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DECLARATION

FOR

COURTLANDT PLACE

CONDOMINIUM JAN 27 7 52 AM 1369 * 152.50

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

THAT, WHEREAS, O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY, ("Declarant") is the owner in fee simple of that certain tract or parcel of land (the "Land") containing 6.006 acres, more or less, out of the James P. Wallace Survey No. 57 and a portion of the John Applegate Survey No. 58, Travis County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, Declarant desires to establish on the Land a condominium project under the provisions of the Condominium Act of the State of Texas, Tex. Rev. Civ. Stat. Ann. art. 130la (the "Act"); and

WHEREAS, there are located on the Land certain building improvements which are more fully described and depicted in Exhibit "B" attached hereto and made a part hereof for all purposes; and

WHEREAS, Declarant by executing this DECLARATION FOR COURTLANDT PLACE CONDOMINIUM (the "Declaration") and causing same together with Exhibits "A" through "D" attached hereto to be recorded in the office of the County Clerk of Travis County, Texas, does hereby submit the Land and the "Buildings" (as such term is defined in Section 1.1(D) hereof) to a condominium regime pursuant to the Act, and does hereby

CONDOMINIUM RECORDS
TRAVIS COUNTY TEXAS

establish by this Declaration a plan for the separate ownership in fee simple of real property estates consisting of the area or space contained in each "Unit" (as such term is defined in Section 1.1(S) hereof) and the ownership by the "Co-Owner" (as such term is defined in Section 1.1(J) hereof) of each Unit as co-tenant of all of the remaining property herein made subject to the Act;

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the Land, shall be binding upon and shall constitute a burden and a benefit to Declarant, its successors and assigns and any person owning, leasing or otherwise acquiring an interest in the Land and Buildings and their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE 1

DEFINITIONS

1.1 DEFINITIONS: Unless the context shall expressly provide otherwise:

(A) "Administrator" means the person, firm or organization, if any, appointed or employed at any time or from time to time by the "Board" (as such term is defined in Section 1.1(C) hereof) to administer and manage the routine affairs of the "Project" (as such term is defined in Section 1.1(Q) hereof) in the manner provided for in the By-Laws attached hereto as Exhibit "C" and made a part hereof for all purposes.

(B) "Assessment" means those periodic charges imposed from time to time by the Board upon the Co-Owners for the purpose of paying "Common Expenses" (as such term is defined in Section 1.1(F) hereof).

(C) "Board", or "Board of Managers" means the Board of Managers elected by the Co-Owners pursuant to Article 2 of the By-Laws and having the authority granted in the "Condominium Documents" (as such term is defined in Section 1.1(I) hereof) to manage the affairs of the Project.

(D) "Buildings" means all structures, fixtures, buildings and other improvements now or hereafter located on the Land and described and depicted in said Exhibit "B" which together with the Land are hereby submitted to condominium ownership by this Declaration.

(E) "Common Elements" mean and include:

(1) "General Common Elements" which mean and include the entire "Project Property" (as such term is defined in Section 1.1(R) hereof) including without limitation the following, except the Units and such of the following as are by other provisions of this Declaration specifically made part of any Unit or reserved as Limited Common Elements;

(a) The Land and all plaza areas, yards, lawns, landscaping, and walkways and other paved areas located thereon;

(b) All foundations, columns, girders, beams, interior loadbearing walls, and supports of the Buildings;

(c) Those portions of the exterior walls of the Buildings beyond and including the unfinished face of the Unit wall; those portions of all walls which enclose Units and divide them from corridors, stairs, and other Common Elements and which are located beyond and including the unfinished surface on the Unit side of such walls; and the unfinished surface of the floors and ceilings;

(d) Lobbies, stairs, stairways, fire escapes, entrances and exits of the Buildings and such halls and corridors as are not included within a Unit;

(e) All installations designed and intended for common use including without limitation, telephone, electricity, gas, hot and cold water, sewer, heat, ventilation, air conditioning and incineration (including all pipes, ducts, vents, wires, cables, and conduits designed and intended for common use in connection therewith), whether located in Common Elements or in Units, excluding from such installations all parts thereof, and all items affixed or connected thereto, not designed or intended for common use;

(f) All apparatus and equipment designed and intended for common use including without limitation, elevators, tanks, pumps, motors, fans, compressors and control apparatus and equipment, whether located in Common Elements

or in Units, excluding from such apparatus and equipment all parts thereof, and all items affixed or connected thereto, not designed or intended for common use;

(g) All enclosed space, if any, marked "common area" and all other facilities, if any, marked "common facilities" on said floor plans;

(h) All Condominiums which may at any time be acquired and held by the Board or its nominee; and

(i) All other parts of the Project Property designed and intended for common use or necessary or convenient to the existence, maintenance or safety of the Project; and

(2) "Limited Common Elements" mean and include those parts of the Project Property which would otherwise constitute General Common Elements but which under the terms hereof or of the Exhibits attached hereto are declared appurtenant to one or more but less than all of the Units.

(F) "Common Expenses" mean and include "General Common Expenses" and "Limited Common Expenses" (as such terms are defined in Sections 1.1(M) and 1.1(O) hereof respectively).

(G) "Common Interest" means and includes the General Common Interest and the Limited Common Interest, if any, appurtenant to any Unit.

(H) "Condominium" means a Unit together with all of such Unit's Common Interest, rights and appurtenances.

(I) "Condominium Documents" mean and include this Declaration, each of the Exhibits attached hereto, and all Schedules or other attachments to such Exhibits, together with any and all amendments, replacements or modifications thereof or additions thereto which may from time to time lawfully be effected.

(J) "Co-Owner" means the person, firm, corporation, partnership, trust association or other legal entity or any combination thereof owning one or more Condominiums.

(K) "Co-Owner Charge" means any amount which under any provision of the Condominium Documents is chargeable to and payable by any one or more Co-Owners but which is not assessed as either a General or a Limited Common Expense.

(L) "Council of Co-Owners" or "Council" means all of the Co-Owners acting as a body in exercising the power and authority granted it by the Act and the Condominium Documents.

(M) "General Common Expenses" mean and include:

(1) expenses of administration, maintenance, repair or replacement of the General Common Elements, including, without limitation, the costs and salary incident to employing an Administrator;

(2) expenses agreed upon as General Common Expenses by the Council of Co-Owners;

(3) expenses declared General Common Expenses by the provisions of the Condominium Documents; and

(4) all taxes and assessments lawfully assessed against the Project Property, and insurance premiums for policies covering the Project Property.

(N) "General Common Interest" means that fractional interest in and to the General Common Elements as is appurtenant to an individual Unit.

(O) "Limited Common Expenses" mean and include all classes of expenses and charges set forth in Paragraph (M) above but as apply to or arise out of the use and/or existence of Limited Common Elements.

(P) "Limited Common Interest" means that fractional interest in each Limited Common Element, if any, appurtenant to an individual Unit.

(Q) "Project" means Courtlandt Place Condominium as same exists or shall hereafter exist in the Condominium form of ownership.

(R) "Project Property" shall mean the tangible property, including, without limitation, the Land and Buildings hereby submitted to the provisions of the Act and such personal property and/or fixtures which from time to time is purchased for use in or in conjunction with the Common Elements.

(S) "Unit" means a physical portion of the Project Property the boundaries of which are set forth in Section 3.5 hereinbelow, which has been designed for independent use and which is susceptible of separate ownership under the terms of the Act and the Condominium Documents, exclusive of any Common Interest or rights appurtenant thereto.

1.2 PRONOUNS: According to the context, the singular may include the plural, the plural may include the singular and the plural and any gender may include all genders.

1.3 CAPTIONS: All captions herein are for convenience only and neither limit, amplify nor otherwise modify the provisions of this Declaration, or the Exhibits attached hereto.

ARTICLE 2

BUILDINGS

The Buildings are presently located on the Land and constitute a part of the Project Property hereby submitted to the provisions of the Act, and are specifically described and depicted in Exhibit "B".

The boundaries of each Unit are and shall be as depicted in said Exhibit "B" and as described in Section 3.5 hereinbelow. The individual ownership of each Unit shall also include the following items, except such items, if any, as are deemed to be part of the Common Elements: the interior non-bearing and non-supporting walls; partitions, cabinets, shelves, closets, interior and exterior doors; glass in walls; floors, and ceilings; coverings on unfinished floors and ceilings, including carpeting or other floor covering or finish suspended ceilings or ceiling tiles; wall paper, paint or other wall covering or finish; the individual lighting and electrical fixtures and appliances; the individual kitchen and bathroom fixtures, equipment, plumbing and appliances, such as, but not limited to, cooking ranges, range hoods, refrigerators, sinks, dishwashers, garbage disposals, ovens, water closets, lavatories, shower stalls, bath tubs, medicine cabinets and similar fixtures and equipment; the individual air conditioning and heating units and systems; and the individual hot water heaters, all of such items being designed and intended solely for the

benefit of and to exclusively serve the particular Unit in or to which the same are located or attached, and not being designed or intended for the benefit, use, support, service or enjoyment of any other Unit or the Common Elements or any part thereof.

The identifying number, location, size, square footage, dimensions and other descriptive data of each Unit are shown and depicted in said Exhibit "B".

ARTICLE 3

EFFECT OF DECLARING REGIME

3.1 FRACTIONAL INTEREST IN COMMON ELEMENTS: The ownership of the Common Elements shall vest in the Co-Owners. The General Common Interest appurtenant to each Unit shall be that fraction having for its numerator the number of square feet of floor area within such Unit, and for its denominator the total number of square feet of floor area in all the Units. The Limited Common Interest of each Unit in each Limited Common Element, if any, appurtenant thereto shall be that fraction having for its numerator the number of square feet of floor area in such Unit, and for its denominator the total number of square feet of floor area in all the Units having such Limited Common Element as an appurtenance. The sum of all fractional interests in the General Common Elements as a whole and in each Limited Common Element shall always equal the number one (1).

3.2 INTEREST IN COMMON ELEMENTS INDIVISIBLE: The Common Interest appurtenant to each Unit is declared to be permanent in character and cannot be altered. Such Common Interest cannot be separated from the Unit to which it appertains and the Common Elements shall not be divided nor

shall any right to partition any thereof exist. Each Unit and the Common Interest appurtenant thereto shall be inseparable and may be individually conveyed, encumbered or leased only as a whole; provided, however, a Condominium may be the subject of ownership, possession or sale and of all types of judicial acts, as though it were entirely independent of the other Condominiums. Any Condominium may be jointly or commonly owned by more than one person, corporation, partnership, trust association, or other entity, or any combination of any thereof.

3.3 ESTATES TO BE SEPARATE: Every Condominium shall for all purposes be and it hereby is declared to be and to constitute a separate parcel of real property, and the Co-Owner thereof shall be entitled to exclusive ownership and possession subject only to the terms and provisions of the Condominium Documents and any rules, regulations, resolutions and decisions adopted pursuant thereto (the "Rules and Regulations").

3.4 UNIT CONVEYANCE INCLUDES APPURTENANCES: Every lien, conveyance or other transfer of a Condominium using the Unit designation assigned to it as shown in Exhibit "B" shall be deemed to include the Unit and such Unit's Common Interest and shall include, without requiring specific reference thereto or enumeration thereof, all the appurtenances and easements in favor of the Unit and similarly be subject to all covenants, conditions, restrictions and easements in favor of other Units.

3.5 DESCRIPTION OF UNITS: The designation of each Unit, together with statements of its location, its approximate area, and the Common Element area to which it has

immediate access, are set forth in Exhibit "B". Where a Unit is bounded by a wall, the wall shall be considered to include any door, window or other closure therein in the closed position, and the boundary shall be the unfinished surface of such wall on the Unit side, to the effect that the Unit shall include the paint, wallpaper, enamel, stain or other finishings on such surface. The horizontal boundaries of each Unit shall be the unfinished surface of the top of the floor and the unfinished surface of the bottom of the ceiling, except that where there is a stairway or other opening in the floor or ceiling, the boundary shall be the surface resulting from extensions of the nearest adjacent unfinished surface of the top of the floor or the bottom of the ceiling, as the case may be.

3.6 ENCROACHMENTS: If any portion of the Common Elements encroaches upon one or more Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Unit encroaches upon the Common Elements, or upon an adjoining Unit or Units, a valid easement for such encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachment and resulting easement shall not be considered or determined to be encumbrances either on the Common Elements or a Unit.

3.7 LIEN ATTACHES TO ONLY ONE CONDOMINIUM: No labor performed or materials furnished and incorporated in one Unit shall be the basis for the filing of a lien against a Condominium belonging to any other Co-Owner not expressly consenting to or requesting the same, or against the Common

Elements. Each Co-Owner shall indemnify and hold harmless each of the other Co-Owners from and against all liabilities arising from the claim of any lien against the Condominium of any such other Co-Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in such Co-Owner's Unit at such Co-Owner's request.

3.8 REMOVAL OF LIEN AGAINST TWO OR MORE CONDOMINIUMS: In the event a single lien becomes effective against two or more Condominiums, any Co-Owner of any such Condominiums may at any time remove his Condominium from such lien by payment of the proportionate part of the obligation secured by such lien as is attributable to such Co-Owner's Condominium. A Co-Owner which does not remove his Condominium from such a lien under the provisions of this section shall indemnify and hold harmless from any further claim by the holder of such lien any Co-Owner who has paid his proportionate part of the underlying obligation.

ARTICLE 4

ADMINISTRATION OF REGIME

4.1 RESPONSIBILITY OF THE MANAGING BOARD: The Board shall have charge of and be responsible for and is authorized to manage the affairs of the Project and any assets held by it on behalf of the Co-Owners except as herein otherwise limited. The Board shall adopt and execute all measure of proceedings necessary to promote the interests of the Project, including, without limitation, the promulgation of Rules and Regulations as provided in the By-Laws and shall in the manner provided in Article 5 hereof fix Assessments against

the Co-Owners for their share of the maintenance and repair expenses of the Common Elements and other expenses incurred by or in behalf of the Project.

4.2 APPOINTMENT OF ADMINISTRATOR: The Board may in its discretion, and from time to time, appoint or employ an Administrator who shall be responsible for so much of the operation of the Project as may from time to time be determined by the Board and as is consistent with the remaining provisions of the Condominium Documents.

4.3 ADMINISTRATION IN ACCORDANCE WITH CONDOMINIUM DOCUMENTS: The administration of the Project shall be in accordance with the Condominium Documents, true copies of which together with all Rules and Regulations, if any, shall be maintained in the Project office and shall, during normal weekday working hours, be available for inspection by persons having an interest therein.

4.4 RECORDS TO BE MAINTAINED: The Board, or the Administrator, as the case may be, shall keep or cause to be kept one or more books of account reflecting in detail all receipts and expenditures affecting the Project and its administration. Such book or books and vouchers accrediting the entries made thereon shall be available for examination by any Co-Owner during normal weekday working hours. All books and records shall be kept in accordance with good accounting procedures and shall be audited at least once each fiscal year by an independent firm of certified Public Accountants.

4.5 STRICT COMPLIANCE REQUIRED: Each Co-Owner shall comply strictly with the provisions of the Condominium

Documents as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief or both. Such an action may be maintained by the Board on behalf of the Co-Owners or, in a proper case, by an aggrieved Co-Owner.

4.6 ANNUAL COUNCIL MEETING REQUIRED: There shall be an annual meeting of the Council of Co-Owners. Other meetings may be provided for in the By-Laws. Notice of time, place and subject matter of all meetings shall be given to each Co-Owner by mailing same to such Co-Owner.

4.7 VOTING RIGHTS: Each Board Member shall be entitled to cast one vote in respect of any issue before the Board for decision. Each Co-Owner shall be entitled to that number of votes set forth in Exhibit "B" as being appurtenant to the Unit owned by such Co-Owner. In the event a Condominium is owned jointly by two or more persons, one of the joint Co-Owners shall exercise the voting rights for all such joint Co-Owners by agreement between the parties, which agreement shall be reduced to writing, subscribed to by each such joint Co-Owner and filed with the Secretary of the Board. Any corporation or unincorporated association which is the Co-Owner of a Condominium shall appoint as its representative to the Council an appropriate officer or member with the authority to act for and bind such corporation or association.

4.8 MEMBERSHIP IN COUNCIL OF CO-OWNERS: Each Co-Owner, automatically upon becoming a Co-Owner, shall be a member of the Council of Co-Owners and shall remain a member

thereof until such time as he ceases for any reason to be a Co-Owner at which time his membership in the Council and all interest in the Project shall automatically terminate.

4.9 BOARD MEETINGS: The Board shall convene for meetings as provided in the By-Laws.

4.10 Any other express or implied provision of or right or power granted by this Declaration to the contrary notwithstanding, for the duration of the "Initial Sales Period" (as such term is defined in the By-Laws attached hereto as Exhibit "B") the Project shall be administered in accordance with the provisions of Schedule "C" to the By-Laws.

ARTICLE 5

ASSESSMENTS

5.1 ADOPTION OF BUDGET: The Board shall adopt an annual budget not less than fifteen (15) days prior to the commencement of each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for contingencies and reserves. The Assessments for such year shall be established by the adoption of the annual budget by the Board. The Board's failure to timely adopt the budget shall not be deemed a waiver, modification or a release of the Co-Owners from their duty to pay their Assessments as same are determined at such time as the Budget is adopted.

5.2 OBLIGATION TO PAY ASSESSMENTS: All Co-Owners shall be obligated to contribute through the payment of their Assessments toward the expense of administration and of maintenance and repairs of the General Common Elements,

and, in a proper case, of the Limited Common Elements, and toward any other expenses lawfully agreed upon by the Board. Assessments for the estimated Common Expenses, including insurance, shall be due monthly in advance on the first day of each month. The Administrator or the Board shall prepare or cause to be prepared and deliver or mail to each Co-Owner an itemized monthly statement showing the current amount due, any amounts past due and excess payments, if any, credited to the Co-Owner's account. Contribution for monthly Assessments shall be prorated if the ownership of a Condominium commences on a day other than the first day of a month. No Co-Owner shall be exempt from contributing toward any Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of his Condominium.

5.3 ASSESSMENT FOR GENERAL COMMON ELEMENTS: Subject to the provisions of Section 5.5 of this Declaration, each Co-Owner shall be assessed a yearly amount equal to the dollar amount of the budget adopted in accordance with Section 5.1 as relates to the operation, management and maintenance of the General Common Elements, multiplied by the General Common Interest appurtenant to his Unit.

5.4 ASSESSMENT FOR LIMITED COMMON ELEMENTS: Any budget adopted pursuant to Section 5.1 shall include a projection of all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of each Limited Common Element. Upon adoption of the budget, and subject to the provisions of Section 5.5 of this Declaration, each Co-Owner shall be deemed to have been assessed an additional amount calculated by multiplying

the dollar amount budgeted for any Limited Common Element appurtenant to his Unit by such Unit's Limited Common Interest therein. Such Assessment shall be due and payable as provided in Section 5.2.

5.5 ADJUSTMENT OF ASSESSMENTS: To the extent any Co-Owner or Owners require or otherwise receive any special or disproportionate use of any Common Element, utility service or any other thing or service of any nature whatever, the existence, consumption or other use of which is responsible for a disproportionate share of any Common Expense, then in such event and notwithstanding any other provision of the Condominium Documents to the contrary, it shall be the duty of the Managing Board to apportion the amount of such Common Expense between the Co-Owners assessable therefor in a manner reflective of such special or disproportionate use. The increased amounts assessed against any one or more Condominiums and the Co-Owner or Owners thereof as are responsible for such disproportionate share of a Common Expense and such decreased amounts as are assessed against the remaining Condominiums and the Co-Owners thereof not responsible for such disproportionate share of a Common Expense shall be deemed "Assessments" for all purposes of the Condominium Documents including without limitation Sections 5.2, 5.7, 7.3 and 7.4 of this Declaration notwithstanding such amounts are not assessed pro rata.

5.6 SPECIAL ASSESSMENTS: Should the Board, by a simple majority vote, at any time determine that the Assessments levied for that fiscal year are or may prove to be

insufficient to pay those costs of operation and management of the Project as were budgeted in accordance with Section 5.1, then the Board shall have the authority at any time and from time to time to levy such additional Assessment or Assessments as it shall deem necessary.

Special Assessments, other than or in addition to those necessary to pay budgeted expenses may be made by the Board at any time and from time to time to meet other needs or requirements of the Project including but not limited to capital improvements; provided, however, any such special Assessment not necessary to pay budgeted expenses shall not be levied without the affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the total number of votes of all of the Co-Owners as set forth in Exhibit "B"; provided, however, in the event the Assessment relates to a Limited Common Element, then such vote shall be limited to such Co-Owners as have such Limited Common Element as an appurtenance to their Unit, and provided further, that the same majority vote of those votes appurtenant to those Units also having such Limited Common Element as an appurtenance shall be required.

All special Assessments shall be prorated amongst the Co-Owners in the manner provided in Sections 5.3, 5.4, 5.5 or any combination thereof, as the particular case may require, and shall be due and payable thereafter in the manner provided in Section 5.2.

5.7 CO-OWNER CHARGES: It shall be within the power of the Managing Board to levy Co-Owner Charges for the purposes set forth in any of the Condominium Documents.

5.8 UNPAID ASSESSMENTS CONSTITUTE A LIEN ON UNIT: All Assessments and Co-Owner Charges due and unpaid shall constitute a lien only on the Condominium with respect to which such Assessments and/or Co-Owner Charges are delinquent. Such lien for unpaid Assessments and/or Co-Owner Charges shall be superior and prior to all other liens and encumbrances, except only for:

(A) Tax and special assessment liens on the Condominium in favor of any taxing or assessing authority.

(B) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

To evidence such lien the Board may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Co-Owner and a description of the Condominium. Such a notice shall be signed by the President or Vice President and Secretary or Treasurer of the Board and may be recorded in the office of the County Clerk of Travis County, Texas. Such lien shall attach and become effective as of 12:01 A.M. of the date next following the last date on which such Assessment could have been paid without being delinquent. Such lien may be enforced by foreclosure of the defaulting Co-Owner's Condominium by the Board in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure the defaulting Co-Owner shall be required to pay the cost and expenses of such proceedings, the cost and expenses for filing the notice or claim of lien and all reasonable attorneys' fees. The defaulting Co-Owner

shall also be required to pay to the Board the monthly Assessment attributable to such Condominium during the period of foreclosure, and the Board shall be entitled to a receiver to collect the same. The Board shall, subject to the remaining provisions of the Condominium Documents, have the power to purchase such Condominium at the foreclosure sale and to hold, lease, mortgage and convey same.

The amount of the Common Expenses and Co-Owner Charges assessed or charged against each Condominium shall also be a personal debt and obligation of the Co-Owner thereof at the time such Assessment is made. Suit to recover a money judgment for unpaid Common Expenses and/or Co-Owner Charges shall be maintainable without foreclosing or waiving the lien securing same.

To further secure payment of all Assessments and Co-Owner Charges, an express vendor's lien shall be reserved in each deed from Declarant conveying a Condominium, such vendor's lien to be assigned by Declarant to the Board.

5.9 CERTIFICATE BY MANAGING BOARD: Upon payment of a reasonable fee not to exceed Ten Dollars ($10.00) and upon the written request of any Co-Owner or any mortgagee or prospective mortgagee of a Condominium, the Board or the Administrator shall issue a written certificate of indebtedness (the "Certificate") which, after identifying the subject Condominium and the Co-Owner thereof, shall set forth the amount of the delinquent Assessments and Co-Owner Charges, if any, the amount of the current monthly Assessment and the date that such Assessment becomes due, and credit for advanced payment or for prepaid items, including, but not limited to, insurance premiums.

