

**DECLARATION AND MASTER DEED,
THE VILLAGE OF STONEWOOD
A CONDOMINIUM PROJECT**

This Declaration and Master Deed for THE VILLAGE OF STONEWOOD, A Condominium Project, is made and executed this ___ day of August, 2005, by "Texas First Equity, LLC", a Texas corporation with its principal place of business in Lufkin, Angelina County, Texas, (hereinafter referred to as "Declarant"), pursuant to the provisions of the Texas Uniform Condominium Act, Texas Property Code, Chapter 82 (hereinafter referred to as the "Act"), for the purpose of submitting the hereinafter described real property and the improvements located thereon to a condominium regime.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the County of Angelina, State of Texas, which has constructed on it, among other things, fifty five (55) residential units and certain other improvements located thereon (herein called the "Subject Property") more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes;

WHEREAS, Declarant desires by recording this Declaration and Master Deed for THE VILLAGE OF STONEWOOD, a Condominium Project, together with the By-Laws for the condominium association (hereinafter referred to as the "By-Laws") attached hereto as Exhibit "B", the Articles of Incorporation for the Association (hereinafter referred to as the "Articles of Incorporation"), attached hereto as Exhibit "C", and the Covenants, Conditions and Restrictions for the condominium association (hereinafter referred to as the CC&Rs), attached hereto as Exhibit "D" (all of which are hereby incorporated by reference and made a part hereof), to establish a condominium project known as THE VILLAGE OF STONEWOOD, a condominium project, (being hereinafter sometimes referred to as "STONEWOOD") under the provisions of the Act.

NOW, THEREFORE, Declarant does upon the recording thereof, establish THE VILLAGE OF STONEWOOD as a condominium project under the Act and does declare that THE VILLAGE OF STONEWOOD, a Condominium Project, shall, after such establishment, be held conveyed, hypothecated, encumbered, occupied, improved and in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration and Master Deed for THE VILLAGE OF STONEWOOD, a Condominium Project and Exhibits "A" through "E" hereto, all of which shall be deemed to run with all or any portion of THE VILLAGE OF STONEWOOD and shall be a burden and a benefit to the Declarant of THE VILLAGE OF STONEWOOD and any persons acquiring or owning any interest in THE VILLAGE OF STONEWOOD, their grantors, heirs, executors, administrators, successors and assigns. In furtherance of the establishment of this condominium project, it is provided as follows:

**ARTICLE I.
DEFINITIONS**

SECTION A. Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the following meanings:

1. "Unit" shall mean and refer to a space consisting of one Building in the Condominium Project as such space may be further described and delimited in Article V hereof.
2. "Condominium" shall mean and refer to the separate ownership of a Unit, in fee simple, together with an undivided ownership interest in the limited and general common elements as set forth and defined herein.
3. "Condominium Project" shall mean and refer to THE VILLAGE OF STONEWOOD as a condominium project established in conformance with the provisions of the Act.
4. "Owner" shall mean and refer to a person, firm, corporation, partnership, associations, trust or other legal entity, or any combination thereof, who or which is the record owner of fee simple title to one or more Units in the Condominium Project. Owner is also sometimes referred herein to as "Unit Owner" or "Member".
5. "Association" shall mean and refer to THE VILLAGE OF STONEWOOD OWNERS ASSOCIATION, INC. its successors and assigns, a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act, of which all Owners shall be members, which corporation shall administer the operation and management of the Condominium Project
6. "Common Elements" shall mean and refer to both the general and limited common elements as described in Article III hereof.
7. "Parking Space" shall mean and refer to each Unit's assigned parking spaces.
8. "Building" shall mean and refer to any of the buildings in the Condominium Project.
9. "Unit Deed" shall mean and refer to the Deed which conveys the Condominium to the Owner.
10. "Rules and Regulations" shall mean and refer to those "Rules and Regulations" promulgated by the Association.

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11. "Exclusive Use Area" shall mean and refer to the area which the "Owner" has the exclusive use of and to the exclusion of all other s as long as all of the "CC&R's" and "Rules and Regulations" are followed.

ARTICLE II
ESTABLISHMENT OF REGIME AND PROJECT DESCRIPTION

SECTION A. Declarant hereby grants and submits to condominium ownership all of the Subject Property, the improvements thereon, the Condominium Project and all attachments appurtenant thereto and in anywise belonging.

SECTION B. The major improvements of the Condominium Project consist of fifty five (55) residential buildings and parking areas. The Condominium Project and the foregoing improvements are described by separate address, Unit number, boundary, and area on the condominium subdivision plan attached hereto. The individual Units, more particularly described in Exhibit "E" hereof, are to be used for residential purposes only. Each Owner of a Unit within the Condominium Project shall have an exclusive right to his Unit, Parking Space and "Exclusive Use Area" and shall have the right to share with other Owners the Common Elements as hereinafter set forth. The Condominium plans and specifications attached hereto shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium. Such Condominium plans and specifications consists of and sets forth (1) the legal description of the surface of the land; (2) location, with reference to the exterior boundaries of the land, of the buildings and all other improvements built or to be built on said land by Declarant; and (3) the location, the building designation, the Unit designation and the limited common elements; Declarant hereby expressly reserves the right to amend said Exhibits to conform the map to actual location of the constructed improvements to establish, vacate and relocate outside utility easements, access and parking facilities as same may be located on the ground, all as more fully provided herein. Such amendment shall not require the joinder of any Owner or Mortgagee.

SECTION C. Declarant will release the project in "Phases". Phase One(1) will be four (4) units. Phases Two (2) and Three (3) will be three (3) units each. Phase Four (4) will be four (4) units. Phases Five (5), Six (6) and Seven (7) will be three (3) units each. Phases Eight (8), Nine (9), and Ten (10) will be four (4) units each. Phases Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) will be five (5) units each. Declarant reserves the right to adjust the "phases" as needed to best serve the project by filing an amendment to this document and recording it with the County of Angelina Recorder.

SECTION D. Declarant reserves the right to expand the project in the future if the land becomes available. Such expansion will be subject to all of the documents listed in this declaration. The new "Master Deed" covering the new property will be added to these documents to fulfill the legal requirements.

