1.154           746         Residential		Residential	0.13276%	816	
714         Residential         0.13731%         844           716         Residential         0.13487%         829           717         Residential         0.20174%         1.240           718         Residential         0.13569%         834           719         Residential         0.1369%         834           719         Residential         0.1875%         1.154           720         Residential         0.18872%         1.160           724         Residential         0.18775%         1.154           726         Residential         0.13731%         846           730         Residential         0.13756%         816           731         Residential         0.13764%         846           732         Residential         0.1356%         832           733         Residential         0.1356%         832           734         Residential         0.1356%         832           735         Residential         0.1356%         832           737         Residential         0.1356%         832           737         Residential         0.1356%         538           742         Residential         0		Residential	0.20402%	1,254	
716         Residential         0.13487%         629           717         Residential         0.20174%         1.240           718         Residential         0.20174%         1.240           719         Residential         0.20174%         1.240           720         Residential         0.13569%         834           719         Residential         0.18775%         1.154           722         Residential         0.18775%         1.154           722         Residential         0.18775%         1.164           726         Residential         0.13536%         832           729         Residential         0.13276%         816           731         Residential         0.13276%         831           733         Residential         0.13276%         832           733         Residential         0.13520%         831           734         Residential         0.13536%         832           735         Residential         0.13536%         832           736         Residential         0.13536%         832           737         Residential         0.13536%         832           736         Residential		Residential	0.13536%	832	
717         Residential         0.10174%         1.240           718         Residential         0.13569%         834           719         Residential         0.20174%         1.240           720         Residential         0.13569%         834           719         Residential         0.18775%         1.154           722         Residential         0.18775%         1.160           724         Residential         0.18775%         1.154           725         Residential         0.18775%         1.154           726         Residential         0.13536%         832           729         Residential         0.13764%         816           731         Residential         0.13526%         831           733         Residential         0.13526%         832           733         Residential         0.13520%         831           734         Residential         0.13526%         832           735         Residential         0.13536%         832           736         Residential         0.1356%         832           737         Residential         0.13536%         534           738         Residential			0.13731%	844	
718         Residential         0.13569%         834           719         Residential         0.20174%         1,240           720         Residential         0.18775%         1,154           722         Residential         0.14854%         913           724         Residential         0.18775%         1,160           726         Residential         0.18775%         1,154           728         Residential         0.18775%         1,154           728         Residential         0.13536%         832           729         Residential         0.13276%         816           731         Residential         0.13520%         831           732         Residential         0.13520%         831           733         Residential         0.1356%         832           733         Residential         0.13536%         841           736         Residential         0.13536%         832           737         Residential         0.0868%         534           738         Residential         0.08753%         538           742         Residential         0.18775%         1.154           743         Residential		Residential		829	
719         Residential         0.20174%         1.240           720         Residential         0.18775%         1.154           722         Residential         0.18872%         1.160           724         Residential         0.18775%         1.154           725         Residential         0.18775%         1.154           726         Residential         0.18775%         1.154           728         Residential         0.13536%         832           729         Residential         0.13276%         816           731         Residential         0.13520%         831           732         Residential         0.13520%         831           733         Residential         0.13520%         831           734         Residential         0.13536%         832           735         Residential         0.13536%         832           736         Residential         0.13536%         832           737         Residential         0.13536%         832           738         Residential         0.18775%         1.154           740         Residential         0.18775%         1.154           745         Residential <td></td> <td>Residential</td> <td>0.20174%</td> <td>1,240</td>		Residential	0.20174%	1,240	
720         Residential         0.10114/s         1.240           722         Residential         0.18775%         1.154           722         Residential         0.18872%         1.160           726         Residential         0.18775%         1.154           728         Residential         0.18775%         1.154           728         Residential         0.13536%         832           729         Residential         0.13276%         816           731         Residential         0.13276%         816           732         Residential         0.13276%         816           733         Residential         0.13276%         816           734         Residential         0.13536%         832           735         Residential         0.13276%         816           736         Residential         0.13683%         841           736         Residential         0.13536%         832           737         Residential         0.13673%         534           738         Residential         0.08753%         538           742         Residential         0.18775%         1.154           745         Residential			0.13569%	834	
722         Residential         0.14854%         913           724         Residential         0.14854%         913           724         Residential         0.18872%         1.160           726         Residential         0.18775%         1.154           728         Residential         0.13536%         832           729         Residential         0.13276%         816           731         Residential         0.13276%         816           732         Residential         0.13536%         832           733         Residential         0.13536%         832           733         Residential         0.13536%         832           733         Residential         0.13536%         832           734         Residential         0.13536%         832           735         Residential         0.13683%         841           736         Residential         0.08688%         534           738         Residential         0.08493%         522           740         Residential         0.18775%         1.154           745         Residential         0.18775%         1.154           745         Residential		Residential	0.20174%	1,240	
724         Residential         0.18872%         1.160           726         Residential         0.18877%         1.154           728         Residential         0.13536%         832           729         Residential         0.20613%         1.267           730         Residential         0.13276%         816           731         Residential         0.13764%         846           732         Residential         0.13536%         832           733         Residential         0.13536%         832           733         Residential         0.13536%         831           734         Residential         0.13536%         832           735         Residential         0.13536%         832           736         Residential         0.13536%         832           737         Residential         0.08688%         534           738         Residential         0.08753%         538           742         Residential         0.18775%         1.154           743         Residential         0.18775%         1.154           745         Residential         0.18775%         1.154           745         Residential			0.18775%	1,154	
726         Residential         0.18775%         1,154           728         Residential         0.13536%         832           729         Residential         0.20613%         1.267           730         Residential         0.13276%         816           731         Residential         0.13764%         846           732         Residential         0.13536%         832           733         Residential         0.13520%         831           734         Residential         0.13520%         831           735         Residential         0.13536%         832           737         Residential         0.13536%         832           738         Residential         0.13536%         832           737         Residential         0.08688%         534           738         Residential         0.08753%         538           742         Residential         0.18775%         1.154           743         Residential         0.18775%         1.154           745         Residential         0.18775%         1.154           746         Residential         0.18921%         1.63           747         Residential		Residential	0.14854%	913	
726       Residential       0.18775%       1,154         728       Residential       0.13536%       832         729       Residential       0.20613%       1.267         730       Residential       0.13276%       816         731       Residential       0.13764%       846         732       Residential       0.13536%       832         733       Residential       0.13520%       831         734       Residential       0.13520%       816         735       Residential       0.13536%       841         736       Residential       0.13536%       832         737       Residential       0.13536%       832         738       Residential       0.13536%       832         740       Residential       0.08493%       522         740       Residential       0.18775%       1.154         743       Rosidential       0.18775%       1.154         745       Residential       0.18775%       1.154         746       Residential       0.18276%       816         809       Residential       0.18276%       816         811       Residential       0.13276%			0 18872%	1,160	
729         Residential         0.20613%         1.267           730         Residential         0.13276%         816           731         Residential         0.13276%         846           732         Residential         0.13536%         832           733         Residential         0.13536%         832           733         Residential         0.13520%         831           734         Residential         0.13536%         841           736         Residential         0.13536%         841           736         Residential         0.13536%         832           737         Residential         0.08688%         534           738         Residential         0.08753%         538           742         Residential         0.18775%         1.154           743         Residential         0.18775%         1.154           745         Residential         0.18775%         1.154           746         Residential         0.18775%         1.154           747         Residential         0.18921%         1.63           809         Residential         0.18921%         1.242           810         Residential		Residential	0.18775%	1,154	
730         Residential         0.13276%         816           731         Residential         0.13276%         816           732         Residential         0.1356%         832           733         Residential         0.1356%         832           733         Residential         0.1356%         832           733         Residential         0.13276%         816           734         Residential         0.13276%         816           735         Residential         0.13276%         816           736         Residential         0.13276%         816           737         Residential         0.13536%         832           737         Residential         0.08493%         522           740         Residential         0.08753%         538           742         Residential         0.18775%         1.154           743         Residential         0.18775%         1.154           745         Residential         0.18775%         1.154           746         Residential         0.18921%         1.63           809         Residential         0.18921%         1.63           809         Residential		Residential	0.13536%		
731         Residential         0.13764%         846           732         Residential         0.13764%         846           733         Residential         0.13536%         832           733         Residential         0.13520%         831           734         Residential         0.13520%         831           735         Residential         0.1356%         816           735         Residential         0.13586%         832           737         Residential         0.13536%         832           737         Residential         0.08688%         534           738         Residential         0.08493%         522           740         Residential         0.08493%         522           740         Residential         0.18775%         1.154           743         Residential         0.18775%         1.154           745         Residential         0.18775%         1.154           746         Residential         0.18275%         1.154           747         Residential         0.19523%         1.200           808         Residential         0.19523%         1.200           808         Residential		Residential	0.20613%	1,267	
732         Residential         0.13536%         832           733         Residential         0.13536%         831           734         Residential         0.13520%         831           735         Residential         0.13520%         831           736         Residential         0.13536%         841           736         Residential         0.13536%         832           737         Residential         0.13536%         832           738         Residential         0.08688%         534           738         Residential         0.08493%         522           740         Residential         0.08753%         538           742         Residential         0.18775%         1.154           743         Residential         0.18775%         1.154           745         Residential         0.18775%         1.154           746         Residential         0.18775%         1.154           747         Residential         0.19523%         1.200           808         Residential         0.19523%         1.200           808         Residential         0.13526%         832           814         Residential		Residential	0.13276%	816	
733       Residential       0.13530%       831         734       Residential       0.13520%       831         735       Residential       0.13276%       816         735       Residential       0.13536%       841         736       Residential       0.13536%       832         737       Residential       0.08688%       534         738       Residential       0.08493%       522         740       Residential       0.08753%       538         742       Residential       0.18775%       1.154         743       Rosidential       0.18775%       1.154         743       Residential       0.18775%       1.154         743       Residential       0.18775%       1.154         745       Residential       0.18775%       1.154         746       Residential       0.1823%       1.200         808       Residential       0.19523%       1.200         808       Residential       0.19523%       1.200         808       Residential       0.13276%       816         811       Residential       0.13276%       816         811       Residential       0.13536% </td <td></td> <td>Residential</td> <td>0.13764%</td> <td>846</td>		Residential	0.13764%	846	
734         Residential         0.13276%         816           735         Residential         0.13276%         816           736         Residential         0.13536%         832           737         Residential         0.13536%         832           738         Residential         0.08688%         534           738         Residential         0.08493%         522           740         Residential         0.08753%         538           742         Residential         0.18775%         1.154           743         Rosidential         0.18775%         1.154           745         Residential         0.18775%         1.154           745         Residential         0.18775%         1.154           746         Residential         0.18775%         1.154           747         Residential         0.18276%         1.63           809         Residential         0.18276%         1.63           809         Residential         0.19523%         1.200           808         Residential         0.13276%         816           811         Residential         0.13276%         816           811         Residential		Residential	0.13536%	832	
735       Residential       0.13683%       841         736       Residential       0.13683%       832         737       Residential       0.08688%       534         738       Residential       0.08493%       522         740       Residential       0.08753%       538         742       Residential       0.18775%       1.154         743       Residential       0.18775%       1.154         745       Residential       0.18775%       1.154         746       Residential       0.18775%       1.154         747       Residential       0.18775%       1.154         748       Residential       0.18775%       1.154         747       Residential       0.18775%       1.154         748       Residential       0.18775%       1.154         748       Residential       0.1823%       1.200         808       Residential       0.18921%       1.163         809       Residential       0.13276%       816         811       Residential       0.13536%       832         814       Residential       0.13731%       844         816       Residential       0.1373		Residential	0.13520%	831	
736       Residential       0.13536%       832         737       Residential       0.08688%       534         738       Residential       0.08688%       534         738       Residential       0.08493%       522         740       Residential       0.08753%       538         742       Residential       0.18775%       1.154         743       Residential       0.18775%       1.154         745       Residential       0.18775%       1.154         746       Residential       0.18775%       1.154         747       Residential       0.18775%       1.154         748       Residential       0.18775%       1.154         748       Residential       0.1823%       1,200         808       Residential       0.1823%       1,200         808       Residential       0.1821%       1.163         809       Residential       0.13276%       816         811       Residential       0.13536%       832         814       Residential       0.13536%       832         814       Residential       0.13731%       844         816       Residential       0.13569% </td <td></td> <td>Residential</td> <td>0 13276%</td> <td>816</td>		Residential	0 13276%	816	
737         Residential         0.103307/s         032           738         Residential         0.08688%         534           738         Residential         0.08493%         522           740         Residential         0.08753%         538           742         Residential         0.18775%         1.154           743         Residential         0.18775%         1.154           745         Residential         0.18775%         1.154           746         Residential         0.18775%         1.154           747         Residential         0.18775%         1.154           748         Residential         0.18775%         1.154           748         Residential         0.19523%         1,200           808         Residential         0.1821%         1,163           809         Residential         0.13276%         816           811         Residential         0.13276%         816           811         Residential         0.13536%         832           814         Residential         0.13731%         844           816         Residential         0.1356%         832           817         Residential <td></td> <td></td> <td>0.13683%</td> <td>841</td>			0.13683%	841	
738         Residential         0.08493%         522           740         Residential         0.08753%         538           742         Residential         0.18775%         1.154           743         Residential         0.18775%         1.154           743         Residential         0.18775%         1.154           745         Residential         0.18775%         1.154           746         Residential         0.18775%         1.154           747         Residential         0.18775%         1.154           748         Residential         0.18775%         1.154           748         Residential         0.19523%         1.200           808         Residential         0.18921%         1.163           809         Residential         0.13276%         816           811         Residential         0.13276%         816           811         Residential         0.13536%         832           814         Residential         0.13731%         844           816         Residential         0.1374%         829           817         Residential         0.1356%         834           819         Residential <td></td> <td>Residential</td> <td>0.13536%</td> <td>832</td>		Residential	0.13536%	832	
740         Residential         0.0013378         522           740         Residential         0.08753%         538           742         Residential         0.18775%         1.154           743         Residential         0.18775%         1.154           743         Residential         0.18775%         1.154           745         Residential         0.18775%         1.154           746         Residential         0.18775%         1.154           747         Residential         0.18775%         1.154           748         Residential         0.28390%         1.745           748         Residential         0.19523%         1.200           808         Residential         0.18921%         1.163           809         Residential         0.20207%         1.242           810         Residential         0.13276%         816           811         Residential         0.13536%         832           811         Residential         0.13731%         844           816         Residential         0.13746%         829           817         Residential         0.13569%         834           819         Residenti		Residential	0.08688%	534	
742         Residential         0.00733%         538           743         Residential         0.18775%         1.154           743         Residential         0.18775%         1.154           745         Residential         0.18775%         1.154           746         Residential         0.18775%         1.154           747         Residential         0.18775%         1.154           748         Residential         0.28390%         1.745           748         Residential         0.19523%         1.200           808         Residential         0.18921%         1.163           809         Residential         0.20207%         1.242           810         Residential         0.20402%         1.254           811         Residential         0.13536%         832           814         Residential         0.13731%         844           816         Residential         0.13746%         829           817         Residential         0.20174%         1.240           818         Residential         0.13569%         834           619         Residential         0.20174%         1.240		Residential		522	
743       Residential       0.18775%       1.154         745       Residential       0.18775%       1.154         746       Residential       0.18775%       1.154         747       Residential       0.18775%       1.154         748       Residential       0.18775%       1.154         748       Residential       0.28390%       1.745         748       Residential       0.19523%       1.200         808       Residential       0.18921%       1.163         809       Residential       0.20207%       1.242         810       Residential       0.13276%       816         811       Residential       0.13536%       832         814       Residential       0.13731%       844         816       Residential       0.13487%       829         817       Residential       0.20174%       1.240         818       Residential       0.13569%       834         619       Residential       0.20174%       1.240		Residential	0.08753%	538	
745       Residential       0.18775%       1,154         746       Residential       0.18775%       1,154         747       Residential       0.28390%       1,745         748       Residential       0.19523%       1,200         808       Residential       0.18921%       1,163         809       Residential       0.20207%       1,242         810       Residential       0.13276%       816         811       Residential       0.13536%       832         814       Residential       0.13731%       844         816       Residential       0.13487%       829         817       Residential       0.20174%       1,240         818       Residential       0.13569%       834         819       Residential       0.20174%       1,240			0.18775%	1,154	
746         Residential         0.10713/a         1,134           747         Residential         0.18775%         1,154           747         Residential         0.28390%         1,745           748         Residential         0.19523%         1,200           808         Residential         0.1821%         1,163           809         Residential         0.20207%         1,242           810         Residential         0.13276%         816           811         Residential         0.20402%         1,254           812         Residential         0.13536%         832           814         Residential         0.13731%         844           816         Residential         0.13487%         829           817         Residential         0.20174%         1,240           818         Residential         0.13569%         834           819         Residential         0.20174%         1,240		Residential	0.18775%	1,154	
747       Residential       0.1077378       1,134         748       Residential       0.28390%       1,745         748       Residential       0.19523%       1,200         808       Residential       0.18921%       1,163         809       Residential       0.20207%       1,242         810       Residential       0.13276%       816         811       Residential       0.20402%       1,254         812       Residential       0.13536%       832         814       Residential       0.13731%       844         816       Residential       0.13487%       829         817       Residential       0.20174%       1,240         818       Residential       0.13569%       834         619       Residential       0.20174%       1,240		Residential	0.18775%	1,154	
748         Residential         0.19523%         1,200           808         Residential         0.19523%         1,163           809         Residential         0.20207%         1,242           810         Residential         0.13276%         816           811         Residential         0.20402%         1,254           812         Residential         0.13536%         832           814         Residential         0.13731%         844           816         Residential         0.1374%         829           817         Residential         0.20174%         1,240           818         Residential         0.13569%         834           619         Residential         0.20174%         1,240		Residential	0.18775%	1,154	
808         Residential         0.1602076         1,163           809         Residential         0.20207%         1,242           810         Residential         0.13276%         816           811         Residential         0.20402%         1,254           812         Residential         0.13536%         832           814         Residential         0.13731%         844           816         Residential         0.1374%         1,240           817         Residential         0.20174%         1,240           818         Residential         0.13569%         834           619         Residential         0.20174%         1,240			0.28390%	1,745	
809         Residential         0.10321%         1,163           810         Residential         0.20207%         1,242           810         Residential         0.13276%         816           811         Residential         0.20402%         1,254           812         Residential         0.13536%         832           814         Residential         0.13731%         844           816         Residential         0.13487%         829           817         Residential         0.20174%         1,240           818         Residential         0.13569%         834           619         Residential         0.20174%         1,240		Residential	0.19523%	1,200	
810         Residential         0.13276%         816           811         Residential         0.13276%         816           811         Residential         0.20402%         1,254           812         Residential         0.13536%         832           814         Residential         0.13731%         844           816         Residential         0.13487%         829           817         Residential         0.20174%         1,240           818         Residential         0.13569%         834           819         Residential         0.20174%         1,240		· · · · ·	0.18921%	1,163	
811         Residential         0.20402%         1,254           812         Residential         0.13536%         832           814         Residential         0.13731%         844           816         Residential         0.13487%         829           817         Residential         0.20174%         1,240           818         Residential         0.13569%         834           819         Residential         0.20174%         1,240			0.20207%	1,242	
812         Residential         0.13536%         832           814         Residential         0.13731%         844           816         Residential         0.1374%         829           817         Residential         0.20174%         1.240           818         Residential         0.13569%         834           819         Residential         0.20174%         1.240		<b>.</b>	0.13276%	816	
814         Residential         0.13731%         844           816         Residential         0.13487%         829           817         Residential         0.20174%         1,240           818         Residential         0.13569%         834           619         Residential         0.20174%         1,240			0.20402%	1,254	
816         Residential         0.13487%         829           817         Residential         0.20174%         1,240           818         Residential         0.13569%         834           619         Residential         0.20174%         1,240				832	
817         Residential         0.20174%         1.240           818         Residential         0.13569%         834           619         Residential         0.20174%         1.240		Residential	0.13731%	844	
818         Residential         0.13569%         834           819         Residential         0.20174%         1.240		· · · · ·	0.13487%	829	
619 Residential 0.20174% 1.240		Residential	0.20174%	1,240	
619 Residential 0.20174% 1,240			0.13569%	834	
		Residential	0.20174%		
820 Residentiat 0.18775% 1,154		Residential	0.18775%		
822 Residential 0.14854% 913	822	Residential	0.14854%		