5.10 GRANTEE AND GRANTOR JOINTLY AND SEVERALLY LIABLE: The grantee of a Condominium shall be jointly and severally liable with his grantor for all delinquent Assessments against and Co-Owner Charges relating to such Condominium remaining unpaid as of the date of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor any such delinquent amounts paid by the grantee; provided, however, that upon payment of a reasonable fee not to exceed Ten Dollars ($10.00), and upon written request, any such prospective grantee shall be entitled to a Certificate from the Administrator or the Board. The provisions of this section shall not apply to any grantee of Declarant.

ARTICLE 6

LEASES, ENCUMBRANCES AND CONVEYANCES

6.1 CO-OWNER MAY LEASE: Any Co-Owner may lease in its entirety any Condominium owned by such Co-Owner; provided, however, any such lease shall be made expressly subject to all the terms and provisions of the Condominium Documents, and shall prohibit assignment thereof or sub-leasing without the written consent of the Co-Owner-lessor.

6.2 CO-OWNER-LESSOR RESPONSIBLE FOR LESSEE: Notwithstanding a Co-Owner's right to lease as provided in Section 6.1, any Co-Owner-lessor shall be and remain liable under all the provisions of the Condominium Document for any acts or omissions of his lessee in the same manner and to the same extent as though such acts or omissions were those of such Co-Owner-lessor. Any other Co-Owner, lessee, or the Board may proceed against a Co-Owner-lessor for a breach by his lessee without first proceeding against such lessee;

provided, however, that such reserved right against a Co-Owner-lessor is cumulative of all other rights granted under the Condominium Documents or by law or in equity and any other Co-Owner, lessee or the Board by first proceeding against the defaulting lessee shall not be deemed to have waived its right to proceed against such Co-Owner-lessor. For the purposes of this Article 6 and of Article 7 hereof, any reference to a "lessee" shall be deemed to include the same reference to any party (except the Co-Owner-lessor of such lessee and such Co-Owner's heirs, legal representatives, successors and assigns) succeeding to all or any portion of the lease (or the leasehold estate created thereby) owned or held by or vested in such lessee.

6.3 CO-OWNERS MAY ENCUMBER UNITS: Any Co-Owner shall have the right from time to time to mortgage or encumber his Condominium by deed of trust, mortgage or other security instrument; provided, however, any mortgage other than (1) a purchase money mortgage, or (2) a mortgage required to secure financing necessary to pay any Deficiency Assessment as that term is defined in Section 8.3, or (3) a mortgage which is first approved by the Board may be created only on the following conditions: (a) that any such mortgage shall always be subordinate to all of the terms, conditons, covenants, restrictions, uses, limitations, obligations, lien for Common Expenses, and other obligations created by the Condominium Documents; (b) that the mortgagee under any such mortgage shall release, for the purpose of restoration of the Project Property or any part thereof, all of his right, title and interest in and to the proceeds under all insurance

policies upon the Project Property which were effected and placed thereupon by the Board. Such release shall be furnished forthwith upon written request of the Board.

ARTICLE 7

COVENANTS, CONDITIONS AND RESTRICTIONS

Every Co-Owner, by accepting a deed or contract for deed, and every lessee under a Co-Owner, by leasing any Condominium, expressly covenants and agrees that the terms and provisions of the Condominium Documents shall be binding upon themselves, their heirs, successors and assigns, and do covenant that they and their heirs, successors and assigns shall faithfully observe all of the terms, covenants and conditions wherever imposed in the Condominium Documents including without limitation the following:

7.1 GENERAL: That neither any Co-Owner, nor the heirs, successors and assigns of any such Co-Owner, shall use, cause or permit the Condominium owned, leased, occupied or otherwise used by them to be used, occupied or otherwise dealt with other than as provided in the Condominium Documents.

7.2 CO-OWNERS TO ABIDE BY CONDOMINIUM DOCUMENTS: That the administration of the Project shall be in accordance with the provisions of the Condominium Documents. Each Co-Owner, tenant or other occupant of a Condominium shall comply strictly with the provisions of the Condominium Documents as presently constituted and as lawfully amended from time to time and with the Rules and Regulations of the Board. Failure to so comply with any of the foregoing shall be grounds for an action to recover sums due for damages or for injunctive relief.

7.3 COVENANT TO PAY ASSESSMENTS AND CO-OWNER CHARGES: That each Co-Owner adopts as such Co-Owner's personal debt and obligation and shall pay all Assessments and Co-Owner Charges assessed against or in respect of each Condominium owned by such Co-Owner. No Co-Owner shall be exempt from paying such Assessments or Co-Owner Charges by waiver of the use or enjoyment of all or a portion of the Common Elements, or by the abandonment of his Condominium.

7.4 DISPOSITION OF PROCEEDS UPON RESALE: That upon sale or conveyance of a Condominium, all unpaid Assessments and Co-Owner Charges, whether reduced to judgment or not, and if reduced to judgment, the amount of such judgment including the attorney's fees and court costs therein, shall be first paid out of the sales price by the purchaser in preference over any other charges of whatever nature, except the following:

(A) Assessments, liens, and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on the Condominium; and

(B) Amounts due under first lien mortgage instruments duly recorded.

7.5 BOUNDARIES MAY BE ALTERED: That in the event any portion of a Unit or a Common Element changes boundaries due to the shifting, settling or moving of the Buildings or any portion of any thereof, and thereby encroaches upon another Unit or any of the Common Elements, such changed boundaries shall be deemed to constitute the boundaries of the Unit and the Common Elements so affected.

7.6 USE OF COMMON ELEMENTS - CERTAIN LIMITATIONS: That each Co-Owner may use the Common Elements in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other Co-Owners. This provision shall not be deemed to prevent some Co-Owners from enjoying substantially exclusive rights or advantages in a part or parts of the Common Elements by reason of their ownership of a particular Condominium. Provided, however, the Common Elements shall not be used for storage of supplies, personal property or trash or refuse of any kind except within those areas, if any, designated as storage units and within the common trash receptacles, if any, placed at the discretion of the Administrator or the Board, nor shall the Common Elements be used in any way for the drying, shaking, airing or cleaning of any material, merchandise, or equipment. Stairs, elevators, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way. In general, no activities shall be carried on nor condition maintained by any Co-Owner either within his Unit or upon the Common Elements which despoils the appearance of the Project.

7.7 RIGHT OF ACCESS TO UNITS: The Board, the Administrator and the agents and employees of either shall during normal working hours have the right of access to any or all Units for non-emergency maintenance, repair or replacement of any of the Common Elements. Such right of access in non-emergency circumstances shall be conditioned upon notice being given to the affected Co-Owner or Co-Owners not less than twenty-four (24) hours in advance of such entry. Said

parties shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. If requested by the Board or the Administrator, each Co-Owner shall furnish to the Board a duplicate master key to all doors within and permitting access to his Unit and shall furnish a new duplicate master key upon any change of locks.

7.8 DAMAGE TO UNIT FROM REPAIR WORK: That damage to the interior or any part of a Unit or Units or to Limited Common Elements resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs to Limited Common Elements or within another Unit at the instance of the Administrator or the Board shall be a General Common Expense. Provided, however, that if such damage is the result of the negligence of a Co-Owner, then such negligent Co-Owner shall be responsible for all of such damage. Restoration of the damaged improvement shall be substantially the same as the condition in which they existed prior to the damage.

7.9 OWNERSHIP: That each Co-Owner shall be deemed to not own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding such Co-Owner's Unit, neither shall any such Co-Owner be deemed to not own those utilities running through such Co-Owner's Unit which are utilized for, or serve more than one Unit, except as a tenant in common with the other Co-Owners. Each Co-Owner shall, however, be deemed to own and shall be required to maintain the inner decorated and/or finished surfaces of the perimeter walls, carpeting, floors and ceilings, doors

and windows, individual lighting and electrical fixtures, individual kitchen and bathroom fixtures, individual equipment, plumbing and appliances, and other elements consisting of paint, wallpaper and other finishing materials and the interior non-supporting walls contained within the Unit and designated and intended for the benefit, use, service or enjoyment of such particular Unit.

7.10 OWNER TO MAINTAIN UNIT: Each Co-Owner shall maintain, decorate, furnish and keep in repair the interior of such Co-Owner's Unit including the fixtures thereof, all in good, sound and adequate condition. All fixtures, appliances and equipment installed within a Unit commencing at a point where the utility lines, pipes, wires, conduits or systems (collectively the "Utilities") enter the Unit shall be maintained and kept in repair by the Co-Owner of such Unit. All such fixtures, appliances and equipment (but not Utilities) which are not located within a Unit but which exist for the purpose of providing a service for only one Unit or Condominium shall be maintained and kept in repair by the Co-Owner of such Unit or Condominium.

7.11 OWNERS NOT TO PERFORM CERTAIN WORK: That no Co-Owner shall commit or cause to be committed any act or work that will impair the structural soundness, appearance or integrity of the Project Property or impair any easement or other right. Such prohibition shall extend to and include without limitation the erection of awnings, the placement of any reflective or other material in the windows of the Units (other than draperies, or the like) or other exterior attachment without the prior written approval of the Board.

The Board shall not approve of any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Project or Project Property.

7.12 SIGNS PROHIBITED: That except as provided in Section 7.13(I) hereof no signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or on the Common Elements, including "For Sale" signs, without the prior written permission of the Board, which permission shall not be unreasonably withheld.

7.13 BUILDING USE RESTRICTIONS: The following restrictions, covenants and conditions are placed upon each Condominium, Co-Owner and lessee in the Project as a general plan or scheme of restrictions for the benefit of each Condominium, Co-Owner and lessee:

(A) Each Condominium shall be used and occupied for residential purposes only and for no other purposes, except as permitted in Section 7.13(I).

(B) No Unit shall be altered, remodeled, subdivided or otherwise converted into more than one single family dwelling unit.

(C) No trash, garbage or debris shall be placed on any part of the Common Elements, except in the receptacles or areas designated for disposal of same.

(D) No unlawful, immoral, noxious or offensive activities shall be carried on or permitted in any Unit or elsewhere on the Project Property nor shall anything be done therein or thereon which shall constitute a nuisance or cause unreasonable noise or disturbance to others.

(E) No animals of any kind, other than small household pets, shall be housed or kept in, on or about the Project Property, including Units. Any house pets which are allowed outside shall be kept on a leash at all times.

(F) No. T.V. or radio antennae shall be installed higher than ten (10) feet above the roof ridge line of the Building on which it is erected.

(G) No motor vehicles or gasoline propelled devices or vehicles that create excessive noise or air turbulence shall be allowed to be operated within or about the Project Property, and all such vehicles shall have fully operative mufflers.

(H) No boats, airplanes, trailers, campers or motor homes shall be allowed to be parked on or within the Project Property, except within the carport of the owner thereof.

(I) Notwithstanding any other provision of the Condominium Documents, for so long as Declarant owns any of the Condominiums which are for sale, Declarant or its agents may use any Unit which it owns as a "model home" for display to the public and/or sales office, and may place and maintain such signs on any part of the Common Elements as it may desire to advertise the Project or the sale of Condominiums therein.

(J) No outside clothes or drying lines shall be installed or permitted to be installed anywhere on or within the Project Property.

(K) No additional fences shall be erected unless approved by the Board.

(L) The use or discharge of firearms, firecrackers or fireworks is expressly prohibited in, on or about the Project Property.

(M) Any car owned by a Co-Owner or other occupant of a Unit shall be housed in the carport or garage attached to the Unit owned by such Co-Owner or occupied by such other occupant. No automobile or vehicle owned by a Co-Owner may be parked in a guest area more than twelve (12) hours.

(N) That no Co-Owner or occupant of any Condominium shall commit or permit any violation of the policies of insurance taken out by the Board in accordance with the Condominium Documents, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any of such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the Condominium Documents or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Co-Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the policies of insurance taken out by the Board in accordance with the Condominium Documents, or with respect to any policy of insurance carried independently by any Co-Owner as permitted by the Condominium

Documents shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Condominium in the Project, by reason of anything that is done or kept in a particular Condominium, or as a result of the failure of any Co-Owner or any occupant of a Condominium to comply with the requirements of the policies of insurance taken out by the Board or as a result of the failure of any such Co-Owner or occupant to comply with any of the other terms and provisions of the Condominium Documents, or the Rules and Regulations, such Co-Owner shall reimburse the Board and such other Co-Owners respectively for the resulting additional premiums which shall be payable by the Board or such other Co-Owners, as the case may be. The amount of any such reimbursement due the Board may without prejudice to any other remedy of the Board and notwithstanding any other provision of the Condominium Documents be enforced by assessing the same to that particular Condominium as provided in Section 5.5 hereof.

7.14 USE OF THE COMMON ELEMENTS: Each Co-Owner shall have the right to use and enjoy the General Common Elements, in common with all other Co-Owners and any Limited Common Elements appurtenant to such Co-Owner's Unit in common with such other Co-Owners as have such Limited Common Elements as appurtenances to their Units, for the purposes for which such Common Elements are intended and as may be required for the purposes of access and ingress and egress to and from and the use and occupancy and enjoyment of the respective

Units owned by such Co-Owners without hindering or encroaching upon the lawful rights of other Co-Owners. Such right to use and enjoy the Common Elements shall extend to each Co-Owner, the members of such Co-Owner's family, the tenants or other lawful occupants of each Condominium and their guests, visitors, invitees, or permitees, and all such other persons as may be invited or permitted by the Board or Administrator to use or enjoy the Common Elements or any part thereof. Such right to use the Common Elements shall be subject to and governed by the provisions of the "Act", the Condominium Documents, and the Rules and Regulations. Each Co-Owner shall be deemed to have an easement in the interest of all other Co-Owners in the Common Elements for the installation, maintenance, repair, or replacement of all individually-owned fixtures, equipment and appliances which are in any way affixed to, supported by or located in any space or structure constituting part of the Common Elements. Provided, however, that each Co-Owner shall have the exclusive (a) use for storage purposes of the attic space directly above his Unit, to the extent that such use shall be practical or possible and (b) use for parking purposes of the carport or garage attached to his Unit.

ARTICLE 8

DESTRUCTION, OBSOLESCENCE AND TERMINATION

8.1 APPOINTMENT OF ATTORNEY-IN-FACT: This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project Property upon its destruction or obsolescence.

This Article 8 is expressly made subject to the terms and conditions of that certain Insurance Trust Agreement (the "Trust Agreement") attached hereto as Exhibit "D" and made a part hereof for all purposes.

Title to every Condominium is declared and expressly made subject to the terms and conditions hereof, and acceptance of any deed to any Condominium shall constitute appointment of the attorney-in-fact herein provided. All of the Co-Owners irrevocably constitute and appoint the Board their true and lawful attorney in their name, place and stead for the purpose of dealing with the property upon its destruction or obsolescence as is herein provided. As attorney-in-fact, the Board, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Co-Owner which is necessary and appropriate to exercise the powers granted by this Article 8. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring damaged or destroyed improvement(s) to substantially the same condition in which same existed prior to such damage or destruction, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Board and/or the "Trustee" (as such term is defined in the Trust Agreement) for the purpose of repair or restoration of the Project Property, all as provided herein and in the Trust Agreement.

8.2 DISPOSITION OF INSURANCE PROCEEDS UPON DAMAGE OR DESTRUCTION: In the event of damage to or destruction of all or any portion of the Project Property, the insurance proceeds, whether payable to the Board as attorney-in-fact or to the Trustee, shall be used for the repair or restoration of the Project Property; provided, however, that reconstruction shall not be compulsory where all or more than two-thirds (2/3) in number of the Units then subject to this Declaration have been destroyed or damaged.

8.3 INSURANCE PROCEEDS INSUFFICIENT: If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such reconstruction is required under the provisions of this Article 8, such damage or destruction shall be promptly repaired and reconstructed by the Board, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment (the "Deficiency Assessment") to be made against all of the Co-Owners and their Condominiums. Such Deficiency Assessment shall be a General Common Expense (except to the extent that such deficiency relates to Limited Common Elements in which event such Deficiency Assessment shall be a Limited Common Expense) and made pro rata according to each Co-Owner's General Common Interest and/or Limited Common Interest, as the case may be, and shall be due and payable within thirty (30) days after written notice thereof. The Board shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the Deficiency Assessment. The Deficiency Assessment shall be a debt of each Co-Owner and a lien on

such Co-Owner's Condominium and may be enforced and collected as is provided in Section 5.6. In the event of a sale of a Condominium as a result of the Co-Owner's refusal to pay the Deficiency Assessment, the proceeds derived therefrom shall be used and disbursed by the Board, as attorney-in-fact, in the following order:

(A) For payment of taxes and special assessment liens in favor of any assessing entity;

(B) For payment of the balance of the lien of any first mortgage;

(C) For payment of unpaid Common Expenses;

(D) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and

(E) The balance remaining, if any, shall be paid to the Co-Owner.

8.4 DESTRUCTION OF MORE THAN TWO-THIRDS OF THE PROJECT PROPERTY: If more than two-thirds (2/3) in number of the Units then subject to this Declaration are destroyed or damaged, and if the Co-Owners do not unanimously, within one hundred (100) days thereafter, make provisions for reconstruction, the Board shall forthwith record a notice setting forth such fact or facts in the office of the County Clerk of Travis County, Texas, and upon the recording of such notice signed by the President or Vice President and Secretary or Treasurer, the entire Project Property remaining shall be sold by the Board, as attorney-in-fact for all of the Co-Owners, free and clear of the provisions contained in the Condominium Documents. The insurance settlement proceeds together with the proceeds from the sale of the Project

Property shall be paid to and disbursed by the Trustee pursuant to the Trust Agreement.

If the Co-Owners unanimously adopt a plan for reconstruction, all of such Co-Owners shall thereupon be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a General Common Expense and made pro rata according to each Co-Owner's General Common Interest (except to the extent which funds are allocated to the repair or restoration of Limited Common Elements, in which case the assessment shall be a Limited Common Expense to be assessed pro rata among such Co-Owners as have such Limited Common Element as an appurtenance to their Units and according to each such Co-Owner's Limited Common Interest therein) and shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Board shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for in this Section 8.4 shall be a debt of each Co-Owner and a lien on his Condominium and may be enforced and collected as is provided in Section 5.6. In the event of a sale of a Condominium as a result of the Co-Owner's refusal to pay such assessment, the proceeds derived therefrom shall be used and disbursed by the Board, as attorney-in-fact, for the same purposes and in the same order as is provided in Section 8.3, (A) through (E).

8.5 OBSOLESCENCE OF THE GENERAL COMMON ELEMENTS: The Co-Owners holding an aggregate of not less than ninety percent (90%) of the total number of votes of all the Co-Owners set forth in Exhibit B may agree that the General Common Elements are obsolete and that the same should be renewed or reconstructed. In such event, and with the unanimous consent of all first mortgagees, the expense thereof shall be payable by all of the Co-Owners as a General Common Expense; provided, however, that any Co-Owner not agreeing to such renewal or reconstruction (a "Dissenting Co-Owner") may give written notice to the Board that such Dissenting Co-Owner's Condominium shall be purchased by the Board for the fair market value thereof. If such Co-Owner and the Board can agree on the fair market value thereof, then such sale shall be consummated within thirty days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned in this Section 8.5 shall be measured. Within ten days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) an appraiser who shall be a member of the Austin Board of Realtors. If either party fails to make such a nomination, the appraiser nominated shall, within five days after default by the other party, appoint and associate with him another appraiser (to be selected from the Austin Board of Realtors). If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are unable

to agree upon the fair market value of such Dissenting Co-Owner's Condominium, they shall appoint another appraiser (to be selected from the Austin Board of Realtors) to be umpire between them, if they can agree on such person. If within a reasonable time they are unable to agree upon an umpire, then either the Board or the Dissenting Co-Owner may apply to a District Judge of Travis County, Texas, for the selection of the umpire-appraiser (to be selected from the Austin Board of Realtors). The decision of the appraisers as to the fair market value, or in the case of their disagreement, such decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Board and the Dissenting Co-Owner. The sale shall be consummated within fifteen days thereafter, and the Board, as attorney-in-fact, shall disburse such proceeds as is provided in Section 8.3, (A) through (E).

8.6 OBSOLESCENCE OF LIMITED COMMON ELEMENTS: The Co-Owners of those Units having any given Limited Common Element as an appurtenance may upon their unanimous vote and upon the concurrence of the first mortgagees of all such Co-Owners agree that such Limited Common Element is obsolete and that the same should be renewed or reconstructed. In such event the expense of such renewal or reconstruction shall be payable pro rata by all of such Co-Owners as have such obsolete Limited Common Element as an appurtenance of their Condominium.

8.7 REPAIR OF UNIT INTERIOR: In the event of damage thereto or the destruction thereof, each Co-Owner shall be responsible for the reconstruction, repair, replacement and

maintenance of the interior of such Co-Owner's Unit, including but not limited to, the floor coverings, wall coverings, window shades, draperies, interior walls, furniture, furnishings, decorative light fixtures, appliances, doors (interior and exterior) and all windows therein irrespective of whether or not such appliances or equipment are "built-in" to the Unit.

8.8 TERMINATION: All of the Co-Owners may waive this condominium regime hereby created and request the County Clerk of Travis County, Texas, to regroup or merge the records of the separate estates with the principal property, provided that such separate estates are not encumbered or, if encumbered, that the creditors in whose behalf the encumbrances are recorded agree to accept as security the undivided portions of the property owned by the Co-Owner-debtors. Each Co-Owner, at the time of any such regrouping or merger, shall subsequent thereto own an undivided interest in the Project Property equal to the General Common Interest previously held by such Co-Owner.

8.9 EFFECT OF TERMINATION: Following termination, the property may be partitioned and sold upon the application of any Co-Owner. If the Council, by an affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of the total number of votes available to all the Co-Owners as set forth in Exhibit B determines to accept an offer for the sale of the property, each Co-Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board directs. In the event of such an impending sale, any action

for partition or other division of the Project Property shall be held in abeyance pending such sale, and upon sale shall be discontinued by all parties thereto.

8.10 INSURANCE PROCEEDS PAYABLE TO THE BOARD TO CONSTITUTE CONSTRUCTION FUND: The proceeds of insurance payable to the Board on account of casualty and any sums receivable by the Board from collections of Deficiency Assessments shall constitute a construction fund which shall be disbursed in payment of the costs of construction and repair in the following manner:

(A) If the amount of the estimated cost of reconstruction and repair as determined by the Board is less than Fifty Thousand and No/100 Dollars ($50,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Board.

(B) If the estimated cost of construction and repair as above determined is more than Fifty Thousand and No/100 Dollars ($50,000.00), then the Board shall take competitive bids for the necessary construction work based upon plans and specifications of a qualified architect licensed as such in the State of Texas and shall make payments upon such construction contract under certificates of payment issued by such architect.

(C) In the event there is any surplus of moneys in the construction fund after the reconstruction or repair of the casualty damage has been fully completed and all costs paid, such sums may be retained by the Board as a reserve or may be used in the maintenance and operation of the Project; or in the discretion of the Board, may be distributed ratably in accordance with the applicable

Common Interests to the Co-Owners and their mortgagees who are the beneficial owners of the funds.

