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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME FOR BEVERLY RIDGE CONDOMINIUMS

(A Residential Condominium in Travis County, Texas)

THIS DOCUMENT AMENDS, RESTATES, AND REPLACES IN ITS ENTIRETY THE FOLLOWING INSTRUMENTS: (i) THAT CERTAIN DECLARATION OF CONDOMINIUM REGIME FOR BEVERLY RIDGE CONDOMINIUMS, RECORDED UNDER DOCUMENT NO. 2006205344, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND (II) THAT CERTAIN AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME FOR BEVERLY RIDGE CONDOMINIUMS, RECORDED UNDER DOCUMENT NO. 2023135240 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, WHICH LATTER INSTRUMENT WAS RECORDED IN ERROR.

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME FOR BEVERLY RIDGE CONDOMINIUMS

This Amended and Restated Declaration of Condominium Regime for Beverly Ridge Condominiums (the "**Declaration**") is made and established by Owners representing at least one-hundred percent (100%) of the votes in the Beverly Ridge Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), to be effective as of the date this Declaration is recorded in the Official Public Records of Travis County, Texas, and is as follows:

A. SGP Ten Acres, LTD., a Texas limited partnership ("**Declarant**") recorded that certain Declaration of Condominium Regime for Beverly Ridge Condominiums, recorded as Document No. 2006205344 in the Official Public Records of Travis County, Texas; as amended (the "**Original Declaration**"), thereby submitting that certain tract of land in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, together with all Improvements thereon and all easements, rights, and appurtenances thereto (collectively, the "**Land**"), to the terms and provisions of the Texas Condominium Act, Chapter 82 of the Texas Property Code (the "**Act**"), for the purpose of creating Beverly Ridge Condominiums.

B. Pursuant to the Original Declaration, the Declarant reserved certain rights during the Construction Period, which expired upon the transfer of title to the last Home (as defined in the Original Declaration) to a purchaser. Declarant currently owns no portion of the Property, and the Construction Period is no longer in effect.

C. This Declaration was approved by Owners having one-hundred percent (100%) of the votes in the Association at a duly-called meeting of the Association, and this Declaration is executed by such Owners to evidence their consent to this Declaration.

D. The Original Declaration is now amended, restated, and replaced in its entirety as set forth herein below.

NOW, THEREFORE, it is hereby declared that: (i) the Original Declaration is hereby amended, restated, and replaced in its entirety by this Declaration; (ii) the Land will be held, sold, conveyed, leased, occupied, used, insured, and encumbered with this Declaration, will run with the Land, and be binding upon all parties having right, title, or interest in or to such property, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Land, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the

following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

PURPOSE

The overarching purpose of this Declaration is to preserve the natural beauty of the Property and the panoramic views from the Property, to avoid harsh contrasts between structures and landscape, to guard against the erection of poorly designed or proportioned structures and the use of unsuitable materials, to ensure that any improvements are attractive and harmonious with their sites and will enhance the environmental quality and economic value of the Property.

ARTICLE 1
DEFINITIONS

Unless otherwise defined in this Declaration, terms defined in Section 82.003 of the Act have the same meaning when used in this Declaration. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1 "**Act**" means Chapter 82 of the Texas Property Code, the Texas Uniform Condominium Act, as it may be amended from time to time.

1.2 "**Applicable Law**" means the statutes and public laws and ordinances in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes and ordinances specifically referenced in the Documents are "Applicable Law" on the date of the Document, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

1.3 "**Area of Common Responsibility**" means those portions of a Unit that are designated, on an annual basis, by the Association, to be maintained, repaired, and replaced by the Association, as a Common Expense.

1.4 "**ACC**" or "**Architectural Control Committee**" means the Board, acting in its capacity as the ACC pursuant to *Article 10* of this Declaration.

1.5 "**Assessment**" means any charge levied against a Unit or Owner by the Association, pursuant to the Documents, the Act, or Applicable Law, including but not limited to Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments as defined in *Article 6* of this Declaration.

1.6 "**Association**" means Beverly Ridge Homeowners Association, Inc., a Texas nonprofit corporation, the Members of which shall be the Owners of Units within the Regime. The term "Association" shall have the same meaning as the term "property owners association" in Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Certificate, the Bylaws, the Act, and Applicable Law.

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

1.8 "**Building**" means a residential dwelling constructed within a Unit.

1.9 "**Bylaws**" mean the bylaws of the Association, as they may be amended from time to time.

1.10 "**Certificate**" means the Certificate of Formation of the Association filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

1.11 "**Common Element**" means all portions of the Property save and except the Units. All Common Elements are "**General Common Elements**" except if such Common Elements have been allocated as "**Limited Common Elements**" by this Declaration for the exclusive use of one or more but less than all of the Units.

1.12 "**Common Expenses**" means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Regime, including but not limited to those expenses incurred for the maintenance, repair, replacement and operation of the Common Elements.

1.13 "**Community Manual**" means the community manual, if any, which may be adopted and Recorded by the Association as part of the project documentation for the Regime. The Community Manual may include the Bylaws and Rules and policies governing the Association. The Community Manual may be amended, from time to time, by a Majority of the Board.

1.14 "**Declaration**" means this document, as it may be amended from time to time.

1.15 "**Documents**" mean, singly or collectively as the case may be, this Declaration, the Plat and Plans, attached hereto as Attachment 1, the Certificate, Bylaws, the Community Manual, and the Rules of the Association, as each may be amended from time to time. An appendix, attachment, exhibit, schedule, or certification accompanying a Document is a part of that Document.

The Documents are subject to amendment or modification from time to time. By acquiring a Unit in Beverly Ridge Condominiums, you agree to comply with the terms and provisions of the Documents, as amended or modified.

1.16 "**General Common Elements**" mean Common Elements which are not Limited Common Elements. General Common Elements refer to those portions of the Property that are designated as "GCE", "General Common Element", "General Common Area", "Common Area", or by the notation "General Common Elements", "GCE", "General Common Area", "Common Area", or "Common Areas" on Attachment 1, attached hereto.

1.17 "**Improvement**" means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, recreational facilities, swimming pools, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, irrigation, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.18 "**Limited Common Elements**", if any, mean those portions of the Property reserved for the exclusive use of one or more Owners to the exclusion of other Owners. Limited Common Elements are designated as "LCE", "Limited Common Elements", or "Limited Common Areas" on Attachment 1, attached hereto and as provided in *Section 5.3* and *Section 5.4* of this Declaration.

1.19 "**Majority**" means more than half.

1.20 "**Member**" means a member of the Association, each Member being an Owner of a Unit, unless the context indicates that member means a member of the Board or a member of a committee of the Association.

1.21 "**Mortgagee**" means a holder, insurer, or guarantor of a purchase money mortgage secured by a Recorded senior or first deed of trust lien against a Unit.

1.22 "**Owner**" means a holder of fee simple title to a Unit. Mortgagees who acquire title to a Unit through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

1.23 "**Person**" means any individual or entity having the legal right to hold title to real property.

1.24 "**Plat and Plans**" means the plat and plans attached hereto as Attachment 1, as changed, modified, or amended in accordance with this Declaration.

1.25 "**Property**" means that certain real property in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and includes every Unit and Common Element thereon.

1.26 "**Record, Recordation, Recorded, and Recording,**" means to record or recorded in the Official Public Records of Travis County, Texas.

1.27 "**Regime**" means the Property, Units, General Common Elements, and Limited Common Elements that comprise the condominium regime established by this Declaration.

1.28 "**Resident**" means an occupant or tenant of a Unit, regardless of whether the Person owns the Unit.

1.29 "**Rules**" means rules and regulations of the Association adopted in accordance with the Documents or the Act.

1.30 "**Underwriting Lender**" means a national institutional mortgage lender, insurer, underwriter, guarantor, or purchaser on the secondary market, such as Federal Home Administration (FHA), Federal Home Loan Mortgage Corporation (Freddie Mac), the Veterans Administration, Federal National Mortgage Association (Fannie Mae), singularly or collectively. The use of this term and these institutions may not be construed as a limitation on an Owner's financing options or as a representation that the Property is approved by any institution.

1.31 "**Unit**" means a physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Attachment 1, as further described in *Section 5.1* of this Declaration.

ARTICLE 2
PROPERTY SUBJECT TO DOCUMENTS

2.1. Subject To Documents. The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, which run with the Property, bind all Persons having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner of the Property.

2.2. Additional Property. Additional real property may be annexed into the Regime and subjected to the Declaration and the jurisdiction of the Association with the approval of the Owners holding at least sixty seven percent (67%) of the total votes in the Association.

Annexation of additional property is accomplished by the Recording of a declaration of annexation, which will include a description of the additional real property.

2.3. Adjacent Land Use. No representation is made as to current or future uses, actual or permitted, of any land that is adjacent to or near the Property.

2.4. Recorded Easements and Licenses. In addition to the easements and restrictions contained in this Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of record, including those described in the attached Attachment 2, and as shown on a Recorded plat, each of which is incorporated herein by reference. 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 prior-Recorded easements, licenses, leases, and encumbrances. Each Owner further agrees to maintain any easement that crosses the Owner's Unit and for which the Association does not have express responsibility.

2.5. Common Elements. The Common Elements of the Property consist of all of the Property, save and except the Units. The designation of Common Elements is determined by this Declaration. All costs attributable to Common Elements, including maintenance, insurance, and enhancements, are automatically the responsibility of the Association, unless this Declaration elsewhere provides for a different allocation for a specific Common Element.

ARTICLE 3
PROPERTY EASEMENTS, RIGHTS AND RESTRICTIONS

3.1. General. In addition to other easements, rights and restrictions established by the Documents, the Property is subject to the easements, rights and restrictions contained in this *Article 3*.

3.2. Owner's Easement of Enjoyment. Every Owner is granted a right and easement of enjoyment over the General Common Elements and the use of Improvements therein, subject to other limitations, rights and easements contained in the Documents. An Owner who does not occupy a Unit delegates this right of enjoyment to the Residents of the Owner's Unit, and is not entitled to use the General Common Elements. In addition, every Owner is granted an easement over the General Common Elements, to the extent necessary, to provide access to an Owner's Unit and for utilities serving the Owner's Unit. The right of access for necessary ingress and egress to an Owner's Unit cannot be suspended by the Board for violations of the Documents or nonpayment of Assessments.

3.3. Owner's Maintenance Easement. Each Owner is hereby granted an easement over and across any adjoining Unit and Common Elements to the extent reasonably necessary to maintain or reconstruct such Owner's Unit, subject to the consent of the Owner of the adjoining Unit, or the consent of the Board in the case of Common Elements, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of

the adjoining Unit or Common Element. Requests for entry into an adjoining Unit must be made to the Owner of such Unit in advance. The consent of the adjoining Unit Owner will not be unreasonably withheld; however, the adjoining Unit Owner may require that access to its Unit be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. Access to the Common Elements for the purpose of maintaining or reconstructing any Unit must be approved in advance and in writing by the Board. The consent of the Board will not be unreasonably withheld; however, the Board may require that access to the Common Elements be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. The Board may require that the Owner abide by reasonable rules with respect to use and protection of the Common Elements and adjacent Units during any such maintenance or reconstruction. If an Owner damages an adjoining Unit or Common Element in exercising the easement granted hereunder, the Owner will be required to restore the Unit and/or Common Element to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time (as determined by the Board in its sole discretion) after the date the Owner is notified in writing of the damage by the Association or the Owner of the damaged Unit, as applicable. If, due to shortages in labor, materials, or such other circumstances broadly affecting the market and generally hampering the ability to obtain timely and quality repairs, an Owner may request from the Board an extension to the period of time in which such repairs must be completed, with the approval thereof not to be unreasonably withheld by the Board.

Notwithstanding the foregoing, no Owner shall perform any work to any portion of such Owner's Unit or the Common Elements unless such work is approved in advance and in writing by the ACC. Additionally, the Owner of an adjoining Unit shall have the right to require a certificate of insurance from any contractors or suppliers accessing their Unit pursuant to this *Section 3.3*, provided however; such right shall not be construed to prevent emergency maintenance required to prevent property damage and/or the existence of any hazardous condition.

3.4. Owner's Ingress/Egress Easement. Each Owner is hereby granted a perpetual easement over the Property, as may be reasonably required, for vehicular and pedestrian ingress to and egress from his Unit or the Limited Common Elements assigned thereto. Such easement shall be subject, in any event, to any Rules governing or limiting each Owner's right of ingress and egress granted hereby.

3.5. Owner's Encroachment Easement. Every Owner is granted an easement for the existence and continuance of any encroachment by such Owner's Unit on any adjoining Unit or Common Element now existing or which may come into existence hereafter, as a result of shifting, settlement or movement of any portion of a Building, or as a result of condemnation or eminent domain proceedings, so that the encroachment may remain undisturbed so long as the Improvement stands. For example, in the event a Unit's fence, as originally installed during

initial construction, encroaches onto an adjacent Unit, the Unit Owner is granted an encroachment easement and Improvement may remain undisturbed as long as the Improvement stands. The easement granted herein is not intended to permit the continuance of any Improvement installed by an Owner not otherwise approved in advance by the ACC.

3.6. Easement of Cooperative Support. Each Owner is granted an easement of cooperative support over adjoining Units and Common Elements as needed for the common benefit of the Property, or for the benefit of Units that share any aspect of the Property that requires cooperation. By accepting an interest in or title to a Unit, each Owner: (i) acknowledges the necessity for cooperation in a condominium; (ii) agrees to try to be responsive and civil in communications pertaining to the Property and to the Association; (iii) agrees to provide access to his Unit and Limited Common Elements when needed by the Association to fulfill its duties; and (iv) agrees to refrain from actions that interfere with the Association's maintenance and operation of the Property.

3.7. Association's Access Easement. 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 Property, including without limitation, all Common Elements and the Owner's Unit and all Improvements thereon for the following purposes:

(i) To perform inspections and/or maintenance that is permitted or required of the Association by the Documents or by Applicable Law.

(ii) 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.

(iii) To enforce the Documents.

(iv) To exercise self-help remedies permitted by the Documents or by Applicable Law.

(v) To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

(vi) To respond to emergencies.

(vii) To perform any and all functions or duties of the Association as permitted or required by the Documents or by Applicable Law.

3.8. Utility Easement. The Association, may grant permits, licenses, and easements over the Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Regime. The Association reserves the right to grant easements over and across

the Units and Common Elements for utilities necessary or required, as determined by the Association, to provide utilities to the Units. The easements granted hereunder by the Association will not unreasonably interfere with the use of any Unit for residential purposes. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property. Utilities may include, but are not limited to, water, irrigation, sewer, trash removal, electricity, gas, electronic communications and internet, telephone, master or cable television, and security.

NOTICE

PLEASE READ CAREFULLY THE FOLLOWING PROVISIONS ENTITLED "SECURITY" AND "INJURY TO PERSON OR PROPERTY". THE PROVISIONS LIMIT THE RESPONSIBILITY OF THE ASSOCIATION FOR CERTAIN CONDITIONS AND ACTIVITIES.

3.9. **Security**. **THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED, EITHER DIRECTLY OR INDIRECTLY, TO IMPROVE SAFETY IN OR ON THE PROPERTY. EACH OWNER AND RESIDENT ACKNOWLEDGES AND AGREES, FOR HIMSELF AND HIS GUESTS, THAT THE ASSOCIATION, AND ITS RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES ARE NOT PROVIDERS, INSURERS, OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. EACH OWNER AND RESIDENT ACKNOWLEDGES AND ACCEPTS HIS SOLE RESPONSIBILITY TO PROVIDE SECURITY FOR HIS OWN PERSON AND PROPERTY, AND ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO THE SAME. EACH OWNER AND RESIDENT FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, AND ITS RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE OWNER OR RESIDENT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE, BURGLARY, AND/OR INTRUSION SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY. EACH OWNER AND RESIDENT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION AND ITS RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.**

3.10. **Injury to Person or Property**. **NEITHER THE ASSOCIATION, NOR ITS RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES**

HAVE A DUTY OR OBLIGATION TO ANY OWNER, RESIDENT OR THEIR GUESTS: (A) TO SUPERVISE MINOR CHILDREN OR ANY OTHER PERSON; (B) TO FENCE OR OTHERWISE ENCLOSE ANY LIMITED COMMON ELEMENT, GENERAL COMMON ELEMENT, OR OTHER IMPROVEMENT; OR (C) TO PROVIDE SECURITY OR PROTECTION TO ANY OWNER, RESIDENT, OR THEIR GUESTS, EMPLOYEES, CONTRACTORS, AND INVITEES FROM HARM OR LOSS. BY ACCEPTING TITLE TO A UNIT, EACH OWNER AGREES THAT THE LIMITATIONS SET FORTH IN THIS *SECTION 3.10* ARE REASONABLE AND CONSTITUTE THE EXERCISE OF ORDINARY CARE BY THE ASSOCIATION. EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES FROM ANY CLAIM OF DAMAGES, TO PERSON OR PROPERTY ARISING OUT OF AN ACCIDENT OR INJURY IN OR ABOUT THE REGIME TO THE EXTENT AND ONLY TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SUCH OWNER, RESIDENT OR THEIR GUESTS, EMPLOYEES, CONTRACTORS, OR INVITEES TO THE EXTENT SUCH CLAIM IS NOT COVERED BY INSURANCE OBTAINED BY THE ASSOCIATION AT THE TIME OF SUCH ACCIDENT OR INJURY.

3.11. Permitted Residential Encroachment Easement. In the event certain Improvements within a Unit serve a residence located on or within another Unit, which Improvements may include fencing, wiring, lines, utilities, conduits and devices (a "**Permitted Residential Encroachment**"). Each Owner is hereby granted an easement over and across the Unit on which the Permitted Residential Encroachment has been constructed for: (i) the Permitted Residential Encroachment; and (ii) the reasonable maintenance and repair of any Permitted Residential Encroachment. If an Owner damages another Unit or any Improvements constructed thereon in exercising the easement granted hereunder, the damaging Owner will be required to restore the damaged Unit to the condition which existed prior to any such damage, at the damaging Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the damaging Owner is notified in writing of the damage by the Owner of the damaged Unit.

ARTICLE 4
DISCLOSURES

4.1. Budgets. Budgets prepared in conjunction with the operation and administration of the Regime are based on estimated expenses only without consideration for the effects of inflation and may increase or decrease significantly when the actual expenses become known.

4.2. Unit Views. Each of the Units is entitled to a panoramic, scenic view of the surrounding countryside from the rear of the Unit. Construction of any Improvement, including the installation of new landscaping or the failure to maintain existing landscaping, on any Unit has the potential to interfere with the view of another Unit. To protect this view, the Owner of a Unit shall not construct any Improvement or place or plant any landscaping (including trees) which does or will in time, obstruct or otherwise interfere with the panoramic, scenic view of the

surrounding countryside from the rear of the Unit. A Unit Owner may only construct an Improvement or plant landscaping on a footprint or location within the Unit as approved in accordance with the following procedure:

> **For Units 1 through 5 (the "Lakeview Units"),** any Owner wishing to construct or install any landscaping or improvements shall first obtain the written consent, not to be unreasonably withheld, of each Owner of a Lakeview Unit, and at least three (3) Owners of a Hillside Unit, as defined below. Co-Owners of the same Unit shall count as one (1) Owner for the purposes of this Section.
>
> **For Units 6 through 12 (the "Hillside Units"),** any Owner wishing to construct or install any landscaping or improvements must first obtain the written consent, not to be unreasonably withheld, of each Owner of the Unit immediately adjacent to the left and right of their Unit, and five (5) additional Owners of the remaining Units in the Regime.