ARTICLE III
GENERAL AND LIMITED COMMON ELEMENTS

The general and limited common elements of the Condominium Project are as follows:

1. The general common elements consist of:

- (a) The land in the Condominium Project as more particularly described on Exhibit "A" attached hereto;
- (b) The entrances, exits or communication ways and any other portion of the project located on the land described above not included within any Unit;
- (c) The premises and facilities, if any, used for common storage, maintenance or repair of the Condominium Project, including the premises, facilities, equipment for furnishing cold water and the common sewer collection and treatment system;
- (d) All common recreational facilities, if any, including without limitation the pools, fountains, grounds, yards and walkways;
- (e) Unassigned "Guest" parking spaces which were designated as parking spaces on the condominium subdivision plan attached hereto (but which have not been assigned to a particular Unit); provided, however, that Declarant expressly reserves the right at any time and from time to time, to assign any unassigned parking space to any Owner; and provided further, coincident with the assignment of any unassigned parking space the condominium subdivision plan attached hereto shall be amended for the purposes of designating such parking space with a number corresponding to a Unit number, Such assignment shall not requite the joinder of any Owner or mortgagee.
- (f) All other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Project.

2. The limited common elements, being those common elements reserved for the use of specified Units to the exclusion of others, consist of

- (a) Compartments or installations of central services, if any, such as power, light, electricity, telephone, gas, cold water, plumbing, reservoirs, water tanks and pumps, incinerators, and all similar devices and installat ions, corresponding to the Condominium Project;

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- (b) Mail boxes which are designated to a Unit number; and
- (c) All other portions of the General Common Elements which are specifically reserved for the exclusive use of the Owner of a Unit as shown in the attached condominium subdivision plan or as may hereafter be shown by supplement or amendment hereto.

ARTICLE IV. MAINTENANCE AND REPAIRS

SECTION A. Each Owner shall bear the cost of maintenance, repair and replacement of the following items within or serving such Owner's Unit (including the decks for such Unit): exterior surfaces, interior surfaces of all perimeter and interior walls, ceiling and floor (including, carpeting, tile, wall paper, paint or other covering); garbage disposals, ranges, refrigerators, dishwashers, washing machines, dryers, light fixtures, and any and all other appliances of any nature whatsoever; heating, ventilating and air conditioning equipment serving such Unit (although such equipment may be located in part outside such Unit); interior and exterior doors, including all hardware thereon; window panes and light bulbs; plumbing, hot water heater and electrical located inside the Unit and other fixtures of any nature whatsoever; "built-in" features; decorative features; and, any furniture and furnishing.

SECTION B. Each Owner shall bear the cost of electricity separately metered to his Unit, telephone and/or cable television installation and service beyond the basic service provided through the Association and any other utility charge billed directly by a utility company furnishing such service to an Owner or Unit.

SECTION C. The cost of water, sewer, electricity, only to the extent not separately metered, and any other utility service (except as provided for above) shall be expenses of administration of the Condominium Project to be assessed in accordance with this Declaration and the By-Laws.

SECTION D. The cost of maintenance, repair and replacement of both general and limited common elements (except to the extent such costs are borne by each Owner as set forth above) shall be an expense of administration of the Condominium Project to be assessed in accordance with this Declaration and the By-Laws.

SECTION E. Each Owner and the Association shall have the following easements to, through and over the general and limited common elements to the extent necessary for such Owner's maintenance, repair and replacement:

- (1) to paint, clean, remove, replace and finish any surface of any general or limited common element appurtenant to his Unit;
- (2) to install, repair, maintain, remove and/or replace any plumbing, heating, cooling, ventilating, lighting, cooking or other fixtures or equipment which are a part of his Unit or which would become a part thereof when installed in any bearing wall, floor, ceiling or roof; provided, however, such installation, repair, maintenance, removal and/or replacement shall not impair the structural integrity of the Unit, nor shall it adversely affect any adjacent Unit, nor shall it alter the external appearance of the Unit (unless the Architectural Control Committee consents thereto).

SECTION F. Subject to the provisions contained herein, no Owner shall use his Unit or the general or limited common elements in any manner inconsistent with the purpose of the Condominium Project, or in any manner so as to interfere with or impair the rights of another Owner in the use and enjoyment of his Unit or the general or limited common elements.

SECTION G. Public utilities (or private companies) furnishing services to the Condominium Project for common use such as water, sewer, electricity, gas, trash pick up, cable television and telephone shall have access to the general and limited common elements and each Unit as may be necessary or desirable for the installation, repair or maintenance of such services, and any costs incurred to install, repair or maintain such services (except as otherwise provided herein) shall be an expense of the administration of the Condominium Project to be assessed in accordance with this Declaration.

ARTICLE V. UNIT DESCRIPTION

SECTION A. The real property is hereby divided into fifty five (55) fee simple estates consisting of fifty five (55) separately designated Units. In the condominium subdivision plan attached hereto, the residential units in the Condominium Project Street Address' are set forth in Exhibit "E" attached hereto. In determining area, each enclosed space in a Unit shall be measured from exterior finished surfaces of the perimeter walls.

SECTION B. Each Unit shall consist of the following : (a) their individual "building" and parking structure.

SECTION C. It is expressly stipulated, and each and every purchaser of a Unit, his heirs, executors, administrators, assigns, successors and grantees hereby agree, that the square footage, size of each Unit as set out and shown in this Declaration or in the said survey plats attached as Exhibits hereto, are approximate and are shown for descriptive purposes

only, and that the Declarant does not warrant, represent or guarantee that any Unit actually contains the area, square footage or dimensions shown by the plat thereof. Each purchaser and owner of a Unit or interest therein has had full opportunity and is under a duty to inspect and examine the Unit purchased by him prior to the purchase thereof, and agrees that the Unit is purchased as actually and physically existing. Each purchaser of a Unit hereby expressly waives any claim or demand which he may have against the Declarant on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the respective plat thereof, which is attached as an Exhibit hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other boundaries of the Units or of any Units reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to the boundaries, regardless of settling, rising, or lateral movement of the building and regardless of variance between the boundaries shown on the plat and those of the building.

SECTION D. The percentages of value assigned to each Unit in the Condominium Project are set forth in Exhibit "B" attached hereto. The value assigned to each Unit shall be the proportionate share of each respective Owner in the proceeds and expenses of administration and the value of such Owner's vote at meetings of the Association. The total percentage of values assigned for the Condominium Project is one hundred percent (100%).