ARTICLE 9

EMINENT DOMAIN

In case at any time or times the Project Property or any part thereof shall be taken or condemned by any authority having the power of eminent domain, compensation and damages for or on account of any Project Property shall be payable to the Board or the Trustee according to the terms of the By-Laws and Trust Agreement.

If such condemnation proceeds are payable to the Board, same shall be disbursed in accordance with the preceding Sections relating to damage to or destruction of the Project Property. If such proceeds are payable to the Trustee, same shall be dispersed in accordance with the By-Laws and Trust Agreement.

ARTICLE 10

INSURANCE

10.1 CLASSES OF INSURANCE REQUIRED: The Board shall be required to obtain and maintain, to the extent obtainable, the following classes of insurance; provided, however, all policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect of the interest of any particular Co-Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that Co-Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss,

which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Co-Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect:

(A) Fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the Project Property in its entirety (including all the Condominiums and the fixtures therein as form a part of the real estate, but not including furniture, furnishings, business equipment, machinery or supplies, ceiling, floor or wall coverings, and the like; or other personal property supplied by Co-Owners), together with all air conditioning equipment and other service machinery contained therein, and covering the interests of the Board, all Co-Owners and their mortgagees as interests may appear, in an amount equal to the full replacement value of the Project Property, without deduction for depreciation; each of said policies shall contain standard mortgagee clauses in favor of each mortgagee of a Condominium which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as his interest may appear subject, however, to the loss payment provisions in favor of the Board and Trustee as hereinafter set forth.

(B) Workmen's compensation insurance.

(C) Boiler and machinery insurance.

(D) Plate glass insurance.

(E) Water damage insurance.

(F) Public liability insurance.

(G) Flood insurance.

(H) Such other insurance as the Board of Directors may determine.

All property damage policies shall provide that the adjustment of the loss shall be made by the Board with the approval of the Trustee, and that the net proceeds thereof, if Fifty Thousand and No/100 Dollars ($50,000.00), or less, shall be payable to the Board, and if more than Fifty Thousand and No/100 Dollars ($50,000.00), shall be payable to the Trustee.

The amount of fire insurance to be maintained until the first meeting of the Board shall not be less than One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00).

10.2 PHYSICAL DAMAGE INSURANCE REQUIREMENTS: All policies of physical damage insurance shall contain waivers of subrogation and waiver of any defense based upon co-insurance or invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Condominiums. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Condominiums at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall determine by appraisals or otherwise the full replacement value of the building, including all of the Condominiums and all of the Common Elements, without deduction

for depreciation for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

10.3 PUBLIC LIABILITY INSURANCE REQUIREMENTS: The Board shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board may from time to time determine, covering each Co-Owner individually, the Managing Board as an unincorporated association and the Administrator, which public liability coverage shall also cover cross-liability claims of one insured against another. The Board shall review such limits once each year. Until the first meeting of the Board, such public liability insurance shall be in a single limit of Three Hundred Thousand and No/100 ($300,000.00) covering all claims for bodily injury and One Hundred Thousand and No/100 Dollars ($100,000.00) for property damage arising out of a single occurrence.

10.4 CO-OWNERS MAY PURCHASE ADDITIONAL INSURANCE: Co-Owners shall not be prohibited from carrying other insurance for their own benefit, provided that such policies shall contain waivers of subrogation and provided further that the liability of the carriers issuing insurance obtained by the Board shall not be affected nor diminished by reasons of any such additional insurance carried by any Co-Owner.

10.5 PREMIUMS TO BE COMMON EXPENSES: All premiums upon insurance purchased by the Board pursuant to this Article shall be General Common Expenses, except that the amount of increase over the annual premium occasioned by the use, misuse, occupancy or abandonment of a Condominium or its appurtenances or of the Common Elements by a Co-Owner shall be assessed against that Co-Owner. Not less than ten

(10) days prior to that date when a premium is due, evidence of such payment shall be furnished by the Board to each mortgagee of a Condominium of which the Association has been informed.

10.6 APPOINTMENT OF ATTORNEY-IN-FACT: Each Co-Owner, by ownership of a Condominium, shall be deemed to appoint the Board as his true and lawful attorney-in-fact to act by its President and Secretary in connection with all matters concerning the maintenance of any Master Policy. Without limitation of the generality of the foregoing, the Board as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to adjust claims and to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Board in regard to such matters. The Board shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Co-Owner for occurrences within a Unit not caused by or connected with the Board's operation, maintenance or use of the Project.

10.7 Any express or implied provision of the Condominium Documents to the contrary notwithstanding, those minimum levels of insurance coverage provided in Section 6.6 of the By-Laws attached hereto as Exhibit "C" shall not be reduced or eliminated by any act of any party, including, without limitation, any action by Declarant, the Board or the Council during either of the following time periods:

(A) While Declarant owns any of the Condominiums; or

(B) prior to obtaining the written consent of all mortgagees of Condominiums.

ARTICLE 11

AMENDMENT OF CONDOMINIUM DOCUMENTS

The Condominium Documents (exclusive of this Declaration and Exhibits "A" and "B" hereto) may be amended in the following manner:

(A) Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of the Council meeting at which the proposed amendment is to be considered.

(B) A resolution adopting a proposed amendment must be approved by an affirmative vote of not less than seventy-five percent (75%) of the total number of votes availabe to all the Co-Owners as set forth in Exhibit "B".

(C) A copy of such amendment shall be certified by the Board Secretary as having been duly adopted and shall be effective when recorded in the office of the County Clerk of Travis County, Texas. Copies of any such recorded amendments certified by said County Clerk shall be sent to each Co-Owner by certified mail.

Notwithstanding the foregoing, the Condominium Documents may not be so amended, changed or otherwise modified as to alter the Common Interests appurtenant to any Unit.

ARTICLE 12

NOTICE

Each Co-Owner shall register his mailing address with the Board, and except for monthly statements and other routine notices, all other notices or demands intended to be

served upon a Co-Owner shall be sent by either registered or certified mail, return receipt requested, postage prepaid, addressed in the name of the Co-Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Administrator, Board or Council shall be sent by certified mail, return receipt requested, postage prepaid, to the Project Office located at 9009 North Plaza Road, Unit 115, Austin, Travis County, Texas, until such address is changed as provided in the By-Laws.

ARTICLE 13

MISCELLANEOUS

13.1 SEVERABILITY: If any provision of the Condominium Documents or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the United States or the State of Texas, then the said laws shall be deemed controlling and the validity of the remainder of the Condominium Documents and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby. In the event of conflict between the provisions of this Declaration and those of any other Condominium Document, except the Trust Agreement, the provisions of this Declaration shall control. In the event of conflict between the provisions of the By Laws and the Rules and Regulations, the provisions of the former shall control.

13.2 PROVISIONS SUBJECT TO TRUST AGREEMENT: The provisions of Articles 8 and 10 of this Declaration shall be subject to the Trust Agreement. To the extent of any conflict

between any paragraph of this Declaration and said Trust Agreement, the latter shall control.

13.3 PROVISIONS OF DECLARATION SUPPLEMENTAL TO LAW: The provisions of this Declaration shall be in addition and supplemental to and not in lieu of the Condominium Act of the State of Texas and all other provisions of law.

13.4 OWNERSHIP OF MULTIPLE CONDOMINIUMS DEEMED INDEPENDENT: Any other provision of the Condominium Documents to the contrary notwithstanding, each Condominium owned by a Co-Owner of two or more Condominiums shall, for all purposes, be treated as a distinct legal estate and as though each of such Condominiums were owned by different Co-Owners. The rights, interests and obligations of such a Co-Owner with regard to each such Condominium shall be determined independently of any such rights, interests and obligations as relate to the remaining Condominiums owned by him. Specifically, but not in limitation of the foregoing, breach of any provision of the Condominium Documents with respect to one Condominium including delinquency in the payment of any assessment with regard thereto shall not affect such Co-Owner's right, title or interest as to any other Condominium owned by him; provided, however, this section shall not be construed as prohibiting cross-collateralization upon the written agreement of any Co-Owner for the purpose of obtaining financing or securing any other obligation or undertaking of such Co-Owner.

13.5 UTILITIES: Utilities, such as electricity for light, power, and telephone, which are intended to serve each individual Unit, are on separate meters and shall be

separately paid by the Co-Owner of each Unit, and each Co-Owner shall also separately pay all deposits required in connection with or for such utilities and services. All utilities which are designed and intended to serve the Common Elements or any portion thereof shall constitute a General Common Expense or Limited Common Expense as the case may be.

13.6 TAXES: Taxes shall be assessed against and collected on each condominium, including carport or garage appurtenant thereto, each of which Condominium shall be carried on the tax books as a separate and distinct entity for that purpose, and not on the Project Property as a whole. The valuation of the General and Limited Common Elements shall be assessed separately to each owner in accordance with the fraction or percentage of each owner.

13.7 PERPETUITIES: If any provision of the Condominium Documents would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then notwithstanding anything herein to the contrary, such provision shall be deemed to remain in effect for a term of twenty years from and after the date of the death of the said O. Dean Couch, Jr., after which time the same shall be automatically extended for successive periods of ten (10) years unless the contrary be agreed to in writing by a majority in General Common Interest of the Co-Owners at any time during the last calendar year of such twenty-year period or any such successive ten-year periods.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this 23rd day of January, 1975.

O. DEAN COUCH, Jr., doing business as COUCH MORTGAGE COMPANY

By O. Dean Couch
O. Dean Couch, Jr.

THE STATE OF TEXAS §
COUNTY OF ~~TRAVIS~~ HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the said was the act of the said O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 23rd day of January, 1975.

Rebecca L. Fiesca
Notary Public in and for Harris County, Texas

NOTARY SEAL

EXHIBIT "A"

Field notes for 261,630 square feet or 6.006 acres of land out of Courtlandt Place 2, a subdivision of a portion of the James P. Wallace Survey No. 57, and a portion of the John Applegate Survey No. 58 in Travis County, Texas, according to a plat of said Courtlandt Place 2, of record in Book 71 at Page 56 of the Plat Records of Travis County, Texas, which tract of land containing 261,630 square feet or 6.006 acres is more particularly described by metes and bounds as follows:

BEGINNING at an iron stake found in the west line of Fiskville Cemetery Road, at the southeast corner of Phase 1-A of said Courtlandt Place 2;

THENCE, with the west line of said Fiskville Cemetery Road and the east line of said Courtlandt Place 2, S28° 21'W 339.84 feet to an iron stake set;

THENCE, N61° 24'W 609.19 feet to an iron stake set in the east line of a street known as North Plaza;

THENCE, with the east line of North Plaza, N29° 06'E 296.73 feet to an iron stake at the point of curvature of a curve whose intersection angle is 23° 17', whose tangent distance is 74.17 feet and whose radius is 360.00 feet;

THENCE, following said curving line to the left, an arc distance of 146.29 feet, the chord of which arc bears N17° 28'E 145.29 feet to an iron stake at the point of tangency of said curve;

THENCE, N5° 49'E 54.45 feet to an iron stake at the point of curvature of a curve whose intersection angle is 31° 36', whose tangent is 84.89 feet and whose radius is 300.00 feet;

THENCE, following said curving line to the left, an arc distance of 73.77 feet, the chord of which arc bears N12° 52'E 73.58 feet to an iron stake found at the southwest corner of said Phase 1-A of Courtlandt Place 2;

THENCE, with the south line of said Phase 1-A, Courtlandt Place 2, S37° 45'E 287.47 feet to an iron stake, S45° 46'E 304.56 feet to an iron stake, and S50° 16'E 119.85 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Reference is here made for all purposes to that certain Declaration for Courtlandt Place Condominium, of even date herewith, executed by O. Dean Couch, Jr., doing business as Couch Mortgage Company, to which Declaration this Exhibit "B" is attached. Unless the context hereof shall expressly require otherwise, terms are used herein as defined therein.

Courtlandt Place Condominium is a forty-one unit townhouse condominium development formed under and subject to the Texas Condominium Act, Tex. Rev. Civ. Stat. art. 1301a and located on 6.006 acres of land, more or less, out of the James P. Wallace Survey No. 57 and a portion of the John Applegate Survey No. 58 in Travis County, Texas, which said 6.006-acre parcel of land is more particularly described by metes and bounds in Exhibit "A" to the Declaration and is depicted by plat attached hereto as Schedule "B" and made a part hereof for all purposes.

Type of Construction:	Wood Frame
Exterior Walls:	Brick Veneer
Windows:	Double hung, aluminum
Doors:	Hollow Core Slab
Roof:	Composition
Floors:	Shag Carpet, Vinyl Asbestos, Tile
Interior Walls:	Painted over 1/2-inch sheetrock and wallpaper
Plumbing & Electrical:	Standard
Bathroom:	Wallpaper, Marble top vanities
Kitchen:	Built-ins, include double ovens, range and hood, trashmasher and disposal

Air Conditioning & Heating:	Individual central system
Amenities:	Two lighted laykold tennis courts, one swimming pool with decking, and a bath house
Utilities:	City water, electricity, gas sanitary sewers, storm sewers, telephones, garbage pick-up
Sidewalks:	Concrete
Carports:	Metal and wood
Parking:	Asphalt
Landscaping:	Grass and shrubs

The location of each building on the Land is depicted in said Schedule "B." The location of each Unit within each building, and the general description of each floor within each building and Unit is depicted in Schedule "C" attached hereto and made a part hereof for all purposes. The general characteristics of each Unit are described in Schedule "A" attached hereto and made a part hereof for all purposes.

In addition to those Limited Common Elements set forth in said Schedule "B" as being appurtenant to each Unit, each second story balcony shall be deemed to be and hereby is declared a Limited Common Element of the Unit having direct access to such balcony.

SCHEDULE A

UNIT NUMBER 101 : Depicted on Schedule C as Unit B-1

Building B — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1322

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 13

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 102 : Depicted on Schedule C as Unit B-2

Building B — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 103 : Depicted on Schedule C as Unit B-2

Building B — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 18

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 104 : Depicted on Schedule C as Unit B-4

Building B — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 105 : Depicted on Schedule C as Unit B-5

Building B — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 21

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 106 : Depicted on Schedule C as Unit B-6

Building B — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1322

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 13

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 107 : Depicted onSchedule C as Unit B-7

Building B — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 108 : Depicted on Schedule C as Unit A-1

Building A — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 109 : Depicted on Schedule C as Unit A-2

Building A — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1238

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 12

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 110 : Depicted on Schedule C as Unit A-3

Building A — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1777

Number of Baths 3 — Number of Votes in Council of Co-Owners 18

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 111 : Depicted on Schedule C as Unit A-4

Building A — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 112 : Depicted on Schedule C as Unit A-5

Building A — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 113 : Depicted on Schedule C as Unit A-6

Building A — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 114 : Depicted on Schedule C as Unit A-7

Building A — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1322

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 13

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 115 : Depicted on Schedule C as Unit A-8

Building A — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 116 : Depicted on Schedule C as Unit C-1

Building C — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 117 : Depicted on Schedule C as Unit C-2

Building C — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1238

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 12

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 118 : Depicted on Schedule C as Unit C-3

Building C — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1777

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 18

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 119 : Depicted on Schedule C as Unit C-4

Building C — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 120 : Depicted on Schedule C as Unit C-5

Building C — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1322

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 13

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

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UNIT NUMBER 121 : Depicted on Schedule C as Unit C-6

Building C — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Carport and fenced-in patio area

****

UNIT NUMBER 122 : Depicted on Schedule C as Unit C-7

Building C — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 123 : Depicted on Schedule C as Unit C-8

Building C — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1238

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 12

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 124 : Depicted on Schedule C as Unit E-5

Building E — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 125 : Depicted on Schedule C as Unit E-4

Building E — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1238

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 12

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 126 : Depicted on Schedule C as Unit E-3

Building E — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 127 : Depicted on Schedule C as Unit E-2

Building E — Number of Parking Spaces 3

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 128 : Depicted on Schedule C as Unit E-1

Building E — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1322

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 13

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

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UNIT NUMBER 129 : Depicted on Schedule C as Unit D-4

Building D — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 130 : Depicted on Schedule C as Unit D-3

Building D — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1777

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 18

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 131 : Depicted on Schedule C as Unit D-2

Building D — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 132 : Depicted on Schedule C as Unit D-1

Building D — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 133 : Depicted on Schedule C as Unit F-1

Building F — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

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UNIT NUMBER 134 : Depicted on Schedule C as Unit F-2

Building F — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1322

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 13

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 135 : Depicted on Schedule C as Unit F-3

Building F — Number of Parking Spaces 2

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 136 : Depicted on Schedule C as Unit F-4

Building F — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elments Appurtenant to Unit:
Carport and fenced-in patio area

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UNIT NUMBER 137 : Depicted on Schedule C as Unit G-1

Building F — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1238

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 12

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 138 : Depicted on Schedule C as Unit G-2

Building G — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

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UNIT NUMBER 139 : Depicted on Schedule C as Unit G-3

Building G — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

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UNIT NUMBER 140 : Depicted on Schedule C as Unit G-4

Building G — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 141 : Depicted on Schedule C as Unit G-5

Building G Number of Parking Spaces 3

Number of Bedrooms 4 Floor Area in Square Feet 2177

Number of Baths 2 1/2 Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

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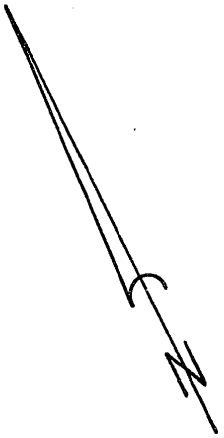

° LEGEND °

- Iron Pin
- Water Valve
- Cleanout
- Light
- Water Meter
- Storm Sewer Manhole
- Electric Manhole
- Electric Service
- Telephone Service
- Wood Fence
- Ornamental Iron Fence
- Chain Link Fence
- Electric Junction Box
- Concrete
- Fire Plug

RECORDERS MEMORANDUM
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NOTES:

1. Square footage shown for Apartment Buildings are the areas bounded by the interior surfaces of the perimeter of concrete slab areas.

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RECORDER'S MEMORANDUM
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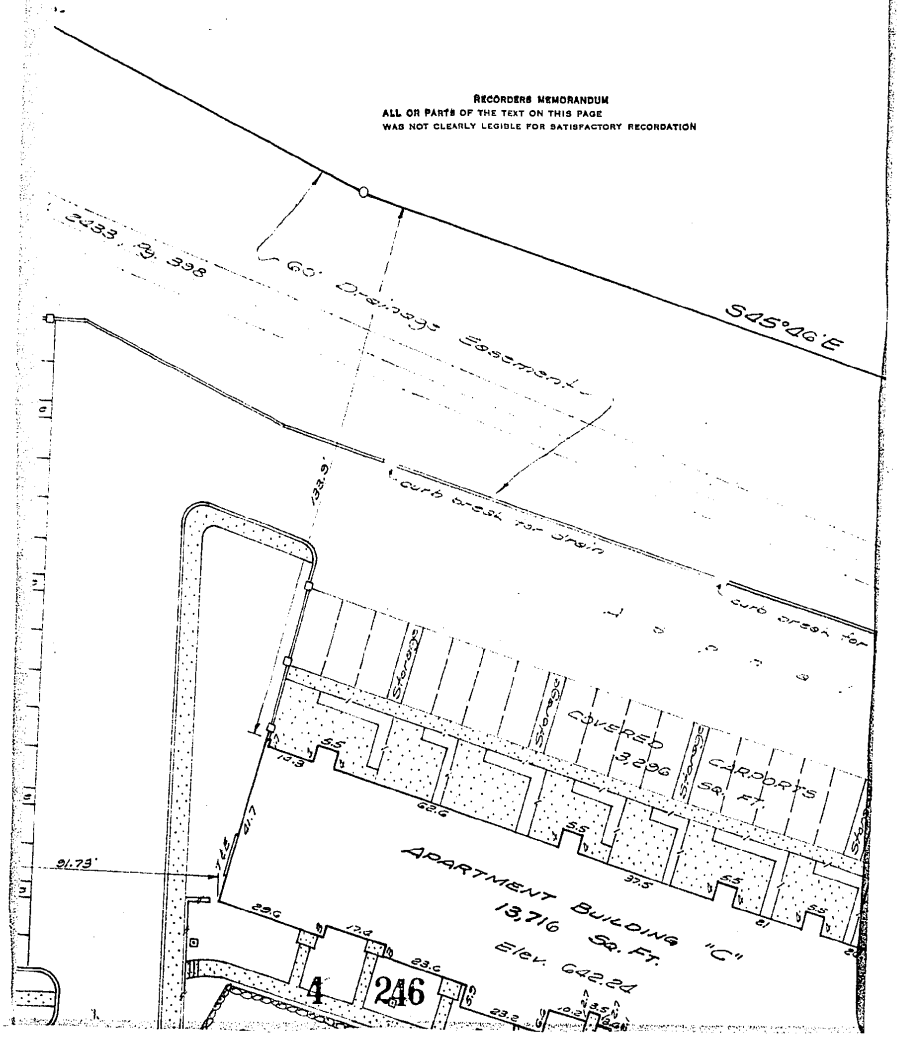

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"SCHEDULE B TO EXHIBIT

IEY PLAT SHOWING LOCATION A
THE PROJECT TRACT OF LAND,
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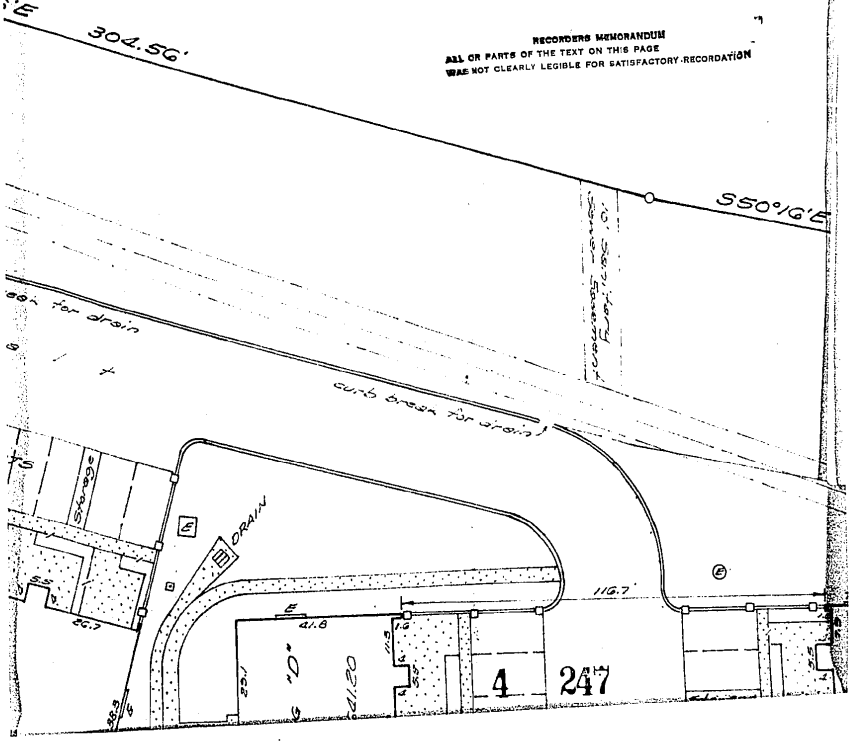

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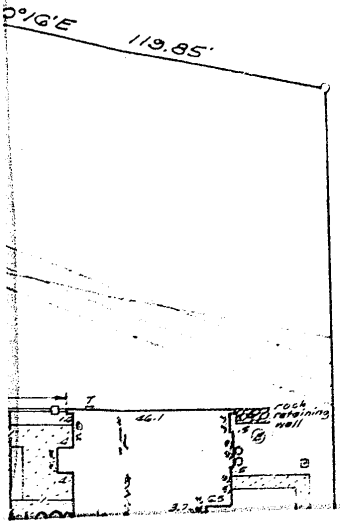

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~~storage areas.~~

2. Square footage for carports is the area under cover.
3. Utility easements exist as shown.
4. Benchmark: 2-60d nails in South side of 48" Water Elm on North bank of 60' Drainage Ditch. Elevation = 637.40 (U.S.C. & G.S.)
5. Carport areas shown do not include storage areas.