A denial of consent shall be considered reasonable if the reasons provided by the party withholding consent are related to a concern that the proposed improvements or landscaping will or in the future might have a negative effect or otherwise obstruct, impair or interfere with the view enjoyed from the Unit so owned by such party. The parties should discuss the plans and objections and attempt to reach an agreement, if possible.

If an Owner seeking to obtain consent from another Owner pursuant to this Section believes that consent is being unreasonably withheld, then such dispute, upon the request of the party wishing to construct or install the landscaping or improvements, shall be the subject of mediation between the parties. In connection with this mediation, the non-consenting Unit Owner or Owners shall specify in writing the reasons why consent is being withheld. The proponent of the improvement or proposed landscaping shall submit a written plan for the proposed improvement or landscaping which will address those concerns. If a resolution is not reached by mediation, the proponent of the improvement or landscaping may demand binding arbitration.

If the proponent of the proposed improvement or landscaping fails to submit a plan in mediation or refuses to participate in arbitration, the request for authorization for the proposed improvement or landscaping shall be deemed to have been withdrawn. If the party withholding consent refuses to participate in mediation or binding arbitration, the consent of that party to the submitted plan shall be deemed to have been given.

In the event either party engages legal counsel to represent them in the mediation and/or arbitration proceedings, except as provided in the next sentence, such party alone shall be solely responsible for their attorney's fees, and the outcome of such proceedings shall not effect this provision. The costs charged by the mediator and/or arbitrator in connection with any proceeding under this Section 4.2, (including Subsections i and ii, below) shall be borne by the losing party. The only issue to be decided in arbitration shall be whether the stated reasons of the party

withholding consent are related to a reasonable concern that the proposed improvements or landscaping will or in the future are likely to obstruct, impair or interfere with the view enjoyed from the Unit owned by such non-consenting party. If the arbitrator determines that consent is being reasonably withheld, the proposed improvements or landscaping shall not be authorized. If the Arbitrator determines that consent has unreasonably been withheld, the construction of the proposed improvement or installation of the proposed landscaping in accordance with the plan that was submitted, which must be strictly followed, shall be authorized. The arbitrator shall not have the power or authority to modify any proposed plan or to order a compromise without the consent of both parties.

Before any construction or installation of landscaping can begin, an agreeable plan or one ordered by an Arbitrator must be submitted to the Board for review and approval, i.e., approval by the Board is required before any construction or installation commences. Neither the ACC nor the Board shall have the power to modify any plan without the consent of the parties nor can it authorize or allow the Owner of any Unit to construct or install any Improvement or landscaping in violation of this *Section 4.2*, except when required by Applicable Law.

Notwithstanding any other provision in this Declaration, each Unit Owner shall maintain all new and pre-existing landscaping such that it will not obstruct, interfere or impair the panoramic, scenic view of the surrounding countryside from the rear of the Unit.

i. Maintenance of Landscaping; Trees. With respect to the trimming or pruning of trees if the Owner of a Lake View Unit who believes that the view from that Unit is being obstructed, impaired, or interfered with by a tree located on any other Unit, the owners of both Units shall, in good faith, discuss the matter and confer with a certified arborist who shall determine and implement the manner of alleviating the problem.

ii. Maintenance of Landscaping; Shrubbery. Each Lake View Unit Owner shall prune, trim, or otherwise maintain all shrubbery, bushes, or other plants so that none exceeds the height of the existing wrought iron fence defining the boundaries of the Unit.

The requirements contained in this *Section 4.2* must be contained in any subsequent Declaration or amendment and may not be modified in this or any subsequent Declaration or amendment except by an affirmative vote of 100% of the members entitled to be cast at a meeting of the members of the Association.

4.3. Utility District. Each Owner within the Property is advised that the Property is located within the Travis County Water Control and Improvement District #17 (the "**District**"). As an Owner, you are or may be required to pay the tax rate established by the District for water and wastewater service, residential solid waste service, recycling services, and/or other services. Further, upon the transfer of any Unit, each Owner is required to provide notice of the District to any transferee of the Unit in accordance with Applicable Law.

ARTICLE 5
UNITS, LIMITED COMMON ELEMENTS & ALLOCATIONS

5.1. Units.

5.1.1. Unit Boundaries. The boundaries and identifying number of each Unit are shown on the Plat and Plans attached hereto as Attachment 1. The boundaries of each Unit are further described as follows:

(i) Lower Boundary of the Unit: The horizontal plane corresponding to the finished grade of the land within the Unit as described and defined on Attachment 1.

(ii) Upper Boundary of the Unit: The horizontal plane parallel to and one-hundred feet (100') above the lower boundary of the Unit.

(iii) Lateral Boundaries of the Unit: A plane located on each side of a Unit perpendicular to the lower and upper horizontal planes, from the lower boundary of the Unit to the upper boundary of the Unit.

5.1.2. What a Unit Includes. Each Unit includes the spaces and Improvements within the boundaries defined in *Section 5.2.1.* above, including without limitation the Building, the roof and foundation of the Building, landscaping, driveways, sidewalks, fences, yards, utility lines and meters and all other Improvements located within the Unit. In addition to the Building and the Improvements within the Unit, each Unit also includes Improvements, fixtures, and equipment serving the Building or Unit exclusively, whether located within or outside the Unit, whether or not attached to or contiguous with the Building, including but not limited to any below-grade foundation, piers, retaining walls, fence, or other structural supports; plumbing, septic, and utility lines, pipes, drains, and conduits; landscape irrigation, and subterranean components of plant material, including roots of trees on the Unit; and any other below-grade item that serves or supports the Building or Unit.

5.1.3. Building Size. The space contained within the boundaries of the Unit is not related to the size of the Building. A Building may only occupy a portion of a Unit in a location approved in advance by the ACC.

5.2. Designation and Allocation of Limited Common Elements. Portions of the Common Elements may be allocated as Limited Common Elements on the Plats and Plans, attached hereto as Attachment 1, by use of "LCE" and the identifying number of the Unit to which the Limited Common Element is appurtenant, or by use of a comparable method of designation.

5.3. Common Interest Allocation. The percentage of interest in the Common Elements (the "**Common Interest Allocation**") allocated to each Unit is assigned in accordance with a ratio of 1 to the total number of Units. The same formula will be used in the event the Common Interest Allocation is reallocated as a result of any increase or decrease in the number of Units subject to this Declaration. In the event an amendment to this Declaration is filed which reallocates the Common Interest Allocation as a result of any increase or decrease in the number of Units the reallocation will be effective on the date such amendment is Recorded.

5.4. Common Expense Liability. The percentage of liability for Common Expenses allocated to each Unit (the "**Common Expense Liability**") and levied pursuant to *Article 6* is equivalent to the Common Interest Allocation assigned to the Unit.

5.5. Association Votes. One (1) vote is allocated to each Unit.

ARTICLE 6
COVENANT FOR ASSESSMENTS

6.1. Purpose of Assessments. The Association will use Assessments for the general purposes of preserving and enhancing the Regime, and for the benefit of Owners and Residents, including but not limited to maintenance of real and personal property, management, and operation of the Association, and any expense reasonably related to the purposes for which the Association was formed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

6.2. Personal Obligation. An Owner is obligated to pay Assessments levied by the Board against the Owner or the Owner's Unit. Payments are made to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other Person regarding any matter to which this Declaration pertains. No Owner may be exempt from Assessment liability by such Owner's non-use of the Common Elements or abandonment of the Owner's Unit. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Unit.

6.3. **Types of Assessments**. There are five (5) types of Assessments: Regular, Special, Utility, Individual, and Deficiency Assessments.

6.4. **Regular Assessments**.

6.4.1. Purpose of Regular Assessments. Regular Assessments are used for Common Expenses related to the recurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

(i) Maintenance, repair, and replacement, as necessary, of the General Common Elements, and Improvements, equipment, signage, and property owned by the Association.

(ii) Maintenance examination and report, as required by *Section 9.4*.

(iii) Utilities billed to the Association.

(iv) Services obtained by the Association and available to all Units.

(v) Taxes on property owned by the Association and the Association's income taxes.

(vi) Management, legal, accounting, auditing, and professional fees for services to the Association.

(vii) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.

(viii) Insurance premiums and deductibles.

(ix) Contributions to reserves.

6.4.2. Annual Budget-Regular. The Board will prepare an annual budget with the estimated expenses to be incurred by the Association for each fiscal year. The budget will take into account the estimated income and Common Expenses of the Association for the year, contributions to reserves, and a report of uncollected receivables to date. A copy of the proposed budget shall be distributed among the Members for review, whereupon the Members shall have fifteen (15) days from the date the budget is distributed to submit comments to the Board for consideration, whereafter the Board shall distribute the budget with all updates (if any) among the Members. Within ten (10) business days from the date the final budget is distributed, the final budget shall be deemed approved unless a majority (i.e. greater than 50%) of the Members submit votes of disapproval. If the proposed annual budget has not been approved within forty-five (45) days from the date the final budget is distributed,

the Board shall have the right to adopt the prior year's annual budget without the consent or joinder of any Member, and may increase the assessments only up to the amount required to cover any projected shortfall in said budget and/or as may be required to comply with Applicable Law.

6.4.3. Basis of Regular Assessments. Regular Assessments will be based on the annual budget. Each Unit will be liable for the Unit's share of the annual budget based on the Common Expense Liability allocated to such Unit. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined by the Board.

6.4.4. Supplemental Increases. The Board shall be obligated to notify the Members on a quarterly basis all revenue and expenses. Failure on part of the Board to issue such notices from time to time does not exempt any Owner from their obligation to pay assessments. If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated Common Expenses for the remainder of the year, the Board shall provide notice to the Members which: (i) provides the basis of the expected shortfall; and (ii) provides the proposed increase in Regular Assessments for the remaining fiscal year required to remedy the shortfall. The Members shall have ten (10) business days from the date the above-described notice is distributed among the Members in which to vote to disapprove the supplemental increase. Unless a majority of the Members vote to disapprove the increase, the increase shall be deemed approved. Supplemental increases will be apportioned among the Units in the same manner as Regular Assessments.

6.5. Special Assessments. The Board may levy one or more Special Assessments against all Units for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or reserves. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments will be apportioned among the Units in the same manner as Regular Assessments. The Board will notify each Owner about the Special Assessment. Each Owner shall have the right to submit written comments, objections, or suggested changes within fifteen (15) days of the notification, which shall be considered by the Board. Thereafter the Board shall distribute a final proposed amount of Special Assessment, and the Members shall have ten (10) business days from the date the above-described notice is distributed among the Members in which to vote to disapprove the Special Assessment. Unless a majority of the Members vote to disapprove the Special Assessment, the Special Assessment shall be deemed approved. Special Assessments will be apportioned among the Units in the same manner as Regular Assessments. Notwithstanding the forgoing, the Board shall have the right to levy a Special Assessment unilaterally if required in order to comply with any fine, penalty, tax or other assessment imposed by any governmental unit.

6.6. Utility Assessments. This *Section 6.6* applies to utilities serving the Units and consumed by the Owner and/or Residents that are billed to the Association by the utility provider, and which may or may not be sub-metered by or through the Association. In addition to Regular

and Special Assessments, the Board may levy a Utility Assessment against each Unit. The Board may allocate the Association's utility charges by any conventional and reasonable method. The levy of a Utility Assessment may include a share of the utilities for the Common Elements, as well as administrative and processing fees, and an allocation of any other charges that are typically incurred in connection with utility or sub-metering services. The Board may, from time to time, change the method of utility allocation, provided the method of allocation is reasonable.

6.7. **Individual Assessments**. The Board may levy an Individual Assessment against an Owner and the Owner's Unit. Individual Assessments may include, but are not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Unit into compliance with the Documents; (iii) fines for violations of the Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and copies of the Documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Residents of the Owner's Unit; (viii) Common Expenses that benefit fewer than all of the Units, which may be assessed according to benefit received, as reasonably determined by the Board; and (ix) fees or charges levied against the Association on a per-Unit basis.

6.8. **Deficiency Assessments**. The Board may levy a Deficiency Assessment against the Units for the purpose of defraying, in whole or in part, the cost of repair or restoration for the Common Elements if insurance proceeds or condemnation awards prove insufficient. A Deficiency Assessment will be deemed effective unless disapproved by a Majority of the Membership. Deficiency Assessments will be apportioned among the Units in the same manner as Regular Assessments. Notwithstanding the foregoing, the Board shall have the right to unilaterally levy a Deficiency Assessment if required to comply with Applicable Law.

6.9. **Reserve Fund Contribution**. Upon the transfer of a Unit, a reserve fund contribution in an amount equal to two (2) months of Regular Assessments will be paid from the transferee of the Unit to the Association for the Association's replacement reserve funds. Each reserve fund contribution will be collected from the transferee of a Unit upon the conveyance of the Unit from one Owner to another (expressly including any re-conveyances of the Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers will not be subject to the reserve fund contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent; (iv) any grantee who is the domestic partner or former spouse of the grantor; (v) any grantee that is a wholly-owned entity of the grantor; and (vi) any grantee to whom a Unit is conveyed by a will or through the law of intestacy. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. The Board will have the power to waive the payment of any reserve fund contribution attributable to a Unit (or all Units) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

6.10. Due Date. Regular Assessments are due annually, with monthly installments of the total annual Regular Assessments to be paid on the first calendar day of each month or on such other date or frequency as the Board may designate in its sole and absolute discretion, and are delinquent if not received by the Association on or before such date. Utility, Special, Individual, and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Utility, Special, Individual, or Deficiency Assessment is given.

6.11. Reserve Funds. The Association may maintain reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association. The Association may maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements.

6.12. Association's Right to Borrow Money. The Association is granted the right to borrow money, subject to the ability of the Association to repay the borrowed funds from Assessments, and provided that any such borrowing is approved by Owners having at least nine (9) of the votes in the Association. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred.

6.13. Limitation of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by Applicable Law, the excess amount will be applied to the reduction of unpaid Assessments to which such excess interest was applied, or reimbursed to the Owner if those Assessments are paid in full.

6.14. Audited Financial Statements. The Association shall have an audited financial statement for the preceding full fiscal year of the Association.

ARTICLE 7
ASSESSMENT LIEN

7.1. Assessment Lien. 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 pay Assessments to the Association. Each Assessment is a charge on the Unit and is secured by a continuing lien on the Unit. Each Owner is placed on notice that title to such Owner's Unit may be subject to the continuing lien for Assessments attributable to a period prior to the date the

Owner purchased the Unit. An express lien on each Unit is hereby reserved in favor of the Association to secure the payment of Assessments.

7.2. Superiority of Assessment Lien. The Assessment lien is superior to all other liens and encumbrances on a Unit, except only for: (i) real property taxes and assessments levied by governmental and taxing authorities; (ii) a Recorded deed of trust lien securing a loan for construction of Improvements upon the Unit or acquisition of the Unit; (iii) a deed of trust or vendor's lien Recorded before this Declaration; or (iv) a first or senior purchase money vendor's lien or deed of trust lien Recorded before the date on which the delinquent Assessment became due. The Assessment lien is also superior to any Recorded assignment of the right to insurance proceeds on the Unit, unless the assignment is part of a superior deed of trust lien.

7.3. Effect of Mortgagee's Foreclosure. Foreclosure of a superior lien extinguishes the Association's claim against the Unit for unpaid Assessments that became due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien is liable for Assessments coming due from and after the date of the sale.

7.4. Notice and Release. The Association's lien for Assessments is created by Recordation of this Declaration, which constitutes record notice and perfection of the lien. No other Recordation of a lien or notice of lien is required. However, the Board, at its option, may cause a notice of the lien to be Recorded. Each lien filed by the Association must be prepared and filed by an attorney licensed to practice law in the State of Texas. If the debt is cured after a notice has been Recorded, the Association will Record a release of the notice at the expense of the curing Owner. The Association may require reimbursement of its costs of preparing and Recording the notice before granting the release.

7.5. Power of Sale. By accepting an interest in or title to a Unit, each Owner grants to the Association a private power of sale in connection with the Association's assessment lien. The Board may appoint, from time to time, any Person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution duly adopted by the Board.

7.6. Foreclosure of Lien. The Assessment lien may be enforced by judicial or non-judicial foreclosure. A non-judicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by Applicable Law. In any foreclosure, the Owner will be required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Unit at a foreclosure sale initiated by it and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 8
EFFECT OF NONPAYMENT OF ASSESSMENTS

8.1. Generally. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect all delinquent Assessments. From time to time, the Association may delegate some or all of its collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other Person for the Board or the Association's failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association may have pursuant to the Documents or Applicable Law.

8.2. 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 maximum permitted by Applicable Law. If the Board fails to establish a rate, the rate is ten percent (10%) per annum.

8.3. Late Fees. Delinquent Assessments are subject to reasonable late fees, at a rate to be determined by the Board from time to time.

8.4. Collection Expenses. The Owner of a Unit against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorneys' fees and processing fees charged by the manager.

8.5. Acceleration. If an Owner defaults in paying an Assessment that is payable in installments, the Association may accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

8.6. Suspension of Vote. Subject to the below-described limitations, if an Owner's account has been delinquent for at least thirty (30) days, the Association may suspend the right to vote appurtenant to the Unit during the period of delinquency. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay Assessments. When the Association suspends an Owner's right to vote, the suspended Owner may nevertheless participate as a Member of the Association for the following activities: (i) be counted towards a quorum; (ii) attend meetings of the Association; (iii) participate in discussion at Association meetings; (iv) be counted as a petitioner for a special meeting of the Association; and (v) vote to remove a Director and for the replacement of the removed Director. If the number of suspended Members exceeds thirty percent (30%) of the total Members (co-owners of a Unit constituting one Member), all Members are eligible to vote. These limitations are imposed to prevent a Board from

disenfranchising a large segment of the membership and to preserve the membership's right to remove and replace Directors.

8.7. Assignment of Rents. Every Owner hereby grants to the Association a continuing assignment of rents to secure the payment of Assessments to the Association. If a Unit's Assessment account becomes delinquent during a period in which the Unit is leased, the Association may direct the tenant to deliver rent to the Association for application to the delinquent Assessments, provided the Association gives the Owner notice of the delinquency, a reasonable opportunity to cure the debt, and notice of the Owner's right to a hearing before the Board. The Association must account for all monies received from a tenant and must remit to the Owner any rents received in excess of the past-due amount. A tenant's delivery of rent to the Association under the authority hereby granted is not a breach of the tenant's lease with the Owner and does not subject the tenant to penalties from the Owner.

8.8. Money Judgment. The Association may file suit seeking a money judgment against an Owner delinquent in the payment of Assessments, without foreclosing or waiving the Association lien for Assessments.

8.9. Notice to Mortgagee. The Association may notify and communicate with any holder of a lien against a Unit regarding the Owner's default in payment of Assessments.

8.10. Application of Payments. The Association may adopt and amend policies regarding the application of payments. After the Association notifies the Owner of a delinquency, any payment received by the Association may be applied in the following order: (i) Individual Assessments, (ii) Deficiency Assessments, (iii) Special Assessments, (iv) Utility Assessments and (v) Regular Assessments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the Association's policy for applying payments. The Association's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the Unit Owner's account.