EXHIBIT B	
ALLOCATION OF OWNERSHIP	MITCOCOTO

"Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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ALLOCATION OF OWNERSHIP INTERESTS			
	Undivided		
		Ownership	
Unit #	Туре	Interest - P	hase II Unit Area
938	Residential	0.08493%	522
940	Residential	0.08753%	538
942	Residential	0.18775%	1,154
943	Residential	0.18775%	1,154
945	Residential	0.18775%	1,154
946	Residential	0.18775%	1,154
947	Residential	0.28390%	1,745
948	Residential	0.19523%	1,200
1008	Residential	0.18921%	1,163
1009	Residential	0.20207%	1,242
1010	Residential	0.13276%	816
1011	Residential	0.20402%	1,254
1012	Residential	0 13536%	832
1014	Residential	0.13731%	844
1016	Residential	0.13487%	829
1017	Residential	0.20174%	1,240
1018	Residential	0.13569%	834
1019	Residential	0.20174%	1,240
1020	Residential	0.18775%	1,154
1022	Residential	0.14854%	913
1024	Residential	0.18872%	1,160
1026	Residential	0.18775%	1,154
1028	Residential	0.13536%	832
1029	Residential	0.20613%	1.267
1030	Residential	0.13276%	816
1031	Residential	0.13764%	846
1032	Residential	0.13536%	832
1033	Residential	0.13520%	831
1034	Residential	0.13276%	816
1035	Residential	0.13683%	841
1036	Residential	0.13536%	832
1037	Residential	0.08688%	534
1038	Residential	0.08493%	522
1040	Residential	0.08753%	538
1042	Residential	0.18775%	1,154
1043	Residential	0.18775%	1,154
1045	Residential	0.18775%	1,154
1046	Residential	0.18775%	1,154
1047	Residential	0.28390%	. 1,745
1048	Residential	0.19523%	1.200
1108	Residential	0.18921%	1,163
1109	Residential	0.20207%	1,242
1110	Residential	0.13276%	816
1111	Residential	0 20402%	1,254

EXHIBIT B ALLOCATION OF OWNERSHIP INTERESTS

and the second second

والتدار بسيعادهو بمدافة وتربيته الدركا فافتاح الدكاب

\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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	ALLOCATION OF OW		ESIS
		Undivided	, I
فل المراز	<b>*</b>	Ownership	<b>A</b> 1 <b>1 1 1 1 1</b>
	Туре	interest -	Phase II Unit Area
1112	Residential	0 13536%	832
1114	Residential	0.13731%	844
1116	Residential	0.13487%	829
1117	Residential	0.20174%	1,240
1118	Residential	0.13569%	834
1119	Residential	0.20174%	1,240
1120	Residential	0.18775%	1,154
1122	Residential	0.14854%	913
1124	Residential	0.18872%	1,160
1126 1128	Residential	0.18775%	1,154
	Residential	0.13536%	832
1129 1130	Residential	0.20613%	1,267
1130	Residential	0.13276%	816
1132	Residential	0.13764%	846
1132	Residential Residential	0 13536%	832
1133	Residential	0.13520% 0.13276%	831
1134	Residential	0.13276%	816
1136	Residential	0.13536%	841
1137	Residential	0.08688%	832 534
1138	Residential	0.08493%	534 522
1140	Residential	0.08753%	538
1142	Residential	0.18775%	1,154
1143	Residential	0.18775%	1,154
1145	Residential	0.18775%	1,154
1146	Residential	0.18775%	1,154
1147	Residential	0.28390%	1,745
1148	Residential	0.19523%	1,200
1208	Residential	0.15921%	1,163
1209	Residential	0 20207%	1,242
1210	Residential	0.13276%	816
1211	Residential	0.20402%	1,254
1212	Residential	0.13536%	832
1214	Residential	0 13731%	844
1216	Residential	0.13487%	829
1217	Residential	0 20174%	1,240
1218	Residential	0.13569%	834
1219	Residential	0.20174%	1.240
1220	Residential	0 18775%	1,154
1222	Residential	0.14854%	913
1224	Residential	0.18872%	1,160
1226	Residential	0.18775%	1,154
1228	Residential	0.13536%	832
1229	Residential	0 206 13%	1,267
		. 2	

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EXHIBIT B ALLOCATION OF OWNERSHIP INTERESTS

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\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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ALLOCATION OF OWNERSHIP INTERESTS					
Undivided					
		Ownership			
Unit #	Туре	•	Phase II Unit Area		
1230	Residential	0.13276%	816		
1231	Residential	0.13764%	846		
1232	Residential	0.13536%	832		
1233	Residential	0.13520%	831		
1234	Residential	0.13276%	816		
1235	Residential	0.13683%	841		
1236	Résidential	0.13536%	832		
1237	Residential	0.08688%	534		
1238	Residential	0.08493%	522		
1240	Residential	0.08753%	538		
1242	Residential	0.18775%	1,154		
1243	Residential	0.18775%	1,154		
1245	Residential	0.18775%	1,154		
1246	Residential	0.18775%	1,154		
1247	Residential	0 28390%	1,745		
1248	Residential	0.19523%	1,200		
1408	Residential	0.18921%	1,163		
1409	Residential	0.20207%	1.242		
1410	Residential	0.13276%	816		
1411	Residential	0.20402%	1,254		
1412	Residential	0.13536%	832		
1414	Residential	0.13731%	844		
1416	Residential	0.13487%	829		
1417	Residential	0 20174%	1,240		
1418	Residential	0.13569%	834		
1419	Residential	0.20174%	1,240		
1420	Residential	0.18775%	1,154		
1422	Residential	0.14854%	913		
1424	Residential	0.18872%	1,160		
1426	Residential	0.18775%	1,154		
1428	Residential	0.13536%	832		
1429	Residential	0.20613%	1,267		
1430	Residential	0.13276%	816		
1431	Residential	0 13764%	846		
1432	Residential	0 13536%	832		
1433	Residential	0.13520%	831		
1434	Residential	0.13276%	816		
1435	Residential	0.13683%	841		
1436	Residential	0.13536%	832		
1437	Residential	0.08688%	534		
1438	Residential	0 08493%	522		
1440	Residential	0.08753%	538		
1442	Residential	0.18775%	1,154		
1443	Residential	0 18775%	1,154		

EXHIBIT B ALLOCATION OF OWNERSHIP INTEREST

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\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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ALLOCATION OF OWNERSHIP INTERESTS					
	Undivided				
1 1 10 41		Ownership			
Unit #	Туре	Interest -	Phase It Unit Area		
1445	Residential	0.18775%	1,154		
1446	Residential	0.18775%	1,154		
1447	Residential	0.28390%	1,745		
1448	Residential	0 19523%	1,200		
1508	Residential	0.18921%	1,163		
1509	Residential	0.20207%	1,242		
1510	Residential	0.13276%	816		
1511	Residential	0.20402%	1,254		
1512	Residential	0.13536%	832		
1514	Residential	0.13731%	844		
1516	Residential	0.13487%	829		
1517	Residential	0.20174%	1.240		
1518	Residential	0.13569%	834		
1519	Residential	0.20174%	1,240		
1520	Residential	0.18775%	1,154		
1522	Residential	0.14854%	913		
1524	Residential	0.18872%	1,160		
1526	Residential	0.18775%	1,154		
1528	Residential	0.13536%	832		
1529	Residential	0.20613%	1,267		
1530	Residential	0.13276%	816		
1531	Residential	0.13764%	846		
1532	Residential	0.13536%	832		
1533	Residential	0.13520%	831		
1534	Residential	0.13276%	816		
1535	Residential	0.13683%	841		
1536	Residential	0.13536%	832		
1537	Residential	0.08688%	534		
1538	Residential	0.08493 ‰	522		
1540	Residential	0.08753%	538		
1542	Residential	0 18775%	1,154		
1543	Residential	0.18775%	1,154		
1545	Residential	0 18775%	1,154		
1546	Residential	0.18775%	1,154		
1547	Residential	0.28390%	1,745		
1548	Residential	0.19523%	1,200		
1608	Residential	0.18921%	1,163		
1609	Residential	0 20207%	1,242		
1610	Residential	0 13276%	816		
1611	Residential	0.14919%	917		
1613	Residential	0.15179%	933		
1614	Residential	0.13536%	832		
1515	Residentia!	0 14919%	917		
1646	Residential	0.13731%	844		

EXHIBIT B ALLOCATION OF OWNERSHIP INTEREST

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\*Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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r	ALLOCATION OF OWNERSHIP INTERESTS				
		Undivided			
11.4.4		Ownership			
Unit #	Туре	Interest -	Phase II Unit Area		
1617	Residential	0.15179%	933		
1618	Residential	0.13487%	829		
1619	Residential	0.14919%	917		
1620	Residential	0.13569%	834		
1621	Residential	0.14919%	917		
1623	Residential	0.14919%	917		
1625	Residential	0.14919%	917		
1626	Residential	0.18775%	1,154		
1627	Residential	0.15033%	924		
1628	Residential	0.26308%	1.617		
1630	Residential	0.30912%			
1632	Residential	0.30993%	1,900		
1633	Residential	0 15098%	1,905		
1634	Residential	0.13487%	928		
1635	Residential	0.14919%	829		
1636	Residential	0.13276%	917		
1637	Residential	0 14919%	816		
1639	Residential	0.14919%	917		
1640	Residential	0.13536%	917		
1641	Residential	0 14919%	832		
1642	Residential	0.13276%	917		
1643	Residential	0.14919%	816		
1645	Residential	0.14919%	917		
1646	Residential	0.13536%	917		
1647	Residential	0.15049%	832		
1648	Residential	0.16969%	925		
1649	Residential	0.16806%	1,043		
1650	Residential	0.16969%	1,033		
1652	Residential	0.18775%	1.043		
1653	Residential	0.18775%	1,154		
1655	Residential	0.18775%	1,154		
1656	Residential	0 18775%	1,154		
1657	Residential	0.28390%	1,154		
1658	Residentiai	0.19523%	1,745		
CU-5	Commercial	0.08135%	1,200		
CU-6	Commercial	0.08135%	500		
		0.0013370	560		

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"Square footages are for descriptive purposes only and do not represent the actual as-built conditions of the units.

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# DECLARATION

## 2006 Amendment

### SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM

This Second Amendment to Condominium Declaration for the Renaissance on Turtle Creek ("Second Amendment") is made by Turtle Creek Development, LP, a Delaware limited partnership (the "Declarant") on this 10th day of May, 2006.

#### BACKGROUND

A. The Declarant filed the Condominium Declaration for THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM, recorded under Deed Book 230 at Page 06012 on November 25, 2002, in the Real Property Records of Dallas County, Texas; as amended by the Amendment to Condominium Declaration for The Renaissance on Turtle Creek Condominium, recorded under Deed Book 2003169 at Page 0049 on August 28, 2003, in the Real Property Records of Dallas County, Texas (the "Declaration") and covering the Land described in Exhibit C attached hereto;

B. Pursuant to Section 3.4 of the Declaration and the Act, the Declarant has the right to exercise the Development Rights, including subdividing Units creating Residential Units, creating Commercial Units and making corresponding corrections to the Declaration;

C. The Declaration lists the square footage of each Unit and the fractional ownership interest of each Unit in Exhibit B attached to the Declaration; and

D. Declarant owns Commercial Units 008 and 012, both located in Building B, and wishes to subdivide Commercial Unit 008 into Unit 008 (which was previously the upper level of Commercial Unit 008) and Commercial Unit B1 (which was previously the lower level of Commercial Unit 008) and to subdivide Commercial Unit 012 into Unit 012 (which was previously the upper level of Commercial Unit 012) and Commercial Unit B1 (which was previously the lower level of Commercial Unit 012).

E. Declarant further wishes to designate Unit 008 and Unit 012 as Residential Units. Commercial Unit (CU)-B1 and Commercial Unit (CU)-B2 will remain Commercial Units.

F. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration.

#### AGREEMENT

NOW, THEREFORE, the Declaration is amended as hereinafter provided:

- 1. The Declaration is hereby amended to reflect Unit 008 (formerly known as the upper level of Commercial Unit 008) and Unit 012 (formerly known as the upper level of Commercial Unit 012) as Residential Units subject to the use restrictions set forth for Residential Units in Article 3 of the Declaration and elsewhere in the Declaration.
- 2. The Declaration is hereby amended to reflect CU-B1 (formerly known as the lower level of Commercial Unit 008) and CU-B2 (formerly known as the lower level of Commercial Unit 012) as Commercial Units subject to the use restriction set forth for Commercial Units in Article 3 of the Declaration and elsewhere in the Declaration.

SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM DALLAS 1116652\_6 8697.1

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- 3. <u>Exhibit B</u> of the Declaration is deleted and replaced with the <u>Exhibit B</u> attached to this Second Amendment, which correctly reflects the square footage and fractional ownership interest of each Unit, including the subdivided Units.
- 4. The Map attached as <u>Exhibit A</u> to the First Amendment is hereby amended to modify the depictions of Commercial Unit 008 (showing both the upper and lower levels) and Commercial Unit 012 (showing both the upper and lower levels) and the Map is supplemented with the attached <u>Exhibit A</u> which correctly depicts Residential Units 008 and 012. Commercial Units B1 and B2 will remain as reflected on the previous Map, however, each will only consist of the lower level.
- 5. All other provisions of the Declaration remain the same, except as to those which refer to the number of Units in the Condominium which shall now be 604 Residential Units and 8 Commercial Units.
- 6. If there is a conflict between the terms of this Second Amendment and the Declaration, then the terms of this Second Amendment shall control.

[Signature on following page.]

SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM DALLAS 1116652\_6 8697.1

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IN WITNESS WHEREOF, the Declarant has executed this Second Amendment on the date and year first written above.

TURTLE CREEK DEVELOPMENT, LP, a Delaware limited partnership

By: Turtle Creek GP, L.L.C., a Delaware limited liability company, as general partner

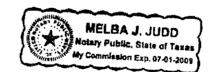
By: Name: Title: 5 ca -124

STATE OF TEXAS § SCOUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this  $10^{14}$  day of 3006, by 1000 as 1000 as 1000 as 1000 of Turtle Creek GP, L.L.C., a Delaware limited liability company as general partner of Turtle Creek Development, a Delaware limited partnership (the "Partnership"), which Partnership executed the foregoing instrument.

