

AFTER RECORDING RETURN TO:

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**DECLARATION OF CONDOMINIUM REGIME
FOR EASTWOOD AT RIVERSIDE
(A Residential Condominium in Travis County, Texas)**

Declarant: MSCB RIVERSIDE, LLC, a Texas limited liability company

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**DECLARATION OF CONDOMINIUM REGIME FOR
EASTWOOD AT RIVERSIDE**

MSCB RIVERSIDE, LLC, a Texas limited liability company ("**Declarant**"), is the owner of Lots 1-A and 2-A of the First Resubdivision of A.H. Neighbors Addition, a subdivision of record in Volume 47, Page 70 of the Plat Records of Travis County, Texas and all of Lots 1 and 2, Block A, Riverside II, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300231, Official Public Records of Travis County, Texas (the "**Property**"). The Property, together with all Improvements thereon and all easements, rights, and appurtenances thereto are hereby submitted to the terms and provisions of the Texas Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating the Eastwood at Riverside.

NOW, THEREFORE, it is hereby declared that the Property will be held sold, conveyed, leased, occupied, used, insured, and encumbered with this Declaration, including the representations and reservations of Declarant, set forth on Appendix "A", attached hereto, which will run with the Property, together with all Improvements thereon and all easements, rights, and appurtenances thereto, 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.

**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 superceded by one or more other statutes or ordinances.

1.3. "**Architectural Reviewer**" means Declarant during the Development Period. After expiration of the Development Period, the rights of the Architectural Reviewer will automatically be transferred to the Board.

1.4. "**Assessment**" means any charge levied against a Unit or Owner by the Association, pursuant to the Documents, the Act, or other Applicable Law, including but not limited to Regular Assessments, Special Assessments, Utility Assessments, Individual

Assessments, Building LCE Assessments and Deficiency Assessments as defined in Article 6 of this Declaration.

1.5. **"Association"** means the Eastwood at Riverside Condominium Community, Inc., a Texas non-profit 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, and the Act.

1.6. **"Attached Unit"** means any Unit within the Regime located within a Building which contains more than (1) Unit.

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

1.8. **"Building"** means each detached, semi-attached, or attached residential dwelling constructed within the Regime, together with all appurtenant Improvements. Each Building and Unit is described and depicted on Attachment 1, attached hereto. Declarant has reserved the right to add additional Units and Buildings to the Regime as permitted in Appendix "A", attached hereto.

1.9. **"Building LCE"** means all Buildings that include Attached Units, save and except the portion of a Building which constitutes a Unit as defined in this Declaration or any portion of a Building that is required to be maintained by the Unit Owner pursuant to this Declaration. As set forth in Section 5.6, Building LCE is allocated to Attached Units to permit the Association to separately allocate and charge Owners of Attached Units for the costs of: (i) maintaining, repairing, and replacing, as necessary the Building LCE; (ii) services billed to the Association and serving only the Attached Units; (iii) insurance premiums and deductibles attributable to Buildings that include Attached Units; and (iv) contributions to the reserve funds attributable to Buildings that include Attached Units. The expenses incurred by the Association in connection with administration, maintenance and repair of Building LCE will be defrayed through the levy of Building LCE Assessments against all Attached Units.

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

1.11. **"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.

1.12. **"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 or the Act for the exclusive use of one or more but less than all of the Units.

1.13. **"Community Manual"** means the community manual, if any, which may be initially adopted and Recorded by the Declarant as part of the initial 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; provided, however, that, during the Development Period, any amendment to the Community Manual must be approved in advance and in writing by the Declarant.

1.14. **"Declarant"** means MSCB RIVERSIDE, LLC, a Texas limited liability company. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights and duties under the Documents to any Person. Declarant may also, by Recorded written instrument, permit any other Person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under the Documents.

1.15. **"Declarant Control Period"** means that period of time during which Declarant controls the operation and management of the Association, in accordance with the terms of Appendix "A" of this Declaration. The duration of Declarant Control Period is from the date this Declaration is Recorded for a maximum period not to exceed one hundred and twenty (120) days after title to seventy-five percent (75%) of the maximum Units that may be created hereunder have been conveyed to Owners other than Declarant.

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

1.17. **"Detached Unit"** means any Unit within the Regime located within a Building which contains no more than (1) Unit.

1.18. **"Development Period"** means the seven (7) year period, beginning on the date this Declaration is Recorded, during which Declarant has certain rights as more particularly described on Appendix "A", attached hereto, including rights related to development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property. Declarant may terminate the Development Period by Recording a notice of termination.

During the Development Period, Appendix "A" has priority over the terms and provisions of this Declaration.

1.19. **"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, 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 Eastwood at Riverside, you agree to comply with the terms and provisions of the Documents, as amended or modified.

1.20. **"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.

1.21. **"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, antennae, 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, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.22. **"Landscape Services"** mean the following services to be provided to the Yard Area: (a) mowing and edging all turf areas at least once per week during the months of May through September of each year, and on an as-needed basis during the months of October through April; (b) applying fertilizer to the turf areas twice a year; (c) manually and mechanically controlling weeds in as required to maintain a manicured appearance; and (d) controlling fire ants in the turf areas with applications of "Logic" or approved equal in the spring and fall. Notwithstanding the foregoing, the Board will have the right to modify the Landscape Services provided hereunder from time to time.

1.23. **"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", "Building LCE", "Limited Common Elements", and "Limited Common Areas" on Attachment 1, attached hereto and as provided in Section 5.4 of this Declaration.

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

1.25. **"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.

1.26. **"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.

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

1.28. **"Person"** shall mean any individual or entity having the legal right to hold title to real property.

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

1.30. **"Property"** means Lots 1-A and 2-A of the First Resubdivision of A.H. Neighbors Addition, a subdivision of record in Volume 47, Page 70 of the Plat Records of Travis County, Texas and all of Lots 1 and 2, Block A, Riverside II, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300231, Official Public Records of Travis County, Texas.

1.31. **"Recorded"** means recorded in the Official Public Records of Travis County, Texas.

1.32. **"Regime"** means the Property, Units, General Common Elements, Limited Common Elements, Building LCE and Yard Area that comprise the condominium regime established under this Declaration.

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

1.34. **"Rules"** means rules and regulations of the Association adopted in accordance with the Documents or the Act. The initial Rules may be adopted by Declarant for the benefit of the Association and included within the Community Manual.

1.35. **"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), Federal National Mortgage Association (Fannie Mae), or Government National Mortgage Association (Ginnie 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.

1.36. **"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 5.2* of this Declaration. As more particularly described in Article 5, there are two types of Units: Detached Units and Attached Units.

1.37. "**Yard Area**" means any yard space area that is intended for the sole and exclusive use of a Unit, whether within the Unit or not part of the Unit, within the Regime allocated in accordance with the terms of this Declaration or Act, as a Limited Common Element for the exclusive benefit of the Owner of a Unit, whether or not the area is so designated on the Plats and Plans. Pursuant to Appendix "A", Declarant has reserved the right to designate General Common Elements as Yard Area during the Development Period.

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, including Declarant's representations and reservations as set forth on Appendix "A", attached hereto, which run with the Property, bind all parties 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 to the Property and subjected to the Declaration and the jurisdiction of the Association on approval of Owners representing at least two-thirds (2/3) of the ownership interests in the Property, or, during the Development Period, by Declarant as permitted in Appendix "A". Annexation of additional property is accomplished by the Recording of a declaration of annexation, which will include a description of the additional real property. The declaration of annexation may include a description of the Units and Common Elements added to the Regime.

2.3. **Adjacent Land Use.** Declarant makes no representations of any kind 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 any 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 his 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.

2.5.1. Ownership & Maintenance. The designation of Common Elements is determined by this Declaration. The Declarant may install, construct, or authorize certain Improvements on Common Elements in connection with its development of the Property, and the cost thereof is not a common expense of the Association. Thereafter, 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.

2.5.2. Acceptance. By accepting an interest in or title to a Unit, each Owner is deemed: (i) to accept the Common Elements of the Property, and any Improvement thereon, in its then-existing condition; (ii) to acknowledge the authority of the Association, acting through its Board, for all decisions pertaining to the Common Elements; (iii) to acknowledge that transfer of a Common Element's title (if any) to the Association by or through the Declarant is a ministerial task that does not require acceptance by the Association; and (iv) to acknowledge the continuity of maintenance of the Common Elements, regardless of changes in the Association's Board or management.

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.

3.2. Owner's Easement of Enjoyment. Every Owner is granted a right and easement of enjoyment over the General Common Elements and to use of Improvements therein, subject to other rights and easements contained in the Documents. An Owner who does not occupy a Unit delegates this right of enjoyment to the Residents of his Unit, and is not entitled to use the General Common Elements.

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. In addition, the Board may require that the Owner abide by additional 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 or Common Element to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Association or the Owner of the damaged Unit.

All work requiring access to the Common Elements may only be performed by a Person who shall deliver to the Board prior to commencement of such work, in form satisfactory to the Board:

- (i) releases of the Board and the Association for all claims that such Person may assert in connection with such work;
- (ii) indemnities of the Board and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Elements or other Units;
- (iii) certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board; and
- (iv) all other information and assurances which the Board may reasonably require.

Notwithstanding anything to the contrary stated herein, the provisions of this Section shall not apply to any construction performed by or on behalf of Declarant.

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, if any, assigned thereto.

3.5. **Owner's Encroachment Easement.** Every Owner is granted an easement for the existence and continuance of any encroachment by his Unit on any adjoining Unit or Common Element now existing or which may come into existence hereafter, as a result of construction, repair, 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.

3.6. **Easement Of Cooperative Support.** Each Owner is granted an easement of cooperative support over each adjoining Unit and Common Element as needed for the common benefit of the Property, or for the benefit of Units in a Building, or 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 try 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, including without limitation, the architectural standards and use restrictions.
- (iv) To exercise self-help remedies permitted by the Documents or by Applicable Law.
- (v) To respond to emergencies.
- (vi) To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.
- (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 and Declarant (during the Development Period) may grant permits, licenses, and easements over the Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Regime. Declarant (during the Development Period) and the Association may grant easements over and across the Units and Common Elements to the extent necessary or required to provide utilities to Units; provided, however, that such easements 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; provided, however, this easement may not be exercised without prior notice to the Board. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, 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 DECLARANT AND 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 Declarant, the Association, and their 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 as his sole responsibility to provide security for his own person and property, and assumes all risks for loss or damage to same. Each Owner and Resident further acknowledges that Declarant, the Association, and their 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 Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of any failure to provide adequate security or the ineffectiveness of security measures undertaken.

3.10. **Injury to Person or Property.** Neither the Association nor Declarant, or their 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 are reasonable and constitute the exercise of ordinary care by the Association and Declarant. Each Owner agrees to indemnify and hold harmless the Association and Declarant, and Declarant's agents 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, his tenant, his 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. **Easement to Inspect and Right To Correct.** For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder, and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the Units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a screening wall may be warranted by a change of circumstance, imprecise siting of the original wall, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Declarant or the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant 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 purposes contained in this Section.

3.12. **Parking.** Declarant reserves the right to designate and assign portions of the General Common Elements as parking for the exclusive use of any Owner of a Unit. Any parking spaces not specifically designated by the Declarant for the exclusive use of an Owner of a Unit will be under the exclusive control and administration of the Association until such time as the Declarant no longer owns any Unit within the Regime. The Association may thereafter assign parking spaces to any Owner or may use such parking spaces in a manner determined by the Board subject to any assignment previously made by the Declarant. Any designation and assignment of General Common Elements as parking will be memorialized by a written "assignment of parking" executed by an authorized representative of the Declarant (or Association if Declarant no longer owns any Units within the Regime) which shall identify the parking space(s) and the Unit assigned thereto. The assignment shall be made a part of the corporate records of the Association, will be considered an agreement between the Association and such Owner with regard to use of the General Common Element so assigned, and may not be terminated or modified without the consent of the Declarant (or a majority of the Board if Declarant no longer owns any Units within the Regime) and the owner of the Unit to which such General Common Element parking was assigned. The Declarant or the Board may be required periodically to re-allocate parking to comply with the site plan approved by the applicable regulatory authority and applicable to the Property.

ARTICLE 4

CERTAIN PROPERTY FEATURES

4.1. **General.** This Article discloses selective features of the Regime that may not be obvious to potential Owners and Residents. Because features may change over time, no disclosure in this Article should be relied upon without independent confirmation.

4.2. **Service Contracts.** Declarant may have contracted, on behalf of the Owner, for one or more services to be provided by vendors to the individual Owners on a contract basis, such as intrusion monitoring and cable television. In that event, whether or not an Owner chooses to use the service, the Owner is required to pay the Unit's share of the contract for the contract period. The Association may serve as the conduit for the service fees and payments, which may be considered Regular Assessments or Individual Assessments. However, the Association is not the service provider and has no responsibility or liability for the availability or quality of the service, or for the maintenance, repair, or replacement of the wires, conduits, equipment, or other fittings relating to the contract service.

4.3. **Adjacent Thoroughfares.** The Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

4.4. **Outside Conditions.** Since in every neighborhood there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Property that an Owner or Resident may find objectionable, and it shall be the sole responsibility of an Owner or Resident to become acquainted with neighborhood conditions that could affect the Unit, including periodic entertainment, arts, sports, festivals and other events.

4.5. **Street Names.** Declarant may change, in its sole discretion, the Property name and the street names and addresses in or within the Property including the street address of the Unit before or after closing if required by any applicable regulatory agency.

4.6. **Concrete.** Minor cracks in poured concrete are inevitable as a result of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete and settling.

FACT: CONCRETE CRACKS

4.7. **Construction Activities.** Declarant will be constructing portions of the Regime and engaging in other construction activities related to the construction of Units and Common Elements. Such construction activities may, from time to time, produce certain conditions on the Regime, including, without limitation: (a) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (b) smoke; (c) noxious, toxic or corrosive fumes or gases; (d) obnoxious odors; (e) dust, dirt or flying ash; (f) unusual fire or explosion hazards; (g) temporary interruption of utilities; and/or (h) other conditions that may threaten the security or safety of Persons on the Regime. Notwithstanding the foregoing, all Owners and Residents agree that such conditions on the Regime resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

4.8. **Moisture.** Improvements may trap humidity created by general use and occupancy. As a result, condensation may appear on the interior portion of windows and glass

surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Residents, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold.

4.9. **Water Runoff.** The Property may be subject to erosion and/or flooding during unusually intense or prolonged periods of rain. Water may pond on various portions of the Property having impervious surfaces.

4.10. **Encroachments.** Improvements may have been constructed on adjoining lands that encroach onto the Property. Declarant gives no representations or warranties as to property rights, if any, created by such any such encroachments.

4.11. **Budgets.** Any budgets 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.

4.12. **Light and Views.** The natural light available to and views from a Unit can change over time due to among other things, additional development and the removal or addition of landscaping. **NATURAL LIGHT AND VIEWS ARE NOT PROTECTED.**

4.13. **Schools.** No representations are being made regarding which schools may now or in the future serve the Unit.

4.14. **Plans.** Any advertising materials, brochures, renderings, drawings, and the like, furnished by Declarant to Owner which purport to depict the Improvements to be constructed on any Unit are merely approximations and do not necessarily reflect the actual as-built conditions of the same.

4.15. **Upgrades.** The cost of upgrades may not necessarily result in a commensurate increase in the value of the Unit and Improvements constructed thereon.

4.16. **Location of Utilities.** Declarant makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins.

4.17. **Chemicals.** Each Building will contain products that have water, powders, solids and industrial chemicals, which will be used in construction. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. Leaks, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. Declarant is not responsible for any illness or allergic reactions that a Person may experience as a result of mold, mildew, fungus or spores. It is the responsibility of the Owner to keep the Building clean, dry, well ventilated and free of contamination.

4.18. **Marketing.** Declarant's use of a sales center and/or model units or reference to other construction by Declarant is intended only to demonstrate the quality of finish detail, the basic floor plans and styles of the Units and Improvements available for purchase. The Units and Improvements may not conform, except as herein noted, to any model unit in any respect, or contain some or all of the amenities featured, such as furnishings and appliances. Declarant may have shown prospective purchasers model homes, floorplans, sketches, drawings, and scale models of the project (collectively "**Promotional Aids**"). By acquiring title to a Unit, each Owner agrees that the Promotional Aids are conceptual, subject to change, for display purposes only, and may not be incorporated into the Regime or any Unit. Declarant retains the right to obtain and use photography of the Property (including the Units and all Improvements) for publication and advertising purposes.

4.19. **Streets Within the Property.** Streets adjacent to the Property are public streets and maintained by applicable governmental authorities. Streets within the Property are private and maintained by the Association.

4.19.1. **Private Streets.** Any private streets located within the Property are General Common Elements and are maintained and administered by the Association. The Association, acting through the Board has the express authority to adopt, amend, repeal, and enforce the rules, regulations and procedures for use of private streets, including but not limited to:

- (i) Identification of vehicles used by Owners and Residents and their guests.
- (ii) Designation of parking or no-parking areas.
- (iii) Limitations or prohibitions on curbside parking.
- (iv) Removal or prohibition of vehicles that violate applicable rules and regulations.
- (v) Fines for violations of applicable rules and regulations.

4.19.2. **Public Streets.** Public streets are not Common Elements, but may be maintained and/or regulated by the Association to the extent they are not maintained or regulated by the City or county. As to public streets, the Association, acting through the Board, is specifically authorized: (i) to accept from applicable governmental authorities any delegation of street-related duties; and (ii) to act as attorney in fact for the Owners in executing instruments required by public ordinance or public law to impose, modify, or remove restrictions or traffic devices (such as speed bumps) on public streets serving and adjacent to the Property.

ARTICLE 5
UNITS, LIMITED COMMON ELEMENTS & ALLOCATIONS

5.1. **Initial Submitted Units and Maximum Number of Units.** The Regime initially consists of zero (0) Attached Units and one hundred fifteen (115) Detached Units. During the Development Period, Declarant, as permitted in Appendix "A", has reserved the right to create a total of one hundred fifty (150) Units on the Property and additional property added to the Regime. To add additional Units to the Regime established by the Declaration, Declarant shall prepare, execute, and record an amendment to this Declaration and the Plat and Plans which amendment will: (i) assign an identifying number to each new Unit; (ii) reallocate the Common Interest Allocation (as defined below) among all Units then existing within the Regime; (iii) describe any Limited Common Elements; if any, created or designated to each new Unit; and (iv) with respect to new Units, include the information required by Section 82.055 and Section 82.059(b) of the Texas Uniform Condominium Act. To add additional property to the Regime, Declarant will execute and Record a declaration of annexation, which will include a description of the additional real property. The declaration of annexation may also include a description of the Units added to the Regime if the Declarant elects to create Units upon Recordation of the declaration of annexation OR Declarant may elect to create additional Units or Common Elements on the additional property subsequent to the recordation of the declaration of annexation. No assurance is given as to the dispersion of new Units, total number of new Units, or size of such Units.

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

5.2.1. Attached Units.

- (i) **Lower Boundary.** The top surface of the concrete slab foundation is the horizontal plane defining the Attached Unit's lower boundary. The actual concrete slab foundation is a General Common Element. Anything on or affixed to the top of the foundation is part of the Attached Unit.
- (ii) **Upper Boundary.** The bottom or inside surface of the roof sheathing is the horizontal plane defining the Unit's upper boundary.
- (iii) **Lateral Boundaries – Exterior Walls.** On perimeter walls, the Unit's lateral boundaries are the planes defined by the inside-facing surfaces of the material comprising the outermost component of the exterior wall and by the outside-facing surfaces of the outermost component of doors and windows in the perimeter walls. For example, if the outermost material is brick, the Unit extends to the inside-facing surface of the brick wall, and includes the entire wall cavity. All doors and windows servicing a single Unit are part of that Unit.

- (iv) Lateral Boundaries – Interior Walls. On interior walls, i.e., walls between Units, the Attached Unit's lateral boundaries are the planes defined by the midpoints of the interior wall. The Attached Unit on each side of a interior wall extends to the middle of the interior wall.
- (v) Garages. Any garage that is attached to a Unit is part of that Unit.
- (vi) Patios. Any patio or deck that is attached to the living area of a Unit and which is accessed via the Unit's living area is part of the Unit. The boundaries of the patio portion of a Unit are the outermost construction materials of the walls, floors, railings, and ceilings (if any) of the patio area, including, for example, stucco walls and metal railings.

5.2.2. Detached Units.

- (i) Lower Boundary. The horizontal plane corresponding to the finished grade of the land within the Detached Unit as described and defined on Attachment 1.
- (ii) Upper Boundary. The horizontal plane parallel to and fifty feet (50') above the lower boundary of the Detached Unit.
- (iii) Lateral Boundaries. A plane located on each side of a Detached Unit perpendicular to the lower and upper horizontal planes, from the lower boundary of the Detached Unit to the upper boundary of the Detached Unit.

Detached Units

Although a Detached Unit resembles a platted lot: (i) a Detached Unit does not include land; (ii) the conveyance of a Detached Unit is not a metes and bounds conveyance of land; and (iii) the creation of a Detached Unit does not constitute a subdivision of land. Instead, each Detached Unit is the surface of a designated piece of land, and everything above the surface for 50 feet, and anything below the surface that serves or supports the above-surface Improvements.

5.3. What Each Unit Includes. Each Unit (including both Attached Units and Detached Units) includes the spaces and Improvements within the above-described boundaries, including without limitation, any windows, window screens and frames, exterior doors and door hardware, attic area, firebox and fireplace flue.

5.3.1. Exclusions. Except as specifically included above, each Unit excludes the spaces and Improvements lying outside of the boundaries of the Unit.

5.3.2. Inconsistency with Plans. If the foregoing description of Unit boundaries is inconsistent with the Plats and Plans, then this Section will control.

5.3.3. Representations of Size. The space contained within the Unit's boundaries is not related to the size of the Unit's living areas. Similarly, the Units may be marketed on the basis of a limited number of representational floorplans, each of which is marked with a rounded and estimated size of air-conditioned space, taken from pre-construction architectural drawings. Those marketing sizes may vary from the size of the actual space contained within the Unit's vertical and horizontal boundaries and the actual area contained within the air conditioned space of the Unit.

SIZE OF UNIT

The size of a Unit may be measured different ways for different purposes, such as for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. No single measurement is definitive for all purposes. Measurements may be of the area under roof, or the air conditioned space, or the area within the Unit's legal boundaries. The Unit's partition wall cavities and/or its perimeter wall cavities may or may not be included. The Unit's garage area, attic area, front porch, and/or balcony space may or may not be included.

5.4. Initial Designations Of Limited Common Elements. The following portions of the Common Elements are Limited Common Elements assigned to the Units.

5.4.1. Shown on Plats and Plans. 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.

5.4.2. Appurtenant Areas. Only to the extent they are not part of the Unit, any front porch, sidewalk or fenced yard space that is obviously intended for the sole and exclusive use of the Unit to which the area is appurtenant is deemed a Limited Common Element, whether or not the area is so designated on Plats and Plans. In the case of fenced yard space, such area shall constitute Yard Area allocated to the appurtenant Unit. If the boundaries of an appurtenant area change, with the Board's approval, the altered boundaries of the appurtenant area are the boundaries of the Limited Common Element.

5.5. Subsequent Allocation of Limited Common Elements. A Common Element not allocated by this Declaration as a Limited Common Element may be so allocated only pursuant to the provisions of this Article. Declarant reserves the right in Appendix "A" of this Declaration, to create and assign Limited Common Elements within the Property.

5.6. Designation of Building LCE. It is anticipated that Buildings with Attached Units will be added to this Declaration in accordance with *Section 5.1* above. Until such time as a Building with Attached Units has been added to the terms and provisions of this Declaration, the Regime will not include Building LCE. Instead, the components of the Building defined as

Building LCE pursuant to this Declaration will be considered General Common Elements. On the date an amendment to this Declaration is Recorded which adds one or more Buildings with Attached Units to the terms and provisions of this Declaration, such components of the Building will be considered Building LCE.

5.7. **Common Interest Allocation.** The percentage of interest in the Common Elements (the "**Common Interest Allocation**") allocated to each Unit is set forth on Attachment 3 and is assigned in accordance with a ratio of one (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.

5.8. **Common Expense Liabilities.** The percentage of liability for common expenses allocated to each Unit and levied pursuant to Article 6 is equivalent to the Common Interest Allocation assigned to the Unit.

5.9. **Building LCE Allocation.** The percentage of liability for Building LCE Assessments ("**Building LCE Allocation**") is set forth on Attachment 2. As there are no Attached Units in the Regime initially, no Building LCE Allocation has been made. However, on the date an amendment to this Declaration is Recorded which adds one or more Buildings with Attached Units to the terms and provisions of this Declaration, such components of the Building will be considered Building LCE, and the Building LCE Allocation will be allocated equally among all Attached Units. In the event an Attached Unit is converted into additional Attached Units, the Building LCE Allocation originally assigned to the Attached Unit will be reallocated equally among all Attached Units created from such conversion.

5.10. **Votes.** One (1) vote is allocated to each Unit. The one vote appurtenant to each Unit is weighted equally for all votes, regardless of the other allocations appurtenant to the Unit. In other words, the one vote appurtenant to each Unit is uniform and equal to the vote appurtenant to every other 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 Property was developed. 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

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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 exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Elements or by abandonment of his 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 six (6) types of Assessments: Regular, Special, Utility, Individual, Building LCE 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 Common Elements, , and Improvements, equipment, signage, and property owned by the Association.
- (ii) Provision of the Landscape Services to the Yard Areas.
- (iii) Maintenance examination and report, as required by *Article 9*.
- (iv) Utilities billed to the Association.
- (v) Pest control.
- (vi) Services obtained by the Association and available to all Units.
- (vii) Taxes on property owned by the Association and the Association's income taxes.
- (viii) Management, legal, accounting, auditing, and professional fees for services to the Association.
- (ix) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.
- (x) Insurance premiums and deductibles.
- (xi) Contributions to the reserve funds.

- (xii) Any other expense which the Association is required by Applicable Law or the Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Regime or for enforcement of the Documents.

6.4.2. Annual Budget-Regular. The Board will prepare and approve 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 for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to each Owner, although failure to receive a budget or budget summary will not affect an Owner's liability for Assessments. The Board will provide copies of the budget to Owners who make written request and pay a reasonable copy charge.

6.4.3. Basis of Regular Assessments. Regular Assessments will be based on the annual budget, minus estimated income from sources other than Regular Assessments. Each Unit will be liable for its allocated share of the annual budget. 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.

6.4.4. Supplemental Increases. 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 may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency.

6.5. Special Assessments. In addition to Regular Assessments, Individual Assessments, Deficiency Assessments, Building LCE Assessments and Utility Assessments, the Board may levy one (1) 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 reserve funds. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the following purposes must be approved by at least a Majority of the votes in the Association: (i) acquisition of real property; and (ii) construction of additional Improvements within the Regime (excluding the repair or replacement of existing Improvements).

6.6. Building LCE Assessments.

6.6.1. Purpose of Building LCE Assessments. Building LCE Assessments are used for:

- (i) Maintenance, repair, and replacement, as necessary, of Buildings with Attached Units.

- (ii) Services billed to the Association and serving only the Attached Units and not otherwise allocable to a particular Attached Unit.
- (iii) Insurance premiums and deductibles attributable to Buildings which include Attached Units.
- (iv) Contributions to the reserve funds attributable to Buildings which include Attached Units.

6.6.2. Annual Budget-Building LCE Assessments. Each fiscal year, the Board will prepare and approve an annual budget with the estimated expenses to be incurred by the Association pursuant to *Section 6.4.2* above. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to the Owner of each Attached Unit, although failure to receive a budget or budget summary will not affect an Owner's liability for Building LCE Assessments.

6.6.3. Basis of Building LCE Assessments. Building LCE Assessments will be based on the annual budget for a particular Building, minus estimated income from sources other than Building LCE Assessments. Each Attached Unit will be liable for Building LCE Assessments based on such Attached Unit's Building LCE Allocation. If the Board does not approve an annual budget or fails to determine new Building LCE Assessments for any year, or delays in doing so, Owners of Attached Units will continue to pay the applicable Building LCE Assessments as last determined.

6.6.4. Supplemental Increases. If during the course of a year the Board determines that Building LCE Assessments are insufficient to cover the estimated expenses for the remainder of the year, the Board may increase Building LCE Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency.

Owners of Attached Units will pay Building LCE Assessments in addition to the Regular Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments. The Building LCE Assessments are for, inter alia, the repair, replacement, and maintenance (including the reserves) of Buildings with Attached Units.

6.7. Utility Assessments. This Section applies to utilities serving the individual Units and consumed by the Residents that are billed to the Association by the utility provider, and which may or may not be submetered by or through the Association. In addition to Regular Assessments, the Board may levy a Utility Assessment against each Unit. If the Units are submetered for consumption of a utility, the Utility Assessment will be based on the submeter reading. If the Units are not submetered, the Board may allocate the Association's utility charges among the Units by any conventional method for similar types of properties. 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 submetering services. The Board may, from time to time, change the method allocation, provided the same type of method or combination of methods is used for all Units.

6.8. **Individual Assessments.** In addition to Regular Assessments, Special Assessments, Deficiency Assessments and Building LCE 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: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Unit into compliance with the Documents; fines for violations of the Documents; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; sub-metered utilities serving a particular Unit; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Unit; common expenses that benefit fewer than all of the Units, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Unit basis; "pass through" expenses for services to Units provided through the Association and which are equitably paid by each Unit according to benefit received; and insurance premiums and deductibles attributable to Detached Units.

6.9. **Deficiency Assessments.** The Board may levy a Deficiency Assessment against all Units for the purpose of defraying, in whole or in part, the cost of repair or restoration for General Common Elements if insurance proceeds or condemnation awards prove insufficient.

6.10. **Working Capital Fund.** Upon the transfer of a Unit (including both transfers from Declarant to the initial Owner, and transfers from one Owner to a subsequent Owner), a working capital fee in an amount equal to two (2) months of Regular Assessments will be paid by the transferee of the Unit to the Association for the Association's working capital fund. Upon termination of the Development Period (and only at such time), the Board will be permitted to modify any working capital fund assessment payable on the transfer of a Unit. Each working capital contribution will be collected upon the conveyance of the Unit from one Owner (including Declarant) 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 working capital 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. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. Declarant may not use working capital fees collected hereunder to pay operational expenses of the Association until the Declarant Control Period terminates.

6.11. **Building LCE Contribution.** Upon the transfer of an Attached Unit, including both transfers from Declarant to the initial Owner and transfers the from one Owner to a subsequent Owner, a fee equal to two (2) months of estimated Building LCE Assessments will be paid from the transferee of the Attached Unit to the Association for expenses to be incurred

by the Association for maintenance of the Building LCE. Upon termination of the Development Period (and only at such time), the Board will be permitted to modify the Building LCE contribution which is payable on the transfer of an Attached Unit. Each contribution will be collected upon the conveyance of the Attached Unit from one Owner (including Declarant) to another (expressly including any re-conveyances of the Attached Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers will not be subject to the 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. Building LCE contributions are not advance payments of Building LCE Assessments and are not refundable

6.12. **Reserve Fund Contribution.** Upon the transfer of a Unit from one Owner to a subsequent Owner (but excluding transfers from Declarant to the initial Owner), a fee equal to one (1) month of Regular Assessments will be paid by the transferee of the Unit to the Association for the Association's replacement reserve funds. Upon termination of the Development Period (and only at such time), the Board will be permitted to modify any reserve fund assessment payable on the transfer of a Unit. Each reserve fund contribution will be collected upon the conveyance of the Unit from one Owner (including Declarant) 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. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. Declarant may not use reserve fund fees collected hereunder to pay operational expenses until the Declarant Control Period terminates.

6.13. **Due Date.** Regular Assessments, Building LCE Assessments and Utility Assessments are due on the first calendar day of each month or on such other date 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. 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 Special, Individual, or Deficiency Assessment is given.

6.14. **Reserve Funds.** The Association will establish, maintain, and accumulate reserves for operations and for replacement and repair. The Association will budget for reserves and may fund reserves out of Regular Assessments.

6.14.1. **Operations Reserves.** The Association may maintain operations 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.

6.14.2. Replacement & Repair Reserves-General Common Elements. The Association will maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements.

6.15. Declarant's Right To Inspect And Correct Accounts. For a period of ten (10) years after termination of the Declarant Control Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts from the formation of the Association until the termination of the Declarant Control Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. By way of illustration but not limitation, Declarant may find it necessary to recharacterize an expense or payment to conform to Declarant's obligations under the Documents or Applicable Law. This Section may not be construed to create a duty for Declarant or a right for the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant a right of access to the Association's books and records that is independent of Declarant's rights during the Declarant Control and Development Periods.

6.16. Association's Right To Borrow Money. The Association is granted the right to borrow money, subject to the consent of Owners representing at least a Majority of the votes in the Association and the ability of the Association to repay the borrowed funds from Assessments. 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, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

6.17. Limitations 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 law, the excess amount will be applied to the reduction of unpaid Special and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6.18. Audited Financial Statements. The Association shall have an audited financial statement for the preceding full fiscal year of the Association prepared and made available in accordance with the requirements of the Act.

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, and each prospective Owner, is placed on notice that his title may be subject to the continuing lien for Assessments attributable to a period prior to the date he purchased his Unit. An express lien on each Unit is hereby granted and conveyed by Declarant to 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 the original 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 superior to a lien for construction of Improvements to the Unit, regardless of when Recorded or perfected. It 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, and for the Owner's pro rata share of the pre-foreclosure deficiency as a common expense.

<p style="text-align:center">If you fail to pay Assessments to the Association, you may lose title to your Unit if the Association forecloses its assessment lien.</p>
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7.4. **Notice and Release of Notice.** 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 Association, at its option, may cause a notice of the lien to be Recorded. 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, and except as prohibited under Applicable Law, each Owner grants to the Association a private power of non-judicial sale in connection with the Association's assessment lien. To the fullest extent permitted under Applicable Law, the Board may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's

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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 recorded in the minutes of a Board meeting.

7.6. **Foreclosure of Lien.** The Assessment lien may be enforced by judicial or, to the fullest extent permitted under Applicable Law, 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 foreclosure sale 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 delinquent Assessments. From time to time, the Association may delegate some or all of the 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 its 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 lesser of eighteen percent (18%) per annum or the maximum permitted by law. If the Board fails to establish a rate, the rate is ten percent (10%) per annum.

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 twenty percent (20%) 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 account become 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 account, 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: Individual Assessments, Deficiency Assessments, Special Assessments, Building LCE Assessments, Utility Assessments, and (lastly) 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. **Association Maintains.** The Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association maintains, repairs and replaces, as a common expense, all General, Limited Common Elements and, subject to the provisions of *Section 9.2* below, all Yard Area. The Association also maintains, as a common expense, any component of a Unit delegated to the Association by this Declaration. A summary of the respective maintenance obligations of the Association and each Owner is attached hereto and incorporated herein by reference as Attachment 6 (the "**Maintenance Responsibility Chart**"). Although the Maintenance Responsibility Chart is attached to this Declaration as Attachment 6, it may be amended, restated, and published as a separate instrument. Any amended or restated Maintenance Responsibility Chart must be: (i) reflected in the Association's annual budget and reserve funds; and (ii) Recorded.

9.2. **Landscape Services.**

9.2.1. **Generally.** The Association will cause the Landscape Services to be provided to each Unit, accordingly, the Association is hereby granted an easement over and across each Unit and any Yard Area allocated thereto to the extent reasonably necessary or convenient for the Association or its designated landscaping contractor to perform the Landscape Services. Access hereunder to each Unit is limited to Monday through Friday, between the hours of 7 a.m. until 6 p.m., and then only in conjunction with actual performance of Landscape Services. If the Association damages any Improvements located within a Unit or Yard Area in exercising the easement granted hereunder, the Association will be required to restore such Improvements to the condition which existed prior to any such damage, at the Association's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Association is notified in writing of the damage by the Owner of the damaged Improvements.

9.2.2. **Dates.** The Association or its designated landscape company may, from time to time, provide each Owner with a schedule of dates on which the Landscape Services will be performed.

9.2.3. **Irrigation.** Each Owner will be required to water turf thoroughly after the application of fertilizer. Each Owner is also responsible for irrigation and all costs associated therewith (unless otherwise discharged by the Association) and must properly irrigate all yard areas within such Owner's Unit. Unless otherwise expressly approved by the Board, the Landscape Services will not include irrigation or the repair and maintenance of irrigation facilities. Each Owner will refrain from irrigating the front yard areas during the performance of Landscape Services.

9.2.4. **Cost.** The cost of all Landscape Services will be a Common Expense.

Notwithstanding the foregoing, in the event for any reason the Association is unable to access Yard Area, the Association will be relieved of its obligation hereunder to provide Landscape Services to such Yard Area until such time that the Association is able to access such Yard Area.

9.3. **Inspection Obligations.**

9.3.1. **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, licensed individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the Regime.

9.3.2. **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 report the contents of such written reports to the members of the Association at the next meeting of the members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association. Subject to the provisions of the Declaration below, 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.

9.3.3. **Notice to Declarant.** During the Development Period, the Association shall, if requested by Declarant, deliver to Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide Declarant (or its designee) with a copy of all written reports prepared by the inspectors.

9.3.4. **Limitation.** The provisions of this Section shall not apply during the Declarant Control Period unless otherwise directed by the Declarant.

9.4. **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 his Unit, except for components expressly assigned to the Association by this Declaration.
- (ii) The routine cleaning of any balcony, porch, or deck area of his Unit, keeping same in a neat, clean, odorless, orderly, and attractive condition.

- (iii) To maintain, repair, and replace all portions of the Property for which he 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 his own willful or negligent acts and those of his or the 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.
- (vi) To maintain Yard Area, except to the extent maintained by the Association pursuant to *Section 9.2* of the Declaration.

9.5. **Disputes.** If a dispute arises regarding the allocation of maintenance responsibilities by this Declaration, the dispute will be resolved by delegating responsibility to the Declarant during the Development Period, and to the Board thereafter. 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 that all components and areas not expressly delegated to the Association are the responsibility of the individual Owners.

9.6. **Sheetrock.** Notwithstanding anything to the contrary in the Documents, the Association is not responsible for the repair and replacement of sheetrock in any Unit, or for any surface treatments on the sheetrock, regardless of the source of damage and the availability of insurance. This provision is provided for the benefit of the Association and is warranted by the difficulty of scheduling interior sheetrock work and the possibility that the Owner may not be satisfied with the quality or appearance of spot repairs. If the Association receives insurance proceeds for sheetrock damage to a Unit and chooses to not perform the repairs, the Owner of the damaged Unit is entitled to the proceeds in exchange for identification of the damage and a release from future claims for the same damage.

9.7. **Mold.** In the era in which this Declaration is written, the public and the insurance industry have a heightened awareness of and sensitivity to anything pertaining to mold. This Section addresses that environment. For more information about mold and mold prevention, an Owner should consult a reliable source, such as the U.S. Environmental Protection Agency.

9.7.1. **Owner's Duties.** To reduce the risks associated with concentrations of mold, Owners should be proactive in preventing circumstances conducive to mold,

identifying mold, and eliminating mold. Towards that end, each Owner is responsible for:

- (i) regularly inspecting his entire Unit for evidence of water leaks or penetrations or other conditions which may lead to mold growth;
- (ii) repairing promptly any water leaks, breaks, or malfunctions of any kind in his Unit that may cause damage to another Unit or Common Element;
- (iii) regularly inspecting his entire Unit for visible surface mold and promptly removing same using appropriate procedures; and
- (iv) reporting promptly to the Association any water leak, penetration, break, or malfunction in any portion of his Unit or any adjacent Common Elements for which the Association may have maintenance responsibility.

9.7.2. **Insurance.** Many insurance policies do not cover damages related to mold. The Association may not maintain insurance coverage applicable to mold damage with respect to any Unit. Accordingly, an Owner who wants insurance coverage with respect to mold and mold-related damages is advised to purchase such insurance coverage as part of his homeowners insurance policy.

9.8. **Concrete.** Minor cracks in poured concrete, including foundations, garage floors, sidewalks, driveways and porches, are inevitable as a result of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and settling of the building. Such minor cracking in poured concrete may not warrant repair. The Association's duty to maintain and repair foundations and other concrete or cementuous components of the building does not extend to minor or cosmetic cracking. Generally, the Association is responsible for repair of the following conditions: (i) leakage or seepage through walls or floors; (ii) cracks in concrete, masonry walls, or masonry veneer that exceed one-quarter inch in width; (iii) improper drainage of water from stoops; and (iv) pitting, scaling, or spalling of concrete work. Concrete subflooring on second and third floors of a unit is typically a non-reinforced "lightweight" concrete topping which may develop extensive cracks and disintegration as a result of normal wear and tear and the movement of the structures on which the lightweight concrete is applied. The Association is not responsible for any aspect of the lightweight concrete in any unit, regardless of the source of damage.

FACT: CONCRETE CRACKS

9.9. **Warranty Claims.** If the Owner is the beneficiary of a warranty against defects of the Common Elements, the Owner irrevocably appoints the Association, acting through the Board, as his attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to Common Elements.

9.10. **Owner's Default In Maintenance.** If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which is an Individual Assessment against the Owner and his Unit. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense.

ARTICLE 10

ARCHITECTURAL COVENANTS AND CONTROL

10.1. **Purpose.** During the Development Period, the primary purpose of this Article is to reserve and preserve Declarant's right of architectural control, and the Declarant has the right to regulate every aspect of the exterior of the Property, including the exterior design, use and appearance of Units and Common Elements during such time. After expiration or termination of the Development Period, or Declarant's delegation to the Association of all or a portion of its reserved rights as Architectural Reviewer in accordance with *Section 10.3.3* below, the Association will have 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. **Architectural Reviewer.** The purposes of this Article shall be undertaken by the Architectural Reviewer. Until termination of the Development Period, the Architectural Reviewer shall mean Declarant or its designee. After termination of the Development Period, or Declarant's delegation to the Association of all or a portion of its reserved rights as Architectural Reviewer in accordance with *Section 10.3.3* below, the rights of the Architectural Reviewer, as applicable in the case of a partial delegation in accordance with *Section 10.3.3* below, will automatically be transferred to the Board or a committee appointed by the Board.

10.3. Architectural Control by Declarant.

10.3.1. **Declarant as Architectural Reviewer.** During the Development Period, the Architectural Reviewer shall mean Declarant or its designee, and neither the Association nor the Board, nor a committee appointed by the Association or the Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Declarant may designate one or more Persons from time to time to act on its behalf as Architectural Reviewer in reviewing and responding to applications pursuant to this Article.

10.3.2. **Declarant's Rights Reserved.** 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 that Declarant has a substantial interest in ensuring that the

Improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market Units in its Development or in Declarant's other developments. Accordingly, each Owner agrees that, during the Development Period, no Improvements will be started or progressed or modified without the prior written approval of the Architectural Reviewer, which approval may be granted or withheld at the Architectural Reviewer's sole discretion. In reviewing and acting on an application for approval, the Architectural Reviewer may act solely in its self-interest and owes no duty to any other Person or any organization.

10.3.3. Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights as Architectural Reviewer under this Article to an Architectural Control Committee appointed by the Board or a committee comprised of architects, engineers, or other Persons who may or may not be members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) veto any decision which Declarant, in its sole discretion, determines to be inappropriate or inadvisable for any reason.

UNTIL THE TERMINATION OF THE DEVELOPMENT PERIOD, ONLY THE DECLARANT HAS THE AUTHORITY TO MAKE DECISIONS REGARDING ARCHITECTURAL CONTROL IN THE ASSOCIATION – INCLUDING ALL TASTE, DESIGN AND STANDARDS!

10.4. Architectural Control by Association. Upon Declarant's delegation, in writing, of all or a portion of its reserved rights as Architectural Reviewer to the Board, or upon the termination of the Development Period, the Association will assume jurisdiction over architectural control and will have the powers of the Architectural Reviewer hereunder and the Board, or a committee appointed by the Board, is the Architectural Reviewer and shall exercise all architectural control over the Property.

10.5. Limits on Liability. Neither the Declarant, nor the Board, or their directors, officers, committee members, employees or agents will have any liability for decisions made as Architectural Reviewer in good faith, and which are not arbitrary or capricious. Neither the Declarant, nor the Board, or their directors, officers, committee members, employees or agents are responsible for: (i) errors in or omissions from the plans and specifications submitted to the Board; (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 Applicable Law. 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.

10.6. **Prohibition of Construction, Alteration and Improvement.** Without the Architectural Reviewer's prior written approval, a Person may not commence or continue any construction, alteration, addition, Improvement, installation, modification, redecoration, or reconstruction of or to the Property, or do anything that affects the appearance, use, or structural integrity of the Property.

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

10.7. **No Deemed or Verbal Approval.** Approval by the Architectural Reviewer may not be deemed, construed, or implied from an action, a lack of action, or a verbal statement by the Declarant, Declarant's representative or designee or the Association, an Association director or officer, a member or chair of the Declarant or Board-appointed architectural control committee, the Association's manager, or any other representative of the Association. To be valid, approval of the Architectural Reviewer must be: (i) in writing; (ii) on a form or letterhead issued by the Architectural Reviewer; (iii) signed and dated by a duly authorized representative of the Architectural Reviewer, designated for that purpose; (iv) specific to a Unit; and (v) accompanied by detailed plans and specifications showing the proposed change. If the Architectural Reviewer fails to respond in writing – negatively, affirmatively, or requesting information – within sixty (60) days after the Architectural Reviewer's actual receipt of the Owner's application, **the application is deemed denied. Under no circumstance may approval of the Architectural Reviewer be deemed, implied or presumed.** If the Architectural Reviewer approves a change, the Owner or the Architectural Reviewer may require that the architectural approval be Recorded. Architectural Reviewer approval of an architectural change automatically terminates if work on the approved Improvement has not started by the commencement date stated in the Architectural Reviewer's approval or, if no commencement date is stated, within ninety (90) days after the date of Architectural Reviewer approval.

10.8. **Application.** To request Architectural Reviewer 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 Architectural Reviewer in conjunction with the application. The Architectural Reviewer may return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "Submit Additional Information." The Architectural Reviewer will retain the other set of plans and specifications, together with the application, for the Association's files. The Architectural Reviewer has the right, but not 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.

10.9. **Owner's Duties.** If the Architectural Reviewer approves an Owner's application, the Owner may proceed with the Improvement, provided:

- (i) The Owner complies with *Section 3.3*.
- (ii) The Owner must adhere strictly to the plans and specifications which accompanied his application.
- (iii) The Owner must initiate and complete the Improvement in a timely manner.
- (iv) If the approved application is for work that requires a building permit from the city, the Owner must obtain the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with city requirements. Alternatively, approval by the County does not ensure Architectural Reviewer approval.

ARTICLE 11 USE RESTRICTIONS

11.1. **Variance.** The use of the Regime is subject to the restrictions contained in this Article, and subject to Rules adopted pursuant to this Article. The Board, with the Declarant's written consent during the Development Period, may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing and executed by a Majority of the Board. The grant of a variance shall not constitute a waiver or estoppel of the Association's right to deny a variance in other circumstances.

11.2. **Association's Right To Promulgate Rules and Amend Community Manual.** The Association, acting through the Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. The Association, acting through the Board, is further granted the right to amend, repeal, and enforce the Community Manual, setting forth therein such policies governing the Association as the Board determines; provided, however, that during the Development Period, any amendment to the Community Manual must be approved in advance and in writing by the Declarant.

EVERY RESIDENT IS EXPECTED TO COMPLY WITH RULES ADOPTED BY THE
BOARD OF DIRECTORS

11.3. **Rules and Regulations.** In addition to the restrictions contained in this Article, 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.

11.4. **Animals.** No animal, bird, fish, reptile, or insect of any kind, may be kept, maintained, raised, or bred anywhere on the Property for food or for any commercial purpose. 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 at the Property. If the Rules fail to establish animal occupancy quotas, no more than two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat, may be maintained in each Unit. 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.

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

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

11.7. **Declarant Privileges.** In connection with the development and marketing of the Property, Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other Owners and Residents, as provided in Appendix "A" of this Declaration. Declarant's exercise of a Development Period right that appears to violate a Rule

or a Use Restriction of this Article does not constitute waiver or abandonment of the restriction by the Association.

11.8. **Drainage.** No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Board.

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.

11.10. **Fire Safety.** No person may use, misuse, cover, disconnect, tamper with, or modify the fire and safety equipment of the Property or interfere with the maintenance and/or testing of same by persons authorized by the Association or by public officials.

11.11. **Garages.** Garages may not be enclosed or used for any purpose that would prohibit the parking of operable vehicles therein, without the Board's written authorization. Any automatic garage door opener is to be maintained by the Owner. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving.

11.12. **Landscaping.** No person may perform landscaping, planting, or gardening anywhere upon the Property without the Board's prior written authorization.

11.13. **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 Element.

11.14. **Occupancy.** The Board may adopt Rules regarding the occupancy of Units. If the Rules fail to establish occupancy standards, no more than two (2) persons per bedroom may occupy a Unit, subject to the exception for familial status. The Association's occupancy standard for Residents who qualify for familial status protection under the fair housing laws may not be more restrictive than the minimum (*i.e., the fewest people per Unit*) permitted by the U.S. Department of Housing and Urban Development. A person may not occupy a Unit of the person constitutes a direct threat to the health or safety of other persons, or if the person's occupancy would result in substantial physical damage to the property of others.

11.15. **Residential Use.** The use of a Unit is limited exclusively to residential purposes or any other use permitted by this Declaration. 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 dwelling; (ii) the uses conform to applicable governmental ordinances; (iii) there is no external evidence of the uses; (iv) the uses do not entail visits to the Unit by employees or the public; and (v) the uses do not interfere with Residents' use and enjoyment of neighboring Units. Other than the air conditioned part of a Unit, no thing or structure on the Property may be occupied as residence at any time by any person. This provision applies, without limitation, to the garage.

11.16. **Signs.** Unless prohibited by Applicable Law, no sign of any kind, including signs (including signs advertising Units for sale, for rent or for lease), may be erected, placed, or permitted to remain on the Property or unless written approval has been obtained in advance from the Board. The Board 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, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The Association may effect the immediate removal of any sign or object which has not been approved in advance by the Board or otherwise violates the Documents or any sign guidelines promulgated by the Board, or which the Board deems inconsistent with Property standards without liability for trespass or any other liability connected with the removal. Notwithstanding anything to the contrary stated herein, during the Development Period, the Declarant, and not the Board, must approve all signs.

11.17. **Specific Uses.** Except for ingress and egress, the yards, sidewalks, and driveways on the Property may not be used for any purpose that has not been authorized in writing by the Board.

11.18. **Structural Integrity.** No person may directly or indirectly impair the structural soundness or integrity of a building or other Unit, nor do any work or modification that will impair an easement or real property right.

11.19. **Antenna.** Except as expressly provided below, no exterior radio, television or communications antenna or aerial or satellite dish or disc (collectively, an "Antenna/Dish"), shall be erected, maintained, or placed on a Unit without the prior written approval of the Board.

11.19.1. **Dishes Over One Meter Prohibited.** Unless otherwise approved by the Board, an Antenna/Dish which is over one (1) meter in diameter is prohibited within the Regime.