SECTION E. The area in use as the two (2) "Aerobic Treatment System" spray fields as registered and required by the County of Angelina, Texas, cannot be used for any other purpose until the City of Lufkin extends the sewer main to the point the "The Village of Stonewood" can connect to the line. Until that time there are 37 "Units" usable and the proportional share of the "Homeowners Dues" for maintenance shall be 1/37 th of the monthly cost. Those additional 18 "Units" owned by the Declarant will become liable for their share of the HOA fees as Houses are placed thereon. No voting privilege shall be accorded those 18 "Units" until they are paying HOA fees.

ARTICLE VI. TERMINATION OF CONTRACTS WITH DECLARANT

The Association may terminate, without penalty, contracts or leases between the Association and Declarant or an affiliate of Declarant if:

1. the contract is entered into by the Association while controlled by the Declarant;
2. the Association terminates the contract or lease before the first anniversary of the date a Board of Directors elected by the Unit Owners takes office : and
3. the Association gives at least ninety (90) days' written notice of its intent to terminate the contract or lease to the other party.

ARTICLE VII. ASSESSMENTS

SECTION A. The Association shall be assessed for any tangible personal property of the Condominium Project owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration of the Condominium Project.

SECTION B.

1. The Board of Directors of the Association shall have the responsibility for levying and collecting general and special assessments for common expenses for the Condominium Project. The Board of Directors shall have the right: to make assessments against each Unit in the Condominium Project and to establish an annual budget in advance for each fiscal year. Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, maintenance and repair of the Condominium Project, including a reasonable allowance for contingencies and reserves. Such reserves shall include without limitation an adequate reserve fund for the maintenance, repair and replacement of those common elements that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments. The assessment for each year shall be established by the adoption of such annual budget by the Board of Directors of the Association. Copies of such budget shall be delivered to each Owner, although the delivery (or failure to effect such delivery) of a copy of the budget to each Owner shall not affect the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium Project in a ny fiscal year, then the Board of Directors shall have the authority at any time and from time to time to levy such additional assessment or assessments as it shall deem to be necessary for that purpose.
2. Special assessments, (being assessments other than those described in Article VII, Section B(I) above), may be made by the Board of Directors of the Association at any time, and from time to time, to meet other needs or requirements of the Association and the Condominium Project including, but not limited to, assessments for capital improvements. However, any such special assessment shall not be levied without the prior approval of at least sixty seven percent (67%) of the percentage of values of all of the Owners.

3. Assessments levied by the Association against each Owner pursuant to Article VII, Section B(1) and/or Section B(2) above which are expended on capital expenditures, or which are set aside in a reserve for future repairs or improvements within the Condominium Project (whether or not such repairs or improvements would otherwise be considered capital in nature pursuant to Section 263 of the Internal Revenue Code of 1955, as amended), shall be treated as capital contributions by such Owner to the Association and shall be shown on the books of the Association as such. The provisions of this Article VII, Section b (3) may be amended by a majority of the Board of Directors of the Association if, in the sole discretion of said Board of Directors, such action is necessary to conform to any change in the Internal Revenue Code of 1955, as amended, or any Treasury Regulation or Ruling promulgated thereunder. Notwithstanding anything contained in this Declaration and Master Deed for THE VILLAGE OF STONEWOOD to the contrary, any amendment to this Subsection B duly authorized by the Board of Directors of the Association shall not require the consent of any Owner or mortgagee.

4. In addition, to the contingency and reserve funds set up by the Association as part of its annual budget, the Association shall also establish a working capital fund for the initial operation of the Condominium Project equal to at least two (2) months of estimated common charges for each Unit in the Condominium project.

a. Each Unit's share of the working capital fund is to be collected either at the time the sale of a Unit is closed or when control of the Association is transferred to the Unit Owners, whichever is earlier. Any amounts paid into this fund shall not be considered as advance payments of regular monthly assessments.

b. In addition, this working capital fund shall be transferred to the Association for deposit to a segregated fund when control of the Association is transferred to the Unit Owners.

c. The Declarant may not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs, if any, or to make up any budget deficits which occur while Declarant is in control of the Association. Provided however, that when an unsold Unit is sold, the Declarant may reimburse itself for any funds it paid the Association for such unsold Unit's share of the working capital fund by using funds collected at closing when the Unit is sold.

SECTION C. All assessments levied against the Owners to cover expenses of the Association and the Condominium Project shall be apportioned among and paid by the Owners in accordance with the respective percentage of value assigned to each Unit owned by such Owner according to this Declaration and Master Deed for THE VILLAGE OF STONEWOOD without increase or decrease for the existence of any rights with respect to the use of limited common elements appurtenant to such Unit. Assessments shall be due and payable at such times as the Association shall determine, commencing upon the date of delivery of a deed to a Unit from Declarant to a subsequent Owner. Prior to such conveyance, Declarant shall bear all assessments levied against Units owned by Declarant in accordance with the aggregate percentage of value assigned thereto. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before five (5) days after the date such assessment is due. Assessments in default may incur a late charge in amounts determined from time to time by the Board of Directors from the due date until paid. Each Owner shall be, and remain, personally liable for the payment of all assessments which may be levied against such Owner by the Association in accordance with these By-Laws, and any unpaid assessments with accrued late charges thereon owed with respect to a Unit may, at the option of the Association, be collected out of the sale proceeds of such Unit in accordance with Section 82.113 of the Act. Declarant hereby reserves and assigns to the Association, without recourse, a vendor's lien against each Unit to secure the payment of any regular or special assessment which may be levied pursuant to the terms hereof, which liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including without limitation, interest, costs and reasonable attorney fees, shall be the liability of and chargeable to the Owner in default. Any such lien shall be and is subordinate and inferior only to amounts due under any first mortgage instruments duly recorded. Any first mortgagee, who obtains title to a Condominium Unit pursuant to the remedies provided in its mortgage as upon foreclosure of its lien on a Unit, or upon acceptance of a deed (or other transfer or assignment) in lieu of foreclosure thereon, shall not be liable for or required to pay any unpaid assessments owing on said Unit which may have accrued prior to the time such mortgagee acquired title. Notice of any such unpaid assessment, regular or special, and of the Association's intention of claiming a lien against the Unit affected thereby may be recorded by the Association in the Condominium Records of Angelina County, Texas.