Public. State

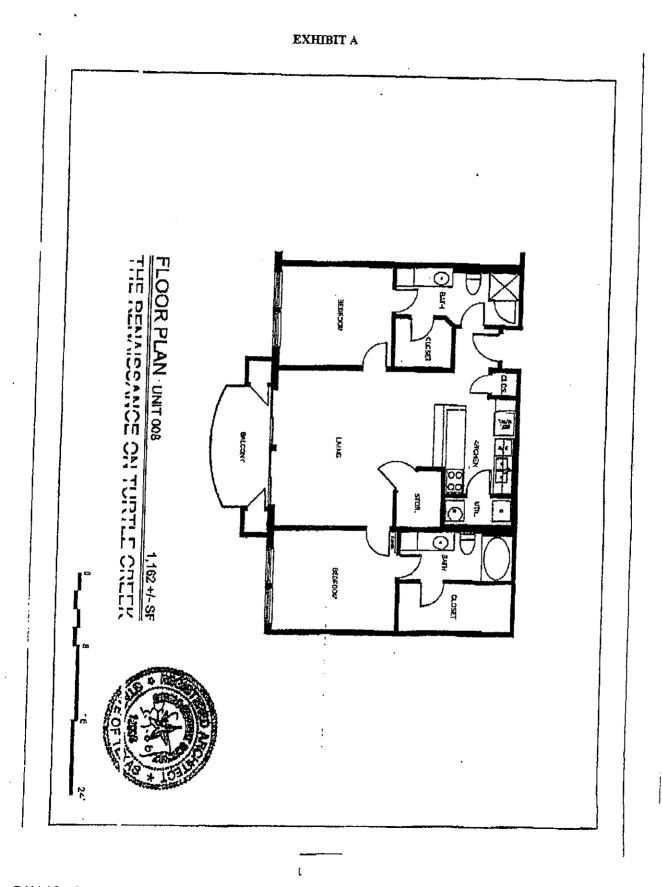
My Commission Expires:



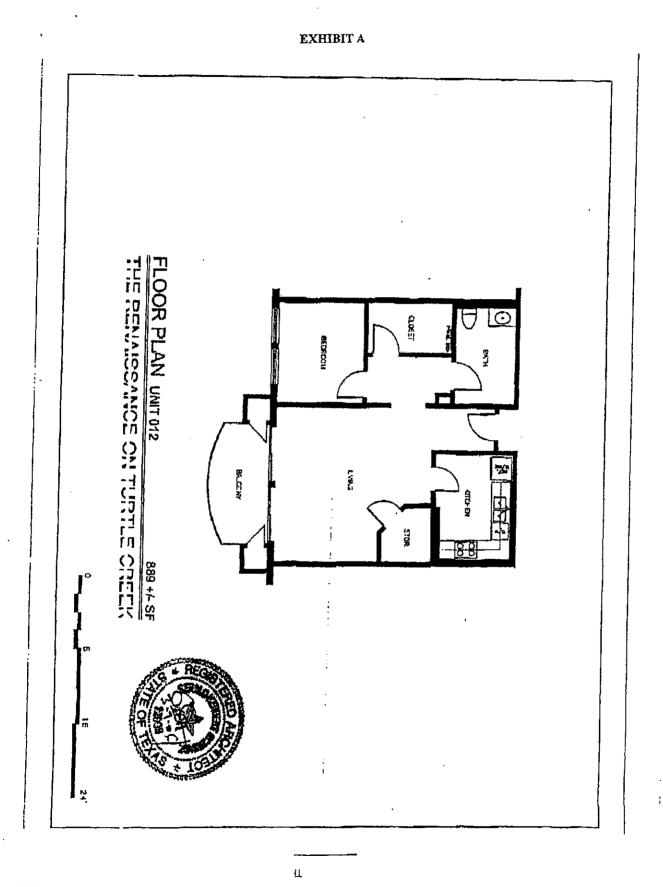
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SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM DALLAS 1116652\_6 8697.1

PAGE 3



Page 4



Page 5

#### ALLOCATION OF OWNERSHIP INTERESTS

#### Allocation of Ownership Interests <u>Un it</u> Type Notef Undivided Ownership Interest 1 01 Residential 829 Residential 0.13392% 2 01 Residential 1,126 0.18190% 3 01 · Residential 1,126 0.18190% 4 01 Residential 1,126 0.18190% 5 01 Residential 1,126 0.18190% 6 01 Rosidential 1,126 0.18190% 7 01 Residential 1,126 0.18190% R 01 **Residential** 1,126 0.18190% 9 01 Residential 1,126 0.18190% 10 01 Residential 1,126 0.18190% 11 01 Residential 1,126 0.18190% 12 01 Residential 1,126 0.18190% -14 01 Residential 1,126 0.18190% 15 01 Residential 1,126 0.18190% 16 01 Residential 1,126 0.18190% 17 01 Rosidential 1,126 0.18190% 18 01 Residential 1,126 0.18190% 19 01 Residential 1,128 0.18190% 20 01 Residential 1,126 0.18190% 21 01 Residential 1,126 0.18190% 22 01 Residential 1,855 0.29982% REAL 1 02 Residential 85Ê 0.13860% 2 02 Residential 13860% 848 '%

	~**	***	0.00	0.13860%
3	02	Residential	1,150	0.18577%
- 4	02	Residential	1,120	0.18093%
5	02	Residential	1,120	0.18093%
6	02	Residential	1,120	0.18093%
7	02	Residential	1,120	0.18093%
8	02	Residential	1,120	0.18093%
9	02	Residential	1,120	0.18093%
10	02	Rosidential	1,120	0.18093%
11	02	Residential	1 120	0.18093%
12	02	Residential	1 120	0.18093%
14	02	Residential	1,120	
15	02	Residential	1,120	0.18093%
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#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

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<u>Un (t</u>	Type	Notsf	Undivided Ownership interest
16 02	Residential	1,120	0.18093%
17 02	Residential	1,120	0.18093%
18 02	Residential	1,120	0.18093%
19 D2	Residential	1,120	0.18093%
20 02	Residential	1,120	0.18093%
21 02	Residential	1,120	0.18093%
22 02	Residential	1,856	0.29982%
管理操作			
2 03	Residential	858	0.13860%
3 03	Residential	1,152	0.18610%
4 03	Rosidontial	1,120	0.18093%
5 03	Residential	1,120	0.18093%
603	Residential	1,120	0.18093%
7 03	Residential	1,120	0.18093%
8 03	Residential	1,120	0.18093%
9 03	Residential	1,120	0.18093%
10 03	Residential	1,120	0.18093%
11 03	Residentiai	1,120	0.18093%
12 03	Residential	1,120	0.18093%
14 03	Residential	1,120	0.18093%
15 03	Residential	1,120	0.18093%
16 03	Residential	1,120	0.18093%
17 03	Residential	1,120	0,18093%
18 03	Residential	1,120	0.18093%
19 03	Residential	1,120	0.18093%
20 03	Residential	1,120	0.18093%
21 03	Residential	1,120	0.18093%
22 03	Residential	1,856	0.29982%
2 04	Residential	1,126	0.18190%
3 04	Residential	1,126	0.18190%
4 04	Residential	1,119	0.18077%
5 04	Residential	1, <b>126</b>	0.18190%
6 04	Residential	1,126	0.18190%
7 04	Residential	1,126	0.18190%
8 04	Rosidential	1,126	0.18190%
9 04	Residential	1,126	0.181907
10 04	Residential	1,126	0.18190%
11 04	Residential	1,126	0.18190%
12 04	Residential	1,126	0.18190%
14 04	Rosidential	1,126	0.18190%
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#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

Un II	Type	Net sf	Undivided Ownership Interest
15 04	Residential	1,126	0.18190%
16 04	Residential	1,126	0.18190%
17 04	Residential	1,126	0.18190%
18 04	Residential	1,126	0.18190%
19 04	Residential	1,126	0.18190%
20 04	Residential	1,126	0.18190%
21 04	Residential	1,126	0.18190%
22 04	Residential	1,856	0.29982%
2 05	Residential	712	5 44E008/
3 05	Residential	712	0.11502%
4 05	Residential	712	0.11502%
5 05	Residential	712	D.11502%
6 05	Residential	712	0.11502%
7 05	Residential	712	0.11502%
8 05	Residential	712	0.11502%
9 05	Residentiat	712	0.11502% 0.11502%
10 05	Residential	712	
11 05	Rosidential	712	0.11502% 0.11502%
12 05	Rosidential	712	0.11502%
14 05	Residential	712	0.11502%
15 05	Residential	712	0.11502%
16 05	Residential	712	0.11502%
17 05	Residential	712	0.11502%
18 05	Residential	712	0.11502%
19 05	Residential	712	0.11502%
20 05	Residential	712	0.11502%
21 05	Residential	712	0.11502%
22 05	Residential	7:12	0.11502%
		STOLEN .	
2 06	Residential Decidential	1,152	0,18610%
3 06	Residential	1,152	0.18610%
4 06	Residentiat	1,152	0.18810%
5 06	Residential	1,152	0.18810%
5 06 7 06	Residential	1,152	0.18810%
7 UG B 06	Residential Residential	1,152	0.18610%
9 06	Residential Residential	1,152	0.18610%
906 006	Residential	1,152	0.18610%
1 06	Residential	1,152	0.18610%
2 06		1,152	0.18610%
2 00	Residential	1,152	0.18610%

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#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

Un it	Түле	<u>Net s f</u>	Undivided Ownership Interest
14 06	Residential	1,152	0.18610%
15 06	Residential	1,152	0.18610%
16 08	Residential	1,152	0.18610%
17 06	Rosidential	1,152	0.18610%
18 06	Residential	1,152	0.18610%
19 06	Residentia	1,152	0.18810%
20 06	Residential	1,152	0.18610%
21 06	Residential	1,152	0.18610%
22 06	Residential	1,152	0.18610%
	A A A A A A A A A A A A A A A A A A A		
2 07	Rosidential	1,162	0.18771%
3 07	Residential	1,162	0.18771%
4 07	Residential	1,162	0.18771%
5 07	Residential	1,162	0.18771%
6 07	Residential	1,162	0.18771%
7 07	Residential	1,162	0.18771%
B 07	Residential	1,162	0.18771%
9 07	Residential	1,162	0.18771%
10 07	Residential	1,182	0.18771%
11 07	Residential	1,182	0.18771%
12 07	Residential	1,162	0.18771%
14 07	Rosidential	1,162	0.18771%
15 07	Residential	1,162	0.16771%
16 07	Residential	1,162	0.18771%
17 07	Residential	1,162	0.18771%
18 07	Residential	1,162	0.18771%
19 07	Residential	1,162	0.18771%
20 07	Residential	1,162	0.18771%
21 07	Rasidential	1,162	0.18771%
22 07	Residential	1,162	0.18771%
出版和论论			
CU 1	Commerical	250	0.04039%
CU 2	Commerical	250	0.04039%
CU 3	Commerical	250	0,04039%
CU 4	Commerical	250	D.04039%
CU B1	Commerical	1,175	0.18981%
CU B2	Commericat	1,375	0.22212%

Paga 4 of 17 Prices are Subject to Change Without Prior Notico

SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURLE CREEK CONDOMINIUM DALLAS 1116652\_6 8697.1

#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

<u>Un It</u>	Туре	Not s f	Undivided Ownership Interest
08	Residential	1,162	0.18771%
1 08	Residential	1,183	0.18787%
2 08	Residential	1,163	0.18787%
3 08	Residential	1,163	0.18787%
4 08	Residential	1,163	0.16787%
5 08	Residential	1,163	0.18787%
6 08	Residential	1,163	0.18787%
7 08	Residential	1,163	0.18787%
8 08	Residential	1,163	0.18787%
9 08	Residentia	1,163	0.18787%
10 08	Residential	1,163	0.18787%
11 08	Residential	1,163	0.18787%
12 08	Rosidential	1,163	0.18787%
14 08	Residential	1,163	0.18787%
15 08	Residential	1,163	D.18787%
16 08	Residential	1,163	0,18787%
5 09	Residential	1.242	0.20064%
6 09	Residential	1,242	0.20064%
7 09	Rosidontial	1,242	0.20064%
8 09	Residential	1.242	0.20084%
9 09	Residential	1,242	0.20064%
10 09	Residential	1,242	0.20064%
11 09	Residential	1,242	0.20064%
12 09	Residential	1.242	0.20064%
14 09	Residential	1,242	0.20064%
15 09	Residential	1,242	0.20064%
16 09	Residential	1.242	0.20064%
			0.40004%
10 10	Residential	834	0.13473%
1 10	Residential	832	0.13440%
2 10	Residential	616	0.13182%
3 10	Residential	B16	0.13182%
4 10	Residentiat	816	0.13182%
5 10	Residential	816	0.13182%
6 10	Residential	816	0.13182%
7 10	Residential	816	0.13162%
8 10	Residential	816	0.13182%
9 10	Residential	B16	0.13182%
0 10	Residential	816	0.13182%
1 10	Residential	816	0.13182%

Page 5 of 17 Prices are Subject to Change Without Prior Notice

#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

<u>Un it</u>	Туре	Not sf	Undivided Ownership Interest
12 10	Residential	816	0.13182%
14 10	Residential	816	0.13182%
15 10	Residential	816	0.13182%
16 10	Residential	816	0.13182%
	LERE BERGER BERGER	STORE STORE	
5 11	Residential	1,254	0.20257%
6 11 7 11	Residential	1,254	0.20257%
7 11	Residential	1,254	0.20257%
8 11	Rosidontial	1,254	0.20257%
9 11	Residential	1,254	0.20257%
10 11	Residential	1,254	0.20257%
11 11	Residential	1,254	0.20257%
12 11	Residential	1,254	0.20257%
14 11	Residential	1,254	0.20257%
15 11	Residential	1,254	0.20257%
18 11	Residential	917	- 0.14813%
	Residential		
12 1 12	Residential	889 817	0.14361%
2 12	Residential		0.13198%
3 12	Residential	832	0.13440%
4 12	Residential	832 832	0.13440%
5 12	Residential	832	0.13440%
6 12	Residential	832	0.13440%
7 12	Résidential	832	0.13440%
8 12	Residential	832	0.13440%
9 12	Residential	832	0.13440%
10 12	Residential	632	0.13440%
11 12	Rosidential	832	0.13440%
12 12	Residential	832	0.13440%
14 12	Residential	832	0.13440%
15 12	Residential	832	0.13440%
		<b>EXAMPLE 1</b>	0.13440 /6
6 13	Residential	833	0.15072%
	<b>以我们就在他们</b> 们们的	群岛國語	0110012.0
14	Residential	844	0.13634%
1 14	Residential	644	0.13534%
2 14	Residential	844	0.13634%
3 14	Residential	844	0.13634%
4 14	Rosidontial	844	0.13634%
5 14	Residential	844	0.13634%
8 14	Residential	844	0.13634%
7 14	Residential	844	

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#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

Un H	Туре	<u>Net sf</u>	Undivided Ownership Interest
8 14	Residential	844	0.136345
9 14	Residential	844	0.13634%
10 14	Residential	844	0,136345
11 14	Residential	844	0.138345
12 14	Residential	844	0.136345
14 14	Residential	844	0.136349
15 14	Residential	844	0.13634%
16 14	Rosidential	832	0.13440%
波波/影响			
16 15	Residential	917	0.14813%
ALC: N	國計算的目的用意理		
16	Residential	829	0.13392%
1 16	Residential	829	0,13392%
2 16	Residential	829	0.13392%
3 16	Residential	829	0.13392%
4 16	Residential	829	0.13392%
5 16	Residential	829	0.13392%
6 16	Residential	829	0,13392%
7 18	Residential	829	0.13392%
8 16	Residential	829	0.13392%
9 16	Residential	829	0.13392%
10 16	Residential	829	0.13392%
11 16	Residential	829	0.13392%
12 16	Residential	629	0.13392%
14 16	Residential	829	0.13392%
15 16	Residential	829	0.13392%
18 16	Residential	844	0.13634%
动物的			0.130347
5 17	Rosidential	1,240	0.20031%
6 17	Residentiai	1,240	0.20031%
7 17	Residential	1,240	0.20031%
8 17	Residential	1.240	0.20031%
9 17	Residential	1.240	0.20031%
0 17	Residential	1,240	0.20031%
1 17	Residential	1,240	0.20031%
2 17	Rosidontial	1.240	0.20031%
4 17	Residential	1.240	0.20031%
5 17	Residential	1,240	0.20031%
6 17	Residential	933	0.15072%
			0,100/27
18	Residentia	834	0.13473%
1 18	Residential	834	0.13473%
2 18	Residential	834	U-134(37)

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#### EXHIBIT B

#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

<u>Un lt</u>	Туре	<u>Net sf</u>	Undivided Ownership interest
3 18	Residential	834	0.13473
4 18	Rosidontial	834	0.13473
5 18	Residential	834	0.13473
6 18	Residential	834	0.134731
7 18	Residential	834	0.13473
8 18	Residential	834	0.134739
9 18	Residential	834	0.134739
10 18	Residential	834	0.134739
11 18	Residential	834	0.134739
12 18	Residential	634	0.134739
14 18	Residential	834	0.134739
15 18	Residential	834	0.134735
16 18	Residential	829	0.133925
a starting			
5 19	Residential	1,240	0.200315
6 19	Residential	1,240	0.200319
7 19	Residential	1,240	0.200313
8 19	Residential	1,240	0.20031 9
919	Residential	1,240	0.20031%
10 19	Residential	1,240	0.20031 %
11 19	Residential	1,240	0.20031%
12 19	Residential	1,240	0.20031%
14 19	Residential	1,240	0.20031%
15 19	Residential	1,240	0.20031%
16 19 Harmannes	Residential	917	0.14813%
20	Residential		
1 20		1,154	0.18642%
2 20	Residential Residential	1,154	0.18642%
3 20		1,154	0.15842%
4 20	Residential Rosidential	1,154	0.18642%
5 20	Residential	1,154	0.18842%
6 20	Residential	1,154	0.18842%
7 20	Residentiai	1,154 1,154	0.18642%
8 20	Residential	1,154	0.18642%
9 20	Residential	1,154	0.18642%
10 20	Residential	1,154	0.18642%
1 20	Residential	1,154	0.18642%
2 20	Residential	1,154	0.18642%
4 20	Residential	1,154	0.18642%
5 20	Residential	1,154	0.18642%
6 20	Residential	834	0.18642%
	T - 4 - 7 - 9 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		0.13473%

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SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM DALLAS 1116652\_6 8697.1

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#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

<u>Un it</u>	Туре	<u>Not st</u>	Undivided Ownership Interest
16 21	Residential	917	0.14813%
1 22	Residential	913	0.14748%
2 22	Residential	913	0.14749%
3 22	Residential	913	0.14749%
4 22	Residential	913	0.14749%
5 22	Residential	913	0.14749%
6 22	Residential	913	0.14749%
7 22	Residential	913	0.14749%
B 22	Residential	913	0.14749%
9 22	Residential	913	0.14749%
10 22	Residential	913	0.14749%
	Residential	B13	
11 22	Residential	-	0.14749%
12 22		913	0.14749%
14 22	Residential	913	0.14749%
15 22	Residential	913 SINGARAMENTAL	0.14749%
制改组织公			,
16 23	Residential	917 987379579698	0.14813%
北法推测	的现在是自己的问题。		
1 24	Residential	1,180	0.18739%
2 24	Residential	1,160	0.18739%
3 24	Residential	1,160	0.18739%
4 24	Residential	1,180	0.18739%
5 24	Residential	1,150	0.18739%
6 24	Residential	1,160	0.18739%
724	Residential	1,160	0.18739%
B 24	Residontiai	1,160	0.18739%
9 24	Residential	1,160	0.18739%
10 24	Residential	1,160	0.18739%
11 24	Residential	ť,160	0.18739%
12 24	Residential	1,160	0.18739%
14 24	Residential	1,160	0.18739%
15 24	Residential	1,160	0.18739%
统设计学			
18 25	Residential	917	0.14813%
1 26	Residential	834	0.13473%
2 26	Residential	1,154	0.18642%
3 28	Residential	1,154	0.18642%
4 26	Residential	1,154	0.18642%
5 26	Residential	1,154	0.18642%
6 26	Residential	1,154	0.18642%
7 26	Residential	1,154	0.18642%
•			