11.19.2. **Notification.** An Owner or Resident who wishes to install an Antenna/Dish one (1) meter or less in diameter (a "Permitted Antenna") must submit a written notice to the Board or its designee, which notice must include the Owner or Resident's installation plans for the satellite dish.

11.19.3. **One Dish Limitation.** Unless otherwise approved by the Board, only one (1) 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 Board or its designee. 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.

11.19.4. Permitted Installation Locations – Generally. An Owner or Occupant may erect a Permitted Antenna (after written notification has been provided to the Board or its designee) if the Owner or Occupant has an exclusive use area in which to install the antenna. An "exclusive use area" is an area in which only the Owner or Occupant may enter and use to the exclusion of all other Owners and Occupants. Unless otherwise approved by the Board or its designee, the Permitted Antenna must be entirely within the exclusive use area of the Owner's Unit. For example, if a Permitted Antenna is erected on the balcony, the Permitted Antenna may not protrude or extend outside of the balcony. **UNLESS EXPRESSLY APPROVED IN ADVANCE AND IN WRITING BY THE BOARD, NO OWNER OF AN ATTACHED UNIT MAY INSTALL OR ERECT A SATELLITE DISH ON THE ROOF OR EXTERIOR WALL OF THEIR BUILDING.**

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 Occupants of other Units or to the Association. A Permitted Antenna exists at the sole risk of the Owner and/or occupant 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 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 Board of Directors may determine what constitutes a nuisance to the Association. The Board may, from time to time, modify, amend, or supplement the rules regarding installation and placement of a Permitted Antenna.

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

- (i) attached to the back of the Detached Unit, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then
- (ii) attached to the side of Detached 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.

11.20. Vehicles. All vehicles on the Property, whether owned or operated by the Residents or their families and guests, are subject to this Section 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, washing, 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. The Association may effect the removal of any vehicle in violation of this Section or the Rules without liability to the owner or operator of the vehicle.

11.21. **Balconies and Patios.** No articles other than Board-approved patio-type furniture and suitable plants shall be placed on any patios or outside balconies. No linens, cloths, clothing, towels, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, or other articles, shall be stored, shaken or hung from or on any of the windows, doors, patios or balconies or other portions of the Regime. The Board will have the authority to require an Owner or Resident to remove any article from a window, door, terrace, balcony, or deck, if in the sole and exclusive discretion of the Board, the article is unsightly, offensive, or constitutes an annoyance.

11.22. **Wireless Internet Systems.** A wireless Internet communication network ("WiFi System") may be installed or otherwise used in a Unit provided precautions are taken to insure against interfering with, disturbing, or intercepting computer, communications, or other permitted electronic signals, networks, or systems installed in other portions of the Regime. The Association may establish reasonable requirements relating to the installation of WiFi Systems that must be complied with, including, without limitation, requiring assurance from the installation of the system that proper precautions are being taken. Notwithstanding the foregoing, compliance with requirements relating to the installation of WiFi Systems is not a guarantee that any WiFi System installed or otherwise used in a Unit will not interfere with, disturb, or intercept other signals, networks, or systems within the Regime. The Association may require that any WiFi System found to cause such problems be terminated. The Association, Declarant, and their respective current and former partners, members, directors, officers agents employees, affiliates, and committee members, shall not in any way be considered insurers or guarantors of the proper operation or use of any WiFi Systems in the Regime, nor shall any of such Persons be held liable for any loss or damage relating to the use or operation of WiFi Systems in the Regime.

ARTICLE 12

UNIT LEASING

12.1. **Lease Conditions.** The leasing of Units is subject to the following conditions, which shall apply except to the extent otherwise approved in writing by the Board: (i) no Unit may be rented for transient or hotel purposes or for a period less than six (6) months; (ii) no Unit may be subdivided for rent purposes, and not less than an entire Unit may be leased; (iii) all leases must be in writing and must be made subject to the Documents; (iv) an Owner is responsible for providing his tenant with copies of the Documents and notifying him of changes

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

12.2. **Owner Occupancy.** For purposes of this Article, a Unit is considered "Owner occupied" if at least one Resident of an occupied Unit is an Owner of the Unit or is related by blood, marriage, or adoption to an Owner of the Unit, or if the Unit is vacant; provided, however, except that a Unit being offered for lease may not be considered "Owner occupied" even though the Unit is then-vacant or then-occupied by an Owner. In calculating occupancy, Units are counted uniformly regardless of size.

12.3. **Eviction Of Tenants.** Every lease agreement on a Unit, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

12.3.1. **Violation Constitutes Default.** Failure by the tenant or his invitees to comply with the Documents or Applicable Law is deemed to be a default under the lease. When the Association notifies an Owner of his tenant's violation, the Owner will promptly obtain his tenant's 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 State law for the default, including eviction of the tenant, subject to the terms of this Section.

12.3.2. **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 his attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the Documents against his tenants, including but not limited to the authority to institute forcible detainer proceedings against his tenant on his behalf, provided the Association gives the Owner at least ten (10) days' notice, by certified mail, of its intent to so enforce the Documents.

12.3.3. **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 his 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.

12.4. **Exemption.** A Mortgagee that acquires title to the Unit by foreclosure of its deed of trust lien or by deed in lieu of foreclosure of its lien is exempt from the effect of this Article. During the Development Period, Declarant is exempt from the effect of this Article.

ARTICLE 13
ASSOCIATION OPERATIONS

13.1. **Board.** Unless the Documents expressly reserve a right, action, or decision to the Owners, Declarant, 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 its Board of Directors."

13.2. **The 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, 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 at least 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 the Eastwood at Riverside Condominium Community, 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. 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 in the Real Property Records of Travis County, Texas, evidencing diversity of ownership in the Property (that the Property is not owned entirely by Declarant or its affiliates). The Association will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

13.5. **Governance.** The Association will be governed by the 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 that purpose. The Association will be administered in accordance with the Bylaws. 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 ownership interests, or at a meeting by Owners' representing at least a majority of the ownership interests that are represented at the meeting.

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 of at least two-thirds (2/3) of the Units. On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of 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 within the Property, 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 within the Property.

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 meetings of the Association. If a Unit is owned by more than one (1) person or entity, 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 (1) 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 officers, directors, members, employees, and agents that are not justified by the needs of the Association. 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 the Texas Business Organizations Code.

13.10. **Indemnification.** The Association indemnifies every officer, director, and committee member (for purposes of this Section, "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 may 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, Building LCE Assessments and Utility 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 applies to every sale or conveyance of a Unit or an interest in a Unit by an Owner other than Declarant:

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 charged by or paid to a managing agent must have the prior written approval of the Association, are not subject to the Association's assessment lien, and are not payable by the Association. This Section does not obligate the Board or the manager to levy transfer-related fees. This exclusion may be waived by a party to a conveyance who requests transfer-related services or documentation for which fees are charged.

13.12.4. Exclusions. The requirements of this Section 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. Additionally, the requirements of this Section do not apply to the initial conveyance from Declarant.

ARTICLE 14

ENFORCING THE DOCUMENTS

14.1. Notice And Hearing. Before levying a fine for violation of the Documents (other than nonpayment of Assessments), or before levying an Individual Assessment for property damage, 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. Pending the hearing, the Association may continue to exercise its other 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 hearing, provided they are consistent with the requirements of Applicable Law.

14.2. **Remedies.** The remedies provided in this Article for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by 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 erection, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the Board 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 an item of construction on 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 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. Because the insurance requirements of mortgage underwriters are subject to change, as are State-promulgated insurance regulations and policies, this Article tries to balance the need for certain minimum insurance requirements with the desire to adapt to a periodically changing insurance environment. The Board will make every reasonable effort to comply with the requirements of this Article.

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 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 his Unit at his 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 his 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 Eligible Mortgagees, and the insurer will give go 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 his 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 the Notice and hearing Section 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 one-hundred percent (100%) of the replacement cost of any repair or reconstruction In event of damage or destruction from any insured hazard. The Federal National Mortgage Association recommends use of a guaranteed replacement cost endorsement, or a replacement cost endorsement, together with an agreed amount endorsement in case of coinsurance.

15.2.1. Common Property Insured. The Association will insure: (i) General Common Elements; (ii) Limited Common Elements; (iii) Building LCE; and (iv) 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 any 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 HIS PERSONAL BELONGINGS.

15.2.3. Endorsements. To the extent reasonably available, the Association will obtain endorsements to its property insurance policy if required by an Underwriting Lender, such as Inflation Guard Endorsement, Building Ordinance or Law Endorsement, and a Special Condominium Endorsement.

15.3. Board to Make Policies Available. The Board shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their individual insurance needs and each Owner shall have the right to obtain additional coverage at its own expense.

15.4. Form of Policies; Review of Policies. All policies of insurance shall be written with a company licensed to do business in the State of Texas. It shall be the duty of the Board at least once every year to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association and to satisfy the requirements of Section 82.111 of the Act and this Declaration. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to verify that insurance policies in existence meet the needs of the Association and satisfy the requirements of Section 82.111 of the Act and this Declaration.

15.5. Liability Insurance. The Association will maintain a commercial general liability insurance policy over the General Common Elements – expressly excluding the liability of each Owner and Resident within his Unit – for bodily injury and property damage resulting from the operation, maintenance, or use of the General Common Elements. The amount of coverage should be at least that required by an Underwriting Lender, to the extent reasonably available. 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.

15.6. **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.

15.7. **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.

15.8. **Directors And Officers Liability.** The Association may 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.

15.9. **Mortgagee Required Policies.** Unless coverage is not available or has been waived in writing, the Association will maintain any insurance and bond required by an Underwriting Lender for condominium developments as long as an Underwriting Lender is a Mortgagee or an Owner.

15.10. **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.

15.11. **Owner's Responsibility For Insurance.**

15.11.1. **Insurance by Owners.** Each Owner of a Unit will be obligated to maintain property insurance on such Owner's Unit, including 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. Notwithstanding the foregoing, the Board may establish minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by Owners if the insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association or other Owners. If an Owner fails to maintain required insurance, the Board may obtain it on behalf of the Owner who will be obligated for the cost as an Individual Assessment.

15.11.2. **Owners' Responsibilities.** Each Owner, at his expense, will maintain any insurance coverages required by the Association pursuant to this Article. Each Owner at his expense, may obtain additional insurance coverage of his real property, Improvements, and betterments thereto, or personal property.

15.11.3. Association Does Not Insure. The Association does not insure Units, Improvements constructed within a Unit, or an Owner or Resident's personal property. Each Owner and Resident is solely responsible for insuring his personal property in his Unit and within the Regime, including furnishings, vehicles, and stored items. The Association strongly recommends that each Owner and Resident purchase and maintain insurance on his personal belongings.

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, "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 Property. 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) Association directors or that of an agent duly authorized by the Board.

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 Property, 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 Property. 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. Common Elements will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Units will be repaired and restored substantially in accordance with original construction plans and specifications, unless the Association insures betterments and Improvements made by Owners, in which case the Units will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Alternate plans and specifications for repair and restoration of either Common Elements or Units must be approved by Owners of at least two-thirds of the Units and by certain Mortgagees if so required by the Mortgagee Protection article of this Declaration.

16.4. Owner's Duty to Repair.

16.4.1. Uninsured Loss. Within sixty (60) days after the date of damage, the Owner will begin repair or reconstruction of any portion of his Unit not covered by the Association's blanket insurance policy, subject to the right of the Association to supervise, approve, or disapprove repair or restoration during the course thereof.

16.4.2. Insured Loss. If the loss to a Unit is covered by the Association's insurance policy, the Owner will begin repair or restoration of damage on receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve, or disapprove the repair or restoration during the course thereof.

16.4.3. Failure to Repair. If an Owner fails to repair or restore damage as required by this Section, the Association may effect the necessary repairs and levy an Individual Assessment against the Owner and Unit for the cost thereof, after giving an Owner of the Unit reasonable notice of the Association's intent to do so.

16.5. Owner's Liability For Insurance Deductible. If repair or restoration of Common Elements or Units 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 18.3* below.

17.3. **Condemnation.** The Association's response to condemnation of any part of the Property will be governed by Section 82.007 of the Act. On behalf of Owners, but without their consent, the Board may execute an amendment of this Declaration to reallocate allocated interests (including the Building LCE allocation) following condemnation and to describe the altered parameters of the Property. 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 law, execute an amendment without the prior consent of Owners to describe the altered parameters of the Property 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. Some sections of this Article apply to "Mortgagees," as defined in Article 1. Other sections apply to "Eligible Mortgagees," as defined below.

18.1.1. **Known Mortgagees.** An Owner who mortgages his Unit will notify the Association, giving the complete name and address of his mortgagee and the loan number. The Association's obligations to mortgagees under the Documents extend only to those mortgagees known to the Association. All actions and approvals required by mortgagees will be conclusively satisfied by the mortgagees known to the Association, without regard to other holders of mortgages on Units. The Association may rely on the information provided by Owners and mortgagees.

18.1.2. **Eligible Mortgagees.** "Eligible Mortgagee" means the holder, insurer, or guarantor of a first purchase money mortgage secured by a Recorded deed of trust lien against a Unit who has submitted to the Association a written notice containing its name and address, the loan number, and the identifying number and street address of the mortgaged Unit. A single notice per Unit will be valid so long as the Eligible Mortgagee holds a mortgage on the Unit. The Board will maintain this information. The Association will treat the notice as the Eligible Mortgagee's request to be notified of any proposed action requiring the consent of Eligible Mortgagees. A provision of the Documents requiring the approval of a specified percentage of Eligible Mortgagees will be based on the number of Units subject to mortgages held by Eligible Mortgagees. For

example, "51 percent of Eligible Mortgagees" means Eligible Mortgagees of fifty-one percent (51%) of the Units that are subject to mortgages held by Eligible Mortgagees.

18.2. **Amendment.** This Article 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 and other provisions of the Documents, as necessary, to meet the requirements of the Underwriting Lender.

18.3. **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 at least eighty percent (80%) of the total votes in the Association; (ii) Declarant during the Development Period; and (iii) sixty-seven percent (67%) of Eligible Mortgagees.

18.4. **Implied Approval.** The approval of an Eligible Mortgagee is implied when the Eligible 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.

18.5. **Other Mortgagee Rights.**

18.5.1. **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.

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

18.5.3. **Attendance at Meetings.** A representative of an Eligible Mortgagee may attend and address any meeting which an Owner may attend.

18.5.4. **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.

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

18.6. 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 coverages, to the extent they are 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.

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

- (i) Any condemnation or casualty loss that affects a material portion of the Property or the mortgaged Unit.
- (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 Eligible Mortgagees.
- (v) Any proposed amendment of a material nature, as provided in this Article.
- (vi) Any proposed termination of the condominium status of the Property.

18.8. 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 votes in the Association, and by at least fifty-one percent (51%) of Eligible Mortgagees. **THIS APPROVAL REQUIREMENT DOES NOT APPLY TO AMENDMENTS EFFECTED BY THE EXERCISE OF A DEVELOPMENT RIGHT PROVIDED IN APPENDIX "A" ATTACHED HERETO.** A change to any of the provisions governing the following would be considered material:

- (i) Voting rights.
- (ii) Assessment liens or the priority of assessment liens.
- (iii) Reductions in reserves for maintenance, repair, and replacement of Common Elements.

- (iv) Responsibility for maintenance and repairs.
- (v) Reallocation of interests in the General Common Elements or Limited Common Elements, or rights to their use; except that when Limited Common Elements are reallocated by Declarant pursuant to any rights reserved by Declarant pursuant to Appendix "A", by agreement between Owners (only those Owners and only the Eligible Mortgagees holding mortgages against those Units need approve the action).
- (vi) Redefinitions of boundaries of Units, except that when boundaries of only adjoining Units are involved, then only those owners and the Eligible Mortgagees holding mortgages against the Unit or Units need approve the action.
- (vii) Convertibility of Units into Common Elements or Common Elements into Units.
- (viii) Expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Property.
- (ix) Property or fidelity insurance requirements.
- (x) Imposition of any restrictions on the leasing of Units.
- (xi) Imposition of any restrictions on Owners' right to sell or transfer their Units.
- (xii) Restoration or repair of the Property, in a manner other than that specified in the Documents, after hazard damage or partial condemnation.
- (xiii) 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 of this Declaration may be executed by Declarant acting alone, or by certain Owners acting alone, or by the Board acting alone. Otherwise, amendments to this Declaration must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association.

19.2. **Amendments Generally.** For amendments requiring the consent of Eligible Mortgagees, the Association will send each Eligible Mortgagee a detailed description, if not the exact wording, of any proposed amendment. Notwithstanding any provisions in this

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Declaration to the contrary, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) provision of this Declaration that benefits Declarant; (ii) rights, privileges, easements, protections, or defenses of Declarant; or (iii) rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and Recorded with such amendment. In addition, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) permissible use of a Unit absent the consent of the Owner(s) of the Unit affected by the change in permissible use; or (ii) any license, easement or other contractual rights contained in this Declaration, including, without limitation, any easement, right and license benefiting or in favor of the Declarant.

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, Eligible Mortgagees; provided, however, this Subsection (ii) will not apply for amendments prosecuted by Declarant pursuant to any rights reserved by Declarant under this Declaration; and (iii) Recorded.

19.4. **Declarant Rights.** Declarant has an exclusive right to unilaterally amend this Declaration for the purposes stated in Appendix "A". An amendment that may be executed by Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect Declarant's rights under this Declaration or the Act without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument. Because Appendix "A" of this Declaration is destined to become obsolete, beginning seven (7) years after the date this Declaration is first recorded, the Board may restate, rerecord, or publish this Declaration without Appendix "A". The automatic expiration and subsequent deletion of Appendix "A" does not constitute an amendment of this Declaration. This Section may not be amended without Declarant's written and acknowledged consent.

ARTICLE 20 DISPUTE RESOLUTION

20.1. **Introduction and Definitions.** The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

20.1.1. "**Claim**" means any claim, grievance, or dispute between Parties involving the Property, except Exempt Claims as defined below, and including without limitation:

- (i) Claims relating to the rights and/or duties of Declarant, or its permitted assigns, under the Documents.
- (ii) Claims relating to the design or construction of the Property or any Improvement by Declarant, its permitted assigns, its contractor or subcontractors, or its designee.

20.1.2. "Claimant" means any Party having a Claim against any other Party.

20.1.3. "Exempt Claims" means the following claims or actions, which are exempt from this Article:

- (i) The Association's claim for Assessments and any action by the Association to collect Assessments.
- (ii) An action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration.
- (iii) Any enforcement by the Association or the Declarant of the easements, architectural control, maintenance, and use restrictions of this Declaration; provided, however, that any enforcement action brought by the Association against the Declarant, or vice versa, is not an Exempt Claim hereunder.
- (iv) A suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

20.1.4. "Respondent" means any Party against which a Claim has been asserted by a Claimant.

20.2. **Mandatory Procedures.** Claimant may not initiate any proceeding before any administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in *Section 20.7* below, a Claim will be resolved by binding arbitration.

20.3. **Notice.** Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) 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 20.4* 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 20.4*, to comply with the terms and provisions of *Section 27.004* during such sixty (60) day period. *Section 20.4* 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 20.5* 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 20.5* is required without regard to the monetary amount of the Claim.

20.4. **Negotiation.** Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (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.

20.5. **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 20.5*.

20.6. **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.

20.7. **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 20.7*. This Section may not be amended

without the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding at least seventy percent (70%) of the votes in the Association.

20.7.1. Governing Rules. If a Claim has not been resolved after Mediation as required by *Section 20.5*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 20.7* 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 "Construction Industry Dispute Resolution Procedures" 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 20.7*, this *Section 20.7* 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 a panel of three (3) arbitrators, to be chosen as follows:

- (i) one (1) arbitrator shall be selected by Respondent, in its sole and absolute discretion;
- (ii) one (1) arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and
- (iii) one (1) arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

20.7.2. Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 20.7* 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.

20.7.3. Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 20.7.*

20.7.4. 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 that the arbitrator deem just and equitable and within the scope of this *Section 20.7*; provided, however, that 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. The arbitrator may also grant such ancillary relief as is necessary to make effective the award. In all arbitration proceedings in which the amount in controversy exceeds \$50,000.00, in the aggregate, the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings in which the amount in controversy exceeds \$50,000.00, in the aggregate, the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on an incorrect or erroneous ruling of law by appeal to an appropriate court having jurisdiction; provided, however, that any such application for vacation or modification of an award based on an incorrect ruling of law must be filed in a court having jurisdiction over the Claim within fifteen (15) days from the date the award is rendered. The arbitrator's findings of fact shall be binding on all parties and shall not be subject to further review except as otherwise allowed by Applicable Law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

20.7.5. 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. The arbitrator shall have the power to award recovery of all costs and fees (including attorney's fees, administrative fees, and arbitrator's fees) to the prevailing party. 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.

20.8. **Allocation Of Costs.** Except as otherwise provided in this Article, 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 attorneys fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

20.9. **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. The Respondent and Claimant to any Exempt Claim may mutually agree to submit such Exempt Claim to the negotiation, mediation, and/or arbitration sections above.

20.10. **Period of Limitation.**

20.10.1. **For Actions by an Owner or Resident of a Unit.** The exclusive period of limitation for any of the Parties to bring any Claim of any nature against Declarant or its contractors, including, but not limited to, a Claim of construction defect or defective design of a Unit, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner or Resident discovered or reasonably should have discovered evidence of the Claim, provided, however, that in no event shall the limitation period exceed four (4) years and one (1) day from the date Declarant conveyed the Unit to the original Owner unless the basis of the Claim was intentionally concealed or willfully concealed by Declarant or its contractors, in which case, the state law governing the limitation period and period of repose shall apply to the Claim; or (ii) for Claims other than those alleging construction defect or defective design, two (2) years and one (1) day after the date Declarant conveyed the Unit to the original Owner or such other shorter period specified in any written agreement between Declarant and the Owner to whom Declarant initially conveyed the Unit, unless the basis of the Claim was intentional fraud or willful misconduct, in which case, the Applicable Law governing the limitation period and period of repose shall apply to the Claim.

20.10.2. **For Actions by the Association.** The exclusive period of limitation for the Association to bring any Claim of any nature against Declarant or its contractors, including, but not limited to, a Claim of construction defect or defective design of the Common Elements, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim, provided, however, that in no event shall the limitation period exceed four (4) years from the date Declarant substantially completed the Common Elements unless the basis of the Claim was intentionally concealed or willfully concealed by Declarant or its contractors, in which case, the state law governing the limitation period and period of repose shall apply to the Claim; or (ii) for Claims other than those alleging construction defect or defective design of the Common Elements, two (2) years and one (1) day after

the Declarant Control Period, unless the basis of the Claim was intentional fraud or willful misconduct, in which case, the Applicable Law governing the limitation period and period of repose shall apply to the Claim.

20.11. **Approval & Settlement.** Notwithstanding any provision in this Article to the contrary, the initiation of binding arbitration as required by this Article is subject to the following conditions:

20.11.1. **Owner Acceptance.** 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 this *Section 20.11* and Article 20.

20.11.2. **Owner Approval.** The Association may not initiate binding arbitration or any judicial proceeding without the prior approval of Owners holding at least a Majority of the votes in the Association, except that no such approval is required for the initiation of arbitration or litigation to resolve any Exempt Claim.

20.11.3. **Funding Arbitration and Litigation.** Except for Exempt Claims, the Association must levy a Special Assessment to fund the estimated costs of arbitration conducted pursuant to this Article 20 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.

20.11.4. **Settlement.** The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate the settlement of arbitration and litigation, and may execute any document related thereto, such as settlement agreement and waiver or release of claims.

This *Section 20.11* may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding seventy percent (70%) of the votes in the Association.

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 personally or by mail. 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 of created.

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 Laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasigovernmental entity having jurisdiction over the Association or Property.

21.3. **Higher Authority.** The documents are subordinate to federal and State law, and local ordinances. 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 Property, 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. **Declarant as Attorney in Fact and Proxy.** To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to Appendix "A" and elsewhere in this Declaration, each Owner, by accepting a deed to a Unit and each Mortgagee, by accepting the benefits of a Mortgage against a Unit within the Regime, and any other Person, by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Unit in the Regime, shall thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and Person's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act

permitted or required to be performed by Declarant pursuant to Appendix "A" or elsewhere in this Declaration. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee, and/or Person, shall be deemed, conclusively, to be coupled with an interest and shall survive the dissolution, termination, insolvency, bankruptcy, incompetency, and death of an Owner, Mortgagee, and/or Person and shall be binding upon the legal representatives, administrators, executors, successors, heirs, and assigns of each such party. In addition, each Owner, by accepting a deed to a Unit, and each Mortgagee, by accepting the benefits of a Mortgage against a Unit in the Regime, and any Person, by accepting the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien, and/or any other security interest against any Unit in the Regime, shall thereby appoint Declarant the proxy of such Owner, Mortgagee, or Person, with full power of substitution in the premises, to do and perform each and every act permitted or required pursuant to Appendix "A" or elsewhere in this Declaration, and which may otherwise be reasonably necessary in connection therewith, including without limitation, to cast a vote for such Owner, Mortgagee, or Person at any meeting of the Members for the purpose of approving or consenting to any amendment to this Declaration in order to effect and perfect any such act permitted or required pursuant to Appendix "A" or elsewhere in this Declaration and to execute and record amendments on their behalf to such effect; and the power hereby reposed in Declarant, as the attorney-in-fact for each such Owner, Mortgagee, or Person includes, without limitation, the authority to execute a proxy as the act and deed of any Owner, Mortgagee, or Person and, upon termination or revocation of any Owner's proxy as permitted by the Texas Business Organizations Code the authority to execute successive proxies as the act and deed of any Owner, Mortgagee, or Person authorizing Declarant, or any substitute or successor Declarant appointed thereby, to cast a like vote for such Owner at any meeting of the Members of the Association. Furthermore, each Owner, Mortgagee, and Person upon request by Declarant, will execute and deliver a written proxy pursuant to Section 82.110(b) of the Act, including a successive written proxy upon the termination or revocation as permitted by the Act of any earlier proxy, authorizing Declarant, or any substitute or successor Declarant appointed thereby, to cast a like vote for such Owner at any meeting of the Members of the Association. All such appointments and successive proxies shall expire as to power reserved by Declarant pursuant to Appendix "A" or elsewhere in this Declaration on the date Declarant no longer has the right to exercise such rights. All such proxies shall be non-revocable for the maximum lawful time and upon the expiration of non-revocable period, new proxies shall again be executed for the maximum non-revocable time until Declarant's right to require such successive proxies expires.

21.9. Attachment/Appendix/Exhibits. The following appendixes and exhibits are attached to this Declaration and are incorporated herein by reference:

Attachment 1	Plats and Plans
Attachment 2	Encumbrances
Attachment 3	Common Interest Allocation
Attachment 4	Guide to Association's Examination of Common Elements

Attachment 5	Guide to Association's Major Management and Governance Functions
Attachment 6	Maintenance Responsibility Chart
Appendix "A"	Declarant Reservations and Representations

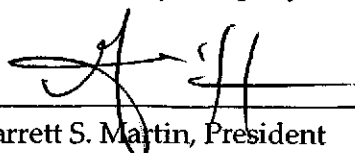
[SIGNATURE PAGE FOLLOWS]

EXECUTED on this 9th day of JANUARY, 2014.

DECLARANT:

MSCB RIVERSIDE, LLC, a Texas limited liability company

By: Milestone Community Builders, LLC,
a Texas limited liability company, Manager

By: 
Garrett S. Martin, President

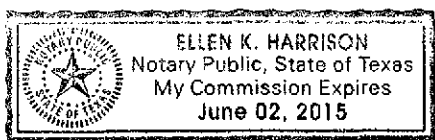
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 9th day of JANUARY 2014 by Garrett S. Martin, President of Milestone Community Builders, LLC, a Texas limited liability company, Manager of MSCB Riverside, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(SEAL)


Notary Public Signature



ATTACHMENT 1

[PLATS AND PLANS]

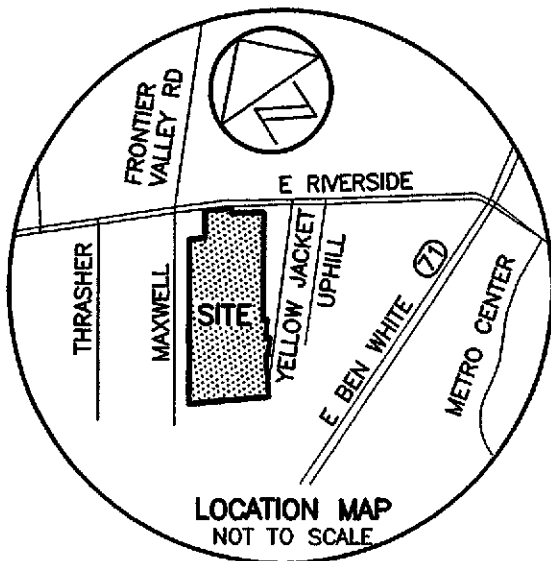
The Plats and Plans, attached hereto as Attachment 1 contains the information required by the Texas Uniform Condominium Act.

Printed Name: Joe Ben Early, Jr.
RPLS or License No. 6016

BOUNDARIES OF UNIT

The legal boundaries of each Unit are established by the Declarant and the Plats and Plans attached hereto. However, each Owner acknowledges that the Unit may be measured and depicted in a manner which differs from the legal boundaries of a Unit. For example, the Unit may be measured or depicted differently for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. No single measurement is definitive for all purposes. Measurements may be of the area under roof, or the air conditioned space, or the area within the Unit's legal boundaries. The Unit's partition wall cavities and/or its perimeter wall cavities may or may not be included. The Unit's garage area, attic area, front porch, and/or balcony space may or may not be included.

SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

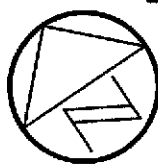


EASTWOOD AT RIVERSIDE CONDOMINIUMS
 LEGAL DESCRIPTION: ALL OF LOTS 1-A AND 2-A OF THE FIRST RESUBDIVISION OF A.H. NEIGHBORS ADDITION, A SUBDIVISION OF RECORD IN VOLUME 47, PAGE 70 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF LOTS 1 AND 2, BLOCK A OF RIVERSIDE II, OF SUBDIVISION OF RECORD IN DOCUMENT NO. 201300231 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

SHEET LAYOUT

1" = 300'

ANISE DRIVE



LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- SNS ● 1/2" REBAR WITH "SNS" CAP FOUND
- 4046 ● 1/2" REBAR WITH "RPLS 4046" CAP FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- D.E. DRAINAGE EASEMENT
- E.E. ELECTRIC AND TELEPHONE EASEMENT
- L.C.E. LIMITED COMMON ELEMENT
- G.C.E. GENERAL COMMON ELEMENT
- N.N.B.B. NEED NOT BE BUILT
- () RECORD INFORMATION

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "P466".

COTTON SPINDLE WITH WASHER SET

SURFACE COORDINATES:

N 10054928.89
 E 3129368.03

TEXAS STATE PLANE COORDINATES:

N 10054435.94
 E 3129214.61

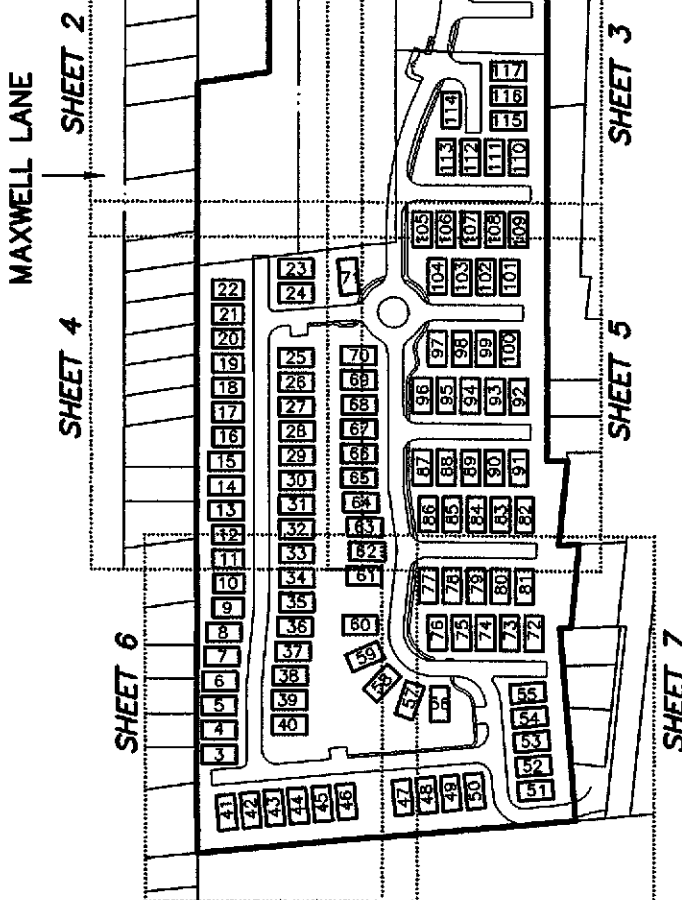
ELEVATION = 506.57'

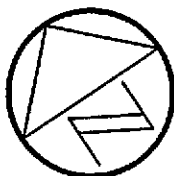
VERTICAL DATUM: NAVD 88 (GEOID 09)

COMBINED SCALE FACTOR = 0.999950973
 (FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000049029
 (FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0
 THETA ANGLE: 1°21'29"





1" = 60'

E RIVERSIDE DRIVE
(R.O.W. WIDTH VARIES)
(201300231)

P466

REFERENCE TIE
N26°53'00"W
177.72'

MAXWELL LANE (50' R.O.W. WIDTH) (47/70)

ARLISS S.
WATSON
0.255 ACRES
(2006134780)

LOT 1
WILLIE G. RODRIGUES
SUBDIVISION
(56/52)

LOT 2
WILLIE G. RODRIGUES
SUBDIVISION
(56/52)

EDWARD M.
TORRES
& FRANCES
TORRES
120' X 120'
(4173/6)

LOT 4
LOPEZ AND SONS
SUBDIVISION
SECTION ONE
(72/85)

CHARLES
CARTER &
EUNICE
CARTER
120' X 200'
(5015/1589)

LOT 2-A
FIRST RESUBDIVISION OF
A.H. NEIGHBORS
ADDITION
(47/70)

N34°10'08"E 297.14'
(N36°31'E 297.30')

DRAWING NO.: 759-005-CONDO2
SHEET 2

L20 SNS L19 SNS L18 C2

L32

L31

1/2"

LOT 2-A

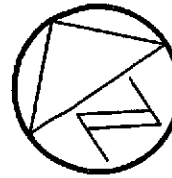
LOT 1-A

LOT 1-A
FIRST RESUBDIVISION OF
A.H. NEIGHBORS ADDITION
(47/70)

30' D.E.
(2013200432)

REFERENCE TIE
N26°53'00"W
177.72'

E RIVERSIDE DRIVE
(R.O.W. WIDTH VARIES)
(201300231)



1" = 60'

C2

L29

C3

S56°44'39"E 182.38'

L30

15' E.E. & T.E.
(201300231)

LOT 1
BLOCK A
RIVERSIDE II
(201300231)

G.C.E.

BASSETT CT.
(PRIVATE DRIVE) G.C.E.

S33°57'08"W
159.65'

BRITANIE OLVERA
0.443 ACRES
(2010053544)

LOT 1-A
FIRST RESUBDIVISION OF
A.H. NEIGHBORS ADDITION
(47/70)

30' D.E.
(2013200432)

MONTAGUE ST.
(PRIVATE DRIVE)

CRANDOWER CT.
(PRIVATE DRIVE)

LOT 2
BLOCK A
RIVERSIDE II
(201300231)

G.C.E. BERTRAM CT.
(PRIVATE DRIVE)

L.C.E (DRIVES)
(TYP.)

196.47'

S33°57'08"W 662.35'

LOT 3
CLAWSON
ADDITION
(64/38)

60.00'

DRAWING NO.:
759-005-CONDO2
SHEET 3

L297	L125	L129	L281	L289
L300	L128	L132	L284	L292
105	106	107	108	109
L298	L126	L130	L282	L290

L483	L455	L456	L453
N.N.B.B.	117	N.N.B.B.	L454
L484	L451	L452	N.N.B.B.
114	116	L450	N.N.B.B.
L482	L447	L448	N.N.B.B.
L481	115	L445	N.N.B.B.
L516	L513	L536	L537
L533	L534	L535	L526
L217	L117	L285	L293
L220	L120	L288	L296
113	112	111	110
L218	L118	L286	L294
N.N.B.B.	N.N.B.B.	N.N.B.B.	N.N.B.B.
L219	L119	L287	L295
L525	L527		

MAXWELL LANE (50' R.O.W. WIDTH) (47/70)

LOT 4
LOPEZ AND SONS
SUBDIVISION
SECTION ONE
(72/85)

LOT 3
LOPEZ AND SONS
SUBDIVISION
SECTION ONE
(72/85)

LOT 2
LOPEZ AND SONS
SUBDIVISION
SECTION ONE
(72/85)

LOT 1
LOPEZ AND SONS
SUBDIVISION
SECTION ONE
(72/85)

LOT 3
BLOCK A
TEDDY PLACE
(200400198)

LOT 2
BLOCK A
TEDDY PLACE
(200400198)

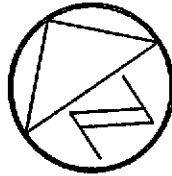
LOT 1
BLOCK A
TEDDY PLACE
(200400198)

LOT 3
BLOCK A
RIVERSIDE II
(201300231)

LOT 4
BLOCK A
RIVERSIDE II
(201300231)

LOT 5
BLOCK A
RIVERSIDE II
(201300231)

DRAWING NO.:
759-005-CONDO2
SHEET 4



1" = 60'

LOT 2-A

LOT 2, BLOCK A

L74 B.B.
22 N.N.B.B.
L73

L75
L76 N.N.B.B.
L73

L37
L38 B.B.
21 N.N.B.B.
L39

L41
L42 B.B.
20 N.N.B.B.
L43

L45
L46 B.B.
19 N.N.B.B.
L47

L49
L50 B.B.
18 N.N.B.B.
L51

L33
L34 B.B.
17 N.N.B.B.
L35

L57
L58 B.B.
16 N.N.B.B.
L59

L361
L362 B.B.
15 N.N.B.B.
L363

L425
L426 B.B.
14 N.N.B.B.
L427

L345
L346 B.B.
13 N.N.B.B.
L347

L53
L54 B.B.
12 N.N.B.B.
L55

L61
L62 B.B.
11 N.N.B.B.
L63

L64
L65 N.N.B.B.
L63

L439
L440 B.B.
29 N.N.B.B.
L437

L435
L436 B.B.
30 N.N.B.B.
L433

L431
L432 B.B.
31 N.N.B.B.
L429

L419
L420 B.B.
32 N.N.B.B.
L417

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

CAPULET ST.
(PRIVATE DRIVE)
G.C.E.

LOT 2
BLOCK A
RIVERSIDE II
(201300231)

L.C.E. (DRIVES)
(TYP.)

CAPULET ST.
(PRIVATE DRIVE)
G.C.E.

L135
L134 B.B.
23 N.N.B.B.
L133

L139
L138 B.B.
24 N.N.B.B.
L137

L371
L372 B.B.
25 N.N.B.B.
L369

L375
L376 B.B.
26 N.N.B.B.
L373

L443
L444 B.B.
27 N.N.B.B.
L441

L391
L392 B.B.
28 N.N.B.B.
L389

L439
L440 B.B.
29 N.N.B.B.
L437

L435
L436 B.B.
30 N.N.B.B.
L433

L431
L432 B.B.
31 N.N.B.B.
L429

L419
L420 B.B.
32 N.N.B.B.
L417

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L415
L416 B.B.
33 N.N.B.B.
L413

L530

L531

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L619

LOT 1-A

LOT 2, BLOCK

L123

L122

L124

L121

L120

L119

L118

L117

L116

L115

L114

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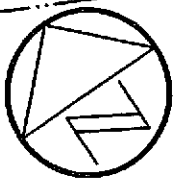
L88

TYBALT ST.
(PRIVATE DRIVE)
G.C.E.

L.C.E. (DRIVES)
(TYP.)

30' D.E.
(2013200432)





1" = 60'

ROSA R. GARCIA
0.284 ACRES
(2001050513)

LOT 6
BLOCK A
RIVERSIDE II
(201300231)

LOT 7
BLOCK A
RIVERSIDE II
(201300231)

LOT 8
BLOCK A
RIVERSIDE II
(201300231)

LOT 9
BLOCK A
RIVERSIDE II
(201300231)

LOT 10
BLOCK A
RIVERSIDE II
(201300231)

JUAN C. REYES
0.3138 ACRES
(13204/1211)

LOT 14
A.H. NEIGHBORS
ADDITION
(66/70)

KWH PROPERTIES
13.09 ACRES
(8663/418)

DRAWING NO.: 759-005-CONDO2
SHEET 6

L13

N34°22'11"E 297.20'

L10

N61°07'27"W 629.77'

L.C.E (DRIVES)
(TYP.)

CAPULET ST.
(PRIVATE DRIVE)

L.C.E (DRIVES)
(TYP.)

MOWBRAY ST.
(PRIVATE DRIVE)

MONTAGUE ST.
(PRIVATE DRIVE)

G.C.E.

G.C.E.

L56 N.N.B.B.
L61 11 N.N.B.B.
L62 N.N.B.B.
L63 N.N.B.B.
L64 N.N.B.B.
L65 10 N.N.B.B.
L66 N.N.B.B.
L67 N.N.B.B.
L68 N.N.B.B.
L69 9 N.N.B.B.
L70 N.N.B.B.
L71 N.N.B.B.
L72 N.N.B.B.

L421 8 N.N.B.B.
L422 N.N.B.B.
L423 N.N.B.B.
L424 N.N.B.B.

L349 7 N.N.B.B.
L350 N.N.B.B.
L351 N.N.B.B.
L352 N.N.B.B.

L353 6 N.N.B.B.
L354 N.N.B.B.
L355 N.N.B.B.
L356 N.N.B.B.

L357 5 N.N.B.B.
L358 N.N.B.B.
L359 N.N.B.B.
L360 N.N.B.B.

L377 4 N.N.B.B.
L378 N.N.B.B.
L379 N.N.B.B.
L380 N.N.B.B.

L365 3 N.N.B.B.
L366 N.N.B.B.
L367 N.N.B.B.
L368 N.N.B.B.

L502 41 N.N.B.B.
L503 42 N.N.B.B.
L504 43 N.N.B.B.
L505 44 N.N.B.B.

L506 45 N.N.B.B.
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L509 48 N.N.B.B.

L510 49 N.N.B.B.
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L512 51 N.N.B.B.
L513 52 N.N.B.B.

L514 53 N.N.B.B.
L515 54 N.N.B.B.
L516 55 N.N.B.B.
L517 56 N.N.B.B.

L518 57 N.N.B.B.
L519 58 N.N.B.B.
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L521 60 N.N.B.B.

L522 61 N.N.B.B.
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L525 64 N.N.B.B.

L526 65 N.N.B.B.
L527 66 N.N.B.B.
L528 67 N.N.B.B.
L529 68 N.N.B.B.

L530 69 N.N.B.B.
L531 70 N.N.B.B.
L532 71 N.N.B.B.
L533 72 N.N.B.B.

L415 33 N.N.B.B.
L416 N.N.B.B.
L417 N.N.B.B.
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L383 N.N.B.B.
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L388 N.N.B.B.

L389 43 N.N.B.B.
L390 N.N.B.B.
L391 N.N.B.B.
L392 N.N.B.B.

L393 44 N.N.B.B.
L394 N.N.B.B.
L395 N.N.B.B.
L396 N.N.B.B.

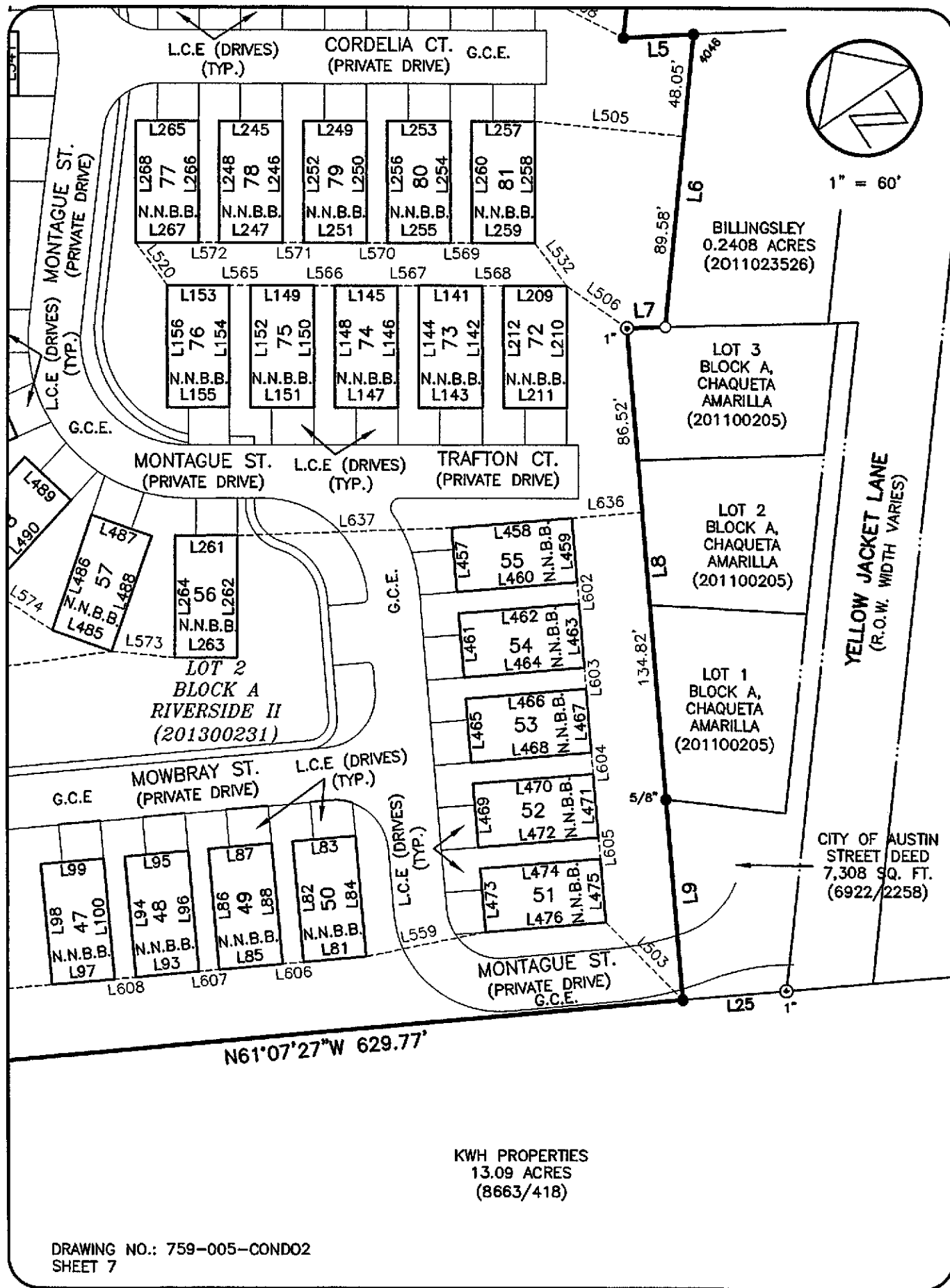
L397 45 N.N.B.B.
L398 N.N.B.B.
L399 N.N.B.B.
L400 N.N.B.B.

L401 46 N.N.B.B.
L402 N.N.B.B.
L403 N.N.B.B.
L404 N.N.B.B.

L405 47 N.N.B.B.
L406 N.N.B.B.
L407 N.N.B.B.
L408 N.N.B.B.

L409 48 N.N.B.B.
L410 N.N.B.B.
L411 N.N.B.B.
L412 N.N.B.B.

L413 49 N.N.B.B.
L414 N.N.B.B.
L415 N.N.B.B.
L416 N.N.B.B.



