

Package Summary Recording Report

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Documents

Document Name	Document Type	# of Pages	Status	Recording Number	Recording Date	Fees
Declaration	Agreement	22	Recorded	E 2018006943	Fri 04/27/2018 10:41 AM CDT	96.00

Fees

Fee Type	Payment Account Name	Fee Amount
Recording Fees	ALT Main Amarillo National Bank ACH Debit from Checking (ACH **0675)	96.00
Submission Fees	ALT Main Amarillo National Bank ACH Debit from Checking (ACH **0675)	4.50
Sales Taxes	ALT Main Amarillo National Bank ACH Debit from Checking (ACH **0675)	0.30
Total Fees:		100.80

Questions Contact:

Simplifile Support 800.460.5657, option 3
 5072 North 300 West
 Provo, UT 84604

Declaration of GWV on Hillside Condominium

GF 20854-LKB

Recitals

This is a Declaration of Covenants, Conditions, and Restrictions for **GWV on Hillside Condominium**. The Condominium will initially contain 20 non-residential condominium units and various common area improvements, all of which are to be built. The undersigned Declarant is the owner of the Property at the time of recording this Declaration.

This Declaration establishes a plan for individual ownership in fee simple of each condominium unit and an undivided interest in the common area and common facilities. Each owner shall have exclusive ownership of, possessory interest in, and responsibility for the area or space contained within such owner's condominium unit, subject to the covenants, conditions, and restrictions contained in this Declaration.

The Declaration and the property subject to it shall be governed by the Texas Uniform Condominium Act, found at Chapter 82 of the Texas Property Code. The terms, covenants, conditions, and restrictions in this Declaration shall run with the land and shall be binding upon any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, and assigns.

Basic Information

Date: February 1, 2018

Declarant: GWV on Hillside, LLC

Declarant's Address: 7420 Golden Pond, Suite 200, Amarillo, TX 79121

Condominium Name: GWV on Hillside Condominium

County in which Condominium is Located: Randall County, Texas

Association: GWV on Hillside Condominium Association, Inc., a Texas nonprofit corporation

Association's Address: 1800 S. Washington, Suite 215, Amarillo, Texas 79102

Property:

Lot 63, Block 1, The Greenways at Hillside Unit No. 36, an addition to the City of Amarillo, being a replat of all of Lot 2, Block 1, The Greenways at Hillside Unit No. 32, and an unplatted tract of land in Section 39, Block 9, B. S. & F. Survey, Randall County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 2017019330, Official Public Records, Randall County, Texas,

including the easements and licenses appurtenant to or included in the Condominium or to which the Condominium is or may become subject, as listed on Exhibit A.

Plat/Plan: Attached hereto as Exhibit B

Definitions

"Act" means chapter 82 of the Texas Property Code, as amended, and any successor law, known as the Texas Uniform Condominium Act.

"Assessment(s)" means regular and special assessments, dues, fees, charges, interest, late fees, fines, collection costs, attorney's fees, and any other amount due to the Association by the Owner or levied against a Unit by the Association.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association adopted by the Board.

"Certificate of Formation" means the Association's certificate of formation filed with the Texas Secretary of State.

"Common Elements" means all portions of the Condominium other than the Units and includes both General and Limited Common Elements. The Common Elements are directly owned by the Condominium Unit Owners in undivided interests.

"Common Expenses" means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including but not limited to those expenses incurred for the maintenance, repair, replacement and operation of the Common Elements. Until 75 percent of the Units are owned by Owners other than the Declarant, the Declarant shall pay all Common Expenses and offset such payments with Assessments from other Owners. After 75 percent of the Units are owned by Owners other than the Declarant, the Declarant will pay Assessments in the same fashion as other Owners.

"Condominium" means the Property covered by the Plat and any additional property that is subject to this Declaration.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means the person or persons identified as Declarant in the Basic Information or who reserves or succeeds to any Special Declarant Rights.

"Declarant Control Period" means the period of time during which Declarant can appoint a majority of the Board members and officers as provided in paragraph E.2.

"Dedictory Instruments" means this Declaration and the Certificate of Formation, Bylaws, and Rules, as amended.

"Development Period" means the seven (7) year period beginning on the date this Declaration is recorded, during which Declarant has certain rights as more particularly described in this Declaration, including rights related to development, construction, expansion, and marketing of the Condominium or any Unit. The Development Period is for a term of years and does not require that Declarant own any portion of the Condominium. Declarant may terminate the Development Period by recording a notice of termination.

"Development Rights" means a right or combination of rights reserved by the Declarant set forth in paragraph L.2.

"General Common Elements" means common elements that are not Limited Common Elements.

"Limited Common Elements" means a portion of the Common Elements allocated by the Declaration, the Act, or otherwise as permitted by the Declaration, for the exclusive use of one or more but less than all of the Units.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Unit.