SECTION D. No owner may exempt himself from liability for his contribution toward the expenses of the Association and the Condominium Project by waiver of the use or enjoyment of any of the Common Elements or by the abandonment, sale or other disposition of his Unit.

SECTION E. The Association, may, in addition to its rights under Article VII, Section thereof and Section 82.113 of the Act, enforce collection of delinquent assessments by suit at law for a money judgment, and the expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees shall be chargeable to the Owner in default. The Association may also discontinue the furnishing of any utilities or other services to an Owner in default of his obligations to the Association as set forth herein upon seven (7) days written notice to such Owner of its intent to do so. An Owner in default of his obligations to the Association or as set forth herein shall not be entitled to vote at any meeting of the Association so long as such default is in existence.

SECTION F. The Association may, in addition to its rights under Article VII, Sections C and D hereof and Section 82.113 of the Act, enforce collection of delinquent assessments through non-judicial foreclosure. Each Unit owner, by his acceptance of a deed to a Unit, hereby expressly vests in the Board of Directors for the Association or its agents, the right and power to bring all actions against such Unit owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code and each such Unit owner hereby expressly grants to the Board of Directors for the Association a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Board of Directors for the Association and shall be for the common benefit of all Unit Owners. The Board of Directors shall have the

authority to appoint a trustee, and thereafter successor trustees from time to time, to act on behalf of the Board of Directors, in foreclosing such lien and such appointment may be made without any formality other than a written appointment of a trustee or successor (substitute) trustee, and the Board of Directors may appoint a substitute trustee at any time in its discretion. The Board of Directors acting on behalf of the Unit owner shall have the power to bid upon any Unit or interest foreclosed at foreclosure sale and to acquire and hold, lease mortgage and convey the same, subject to Section 82.113 of the Act.

ARTICLE VIII. CONDEMNATION

If the Condominium Project is totally or partially damaged or destroyed, or totally or partially taken by eminent domain, the repair, reconstruction or disposition thereof shall be in accordance with the Act, this Declaration and By-Laws provided, however, no provision contained herein, in the By-Laws or any other constituent document of the Condominium Project shall give an Owner, or any other party, priority over any rights of first mortgagee of Units pursuant to their mortgages with respect to the distribution of proceeds of insurance or condemnation awards for losses to or a taking of a Condominium Unit and/or Common Elements, or any portion thereof.

ARTICLE IX. UNIT BOUNDARIES

In the event that any portion of a Unit or a general or limited Common Element changes boundaries and thereby encroaches upon another Unit or such common element due to the shifting, settling or moving of a building or buildings in the Condominium Project, such changed boundaries shall be deemed to constitute the boundaries of the Units and the general or limited common elements so affected in accordance with Section 82.062 of the Act.

ARTICLE X. MODIFICATION AND AMENDMENTS

SECTION A. The percentage of value (and pro rata interests or obligations resulting therefrom) originally assigned to or the dimensions of any Unit cannot be changed for any purposes, specifically including, but not limited to, the purposes of (i) levying assessments or charges or allocating the distribution of hazard insurance proceeds or condemnation awards or (ii) determining the pro rata share of ownership of the Common Elements, unless at least one hundred percent (100%) of the outstanding percentages of ownership interest. (other than the sponsor, Declarant or builder) agree to such amendment by an instrument to such effect duly recorded in the Condominium Records of Angelina County, Texas and fifty-one percent (51%) of the first mortgagees consent thereto.

SECTION B. The regime established for the Condominium Project hereby shall not be (nor sought to be) (a) vacated, waived, revoked, abandoned or terminated, (b) nor shall the Units be partitioned or subdivided, (c) nor shall the Common Elements be (nor sought to be) abandoned, partitioned, subdivided, encumbered, sold, or transferred, (d) nor shall hazard insurance proceeds for losses to any property comprising a part of the Condominium Project be used for other than the repair, replacement or reconstruction of such property of the Condominium Project, except as provided by the Act in case of substantial loss to the Units and/or Common Elements of the Condominium Project, (e) nor shall any other provisions of this Declaration and Master Deed for THE VILLAGE OF STONEWOOD be amended (except as otherwise provided herein or in the Act) unless at least eighty percent (80%) of the Unit Owners (other than the sponsor, Declarant or builder) agree to such vacation, waiver, revocation, abandonment, termination, partition, subdivision, encumbrance, sale, transfer or amendment by an instrument to such effect duly recorded in the Condominium Records of Angelina County, Texas and one hundred percent (100%) of the mortgagees consent thereto; provided, however, unanimity shall be required to the extent set forth in the Act. No amendment shall in any way operate to discriminate against any Owner or group or class of Owners or against any Unit or any group or class of Units without the prior written consent of all record holders of first mortgages to be affected thereby. Notwithstanding the generality of the foregoing, and notwithstanding anything in Article VII to the contrary, Declarant may amend this Declaration and Master Deed for THE VILLAGE OF STONEWOOD in order to: (a) correct survey or other errors made herein prior to the first annual meeting of the Association; (b) change the percentages of value assigned to and the dimensions of Units owned by Declarant so long as such changes do not affect the percentages of value assigned to other Units in the Condominium Project not owned by Declarant; (c) conform with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any similar and duly constituted authority, with respect to Condominium documentation; and (d) reflect the taking by eminent domain or a private purchase in lieu thereof, of a portion of the Condominium Project as provided for in Article VIII regarding condemnation, such amendments to be by written instrument to such effect executed by Declarant only and duly recorded in the Condominium Records of Angelina County, Texas.

SECTION C. Any amendments to this Declaration of a material nature, other than those amendments referenced in Article X, Sections A and B above, shall require the consent of sixty-seven percent (67%) of the total allocated votes in the Association and fifty-one percent (51%) of the mortgagees for the Units. A change to the Declaration, including, but not limited to the following, would be considered as material:

1. A change in voting rights;
2. Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%);
3. A change in the assessment liens or the priority of such assessment liens;
4. Reductions in reserves for maintenance, repairs, and replacement of common elements;
5. A change in the responsibilities for maintenance and repairs;
6. A reallocation of interests in either the general or limited common elements or rights to their use;
7. The convertibility of Units into common elements or vice versa;
8. A change in hazard or fidelity insurance requirements;

9. The imposition of any restrictions on a Unit Owner's right to sell or transfer his unit.
10. A decision by the Association to establish self-management of the Condominium Project and
11. A change in any provision in the Declaration that expressly benefits mortgagees, insurers or guarantors.