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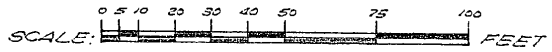

I, B.F. Priest, hereby certify that this plat represents a survey made on the ground by me on January 11, 1975, and at this date, the facts as shown hereon were true and correct and that there were no encroachments.

B.F. Priest
Registered Public Surveyor No. 828

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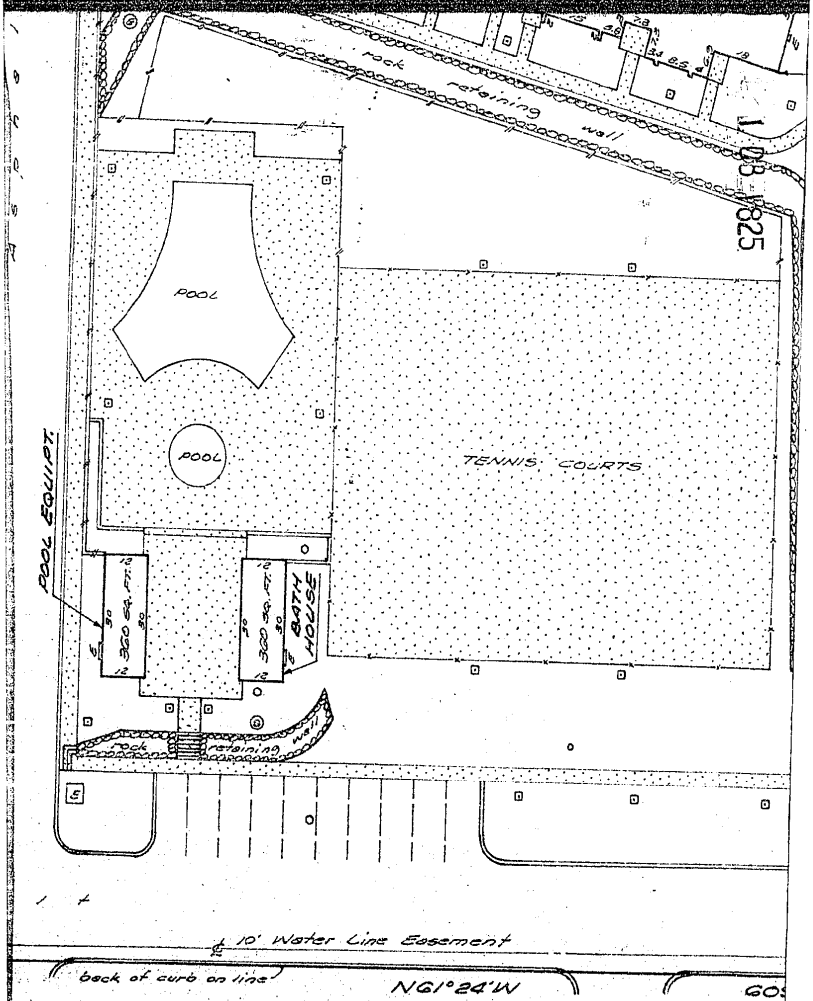

RECORDERS MEMORANDUM
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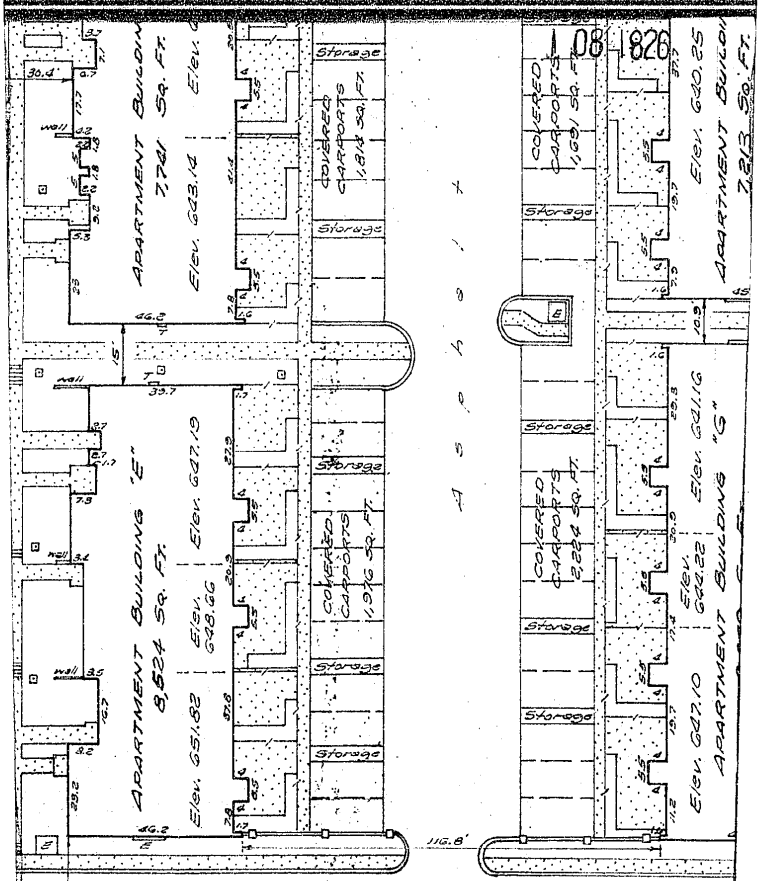

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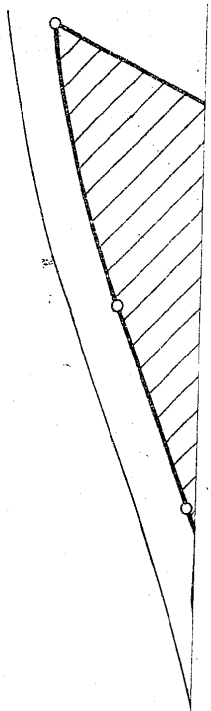

RECORDERS MEMORANDUM
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4 254 SCALE 1" = 30'

I 08-1829

RECORDER'S MEMORANDUM
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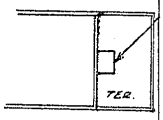
NOTES:

1. Square footage shown for A
bounded by the interior su
and the exterior surfaces
2. Finished Floor Elevations
3. Finished Ceiling Elevation



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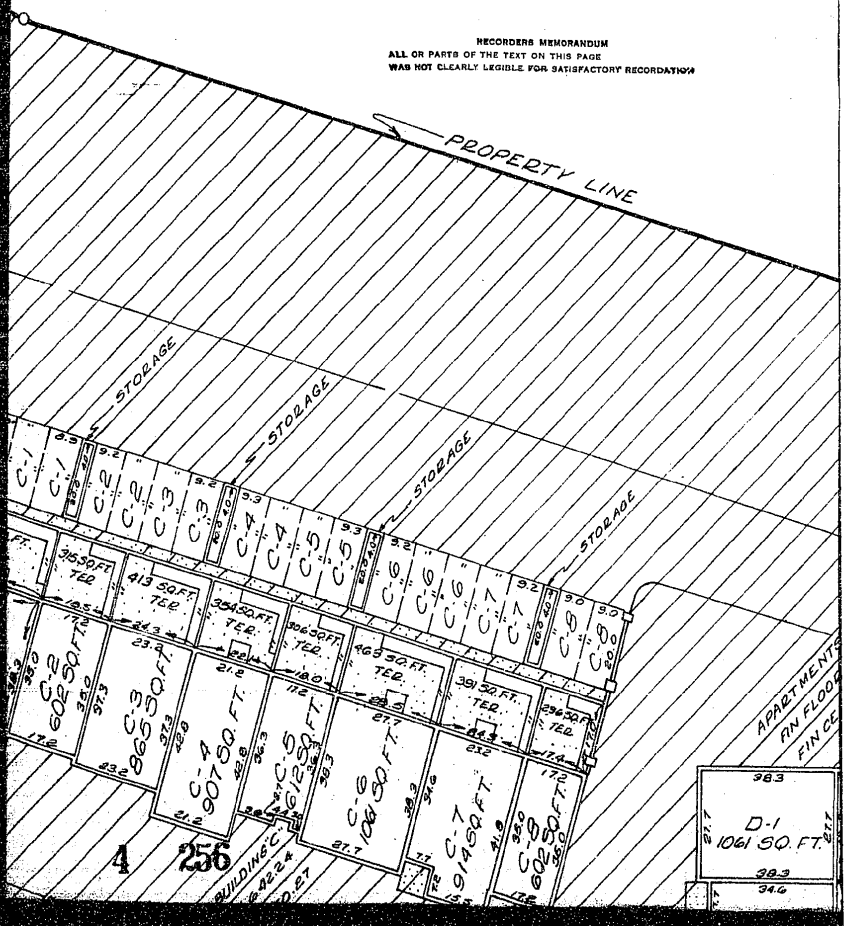

1 08 1831

for Apartment units are the areas
r surfaces of the perimeter walls, floors
faces of balconies and terraces.
ions of Apartments are as shown hereon.
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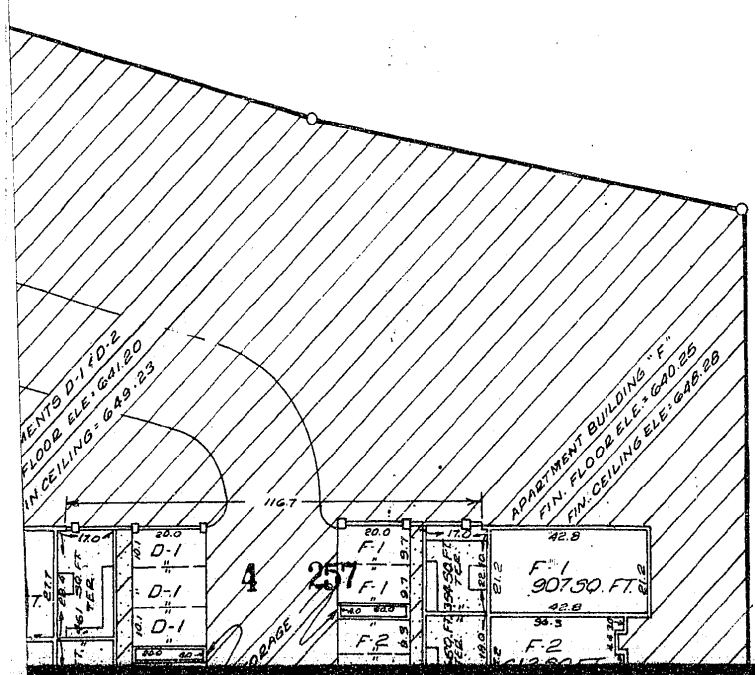
Typical dimensions of chimneys are 4.0 x 5.5



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NORTH PLAZA
(60' WIDE)

108 1832

PROPERTY LIN

APARTMENTS A-44-5
FIN. FLOOR ELE. 4501.

APARTMENTS A-44-5

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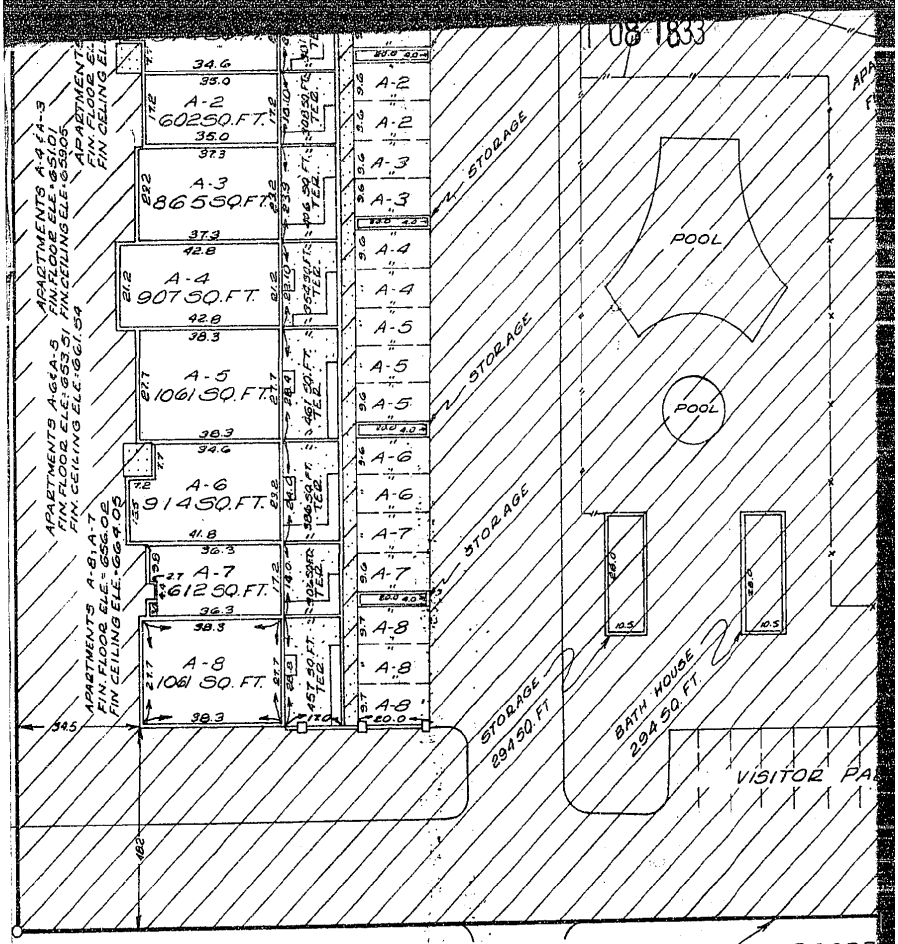

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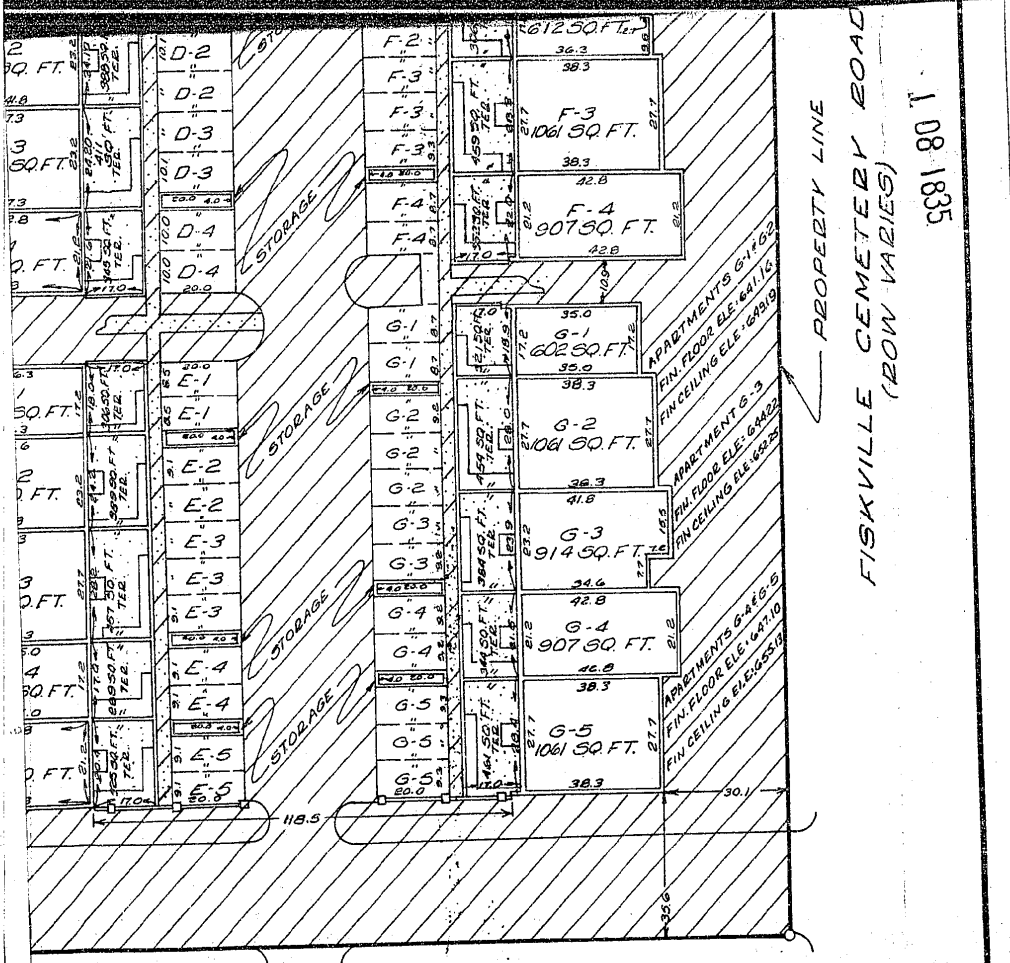

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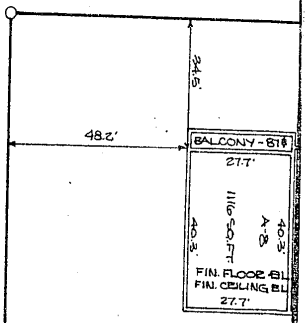
STATE OF TEXAS
B. F. PRIEST
626
REGISTERED
PUBLIC SURVEYOR

4 261

1 08 1836



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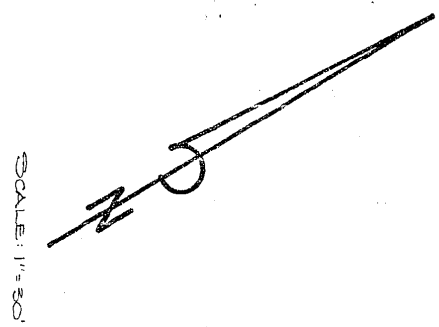
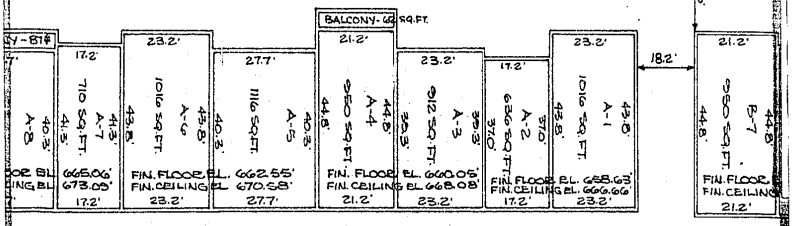
1 08 1839

J. 08 1837



NORTH PLAZA
(60' WIDE)

PROPERTY LINE



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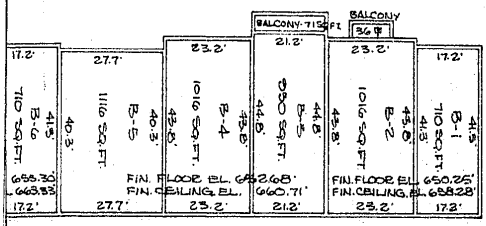

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J. 08-1841

J. 08.1839

PROPERTY LINE

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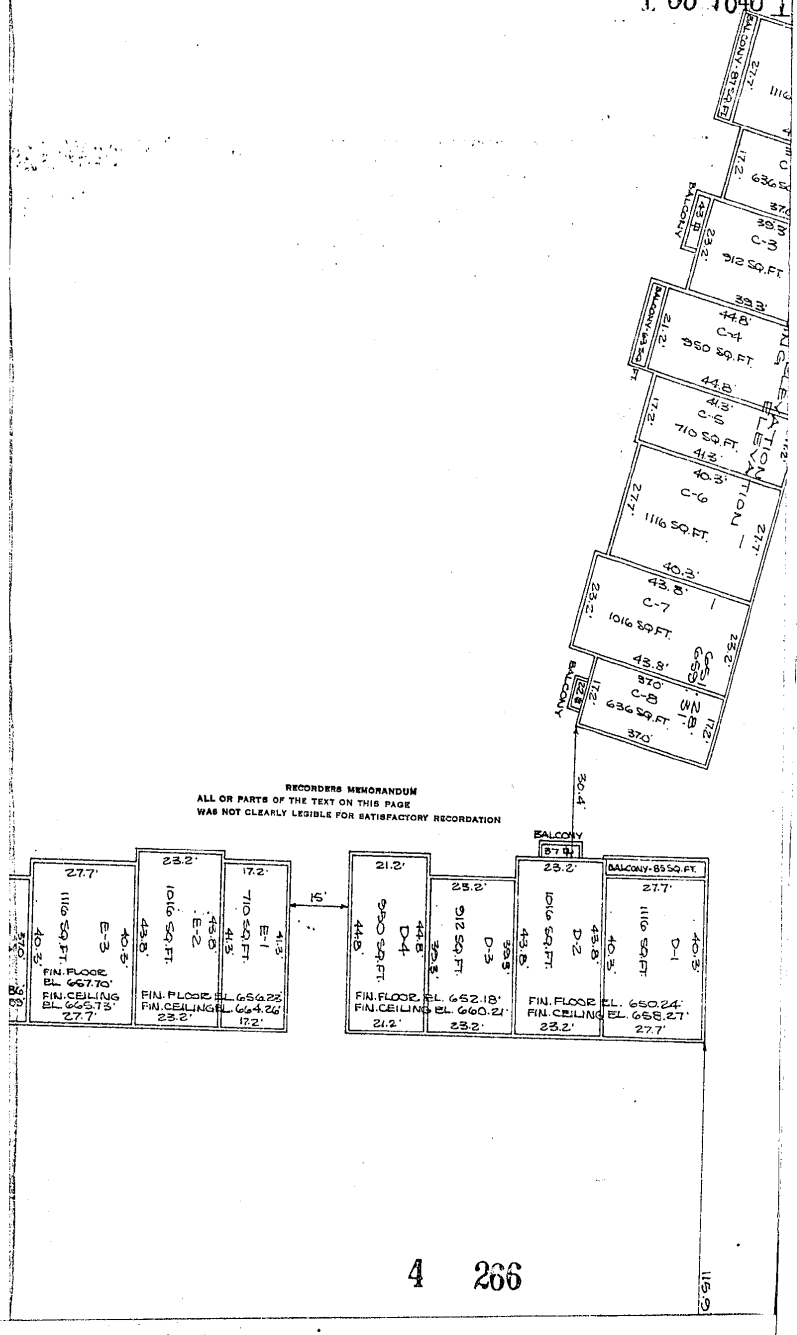
SURVEY PLAT OF THE
SECOND FLOOR OF BUILDINGS
"SCHEDULE C" TO EXHIBIT B"
SURVEY PLAT SHOWING LOCATION, SQUARE
FOOTAGE, AND DIMENSIONS ON SECOND
FLOOR OF EACH INDIVIDUAL APARTMENT.