LINE TABLE — PERIMETER BOUNDARY			
No.	BEARING	LENGTH	(RECORD)
L3	S58°20'07"E	34.18'	
L4	S39°42'51"W	139.18'	
L5	S58°59'19"E	33.62'	
L6	S39°39'20"W	137.63'	
L7	N57°37'53"W	18.31'	
L8	S29°14'45"W	221.34'	
L9	S29°14'45"W	94.65'	
L10	N33°43'09"E	115.82'	
L13	N33°19'35"E	101.89'	
L18	N64°18'46"W	45.07'	(N61°53'W 44.96')
L19	N64°18'46"W	50.46'	(N61°53'W 50.84')
L20	N64°18'46"W	120.02'	(N61°53'W 120')
L25	S61°11'33"E	49.59'	(S50°11'30"E 49.80')
L29	N34°01'16"E	40.40'	
L30	S33°57'08"W	40.29'	
L31	N64°22'25"W	119.93'	(S61°53'E 120.00')
L32	S34°01'16"W	200.55'	(N36°31'E 200.00')

CURVE TABLE							
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING	(RECORD CHORD)
C2	4°39'23"	1392.09'	56.60'	113.14'	113.11'	N61°59'03"W	(N59°33'00"W 113.33')
C3	2°52'08"	1352.39'	33.87'	67.72'	67.71'	S58°46'13"E	

LINE TABLE		
LINE	BEARING	DISTANCE
L33	N33°57'08"E	30.00'
L34	S56°02'52"E	50.00'
L35	S33°57'08"W	30.00'
L36	N56°02'52"W	50.00'
L37	N33°57'08"E	30.00'
L38	S56°02'52"E	50.00'
L39	S33°57'08"W	30.00'
L40	N56°02'52"W	50.00'
L41	N33°57'08"E	30.00'
L42	S56°02'52"E	50.00'
L43	S33°57'08"W	30.00'
L44	N56°02'52"W	50.00'
L45	N33°57'08"E	30.00'
L46	S56°02'52"E	50.00'
L47	S33°57'08"W	30.00'
L48	N56°02'52"W	50.00'
L49	N33°57'08"E	30.00'
L50	S56°02'52"E	50.00'
L51	S33°57'08"W	30.00'
L52	N56°02'52"W	50.00'
L53	N33°57'08"E	30.00'
L54	S56°02'52"E	50.00'
L55	S33°57'08"W	30.00'
L56	N56°02'52"W	50.00'
L57	N33°57'08"E	30.00'
L58	S56°02'52"E	50.00'
L59	S33°57'08"W	30.00'
L60	N56°02'52"W	50.00'
L61	N33°57'08"E	30.00'
L62	S56°02'52"E	50.00'
L63	S33°57'08"W	30.00'
L64	N56°02'52"W	50.00'
L65	N33°57'08"E	30.00'
L66	S56°02'52"E	50.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L67	S33°57'08"W	30.00'
L68	N56°02'52"W	50.00'
L69	N33°57'08"E	30.00'
L70	S56°02'52"E	50.00'
L71	S33°57'08"W	30.00'
L72	N56°02'52"W	50.00'
L73	N33°57'08"E	30.00'
L74	N56°02'52"W	50.00'
L75	S33°57'08"W	30.00'
L76	S56°02'52"E	50.00'
L77	N61°07'27"W	30.00'
L78	N28°52'33"E	57.00'
L79	S61°07'27"E	30.00'
L80	S28°52'33"W	57.00'
L81	N61°07'27"W	30.00'
L82	N28°52'33"E	57.00'
L83	S61°07'27"E	30.00'
L84	S28°52'33"W	57.00'
L85	N61°07'27"W	30.00'
L86	N28°52'33"E	57.00'
L87	S61°07'27"E	30.00'
L88	S28°52'33"W	57.00'
L89	N61°07'27"W	30.00'
L90	N28°52'33"E	57.00'
L91	S61°07'27"E	30.00'
L92	S28°52'33"W	57.00'
L93	N61°07'27"W	30.00'
L94	N28°52'33"E	57.00'
L95	S61°07'27"E	30.00'
L96	S28°52'33"W	57.00'
L97	N61°07'27"W	30.00'
L98	N28°52'33"E	57.00'
L99	S61°07'27"E	30.00'
L100	S28°52'33"W	57.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L101	N61°07'27"W	30.00'
L102	N28°52'33"E	57.00'
L103	S61°07'27"E	30.00'
L104	S28°52'33"W	57.00'
L105	N61°07'27"W	30.00'
L106	N28°52'33"E	57.00'
L107	S61°07'27"E	30.00'
L108	S28°52'33"W	57.00'
L109	N61°07'27"W	30.00'
L110	N28°52'33"E	57.00'
L111	S61°07'27"E	30.00'
L112	S28°52'33"W	57.00'
L113	N61°07'27"W	30.00'
L114	N28°52'33"E	57.00'
L115	S61°07'27"E	30.00'
L116	S28°52'33"W	57.00'
L117	S56°02'52"E	30.00'
L118	S33°57'08"W	57.00'
L119	N56°02'52"W	30.00'
L120	N33°57'08"E	57.00'
L121	N60°45'15"W	30.00'
L122	N29°14'45"E	57.00'
L123	S60°45'15"E	30.00'
L124	S29°14'45"W	57.00'
L125	S56°02'52"E	30.00'
L126	S33°57'08"W	57.00'
L127	N56°02'52"W	30.00'
L128	N33°57'08"E	57.00'
L129	S56°02'52"E	30.00'
L130	S33°57'08"W	57.00'
L131	N56°02'52"W	30.00'
L132	N33°57'08"E	57.00'
L133	N33°57'08"E	30.00'
L134	N56°02'52"W	57.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L135	S33°57'08"W	30.00'
L136	S56°02'52"E	57.00'
L137	N33°57'08"E	30.00'
L138	N56°02'52"W	57.00'
L139	S33°57'08"W	30.00'
L140	S56°02'52"E	57.00'
L141	S56°02'52"E	30.00'
L142	S33°57'08"W	57.00'
L143	N56°02'52"W	30.00'
L144	N33°57'08"E	57.00'
L145	S56°02'52"E	30.00'
L146	S33°57'08"W	57.00'
L147	N56°02'52"W	30.00'
L148	N33°57'08"E	57.00'
L149	S56°02'52"E	30.00'
L150	S33°57'08"W	57.00'
L151	N56°02'52"W	30.00'
L152	N33°57'08"E	57.00'
L153	S56°02'52"E	30.00'
L154	S33°57'08"W	57.00'
L155	N56°02'52"W	30.00'
L156	N33°57'08"E	57.00'
L157	S56°02'52"E	30.00'
L158	S33°57'08"W	57.00'
L159	N56°02'52"W	30.00'
L160	N33°57'08"E	57.00'
L161	S56°02'52"E	30.00'
L162	S33°57'08"W	57.00'
L163	N56°02'52"W	30.00'
L164	N33°57'08"E	57.00'
L165	S56°02'52"E	30.00'
L166	S33°57'08"W	57.00'
L167	N56°02'52"W	30.00'
L168	N33°57'08"E	57.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L169	S56°02'52"E	30.00'
L170	S33°57'08"W	57.00'
L171	N56°02'52"W	30.00'
L172	N33°57'08"E	57.00'
L173	S56°02'52"E	30.00'
L174	S33°57'08"W	57.00'
L175	N56°02'52"W	30.00'
L176	N33°57'08"E	57.00'
L177	S56°02'52"E	30.00'
L178	S33°57'08"W	57.00'
L179	N56°02'52"W	30.00'
L180	N33°57'08"E	57.00'
L181	S56°02'52"E	30.00'
L182	S33°57'08"W	57.00'
L183	N56°02'52"W	30.00'
L184	N33°57'08"E	57.00'
L185	S56°02'52"E	30.00'
L186	S33°57'08"W	57.00'
L187	N56°02'52"W	30.00'
L188	N33°57'08"E	57.00'
L189	S56°02'52"E	30.00'
L190	S33°57'08"W	57.00'
L191	N56°02'52"W	30.00'
L192	N33°57'08"E	57.00'
L193	S56°02'52"E	30.00'
L194	S33°57'08"W	57.00'
L195	N56°02'52"W	30.00'
L196	N33°57'08"E	57.00'
L197	S56°02'52"E	30.00'
L198	S33°57'08"W	57.00'
L199	N56°02'52"W	30.00'
L200	N33°57'08"E	57.00'
L201	S56°02'52"E	30.00'
L202	S33°57'08"W	57.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L203	N56°02'52"W	30.00'
L204	N33°57'08"E	57.00'
L205	S56°02'52"E	30.00'
L206	S33°57'08"W	57.00'
L207	N56°02'52"W	30.00'
L208	N33°57'08"E	57.00'
L209	S56°02'52"E	30.00'
L210	S33°57'08"W	57.00'
L211	N56°02'52"W	30.00'
L212	N33°57'08"E	57.00'
L213	S56°02'52"E	30.00'
L214	S33°57'08"W	57.00'
L215	N56°02'52"W	30.00'
L216	N33°57'08"E	57.00'
L217	S56°02'52"E	30.00'
L218	S33°57'08"W	57.00'
L219	N56°02'52"W	30.00'
L220	N33°57'08"E	57.00'
L221	S56°02'52"E	30.00'
L222	S33°57'08"W	57.00'
L223	N56°02'52"W	30.00'
L224	N33°57'08"E	57.00'
L225	S56°02'52"E	30.00'
L226	S33°57'08"W	57.00'
L227	N56°02'52"W	30.00'
L228	N33°57'08"E	57.00'
L229	S56°02'52"E	30.00'
L230	S33°57'08"W	57.00'
L231	N56°02'52"W	30.00'
L232	N33°57'08"E	57.00'
L233	S56°02'52"E	30.00'
L234	S33°57'08"W	57.00'
L235	N56°02'52"W	30.00'
L236	N33°57'08"E	57.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L237	S56°02'52"E	30.00'
L238	S33°57'08"W	57.00'
L239	N56°02'52"W	30.00'
L240	N33°57'08"E	57.00'
L241	S56°02'52"E	30.00'
L242	S33°57'08"W	57.00'
L243	N56°02'52"W	30.00'
L244	N33°57'08"E	57.00'
L245	S56°02'52"E	30.00'
L246	S33°57'08"W	57.00'
L247	N56°02'52"W	30.00'
L248	N33°57'08"E	57.00'
L249	S56°02'52"E	30.00'
L250	S33°57'08"W	57.00'
L251	N56°02'52"W	30.00'
L252	N33°57'08"E	57.00'
L253	S56°02'52"E	30.00'
L254	S33°57'08"W	57.00'
L255	N56°02'52"W	30.00'
L256	N33°57'08"E	57.00'
L257	S56°02'52"E	30.00'
L258	S33°57'08"W	57.00'
L259	N56°02'52"W	30.00'
L260	N33°57'08"E	57.00'
L261	S56°02'52"E	30.00'
L262	S33°57'08"W	57.00'
L263	N56°02'52"W	30.00'
L264	N33°57'08"E	57.00'
L265	S56°02'52"E	30.00'
L266	S33°57'08"W	57.00'
L267	N56°02'52"W	30.00'
L268	N33°57'08"E	57.00'
L269	S56°02'52"E	30.00'
L270	S33°57'08"W	57.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L271	N56°02'52"W	30.00'
L272	N33°57'08"E	57.00'
L273	S56°02'52"E	30.00'
L274	S33°57'08"W	57.00'
L275	N56°02'52"W	30.00'
L276	N33°57'08"E	57.00'
L277	S56°02'52"E	30.00'
L278	S33°57'08"W	57.00'
L279	N56°02'52"W	30.00'
L280	N33°57'08"E	57.00'
L281	S56°02'52"E	30.00'
L282	S33°57'08"W	57.00'
L283	N56°02'52"W	30.00'
L284	N33°57'08"E	57.00'
L285	S56°02'52"E	30.00'
L286	S33°57'08"W	57.00'
L287	N56°02'52"W	30.00'
L288	N33°57'08"E	57.00'
L289	S56°02'52"E	30.00'
L290	S33°57'08"W	57.00'
L291	N56°02'52"W	30.00'
L292	N33°57'08"E	57.00'
L293	S56°02'52"E	30.00'
L294	S33°57'08"W	57.00'
L295	N56°02'52"W	30.00'
L296	N33°57'08"E	57.00'
L297	S56°02'52"E	30.00'
L298	S33°57'08"W	57.00'
L299	N56°02'52"W	30.00'
L300	N33°57'08"E	57.00'
L301	S33°57'08"W	30.00'
L302	N56°02'52"W	57.00'
L303	N33°57'08"E	30.00'
L304	S56°02'52"E	57.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L305	S33°57'08"W	30.00'
L306	N56°02'52"W	57.00'
L307	N33°57'08"E	30.00'
L308	S56°02'52"E	57.00'
L309	S33°57'08"W	30.00'
L310	N56°02'52"W	57.00'
L311	N33°57'08"E	30.00'
L312	S56°02'52"E	57.00'
L313	S33°57'08"W	30.00'
L314	N56°02'52"W	57.00'
L315	N33°57'08"E	30.00'
L316	S56°02'52"E	57.00'
L317	S33°57'08"W	30.00'
L318	N56°02'52"W	57.00'
L319	N33°57'08"E	30.00'
L320	S56°02'52"E	57.00'
L321	S33°57'08"W	30.00'
L322	N56°02'52"W	57.00'
L323	N33°57'08"E	30.00'
L324	S56°02'52"E	57.00'
L325	S33°57'08"W	30.00'
L326	N56°02'52"W	57.00'
L327	N33°57'08"E	30.00'
L328	S56°02'52"E	57.00'
L329	S33°57'08"W	30.00'
L330	N56°02'52"W	57.00'
L331	N33°57'08"E	30.00'
L332	S56°02'52"E	57.00'
L333	S33°57'08"W	30.00'
L334	N56°02'52"W	57.00'
L335	N33°57'08"E	30.00'
L336	S56°02'52"E	57.00'
L337	S33°57'08"W	30.00'
L338	N56°02'52"W	57.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L339	N33°57'08"E	30.00'
L340	S56°02'52"E	57.00'
L341	S33°57'08"W	30.00'
L342	N56°02'52"W	57.00'
L343	N33°57'08"E	30.00'
L344	S56°02'52"E	57.00'
L345	N33°57'08"E	30.00'
L346	S56°02'52"E	57.00'
L347	S33°57'08"W	30.00'
L348	N56°02'52"W	57.00'
L349	N33°57'08"E	30.00'
L350	S56°02'52"E	57.00'
L351	S33°57'08"W	30.00'
L352	N56°02'52"W	57.00'
L353	N33°57'08"E	30.00'
L354	S56°02'52"E	57.00'
L355	S33°57'08"W	30.00'
L356	N56°02'52"W	57.00'
L357	N33°57'08"E	30.00'
L358	S56°02'52"E	57.00'
L359	S33°57'08"W	30.00'
L360	N56°02'52"W	57.00'
L361	N33°57'08"E	30.00'
L362	S56°02'52"E	57.00'
L363	S33°57'08"W	30.00'
L364	N56°02'52"W	57.00'
L365	N33°57'08"E	30.00'
L366	S56°02'52"E	57.00'
L367	S33°57'08"W	30.00'
L368	N56°02'52"W	57.00'
L369	S33°57'08"W	30.00'
L370	N56°02'52"W	57.00'
L371	N33°57'08"E	30.00'
L372	S56°02'52"E	57.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L373	S33°57'08"W	30.00'
L374	N56°02'52"W	57.00'
L375	N33°57'08"E	30.00'
L376	S56°02'52"E	57.00'
L377	N33°57'08"E	30.00'
L378	S56°02'52"E	57.00'
L379	S33°57'08"W	30.00'
L380	N56°02'52"W	57.00'
L381	S33°57'08"W	30.00'
L382	N56°02'52"W	57.00'
L383	N33°57'08"E	30.00'
L384	S56°02'52"E	57.00'
L385	S33°57'08"W	30.00'
L386	N56°02'52"W	57.00'
L387	N33°57'08"E	30.00'
L388	S56°02'52"E	57.00'
L389	S33°57'08"W	30.00'
L390	N56°02'52"W	57.00'
L391	N33°57'08"E	30.00'
L392	S56°02'52"E	57.00'
L393	S33°57'08"W	30.00'
L394	N56°02'52"W	57.00'
L395	N33°57'08"E	30.00'
L396	S56°02'52"E	57.00'
L397	S33°57'08"W	30.00'
L398	N56°02'52"W	57.00'
L399	N33°57'08"E	30.00'
L400	S56°02'52"E	57.00'
L401	S33°57'08"W	30.00'
L402	N56°02'52"W	57.00'
L403	N33°57'08"E	30.00'
L404	S56°02'52"E	57.00'
L405	S33°57'08"W	30.00'
L406	N56°02'52"W	57.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L407	N33°57'08"E	30.00'
L408	S56°02'52"E	57.00'
L409	S33°57'08"W	30.00'
L410	N56°02'52"W	57.00'
L411	N33°57'08"E	30.00'
L412	S56°02'52"E	57.00'
L413	S33°57'08"W	30.00'
L414	N56°02'52"W	57.00'
L415	N33°57'08"E	30.00'
L416	S56°02'52"E	57.00'
L417	S33°57'08"W	30.00'
L418	N56°02'52"W	57.00'
L419	N33°57'08"E	30.00'
L420	S56°02'52"E	57.00'
L421	N33°57'08"E	30.00'
L422	S56°02'52"E	57.00'
L423	S33°57'08"W	30.00'
L424	N56°02'52"W	57.00'
L425	N33°57'08"E	30.00'
L426	S56°02'52"E	57.00'
L427	S33°57'08"W	30.00'
L428	N56°02'52"W	57.00'
L429	S33°57'08"W	30.00'
L430	N56°02'52"W	57.00'
L431	N33°57'08"E	30.00'
L432	S56°02'52"E	57.00'
L433	S33°57'08"W	30.00'
L434	N56°02'52"W	57.00'
L435	N33°57'08"E	30.00'
L436	S56°02'52"E	57.00'
L437	S33°57'08"W	30.00'
L438	N56°02'52"W	57.00'
L439	N33°57'08"E	30.00'
L440	S56°02'52"E	57.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L441	S33°57'08"W	30.00'
L442	N56°02'52"W	57.00'
L443	N33°57'08"E	30.00'
L444	S56°02'52"E	57.00'
L445	S33°57'08"W	30.00'
L446	N56°02'52"W	57.00'
L447	N33°57'08"E	30.00'
L448	S56°02'52"E	57.00'
L449	S33°57'08"W	30.00'
L450	N56°02'52"W	57.00'
L451	N33°57'08"E	30.00'
L452	S56°02'52"E	57.00'
L453	S33°57'08"W	30.00'
L454	N56°02'52"W	57.00'
L455	N33°57'08"E	30.00'
L456	S56°02'52"E	57.00'
L457	N29°14'45"E	30.00'
L458	S60°45'15"E	57.00'
L459	S29°14'45"W	30.00'
L460	N60°45'15"W	57.00'
L461	N29°14'45"E	30.00'
L462	S60°45'15"E	57.00'
L463	S29°14'45"W	30.00'
L464	N60°45'15"W	57.00'
L465	N29°14'45"E	30.00'
L466	S60°45'15"E	57.00'
L467	S29°14'45"W	30.00'
L468	N60°45'15"W	57.00'
L469	N29°14'45"E	30.00'
L470	S60°45'15"E	57.00'
L471	S29°14'45"W	30.00'
L472	N60°45'15"W	57.00'
L473	N29°14'45"E	30.00'
L474	S60°45'15"E	57.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L475	S29°14'45"W	30.00'
L476	N60°45'15"W	57.00'
L477	S10°13'21"W	30.00'
L478	N79°46'39"W	57.00'
L479	N10°13'21"E	30.00'
L480	S79°46'39"E	57.00'
L481	S56°02'52"E	30.00'
L482	N33°57'08"E	57.00'
L483	N56°02'52"W	30.00'
L484	S33°57'08"W	57.00'
L485	N36°51'07"W	30.00'
L486	N53°08'53"E	57.00'
L487	S36°51'07"E	30.00'
L488	S53°08'53"W	57.00'
L489	S13°18'53"E	30.00'
L490	S76°41'07"W	57.00'
L491	N13°18'53"W	30.00'
L492	N76°41'07"E	57.00'
L501	N21°09'15"W	38.77'
L502	S50°02'00"W	31.44'
L503	S11°04'49"E	51.77'
L504	S34°19'52"W	75.58'
L505	S50°20'40"E	71.16'
L506	N21°27'50"W	34.74'
L507	S60°55'41"E	47.17'
L508	S29°30'22"E	46.96'
L509	S68°44'44"E	93.28'
L510	N84°47'44"E	77.47'
L511	N85°44'09"W	69.64'
L512	S16°08'46"W	90.42'
L513	S52°44'46"E	52.09'
L514	S17°23'17"E	32.02'
L515	N85°17'32"E	32.02'
L516	S55°19'30"W	21.48'

LINE TABLE		
LINE	BEARING	DISTANCE
L517	S56°02'52"E	31.83'
L520	N02°55'04"W	25.00'
L521	N07°23'14"E	22.36'
L522	S75°39'55"E	37.16'
L523	S56°02'52"E	46.83'
L525	S56°02'52"E	31.83'
L526	S23°22'47"W	17.29'
L527	S56°02'52"E	31.83'
L528	S56°02'52"E	46.83'
L529	N70°49'19"E	25.00'
L530	S54°28'52"E	41.29'
L531	S33°57'08"W	10.00'
L532	N02°55'04"W	25.00'
L533	N56°02'52"W	10.00'
L534	N56°02'52"W	10.00'
L535	N56°02'52"W	10.00'
L536	S33°57'08"W	10.00'
L537	S33°57'08"W	10.00'
L538	N56°02'52"W	10.00'
L539	N56°02'52"W	10.00'
L540	N56°02'52"W	10.00'
L541	S56°02'52"E	10.00'
L542	S56°02'52"E	10.00'
L543	S56°02'52"E	10.00'
L544	S56°02'52"E	10.00'
L545	S63°58'04"E	176.11'
L546	S02°55'04"E	25.00'
L547	S56°02'52"E	10.00'
L548	S56°02'52"E	10.00'
L549	S56°02'52"E	10.00'
L550	S56°02'52"E	10.00'
L551	S56°02'52"E	10.00'
L552	S56°02'52"E	10.00'
L553	S56°02'52"E	10.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L554	S56°02'52"E	10.00'
L555	S56°02'52"E	10.00'
L556	S56°02'52"E	10.00'
L557	S56°02'52"E	10.00'
L558	S26°43'41"E	36.50'
L559	S67°39'09"E	57.60'
L560	N07°23'14"E	22.36'
L561	N56°02'52"W	10.00'
L562	N56°02'52"W	10.00'
L563	N56°02'52"W	10.00'
L564	N56°02'52"W	10.00'
L565	N56°02'52"W	10.00'
L566	N56°02'52"W	10.00'
L567	N56°02'52"W	10.00'
L568	N56°02'52"W	10.00'
L569	S56°02'52"E	10.00'
L570	S56°02'52"E	10.00'
L571	S56°02'52"E	10.00'
L572	S56°02'52"E	10.00'
L573	S50°34'44"E	29.96'
L574	S23°40'25"E	35.14'
L575	S02°36'25"W	33.05'
L576	S26°07'20"W	35.35'
L577	S42°33'33"W	50.57'
L578	S58°27'11"W	10.99'
L579	S13°05'23"W	10.70'
L580	S04°36'33"W	11.47'
L581	S16°12'10"W	10.50'
L582	S33°57'08"W	10.00'
L583	S33°57'08"W	10.00'
L584	S33°57'08"W	10.00'
L585	S33°57'08"W	10.00'
L586	S33°57'08"W	10.00'
L587	N33°57'08"E	10.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L588	N33°57'08"E	10.00'
L589	N33°57'08"E	10.00'
L590	N33°57'08"E	10.00'
L591	N33°57'08"E	10.00'
L592	N33°57'08"E	10.00'
L593	N33°57'08"E	10.00'
L594	N33°57'08"E	10.00'
L595	N33°57'08"E	10.00'
L596	N34°34'44"E	10.00'
L597	N48°50'19"E	10.35'
L598	N56°34'58"E	10.83'
L599	N54°08'20"E	10.65'
L600	N45°51'19"E	10.22'
L601	N34°22'34"E	10.00'
L602	N29°14'45"E	10.00'
L603	N29°14'45"E	10.00'
L604	N29°14'45"E	10.00'
L605	N29°14'45"E	10.00'
L606	S61°07'27"E	10.00'
L607	S61°07'27"E	10.00'
L608	S61°07'27"E	10.00'
L609	S61°07'27"E	62.81'
L610	S61°07'27"E	10.00'
L611	S61°07'27"E	10.00'
L612	S61°07'27"E	10.00'
L613	S61°07'27"E	10.00'
L614	S61°07'27"E	10.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L615	S78°34'11"W	51.79'
L616	N12°52'41"W	34.98'
L617	S34°35'17"W	10.00'
L618	S34°09'51"W	10.00'
L619	S36°16'28"W	10.01'
L620	S52°44'05"W	10.56'
L621	S55°11'17"W	10.73'
L622	S84°12'34"W	15.64'
L623	S33°57'08"W	10.00'
L624	S33°57'08"W	10.00'
L625	S33°57'08"W	10.00'
L626	S01°02'23"E	12.21'
L627	S33°57'08"W	10.00'
L628	S33°57'08"W	10.00'
L629	S68°56'39"W	12.21'
L630	S33°57'08"W	10.00'
L631	S33°57'08"W	10.00'
L632	S33°57'08"W	10.00'
L633	S33°57'08"W	10.00'
L634	S33°57'08"W	10.00'
L635	S33°57'08"W	10.00'
L636	S60°45'15"E	33.50'
L637	S58°05'34"E	101.78'

EXHIBIT "A"

EASTWOOD AT RIVERSIDE CONDOMINIUMS

GENERAL 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 EASTWOOD AT RIVERSIDE 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.

3) EACH UNIT, BUILDING, LIMITED COMMON ELEMENT AND GENERAL COMMON ELEMENT IS SUBJECT TO SPECIAL RIGHTS RESERVED BY THE DECLARANT AS PROVIDED PROVISION A.4. OF APPENDIX "A" TO THE DECLARATION. PURSUANT TO SUCH PROVISIONS, AMONG OTHER THINGS, DECLARANT HAS RESERVED THE RIGHT TO

(I) COMPLETE OR MAKE IMPROVEMENTS INDICATED ON THE PLAT AND PLANS, AS PROVIDED IN PROVISION A.4(I) OF APPENDIX "A" TO THE DECLARATION; (II) EXERCISE ANY DEVELOPMENT RIGHT PERMITTED BY THE TEXAS UNIFORM CONDOMINIUM ACT (THE "ACT") AND THE DECLARATION, INCLUDING THE ADDITION OF REAL PROPERTY TO THE REGIME, WHICH PROPERTY MAY BE ADDED AS UNITS, GENERAL COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS, AS PROVIDED IN SECTION 2.2 OF THE DECLARATION AND PROVISION A.4(II) OF APPENDIX "A" TO THE DECLARATION; (III) MAKE THE PROPERTY PART OF A LARGER CONDOMINIUM OR PLANNED COMMUNITY, AS PROVIDED IN PROVISION A.4(III) OF APPENDIX "A" TO THE DECLARATION; (IV) USE UNITS OWNED OR LEASED BY DECLARANT AS MODELS, STORAGE AREAS, AND OFFICES FOR THE MARKETING, MANAGEMENT, MAINTENANCE, CUSTOMER SERVICE, CONSTRUCTION, AND LEASING OF THE PROPERTY, AS PROVIDED IN PROVISION A.4(IV) OF APPENDIX "A" TO THE DECLARATION; AND (V) APPOINT OR REMOVE ANY DECLARANT-APPOINTED OFFICER OR DIRECTOR OF THE ASSOCIATION DURING THE DECLARANT CONTROL PERIOD (AS DEFINED IN THE DECLARATION) CONSISTENT WITH THE ACT, AS PROVIDED IN PROVISION A.4(VII) OF APPENDIX "A" TO THE DECLARATION. AS PROVIDED IN PROVISION A.4(V) OF APPENDIX "A" TO THE DECLARATION, FOR PURPOSES OF PROMOTING, IDENTIFYING, AND MARKETING THE PROPERTY, DECLARANT RESERVES AN EASEMENT AND RIGHT TO PLACE OR INSTALL SIGNS, BANNERS, FLAGS, DISPLAY LIGHTING, POTTED PLANTS, EXTERIOR DECORATIVE ITEMS, SEASONAL DECORATIONS, TEMPORARY WINDOW TREATMENTS, AND SEASONAL LANDSCAPING ON THE PROPERTY, INCLUDING ITEMS AND LOCATIONS THAT ARE PROHIBITED TO OTHER OWNERS. DECLARANT RESERVES AN EASEMENT AND RIGHT TO MAINTAIN, RELOCATE, REPLACE, OR REMOVE THE SAME FROM TIME TO TIME WITHIN THE PROPERTY. AS PROVIDED IN PROVISION A.4(VI) OF APPENDIX "A" TO THE DECLARATION, DECLARANT HAS AN EASEMENT AND RIGHT OF INGRESS AND EGRESS IN AND THROUGH THE COMMON ELEMENTS (AS DEFINED IN THE DECLARATION) AND UNITS OWNED OR LEASED BY DECLARANT FOR PURPOSES OF CONSTRUCTING, MAINTAINING, MANAGING, AND MARKETING THE PROPERTY, AND FOR DISCHARGING DECLARANT'S OBLIGATIONS UNDER THE ACT AND THE DECLARATION.

4) THE CONFIGURATION REPRESENTED IN THE DRAWINGS OF THE BUILDING FOOTPRINTS AND SITE IMPROVEMENTS IS BASED UPON THE CONSTRUCTION DOCUMENTS, AND ARE NOT BASED UPON ACTUAL ON-SITE OBSERVATIONS AND MEASUREMENTS.

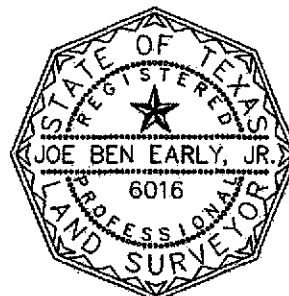
SURVEYOR CERTIFICATION:

THESE PLAT AND PLANS CONTAIN THE SURVEY RELATED INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE



1/6/12

JOE BEN EARLY, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6016



FEE \$36.49

TAX CERTIFICATE**DATA TRACE**10920 W. SAM HOUSTON PKWY N. SUITE 400
HOUSTON, TX 77064**REMIT CERT FEE TO:****DATATRACE****P.O. BOX 731206****DALLAS, TX 75373-1206**

800-869-6660 FAX 866-646-1330

CUST: ARMBRUST & BROWN, LLP**BRANCH:****ORDER: 58690.0193-01 CLOSER:****ORDER TYPE: A****SUBTYPE: R****DATE: 01/09/2014****CAD ACCOUNT NUMBER SUMMARY**

03-1116-0213-0000

SUMMARY OF ALL ACCOUNT(S)**SUMMARY OF CURRENT YEAR****SUMMARY OF ALL TAXES DUE**

	TAX YEAR	BASE TAX	DUE 01/14	DUE 02/14
TRAVIS COUNTY	2013	955.94	955.94	1,022.86
CITY OF AUSTIN	2013	971.60	971.60	1,039.61
ISD - DEL VALLE	2013	2,841.16	2,841.16	3,040.04
TRAVIS COUNTY HOSPITAL	2013	249.33	249.33	266.78
AUSTIN COMMUNITY COLLEGE	2013	183.42	183.42	196.26
TOTAL TAX		5,201.45	5,201.45	5,565.55

******* COMMENTS ***** CAUTION ***** READ BEFORE CLOSING *******

TRAVIS COUNTY - EXEMPTS: HS-20%/5,000; O65-65,000; DIS-65,000
 CITY OF AUSTIN - EXEMPTS: HS-; O65-51,000; DIS-51,000
 TRAVIS COUNTY HOSPITAL - EXEMPTS: HS-20%/5,000; O65-65,000; DIS-65,000
 AUSTIN COMMUNITY COLLEGE C - EXEMPTS: HS-1%/5,000; O65-85,000; DIS-85,000

02 03 06 2J 68

AB4/AB1

CAD# 03-1116-0213-0000
DESC LOT 1A 1ST RESUB NEIGHBORS A H ADDN ABST/SUB ID S09358
ACREAGE 1.740
SITUS 7001 E RIVERSIDE DR 02
MAIL 9111 JOLLYVILLE RD STE 111 AUSTIN TX 78759
ASSESSED OWNER(S)
MSCB RIVERSIDE LLC

2013 ASSESSED VALUES

LAND	193,276
IMPROVEMENT	0
TOTAL VALUE	193,276

ASSESSED AS LAND ONLY**TAX ENTITY INFORMATION**

TRAVIS COUNTY
 P O BOX 149328 AUSTIN TX 78714-9328
 PHONE 512-854-9473

PAYMENTS AS OF**12/30/2013**

13 TAX RATE 0.4946000
W/O EXEMPT 955.94

EXEMPTIONS NONE**AC# 148046**

	YR	BASE TAX	BASE DUE	DUE 01/14	DUE 02/14
	13	955.94	955.94	955.94	1,022.86
SUBTOTAL		955.94	955.94	955.94	1,022.86

PAGE 2 OF 3**TAX CERTIFICATE****DATA TRACE**

10920 W. SAM HOUSTON PKWY N. SUITE 400

REMIT CERT FEE TO:**DATATRACE****P.O. BOX 731206**

HOUSTON, TX 77064

DALLAS, TX 75373-1206

800-869-6660 FAX 866-646-1330

CUST: ARMBRUST & BROWN, LLP
ORDER: 58690.0193-01 CLOSER:BRANCH:
ORDER TYPE: A SUBTYPE: R DATE: 01/09/2014CITY OF AUSTIN
COLLECTED BY TRAVIS CO
PHONE 512-854-9473PAYMENTS AS OF 12/30/2013
13 TAX RATE 0.5027000
W/O EXEMPT 971.60

EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 01/14	DUE 02/14
AC# 148046	13	971.60	971.60	971.60	1,039.61
	SUBTOTAL	971.60	971.60	971.60	1,039.61

ISD - DEL VALLE
COLLECTED BY TRAVIS CO
PHONE 512-854-9473PAYMENTS AS OF 12/30/2013
13 TAX RATE 1.4700000
W/O EXEMPT 2,841.16

EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 01/14	DUE 02/14
AC# 148046	13	2,841.16	2,841.16	2,841.16	3,040.04
	SUBTOTAL	2,841.16	2,841.16	2,841.16	3,040.04

TRAVIS COUNTY HOSPITAL
P O BOX 149328 AUSTIN, TX 78714-9328
PHONE 512-854-9473PAYMENTS AS OF 12/30/2013
13 TAX RATE 0.1290000
W/O EXEMPT 249.33

EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 01/14	DUE 02/14
AC# 148046	13	249.33	249.33	249.33	266.78
	SUBTOTAL	249.33	249.33	249.33	266.78

AUSTIN COMMUNITY COLLEGE COLL BY TRAVIS
COLL BY TRAVIS COUNTY
PHONE 512-854-9473PAYMENTS AS OF 12/30/2013
13 TAX RATE 0.0949000
W/O EXEMPT 183.42

EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 01/14	DUE 02/14
AC# 148046	13	183.42	183.42	183.42	196.26
	SUBTOTAL	183.42	183.42	183.42	196.26

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

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PAGE 3 OF 3

HOA CERTIFICATE

DATA TRACE
10920 W. SAM HOUSTON PKWY N. SUITE 400
HOUSTON, TX 77064REMIT CERT FEE TO:
DATATRACE
P.O. BOX 731206
DALLAS, TX 75373-1206

800-869-6660 FAX 866-646-1330

CUST: ARMBRUST & BROWN, LLP
ORDER: 58690.0193-01 CLOSER:BRANCH:
ORDER TYPE: A SUBTYPE: R DATE: 01/09/2014

SELLER MSCB RIVERSIDE LLC
BUYER
COUNTY TRAVIS
SUBD NAME / BLK NEIGHBORS A H
NO MAINTENANCE ASSESSED

***** THIS SUBDIVISION IS NOT ASSESSED BY AN HOA *****

SUMMARY OF ACCOUNT 03-1116-0213-0000

DESC LOT 1A 1ST RESUB NEIGHBORS A H ADDN ABST/SUB ID S09358
SITUS 7001 E RIVERSIDE DR 02

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This HOA Certificate does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this HOA Certificate to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this HOA Certificate; (b) cover any changes made to the records of the association or other assessment authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid assessment information shown on the records of the association or other assessment authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS HOA CERTIFICATE OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a HOA Certificate is required to activate a Data Trace Customer Warranty.

FEE \$36.49

TAX CERTIFICATE**DATA TRACE**

10920 W. SAM HOUSTON PKWY N. SUITE 400
HOUSTON, TX 77064

800-869-6660 FAX 866-646-1330

REMIT CERT FEE TO:**DATATRACE****P.O. BOX 731206****DALLAS, TX 75373-1206****CUST: ARMBRUST & BROWN, LLP****BRANCH:****ORDER: 58690.0193-03 CLOSER:****ORDER TYPE: A****SUBTYPE: R****DATE: 01/09/2014****CAD ACCOUNT NUMBER SUMMARY**

03-1116-0212-0000

SUMMARY OF ALL ACCOUNT(S)**SUMMARY OF CURRENT YEAR****SUMMARY OF ALL TAXES DUE**

	TAX YEAR	BASE TAX	DUE 01/14	DUE 02/14
TRAVIS COUNTY	2013	975.98	975.98	1,044.30
CITY OF AUSTIN	2013	991.96	991.96	1,061.40
ISD - DEL VALLE	2013	2,900.71	2,900.71	3,103.76
TRAVIS COUNTY HOSPITAL	2013	254.55	254.55	272.37
AUSTIN COMMUNITY COLLEGE	2013	187.26	187.26	200.37
TOTAL TAX		5,310.46	5,310.46	5,682.20

******* COMMENTS ***** CAUTION ***** READ BEFORE CLOSING *******

TRAVIS COUNTY - EXEMPTS: HS-20%/5,000; O65-65,000; DIS-65,000
CITY OF AUSTIN - EXEMPTS: HS-; O65-51,000; DIS-51,000
TRAVIS COUNTY HOSPITAL - EXEMPTS: HS-20%/5,000; O65-65,000; DIS-65,000
AUSTIN COMMUNITY COLLEGE C - EXEMPTS: HS-1%/5,000; O65-85,000; DIS-85,000

02 03 06 2J 68

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CAD# 03-1116-0212-0000
DESC LOT 2A 1ST RESUB NEIGHBORS A H ADDN ABST/SUB ID S09358
ACREAGE 1.510
SITUS 6907 E RIVERSIDE DR 02
MAIL 9111 JOLLYVILLE RD STE 111 AUSTIN TX 78759
ASSESSED OWNER(S)

MSCB RIVERSIDE LLC**2013 ASSESSED VALUES**

LAND	197,327
IMPROVEMENT	0
TOTAL VALUE	197,327

ASSESSED AS LAND ONLY**TAX ENTITY INFORMATION**

TRAVIS COUNTY
P O BOX 149328 AUSTIN TX 78714-9328
PHONE 512-854-9473

PAYMENTS AS OF**12/30/2013****13 TAX RATE 0.4946000****W/O EXEMPT 975.98****EXEMPTIONS NONE****YR****BASE TAX****BASE DUE****DUE 01/14****DUE 02/14**

AC# 148045

13

975.98

975.98

975.98

1,044.30

SUBTOTAL

975.98

975.98

975.98

1,044.30

PAGE 2 OF 3**TAX CERTIFICATE****DATA TRACE**

10920 W. SAM HOUSTON PKWY N. SUITE 400

REMIT CERT FEE TO:**DATATRACE****P.O. BOX 731206**

HOUSTON, TX 77064

DALLAS, TX 75373-1206

800-869-6660 FAX 866-646-1330

CUST: ARMBRUST & BROWN, LLP
ORDER: 58690.0193-03 CLOSER:

BRANCH:

ORDER TYPE: A

SUBTYPE: R

DATE: 01/09/2014

CITY OF AUSTIN
COLLECTED BY TRAVIS CO
PHONE 512-854-9473

PAYMENTS AS OF

12/30/2013

13 TAX RATE 0.5027000

W/O EXEMPT 991.96

EXEMPTIONS NONE
AC# 148045YR
13BASE TAX
991.96BASE DUE
991.96DUE 01/14
991.96DUE 02/14
1,061.40

SUBTOTAL

991.96

991.96

991.96

1,061.40

ISD - DEL VALLE
COLLECTED BY TRAVIS CO
PHONE 512-854-9473

PAYMENTS AS OF

12/30/2013

13 TAX RATE 1.4700000

W/O EXEMPT 2,900.71

EXEMPTIONS NONE
AC# 148045YR
13BASE TAX
2,900.71BASE DUE
2,900.71DUE 01/14
2,900.71DUE 02/14
3,103.76

SUBTOTAL

2,900.71

2,900.71

2,900.71

3,103.76

TRAVIS COUNTY HOSPITAL
P O BOX 149328 AUSTIN, TX 78714-9328
PHONE 512-854-9473

PAYMENTS AS OF

12/30/2013

13 TAX RATE 0.1290000

W/O EXEMPT 254.55

EXEMPTIONS NONE
AC# 148045YR
13BASE TAX
254.55BASE DUE
254.55DUE 01/14
254.55DUE 02/14
272.37

SUBTOTAL

254.55

254.55

254.55

272.37

AUSTIN COMMUNITY COLLEGE COLL BY TRAVIS
COLL BY TRAVIS COUNTY
PHONE 512-854-9473

PAYMENTS AS OF

12/30/2013

13 TAX RATE 0.0949000

W/O EXEMPT 187.26

EXEMPTIONS NONE
AC# 148045YR
13BASE TAX
187.26BASE DUE
187.26DUE 01/14
187.26DUE 02/14
200.37

SUBTOTAL

187.26

187.26

187.26

200.37

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

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PAGE 3 OF 3

HOA CERTIFICATE

DATA TRACE

10920 W. SAM HOUSTON PKWY N. SUITE 400
HOUSTON, TX 77064

800-869-6660 FAX 866-646-1330

CUST: ARMBRUST & BROWN, LLP
ORDER: 58690.0193-03 CLOSER:

BRANCH:

ORDER TYPE: A

SUBTYPE: R

DATE: 01/09/2014

REMIT CERT FEE TO:

DATATRACE

P.O. BOX 731206

DALLAS, TX 75373-1206

SELLER MSCB RIVERSIDE LLC
BUYER
COUNTY TRAVIS
SUBD NAME / BLK NEIGHBORS A H
NO MAINTENANCE ASSESSED

***** THIS SUBDIVISION IS NOT ASSESSED BY AN HOA *****

SUMMARY OF ACCOUNT 03-1116-0212-0000

DESC LOT 2A 1ST RESUB NEIGHBORS A H ADDN ABST/SUB ID S09358
SITUS 6907 E RIVERSIDE DR 02

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This HOA Certificate does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this HOA Certificate to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this HOA Certificate; (b) cover any changes made to the records of the association or other assessment authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid assessment information shown on the records of the association or other assessment authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS HOA CERTIFICATE OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a HOA Certificate is required to activate a Data Trace Customer Warranty.

FEE \$36.49

TAX CERTIFICATE**DATA TRACE**

10920 W. SAM HOUSTON PKWY N. SUITE 400
HOUSTON, TX 77064

800-869-6660 FAX 866-646-1330

REMIT CERT FEE TO:**DATATRACE****P.O. BOX 731206****DALLAS, TX 75373-1206****CUST: ARMBRUST & BROWN, LLP****BRANCH:****ORDER: 58690.0193-02 CLOSER:****ORDER TYPE: A****SUBTYPE: R****DATE: 01/09/2014****CAD ACCOUNT NUMBER SUMMARY**

03-1116-0294-0000

SUMMARY OF ALL ACCOUNT(S)**SUMMARY OF CURRENT YEAR****SUMMARY OF ALL TAXES DUE**

	TAX YEAR	BASE TAX	DUE 01/14	DUE 02/14
TRAVIS COUNTY	2013	864.46	864.46	924.97
CITY OF AUSTIN	2013	878.62	878.62	940.12
ISD - DEL VALLE	2013	2,569.27	2,569.27	2,749.12
TRAVIS COUNTY HOSPITAL	2013	225.47	225.47	241.25
AUSTIN COMMUNITY COLLEGE	2013	165.87	165.87	177.48
TOTAL TAX		4,703.69	4,703.69	5,032.94

******* COMMENTS ***** CAUTION ***** READ BEFORE CLOSING *******

TRAVIS COUNTY - EXEMPTS: HS-20%/5,000; O65-65,000; DIS-65,000
CITY OF AUSTIN - EXEMPTS: HS-; O65-51,000; DIS-51,000
TRAVIS COUNTY HOSPITAL - EXEMPTS: HS-20%/5,000; O65-65,000; DIS-65,000
AUSTIN COMMUNITY COLLEGE C - EXEMPTS: HS-1%/5,000; O65-85,000; DIS-85,000

02 03 06 2J 68

AB4/AB1

CAD# 03-1116-0294-0000
DESC 6.899AC OF LOT 3 NEIGHBORS A H ADDN & ABS 24 DELVALLE S ACR 1.84 (TOTAL 8.7390) ABST/SUB ID S09358

ACREAGE 8.739

SITUS 2209 MAXWELL LN 02

MAIL 9111 JOLLYVILLE RD STE 111 AUSTIN TX 78759

ASSESSED OWNER(S)

MSCB RIVERSIDE LLC**2013 ASSESSED VALUES**

LAND	174,780
IMPROVEMENT	0
TOTAL VALUE	174,780

ASSESSED AS LAND ONLY**TAX ENTITY INFORMATION**

TRAVIS COUNTY
P O BOX 149328 AUSTIN TX 78714-9328
PHONE 512-854-9473

PAYMENTS AS OF**12/30/2013**

13 TAX RATE 0.4946000

W/O EXEMPT 864.46**EXEMPTIONS NONE**

AC# 858437

YR	BASE TAX	BASE DUE	DUE 01/14	DUE 02/14
13	864.46	864.46	864.46	924.97
SUBTOTAL	864.46	864.46	864.46	924.97

PAGE 2 OF 3**TAX CERTIFICATE****DATA TRACE**

10920 W. SAM HOUSTON PKWY N. SUITE 400

REMIT CERT FEE TO:**DATATRACE****P.O. BOX 731206**

HOUSTON, TX 77064

DALLAS, TX 75373-1206

800-869-6660 FAX 866-646-1330

CUST: ARMBRUST & BROWN, LLP

BRANCH:

ORDER: 58690.0193-02 CLOSER:

ORDER TYPE: A

SUBTYPE: R

DATE: 01/09/2014

CITY OF AUSTIN
COLLECTED BY TRAVIS CO
PHONE 512-854-9473

PAYMENTS AS OF	12/30/2013
13 TAX RATE	0.5027000
W/O EXEMPT	878.62

EXEMPTIONS NONE
AC# 858437

YR	BASE TAX	BASE DUE	DUE 01/14	DUE 02/14
13	878.62	878.62	878.62	940.12
SUBTOTAL	878.62	878.62	878.62	940.12

ISD - DEL VALLE
COLLECTED BY TRAVIS CO
PHONE 512-854-9473

PAYMENTS AS OF	12/30/2013
13 TAX RATE	1.4700000
W/O EXEMPT	2,569.27

EXEMPTIONS NONE
AC# 858437

YR	BASE TAX	BASE DUE	DUE 01/14	DUE 02/14
13	2,569.27	2,569.27	2,569.27	2,749.12
SUBTOTAL	2,569.27	2,569.27	2,569.27	2,749.12

TRAVIS COUNTY HOSPITAL
P O BOX 149328 AUSTIN, TX 78714-9328
PHONE 512-854-9473

PAYMENTS AS OF	12/30/2013
13 TAX RATE	0.1290000
W/O EXEMPT	225.47

EXEMPTIONS NONE
AC# 858437

YR	BASE TAX	BASE DUE	DUE 01/14	DUE 02/14
13	225.47	225.47	225.47	241.25
SUBTOTAL	225.47	225.47	225.47	241.25

AUSTIN COMMUNITY COLLEGE COLL BY TRAVIS
COLL BY TRAVIS COUNTY
PHONE 512-854-9473

PAYMENTS AS OF	12/30/2013
13 TAX RATE	0.0949000
W/O EXEMPT	165.87

EXEMPTIONS NONE
AC# 858437

YR	BASE TAX	BASE DUE	DUE 01/14	DUE 02/14
13	165.87	165.87	165.87	177.48
SUBTOTAL	165.87	165.87	165.87	177.48

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

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PAGE 3 OF 3

HOA CERTIFICATE

DATA TRACE

10920 W. SAM HOUSTON PKWY N. SUITE 400
HOUSTON, TX 77064

REMIT CERT FEE TO:

DATATRACE

P.O. BOX 731206

DALLAS, TX 75373-1206

800-869-6660 FAX 866-646-1330

CUST: ARMBRUST & BROWN, LLP

BRANCH:

ORDER: 58690.0193-02 CLOSER:

ORDER TYPE: A

SUBTYPE: R

DATE: 01/09/2014

SELLER MSCB RIVERSIDE LLC
BUYER
COUNTY TRAVIS
SUBD NAME / BLK NEIGHBORS A H
NO MAINTENANCE ASSESSED

***** THIS SUBDIVISION IS NOT ASSESSED BY AN HOA *****

SUMMARY OF ACCOUNT 03-1116-0294-0000

DESC 6.899AC OF LOT 3 NEIGHBORS A H ADDN & ABS 24 DELVALLE S ACR 1.84 (TOTAL
SITUS 2209 MAXWELL LN 02

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This HOA Certificate does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this HOA Certificate to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this HOA Certificate; (b) cover any changes made to the records of the association or other assessment authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid assessment information shown on the records of the association or other assessment authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS HOA CERTIFICATE OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a HOA Certificate is required to activate a Data Trace Customer Warranty.

ATTACHMENT 2

[ENCUMBRANCES]

1. Restrictive covenants of record in Volume 22, Page 45 and Volume 47, Page 70, of the Plat Records of Travis County, Texas and in Document Number 201300231, Official Public Records of Travis County, Texas.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat:

Purpose: 30' drainage easement
Affects: traverses the northwesterly side and the middle rear property lines
Recording No. Volume 47, Page 70, Plat Records of Travis County, Texas
(Lot 1-A)

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat:

Purpose: 10' public utility easement
Affects: along and adjacent to 30' drainage easement
Recording No. Volume 47, Page 70, Plat Records of Travis County, Texas
(Lot 1-A)

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat:

Purpose: existing 10' public utility easement
Affects: traverses the middle portion of lot
Recording No. Volume 47, Page 70, Plat Records of Travis County, Texas
(Lot 1-A)

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat:

Purpose: 5' public utility easement
Affects: along the entire southerly side property lines
Recording No. Volume 47, Page 70, Plat Records of Travis County, Texas
(Lot 1-A)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat:

Purpose: public utility easement
Affects: rear 5'
Recording No. Volume 47, Page 70, Plat Records of Travis County, Texas
(Lot 1-A)

{W0586488.6}

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat:

Purpose: public utility easement
Affects: rear 5'
Recording No. Volume 47, Page 70, Plat Records of Travis County, Texas
(Lot 2-A)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat:

Purpose: existing 5' public utility easement
Affects: along the entire northwesterly property line
Recording No. Volume 47, Page 70, Plat Records of Travis County, Texas
(Lot 2-A)

9. A building set back line, as disclosed by said map/plat. Volume 47, Page 70, Plat Records of Travis County, Texas

Affects: front 25'
(Lot 1-A)

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to: City of Austin
Purpose: drainage easement
Recording No. Document No. 2006077232, Official Public Records of Travis County, Texas
(Lots 1-A and 2-A)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to: City of Austin
Purpose: sanitary sewer
Recording No. Volume 3817, Page 1183, of the Deed Records of Travis County, Texas
(Lot 2)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to: City of Austin
Purpose: sanitary sewer

{W0586488.6}

Recording No. Volume 3818, Page 1203, of the Deed Records of Travis County,
Texas

(Lot 2)

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to: City of Austin
Purpose: wastewater
Recording No. Document No. 2013155509, Official Public Records of Travis
County, Texas

(Lot 2)

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to: City of Austin
Purpose: drainage
Recording No. Document No. 2013200432, Official Public Records of Travis
County, Texas

(Lot 2)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat:

Purpose: 15' electric and telephone easement
Recording No. Document No. 201300231, Official Public Records of Travis
County, Texas

(Lot 1)

16. Subdivision Construction Agreement filed November 5, 2013 and recorded in Document No. 2013200433, Official Public Records of Travis County, Texas.

17. Declaration of Easements and Restrictive Covenant Regarding Unified Development and Maintenance of Drainage Facilities filed November 6, 2013 and recorded in Document No. 2013200846, Official Public Records of Travis County, Texas.

18. Drainage Easement filed December 2, 2013 and recorded in Document No. 2013213090, Official Public Records of Travis County, Texas.

19. Electric Utility Easement filed December 4, 2013 and recorded in Document No. 2013214677, Official Public Records of Travis County, Texas.

20. Wastewater Lines Easement filed December 18, 2013 and recorded in Document No. 2013221741, Official Public Records of Travis County, Texas.

21. Wastewater Lines Easement filed December 18, 2013 and recorded in Document No. 2013221742, Official Public Records of Travis County, Texas.
22. Public Utility Easement filed December 18, 2013 and recorded in Document No. 2013221743, Official Public Records of Travis County, Texas.

ATTACHMENT 3

COMMON INTEREST ALLOCATION

The Common Interest Allocation and percentage of liability for common expenses for each Unit is 1/115.

THE COMMON INTEREST ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL DECREASE IF ADDITIONAL UNITS ARE CREATED AND ADDED TO THE REGIME BY THE DECLARANT.

BUILDING LCE ALLOCATION

BUILDING LCE ALLOCATION		
<u>Building</u>		<u>Building LCE Allocation Per Unit</u>
**	**	**

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 9.3* of the Declaration and is a necessary prerequisite to establishing sufficient reserves. 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 or 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 a 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 (IT, cable, fiber optics, etc.), a "Reserve Study" specialist or from using tables in technical manuals on useful lives of various components. The Board may reevaluate its funding level each year 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, roofing, electrical systems, plumbing, information technology equipment, floor coverings, air conditioning systems, heating and hot water equipment, 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. Typically, the deferred maintenance account would include such components as painting, staining, and caulking.