SECTION D. Notwithstanding anything contained herein to the contrary, if any proposed amendment to the Declaration would have the effect of altering or modifying any of the protections afforded first mortgagees pursuant to the regulations promulgated by Federal National Mortgage Association ("FNMA" or "Fannie Mae") or the Federal Home Loan Mortgage Corporation, then and in such event any such proposed amendment must first be approved by the first mortgagees of a majority of the Units before it shall be effective.

SECTION E. No amendment hereof shall in any way operate to discriminate against any Owner or group or class of Owners or against any Unit or group or class of Units without the prior written consent of the Owner(s) to be affected thereby, nor shall any amendment make any change in the provisions herein, if any, relating to insurance and/or repair or reconstruction in the event of casualty or damage without the prior written consent of all record holders of first mortgagees to be affected thereby.

SECTION F. If a mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after such mortgagee receives written notice of such proposal, sent via certified mail, return receipt requested, then it will be assumed, for all purposes relating to such amendment, that such mortgagee consented to such amendment.

ARTICLE XI COMPLIANCE WITH PROJECT DOCUMENTS

All present and future Owners, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration and Master Deed for THE VILLAGE OF STONEWOOD, the Unit Deed, Articles of Incorporation, the By-laws, CC&Rs and Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the land set forth on Exhibits "A" through "E" attached hereto. The acceptance of the Unit Deed or the entering into occupancy of a Unit shall constitute an agreement that: (i) this Declaration and Master Deed for THE VILLAGE OF STONEWOOD, the Unit Deed, Articles of Incorporation, the By-Laws, CC&Rs and Rules and Regulations as they may be amended from time to time, and the items affecting title the land set forth on Exhibit "A" through "E" attached hereto are accepted and ratified by each such Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed to be covenants running with the land to bind any person having at any time any interest or estate in such Unit, as though such provisions were cited and stipulated in each and every Unit Deed, and (ii) violations of the Declaration and Master Deed for THE VILLAGE OF STONEWOOD, the Unit Deed, Articles of Incorporation, the By-Laws, CC&Rs or Rules and Regulations by any such person shall be deemed to be a substantial violation of the duties of the Owner.

ARTICLE XII ASSOCIATION MEMBERSHIP AND MEETINGS.

SECTION A. THE VILLAGE OF STONEWOOD shall be administered by a non-profit corporation incorporated under and subject to the laws of the State of Texas including specifically, but without limitation, the provisions of Article 1396-1.01 et seq., under the name of "THE VILLAGE OF STONEWOOD OWNERS ASSOCIATION, INC." (herein referred to as the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Condominium Project, the Common Elements and easements appurtenant thereto, in accordance with the Declaration and Master Deed for THE VILLAGE OF STONEWOOD, the Articles of Incorporation, the By-Laws, CC&Rs and duly adopted Rules and Regulations and the laws of the State of Texas.

SECTION B. The Association may provide for independent management of the Condominium Project. Such independent management may jointly manage the Condominium Project and other property. Any agreement for independent professional management of the Condominium Project or any other contract providing for services by the Declarant, sponsor or builder, shall provide that any such contract may be terminated by either party without cause or payment of a termination fee on ninety (90) days' prior written notice and the term of any such contract shall not exceed one (1) year.

SECTION C. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

1. Each Owner shall be a member of the Association and no other person or entity shall be entitled to membership. No Owner shall be required to pay any consideration whatsoever solely for his membership in the Association.
2. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium Project.
3. Each Owner shall be entitled to a vote, the value of which shall equal the total of the percentages of value assigned to the Units owned by such Owner as set forth in this Declaration and Master Deed for THE VILLAGE OF STONEWOOD. The aggregate number of votes for all Unit Owners shall be Fifty five (55) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements. The Declarant may exercise the voting rights with respect to Units owned by it.
4. No Owner, other than Declarant, shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Owner may only be cast by such Owner or by a written proxy executed by such Owner in favor of his or her spouse, another Owner

or his duly authorized representative. If title to a Unit shall be in the name of two or more persons as Owner's, any one of such persons may vote as the Owner of the Unit at any meeting of the Association and such vote shall be binding on such other persons who are not present at such meeting until written notice to the contrary has been received by the Association, in which case, the unanimous action of all such persons (in person or by proxy) shall be required to cast their vote as Owners. If two or more of such persons are present at any meeting of the Association then unanimous actions shall also be required to cast their vote as Owners.

5. There shall be an annual meeting of the members of the Association, and other meetings may be provided in the By-Laws.

SECTION D. The first meeting of the members of the Association shall be held within one hundred twenty (120) days after conveyance by Declarant of fifty percent (50%) in number of Units in the Condominium Project. Until the first meeting of members, the affairs of the Association shall be managed by the first Board of Directors named in the Articles of Incorporation of the Association, or their replacements or as otherwise set forth in this Declaration. At such first meeting of members of the Association, not less than one-third (1/3) of the members of the Board of Directors must be elected by Unit Owners other than the Declarant. The Declarant shall elect the other two-thirds (2/3rds) of the members of the Board of Directors at all meetings of the members of the Association until the earlier of the following dates: (a) Three (3) years from the date of conveyance of the first Unit by Declarant; or (b) the one hundred twentieth (120th) day after conveyance by Declarant of seventy-five percent (75%) in number of Units in the Condominium Project. At such time the Declarant and the other Owners shall have the right to elect all of the Directors based on their respective percentage of ownership interest in the Common Elements.

ARTICLE XIII INSURANCE

SECTION A. Beginning not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available:

1. Property insurance on the insurable common elements insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage, in a total amount of at least 100 percent of the replacement cost or actual cash value of the insured property as of the effective date and at each renewal date of the policy; and
2. Commercial general liability insurance, (including medical payments insurance), in an amount determined by the Association's Board of Directors, but not less than \$1,000,000 per occurrence and \$1,000,000 aggregate coverage, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.