ARTICLE 9
MAINTENANCE AND REPAIR OBLIGATIONS

9.1. Overview. Generally, the Association maintains the Common Elements, and the Owner maintains the Owner's Unit. If any Owner fails to maintain such Owner's Unit, the Association may perform the work at the Owner's expense. The respective maintenance obligations of the Association and each Owner are set forth in this Article and are summarized on Attachment 3; however, to the extent of any conflict between the provisions of this Article and the summary set forth on Attachment 3, the provisions of this Article will control.

9.2. Association Maintains. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. Unless otherwise provided in this Declaration, the Association maintains, repairs and replaces, as a Common Expense, all General Common Elements.

9.3. Area of Common Responsibility. Subject to the approval of a Majority of the Members, the Association has the right, but not the duty, to designate or modify, from time to time, portions of the Units as an Area of Common Responsibility to be treated, maintained, repaired, and/or replaced by the Association as a Common Expense. A designation applies to every Unit having the identified feature. The cost of maintaining the Area of Common Responsibility is added to the annual budget and assessed uniformly against all Units as a Regular Assessment, unless the Owners of at least a Majority of the Units decide to assess the costs as Individual Assessments. Unless otherwise designated as an Area of Common Responsibility, Unit Owners are responsible for maintaining their Units.

9.3.1. Easement. The Association is hereby granted an easement over and across each Unit to the extent reasonably necessary or convenient for the Association or its designee to maintain, repair and/or replace the Area of Common Responsibility. If the Association damages any Improvements located within a Unit in exercising the easement granted hereunder, the Association will restore such Improvements to the condition which existed prior to any such damage, within thirty (30) days, or as soon as reasonably possible, after the date the Association is notified in writing of the damage by the Owner of the damaged Improvements.

9.3.2. Change in Designation. The Association may, from time to time, modify the Area of Common Responsibility by Recording written instrument; provided, however, that any modification to the Area of Common Responsibility must be approved by a Majority of the votes in the Association.

9.4. Inspection Obligations.

9.4.1. Contract for Services. In addition to the Association's maintenance obligations set forth in this Declaration, the Association shall, at all times, contract with or otherwise retain the services of independent, qualified, individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the General Common Elements.

9.4.2. Schedule of Inspections. Inspections will take place in accordance with prudent business practices. A Guide to Association's Examination of Common Elements is attached to this Declaration as Attachment 4. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall promptly cause all

matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

9.5. Owner Responsibility. Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

(i) To maintain, repair, and replace the Owner's Unit and all Improvements constructed therein or thereon, and any Limited Common Elements exclusively serving the Owner's Unit.

(ii) To maintain all yard space within an Owner's Unit, keeping the same in a neat, manicured, weed-free, clean, odorless, orderly, and attractive condition.

(iii) To maintain, repair, and replace all portions of the Property for which the Owner is responsible under this Declaration or by agreement with the Association.

(iv) To not do any work or to fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or real property right thereto.

(v) To be responsible for the Owner's willful or negligent acts and those of the Owner or Resident's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of Common Elements, the property of another Owner, or any component of the Property for which the Association has maintenance or insurance responsibility.

9.6. Disputes. If a dispute arises regarding the allocation of maintenance responsibilities by the Documents, the dispute will be resolved by the Board. Unit maintenance responsibilities that are allocated to the Association are intended to be interpreted narrowly to limit and confine the scope of Association responsibility. It is the intent of this *Article 9* that all components and areas not expressly delegated to the Association are the responsibility of the individual Owners.

9.7. Warranty Claims. If the Owner is the beneficiary of a warranty against defects to the Common Elements, the Owner irrevocably appoints the Association, acting through the Board, as the Owner's attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty, but only as to the Common Elements.

9.8. Owner's Default In Maintenance. If the Board determines that an Owner has failed to properly discharge such Owner's obligation to maintain, repair, and replace items for

which the Owner is responsible under the Declaration, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at the 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 the Owner's expense, which is an Individual Assessment against the Owner and such Owner's Unit. In case of an emergency, however, the Board's responsibility to give the Owner written notice is waived, and the Board may take any action it deems necessary to protect persons or property, the cost of such action being at the Owner's expense and being levied as an Individual Assessment.

9.9. **Maintenance of Water Infrastructure**. Each Owner shall maintain in good condition the water line servicing such Owner's Unit from the service main to the Unit ("**Water Yard Line**"). Travis County WCID No. 17 shall maintain in good condition the water main ("**Water Main**") originating at Quinlan Park Road and following the .88-acre access easement established pursuant to that certain Public Utility, Drainage and Access Easement, Recorded as Document No. 2006091926, Official Public Records of Travis County, Texas; and the .66-acre access easement established pursuant to that certain Public Utility, Drainage and Access Easement Recorded as Document No. 2006091927, Official Public Records of Travis County, Texas, to where the Water Yard Lines serving the Units in the Regime shall be connected to the Water Main.

9.9.1. Each Owner shall maintain in good condition the wastewater line servicing Owner's Unit from the service main to the Unit ("**Wastewater Yard Line**"). Travis County WCID #17 shall maintain in good condition the wastewater main ("**Wastewater Main**") located in the .16-acre wastewater easement established pursuant to that certain Wastewater Easement, Recorded as Document No. 2006091928, Official Public Records of Travis County, Texas; and the .66-acre access easement established pursuant to that certain Public Utility, Drainage and Access Easement Recorded as Document No. 2006091927, Official Public Records of Travis County, Texas, to where the Wastewater Yard Lines serving the Units in the Regime shall be connected to the Wastewater Main.

9.9.2. Each Owner shall be responsible for the water usage charges used by the irrigation components serving and connected to such Owner's Unit.

9.9.3. If an Owner fails to comply with such Owner's repair and maintenance duties, the Association may cause such repair and maintenance to be performed, and the costs associated with therewith shall be borne solely by the Owner, who shall immediately reimburse the Association for such costs.

ARTICLE 10
ARCHITECTURAL COVENANTS AND CONTROL

10.1. **Purpose**. Because the Units are part of a single, unified community, the ACC has the right to regulate the appearance of all Improvements in order to preserve and enhance the Property's value and architectural harmony. The ACC has the right to regulate every aspect of proposed or existing Improvements on the Property, including replacements or modifications of original construction or installation.

10.2. **ACC.** The rights of the ACC shall be vested with the Board. The ACC shall exercise all architectural control over the Property.

10.3. **Limits on Liability**. **Neither the Board, nor their directors, officers, committee members, employees or agents will have any liability for decisions made as the ACC in good faith. Neither the Board, nor their directors, officers, committee members, employees or agents are responsible for: (i) errors in or omissions from the plans and specifications submitted to the ACC; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws. Approval of a modification or Improvement may not be deemed to constitute a waiver of the right to withhold approval of similar proposals, plans or specifications that are subsequently submitted**.

10.4. **Prohibition of Construction, Alteration and Improvement**. Without the ACC's prior written approval (and the approval of the requisite number of Members, if applicable), no Person may commence or continue any construction, alteration, addition, Improvement, installation, modification, redecoration, or reconstruction of or to a Unit, or do anything that affects the appearance, use, or structural integrity of the residential dwelling constructed on a Unit, including any appurtenant structures, including, but not limited to, garages, driveways, patios, etc. Notwithstanding the foregoing, each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement, provided that such action is not visible from any other portion of the Property; provided, however, that the foregoing sentence shall not include any modifications, alterations or repair of the exterior any residence.

YOU CANNOT CHANGE THE EXTERIOR OF ANY IMPROVEMENTS WITHIN YOUR UNIT UNLESS YOU HAVE THE SIGNED CONSENT OF THE ACC.

10.5. **No Implied or Verbal Approval.** Except as provided in this *Section 10.5*, approval by the ACC may not be deemed, construed, or implied from an action, a lack of action, or a verbal statement by the Association, an Association director or officer, a member or chair of any Board-appointed committee, the Association's manager, or any other representative of the Association. To be valid, approval of the ACC must be: (i) in writing; (ii) on a form or letterhead issued by the ACC; (iii) signed and dated by a duly authorized representative of the ACC, designated for that purpose by the Board; (iv) specific to a Unit; and (v) accompanied by detailed plans and specifications showing the proposed change. Upon receipt of a request for an architectural approval, the ACC shall respond in writing – negatively, affirmatively, or requesting information

– within sixty (60) days after the ACC's actual receipt of the Owner's application. In the event the ACC is unable to provide a timely approval response, the ACC shall provide written notice to the applicant which (i) explains the reason or basis for the delay; and (ii) provides an estimated period of time within which the ACC shall respond. If the ACC fails to respond within the estimated time provided in the written notice, the application shall be deemed approved. Notwithstanding any approval of the ACC, of the Board, or of the Membership, any architectural or structural changes executed or improvements shall comply with Applicable Law and the ACC may require that the architectural or engineering approval be Recorded, with the cost of Recordation borne by the Owner. The approval of a proposed improvement automatically terminates if work on the approved Improvement has not been started by the commencement date stated in the approval and thereafter diligently prosecuted to completion, or, if no commencement date is stated, within ninety (90) days after the date of the approval. Any extension to the commencement date must be approved by the ACC in advance of the expiration of the commencement date, and must be in writing.

10.6. Application. To request ACC approval, an Owner must make written application and submit two (2) identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. The application must clearly identify any requirement of this Declaration for which a variance is sought. If the application is for work that requires a building permit from a municipality or other regulatory authority, the Owner must obtain such permit and provide a copy to the ACC in conjunction with the application. The ACC may return one set of plans and specifications to the applicant marked with the ACC's response, such as "Approved," "Denied," or "Submit Additional Information." The ACC has the duty to evaluate every aspect of construction and property use that may alter or adversely affect the general value of appearance of the Property or be inconsistent with the stated purpose of this Declaration. Upon request, the ACC will allow any Member to review a proposed plan and will consider as part of its evaluation any written comments from a Member. In addition to the above requirements, if the Application is for Major Construction (as defined in *Section 10.8*), the Applicant is encouraged to discuss the proposed plans with the other members, especially adjoining Unit Owners as well as any other Owners who might be impacted if the project is allowed to determine if there is any objection and, if so, whether it would be possible to resolve those objections by modifying the proposed plans. All Owners must act reasonably and in good faith but none are obligated to change their position if based upon a reasonable factual basis.

10.7. Owner's Duties. If the ACC approves an Owner's application, the Owner may proceed with the Improvement, provided:

(i) The Owner must adhere strictly to the plans and specifications which accompanied the application.

(ii) The Owner must initiate, diligently prosecute, and complete the Improvement in a reasonably timely manner. If, due to shortages in labor, materials, or such other circumstances broadly affecting the market and

generally hampering the ability to execute the completion of Improvements, the Owner may request from the ACC an extension to the period of time in which such Improvements must be completed, with the approval thereof not to be unreasonably withheld by the ACC.

(iii) If the approved application is for work that requires a building permit from a municipality or other regulatory authority, the Owner must obtain the appropriate permit. The ACC's approval of plans and specifications does not mean that such plans and specifications comply with a municipality or other regulatory authority requirements. Alternatively, approval by a municipality or other regulatory authority does not ensure ACC approval.

10.8. Major Construction. Notwithstanding anything in this *Article 10* to the contrary, the ACC shall not have the unilateral authority to approve the construction of Improvements, or alterations or additions to existing Improvements within a Unit which constitute major construction. For the purposes of this *Section 10.8*, "**Major Construction**" shall mean the construction, alteration of, or addition to, Improvements within a Unit which are (i) externally visible from the street and/or adjacent Units; and (ii) incur a cost of five thousand dollars ($5,000.00) or more to construct (the "**Major Construction Cost**"). The amount of the Major Construction Cost threshold shall automatically increase in proportion to the Consumer Price Index ("CPI") for all Urban Consumers U.S. City Average for all items, as published by the United States Department of Labor, Bureau of Labor Statistics, for the last reporting period immediately preceding the anniversary of the recording date of this Declaration. The Association shall determine such adjustment by first determining the index point change between the CPI for the last reporting period and the CPI reported one year earlier and dividing this difference by the earlier reported CPI and multiplying this quotient by 100. In no event shall the Major Construction Cost threshold be decreased as a result of a change in CPI. Major Construction shall not include repairs to existing Improvements within a Unit, provided that the materials and colors used to effect the repair are substantially similar to those used prior to the condition or event requiring the repair. In the event of a dispute as to whether the materials and colors used for a repair are "substantially similar", the determination of the Board shall be final and absolute. **This *Section 10.8* shall not apply to the approval of Improvements which are governed under *Section 4.2*. Any Improvements to be located in the rear of the Unit shall be governed by *Section 4.2*.**

10.8.1. Approval of Major Construction. An Owner may submit an application for architectural approval of proposed Major Construction (the "**Major Construction Application**") by providing such application to the ACC in accordance with this *Article 10*. The ACC may deny the Major Construction Application unilaterally. If a Major Construction Application is being submitted by a Member who is also a member of the ACC, such Member shall not be entitled to vote for the approval. Within fourteen (14) days from its receipt of the Major Construction Application from an Owner, the ACC shall provide notice (the "**MCA**

Notice") to all Owners of the receipt of the Major Construction Application. The MCA Notice may include a copy of the Major Construction Application and must provide a summary of the nature and scope of the proposed Major Construction. The MCA Notice may be distributed among the Owners in a form determined by the Board, provided, however, that each Owner shall individually receive the MCA Notice. The MCA Notice shall request that each Owner submit a vote to approve or disapprove the Major Construction Application within fifteen (15) days from the date of the MCA Notice. The period in which votes may be returned may be extended by the Board at its discretion. Upon the receipt of affirmative votes from at least eight (8) the Members, the Major Construction Application shall be deemed approved. If less than eight (8) votes are received by the fifteenth day from the Date of the MCA Notice, the period in which Members may submit their vote shall be automatically extended by five (5) days. In the event any Member fails to respond within the five-day period described above the Board shall have the right to cast the vote on behalf of such non-responsive Member.

10.8.2. Exemptions from Major Construction. Notwithstanding anything in this Section to the contrary, the ACC shall have the unilateral authority to approve the following proposed exterior changes to a Unit: landscaping (including, without limitation, hardscape elements and plantings), repairs to existing Improvements which use substantially similar colors and materials as existed prior to the condition requiring repair; exterior painting of Improvements; changes to lights and lighting fixtures; address monumentation; mailboxes; and any other element or change which does not meet the definition of Major Construction, provided however, that all such approvals comply with the Documents.

ARTICLE 11
CONSTRUCTION & USE RESTRICTIONS

11.1. Association's Right to Promulgate Rules and Amend Community Manual. The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property, provided however, that any such modification or adoption of rules is approved by a Majority of the Members. The Association, acting through a Majority of the Board, is also granted the right to amend, repeal, and enforce the Community Manual without the approval or joinder of any Member for the sole purpose of complying with Applicable Law.

11.2. Rules and Regulations. In addition to the restrictions contained in this *Article 11*, each Unit is owned and occupied subject to the right of the Board to establish Rules, and penalties for infractions thereof, governing:

(i) Use of Common Elements.

(ii) Hazardous, illegal, or annoying materials or activities on the Property.

(iii) The use of Property-wide services provided through the Association.

(iv) The consumption of utilities billed to the Association.

(v) The use, maintenance, and appearance of anything visible from the street, Common Elements, or other Units.

(vi) The occupancy and leasing of Units.

(vii) Animals.

(viii) Vehicles.

(ix) Disposition of trash and control of vermin, termites, and pests.

(x) Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for Residents.

11.3. Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein.

11.4. Abandoned Personal Property. Personal property shall not be kept, or allowed to remain for more than twelve (12) hours upon any portion of the Common Elements, without the prior written consent of the Board. If the Board determines that a violation exists, then, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the disposition of the property within twenty-four (24) hours after the property is removed. Neither the Association nor any board member, officer or agent thereof shall be liable to any Person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

11.5. Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property. Customary domesticated household pets may be kept subject to the Rules. The Board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, locations, and behavior of animals on the Property. If the Rules fail to establish animal occupancy quotas, an Owner or Resident shall be allowed no more than four (4) animals within a Unit, except for birds and fish. Permission to maintain other types or additional

numbers of household pets must be obtained in writing from the Board. The Board may require or effect the removal of any animal determined to be in violation of the Rules. No animals maintained on the Property shall be allowed make excessive noise, as determined by the Board in its sole discretion.

11.6. Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements or Units is prohibited; provided, however, that the display of lawful firearms on the Common Elements and/or Units is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements and/or Units directly en route to a motor vehicle that is owned by the Resident or under the Resident's control, or directly en route to the Resident's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size, and shall also include, without limitation, sling shots, archery, and other projectile emitting devices. The Association, acting through the Board, is granted the right, but not the duty, to adopt, amend, and repeal Rules regarding the carrying of handguns, both openly carried or concealed, and the posting of signs and notices prohibiting such activity.

11.7. Annoyance. No Unit may be used in any way that: (i) may reasonably be considered annoying to Residents; (ii) may be calculated to reduce the desirability of the Property as a residential neighborhood; (iii) may endanger the health or safety of Residents; (iv) may result in the cancellation of insurance on any portion of the Property; (v) violates any Applicable Law; or (vi) creates noise, odor or light pollution. The Board has the sole authority to determine what constitutes an annoyance.

11.8. Appearance. Both the exterior and the interior of the Improvements constructed within a Unit must be maintained in a manner so as not be unsightly when viewed from the street, Common Elements, or Units. The Board will be the arbitrator of acceptable appearance standards.

11.9. Driveways. Sidewalks, driveways, and other passageways may not be used for any purpose that interferes with their ongoing use as routes of vehicular or pedestrian access. All driveways shall be constructed of concrete pavers.

11.10. Garages. The original garage area of any Building or Improvement constructed within a Unit may not be permanently enclosed or permanently altered for any purpose that would prohibit the parking of at least two (2) operable vehicles therein. All garage doors must be cladded with wood and equipped with a garage door opener. All components of a garage door must be maintained in good, operable condition at all times. Garage doors shall not be left open and unattended when not in use.

11.11. Landscaping. No Person may install new landscaping which is visible from adjacent Units or General Common Elements without the prior written authorization of the ACC. All homes must have landscaping and irrigation installed prior to being occupied, and all

landscape plans shall be approved in advance and in writing by the ACC. Further landscaping requirements are as follows:

(i) Each Owner shall have a duty to replace and revegetate grass, plants, shrubs, flowers, trees and other landscaping surrounding the Owner's Unit when such landscaping becomes unsightly as determined in the sole discretion of the ACC;

(ii) An Owner may replace existing and/or previously approved landscaping elements with like or similar plantings in a similar growth pattern without prior approval by the ACC, provided, however, that the ACC may require an Owner to make changes to said replacements if the ACC determines such replacements to be substantially different than the prior landscaping elements;

(iii) Each Owner shall keep trees in their Unit free of any parasites, vines or epiphytes. Trees shall be routinely inspected and treated, if necessary, for disease. Dead limbs shall be promptly removed in accordance with best practices (consulting a professional arborist is highly recommended); and

(iv) Each Owner shall maintain the irrigation system installed upon such Owner's Unit in good repair and condition.

11.12. Noise and Odor. A Resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy Residents of neighboring Units. The Rules may limit, discourage, or prohibit noise producing activities and items in the Units and on the Common Elements.