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#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

<u>Un lí</u>	Type	Netst	Undivided Ownership Interest
8 26	Rosidantial	1,154	0.18642%
9 26	Residential	1,154	0.18642%
10 26	Residential	1,154	0.18642%
11 26	Residential	1,154	0.18642%
12 26	Residentia	1,154	0.18642%
14 26	Residential	1,154	0.18842%
15 26	Residential	1.154	0.18642%
16 26	Residential	1,154	0.18842%
STREET'S		可以非正面的事情可	
15 27	Residential	924	0.14927%
27 MPRIN			
1 28	Residential	832	0.13440%
2 28	Residential	832	0.13440%
3'28	Residential	832	0.13440%
4 28	Residential	832	0.13440%
5 28	Residential	832	0.13440%
6 28	Rosidential	832	0.13440%
7 28	Residential	832	0.13440%
8 28	Residential	832	0.13440%
9 28	Residential	832	0.13440%
10 28	Residential	832	0.13440%
11 28	Residential	832	
12 28	Residential	832	0.13440% 0.13440%
14 28	Residential	832	
15 28	Residential	832	0.13440% 0.13440%
15 28	Residential	1,617	0.26121%
		NUL NEW	0.4012174
6 29	Residential	267	0.20467%
7 29	Residential	1.267	0.20487%
8 2 9	Residential	1,267	0.20467%
9 29	Residential	1.267	
10 29	Residential	1,267	0.20467% 0.20467%
11 29	Residential	1,267	
12 20	Residential	1,267	0.20467% 0.20467%
14 29	Residential	1,267	
15 29	Residential	1.267	0.20467% 0.20467%
13.28	Residential		0.2040170
1 30	Residential	832	A 1914A.
2.30	Residential	816	0.13440%
2 30	Residential	816	0.13182%
3 30	Residential	816	0.13182%
			0.13182%
5 30	Residential	815	0.13182%
6 30	Residential	816	0.13182%

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SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM DALLAS 1116652\_6 8697.1

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#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

<u>Un it</u>	Туре	Nei rí	Undivided Ownership Interest
7 30	Residential	816	0.13182%
6 30	Residential	816	0.13182%
9 30	Residential	81 <del>6</del>	0.13182%
10 30	Residential	816	0.13182%
11 30	Residential	816	0.13182%
12 30	Residential	816	0.13182%
14 30	Residentia)	816	0.13182%
15 30	Residential	816	0.13182%
16 30	Residential	1,900	0.30693%
8 31	Residential	846	0.13668%
7 31	Residential	846	0.13666%
8 31	Residential	846	0.13868%
8 31	Residential	846	0.13666%
10 31	Residential	846	0.13665%
11 31	Residential	846	0.13666%
12 31	Residential	846	0.13666%
14 31	Residentiaj	846	0.13656%
15 31	Residential	846	0.13666%
密度的管	<b>计时间目的正常的</b> 和多数的		0.10000 /
1 32	Residential	817	0.13198%
2 32	Residential	832	0.13440%
3 3Z	Residential	832	0.13440%
4 32	Residential	832	0.13440%
5 32	Residential	832	0.13440%
6 32	Residential	832	0.13440%
7 32	Residential	832	0.13440%
8 32	Residential	832	0.13440%
9 32	Residential	832	0.13440%
10 32	Residentia	832	0.13440%
11 32	Residential	832	0.13440%
12 32	Rosidential	832	0.13440%
14 32	Residential	832	0.13440%
15 32	Residential	832	0.13440%
16 32	Residential	1,905	0.30774%
治2条外州	AN HE PORT REAL FRANCE	NER DIN NO.	0.0011476
5 33	Residentia	846	0.13666%
6 33	Residential	831	0.13424%
7 33	Residential	831	0.13424%
8 33	Residential	831	0.13424%
9 33	Residential	831	0.13424%
0 33	Residential	831	
1 33	Rosidential	831	0.13424%
	1.0010001001	99 I	0.13424%

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SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM DALLAS 1116652\_6 8697.1

#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

<u>Un It</u>	Түре	<u>Net sf</u>	Undivided Ownership Interest
12 33	Residential	831	0.13424%
14 33	Rasidoniiai	831	0.13424%
15 33	Residential	831	0.13424%
16 33	Residential	928	0.14991%
1 34	Rosidential	832	0.13440%
2 34	Residential	816	0.13182%
3 34	Residential	816	0.13182%
4 34	Residential	816	0.13182%
5 34	Residential	816	0.13182%
634	Residential	816	0.13182%
7 34	Residential	816	0.13182%
8 34	Residential	816	0.13182%
9 34	Residential	816	0.13182%
10 34	Residential	816	0.13182%
11 34	Residential	816	0.13182%
12 34	Residential	816	0.13182%
14 34	Residential	815	0.13182%
15 34	Residential	816	0.13182%
16 34	Residential	829	0.13392%
5 35			
	Residential	1,154	0.18642%
6 35	Residential	841	0.13586%
7 35	Residential	841	0.13586%
8 35	Residential	841	0.13586%
835	Residential	841	0.13586%
10 35	Residential	841	0.13586%
11 35	Residential	841	0.13588%
12 35	Residential	841	0.13586%
14 35	Residential	841	0.13586%
15 35	Rosidential	841	0.13586%
16 35	Residential	917	0.14813%
	的相关的意思的非常		
1 36	Residential	817	0.13198%
2 36	Residential	832	0.13440%
3 36	Residential	832	0.13440%
4 36	Residential	832	0.13440%
5 36	Residential	832	0.13440%
8 38	Residential	832	0.13440%
7 36	Residential	832	0.13440%
836	Residential	832	0.13440%
9 36	Residential	832	0.13440%
D 36	Residential	832	0110440/8

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SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM DALLAS 1116652\_6 8697.1

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### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

<u> Yn it</u>	Түре	<u>Net sf</u>	Undivided Ownership Interest
11 36	Residential	832	0.13440%
12 36	Residential	832	0.13440%
14 36	Residential	832	0.134407
15 36	Residential	832	0.13440%
16 36	Residential	816	0.13182%
高的發展	的基本形成的特殊学习	建词应播派	
6 37	Residential	534	0.08626%
7 37	Residential	534	0.086269
8 37	Residentiai	534	0.08626%
937	Residential	534	0.08628%
10 37	Residential	534	0.08626%
11 37	Residential	534	0.08626%
12 37	Residential	534	0.08626%
14 37	Residential	534	0.08626%
15 37	Residential	534	0.08626%
-16 37	Residontial	917	0.14813%
1 38	Residential	522	0.08433%
2 38	Residential	522	0.08433%
3 38	Residential	522	0.08433%
4 38	Rosidontial	522	0.08433%
5 38	Residential	522	0.08433%
ę 38	Residentia	522	0.08433%
7 38	Residentia	522	0.08433%
838	Residential	522	0.08433%
938	Residential	522	0.08433%
10 38	Residential	522.	0.08433%
11 38	Residential	522	0.08433%
12 38	Residential	522	0.08433%
f4 38	Residential	522	0.08433%
15 38	Residential	522	0.08433%
<b>N</b> R AFF			· · · · · <b>· · ·</b>
8 39	Residential	917	0.14813%
1 40	Residential	538	0.08691%
2 40	Residential	-\$38	0.08691%
3 40	Residential	538	0.08691%
4 40	Residential	538	0.08691%
5 40	Residential	536	0.08691%
6 40 - 40	Residential	538	0.08591%
7 40	Residential	538	0.08691%
8 40	Residential	538	0.08691%
940	Residential	538	0.08691%

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SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM DALLAS 1116652\_6 8697.1

#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

<u>Un li</u>	<u>Τγρφ</u>	<u>Net sf</u>	Undivided Ownership Interest
10 40	Residential	538	0.08591%
11 40	Residential	538	0.08691%
12 40	Residential	538	0.08691%
14 40	Residential	538	0.08591%
15 40	Rosidontial	538	0.08691%
16 40	Residential	632	0.13440%
16 41	Residential	\$17	0.14813%
42	Residential	1,154	0.18642%
1 42	Rosidential	1,154	0.18642%
2 42	Residential	1,154	0.18642%
3 42	Residential	1,154	0.18642%
4 42	Residential	1,154	0.18642%
5 42	Residential	1,154	0.18642%
642	Residential	1,154	0.186425
7 42	Residential	1,154	0.18642%
8 42	Rosidentiai	1,154	0.18642%
9 42	Residential	1,154	0.18642%
10 42	Residential	1,154	0.18642%
11 42	Residential	1,154	0.15642%
12 42	Residential	1,154	0.18642%
14 42	Residential	1,154	0.18642%
15 42	Residential	1,154	0.18642%
16 42	Residential	816	0.13182%
<b>建设 副</b> 集			
1 43	Residential	1,154	0.18642%
2 43	Residentiai	1,,154	0.18642%
3 43	Residential	1,154	0.18642%
4 43	Residential	1,154	0.18642%
5 43	Residential	1,154	0.18642%
6 43	Residential	1,154	0.18642%
7 43	Residential	1,154	0.18642%
843	Residential	1,154	0.18642%
0 43	Residential	1,154	0.18642%
10 43	Residential	1,154	0.18642%
11 43	Residential	1,154	0.18642%
12 43	Residential	1 154	0.18642%
14 43	Residential	1 154	0.18642%
15 43	Residential	1,154	0.18542%
16 43	Residential	917	0.14813%
<b>RR</b>		A CARLON AND A CARLO	0.1401376
1 45	Residential	1,154	0.18642%
1 40	5 V 92 20 1 V 1 V 1 4 4 4 4 5 1 5 1	1,104	U.18642%

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SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM DALLAS 1116652\_6 8697.1

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#### EXHIBIT B

#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

<u>Un lt</u>	<u>Τγρο</u>	<u>Net sf</u>	Undivided Ownership Interest
2 45	Residentia	1,154	0.18642%
3 45	Residential	1,154	0.18642%
4 45	Residential	1,154	0.18642%
5 45 ୍	Rosidential	1,154	0.18642%
6 45	Residential	1,154	0.18642%
7 45	Residentiai	1,154	0.18642%
8 45	Residential	1,154	0.18642%
9 45	Residential	1,154	0.18642%
10 45	Residential	1,154	0.18542%
11 45	Residential	1,154	0.18642%
12 45	Residential	1,154	0.18642%
14 45	Residential	1,154	0.18642%
15 45	Residential	1,154	0.18542%
16 45	Residential	917	0.14813%
<b>梁将总派</b>	油带在使用鱼用店	的制度的推进	
46	Residential	1,154	0.18542%
148	Residential	1,154	0.18642%
2 46	Residential	1,154	D.18642%
346	Residential	1,154	0.18642%
4 46	Residential	1,154	0.18642%
5 46	Residential	1,154	0,18542%
8 46	Residential	1,154	0.18642%
7 45	Residential	1,154	0.18642%
846	Residential	1,154	0.18642%
9 46	Residential	1,154	0.18642%
10 46	Residentia	1,154	0.18642%
11 45	Residential	1,154	0.18642%
12 46	Residential	1,154	0.18642%
14 46	Residential	1,154	0.18642%
15 46	Residential	1,154	0.18642%
16 46	Residential	832	0.13440%
	Kala and the second		
47	Residential	1,745	0.28189%
1 47	Residential	1,745	0.28189%
2 47	Residential	1,745	0.28189%
3 47	Residontial	1,745	0.28189%
4 47 E 47	Residential	1,745	0.28189%
5 47	Residential	1,745	0.28189%
6 47	Residential	1,745	0.28189%
7 47	Residential	1,745	0.28189%
8 47	Residential	1,745	0.28189%

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SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM DALLAS 1116652\_6 8697.1

#### <u>EXHIBIT B</u>

#### ALLOCATION OF OWNERSHIP INTERESTS

(CONT'D)

<u>Un It</u>	<u>Typo</u>	<u>Not sf</u>	Undivided Ownership Interest
9 47	Rosidential	1,745	0.28189%
10 47	Residential	1,745	0.28189%
11 47	Residential	1,745	0.28189%
12 47	Residential	1,745	ū.28189%
14 47	Residential	1,745	0.28189%
15 47	Residential	1,745	0.28189%
16 47	Residential	925	0.14943%
48	Residential	1,200	0.19385%
1 48	Residential	1,200	0.19385%
2 48	Residential	1,200	0.19385%
3.48	Residential	1,200	0.19385%
4 48	Residential	1,200	0,19385%
548	Residential	1,200	0.19385%
648	Residential	1,200	0.19385%
748	Residential	1,200	0.19385%
B 48	Residential	1,200	0.19385%
9 48	Residential	1,200	0.19385%
10 48	Residential	1,200	0.19385%
11 48	Residential	1,200	0.19385%
12 48	Residential	1,200	0.19385%
14 48	Residential	1,200	0.19385%
15 48	Residential	1,200	0.19385%
16 48	Residential	1,043	0.16849%
16 40	Residential	1,033	0.16687%
	部派出的建筑部		
16 50	Residential	1,043	0.16849%
增增值品語	制造的 化拉普勒拉		
16 52	Residential	1,154	0.18642%
16 53	Rosidentiai	1,154	0.18642%
通知法律证			
16 55	Residential	1,154	0.18642%
於起始於於從			
18 58	Residential	1,154	0.18642%
杨松时间接起			
16 57	Residential	1,745	D.28189%
	COMPANY OF ANY	·····································	
16 58	Residential	1,200	0.19385%

Page 10 of 17 Prices are Subject to Change Without Prior Notice

SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM DALLAS 1116652\_6 8697.1

#### ALLOCATION OF OWNERSHIP INTERESTS

#### (CONT'D)

Unit	IVPE	Not sf	Undivided Ownership Interest
CU 5	Commerical	500	0.08077%
CU 5	Commerical	500	0.08077%
	<b>新教育委托</b> 格的新生活	· · · · · · · · · · · · · · · · · · ·	
The production of the second s	Total	619,033	100%

Pege 17 of 17 Prices are Subject to Change Without Prior Notice

SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM DALLAS 1116652\_6 8697.1

County: .DALLAS. Doc: .000206331. Date: .06/07/2006. Vol: . . . . Page: .

EXHIBIT C

# TRACT 1 OUT OF LOT 1A, BLOCK A/992 SALE STREET ADDITION CITY OF DALLAS, TEXAS

#### PROPERTY DESCRIPTION TRACT 1

BEING a 1.0291 acre tract situated in the W. Grigsby Survey, Abstract No. 501, and being part of that tract conveyed to 3225 Turle Creek, L.P. by deed recorded in Volume 98126, Page 1841, Deed Records, Dallas County, Texas, and being a part of Lot 1A, Block A/992, Sale Street Addition, an Addition to the City of Dallas as recorded by plat in Volume 99192, Page 15, Deed Records, Dallas County, Texas, and being more particularly described as fallows:

BEGINNING at a noil found for corner in southwest line of Hall Street (a variable width R.O.W.), said corner also being the northeast corner of a tract conveyed to George Poston by deed recorded in Volume B0053, Page 701, Deed Records, Dallas County, Texas;

THENCE 558'D1'25"E, along said southwest line, a distance of 62.45 feet to a p.k. noil set for corner at the intersection of said southwest line with the west line of Turtle Creek Boulevard (variable width R.O.W.):

THENCE S05'44'17"W, along said west line, a distance of 341.51 feet to a p.k. nail set for corner of the east corner of a tract conveyed to Meridian Properties Number 5 (USA) Limited by deed recorded in Volume 87249, Page 3422, Deed Records, Dallos County, Texas;

THENCE N48'09'43"W, departing said west line and along the northeast line of sold Meridian tract, a distance of 207.75 feet to a 5/8" iron rod set for corner;

THENCE N40'54'31"W, departing said northeast line, a distance of 59.33 feet to a point for corner;

THENCE N41'38'17"E, a distance of 42.40 feet to an "x" cut set for corner of the south corner of the aforementioned George Poston fract;

THENCE N42'53'17"E, along the southeast line of said Poston tract, a distance of 215.47 feet to the POINT OF BEGINNING and containing 44,829 square feet or 1.0291 acres of land, more or less.

The basis of bearings shown hereon is the southeast line of Sale Street, N451317"E, as shown on the Sale Street Addition, No. 2. an Addition to the City of Dallas as recorded by plat EXHIBIT C

# TRACT 2 OUT OF LOT 1A, BLOCK A/992 SALE STREET ADDITION CITY OF DALLAS, TEXAS

#### PROPERTY DESCRIPTION TRACT 2

· · · -

BEING a 1.6444 acre tract situated in the W. Grigsby Survey, Abstract No. 501, and being part of that tract conveyed to 3225 Turle Creek, LP. by deed recorded in Volume 98126, Page 1841, Deed Records, Dallas County, Texas, and being a part of Lot 1A, Block A/992, Sale Street Addition, an Addition to the City of Dallas as recorded by plot in Volume 99192, Page 15, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at on "x" cut found for corner at the intersection of the northeast line of Cedar Springs Road (60' R.O.W.) with the southeast line of Sale Street (40' R.O.W.);

THENCE N4573'17"E, along said southeast line, a distance of 473.17 feet to an "x" cut found for corner at the intersection of said southeast line with the southwesterly line of Hall Street (variable width R.O.W.);

THENCE 557'54'16"E, along sold southwesterly line, a distance of 111.01 feet to a point for corner;

THENCE 543'54'36"W, departing said southwesterly line, a distance of 201.89 leet to a point for corner;

THENCE S52°56'02"W, a distance of 192.36 feet to a point for corner;

THENCE 544'18'43"E, o distance of 241.35 feet to a point for corner in the northwest line of a tract conveyed to Meridian Properties Number 5 (USA) Limited as recorded in Volume B7249, Page 3422, Deed Records, Dallas County. Texas:

THENCE S45'41'17"W, along soid northwesterly line, a distance of 86.80 feet to an "x" cut on walk for corner at the southwest corner of soid Meridian tract and in the aforementioned northeast line of Cedar Springs Road;

THENCE N47'46'43"W, along sold northeast line, a distance of 328.00 feet to the POINT OF BEGINNING and containing 71,631 square feet or 1.6444 acres of land, more or less.

asis of bearings shown hereon is the southeast line of reet, N45'13'17"E, as shown on the Sale Street Addition, an Addition to the City of Dallas as recorded by plat 99192, Pg. 15, Deed Records, Dallas County, Texas.