"Plat" means the Plat and any plans for the Condominium attached to this Declaration as Exhibit B and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residential Purposes" means recreational or dwelling purposes or both.

"Rules" means the Rules related to the Condominium adopted by the Board that do not conflict with law or the Dedicatory Instruments. On request, an Owner will be provided a copy of the Rules.

"Special Declarant Rights" means a right or combination of rights reserved by the Declarant set forth in paragraph L.1.

"Unit" means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described by the Declaration.

Each capitalized term not otherwise defined in this Declaration has the meaning specified in the Act.

Clauses and Covenants

A. Imposition of and Agreement to the Covenants

A.1. Declarant imposes the Covenants on the Property and subjects the Property to a condominium form of ownership in accordance with the provisions of the Act. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Unit.

4.2. All Owners and other occupants of the Units by their acceptance of their deeds, leases, or by occupancy of any Unit agree that the Condominium is subject to the Covenants. Each Owner, each occupant of a Unit, and the Association agree to comply with the Dedicatory Instruments and to be subject to an action arising out of or related to the Dedicatory Instruments for declaratory judgment, damages, or for injunctive relief.

4.3. Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased, or encumbered separately, and shall at all times remain indivisible.

4.4. In addition to the easements and restrictions contained in this Declaration, the Property is subject to all recorded easements, licenses, leases, and encumbrances. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by recorded easements, licenses, leases, and encumbrances.

4.5. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Condominium, including without limitation all Common Elements and the Owner's Unit and all improvements thereon, to the extent necessary, for the below-described purposes.

- a. To perform inspections and/or maintenance that is permitted or required by the Documents or by Applicable Law.
- b. To perform maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.
- c. To enforce the Dedicatory Instruments.
- d. To exercise self-help remedies permitted by the Documents or by Applicable Law.
- e. To respond to emergencies.
- f. To perform any and all functions or duties as permitted or required by the Documents or by Applicable Law.

In exercising its easement over and across an Owner's Unit, the Association is not liable to the Owner for trespass.

4.6. During the Development Period, Declarant and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successors and assigns shall have: (i) a nonexclusive easement for access to and use of the Common Elements for the placement and maintenance of signs, banners, decorations, marketing materials, a sales office, a leasing office, and a business office, together with such other facilities as in the opinion of

Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, sale or lease of any Unit, or any portion thereof and (ii) a nonexclusive easement to use and enjoy the Common Elements for special events and promotional activities.

A.7. Declarant, during the Development Period, and the Association thereafter, may grant permits, licenses, and easements over the Common Elements and Units for any purpose reasonably necessary for the proper operation of the Condominium and Units, or any property adjacent to the Condominium, including but not limited to monitoring, installation, maintenance, repair or replacement of utilities to the Condominium and Units, or any property adjacent to the Condominium; provided, however, that such permits, licenses, and easements will not unreasonably interfere with the use of any Unit.

B. Plat

B.1. The Plat is part of this Declaration and is incorporated by reference.

B.2. To the extent that a Unit or Common Element encroaches on another Unit or Common Element, a valid easement for the encroachment exists. The easement does not relieve an Owner of liability in case of willful misconduct or relieve Declarant or any other person of liability for failure to adhere to the Plat.

C. Use and Occupancy Restrictions

C.1. *Permitted Use.* The Condominium is restricted to professional, business, or commercial activity, and such use must comply with applicable laws and ordinances. A Unit shall not be used for Residential Purposes.

C.2. *Prohibited Use and Occupancy Restrictions.* Subject to the Special Declarant Rights, the following acts are prohibited, and these prohibitions apply to all Units and to the Common Elements:

- a. any activity that is otherwise prohibited by the Dedicatory Instruments;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;
- d. operating a business that specializes in bankruptcy or liquidation sales or the selling of fire damaged items;
- e. operating an auction house, flea market, or pawn shop;
- f. operating an adult bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation, magazines, books, videos, photographs or so called "sex toys") or providing adult entertainment or activities (including, without limitation, any displays or activities involving, exhibiting or depicting sexual themes, nudity or lewd acts);

- g. operating a gambling establishment or betting parlor;
- h. any dumping of trash or rubbish, except in approved locations and in an approved manner;
- i. any storage of—
 - i. building materials except during the construction or renovation of a Unit or
 - ii. vehicles, except vehicles in a garage or operable automobiles on a driveway or in a parking space; and
- j. the display of any sign that does not comply with the Greenways Village Tenant Signage Standards attached as Exhibit C.

D. Units

D.1. Number of Units. The Condominium will initially contain 20 Units.

D.2. Identification of Units. The identification number of each Unit is shown on Exhibit D and on the Plat.