ATTACHMENT 5
GUIDE TO ASSOCIATION'S MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS

This Guide lists several of the major management and governance functions of a typical residential development with a mandatory owners association. The Association's Board may, from time to time, use this Guide to consider what functions, if any, to delegate to one or more managers, managing agents, employees, or volunteers. Because laws and practices change over time, the Association and/or the Board should not use this Guide without taking account of applicable changes in law and practices.

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY HOA OFFICERS OR DIRECTORS	DELEGATED TO HOA EMPLOYEE OR AGENT
<u>FINANCIAL MANAGEMENT</u>	X	
Adopt annual budget and levy assessments, per Declaration.		X
Prepare annual operating budget, periodic operating statements, and year-end statement.		X
Identify components of the property the HOA is required to maintain. Estimate remaining useful life of each component. Estimate costs and schedule of major repairs and replacements, and develop replacement reserve schedule for 5, 10, and 20-year periods. Annually update same.		X
Collect assessments and maintain HOA accounts.		X
Pay HOA's expenses and taxes.		X
Obtain annual audit and income tax filing.		X
Maintain fidelity bond on whomever handles HOA funds.		X
Report annually to members on financial status of HOA.		X
<u>PHYSICAL MANAGEMENT</u>		
Inspect, maintain, repair, and replace, as needed, all components of the property for which the HOA has maintenance responsibility.		X
Contract for services, as needed to operate or maintain the property.		X

{W0586488.6}

DECLARATION OF CONDOMINIUM REGIME
EASTWOOD AT RIVERSIDE

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY HOA OFFICERS OR DIRECTORS	DELEGATED TO HOA EMPLOYEE OR AGENT
Prepare specifications and call for bids for major projects.		X
Coordinate and supervise work on the property, as warranted.		X
<u>ADMINISTRATIVE MANAGEMENT</u>		
Receive and respond to correspondence from owners, and assist in resolving owners' problems related to the HOA.		X
Conduct hearings with owners to resolve disputes or to enforce the governing documents.		X
Obtain and supervise personnel and/or contracts needed to fulfill HOA's functions.		X
Schedule HOA meetings and give owners timely notice of same.		X
Schedule board meetings and give directors timely notice of same.		X
Enforce the governing documents.		X
Maintain insurance and bonds as required by the governing documents or state law, or as customary for similar types of property in the same geographic area.		X
Maintain HOA books, records, and files.		X
Maintain HOA's corporate charter and registered agent & address.		X
<u>OVERALL FUNCTIONS</u>		
Promote harmonious relationships within the community.		X
Protect and enhance property values in the community.		X
Encourage compliance with governing documents and Applicable Laws and ordinances.		X
Act as liaison between the community of owners and governmental, taxing, or regulatory bodies.		X

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY HOA OFFICERS OR DIRECTORS	DELEGATED TO HOA EMPLOYEE OR AGENT
Protect the HOA and the property from loss and damage by lawsuit or otherwise.		X

ATTACHMENT 6

MAINTENANCE RESPONSIBILITY CHART

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

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Control access gate at street entrance, if any.	All aspects.	None.
Water detention pond, if any.	All aspects.	None.
Fences, screening walls, and retaining walls around perimeter of property.	All aspects.	None.
Interior asphalt streets.	All aspects.	None.
Street lights.	All aspects.	None.
Sidewalks.	All aspects.	None
Mailboxes & exterior street addresses or Unit numbers.	All aspects if located outside of Unit.	All aspects if located within Unit.
Trash receptacles.	All aspects with respect to those serving the community as a whole.	Bags or individual wheeled cans, if used.

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COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Landscaped areas.	All aspects with respect to General Common Elements, "Landscape Services" to be provided as set forth in Article 9 of the Declaration.	All aspects, other than "Landscape Services" to be provided by the Association as set forth in Article 9 of the Declaration.
DETACHED UNITS:		
Roofs.	None.	All aspects.
Gutters and downspouts.	None.	All aspects.
Roof-mounted attachments.	None.	All aspects.
Building exteriors.	None.	All aspects.
Building foundations, patio slabs and A/C slabs.	None.	All aspects.
Driveways serving individual Units.	None.	All aspects.
Exterior light fixtures on Buildings.	None.	All aspects.
Garages.	None.	All aspects.
Fireplaces & chimneys.	None.	All aspects.
Skylights, if any.	None.	All aspects.
Attics.	None.	All aspects.
Insulation & weatherstripping.	None.	All aspects.

{W0586488.6}

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Building interior, including Improvements, fixtures, partition walls and floors within Unit.	None.	All aspects.
Sheetrock in Building (walls and ceilings) & treatments on walls.	None.	All aspects.
Exterior doors of Units.	None.	All aspects.
Windows of Units.	None.	All aspects.
Underground water, wastewater, electrical lines & systems.	All aspects.	None.
Interior water, wastewater, electrical lines & systems serving a Unit exclusively.	None	All aspects.
Heating and cooling systems & water heaters.	None.	All aspects.
Intrusion alarms smoke/heat detectors, monitoring equipment.	None.	All aspects.
Cable for television or internet.	Standards for location and appearance of exterior cable and/or conduit.	All other aspects.
Television antennas & satellite dishes.	Standards for location and appearance of exterior cable and/or conduit.	All other aspects.
ATTACHED UNITS:		
Roofs (Building LCE).	All aspects	None.

{W0586488.6}

DECLARATION OF CONDOMINIUM REGIME
EASTWOOD AT RIVERSIDE

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Gutters and downspouts (Building LCE)	All aspects.	None.
Exterior vertical walls of Buildings, other exterior features of Buildings not specifically listed in chart (Building LCE)	All aspects.	None.
Building foundations, patio slabs, and A/C slabs (Building LCE).	All aspects.	None.
Exterior light fixtures on Buildings (Building LCE).	All aspects.	None.
Garages.	Roofs and exterior vertical walls, as described above (Building LCE).	All other aspects, except those noted for Association.
Fireplaces & chimneys.	None	All aspects.
Skylights, if any.	None.	All aspects.
Attics.	None	All aspects.
Insulation & weatherstripping.	None.	All aspects
Walls and floors within Unit.	None.	All aspects.
Sheetrock in Unit (walls and ceilings) & treatments on walls.	None.	All aspects.
Exterior doors of Units.	None.	All aspects.
Windows of Units.	Exterior caulking in connection with periodic exterior painting or staining.	All other aspects, except those noted for Association, including window frames, screens, locks, glass panes, glazing, and caulking.

{W0586488.6}

DECLARATION OF CONDOMINIUM REGIME
EASTWOOD AT RIVERSIDE

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Heating and cooling systems & water heaters.	None.	All aspects.
Intrusion alarms smoke/heat detectors, monitoring equipment.	None.	All aspects.

{W0586488.6}

DECLARATION OF CONDOMINIUM REGIME
EASTWOOD AT RIVERSIDE

APPENDIX "A"

DECLARANT RESERVATIONS AND REPRESENTATIONS

A.1. General Provisions.

A.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling Declarant-related provisions in this Appendix.

A.1.2. General Reservation and Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other Owner, or the Association, prevent or interfere with the rights contained in this Appendix which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of a conflict between this Appendix "A" and any other Document, this Appendix "A" controls. This Appendix may not be amended without the prior written consent of Declarant. The terms and provisions of this Appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

A.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and Declarant Control Period to ensure a complete and orderly sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees. The "Development Period", as specifically defined in the *Section 1.18* of the Declaration, means the seven (7) year period beginning on the date this Declaration is Recorded, unless such period is earlier terminated by Declarant's recordation of a notice of termination. Declarant Control Period is defined in *Section 1.15* of the Declaration. Declarant may not use its control of the Association and the Property for an advantage over the Owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with ninety (90) days' written notice.

A.2. Declarant Control Period Reservations. For the benefit and protection of Owners and mortgagees, and for the purpose of ensuring a complete and orderly build-out and sellout of the Property, Declarant will retain control of the Association, subject to the following:

A.2.1. Association Budget. During the Declarant Control Period, the Declarant-appointed Board will establish a projected budget for the Property as a fully developed, fully constructed, and fully occupied residential community with a level of services and maintenance that is typical for similar types of developments in the general area of the

Property, using cost estimates that are current for the period in which the budget is prepared. The Association budget may not include enhancements voluntarily provided by Declarant to facilitate the marketing of new homes in the Property.

A.2.2. Officers and Directors. During Declarant Control Period, Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be members or owners, and each of whom is indemnified by the Association as a "Leader," subject to the following limitation: within one hundred and twenty (120) days after fifty percent (50%) of the maximum number of Units that may be created have been conveyed to Owners other than Declarant, at least one-third (1/3) of the Board must be elected by Owners other than Declarant.

A.2.3. Obligation for Assessments. For each Unit owned by Declarant, Declarant is liable for Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments in the same manner as any Owner. Regarding Regular Assessments and Building LCE Assessments, during the Declarant Control Period only, Declarant at Declarant's option may support the Association's budget by either of the following methods: (i) Declarant will pay Regular Assessments and Building LCE Assessments on each Declarant owned Unit in the same manner as any Owner; or (ii) Declarant will assume responsibility for the difference between the Association's actual common expenses as they are paid and the Regular Assessments and Building LCE Assessments received from Owners other than Declarant, and will provide any additional funds necessary to pay actual cash outlays of the Association. On the earlier to occur of three (3) years after the first conveyance of a Unit by the Declarant or termination of the Declarant Control Period, Declarant must begin paying Assessments on each Declarant owned Unit according to the Unit's allocated Interest for Assessments.

A.2.4. Obligation for Reserves. During the Declarant Control Period, neither the Association nor Declarant may use the Association working capital or reserve funds to pay operational expenses of the Association.

A.2.5. Enhancements. During the Declarant Control and Development Periods, Declarant – solely at Declarant's discretion – may voluntarily provide enhancements for the Property, such as higher levels of maintenance, management, insurance, and seasonal color in landscaping.

A.2.6. Expenses of Declarant. Expenses related to the marketing of the Property will be paid by Declarant and are not expenses of the Association.

A.2.7. Management Contract. If Declarant enters into a professional management contract on behalf of the Association during Declarant Control Period, the Association has the right to terminate the contract without cause or penalty, but with at

least thirty (30) days written notice to the manager, at any time after a Board elected by the Owners other than Declarant takes office.

A.3. Development Period Rights. Declarant makes the following representations and reservations regarding Declarant's development of the Property:

A.3.1. Annexation. The Property is subject to expansion by phasing for up to seven (7) years from the date this Declaration is recorded. During the Development Period, Declarant may annex additional property into the Regime, and subject such property to this Declaration and the jurisdiction of the Association by recording an amendment or supplement of this Declaration, executed by Declarant, in the Official Public Records of Travis County, Texas.

A.3.2. Creation of Units. When created, the Property contains one hundred fifteen (115) Units; however, Declarant reserves the right to create up to and including one hundred fifty (150) Units upon full buildout of all phases of the project which may include land added by the Declarant in accordance with Section 2.2 of the Declaration. Declarant's right to create Units is for a term of years and does not require that Declarant own a Unit in the Property at the time or times Declarant exercises its right of creation. The instrument creating additional units must include a revised Common Interest Allocation.

A.3.3. Changes in Development Plan. During the Development Period, Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Modifications may include, without limitation, the subdivision or combination of Units, changes in the sizes, styles, configurations, materials, and appearances of Units, and Common Elements. Without limitation on the foregoing, during the Development Period, Declarant shall have the express right to designate General Common Elements as Yard Area.

A.3.4. Architectural Control. During the Development Period, Declarant has the absolute right of architectural control. Notwithstanding the foregoing, during the Development Period and after termination of Declarant Control, or earlier if Declarant permits, the Board may appoint or serve as a "modifications committee" to respond exclusively to modifications of completed Units that are owned by persons other than Declarant. A modifications committee may not involve itself with the approval of new Units or Common Elements.

A.3.5. Transfer Fees. During the Development Period, Declarant will not pay transfer-related and resale certificate fees.

A.3.6. Website & Property Name. During the Development Period, Declarant has the unilateral right to approve or disapprove uses of any website purporting to serve

the Property or the Association, all information available on or through the Property website, if any, and all uses of the property name by the Association.

A.3.7. Fines and Penalties. During the Development Period, neither Declarant nor Units owned by Declarant are liable to the Association for late fees, fines, administrative charges, or any other charge that may be considered a penalty.

A.3.8. Statutory Development Rights. As permitted by the Act, Declarant reserves the following Development Rights which may be exercised during the Development Period: (i) to add real property to the Property; (ii) to create Units, General Common Elements, and Limited Common Elements within the Property; (iii) to subdivide Units, convert Units into Common Elements, or convert Attached Units into Detached Units and Common Elements; and (iv) to withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," provided that no Unit in the portion to be withdrawn has been conveyed to an Owner other than Declarant.

A.3.9. Development Rights Reserved. Regarding portions of the real property shown on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," if any, Declarant makes no assurances as to whether Declarant will exercise its Development Rights, the order in which portions will be developed, or whether all portions will be developed. The exercise of Development Rights as to some portions will not obligate Declarant to exercise them as to other portions.

A.3.10. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other Owners or any mortgagee, for the following limited purposes:

- (i) To meet the requirements, standards, or recommended guidelines of an Underwriting Lender to enable an institutional or governmental lender to make or purchase mortgage loans on the Units.
- (i) To correct any defects in the execution of this Declaration or the other Documents.
- (ii) To add real property to the Property, in the exercise of statutory Development Rights.
- (iii) To create Units, General Common Elements, and Limited Common Elements within the Property, in the exercise of statutory Development Rights.

- (iv) To subdivide, combine, or reconfigure Units or convert Units into Common Elements, or convert Attached Units into Detached Units and Common Elements, in the exercise of statutory Development Rights.
- (v) To withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights" in the exercise of statutory Development Rights.
- (vi) To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.
- (vii) To change the name or entity of Declarant.
- (viii) For any other purpose, provided the amendment has no material adverse effect on any right of any owner.

A.4. Special Declarant Rights. As permitted by the Act, Declarant reserves the below described Special Declarant Rights, to the maximum extent permitted by Applicable Law, which may be exercised, where applicable, anywhere within the Property during the Development Period. Unless terminated earlier by an amendment to this Declaration executed by Declarant, any Special Declarant Right may be exercised by Declarant so long as Declarant holds a Development Right to create additional Units or Common Elements or Declarant owns a Unit, whichever ceases last. Earlier termination of certain rights may occur by statute.

- (i) The right to complete or make Improvements indicated on the Plat and Plans.
- (ii) The right to exercise any Development Right permitted by the Act and this Declaration.
- (iii) The right to make the Property part of a larger condominium or planned community.
- (iv) The right to use Units owned or leased by Declarant or Common Elements as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property.
- (v) For purposes of promoting, identifying, and marketing the Property, Declarant reserves an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and Residents. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same

from time to time within the Property. Declarant also reserves the right to sponsor marketing events – such as open houses, MLS tours, and brokers parties – at the Property to promote the sale of Units.

- (vi) Declarant has an easement and right of ingress and egress in and through the Common Elements and Units owned or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under the Act and this Declaration.
- (vii) The right to appoint or remove any Declarant-appointed officer or director of the Association during Declarant Control Period consistent with the Act.

A.5. Additional Easements and Rights. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, for the duration of the Development Period:

- (i) An easement and right to erect, construct, and maintain on and in the Common Elements and Units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property.
- (ix) The right to sell or lease any Unit owned by Declarant. Units owned by Declarant are not subject to leasing or occupancy restrictions or prohibitions contained elsewhere in this Declaration or the other Documents.
- (x) The right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered, adjoining Units, or Common Elements. Requests for entry must be made in advance for a time reasonably convenient for the Owner who may not unreasonably withhold consent.
- (xi) An easement and right to make structural changes and alterations on Common Elements and Units used by Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein. Declarant, at Declarant's sole expense, will restore altered Common Elements and Units to conform to the architectural standards of the Property. The restoration will be done no later than one hundred and twenty (120) days after termination of the Development Period.
- (xii) An easement over the entire Property, including the Units, to inspect the Common Elements and all Improvements thereon and related thereto to

evaluate the maintenance and condition of the Common Element Improvements.

- (xiii) The right to provide a reasonable means of access and parking for prospective Unit purchasers in connection with the active marketing of Units by Declarant.

A.6. Marketing Other Locations. This Declaration grants to Declarant a number of significant rights to market the Property. Declarant hereby reserves for itself and its affiliates the right to use each and every such right and privilege for the additional purposes of promoting, identifying, and marketing off-site developments of Declarant or its affiliates for the duration of the Development Period, even though Declarant may have completed the marketing of Units in the Property. Additionally, Declarant – at Declarant's sole option and discretion – may extend the effect of this Section for up to twelve (12) months after the end of the Development Period by paying the Association \$1,000.

A.7. Common Elements. Because the Common Elements are owned by the Owners, collectively and in undivided interest, the Common Elements are not capable of being separately conveyed. The transfer of control of the Association at the end of the Declarant Control Period is not a transfer of the ownership of the Common Elements. Because ownership of the Common Elements is not conveyed by Declarant to the Association, there is no basis for the popular misconception that Owners may "accept" or "refuse" the Common Elements.

A.8. Successor Declarant. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and Recorded in the Official Public Records of Travis County, Texas. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

January 10 2014 01:40 PM

FEE: \$ 526.00 2014005106

AFTER RECORDING RETURN TO:

JOSHUA D. BERNSTEIN, ESQ.
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

EASTWOOD AT RIVERSIDE COMMUNITY MANUAL

Consisting of:

**Bylaws
Initial Rules & Regulations
Assessment Collection Policy
Fine Policy**

**For Owners & Residents of
Eastwood at Riverside**

PROPERTY

Eastwood at Riverside is located at 7003 East Riverside Drive, Austin, Texas, 78741, and is subject to the Declaration of Condominium Regime for Eastwood at Riverside, recorded or to be recorded in the Official Public Records of Travis County, Texas.

EASTWOOD AT RIVERSIDE COMMUNITY MANUAL

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I. EASTWOOD AT RIVERSIDE CONDOMINIUM COMMUNITY, INC.

BYLAWS

(a Texas condominium association)

ARTICLE 1

INTRODUCTION

1.1. **Property.** These Bylaws of Eastwood at Riverside Condominium Community, Inc., provide for the governance of the condominium regime known as EASTWOOD AT RIVERSIDE, established on certain real property located in Travis County, Texas (the "**Property**"), as more particularly described in that certain Declaration of Condominium Regime for Eastwood at Riverside, recorded or to be recorded in the Official Public Records of Travis County, Texas (the "**Declaration**").

1.2. **Parties to Bylaws.** All present or future Owners of Units and all other Persons who use or occupy the Property in any manner are subject to these Bylaws, the Declaration, and the other Documents as defined in the Declaration. The mere acquisition or occupancy of a Unit will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.3. **Definitions.** Words and phrases defined in the Declaration have the same meanings when used in these Bylaws. Article 1 of the Declaration is incorporated herein by reference.

1.4. **Nonprofit Purpose.** The Association is organized to be a nonprofit corporation.

1.5. **Declarant Control.** Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in Appendix "A" of the Declaration during the Declarant Control Period and the Development Period, as defined in the Declaration, including the number, qualification, appointment, removal, and replacement of directors.

1.6. **General Powers and Duties.** The Association, acting through the Board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property as may be required or permitted by the Documents and Applicable Law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

ARTICLE 2

BOARD OF DIRECTORS

During the Declarant Control Period, Appendix "A" of the Declaration governs the number, qualification, and appointment of directors. The initial directors will be appointed by Declarant and need not be Owners. Directors appointed by Declarant may not be removed

by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

2.1. **Number and Term of Office.** The initial Board will consist of four (4) persons. Two directors will be elected for a three (3) year terms, one director will be elected for a two (2) year term, and one director will be elected for a one (1) year term. A director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of directors may be changed by amendment of these Bylaws, but may not be less than three (3).

2.2. **Qualification.** The following qualifications apply to the election or appointment of persons to the Board.

2.2.1. **Owners.** At least a Majority of the directors must be Members of the Association or spouses of Members.

2.2.2. **Entity Member.** If a Unit is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity Member is eligible to serve as a director and is deemed to be a Member for the purposes of this Section. If the relationship between the entity Member and the director representing it terminates, that directorship will be deemed vacant.

2.2.3. **Delinquency.** No person may be elected or appointed as a director if any assessment or fine against the person or his Unit is delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure the delinquency.

2.2.4. **Litigation.** No person may be elected or appointed as a director if the person is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party.

2.3. **Election.** Directors will be elected by the Members of the Association. The election of directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by mail, facsimile transmission, electronic mail, or a combination of any of these.

2.4. **Vacancies.** Vacancies on the Board caused by any reason, except the removal of a director by a vote of the Association, are filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board. Each director so elected serves until the next meeting of the Association, at which time a successor will be elected to fill the remainder of the term.

2.5. **Removal of Directors.**

2.5.1. Removal by Members. At any annual meeting or special meeting of the Association, any one or more of the directors may be removed with or without cause by Members representing at least two-thirds (2/3) of the votes present in person or by proxy at the meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members must be given an opportunity to be heard at the meeting.

2.5.2. Removal by Directors. A director may not be removed by the officers or by the remaining directors, except for the following limited reasons for which a director may be removed by at least a Majority of the other directors at a meeting of the Board called for that purpose:

i. The director is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party; provided the Association did not file suit to effect removal of the director.

ii. The director's account with the Association has been delinquent for at least ninety (90) days or has been delinquent at least three (3) times during the preceding twelve (12) months; provided he was given notice of the default and a reasonable opportunity to cure.

iii. The director has refused or failed to attend three (3) or more meetings of the Board during the preceding twelve (12) months; provided he was given proper notice of the meetings.

iv. The director has refused or failed to cure a violation of the Documents for which he has been given notice, a reasonable opportunity to cure, and an opportunity to request a hearing before the Board.

2.6. Meetings of the Board.

2.6.1. Organizational Meeting of the Board. Within ten (10) days after the annual meeting, the directors will convene an organizational meeting for the purpose of electing officers. The time and place of the meeting will be fixed by the Board and announced to the directors.

2.6.2. Regular Meetings of the Board. Regular meetings of the Board may be held at a time and place that the Board determines, from time to time, but at least one (1) such meeting must be held each calendar quarter. Notice of regular meetings of the Board will be given to each director, personally or by telephone, written, or electronic communication, at least three (3) days prior to the date of the meeting.

2.6.3. Special Meetings of the Board. Special meetings of the Board may be called by the president or, if he is absent or refuses to act, by the secretary, or by any two (2) directors. At least three (3) days notice will be given to each director, personally or

by telephone, written, or electronic communication, which notice must state the place, time, and purpose of the meeting.

2.6.4. Emergency Meetings. In case of emergency, the Board may convene a meeting after making a diligent attempt to notify each director by any practical method.

2.6.5. Conduct of Meetings. The president presides over meetings of the Board and the secretary keeps, or causes to be kept, a record of resolutions adopted by the Board and a record of transactions and proceedings occurring at meetings. When not in conflict with law or the Documents, the then current edition of Robert's Rules of Order governs the conduct of the meetings of the Board.

2.6.6. Quorum. At meetings of the Board, a Majority of directors constitutes a quorum for the transaction of business, and the acts of the Majority of the directors present at a meeting at which a quorum is present are the acts of the Board. If less than a quorum is present at a meeting of the Board, the Majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice. Directors may not participate by proxy at meetings of the Board.

2.6.7. Open Meetings. Regular and special meetings of the Board are open to Members of the Association, subject to the following provisions to the extent permitted or required by the Act:

- i. No audio or video recording of the meeting may be made, except by the Board or with the Board's prior express consent.
- ii. Members who are not directors may not participate in Board deliberations under any circumstances, and may not participate in Board discussions unless the Board expressly so authorizes at the meeting.
- iii. The Board may adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of business to be considered in executive session will first be announced in open session.
- iv. The Board may prohibit attendance by non-Members, including representatives, proxies, agents, and attorneys of Members.
- v. The Board may prohibit attendance by any Member who disrupts meetings or interferes with the conduct of Board business.

vi. The Board may but is not required to publish to Members the time, date, and place of Board meetings, but will provide the information if requested in writing by a Member on a meeting by meeting basis.

2.6.8. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.6.9. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote. This Section does not apply to actions that require meetings under the Act.

2.7. Liabilities and Standard of Care. In performing their duties, the directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of State law: Section 82.103(a) and (f) of the Act, and Sections 3.102, 3.105, 22.221, 22.223, 22.224, 22.225, 22.226, 22.227 and 22.230 of the Texas Business Organizations Code.

2.8. Powers and Duties. The Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property. The Board may do all acts and things except those which, by law or the Documents, are reserved to the Members and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in laws or the Documents, or powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board include, but are not limited to, the following:

2.8.1. Appointment of Committees. The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee Members, and may provide for reports, termination, and other administrative matters deemed appropriate by the Board. Members of committees will be appointed from among the Owners and residents.

2.8.2. Manager. The Board may employ a manager or managing agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

2.9. **Fidelity Bonds.** Any person handling or responsible for Association funds, including officers, agents, and employees of the Association, must furnish adequate fidelity bonds. The premiums on the bonds may be a common expense of the Association.

ARTICLE 3

OFFICERS

3.1. **Designation.** The principal officers of the Association are the president, the secretary, and the treasurer. The Board may appoint one (1) or more vice-presidents and other officers and assistant officers as it deems necessary. The president and secretary must be directors. Other officers may, but need not, be Members or directors. Any two (2) offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the Board may appoint a director to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2. **Election of Officers.** The officers are elected no less than annually by the directors at the organizational meeting of the Board and hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until their respective successors have been designated by the Board.

3.3. **Removal and Resignation of Officers.** A Majority of directors may remove any officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the Board.

3.4. **Standard of Care.** In performing their duties, the officers are required to exercise the standards of care provided by Section 82.103(a) and (f) of the Act and by Section 3.105 of the Texas Business Organizations Code.

3.5. **Description of Principal Offices.**

3.5.1. **President.** As the chief executive officer of the Association, the president: (i) presides at all meetings of the Association and of the Board; (ii) has all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) has general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) sees that all orders and resolutions of the Board are carried into effect.

3.5.2. **Secretary.** The secretary: (i) keeps the minutes of all meetings of the Board and of the Association; (ii) has charge of such books, papers, and records as the Board may direct; (iii) maintains a record of the names and addresses of the Members

for the mailing of notices; and (iv) in general, performs all duties incident to the office of secretary.

3.5.3. **Treasurer.** The treasurer: (i) is responsible for Association funds; (ii) keeps full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepares all required financial data and tax returns; (iv) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (v) prepares the annual and supplemental budgets of the Association; (vi) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (vii) performs all the duties incident to the office of treasurer.

3.6. **Authorized Agents.** Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of Board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4

MEETINGS OF THE ASSOCIATION

4.1. **Annual Meeting.** An annual meeting of the Association will be held once during each 12 month period on a date and at a time determined by the Board. At each annual meeting the Members will elect directors in accordance with these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

4.2. **Special Meetings.** It is the duty of the president to call a special meeting of the Association if directed to do so by a Majority of the Board or by a petition signed by Owners of at least twenty percent (20%) of the Units. The meeting must be held within thirty (30) days after the Board resolution or receipt of petition. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

4.3. **Place of Meetings.** Meetings of the Association may be held at the Property or at a suitable place convenient to the Members, as determined by the Board.

4.4. **Notice of Meetings.** At the direction of the Board, written notice of meetings of the Association will be given to an Owner of each Unit at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

4.5. **Ineligibility.** The Board may determine that no Member may vote at meetings of the Association if the Member's financial account with the Association is in arrears forty-five (45) days before the date of a meeting of the Association at which Members will vote, provided

each ineligible Member is given notice of the arrearage and an opportunity to become eligible. The Board may specify the manner, place, and time for payment for purposes of restoring eligibility. A determination of Members entitled to vote at a meeting of the Association is effective for any adjournment of the meeting, provided the date of the adjourned meeting is not more than forty-five (45) days after the original meeting.

4.6. **Voting Members List.** The Board will prepare and make available a list of the Association's voting Members in accordance with Section 22.158(b) of the Texas Business Organizations Code.

4.7. **Quorum.** At any meeting of the Association, the presence in person or by proxy of Members representing at least twenty percent (20%) of the Units in the Property constitutes a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, provided that Members representing at least twenty percent (20%) of the Units in the Property remain in attendance, and provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

4.8. **Lack of Quorum.** If a quorum is not present at any meeting of the Association for which proper notice was given, Members representing at least a Majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than twenty-four (24) hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes within fifteen (15) to thirty (30) days may be given to an Owner of each Unit, at which meeting the Members present in person or by proxy (even if representing less than twenty percent (20%) of the Units) will be sufficient to constitute a quorum for the purposes of that meeting.

4.9. **Votes.** The vote of Members representing at least a Majority of the votes cast at any meeting at which a quorum is present binds all Members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by law. Cumulative voting is prohibited.

4.9.1. **Co-Owned Units.** If a Unit is owned by more than one Member, the vote appurtenant to that Unit is cast in accordance with Section 82.110(a) of Act, which is summarized as follows. If only one of the multiple Owners of a Unit is present at a meeting of the Association, that person may cast the vote allocated to that Unit. If more than one of the multiple Owners is present, the vote allocated to that Unit may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the vote allocated to a Unit and none of the other Owners makes prompt protest to the person presiding over the meeting.

4.9.2. **Corporation-Owned Units.** If a Unit is owned by a corporation, the vote appurtenant to that Unit may be cast by any officer of the corporation in the absence of

the corporation's written appointment of a specific person to exercise its vote. The vote of a partnership may be cast by any general partner in the absence of the partners' written appointment of a specific person. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

4.9.3. Association-Owned Units. Votes allocated to a Unit owned by the Association may be counted towards a quorum and for all ballots and votes except the election or removal of directors. The vote appurtenant to a Unit owned by the Association is exercised by the Board.

4.10. Proxies. Votes may be cast in person or by written proxy. To be valid, each proxy must: (i) be signed and dated by a Member or his attorney-in-fact; (ii) identify the Unit to which the vote is appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by the Member, before and certified by an officer authorized to take acknowledgments and oaths; or (b) the Association also receives the original proxy within five (5) days after the vote.

4.11. Conduct of Meetings. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order governs the conduct of meetings of the Association when not in conflict with the Documents. Votes should be tallied by Members appointed by the person presiding over the meeting.

4.12. Order Of Business. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum

- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports of Officers (if any)
- Election of directors (when required)
- Unfinished or old business
- New business

4.13. **Adjournment of Meeting.** At any meeting of the Association, a Majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

4.14. **Action without Meeting.** Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by any method allowed by Section 22.160(b)(c) and (d) of the Texas Business Organizations Code, which may include hand delivery, mail, fax, email, or any combination of these. Written consents by Members representing at least a Majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of directors.

4.15. **Telephone Meetings.** Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE 5

RULES

5.1. **Rules.** The Declarant has adopted initial rules and regulations for: (i) the administration of the Association and the Documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Property; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with law or the Documents. The Board will, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the Members. The Board has the right to amend, from time to time, the rules and regulations; provided, however, that until the expiration or termination of the Development Period, all amendments to the rules and regulations must be approved in advance and in writing by Declarant.

5.2. **Adoption and Amendment.** Any rule may be adopted, amended, or terminated by the Board, provided that the rule and the requisite Board (and Declarant, if applicable) approval are properly recorded as a resolution in the minutes of the meeting of the Board.

5.3. **Distribution.** On request from any Member or resident, the Board will provide a current and complete copy of rules. Additionally, the Board will, from time to time, distribute copies of the current and complete rules to Owners and, if the Board so chooses, to non-Member residents.

ARTICLE 6 **ENFORCEMENT**

6.1. **Remedies.** The violation of any provision of the Documents gives the Board the following rights, in addition to any other rights set forth in the Documents:

6.1.1. **Fines.** To impose reasonable fines, if notice and an opportunity to be heard are given.

6.1.2. **Self-Help.** After notice and an opportunity to be heard are given, except in case of an emergency, to enter the Unit or Common Element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition (except for additions or alterations of a permanent nature that may exist in that Unit) that is contrary to the intent and meaning of the provisions of the Documents. The Board may not be deemed liable for any manner of trespass by this action.

6.1.3. **Courts.** To enjoin, abate, or remedy, by appropriate legal proceedings, the continuance of any breach.

6.2. **Notice and Hearing.** Before imposing a fine or exercising self-help abatement, the Board must give the Owner a written violation notice and an opportunity to be heard unless the Owner was give notice and reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

6.2.1. **Notice of Violation.** The Board's written violation notice will contain the following: (i) the date the violation notice is prepared or mailed; (ii) a description of the violation; (iii) a reference to the rule or provision of the Documents that is being violated; (iv) a description of the action required to cure the violation; (v) the amount of the fine to be levied and/or the abatement action to be taken; (vi) the date the fine begins accruing or abatement action becomes possible; and (vi) a statement that not later than the 30th day after the date of the violation notice, the Owner may request a hearing before the Board to contest the fine or the abatement action.

6.2.2. **Notice to Resident.** In addition to giving the written violation notice to the Owner, the Board may also give a copy of the notice to the non-Owner resident, if the Board deems it appropriate.

6.2.3. **Request for Hearing.** To request a hearing before the Board, an Owner must submit a written request to the Board within thirty (30) days after the date of the

violation notice. Within ten (10) days after receiving the Owner's request for a hearing, the Board will give the Owner notice of the date, time, and place of the hearing. The hearing will be scheduled for a date within forty-five (45) days from the date the Board receives the Owner's request, and should be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend.

6.2.4. Pending Hearing. Pending the hearing, the Board may continue to exercise the Association's other 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 the fine or the abatement action described in the notice.

6.2.5. Hearing. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, or may be represented by another person or written communication. No audio or video recording of the hearing may be made.

6.2.6. Minutes of Hearing. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine, if any, imposed, or abatement action, if any, authorized. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the hearing, the notice requirement will be deemed satisfied.

6.3. Imposition of Fine. Within thirty (30) days after levying the fine or authorizing the abatement, the Board must give the Owner notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the Owner is actually present, the notice requirement will be satisfied. Otherwise, the notice must be in writing.

6.3.1. Amount. The Board may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Board may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation. If the Board allows fines to accumulate, it may establish a maximum amount for a particular fine, at which point the total fine will be capped.

6.3.2. Type of Fine. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, weekly, or monthly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

6.3.3. Other Fine-Related. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not charge interest on unpaid fines. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Board may adopt a collection

policy that applies Owners' payments to unpaid fines before retiring other types of assessments.

6.4. **Additional Enforcement Rights.** Notwithstanding the notice and hearing requirement, the Board may take immediate and appropriate action, without giving the notices required in this Article, against violations of the Documents which, in the Board's opinion, are: (i) self-evident, such as vehicles parked illegally or in violation of posted signs; (ii) threatening to life or property; or (iii) repeat violations of the same provision by the same Owner to whom prior notices and demands have been given for the same violation. Further, the provisions of this Article do not apply to specific remedies provided in the Documents for certain violations, such as nonpayment of assessments.

ARTICLE 7

OBLIGATIONS OF THE OWNERS

7.1. **Notice of Sale.** Any Owner intending to sell or convey his Unit or any interest therein must give written notice to the Board of his intention, together with: (i) the address or legal description of the Unit being conveyed; (ii) the name and address of the intended purchaser; (iii) the name, address, and phone number of the title company or attorney designated to close the transaction; (iv) names and phone numbers of real estate agents, if any, representing seller and purchaser; and (v) scheduled date of closing. An Owner will furnish this information to the Board at least ten (10) business days before the scheduled date of closing or conveyance. The requirements of this Section may be satisfied by giving the Association a copy of an accepted resale contract in connection with the Owner's request to the Association for a resale certificate.

7.2. **Proof of Ownership.** On request by the Association from time to time, any person who purports to be an Owner or the agent of an Owner must furnish to the Board evidence of ownership of the Unit. A copy of the recorded deed is the customary evidence. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the Unit or any interest therein. The Association may refuse to recognize a person as a Member unless the requested documentation is provided.

7.3. **Owners' Information.** Within thirty (30) days after acquiring an ownership interest in a Unit, the Owner must provide the Association with the Owner's mailing address, telephone number, and driver's license number, if any; the name and telephone number of any resident other than the Owner; and the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner. An Owner must notify the Association within thirty (30) days after he has notice of a change in any information required by this Section, and must provide the information on request by the Association from time to time.

7.4. **Mailing Address.** The Owner or the several co-Owners of a Unit must register and maintain one mailing address to be used by the Association for mailing of notices,

demands, and all other communications. If an Owner fails to maintain a current mailing address with the Association, the address of the Owner's Unit is deemed to be his mailing address.

7.5. **Registration of Mortgagees.** Within thirty (30) days after granting a lien against his Unit, the Owner must provide the Association with the name and address of the holder of the lien and the loan number. The Owner must notify the Association within thirty (30) days after he has notice of a change in the information required by this Section. Also, the Owner will provide the information on request by the Association from time to time.

7.6. **Assessments.** All Owners are obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declaration. A Member is deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments made or levied against him and his Unit.

7.7. **Compliance with Documents.** Each Owner will comply with the provisions and terms of the Documents, and any amendments thereto. Further, each Owner will always endeavor to observe and promote the cooperative purposes for which the Property was established.

ARTICLE 8

ASSOCIATION RECORDS

8.1. **Records.** The Association will use its best efforts to keep the records required by Section 82.114(a) of the Act , including the following:

- i. Minutes or a similar record of the proceedings of meetings of the Association.
- ii. Minutes or a similar record of the proceedings of meetings of the Board.
- iii. Names and mailing addresses of the Members, the currency and accuracy of the information being the responsibility of the Members.
- iv. Names and mailing addresses of the mortgagees, the currency and accuracy of the information being the responsibility of the Members and their mortgagees.
- v. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principles.
- vi. Copies of income tax returns prepared for the Internal Revenue Service.
- vii. Copies of the Documents and all amendments to any of these.

viii. A record of all votes or written consents by which amendments to the Documents were approved, for at least four (4) years after the approval.

8.2. **Inspection of Books and Records.** Books and records of the Association will be made available for inspection and copying pursuant to Section 82.114(b) of the Act and Sections 3.151, 3.153 and 22.351 of the Texas Business Organizations Code.

8.2.1. **Proper Purpose.** The Board may require a Member to submit a written demand for inspection, stating the purpose for which the Member will inspect the books and records. The Board has the following rights: (i) to determine whether the Member's purpose for inspection is proper; (ii) to deny the request if the Board determines that the Member's purpose is not proper; (iii) if granting the request, to identify which books and records are relevant to the Member's stated purpose for inspection.

8.2.2. **Copies.** A Member, at Member's expense, may obtain photocopies of books and records for which the Board grants the right of inspection. The Board has the right to retain possession of the original books and records, to make copies requested by the Member, and to charge the Member a reasonable fee for copying.

8.2.3. **Member's Agent.** A Member's inspection of the books and records may be assisted or performed by the Member's agent, accountant, or attorney.

8.2.4. **Records of Attorneys and Accountants.** The files and records of an attorney or accountant who performs services for the Association are not records of the Association, are not subject to inspection by Members, and are not subject to production in a legal proceeding.

8.3. **Resale Certificates.** Any officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with Section 82.157 of the Act. The Association may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the Unit for which the certificate is furnished.

ARTICLE 9

NOTICES

9.1. **Co-Owners.** If a Unit is owned by more than one (1) person, notice to one (1) co-Owner is deemed notice to all co-Owners.

9.2. **Delivery of Notices.** Any written notice required or permitted by these Bylaws may be given personally, by mail, by fax, or by any other method permitted by the Texas Business Organizations Code. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the Member at the address shown on the Association's records. If transmitted by fax, the notice is deemed delivered on successful transmission of the facsimile.

9.3. **Waiver of Notice.** Whenever a notice is required to be given to an Owner, Member, or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice. Attendance by a Member or director at any meeting of the Association or Board, respectively, constitutes a waiver of notice by the Member or director of the time, place, and purpose of the meeting. If all Members or directors are present at any meeting of the Association or Board, respectively, no notice is required and any business may be transacted at the meeting.

ARTICLE 10

DECLARANT PROVISIONS

10.1. **Conflict.** The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

10.2. **Board of Directors.** During the Declarant Control Period, Appendix "A" of the Declaration governs the number, qualification, and appointment of directors. The initial directors will be appointed by Declarant and need not be Owners or residents. Directors appointed by Declarant may not be removed by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

10.3. **Organizational Meeting.** Within sixty (60) days after the end of the Declarant Control Period, or sooner at Declarant's option, Declarant will call an organizational meeting of the Members for the purpose of electing directors, by ballot of Members. Notice of the organizational meeting will be given as if it were notice of an annual meeting.

ARTICLE 11

AMENDMENTS TO BYLAWS

11.1. **Authority.** These Bylaws may be amended by a majority vote of the Board of Directors.

11.2. **Mortgagee Protection.** In addition to the notices and consents required by these Bylaws, certain actions and amendments require notice to or approval by Eligible Mortgagees, pursuant to the Mortgagee Protection article of the Declaration. If applicable, the Association must give the required notices to and obtain the required approvals from Eligible Mortgagees.

11.3. **Effective.** To be effective, each amendment must be in writing, reference the names of the Property and the Association, and be executed by a majority of the Board of Directors. Further, if these Bylaws are publicly recorded, the amendment must recite the recording data for the Bylaws, and be recorded in the Official Public Records of Travis County, Texas.

11.4. **Declarant Protection.** During the Development Period, no amendment of these Bylaws may affect the Declarant's rights herein without the Declarant's written and

acknowledged consent. Specifically, this Section and the article titled "Declarant Provisions" may not be amended without the prior written approval of the Declarant. The Declarant's written consent must be part of the amendment instrument.

ARTICLE 12

GENERAL PROVISIONS

12.1. **Compensation.** A director, officer, Member, or resident may not receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, Member, or resident. Nevertheless,

i. Reasonable compensation may be paid to a director, officer, Member, or resident for services rendered to the Association in other capacities.

ii. A director, officer, Member, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the Board.

iii. The Board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities.

iv. This provision does not apply to distributions to Unit Owners permitted or required by the Declaration or the Act.

12.2. **Conflicting Provisions.** If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect. In the case of any conflict between the certificate of formation of the Association and these Bylaws, the certificate of formation controls. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

12.3. **Severability.** Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

12.4. **Construction.** The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and may not be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

12.5. **Fiscal Year.** The fiscal year of the Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year is the calendar year.

12.6. **Waiver.** No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

12.7. **Indemnification.** To the fullest extent permitted by applicable law, the Association will indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant, or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court that such person: (i) acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

12.8. **Preparer.** These Bylaws were prepared in by Joshua D. Bernstein, Esq., Armbrust & Brown, PLLC, 100 Congress Ave., Suite 1300, Austin, Texas 78701.

II. INITIAL RULES & REGULATIONS

These Initial Rules & Regulations are established by **MSCB RIVERSIDE, LLC**, a Texas limited liability company, for the benefit of the Eastwood at Riverside Condominium Community, Inc., a Texas non-profit corporation (the "**Association**"). These Community Rules are the "Rules" defined in Article 1 of the Declaration of Condominium Regime for Eastwood at Riverside, recorded or to be recorded in the Official Public Records of Travis County, Texas (the "**Declaration**").

These Rules are in addition to the provisions of the Declaration and Bylaws. By owning or occupying a Unit, each Owner and Resident agrees to abide by these Rules and to comply with the obligations of Owners and Residents under the Declaration and Bylaws of the Association.

Words and phrases defined in the Declaration have the same meaning when used in these Rules. In the event of a conflict between Documents, the hierarchy of authority is as follows: Declaration (highest), Bylaws, and these Rules (lowest). The Association's board of directors is empowered to interpret, enforce, amend, and repeal these Rules.

A. COMPLIANCE

- A-1. Compliance. Each Owner will comply with the provisions of these Rules, the other Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with the Documents by the Residents of his Unit, and his or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "Owner" or "Resident," each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Resident is responsible. Any question regarding these rules should be referred to the Association. The Association has the right to enforce these Rules against any person on the Property.

DRAFTER'S DICTUM

Users of this document should periodically review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by this document.

- A-2. Additional Rules. Each Resident must comply with any rules and signs posted from time to time on the Property by the Association. Each Resident must comply with notices communicated by the Association, from time to time, which may include seasonal or temporary rules, or notice of a change affecting use of the Property. Posted and temporary rules are incorporated in these Rules by reference.
- A-3. Variance. Circumstances may warrant a variance of these Rules. To obtain a variance an Owner must make written application to the Board. The Board's approval of a variance must be in writing, and may be conditioned.

- A-4. Limits. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related rules, such as the "Community Etiquette" rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community-wide problem. The Association may not be compelled by one Resident to enforce these Rules against another Resident. Residents are expected to deal directly and peaceably with each other about their differences.
- A-5. Filing Complaints. Because the Association is not staffed to monitor the Property for Rules violations, the Association relies on Residents to identify and report violations of these Rules and the Documents, and to monitor compliance with these Rules by violators. The Association also relies on Residents to help keep each other informed about the Rules. Recognizing that a Resident may be reluctant to confront another Resident about a violation, the Association will work with Residents to enforce the Rules. Generally, a complaint must be in writing and must be signed by a Resident or Owner who is willing to be identified as the complainant. The Association may refuse to enforce a violation (1) that cannot be easily and independently verified, (2) for which it did not receive a signed written complaint, (3) for which the complainant will not cooperate with monitoring the violation and compliance, and (4) which the Board does not consider to be significant or community-wide.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. Damage. An Owner is responsible for any loss or damage he causes to his Unit, other Units, the personal property of other Residents or their guests, or to the common elements.
- B-2. Association Does Not Insure. A person assumes full risk and sole responsibility for placing his personal property in or on the Property. Each Resident is solely responsible for insuring his personal property in the Unit and on the Property, including improvements and betterments installed by the Owner within their Unit, and the Owner's furnishings and vehicles. THE ASSOCIATION STRONGLY RECOMMENDS THAT ALL OWNERS AND RESIDENTS PURCHASE AND MAINTAIN INSURANCE ON THEIR PERSONAL BELONGINGS AND IMPROVEMENTS AND BETTERMENTS INSTALLED BY AN OWNER IN THEIR UNIT.
- B-3. Risk Management. An Owner may not permit anything to be done or kept in his Unit or the Common Elements that is illegal or that may result in the cancellation of insurance on the Property.
- B-4. Reimbursement for Enforcement. An Owner must promptly reimburse the Association for any expense incurred by the Association to enforce the Documents against the Owner, his Unit, or persons for whom the Owner is responsible.

- B-5. Reimbursement for Damage. An Owner must promptly reimburse the Association for the cost of damage to the Property caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.
- B-6. No Garage Sales. Without the Board's prior written permission, no person may conduct at the Property a sale or activity that is advertised or attractive to the public, such as garage sales, car sales, or estate sales. This section does not apply to marketing the sale or rental of a Unit, unless combined with a prohibited activity.
- B-7. Supervision of Minors. For their own well-being and protection, persons who are legally incompetent or younger than eighteen (18) years must be under the general control and supervision of their parents or guardians at all times while on the Property. Persons who are below the chronological or mental age of thirteen (13) years must at all times be in the actual company of a person at least thirteen (13) years old who is responsible for their well being. A person under thirteen (13) years may not be left unattended in a Unit at any time. After nightfall, unless accompanied by a parent or guardian, persons under eighteen (18) years may not be on the common elements.

C. OCCUPANCY STANDARDS

- C-1. Numbers. The maximum number of persons who may occupy a Unit is one more than the number of bedrooms in the Unit. Two persons per bedroom, however, may occupy a Unit if the occupants qualify for familial status protection under the Fair Housing Act. Occupancy of a Unit, for purposes of these Rules, means occupancy in excess of thirty (30) continuous days or sixty (60) days in any twelve (12) month period.
- C-2. Leases. Less than the entire Unit may not be leased. All leases must be made subject to the Declaration, Bylaws and these Rules and an Owner is responsible for providing his tenant with copies of the Declaration, Bylaws and these Rules and notifying him of changes thereto. Each tenant is subject to and must comply with all provisions of the Declaration, Bylaws, these Rules, federal and State laws, and local ordinances.
- C-3. Danger. As permitted by the federal Fair Housing Act Rules, no Unit may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others.

D. FIRE AND SAFETY

- D-1. Safety. Each Resident is solely responsible for his own safety and for the safety, well-being, and supervision of his guests and any person on the Property to whom the Resident has a duty of care, control, or custody.
- D-2. Fires. Except for barbecue fires as permitted by these Rules, there may not be any exterior fires on the Property.

- D-3. Barbecue. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's discretion, a grill constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. On permitted grills, (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near combustible materials.
- D-4. Safety Equipment. No person may use, tamper with, or modify the fire and safety equipment, if any, in the common elements of the Property, such as alarms, extinguishers, monitors, and self-closing gates or doors. This Section may not be construed to require the installation or use of such equipment.
- D-5. Security. The Association may, but is not be obligated to, maintain or support certain activities within the Property designed to make the Property less attractive to intruders than it otherwise might be. The Association, its directors, committees, Members, agents, and employees will not in any way be considered an insurer or guarantor of security within the Property, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Resident, guest, and invitee on the Property assumes all risk for loss or damage to his person, to his Unit, to the contents of his Unit, and to any other of his property on the Property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment, or measures recommended, installed, or undertaken within the Property.

E. GENERAL USE AND MAINTENANCE OF UNIT

- E-1. Residential Use. Each Unit must be used solely for residential use, and may not be used for commercial or business purposes, except as permitted in the Declaration.
- E-2. Annoyance. A Resident may not use his Unit in a way that: (a) annoys Residents of neighboring Units; (b) reduces the desirability of the Property as a residential community; (c) endangers the health or safety of other Residents; or (d) violates any law or any provision of the Documents.
- E-3. Maintenance. An Owner, at his expense, will maintain his Unit and keep it in good condition and repair.
- E-4. Balcony & Porch Maintenance. A Resident will maintain the porch, balcony, and deck portions of his Unit in a clean manner. A Resident will take care that the cleaning of his porch, balcony, and deck does not annoy or inconvenience other Residents. A porch, balcony, or deck may not be enclosed or used for storage purposes. If the Board determines that a porch, balcony, or deck is unsightly, the Board may give the Owner notice of the problem and a reasonable time period in which to correct it, after which the Board may take corrective action at the Owner's expense.