 EXHIBIT C

# TRACT 3 OUT OF LOT 1A, BLOCK A/992 SALE STREET ADDITION CITY OF DALLAS, TEXAS

PROPERTY DESCRIPTION TRACT 3

BEING a 1.1437 acre tract situated in the W. Grigsby Survey, Abstract No. 501, and being part of that tract conveyed to 3225 Turle Creek, L.P. by deed recorded in Volume 98126. Page 1841, Deed Records, Dallas County, Texas, and being a part of Lot 1A, Black A/992. Sole Street Addition, an Addition to the City of Dallas as recorded by plat in Volume 99192, Page 15, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a nail found for corner in the southwest line of Hall Street (variable width R.O.W.), said corner being the north corner of a tract conveyed to George Poston by deed recorded in Volume 84021, Page 4106, Deed Records, Dallos County, Texas:

THENCE S43'54'36"W, departing said southwest line and along the northwest line of said Poston tract, a distance of 193.95 feet to an "x" cut set for corner at the southwest corner of said Poston tract;

THENCE S48'21'43"E, along the southwest line of sold Poston tract and possing the southeast corner of sold tract and the southwest corner of a tract conveyed to sold George Poston by deed recorded in Volume 80053, Page 701, Deed Records, Dallas County, Texos, and continuing along the southwest line of this tract in all a total distance of 131.60 feet to an "x" cut set for corner at the southeast corner of sold Poston tract;

THENCE S41'38'17"W, departing said southwest line of said Poston tract, a distance of 42.40 feet to a point for corner;

THENCE S40'54'31"E, a distance of 59.33 feet to a 5/8" iron rod set for corner of the north corner of a tract conveyed to Meridian Properties Number Five (USA) Limited by deed recorded in Volume 87249, Page 3422, Deed Records, Dollas County, Texos;

THENCE 545'41'17"W, along the northwest line of said Meridian tract, a distance of 168.00 feet to a point for corner;

THENCE N4478'43"W, departing sold northwest line, a distance of 241.35 feet to a point for corner;

THENCE N52'56'02"E, a distance of 192.36 feet to a point for corner;

THENCE N43'54'36''E, a distance of 201.89 feet to a point for corner in the aforementioned southwest line of Holl Street;

THENCE S57'54'16"E, along sold southwest line, a distance of 24,52 feet to the POINT OF -BEGINNING and containing 49,819 square feet or 1.1437 acres of land, more or less.

The basis of bearings shown hereon is the southeast line of Sale Street, N4513'17"E, as shown on the Sale Street Addition, No. 2, an Addition to the City of Dallas as recorded by plat in Vol. 99192, Pg. 15, Deed Records, Dallas County, Texas.

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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Cynthie Figuera Calbour

Cynthia Figueros Calhoun, County Clark Dallas County TEXAS June 07, 2006 01:22:21 PM FEE: \$112.00

200600206331

County: .DALLAS. Doc: .000206331. Date: .06/07/2006. Vol: . , Page; .

# DECLARATION

# 2013 Amendment

### 1017-64701 RTT ELECTRONICALLY RECORDED 201300302212 09/24/2013 09:27:02 AM AM 1/7 7-0



THIS AMENDMENT (this "<u>Amendment</u>") TO THE CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM is made this \_\_\_\_\_ day of September, 2013 and shall be effective as of the date it is filed in the Real Property Records of Dallas County, Texas.

#### **RECITALS:**

WHEREAS, Section 2.6 of that certain Condominium Declaration for The Renaissance on Turtle Creek Condominium recorded on November 25, 2002 under Deed Book 230 at Page 06012 in the Real Property Records of Dallas County, Texas, as amended (the "Declaration") permits the combination of Units owned by Owners (including Declarant) by relocation of boundaries between adjoining Units so long as such relocation of boundaries is completed in compliance with Section 2.6 thereof;

WHEREAS, prior to the sale by Declarant of Unit 2204 and Unit 2205 in The Renaissance on Turtle Creek Condominium (the "<u>Condominium</u>") to any owner, Declarant relocated the boundaries of such adjoining units combining them into one Unit; however, Declarant did not amend Exhibit B (*Allocation of Ownership Interests*) or Exhibit D (*the Map*) to the Declaration at any time to reflect such combination prior to the first conveyance to an owner (the "<u>Original Owner</u>") or at any time thereafter as evidenced by the Declaration and the first deed of conveyance documented under that certain Special Warranty Deed for Unit 2204 and Unit 2205 filed of record January 23, 2004 in the Real Property Records of Dallas County, Texas as Document No. 200401402267;

WHEREAS, neither Owner, hereinafter defined, nor the Association are able to verify or confirm Declarant's compliance with Section 2.6 of the Declaration at the time Declarant combined Unit 2204 and Unit 2205 and possess very limited information as to such combination in general; however, it is known that a small amount of floor area (the "De Minimis Area") was included into such units when combined but was not depicted on Exhibit D to the Declaration or included into the Unit Area or allocated ownership percentages of Unit 2204 or Unit 2205 on Exhibit B to the Declaration;

WHEREAS, the current owners of record of Unit 2204 and Unit 2205 (collectively, the "<u>Combined Units</u>"), Timothy Brian Doyle and Carl Michael Perry (collectively, referred to herein as "<u>Owner</u>") per that certain General Warranty Deed with Vendor's Lien for Unit 2204 and Unit 2205 filed of record February 1, 2013 in the Real Property Records of Dallas County, Texas as Document No. 201300032314 (the "<u>Deed</u>"), purchased the Combined Units from the Original Owner and have requested the Association amend the Declaration to accurately reflect the Combined Units as one Unit - Unit 2205;

WHEREAS, Section 9.2 of the Declaration states the Declaration may be amended pursuant to Section 82.067(b) of the Act and Section 82.067(b)(2) of the Act expressly permits the Association to amend the Declaration without notice to or a vote of the Owners in the Condominium under Section 82.062 of the Act;

WHEREAS, Section 82.062 of the Act states an amendment to the Declaration may be made pursuant to a written application containing certain information submitted by owners to the association requesting an amendment to the declaration to relocate boundaries between adjoining units owned by such owners which application shall be reviewed by the board of directors; and, unless the board determines the proposed reallocation of the allocated interests in the units to be unreasonable, the Association shall prepare the requested amendment, the costs for which the requesting owner is responsible;

WHEREAS, due to the known fact the Declarant, not the Original Owner, Owner or Association, relocated the boundaries of the Combined Units, the Owner and the Association cannot be and are not entirely subject to the requirements set forth in Section 2.6 of the Declaration; however, the Owner and the Association have taken steps to ensure compliance with Section 82.067(b) and Section 82.062 of the Act and, as may be reasonably possible under the circumstances, compliance with Section 2.6 of the Declaration to amend the Declaration with this Amendment;

WHEREAS, on August 19, 2013, the Owner submitted an application to the Board requesting an amendment to the Declaration to relocate the boundaries of the Combined Units pursuant to Section 82.062 of the Act (the "<u>Application</u>"), a proposed reallocation of the allocated ownership interest percentages therein and to have the Combined Units become legally described as one Unit, Unit 2205, which the Board provisionally approved subject to Owner providing certain additional information requested by the Board including, but not limited to updated plans of the Combined Units showing the altered boundaries and dimensions of the Combined Units and measurements provided by Owner's architect of the De Minimis Area (the "<u>Additional Information</u>"); and

WHEREAS, pursuant to the powers granted to it in the Declaration and Section 82.076(b) and Section 82.062 of the Act and after receipt and review of the Additional Information, the Board granted final approval of Owner's Application to amend the Declaration and approved the changes to the Declaration set forth in this Amendment as evidenced by that certain Unanimous Consent of the Board of Directors of the Association dated September 13, 2013, a copy of which shall be kept in the Association records (the "Consent").

**NOW THEREFORE**, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows and all capitalized terms used in this Amendment, but not otherwise defined herein, shall have the meaning as set forth in the Declaration:

- 1. Unit 2205. Any and all references to and the existence of Unit 2204 are hereby deleted from the Declaration and any other governing document of the Condominium and Association in their entirety and Unit 2205 shall now and forever include the Unit Area, allocated ownership interests, rights, duties, obligations, benefits, burdens, restrictions, easements, interests, liabilities, assessments, costs and expenses formerly a part of, attributed to and vested in Unit 2204 per the Declaration or as may be otherwise associated with or legally attached to Unit 2204 pursuant to any document filed of record in the Real Property Records of Dallas County, Texas or in the Official Public Records of any other county, as may be applicable. The combination of Unit 2204 and Unit 2205 by way of this Amendment or otherwise shall not relieve Owner from any duty, obligation or liability of Unit 2204 set forth in the Declaration or any other governing document of the Condominium and Association and Owner expressly assumes by execution of this Amendment any and all such duties, obligations and liabilities of Unit 2204.
- 2. Exhibit B to the Declaration Allocation of Ownership Interests and Liabilities. Exhibit B to the Declaration entitled Allocation of Ownership Interests and Liabilities is hereby amended to delete Unit 2204 in its entirety and the Unit Area and allocated ownership interest percentage formerly designated thereto and to amend the Unit Area and allocated ownership interest percentage designated for Unit 2205 as follows:

<u>Unit</u>	Undivided Ownership Interest	<u>Unit Area</u>
2205	0.41484%	2,568

There will be no other changes to Exhibit B to the Declaration other than as expressly set forth herein and the aggregate of the fractional ownership interests and liabilities for expenses of the Units set forth therein shall remain unchanged.

- Exhibit D to the Declaration. Exhibit D to the Declaration, the Map, is hereby amended to delete 3. the plans shown therein for Unit 2204 and Unit 2205 in their entirety and shall be replaced with the plans attached as Exhibit A to this Amendment for Unit 2205, which exhibit is incorporated herein by reference and made a part of this Amendment for all intent and purposes.
- Words of Conveyance Required by the Declaration and the Act. Unit 2204 and Unit 2205 are 4. owned by entirely by Owner as set forth in the Deed and no transfer of or changes to ownership, ownership interests or liabilities for expenses with regard to Owner and another owner in the Condominium or the Association have or will occur as a result of this Amendment; therefore, no other words of conveyance are necessary or appropriate to accurately reflect the ownership of Unit 2205 in the Condominium or to effectuate this Amendment.
- No Other Changes. Except as expressly modified herein, the Declaration remains unmodified and 5. in full force and effect.

[Remainder of Page Intentionally Left Blank]

Amendment to the Condominium Declaration for the Renaissance on Turtle Creek Condominium - Units 2204 and 2205 3

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**IN WITNESS WHEREOF**, the below named Officer of the Association, acting with the authority granted thereto in the Bylaws of the Association and the Consent and the Owner have caused this Amendment to the Declaration to be executed as of the date first above written.

#### ASSOCIATION:

My Commission Expires My Commission Expires My Commission Expires May 19, 2015

On behalf of the Board of Directors of The Renaissance on Turtle Creek Condominium Association, Inc., a Texas nonprofit corporation

By: All
Printed Name: James Conna Zu
Title: President
STATE OF TEXAS § §
COUNTY OF DALLAS §
This instrument was acknowledged before me on the 18th day of September, 2013 by <u>Xames Cannata</u> , serving the office of <u>President</u> on the Board of
Directors of The Renaissance on Turtle Creek Condominium Association, Inc., a Texas nonprofit corporation on
behalf of said association.
[SEAL] Notary Public, State of Texas My Commission Expires May 19, 2015 Notary Public in and for the State of Texas
My Commission Expires: May 19, 2015
OWNER: Timothy Brian Doyle
Carl Michael Perry
STATE OF TEXAS §
COUNTY OF DALLAS §
This instrument was acknowledged before me on the $1/2^{++}$ day of September, 2013 by <b>Timothy Brian</b> <b>Doyle</b> , Owner of Unit 2204 and Unit 2205 in The Renaissance on Turtle Creek Condominium.
[SEAL] Notary Public, State of Texas

Signature Page – Amendment to the Condominium Declaration for the Renaissance on Turtle Creek Condominium – Units 2204 and 2205

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#### STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the  $\frac{1}{2}$  day of September, 2013 by **Carl Michael Perry**, Owner of Unit 2204 and Unit 2205 in The Renaissance on Turtle Creek Condominium.

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[SEAL] TIFFANY SCOTT otary Public, State of Texas My Commission Expires May 19, 2015 Notary

Notary Public in and for the State of Texas

My Commission Expires: May 19, 2015

#### AFTER RECORDING RETURN TO:

The Renaissance on Turtle Creek Condominium Association, Inc. c/o FirstService Residential Attn: Alan Carrette, General Manager 3225 Turtle Creek Boulevard Dallas, Texas 75219

#### EXHIBIT A TO AMENDMENT

Depiction of Unit 2205 for the Map

[Attached Hereto]

Filed and Recorded Official Public Records John F. Warren, County Clerk Dallas County, TEXAS 09/24/2013 09:27:02 AM \$40.00 201300302212

Exhibit A, Cover Page – Amendment to the Condominium Declaration for the Renaissance on Turtle Creek Condominium – Units 2204 and 2205

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#### ELECTRONICALLY RECORDED 201400161420 06/27/2014 02:24:02 PM CORR AFF 1/9

1017-64701-RTT

#### **CORRECTION INSTRUMENT**

This Correction Instrument is filed to correct erroneous matters contained in a document entitled AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM, previously filed 9/24/2013, under in cc# 201300302212, Official Public Records, Dallas County, Texas. It is the intent that the matter corrected is a "Nonmaterial" matter as that term is defined in Section 5.028, Texas Property Code and is further described and corrected as follows:

My name is Selena Underwood. I am an employee of Republic Title of Texas, Inc., as Escrow Officer. I have personal knowledge of the facts contained herein regarding the close of 3225 Turtle Creek Blvd. #2205, Dallas, Texas on the 18th day of September, 2013 in conjunction with which the document now to be corrected was filed of record.

The Depiction of Unit 2205 was inadvertently omitted in the original document referenced above.

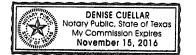
The Depiction of Unit 2205 is hereby attached to the above referenced document.

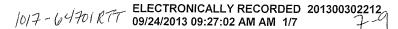
A copy of this Correction Instrument was mailed, first class mail, to the Association and Borrower.

Signed this June, 25, 2014

Selena Underwood

d and-sworn to before me this 26th day of June, 2014. By Selena Underward otary Public





#### AMENDMENT TO CONDOMINIUM DECLARATION FOR

#### THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM

THIS AMENDMENT (this "<u>Amendment</u>") TO THE CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM is made this \_\_\_\_\_ day of September, 2013 and shall be effective as of the date it is filed in the Real Property Records of Dallas County, Texas.

#### **RECITALS:**

WHEREAS, Section 2.6 of that certain Condominium Declaration for The Renaissance on Turtle Creek Condominium recorded on November 25, 2002 under Deed Book 230 at Page 06012 in the Real Property Records of Dallas County, Texas, as amended (the "<u>Declaration</u>") permits the combination of Units owned by Owners (including Declarant) by relocation of boundaries between adjoining Units so long as such relocation of boundaries is completed in compliance with Section 2.6 thereof;

WHEREAS, prior to the sale by Declarant of Unit 2204 and Unit 2205 in The Renaissance on Turtle Creek Condominium (the "<u>Condominium</u>") to any owner, Declarant relocated the boundaries of such adjoining units combining them into one Unit; however, Declarant did not amend Exhibit B (*Allocation of Ownership Interests*) or Exhibit D (*the Map*) to the Declaration at any time to reflect such combination prior to the first conveyance to an owner (the "<u>Original Owner</u>") or at any time thereafter as evidenced by the Declaration and the first deed of conveyance documented under that certain Special Warranty Deed for Unit 2204 and Unit 2205 filed of record January 23, 2004 in the Real Property Records of Dallas County, Texas as Document No. 200401402267;

WHEREAS, neither Owner, hereinafter defined, nor the Association are able to verify or confirm Declarant's compliance with Section 2.6 of the Declaration at the time Declarant combined Unit 2204 and Unit 2205 and possess very limited information as to such combination in general; however, it is known that a small amount of floor area (the "De Minimis Area") was included into such units when combined but was not depicted on Exhibit D to the Declaration or included into the Unit Area or allocated ownership percentages of Unit 2204 or Unit 2205 on Exhibit B to the Declaration;

WHEREAS, the current owners of record of Unit 2204 and Unit 2205 (collectively, the "<u>Combined Units</u>"), Timothy Brian Doyle and Carl Michael Perry (collectively, referred to herein as "<u>Owner</u>") per that certain General Warranty Deed with Vendor's Lien for Unit 2204 and Unit 2205 filed of record February 1, 2013 in the Real Property Records of Dallas County, Texas as Document No. 201300032314 (the "<u>Deed</u>"), purchased the Combined Units from the Original Owner and have requested the Association amend the Declaration to accurately reflect the Combined Units as one Unit - Unit 2205;

WHEREAS, Section 9.2 of the Declaration states the Declaration may be amended pursuant to Section 82.067(b) of the Act and Section 82.067(b)(2) of the Act expressly permits the Association to amend the Declaration without notice to or a vote of the Owners in the Condominium under Section 82.062 of the Act;

WHEREAS, Section 82.062 of the Act states an amendment to the Declaration may be made pursuant to a written application containing certain information submitted by owners to the association requesting an amendment to the declaration to relocate boundaries between adjoining units owned by such owners which application shall be reviewed by the board of directors; and, unless the board determines the proposed reallocation of the allocated interests in the units to be unreasonable, the Association shall prepare the requested amendment, the costs for which the requesting owner is responsible;

WHEREAS, due to the known fact the Declarant, not the Original Owner, Owner or Association, relocated the boundaries of the Combined Units, the Owner and the Association cannot be and are not entirely subject to the requirements set forth in Section 2.6 of the Declaration; however, the Owner and the Association have taken steps to ensure compliance with Section 82.067(b) and Section 82.062 of the Act and, as may be reasonably possible under the circumstances, compliance with Section 2.6 of the Declaration to amend the Declaration with this Amendment;

WHEREAS, on August 19, 2013, the Owner submitted an application to the Board requesting an amendment to the Declaration to relocate the boundaries of the Combined Units pursuant to Section 82.062 of the Act (the "Application"), a proposed reallocation of the allocated ownership interest percentages therein and to have the Combined Units become legally described as one Unit, Unit 2205, which the Board provisionally approved subject to Owner providing certain additional information requested by the Board including, but not limited to updated plans of the Combined Units showing the altered boundaries and dimensions of the Combined Units and measurements provided by Owner's architect of the De Minimis Area (the "Additional Information"); and

WHEREAS, pursuant to the powers granted to it in the Declaration and Section 82.076(b) and Section 82.062 of the Act and after receipt and review of the Additional Information, the Board granted final approval of Owner's Application to amend the Declaration and approved the changes to the Declaration set forth in this Amendment as evidenced by that certain Unanimous Consent of the Board of Directors of the Association dated September 13, 2013, a copy of which shall be kept in the Association records (the "<u>Consent</u>").