4 265

1. 08 1840



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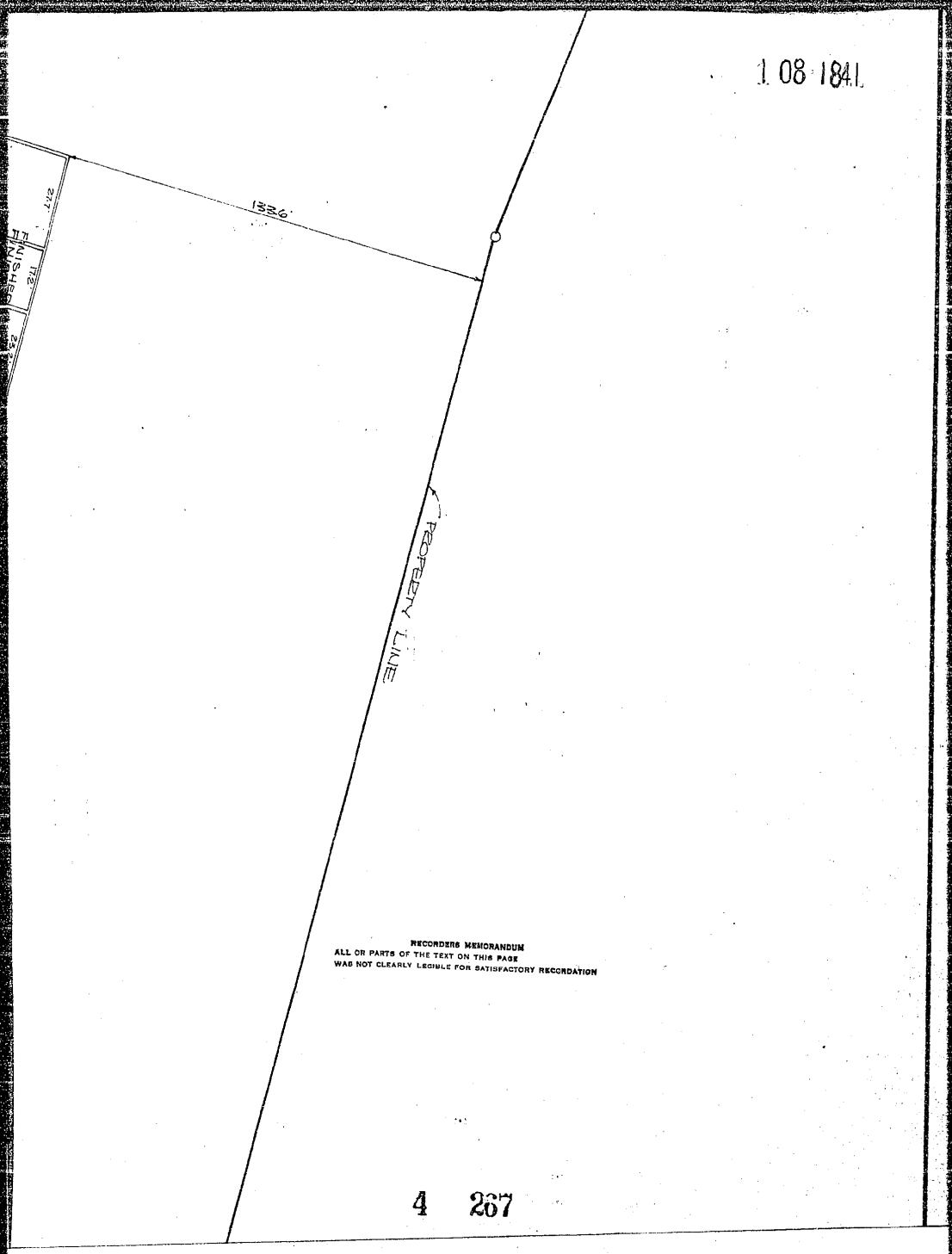

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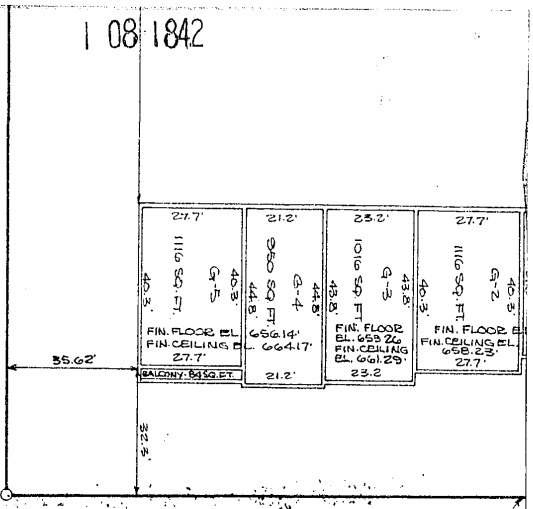
1 08 1842



FISK

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1 08 1842

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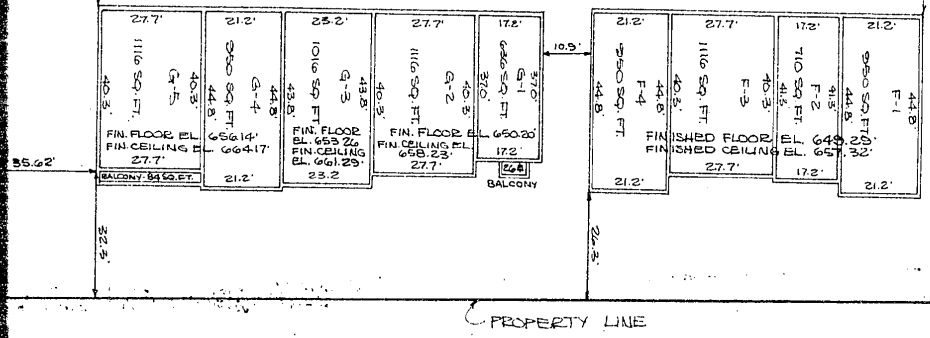

FISKVILLE CEMETERY ROAD
(R.O.W. VARIES)

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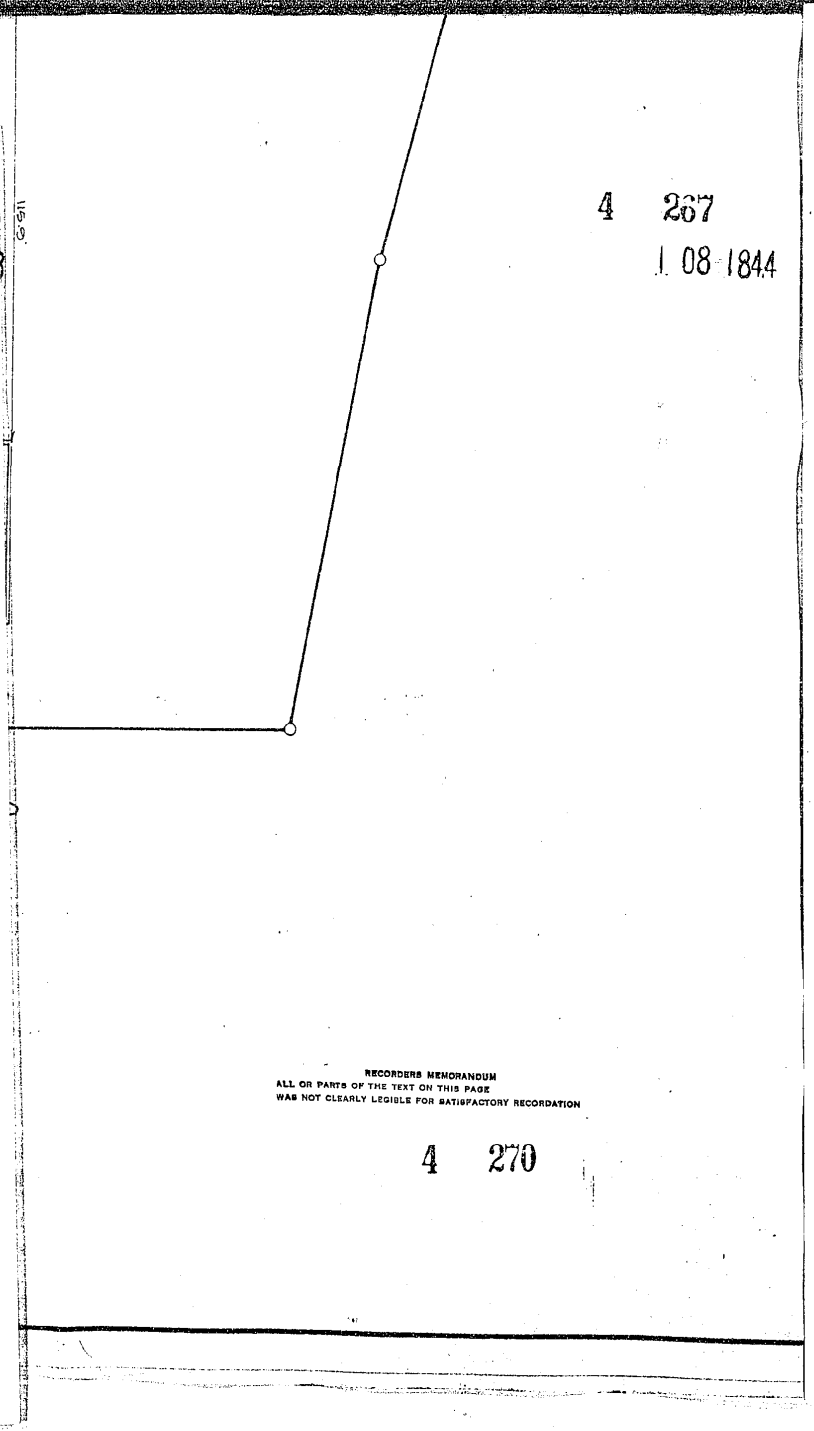

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1 08 1844

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Notes:

1. Square footage shown for apartment units and elements are the areas bounded by the interior surfaces of the perimeter walls, floors, and the exterior surfaces of balconies and terraces.
2. Finished Floor Elevation of Apartments are as shown hereon.
3. Finished Ceiling Elevation of Apartments are as shown hereon.

RECORDER'S MEMORANDUM
ALL OR PARTS OF THE INSTRUMENT
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4 271

EXHIBIT "C"

BY-LAWS

of

COURTLANDT PLACE
CONDOMINIUM

ARTICLE I

GENERAL

1.1 NAME: This condominium project shall be known as Courtlandt Place Condominium.

1.2 DEFINITIONS: Reference is made to all those certain terms defined in the Declaration (the "Defined Terms"). Unless the context shall expressly provide otherwise:

(A) Defined Terms are used herein as defined in the Declaration.

(B) "Austin" means the City of Austin, located in Travis County, Texas.

(C) "Business Hours" are the hours from 10:00 A.M. to 6:00 P.M. on Monday, through Friday, inclusive, and from 10:00 A.M. to 6:00 P.M. on Saturdays, excluding legal holidays observed in Austin by general business entities.

(D) "Initial Sales Period" means and includes that period commencing on the date on which the Declaration is filed for record in the Office of the County Clerk of Travis County, Texas, and terminating either (a) upon the expiration of the next succeeding twenty-four (24) calendar months following such date of recordation, or

(b) upon the closing of sale of the last Condominium by Declarant, whichever time period is shorter.

1.3 APPLICATION: The Project Property and the use and occupancy thereof and all Co-Owners, mortgagees, tenants and occupants of Condominiums and their employees and any other persons who may use the facilities of the Project in any manner are subject to the Condominium Documents and all covenants, agreements, restrictions, easements and declarations therein contained. The acceptance of a deed or a lease or the use or occupancy of a Condominium shall constitute an agreement that the Condominium Documents are accepted, ratified and adopted by such grantee, lessee, user and/or occupant and that all terms, conditions, agreements and covenants contained in the Condominium Documents will be complied with fully by such party.

1.4 OFFICE: The Courtlandt Place Condominium office (the "Project Office") shall be located at 9009 North Plaza Road, Unit 115, Austin, Travis County, Texas, or such other location in Austin as the Board may designate from time to time by written notice to all Co-Owners, Representatives and Listed Mortgagees.

1.5 All of the provisions of these By-Laws are subject to the terms and provisions of Schedule "C" attached hereto and made a part hereof for all purposes.

ARTICLE 2

BOARD OF MANAGERS

2.1 NUMBER AND QUALIFICATION: The affairs of the

Project shall be governed by the Board of Managers composed of five (5) Co-Owners. Members of the Board are hereinafter referred to as "Board Members" or "Members".

2.2 ELECTION AND TERM OF OFFICE: At the first annual or special meeting of the Council following the termination of the Initial Sales Period elections shall be held for the members of the first elected Board. Thereafter elections for Board Members shall be conducted only at the annual meeting of the Council provided for in Section 5.1 hereof. Board Members shall be elected at large and those five candidates receiving the greatest number of votes shall be deemed elected to the Board. Board Members shall hold office until their successors have been elected and commence their first meeting. Board Members shall hold office for a term of one year commencing with the date of the Annual Organizational Meeting provided for in Section 2.4 hereof; provided, however, if members of the first elected Board are elected at a special Council meeting, such members shall hold office only until the organizational meeting following the next regular annual Council meeting.

2.3 REMOVALS; VACANCIES: At any regular or special meeting of the Council duly called and conducted, any one or more regularly elected Board Members (but not "Initial Members" as that term is hereinafter defined) may be removed with or without cause by a vote of more than fifty percent (50%) of the total number of votes available to all of the Co-Owners as set forth in Exhibit B to the Declaration, and a successor may then and there be elected by a similar vote of the Co-Owners to fill the vacancy thus created. Any Member whose

removal has been proposed by the Co-Owners shall be given an opportunity to be heard and to present evidence and witnesses at a Council meeting prior to any vote relating to the removal of such Member.

Vacancies in the Board caused by any reason other than the removal of a Member by a vote of the Council shall be filled by vote of the majority of the remaining Board Members, even though they may constitute less than a quorum; and each Co-Owner so elected shall be and remain a Board Member until a successor is elected at the next annual meeting of the Association.

2.4 ANNUAL ORGANIZATION MEETING: The first meeting of the Board following each Annual Meeting of the Council shall be held within 10 days thereafter, at such time and place in Austin as shall be fixed by the Co-Owners at such Annual Meeting, and no notice shall be necessary in order legally to constitute such meeting.

2.5 REGULAR MEETINGS: Regular meetings of the Board may be held at such time and place in Austin as the Board shall from time to time determine; provided, however, the Board shall be required to meet not less than once each calendar quarter. Notice of the time and place of regular meetings shall be given to every Member by mail at least three (3) days prior to the date of such meeting.

2.6 SPECIAL MEETINGS: Special meetings of the Board may be called by the President on two (2) days notice to every member given by mail or telegraph and stating the time, place in Austin and purpose of the meeting. Special

meetings shall be called by the President or Secretary in like manner and on like notice on the written request of any Member.

2.7 WAIVER OF NOTICE: Whenever notice of a meeting of the Board is required to be given under any provision of the By-Laws, a written waiver thereof, executed by a Member before or after the meeting and filed with the Board Secretary, shall be deemed equivalent to notice to the Member executing the same. Attendance at a meeting by any Member shall constitute a waiver of notice of such meeting by such Member if such Member attends the meeting without protesting such lack of notice prior to or at the commencement of such meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in any written waiver of notice.

2.8 ACTION WITHOUT MEETING: Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all the Members consent to the action in writing and the written consents are filed with the records of the proceedings of the Board.

2.9 VOTING; QUORUM OF THE BOARD: DETERMINING VOTE; ADJOURNMENT OF MEETINGS: Each Member shall be entitled to cast one vote with respect to each issue before the Board. The presence in person of three (3) Board Members shall be a quorum at any Board meeting. The vote of a simple majority of Board Members shall bind the Board, the Council and each Co-Owner as to any matter within the powers and duties of the Board; provided, however, neither the quorum nor simple

majority voting provisions set forth above shall apply in respect of any issue regarding which any of the Condominium Documents specify a greater or lesser percentage for either or both the quorum or voting margin required to bind the Board. Any Board meeting which cannot be held because of the absence of a quorum shall be deemed adjourned to a later time. Any matter in respect of which the Board vote is tied or otherwise deadlocked shall be deemed defeated.

2.10 POWERS AND DUTIES: The Board shall have the powers and duties necessary for administration of the affairs of the Project and may do all such acts and things except as by law, the Declaration, or the By-Laws may not be delegated to the Board by the Council. In exercising its powers and duties, the Board shall take as its standard the maintenance of the general character of the Project as a residential condominium development of the first class in the quality of its maintenance, use and occupancy. Such powers and duties of the Board shall be exercised in accordance with and subject to all provisions of the Condominium Documents and shall include without limitation powers and duties to:

(A) Operate, care for, maintain, repair, and replace the Common Elements and employ personnel necessary or desirable therefor. Such operation shall include without limitation the furnishing of such common services ("Common Services") as the Board may from time to time determine are necessary or economically desirable to achieve or maintain the above standard.

(B) Adopt the annual budget and determine Common Expenses and Assessments.

(C) Collect Assessments.

(D) Adopt and amend Rules and Regulations covering the details of the operation and use of the Project.

(E) Open and maintain bank accounts and designate the signatories required therefor.

(F) Manage, control, and otherwise deal with the Common Elements, including the power to temporarily interrupt the normal functioning of the Project, including Common Services, to facilitate performance of any maintenance or repair or the making of additions, alterations or improvements authorized by the Board or the Council. In exercising such power of interruption, the Board shall use all reasonable efforts to minimize disruption of operations within the Project.

(G) Purchase or lease as lessee, or otherwise acquire in the name of the Board, or its nominee, corporate or otherwise, Condominiums offered for sale or lease or surrendered by their Co-Owners to the Board.

(H) Purchase Condominiums at foreclosure, execution or similar sales in the name of the Board, or its nominee, corporate or otherwise.

(I) Own, sell, lease as lessor, encumber, and otherwise deal in, but not vote with respect to, Condominiums acquired by the Board or its nominee, corporate or otherwise.

(J) Obtain insurance for the Project Property and enter into Insurance Trust Agreements similar in form and substance to Exhibit "D" to the Declaration.

(K) (i) Make additions and improvements to and alterations of the Common Elements, and (ii) make repairs to and restoration of the Project Property after damage or destruction by fire or other casualty, or as a result of eminent domain proceedings.

(L) Enforce by any legal or equitable remedies available all obligations of the Co-Owners or any of them to the Board under the provisions of the Act and the Condominium Documents. If a Co-Owner persists in any default in the performance of the foregoing obligations, the Board may without prejudice to any other remedy require such defaulting Co-Owner to post a bond to secure future compliance with such obligations.

(M) Appoint auditors and engage legal counsel.

(N) Appoint or employ an Administrator and delegate thereto any duties of the Board under Clauses (A) & (C) of this Section 2.10 together with any duties or functions performable by the

Administrator under other provisions of the Condominium Documents; provided, however, in connection with the appointment or employment of an Administrator, the Board shall:

(1) whenever economically practicable employ professional management experienced in managing condominium developments; and

(2) require any contract of employment be (a) for a term not exceeding one (1) year; (b) renewable only upon the consent of the Board, which consent shall not be given sooner than two (2) months prior to each renewal date and (c) terminable for cause by either party thereto.

(O) Conduct litigation and be subject to suit as to any course of action involving the Common Elements or arising out of the enforcement of the provisions of the Condominium Documents.

(P) Make contracts in connection with the exercise of any of the powers and duties of the Board. All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by the President or a Vice President, and the Treasurer or Secretary. The officers, Representatives and Administrator shall have no personal liability with respect to any contract made

by any of them, in good faith and on behalf of the Association. Liability of each Co-Owner arising out of any contract or out of the indemnity provided for in Section 4.2 in favor of the officers and of the Representatives shall be in proportion to such Co-Owner's General Common Interest. Every agreement made by any officers or the Board or the Administrator on behalf of the Project shall provide that the officers, Representatives, or the Administrator, as the case may be, are acting only as agents for the Co-Owners and shall have no personal liability thereunder (except as Co-Owners) and that each Co-Owner's liability thereunder shall be in proportion to such Co-Owner's General Common Interest.

(Q) Enter into contracts, employ personnel and take any other reasonable action to provide for the security of the Project Property, and delegate such of these powers to the Administrator when, to such extent and under such conditions as the Board may at any time, and from time to time determine appropriate.

(R) Establish, maintain and manage bank accounts and delegate such duties relative thereto to the Administrator when and under such conditions as the Board may at any time and from time to time determine appropriate.

(S) Take all other actions the Board deems necessary and proper for the sound management of the Project and fulfillment of the terms and provisions of The Act and the Condominium Documents; including, without limitation the purchase and/or leasing on behalf of the Project of such personal property and/or fixtures as the Board determines to be reasonably necessary or desirable for use in Common Element areas.

Any other express or implied provision of the Condominium Documents to the contrary notwithstanding, any power of the Board to own, lease as lessor or otherwise deal with a Condominium owned by the Board or its nominee shall never be exercised for the sole or primary purpose of producing income for the benefit of the Co-Owners. Furthermore, no such income or profit as is derived by such ownership of a Condominium by the Board or its nominee may accrue to the benefit of any individual Co-Owner in an amount greater than that amount which will exactly offset such Co-Owner's Assessments.

In the case of those powers and duties specified in Subsections (G), (H), (I), and (K)(i) of this Section 2.10, the Board may exercise the same only if it is authorized to do so by a simple majority vote of the Co-Owners held at any regular or special meeting of the Council. The Board shall not be obligated to take any action or perform any duty imposed upon it requiring any expenditure of monies unless

in the Board's opinion there are sufficient funds available therefor.

2.11 COMPENSATION: No Member shall receive compensation for acting as such, but shall be entitled to reimbursement from the Board, chargeable as a General Common Expense, for reasonable out-of-pocket disbursements made by such Member in the performance of his duties. No Member shall be obligated to make any such disbursements.

2.12 LIABILITY OF THE BOARD TO CO-OWNERS: No Member shall be liable to any Co-Owner for either his own mistake of judgment or negligence or the mistake of judgment or negligence of any other Member, or otherwise be liable to any Co-Owner, except for his own individual, willful, gross misconduct, gross negligence or action taken in bad faith or plainly contrary to the clear and express provisions of the Act, the Declaration or the By-Laws.

2.13 INITIAL MEMBERS: The Initial Members ("Initial Members") of the Board shall be those persons appointed as such by the Declarant in Schedule "A" attached hereto and made a part hereof. Such Initial Members shall (except as otherwise herein provided) have the same powers, duties and responsibilities and be subject to the same limitations as regularly appointed Members; provided, however, Initial Members and their appointed successors need not be Co-Owners, and may be removed from and their successors appointed to the Board by Declarant without any requirement of meeting a election. Declarant shall notify all Co-Owners promptly upon the removal of any Initial Member and the appointment of a successor Initial Member. Initial Members shall not have the power of appointment provided in Section 2.3 hereof.

Each Initial Member shall hold office until his successor is appointed or elected at the first annual or special meeting following the termination of the Initial Sales Period.

2.14 DEADLOCKED VOTES: If any vote of the Council or Board is tied or otherwise deadlocked, this fact shall be communicated to the members, if any, of such organization eligible to vote in such election who were absent (the "Absentees" whether one or more) from the meeting during the tied or deadlocked vote. The Absentees shall thereupon cast their votes as to the tied or deadlocked issue. If such Absentees' votes break the tie or deadlock the voted upon issue shall be deemed regularly passed or defeated, as the case may be. Any issue with respect to which the votes remain tied or deadlocked after the Absentees, if any, have voted shall be deemed defeated.