11.13. Residential Use. The use of a Unit is limited exclusively to single-family residential purposes and only one single-family residence may be constructed within each Unit. This residential restriction does not, however, prohibit a Resident from using the Unit for personal business or professional pursuits provided that: (i) the uses are incidental to the use of the Unit as a residential dwelling; (ii) the uses conform to Applicable Law; (iii) there is no external evidence of the business or professional use; (iv) the business or professional use does not entail visits to the Unit by employees of the business or profession or the general public; and (v) the business or professional use does not interfere with Residents' use and enjoyment of their Units. No portion of a garage serving a Unit may be occupied as a residence at any time by any Person.

11.14. Signs. No sign of any kind, including signs advertising Units for sale, for rent or for lease, may be erected, placed, or permitted to remain on the Property unless written approval has been obtained in advance from the ACC. The ACC may adopt sign guidelines associated with the erection and display of certain signs which guidelines may govern the location, nature, dimensions, number, and time period a sign may remain on the Property or a Unit. As used in

this *Section 11.14*, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The ACC may cause the immediate removal of any sign or object which has not been approved in advance by the ACC.

Notwithstanding the foregoing, candidate or measure signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or measure item. In addition, signs which include any of the components or characteristics described in Section 259.002(d) of the Texas Election Code are prohibited.

11.15. Antennas. Except as expressly provided below, no exterior radio, television or communications antenna or aerial or satellite dish or disc, nor any solar energy system (collectively, an "**Antenna/Dish**"), shall be erected, maintained, or placed on a Unit without the prior written approval of the ACC:

11.15.1. Dishes Over One Meter Prohibited. Unless otherwise approved by the ACC, an Antenna/Dish which is over one meter in diameter is prohibited within the Regime.

11.15.2. Notification. An Owner or Resident who wishes to install an Antenna/Dish one meter or less in diameter (a "**Permitted Antenna**") must submit a written notice to the ACC, which notice must include the Owner or Resident's installation plans for the satellite dish.

11.15.3. One Dish Limitation. Unless otherwise approved by the ACC, only one Permitted Antenna per Unit is permitted. In the event an acceptable quality signal for video programming or wireless communications cannot be received from one satellite dish, the Owner must provide written notification to the ACC. Upon notification, the Owner will be permitted to install an additional Permitted Antenna if a single Permitted Antenna is not sufficient for the reception of an acceptable quality signal and the use of an additional Permitted Antenna results in the reception of an acceptable quality signal.

11.15.4. Permitted Installation Locations – Generally. An Owner or Resident may erect a Permitted Antenna (after written notification has been provided to the ACC) **if** the Owner or Resident has an exclusive use area in which to install the antenna. An "exclusive use area" is an area in which only the Owner or Resident may enter and use to the exclusion of all other Owners and Residents. Unless otherwise approved by the ACC, the Permitted Antenna must be entirely within the exclusive use area of the Owner's Unit.

A Permitted Antenna or the use of a Permitted Antenna may not interfere with satellite or broadcast reception to other Units or the Common Elements, or otherwise be a nuisance to Residents of other Units or to the Association. A Permitted Antenna exists at

the sole risk of the Owner and/or Resident of the Unit. The Association does not insure the Permitted Antenna and is not liable to the Owner or any other person for any loss or damage to the Permitted Antenna from any cause. The Owner will defend and indemnify the ACC and the Association, its directors, officers, and Members, individually and collectively, against losses due to any and all claims for damages or lawsuits, by anyone, arising from his Permitted Antenna. The ACC may, from time to time, modify, amend, or supplement the rules regarding installation and placement of a Permitted Antenna.

11.15.5. Preferred Installation Locations. A Permitted Antenna may be installed in a location within the Unit from which an acceptable quality signal can be obtained and where least visible from the street and the Regime, other than the Unit. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the ACC are as follows:

(i) Attached to the back of the residence constructed within the Unit, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Units and the street; then

(ii) Attached to the side of the residence constructed within the Unit, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Units and the street.

11.16. Xeriscaping. An Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the ACC. All Owners implementing Xeriscaping shall comply with the following:

11.16.1. Application. Approval by the ACC is required prior to installing Xeriscaping. To obtain the approval of the ACC for Xeriscaping, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Unit; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The ACC is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

11.16.2. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the ACC. For purposes of this Section, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's plan may be denied if the ACC determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or b) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Unit.

(ii) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over twenty percent (20%) of such Owner's front yard or twenty percent (20%) of such Owner's back yard.

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Units, as reasonably determined by the ACC.

11.16.3. Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Section when considering any such request.

11.16.4. Approval. Each Owner is advised that if the Xeriscaping Application is approved by the ACC, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the ACC may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

11.17. Vehicles; Guest Parking. All vehicles on the Property, whether owned or operated by the Residents or their families and guests, are subject to this *Section 11.17* and any Rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The Board may prohibit any vehicle from which the Board deems to be a nuisance, unsightly, or inappropriate. The Board may prohibit sales, storage, repairs, or restorations of vehicles on the Property. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. No vehicle may park on any street or other area designated as a fire lane. The Association may affect the removal of any vehicle in violation of this *Section 11.17* or the Rules without liability to the owner or operator of the vehicle. No vehicle may be repaired in the driveway serving a Unit, or upon any of the Common Elements, except for emergency repairs required to move a vehicle into a garage or to a mechanic. Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas flowerbeds, pedestrian bridge, or sidewalks is prohibited. Owners and occupants shall park vehicles in their respective garages or on their driveways. No Unit Owner or occupant shall park, store, operate or maintain upon the Property any commercial-type vehicle, trucks with a load capacity of one (1) ton or more, vans with commercial markings or decals advertising services or a business, motorcycle, motorbike, motor scooter, recreational vehicle (e.g. camper unit, motor home, trailer, boat, mobile home, golf cart), or other similar vehicle unless same is kept solely within such Owner's garage. Bicycles and similar items may not be stored outside a dwelling or on balconies or patios. No vehicles may be parked or unattended in such a manner as to impair the passage of other vehicles on the private roadway serving the Property. No vehicle, defined below, shall be parked in the street or along the curb for a period of time in excess of twelve (12) hours in any 24 hour time period. For purposes of this section, the term "vehicle" refers collectively to all vehicles owned, leased, or otherwise possessed by the Owner of a Unit or other resident of that Unit, and to guests visiting that Unit. Bicycles must be stored inside the dwelling or garage. The Board may accommodate special requests for handicap parking, and shall comply with such requests in accordance with, and to the extent required by, Applicable Law. Handicap parking signs must be honored. The Board may adopt parking regulations and restrictions to resolve unanticipated parking problems, provided they are not in conflict with the Declaration.

11.18. Decorations and Lighting. No decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a Unit which is visible from any street or General Common Element, unless such specific items have been approved in writing by the ACC. Customary seasonal decorations for holidays are permitted without approval by the ACC but shall be removed within thirty (30) days of the applicable holiday. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Unit and so as not to affect or reflect into surrounding Units.

11.19. Mining and Drilling. Except for the Third Party Oil, Gas and Mineral Interests defined below, no portion of the Property may be used for the purpose of mining, quarrying,

drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the ACC which are required to provide water to all or any portion of the Property. All water wells must also be approved in advance by any applicable regulatory authority. This *Section 11.19* shall not apply to minerals, resources and groundwater, or some portion thereof or some interest therein, that may have been conveyed or reserved by third parties prior to Recording this Declaration (the "**Third Party Oil, Gas and Mineral Interests**"). No representation or warranty, express or implied, is made as to the ownership of the minerals, resources and groundwater or any portion thereof or any interest therein.

11.20. Building Requirements, Generally. Buildings within a Unit shall conform to the following requirements:

(i) All Buildings shall be built with one hundred percent (100%) masonry exteriors. For the purposes of this Section, "masonry" shall mean, stucco or stone. Hardie-plank or such other fiber cement-type siding or exterior cladding shall not be considered masonry.

(ii) All Buildings shall have vinyl or wood windows, with wood windows having aluminum cladding on the exterior.

(iii) The roof of any Building shall be constructed of tile.

(iv) All fences shall be of wrought iron, stucco, or stone, or a combination of these materials.

ARTICLE 12
UNIT LEASING

12.1. Lease Conditions. The leasing of Units is subject to the following conditions: (i) no Unit may be rented for hotel or transient purposes, including but not limited to, motel, tourist home, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental purposes; (ii) no Unit may be rented for a period less than thirty (30) days; (iii) not less than an entire Unit may be leased; (iv) not more than one single family per Unit may be leased; (v) all leases must be in writing and must be made subject to the Documents; (vi) an Owner is responsible for providing the Owner's tenant with copies of the Documents and notifying the

tenant of changes thereto; and (vii) each tenant is subject to and must comply with all provisions of the Documents and Applicable Law.

12.2. Provisions Incorporated By Reference Into Lease. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the tenant, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

12.2.1. Compliance with Documents. The tenant shall comply with all provisions of the Documents and shall control the conduct of all other Residents and guests of the leased Unit, as applicable, in order to ensure such compliance. The Owner shall cause all Residents of the Owner's Unit to comply with the Documents and shall be responsible for all violations by such Residents, notwithstanding the fact that such Residents of the Unit are fully liable and may be sanctioned for any such violation. If the tenant or Resident violates the Documents or a Rule for which a fine is imposed, notice of the violation shall be given to the Owner and the Resident, and such fine may be assessed against the Owner or the Resident. Unpaid fines shall constitute a lien against the Unit.

12.2.2. Assignment of Rents. If the Owner fails to pay any Assessment or any other charge against the Unit for a period of more than thirty (30) days after it is due and payable, then the Owner hereby consents to the assignment of any rent received from the tenant during the period of delinquency, and, upon request by the Board, the tenant shall pay directly to the Association all unpaid Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by tenant. The tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by tenant shall reduce, by the same amount, tenant's obligation to make monthly rental payments to the Owner.

12.2.3. Violation Constitutes Default. Failure by the tenant or the tenant's guests to comply with the Documents or Applicable Law is deemed to be a default under the lease. When the Association notifies an Owner of such violation, the Owner will promptly obtain compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or Applicable Law for the default, including eviction of the tenant.

12.2.4. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the Association, each Owner appoints the Association as the Owner's attorney-in-fact, with full authority to act in the Owner's place in all respects, for the purpose of enforcing the

Documents against the Owner's tenants, including but not limited to the authority to institute forcible detainer proceedings, provided the Association gives the Owner at least 10 days' notice, by certified mail, of its intent to so enforce the Documents.

12.2.5. Association Not Liable for Damages. The Owner of a leased Unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against the Owner's tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner's tenant.

ARTICLE 13
ASSOCIATION OPERATIONS

13.1. Board. Unless the Documents expressly reserve a right, action, or decision to the Owners, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Documents to the "Association" may be construed to mean "the Association acting through a Majority of the Board."

13.2. Association. The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a condominium association and a nonprofit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members and the Regime, subject only to the limitations on the exercise of such powers as stated in the Documents. The Association comes into existence on issuance of its corporate charter. The Association will continue to exist as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time.

13.3. Name. A name is not the defining feature of the Association. Although the initial name of the Association is Beverly Ridge Homeowners Association, Inc., the Association may operate under any name that is approved by the Board and: (i) filed with the Travis County Clerk as an assumed name; or (ii) filed with the Secretary of State of Texas as the name of the filing entity. The Association may also change its name by amending the Documents, except in the event the corporate charter has been revoked and the name, "Beverly Ridge Homeowners Association, Inc." is no longer available. In such event, the Board will cause a notice to be Recorded stating the current name of the Association. Another legal entity with the same name as the Association, or with a name based on the name of the Property, is not the Association, which derives its authority from this Declaration.

13.4. Duration. The Association comes into existence on the earlier to occur of the following two events: (i) the date on which the Certificate is filed with the Secretary of State of Texas, or (ii) the date on which a Unit deed is Recorded, evidencing diversity of ownership in the Property.

13.5. Governance. The Association will be governed by a Board elected by the Members. Unless the Bylaws or Certificate provide otherwise, the Board will consist of at least three (3) Persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. The Association will be administered in accordance with the Documents and Applicable Law. Unless the Documents provide otherwise, any action requiring approval of the Members may be approved in writing by Owners representing at least a Majority of the total number of votes in the Association, or at a meeting by Owners' representing at least a Majority of the total number of votes in the Association.

13.6. Merger. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by Owners holding at least one hundred percent (100%) of the total number of votes in the Association. On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of Applicable Law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration.

13.7. Membership. Each Owner is a Member of the Association, ownership of a Unit being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Unit. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at a meeting of the Association. If a Unit is owned by more than one Person, each co-owner is a Member of the Association and may exercise the membership rights appurtenant to the Unit.

13.8. Manager. The Board may delegate the performance of certain functions to one or more managers or managing agents of the Association. To assist the Board in determining whether to delegate a function, a Guide to Association's Major Management & Governance Functions is attached to this Declaration as Attachment 5. The Guide lists several of the major management and governance functions of a typical residential development with a mandatory owners association. The Guide, however, may not be construed to create legal duties for the Association and its board members, officers, employees, and agents. Rather, the Guide is intended as a tool or an initial checklist for the Board to use periodically when considering a delegation of its functions. As a list of functions that owners associations commonly delegate to a manager, the Guide should not be considered as a complete list of the Board's duties, responsibilities, or functions. Notwithstanding any delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

13.9. Books and Records. The Association will maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association

will be made available for inspection and copying pursuant to the requirements of Applicable Law.

13.10. Indemnification. The Association indemnifies every officer, director, and committee member (for purposes of this *Section 13.10*, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with any threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a Common Expense, the Association shall maintain general liability and directors' and officers' liability insurance to fund this obligation.

13.11. Obligations of Owners. Without limiting the obligations of Owners under the Documents, each Owner has the following obligations:

13.11.1. Information. Within thirty (30) days after acquiring an interest in a Unit, within thirty (30) days after the Owner has notice of a change in any information required by this Subsection, and on request by the Association from time to time, an Owner will provide the Association with the following information: (i) a copy of the Recorded deed by which Owner has acquired title to the Unit; (ii) the Owner's address and phone number; (iii) any Mortgagee's name; (iv) the name and phone number of any Resident other than the Owner; and (v) the name, address, and phone number of Owner's managing agent, if any.

13.11.2. Pay Assessments. Each Owner will pay Assessments properly levied by the Association against the Owner or such Owner's Unit and will pay Regular Assessments without demand by the Association.

13.11.3. Compliance with Documents. Each Owner will comply with the Documents as amended from time to time.

13.11.4. Reimburse for Damages. Each Owner will pay for damage to the Property caused by the negligence or willful misconduct of the Owner, a Resident of the Owner's Unit, or the Owner or Resident's family, guests, employees, contractors, agents, or invitees.

13.11.5. Liability for Violations. Each Owner is liable to the Association for violations of the Documents by the Owner, a Resident of the Owner's Unit, or the Owner or Resident's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

13.12. Unit Resales. This *Section 13.12* applies to every sale or conveyance of a Unit or an interest in a Unit by an Owner:

13.12.1. Resale Certificate. An Owner intending to sell his Unit will notify the Association and will request a condominium resale certificate from the Association.

13.12.2. No Right of First Refusal. The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Unit to the Association.

13.12.3. Other Transfer-Related Fees. A number of independent fees may be charged in relation to the transfer of title to a Unit, including but not limited to, fees for resale certificates, estoppel certificates, copies of Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against Regular or Special Assessments. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees are not subject to the Association's assessment lien, and are not payable by the Association. This *Section 13.12.3* does not obligate the Board to levy transfer-related fees.

13.12.4. Exclusions. The requirements of *Section 13.12* do not apply to the following transfers: (i) foreclosure of a mortgagee's deed of trust lien, a tax lien, or the Association's assessment lien; (ii) conveyance by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure; transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more Co-Owners, or to the Owner's spouse, child, or parent; a transfer by a fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust; a conveyance pursuant to a court's order, including a transfer by a bankruptcy trustee; or (iv) a disposition by a government or governmental agency.

ARTICLE 14
ENFORCING THE DOCUMENTS

14.1. Notice And Hearing. Before levying a fine for violation of the Documents (other than nonpayment of Assessments), the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by Applicable Law. The Association's written notice must contain a description of the violation or property damage; the amount of the proposed fine or damage charge; a statement that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board to contest the fine or charge; and a stated date by which the Owner may cure the violation to avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months. The Association may also give a copy of the notice to the Resident of the Unit. Pending the hearing, the Association may continue to exercise all rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person, or may be represented by another person or written communication. The Board may adopt additional

or alternative procedures and requirements for notices and hearings, provided they are consistent with Applicable Law.

14.2. Remedies. The remedies provided in this *Article 14* for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by Applicable Law, the Association has the following rights to enforce the Documents:

14.2.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by Applicable Law against a nuisance, either public or private, is applicable against the violation.

14.2.2. Fine. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and the Owner's Unit if the Owner or Resident, or the Owner or Resident's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Owner's obligations under the Documents.

14.2.3. Suspension. The Association may suspend the right of Owners and Residents to use Common Elements (except rights of ingress and egress) for any period during which the Owner or Resident, or the Owner or Resident's family, guests, employees, agents, or contractors violate the Documents. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Documents.

14.2.4. Self-Help. The Association has the right to enter a Common Element or Unit to abate or remove, using force as may reasonably be necessary, any Improvement, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the Association is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Unit and Owner as an Individual Assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner fifteen (15) days' notice of its intent to exercise self-help. Notwithstanding the foregoing, the Association may not alter or demolish any Improvement within a Unit without judicial proceedings.

14.2.5. Suit. Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

14.3. Board Discretion. The Board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the

particular circumstances: (i) the Association's position is not sufficiently strong to justify taking any or further action; (ii) the provision being enforced is or may be construed as inconsistent with Applicable Law; (iii) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable Person or to justify expending the Association's resources; or (iv) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

14.4. No Waiver. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter.

14.5. Recovery of Costs. The costs of curing or abating a violation are the expense of the Owner or other Person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

ARTICLE 15
INSURANCE

15.1. General Provisions. The broad purpose of this *Article 15* is to require that the Property be insured with the types and amounts of coverage that are customary for similar types of properties and that are acceptable to mortgage lenders, guarantors, or insurers that finance the purchase or improvement of Units. The Board will make every reasonable effort to comply with the requirements of this *Article 15*. A reasonable effort, without limitation, shall be construed to include considering the impact of any decision on insurability and/or the increase of the rates of insurance. If the Board, after due consideration believes that a proposed decision is advisable not withstanding its potential effect on insurability or the cost of insurance, the members should be notified and given an opportunity to comment.

15.1.1. Unavailability. The Association, and its directors, officers, and managers, will not be liable for failure to obtain any coverage required by this *Article 15* or for any loss or damage resulting from such failure if the failure is due to the unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

15.1.2. No Coverage. Even if the Association and the Owner have adequate amounts of recommended and required coverages, the Property may experience a loss that is not covered by insurance. In that event, the Association is responsible for restoring the

Common Elements as a Common Expense, and the Owner is responsible for restoring such Owner's Unit at Owner's sole expense. This provision does not apply to the deductible portion of a policy.

15.1.3. Requirements. The cost of insurance coverages and bonds maintained by the Association is a Common Expense. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. The Association's policies should contain the standard mortgage clause naming either the Mortgagee or its servicer followed by "its successors and assigns." The loss payee clause should show the Association as trustee for each Owner and Mortgagee. Policies of property and general liability insurance maintained by the Association must provide that the insurer waives its rights to subrogation under the policy against an Owner. The Association's insurance policies will not be prejudiced by the act or omission of any Owner or Resident who is not under the Association's control.

15.1.4. Association as Trustee. Each Owner irrevocably appoints the Association, acting through its Board, as the Owner's trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association.