D.3. Unit Boundaries. The boundaries of each Unit are the walls, floors, and ceilings of the Unit. The boundaries of each Unit are located as shown on the Plat and are more particularly described in paragraph D.4.

D.4. Parts of Unit. A Unit includes all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting part of the finished surfaces that are a part of a Unit, and the spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. A Unit does not include any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that is partially within and partially outside the designated boundaries of a Unit, of which the portion serving only that Unit is a Limited Common Element allocated solely to that Unit and of which the portion serving more than one Unit or the Common Elements is a part of the General Common Elements.

D.5. No Subdivision or Consolidation of Units. No Unit will be subdivided or consolidated with another Unit unless approved by the Declarant or the Board.

D.6. No Structural Modification of Unit without Board Approval. No structural modifications or alterations will be made in a Unit unless plans, specifications, and any other documents requested by the Board are submitted to and approved by the Board in accordance with the Rules. The Association, the Board, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request. Any structural modification made to a Unit (a) without Board approval, (b) not in conformity with the Board approval, or (c) without the required permit from the applicable entity are unauthorized

modifications. The Board may require the Owner to restore the Unit, at the Owner's expense, to the condition before the unauthorized modifications were made.

D.7. Maintenance. Each Owner is responsible for maintaining (1) the Owner's Unit, (2) any patio designed to serve the Owner's Unit, and (3) any signage attached to the Owner's Unit (unless the Board elects to maintain the signage, in which case the costs will be captured through Assessments). Owners must keep Units in a clean and sanitary condition. Owners of Units 7669 STE 100, 200, 300, 400, 500 and 600 must maintain clean and modern displays at the front of the Unit and must keep the display lights at the front of the Unit illuminated from dusk to dawn. If the Board determines that an Owner has failed to properly discharge its maintenance obligations, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state with reasonable particularity the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived, and the Board may take any action it deems necessary to protect persons or property, and the cost of doing so shall be the Owner's responsibility. BY ACCEPTING A DEED TO A UNIT, EACH OWNER INDEMNIFIES AND HOLDS HARMLESS DECLARANT, THE ASSOCIATION, AND THE OTHER OWNERS FROM ALL LOSS, DAMAGE, COST, LIABILITY OR EXPENSE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES ACTUALLY INCURRED, CAUSED BY SUCH OWNER'S FAILURE TO MAINTAIN ITS UNIT AS REQUIRED BY THIS DECLARATION.

D.8. Restrictions on Transfer

- a. A Unit may not be conveyed pursuant to a time-sharing arrangement.
- b. A Unit may not be leased or rented for a term of less than sixty days.
- c. All leases and rental agreements shall be in writing and subject to the reasonable requirements of the Board.
- d. Before an Owner (other than Declarant) may accept an offer to purchase a Unit, the Owner must first offer to sell the Unit to the Association for the same price and terms as the offer received. The Owner will give the Board written notice of the price and terms of the offer received and the name and address of the person making such offer. If, within ten days from the date the Board receives the Owner's notice, the Board fails to give the Owner notice that the Association elects to purchase the Unit, the Owner may sell the Unit to the person(s) making the offer. In such case, the Board will certify in writing, duly acknowledged and in recordable form, that the Association has declined to purchase the Unit. The Board may assign to another party the right of first refusal described in this paragraph.
- e. If an Owner receives notice that a Unit has been scheduled for a foreclosure sale, said Owner shall immediately notify the Association.

E. Association

E.1. Establishment and Governance. The Association is established by filing its Certificate of Formation and is governed by the Dedicatory Instruments. The Association, acting through the Board, will administer and manage the Condominium in accordance with the Dedicatory Instruments. The Association has the powers (a) of a nonprofit corporation under the Texas Business Organizations Code, (b) of a condominium association under the Act, and (c) stated in the Dedicatory Instruments, all as amended. All acts of the Association must be by and through the Board, except as otherwise provided by the Declaration or Bylaws or by law.

E.2. Declarant Control. Declarant has all the powers reserved in section 82.103(c) of the Act to appoint and remove officers and members of the Board until the 120th day after conveyance of 50 percent of the Units that may be created to Owners other than Declarant, at which time not less than one-third of the Board members must be elected by Owners other than Declarant. Not later than the 120th day after conveyance of 75 percent of the Units to Owners other than Declarant, the Declarant Control Period terminates, and all the Board and Association officers shall be elected by the Owners as provided in the Bylaws.

E.3. Membership and Voting Rights. Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Unit. On termination of the Declarant Control Period, the Members have the voting rights provided in the Bylaws.

E.4. Assignment of Future Income. The Association may assign its future income, including its rights to receive Common Expenses Assessments, in accordance with section 82.102 of the Act.

F. Assessments, Working Capital and Merchant Dues

F.1. Authority. The Association will charge Assessments as provided in the Act.

F.2. Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues.