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows and all capitalized terms used in this Amendment, but not otherwise defined herein, shall have the meaning as set forth in the Declaration:

- 1. Unit 2205. Any and all references to and the existence of Unit 2204 are hereby deleted from the Declaration and any other governing document of the Condominium and Association in their entirety and Unit 2205 shall now and forever include the Unit Area, allocated ownership interests, rights, duties, obligations, benefits, burdens, restrictions, easements, interests, liabilities, assessments, costs and expenses formerly a part of, attributed to and vested in Unit 2204 per the Declaration or as may be otherwise associated with or legally attached to Unit 2204 pursuant to any document filed of record in the Real Property Records of Dallas County, Texas or in the Official Public Records of any other county, as may be applicable. The combination of Unit 2204 and Unit 2205 by way of this Amendment or otherwise shall not relieve Owner from any duty, obligation or liability of Unit 2204 set forth in the Declaration or any other governing document of the Condominium and Association and Owner expressly assumes by execution of this Amendment any and all such duties, obligations and liabilities of Unit 2204.
- 2. Exhibit B to the Declaration Allocation of Ownership Interests and Liabilities. Exhibit B to the Declaration entitled Allocation of Ownership Interests and Liabilities is hereby amended to delete Unit 2204 in its entirety and the Unit Area and allocated ownership interest percentage formerly designated thereto and to amend the Unit Area and allocated ownership interest percentage designated for Unit 2205 as follows:

<u>Unit</u>	Undivided Ownership Interest	Unit Area
2205	0.41484%	2,568

There will be no other changes to Exhibit B to the Declaration other than as expressly set forth herein and the aggregate of the fractional ownership interests and liabilities for expenses of the Units set forth therein shall remain unchanged.

- Exhibit D to the Declaration. Exhibit D to the Declaration, the Map, is hereby amended to delete the plans shown therein for Unit 2204 and Unit 2205 in their entirety and shall be replaced with the plans attached as Exhibit A to this Amendment for Unit 2205, which exhibit is incorporated herein 3. by reference and made a part of this Amendment for all intent and purposes.
- Words of Conveyance Required by the Declaration and the Act. Unit 2204 and Unit 2205 are owned by entirely by Owner as set forth in the Deed and no transfer of or changes to ownership, ownership interests or liabilities for expenses with regard to Owner and another owner in the Condemium as the contribution of the contributication of the contribution of the contribution of the contri 4. Condominium or the Association have or will occur as a result of this Amendment; therefore, no other words of conveyance are necessary or appropriate to accurately reflect the ownership of Unit 2205 in the Condominium or to effectuate this Amendment.
- No Other Changes. Except as expressly modified herein, the Declaration remains unmodified and 5. in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the below named Officer of the Association, acting with the authority granted thereto in the Bylaws of the Association and the Consent and the Owner have caused this Amendment to the Declaration to be executed as of the date first above written.

ASSOCIATION: On behalf of the Board of Directors of The Renaissance on Turtle Creek Condominium Association, Inc., a Texas nonprofit corporation

By: Printed Name: Title: Pres

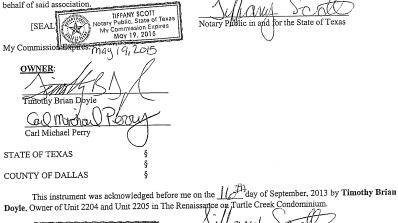
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STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 18th day of September, 2013 by <u>Mmes Cannata</u>, serving the office of <u>President</u> on the Board of Directors of The Renaissance on Turtle Creek Condominium Association, Inc., a Texas nonprofit corporation on behalf of said association



[SEAL] Notary Public, State of Texas My Commission Expires My Commission Expires My Commission Expires May 19, 2015

and 41 10 iblic in and for the State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the  $\frac{1}{2}$  day of September, 2013 by Carl Michael Perry, Owner of Unit 2204 and Unit 2205 in The Renaissance on Turtle Creek Condominium.

hatte 2006 TIFFANY SCOTT y Public, State of Texas Commission Expires May 19, 2015 [SEAL] Notary Public in and for the State of Texas Mγ

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My Commission Expires: May 19, 2015

#### AFTER RECORDING RETURN TO:

The Renaissance on Turtle Creek Condominium Association, Inc. c/o FirstService Residential Attn: Alan Carrette, General Manager 3225 Turtle Creek Boulevard Dallas, Texas 75219

#### EXHIBIT A TO AMENDMENT

Depiction of Unit 2205 for the Map

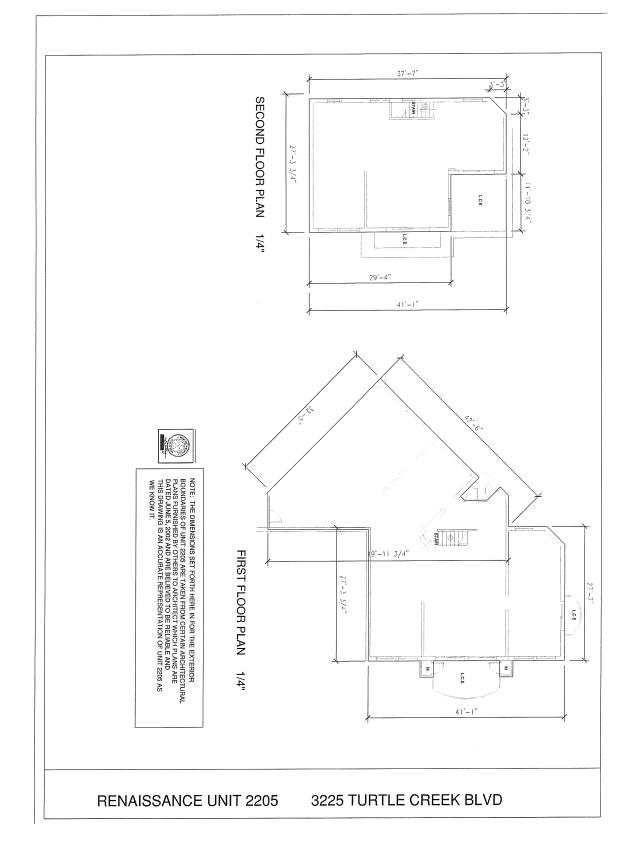
[Attached Hereto]

Filed and Recorded Official Public Records John F. Warren, County Clerk Dallas County, TEXAS 09/24/2013 09:27:02 AM \$40.00 201300302212



Exhibit A, Cover Page – Amendment to the Condominium Declaration for the Renaissance on Turtle Creek Condominium – Units 2204 and 2205

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Filed and Recorded Official Public Records John F. Warren, County Clerk Dallas County, TEXAS 06/27/2014 02:24:02 PM \$58.00 201400161420



# DECLARATION

# **2015 Amendment**

# ELECTRONICALLY RECORDED 201500075281 03/27/2015 09:38:44 AM AM 1/29

#### AMENDMENT TO CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM

THIS AMENDMENT (this "Amendment") TO THE CONDOMINIUM DECLARATION FOR THE RENAISSANCE ON TURTLE CREEK CONDOMINIUM is made this 25 day of March, 2015 and shall be effective as of the date it is filed in the Real Property Records of Dallas County, Texas. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning as set forth in the Declaration, hereinafter defined.

#### **RECITALS:**

WHEREAS, on March 6, 2009 a final judgment was entered by the 116<sup>th</sup> Judicial District Court for that certain lawsuit, identified as Cause No. 08-00864-F (the "2009 Judgment"), brought by The Renaissance on Turtle Creek Condominium Association, Inc., a Texas nonprofit corporation (the "Association") against Turtle Creek Development, L.P., Turtle Creek G.P., L.L.C. and Crescent Heights of America, Inc. (collectively, "Declarant/Developer");

WHEREAS, Declarant/Developer established the Condominium under that certain Condominium Declaration for The Renaissance on Turtle Creek Condominium recorded on November 25, 2002 under Deed Book 230 at Page 06012 in the Real Property Records of Dallas County, Texas, as amended by that certain Amendment to the Condominium Declaration for The Renaissance on Turtle Creek Condominium recorded on August 28, 2003 under Deed Book 2003169 at Page 0049 in the Real Property Records of Dallas County, Texas, as further amended by that certain Second Amendment to the Condominium Declaration for The Renaissance on Turtle Creek Condominium recorded on June 7, 2006 as Document No. 200600206331 in the Real Property Records of Dallas County, Texas, as further amended by that certain Amendment to the Condominium Declaration for The Renaissance on Turtle Creek Condominium recorded on June 7, 2006 as Document No. 200600206331 in the Real Property Records of Dallas County, Texas, as further amended by that certain Amendment to the Condominium Declaration for The Renaissance on Turtle Creek Condominium recorded on June 7, 2006 as Document No. 200600206331 in the Real Property Records of Dallas County, Texas, as further amended by that certain Amendment to the Condominium Declaration for The Renaissance on Turtle Creek Condominium recorded on September 24, 2013 as Document No. 201300302212 in the Real Property Records of Dallas County, Texas, as may be further amended and supplemented (collectively, the "Declaration") and covering the Land described on Exhibit A to this Amendment;

WHEREAS, upon completion of construction of the Condominium, Declarant/Developer failed to amend the Declaration, including performing any amendment to the Map to reflect the as built Condominium, which amendment was necessary to accurately depict the constructed Commercial Units;

WHEREAS, the 2009 Judgment set forth that only two Commercial Units existed upon the completion of construction of the Condominium, which units were identified in the Declaration as CU 1 and CU B1 (collectively, "<u>Current Commercial Units</u>"); and, the 2009 Judgment further clarified that the two Commercial Units previously identified in the Declaration as CU 2 and CU B2, were not Commercial Units, but rather General Common Elements, and Commercial Units previously identified in the Declaration as CU 3, CU 4, CU 5 and CU 6 were never constructed, depicted on the Map as required by the Act, made part of the Condominium, and the square footage and undivided ownership interest percentages therefore were created without any plans, drawings, or other supporting documentation;

WHEREAS, Declarant/Developer transferred ownership of the Current Commercial Units to the Association after entry of the 2009 Judgment, which transfer of ownership is evidenced by that certain Quit Claim Deed granted by Declarant/Developer to the Association filed of record on September 2, 2009 in the Real Property Records of Dallas County, Texas as Document No. 200900252731 ("Declarant/Developer Deed");

WHEREAS, per Section 82.067(b)(2) and 82.067(f) of the Act and Section 9.2 of the Declaration, the Board of Directors of the Association possesses the right, power and authority, without any requirement to obtain

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a vote, approval or consent of the Owners, the Association, or any Mortgagee, to amend the Declaration in any manner necessary, including any required adjustment to the undivided ownership interest percentages allocated to all Units and Commercial Units in the Condominium, to meet the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Veterans Administration (collectively, "Governmental Agencies").

WHEREAS, as of September 2012, Governmental Agencies mandate commercial space in a condominium be properly documented in the condominium declaration which must include the number and square footage amounts of commercial space to enable such agencies' to accurately determine the percentage amount of commercial space existing in a condominium, if such percentage amount meets the agencies' requirements, and if a condominium is eligible for project approval and mortgage financing backed by such agencies;

WHEREAS, Governmental Agencies further require that a condominium be declared and exist in full compliance with the Act in order to be eligible for and obtain condominium project approval;

WHEREAS, Section 82.055 and Section 82.059 of the Act set forth certain requirements for the content of a condominium declaration and plans, which include, without limitation, that they contain legally sufficient descriptions of all real property included in a condominium and the improvements thereon as well as a description of the boundaries of each unit;

WHEREAS, the Association, as Owner of the Current Commercial Units, retained a professional licensed surveyor to measure the Current Commercial Units, calculate the square footage thereof, and produce plans of each such unit to record with this Amendment in order to comply with Section 82.055 and Section 82.059 of the Act;

WHEREAS, the decrease of square footage allocated to Commercial Units in the Declaration resulting from the 2009 Judgment caused a decrease in the total square footage amount of all Units and Commercial Units in the Condominium; and, therefore, also a minor change to the undivided ownership interest percentage amounts allocated to Units and Commercial Units in Exhibit B to the Declaration;

WHEREAS, pursuant to that certain vote of Directors taken at a duly called meeting of the Board held March 24, 2015, at which a quorum was present, the Board voted in favor of amending the Declaration pursuant to this Amendment, approved this Amendment as to form and substance and authorized its recordation in the Real Property Records of Dallas County, Texas;

WHEREAS, the Association timely notified each Owner of a Unit by mail of this Amendment, and provided a copy hereof, prior to the March 24, 2015 meeting of the Board in compliance with Section 82.070 of the Act; and

WHEREAS, the Board desires to amend the Declaration as set forth in this Amendment to comply with the Act, properly reflect the changes that occurred to the Condominium from the 2009 Judgment in the Declaration, meet the requirements of Governmental Agencies and ensure the Condominium's ability to obtain project approval and be eligible for mortgage financing backed by the Governmental Agencies.

**NOW THEREFORE**, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

Amendment to the Condominium Declaration for the Renaissance on Turtle Creek Condominium - Commercial Units

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- 1. <u>Changes to Commercial Units and General Common Elements in the Condominium per</u> 2009 Judgment. Any and all references to the Commercial Units and General Common Elements in the Declaration shall be amended as follows:
  - a. <u>General Common Elements</u> Commercial Units identified in the Declaration as CU 2 and CU B2 are not Commercial Units and shall hereafter be legally described and made part of the Condominium as General Common Elements in accordance with the 2009 Judgment.
  - b. Commercial Units -
    - Commercial Units CU 3, CU 4, CU 5 and CU 6 do not exist, were never constructed and were never properly included as part of the Condominium under the Declaration. In accordance with the 2009 Judgment, any and all references to Commercial Units previously identified in the Declaration as CU 3, CU 4, CU 5 and CU 6 are hereby deleted in their entirety.
    - ii. Current Commercial Units CU 1 and CU B1 are the only Commercial Units existing in the Condominium and such units are owned by the Association pursuant to the 2009 Judgment and the Developer/Declarant Deed. The Association shall possess all of the rights, power and authority, and shall be subject to and comply with any and all duties and obligations of Owners of Commercial Units set forth in the Declaration and any other governing document of the Condominium and Association.
- 2. Exhibit B to the Declaration Allocation of Ownership Interests. Exhibit B to the Declaration entitled Allocation of Ownership Interests is hereby deleted in its entirety and shall be replaced by Exhibit B attached to this Amendment, which exhibit is incorporated herein by reference. The undivided ownership interest percentages of each Owner in and to the Common Elements per Section 2.2 of the Declaration, and for the Common Expenses per Section 6.3 of the Declaration, set forth on Exhibit B to this Amendment were calculated using the same formula which established the undivided ownership interest percentages existing in the Declaration prior to this Amendment in accordance with Section 2.2 of the Declaration; and, in accordance with Section 82.057(e) of the Act, the aggregate of the undivided ownership interest percentages set forth on Exhibit B to this Amendment equals 100%.
- 3. Exhibit D to the Declaration Current Commercial Units. Exhibit D to the Declaration, the Map, is hereby amended to delete, in their entirety, any and all references to Commercial Units CU 2, CU B2, CU 3, CU 4, CU 5, and CU 6. Exhibit D shall be further amended to delete, in their entirety, any plans and depictions for Commercial Units CU 1 and CU B1 existing prior to this Amendment, which shall be replaced in their entirety by the plans for Current Commercial Units CU 1 and CU B1 attached to this Amendment as Exhibit C, which exhibit is incorporated herein by reference. The plans set forth on Exhibit C to this Amendment comply with Section 82.059 of the Act.
- Mo Other Changes. Except as expressly modified herein, the Declaration remains unmodified and in full force and effect.

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### [Remainder of Page Intentionally Left Blank]

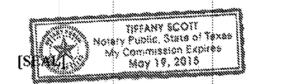
IN WITNESS WHEREOF, the below named Officer of the Association, acting with the authority granted thereto in the Bylaws of the Association, and in accordance with Section 82.067(g) of the Act, has caused this Amendment to the Declaration to be executed as of the date first above written.

#### ASSOCIATION:

On behalf of the Board of Directors of The Renaissance on Turtle Creek Condominium Association, Inc., a Texas nonprofit corporation

By: oyle. President STATE OF TEXAS COUNTY OF DALLAS

This instrument was acknowledged before me on the 25 day of March, 2015 by Timothy Doyle, serving the office of President on the Board of Directors of The Renaissance on Turtle Creek Condominium Association, Inc., a Texas nonprofit corporation on behalf of said association.