15.1.5. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured. The Board will give to Mortgagees and Owners, and the insurer will give Mortgagees, prior notices of cancellation, termination, expiration, or material modification.

15.1.6. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by this Declaration or an Underwriting Lender. In the event of an insured loss, the deductible is treated as a Common Expense of the Association in the same manner as the insurance premium. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of an Owner or Resident or their invitee, then the Board may levy an Individual Assessment against the Owner and the Owner's Unit for the amount of the deductible that is attributable to the act or omission, provided the Owner is given notice and an opportunity to be heard in accordance with *Section 14.1* of this Declaration.

15.2. Property Insurance. The Association will obtain blanket all-risk insurance, if reasonably available, for all Common Elements insurable by the Association. If blanket all-risk insurance is not reasonably available, then at a minimum, the Association will obtain an insurance policy providing fire and extended coverage. This insurance must be in an amount sufficient to

cover 100 percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

15.2.1. Common Property Insured. If insurable, the Association will insure: (i) General Common Elements; (ii) Limited Common Elements assigned to more than one (1) Unit; and (iii) property owned by the Association including, if any, records, furniture, fixtures, equipment, and supplies.

15.2.2. Units Not Insured by Association. In no event will the Association maintain property insurance on the Units. Accordingly, each Owner of a Unit will be obligated to maintain property insurance on such Owner's Unit and any Limited Common Elements assigned exclusively to such Owner's Unit, including any betterments and Improvements constructed within or exclusively serving such Unit, in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. In addition, the Association does not insure an Owner or Resident's personal property. THE ASSOCIATION STRONGLY RECOMMENDS THAT EACH OWNER AND RESIDENT PURCHASE AND MAINTAIN INSURANCE ON SUCH OWNER'S OR RESIDENT'S PERSONAL BELONGINGS.

15.3. Liability Insurance. The Association will maintain a commercial general liability insurance policy over the Common Elements – expressly excluding the liability of each Owner and Resident within their Unit – for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners.

15.4. Worker's Compensation. The Association may maintain worker's compensation insurance if and to the extent necessary to meet the requirements of Applicable Law or if the Board so chooses.

15.5. Fidelity Coverage. The Association may maintain blanket fidelity coverage for any Person who handles or is responsible for funds held or administered by the Association, whether or not the Person is paid for his services. The policy should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including reserve funds, that will be in the Association's custody at any time the policy is in force; or (ii) an amount equal to three (3) months of Regular Assessments on all Units. A management agent that handles Association funds should be covered for its own fidelity insurance policy with the same coverages.

15.6. Directors and Officers Liability. The Association shall maintain directors and officers liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the Board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

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

ARTICLE 16
RECONSTRUCTION OR REPAIR AFTER LOSS

16.1. Subject To Act. The Association's response to damage or destruction of the Property will be governed by Section 82.111(i) of the Act. The following provisions apply to the extent the Act is silent.

16.2. Restoration Funds. For purposes of this *Article 16*, "**Restoration Funds**" include insurance proceeds, condemnation awards, Deficiency Assessments, Individual Assessments, and other funds received on account of or arising out of injury or damage to the Common Elements. All funds paid to the Association for purposes of repair or restoration will be deposited in a financial institution in which accounts are insured by a federal agency. Withdrawal of Restoration Funds requires the signatures of at least two (2) Board members.

16.2.1. Sufficient Proceeds. If Restoration Funds obtained from insurance proceeds or condemnation awards are sufficient to repair or restore the damaged or destroyed Common Elements, the Association, as trustee for the Owners, will promptly apply the funds to the repair or restoration.

16.2.2. Insufficient Proceeds. If Restoration Funds are not sufficient to pay the estimated or actual costs of restoration as determined by the Board, the Board may levy a Deficiency Assessment against the Owners to fund the difference.

16.2.3. Surplus Funds. If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, the surplus will be applied as follows: If Deficiency Assessments were a source of Restoration Funds, the surplus will be paid to Owners in proportion to their contributions resulting from the Deficiency Assessment levied against them; provided that no Owner may receive a sum greater than that actually contributed by him, and further provided that any delinquent Assessments owed by the Owner to the Association will first be deducted from the surplus. Any surplus remaining after the disbursement described in the foregoing paragraph will be common funds of the Association to be used as directed by the Board.

16.3. Costs and Plans.

16.3.1. Cost Estimates. Promptly after the loss, the Board will obtain reliable and detailed estimates of the cost of restoring the damaged Common Elements. Costs may include premiums for bonds and fees for the services of professionals, as the Board deems necessary, to assist in estimating and supervising the repair.

16.3.2. Plans and Specifications. Unless otherwise approved by the Board, Common Elements will be repaired and restored substantially as they existed immediately prior to the damage or destruction.

16.4. Owner's Duty to Repair. Within a reasonable period (as determined by the Board) after the date of damage, the Owner will begin repair or reconstruction of the Improvements constructed on the Owner's Unit, subject to the right of the ACC to supervise, approve, or disapprove repair or restoration during the course thereof. Unless otherwise approved by the ACC, the residence must be repaired and restored substantially in accordance with original construction plans and specifications. If, due to shortages in labor, materials, or such other circumstances broadly affecting the market and generally hampering the ability to obtain timely and quality repairs, an Owner may request from the Board an extension to the period of time in which such repairs must be completed, with the approval thereof not to be unreasonably withheld by the Board.

16.5. Owner's Liability For Insurance Deductible. If repair or restoration of Common Elements is required as a result of an insured loss, the Board may levy an Individual Assessment, in the amount of the insurance deductible, against the Owner or Owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

ARTICLE 17
TERMINATION AND CONDEMNATION

17.1. Association As Trustee. Each Owner hereby irrevocably appoints the Association, acting through the Board, as trustee to deal with the Property in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Property. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act, including, without limitation, the right to receive, administer, and distribute funds, awards, and insurance proceeds; to effect the sale of the Property as permitted by this Declaration or by the Act; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner.

17.2. Termination. Termination of the terms of this Declaration and the Regime will be governed by Section 82.068 of the Act and *Section 18.4* below.

17.3. Condemnation. The Association's response to condemnation of any part of the Regime will be governed by Section 82.007 of the Act. On behalf of Owners, but without their consent, the Board may execute and Record an amendment of this Declaration to reallocate the Common Interest Allocation following condemnation and to describe the altered parameters of the Regime. If the Association replaces or restores Common Elements taken by condemnation by obtaining other land or constructing additional Improvements, the Board may, to the extent permitted by Applicable Law, execute and Record an amendment without the prior consent of

Owners to describe the altered parameters of the Regime and any corresponding change of facilities or Improvements.

ARTICLE 18
MORTGAGEE PROTECTION

18.1. Introduction. This Article is supplemental to, not a substitution for, any other provision of the Documents. In case of conflict, this Article controls. A provision of the Documents requiring the approval of a specified percentage of Mortgagees will be based on the number of Units subject to mortgages held by Mortgagees. For example, "51 percent of Mortgagees" means Mortgagees of fifty-one percent (51%) of the Units that are subject to mortgages held by Mortgagees.

18.2. Notice to Mortgagee. As provided in this *Article 18*, the Association is required to provide each Mortgagee with written notice upon the occurrence of certain actions as described in *Section 18.8*, or to obtain the approval of Mortgagees in the event of certain amendments to this Declaration as described in *Section 18.9* or the termination of this Declaration as described in *Section 18.4*. To enable the Association to provide the notices and obtain such approval, each Owner must provide to the Association the complete name and address of such Owner's Mortgagee, including the loan number and such additional information concerning the Owner's Mortgagee as the Association may reasonably require. In the event an Owner fails to provide the Association with the information required by this *Section 18.2* after the expiration of thirty (30) days after the Association's written request, the Owner's failure to provide such information will be considered a violation of the terms and provisions of this Declaration.

18.3. Amendment. This *Article 18* establishes certain standards for the benefit of Underwriting Lenders, and is written to comply with their requirements and guidelines in effect at the time of drafting. If an Underwriting Lender subsequently changes its requirements, the Board, without approval of Owners or Mortgagees, may amend this *Article 18* and other provisions of the Documents, as necessary, to meet the requirements of the Underwriting Lender.

18.4. Termination. Termination of the terms of this Declaration and the condominium status of the Regime will be governed by Section 82.068 of the Act, subject to the following provisions. In the event of condemnation of the entire Regime, an amendment to terminate may be executed by the Board without a vote of Owners or Mortgagees. Any election to terminate this Declaration and the condominium status of the Regime under circumstances other than condemnation of the entire Regime shall require the consent of: (i) Owners representing one hundred percent (100%) of the total votes in the Association; and (ii) sixty-seven percent (67%) of Mortgagees.

18.5. Implied Approval. The approval of a Mortgagee is implied when the Mortgagee fails to respond within sixty (60) days after receiving the Association's written request for

approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

18.6. Other Mortgagee Rights.

18.6.1. Inspection of Books. The Association will maintain current copies of the Documents and the Association's books, records, and financial statements. Mortgagees may inspect the Documents and records, by appointment, during normal business hours.

18.6.2. Financial Statements. A Mortgagee may have an audited statement prepared at its own expense.

18.6.3. Attendance at Meetings. A representative of a Mortgagee may attend and address any meeting which an Owner may attend.

18.6.4. Right of First Refusal. The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Unit to the Association. Any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a Unit does not apply to a lease, sale, or transfer by a Mortgagee, including transfer by deed in lieu of foreclosure or foreclosure of a deed of trust lien.

18.6.5. Management Contract. If professional management of the Association is required by this *Article 18*, the contract for professional management may not require more than ninety (90) days' notice to terminate the contract, nor payment of a termination penalty.

18.7. Insurance Policies. If an Underwriting Lender that holds a mortgage on a Unit or desires to finance a Unit has requirements for insurance of condominiums, the Association must try to obtain and maintain the required coverage, to the extent reasonably available, and must try to comply with any notifications or processes required by the Underwriting Lender. Because underwriting requirements are subject to change, they are not recited here.

18.8. Notice of Actions. The Association will use its best efforts to send timely written notice to Mortgagees of the following actions:

(i) Any condemnation or casualty loss that affects a material portion of the Property or the mortgaged Unit and any eminent domain proceeding affecting the General Common Elements which would result in a loss of more than ten percent (10%) of the estimated operational and reserve expenses as reflected on the then-current annual budget of the Association.

(ii) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of the mortgaged Unit.

(iii) A lapse, cancellation, or material modification of any insurance policy maintained by the Association.

(iv) Any proposed action that requires the consent of a specified percentage of Mortgagees.

(v) Any proposed amendment of a material nature, as provided in this *Article 18*.

(vi) Any proposed termination of the condominium status of the property or dissolution of the Association at least thirty (30) days prior to the proposed termination or dissolution, as applicable.

18.9. Amendments of a Material Nature. A Document amendment of a material nature must be approved by Owners representing at least sixty-seven percent (67%) of the total votes in the Association, and by at least fifty-one percent (51%) of Mortgagees. A change to any of the provisions governing the following would be considered material:

(i) Assessment liens or the priority of assessment liens.

(ii) Property or fidelity insurance requirements.

(iii) Imposition of any restrictions on the leasing of Units.

(iv) Imposition of any restrictions on Owners' right to sell or transfer their Units.

(v) Restoration or repair of the Regime, in a manner other than that specified in the Documents, after hazard damage or partial condemnation.

(vi) Any provision that expressly benefits mortgage holders, insurers, or guarantors.

ARTICLE 19
AMENDMENTS

19.1. Consents Required. As permitted by the Act or by this Declaration, certain amendments to this Declaration may be executed by certain Owners acting alone, or by the Board acting alone. Except as otherwise provided in this Declaration, amendments to this Declaration must be approved by Owners representing at least sixty-seven percent (67%) of the total votes in the Association. Notice of any amendment to the Declaration which must be approved by Owners, including but not limited to the amendment requirement attributable to *Article 20* as set forth in *Section 20.1*, shall be delivered to each Member in accordance with the Bylaws.

In addition, a change to any provision in the Declaration governing the following items must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association:

(i) Merging or consolidating the Association (other than with another non-profit entity formed for purposes similar to the Association pursuant to *Section 13.6*).

(ii) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of Improvements on Units.

(iii) The addition of land to the Declaration if the addition would increase the overall land area then subject to the Declaration by more than ten percent (10%).

(iv) Abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring or relocating the boundaries of Common Elements with the exception of: (i) granting easements over and across the Common Elements otherwise permitted by this Declaration or the Act; (ii) dedicating all or any portion of a Common Element to the extent required by any governing authority or regulatory authority; (iii) adjustments to the boundary line of Common Elements if made in accordance with the provisions of this Declaration; or (iv) transferring Common Elements pursuant to a merger or consolidation with another entity.

(v) Any capital expenditure, other than for the maintenance, operation, repair or replacement of any then existing Improvement, if the capital expenditure exceeds more than twenty percent (20%) of the annual operating budget during any period of twelve (12) consecutive months.

19.2. Amendments Generally. For amendments requiring the consent of Mortgagees, the Association will send each Mortgagee a detailed description, if not the exact wording, of any proposed amendment. Notwithstanding any provisions in this Declaration to the contrary, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) provision of this Declaration that benefits the ACC or the Association; (ii) rights, privileges, easements, protections, or defenses of the ACC or the Association; or (iii) rights of the Owners or the Association in relationship to the ACC or the Association without the written consent of the ACC or the Association, as applicable, attached to and Recorded with such amendment.

19.3. Effective. To be effective, an amendment must be in the form of a written instrument: (i) referencing the name of the Regime, the name of the Association, and the Recording data of this Declaration and any amendments hereto; (ii) signed and acknowledged by

an officer of the Association, certifying the requisite approval of Owners and, if required, Mortgagees; and (iii) Recorded.

19.4. **Amendments Affecting Value**. Notwithstanding any other provision, no amendment may be made which would cause a decrease in the value of any Unit as a direct result of adopting such proposed amendment, without the consent of the Owner of the affected Unit, provided, however, that such Owner provides written notice to the Board of their objection pursuant to this *Section 19.4*. If an Owner objects to any proposed amendment on the basis of this provision, such Owner shall notify the Association, and the Association shall obtain a written independent third-party report for the Unit (the "**Unit Appraisal Report**") from a professional appraiser licensed by the Texas Appraiser Licensing & Certification Board, with an office located in Travis County, Texas (the "**Appraiser**"). The cost of obtaining the Unit Appraisal Report shall be borne solely by the objecting Owner. The Association shall solicit a proposal from an Appraiser which estimates the cost of the Unit Appraisal Report and provide such proposal to the objecting Owner. If, within ten (10) days of receipt of the Appraiser's proposal, the objecting Owner does not remit payment of the cost described therein to the Association (which payment shall be used to pay for the Appraiser's services) such Owner's right to object to the proposed amendment pursuant to this *Section 19.4* shall be null and void, provided, however, that such Owner retains the right to vote against such proposed amendment as a Member of the Association. If the actual cost of producing the Unit Appraisal Report is less than the estimate provide in the proposal, the Association shall refund the difference to the objecting Owner. In the event the Association solicits proposals from at least three (3) Appraisers, and each Appraiser refuses or is unable to offer their services, the objecting Owner's right to object to the proposed amendment pursuant to this *Section 19.4* shall be null and void, provided, however, that such Owner retains the right to vote against such proposed amendment as a Member of the Association.

19.4.1. Unit Appraisal Report Requirements. The Unit Appraisal Report must include: (i) a current appraisal of the Owner's Unit; (ii) an estimated appraisal of the Owner's Unit if the proposed amendment is adopted; and (iii) specific and detailed reasoning for why there is a change, if any, in the estimated value of the Owner's Unit based upon, and as a direct result of, the proposed amendment. A decrease in the value of a Unit due to general market trends shall not be sufficient to object to a proposed amendment. The Unit Appraisal Report must be obtained by the Association. For avoidance of doubt, an "independent" report means that the Association has independently contracted with the Appraiser on an arms-length basis based on customary terms for the preparation of real estate appraisals and that the Association will directly pay for the report at the time the Unit Appraisal Report is finalized and delivered to the Association. The objecting Owner shall cooperate in good faith with the Appraiser and make all reasonable accommodations to provide access to their Unit by the Appraiser, if required by the Appraiser. If, in the opinion of the Appraiser, the value of the Unit would be unaffected by the amendment or if the Unit Appraisal Report is inconclusive, the objecting Owner shall not be entitled to consent to the proposed amendment as a condition of such amendment's adoption, and the proposed amendment may be adopted

in accordance with this Declaration. No Owner shall be entitled to a refund of the cost of the Unit Appraisal Report. The opinion expressed in the Unit Appraisal Report shall be final and binding. This *Section 19.4* shall not apply to any amendment required in order to comply with Applicable Law.

ARTICLE 20
DISPUTE RESOLUTION

20.1. Agreement to Encourage Resolution of Disputes Without Litigation.

20.1.1. Bound Parties. The Association and its officers, directors, and committee members, Owners and all other parties subject to this Declaration ("**Bound Party**", or collectively, the "**Bound Parties**"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in *Section 20.1.2* unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in *Section 20.3* in a good faith effort to resolve such Claim.

20.1.2. Claim(s). As used in this Article, the term "**Claim**" or "**Claims**" will refer to any claim, grievance or dispute arising out of or relating to the rights and/or duties of the Association or an Owner under the Documents, subject to the exceptions below.

20.1.3. Not Considered Claims. The following will not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in *Section 20.3*:

(i) Any legal proceeding by the Association to collect assessments or other amounts due from any Owner;

(ii) Any legal proceeding by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Documents;

(iii) Any legal proceeding which does not include the Association as a party, if such action asserts a Claim which would constitute a cause of action independent of the Documents; and

(iv) Any action by the Association to enforce the Documents.

20.2. Claims Regarding Common Elements.

(a) Claim by the Association – Common Elements. The Association, before filing suit or initiating an arbitration proceeding to resolve a claim pertaining to the Common Elements, must comply with the requirements set forth in Chapter 82 of the Texas Property Code. In addition to any statutorily-mandated steps or procedures, including the preparation and delivery of required notices, the following rules shall also apply to any Claim:

(i) Notice. The Bound Party asserting a Claim ("**Claimant**") against another Bound Party ("**Respondent**") must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (A) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (B) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (C) what Claimant wants Respondent to do or not do to resolve the Claim; and (D) that the Notice is given pursuant to this Section. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 20.2(b)* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 20.3 (c)*, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. *Section 20.3(c)* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in *Section 20.3(c)* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 20.3(c)* is required without regard to the monetary amount of the Claim.

(b) Negotiation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all

or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

(c) Mediation. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this *Section 20.2 (c)*.

(d) Termination Of Mediation. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Article.

20.3. Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 20.3*.

(a) Governing Rules. If a Claim has not been resolved after Mediation as required by *Section 20.2(c)*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 20.3* and the rules and procedures of the American Arbitration Association ("**AAA**") or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Travis County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA's applicable procedures, if any, pertaining to the subject matter of the disagreement, and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those

rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this Section, this Section will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by an arbitrator mutuality acceptable to Respondent and Claimant. If Respondent and Claimant are not able to agree on an arbitrator on or before ten (10) days after Claimant has initiated binding arbitration in accordance with this *Section 20.3*, both Claimant and Respondent shall utilize an arbitrator selected by AAA.

(b) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this Section will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(c) Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 20.3*.