ARTICLE 3

OFFICERS

3.1. DESIGNATION; QUALIFICATIONS: The principal officers of the Board shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may from time to time elect a Vice President, an Assistant Treasurer, an Assistant Secretary, and such other officers as it shall determine.

3.2. ELECTION OF OFFICERS: The President, Secretary and Treasurer shall be, and other officers may be, elected by the Board at its annual organization meeting or failing such election at any other meeting and shall hold office until their respective successors are elected; provided,

however, no one Member may simultaneously hold the offices of either President or Vice President and Treasurer or Secretary.

3.3. REMOVAL OF OFFICERS: Upon the affirmative vote of a simple majority of the Board Members, any officer may be removed, either with or without cause, and his successor may be elected by the Board.

3.4. PRESIDENT: The President shall be the chief executive officer of the Board. He shall preside at all meetings of the Council and of the Board. He shall have power to appoint such committees as the Board may in its discretion decide are appropriate to assist in the conduct of the affairs of the Project. He shall perform such other duties as may from time to time be imposed upon him by the Board.

3.5. TREASURER: The Treasurer shall have general fiscal responsibility for the Project and shall keep or cause to be kept full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of such depositories as may from time to time be designated by the Board.

3.6. VICE PRESIDENT: The Vice President, if any, shall preside at meetings of the Board and the Council whenever the President shall be absent. If neither the President nor a Vice President is able to act, the Board shall appoint some other person to act in the place of the President on an interim basis. The Vice President shall

also perform such other duties as may from time to time be imposed upon him by the Board or the President.

3.7. SECRETARY: The Secretary shall keep the records of proceedings of the Board, the Council and all other records relating to the Project except financial records and books of account. He shall perform such other duties as may from time to time be imposed upon him by the Board.

3.8. COMPENSATION OF OFFICERS: Although no officer shall be obligated to make any such disbursement, every officer shall be entitled to reimbursement from the Council or the Board, chargeable as a General Common Expense, for reasonable out-of-pocket disbursements by him in the performance of his duties. To the extent determined by the Board, and consented to by not less than sixty-six and two-thirds percent (66-2/3%) of the total number of votes of all the Co-Owners as set forth in Exhibit B, officers shall also receive, chargeable as a General Common Expense, reasonable compensation for services performed as officers.

ARTICLE 4

MISCELLANEOUS PROVISIONS AS TO OFFICERS AND REPRESENTATIVES

4.1. CONTRACTS WITH INTERESTED PARTIES: Any officer, other Member or Administrator who is a member, officer or employee of, or in any other manner affiliated with, any individual, group, association, partnership, corporation, joint venture, or other organization (collectively "Affiliated Entities") which transacts any business with the Council, Board or Administrator (in such capacities) shall not be disqualified by reason of such office, employment or other affiliation with such Affiliated Entity from participating

with respect to the authorization, execution, delivery or performance of any contract between the Board and any such Affiliated Entity; provided that such office, employment or other affiliation shall have been disclosed in writing to the Board before the Board's authorization of such contract and provided further that the Board determines that such contract shall contain no terms which are not reasonably competitive with terms that would have been reasonably obtainable at the same time and under the same or similar circumstances from similarly qualified persons or firms other than such Affiliated Entity.

4.2. INDEMNIFICATION: The Co-Owners shall defend, save harmless and indemnify each officer and Member past, present and future against all costs, expenses and liabilities, including the amounts of judgments, amounts paid in compromise settlements and amounts paid for services of counsel and other related expenses, which may be incurred by or imposed on him in connection with any claim, action, suit, proceeding, investigation or inquiry hereafter made, instituted or threatened in which he may be involved as a party or otherwise by reason of any act or omission permitted, undertaken, authorized or approved by him while acting in his capacity as an officer or Member whether or not he has continued in such capacity until or beyond the time such costs, expenses or liabilities are incurred or imposed. Provided, however, no such indemnity may be required of any Co-Owner for any such costs, expenses or liabilities, so imposed or incurred as relate to matters regarding which such officer or Member shall, in such action, suit or proceeding, be finally adjudged to be liable by reason of his own individual, willful, gross

misconduct, gross negligence or action taken in bad faith or plainly contrary to clear and express provisions of the Act or the Condominium Documents. The foregoing right of indemnification shall not be exclusive of other rights to which any such officer or Member may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and other legal representatives of each such officer and Member.

ARTICLE 5

COUNCIL MEETINGS

5.1. ANNUAL MEETINGS: The first annual Council meeting shall be held at the Project Office at 7:00 P.M. on a date not later than the thirtieth (30th) day following written notice by Declarant given to each Co-Owner by mail. Such notice by Declarant to each Co-Owner must be given not later than the thirtieth (30th) day following the date on which the sale by Declarant of the tenth (10th) Condominium is consummated. Thereafter, the annual Council meeting shall be held on the first (1st) day of December in each succeeding year. Subsequent to the termination of the Initial Sales Period, the Board shall be elected at such meetings. If no such meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu thereof, and any action taken at such meeting shall have the same effect as though and shall be deemed to have been taken at the annual meeting.

5.2 SPECIAL MEETINGS: The President or Secretary shall call a special Council meeting at the direction of the Board or upon a petition signed and delivered to the Secretary by ten percent (10%) of the Co-Owners.

5.3 PLACE OF MEETINGS: The annual and all special Council meetings shall be held at the Project Office or at such other place in Austin as the Board may designate.

5.4 NOTICE OF MEETINGS; WAIVER OF NOTICE: The Board Secretary shall mail to each Co-Owner a notice of each annual Council meeting, other than the first annual meeting, and of each special Council meeting, at least 7 days but not more than 30 days prior to the meeting, stating therein the purpose of the meeting and the time and place where it is to be held. Whenever notice of a Council meeting is required to be given under any provision of the By-Laws, a written waiver thereof, executed by a Co-Owner before or after the meeting and filed with the Secretary shall be deemed equivalent to notice. Attendance of a Co-Owner at a meeting shall constitute a waiver of notice of such meeting if such Co-Owner attends the meeting without protesting such lack of notice prior to or at the commencement of such meeting. Neither the business to be transacted at, nor the purpose of, any Council meeting need be specified in any written waiver of notice.

5.5 ADJOURNMENT OF MEETINGS: If any Council meeting cannot be held because of the absence of a quorum, a majority of the voting interest of the Co-Owners who are present at such meeting may adjourn the meeting to a later time.

5.6. VOTING AND OTHER ACTIONS BY CO-OWNERS: At any Council meeting, every Co-Owner may act in person or by written proxy which has been signed by such Co-Owner, is dated not more than six (6) months before the meeting,

contains no terms inconsistent with the present exercise thereof and has been filed with the Secretary prior to the meeting at which it is employed. The designation of any proxy shall be revocable at any time prior to exercise thereof by written notice similarly filed. Each Co-Owner shall be entitled to cast with respect to any Condominium owned by such that number of votes designated in the Declaration. Votes appurtenant to a single Condominium shall be cast on the same side of any question. Any action required or permitted to be taken at any Council meeting may be taken without such a meeting if all the Co-Owners consent to the action in writing and the written consents are filed with the records of the Council proceedings. Such consents shall be treated for all purposes as a vote at a meeting.

5.7. QUORUM: Except as otherwise provided in the Condominium Documents, the presence in person or by proxy of Co-Owners entitled to seventy-five percent (75%) of the total number of votes of all Co-Owners as set forth in Exhibit B shall constitute a quorum at all meetings of the Co-Owners.

5.8. DETERMINING VOTE: Except as otherwise provided in the Condominium Documents, the vote of fifty-one percent of the total number of votes of all Co-Owners, as set forth in Exhibit B shall be binding upon the Board and all Co-Owners as to any matter within the powers of the Council.

ARTICLE 6

OPERATION OF THE PROPERTY

6.1. DETERMINATION OF COMMON EXPENSES, ASSESSMENTS AND CO-OWNER CHARGES: The books of the Board shall be kept on

the cash basis of accounting. The fiscal year of the Board shall be the calendar year unless otherwise determined by the Board and permitted by law. The Budget and Assessments shall be determined by the Board in accordance with Article 5 of the Declaration. In addition to expenses so denominated elsewhere in the Condominium Documents the following shall be deemed General Common Expenses:

(A) amounts necessary to make up any deficit in Common Expenses for any prior period; provided, however, such amounts as are necessary to make up deficits for Limited Common Expenses shall also be Limited Common Expenses chargeable in the same manner and proportion and to the same Co-Owners as in the case of the expense suffering the deficit; and

(B) amounts necessary to purchase any Condominium purchased or proposed to be purchased by the Board.

6.2. STATEMENT OF COMMON EXPENSES AND CO-OWNER CHARGES: The Board shall promptly provide to any Co-Owner or Listed Mortgagee requesting the same in writing a written statement in recordable form of all Common Expenses and Co-Owner Charges due and to become due as a result of any vote or action of the Board taken prior to delivery of such written statement with respect to any Condominium or Condominiums owned by or mortgaged to such Co-Owner or Mortgagee.

6.3. ALTERATIONS AND IMPROVEMENTS BY CO-OWNERS: No Co-Owner shall make additions, alterations, or improvements

to any of the Common Elements wherever located, including Common Elements located in such Co-Owner's Unit, except that minor alterations in, and minor relocations of, Common Elements located within a Unit may be made with the prior written consent of the Board.

6.4. RULES AND REGULATIONS: Reasonable Rules and Regulations concerning the use of the Project may be adopted and amended from time to time by the Board. Copies of such Rules and Regulations and any amendments thereof shall be furnished by the Board to each Co-Owner prior to their effective date. The initial Rules and Regulations, which shall be effective until amended, are set forth in Schedule "B" attached hereto and made a part hereof.

6.5. INSURANCE: The Board shall maintain the classes of insurance required under Section 10.1 of the Declaration. In addition, the Board:

(A) Shall during any period when any repair or reconstruction of the Project Property is taking place and any of the insurance required under Section 10.1 of the Declaration would not be applicable on account of such repair or reconstruction, obtain and maintain Builder's Risk insurance on the Project Property, with the inclusions and exclusions specified in Article 10 of the Declaration in completed value form against all risks of direct physical loss specified in said Section 10.1 in an amount not less than the full amount of the cost of such repair and restoration as

estimated by the Board or the Trustee, as the case may be. In the event the cost of such insurance is chargeable to the Board, the cost thereof shall be a General Common Expense;

(B) May, upon the majority vote of the Co-Owners, obtain and maintain insurance providing coverage to the Board for loss of payments of continuing Common Expenses in event of damage on account of any risk of direct physical loss specified in Section 10.1 of the Declaration in the amount estimated by the Board as necessary to cover all of such charges in their entirety for a period of two years following damage to the Project Property as a result of such risks;

(C) Shall obtain and maintain fidelity bonds covering Members, officers and employees (including the Administrator) who handle or are responsible for Project funds in an amount for each such person not less than double the amount of such funds as such person shall handle or for which such person shall be responsible on an annual basis; such amount to be determined from year to year;

(D) Shall obtain and maintain insurance indemnifying the Members and officers against liability incurred by them as such Members and officers in an amount not less than $100,000.00----;

(E) May obtain and maintain such other insurance and endorsements to any of the Project

insurance (including endorsements which may diminish by deductible clauses or otherwise, as well as increase, the liability of the insurers) as the Board may from time to time determine to be reasonable and proper; provided, however, that no such endorsements shall be permitted which would operate to reduce any coverage below the minimum amounts required by the Condominium Documents for each class of coverage, and no policy shall have a deductible amount greater than 1.00 % of the face value of such policy.

Duplicate originals of any additional insurance carried by Co-Owners shall be deposited with the Board. If any loss intended to be covered by insurance carried by the Board shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Co-Owner, such Co-Owner shall assign the proceeds of such insurance carried by it, to the extent of such reduction, to the Board for application to the same purposes as the reduced proceeds are to be applied.

6.6. MINIMUM LIMITS OF INSURANCE COVERAGE: Coverage for each class of insurance required under Section 10.1 of the Declaration shall be adjusted from time to time to reflect the changing needs of the Project and values of the Project Property. Such adjustments shall be made in conformity with all applicable provisions of the Condominium Documents; provided, however, in no event may the limits of such coverages be reduced below the following:

(A) Fire Insurance, $1,500,000.00; J. 08 1869

(B) Workmen's Compensation Insurance, as required by law;

(C) Boiler and Machinery Insurance, None;

(E) Water Damage Insurance, as provided in master policy;

(F) Public Liability Insurance, $300,000.00 bodily injury and $100,000.00 property damage single limit; and

(G) Flood Insurance, as required by law.

6.7. TRUSTEE: The Trustee, including any successor thereto, shall be a national banking association, located in Austin, having trust powers and having a Capital and Surplus in excess of $ 3,500,000.00.

ARTICLE 7

MORTGAGES

7.1 NOTICE TO BOARD: A Co-Owner which mortgages its Condominium shall notify the Board of the name and address of its mortgagee and shall file a conformed copy of the mortgage with the Board. Such a mortgage shall be deemed and hereinafter referred to as a "Listed Mortgage" and the holder thereof shall be the "Listed Mortgagee". A Listed Mortgage shall remain "Listed" until the Board shall have received a written notice of release from the Listed Mortgagee thereof, or absent such written notice, until the Board is presented with satisfactory evidence that such Mortgage has been discharged.

7.2. NOTICE OF DEFAULT: The Board, when giving notice to a Co-Owner of a default in paying Common Expenses or Co-Owner Charges or any other default, shall send a copy of such notice to any Listed Mortgagee holding a Listed Mortgage covering the Condominium affected by such default.

7.3. ASSIGNMENT BY CO-OWNER OF RIGHTS AND OPTIONS: All rights of a Co-Owner, including without limitation rights to vote, to grant or withhold any consent, and to exercise any other right or option, may be transferred or assigned in writing to, or restricted in favor of, any Listed Mortgagee. The Board shall be bound by any such assignment or transfer upon receipt of a copy thereof; provided, however, the Board shall not be bound by any such restriction, assignment or transfer to any party not a Listed Mortgagee (except pursuant to the provisions concerning proxies) unless such restriction, assignment or transfer is made simultaneously with a sale, gift or other transfer in fee simple of the Condominium to which such restricted, assigned or transferred interests are appurtenant.

7.4. LIMITATION OF LIABILITY OF LISTED MORTGAGEES: No Listed Mortgagee shall be deemed to have any liability of a Co-Owner under the Condominium Documents by reason of holding a Listed Mortgage unless and until it shall have become a Co-Owner by foreclosure or deed in lieu thereof or has acquired its mortgagor-Co-Owner's rights by assignment pursuant to Section 7.3. above.

ARTICLE 8

PURCHASE, SALE AND MORTGAGE OF CONDOMINIUMS BY THE BOARD

8.1. ACQUISITION OF CONDOMINIUMS BY BOARD; FINANCING THEREOF: Except as otherwise expressly provided in the Condominium Documents, any acquisition of Condominiums by the Board shall be made only with the prior unanimous

approval of the Co-Owners other than the Co-Owner of the Condominium being acquired. Such Acquisition may be made with funds appropriated from the working capital of the Board, or from Assessments to Co-Owners proportional to their respective General Common Interests, or by borrowing or assumption of existing borrowing, provided that such borrowing is secured only by a mortgage on the Condominium or Condominiums so acquired, or by any combination of such three methods, consistent in any event with such prior unanimous approval.

ARTICLE 9

REPAIR OR RESTORATION OF THE PROJECT PROPERTY

9.1. REPAIR OR RESTORATION REQUIRING LEGAL VARIANCE: If any repair or restoration of the Project cannot be carried out in compliance with law, the Board shall use due diligence to obtain a variance, special permit, exception or change in zoning, building or other laws necessary to permit such repair or restoration and the costs thereof shall be a Common Expense. If such variance, special permit, exception or change cannot be obtained, the Board shall make such necessary adjustments in the plans and specifications for the repair and restoration as may be required to comply with law.

ARTICLE 10

RECORDS AND REPORTS

10.1. RECORDS AND REPORTS TO BE MAINTAINED: The Board shall maintain or cause to be maintained:

(A) Records of the membership of the Board, including all appointments, resignations, deaths and removals of Members;

(B) Records of the proceedings of the Board including minutes of its meetings and actions in lieu of votes;

(C) Records of the proceedings of the Council including minutes of their meetings and action in lieu of votes;

(D) Financial records, vouchers authorizing payments, and books of account;

(E) A separate chronological Register of the names and addresses of the Co-Owners and of the Listed Mortgagees, and reflecting all changes in any such names and addresses;

(F) Separate accounts for each Condominium, including the name and address of the Co-Owner thereof and the name and address of any Listed Mortgagee thereof, Assessments and Co-Owner Charges, due dates, amounts paid and unpaid balances;

(G) Copies of the Condominium Documents and plats and floor plans of the Project Property; and

(H) All other documents relating to the Project, including without limitation original copies of all insurance policies taken out and other contracts made by the Board.

Every Co-Owner and Listed Mortgagee and the respective

representatives of the Co-Owners and Listed Mortgagees shall have the right to inspect during usual business hours all documents kept by the Board. A written report summarizing all receipts and expenditures of the Board shall be rendered by the Board to all Co-Owners at least quarter-annually. In addition, an annual report of such receipts and expenditures based upon an audit made and certified by an independent public accountant, shall be rendered by the Board to all Co-Owners within 3 months after the end of each fiscal year. Such annual audit report shall also be provided to each Listed Mortgagee, for which the Co-Owner or Owners of any condominium subject to a Listed Mortgage held by such Listed Mortgagee shall, without regard to the number of condominiums so mortgaged, constitute a Co-Owner charge.

ARTICLE 11

AMENDMENT OF BY-LAWS

11.1. PROCEDURE: Subject to Article 12 of the Declaration the following procedures shall be applicable to any amendment of these By-Laws:

(A) A copy of the proposed amendment shall be provided to each Co-Owner not more than two months nor less than two weeks in advance of the regular or special meeting at which the proposed amendment is to be voted upon.

(B) A proposed amendment shall be deemed adopted upon the affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) in General Common Interest of all the Co-Owners.

(C) An adopted amendment, unless by its own terms a later date is provided for, shall be deemed effective

(1) from the time of its adoption as to all Persons having actual knowledge thereof and all Co-Owners;

(2) from the time of its recordation pursuant to Section 12.1(C) of the Declaration as to all other persons.

ARTICLE 12

MISCELLANEOUS

12.1. NOTICES: All notices to the Board and to any Board Member shall be sent by registered or certified mail to the Board or the Member, as the case may be, addressed to the Project Office, or to such other address in the case of the Board as the Board may hereafter designate from time to time by notice in writing to all Co-Owners and to all Listed Mortgagees. All notices to Listed Mortgagees shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time by notice in writing to the Board.

12.2. STATUS CERTIFICATES: The Board shall deliver on written request of any Co-Owner or Listed Mortgagee, and may in its discretion, deliver on written request of any other person, a certificate setting forth, to the extent requested:

(A) All amendments of the Condominium Documents;

(B) The identity of Board Members and officers;

(C) All defaults of each Co-Owner;

(D) All unpaid Common Expenses and Co-Owner Charges and outstanding liens in favor of the Council and/or the Board affecting each Condominium;

(E) All set-offs or defenses claimed by each Co-Owner against the Board and/or the Council;

(F) An accurate and complete copy of the current budget; and

(G) Any other matter reasonably germane to the affairs of the Project, the Board or Council.

Any persons dealing with the Project, the Council, the Board, any Co-Owner, or any Listed Mortgagee may conclusively rely upon such certificate if the same is executed by the President or Vice President and Secretary or Treasurer then appearing of record to be such officers.

12.3. WAIVER: No restriction, condition, obligation or provision contained in the Condominium Documents shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

12.4. RECORDATION OF BOARD MEMBERSHIP AND OFFICERS: Subsequent to each election or removal or resignation of Board Members and/or officers, the incumbent Secretary shall prepare, certify and cause to be recorded in the Condominium Records in the Office of the County Clerk of Travis County, Texas, a list of such Board Members and/or officers, which

list shall set forth the date such persons shall assume or leave office.

12.5. REQUIRED PROXIES: If title to a Condominium is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Council and thereat to cast whatever vote such joint or organizational Co-Owners might cast if present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the joint or organizational Co-Owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as is provided by this Section 12.5.

WITNESS the execution hereof as of this, the 23rd day of January, 1975.

O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY

By O. Dean Couch, Jr.
O. Dean Couch, Jr.

J. 08 1877

SCHEDULE "A"
TO
EXHIBIT "C"

APPOINTMENT OF INITIAL MEMBERS
TO
BOARD OF MANAGERS

WHEREAS, O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY ("Couch"), shall upon the recordation of the Condominium Declaration to which this Schedule "A" is attached, be the sole owner of all Condominiums in Courtlandt Place Condominium (the "Project"), located in Austin, Travis County, Texas;

NOW, THEREFORE, to permit the orderly functioning of the Project in conformity with the Declaration and Exhibits attached thereto, Couch does hereby appoint the below named persons as the initial members of the Board of Managers, said appointment to become effective immediately upon the filing for record of the Declaration and attached Exhibits:

(1) F. Norman Ankenman

(2) John Mosley

(3) Jack Wranischer

(4) Dale Couch

(5) Michael Couch

WITNESS the execution hereof as of this the 23rd day of January, 1975.

O. DEAN COUCH, JR., doing
business as COUCH MORTGAGE
COMPANY

By: O. Dean Couch
O. Dean Couch, Jr.

J 08 1878

SCHEDULE "B"
TO
EXHIBIT "C"

RULES AND REGULATIONS
OF
COURTLANDT PLACE CONDOMINIUM

Reference is here made for all purposes to that certain Declaration For Courtlandt Place Condominium, and those certain By-Laws of Courtlandt Place Condominium, both of even date herewith and executed by O. Dean Couch, Jr. doing business as Couch Mortgage Company to which Declaration and By-Laws this Schedule "B" is attached. Unless the context hereof shall expressly require otherwise, terms are used herein as defined therein.

I

GENERAL

1. The greens and walkways in front of the Units and the entranceways to the Units shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

2. The exterior of no Unit shall be decorated by any Co-Owner in any manner without the prior written consent of the Board.

3. No article may be hung or shaken from the doors or windows or placed upon the window sills of the Units.

4. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the Common Element areas.

5. No Co-Owner shall make or permit any noises that will unreasonably disturb or annoy any other Co-Owner or do or permit anything to be done which will interfere with the rights, comfort or convenience of such Co-Owners.

6. Each Co-Owner shall keep such Co-Owner's Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

7. No shades, awnings, window guards, ventilators, fans or air conditioning devices shall be used in or about the Buildings except such as shall have been approved by the Board.

8. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Buildings, except such as shall have been approved in writing by the Board, nor shall anything be projected out of any window in the Buildings without similar approval.

9. All garbage and refuse from the Units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board or the Administrator may direct. All disposals shall be used in accordance with the instructions given to the Co-Owner by the Board, Administrator or Declarant. Wet garbage shall, whenever possible, be deposited in the Co-Owner's disposal rather than in garbage containers.