My Commission Expires: May 19,2015

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

The Renaissance on Turtle Creek Condominium Association, Inc. c/o FirstService Residential Attn: Alan Carrette, General Manager 3225 Turtle Creek Boulevard Dallas, Texas 75219

Signature Page – Amendment to the Condominium Declaration for the Renaissance on Turtle Creek Condominium, Commercial Units, March 2015

#### EXHIBIT A

### Amendment to Condominium Declaration for the Renaissance on Turtle Creek Condominium

Description of the Land

[Attached Hereto]

Exhibit A, Cover Page - Amendment to the Condominium Declaration for the Renaissance on Turtle Creek Condominium (Description of the Land)

# TRACT 1 OUT OF LOT 1A, BLOCK A/992 SALE STREET ADDITION CITY OF DALLAS, TEXAS

#### PROPERTY DESCRIPTION TRACT 1

BEING a 1.0291 acres tract situated in the W. Grigsby Survey, Abstract No. 501, and being part of that tract conveyed to 3225 Turte Creek, L.P. by deed recorded in Volume 98126, Page 1841, Deed Records, Dallas County, Texas, and being a part of Lot 1A, Block A/992, Sale Street Addition, an Addition to the City of Dallas as recorded by plat in Volume 99192, Page 15, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BECHNNING at a new found for corner in southwest line of Hall Street (a variable width R.Q.W.), sold corner also being the northeast corner of a tract conveyed to George Poston by deed recorded in Valume 89053. Page 701. Deed Records. Dallas County. Texas;

THENCE 558701'26"E, along said southwest line, a distance of 62.45 feet to a p.k. nost set for corner at the intersection of said southwest line with the west line of Turtie Creek Bouleward (variable width R.O.W.);

THENCE \$05'44'17"W, along said west line, a distance of 341.61 feet to a p.k. nail set for corner at the east corner of a tract conveyed to Meridian Properties Mumber 5 (USA) Limited by deed recorded in Volume 87249, Page 3422, Deed Records, Dallas County, Texas;

THENCE N4809'43"W, departing said west line and along the northeast line of said Meridian tract, a distance of 207.75 feet to a 5/8" iron rod set for corner.

THENCE N4054'31"W, departing sold northeast line, a distance of 59.33 feet to a point for corner.

THENCE N4138'17"E, a distance of 42.40 feet to an "x" cut set for corner of the south corner of the oforementioned George Poston tract:

THENCE N42'53'17"E, along the southeast line of sold Poston tract, a distance of 215.47 feet to the POINT OF BECINNING and containing 44,829 square feet or 1.0291 acres of land, more or less.

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### TRACT 2 OUT OF LOT 1A, BLOCK A/992 SALE STREET ADDITION CITY OF DALLAS, TEXAS

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1995年1995月1日 - 1995年1995年1995年1997 - 1995年19月1日 1995年19月1日 - 1995

#### PROPERTY DESCRIPTION BRACT 2

BEING a 1.6444 acree tract allusted in the W Crigsby Survey. Abstract No. 501. and being part at that tract conveyed to 3225 Julie Creek, L.P. by deed recorded in Vikinia 96128, Page 1841, Deed Accards, Dolles County, Taxus, and being a part of Lot 14. Mack A/992, Sale Street Adation, on Aduition to the City of Galess as recorded by plot in Vakina 99182, Page 15, Deed Records, Dollar County. Texas, and being more particularly described as follows:

SECUMENCS of an " $x^{\circ}$  cut found for corner of the intersection of the northeast the of Cador Springs Hand (50' H.O.W.) with the southeast lice of Sole Street (40' R.O.W.);

NETRICE N457.3717°E, along sold costheses line, a distance of 473.17 level to an 'x" cut found for corner at the intersection of sold contineast line with the tooltheasterly line of ited Street (variable width R.O.W.);

Distance S5754'18'E, along and southwesterly line, a distance of 111.01 feet in a point for corner.

TRENCE 543-54'38"H, depending sold noutheestarty line, a distance of 201.83 feet to a point for corner;

DENCE SECTOR'S, a distance of 192.36 feet to a paint for communi

DeDICE 54478'43'E. a distance of 241.35 feet to a point for corner in line northwest fine of a brack cornered to Meridian Properties Number 5 (USA) United as recorded in Valuma 87248, Page 3422, Deed Records, Cablos County, Fence:

THERECE S45"41"7"W, along sold northwarterly line, a distance of 88.80 test to an "x" cut an mark for corner of this southerest corner of raid iteration tract and in the aforementioned northeest line of Cedar Springs fload:

Defnect N-4745'43's owne suid north-over line, a detance of 326.00 level to the possit of SECSHERING and containing 71,631 square level or 1,8444 acres of hund, more or best.

## TRACT 3 OUT OF LOT 1A, BLOCK A/992 SALE STREET ADDITION CITY OF DALLAS, TEXAS

的复数水晶体 医二氏体 医皮肤结核结核试验 化丁酚丁酮医丁酚丁酚丁酚丁酚丁酮丁酮 化丁酮 化乙烯 网络网络人 网络人的人名人名 人名马尔 人名法法 医子外外的 医子子 化乙烯基苯基苯基 医牙子足的 医牙子病 化乙烯合物

#### PROPERTY DESCRIPTION DRACT 3

SERVE a 1.1437 acre inset slugied in the W. Grigsby Survey, Abstract No. 501, and being port of thet fract conveyed to 3223 Turke Creek, L.P. by deed recorded in Volume S8125, Page 1841, Deed Recorde, Defice County, Texas, and being a part of Lat 1A. Hock A/992, Sale Street Aduition, an Aduition to the City of Datas an recorded by plat in Volume 98192, Page 15. Deed Records, Ballos County, Texas, and being more particularly described as follows:

BEGRANNED at a not found for corner in the southwest line of Hold Street (vortable width R.O.W.), sold corner being the worth corner of a tract conveyed to George Poston by deed recorded in Volume 84021. Page 4108, Deed Records, Dates County, Taxos:

hteric: \$43.354.36"W, deposing sold evelopest line and along the northerest line at sold Posten tract, a distance of 193.95 feet to an "s" cut set for corner of the southment corner of sold Posten tract;

TRENCE 548-21"43"E, slong the southward are at sold Poston Loci and possing the southeast corner of sold tract and the southward conter of a loci ophnesed to sold George Poston by doed recorded in Volume ADUSJ, Page 701, Geed Records, Ballas County, Taxon, and continuing elong the scutturest line of this tract in all a locid distance of 131,60 seet to an "x" cut set for corner of the southeast corner at soid Poston tract;

NEMCE S4(3877%), departing hold nowthinest time of sold Porton Iract. a distance of \$240 feet to a point for conter.

RACHER S40'56'31"E, a dialance of 59.33 level to a 5/8" iron rod set for corner of the nerth corner of a tract conveyed to Merkilam Properties Number Fire (USA) Limited by deed recorded in Velance 87248, Page 3422, Reed Records, Datas County, Tenanc

INENCE 545'41'17'W, along the northwest fire of sold Merkdion bruch a distance of 184.00 test is a point for conner.

INENCE N4478'43"W, deporting sold northwest line, a distance of 241.35 left to a print to correct

HENCE NS236 02'E. a clatonce of 192.36 lost to a point for corner;

THENCE MIJSI'SS'S, a statement of 201.00 test to a point for corner in the aforementioned applicates the of tick Street;

INSINCE \$57'54'16"E, along sold southwest line, a distance of 24.52 last to the POINT OF DECOMBING and containing 49,019 square last or 1.14.57 acres of land, more or less.

#### EXHIBIT B

#### Amendment to Condominium Declaration for the Renaissance on Turtle Creek Condominium

Allocation of Ownership Interests

[Attached Hereto]

Exhibit B, Cover Page – Amendment to the Condominium Declaration for the Renaissance on Turtle Creek Condominium (Allocation of Ownership Interests)

Unit	Туре	Net S.F	Undivided Ownership Interest
101	Residential	829	0.13438%
201	Residential	1,126	0.18252%
301	Residential	1,126	0.18252%
401	Residential	1,126	0.18252%
501	Residential	1,126	0.18252%
601	Residential	1,126	0.18252%
701	Residential	1,126	0.18252%
801	Residential	1,126	0.18252%
901	Residential	1,126	0.18252%
1001	Residential	1,126	0.18252%
1101	Residential	1,126	0.18252%
1201	Residential	1,126	0.18252%
1401	Residential	1,126	0.18252%
1501	Residential	1,126	0.18252%
1601	Residential	1,126	0.18252%
1701	Residential	1,126	0.18252%
1801	Residential	1,126	0.18252%
1901	Residential	1,126	0.18252%
2001	Residential	1,126	0.18252%
2101	Residential	1,126	0.18252%
2201	Residential	1,856	0.30085%
102	Residential	858	0.13908%
202	Residential	858	0.13908%
302	Residential	1.150	0.18641%
402	Residential	1,120	0.18155%
502	Residential	1,120	0.18155%
602	Residential	1,120	0.18155%
702	Residential	1.120	0.18155%
802	Residential	1,120	0.18155%
902	Residential	1,120	0.18155%
1002	Residential	1,120	0.18155%
1102	Residential	1,120	0.18155%
1202	Residential	1,120	0.18155%
1402	Residential	1,120	0.18155%
1502	Residential	1,120	0.18155%
1602	Residential	1,120	0.18155%
1702	Residential	1,120	0.18155%

#### **Allocation of Ownership Interests**

Allocation	of	Ownership	Interests
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Unit	Туре	Net S.F	Undivided Ownership Interest
1802	Residential	1,120	0.18155%
1902	Residential	1,120	0.18155%
2002	Residential	1,120	0.18155%
2102	Residential	1,120	0.18155%
2202	Residential	1,856	0.30085%
203	Residential	858	0.13908%
303	Residential	1,152	0.18674%
403	Residential	1,120	0.18155%
503	Residential	1,120	0.18155%
603	Residential	1,120	0.18155%
703	Residential	1,120	0.18155%
803	Residential	1,120	0.18155%
903	Residential	1,120	0.18155%
1003	Residential	1,120	0.18155%
1103	Residential	1,120	0.18155%
1203	Residential	1,120	0.18155%
1403	Residential	1,120	0.18155%
1503	Residential	1,120	0.18155%
1603	Residential	1,120	0.18155%
1703	Residential	1,120	0.18155%
1803	Residential	1,120	0.18155%
1903	Residential	1,120	0.18155%
2003	Residential	1,120	0.18155%
2103	Residential	1,120	0.18155%
2203	Residential	1,856	0.30085%
204	Residential	1,126	0.18252%
304	Residential	1,126	0.18252%
404	Residential	1,119	0.18139%
504	Residential	1,126	0.18252%
604	Residential	1,126	0.18252%
704	Residential	1,126	0.18252%
804	Residential	1,126	0.18252%
904	Residential	1,126	0.18252%
1004	Residential	1,126	0.18252%
1104	Residential	1,126	0.18252%
1204	Residential	1,126	0.18252%
1404	Residential	1,126	0.18252%
1504	Residential	1,126	0.18252%

Allocation	01	Ownership	Interests
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Unit	Туре	Net S.F	Undivided Ownership Interest
1604	Residential	1,126	0.18252%
1704	Residential	1,126	0.18252%
1804	Residential	1,126	0.18252%
1904	Residential	1,126	0.18252%
2004	Residential	1.126	0.18252%
2104	Residential	1,126	0.18252%
205	Residential	712	0.11541%
305	Residential	712	0.11541%
405	Residential	712	0.11541%
505	Residential	712	0.11541%
605	Residential	712	0.11541%
705	Residential	712	0.11541%
805	Residential	712	0.11541%
905	Residential	712	0.11541%
1005	Residential	712	0.11541%
1105	Residential	712	0.11541%
1205	Residential	712	0.11541%
1405	Residential	712	0.11541%
1505	Residential	712	0.11541%
1605	Residential	712	0.11541%
1705	Residential	712	0.11541%
1805	Residential	712	0.11541%
1905	Residential	712	0.11541%
2005	Residential	712	0.11541%
2105	Residential	712	0.11541%
2205	Residential	2,568	0.41627%
206	Residential	1,152	0.18674%
306	Residential	1.152	0.18674%
406	Residential	1.152	0.18674%
506	Residential	1,152	0.18674%
606	Residential	1.152	0.18674%
706	Residential	1,152	0.18674%
806	Residential	1,152	0.18674%
906	Residential	1,152	0.18674%
1006	Residential	1,152	0.18674%
1106	Residential	1,152	0.18674%
1206	Residential	1,152	0.18674%
1406	Residential	1,152	0.18674%

Unit	Туре	Net S.F	Undivided Ownership Interest
1506	Residential	1,152	0.18674%
1606	Residential	1,152	0.18674%
1706	Residential	1,152	0.18674%
1806	Residential	1,152	0.18674%
1906	Residential	1,152	0.18674%
2006	Residential	1,152	0.18674%
2106	Residential	1,152	0.18674%
2206	Residential	1,152	0.18674%
207	Residential	1,162	0.18836%
307	Residential	1,162	0.18836%
407	Residential	1,162	0.18836%
507	Residential	1,162	0.18836%
607	Residential	1,162	0.18836%
707	Residential	1,162	0.18836%
807	Residential	1,162	0.18836%
907	Residential	1,162	0.18836%
1007	Residential	1,162	0.18836%
1107	Residential	1,162	0.18836%
1207	Residential	1,162	0.18836%
1407	Residential	1,162	0.18836%
1507	Residential	1,162	0.18836%
1607	Residential	1,162	0.18836%
1707	Residential	1,162	0.18836%
1807	Residential	1,162	0.18836%
1907	Residential	1,162	0.18836%
2007	Residential	1,162	0.18836%
2107	Residential	1,162	0.18836%
2207	Residential	1,162	0.18836%
CUI	Commercial	1,297	0.21024%
CUBI	Commercial	1,130	0.18317%
08	Residential	1,162	0.18836%
108	Residential	1,163	0.18852%
208	Residential	1,163	0.18852%
308	Residential	1,163	0.18852%
408	Residential	1,163	0.18852%
508	Residential	1,163	0.18852%
608	Residential	1,163	0.18852%
708	Residential	1,163	0.18852%

# Allocation of Ownership Interests

Amendment to Condominium Declaration for The Renaissance on Turtle Creek Condominium, March 2015

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#### Allocation of Ownership Interests

Unit	Туре	Net S.F	Undivided Ownership Interest
808	Residential	1,163	0.18852%
908	Residential	1,163	0.18852%
1008	Residential	1,163	0.18852%
1108	Residential	1,163	0.18852%
1208	Residential	1,163	0.18852%
1408	Residential	1,163	0.18852%
1508	Residential	1,163	0.18852%
1608	Residential	1,163	0.18852%
509	Residential	1,242	0.20133%
609	Residential	1,242	0.20133%
709	Residential	1,242	0.20133%
809	Residential	1,242	0.20133%
909	Residential	1,242	0.20133%
1009	Residential	1,242	0.20133%
1109	Residential	1,242	0.20133%
1209	Residential	1,242	0.20133%
1409	Residential	1,242	0.20133%
1509	Residential	1,242	0.20133%
1609	Residential	1,242	0.20133%
10	Residential	834	0.13519%
110	Residential	832	0.13487%
210	Residential	816	0.13227%
310	Residential	816	0.13227%
410	Residential	816	0.13227%
510	Residential	816	0.13227%
610	Residential	816	0.13227%
710	Residential	816	0.13227%
810	Residential	816	0.13227%
910	Residential	816	0.13227%
1010	Residential	816	0.13227%
1110	Residential	816	0.13227%
1210	Residential	816	0.13227%
1410	Residential	816	0.13227%
1510	Residential	816	0.13227%
1610	Residential	816	0.13227%
511	Residential	1,254	0.20327%
611	Residential	1,254	0.20327%
711	Residential	1,254	0.20327%

Amendment to Condominium Declaration for The Renaissance on Turtle Creek Condominium, March 2015

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# Allocation of Ownership Interests

Unit	Туре	Net S.F	Undivided Ownership Interest
811	Residential	1,254	0.20327%
911	Residential	1,254	0.20327%
1011	Residential	1,254	0.20327%
1111	Residential	1,254	0.20327%
1211	Residential	1,254	0.20327%
1411	Residential	1,254	0.20327%
1511	Residential	1,254	0.20327%
1611	Residential	917	0.14864%
12	Residential	889	0.14411%
112	Residential	817	0.13243%
212	Residential	832	0.13487%
312	Residential	832	0.13487%
412	Residential	832	0.13487%
512	Residential	832	0.13487%
612	Residential	832	0.13487%
712	Residential	832	0.13487%
812	Residential	832	0.13487%
912	Residential	832	0.13487%
1012	Residential	832	0.13487%
1112	Residential	832	0.13487%
1212	Residential	832	0.13487%
1412	Residential	832	0.13487%
1512	Residential	832	0.13487%
1613	Residential	933	0.15124%
14	Residential	844	0.13681%
114	Residential	844	0.13681%
214	Residential	844	0.13681%
314	Residential	844	0.13681%
414	Residential	844	0.13681%
514	Residential	844	0.13681%
614	Residential	844	0.13681%
714	Residential	844	0.13681%
814	Residential	844	0.13681%
914	Residential	844	0.13681%
1014	Residential	844	0.13681%
1114	Residential	844	0.13681%
1214	Residential	844	0.13681%
1414	Residential	844	0.13681%

Amendment to Condominium Declaration for The Renaissance on Turtle Creek Condominium, March 2015

# Allocation of Ownership Interests

Unit	Туре	Net S.F	Undivided Ownership Interest
1514	Residential	844	0.13681%
1614	Residential	832	0.13487%
1615	Residential	917	0.14864%
16	Residential	829	0.13438%
116	Residential	829	0.13438%
216	Residential	829	0.13438%
316	Residential	829	0.13438%
416	Residential	829	0.13438%
516	Residential	829	0.13438%
616	Residential	829	0.13438%
716	Residential	829	0.13438%
816	Residential	829	0.13438%
916	Residential	829	0.13438%
1016	Residential	829	0.13438%
1116	Residential	829	0.13438%
1216	Residential	829	0.13438%
1416	Residential	829	0.13438%
1516	Residential	829	0.13438%
1616	Residential	844	0.13681%
517	Residential	1,240	0.20100%
617	Residential	1,240	0.20100%
717	Residential	1,240	0.20100%
817	Residential	1,240	0.20100%
917	Residential	1,240	0.20100%
1017	Residential	1,240	0.20100%
1117	Residential	1,240	0.20100%
1217	Residential	1,240	0.20100%
1417	Residential	1,240	0.20100%
1517	Residential	1,240	0.20100%
1617	Residential	933	0.15124%
18	Residential	834	0.13519%
118	Residential	834	0.13519%
218	Residential	834	0.13519%
318	Residential	834	0.13519%
418	Residential	834	0.13519%
518	Residential	834	0.13519%
618	Residential	834	0.13519%
718	Residential	834	0.13519%