(d) Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief, including such ancillary relief as is necessary to make effective the award, that the arbitrator deems just and equitable and within the scope of this *Article 20*; subject to the following express limitations on the arbitrator's authority; (i) attorney's fees and costs may not be awarded by the arbitrator to either Claimant or Respondent. **THIS LIMITATION IS EXPRESSLY INTENDED BY THE PARTIES TO BE A LIMITATION ON THE JURISDICTION OF THE ARBITRATOR TO CONSIDER AN AWARD OF FEES AND COSTS IN ANY ARBITRATION PROCEEDING UNDER THIS ARTICLE**; (ii) for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code, and in no event shall the arbitrator award attorney's fees and/or costs to either Claimant or Respondent. **THIS LIMITATION IS EXPRESSLY**

INTENDED BY THE PARTIES TO BE A LIMITATION ON THE JURISDICTION OF THE ARBITRATOR TO CONSIDER AN AWARD OF DAMAGES WHICH EXCEED THE DAMAGES A CLAIMANT WOULD BE ENTITLED TO UNDER CHAPTER 27 OF THE TEXAS PROPERTY CODE, OR AN AWARD OF FEES AND COSTS IN ANY ARBITRATION PROCEEDING UNDER THIS ARTICLE; and (iii) in no event may an arbitrator award speculative, consequential, or punitive damages for any Claim. **THIS LIMITATION IS EXPRESSLY INTENDED BY THE PARTIES TO BE A LIMITATION ON THE JURISDICTION OF THE ARBITRATOR TO CONSIDER AN AWARD OF SPECULATIVE, SPECIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES IN ANY ARBITRATION PROCEEDING UNDER THIS ARTICLE.** The arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law.

(e) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Travis County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and applicable law. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

20.4. Allocation Of Costs. Except as provided in *Section 4.2* of this Declaration, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees, and Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

20.5. General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

20.6. Period of Limitation. The exclusive period of limitation for any of the Parties to bring any Claim shall be four (4) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim.

20.7. Approval & Settlement. The Association must levy a Special Assessment to fund the estimated costs of arbitration, including estimated attorney's fees, conducted pursuant to this *Article 13* or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

ARTICLE 21
GENERAL PROVISIONS

21.1. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either by **electronic mail**, personally or by mail. Such notice shall be deemed delivered at the time of personal or **electronic delivery**, and if delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such Person to the Association.

21.2. Compliance. The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and Applicable Law.

21.3. Higher Authority. The Documents are subordinate to Applicable Law. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with Applicable Law.

21.4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Regime and of promoting and effectuating the fundamental concepts of the Regime set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

21.5. Duration. Unless terminated or amended by Owners as permitted herein, the provisions of this Declaration run with and bind the Regime, and will remain in effect perpetually to the extent permitted by Applicable Law.

21.6. Captions. In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

21.7. Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not

affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof. Throughout this Declaration there appears text enclosed by a box. This text is used to aid in the reader's comprehension of certain provisions of this Declaration. In the event of a conflict between the text enclosed by a box and any provision of this Declaration, the provision of the Declaration will control.

21.8. Appendix/ Attachments. The following appendixes and exhibits are attached to this Declaration and are incorporated herein by reference:

Exhibit "A"	Property
Attachment 1	Plat and Plans
Attachment 2	Encumbrances
Attachment 3	Maintenance Responsibility Chart
Attachment 4	Guide to Association's Examination of Common Elements
Attachment 5	Guide to Association's Major Management and Governance Functions

[*SIGNATURE PAGES FOLLOW*]

OWNER OF UNIT 1:

GARY E. STARZMANN

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10th day of NOVEMBER, 2023, by GARY E. STARZMANN, an individual.

(SEAL)

FERNANDO JESUS LANDEO
Notary ID #128361609
My Commission Expires
June 1, 2025

Notary Public Signature

LESLIE A. STARZMANN

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10th day of NOVEMBER, 2023, by LESLIE A. STARZMANN, an individual.

(SEAL)

FERNANDO JESUS LANDEO
Notary ID #128361609
My Commission Expires
June 1, 2025

Notary Public Signature

OWNER OF UNIT 2:

FENG HUO

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 13 day of November, 2023, by FENG HUO, an individual.

(SEAL)

Notary Public Signature

MARTIN ZARAGOZA
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-14-27
Notary ID # 13445587-3

YU ZHENG

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 13 day of November, 2023 by YU ZHENG, an individual.

(SEAL)

Notary Public Signature

MARTIN ZARAGOZA
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-14-27
Notary ID # 13445587-3

OWNER OF UNIT 3:

VANWAY SANDRA CPA PLLC,
a Texas limited liability company

By: Sandra Van CPA PLLC
Printed Name: Sandra Vanway
Title: Trustee

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 8th day of November, 2023, by Sandra Starnes, the trustee of VANWAY SANDRA CPA PLLC, a Texas limited liability company, on behalf of said company.

(SEAL)

Sharon Kerby
Notary Public Signature

SHARON KERBY
Notary ID #133666068
My Commission Expires
April 7, 2026

OWNER OF UNIT 4:

Myrtie G Ward

MYRTIE GAIL WARD

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 13 day of November, 2023, by MYRTIE GAIL WARD, an individual.

(SEAL)

Martin Zaragoza
Notary Public Signature

MARTIN ZARAGOZA
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-14-27
Notary ID # 13445587-3

DAVID HIBBARD

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 13 day of November, 2023, by DAVID HIBBARD, an individual.

(SEAL)

Martin Zaragoza
Notary Public Signature

MARTIN ZARAGOZA
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-14-27
Notary ID # 13445587-3

OWNER OF UNIT 5:

BRANDON S. CARTER

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 11 day of Nov, 2023 by BRANDON S. CARTER, an individual.

(SEAL)

Notary Public Signature

NABIN NARAL
Notary Public, State of Texas
Comm. Expires 01-13-2026
Notary ID 133532159

MEGAN L. CARTER

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 11 day of Nov, 2023 by MEGAN L. CARTER, an individual.

(SEAL)

Notary Public Signature

NABIN NARAL
Notary Public, State of Texas
Comm. Expires 01-13-2026
Notary ID 133532159

OWNER OF UNIT 6:

THE EUROPEAN EXIT TRUST, dated July 6, 2022

Ronald Thomas Turner, Trustee

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 7th day of November, 2023, by RONALD THOMAS TURNER, Trustee of THE EUROPEAN EXIT TRUST, dated July 6, 2022, on behalf of said trust.

(SEAL)

MEGHANN TURNER
Notary Public, State of Texas
Comm. Expires 06-23-2025
Notary ID 13317149-5

Notary Public Signature

Mary Catherine Turner, Trustee

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 7th day of November, 2023, by MARY CATHERINE TURNER, Trustee of THE EUROPEAN EXIT TRUST, dated July 6, 2022, on behalf of said trust.

(SEAL)

MEGHANN TURNER
Notary Public, State of Texas
Comm. Expires 06-23-2025
Notary ID 13317149-5

Notary Public Signature

OWNER OF UNIT 7:

Eva M. Wiley
EVA WILEY

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 13th day of November, 2023 by EVA WILEY, an individual.

(SEAL)

Notary Public Signature

MEGHANN TURNER
Notary Public, State of Texas
Comm. Expires 06-23-2025
Notary ID 13317149-5

OWNER OF UNIT 8:

NOBLE MANAGEMENT TRUST, dated September 13, 2023

Michael A. Noble, Co-Trustee

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me this 10th day of November, 2023, by MICHAEL A. NOBLE, Co-Trustee of the NOBLE MANAGEMENT TRUST, dated September 13, 2023, on behalf of said trust.

(SEAL)

C. MOTL
MY COMMISSION EXPIRES
FEBRUARY 5, 2024
NOTARY ID: 3582689

Notary Public Signature

Sandra J. Noble, Co-Trustee

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me this 10th day of November, 2023, by SANDRA J. NOBLE, Co-Trustee of the NOBLE MANAGEMENT TRUST, dated September 13, 2023, on behalf of said trust.

(SEAL)

C. MOTL
MY COMMISSION EXPIRES
FEBRUARY 5, 2024
NOTARY ID: 3582689

Notary Public Signature

OWNER OF UNIT 9:

JAMES M. LUKE

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 10 day of November 2023 by JAMES M. LUKE, an individual.

(SEAL)

IRINA BELOV
Notary ID #128383809
My Commission Expires
September 10, 2026

Notary Public Signature

ELIZABETH ANN LUKE

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 10 day of November 2023 by ELIZABETH ANN LUKE, an individual.

(SEAL)

IRINA BELOV
Notary ID #128383809
My Commission Expires
September 10, 2026

Notary Public Signature

OWNER OF UNIT 10:

TERRY A. KINGSMORE, JR.

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 13th day of November, 2023 by TERRY A. KINGSMORE, JR., an individual.

(SEAL)

MEGHANN TURNER
Notary Public, State of Texas
Comm. Expires 06-23-2025
Notary ID 13317149-5

Notary Public Signature

BRITTA P. KINGSMORE

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 13th day of November, 2023 by BRITTA P. KINGSMORE, an individual.

(SEAL)

MEGHANN TURNER
Notary Public, State of Texas
Comm. Expires 06-23-2025
Notary ID 13317149-5

Notary Public Signature

OWNER OF UNIT 11:

SEAN PHILLIP CHANDLER

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me this 9 day of November, 2023, by SEAN PHILLIP CHANDLER, an individual.

(SEAL)

BRITTANY FRANKE
Notary Public, State of Texas
Comm. Expires 01-18-2026
Notary ID 125969674

Notary Public Signature

MICHELLE RENEE CHANDLER

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me this 9 day of November, 2023, by MICHELLE RENEE CHANDLER, an individual.

(SEAL)

BRITTANY FRANKE
Notary Public, State of Texas
Comm. Expires 01-18-2026
Notary ID 125969674

Notary Public Signature

OWNER OF UNIT 12:

HEIDI CISNEROS

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 14 day of November, 2023, by HEIDI CISNEROS, an individual.

(SEAL)

Notary Public Signature

TYNEIJAH MAHOE
Notary Public, State of Texas
My Comm. Exp. 07-07-2026
ID No. 13384852-2

LEANDRO BENJAMIN CISNEROS

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 14 day of November, 2023, by LEANDRO BENJAMIN CISNEROS, an individual.

(SEAL)

Notary Public Signature

TYNEIJAH MAHOE
Notary Public, State of Texas
My Comm. Exp. 07-07-2026
ID No. 13384852-2

ACKNOWLEDGED AND AGREED:

BEVERLY RIDGE HOMEOWNERS ASSOCIATION, INC.,
A Texas non-profit corporation

By: Heidi
Printed Name: Heidi Gina Cisneros
Title: Board Member

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 14 day of ~~October~~ November Tm, 2023, by HEIDI GINA CISNEROS, as a Board Member of the BEVERLY RIDGE HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

TYNEIJAH MAHOE
Notary Public, State of Texas
My Comm. Exp. 07-07-2026
ID No. 13384852-2

Notary Public Signature

[*BOARD SIGNATURES CONTINUE*]

By: _____
Printed Name: Terry A. Kingsmore, Jr.
Title: Board Member

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 13th day of November, 2023, by TERRY A. KINGSMORE, JR., as a Board Member of the BEVERLY RIDGE HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

MEGHANN TURNER
Notary Public, State of Texas
Comm. Expires 06-23-2025
Notary ID 13317149-5

_____
Notary Public Signature

[BOARD SIGNATURES CONTINUE]

By:_____
Printed Name:Mary Catherine Turner
Title: Board Member

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 13th day of November, 2023, by MARY CATHERINE TURNER, as a Board Member of the BEVERLY RIDGE HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

MEGHANN TURNER
Notary Public, State of Texas
Comm. Expires 06-23-2025
Notary ID 13317149-5

EXHIBIT "A"

PROPERTY

Lot 1, Block A, the Villas at Steiner Ranch, according the map or plat thereof recorded as Document No. 200600193, Official Public Records of Travis County, Texas.

ATTACHMENT 1

CONDOMINIUM PLAT AND PLANS

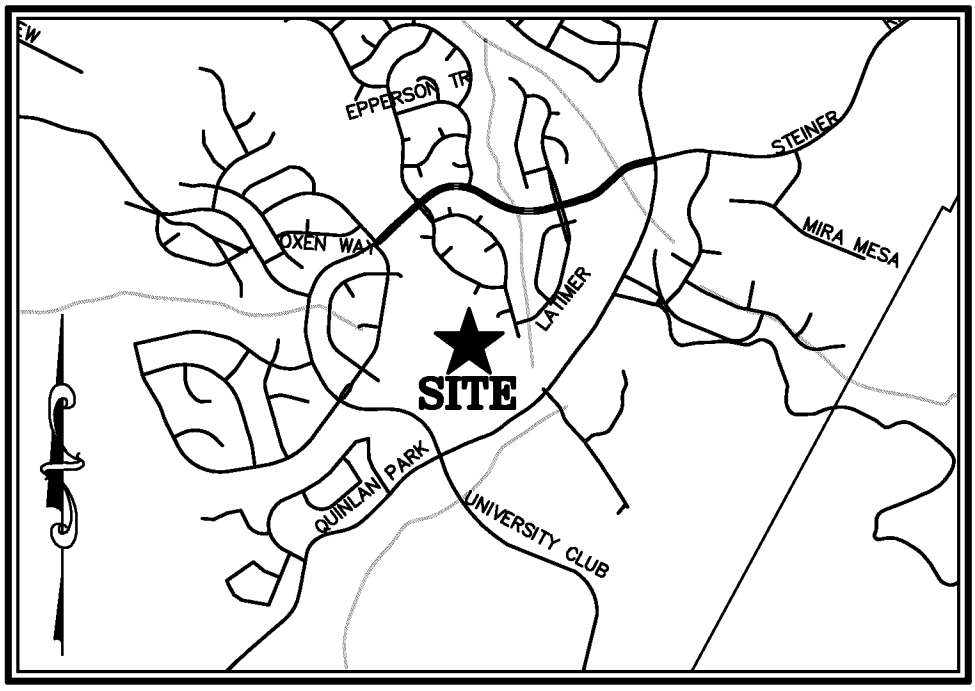
The plat and plans, attached hereto as Attachment 1 contains the information required by the Texas Uniform Condominium Act.

Printed Name: Jason Ward
RPLS or License No. 5811

SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

SHEET INDEX:

1. COVER PAGE/GENERAL NOTES
2. OVERALL BOUNDARY/EASEMENTS
3. CALLOUTS/LEGEND
4. ENCUMBRANCES
5. LINE TABLE
6. CURVE TABLE
7. CURVE TABLE (CONTINUED)
8. OVERALL UNIT LAYOUT
9. UNIT DETAIL SHEET
10. UNIT DETAIL SHEET
11. UNIT DETAIL SHEET



VICINITY MAP

SCALE: 1" = 2000'

CONDOMINIUM NOTES:

1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (I) IN THE DECLARATION OF CONDOMINIUM REGIME FOR BEVERLY RIDGE CONDOMINIUMS (THE "DECLARATION") OR (II) ON THE PLATS AND PLANS OF THE REGIME.

2) OWNERSHIP AND USE OF CONDOMINIUM UNITS IS SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION.

THE ATTACHED CONDOMINIUM PLATS AND PLANS, ATTACHED HERETO CONTAIN ALL INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

JASON WARD, R.P.L.S. — 11/30/2023 DATE
TEXAS REGISTRATION NO. 5811

PROPERTY:

BEING ALL OF LOT 1, BLOCK A THE VILLAS AT STEINER RANCH, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 200600193 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

FLOODPLAIN NOTE:

THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON F.I.R.M. MAP NO. 48453C0410J, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED JANUARY 22, 2020.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000102083135.

SURVEY CONTROL:

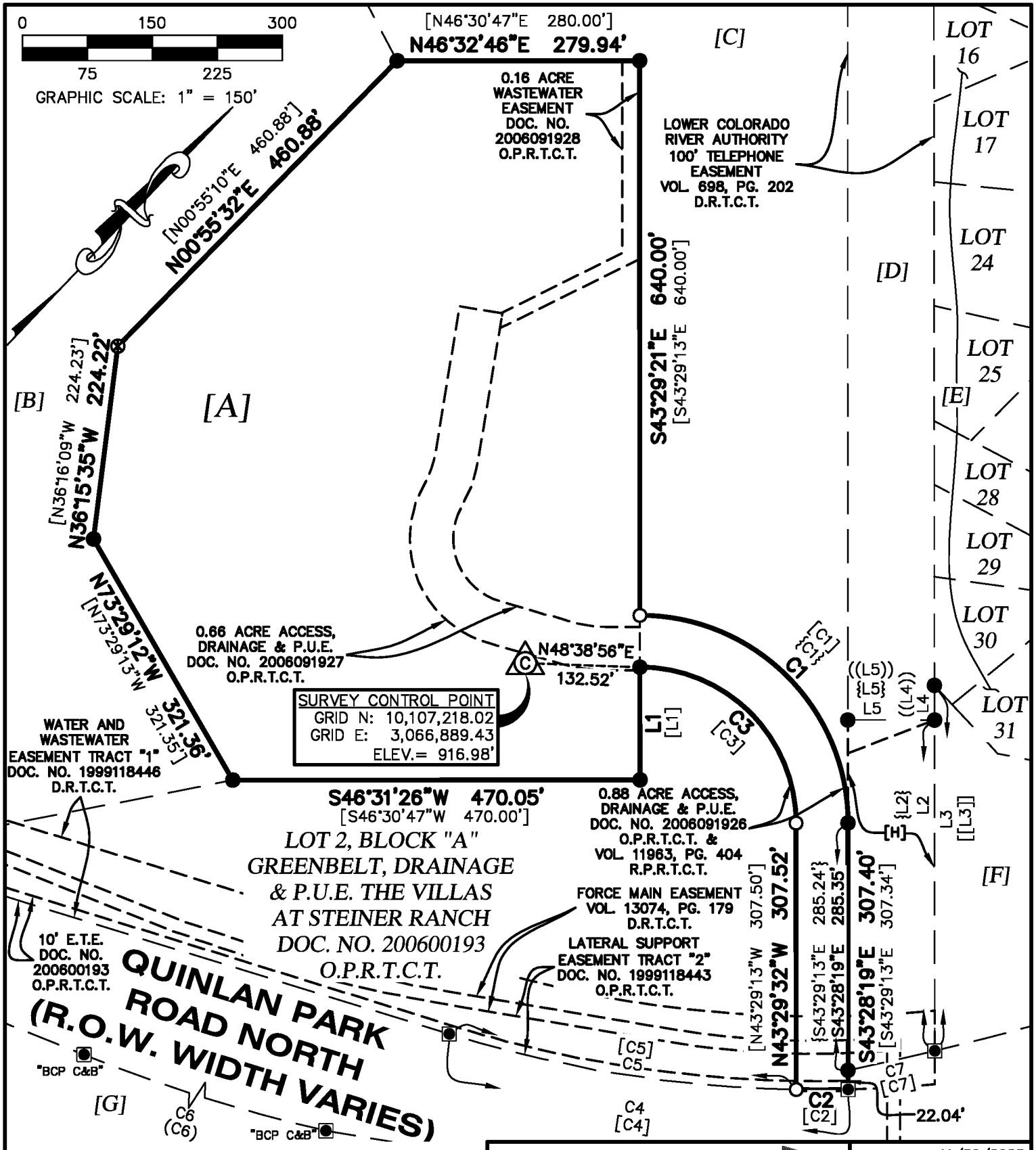
CONTROL FOR THIS SURVEY IS BASED ON A IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL – 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED JUNE 21, 2021.