10. Water-closets and other water apparatus in the Buildings shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus shall be paid for by the Co-Owner in whose Unit, or by whose acts, it shall have been caused.

11. No Co-Owner shall send any employee of the Board or the Administrator out of the Project on any private business of such Co-Owner.

12. No bird or animal not permitted under the terms of the Condominium Documents shall be kept or harbored in the Project. In no event shall dogs be permitted in any of the public portions of the Project unless carried or on a leash. Each Co-Owner possessing or maintaining a pet or other animal within the Project shall indemnify and hold harmless the Board and each and every other Co-Owner from and against any loss or liability of any kind or character whatsoever caused by or arising out of the presence of or any acts committed by any such pet or other animal. If a dog or other animal becomes obnoxious to other Co-Owners by barking or otherwise, the owner thereof must cause the problem to be corrected or if it is not corrected, the owner, upon written notice by the Board or Administrator, will be required to dispose of the animal.

13. The agents of the Board or the Administrator, and any contractor or workman authorized by the Board or the Administrator, may enter any Unit, patio, carport or garage during the Business Hours for any purpose permitted under the terms of the Condominium Documents. Except in case of emergency, entry will be made by prearrangement with the Co-Owner, as provided in the Declaration and By-Laws.

14. The Board may retain a pass key to each Unit. No Co-Owner shall alter any lock or install a new lock on any door leading into the Unit of such Co-Owner without prior

notice to the Board; provided, however, if the Board has exercised its right to retain a pass key, such notice shall be accompanied with a pass key suitable for use with such altered or new lock.

15. No vehicle belonging to any Co-Owner or to a member of the family or guest, tenant or employee of Co-Owner shall be parked in such manner as to impede or prevent ready access to another Co-Owner's carport or garage. The Co-Owners, their employees, servants, agents, visitors, licensees and the Co-Owner's family will obey the parking regulations posted at the private streets, parking areas, and drive and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Co-Owners.

16. No Co-Owner shall cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants, approaching or upon any of the driveways or parking areas serving the Project.

17. No Co-Owner may permit his guests, tenants or members of his family to use carports or garages owned by other Co-Owners.

18. All damage to the Units caused by the moving or carrying of any article therein, thereto or therefrom shall be paid by the Co-Owner responsible for the presence of such article.

19. Water shall not be left running any unreasonable or unnecessary length of time.

20. No Co-Owner shall use or permit to be brought into the Buildings (including carports and garages) any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine,

or other explosive or articles deemed extra hazardous to life, limb or property, without in each case obtaining written consent of the Board or Administrator.

21. The Co-Owners shall not be allowed to put their names on any entry of the Units or Buildings, except in the proper places provided by Declarant, the Board or Administrator for such purpose.

22. The Co-Owners shall close all windows when necessary, to avoid possible damage from storm, rain or freezing.

23. No Co-Owner shall do any painting of the exterior of the Buildings, including, without limitation, the patio, fences, carport, garage and storage areas.

24. The swimming pool may be used by Co-Owners, members of their families and their guests. No alcoholic drinking shall be permitted in pool area. The Co-Owners, members of their families and guests must abide by the swimming pool rules as posted in the pool area. Personal copies shall be available upon request.

25. Any Co-Owner wishing to plant flowers, trees or shrubs outside the Building in which his Unit is situated must obtain the prior written permission of the Board or the Administrator.

26. The Co-Owners must keep the interior of patios, storage sheds, garages and carports clean and free from obstructions. The Board and the Administrator assume no liability for loss or damage to articles stored in patios, storage sheds, garages or carports.

27. Any damage to the Buildings or Common Element areas or equipment caused by the children, other members of the family or guests of a Co-Owner shall be repaired at the expense of such Co-Owner.

28. Co-Owners shall be held responsible for the actions of their children and their guests.

29. Children should be allowed to play in designated play areas, private patios, carport areas and service streets, etc. only. They should not be allowed to play on greens or in entranceways in front of the Units.

30. Complaints regarding the management or administration of the Project or regarding actions of other Co-Owners shall be made in writing to the Board or Administrator.

31. Any consent or approval given under these Rules and Regulations by the Board or Administrator shall be revocable at any time upon written notice.

32. These Rules and Regulations may be added to, repealed or amended at any time or from time to time by the Board as provided in the Condominium Documents.

II

SWIMMING POOL

33. The swimming pool and swimming pool area are for the use of the Project residents and their invited guests.

34. All guests 18 years of age or under must be accompanied by an adult resident at all times.

35. All guests over 18, when not accompanied by a resident, must present a guest card. Guest cards may be obtained by the residents from Board members or the Administrator.

36. Except by prior arrangement with the lifeguard or other pool attendant, the number of guests in one group in the pool at any time will not exceed four (4).

37. No group of guests over four will be allowed on Saturday and Sunday.

38. Every Monday from 1 P.M. to 9 P.M. the pool will be open only to persons over 18 years of age.

39. Residents are reminded that they are responsible for the conduct of their guests at all times.

40. Residents will sign the register for themselves and their guests when entering the pool area for swimming.

41. Swimming pool hours will be as posted from time to time in the pool area.

42. The swimming pool attendant is in charge of bathing and safe conduct in the swimming pool area. Please respect his judgment and authority in enforcing safety and sanitation regulations.

43. Any person having any apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharges, or any communicable disease shall be excluded from the pool.

44. No boisterous or rough play, except supervised water sports, is permitted in the pool, on diving board, or in the pool area.

45. Spitting, spouting water, and blowing nose in the pool, etc. are prohibited.

46. Solo swimming (swimming alone when no other person is in the immediate pool area) is prohibited.

47. Double bouncing on diving board is prohibited.

48. Drinking alcoholic beverages in the pool area is prohibited.

48. No horseplay. . . . No running. . . . Please walk.

49. The use of glassware or glass bottles, etc. in the pool area is prohibited.

50. All individuals will take a shower before entering the swimming pool and will provide their own towels.

51. Attire will conform to conventional swimming suits.

52. It is requested that all individuals cooperate in maintaining maximum cleanliness and tidiness in the swimming pool area.

53. Tobacco, beverages, or food will not be taken within 8 feet of the swimming pool.

54. No children in diapers will be allowed in the pool.

55. No pets are allowed in the swimming pool or the club house area.

MEMBERS OF THE BOARD OF MANAGERS
OF COURTLANDT PLACE CONDOMINIUM

(NO SEAL)

T. Norman Ankenman

John Mosley

Jack Weinacker

Dale Couch

Michael Couch

SCHEDULE "C"
TO
EXHIBIT "C"

I 08 1886

PROJECT ADMINISTRATION
DURING
DEVELOPMENT PERIOD

Reference is here made for all purposes to that certain Declaration For Courtlandt Place Condominium and those certain By-Laws for Courtlandt Place Condominium, both of even date herewith and executed by O. Dean Couch, Jr., doing business as Couch Mortgage Company, to which Declaration and By-Laws this Schedule C is attached. Unless the context hereof shall expressly require otherwise, terms are used herein as defined therein.

Any express or implied provision of any of the Condominium Documents to the contrary notwithstanding, during the Initial Sales Period the following provisions shall control and shall, during such Initial Sales Period, be deemed to supersede any conflicting provisions of the Condominium Documents.

(A) During the Initial Sales Period, Declarant shall:

(1) as to each Condominium owned by Declarant, be deemed to have a number of votes in the Council equal to three times the number of votes assigned to each such Condominium in Exhibit B to the Declaration;

(2) have the sole right and power to appoint and at any time and from time to time to remove and replace any or all of the Initial Members.

(3) have the sole right and power to appoint or employ and at any time and from time to

time remove and replace the Administrator.

(B) Notwithstanding Paragraph (A) of this Schedule C, Declarant shall have no preferential or superior voting rights in respect of any vote regarding (i) a Special Assessment for other than budgeted expenses as provided in Section 5.6 of the Declaration, or (ii) obsolescence of the General Common Elements as provided in Section 8.5 of the Declaration.

(C) The terms and provisions of the Condominium Documents shall be deemed superseded and controlled by the provisions of this Schedule C only to the extent that the terms and provisions thereof are in direct conflict with the provisions hereof.

(D) Declarant may terminate the Initial Sales Period earlier than provided in Section 1.2(D) of the By-Laws by written instrument declaring the Initial Sales Period terminated, which instrument shall be signed and acknowledged by Declarant and filed for record in the Condominium Records, in Travis County, Texas.

(E) The Initial Sales Period shall not be renewed or extended and any termination thereof under Paragraph (D) of this Schedule C shall be deemed irrevocable.

(F) Upon the termination of the Initial Sales Period as provided in Paragraph (D) of this Schedule C or as provided in Section 1.2(D) of the By-laws this Schedule C shall be deemed automatically voided and of no further force or effect.

EXHIBIT "D"

I 08 1888

INSURANCE TRUST AGREEMENT

THIS INSURANCE TRUST AGREEMENT executed this 24th day of January, 1975, between COURTLANDT PLACE CONDOMINIUM BOARD OF MANAGERS, a non-profit unincorporated association ("Board") and CITY NATIONAL BANK OF AUSTIN, a national banking association with offices and principal place of business in Austin, Travis County, Texas, as Insurance Trustee ("Trustee");

W I T N E S S E T H:

WHEREAS, a signed counterpart of that certain Condominium Declaration (the "Declaration") for Courtlandt Place Condominium (the "Project") of even date herewith executed by O. Dean Couch, Jr., doing business as Couch Mortgage Company, has been delivered to Trustee and is incorporated herein for all purposes; and

WHEREAS, the Declaration provides that certain insurance shall be purchased by the Board and that the policies and endorsements thereon shall be deposited with the Trustee and that payment of losses thereunder, as well as the proceeds of condemnation awards, shall be made to the Trustee subject to the following conditions and limitations; and

WHEREAS, this Insurance Trust Agreement is entered into to effectuate the intents and purposes of the Declaration with respect to such proceeds of insurance and condemnation awards;

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration each to the other in hand paid, the receipt of which is hereby acknowledged, and the further consideration of the mutual covenants herein contained, the Board and the Trustee agree as follows:

1. Minimum Proceeds Requiring Intervention by Trustee. Insurance proceeds and/or condemnation awards and related assessments by the Board, if any, shall be made payable to the Trustee if, and only if, the value of the loss resulting in the payment of such proceeds or awards is greater than Fifty Thousand and No/100 Dollars ($50,000.00). In all other events the proceeds or awards shall be payable directly to and the assessments, if any, shall be retained by the Board. As hereinafter used, the terms "Qualified Insurance Proceeds", "Qualified Condemnation Awards", and "Qualified Assessments" shall mean only such proceeds, awards and assessments as are required under the terms of this section to be paid to the Trustee.

2. Proceeds to be Paid to Insurance Trustee. All Qualified Insurance Proceeds payable on account of damage to or destruction of the Project and all proceeds of any Qualified Condemnation Award payable for any taking or any damage to the Project, and the proceeds of any Qualified Assessment made pursuant to the Declaration due to the insufficiency of any insurance proceeds or condemnation award, shall be paid to the Trustee for the benefit of the Board and the individual owners of the units comprising the Project, hereinafter called the "Co-Owners", and their mortgagees as their interests may appear. All insurance policies shall so provide and such policies and the endorsements thereon shall be deposited with Trustee. If in the Trustee's good faith judgment, the proceeds received by it are insufficient to repair and reconstruct the Project and such repair or reconstruction is required by the Declaration or elected by the Co-Owners, the Trustee may require the

Board to assess the Co-Owners pursuant to the Declaration and deposit the proceeds of such assessment with the Trustee prior to disbursing any funds hereunder. The Judgment of the Trustee may be based upon the written opinion of an architect or qualified construction estimator selected by the Trustee and approved by the Board which approval shall not be unreasonably withheld.

3. Use of Proceeds. The Qualified Insurance Proceeds and Qualified Condemnation Awards received by the Trustee shall be distributed to or for the benefit of the said beneficial owners in the following manner:

(a) All expenses and fees of the Trustee shall be first paid or provision made therefor.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as hereinafter provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to the Co-Owners and their mortgagees being payable jointly to them.

(c) If it is determined that the damage for which the proceeds are paid shall be not reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Co-Owners and their mortgagees being payable jointly to them.

(d) The determination as to whether the Project is to be repaired or reconstructed shall be made in the manner set forth in the Declaration. The Trustee shall have no responsibility to make such determination. The Trustee may rely upon a certificate by the Board made

by its President and Secretary as to such determination, as to the procedures for making such determination having been duly followed, and as to the names of the Co-Owners and their respective mortgagees and respective shares of any distribution.

4. Construction Advances. If the Qualified Insurance Proceeds or Qualified Condemnation Awards received by the Trustee are to be used to defray the costs of repairing or reconstructing the Project, such proceeds shall be disbursed for such purposes as follows:

(a) If the repair or reconstruction work is structural or if the cost of the work as estimated by the Trustee shall exceed Fifty Thousand and No/100 Dollars ($50,000.00), the work shall be in charge of an architect or engineer acceptable to the Trustee; and before the Board may commence any work other than temporary work to protect property, the Board shall be required to submit all plans and specifications to Trustee for its approval, which approval shall not be unreasonably withheld or delayed. The approval of the Trustee may be predicated upon the written opinion of an architect selected by the Trustee and approved by the Board, which approval shall not be unreasonably withheld, substantially to the effect that to the extent feasible, said plans and specifications shall provide for such work that, upon completion thereof, the Project shall be at least equal in value and general utility to the Project as it existed prior to the damage, destruction or taking.

(b) Each request for payment shall be made on seven days' prior notice to the Trustee and shall be accompanied by a certificate to be made by an executive or fiscal officer of the Board, and, if an architect or engineer is required under paragraph (a) of this article, by such architect or engineer, stating (i) that all of the work completed has been done in compliance with the approved plans and specifications if any be required under paragraph (a); (ii) that the sum requested is justly required to reimburse the Board for payment by the Board to or as justly due to the contractors, subcontractors, materialmen, laborers, engineers, architects, or other persons rendering services or materials for the work (giving a brief description of such services and materials), and that when added to all sums previously paid out by the Board, does not exceed the value of the work done to the date of such certificate; (iii) that the amount of such proceeds remaining in the hands of the Trustee will be sufficient upon completion of the work to pay for the same in full (giving in such reasonable detail as the Trustee may require an estimate of the cost of such completion); and (iv) such other pertinent matters as the Trustee may reasonably require.

(c) If demanded by the Trustee, each request shall be accompanied by waivers of lien satisfactory to the Trustee covering that part of the work for which payment or reimbursement is being requested and by a search prepared by a title company or licensed abstractor

or by other evidence satisfactory to the Trustee that there has not been filed with respect to the Project any mechanic's or materialmen's lien or other lien or any instrument for the retention of title in respect of any part of the work not discharged of record.

(d) The request for any payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the Project legal.

(e) The Board shall furnish to the Trustee such additional certificates, approvals and evidence of completion, in whole or in part, bills and invoices as the Trustee may reasonably request prior to making any disbursement.

(f) The Trustee may, at its election, make disbursements to the Board or to any contractor or other person furnishing labor, materials, or services in connection with the work.

5. Trustee May Participate. The Trustee may, but shall not be obligated to, participate in or act in the place of the Board in settling any losses with insurance companies or condemning authorities and may appear as a party in any judicial proceedings for such purposes either with or in the place of the Board; provided, however, the Trustee shall be obligated to appear if and only if the court finds that the Trustee is a necessary party or if its presence as a party is necessary for the successful maintenance of the action.

6. Responsibility and Liability of Trustee. The Trustee shall have no duty or responsibility to perform any act or to take any action unless same is specifically or by necessary implication set forth herein. Without limiting the generality of the foregoing, the following shall control:

(a) The Trustee shall have no responsibility for and consequently no liability or obligation whatsoever or howsoever in connection with the work of repair or reconstruction of the Project, except its obligation to the Board and the Co-Owners (but to no other party) to advance proceeds received by it as set forth herein. The Trustee shall have no obligation to inspect such work (although it may do so) nor shall the Trustee be liable for the performance or default of any contractor or subcontractor nor for the failure to construct, complete, protect or insure said improvements or for the payment of any cost or expense incurred in connection therewith, and nothing, including, without limitation, any disbursement hereunder or the deposit or acceptance of any document or instrument, shall be construed as a representation or warranty, express or implied, upon the part of the Trustee.

(b) The Trustee shall have no responsibility for and consequently no liability for any inadequacy of insurance coverage or any insufficiency of proceeds available to repair or reconstruct the Project.

(c) The Trustee shall have no liability for any error in judgment in the course of any settlement or judicial proceedings entered into by the Trustee under

article 4 hereof provided same be conducted in good faith.

(d) The Trustee shall be protected in acting upon any written notice; request; waiver; consent; certificate; receipt; authorization; power of attorney; attornies', accountants' or architects' opinion, or other paper or document which the Trustee in good faith believes to be genuine and what it purports to be.

(e) In the event of a conflict between the provisions of the Declaration and the provisions of this Trust Agreement with respect to the duties, responsibility or liability of the Trustee, the provisions of this Trust Agreement shall control.

(f) The Trustee shall not be obligated to take any action that would require the expenditure of a sum of money or the incurring of any expense or obligation unless it has on hand adequate funds to cover such expenditure.

(g) The Trustee shall not be liable for anything which it may do or refrain from doing in connection herewith except its own gross negligence or willful misconduct.

7. Trustee Compensation. The Board shall pay to the Trustee reasonable compensation for its services hereunder and shall reimburse the Trustee for its expenses incurred in connection herewith. If the Board fails to pay the said fees and expenses of the Trustee, the Trustee may assess same against the Co-Owners in the Project in proportion to each Co-Owner's interest in the "General Common Elements"

(as such term is defined in the Declaration) and such assessment shall constitute a lien on each "Condominium" (as such term is defined in the Declaration) superior and prior to all other liens and encumbrances except tax and special assessment liens on the unit in favor of any assessing unit and the unpaid balances of first mortgages or deeds of trust of record, including all unpaid obligatory sums as may be provided by such encumbrances. Such lien shall be enforced by the Trustee in the manner set forth in the Declaration for the enforcement of liens by the Board, except that any officer of the Trustee shall take the action which the Declaration specifies shall be taken by the Board and the Trustee shall perform the acts to be performed by the Board.

8. Mortgagees are Beneficiaries. This insurance Trust Agreement is entered into for the benefit of the holders of the deeds of trust now or hereafter placed on the individual Condominiums in the Project, and the Co-Owners, and this Agreement may be enforced by each such mortgagee, its successors and assigns, or each such Co-Owner.

9. Termination. This Agreement shall continue so long as the members of the Board, or the Co-Owners represented by such members, have an insurable interest in the Project unless sooner terminated upon reasonable notice by either party hereto and the payment of all compensation and expenses of Trustee to the date of the termination; provided that such sooner termination shall not become effective prior to the appointment of a successor insurance trustee reasonably acceptable to Unit Mortgagees and the Co-Owners of such units, or if such notice is given by the Trustee, the

expiration of sixty (60) days following the date of such notice, whichever is first to occur; provided, that if notice of termination is given by the Trustee prior to the appointment of a successor insurance trustee, a copy of such notice shall be mailed by registered or certified mail by the Trustee to each Co-Owner and each Unit Mortgagee. A successor insurance trustee shall be deemed to be acceptable to any Unit Mortgagee or Co-Owner which fails to give written notice of objection to the Board within ten (10) days after receipt of a written request by the Board or Trustee for the approval of such successor insurance trustee.

10. Any other express or implied provision of this Insurance Trust Agreement to the contrary notwithstanding, the Board of Managers, in its capacity as such and acting on behalf of the Co-Owners, agrees that the Co-Owners by and through the "Council of Co-Owners" (as such term is defined in the Declaration) shall indemnify, defend and hold harmless the Insurance Trustee, in its capacity as such hereunder, from all loss, cost, damage or expense suffered by such Insurance Trustee while or as a consequence of acting in such capacity except such loss, cost, damage or expense as results from such Insurance Trustee's gross negligence or willful misconduct.

11. Miscellaneous. The article headings used herein are for convenience and reference purposes only and shall not be construed to limit, modify or supplement the provisions of this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

J. 08 1898

This Agreement shall be performable in Austin, Travis County, Texas.

(NO SEAL)

CITY NATIONAL BANK OF AUSTIN
Insurance Trustee

By N. C. Brown

Title Sr Vice-Pres

ATTEST:

E. Eleanor Soole
Asst. Cashier

MEMBERS OF THE BOARD OF MANAGERS
OF COURTLANDT PLACE CONDOMINIUM

(NO SEAL)

F. Norman Ankenman

John Mosley

Michael Couch

Dallonel

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

J. 08 1899

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. C. Brown, SR. VICE PRES. of City National Bank, Austin, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City National Bank, Austin, a national banking association, and that he executed the same as the act of such association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of January, 1975.

NOTARY SEAL

Notary Public in and for TRAVIS County, Texas

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared F. Norman Ankenman, member of the Board of Managers for COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of January, 1975.

NOTARY SEAL

Billie H. Edwards
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF Harris §

I 08 1900

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John Mosley, member of the Board of Managers for COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of January, 1975.

NOTARY SEAL

Billie H. Edwards
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jack Kranischar, member of the Board of Managers for COURTLANDT PLACE CONDOMINIUM, known to me to be the person and member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of January, 1975.

NOTARY SEAL

Billie H. Edwards
Notary Public in and for
County, Texas

1 08 1901

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael Couch, member of the Board of Managers for COURTLANDT PLACE CONDOMINIUM, known to me to be the person and member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of January, 1975.

NOTARY SEAL

Billie H. Edwards
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Dale Couch, member of the Board of Managers for COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of January, 1975.

NOTARY SEAL

Billie H. Edwards
Notary Public in and for
County, Texas

CERTIFICATE 1 08 1902

I, John Mosley, being the Secretary to the Board of Managers of COURTLANDT PLACE CONDOMINIUM, do hereby certify as follows:

(A) that Norman Ackerman, Jack W. Jamison, Dale Couch, Michael Couch, and John Mosley are the present and initial Members of said Board having been appointed thereto by O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY; and

(B) that execution of this Insurance Trust Agreement is within the powers of the said Board as provided in Section 2.10 of the By-laws of the said COURTLANDT PLACE CONDOMINIUM.

(NO SEAL)

By: John Mosley
Secretary, Board of Managers
COURLANDT PLACE CONDOMINIUM

SUBSCRIBED AND SWORN TO BEFORE ME on this 24TH day of JANUARY, 1975 by the said JOHN MOSLEY, Secretary to the Board of Managers of COURTLANDT PLACE CONDOMINIUM, known by me to be such person and officer.