# **Allocation of Ownership Interests**

Unit	Туре	Net S.F	Undivided Ownership Interest
818	Residential	834	0.13519%
918	Residential	834	0.13519%
1018	Residential	834	0.13519%
1118	Residential	834	0.13519%
1218	Residential	834	0.13519%
1418	Residential	834	0.13519%
1518	Residential	834	0.13519%
1618	Residential	829	0.13438%
519	Residential	1,240	0.20100%
619	Residential	1,240	0.20100%
719	Residential	1,240	0.20100%
819	Residential	1.240	0.20100%
919	Residential	1,240	0.20100%
1019	Residential	1,240	0.20100%
1119	Residential	1,240	0.20100%
1219	Residential	1,240	0.20100%
1419	Residential	1,240	0.20100%
1519	Residential	1,240	0.20100%
1619	Residential	917	0.14864%
20	Residential	1.154	0.18706%
120	Residential	1,154	0.18706%
220	Residential	1,154	0.18706%
320	Residential	1,154	0.18706%
420	Residential	1,154	0.18706%
520	Residential	1,154	0.18706%
620	Residential	1,154	0.18706%
720	Residential	1,154	0.18706%
820	Residential	1,154	0.18706%
920	Residential	1,154	0.18706%
1020	Residential	1,154	0.18706%
1120	Residential	1,154	0.18706%
1220	Residential	1,154	0.18706%
1420	Residential	1,154	0.18706%
1520	Residential	1,154	0.18706%
1620	Residential	834	0.13519%
1621	Residential	917	0.14864%
122	Residential	913	0.14800%
222	Residential	913	0.14800%

Amendment to Condominium Declaration for The Renaissance on Turtle Creek Condominium, March 2015

Allocation of	Ownership	Interests
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Unit	Туре	Net S.F	Undivided Ownership Interest
322	Residential	913	0.14800%
422	Residential	913	0.14800%
522	Residential	913	0.14800%
622	Residential	913	0.14800%
722	Residential	913	0.14800%
822	Residential	913	0.14800%
922	Residential	913	0.14800%
1022	Residential	913	0.14800%
1122	Residential	913	0.14800%
1222	Residential	913	0.14800%
1422	Residential	913	0.14800%
1522	Residential	913	0.14800%
1623	Residential	917	0.14864%
124	Residential	1,160	0.18803%
224	Residential	1,160	0.18803%
324	Residential	1,160	0.18803%
424	Residential	1,160	0.18803%
524	Residential	1.160	0.18803%
624	Residential	1,160	0.18803%
724	Residential	1,160	0.18803%
824	Residential	1,160	0.18803%
924	Residential	1,160	0.18803%
1024	Residential	1,160	0.18803%
1124	Residential	1,160	0.18803%
1224	Residential	1,160	0.18803%
1424	Residential	1,160	0.18803%
1524	Residential	1,160	0.18803%
1625	Residential	917	0.14864%
126	Residential	834	0.13519%
226	Residential	1,154	0.18706%
326	Residential	1.154	0.18706%
426	Residential	1,154	0.18706%
526	Residential	1,154	0.18706%
626	Residential	1,154	0.18706%
726	Residential	1,154	0.18706%
826	Residential	1,154	0.18706%
926	Residential	1,154	0.18706%
1026	Residential	1,154	0.18706%

# **Allocation of Ownership Interests**

Unit	Туре	Net S.F	Undivided Ownership Interest
1126	Residential	1,154	0.18706%
1226	Residential	1,154	0.18706%
1426	Residential	1.154	0.18706%
1526	Residential	1,154	0.18706%
1626	Residential	1,154	0.18706%
1627	Residential	924	0.14978%
128	Residential	832	0.13487%
228	Residential	832	0.13487%
328	Residential	832	0.13487%
428	Residential	832	0.13487%
528	Residential	832	0.13487%
628	Residential	832	0.13487%
728	Residential	832	0.13487%
828	Residential	832	0.13487%
928	Residential	832	0.13487%
1028	Residential	832	0.13487%
1128	Residential	832	0.13487%
1228	Residential	832	0.13487%
1428	Residential	832	0.13487%
1528	Residential	832	0.13487%
1628	Residential	1,617	0.26211%
629	Residential	1,267	0.20538%
729	Residential	1,267	0.20538%
829	Residential	1,267	0.20538%
929	Residential	1,267	0.20538%
1029	Residential	1,267	0.20538%
1129	Residential	1,267	0.20538%
1229	Residential	1,267	0.20538%
1429	Residential	1,267	0.20538%
1529	Residential	1,267	0.20538%
130	Residential	832	0.13487%
230	Residential	816	0.13227%
330	Residential	816	0.13227%
430	Residential	816	0.13227%
530	Residential	816	0.13227%
630	Residential	816	0.13227%
730	Residential	816	0.13227%
830	Residential	816	0.13227%

Amendment to Condominium Declaration for The Renaissance on Turtle Creek Condominium, March 2015

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# Allocation of Ownership Interests

Unit	Туре	Net S.F	Undivided Ownership Interest
930	Residential	816	0.13227%
1030	Residential	816	0.13227%
1130	Residential	816	0.13227%
1230	Residential	816	0.13227%
1430	Residential	816	0.13227%
1530	Residential	816	0.13227%
1630	Residential	1,900	0.30799%
631	Residential	846	0.13714%
731	Residential	846	0.13714%
831	Residential	846	0.13714%
931	Residential	846	0.13714%
1031	Residential	846	0.13714%
1131	Residential	846	0.13714%
1231	Residential	846	0.13714%
1431	Residential	846	0.13714%
1531	Residential	846	0.13714%
132	Residential	817	0.13243%
232	Residential	832	0.13487%
332	Residential	832	0.13487%
432	Residential	\$32	0.13487%
532	Residential	832	0.13487%
632	Residential	832	0.13487%
732	Residential	832	0.13487%
832	Residential	832	0.13487%
932	Residential	832	0.13487%
1032	Residential	832	0.13487%
1132	Residential	832	0.13487%
1232	Residential	832	0.13487%
1432	Residential	832	0.13487%
1532	Residential	832	0.13487%
1632	Residential	1,905	0.30880%
533	Residential	846	0.13714%
633	Residential	831	0.13470%
733	Residential	831	0.13470%
833	Residential	831	0.13470%
933	Residential	831	0.13470%
1033	Residential	831	0.13470%
1133	Residential	831	0.13470%

Amendment to Condominium Declaration for The Renaissance on Turtle Creek Condominium, March 2015

# Allocation of Ownership Interests

Unit	Туре	Net S.F	Undivided Ownership Interest
1233	Residential	831	0.13470%
1433	Residential	831	0.13470%
1533	Residential	831	0.13470%
1633	Residential	928	0.15043%
134	Residential	832	0.13487%
234	Residential	816	0.13227%
334	Residential	816	0.13227%
434	Residential	816	0.13227%
534	Residential	816	0.13227%
634	Residential	816	0.13227%
734	Residential	816	0.13227%
834	Residential	816	0.13227%
934	Residential	816	0.13227%
1034	Residential	816	0.13227%
1134	Residential	816	0.13227%
1234	Residential	816	0.13227%
1434	Residential	816	0.13227%
1534	Residential	816	0.13227%
1634	Residential	829	0.13438%
535	Residential	1,154	0.18706%
635	Residential	841	0.13632%
735	Residential	841	0.13632%
835	Residential	841	0.13632%
935	Residential	841	0.13632%
1035	Residential	841	0.13632%
1135	Residential	841	0.13632%
1235	Residential	841	0.13632%
1435	Residential	841	0.13632%
1535	Residential	841	0.13632%
1635	Residential	917	0.14864%
136	Residential	817	0.13243%
236	Residential	832	0.13487%
336	Residential	832	0.13487%
436	Residential	832	0.13487%
536	Residential	832	0.13487%
636	Residential	832	0.13487%
736	Residential	832	0.13487%
836	Residential	832	0.13487%

# **Allocation of Ownership Interests**

Unit	Туре	Net S.F	Undivided Ownership Interest
936	Residential	832	0.13487%
1036	Residential	832	0.13487%
1136	Residential	832	0.13487%
1236	Residential	832	0.13487%
1436	Residential	832	0.13487%
1536	Residential	832	0.13487%
1636	Residential	816	0.13227%
637	Residential	534	0.08656%
737	Residential	534	0.08656%
837	Residential	534	0.08656%
937	Residential	534	0.08656%
1037	Residential	534	0.08656%
1137	Residential	534	0.08656%
1237	Residential	534	0.08656%
1437	Residential	534	0.08656%
1537	Residential	534	0.08656%
1637	Residential	917	0.14864%
138	Residential	522	0.08462%
238	Residential	522	0.08462%
338	Residential	522	0.08462%
438	Residential	522	0.08462%
538	Residential	522	0.08462%
638	Residential	522	0.08462%
738	Residential	522	0.08462%
838	Residential	522	0.08462%
938	Residential	522	0.08462%
1038	Residential	522	0.08462%
1138	Residential	522	0.08462%
1238	Residential	522	0.08462%
1438	Residential	522	0.08462%
1538	Residential	522	0.08462%
1639	Residential	917	0.14864%
140	Residential	538	0.08721%
240	Residential	538	0.08721%
340	Residential	538	0.08721%
440	Residential	538	0.08721%
540	Residential	538	0.08721%
640	Residential	538	0.08721%

# Allocation of Ownership Interests

Unit	Туре	Net S.F	Undivided Ownership Interest
740	Residential	538	0.08721%
840	Residential	538	0.08721%
940	Residential	538	0.08721%
1040	Residential	538	0.08721%
1140	Residential	538	0.08721%
1240	Residential	538	0.08721%
1440	Residential	538	0.08721%
1540	Residential	538	0.08721%
1640	Residential	832	0.13487%
1641	Residential	917	0.14864%
042	Residential	1,154	0.18706%
142	Residential	1,154	0.18706%
242	Residential	1,154	0.18706%
342	Residential	1,154	0.18706%
442	Residential	1.154	0.18706%
542	Residential	1.154	0.18706%
642	Residential	1,154	0.18706%
742	Residential	1,154	0.18706%
842	Residential	1,154	0.18706%
942	Residential	1,154	0.18706%
1042	Residential	1,154	0.18706%
1142	Residential	1,154	0.18706%
1242	Residential	1,154	0.18706%
1442	Residential	1,154	0.18706%
1542	Residential	1,154	0.18706%
1642	Residential	816	0.13227%
143	Residential	1,154	0.18706%
243	Residential	1,154	0.18706%
343	Residential	1,154	0.18706%
443	Residential	1,154	0.18706%
543	Residential	1,154	0.18706%
643	Residential	1,154	0.18706%
743	Residential	1,154	0.18706%
843	Residential	1,154	0.18706%
943	Residential	1,154	0.18706%
1043	Residential	1,154	0.18706%
1143	Residential	1,154	0.18706%
1243	Residential	1.154	0.18706%

# **Allocation of Ownership Interests**

Unit	Туре	Net S.F	Undivided Ownership Interest
1443	Residential	1,154	0.18706%
1543	Residential	1,154	0.18706%
1643	Residential	917	0.14864%
145	Residential	1,154	0.18706%
245	Residential	1,154	0.18706%
345	Residential	1,154	0.18706%
445	Residential	1,154	0.18706%
545	Residential	1,154	0.18706%
645	Residential	1,154	0.18706%
745	Residential	1.154	0.18706%
845	Residential	1,154	0.18706%
945	Residential	1,154	0.18706%
1045	Residential	1,154	0.18706%
1145	Residential	1,154	0.18706%
1245	Residential	1.154	0.18706%
1445	Residential	1,154	0.18706%
1545	Residential	1,154	0.18706%
1645	Residential	917	0.14864%
046	Residential	1,154	0.18706%
146	Residential	1,154	0.18706%
246	Residential	1,154	0.18706%
346	Residential	1,154	0.18706%
446	Residential	1,154	0.18706%
546	Residential	1,154	0.18706%
646	Residential	1,154	0.18706%
746	Residential	1.154	0.18706%
846	Residential	1,154	0.18706%
946	Residential	1,154	0.18706%
1046	Residential	1,154	0.18706%
1146	Residential	1,154	0.18706%
1246	Residential	1,154	0.18706%
1446	Residential	1,154	0.18706%
1546	Residential	1,154	0.18706%
1646	Residential	832	0.13487%
047	Residential	1,745	0.28286%
147	Residential	1,745	0.28286%
247	Residential	1,745	0.28286%
347	Residential	1,745	0.28286%

Amendment to Condominium Declaration for The Renaissance on Turtle Creek Condominium, March 2015

# **Allocation of Ownership Interests**

Unit	Туре	Net S.F	Undivided Ownership Interest
447	Residential	1,745	0.28286%
547	Residential	1,745	0.28286%
647	Residential	1,745	0.28286%
747	Residential	1,745	0.28286%
847	Residential	1,745	0.28286%
947	Residential	1,745	0.28286%
1047	Residential	1,745	0.28286%
1147	Residential	1,745	0.28286%
1247	Residential	1,745	0.28286%
1447	Residential	1,745	0.28286%
1547	Residential	1,745	0.28286%
1647	Residential	925	0.14994%
048	Residential	1,200	0.19452%
148	Residential	1,200	0.19452%
248	Residential	1,200	0.19452%
348	Residential	1,200	0.19452%
448	Residential	1,200	0.19452%
548	Residential	1,200	0.19452%
648	Residential	1,200	0.19452%
748	Residential	1,200	0.19452%
848	Residential	1,200	0.19452%
948	Residential	1,200	0.19452%
1048	Residential	1,200	0.19452%
1148	Residential	1,200	0.19452%
1248	Residential	1,200	0.19452%
1448	Residential	1,200	0.19452%
1548	Residential	1,200	0.19452%
1648	Residential	1,043	0.16907%
1649	Residential	1.033	0.16745%
1650	Residential	1,043	0.16907%
1652	Residential	1,154	0.18706%
1653	Residential	1,154	0.18706%
1655	Residential	1,154	0.18706%
1656	Residential	1,154	0.18706%
1657	Residential	1,745	0.28286%
1658	Residential	1,200	0.19452%
Total		616,910	100.00%

#### EXHIBIT C

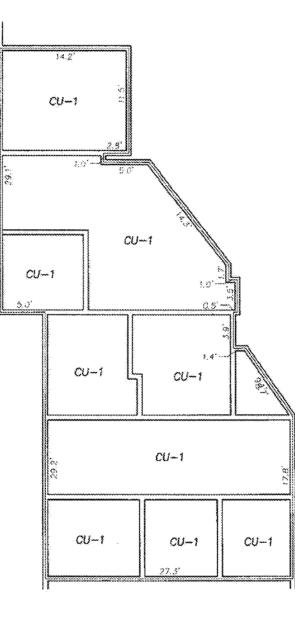
#### Amendment to Condominium Declaration for the Renaissance on Turtle Creek Condominium

Plans of Current Commercial Units CU 1 CU B1

[Attached Hereto]

Exhibit C, Cover Page – Amendment to the Condominium Declaration for the Renaissance on Turtle Creek Condominium (Plans for Current Commercial Units CU 1 and CU B1)

The Renalssance on Turtle Creek Condominium Commercial Unit CU-1 City of Dallas, Dallas County, Texas (located on Level 1 - ground level - of the building commonly referred to as "Building A") Monagement Office Areas



0\_\_\_\_\_10\_\_\_20\_feet

SCALE: 1" = 10" Rev. January 9. 2015 December 23, 2014 Project No. 14092



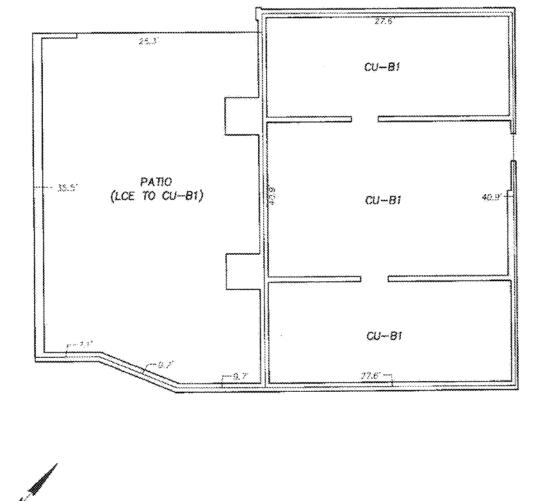
Level 1 - Ground level:

Elevations on Level 1 are between 100.00 feet and 110.00 feet, based on a finished floor elevation of 100.00 feet for Building A.

801 E. Compbell Rd — Suite 575 Richardson, Texas 75081 pn:(214) 328-3500 lax (214) 328-3512 email@iburncarson.com

SHEET 1 OF 2

The Renaissance on Turtle Creek Condominium Commercial Unit CU-B1 City of Dallas, Dallas County, Texas (located on Level 1 - ground level - of the building commonly referred to as "Building B")



Level 1 - Ground level:

Elevations on Level 1 urc between 105.75 feet and 15.18 feet, based on a finished floor elevation of 100.00 feet for Building A



20 feet

Reis Jonuary 9, 2015 December 23, 2014 Project No. 14092

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SHEET 2 OF 2



801 E. Compbell Rd - Suite 575 Richardson, Texas 75081 ph: (214) 328-3500 fes: (214) 328-35/2 emol@pburncorson.com

Filed and Recorded Official Public Records John F. Warren, County Clerk Dallas County, TEXAS 03/27/2015 09:38:44 AM \$138.00 201500075281

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