BEVERLY RIDGE CONDOMINIUMS
City of Austin, Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	11/30/2023
Project:	01247
Scale:	N/A
Reviewer:	PRB
Tech:	JB
Field Crew:	JC/CE
Survey Date:	MAR. 2022
Sheet:	1 OF 11

P:\01247\Dwg\01247.dwg



BEVERLY RIDGE CONDOMINIUMS
City of Austin, Travis County, Texas

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A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	11/30/2023
Project:	01247
Scale:	1" = 150'
Reviewer:	PRB
Tech:	JB
Field Crew:	JC/CE
Survey Date:	MAR. 2022
Sheet:	2 OF 11

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[A]
BEVERLY RIDGE CONDOMINIUMS
DOC. NO. 2008019371
O.P.R.T.C.T.
FORMERLY LOT 1,
BLOCK "A"
THE VILLAS AT STEINER RANCH
DOC. NO. 200600193
O.P.R.T.C.T.

[B]
LOT 35, BLOCK "A"
9.02 ACRES
GREENBELT, DRAINAGE & P.U.E.
STEINER RANCH
PHASE ONE, SECTION 4B
VOL. 98, PG. 29
P.R.T.C.T.

[C]
LOT 33
11.45 ACRES
GREENBELT, DRAINAGE & P.U.E.
STEINER RANCH
PHASE ONE, SECTION 4A
VOL. 96, PG. 247
P.R.T.C.T.

[D]
LOT 37
4.82 ACRES
GREENBELT
STEINER RANCH
PHASE ONE, SECTION 3
VOL. 95, PG. 135
P.R.T.C.T.

[E]
STEINER RANCH
PHASE ONE, SECTION 3
VOL. 95, PG. 135
P.R.T.C.T.

[F]
LOT 20, BLOCK "11"
8.37 ACRES
GREENBELT, DRAINAGE & P.U.E.
RESUBDIVISION OF
STEINER RANCH
PHASE ONE,
SECTION ONE
VOL. 87, PG. 184D-187A
P.R.T.C.T.

[G]
LOT 1, BLOCK "A"
STEINER RANCH
PHASE ONE SECTION 10A
DOC. NO. 200300065
O.P.R.T.C.T.

[H]
LOWER COLORADO RIVER AUTHORITY
100' TELEPHONE EASEMENT
VOL. 698, PG. 238
D.R.T.C.T.

ALL IMPROVEMENTS IN THE PROPERTY OUTSIDE THE UNITS, LIMITED COMMON ELEMENT AND YARD LIMITED COMMON ELEMENT AREAS ARE GENERAL COMMON ELEMENTS

THESE CONDOMINIUM PLAT AND PLANS CONTAIN THE INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT

G.C.E.: GENERAL COMMON ELEMENTS

LEGEND

———	PROPERTY LINE
———	PROPOSED UNIT LINES
— ——— —	EXISTING PROPERTY LINES
– – – – –	EXISTING EASEMENTS
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
◬	MAG WITH "4WARD BOUNDARY" WASHER SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
▣	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
⊛	COTTON SPINDLE FOUND
Ⓒ	SURVEY CONTROL POINT
(WW)	WASTEWATER MANHOLE
P.U.E.	PUBLIC UTILITY EASEMENT
E.T.E.	ELECTRIC AND TELECOMMUNICATIONS EASEMENT
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT–OF–WAY
P.R.T.C.T.	PLAT RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
[.....]	RECORD INFORMATION PER PLAT DOC. NO. 200600193
{.....}	RECORD INFORMATION PER PLAT VOL. 96, PG. 247
(.....)	RECORD INFORMATION PER PLAT DOC. NO. 200300065
((.....))	RECORD INFORMATION PER PLAT VOL. 95, PG. 135
[[.....]]	RECORD INFORMATION PER PLAT VOL. 87, PG. 184D–187A

BEVERLY RIDGE CONDOMINIUMS
City of Austin, Travis County, Texas

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TBPELS FIRM #10174300

Date:	11/30/2023
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Survey Date:	MAR. 2022
Sheet:	3 OF 11

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ENCUMBRANCE NOTE:
COMMITMENT FOR TITLE INSURANCE PREPARED BY: TITLE RESOURCES GUARANTY COMPANY
G.F. NO.: 1924077–BCP
EFFECTIVE DATE: JUNE 10, 2019.
ISSUED: JUNE 21, 2019.

THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:
VOLUME 10920, PAGE 1, VOLUME 11123, PAGE 1017, VOLUME 11674, PAGE 140, VOLUME 13008, PAGE 756, VOLUME 13193, PAGE 108, VOLUME 13036, PAGE 559, VOLUME 13280, PAGE 4822, REAL PROPERTY RECORDS; AND DOCUMENT NOS. 200600193, 2000009813, 2000009817, 2000143255, 2002057508, 2005057004, 2005091740, 2005163691, 2005231870, 2006019332, 2006108971, 2006102529, 2006102528, 2006102524, 2006205344, 2007113332, 2008049038, 2012038334, 2016193526, 2017058288, 2017192121, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. **[SUBJECT TO]**

EASEMENT: RECORDED: DOCUMENT NO. 2006205344, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
PURPOSE: PUBLIC AND/OR PRIVATE UTILITIES, STREETS, DRIVEWAYS, WALKWAYS, SEWERS, ACCESS AND DRAINAGE OVER AND ACROSS THE COMMON AREAS; INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, REPAIRS AND REMOVAL OF PUBLIC UTILITIES; AND FOR ENCROACHMENTS CREATED BY CONSTRUCTION SETTLING AND OVERHANG OF IMPROVEMENTS. **[SUBJECT TO]**

MAINTENANCE CHARGES, ASSESSMENTS, RIGHTS AND REMEDIES OF CO–TENANTS, CONTRACTUAL OR OTHERWISE, INCLUDING BUT NOT LIMITED TO TERMS, CONDITIONS, COVENANTS, OPTIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN DECLARATION OF CONDOMINIUM AND BY–LAWS: RECORDED: DOCUMENT NO. 2006205344, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. **[SUBJECT TO]**

MAINTENANCE CHARGES AND/OR ASSESSMENTS SECURED BY A LIEN AS SET OUT IN INSTRUMENT(S) RECORDED IN DOCUMENT NO. 2006205344, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID CHARGES AND ASSESSMENTS ARE SUBORDINATE TO PURCHASE MONEY AND/OR IMPROVEMENT LIENS AS SET OUT THEREIN. **[SUBJECT TO]**

EASEMENT: RECORDED: VOLUME 554, PAGE 506, DEED RECORDS, TRAVIS COUNTY, TEXAS. **[SUBJECT TO – BLANKET TYPE]**

EASEMENT: RECORDED: VOLUME 649, PAGE 326, DEED RECORDS, TRAVIS COUNTY, TEXAS. **[DOES NOT AFFECT]**

EASEMENT: RECORDED: VOLUME 9513, PAGE 1, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS. **[SUBJECT TO – BLANKET TYPE]**

EASEMENT: RECORDED: VOLUME 13074, PAGE 179, REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS **[SUBJECT TO – SHOWN ON SURVEY]**

EASEMENT: RECORDED: VOLUME 10959, PAGE 94, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS. **[DOES NOT AFFECT]**

EASEMENT: RECORDED: VOLUME 10662, PAGE 489, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS. **[DOES NOT AFFECT]**

EASEMENT: RECORDED: VOLUME 11963, PAGE 404, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS. **[SUBJECT TO – SHOWN ON SURVEY]**

EASEMENT: RECORDED: DOCUMENT NO. 1999118443, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. **[SUBJECT TO – SHOWN ON SURVEY]**

EASEMENT: RECORDED: DOCUMENT NO. 1999118446, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. **[SUBJECT TO – SHOWN ON SURVEY]**

EASEMENT: RECORDED: DOCUMENT NO. 2006091928, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. **[SUBJECT TO – SHOWN ON SURVEY]**

EASEMENT: RECORDED: DOCUMENT NO. 2006091927, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
PURPOSE: ACCESS, DRAINAGE AND PUBLIC UTILITY **[SUBJECT TO – SHOWN ON SURVEY]**

EASEMENT: RECORDED: DOCUMENT NO. 2006091926, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
PURPOSE: ACCESS, DRAINAGE AND PUBLIC UTILITY **[SUBJECT TO – SHOWN ON SURVEY]**

EASEMENT: RECORDED: DOCUMENT NO. 2001180704, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
PURPOSE: CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER **[SUBJECT TO]**

EASEMENT: RECORDED: DOCUMENT NO. 2006166507, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
PURPOSE: ELECTRIC UTILITY **[SUBJECT TO – BLANKET TYPE]**

TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED: DOCUMENT NO. 2001180705, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
TYPE: DEVELOPMENT **[SUBJECT TO]**

TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED: DOCUMENT NO. 2001009451, 2005068085, 2005087304, 2005233939, 2006012653 & 2006038047, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
TYPE: STEINER RANCH AGREEMENT REGARDING PARTICIPATION RIGHTS AND CONSERVATION EASEMENTS **[SUBJECT TO]**

EASEMENT RIGHTS AS SET OUT IN VOLUME 13008, PAGE 756, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS. **[SUBJECT TO]**

BEVERLY RIDGE CONDOMINIUMS
City of Austin, Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	11/30/2023
Project:	01247
Scale:	N/A
Reviewer:	PRB
Tech:	JB
Field Crew:	JC/CE
Survey Date:	MAR. 2022
Sheet:	4 OF 11

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LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S43°29'53"E	130.07'
L2	N43°29'31"W	381.74'
L3	N43°29'31"W	421.64'
L4	N43°29'31"W	39.90'
L5	S46°34'24"W	99.89'
L6	N21°36'45"E	121.12'
L7	S07°28'04"W	16.99'
L8	S20°14'06"W	106.38'
L9	S42°06'58"E	18.86'
L10	N83°23'22"E	12.99'
L11	N28°37'50"E	47.27'
L12	N09°39'38"E	41.56'
L13	S56°04'30"W	18.81'
L14	N56°04'30"E	5.59'
L15	S34°04'24"E	50.55'
L16	S55°52'12"W	11.32'
L17	S35°34'38"E	24.41'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L18	N56°11'34"E	10.59'
L19	S34°46'56"E	39.12'
L20	N62°29'09"E	36.06'
L21	N70°24'33"W	32.07'
L22	N70°43'09"W	8.09'
L23	N59°44'58"W	4.16'
L24	N62°38'58"W	11.69'
L25	N55°37'21"W	7.77'
L26	N49°36'25"W	14.65'
L27	N38°04'27"W	33.80'
L28	N31°39'22"W	48.01'
L29	N31°06'20"W	55.62'
L30	N27°06'31"W	15.82'
L31	N19°48'28"W	8.39'
L32	N35°40'31"W	21.85'
L33	N18°24'02"W	47.07'
L34	N03°47'46"E	7.86'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L35	S46°30'39"W	60.24'
L36	N43°28'34"W	41.45'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
[L1]	S43°29'13"E	130.00'
{L2}	N43°29'13"W	381.93'
[[L3]]	N43°29'13"W	421.93'
((L4))	N43°29'13"W	40.00'
((L5))	S46°30'47"W	100.00'
{L5}	S46°30'47"W	100.00'

BEVERLY RIDGE CONDOMINIUMS
City of Austin, Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	11/30/2023
Project:	01247
Scale:	N/A
Reviewer:	PRB
Tech:	JB
Field Crew:	JC/CE
Survey Date:	MAR. 2022
Sheet:	5 OF 11

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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	240.00'	376.80'	89°57'15"	S88°31'38"E	339.28'
C2	1,440.00'	59.94'	2°23'06"	S46°18'49"W	59.94'
C3	180.00'	282.76'	90°00'24"	N88°29'32"W	254.57'
C4	1,444.00'	466.79'	18°31'17"	N54°28'43"E	464.76'
C5	1,444.00'	406.86'	16°08'37"	S55°40'22"W	405.52'
C6	1,924.10'	411.30'	12°14'52"	S62°12'41"W	410.52'
C7	3,619.72'	102.51'	1°37'21"	N33°52'16"E	102.50'
C8	87.80'	158.06'	103°08'45"	N65°56'36"W	137.56'
C9	87.80'	104.16'	67°58'27"	N83°31'45"W	98.16'
C10	87.80'	53.90'	35°10'18"	N31°57'22"W	53.05'
C11	162.20'	55.77'	19°42'07"	N24°13'21"W	55.50'
C12	162.20'	32.89'	11°37'05"	N20°10'51"W	32.83'
C13	162.20'	22.88'	8°05'02"	N30°01'54"W	22.87'

RECORD CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
[C1]	240.00'	376.99'	90°00'00"	S88°29'13"E	339.41'
{C1}	240.00'	376.99'	90°00'00"	S88°29'13"E	339.41'
[C2]	1,440.00'	60.00'	2°23'15"	S46°22'09"W	60.00'
[C3]	180.00'	282.74'	90°00'00"	N88°29'13"W	254.56'
[C4]	1,444.00'	466.82'	18°34'27"	N54°27'45"E	464.78'
[C5]	1,444.00'	406.81'	16°11'12"	S55°39'23"W	405.46'
(C6)	1,924.10'	411.30'	12°14'52"	S62°13'31"W	410.52'
[C7]	3,619.72'	102.45'	1°37'18"	N33°57'14"E	102.45'

BEVERLY RIDGE CONDOMINIUMS
City of Austin, Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	11/30/2023
Project:	01247
Scale:	N/A
Reviewer:	PRB
Tech:	JB
Field Crew:	JC/CE
Survey Date:	MAR. 2022
Sheet:	6 OF 11

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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C14	25.34'	42.91'	97°02'01"	S11°40'57"W	37.96'
C15	25.34'	13.82'	31°15'00"	S21°12'34"E	13.65'
C16	25.34'	29.09'	65°47'00"	S27°18'27"W	27.52'
C17	24.69'	38.35'	89°00'16"	S84°50'00"E	34.61'
C18	137.80'	47.38'	19°42'07"	S24°13'22"E	47.15'
C19	137.80'	11.48'	4°46'28"	S31°41'11"E	11.48'
C20	137.80'	35.90'	14°55'39"	S21°50'07"E	35.80'
C21	112.20'	201.99'	103°08'45"	S65°56'36"E	175.79'
C22	112.20'	43.75'	22°20'20"	S25°32'24"E	43.47'
C23	112.20'	48.49'	24°45'43"	S49°05'26"E	48.11'
C24	112.20'	55.83'	28°30'33"	S75°43'34"E	55.25'
C25	112.20'	53.92'	27°32'09"	N76°15'05"E	53.40'

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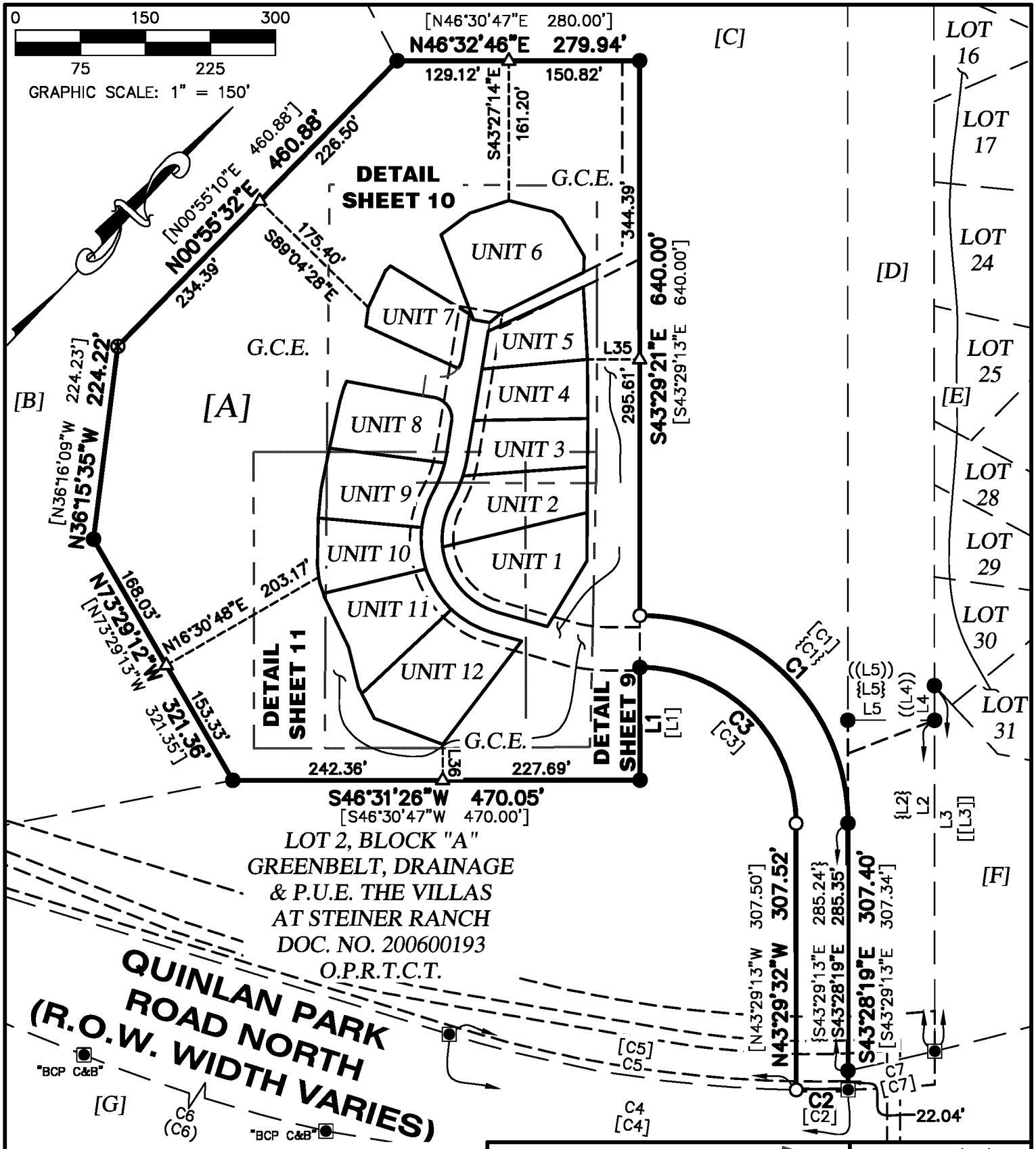