F.3. Creation of Lien. Assessments are secured by a continuing lien on each Unit as provided in section 82.113 of the Act. By accepting a deed to a Unit, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.

F.4. Commencement. A Unit becomes subject to Assessments as provided in the Act.

F.5. Regular Assessments

F.5.a. Rate. Regular Assessments will be charged by the Board to fund the budgeted Common Expenses.

F.5.b. Changes to Regular Assessments. Regular Assessments may be changed by the Board. Written notice of the regular Assessment will be sent to every Owner at least thirty days before its effective date.

F.5.c. Collections. Regular Assessments will be collected monthly in advance, payable on the first day of each month.

F.5.d. Expenses for Maintenance, Repair, or Replacement of Limited Common Elements. Unless a Unit Owner is responsible for maintaining a Limited Common Element, expenses for the maintenance, repair, or replacement of a Limited Common Element shall be assessed to the Owner(s) whose Unit(s) benefit from the Limited Common Element.

F.6. Special Assessments. In addition to the regular Assessments, the Board may charge special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Elements or for any other purpose benefiting the Condominium but requiring funds exceeding those available from the regular Assessments. Written notice of the terms of the special Assessment will be sent to every Owner. Any special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

F.7. Subordination of Lien to Mortgages. The lien granted and reserved to the Association is subordinate to the liens described in section 82.113(b) of the Act.

F.8. Delinquent Assessments. Any Assessment not paid within ten days after it is due is delinquent.

F.9. Working Capital Fund. Upon the transfer of a Unit (including transfers from Declarant to the initial Owner and all subsequent transfers), a working capital contribution in an amount equal to one month's Regular Assessment will be paid by the transferee to the Association for the Association's working capital fund. Upon termination of the Development Period, the Board will be permitted to modify the working capital fund assessment payable to the Association. Notwithstanding the foregoing, the following transfers will not be subject to the working capital fee: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) a transfer to the Association; (iii) a transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent; (iv) a transfer to a parent company or wholly-owned subsidiary of the transferor; and (v) a transfer by a will or through the laws of intestacy upon the death of an Owner. Working capital contributions are not advance payments of Regular Assessments and are not refundable. Declarant may not use any portion of the working capital fund to pay operational expenses of the Association, or to defray any of the Declarant's expenses or construction costs or to make up any budget deficits during the Declarant Control Period. At the end of the Declarant Control Period and Development Period, the Board may determine how to use the working capital fund for the benefit of the Condominium.

G. Remedial Rights

G.1. Late Charges and Interest. Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined by the Board from time to time, not to exceed the lesser of eighteen percent (18%) per annum or the maximum permitted by law. If the Board fails to establish a rate, the rate is ten percent (10%) per annum. Delinquent Assessments are also subject to reasonable late fees of \$50 per late payment until such time that the Board may establish a different rate.

G.2. Costs, Attorney's Fees, and Expenses. The prevailing party in any legal proceeding among the Association, an Owner, or an occupant of a Unit related to the Dedicatory Instruments is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party. A prevailing party is the party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of its original contention.

G.3. Nonjudicial Foreclosure of Lien. The Association may foreclose the Association's lien against a Unit in accordance with section 82.113 of the Act.

G.4. Judicial Action. The Association may sue an Owner and an occupant of a Unit to enforce the Dedicatory Instruments for damages for breach of the Dedicatory Instruments, for injunctive relief regarding the Dedicatory Instruments, and to foreclose the Association's lien on a Unit. An Owner and an occupant of a Unit may sue the Association, any Owner, and any occupant of a Unit to enforce the Dedicatory Instruments, for injunctive relief regarding the Dedicatory Instruments, and for damages for breach of the Dedicatory Instruments.

G.5. Remedy of Violations. The Association may access an Owner's Unit to remedy a violation of the Dedicatory Instruments.

G.6. Suspension of Voting. An Owner delinquent in payment of any Assessment may not vote.

G.7. Suspension of Other Rights. If an Owner violates the Dedicatory Instruments, the Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law until the violation is cured.

G.8. Damage to Property or Violation of Dedicatory Instruments. An Owner is liable to the Association (a) for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, lessees, independent contractors, and invitees ("Owner Affiliates"), and (b) for violations of the Dedicatory Instruments by the Owner or Owner Affiliates, in accordance with law.

H. Limited Common Elements

H.1. Allocation of Reserved Limited Common Elements

H.1.a. Limited Common Elements consist of those listed in Sections 82.052(2) and (4) of the Act.

H.1.b. To the extent the Limited Common Elements are not allocated to a Unit by the Declaration, Declarant reserves the right to allocate the Limited Common Elements for the exclusive use of one or more Units (i) by making the allocation in a recorded instrument, (ii) in the deed to the Unit(s) to which the Limited Common Element is ancillary, or (iii) by recording an appropriate amendment to this Declaration.