- E-5. Glass. Each Owner, at his expense, must promptly repair and replace any broken or cracked glass in his Unit's windows and doors, regardless of the source of the damage. Replacement glass must conform to the standard for the Property.
- E-6. Utility Equipment. Each Owner, at his expense, will maintain, repair, and replace the water heating and air heating and cooling equipment/system serving his Unit.
- E-7. Combustibles. A Resident may not store or maintain, anywhere on the Property – including within a Unit – explosives or materials capable of spontaneous combustion.
- E-8. Report Malfunctions. A Resident will immediately report to the Board his discovery of any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. A Resident who fails to promptly report a problem may be deemed negligent, in which case the Owner may be liable for any additional damage caused by the delay.
- E-9. Emergencies. In case of continuous water overflow, a Resident should immediately turn off water and TURN THE SHUT-OFF VALVES BEHIND THE TOILET OR UNDER THE SINK.
- E-10. Cable. A Resident who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment. A Resident who obtains cable service through the Association is responsible for the proper use, maintenance, and return of cable connections or equipment. No additional exterior cable lines may be connected to the Unit except in the cable conduit maintained by the Association. No holes or protrusions may be made in any exterior surface of the Property. Wires may not be draped, hung, or strung on the building or the grounds, the Owner of the Unit to which cable service is provided is responsible to the Association for any damage to the Property caused by the cable installer or servicer.
- E-11. Utilities. A Resident will try to conserve the use of utilities furnished through the Association, including water consumption within his Unit.
- E-12. Frozen Water Pipes. Some Units are constructed with water lines in exterior walls. It is the duty of every Owner and Resident of such a Unit to protect the water lines from freezing during winter months. During periods of anticipated below freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold. Failure by an Owner or Resident to monitor the local weather and take appropriate precautions may be deemed negligence.
- E-13. Unsightly Articles. No article deemed to be unsightly by the Board shall be permitted to remain within any Unit so as to be visible from adjoining Units or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks

other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, toys and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view. Service areas, storage areas and compost piles shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Regime except within enclosed structures or appropriately screened from view.

F. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- F-1. Intended Use. Every area and facility in the Property may be used only for its intended and obvious use. For example, streets, walkways, sidewalks, and driveways are used exclusively for purposes of access, not for social congregation or recreation.
- F-2. Grounds. Unless the Board designates otherwise, Residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the common elements.
- F-3. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the General Common Elements, except by the Board or with the Board's prior written consent. Items of personal property found on general common elements are deemed abandoned and may be disposed of by the Board.
- F-4. Trash Containers. Except for consecutive twelve (12) hour periods before and after any designated waste pick-up time, no trash containers or recycling bins may be stored in such a manner so as to be visible from neighboring or adjoining Units or from public or private thoroughfares. The Board reserves the right to specify locations within each Owner's Unit in which trash containers or recycling bins must be stored.

G. COMMUNITY ETIQUETTE

- G-1. Courtesy. Each Resident will endeavor to use his Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Residents.
- G-2. Annoyance. A Resident will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residents or their guests, or the Association's employees and agents.
- G-3. Noise and Odors. Each 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 Residents of other Units. Loud vocalizations and boisterous conduct on common elements are expressly prohibited.
- G-4. Parties. In planning private social functions at the Property, a Resident should be aware of the potential consequences on the Property's parking resources and on the sensibilities of other Residents. A Resident intending to use his Unit for a party or other

activity that may be expected to produce a higher-than-customary level or duration of noise or other disturbance will make a diligent effort to give Residents of adjoining Units timely prior notice of the event, as a courtesy. If the event is expected to attract twenty (20) or more guests to the Property, the Resident will also give the Board timely prior written notice of the event.

- G-5. Reception Interference. Each Resident will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.

H. ARCHITECTURAL CONTROL; WORK UPON UNITS AND COMMON ELEMENTS

- H-1. Exteriors. Without the written approval of the Architectural Reviewer, an Owner or Resident may NOT change, remodel, decorate, destroy, or improve any exterior surface or component of the Property, nor do anything to change the outside appearance of the Property, including without limitation the entry door, front porch, windows, garage doors, and driveway appurtenant to the Unit.
- H-2. Protrusions. An Owner or Resident may not cause anything to protrude or project through the boundaries of the Unit, such as the foundation, roof, or an exterior wall of a Unit. Examples of installations that may entail protruding wires or conduits include, without limitation, exterior horns, lights, speakers, or aerials.
- H-3. Balconies & Porches. Because balconies, decks, and front porches are distinctive architectural features of the Property, an Owner or Resident may not change the appearance or condition of the balcony or porch portion of his Unit in any manner, without the prior authorization of the Architectural Reviewer. Prohibited activities include the following:
- a. Painting or staining any part of the balcony or porch.
 - b. Installing a cover of any kind over the open slat top of the balcony.
 - c. Enclosing or covering of the balcony or porch in any manner.
 - d. Hanging items from the trellis, arbor, walls, roof, or railing, or failing to remove hanging items that the Architectural Reviewer has determined to be unattractive, such as windchimes, windsocks, birdfeeders, rope lights, and hanging baskets.
 - e. Maintaining anything on the balcony or porch that the Architectural Reviewer determines to be unattractive, such as umbrellas, items of storage, bicycles, and oversize or inappropriate furniture.
 - f. Barbeque grills may not be kept - even temporarily - on front porches or balconies.

H-4. Satellite Dishes. A Resident who desires satellite television service must strictly comply with the applicable requirements set forth in the Declaration. As described in the Declaration, in order of preference, the locations of a Permitted Antenna which will be considered least visible by the Board 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. No holes or protrusions may be made in any exterior surface of the Property. Wires may not be draped, hung, or strung on the building or the grounds. The Owner of the Unit to which satellite service is provided is responsible to the Association for any damage to the Property caused by the satellite dish installer or servicer. Contact the Association before shopping for an exterior satellite dish or antenna to determine if such equipment is permitted for a particular Unit and, if so, where it may be located. Owners should get Association's written authorization before any installation.

H-5. Work Upon Common Elements and Units. Notwithstanding any provision in the Declaration or these Rules to the contrary, no Owner or Resident shall perform or permit to be performed any work to any portion of his: (i) Unit, which work may require access to, over or through the common elements or other Units or (ii) the Common Elements, without the prior consent of the Board of Directors except in case of an emergency. All such work may only be performed by a person who shall deliver to the Board of Directors prior to commencement of such work, in form satisfactory to the Board of Directors:

- (i) releases of the Board of Directors and the Association for all claims that such Person may assert in connection with such work;

- (ii) indemnities of the Board of Directors and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common elements or other Units;

- (iii) certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board of Directors; and

- (iv) all other information and protections which the Board of Directors may reasonably require.

H-6. Window Treatments. An Owner MAY install window treatments inside his Unit, provided:

- a. The window treatment, including drapes, blinds, shades, or shutters, must appear to be (1) clear, (2) white, (3) near-white light neutral, or (4) light wood tone when viewed from outside the Unit.
- b. The use of bed sheets, tablecloths, or other obviously non-drapery fabrics is expressly prohibited, even on a temporary basis.
- c. Aluminum foil, reflective window treatments, window tinting, and window decals or stickers are expressly prohibited.
- d. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.

H-7. Prohibited Acts. In addition to the foregoing, a person may not:

- a. Post signs, notices, or advertisements on the common elements or in a Unit if the sign is visible from outside the Unit.
- b. Place or hang an object in, on, from, or above any window, interior window sill, deck, balcony or patio that, in the sole opinion of the Board, detracts from the appearance of the Property. Prohibited objects include planters and planter boxes, flower pots, window boxes, birdfeeders, windsocks, mobiles, windchimes, and other outside accessories.
- c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, patios, or passageways.
- d. Have bicycles or similar sporting equipment on balconies or decks.
- e. Place decorations on exterior walls, doors, and fences, or on the general common elements.
- f. Enclose or cover a balcony, porch, or deck.
- g. Install storm or screen doors and windows, including solar screen.

H-8. Architectural Approval. To obtain the Architectural Reviewer's written consent for an alteration or modification, an Owner must comply with the architectural control requirements of the Declaration. An applicant may not rely on verbal assurances of an Association manager, director, or officer. If approval is obtained, the Owner must maintain the approved item in a good and attractive condition. For example, if the Architectural Reviewer approves a potted plant, the pot must be removed if the plant dies or becomes unsightly.

I. VEHICLE RESTRICTIONS

- I-1. Permitted Vehicles. To be permitted on the Property, a vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles. Motorcycles, motorbikes, or other motorized vehicles may not be operated on the Property except to provide transportation to and from a Unit.
- I-2. Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on driveways, the private streets, and in offstreet parking areas, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- I-3. Proper Placement. No vehicle, including motorcycles, may be driven, parked, or placed anywhere on the Property except in designated areas. Motorcycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.
- I-4. Nuisances. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Property is discouraged. No vehicle may be kept on the Property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.
- I-5. Private Firelanes/Obstructions. All drives in the Property are private firelanes and utility easements on which parking of vehicles is prohibited at all times. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, driveways, or parking spaces. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others, in firelanes, or in any area designated as "No Parking."
- I-6. Garages. Because of the shortage of visitor parking within the Property, it is imperative that each Resident use their garage for the parking of vehicles. A Resident with a car must use his garage for routine parking. No garage may be enclosed or used for any purpose that prevents the parking of the maximum number of vehicles for which it was constructed. Garage doors must be kept closed at all times, except when entering or exiting.
- I-7. Visitor Spaces. The use of unassigned and visitor parking spaces, if any, must be rotated, may not be used for storage of vehicles, and may not be used consistently by the same driver or vehicle. The Board may designate some of the unassigned offstreet parking spaces, if any, as "visitor spaces" for use, exclusively, by guests of Residents.

- I-8. Violations. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Property by the Board, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

J. TRASH DISPOSAL

- J-1. General Duty. Residents will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Association or by the city for that purpose. Residents may NOT litter common elements.
- J-2. Hazards. Residents may NOT store trash inside or outside his Unit in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Resident will ensure that the debris is thoroughly cold.
- J-3. Excess Trash. Residents will place trash entirely within the designated receptacle, and may place trash outside, next to, or on top of the receptacle. If a receptacle is full, Residents should locate another receptacle to hold his trash. Boxes and large objects should be crushed or broken down before placed in a receptacle. Receptacles are to be closed at all times when not in use. Residents must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

K. PETS

- K-1. Permitted Pets. A Resident may not keep or permit on the Property a pet or animal of any kind, except as permitted by these Rules and the Documents. Subject to these Rules, a Resident may keep in his Unit customary domesticated housepets, such as domesticated dogs, cats, caged birds, and aquarium fish, provided there are not more than two (2) cats, or two (2) dogs, or one (1) cat and one (1) dog.
- K-2. Prohibited Animals. No Resident may keep a dangerous or exotic animal, pit bull terrier, doberman pincher, rottweiler, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. No animal or housepet may be kept, bred, or maintained for any commercial purpose or for food.
- K-3. Indoors/Outdoors. A permitted pet must be maintained inside the Unit, and may not be kept on a porch, balcony, or deck. No pet is allowed on common elements unless carried or leashed. No pet may be leashed to a stationary object on the common elements.
- K-4. Disturbance. Pets must be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his Unit or the common elements. No pet may be permitted to

bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.

- K-5. Damage. Each resident is responsible for any property damage, injury, or disturbance his pet may cause or inflict. A Resident who keeps a pet on the Property is deemed to indemnify and agrees to hold harmless the Board, the Association, and other Owners and Residents, from any loss, claim, or liability of any kind or character whatever resulting from any action of his pet or arising by reason of keeping or maintaining the pet on the Property.
- K-6. Pooper Scooper. No Resident may permit his pet to relieve itself on the Property, except in areas designated by the Board for this purpose. Each resident is responsible for the removal of his pet's wastes from the common elements. The Board may levy a fine against a unit and its Owner each time feces are discovered on the common elements and attributed to an animal in the custody of that Unit's Resident.
- K-7. Removal. If a Resident or his pet violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Resident or person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than ten (10) days), the Resident, upon written notice from the Board, may be required to remove the animal. Each Resident agrees to permanently remove his violating animal from the Property within ten (10) days after receipt of a removal notice from the Board.

L. MISCELLANEOUS

- L-1. Mailing Address. An Owner who receives mail at any address other than the address of his Unit must maintain with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit is deemed effective for purposes of delivery.
- L-2. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Residents are urged to contact the Association to verify the rules currently in effect on any matter of interest. These Rules will remain effective until ten (10) days after an Owner of each Unit has been given a notice of the amendment or revocation of these Rules.
- L-3. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and the laws of the State of Texas.

III. ASSESSMENT COLLECTION POLICY

EASTWOOD AT RIVERSIDE is a condominium regime created by and subject to the Declaration of Condominium Regime for Eastwood at Riverside, recorded or to be recorded in the Official Public Records of Travis County, Texas County, Texas, as it may be amended (the "**Declaration**"). As a condominium regime, Eastwood at Riverside is also subject to State laws, including Chapter 82 of the Texas Property Code -- the Texas Uniform Condominium Act ("**TUCA**"). The operation of Eastwood at Riverside is vested in the Eastwood at Riverside Condominium Community, Inc. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants of the Declaration, including the obligation of owners to pay assessments. In addition to rights and remedies of the Association under the Declaration, TUCA gives the Association, acting through the Board:

1. Authority to adopt and amend rules regulating the collection of delinquent assessments and the application of payments. §82.102(a)(13).
2. Authority to impose interest and late charges for late payments of assessments, and returned check charges. §82.102(a)(12).
3. Authority to adopt and amend rules regulating the termination of utility service to a unit, the owner of which is delinquent in the payment of an assessment that is used, in whole or in part, to pay the cost of that utility. §82.102(a)(14).
4. Authority to suspend the voting privileges of or the use of certain general common elements by an owner delinquent for more than 30 days in the payment of assessments. §82.102(a)(18).
5. A private power of sale to foreclose the assessment lien nonjudicially, subject to a limited right of redemption by the unit owner. §82.113.

To establish equitable policies and procedures for the collection of delinquent assessments, the declarant adopts this policy for the benefit of the Association, as part of the initial project documentation.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An owner will timely and fully pay regular assessments and special assessments. Regular assessments are due and payable on the first calendar day of each month.
- 1-B. Delinquent. Any assessment that is not fully paid when due is delinquent. When the account of a unit becomes delinquent, it remains delinquent until paid in full -- including collection costs and late fees.

- 1-C. Late Fees & Interest. If the Association does not receive full payment of a regular assessment by 5:00 p.m. on the fifth calendar day of the month, the Association may levy a late fee of \$25 per month and/or interest of ten percent (10%) per annum from the first day of delinquency until the delinquency is paid in full. After the initial month of delinquency, a late fee of \$25 may be on the first day of each month the account is delinquent until the account is current.
- 1-D. Liability for Collection Costs. The defaulting owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

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Users of this document should periodically review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by this document.

- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board, unless a majority of the directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board's meeting. Because of the potential for inadvertently effecting a waiver of the policies contained in this policy, the Board will exercise caution in granting adjustments to an owner's account.

SECTION 2. INSTALLMENTS & ACCELERATION

If a special assessment is payable in installments, and if an owner defaults in the payment of any installment, the Association may declare the entire assessment in default and accelerate the due date on all remaining installments of that assessment. A special assessment payable in installments may be accelerated only after the Association gives the owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the owner.

SECTION 3. PAYMENTS

- 3-A. Application of Payments. After the Association notifies the owner of a delinquency and the owner's liability for late fees or interest, and collection costs, any payment received by the Association may be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- | | |
|---|-------------------------------------|
| (1) Collection costs and attorneys fees | (8) Delinquent Utility assessments |
| (2) Fines | (9) Delinquent Regular assessments |
| (3) Reimbursable expenses | (10) Current Individual assessments |
| (4) Late charges and interest | (11) Current Deficiency assessments |
| (5) Delinquent Individual assessments | (12) Current Special assessments |
| (6) Delinquent Deficiency assessments | (13) Current Utility assessments |
| (7) Delinquent Special assessments | (14) Current Regular assessments |

3-B. Form of Payment. The Association may require that payment of delinquent assessments be made only in the form of cash, cashier's check, or certified funds.

3-C. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the unit's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-D. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the owner. The Association may require the owner to prepay the cost of preparing and recording the release.

3-E. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

SECTION 4. LIABILITY FOR COLLECTION COSTS

The defaulting owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency, which amounts are secured by a lien against the unit.

SECTION 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an assessment by the due date, the Association may send one or more written notices of nonpayment to the defaulting owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting owner.
- 5-C. Collection by Attorney. After giving the owner notice of the delinquency, the Association may refer the delinquent account to an attorney for collection. In that event, the defaulting owner will be liable to the Association for its legal fees and expenses.
- 5-D. Verification of Owner Information. The Association may obtain a title report to determine the names of the owners and the identity of other lienholders, including the mortgage company.
- 5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.
- 5-F. Notification of Credit Bureau. The Association may report the defaulting owner to one or more credit reporting services.
- 5-G. Notice of Lien. The Association may cause a notice of the Association's assessment lien against the unit to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting owner, and may be sent to his mortgage holder.
- 5-H. Foreclosure of Lien -- Nonjudicially. The Board may instruct an attorney, officer, or agent of the Association to notify the defaulting owner of the Association's intent to foreclose its assessment lien, to post the property for public auction, and to conduct a public auction of the unit on the steps of the county courthouse in accordance with State law and the Association's documents. The Board may not foreclose a lien consisting solely of fines or securing money for which the Association has obtained a personal money judgment.
- 5-I. Foreclosure of Lien -- Judicially. The Association may file suit against the owner for judicial foreclosure of the Association's assessment lien. This action may be combined with a claim against the owner's personal liability, for recovery of a money judgment.

- 5-J. Suit for Owner's Personal Liability. Whether or not the Association forecloses the Association's assessment lien, the Board may file suit for a personal judgment against the defaulting owner, and may execute on the judgment.
- 5-K. Possession Following Foreclosure. If the Association purchases the unit at public auction, the Board may immediately institute actions to recover possession.
- 5-L. Limited Right of Redemption. If the Association buys a unit at the nonjudicial foreclosure sale of its assessment lien, the Association's ownership is subject to a ninety (90) day right of redemption by the owner. TUCA's statutory right of redemption does not apply to judicial foreclosures or foreclosures of judgment liens.
- 5-M. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-N. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting owner.
- 5-O. Suspension of Voting Rights. The Association may suspend the voting rights of an owner whose account with the Association is delinquent for at least thirty (30) days.
- 5-P. Suspension of Use of Certain Facilities or Services. The Association may suspend the use of the common element amenities by an owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.
- 5-Q. Utility Shut-Off. The Association may terminate utility service to the unit for which assessments used to pay the cost of that utility are delinquent, according to the Association's utility shut-off policy.

SECTION 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association will exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect assessments under the Association's Documents and the laws of the State of Texas.
- 6-C. Limitations 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 this policy, 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 law, the excess amount will be applied to the reduction of unpaid special and regular assessments, or reimbursed to the owner if those assessments are paid in full.

- 6-D. Notices. Unless the Documents, State law, or this policy provide otherwise, any notice or other written communication given to an owner pursuant to this policy will be deemed delivered to the owner upon depositing same with the U.S. Postal Service, addressed to the owner at the most recent address shown on the Association's records, or on personal delivery to the owner. If the Association's records show that a unit is owned by two (2) or more persons, notice to one (1) co-owner is deemed notice to all co-owners. Similarly, notice to one (1) resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Definitions. Words and phrases used in this policy have the same meanings given to them by the Declaration.
- 6-F. Amendment of Policy. This policy will remain effective until ten (10) days after the Association delivers to an owner of each unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community-wide publication.

IV. FINE POLICY

1. Background. This fine policy is based on the requirements of Sec. 82.102(d) and (e) of TUCA. To establish policies and procedures for fining under TUCA, the declarant adopts this policy for the benefit of the Association, as part of the initial project documentation.
2. Policy. The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation. Nor may the Association use fines to the exclusion of other remedies.

DRAFTER'S DICTUM

Users of this document should periodically review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by this document.

3. Owner's Liability. An owner is liable for fines levied by the Association for violations of the Documents by the owner, the residents of the unit, and the relatives, guests, employees, and agents of the owner and residents. Regardless of who performs the violation, the Association will direct its communications to the owner, although the Association may send copies of its notices to the resident.
4. Violation Notice. Before levying a fine, the Association will give the owner a written violation notice and an opportunity to be heard. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the amount of the fine; (6) a statement that not later than the thirtieth (30th) day after the date of the violation notice, the owner may request a hearing before the Board to contest the fine; and (7) the date the fine attaches or begins accruing (the "Start Date"), subject to the following:
 - a. New Violation. If the owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months, the notice will state a specific date by which the violation must be cured to avoid the fine, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.

- b. Repeat Violation. In the case of a repeat violation, the notice will state that, because the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months, the fine attaches from the date of the violation notice.
4. Violation Hearing. An owner may request in writing a hearing by the Board to contest the fine. To request a hearing before the Board, an owner must submit a written request to the Association's manager within thirty (30) days after the date of the violation notice. Within fifteen (15) days after owner's request for a hearing, the Association will give the owner at least fifteen (15) days' notice of the date, time, and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the owner to attend. Pending the hearing, the Association may continue to exercise its other 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. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The owner may attend the hearing in person, or may be represented by another person or written communication. No audio or video recording of the hearing may be made. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the owner appears at the meeting, the notice requirements will be deemed satisfied.
5. Levy of Fine. Within thirty (30) days after levying the fine, the Board must give the owner notice of the levied fine. If the fine is levied at the hearing at which the owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the owner periodic written notices of an accruing fine or the application of an owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.
6. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. If circumstances warrant a variance from the schedule, the Board will document the reasons for the variance in the minutes of its meeting. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, it will establish a maximum amount for a particular fine, at which point the total fine will be capped.
7. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly), beginning on the Start Date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

8. Collection of Fines. The Association is not entitled to collect a fine from an owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.
9. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until ten (10) days after the Association delivers to an owner of each unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community-wide publication.

V. CERTIFICATION & ACKNOWLEDGMENT

EASTWOOD AT RIVERSIDE

COMMUNITY MANUAL

As the Declarant of Eastwood at Riverside and the initial and sole member of Eastwood at Riverside Condominium Community, Inc. (the "Association"), I certify that the foregoing Eastwood at Riverside Community Manual was adopted by the Board of Directors of the Association for the benefit of the Association as part of the initial project documentation for Eastwood at Riverside, located in Austin, Texas. This Community Manual becomes effective when recorded.

SIGNED on this 9th day of JANUARY, 2014.

MSCB RIVERSIDE, LLC, a Texas limited liability company

By: Milestone Community Builders, LLC,
a Texas limited liability company, Manager

By: [Signature]
Garrett S. Martin, President

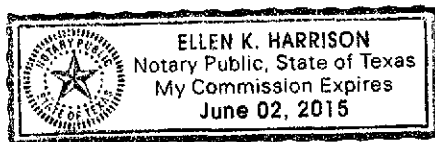
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 9th day of JANUARY, 2014 by Garrett S. Martin, President of Milestone Community Builders, LLC, a Texas limited liability company, Manager of MSCB Riverside, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(SEAL)

[Signature]
Notary Public Signature





FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

January 10 2014 01:40 PM

FEE: \$ 194.00 2014005107

**DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS
REGARDING THE MAINTENANCE OF DRAINAGE FACILITIES**

This Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities (the "Restrictive Covenant"), is executed on August 1, 2016, by MSCB Riverside, LLC, a Texas limited liability company ("Declarant"), Eastwood at Riverside Condominium Community, Inc., a Texas non-profit corporation (the "Association"), and MSCB Riverside, LLC, a limited liability company ("Benefitted Owner"), and is as follows:

RECITALS:

DECLARANT: MSCB Riverside, LLC,
A Texas limited liability company

DECLARANT'S ADDRESS: 9111 Jollyville Road, Suite 111
Austin, Texas 78759

ASSOCIATION: Eastwood at Riverside Condominium Community, Inc.,
a Texas non-profit corporation

ASSOCIATION'S ADDRESS: c/o Goodwin Processing Center, P.O. Box 93447
Las Vegas, NV 89193-3447

BENEFITTED OWNER: MSCB Riverside, LLC,
a Texas limited liability company

BENEFITTED OWNER'S ADDRESS: 9111 Jollyville Road, Suite 111
Austin, Texas 78759

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: Lots 1 and 2, Block A of Riverside II, a subdivision in Travis County, Texas, according to the plat recorded as Document No. 201300231 of the Official Public Records of Travis County, Texas, and Lots 1-A and 2-A, First Resubdivision of A.H. Neighbors Addition, a subdivision in Travis County, Texas, according to the plat recorded as Volume 47, Page 70 of the Plat Records of Travis County, Texas

**BENEFITTED
PROPERTY:**

Lots 3-10, Block A, of Riverside II, a subdivision in Travis County, Texas, according to the plat recorded as Document No. 201300231 of the Official Public Records of Travis County, Texas.

A. Definitions.

1. Owners. The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest of any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.
2. Benefitted Owners. The term "Benefitted Owner" means, individually, and the term "Benefitted Owners" means, collectively, Benefitted Owner and all future owners of the fee interest of any portion of the Benefitted Property (whether such fee interest is obtained through a purchase from the Benefitted Owner or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.
3. Association. The term "Association" means the Eastwood at Riverside Condominium Community, Inc., which has been duly formed under the laws of the State of Texas and in accordance with that certain Declaration filed of record in Document No. 2014005106 of the Official Public Records of Travis County, Texas (the "Condominium Declaration"). Pursuant to the Condominium Declaration, the Association is responsible for the maintenance of the "Common Elements" (as defined in the Condominium Declaration) within the Property, including, without limitation, the Easement Tract.
4. Facilities. The term "Facilities" means those detention and water quality facilities that convey, receive, detain and treat stormwater runoff and that are more particularly described on **EXHIBIT A** attached and incorporated by reference.

B. Declaration.

Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance. The Association declares that the Property is subject to the following covenants, conditions and restrictions, which run with the Property and bind all parties having right, title, or interest in or to the Property or any part, their respective heirs, successors, and assigns and inure to the benefit of each owner.

AGREEMENTS:

1. **Recitals Incorporated.** The above Recitals and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.
2. **Easement to the Association.** Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the Association, whose address is c/o Goodwin Processing Center, P.O. Box 93447, Las Vegas, NV 89193-3447, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities, upon and across portions of the Property as more particularly described in **EXHIBIT B** attached hereto and incorporated by reference (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to the Association and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

3. **Easement to the Owners.** Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the Owners, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to the Owners and their respective successors and assigns, together with the privilege at any and all times to enter the Easement Tracts for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

4. **Easement to the Benefitted Owner.** The Association hereby grants and conveys and by these presents does GRANT AND CONVEY unto the Benefitted Owner, whose address is 9111 Jollyville Road, Suite 111, Austin, Texas 78759, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to the Benefitted Owner and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

5. Easement to the City of Austin. The Association hereby grants and conveys and by these presents does GRANT AND CONVEY unto the City of Austin, whose address is Post Office Box 1088, Austin, Texas 78767-1088, Attn: Development Services Department, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to the City of Austin and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

6. Maintenance. Pursuant to the Condominium Declaration, the Association shall continuously maintain the Facilities in accordance with the requirements of the City and in a good and functioning condition. The portion of the Property on which the Facilities are located may not be used for any purpose inconsistent with or detrimental to the proper operation of the Facilities. The Association may levy assessments against each owner of the Property to discharge the maintenance obligation set forth herein. Each Owner of the Property and Benefitted Property is jointly and severally liable for the maintenance of the Facilities, but only in the event the Association fails to discharge its obligations to maintain the Facilities. Notwithstanding the above, Owner and Benefitted Owner may enter into a separate agreement further outlining maintenance responsibilities.
7. Notice of City Entry. The City shall give the Association, Owner, or Benefitted Owner thirty (30) days' prior written notice of the City's intent to enter all or part of the Easement Tract for the purpose of operating, maintaining, replacing, upgrading or repairing, as applicable, the Facilities; provided, however, that in the event of an emergency, the City shall be required to give prior notice within a reasonable period of time. Reasonableness shall be determined in accordance with the nature of circumstances of the emergency. The City shall have the right to enter the Easement Tract without prior written notification for the purposes of monitoring and inspection only.
8. General Provisions.
 - A. Enforcement. If any person, persons, corporation, or entity of any other character violates or attempts to violate this Restrictive Covenant, it will be lawful for the City of Austin, its successors and assigns, to prosecute proceedings at law, or in equity, against the person, or entity violating or attempting to violate such covenant and to prevent the person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant by the City of Austin, its successors and assigns, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.

- B. Modification and Amendment. This Restrictive Covenant may only be modified, amended or terminated upon the filing of such modification, amendment or termination in the Official Records of Travis County, Texas, executed, acknowledged and approved by (a) the Director of the Development Services Department of the City of Austin or successor department; (b) the Owner of the Property; (c) a majority of the Board of Directors of the Association at the time of such modification, amendment, or termination; (d) the Benefitted Owner of the Benefitted Property; and (e) any mortgagees holding first lien security interests on any portion of the Property. Such joint action only becomes effective after it is reduced to writing, signed by the Association, Owner, and Benefitted Owner, and their respective mortgagees, if any, and the Director of the Development Services Department of the City of Austin or its successor department and filed in the Real Property Records of Travis County.
- C. Duration. Unless modified, amended, or terminated in accordance with Paragraph 6(B), this Restrictive Covenant remains in effect in perpetuity.
- D. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind the Association, Owner, and Benefitted Owner, and their successors and assigns. When the Association, Owner, or Benefitted Owner conveys all or any portion of the Property or Benefitted Property, the former Association, Owner, or Benefitted Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property or Benefitted Property conveyed by it from and after the date of recording of such conveyance, but no such sale releases the Association, Owner, or Benefitted Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.
- E. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property or Benefitted Property, or any parts thereof, is vested in one party or entity.
- F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.
- G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the county in Texas where the Property is located.
- H. Notices. Any Notice to the Association, Owner, Benefitted Owner, or the City must be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date

personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Any change in ownership or address requires notice to the Association, Owner, Benefitted Owner, and the City.

City of Austin:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767-1088
ATTN: Jay Baker
Case No. SP-2013-0158C

Declarant:

MSCB Riverside, LLC
9111 Jollyville Road, Suite 111
Austin, TX 78759

Association:

Eastwood at Riverside Condominium Community, Inc.
c/o Goodwin Processing Center
P.O. Box 93447
Las Vegas, NV 89193-3447

Benefitted Owner:

MSCB Riverside, LLC
9111 Jollyville Road, Suite 111
Austin, TX 78759

- I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among the Association, Owner, any Benefitted Owner, or the City of Austin in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.
- J. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the Association, Owner, or Benefitted Owner to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the Association, Owner, or Benefitted Owner may have hereunder by reason of any breach of this Restrictive Covenant.
- K. Excusable Delays. Whenever performance is required of the Association, Owner, or Benefitted Owner, the Association, Owner, and Benefitted Owner shall use all

due diligence to perform and take all reasonable and necessary measures in good faith to perform; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Association, Owner, or Benefitted Owner (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.

- L. Existing Encumbrances. The easement and other rights granted or created by this Restrictive Covenant are subject to any and all matters of record affecting the Property.
- M. Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.
- N. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto, contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against the Association, Owner, or Benefitted Owner.

[The remainder of this page is intentionally blank. Signatures to follow.]

Executed to be effective this on August 1, 2016.

DECLARANT:

MSCB Riverside, LLC,
a Texas limited liability company

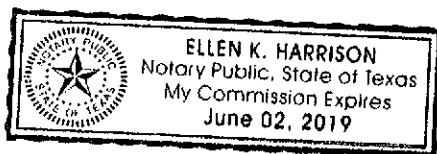
By: [Signature]
Name: GARRETT MARTIN
Title: PRESIDENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me Ellen K. Harrison, Notary Public, on this day personally appeared GARRETT MARTIN (name), PRESIDENT (title) of MSCB Riverside, LLC, a Texas limited liability company, known to me to through valid identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on August 1, 2016.



[Signature: Ellen K. Harrison]
Notary Public

ASSOCIATION:

**Eastwood at Riverside Condominium
Community, Inc.,**
a Texas non-profit corporation

By: [Signature]

Name: GARRETT MARTIN *sn*

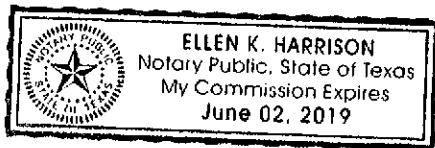
Title: PRESIDENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me Ellen K. Harrison, Notary Public, on this day personally
appeared GARRETT MARTIN (name), PRESIDENT (title) of
Eastwood at Riverside Condominium Community, Inc., a Texas non-profit corporation, known
to me to through valid identification to be the person whose name is subscribed to the foregoing
instrument and acknowledged that he executed the same for the purposes and consideration
therein expressed.

Given under my hand and seal of office on August 1, 2016.



Ellen K. Harrison
Notary Public

BENEFITTED OWNER:

MSCB Riverside, LLC,
a Texas limited liability company

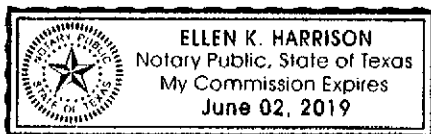
By: [Signature]
Name: GARRETT MARTIN
Title: PRESIDENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me Ellen K. Harrison, Notary Public, on this day personally appeared GARRETT MARTIN (name), PRESIDENT (title) of MSCB Riverside, LLC, a Texas limited liability company, known to me to through valid identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on AUGUST 1, 2016.



Ellen K. Harrison
Notary Public

ACCEPTED:
DEVELOPMENT SERVICES DEPARTMENT

CITY OF AUSTIN

By: Jay C. Baker
Name: Jay C. Baker
Title: Engineer C.

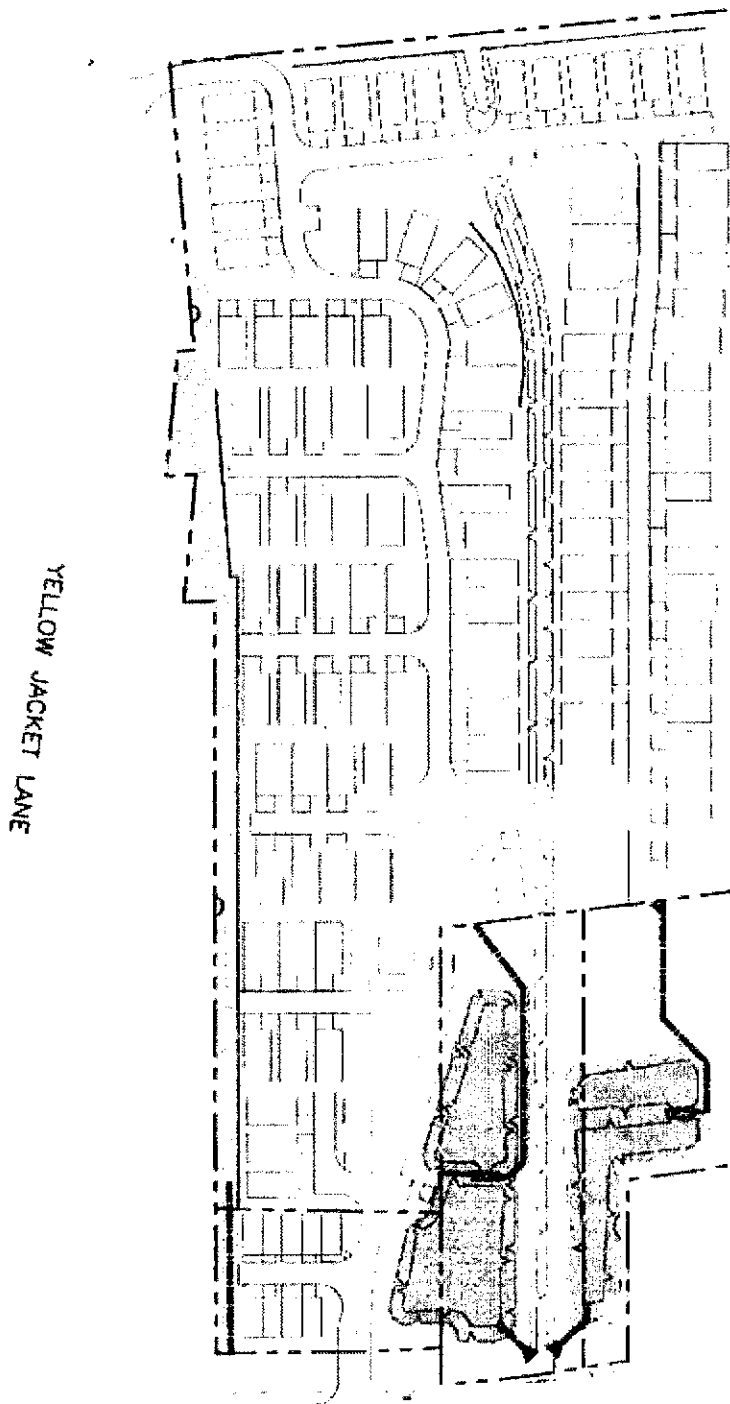
APPROVED AS TO FORM:


By: James M. Williams, Sr.

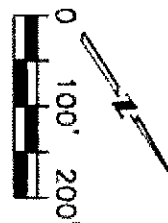
James M. Williams, Sr.
Assistant City Attorney

EXHIBIT A

Facilities




 FACILITIES
 STORM PIPE



**EXHIBIT
A**

RIVERSIDE II
CONDOMINIUM HOMES
 7003 E. RIVERSIDE DR.
 AUSTIN, TRAVIS COUNTY, TEXAS

UNIFIED DEVELOPMENT
AGREEMENT
 SP-2013-0158C
DRAINAGE FACILITIES

512.669.5560

WWW.BIGREDDOG.COM



ENGINEERING & CONSULTING

1001 E. 34th St., #100 (Corner of 34th & East St.) Austin, Texas 78702-4100

EXHIBIT B
Metes and Bounds



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT " B "

PORTION OF LOTS 1-A AND 2-A,
FIRST RESUBDIVISION
OF A.H. NEIGHBORS ADDITION
(DRAINAGE EASEMENT)

**0.709 ACRES
SANTIAGO DEL VALLE GRANT
CITY OF AUSTIN FULL PURPOSE, TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 0.709 ACRES (APPROXIMATELY 30,878 SQ. FT.) IN THE SANTIAGO DEL VALLE GRANT, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOTS 1-A AND 2-A, FIRST RESUBDIVISION OF A.H. NEIGHBORS ADDITION, A SUBDIVISION OF RECORD IN VOLUME 47, PAGE 70 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO MSCB RIVERSIDE, LLC IN A SPECIAL WARRANTY DEED DATED MARCH 8, 2013 AND RECORDED IN DOCUMENT NO. 2013045469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.709 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northwest line of said Lot 1-A, being in the southeast line of said Lot 2-A, from which a 1/2" rebar with "SNS" cap found in the southwest right-of-way line of E Riverside Drive (right-of-way width varies), being the northernmost corner of said Lot 1-A, being also the easternmost corner of said Lot 2-A, bears North 34°06'15" East, a distance of 43.88 feet;

THENCE crossing said Lots 1-A and 2-A, the following fifteen (15) courses and distances:

1. South 63°12'41" East, a distance of 3.52 feet to a calculated point;
2. With a curve to the right, having a radius of 16.34 feet, a delta angle of 03°28'30", an arc length of 0.99 feet, and a chord which bears South 61°28'26" East, a distance of 0.99 feet to a calculated point;
3. North 78°57'08" East, a distance of 22.05 feet to a calculated point;
4. North 52°18'00" East, a distance of 23.58 feet to a calculated point;
5. South 11°02'52" East, a distance of 28.69 feet to a calculated point;

6. North 74°08'24" West, a distance of 23.44 feet to a calculated point;
7. South 78°57'08" West, a distance of 17.38 feet to a calculated point;
8. With a curve to the right, having a radius of 16.34 feet, a delta angle of 57°51'03", an arc length of 16.50 feet, and a chord which bears South 00°53'28" West, a distance of 15.81 feet to a calculated point;
9. South 35°08'00" West, a distance of 251.29 feet to a calculated point;
10. With a curve to the right, having a radius of 28.49 feet, a delta angle of 65°58'02", an arc length of 32.81 feet, and a chord which bears South 68°07'00" West, a distance of 31.02 feet to a calculated point in the northwest line of said Lot 1-A, being in the southeast line of said Lot 2-A, from which a 1/2" rebar with "SNS" cap found for the westernmost corner of said Lot 1-A, being the southernmost corner of said Lot 2-A, bears South 34°06'15" West, a distance of 166.79 feet;
11. With a curve to the right, having a radius of 28.49 feet, a delta angle of 22°35'11", an arc length of 11.23 feet, and a chord which bears North 67°36'23" West, a distance of 11.16 feet to a calculated point;
12. North 63°10'41" West, a distance of 97.97 feet to a calculated point;
13. With a curve to the right, having a radius of 27.13 feet, a delta angle of 21°39'29", an arc length of 10.25 feet, and a chord which bears North 52°20'56" West, a distance of 10.19 feet to a calculated point;
14. South 11°02'52" East, a distance of 47.38 feet to a calculated point;
15. South 33°57'08" West, a distance of 129.63 feet to a calculated point in the southwest line of said Lot 2-A, from which a 1/2" rebar with "SNS" cap found for the westernmost corner of said Lot 1-A, being the southernmost corner of said Lot 2-A, bears South 62°51'25" East, a distance of 84.97 feet;

THENCE North 62°51'25" West with the southwest line of said Lot 2-A, a distance of 7.55 feet to a calculated point, from which a 1/2" rebar with "SNS" cap found for the westernmost corner of said Lot 2-A, being in the southeast line of Lot 2, Lopez and Sons Subdivision Section One, a subdivision of record in Volume 72, Page 85 of the Plat Records of Travis County, Texas, bears North 62°51'25" West, a distance of 77.31 feet;

THENCE crossing said Lot 2-A, the following fourteen (14) courses and distances:

1. North 33°57'08" East, a distance of 127.41 feet to a calculated point;

2. North 11°02'52" West, a distance of 69.01 feet to a calculated point;
3. North 33°57'08" East, a distance of 57.42 feet to a calculated point;
4. South 59°51'30" East, a distance of 4.58 feet to a calculated point;
5. North 34°59'41" East, a distance of 28.49 feet to a calculated point;
6. With a curve to the right, having a radius of 19.93 feet, a delta angle of 68°48'53", an arc length of 23.94 feet, and a chord which bears North 78°08'23" East, a distance of 22.53 feet to a calculated point;
7. South 64°52'56" East, a distance of 78.22 feet to a calculated point;
8. North 34°05'57" East, a distance of 51.23 feet to a calculated point;
9. With a curve to the left, having a radius of 16.53 feet, a delta angle of 132°15'24", an arc length of 38.15 feet, and a chord which bears North 34°12'40" East, a distance of 30.22 feet to a calculated point;
10. North 33°08'54" East, a distance of 42.43 feet to a calculated point;
11. With a curve to the left, having a radius of 6.91 feet, a delta angle of 139°20'23", an arc length of 16.79 feet, and a chord which bears North 24°22'22" East, a distance of 12.95 feet to a calculated point;
12. North 34°12'40" East, a distance of 9.50 feet to a calculated point;
13. With a curve to the right, having a radius of 30.70 feet, a delta angle of 75°43'04", an arc length of 40.57 feet, and a chord which bears North 72°04'12" East, a distance of 37.68 feet to a calculated point;
14. South 63°12'41" East, a distance of 23.16 feet to the **POINT OF BEGINNING**, containing 0.709 acres of land, more or less.

Surveyed on the ground on September 23, 2013.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from The National Geodetic Survey (NGS) on-line positioning user service (OPUS).

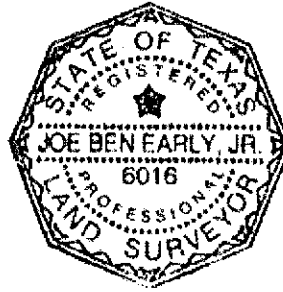
Attachments: Survey Drawing No. 759-005-DE5



Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

9/25/13

Date



REFERENCES

TCAD PARCEL # 291284 & 291285
Austin Grid Map L18

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.709 ACRES (APPROXIMATELY 30,878 SQ. FT.) IN THE SANTIAGO DEL VALLE GRANT, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOTS 1-A AND 2-A, FIRST RESUBDIVISION OF A.H. NEIGHBORS ADDITION, A SUBDIVISION OF RECORD IN VOLUME 47, PAGE 70 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO MSCB RIVERSIDE, LLC IN A SPECIAL WARRANTY DEED DATED MARCH 8, 2013 AND RECORDED IN DOCUMENT NO. 2013045469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	16.34'	3°28'30"	0.99'	S61°28'26"E	0.99'
C2	16.34'	57°51'03"	16.50'	S00°53'28"W	15.81'
C3	28.49'	65°58'02"	32.81'	S68°07'00"W	31.02'
C4	28.49'	22°35'11"	11.23'	N67°36'23"W	11.16'
C5	27.13'	21°39'29"	10.25'	N52°20'56"W	10.19'
C6	19.93'	68°48'53"	23.94'	N78°08'23"E	22.53'
C7	16.53'	132°15'24"	38.15'	N34°12'40"E	30.22'
C8	6.91'	139°20'23"	16.79'	N24°22'22"E	12.95'
C9	30.70'	75°43'04"	40.57'	N72°04'12"E	37.68'

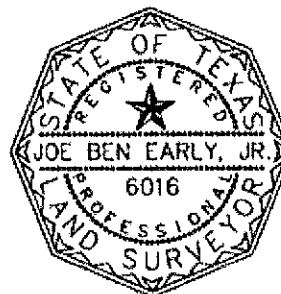
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°12'41"E	3.52'
L2	N78°57'08"E	22.05'
L3	N52°18'00"E	23.58'
L4	S11°02'52"E	28.69'
L5	N74°08'24"W	23.44'
L6	S78°57'08"W	17.38'
L7	S35°08'00"W	251.29'
L8	N63°10'41"W	97.97'
L9	S11°02'52"E	47.38'
L10	S33°57'08"W	129.63'
L11	N62°51'25"W	7.55'
L12	N33°57'08"E	127.41'
L13	N11°02'52"W	69.01'
L14	N33°57'08"E	57.42'
L15	S59°51'30"E	4.58'
L16	N34°59'41"E	28.49'
L17	S64°52'56"E	78.22'
L18	N34°05'57"E	51.23'
L19	N33°08'54"E	42.43'
L20	N34°12'40"E	9.50'
L21	S63°12'41"E	23.16'
L22	N34°06'15"E	43.88'

LEGEND

- SNS ● 1/2" REBAR WITH "SNS" CAP FOUND
- △ CALCULATED POINT
- () RECORD INFORMATION

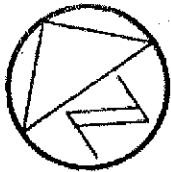
BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 759-005-DE5



DATE OF SURVEY: 9/23/13
PLOT DATE: 9/25/13
DRAWING NO.: 759-005-DE5
PROJECT NO.: 759-005
DRAWN BY: JBE
SHEET 1 OF 2

Chaparra



1" = 60'

E RIVERSIDE DRIVE
(RIGHT-OF-WAY WIDTH VARIES)

ARLISS S. WATSON
0.255 ACRES
(2006134780)

LOT 1
WILLIE G. RODRIGUES
SUBDIVISION
(56/52)

LOT 2
WILLIE G. RODRIGUES
SUBDIVISION
(56/52)

EDWARD M. TORRES
& FRANCES TORRES
120' X 120'
(4173/6)

LOT 4
LOPEZ AND SONS
SUBDIVISION
SECTION ONE
(72/85)

LOT 3
LOPEZ AND SONS
SUBDIVISION
SECTION ONE
(72/85)

LOT 2
(72/85)

CHARLES CARTER &
EUNICE CARTER
120' X 200'
(5015/1589)

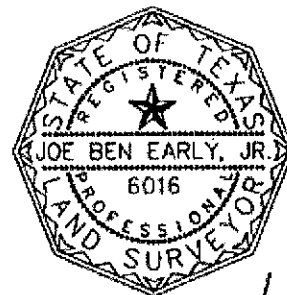
**DRAINAGE
EASEMENT**
0.709 ACRES
APPROX. 30,878
SQ. FT.

LOT 2-A
FIRST
RESUBDIVISION OF
A.H. NEIGHBORS
ADDITION
(47/70)

MSCB
RIVERSIDE, LLC
11.837 ACRES
(2013045469)

LOT 1-A
FIRST
RESUBDIVISION OF
A.H. NEIGHBORS
ADDITION
(47/70)

MSCB
RIVERSIDE, LLC
11.837 ACRES
(2013045469)



PORTION OF LOT 3
A.H. NEIGHBORS
ADDITION
(22/45)

LOT 3-A
FIRST
RESUBDIVISION OF
A.H. NEIGHBORS
ADDITION
(47/70)
VACATED IN
(2006202482)

MSCB RIVERSIDE, LLC
11.837 ACRES
(2013045469)

DATE OF SURVEY: 9/23/13
PLOT DATE: 9/25/13
DRAWING NO.: 759-005-DE5
PROJECT NO.: 759-005
DRAWN BY: JBE
SHEET 2 OF 2

Chaparral

Circumstance	Percentage (%)
If someone is attacking you	85
If someone is threatening you	75
If someone is harassing you	65
If someone is insulting you	55
If someone is annoying you	45


COUNTY OF TRAVIS §

1. "My name is Garrett Martin. I am President of MSCB Riverside, LLC and am authorized by MSCB Riverside, LLC to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this Affidavit. I have personal knowledge of the facts contained herein as an officer of the corporation who holds title to the property and I have recently reviewed the corporation's records of ownership of this property.

Page 15 of 17

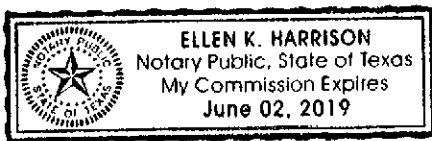
"Further Affiant sayeth not."

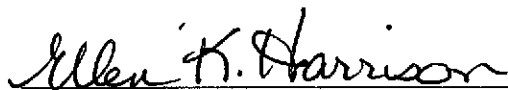
MSCB Riverside, LLC

By:  *ny*
Name: Garrett Martin
Title: President

State of Texas §
County of Travis §

SUBSCRIBED AND SWORN TO BEFORE ME on this 1st day of August, 2016, to
certify which witness my hand and official seal.

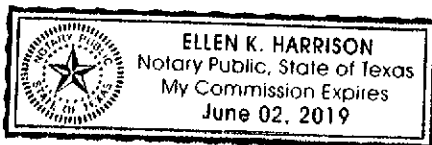



Ellen K. Harrison, Notary Public

State of Texas §
County of Travis §

On August 1, 2016, before me, Ellen K. Harrison, Notary Public, personally appeared
Garrett Martin, President of MSCB Riverside, LLC, personally known to me to be the person whose
name is subscribed to the within instrument and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature on the instrument the person or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal




Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City of Austin
Development Services Department

P.O. Box 1088

Austin, Texas 78767

Project Name: Riverside II

Attn: Jay Baker

Case No. SP-2013-0158C



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

August 17 2016 02:24 PM

FEE: \$ 114.00 2016135642

AFTER RECORDING RETURN TO:

JOSHUA D. BERNSTEIN, ESQ.
NORTON ROSE FULBRIGHT US LLP
98 SAN JACINTO BLVD., STE. 1100
AUSTIN, TEXAS 78701-4255

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME FOR
EASTWOOD AT RIVERSIDE**

(A Residential Condominium in Travis County, Texas)

DECLARANT: MSCB RIVERSIDE, LLC, a Texas limited liability company

Cross reference to that certain Declaration of Condominium Regime for Eastwood at Riverside, recorded under Document No. 2014005106, Official Public Records of Travis County, Texas.

