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SEP 20 1973
Frank Boriskie
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By _____ Deputy

THE STATE OF TEXAS X
COUNTY OF BRAZOS X

THIS DECLARATION is made and executed in Bryan, Brazos County Texas, on this 20 day of September, 1973, by WARREN C. HARMON and NANCY HARMON, hereinafter called "grantors", pursuant to the provisions of the Texas Condominium Act.

W I T N E S S E T H :

WHEREAS, grantors are the owner of certain property located in the City of Bryan, Brazos County, Texas, described as follows: Lots One (1), Two (2), Three (3) and Four (4) in Block Four (4) of Enchanted Meadows First (1st) Installment, according to a plat of said addition of record in Volume 244, Page 129, Deed Records of Brazos County, Texas.

WHEREAS, grantors are the owner of certain Townhouse buildings and certain other improvements heretofore constructed and hereafter to be constructed upon the aforesaid property, which property constitutes a "Condominium Project" under the terms of the provisions of the Texas Condominium Act, Article 1301a of the Revised Civil Statutes of Texas, and it is the desire and intention of the grantors to divide the project into condominiums and to sell and convey the same to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed, and for such purpose the grantors hereby make the following declaration as to the divisions, covenants, restrictions, limitations, conditions, and uses to which the above-described real property and improvements thereon, consisting of twelve (12) townhouse family structures and appurtenances may be put, and hereby specify that the declaration shall constitute covenants to run with the land and shall be binding on the grantors, their successors, heirs and assigns, and all subsequent owners of all or any part of the described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

A. Grantor, in order to establish a plan of condominium ownership for the above-described property and improvements, covenants that they hereby divide the real property into the

following separate freehold estates:

1. The twelve (12) separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each apartment unit in the structure on the described property as shown on the plat attached hereto and in a part hereof, which spaces are defined and referred to herein as "apartment spaces".

2. A freehold estate consisting of the remaining portion of the real property is described and referred to herein as the "common area and facilities," which definition includes all of the property other than the spaces or areas contained in the perimeter walls of each apartment unit as defined in 1. above, and specifically includes, but is not limited to, the parking areas, storage spaces, community facilities, swimming pool, pumps, water tank, trees, pavement, pipes, wires, conduits, and other public utility lines.

B. For the purpose of this declaration, the ownership of each apartment space shall include the respective undivided interest in the common areas and facilities specified and established in Paragraph D hereof, and each apartment space together with the undivided interest is defined and hereafter referred to as "family unit."

C. The twelve (12) individual townhouse or apartment spaces hereby established and which shall be individually conveyed are fully described by dimensions on the plat attached hereto, and described herein as follows:

3828-L

3826-K

3824-J

3822-I

3820-H

3818-G

3816-F

3814-E

3812-D

3810-C

3808-B

3806-A

D. Each respective apartment space shall have an undivided one-twelfth (1/12) interest in the common areas and facilities which shall be conveyed with each said respective apartment space. This undivided interest to be conveyed with the respective apartment spaces as herein indicated cannot be changed, and the grantors, their heirs, executors, administrators, and assigns, and grantees, covenant that the undivided interests in the common areas and facilities and the fee titles to the respective apartment spaces conveyed therewith, shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed or encumbered with its respective apartment space, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the apartment space.

E. The proportionate shares of the separate owners of the respective family units in the profits and common expenses of the common areas and facilities, as well as their proportionate representation for voting purposes in the association of owners shall be one-twelfth (1/12) each.

F. Attached hereto and made a part hereof as Exhibit "A" is a plat consisting of one sheet as prepared by David R. Mayo, Public Surveyor #1475, Bryan, Texas.

G. Grantors, their heirs, executors, administrators and assigns, by this declaration and all future owners of the family units, by their acceptance of their deeds, covenant as follows:

1. The common areas and facilities shall remain undivided and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the right of the owners with respect to the operation and management of the condominium.

2. The apartment spaces shall be occupied and used by the respective owners only as a private dwelling for the owner, his

family, tenants and social guests and for no other purposes.