H.2. Allocation of Specified Common Elements. The Board may designate parts of the Common Elements from time to time for use by less than all of the Owners or by nonowners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board. Any such designation by the Board shall not be a sale or disposition of such portions of the Common Elements.

I. Allocated Interests

I.1. Allocated Interests. The Owners' respective undivided interest in the Common Elements, the Owners' respective Common Expense liability, and the Owners' respective votes in the Association allocated to each Unit are set forth in Exhibit D.

I.2. Determination of Allocated Interests. The interests allocated to each Unit have been calculated as follows:

- a. the undivided interest in Common Elements, on the basis of square footage of each Unit relative to the total square footage of all Units or number of Units;
- b. the percentage of liability for Common Expenses, on the basis of square footage of each Unit relative to the total square footage of all Units or number of Units; and
- c. the number of votes in the Association, on the basis of square footage of each Unit relative to the total square footage of all Units or number of Units.

J. Amendment of Declaration

Declarant may amend this Declaration at any time prior to the sale of a Unit to an Owner other than Declarant. Declarant may also amend this Declaration for the purpose of exercising a Special Declarant Right reserved by Declarant. Pursuant to §82.067 (a)(3) of the Act, any such amendment will be effective upon: (1) execution by Declarant and (2) compliance with §82.067(g) of the Act. Declarant may also amend the Declaration as provided by §82.051 (c), §82.059(f), §82.060 and §82.067 (a) and (f) of the Act.

The Association may amend this Declaration in accordance with §82.007, §82.056(d), §82.058(c), or §82.062 of TUCA. Certain Owners may amend this Declaration in accordance with §82.058(b), §82.062, and §82.068(b) of TUCA. No amendment will be effective until an original thereof is duly recorded in the Official Public Records.

The Declaration may also be amended by the affirmative vote of at least two-thirds of the votes cast after all Owners have been provided notice of a proposed amendment. The votes will be cast by whatever time and method the Board deems appropriate.

K. Insurance

The provisions of Section 82.111 of the Act are waived. Nonetheless, beginning not later than the time of the first conveyance of a Unit to a person other than 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, 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 Board, 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.

The Association shall promptly apply any insurance proceeds attributable to the Common Elements to repair or replace the Common Elements unless (1) the Condominium is terminated, (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (3) at least 80 percent of the Owners vote not to repair or replace the Common Elements.

The Association may maintain any insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association and the Condominium.

The Association will not maintain property insurance on the Units. Each Owner is solely responsible for insuring its Unit and any of its personal property.

Each Owner is responsible for the repair, reconstruction, and replacement of its Unit and, to that end, shall maintain insurance on its Unit sufficient to repair or rebuild the Unit in the event of loss. Each Owner shall also carry general liability insurance against claims for personal injury or death or property damage suffered by anyone in or about Owner's Unit in a minimum amount of \$500,000 per incident and \$1,000,000 in the aggregate.

L. Special Declarant Rights and Development Rights

L.1. Special Declarant Rights. The Declarant reserves the following Special Declarant Rights which apply to the Property:

- a. The right to complete or make improvements indicated on the Plats and Plans.
- b. The right to exercise any of the Development Rights described in L.2.
- c. The right to make the Condominium part of a larger condominium or planned community.
- d. The right to maintain sales offices, management offices, leasing offices, and models in Units or on the Common Elements, but only in a manner that does not unreasonably interfere with or disrupt the business of other Owners.
- e. The right to erect and maintain signs to advertise the Condominium.
- f. The right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of making

improvements to the Condominium or to real property that may be added to the Condominium, or otherwise discharging the Declarant's obligations under the Act and this Declaration.

- g. The right to appoint or remove any officer or director of the Association or under paragraph E.2. of this Declaration or section 82.003(a)(22)(F) or 82.103(c) of the Act.
- h. The right to designate and assign portions of the General Common Elements as parking for the exclusive use of any Owner of a Unit. Any parking spaces not specifically designated by the Declarant for the exclusive use of an Owner of a Unit will be under the exclusive control and administration of the Association. The Board may thereafter assign parking spaces to any Owner.

L.2. Development Rights. The Declarant reserves the following development rights during the Development Period:

- a. The right to add real property to the Condominium.
- b. The right to create a maximum of 100 additional Units, either through the subdivision of the initial Units or the construction of new Units on real property that may be added to the Condominium, and to create additional Common Elements or Limited Common Elements within the Condominium.
- c. The right to subdivide Units or convert Units into Common Elements.
- d. The right to withdraw real property from the Condominium.

L.3. Limitations on Special Declarant Rights and Development Rights. Unless sooner terminated by a recorded instrument signed by the Declarant or by the Act, any Special Declarant Rights and Development Rights may be exercised by the Declarant until the 120th day after conveyance of 100 percent of the Units that may be created to Owners other than the Declarant.