22952854.1

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME

This First Amendment to Declaration of Condominium Regime for Eastwood at Riverside (this "**Amendment**") is made and executed by **MSCB RIVERSIDE, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

A. Eastwood at Riverside Condominiums, a residential condominium project located in Travis County, Texas (the "**Regime**"), is presently governed by that certain Declaration of Condominium Regime for Eastwood at Riverside, recorded as Document No. 2014005106, Official Public Records of Travis County, Texas (the "**Declaration**").

B. Declarant presently holds all right, title and interest as "**Declarant**" pursuant to the Declaration.

C. Pursuant to *Section 5.1* and *Provision A.3.2* of Appendix "A" of the Declaration, Declarant has reserved the right to create up to one hundred fifty (150) Units in the Regime. To add additional Units to the Regime established by the Declaration, Declarant shall record an amendment to the Declaration which: (i) assigns an identifying number to each new Unit; (ii) reallocates the Common Interest Allocation among all Units then existing within the Regime; (iii) describes any Limited Common Elements created or designated to each new Unit; and (iv) with respect to new Units, include the information required by Section 82.055 and Section 82.059(b) of the Texas Uniform Condominium Act.

D. Pursuant to *Provision A.3.10* of Appendix "A" to the Declaration, during the Development Period, Declarant may amend the Declaration, without the consent of any other Owners or any mortgagee, to create Units, General Common Elements and Limited Common Elements in the exercise of statutory Development Rights.

E. In accordance with the foregoing authority, Declarant now desires to amend the Declaration for the purpose of adding Attached Units to the Regime.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Creation of Attached Units. Pursuant to the authority set forth in *Section 5.1* and *Provision A.3.2* of Appendix "A" of the Declaration, Declarant hereby creates nine (9) Attached Units, as shown on the Attached Units Plats and Plans.

2. Supplement to Attachment 1. Attachment 1 to the Declaration is hereby supplemented with the Plats and Plans attached hereto as Exhibit A (the "**Attached Units Plats and Plans**"). The Attached Units Plats and Plans: (i) assign an identifying number to all Attached Units; (ii) describe the portion of the Limited Common Elements created or assigned to all Attached Units; and (iii) include the information required by Section 82.059 of the Texas Uniform Condominium Act.

3. Replacement of Attachment 3 – Common Interest Allocation and Building LCE Allocation. Attachment 3 to the Declaration is hereby deleted in its entirety and the Attachment 3

attached hereto as Exhibit B is substituted in its place. This Attachment 3 assigns a new Common Interest Allocation to all Units in the Regime and assigns a Building LCE Allocation to all the Attached Units created hereby.

4. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Except as expressly set forth herein, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

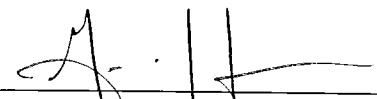
Executed to be effective as of the date this Amendment has been recorded in the Official Public Records of Travis County, Texas.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

MSCB RIVERSIDE, LLC,
a Texas limited liability company

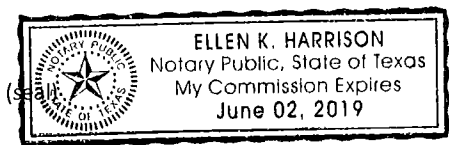
By: Milestone Community Builders, LLC, a Texas
limited liability company, Manager

By: 
Garrett S. Martin, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2nd day of ~~January~~ ^{February}, 2017, by Garrett S. Martin, President of Milestone Community Builders, LLC, a Texas limited liability company, Manager of MSCB Riverside, LLC, a Texas limited liability company, on behalf of said limited liability companies.





Notary Public, State of Texas

EXHIBIT A

ATTACHMENT 1

[CONDOMINIUM PLATS AND PLANS]

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

Printed Name: Joe Ben Early
RPLS or License No. 6016

SEE SHEET 12 FOR ORIGINAL CERTIFICATION

BOUNDARIES OF UNIT

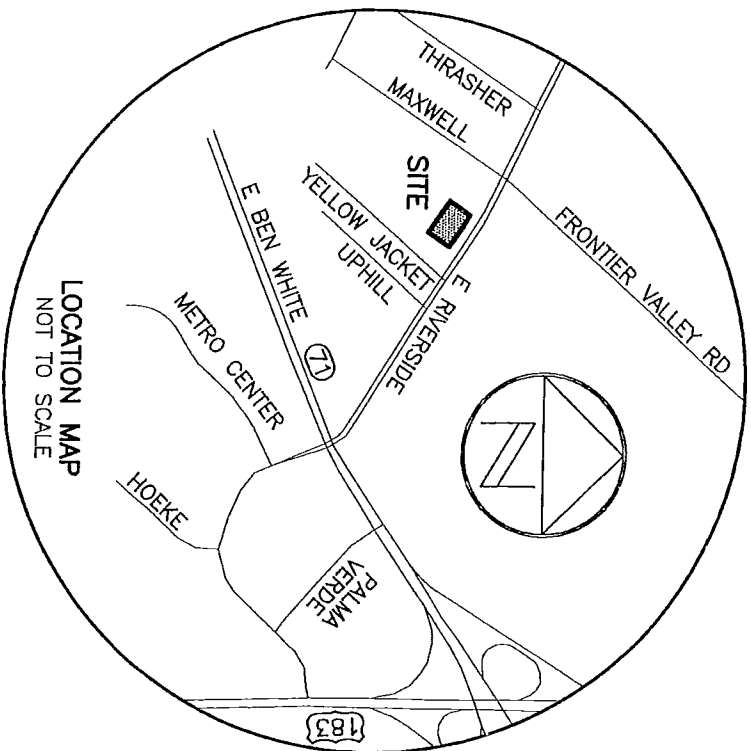
The legal boundaries of each Unit are established by the Declarant and the plats and plans attached hereto. However, each Owner acknowledges that the Unit may be measured and depicted in a manner which differs from the legal boundaries of a Unit. For example, the Unit may be measured or depicted differently for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. No single measurement is definitive for all purposes. Measurements may be of the area under roof, or the air conditioned space, or the area within the Unit's legal boundaries. The Unit's partition wall cavities and/or its perimeter wall cavities may or may not be included. The Unit's garage area, attic area, front porch, and/or balcony space may or may not be included.

RIVERSIDE II CONDOMINIUMS

0.890 ACRES (APPROXIMATELY 38,771 SQ. FT.),
BEING ALL OF LOT 1, BLOCK A, RIVERSIDE II,
A SUBDIVISION OF RECORD IN DOCUMENT NO.
201300231 OF THE OFFICIAL PUBLIC RECORDS
OF TRAVIS COUNTY, TEXAS.

LEGEND	
●	1/2" REBAR FOUND (OR AS NOTED)
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
E.E.	ELECTRIC EASEMENT
T.E.	TELECOMMUNICATIONS EASEMENT
MBB	MUST BE BUILT
GCE	GENERAL COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
()	RECORD INFORMATION

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD	BEARING
C3	2°52'08"	1352.39'	67.72'	67.71'	S58°46'13"E



DATE OF SURVEY: 9/23/13
PLOT DATE: 1/2/17
DRAWING NO.: 759-005-CONDO-LOT1
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JBE & EBD
SHEET 1 OF 12

Chaparral

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983
(NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS
FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE
POSITIONING USER SERVICE (OPUS).

DRAWING NO.:
759-005-CONDO-LOT1
SHEET 2 OF 12

LOT 1-A
FIRST RESUBDIVISION OF
A.H. NEIGHBORS ADDITION
(47/70)

N34°01'16"E 148.51'

N34°01'16"E
40.40'

0.890 ACRES
APPROX. 38,771
SQ. FT.
LOT 1
BLOCK A
RIVERSIDE II
(201300231)

C3

GCE

MONTAGUE STREET
PRIVATE DRIVE

GCE

N63°32'07"E
56.45'

BASSETT COURT
PRIVATE DRIVE

S56°44'39"E 182.38'

15' E.E. & T.E.
(201300231)

E RIVERSIDE DRIVE
(R.O.W. WIDTH VARIES)
(201300231)

LOT 2
BLOCK A
RIVERSIDE II
(201300231)

N54°44'20"W 250.24'

GCE

UNIT 7201

UNIT 7203

UNIT 7205

UNIT 7207

UNIT 7209

UNIT 7202

UNIT 7204

UNIT 7206

UNIT 7208

36.33'

27.00'

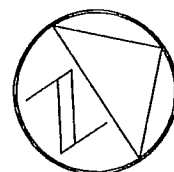
11.53'

S33°57'08"W 159.65'

N33°57'08"E
40.29'

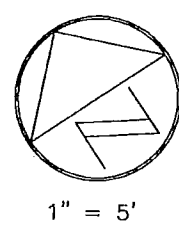
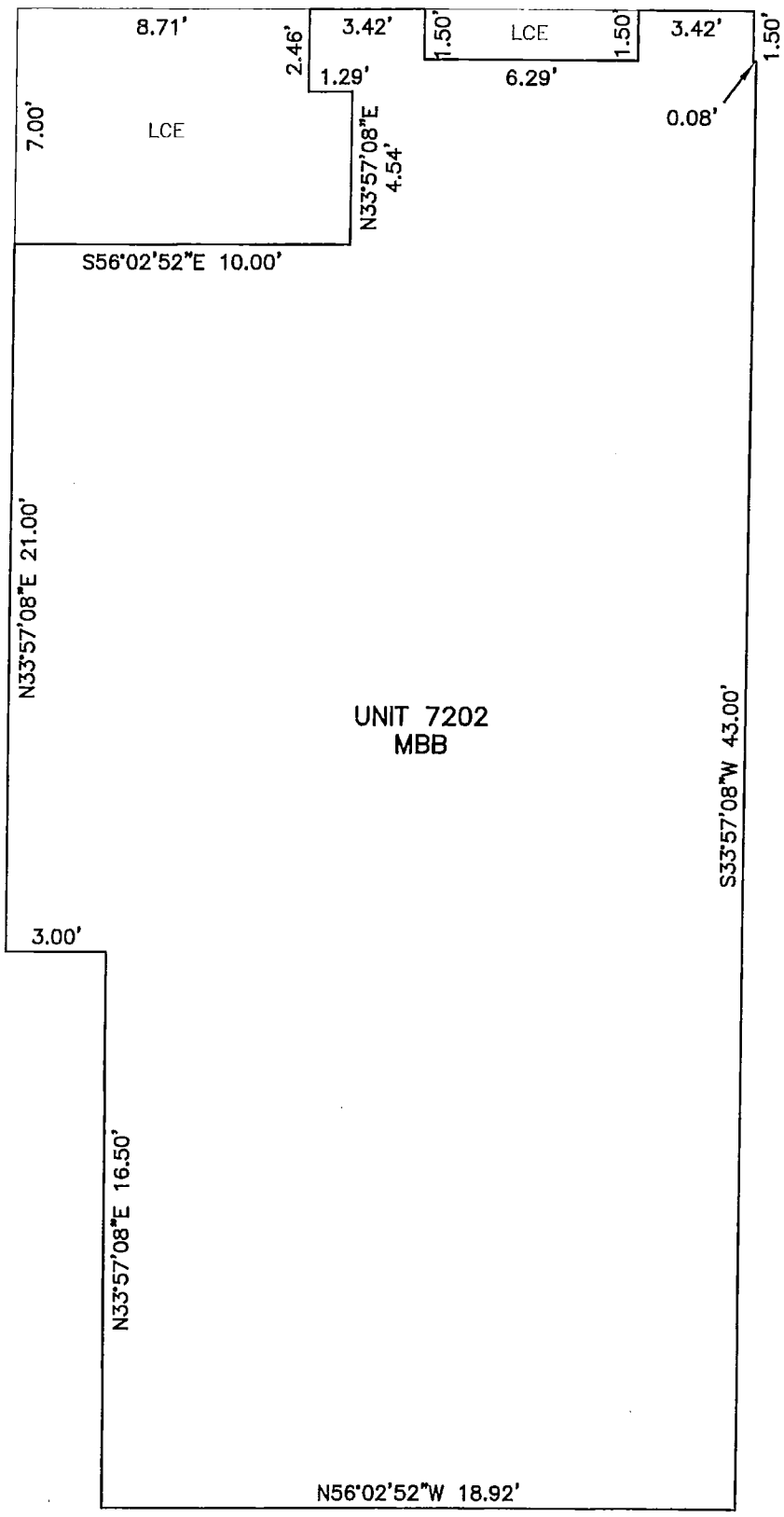
BRITANIE OLVERA
0.443 ACRES
(2010053544)

1" = 40'



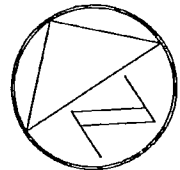
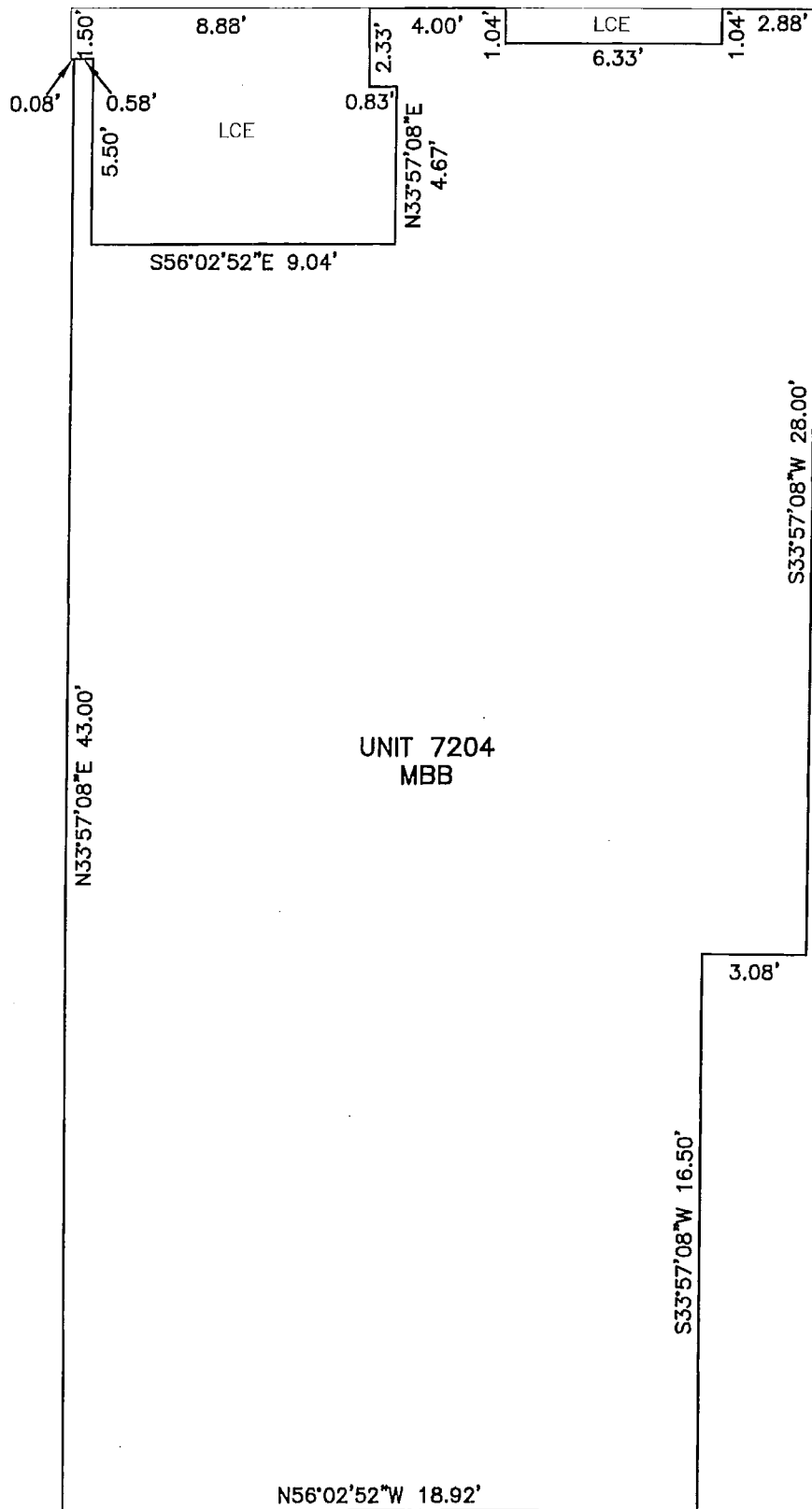
S56°38'12"E 73.34'

Chaparral

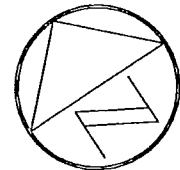
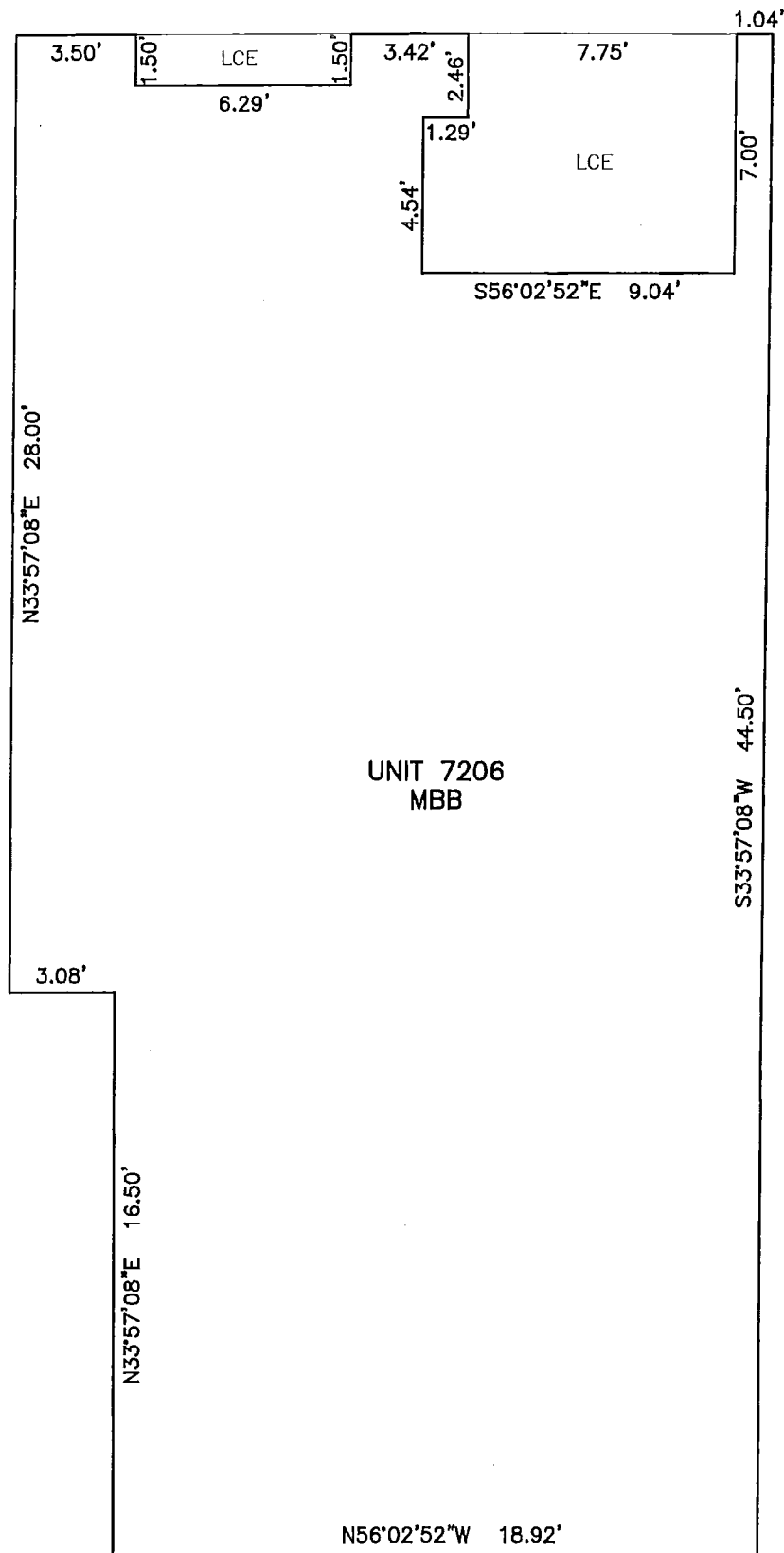


DRAWING NO.:
759-005-CONDO-LOT1
SHEET 3 OF 12

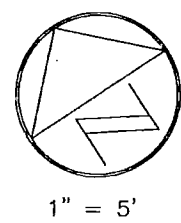
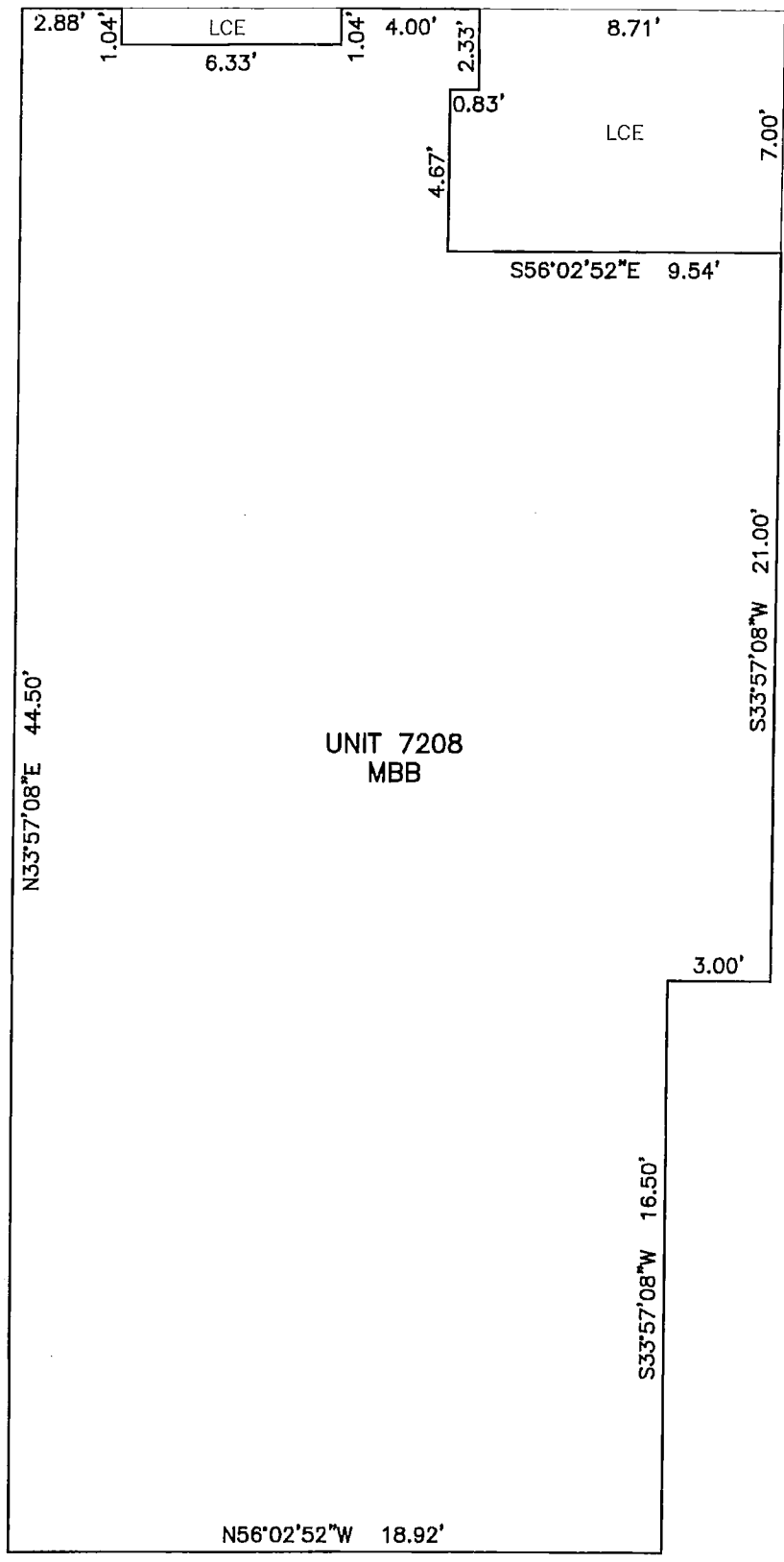
Chaparral

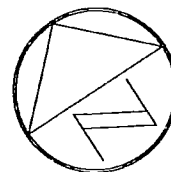
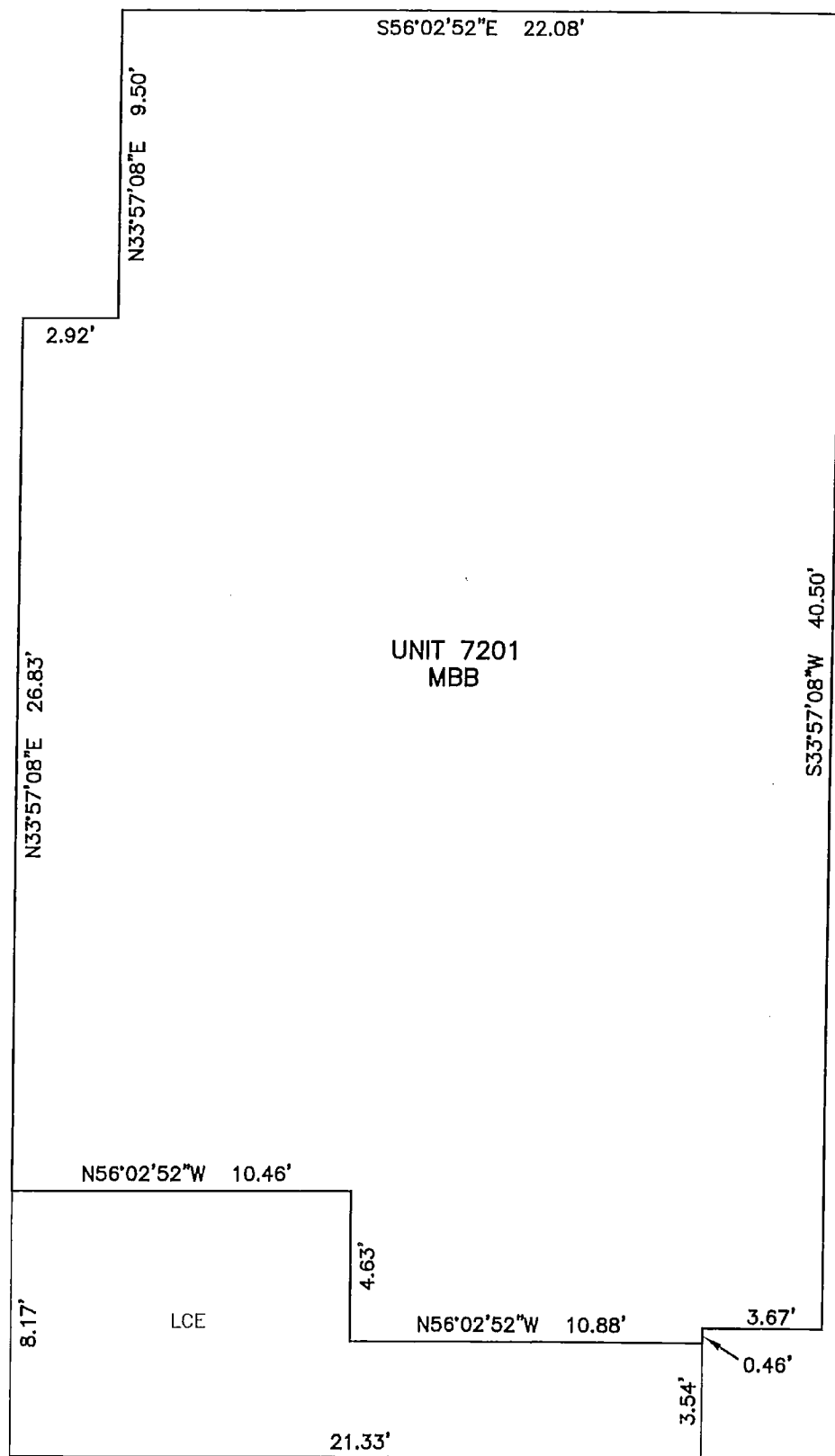


1" = 5'

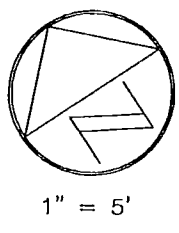
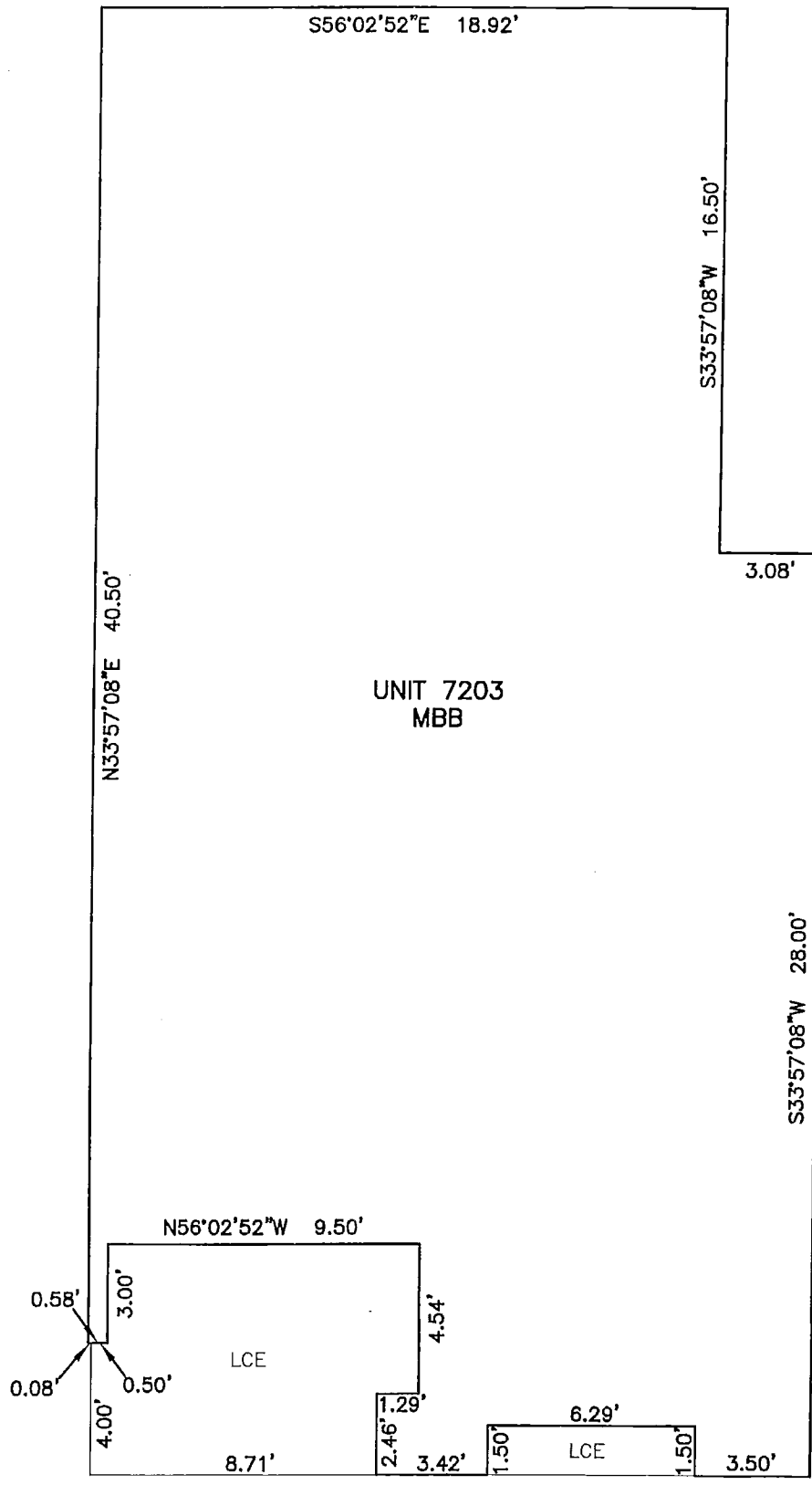


1" = 5'



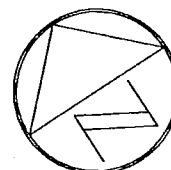
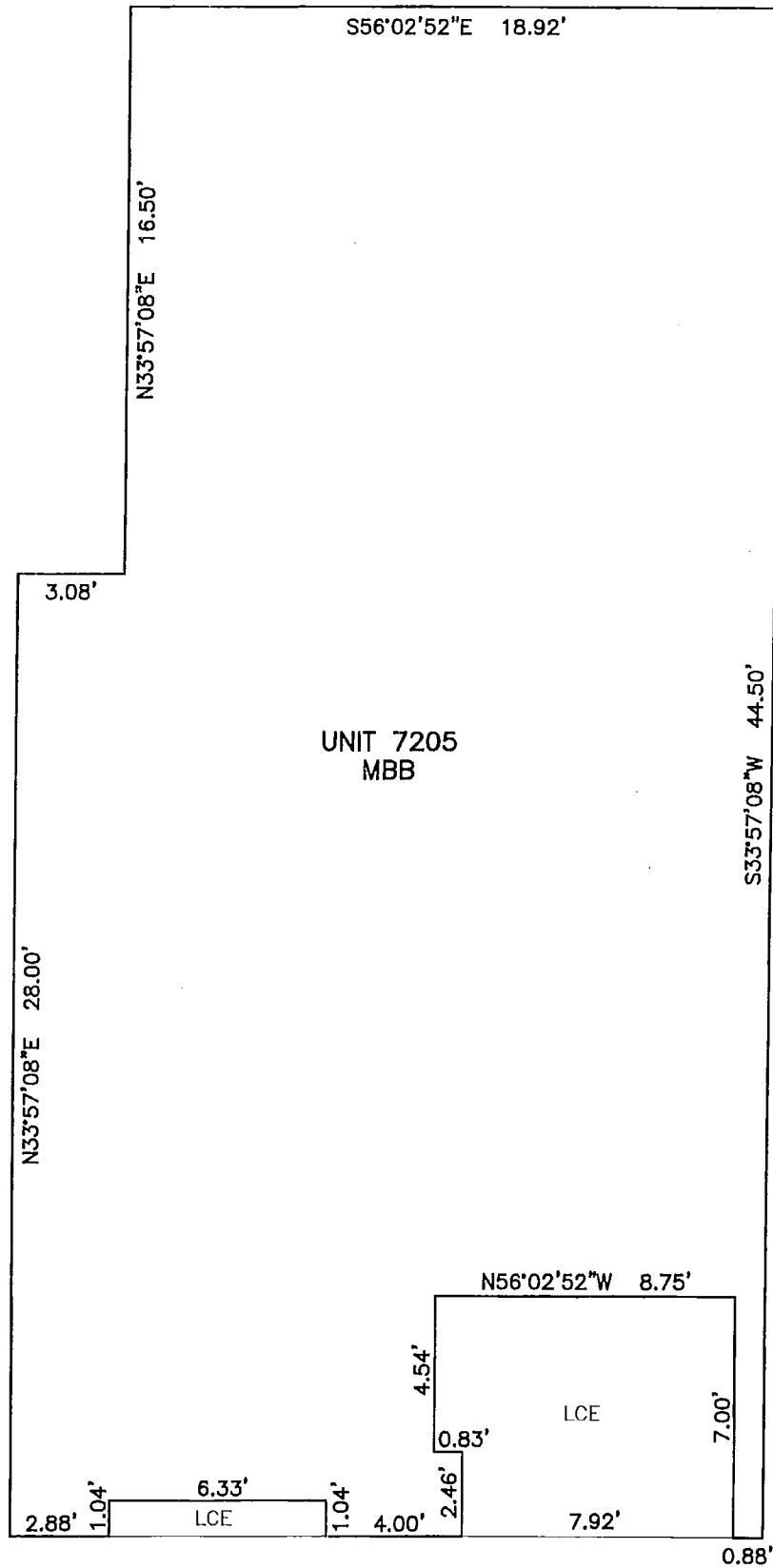


1" = 5'

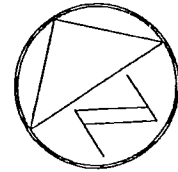
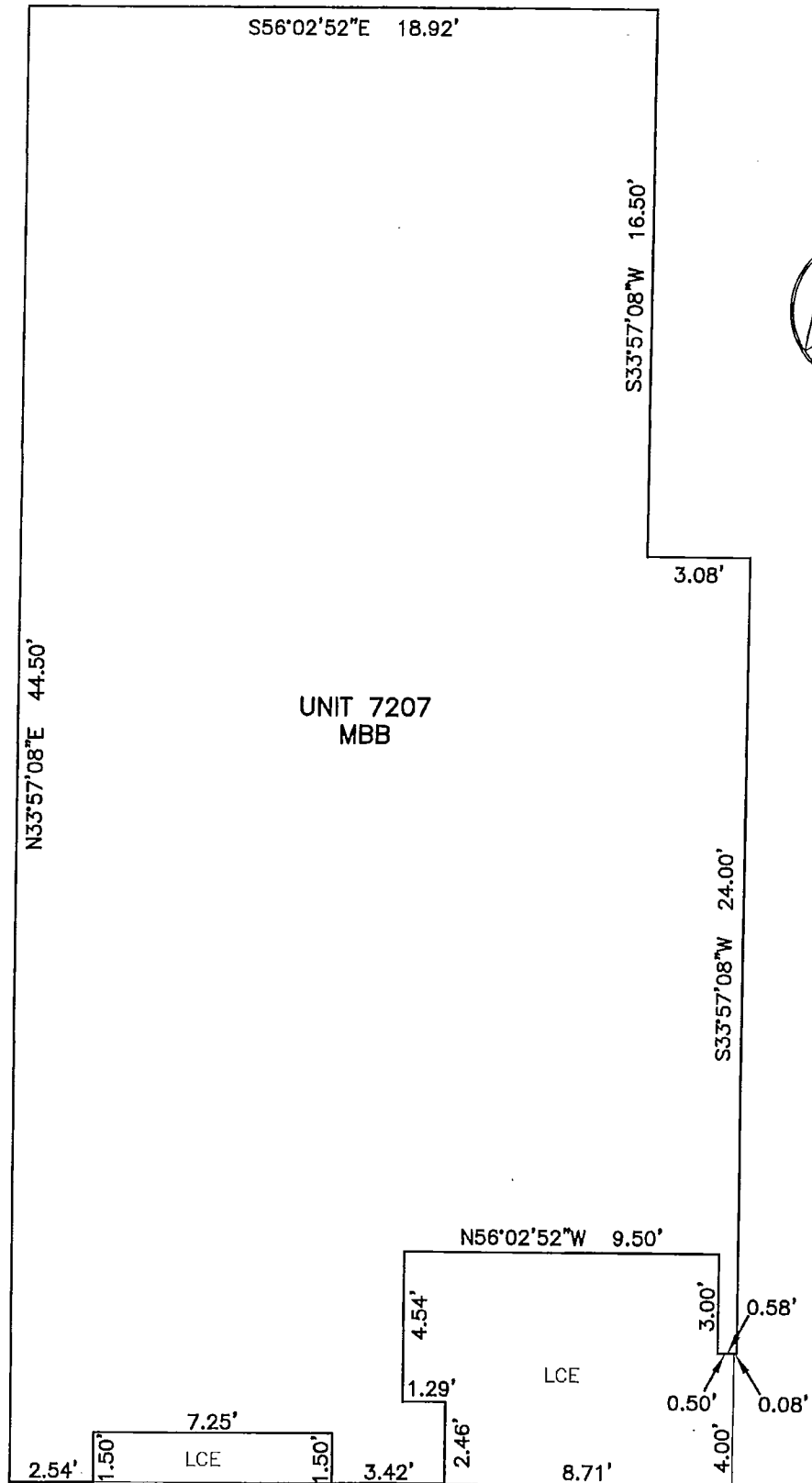


DRAWING NO.:
759-005-CONDO-LOT1
SHEET 8 OF 12

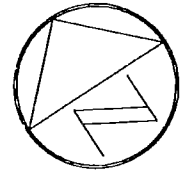
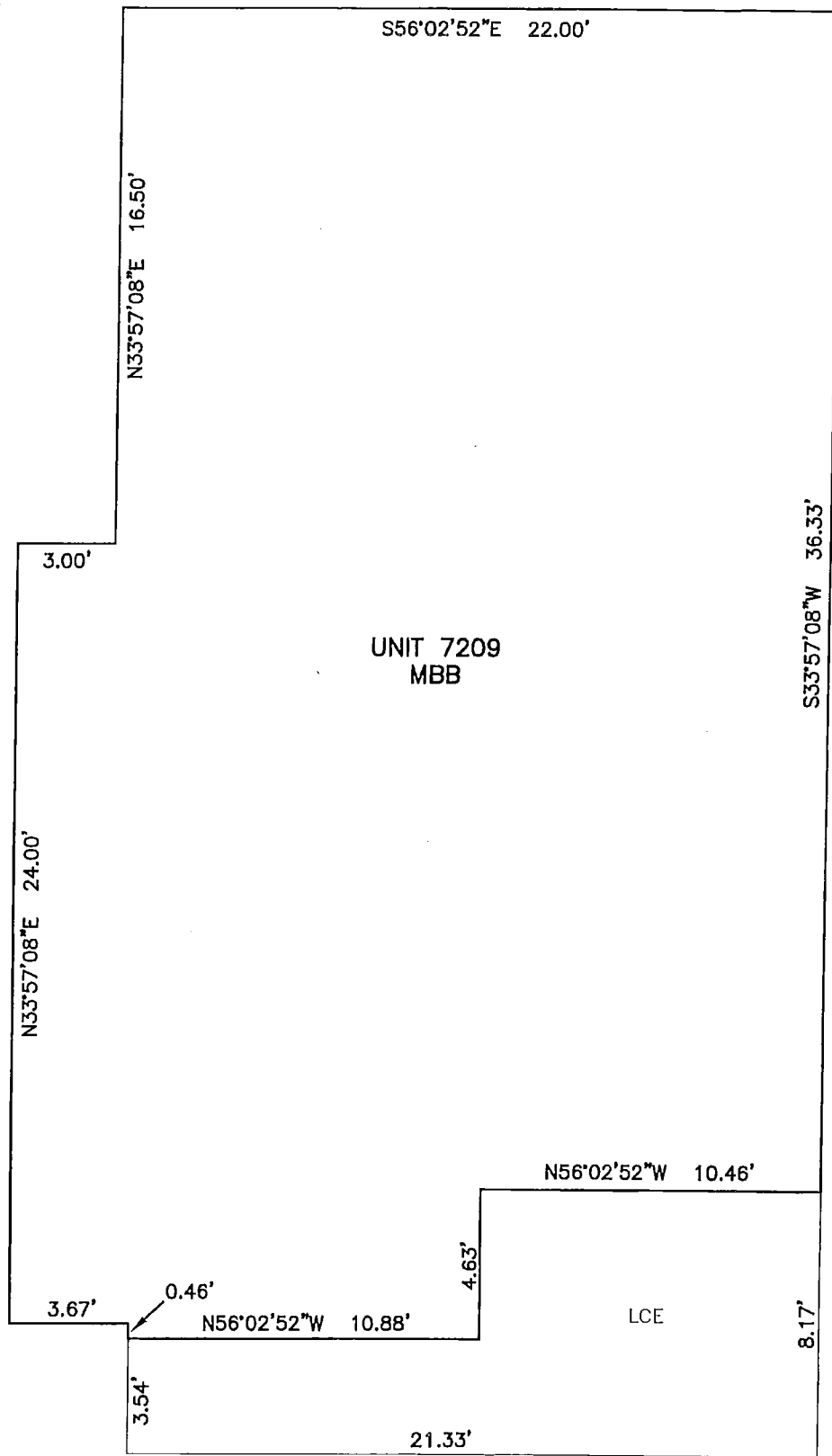
Chaparral



1" = 5'



1" = 5'



1" = 5'

EXHIBIT "A"


RIVERSIDE II CONDOMINIUMS

GENERAL NOTES:

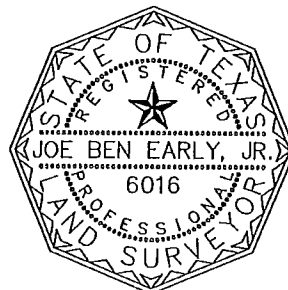
- 1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (I) IN THE DECLARATION OF CONDOMINIUM REGIME FOR RIVERSIDE II CONDOMINIUMS (THE "DECLARATION") OR (II) ON THE PLATS AND PLANS OF THE REGIME.
- 2) OWNERSHIP AND USE OF CONDOMINIUM UNITS IS SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION.
- 3) EACH UNIT, BUILDING, LIMITED COMMON ELEMENT AND GENERAL COMMON ELEMENT IS SUBJECT TO SPECIAL RIGHTS RESERVED BY THE DECLARANT AS PROVIDED PROVISION A.4. OF APPENDIX "A" TO THE DECLARATION. PURSUANT TO SUCH PROVISIONS, AMONG OTHER THINGS, DECLARANT HAS RESERVED THE RIGHT TO
 - (I) COMPLETE OR MAKE IMPROVEMENTS INDICATED ON THE PLAT AND PLANS, AS PROVIDED IN PROVISION A.4(I) OF APPENDIX "A" TO THE DECLARATION; (II) EXERCISE ANY DEVELOPMENT RIGHT PERMITTED BY THE TEXAS UNIFORM CONDOMINIUM ACT (THE "ACT") AND THE DECLARATION, INCLUDING THE ADDITION OF REAL PROPERTY THE REGIME, WHICH PROPERTY MAY BE ADDED AS UNITS, GENERAL COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS, AS PROVIDED IN SECTION 2.2 OF THE DECLARATION AND PROVISION A.4(II) OF APPENDIX "A" TO THE DECLARATION; (III) MAKE THE PROPERTY PART OF A LARGER CONDOMINIUM OR PLANNED COMMUNITY, AS PROVIDED IN PROVISION A.4(III) OF APPENDIX "A" TO THE DECLARATION; (IV) USE UNITS OWNED OR LEASED BY DECLARANT AS MODELS, STORAGE AREAS, AND OFFICES FOR THE MARKETING, MANAGEMENT, MAINTENANCE, CUSTOMER SERVICE, CONSTRUCTION, AND LEASING OF THE PROPERTY, AS PROVIDED IN PROVISION A.4(IV) OF APPENDIX "A" TO THE DECLARATION; AND (V) APPOINT OR REMOVE ANY DECLARANT-APPOINTED OFFICER OR DIRECTOR OF THE ASSOCIATION DURING THE DECLARANT CONTROL PERIOD (AS DEFINED IN THE DECLARATION) CONSISTENT WITH THE ACT, AS PROVIDED IN PROVISION A.4(VII) OF APPENDIX "A" TO THE DECLARATION. AS PROVIDED IN PROVISION A.4(V) OF APPENDIX "A" TO THE DECLARATION, FOR PURPOSES OF PROMOTING, IDENTIFYING, AND MARKETING THE PROPERTY, DECLARANT RESERVES AN EASEMENT AND RIGHT TO PLACE OR INSTALL SIGNS, BANNERS, FLAGS, DISPLAY LIGHTING, POTTED PLANTS, EXTERIOR DECORATIVE ITEMS, SEASONAL DECORATIONS, TEMPORARY WINDOW TREATMENTS, AND SEASONAL LANDSCAPING ON THE PROPERTY, INCLUDING ITEMS AND LOCATIONS THAT ARE PROHIBITED TO OTHER OWNERS. DECLARANT RESERVES AN EASEMENT AND RIGHT TO MAINTAIN, RELOCATE, REPLACE, OR REMOVE THE SAME FROM TIME TO TIME WITHIN THE PROPERTY. AS PROVIDED IN PROVISION A.4(VI) OF APPENDIX "A" TO THE DECLARATION, DECLARANT HAS AN EASEMENT AND RIGHT OF INGRESS AND EGRESS IN AND THROUGH THE COMMON ELEMENTS (AS DEFINED IN THE DECLARATION) AND UNITS OWNED OR LEASED BY DECLARANT FOR PURPOSES OF CONSTRUCTING, MAINTAINING, MANAGING, AND MARKETING THE PROPERTY, AND FOR DISCHARGING DECLARANT'S OBLIGATIONS UNDER THE ACT AND THE DECLARATION.
- 4) THE CONFIGURATION REPRESENTED IN THE DRAWINGS OF THE BUILDING FOOTPRINTS AND SITE IMPROVEMENTS IS BASED UPON THE CONSTRUCTION DOCUMENTS, AND ARE NOT BASED UPON ACTUAL ON-SITE OBSERVATIONS AND MEASUREMENTS.