3. The owners of the respective townhouses or "apartment spaces" shall not be deemed to own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding the respective apartment spaces, nor shall owners be deemed to own pipes, wires, conduits, or other public utility lines running through the respective apartment spaces that are utilized for, or serve, more than one apartment space, except as tenants in common as provided herein in Paragraph F above. The owners, however, shall be deemed to own the walls and partitions that are contained in their respective "apartment spaces", and also shall be deemed to own the inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, and the like.

4. The owners of the respective townhouses or apartment spaces agree that if any portion of the common areas and facilities encroaches on the apartment spaces, a valid easement for the encroachment and for the maintenance of same so long as it stands, shall exist. In the event any structure is partially or totally destroyed and then rebuilt, the owners of apartment spaces agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easement for such encroachment and the maintenance thereof shall exist.

5. An owner of a townhouse or "family unit", on becoming the owner of a family unit or units, shall automatically be a member of "Plainsman Association", referred to as the "association" and shall remain a member of the association until such time as his ownership ceases for any reason, at which time his membership in the association shall automatically cease.

6. The owners of family units agree that the administration of the condominium shall be in accordance with the provisions of this declaration and the bylaws of the association, which are made a part hereof and attached as Exhibit "B".

7. Each owner, tenant or occupant of a family unit shall

comply with the provisions of this declaration, the bylaws, decisions and resolutions of the association or its representative, and the regulatory agreement, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for action to recover sums due for damages or for injunctive relief.

8. This declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgagee of all of the mortgages covering the family units unanimously agree to such revocation or amendment by duly recorded instruments.

9. No owner of a family unit may exempt himself from liability for his contribution toward the common areas and facilities or by the abandonment of his family unit.

H. All sums assessed by the association but unpaid for the common expenses chargeable to any family unit shall constitute a lien on such family unit prior to all other liens except only (1) tax liens on the family unit in favor of any assessing unit and special district and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the manager or board of directors, acting on behalf of the owners of the family units, in like manner as a mortgage of real property. In any such foreclosure the family unit owner shall be required to pay a reasonable rental fee for the family unit, if so provided in the bylaws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or board of directors, acting on behalf of the owners of the family units, shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold lease, mortgage, and convey the same. Suit to recover a money judgement for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

I. Where the mortgagee of a first mortgage of record or other purchaser of a family unit obtains a title to the unit as a result of foreclosure of the first mortgage, such acquirer of title

his successors and assigns, shall not be liable for the share of the common expenses or assessments by the association chargeable to such family unit that became due prior to the acquisition to such family unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from owners of all of the family units, including such acquirer, his successors and assigns.

J. The respective family units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than 30 days; or (b) any rental if the occupants of the family unit are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen services, and bellboy service. Other than the foregoing obligations, the owners of the respective family units shall have the absolute right to lease same provided that the lease is made subject to the covenants and restrictions contained in this declaration and further subject to the bylaws and regulatory agreement attached hereto.

K. In a voluntary conveyance of a family unit, grantee of the unit shall be jointly and severally liable with grantor for all unpaid assessments by the association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to grantee's right to recover from grantor the amounts paid by grantee therefor. However, any such grantee shall be entitled to a statement from the manager or board of directors of the association, as the case may be, setting forth the amount of the unpaid assessments against grantor to the association; and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a lien for, any unpaid assessments made by the association against grantor in excess of the amount therein set forth.

L. All agreements and determinations lawfully made by the association in accordance with this declaration or the bylaws, shall be deemed to be binding on all owners of family units, their successors and assigns.

M. The board of directors of the Plainsman Association, or the management or the agent or manager, shall obtain and continue in effect blanket property insurance in forms and amounts satisfactory to mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

N. Insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the association, and such payments shall be held in a separate escrow account of the association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

O. So long as grantors, their heirs, executors, administrators and assigns, owns one or more of the family units established and described herein, such grantors, their heirs, executors, administrators and assigns, shall be subject to the provisions of this declaration and of Exhibits "A" and "B" attached hereto; and grantors covenant to take no action that would adversely affect the rights of the association with respect to assurances against latent defects in the property or other rights assigned to the association, the members of such association, and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.

P. The terms "declaration" and "condominium ownership" as used herein shall mean and include the terms "master deed" and "apartment ownership", respectively.

WITNESS OUR HANDS at Bryan, Texas, this 20 day of Sept.
A.D. 1973.

Warren C. Harmon
Warren C. Harmon

Nancy Harmon
Nancy Harmon