M. General Provisions

M.1. Term. The Condominium may be terminated—

- a. by a taking of all of the Units by condemnation; or
- b. by the approval of (1) Members of the Association holding at least 75 percent of the votes and (2) each holder of a deed of trust or vendor's lien on a Unit owned by a Member whose vote is necessary to reach said 75 percent threshold.

M.2. No Waiver. Failure by the Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

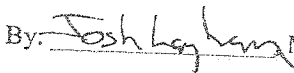
M.3. Corrections. The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

M.4. Conflict. This Declaration controls over the other Dedicatory Instruments.

M.5. Severability. If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

M.6. Notices. Any notice required or permitted by the Dedicatory Instruments must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member at the Member's last known address according to the Association's records and the Association, the Board, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.


GWV on Hillside, LLC

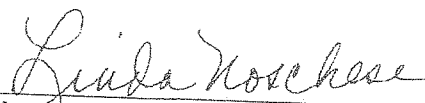
By:  Managing Member

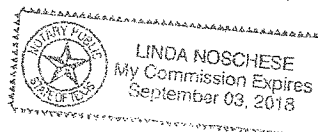
STATE OF TEXAS

COUNTY OF RANDALL

§
§
§

This document was acknowledged before me on April 26, 2018, by Josh Langham in his capacity as Managing Member of GWV on Hillside, LLC.


Notary Public, State of Texas



After recording, please return to:

Elliot McKinney

7420 Golden Pond Place, Suite 200

Amarillo, TX 79121

CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of the lien created by the Deed of Trust recorded as Document No. 2018000975 in the Official Public Records of Randall County, Texas (the "Deed of Trust"), securing the note therein referenced, executes this Consent for the purposes of (i) evidencing its consent to the above Declaration and (ii) subordinating the Deed of Trust to the Declaration, both on the condition that the Deed of Trust shall remain superior to any and all liens for assessments. The undersigned makes no representation or warranty, express or implied, of any nature whatsoever, to any Owner with respect to any Unit or the effect of the terms and provisions of the Declaration.

First United Bank


By: Bryan Chaffin, Vice President

EXHIBIT A

1. Conveyance to City of Amarillo, by instrument recorded in Volume 92, Page 188, Deed Records, Randall County, Texas.
2. Reservations of oil, gas, and other minerals contained in instrument recorded in Volume 85, Page 613, Volume 132, Page 251, Volume 92, Page 188, Volume 422, Page 153, and Volume 239, Page 251, Deed Records of Randall County, Texas.
3. Right of way easement to Southwestern Public Service Company, by instrument recorded in Volume 940, Page 23, Deed Records, Randall County, Texas.
4. Right of way easement to Southwestern Public Service Company, by instrument recorded in Volume 1161, Page 357, Deed Records, Randall County, Texas.
5. General public utility easement to City of Amarillo, recorded in Volume 1251, Page 212, Deed Records, Randall County, Texas.
6. Temporary construction easement to City of Amarillo, recorded in Volume 1251, Page 215, Deed Records, Randall County, Texas.
7. Public utility easement to City of Amarillo, by instrument recorded under Clerk's File No. 03 4990, Official Public Records, Randall County, Texas.
8. Easement to City of Amarillo by instrument recorded under Clerk's File No. 03 0632, Official Public Records, Randall County, Texas.
9. Easement to City of Amarillo by instrument recorded under Clerk's File No. 03 0633, Official Public Records, Randall County, Texas.
10. Sanitary Sewer Easement to City of Amarillo, by instrument recorded under Clerk's File No. 2014003733, Official Public Records, Randall County, Texas.
11. Overhang easement to Southwestern Public Service Company, recorded under Clerk's File No. 2017000127, Official Public Records, Randall County, Texas.
12. Drainage Easement to DCK Enterprises, recorded under Clerk's File No. 2017017833, Official Public Records, Randall County, Texas.
13. Easement agreement for Reciprocal Access, between West Amarillo Limited and DCK Enterprises, LLC, by instrument recorded under Clerk's File No. 2017019088, Official Public Records, Randall County, Texas.
14. Public utility easements, dedicated by plat, recorded under Clerk's File No. 2017019330, Official Public Records, Randall County, Texas.