SURVEYOR CERTIFICATION:

THESE PLAT AND PLANS CONTAIN THE SURVEY RELATED INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE

 1/2/17

JOE BEN EARLY, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6016
TBPLS FIRM NO. 10124500





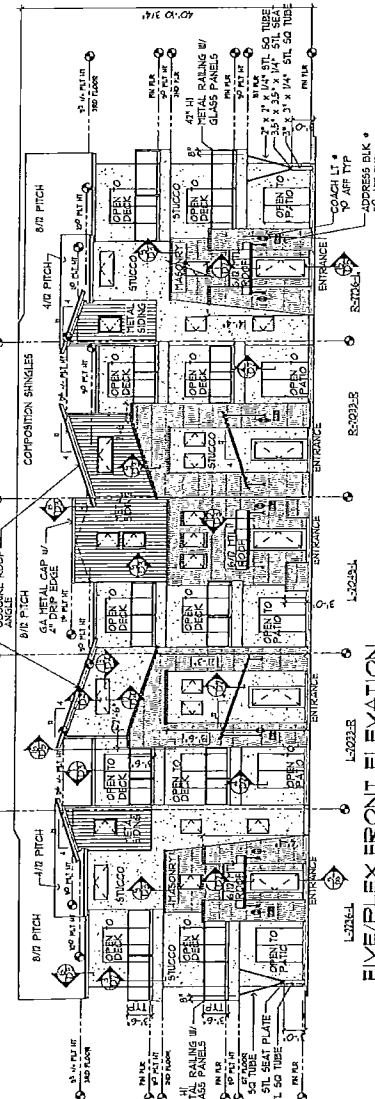
MILESTONE
COMMUNITY BUILDERS

Texas Four

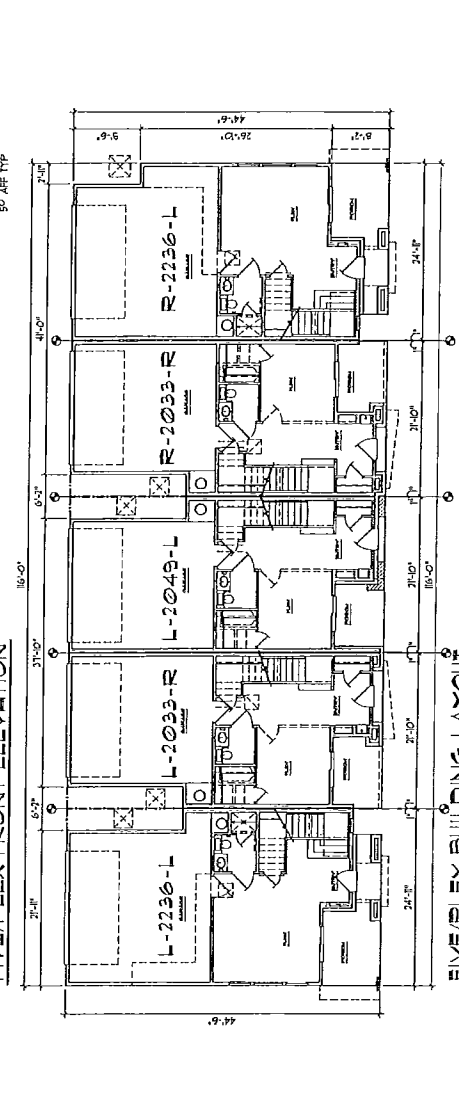
Residential
Intertitle

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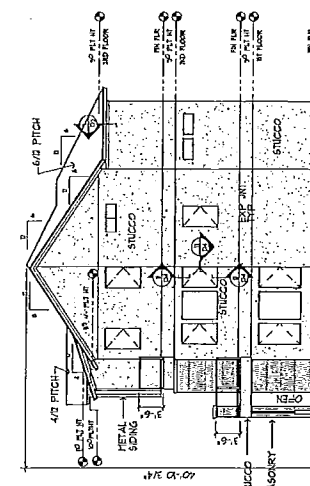
MILESTONE
COMMUNITY BUILDERS
AUSTIN, TEXAS
FIVE PLEX
A-29
35 OF 41



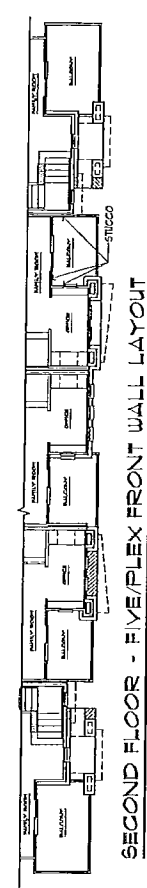
FIVE/PLEX LEFT ELEVATION



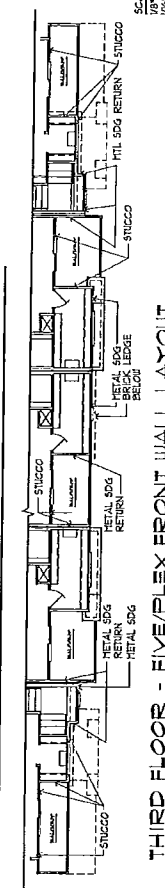
FIVE/PLEX BUILDING LAYOUT



FIVE/PLEX RIGHT ELEVATION



SECOND FLOOR - FIVE/PLEX FRONT WALL LAYOUT



THIRD FLOOR - FIVE/PLEX FRONT WALL LAYOUT

SCALE:
1/8" = 1'-0" (PLAN SHEET)
1/4" = 1'-0" (WALL SHEET)



MILESTONE
COMMUNITY BUILDERS

Texas Four
10000
10000
10000
10000

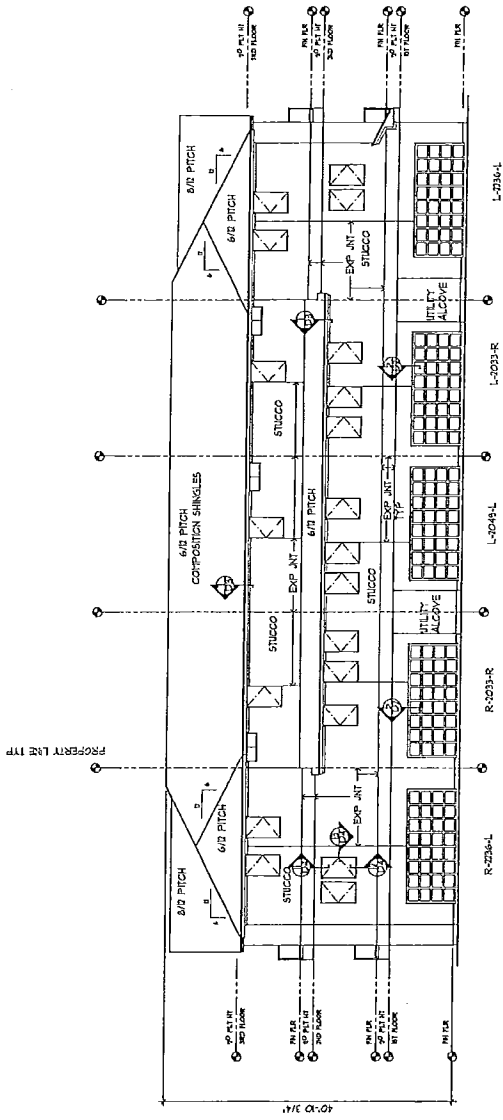
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MILESTONE
COMMUNITY BUILDERS
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10000
10000

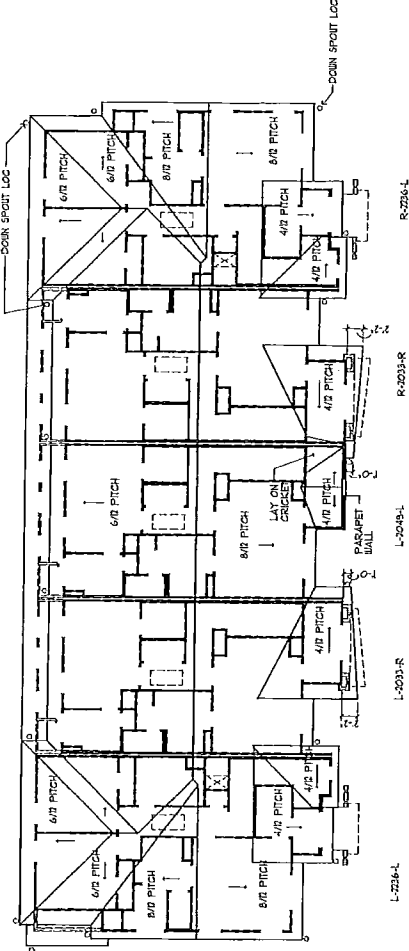
THE
REAR ELEVATION
ROOF LAYOUT
FIVE PLEX

A-30
40 OF 41

SCALE:
1" = 10'-0" (PLAN)
1/8" = 1'-0" (ELEVATION)

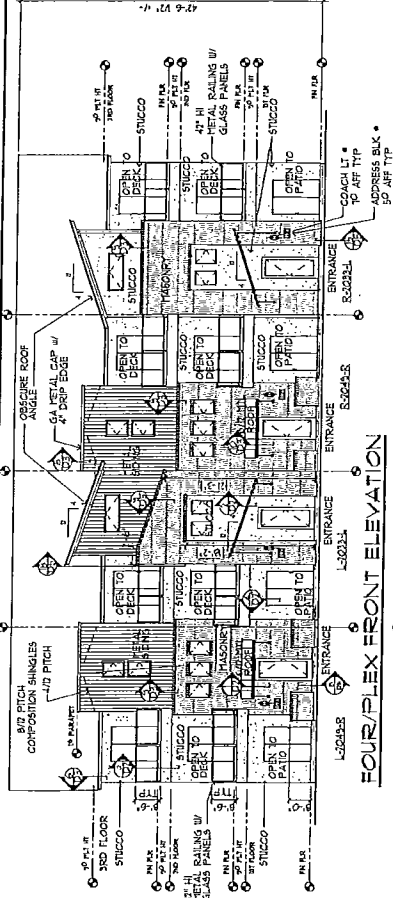


FIVE/PLEX REAR ELEVATION

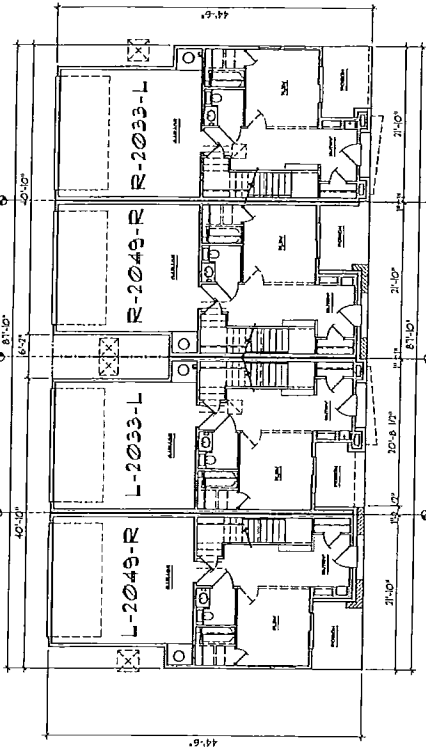


FIVE/PLEX ROOF LAYOUT

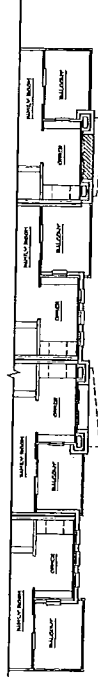
NOTE:
*FRAME & BRACE TO MEET LOCAL CODES
*1'-6" OVERHANG FROM FRAME AT 6/12 PITCH EAVES
*2'-0" OVERHANG FROM FRAME AT 4/12 PITCH EAVES
*1'-0" OVERHANG FROM FRAME AT 8/12 PITCH EAVES

[illegible]

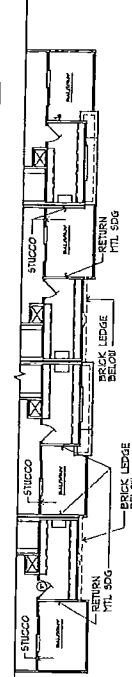
FOUR/PLEX FRONT ELEVATION



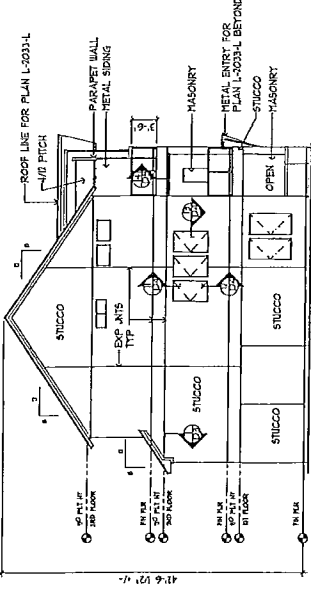
FIRST FLOOR - FOUR/PLEX BUILDING LAYOUT



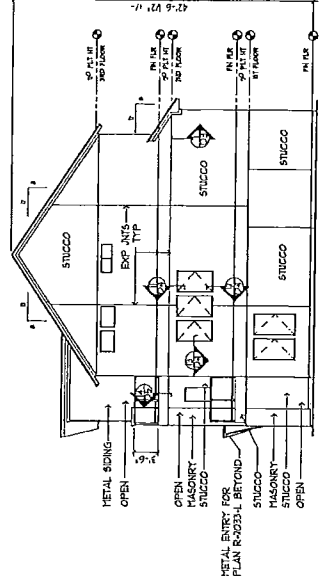
SECOND FLOOR - FOUR/PLEX FRONT WALL LAYOUT



THIRD FLOOR - FOUR/PLEX FRONT WALL LAYOUT



FOUR/PLEX LEFT ELEVATION



FOUR/PLEX LEFT ELEVATION

SCALE: 1/8" = 1'-0" (12"x34" SHEET)
1/16" = 1'-0" (11"x17" SHEET)



MILESTONE
COMMUNITY BUILDERS

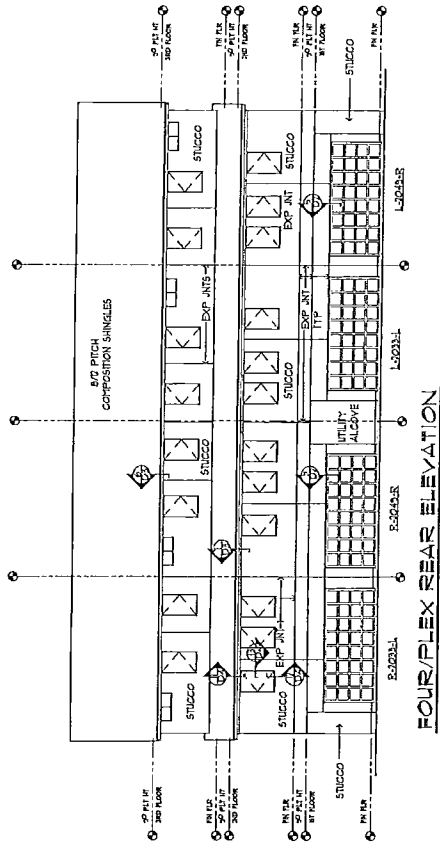
Texas Four
4000 W. Loop West
Suite 100
Houston, Texas 77056

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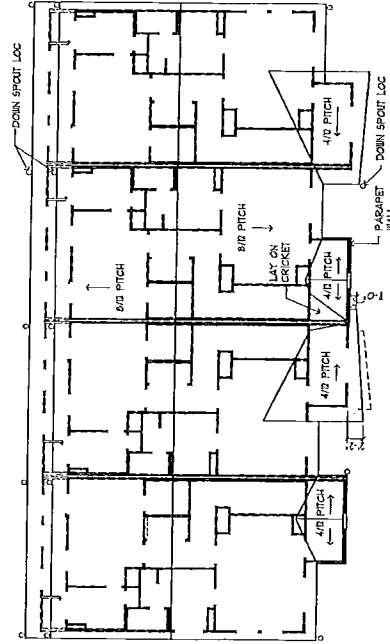
MILESTONE
COMMUNITY BUILDERS
RIVERVIEW
TOWNHOMES
PHASE 2
HOUSTON, TEXAS

REAR ELEVATION
ROOF LAYOUT
FOUR PLEX

A-32
12 OF 41



FOUR/PLEX REAR ELEVATION



FOUR/PLEX ROOF LAYOUT

- NOTES:
- *FRAME & BRACE TO MEET LOCAL CODES
 - *1'-0" OVERHANG FROM FRAME AT 8/12 PITCH BAYES
 - *1'-0" OVERHANG FROM FRAME AT 4/12 PITCH BAYES
 - *1'-0" OVERHANG FROM FRAME AT 8/12, 4/12 & 8/12 PITCH BAYES

SCALE:
1/8" = 1'-0" (FRONT SHEET)
1/8" = 1'-0" (THIS SHEET)

EXHIBIT B

ATTACHMENT 3

COMMON INTEREST ALLOCATION

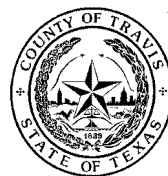
The Common Interest Allocation and percentage of liability for common expenses for each Unit is 1/124.

THE COMMON INTEREST ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL DECREASE IF ADDITIONAL UNITS ARE CREATED AND ADDED TO THE REGIME BY THE DECLARANT.

BUILDING LCE ALLOCATION

The Building LCE Allocation and percentage of liability for common Building expenses for each Attached Unit is 1/9.

THE BUILDING LCE ALLOCATION ASSIGNED TO A PARTICULAR ATTACHED UNIT WILL DECREASE IF ADDITIONAL ATTACHED UNITS ARE CREATED AND ADDED TO THE REGIME BY THE DECLARANT.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

February 03 2017 10:40 AM

FEE: \$ 114.00 **2017020002**

AFTER RECORDING RETURN TO:
JOSHUA D. BERNSTEIN, ESQ.
NORTON ROSE FULBRIGHT US LLP
98 SAN JACINTO BLVD, SUITE 1100
AUSTIN, TEXAS 78701

 NORTON ROSE FULBRIGHT

PARTIAL TERMINATION OF DECLARANT'S RIGHTS

EASTWOOD AT RIVERSIDE

(A Residential Condominium in Travis County, Texas)

Declarant: MSCB RIVERSIDE, LLC, a Texas limited liability company

Cross Reference to that certain Declaration of Condominium Regime for Eastwood at Riverside, recorded as Document No. 2014005106, in the Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Condominium Regime for Eastwood at Riverside, recorded as Document No. 2017020002, in the Official Public Records of Travis County, Texas.

PARTIAL TERMINATION OF DECLARANT'S RIGHTS
EASTWOOD AT RIVERSIDE

This Partial Termination of Declarant's Rights is made by MSCB RIVERSIDE, LLC, a Texas limited liability company ("Declarant"), and is as follows:

RECITALS

A. Eastwood at Riverside is a condominium regime located in Travis County, Texas (the "Regime") established pursuant to that certain Declaration of Condominium Regime for Eastwood at Riverside, recorded as Document No. 2014005106, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Condominium Regime for Eastwood at Riverside, recorded as Document No. 2017020002, in the Official Public Records of Travis County, Texas (collectively, the "Declaration").

B. Declarant now desires to terminate its right to create additional condominium units in the Regime, as set forth hereinbelow.

1. **Termination of Declarant's Right to Create Additional Units.** Pursuant to Section 5.1 of the Declaration and Section A.3.2 of Appendix A to the Declaration, Declarant has the right, during the Development Period, to create up to one hundred fifty (150) total Units within the Regime. Declarant desires to terminate, and hereby terminates, its right to create additional Units in the Regime beyond the one hundred twenty-four (124) Units that have previously been created. The foregoing shall in no event curtail, limit or otherwise affect any of Declarant's other rights under the Declaration, to the extent that such rights remain in effect.

2. **Defined Terms.** All defined terms delineated with initial capital letters in this instrument that are not defined herein shall have the meaning ascribed to them in the Declaration. Other terms have the meanings commonly ascribed to them.

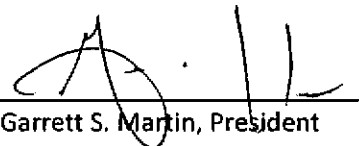
[SIGNATURE PAGE FOLLOWS]

Executed to be effective as of the date this instrument has been recorded in the Official Public Records of Travis County, Texas.

DECLARANT:

MSCB RIVERSIDE, LLC,
a Texas limited liability company

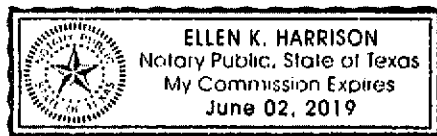
MILESTONE COMMUNITY BUILDERS, LLC,
a Texas limited liability company
its Manager

By: 
Garrett S. Martin, President

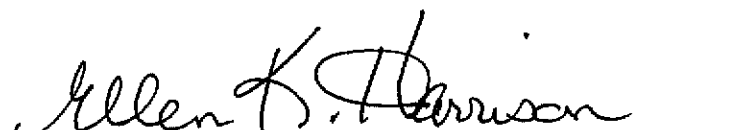
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 22ND day of November, 2017, by Garrett S. Martin, President of Milestone Community Builders, LLC, a Texas limited liability company, Manager of MSCB Riverside, LLC, a Texas limited liability company, on behalf of said limited liability company.



(seal)


Notary Public Signature



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 28 2017 09:38 AM

FEE: \$ 34.00 2017187704

VIOLATION FINES RESOLUTION

THE BOARD OF DIRECTORS OF
THE CONDOMINIUM REGIME EASTWOOD AT RIVERSIDE
CONDOMINIUMS

WHEREAS, THE CONDOMINIUM REGIME EASTWOOD AT RIVERSIDE
CONDOMINIUMS MANUAL authorizes the Board of Directors of The CONDOMINIUM
REGIME EASTWOOD AT RIVERSIDE CONDOMINIUMS, to enforce provisions of any
community rules and to set and impose fines on violation members;

IT IS THEREFORE RESOLVED that the Board hereby establishes the following violations fine
policy regarding repeat violations of the same restriction:

Courtesy Notice/1 st Violation	\$0
2 nd Violation	\$50
3 rd Violation	\$75
4 th Violation	\$100
5 th Violation (and each repeat violation thereafter)	\$150

The above resolution was unanimously adopted on Feb 1, 2018, by the Board of
Directors of The Condominium Regime Eastwood at Riverside Condominiums, as certified by
the Board President of the Association.



Terry Hockens, President

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on February 1, 2018 by Terry Hockens, President of the Board of Directors for Condominium Regime Eastwood at Riverside Condominiums, on behalf of Condominium Regime Eastwood at Riverside Condominiums.



Catherine Parish
Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

February 07 2018 09:21 AM

FEE: \$ 34.00 2018017929

AFTER RECORDING RETURN TO:

JOSHUA D. BERNSTEIN, ESQ.
NORTON ROSE FULBRIGHT US LLP
98 SAN JACINTO BLVD., STE. 1100
AUSTIN, TEXAS 78701-4255

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME FOR
EASTWOOD AT RIVERSIDE**

(A Residential Condominium in Travis County, Texas)

DECLARANT: MSCB RIVERSIDE, LLC, a Texas limited liability company

Cross reference to that certain Declaration of Condominium Regime for Eastwood at Riverside, recorded under Document No. 2014005106, Official Public Records of Travis County, Texas; and that certain First Amendment to Declaration of Condominium Regime for Eastwood at Riverside, recorded under Document No. 2017020002, Official Public Records of Travis County, Texas.

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME

This Second Amendment to Declaration of Condominium Regime for Eastwood at Riverside (this "**Amendment**") is made and executed by **MSCB RIVERSIDE, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

A. Eastwood at Riverside Condominiums, a residential condominium project located in Travis County, Texas (the "**Regime**"), is presently governed by that certain Declaration of Condominium Regime for Eastwood at Riverside, recorded as Document No. 2014005106, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Condominium Regime for Eastwood at Riverside, recorded as Document No. 2017020002, Official Public Records of Travis County, Texas (collectively, the "**Declaration**").

B. Declarant presently holds all right, title and interest as "**Declarant**" pursuant to the Declaration.

C. Pursuant to *Section 5.1* and *Provision A.3.2* of Appendix "A" of the Declaration, Declarant has reserved the right to create up to one hundred fifty (150) Units in the Regime. To add additional Units to the Regime established by the Declaration, Declarant shall record an amendment to the Declaration which: (i) assigns an identifying number to each new Unit; (ii) reallocates the Common Interest Allocation among all Units then existing within the Regime; (iii) describes any Limited Common Elements created or designated to each new Unit; and (iv) with respect to new Units, include the information required by Section 82.055 and Section 82.059(b) of the Texas Uniform Condominium Act.

D. Pursuant to *Provision A.3.10* of Appendix "A" to the Declaration, during the Development Period, Declarant may amend the Declaration, without the consent of any other Owners or any mortgagee, to resolve conflicts, clarify ambiguities, and to correct misstatements, errors or omissions in the Documents.

E. The Development Period is still in effect.

F. In accordance with the foregoing authority, Declarant now desires to amend the Declaration for the purposes set forth herein.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Replacement of Supplement to Attachment 1. The previous Supplement to Attachment 1 is hereby deleted in its entirety and the supplement attached hereto as Exhibit A is substituted in its place (the "**Attached Units Plats and Plans**"). The Attached Units Plats and Plans: (i) assign an identifying number to all Attached Units; (ii) describe the portion of the Limited Common Elements created or assigned to all Attached Units; and (iii) include the information required by Section 82.059 of the Texas Uniform Condominium Act.

2. Purpose of Regular Assessments. *Section 6.4.1.(v)* of the Declaration is hereby deleted in its entirety. All other terms and provisions of this Section remain unchanged.

3. Replacement of Attachment 6. Attachment 6 to the Declaration is hereby deleted in its entirety and the Attachment 6 attached hereto as Exhibit B is substituted in its place.

4. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Except as expressly set forth herein, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

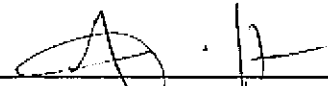
Executed to be effective as of the date this Amendment has been recorded in the Official Public Records of Travis County, Texas.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

MSCB RIVERSIDE, LLC,
a Texas limited liability company

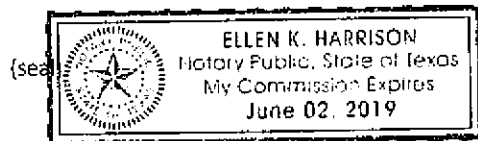
By: Milestone Community Builders, LLC, a Texas
limited liability company, Manager

By: 
Garrett S. Martin, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 24th day of July,
2018, by Garrett S. Martin, President of Milestone Community Builders, LLC, a Texas limited liability
company, Manager of MSCB Riverside, LLC, a Texas limited liability company, on behalf of said limited
liability companies.





Notary Public, State of Texas

EXHIBIT A

ATTACHMENT 1

[CONDOMINIUM PLATS AND PLANS]

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

Printed Name: Joe Ben Early
RPLS or License No. 6016

SEE SHEET 12 FOR ORIGINAL CERTIFICATION

BOUNDARIES OF UNIT

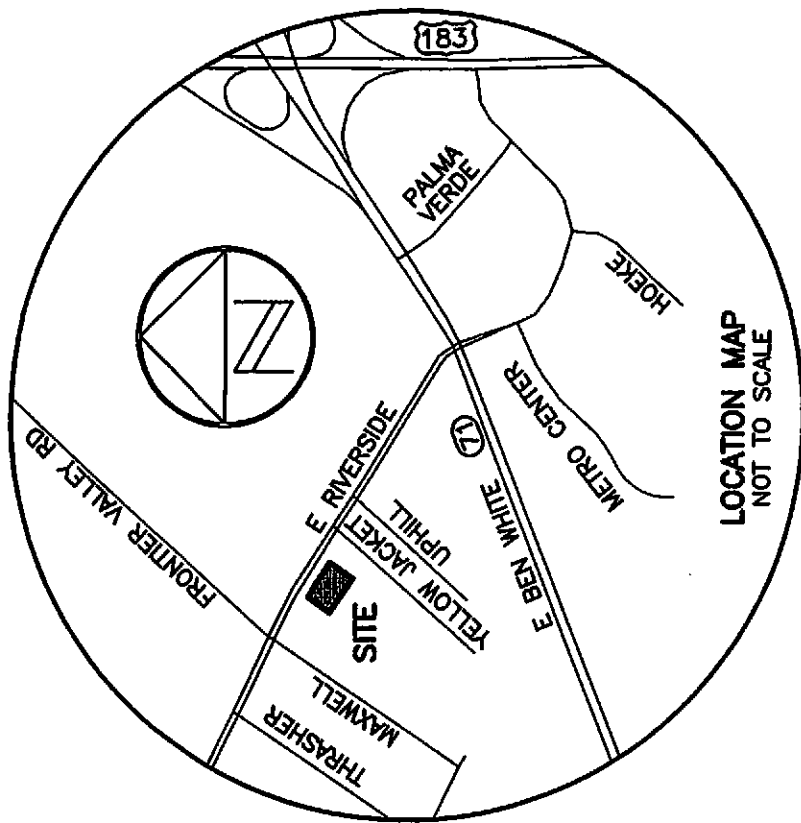
The legal boundaries of each Unit are established by the Declarant and the plats and plans attached hereto. However, each Owner acknowledges that the Unit may be measured and depicted in a manner which differs from the legal boundaries of a Unit. For example, the Unit may be measured or depicted differently for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. No single measurement is definitive for all purposes. Measurements may be of the area under roof, or the air conditioned space, or the area within the Unit's legal boundaries. The Unit's partition wall cavities and/or its perimeter wall cavities may or may not be included. The Unit's garage area, attic area, front porch, and/or balcony space may or may not be included.

RIVERSIDE II CONDOMINIUMS

0.890 ACRES (APPROXIMATELY 38,771 SQ. FT.),
BEING ALL OF LOT 1, BLOCK A, RIVERSIDE II,
A SUBDIVISION OF RECORD IN DOCUMENT NO.
201300231 OF THE OFFICIAL PUBLIC RECORDS
OF TRAVIS COUNTY, TEXAS.

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- E.E. ELECTRIC EASEMENT
- T.E. TELECOMMUNICATIONS EASEMENT
- MBB MUST BE BUILT
- GCE GENERAL COMMON ELEMENT
- LCE LIMITED COMMON ELEMENT
- () RECORD INFORMATION



CURVE TABLE				
NO.	DELTA	RADIUS	ARC	CHORD
C3	2°52'08"	1352.39'	67.72'	67.71'
				BEARING
				S58°46'13"E

DATE OF SURVEY: 9/23/13
PLOT DATE: 5/4/18
DRAWING NO.: 759-005-CONDO--LOT1
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JBE & EBD
SHEET 1 OF 12

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983
(NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS
FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE
POSITIONING USER SERVICE (OPUS).

Chaparral

DRAWING NO.:
759-005-CONDO-LOT1
SHEET 2 OF 12

LOT 1-A
FIRST RESUBDIVISION OF
A..H. NEIGHBORS ADDITION
(47/70)

N34°01'16"E 148.51'

N34°01'16"E
40.40'

0.890 ACRES
APPROX. 38,771
SQ. FT.
LOT 1
BLOCK A
RIVERSIDE II
(201300231)

C3

GCE

MONTAGUE STREET
PRIVATE DRIVE

GCE

GCE

N54°44'20"W 250.24'

LOT 2
BLOCK A
RIVERSIDE II
(201300231)

GCE

N63°32'07"E
56.45'

BASSETT COURT
PRIVATE DRIVE

S56°44'39"E 182.38'

15' E.E. & T.E.
(201300231)

E RIVERSIDE DRIVE
(R.O.W. WIDTH VARIES)
(201300231)

UNIT 7201
UNIT 7203
UNIT 7205
UNIT 7207
UNIT 7209

UNIT 7202
UNIT 7204
UNIT 7206
UNIT 7208

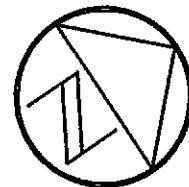
N33°57'08"E
40.29'

S33°57'08"W 159.65'

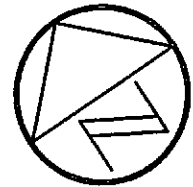
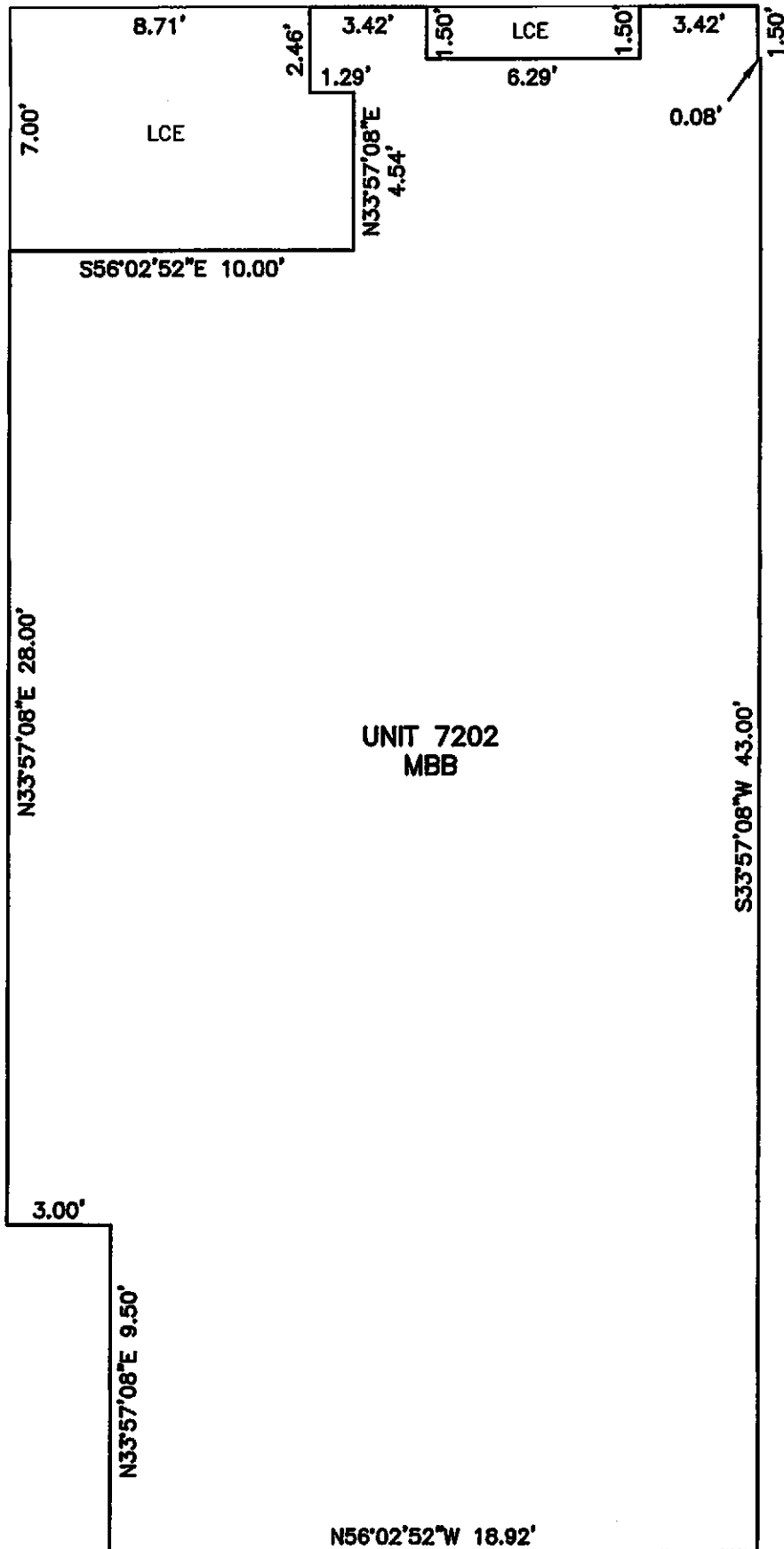
S56°38'12"E 73.34'

BRITANIE OLVERA
0.443 ACRES
(2010053544)

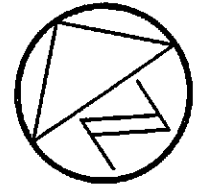
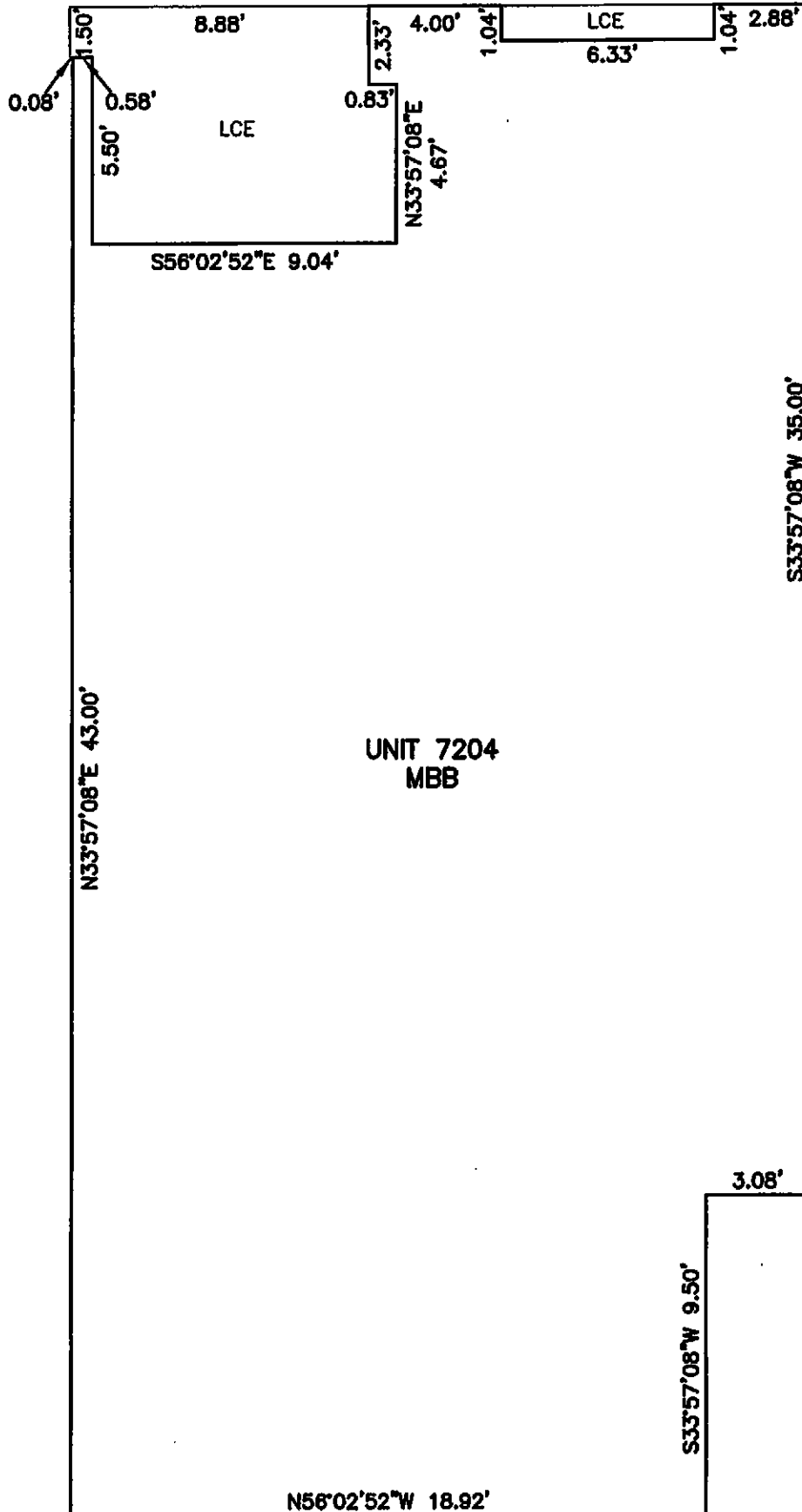
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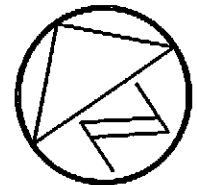
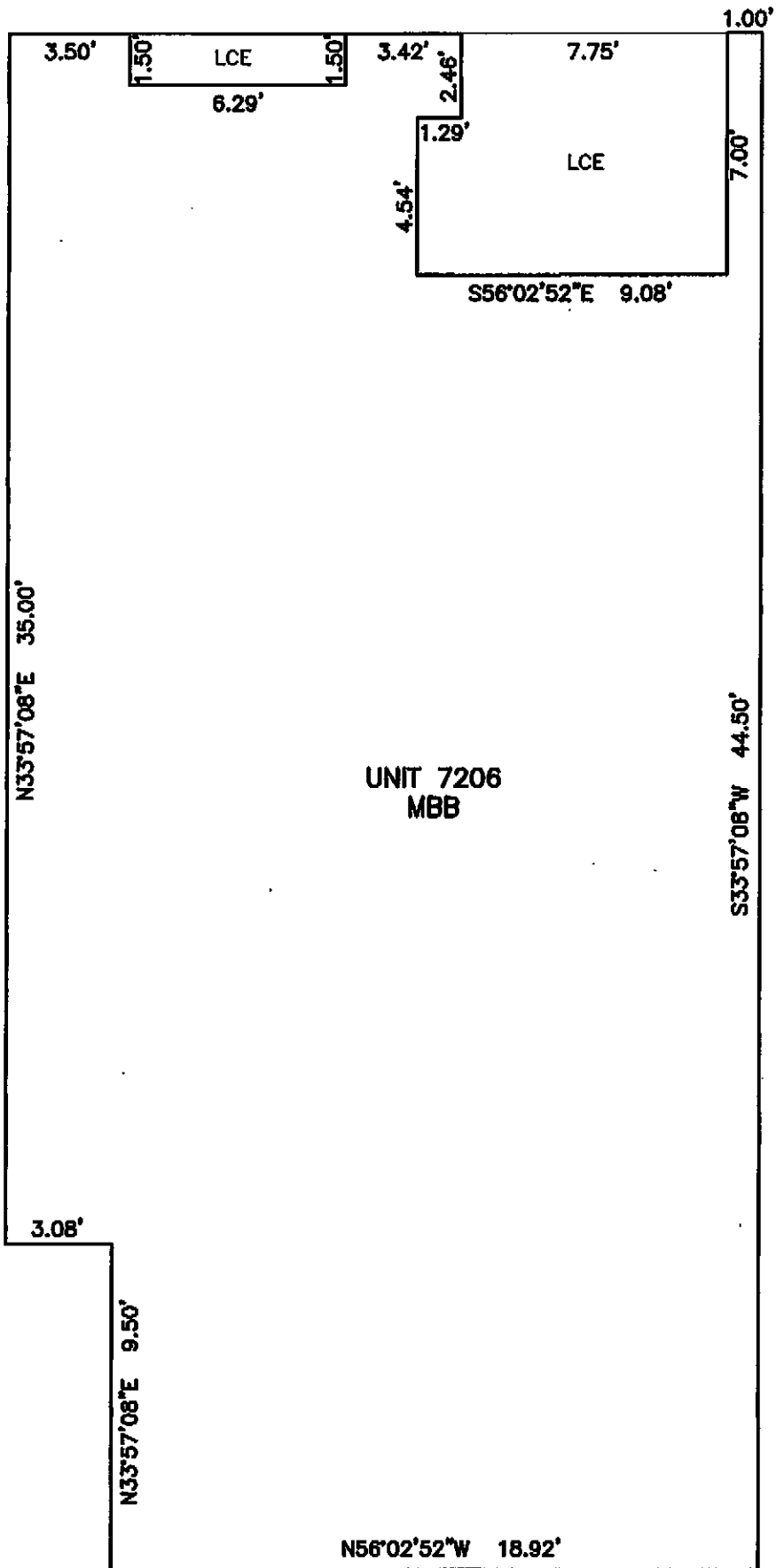
Chaparral



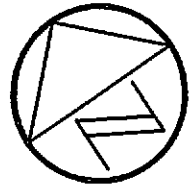
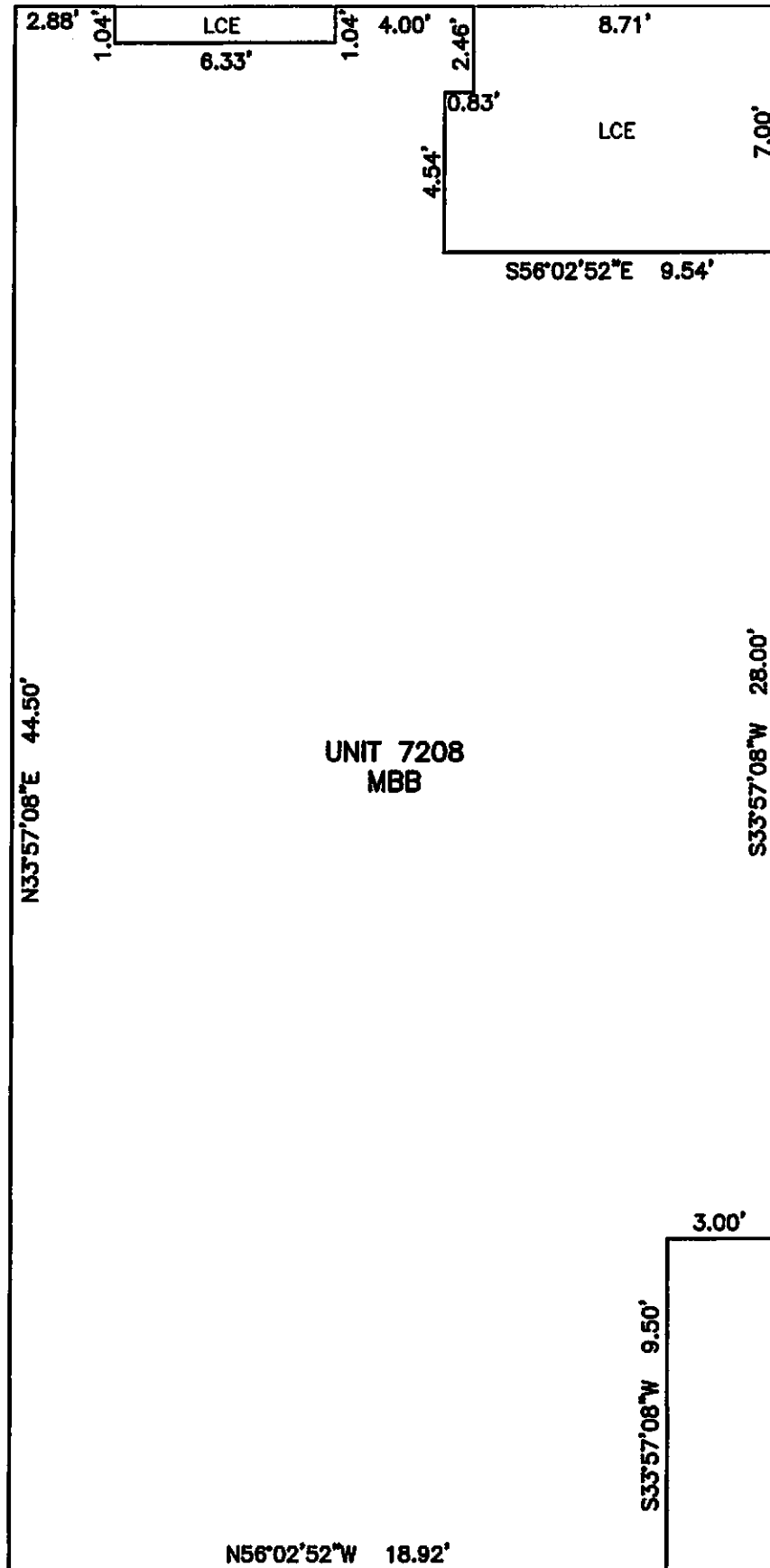
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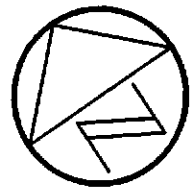
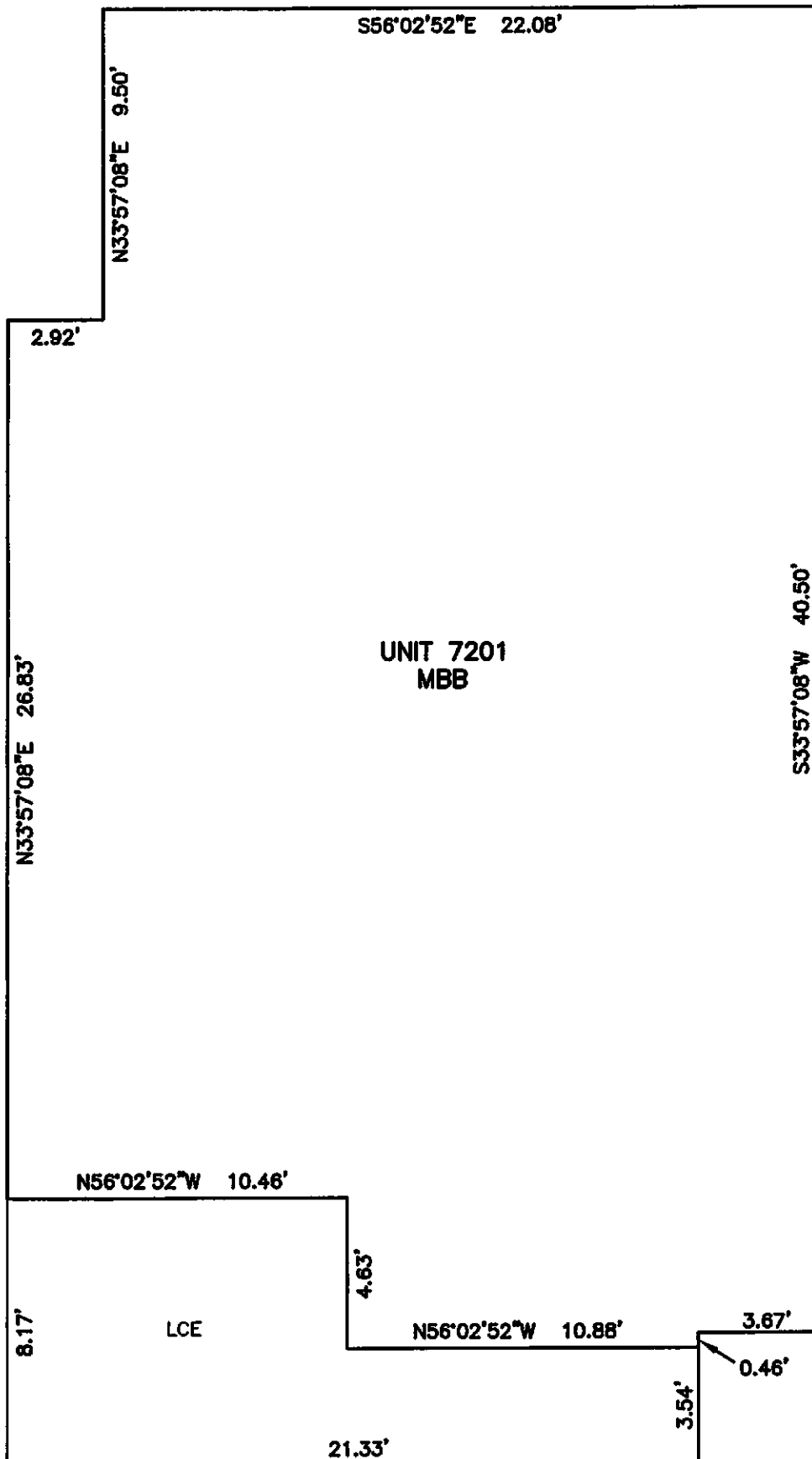
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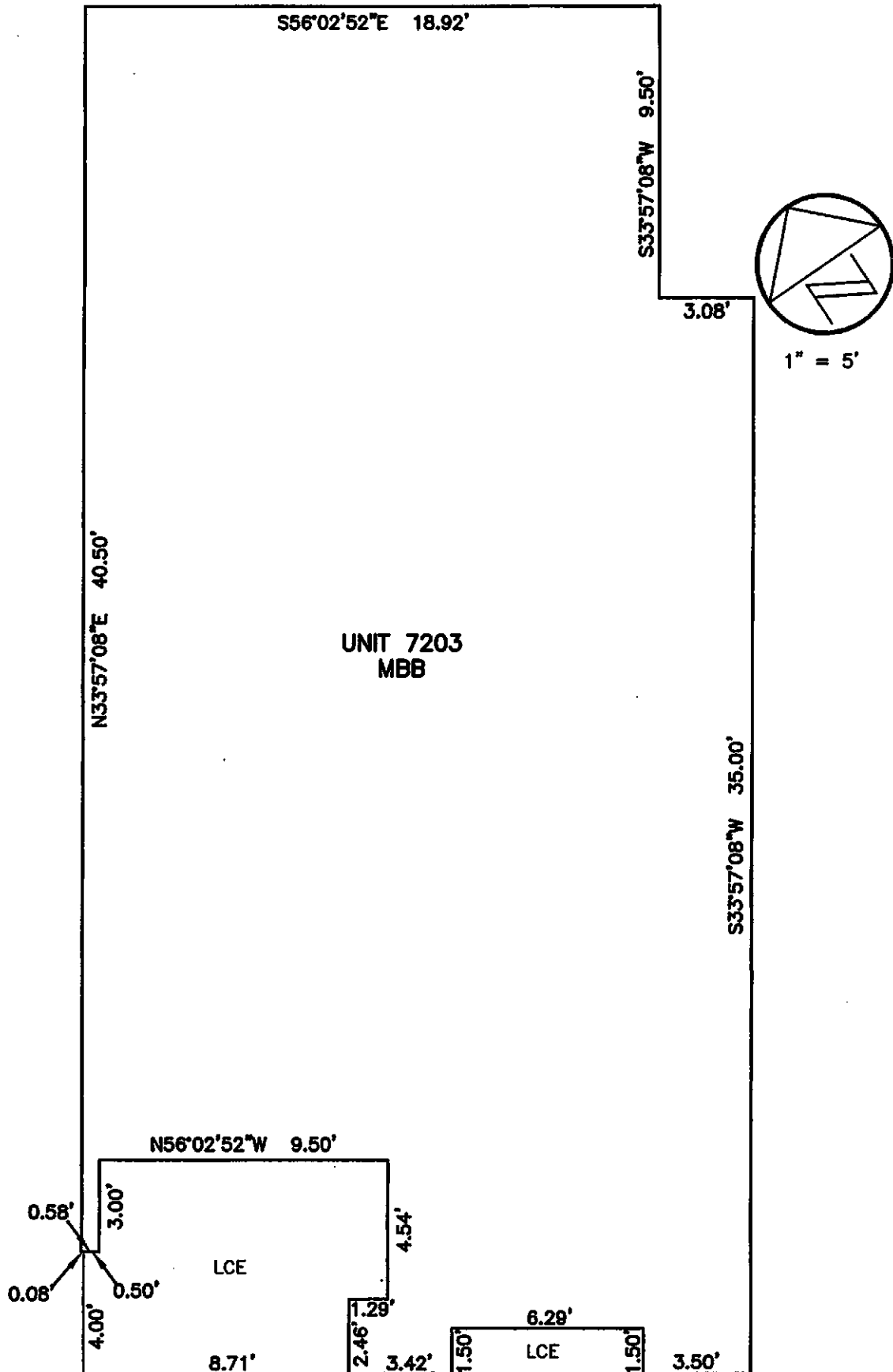
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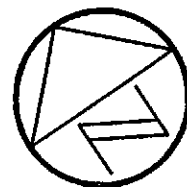
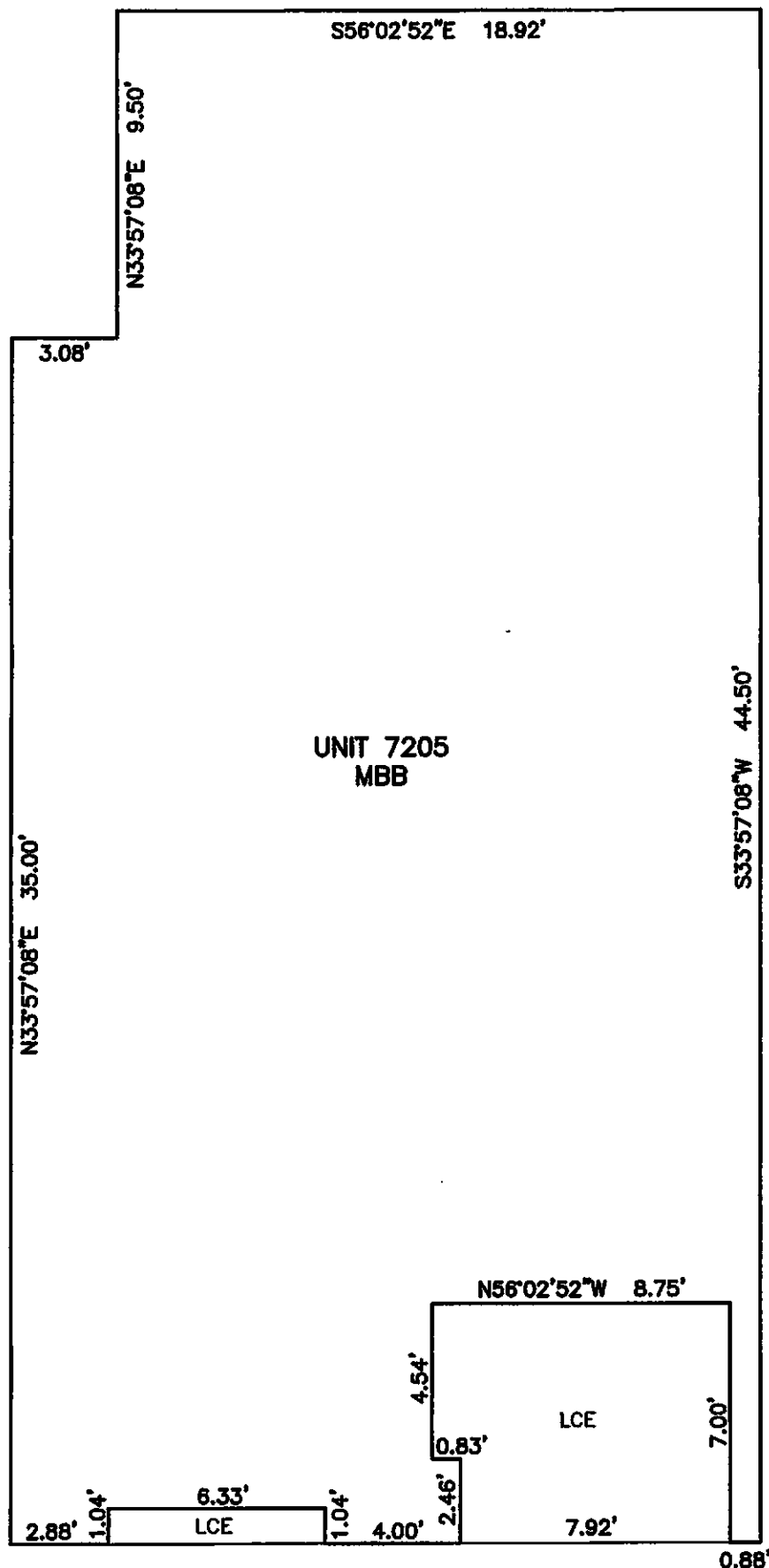