SECTION B. The insurance maintained under Article XIII, Section A (1) above, to the extent reasonably available, does not include the Units. Owners must carry their own insurance on decks, the structure and all contents. The Association is NOT responsible for insurance for the individual Structures.

SECTION C. If the insurance described by Article XIII, Section A above is not reasonably available, the Association shall cause notice of that fact to be delivered or mailed to all Unit owners and lienholders. The Declaration may require the Association to carry any other insurance, and the Association in any event may carry any other insurance the Board considers appropriate to protect the condominium, the Association, or the Unit owners. This Section does not affect the right of a holder of a mortgage on a Unit to require a Unit owner to acquire insurance in addition to that provided by the Association.

SECTION D. Insurance policies carried under Section "A" must provide that:

1. Each Unit owner is an insured person under the policy with respect to liability arising out of the person's ownership of an undivided interest in the common elements or membership in the Association;
2. The Insurer waives its right to subrogation under the policy against a Unit owner,
3. No action or omission of a Unit owner, unless within the scope of the Unit owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
4. If at the time of a loss under the policy, there is no other insurance in the name of a Unit owner covering the same property covered by the policy, the Association's policy provides primary insurance.

SECTION E. A claim for any loss covered by the policy under Section A(1) must be submitted by and adjusted with the Association. The insurance proceeds for that loss shall be payable to an insurance trustee designated by the Association for that purpose, if the designation of an insurance trustee is considered by the Board to be necessary or desirable, or otherwise to the Association, and not to any Unit owner or lienholder.

SECTION F. The insurance trustee or the Association shall hold insurance proceeds in trust for Unit owners and

lienholders as their interests may appear. Subject to Article XIII the proceeds paid under a policy must be disbursed first for the repair or restoration of the damaged common elements, and Unit owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored.

SECTION G. An insurance policy issued to the Association does not prevent a Unit owner from obtaining insurance for the owner's own benefit.

SECTION H. The insurer issuing the policy may not cancel or refuse to renew it less than thirty (30) days after written notice of the proposed cancellations or non-renewal has been mailed to the Association.

SECTION I. Any portion of the condominium project for which insurance is required that is damaged or destroyed shall be promptly repaired or replaced by the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance, or at least 80 percent of the Unit owners, including each owner of a Unit or assigned limited common element that will not be rebuilt or repaired, vote to not rebuild. A vote to not rebuild does not increase an insurer's liability to loss payment obligation under a policy, and the vote does not cause a presumption of total loss. The cost of repair or replacement in excess of the insurance proceeds and reserves is a common expense.

SECTION J. The Association shall also maintain fidelity insurance, in an amount determined by the Association's Board of Directors, but such coverage shall be in an amount equal to or better than three (3) months of the total amount of the Condominium Project's regular monthly maintenance assessments.

SECTION K. Each Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the insurance policies obtained by the Association for the Condominium Project, Without limiting the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefore, to collect proceeds and to distribute the same to the Association, the Owners and their mortgagees (subject to the provisions of this Declaration, the By-Laws and the Act) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Owners and the Condominium Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such insurance matters. The Association shall not be responsible for the procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Owner for occurrences therein not caused by or connected with the Association's operation, maintenance or use of the Condominium Project.

ARTICLE XIV, RECONSTRUCTION OR REPAIR

SECTION A. Any reconstruction or repair of the "Owners" unit in the Condominium Project shall be substantially in accordance with the Declaration and Master Deed for THE VILLAGE OF STONEWOOD and the original plans and specifications for the buildings in the Condominium Project.

SECTION B. Each Owner shall be responsible for the reconstruction, repair or replacement of his Unit, including but not limited to Decks and Patio covers and Carports. Owner shall be responsible for reconstruction, repair or replacement of interior walls, fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of all walls, floors and ceilings of any Owner's Unit as initially installed (or replacements thereof to the extent they are in accordance with the original plans and specifications of the Condominium Project to the extent the same are covered by insurance maintained by the Owner. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried for any reconstruction, repair or replacement of any portion of the Condominium Project necessitated by his negligence or misuse, or the negligence or misuse by his family, tenants, guests, servants, employees or contractors. In the event damage to all or any part of the interior of an Owner's Unit such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of an Owner's Unit is not covered by insurance held by the Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

SECTION D. As soon as possible after the occurrence of a casualty which causes damage to any part of the Condominium Project for which the Association has insurance coverage (hereinafter referred to as the "Casualty") the Association shall obtain reliable and detailed cost estimates of the following:

1. The cost of restoring all damage caused by the Casualty to the general and limited common elements (hereinafter referred to as the "Common Element Costs"; and
2. The cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit

Costs").

3. All Owners shall be assessed on the basis of their percentage of value in the Condominium Project for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.

SECTION E. In the event of any taking, in whole or in part, of any Unit in the Condominium Project by eminent domain, or private purchase in lieu thereof, the Owner of such Unit and his mortgagee shall be entitled to receive the award for such taking, and after acceptance thereof, if such Owner shall abandon his Unit by virtue of such taking, with the written consent of his mortgagee, he and his mortgagee shall be divested of all interest in the Condominium Project. If any repair or rebuilding of the remaining portions of the Condominium Project is required as a result of such taking, a majority of the percentage of value assigned to the remaining Owners shall determine by vote or written consent whether to rebuild or repair the Condominium Project, or to take such other action as such remaining Owners deem appropriate. If no repair or rebuilding shall be required, or shall be undertaken, then the remaining portion of the Condominium Project shall be resurveyed and the Declaration and Master Deed for THE VILLAGE OF STONEWOOD and Exhibit "B" shall be amended to reflect such taking and to proportionately readjust the percentages of value assigned to the remaining Owners based upon a continuing value of the Condominium Project of one hundred percent (100%). Notwithstanding anything contained herein to the contrary, no provision herein or in the Declaration shall give any Owner, or any other, priority over any first mortgagee with respect to distributions of proceeds of condemnation awards.

ARTICLE XV. RESTRICTIONS

SECTION A. No Unit in the Condominium Project shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

SECTION B. No Owners shall make structural alterations or modifications to his Unit or to any of the Common Elements, including the erection of antennae, aerials, awnings, the placement of any reflective or other material in the windows of the Unit (other than uniform draperies approved by the Board of Directors) or other exterior attachments without the prior written approval of the Association. The Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Condominium Project.