GREENWAYS VILLAGE ON HILLSIDE CONDOMINIUM

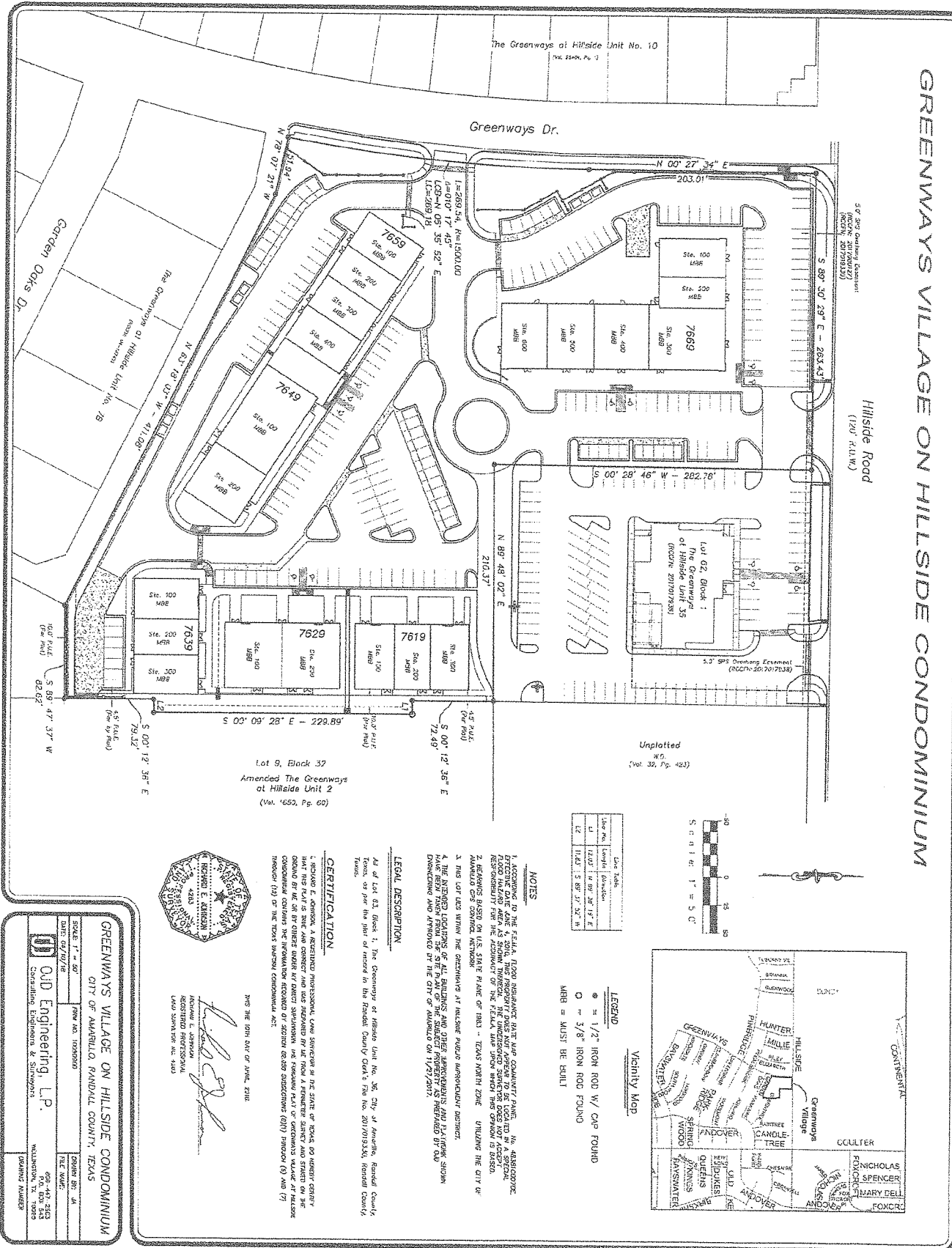


EXHIBIT C

Greenways Village Tenant Signage Standards

Objectives

The objectives of the Sign Standards are (A) to limited number of Signs, (B) to restrict private Signs which overload the public's capacity to receive information, (C) to restrict private Signs which hinder public safety by increasing the probability of an accident, either by distracting attention or by obstructing vision and (D) to maintain aesthetics.