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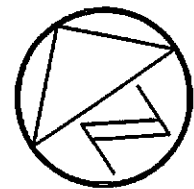
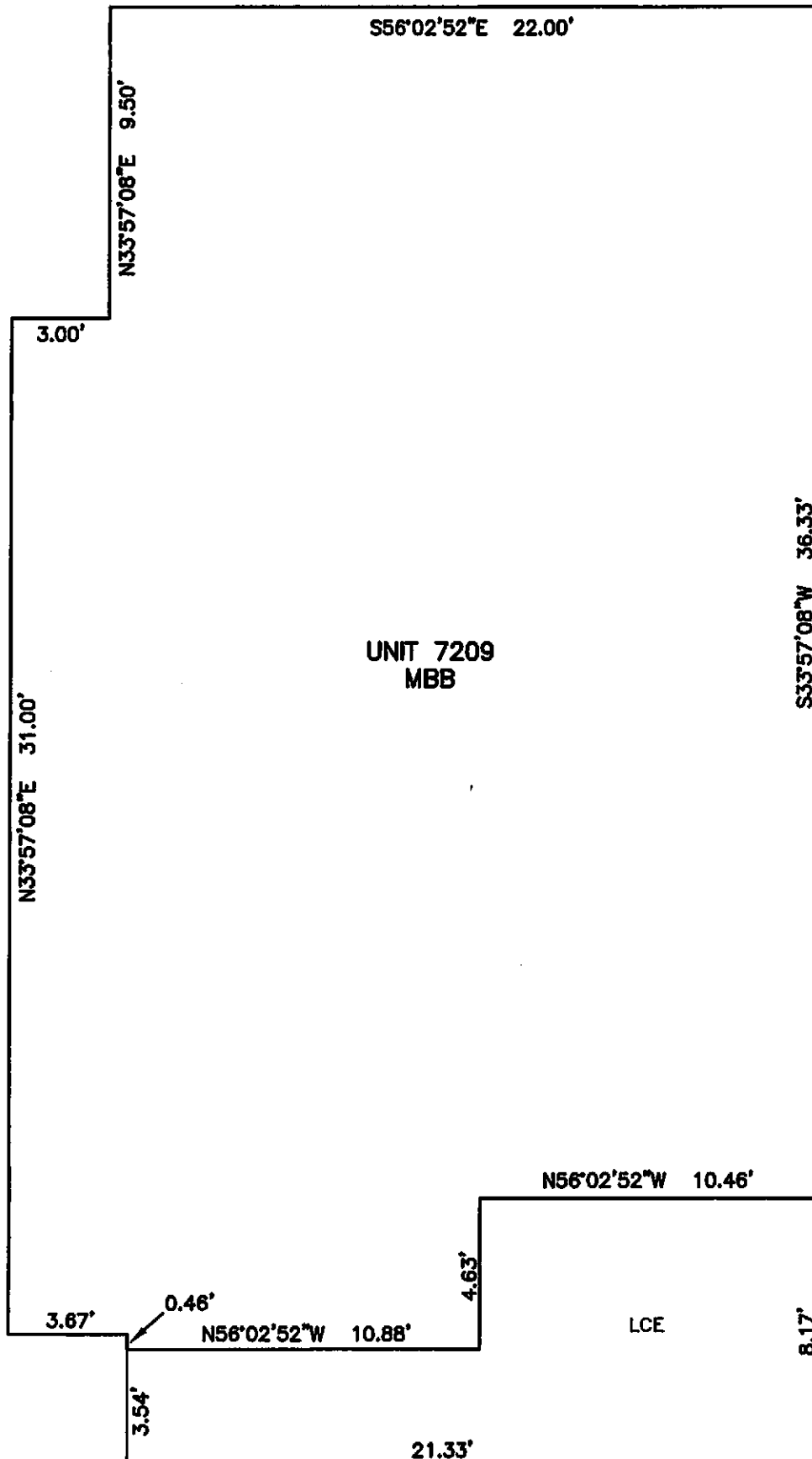


1" = 5'





1" = 5'



1" = 5'

EXHIBIT "A"

RIVERSIDE II CONDOMINIUMS

GENERAL 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 RIVERSIDE II 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.
- 3) EACH UNIT, BUILDING, LIMITED COMMON ELEMENT AND GENERAL COMMON ELEMENT IS SUBJECT TO SPECIAL RIGHTS RESERVED BY THE DECLARANT AS PROVIDED PROVISION A.4. OF APPENDIX "A" TO THE DECLARATION. PURSUANT TO SUCH PROVISIONS, AMONG OTHER THINGS, DECLARANT HAS RESERVED THE RIGHT TO
 - (I) COMPLETE OR MAKE IMPROVEMENTS INDICATED ON THE PLAT AND PLANS, AS PROVIDED IN PROVISION A.4(I) OF APPENDIX "A" TO THE DECLARATION;
 - (II) EXERCISE ANY DEVELOPMENT RIGHT PERMITTED BY THE TEXAS UNIFORM CONDOMINIUM ACT (THE "ACT") AND THE DECLARATION, INCLUDING THE ADDITION OF REAL PROPERTY THE REGIME, WHICH PROPERTY MAY BE ADDED AS UNITS, GENERAL COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS, AS PROVIDED IN SECTION 2.2 OF THE DECLARATION AND PROVISION A.4(II) OF APPENDIX "A" TO THE DECLARATION;
 - (III) MAKE THE PROPERTY PART OF A LARGER CONDOMINIUM OR PLANNED COMMUNITY, AS PROVIDED IN PROVISION A.4(III) OF APPENDIX "A" TO THE DECLARATION;
 - (IV) USE UNITS OWNED OR LEASED BY DECLARANT AS MODELS, STORAGE AREAS, AND OFFICES FOR THE MARKETING, MANAGEMENT, MAINTENANCE, CUSTOMER SERVICE, CONSTRUCTION, AND LEASING OF THE PROPERTY, AS PROVIDED IN PROVISION A.4(IV) OF APPENDIX "A" TO THE DECLARATION; AND
 - (V) APPOINT OR REMOVE ANY DECLARANT-APPOINTED OFFICER OR DIRECTOR OF THE ASSOCIATION DURING THE DECLARANT CONTROL PERIOD (AS DEFINED IN THE DECLARATION) CONSISTENT WITH THE ACT, AS PROVIDED IN PROVISION A.4(VII) OF APPENDIX "A" TO THE DECLARATION. AS PROVIDED IN PROVISION A.4(V) OF APPENDIX "A" TO THE DECLARATION, FOR PURPOSES OF PROMOTING, IDENTIFYING, AND MARKETING THE PROPERTY, DECLARANT RESERVES AN EASEMENT AND RIGHT TO PLACE OR INSTALL SIGNS, BANNERS, FLAGS, DISPLAY LIGHTING, POTTED PLANTS, EXTERIOR DECORATIVE ITEMS, SEASONAL DECORATIONS, TEMPORARY WINDOW TREATMENTS, AND SEASONAL LANDSCAPING ON THE PROPERTY, INCLUDING ITEMS AND LOCATIONS THAT ARE PROHIBITED TO OTHER OWNERS. DECLARANT RESERVES AN EASEMENT AND RIGHT TO MAINTAIN, RELOCATE, REPLACE, OR REMOVE THE SAME FROM TIME TO TIME WITHIN THE PROPERTY. AS PROVIDED IN PROVISION A.4(VI) OF APPENDIX "A" TO THE DECLARATION, DECLARANT HAS AN EASEMENT AND RIGHT OF INGRESS AND EGRESS IN AND THROUGH THE COMMON ELEMENTS (AS DEFINED IN THE DECLARATION) AND UNITS OWNED OR LEASED BY DECLARANT FOR PURPOSES OF CONSTRUCTING, MAINTAINING, MANAGING, AND MARKETING THE PROPERTY, AND FOR DISCHARGING DECLARANT'S OBLIGATIONS UNDER THE ACT AND THE DECLARATION.
- 4) THE CONFIGURATION REPRESENTED IN THE DRAWINGS OF THE BUILDING FOOTPRINTS AND SITE IMPROVEMENTS IS BASED UPON THE CONSTRUCTION DOCUMENTS, AND ARE NOT BASED UPON ACTUAL ON-SITE OBSERVATIONS AND MEASUREMENTS.

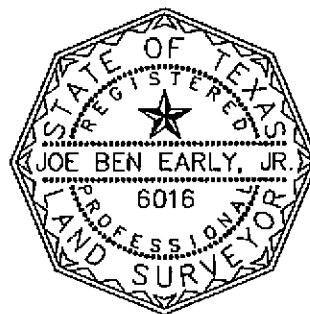
SURVEYOR CERTIFICATION:

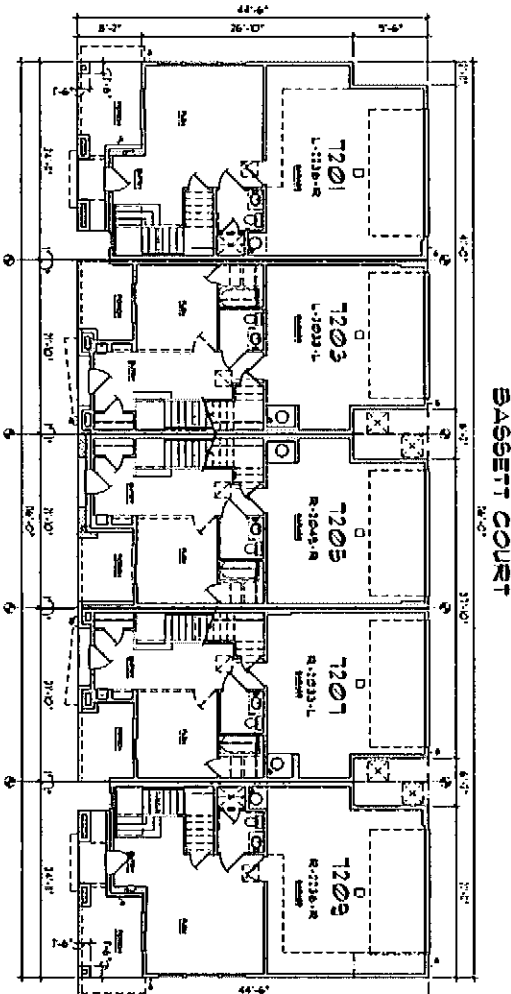
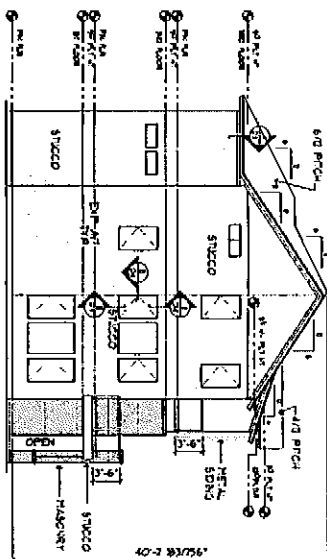
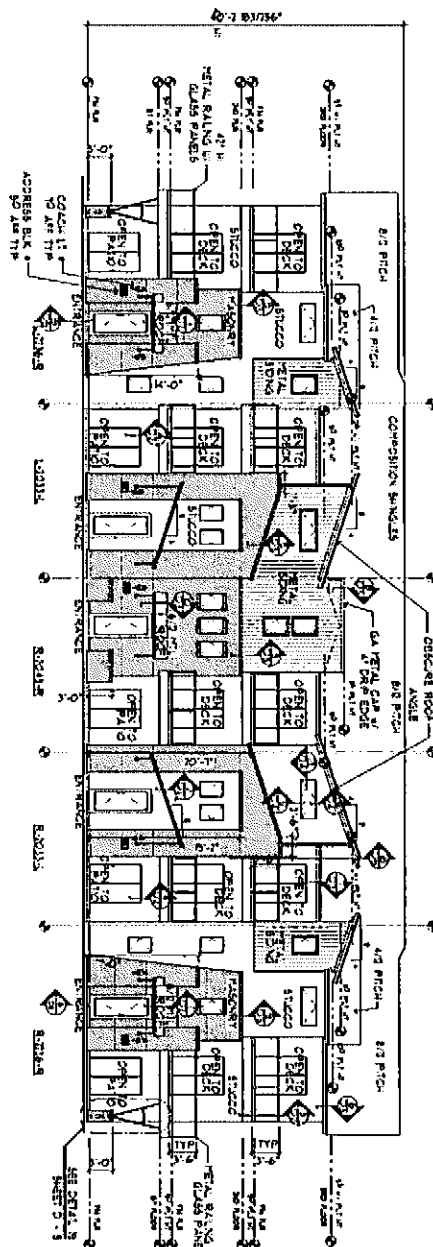
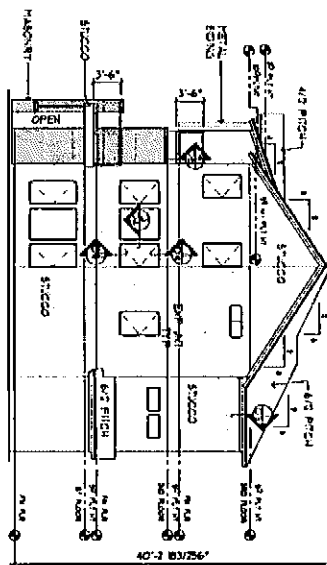
THESE PLAT AND PLANS CONTAIN THE SURVEY RELATED INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE

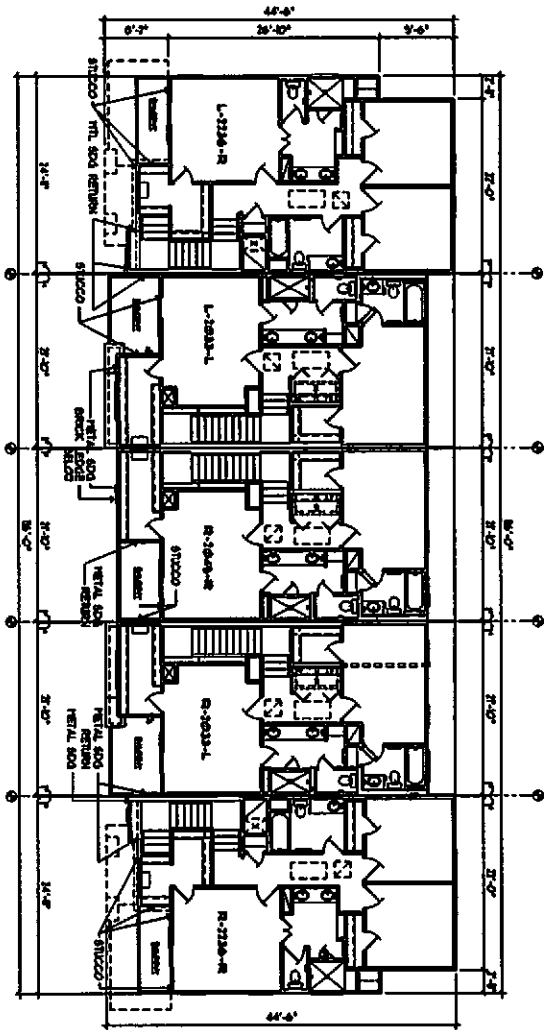


5/4/18

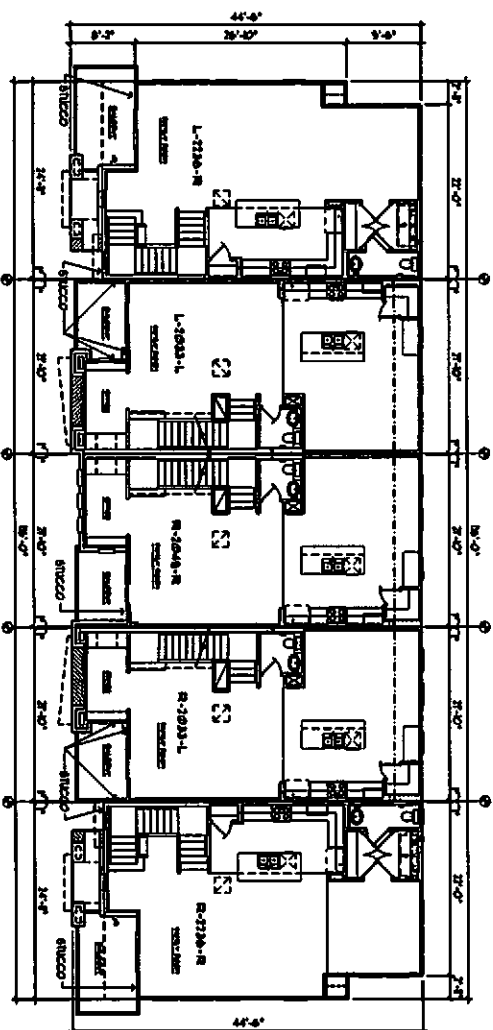
JOE BEN EARLY, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6016
TBPLS FIRM NO. 10124500







THIRD FLOOR - FIVE/PLEX FRONT WALL LAYOUT



SECOND FLOOR - FIVE/PLEX FRONT WALL LAYOUT

SCALE:
1" = 10'-0" (PLAN)
1" = 10'-0" (ELEV.)



MILESTONE
COMMUNITY BUILDERS

Texas Four

Milestone Community Builders

DATE: 10/10/04

BY: [Signature]
CHECKED: [Signature]
DATE: 10/10/04

PROJECT: [Signature]
DATE: 10/10/04

DESIGN: [Signature]
DATE: 10/10/04

CONSTRUCTION: [Signature]
DATE: 10/10/04

OWNER: [Signature]
DATE: 10/10/04

ARCHITECT: [Signature]
DATE: 10/10/04

ENGINEER: [Signature]
DATE: 10/10/04

THE 2ND FLOOR & 3RD FLOOR BUILDING LAYOUT FOR THE FIVE/PLEX

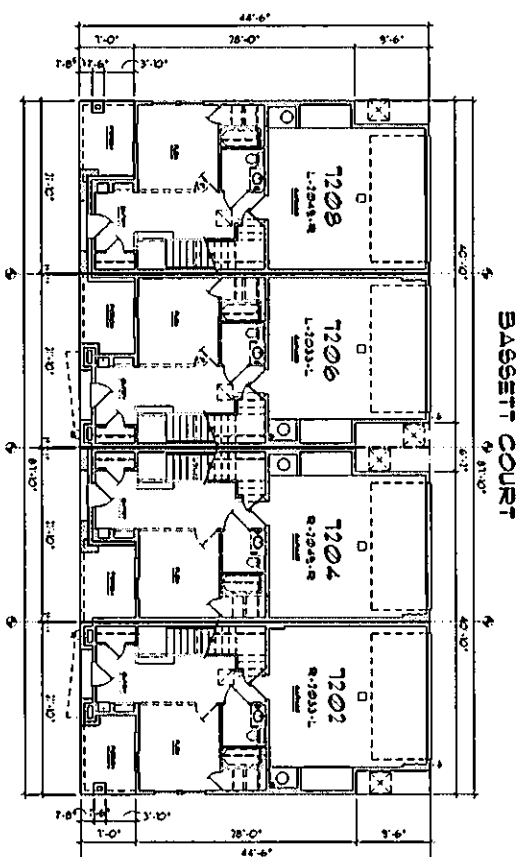
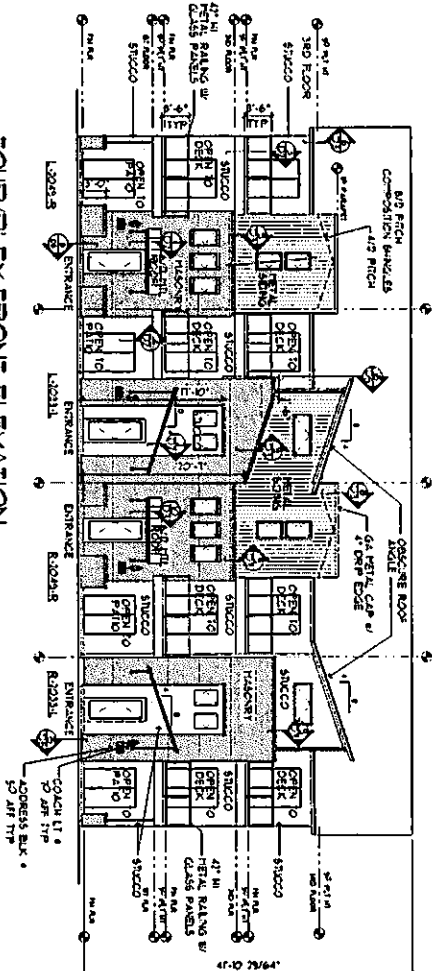
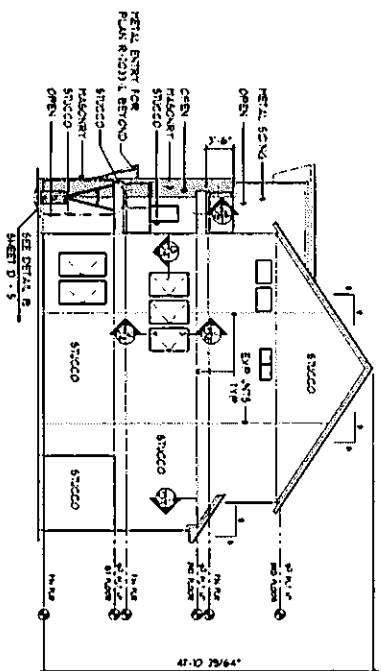
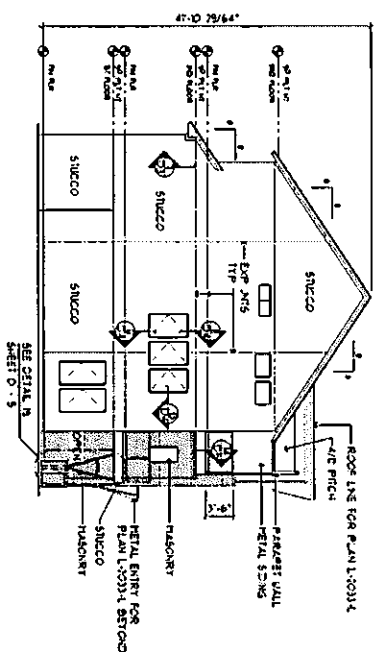
SCALE: 1" = 10'-0" (PLAN)

DATE: 10/10/04

A-36

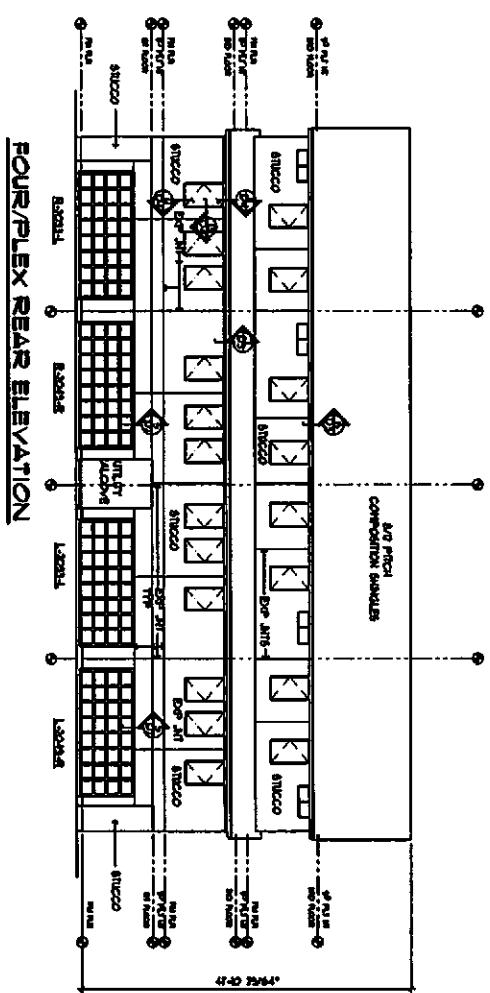
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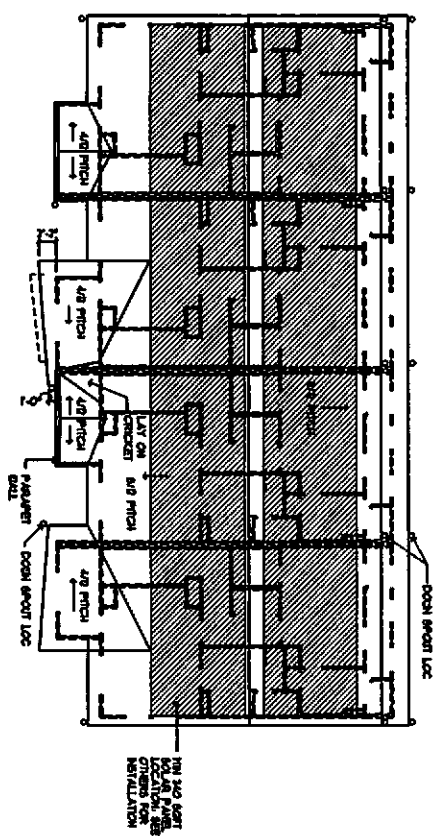


SOURCE:
Vib. F.O. (17334, 54455)
Vib. F.O. (17331, 54457)

DATE RECEIVED		
PERIOD	DATE	AMOUNT
10/10/13	10/10/13	100.00
10/11/13		

[illegible]

FOUR/FLEX READ ELEVATION



FOUR/PLEX ROOF LAYOUT

- FLARE & BACK TO NEXT LOCAL CORES
- 1-4" OVERBAND FROM PLATE AT 4/8 PITCH BAYS
- 7-0" OVERBAND FROM PLATE AT 4/8 & 4/8 PITCH BAYS
- 1-0" OVERBAND FROM PLATE AT 4/8, 4/8 & 4/8 PITCH BAYS

[illegible]

SCALB
WE' P.O. (EQUA' KHEIT)
WE' P.O. (HIT' KHEIT)

EXHIBIT B

ATTACHMENT 6

MAINTENANCE RESPONSIBILITY CHART

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

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Control access gate at street entrance, if any.	All aspects.	None.
Water detention pond, if any.	All aspects.	None.
All Fencing around the perimeter of the community including any screening or retaining walls.	All aspects.	None.
All Unit Fencing (Attached Units and Detached Units).	None.	All aspects.
Interior asphalt streets.	All aspects.	None.
Street lights.	All aspects.	None.
Sidewalks.	All aspects.	None

29728246.6

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Mailboxes & exterior street addresses or Unit numbers.	All aspects if located outside of Unit.	All aspects if located within Unit.
Trash receptacles.	All aspects with respect to those serving the community as a whole.	Bags or individual wheeled cans, if used.
Landscaped areas.	All aspects with respect to General Common Elements. "Landscape Services" to be provided as set forth in Article 9 of the Declaration.	All aspects, other than "Landscape Services" to be provided by the Association as set forth in Article 9 of the Declaration.
DETACHED UNITS:		
Roofs.	None.	All aspects.
Gutters and downspouts.	None.	All aspects.
Roof-mounted attachments.	None.	All aspects.
Building exteriors.	None.	All aspects.
Building foundations, patio slabs and A/C slabs.	None.	All aspects.
Driveways serving individual Units.	None.	All aspects.
Exterior light fixtures on Buildings.	None.	All aspects.
Garages.	None.	All aspects.

29728246.6

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Fireplaces & chimneys.	None.	All aspects.
Skylights, if any.	None.	All aspects.
Attics.	None.	All aspects.
Insulation & weatherstripping.	None.	All aspects.
Building interior, including Improvements, fixtures, partition walls and floors within Unit.	None.	All aspects.
Sheetrock in Building (walls and ceilings) & treatments on walls.	None.	All aspects.
Exterior doors of Units.	None.	All aspects.
Windows of Units.	None.	All aspects.
Underground water, wastewater, electrical lines & systems.	All aspects.	None.
Interior water, wastewater, electrical lines & systems serving a Unit exclusively.	None	All aspects.
Heating and cooling systems & water heaters.	None.	All aspects.
Intrusion alarms smoke/heat detectors, monitoring equipment.	None.	All aspects.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Cable for television or internet.	Standards for location and appearance of exterior cable and/or conduit.	All other aspects.
Television antennas & satellite dishes.	Standards for location and appearance of exterior cable and/or conduit.	All other aspects.
ATTACHED UNITS:		
Roofs (Building LCE).	All aspects	None.
Gutters and downspouts (Building LCE), if any.	All aspects.	None.
Exterior vertical walls of Buildings, other exterior features of Buildings not specifically listed in chart (Building LCE)	All aspects.	None.
Building foundations, patio slabs, and A/C slabs (Building LCE).	All aspects.	None.
Exterior light fixtures on Buildings.	All aspects of fixtures which do not serve an Owner's Unit exclusively; such fixtures to be considered Building LCE.	All aspects of fixtures which serve an Owner's Unit exclusively.
Garages.	Roofs and exterior vertical walls, as described above (Building LCE).	All other aspects, except those noted for Association.
Fireplaces & chimneys.	None	All aspects.

29728246.6

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Skylights, if any.	None.	All aspects.
Attics.	None	All aspects.
Insulation & weatherstripping.	None.	All aspects
Walls and floors within Unit.	None.	All aspects.
Sheetrock in Unit (walls and ceilings) & treatments on walls.	None.	All aspects.
Exterior doors of Units.	None.	All aspects.
Windows of Units.	Exterior caulking in connection with periodic exterior painting or staining.	All other aspects, except those noted for Association, including window frames, screens, locks, glass panes, glazing, and caulking.
Heating and cooling systems & water heaters.	None.	All aspects.
Intrusion alarms smoke/heat detectors, monitoring equipment.	None.	All aspects.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

July 27 2018 04:17 PM

FEE: \$ 138.00 **2018118911**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Sep 14, 2021 11:58 AM Fee: \$42.00

2021205153

Electronically Recorded

STATE OF TEXAS §

COUNTY OF TRAVIS §

NOTICE OF DEDICATORY INSTRUMENTS
OF
EASTWOOD AT RIVERSIDE CONDOMINIUM COMMUNITY, INC.

Document reference. Reference is hereby made to that certain Declaration of Condominium Regime for Eastwood at Riverside, recorded as Document No. 2014005106 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is hereby made to rules previously adopted by the Association, filed of record as Document No. 2014005107 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Rules**").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of Eastwood at Riverside Condominium Community, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Texas Property Code Ch. 82; and

WHEREAS the Board has voted to adopt the rules set forth in Exhibit "A" to supplement the previously-recorded Rules. To the extent of any conflict with previously-recorded rules, the rules on Exhibit "A" control.

THEREFORE the attached amendment to the Rules has been, and by these presents is, adopted and approved.

Eastwood at Riverside Condominium Community, Inc.

Acting by and through its Board of Directors

SIGNATURE: *R Salinas*
NAME: Ruben Salinas
TITLE: Community Manager

Exhibit "A": Rules

Acknowledgement

STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on the 1st day of September, 2021, by Ruben Salinas in the capacity stated above.

Ann Repka
Notary Public, State of Texas

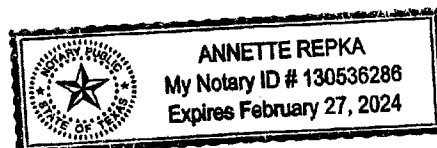


EXHIBIT "A"

RULES OF
EASTWOOD AT RIVERSIDE CONDOMINIUM COMMUNITY, INC.

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M.	<u>Record Production</u>
N.	<u>Record Retention</u>
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M. RECORD PRODUCTION

- M-1. **Request for Records.** The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
- sufficient detail to describe the books and records requested, and
 - an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
- M-2. **Timeline for Record Production.**
- If inspection requested.** If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually agreed on time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
 - If copies requested.** If copies are requested, the Association will produce the copies within 10 business days of the request.
 - Extension of timeline.** If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
- M-3. **Format.** The Association may produce documents in hard copy, electronic, or other format of its choosing.
- M-4. **Charges.** Per state law, the Association may charge for time spent compiling and producing all records and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of January 2021, a summary of the maximum permitted charges for common items are:
- Paper copies - 10¢ per page
 - CD - \$1 per disc
 - DVD - \$3 per disc
 - Labor charge for requests of more than 50 pages - \$15 per hour
 - Overhead charge for requests of more than 50 pages - 20% of the labor charge
 - Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it
- M-5. **Private Information Exempted from Production.** Per state law, the Association has no obligation to provide information of the following types:

- a. Owner violation history
- b. Owner personal financial information
- c. Owner contact information including the owner's address
- d. Information relating to an Association employee, including personnel files

M-6. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

N. RECORD RETENTION

N-1. Record Retention. The Association will keep the following records for at least the following time periods:

- a. Contracts with terms of at least one year; 4 years after expiration of contract
- b. Account records of current Owners; 5 years
- c. Minutes of Owner meetings and Board meetings; 7 years
- d. Tax returns and audits; 7 years
- e. Financial books and records (other than account records of current Owners); 7 years
- f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently

N-2. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

O. RELIGIOUS DISPLAYS

O-1. General. The following rule outlines the restrictions applicable to religious displays in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief¹.

O-2. Prohibited Items. No religious item(s) displayed may:

- a. threaten the public health or safety;
- b. violate a law²;
- c. contain language, graphics, or any display that is patently offensive to a passerby;
- d. be installed on property owned or maintained by the association (including common elements);
- e. be installed on property owned in common by two or more members of the association;
- f. be located in violation of any applicable building line, right of way, setback, or easement; or
- g. be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

O-3. Parameters. Displays may not be located outside of the Unit (no displays are allowed in the common elements) with the exception of one display on any exterior door or door frame of the home that is 25 square inches or smaller. For example, and without limitation, no prior permission is required from the association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the home's front door or door frame. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee), the approval must be received from the board. The board may in its discretion allow seasonal holiday decorations (such as door decorations).

O-4. Other displays. Non-religious displays are governed by other applicable governing document provisions.

P. COLLECTION PROTOCOL

¹ Religion relates to faithful devotion to a god or gods or the supernatural. Religious displays are different than signs or other figures related to a cause. For example "Save the Whales" or other movements/causes are not considered religious displays.

² Other than a law prohibiting the display of religious speech. Please note that the First Amendment to the U.S. Constitution is not applicable to private organizations like clubs or community associations; the First Amendment protects certain speech from *governmental* restraints.

The Board of the Association is charged with overseeing the administration of the Association, including but not limited to the collection of assessments and other charges from the members. Late fees and collection costs may be charged for unpaid amounts. The Association has engaged the services of a professional association management company (including all agents of management company, "Manager") to perform day-to-day administrative tasks on behalf of the Association and may or has engaged a law firm ("Firm") to provide collection services through a licensed attorney. The timely collection of assessments is critical to ensuring that the Association can remain fully-funded and capable of fulfilling its duties to the members, and as such the Board desires that delinquent assessments be collected with a minimum of delay and expense.

The Board hereby authorizes Manager and any successor management companies/management company agents retained by the Association with the authority to communicate with any Firm engaged by the Association with regard to collection activity, and the Board hereby authorizes, once the account is turned over to the Firm, for all successive collection steps to be carried out by the Firm on behalf of the Association should amounts remain unpaid, without further vote or action of the Board. This authority includes without limitation all statutorily-required notices, all title searches, and other steps consistent with Firm's standard collection protocol³. This authority notwithstanding, Manager, and any successor management company, shall communicate with the Board and/or certain designated officers on a regular basis with regard to collection actions, and the Board reserves the right to establish policies with regard to collection efforts generally and to make decisions about particular collection actions on a case-by-case basis if and when it deems appropriate. The Board may terminate collection action on any owner account at any time.

Q. POOL ENCLOSURE FENCING

All alteration and improvements to the common elements including limited common elements require prior approval of the association. This rule should not be construed to imply that any owner may construct a pool; it is a rule adopted due to legislation passed in 2021 in Texas related to condominiums.

- Q-1. "Pool enclosure" means a fence that:
 - a. surrounds an existing approved water feature including a swimming pool or spa;
 - b. consists of transparent mesh or clear panels set in metal frames;
 - c. is not more than 6' tall at any point; and
 - d. is designed not to be climbable.
- Q-2. Subject to this rule, owners may install a pool enclosure around a water feature located solely on property wholly owned by the owner.
- Q-3. All pool enclosures must be black in color absent express approval of alternate color(s) by the architectural reviewing body of the association. The architectural reviewing body may approve an alternate color but has no duty to do so.
- Q-4. All pool enclosures must consist of transparent mesh set in metal frames absent express approval of an alternate construction design by the architectural reviewing body. The architectural reviewing body of the association may approve an alternate construction design but has no duty to do so.
- Q-5. All pool enclosures must be maintained in a neat and attractive condition.
- Q-6. All plans for any pool enclosure must first be submitted to the architectural reviewing body for approval and approved by the architectural reviewing body prior to construction. All architectural requirements of the dedicatory instruments shall also apply, except to the extent expressly in conflict with this rule.

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³ This includes without limitation account set up, 30-day demand letter, response to Fair Debt Collection Act dispute letter, lien filing, lien release, payment plan administration, title reports, notice of intent to foreclose (notice of default statutory lien), foreclosure petition filing, and foreclosure sale.

After recording, please return to:

Niemann & Heyer, L.L.P.

Attorneys At Law

Westgate Building, Suite 313

1122 Colorado Street

Austin, Texas 78701



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Aug 01, 2023 12:13 PM Fee: \$34.00

2023086947

Electronically Recorded

STATE OF TEXAS
COUNTY OF TRAVIS

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PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE
for
EASTWOOD AT RIVERSIDE CONDOMINIUM COMMUNITY, INC.

The undersigned Association gives notice in accordance with Texas Property Code Chapter 82.

1. Legal name of owners association: EASTWOOD AT RIVERSIDE CONDOMINIUM COMMUNITY, INC.
2. Name of project or subdivision: Eastwood at Riverside
3. Recording data for subdivision: Lots 1-A and 2-A of the First Resubdivision of A.H. Neighbors Addition, a subdivision of record in Vol 47, Pg. 70 in the Plat Records of Travis County, Texas, and all of Lots 1 and 2, Bolck A, Riverside II, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201300231 in the Official Public Records of Travis County, Texas and any amendments and supplements thereto as further described in the documents referenced in paragraph 4.
4. Recording data for the declaration and any/all amendments: Document Nos. 2014005107, 2016135642, 2017020002, and 2018118911, Official Public Records of Travis County, Texas

5. Contact information for association's managing agent:

Name: PS Property Management
Mailing address: 1490 Rusk Road Unit 301, Round Rock TX 78665
Phone number: 512-251-6122
Email address: info@psprop.net

6. Association website: <https://owner.psprop.net/>

7. Amount and description of all fees or charges by the association relating to a property transfer:

Resale certificate	\$495
Update to resale certificate	\$75
New account setup fee	\$190
Reserve Fee	Two months of Assessments
Working Capital	One months of Assessments

Please plan ahead when ordering a resale certificate or update, by law the association has **10 days** to provide the information once the request is received. The resale certificate is a detailed document containing significant amounts of information including lot-specific information and takes time to compile. The association has no duty to offer "rush" service. Should the association elected offer "rush" or other expedited resale certificate processing, a fee for performing the service in an accelerated timeframe may be charged. If the service is provided the fee will be
\$125 for 1-day rush; \$75 for 5-day rush

Please note: additional charges may apply for lender questionnaires related to prospective sales, over and above a request for a standard resale certificate. The association has no duty to answer lender questionnaires, but should it choose to do so the fees are as follows:

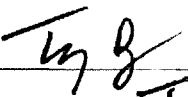
- **Premium Lender Questionnaire Bundle**
 - Includes: Articles of Incorporation, Balance Sheet, Budget, Bylaws, Certificate of Insurance, Policies and Procedures, Declaration/CC&Rs, Rules and Regulation.
 - Additional documents available: Reserve Report \$30
 - Standard: \$227 (optional Custom Questionnaire + \$75)

- Rush: \$267 (optional Custom Questionnaire + \$115)
- Expedited: \$292 (optional Custom Questionnaire + \$140)
- **Limited Lender Questionnaire Bundle**
 - Includes: Budget, Certificate of Insurance.
 - Additional documents available: Articles of Incorporation \$15, Balance Sheet \$10, Bylaws \$20, Policies and Procedures \$10, Declaration/CC&Rs \$30, Reserve Report \$30, Rules and Regulations \$25
 - Standard: \$177 (optional Custom Questionnaire + \$75)
 - Rush: \$217 (optional Custom Questionnaire + \$115)
 - Expedited: \$242 (optional Custom Questionnaire + \$140)

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the property and common areas, prior to purchase. The purpose of this certificate is to provide information sufficient for a title company to correctly identify the community and to contact its governing association. This certificate does not purport to identify every publicly recorded document affecting the property, or to report every piece of information pertinent to the property. No person should rely on this certificate for anything other than instructions for contacting the association in connection with the transfer of title to a home in the subdivision. The registered agent for the association is on file with the Texas Secretary of State.

This certificate is filed of record in the county where the above-described project is located. It will be valid until a management certificate is filed of record or until a termination of this management certificate is filed of record, whichever is sooner.

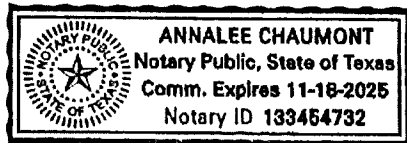
EASTWOOD AT RIVERSIDE CONDOMINIUM COMMUNITY, INC.

By 
 Printed name Teejay Pope
 Title: Officer OR Managing agent (circle one)
 Date 7/26/23

STATE OF TEXAS
COUNTY OF TRAVIS

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This instrument was acknowledged before me on July 26, 2023 by Teejay Pope in the above stated capacity.



Notary signature [Signature]

Notary Public for the State of Texas

Printed name of notary AnnaLee Chaumont

My commission expires 11/18/25

After recording, please return to:

Niemann & Heyer LLP
1122 Colorado, Suite 313
Austin, TX 78701

/Volumes/File Server/CLIENTS/Eastwood at Riverside/Management Certificate
2023/MgmtCertsEastwoodatRiversideCondominiumCommunity,Inc.2023.docx

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Sep 29, 2023 10:33 AM Fee: \$38.00

2023111937

Electronically Recorded

STATE OF TEXAS

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COUNTY OF TRAVIS

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AMENDMENT TO RULES AND REGULATIONS
OF
EASTWOOD AT RIVERSIDE CONDOMINIUM COMMUNITY, INC.

(Standard Fine Schedule; Maintenance Responsibility Chart)

Document reference. Reference is hereby made to that certain Declaration of Condominium Regime for Eastwood at Riverside, recorded as Document No. 2014005106, as amended in Document No. 2017020002 and 2018118911, all the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is hereby made to rules attached as Sections II-IV of that certain Eastwood at Riverside Community Manual, filed as Document No. 2014005107, the Violation Fines Resolution filed as Document No. 2018017929, and to the Notice of Dedicatory Instruments of Eastwood at Riverside Condominium Community, Inc., filed as Document No. 202105153, all in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "**Rules**").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of the Eastwood at Riverside Condominium Community, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Section 82.102(a) of the Texas Uniform Condominium Act and Section 11.3 of the Declaration; and

WHEREAS the Board has voted to repeal the Violation Fines Resolution adopted in 2018 and replace it with the Standard Fine Schedule attached as Exhibit "A"; and

WHEREAS to clarify responsibility with respect to fence maintenance and repair, the Board has voted to adopt the Supplement to Maintenance Responsibility Chart (the Maintenance Responsibility Chart is Attachment 6 to the Declaration), said Supplement being attached hereto as Exhibit "B"

THEREFORE Exhibits "A" and "B" have been, and by these presents are, ADOPTED and APPROVED.

Except as modified herein, all Rules (including the Fine Policy that is Part IV of the Community Manual that was recorded in 2014) remain in full force and effect.

Exhibit "A": Standard Fine Schedule

Exhibit "B": Supplement to Maintenance Responsibility Chart

EASTWOOD AT RIVERSIDE CONDOMINIUM COMMUNITY, INC.

Acting by and through its Board of Directors

By: Niemann & Heyer LLP, attorneys and authorized agents, filing
on behalf of the Association in accordance with Chapter 202, Texas Property Code

By:

Patrice Arnold

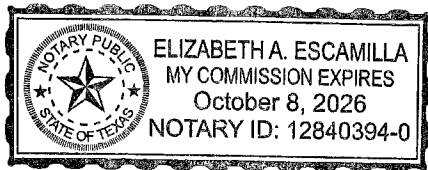
Patrice Arnold

Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 28 day of September 2023, by Patrice Arnold
in the capacity stated above.



Elizabeth A. Escamilla
Notary Public, State of Texas

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

EXHIBIT "A"**STANDARD FINE SCHEDULE**

Below is the Standard Fine Schedule for deed restriction violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below).*

Curable Violations:

Courtesy Notice/1 st Violation	\$0
2 nd Violation	\$50
3 rd Violation	\$150
4 th Violation	\$250
5 th Violation (and each repeat violation thereafter)	\$500

Non-curable Violations¹:

Courtesy Notice/1 st Violations	\$0
2 nd Violation	\$500
3 rd Violation (and each repeat violation thereafter)	\$2000

Leasing Violations:

Courtesy Notice/1 st Violation	\$0
Subsequent Violations	\$500/day (or nightly / prorated nightly advertised rate)

The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices and levy fines according to the Standard Fine Schedule in accordance with the Association's Fine Policy. Such parties may act without any explicit direction from the Board and without further vote or action of the Board. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis if and when it deems appropriate.

¹ Non-curable violations are violations that have occurred but are not continuous actions or conditions that can be remedied by affirmative actions (e.g. noise violations, fire safety violations, and garage sales). Per Section 82.102(d)(3) of the Texas Property Code, Owners may "cure" such violations and avoid fines by not repeating the violations for 12 months after receiving an initial violation notice.

EXHIBIT "B"**SUPPLEMENT TO MAINTENANCE RESPONSIBILITY CHART**

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Fencing that serves a single unit, Whether attached or detached	None	All aspects
Fencing that serves multiple units, Whether attached or detached, but is not perimeter fencing	None	All aspects, shared by benefitted owners