SECTION C. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or nuisance to the Owners. No Owners shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance of the Condominium Project. No Owner shall store any dangerous explosive or inflammable liquids or other materials either in his Unit or upon the Common Elements.

SECTION D. Other than the DECLARANTS promotional, information or sales signage, NO signs or other advertising devices which are visible from the exterior of any Unit or upon the Common Elements shall be displayed, except "For Sale" signs, within each Unit Owners "Exclusive Use Area", with a maximum size of 24"x36".

SECTION E. No animals shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animal shall be kept. In no instance are pit bulls allowed on the property. No pet shall weigh more than twenty-five (25) pounds nor shall more than two (2) household pet be kept without the prior written permission of the Board of Director of the Association. No pets may be permitted to run loose upon the Common Elements, and any Owner who causes any animal to be brought or kept upon the premises of the Condominium Project shall indemnify and hold harmless the Association for any loss, damage, cost or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore. Pets that are a "noise" problem are not allowed. If an owner is given three notices of "offensive noise" the owner will remove the pet from the project immediately upon notification of such.

SECTION F. The Common elements shall not be used for storage of supplies, personal property, trash or refuse of any kind (except common trash receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Board of Directors of the Association), nor shall the Common Elements be used in any way for the drying, shaking or airing of clothing or other items. Stairs, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way nor shall persons or pets play therein or thereon or use such areas for other than their intended purposes. In general, no activities shall be conducted nor condition maintained by any Owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium Project.

SECTION G. Each Owner shall maintain his Unit, Exclusive Use Area and any limited common elements appurtenant thereto in clean, safe, and sanitary conditions. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to drainage system, telephone, water, gas, plumbing, power or other utility systems throughout the condominium Project and each Owner shall be responsible for his negligence or misuse of any of the Common Elements or of his own facilities resulting in damage to the Common Elements. Owners may not under any circumstance do anything to obstruct or alter the drainage of the project.

SECTION H. Non-discriminatory regulations concerning the use of the Condominium Project shall be promulgated by the initial Board of Directors of the Association prior to the first annual meeting of the Association and such regulations, and subsequent regulations duly adopted from time to time by the Board of Directors, shall be binding on all members of the

Association unless duly amended by at least sixty-seven percent (67%) of the percentage of value assigned to the Owners (and in the event any such amendment would cause or result in any discrimination against any Owner or class of Owners or any Unit or class of Units, then any such amendment shall require the written consent of all Unit Owners adversely affected thereby prior to its effectiveness).

SECTION I. The Association or its agents shall have access to each Owners "Exclusive Use Area" from time to time during reasonable working hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. If requested by the Association, each Owner shall furnish to the Board of Directors of the Association a duplicate key to the entrance door to his Unit and shall furnish a new duplicate key upon any change of locks thereto.

SECTION J. Vehicles not in operating condition shall not be parked upon the premises of the Condominium Project. Vehicles in good operating condition may not be parked on the premises of the Condominium Project except in an assigned parking space. No recreational vehicles or boats and trailers may be parked on the premises. No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space so as to prevent the placing of a vehicle therein.

SECTION K. Except for the provisions of Article XV, Sections "C", "E" and "G" thereof, none of the restrictions contained in this Article XV shall apply to the sales office, sales models and other commercial activities or signs or billboards, if any, of Declarant during the sales period of the Condominium Project or the Association in furtherance of its purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time, including without limitation the power of the Association to own a Unit for use as its office and to own a Unit for the use and enjoyment of the resident manager of the Condominium Regime, if any. This exception to these restrictions shall be applicable to Declarant until such time as Declarant has sold one hundred percent (100%) of the Units owned by Declarant.

SECTION L. The exterior of all Units shall be kept at all times in a sanitary, healthful and attractive condition. The owner of any Unit shall replace any and all cracked or broken window(s) promptly. In the event of default on the part of the Owner or occupant of any Unit in observing the above requirements, or any of them, such default continuing after fifteen (15) days' written notice thereof, Declarant, or its assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Unit, correct the violation or do anything necessary to secure compliance with these restrictions, so as to place the exterior of said Unit in a neat, attractive, healthful and sanitary condition, and may assess the Owner or occupant of such Unit for the cost of such work. In addition, the assessment against the Unit Owner or occupant may include any and all attorney's fees that accrue from seeking compliance with this Section. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the owner, a vendor's lien is herein and hereby retained against the above-described property in favor of Declarant or its assignee but inferior to purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

SECTION M. Unless approved by a majority of the Board, no unit within "The Village of Stonewood" may be sold, conveyed or in any other way transferred to any person required to list as a "Registered Sex Offender". No owner will knowingly allow any "Level 2 or Level 3" "Registered Sex Offender" access to "The Village of Stonewood".

ARTICLE XVI. MORTGAGES

SECTION A. Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in its mortgage or upon foreclosure of its lien on a Unit, or upon acceptance of a deed (or other transfer or assignment) in lieu of foreclosure thereon, shall not be liable for or required to pay any unpaid assessments owing on said Unit (including, without limitation, any assessment for maintenance as provided in any restrictive covenant, if any, of record affecting the property covered hereby) which may have accrued prior to the time such mortgagee acquired title. In the event any such Unit is subject to any such assessment, said charge shall be the sole liability of the prior Owner of such Unit and such prior Owner (or the association in the event of non-performance by such prior Owner) shall hold harmless any such first mortgagee for any and all liability therefore. Any assessments lien created or claimed under the provisions of this Declaration and Master Deed for THE VILLAGE OF STONEWOOD shall be subject and subordinate to the rights of any first mortgagee of any duly recorded first mortgage upon one or more Units made in good faith and for value. No lien created under the provisions of this Declaration shall in any way defeat, invalidate or impair the rights of any first mortgagee under any such duly recorded first mortgage unless such mortgagee shall expressly subordinate its interest, in writing, to such lien. All mortgages filed on units in the project will be recorded and kept in a book by the "Association".