General Requirements

- A. All Signs, temporary or permanent, which can be clearly seen from the exterior of the building, are subject to Greenways Village Review Committee review and Approval prior to fabrication and installation.
- B. All Signs must be appropriate for viewing by the general public and professional in appearance.
- C. Signs must be kept in good repair and must be in keeping with the character of The Greenways Village.
- D. Signs cannot be supported in trees, held by Person(s), hung or nailed to other structures not designed for the display of Signs.
- E. Signs, Sign holders and fixtures, except as provided herein, that move, make noise, are accompanied by music or sound, scroll, employ blinking lights, balloons, pennants or similar devices, or utilize inflatables of any type are prohibited.
- F. Sub-leased departments, specific brands, products for sale, concessionaires, and services, whether offered within a business or off-site, will not be allowed unless the identification is part of the registered business name and Approved.
- G. Signs on exterior fixtures, such as light poles, which advertise a service or product are not allowed.
- H. Contact information, including phone numbers, websites, tag lines, and hours of operation are not permitted on any Sign unless specifically allowed in these Standards.
- I. Signs, including unapproved graphics, paintings, and posters, are not allowed in exterior windows or doors where they can be seen from outside the building unless specifically allowed in these Standards except as follows:
 - (1) One (1) illuminated "Open" Sign that does not exceed two (2) square feet in size is permitted per occupied Tenant space.
 - (2) One (1) white vinyl die-cut or "engraved look" window graphic of the registered name and/or logo of the Tenant is permitted on the interior surface of the glass adjacent to or on the Tenant's primary entry door and must not exceed two (2) square feet in area.
 - (3) One (1) set of white vinyl die-cut or "engraved look" letters noting the hours of operation and emergency contact information and one (1) set of credit card identification stickers are permitted per Tenant. The combined size must not exceed one (1) square foot in area.
- J. Signs displayed within a business must be placed a minimum of three (3) feet from any exterior glass or other transparent exterior building material.
- K. Illuminated Signs displayed within a business must be placed on a wall in a location where they are not primarily visible from the outside of the building.
- L. All Signs must be removed within thirty (30) days after the business vacates the location.
- M. Signs must comply with local applicable Laws or Codes.

Building-Mounted Signs

A. General Requirements

- (1) The maximum horizontal dimension for building-mounted Signs must not exceed sixty (60) percent of the total storefront width.
- (2) The maximum total vertical height must not exceed one and a half (1½) times the maximum single letter height.
- (3) The sign design is limited to individually black metal channel letters/numbers that are backlit and mounted on a white cloud background to hide raceway with minimal mounting connections to the building.
- (4) Returns of letters/numbers must be black to match the letter face. Return depth and material must be consistent for all Tenants of a multi-Tenant building.
- (5) A registered logo and/or logotype may be allowed if submitted and approved; however, the logo must occupy no more than ten (10) percent of the overall Tenant's message area.
- (6) Signs must be mounted and centered horizontally on the face of the building in the portion of the fascia band dedicated to the Tenant.
- (7) No exposed wire-ways, raceways, crossovers, exterior lighting lamps, transformers or conduit will be permitted unless approved by the Greenways Village Review Committee.
- (8) Signs identifying separate and private primary entrances for tenants of multiple tenant buildings must comply with these signage standards.

B. Office, including Medical and Service Centers

- (1) Multi-tenant office buildings are allowed one building mounted sign per tenant.
- (2) Where allowed, signs identifying separate and private primary entrances for tenants of multiple tenant buildings must comply with these signage standards.

C. Retail

- (1) A building on a single tenant pad site and each tenant space in a multi-tenant building may have no more than one (1) sign oriented to each street on which the building or tenant has frontage, with a maximum of two (2) signs per tenant.
- (2) The maximum vertical dimensions for Signs with one (1) line of copy are:
 - (a) 50,000 square feet of Gross Building Area or larger (example: grocery stores) – six (6) feet.
 - (b) 20,000 to 49,999 square feet of Gross Building Area (example: department stores) – four (4) feet.
 - (c) 10,000 to 19,999 square feet of Gross Building Area (example: drug stores) – three (3) feet.
 - (d) Under 10,000 square feet of Gross Building Area (example: fast food/restaurant Sites, gas stations) – two (2) feet.
 - (e) In-line retail stores – two (2) feet.
 - (f) The maximum vertical dimension for Signs with two (2) lines of copy, including space between lines, is one and a half (1 ½) times the height allowed for one line of copy.
 - (g) Box Signs in special circumstances may be permitted on a case-by-case basis to supplement individual channel letters for unusually long business names.
 - (h) Building signs are not allowed above the first floor for buildings more than one (1) story in height.

EXHIBIT D**ALLOCATION OF COMMON INTEREST, LIABILITY AND VOTE**

Unit	Undivided Interest in Common Elements, Percentage Liability for Common Expenses, and Association Voting Percentage*
7619,D STE 100	4.26%
7619,D STE 200	3.88%
7619,D STE 300	4.26%
7629,E STE 100	6.20%
7629,E STE 200	6.20%
7639,C STE 100	4.26%
7639,C STE 200	3.88%
7639,C STE 300	4.26%
7649,B STE 100	9.38%
7649,B STE 200	5.77%
7659,A STE 100	4.26%
7659,A STE 200	3.88%
7659,A STE 300	3.88%
7659,A STE 400	4.26%
7669 STE 100	4.27%
7669 STE 200	3.46%
7669 STE 300	7.89%
7669 STE 400	5.86%
7669 STE 500	5.02%
7669 STE 600	4.89%

* These percentages will decrease on a proportional basis if the Declarant adds Units to the Condominium.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Renee Calhoun

2018006943
04/27/2018 10:41:22 AM
Fee: \$96.00
Renee Calhoun, County Clerk
Randall County, Texas
REST