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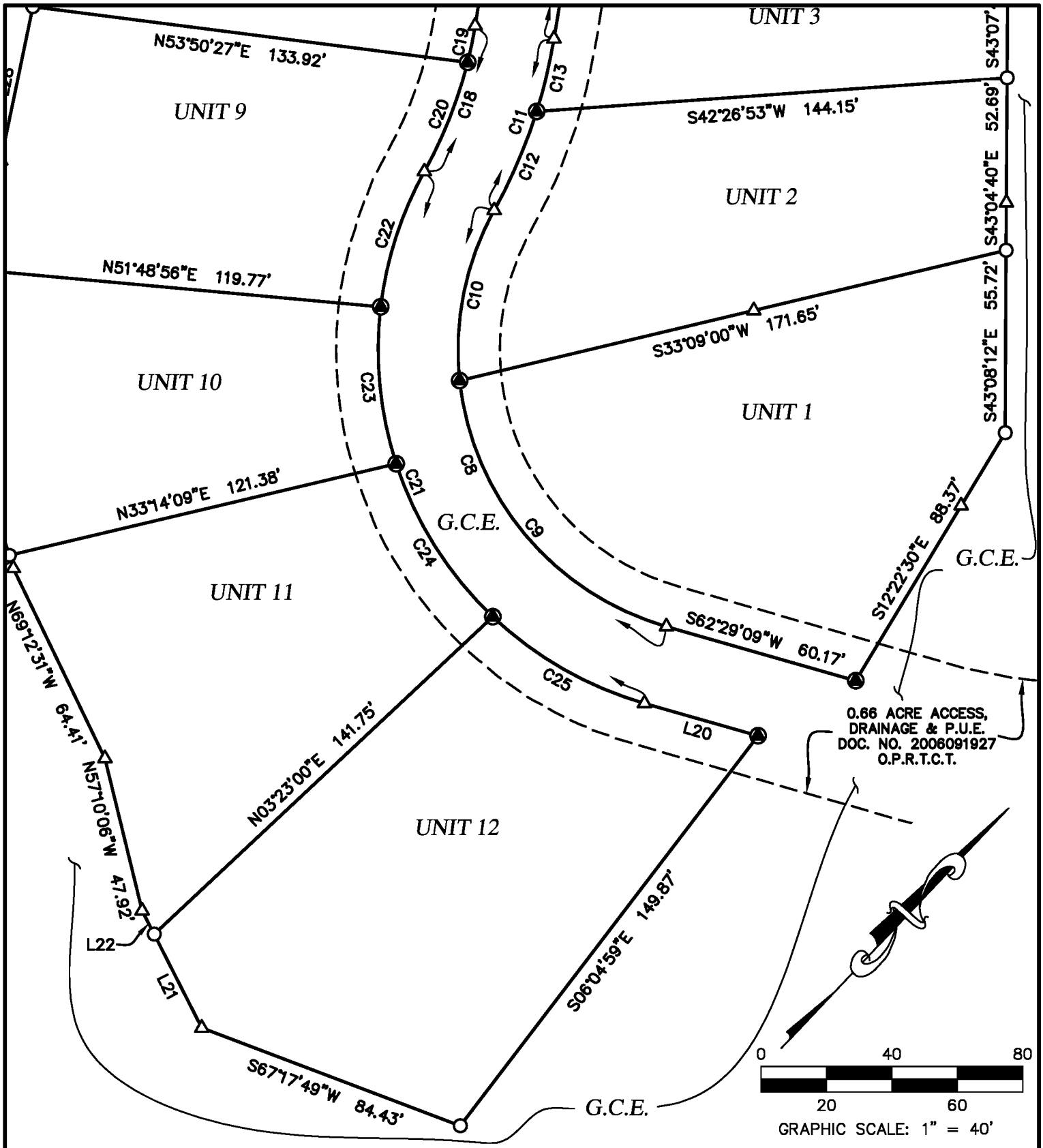

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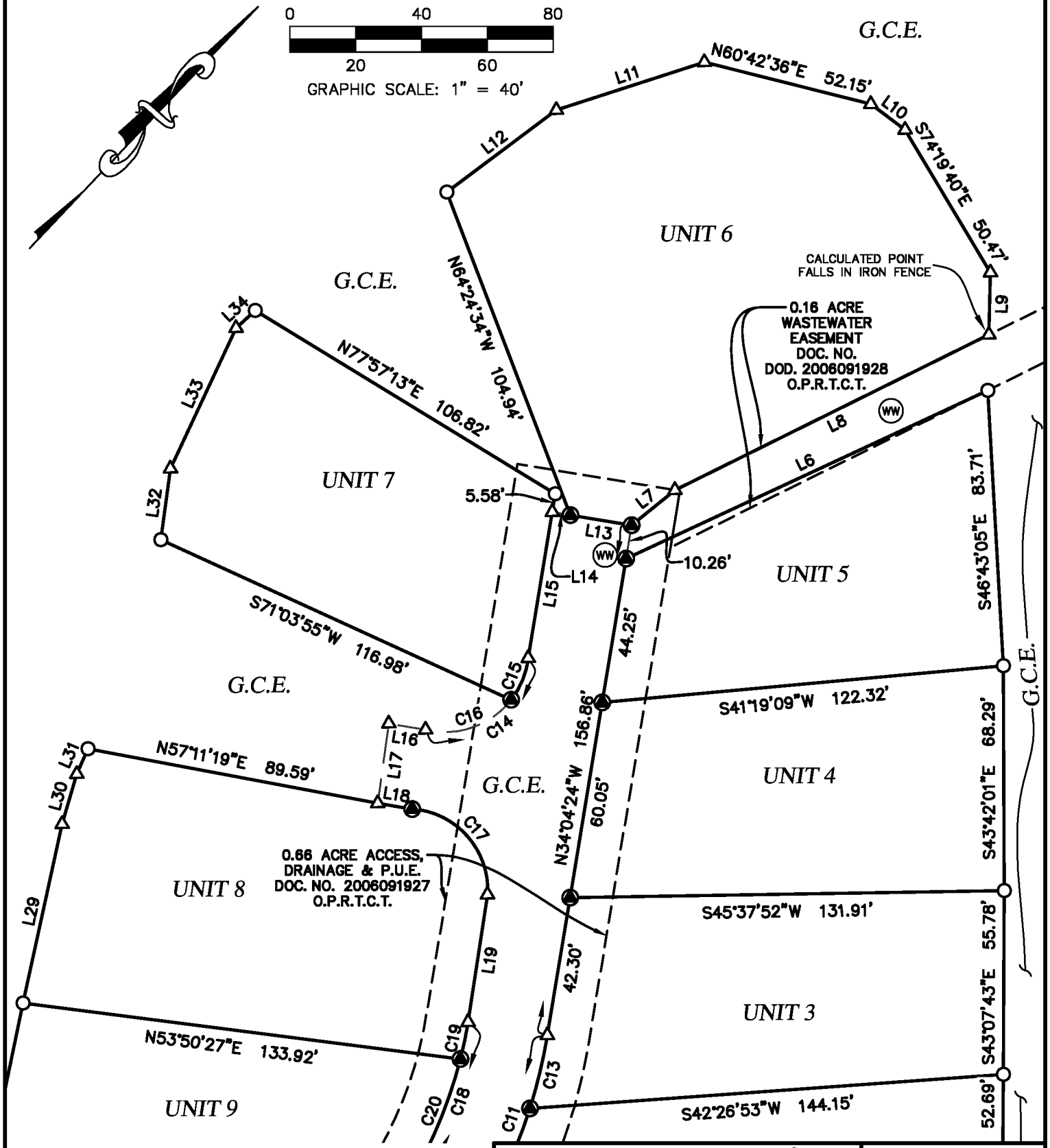

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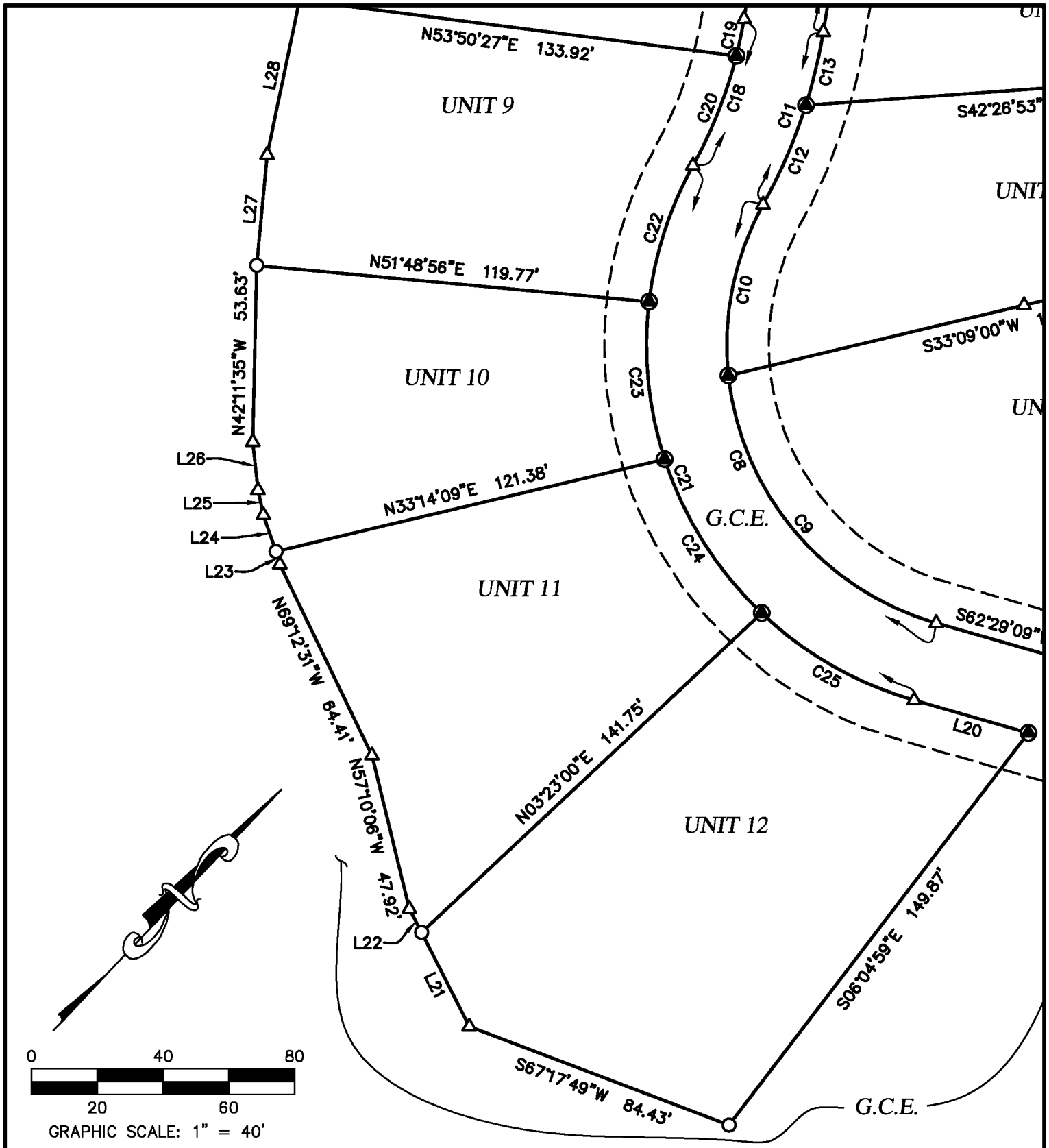

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ATTACHMENT 2

ENCUMBRANCES

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:

   VOLUME 10920, PAGE 1, VOLUME 11123, PAGE 1017, VOLUME 11674, PAGE 140, VOLUME 13008, PAGE 756, VOLUME 13193, PAGE 108, VOLUME 13036, PAGE 559, VOLUME 13280, PAGE 4822, REAL PROPERTY RECORDS; AND DOCUMENT NOS. 200600193, 2000009813, 2000009817, 2000143255, 2002057508, 2005057004, 2005091740, 2005163691, 2005231870, 2006019332, 2006108971, 2006102529, 2006102528, 2006102524, 2006205344, 2007113332, 2008049038, 2012038334, 2016193526, 2017058288, 2017192121, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

2. EASEMENT: RECORDED: DOCUMENT NO. 2006205344, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

   PURPOSE: PUBLIC AND/OR PRIVATE UTILITIES, STREETS, DRIVEWAYS, WALKWAYS, SEWERS, ACCESS AND DRAINAGE OVER AND ACROSS THE COMMON AREAS; INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, REPAIRS AND REMOVAL OF PUBLIC UTILITIES; AND FOR ENCROACHMENTS CREATED BY CONSTRUCTION SETTLING AND OVERHANG OF IMPROVEMENTS.

   MAINTENANCE CHARGES, ASSESSMENTS, RIGHTS AND REMEDIES OF CO-TENANTS, CONTRACTUAL OR OTHERWISE, INCLUDING BUT NOT LIMITED TO TERMS, CONDITIONS, COVENANTS, OPTIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN DECLARATION OF CONDOMINIUM AND BY-LAWS: RECORDED: DOCUMENT NO. 2006205344, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

   MAINTENANCE CHARGES AND/OR ASSESSMENTS SECURED BY A LIEN AS SET OUT IN INSTRUMENT(S) RECORDED IN DOCUMENT NO. 2006205344, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID CHARGES AND ASSESSMENTS ARE SUBORDINATE TO PURCHASE MONEY AND/OR IMPROVEMENT LIENS AS SET OUT THEREIN.

3. EASEMENT: RECORDED: VOLUME 554, PAGE 506, DEED RECORDS, TRAVIS COUNTY, TEXAS.

4. EASEMENT: RECORDED: VOLUME 649, PAGE 326, DEED RECORDS, TRAVIS COUNTY, TEXAS.

5. EASEMENT: RECORDED: VOLUME 9513, PAGE 1, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.

6. EASEMENT: RECORDED: VOLUME 13074, PAGE 179, REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

7. EASEMENT: RECORDED: VOLUME 10959, PAGE 94, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.

8. EASEMENT: RECORDED: VOLUME 10662, PAGE 489, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.

9. EASEMENT: RECORDED: VOLUME 11963, PAGE 404, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.

10. EASEMENT: RECORDED: DOCUMENT NO. 1999118443, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

11. EASEMENT: RECORDED: DOCUMENT NO. 1999118446, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

12. EASEMENT: RECORDED: DOCUMENT NO. 2006091928, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

13. EASEMENT: RECORDED: DOCUMENT NO. 2006091927, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

    PURPOSE: ACCESS, DRAINAGE AND PUBLIC UTILITY

14. EASEMENT: RECORDED: DOCUMENT NO. 2006091926, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

    PURPOSE: ACCESS, DRAINAGE AND PUBLIC UTILITY

15. EASEMENT: RECORDED: DOCUMENT NO. 2001180704, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

    PURPOSE: CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER

16. EASEMENT: RECORDED: DOCUMENT NO. 2006166507, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

PURPOSE: ELECTRIC UTILITY

TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT:

RECORDED: DOCUMENT NO. 2001180705, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TYPE: DEVELOPMENT

TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT:

RECORDED; DOCUMENT NO. 2001009451, 2005068085, 2005087304, 2005233939, 2006012653 & 2006038047, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TYPE: STEINER RANCH AGREEMENT REGARDING PARTICIPATION RIGHTS AND CONSERVATION EASEMENTS

17. EASEMENT RIGHTS AS SET OUT IN VOLUME 13008, PAGE 756, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.

ATTACHMENT 3

MAINTENANCE RESPONSIBILITY CHART

"All aspects" includes maintenance, repair, and replacement, as needed.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Retaining walls, perimeter fences around the perimeter of the Property, outside of the boundaries of a Unit or within the GCE.	All aspects.	None.
All fencing within any boundary of a Unit.	None.	All aspects.
Mailboxes.	All aspects.	None.
Exterior lighting within a Unit	None.	All aspects.
Sidewalks within the Units, if any.	None.	All aspects.
Sidewalks within the Common Elements, if any.	All aspects.	None.
Exterior Landscaping of a Unit	None.	All aspects.
Roofs and roof facilities within a Unit	None.	All aspects.
Exterior Building components within a Unit	None.	All aspects.
Building Foundation within a Unit	None.	All aspects.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Unit interior, including improvements, fixtures, partition walls and floors within Unit	None.	All aspects.
Sheetrock within Unit & treatments on walls	None.	All aspects.
Exterior Unit doors	None.	All aspects.
Windows within a Unit	None.	All aspects.
Garage Doors, if applicable	None.	All aspects.
Water, wastewater, electrical lines & systems (excluding the Wastewater System).	None.	All aspects of lines, pipes, fixtures, and appliances serving only that Owner's Unit except systems that are located in easements maintained by third party utility providers.
HVAC System	None.	All aspects.
Intrusion alarms smoke/heat detectors, monitoring equipment.	None.	All aspects.

NOTE 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.

NOTE 2: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the Owner.

NOTE 3: Set forth above is a summary of the maintenance obligations imposed upon the Association and the Owners generally as described more fully in this Declaration. Please note that the information set forth in this Attachment 3 is a summary only and is not intended to modify any of the provisions of this Declaration. Accordingly, in the event of a conflict between the summary set forth in this Attachment 3 and any provision set forth in the Declaration above, the provision set forth in the Declaration above will control.

ATTACHMENT 4

GUIDE TO THE ASSOCIATION'S EXAMINATION OF COMMON ELEMENTS

This Guide provides information to assist the Board in conducting an annual examination of the Common Elements for the purpose maintaining replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements maintained by the Association. The examination is required by *Section 9.4* of the Declaration and is a necessary prerequisite to establishing sufficient reserves as required by S*ection 6.12* of the Declaration. Additional information on conducting the examination may be obtained from the Community Associations Institute and their publication, *The National Reserve Study Standards of the Community Associations Institute*. See www.caionline.org. In addition, the Community Associations Institute provides certification for qualified preparers of reserve studies, known as a "Reserve Professionals Designation" (R.S.). Neither this Declaration nor current law requires that the Board engage an individual holding a Reserve Professional Designation for the purpose of conducting the annual examination of the Common Elements. Because laws and practices change over time, the Board should not use this Guide without taking into account applicable changes in law and practice.

Developing a Plan

In developing a plan, the age and condition of Common Elements maintained by the Association must be considered. The possibility that new types of material, equipment, or maintenance processes associated with the repair and/or maintenance of Common Elements should also be taken into account. The individual or company who prepares the examination calculates a suggested annual funding amount and, in doing so, may consider such factors as which components are included, estimated replacement costs of the components, useful lives of the components, inflation, and interest on reserve account balances or other earnings rates. Annual contributions to the replacement fund from annual assessments are based on this examination or reserve study. A reserve study generally includes the following:

- Identification and analysis of each major component of Common Elements maintained by the Association
- Estimates of the remaining useful lives of the components
- Estimates of the costs of replacements or repairs
- A cash flow projection showing anticipated changes in expenditures and contributions over a time period generally ranging between 20 and 30 years
- The "Funding Goal" which is generally one of the following:
    - Component Full Funding: Attaining, over a period of time, and maintaining, once the initial goal is achieved, a cumulative reserve

account cash balance necessary to discharge anticipated expenditures at or near 100 percent; or

- Threshold Funding: Maintaining the reserve account cash balance above a specified dollar or percent funded amount.

Note that Threshold Funding will increase the likelihood that special assessments will be required to fund major repairs and replacements. For example, one study has shown that a Threshold Funding goal of 40 to 50% results in an 11.2% chance that the Association will be unable to fund repairs and replacement projects in the next funding year. See "Measuring the Adequacy of Reserves", *Common Ground*, July/August 1997. The same study found that Component Full Funding reduces this likelihood to between .09 and 1.4%.

Finding Common Element Component Replacement Information

Common Element component replacement information may be obtained from contractors, suppliers, technical specialists, "Reserve Study" specialist or from using tables in technical manuals on useful lives of various components. As provided in *Section 9.4* of the Declaration, the Board must reevaluate its funding level periodically based upon changes to the Common Elements as well as changes to replacement costs and component conditions. The specific components of Common Elements include, but are not limited to roads, recreational facilities, and furniture and equipment owned or maintained by the Association. Components covered by maintenance contracts may be excluded if the contracts include maintenance and replacement of the components. The Board must also include within their overall budget a deferred maintenance account for those components requiring periodic maintenance which does not occur annually.