SECTION B. No amendment to this Declaration and Master Deed for THE VILLAGE OF STONEWOOD shall affect the rights of the mortgagee of any such mortgage which is made in good faith and for value, provided that any such mortgage is recorded prior to the recordation of such amendment, unless such mortgagee shall either join in the execution of such amendment or shall approve said amendment in writing as a part of said amendment.

SECTION C. Notwithstanding anything contained in this Declaration and Master Deed for THE VILLAGE OF STONEWOOD to the contrary, the Association may, upon the affirmative vote of the Owners otherwise entitled to vote and holding in aggregate at least fifty-one percent (51%) interest in the percentage of value assigned to all Units in the Condominium Project, execute a subordination agreement or agreements to extend the benefits of the two preceding paragraphs to mortgages and mortgagees not otherwise entitled thereto.

SECTION D. No breach of any provision of this Declaration and Master Deed for THE VILLAGE OF STONEWOOD shall impair or invalidate any lien of any duly recorded mortgage made in good faith and for value encumbering one or more Units; provided, however, that all the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of way, liens, charges and equitable servitude contained in this Declaration and Master Deed for THE VILLAGE OF STONEWOOD shall be binding upon and effective against any person who acquires title to any beneficial interest in any Unit by way of foreclosure, or otherwise, except as otherwise expressly provided for herein.

SECTION E. Any owner who mortgages his interest in a Unit shall, within ten (10) days after the execution of such mortgage, give notice to the Association in writing of the name and address of his mortgagee and the amount secured by said mortgage, and the Association shall maintain such information in a book entitled "Mortgagees of Units". Said written notice (together with any written notice with respect thereto executed by any Mortgagee) shall be separately maintained by the Association or a person designated by the Association. Such Owner shall, in the same manner, notify the Association as to the assignment, release or discharge of any such mortgage

SECTION F. The Association will, at the written request of any mortgagee of any Unit, report to such mortgagee any unpaid assessments due from the Owner of such Unit to the Association and any other default by any Owner in the performance of such Owner's obligations hereunder or under any documents constituting a part of the Condominium documents.

SECTION G. The Association shall notify each mortgagee appearing in the book described in Section "A" of this Article XVI, upon written request of such mortgagee, of the name of each company insuring the Condominium Project under the Master policy and the amounts of the coverage's thereunder.

SECTION H. The Association shall notify each mortgagee appearing in the book described in Section "A" of this Article XVI of any default by any Owner owning a Unit covered by the mortgage of such mortgagee in the performance of such Owner's obligations hereunder and any other default by any Owner in the performance of such Owner's obligations hereunder or under any documents constituting a part of the Condominium documents which is not cured within sixty (60) days from the date of such default.

SECTION I. The Association shall furnish each Mortgagee, upon written request, with a copy of the annual audited financial statement for the Association beginning with the Association's 2005 fiscal year. Such audited financial statement shall be available, within one hundred twenty (120) days after the close of the Association's fiscal year. The audited financial statement shall be available to the holder, insurer, or guarantor of any mortgage that is secured by a Unit in the Condominium Project.

SECTION J. The Association shall permit any holder, insurer and guarantor of any mortgage that is secured by a Unit in the Condominium Project, to examine the books and records of the Association at any reasonable time during normal business hours upon written request given to the Association at least five (5) business days prior to the date of such examination.

ARTICLE XVII DEFAULT

SECTION A. Failure to comply with the Declaration and Master Deed for THE VILLAGE OF STONEWOOD, the Articles of Incorporation or the Association's Bylaws, CC&Rs or duly adopted rules and regulations of the Association shall constitute an event of default and shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages and injunctive relief, or any combination thereof.

SECTION B. In any proceeding arising because of any alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding including, without limitation, reasonable attorneys' fees.

ARTICLE XVIII. NO RIGHT OF FIRST REFUSAL

There shall be no "right of first refusal" in favor of anyone or any entity with respect to any Unit in the Condominium Project. Notwithstanding anything contained herein to the contrary, an amendment subsequent to the date hereof which may provide for a right of first refusal shall provide that any first mortgagee who obtains title to any Condominium Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or other transfix or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal" contained in any of the Condominium constituent documents. No such amendment shall affect the rights of any holder of a first mortgage against any Condominium Unit which is made in good faith and for value provided that such mortgage is recorded prior to the recordation of such amendment, unless such mortgagee shall either join in the execution of such amendment or shall approve said amendment in writing as a part of said amendment.

ARTICLE XIX. MISCELLANEOUS

SECTION A. Each Unit and each Unit's applicable percentage of the Common Elements shall be assessed and taxed for all purposes as a separate and distinct parcel of real estate, and independent of the Condominium Project or Common Elements thereof, and each Owner shall be solely responsible for the payment of all taxes, municipal claims, charges and assessments of any nature whatsoever assessed against such Unit and each Unit's applicable percentage of the Common Elements. Such payment shall be made prior to the due date of such taxes, municipal claims, charges and assessments.

SECTION B. Notwithstanding anything else to the contrary contained in this Declaration and Master Deed for THE VILLAGE OF STONEWOOD, Declarant may amend this Declaration and Master Deed for THE VILLAGE OF STONEWOOD, to make minor corrections and changes consistent with the intent of the creation of this Condominium Project,

THE VILLAGE OF STONEWOOD DECLARATION AND MASTER DEED A CONDOMINIUM PROJECT

as long as Declarant owns at least sixty-seven percent (67%) of the Units.

SECTION C. The invalidity of any provision of this Declaration and Master Deed for THE VILLAGE OF STONEWOOD shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and Master Deed for THE VILLAGE OF STONEWOOD and, in such event, all the provisions of this Declaration and Master Deed for THE VILLAGE OF STONEWOOD shall continue in full force and effect as if such invalid provision had never been included herein.

SECTION D. Declarant retains the right to amend this declaration to add additional Land/Units to this project.

SECTION E. No provision contained in this Declaration and Master Deed for THE VILLAGE OF STONEWOOD shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, Declarant has caused this Declaration and Master Deed for THE VILLAGE OF STONEWOOD to be executed the day and year first written above.

DECLARANT By: _____

Title: _____

THE STATE OF TEXAS
COUNTY OF ANGELINA

Before me, the undersigned authority, on this day personally appeared _____, who is the _____ of Texas First Equity, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, _____