NOTARY SEAL

Notary Public in and for
County, Texas
(SAM R. PERRY)

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

JAN 27 1975

COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
JAN 27 3 04 PM '75
COUNTY CLERK
TRAVIS COUNTY, TEXAS

152.50

~~1 08 1753~~

1 08 3049

DECLARATION

FOR

COURTLANDT PLACE

CONDOMINIUM ~~MAY 27 1983~~ 1369 * 152.50

STATE OF TEXAS §

COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY, ("Declarant") is the owner in fee simple of that certain tract or parcel of land (the "Land") containing 6.006 acres, more or less, out of the James P. Wallace Survey No. 57 and a portion of the John Applegate Survey No. 58, Travis County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, Declarant desires to establish on the Land a condominium project under the provisions of the Condominium Act of the State of Texas, Tex. Rev. Civ. Stat. Ann. art. 1301a (the "Act"); and

WHEREAS, there are located on the Land certain building improvements which are more fully described and depicted in Exhibit "B" attached hereto and made a part hereof for all purposes; and

WHEREAS, Declarant by executing this DECLARATION FOR COURTLANDT PLACE CONDOMINIUM (the "Declaration") and causing same together with Exhibits "A" through "D" attached hereto to be recorded in the office of the County Clerk of Travis County, Texas, does hereby submit the Land and the "Buildings" (as such term is defined in Section 1.1(D) hereof) to a condominium regime pursuant to the Act, and does hereby

CONDOMINIUM RECORDS
TRAVIS COUNTY TEXAS

establish by this Declaration a plan for the separate ownership in fee simple of real property estates consisting of the area or space contained in each "Unit" (as such term is defined in Section 1.1(S) hereof) and the ownership by the "Co-Owner" (as such term is defined in Section 1.1(J) hereof) of each Unit as co-tenant of all of the remaining property herein made subject to the Act;

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the Land, shall be binding upon and shall constitute a burden and a benefit to Declarant, its successors and assigns and any person owning, leasing or otherwise acquiring an interest in the Land and Buildings and their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE 1

DEFINITIONS

1.1 DEFINITIONS: Unless the context shall expressly provide otherwise:

(A) "Administrator" means the person, firm or organization, if any, appointed or employed at any time or from time to time by the "Board" (as such term is defined in Section 1.1(C) hereof) to administer and manage the routine affairs of the "Project" (as such term is defined in Section 1.1(Q) hereof) in the manner provided for in the By-Laws attached hereto as Exhibit "C" and made a part hereof for all purposes.

(B) "Assessment" means those periodic charges imposed from time to time by the Board upon the Co-Owners for the purpose of paying "Common Expenses" (as such term is defined in Section 1.1(F) hereof).

(C) "Board", or "Board of Managers" means the Board of Managers elected by the Co-Owners pursuant to Article 2 of the By-Laws and having the authority granted in the "Condominium Documents" (as such term is defined in Section 1.1(I) hereof) to manage the affairs of the Project.

(D) "Buildings" means all structures, fixtures, buildings and other improvements now or hereafter located on the Land and described and depicted in said Exhibit "B" which together with the Land are hereby submitted to condominium ownership by this Declaration.

(E) "Common Elements" mean and include:

(1) "General Common Elements" which mean and include the entire "Project Property" (as such term is defined in Section 1.1(R) hereof) including without limitation the following, except the Units and such of the following as are by other provisions of this Declaration specifically made part of any Unit or reserved as Limited Common Elements;

(a) The Land and all plaza areas, yards, lawns, landscaping, and walkways and other paved areas located thereon;

(b) All foundations, columns, girders, beams, interior loadbearing walls, and supports of the Buildings;

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~~1 08 1756~~

(c) Those portions of the exterior walls of the Buildings beyond and including the unfinished face of the Unit wall; those portions of all walls which enclose Units and divide them from corridors, stairs, and other Common Elements and which are located beyond and including the unfinished surface on the Unit side of such walls; and the unfinished surface of the floors and ceilings;

(d) Lobbies, stairs, stairways, fire escapes, entrances and exits of the Buildings and such halls and corridors as are not included within a Unit;

(e) All installations designed and intended for common use including without limitation, telephone, electricity, gas, hot and cold water, sewer, heat, ventilation, air conditioning and incineration (including all pipes, ducts, vents, wires, cables, and conduits designed and intended for common use in connection therewith), whether located in Common Elements or in Units, excluding from such installations all parts thereof, and all items affixed or connected thereto, not designed or intended for common use;

(f) All apparatus and equipment designed and intended for common use including without limitation, elevators, tanks, pumps, motors, fans, compressors and control apparatus and equipment, whether located in Common Elements

or in Units, excluding from such apparatus and equipment all parts thereof, and all items affixed or connected thereto, not designed or intended for common use;

(g) All enclosed space, if any, marked "common area" and all other facilities, if any, marked "common facilities" on said floor plans;

(h) All Condominiums which may at any time be acquired and held by the Board or its nominee; and

(i) All other parts of the Project Property designed and intended for common use or necessary or convenient to the existence, maintenance or safety of the Project; and

(2) "Limited Common Elements" mean and include those parts of the Project Property which would otherwise constitute General Common Elements but which under the terms hereof or of the Exhibits attached hereto are declared appurtenant to one or more but less than all of the Units.

(F) "Common Expenses" mean and include "General Common Expenses" and "Limited Common Expenses" (as such terms are defined in Sections 1.1(M) and 1.1(O) hereof respectively).

(G) "Common Interest" means and includes the General Common Interest and the Limited Common Interest, if any, appurtenant to any Unit.

(H) "Condominium" means a Unit together with all of such Unit's Common Interest, rights and appurtenances.

(I) "Condominium Documents" mean and include this Declaration, each of the Exhibits attached hereto, and all Schedules or other attachments to such Exhibits, together with any and all amendments, replacements or modifications thereof or additions thereto which may from time to time lawfully be effected.

(J) "Co-Owner" means the person, firm, corporation, partnership, trust association or other legal entity or any combination thereof owning one or more Condominiums.

(K) "Co-Owner Charge" means any amount which under any provision of the Condominium Documents is chargeable to and payable by any one or more Co-Owners but which is not assessed as either a General or a Limited Common Expense.

(L) "Council of Co-Owners" or "Council" means all of the Co-Owners acting as a body in exercising the power and authority granted it by the Act and the Condominium Documents.

(M) "General Common Expenses" mean and include:

(1) expenses of administration, maintenance, repair or replacement of the General Common Elements, including, without limitation, the costs and salary incident to employing an Administrator;

(2) expenses agreed upon as General Common Expenses by the Council of Co-Owners;

(3) expenses declared General Common Expenses by the provisions of the Condominium Documents; and

(4) all taxes and assessments lawfully assessed against the Project Property, and insurance premiums for policies covering the Project Property.

(N) "General Common Interest" means that fractional interest in and to the General Common Elements as is appurtenant to an individual Unit.

(O) "Limited Common Expenses" mean and include all classes of expenses and charges set forth in Paragraph (M) above but as apply to or arise out of the use and/or existence of Limited Common Elements.

(P) "Limited Common Interest" means that fractional interest in each Limited Common Element, if any, appurtenant to an individual Unit.

(Q) "Project" means Courtlandt Place Condominium as same exists or shall hereafter exist in the Condominium form of ownership.

(R) "Project Property" shall mean the tangible property, including, without limitation, the Land and Buildings hereby submitted to the provisions of the Act and such personal property and/or fixtures which from time to time is purchased for use in or in conjunction with the Common Elements.

(S) "Unit" means a physical portion of the Project Property the boundaries of which are set forth in Section 3.5 hereinbelow, which has been designed for independent use and which is susceptible of separate ownership under the terms of the Act and the Condominium Documents, exclusive of any Common Interest or rights appurtenant thereto.

1.2 PRONOUNS: According to the context, the singular may include the plural, the plural may include the singular and the plural and any gender may include all genders.

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1.3 CAPTIONS: All captions herein are for convenience only and neither limit, amplify nor otherwise modify the provisions of this Declaration, or the Exhibits attached hereto.

ARTICLE 2

BUILDINGS

The Buildings are presently located on the Land and constitute a part of the Project Property hereby submitted to the provisions of the Act, and are specifically described and depicted in Exhibit "B".

The boundaries of each Unit are and shall be as depicted in said Exhibit "B" and as described in Section 3.5 hereinbelow. The individual ownership of each Unit shall also include the following items, except such items, if any, as are deemed to be part of the Common Elements: the interior non-bearing and non-supporting walls; partitions, cabinets, shelves, closets, interior and exterior doors; glass in walls; floors, and ceilings; coverings on unfinished floors and ceilings, including carpeting or other floor covering or finish suspended ceilings or ceiling tiles; wall paper, paint or other wall covering or finish; the individual lighting and electrical fixtures and appliances; the individual kitchen and bathroom fixtures, equipment, plumbing and appliances, such as, but not limited to, cooking ranges, range hoods, refrigerators, sinks, dishwashers, garbage disposals, ovens, water closets, lavatories, shower stalls, bath tubs, medicine cabinets and similar fixtures and equipment; the individual air conditioning and heating units and systems; and the individual hot water heaters, all of such items being designed and intended solely for the

benefit of and to exclusively serve the particular Unit in or to which the same are located or attached, and not being designed or intended for the benefit, use, support, service or enjoyment of any other Unit or the Common Elements or any part thereof.

The identifying number, location, size, square footage, dimensions and other descriptive data of each Unit are shown and depicted in said Exhibit "B".

ARTICLE 3

EFFECT OF DECLARING REGIME

3.1 FRACTIONAL INTEREST IN COMMON ELEMENTS: The ownership of the Common Elements shall vest in the Co-Owners. The General Common Interest appurtenant to each Unit shall be that fraction having for its numerator the number of square feet of floor area within such Unit, and for its denominator the total number of square feet of floor area in all the Units. The Limited Common Interest of each Unit in each Limited Common Element, if any, appurtenant thereto shall be that fraction having for its numerator the number of square feet of floor area in such Unit, and for its denominator the total number of square feet of floor area in all the Units having such Limited Common Element as an appurtenance. The sum of all fractional interests in the General Common Elements as a whole and in each Limited Common Element shall always equal the number one (1).

3.2 INTEREST IN COMMON ELEMENTS INDIVISIBLE: The Common Interest appurtenant to each Unit is declared to be permanent in character and cannot be altered. Such Common Interest cannot be separated from the Unit to which it appertains and the Common Elements shall not be divided nor

shall any right to partition any thereof exist. Each Unit and the Common Interest appurtenant thereto shall be inseparable and may be individually conveyed, encumbered or leased only as a whole; provided, however, a Condominium may be the subject of ownership, possession or sale and of all types of judicial acts, as though it were entirely independent of the other Condominiums. Any Condominium may be jointly or commonly owned by more than one person, corporation, partnership, trust association, or other entity, or any combination of any thereof.

3.3 ESTATES TO BE SEPARATE: Every Condominium shall for all purposes be and it hereby is declared to be and to constitute a separate parcel of real property, and the Co-Owner thereof shall be entitled to exclusive ownership and possession subject only to the terms and provisions of the Condominium Documents and any rules, regulations, resolutions and decisions adopted pursuant thereto (the "Rules and Regulations").

3.4 UNIT CONVEYANCE INCLUDES APPURTENANCES: Every lien, conveyance or other transfer of a Condominium using the Unit designation assigned to it as shown in Exhibit "B" shall be deemed to include the Unit and such Unit's Common Interest and shall include, without requiring specific reference thereto or enumeration thereof, all the appurtenances and easements in favor of the Unit and similarly be subject to all covenants, conditions, restrictions and easements in favor of other Units.

3.5 DESCRIPTION OF UNITS: The designation of each Unit, together with statements of its location, its approximate area, and the Common Element area to which it has

immediate access, are set forth in Exhibit "B". Where a Unit is bounded by a wall, the wall shall be considered to include any door, window or other closure therein in the closed position, and the boundary shall be the unfinished surface of such wall on the Unit side, to the effect that the Unit shall include the paint, wallpaper, enamel, stain or other finishings on such surface. The horizontal boundaries of each Unit shall be the unfinished surface of the top of the floor and the unfinished surface of the bottom of the ceiling, except that where there is a stairway or other opening in the floor or ceiling, the boundary shall be the surface resulting from extensions of the nearest adjacent unfinished surface of the top of the floor or the bottom of the ceiling, as the case may be.

3.6 ENCROACHMENTS: If any portion of the Common Elements encroaches upon one or more Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Unit encroaches upon the Common Elements, or upon an adjoining Unit or Units, a valid easement for such encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachment and resulting easement shall not be considered or determined to be encumbrances either on the Common Elements or a Unit.

3.7 LIEN ATTACHES TO ONLY ONE CONDOMINIUM: No labor performed or materials furnished and incorporated in one Unit shall be the basis for the filing of a lien against a Condominium belonging to any other Co-Owner not expressly consenting to or requesting the same, or against the Common

Elements. Each Co-Owner shall indemnify and hold harmless each of the other Co-Owners from and against all liabilities arising from the claim of any lien against the Condominium of any such other Co-Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in such Co-Owner's Unit at such Co-Owner's request.

3.8 REMOVAL OF LIEN AGAINST TWO OR MORE CONDOMINIUMS: In the event a single lien becomes effective against two or more Condominiums, any Co-Owner of any such Condominiums may at any time remove his Condominium from such lien by payment of the proportionate part of the obligation secured by such lien as is attributable to such Co-Owner's Condominium. A Co-Owner which does not remove his Condominium from such a lien under the provisions of this section shall indemnify and hold harmless from any further claim by the holder of such lien any Co-Owner who has paid his proportionate part of the underlying obligation.

ARTICLE 4

ADMINISTRATION OF REGIME

4.1 RESPONSIBILITY OF THE MANAGING BOARD: The Board shall have charge of and be responsible for and is authorized to manage the affairs of the Project and any assets held by it on behalf of the Co-Owners except as herein otherwise limited. The Board shall adopt and execute all measure of proceedings necessary to promote the interests of the Project, including, without limitation, the promulgation of Rules and Regulations as provided in the By-Laws and shall in the manner provided in Article 5 hereof fix Assessments against

the Co-Owners for their share of the maintenance and repair expenses of the Common Elements and other expenses incurred by or in behalf of the Project.

4.2 APPOINTMENT OF ADMINISTRATOR: The Board may in its discretion, and from time to time, appoint or employ an Administrator who shall be responsible for so much of the operation of the Project as may from time to time be determined by the Board and as is consistent with the remaining provisions of the Condominium Documents.

4.3 ADMINISTRATION IN ACCORDANCE WITH CONDOMINIUM DOCUMENTS: The administration of the Project shall be in accordance with the Condominium Documents, true copies of which together with all Rules and Regulations, if any, shall be maintained in the Project office and shall, during normal weekday working hours, be available for inspection by persons having an interest therein.

4.4 RECORDS TO BE MAINTAINED: The Board, or the Administrator, as the case may be, shall keep or cause to be kept one or more books of account reflecting in detail all receipts and expenditures affecting the Project and its administration. Such book or books and vouchers accrediting the entries made thereon shall be available for examination by any Co-Owner during normal weekday working hours. All books and records shall be kept in accordance with good accounting procedures and shall be audited at least once each fiscal year by an independent firm of certified Public Accountants.

4.5 STRICT COMPLIANCE REQUIRED: Each Co-Owner shall comply strictly with the provisions of the Condominium

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Documents as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief or both. Such an action may be maintained by the Board on behalf of the Co-Owners or, in a proper case, by an aggrieved Co-Owner.

4.6 ANNUAL COUNCIL MEETING REQUIRED: There shall be an annual meeting of the Council of Co-Owners. Other meetings may be provided for in the By-Laws. Notice of time, place and subject matter of all meetings shall be given to each Co-Owner by mailing same to such Co-Owner.

4.7 VOTING RIGHTS: Each Board Member shall be entitled to cast one vote in respect of any issue before the Board for decision. Each Co-Owner shall be entitled to that number of votes set forth in Exhibit "B" as being appurtenant to the Unit owned by such Co-Owner. In the event a Condominium is owned jointly by two or more persons, one of the joint Co-Owners shall exercise the voting rights for all such joint Co-Owners by agreement between the parties, which agreement shall be reduced to writing, subscribed to by each such joint Co-Owner and filed with the Secretary of the Board. Any corporation or unincorporated association which is the Co-Owner of a Condominium shall appoint as its representative to the Council an appropriate officer or member with the authority to act for and bind such corporation or association.

4.8 MEMBERSHIP IN COUNCIL OF CO-OWNERS: Each Co-Owner, automatically upon becoming a Co-Owner, shall be a member of the Council of Co-Owners and shall remain a member

thereof until such time as he ceases for any reason to be a Co-Owner at which time his membership in the Council and all interest in the Project shall automatically terminate.

4.9 BOARD MEETINGS: The Board shall convene for meetings as provided in the By-Laws.

4.10 Any other express or implied provision of or right or power granted by this Declaration to the contrary notwithstanding, for the duration of the "Initial Sales Period" (as such term is defined in the By-Laws attached hereto as Exhibit "B") the Project shall be administered in accordance with the provisions of Schedule "C" to the By-Laws.

ARTICLE 5

ASSESSMENTS

5.1 ADOPTION OF BUDGET: The Board shall adopt an annual budget not less than fifteen (15) days prior to the commencement of each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for contingencies and reserves. The Assessments for such year shall be established by the adoption of the annual budget by the Board. The Board's failure to timely adopt the budget shall not be deemed a waiver, modification or a release of the Co-Owners from their duty to pay their Assessments as same are determined at such time as the Budget is adopted.

5.2 OBLIGATION TO PAY ASSESSMENTS: All Co-Owners shall be obligated to contribute through the payment of their Assessments toward the expense of administration and of maintenance and repairs of the General Common Elements,

and, in a proper case, of the Limited Common Elements, and toward any other expenses lawfully agreed upon by the Board. Assessments for the estimated Common Expenses, including insurance, shall be due monthly in advance on the first day of each month. The Administrator or the Board shall prepare or cause to be prepared and deliver or mail to each Co-Owner an itemized monthly statement showing the current amount due, any amounts past due and excess payments, if any, credited to the Co-Owner's account. Contribution for monthly Assessments shall be prorated if the ownership of a Condominium commences on a day other than the first day of a month. No Co-Owner shall be exempt from contributing toward any Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of his Condominium.

5.3 ASSESSMENT FOR GENERAL COMMON ELEMENTS: Subject to the provisions of Section 5.5 of this Declaration, each Co-Owner shall be assessed a yearly amount equal to the dollar amount of the budget adopted in accordance with Section 5.1 as relates to the operation, management and maintenance of the General Common Elements, multiplied by the General Common Interest appurtenant to his Unit.

5.4 ASSESSMENT FOR LIMITED COMMON ELEMENTS: Any budget adopted pursuant to Section 5.1 shall include a projection of all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of each Limited Common Element. Upon adoption of the budget, and subject to the provisions of Section 5.5 of this Declaration, each Co-Owner shall be deemed to have been assessed an additional amount calculated by multiplying

the dollar amount budgeted for any Limited Common Element appurtenant to his Unit by such Unit's Limited Common Interest therein. Such Assessment shall be due and payable as provided in Section 5.2.

5.5 ADJUSTMENT OF ASSESSMENTS: To the extent any Co-Owner or Owners require or otherwise receive any special or disproportionate use of any Common Element, utility service or any other thing or service of any nature whatever, the existence, consumption or other use of which is responsible for a disproportionate share of any Common Expense, then in such event and notwithstanding any other provision of the Condominium Documents to the contrary, it shall be the duty of the Managing Board to apportion the amount of such Common Expense between the Co-Owners assessable therefor in a manner reflective of such special or disproportionate use. The increased amounts assessed against any one or more Condominiums and the Co-Owner or Owners thereof as are responsible for such disproportionate share of a Common Expense and such decreased amounts as are assessed against the remaining Condominiums and the Co-Owners thereof not responsible for such disproportionate share of a Common Expense shall be deemed "Assessments" for all purposes of the Condominium Documents including without limitation Sections 5.2, 5.7, 7.3 and 7.4 of this Declaration notwithstanding such amounts are not assessed pro rata.

5.6 SPECIAL ASSESSMENTS: Should the Board, by a simple majority vote, at any time determine that the Assessments levied for that fiscal year are or may prove to be

insufficient to pay those costs of operation and management of the Project as were budgeted in accordance with Section 5.1, then the Board shall have the authority at any time and from time to time to levy such additional Assessment or Assessments as it shall deem necessary.

Special Assessments, other than or in addition to those necessary to pay budgeted expenses may be made by the Board at any time and from time to time to meet other needs or requirements of the Project including but not limited to capital improvements; provided, however, any such special Assessment not necessary to pay budgeted expenses shall not be levied without the affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the total number of votes of all of the Co-Owners as set forth in Exhibit "B"; provided, however, in the event the Assessment relates to a Limited Common Element, then such vote shall be limited to such Co-Owners as have such Limited Common Element as an appurtenance to their Unit, and provided further, that the same majority vote of those votes appurtenant to those Units also having such Limited Common Element as an appurtenance shall be required.

All special Assessments shall be prorated amongst the Co-Owners in the manner provided in Sections 5.3, 5.4, 5.5 or any combination thereof, as the particular case may require, and shall be due and payable thereafter in the manner provided in Section 5.2.

5.7 CO-OWNER CHARGES: It shall be within the power of the Managing Board to levy Co-Owner Charges for the purposes set forth in any of the Condominium Documents.

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5.8 UNPAID ASSESSMENTS CONSTITUTE A LIEN ON UNIT: All Assessments and Co-Owner Charges due and unpaid shall constitute a lien only on the Condominium with respect to which such Assessments and/or Co-Owner Charges are delinquent. Such lien for unpaid Assessments and/or Co-Owner Charges shall be superior and prior to all other liens and encumbrances, except only for:

(A) Tax and special assessment liens on the Condominium in favor of any taxing or assessing authority.

(B) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

To evidence such lien the Board may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Co-Owner and a description of the Condominium. Such a notice shall be signed by the President or Vice President and Secretary or Treasurer of the Board and may be recorded in the office of the County Clerk of Travis County, Texas. Such lien shall attach and become effective as of 12:01 A.M. of the date next following the last date on which such Assessment could have been paid without being delinquent. Such lien may be enforced by foreclosure of the defaulting Co-Owner's Condominium by the Board in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure the defaulting Co-Owner shall be required to pay the cost and expenses of such proceedings, the cost and expenses for filing the notice or claim of lien and all reasonable attorneys' fees. The defaulting Co-Owner

shall also be required to pay to the Board the monthly Assessment attributable to such Condominium during the period of foreclosure, and the Board shall be entitled to a receiver to collect the same. The Board shall, subject to the remaining provisions of the Condominium Documents, have the power to purchase such Condominium at the foreclosure sale and to hold, lease, mortgage and convey same.

The amount of the Common Expenses and Co-Owner Charges assessed or charged against each Condominium shall also be a personal debt and obligation of the Co-Owner thereof at the time such Assessment is made. Suit to recover a money judgment for unpaid Common Expenses and/or Co-Owner Charges shall be maintainable without foreclosing or waiving the lien securing same.

To further secure payment of all Assessments and Co-Owner Charges, an express vendor's lien shall be reserved in each deed from Declarant conveying a Condominium, such vendor's lien to be assigned by Declarant to the Board.

5.9 CERTIFICATE BY MANAGING BOARD: Upon payment of a reasonable fee not to exceed Ten Dollars ($10.00) and upon the written request of any Co-Owner or any mortgagee or prospective mortgagee of a Condominium, the Board or the Administrator shall issue a written certificate of indebtedness (the "Certificate") which, after identifying the subject Condominium and the Co-Owner thereof, shall set forth the amount of the delinquent Assessments and Co-Owner Charges, if any, the amount of the current monthly Assessment and the date that such Assessment becomes due, and credit for advanced payment or for prepaid items, including, but not limited to, insurance premiums.

5.10 GRANTEE AND GRANTOR JOINTLY AND SEVERALLY LIABLE: The grantee of a Condominium shall be jointly and severally liable with his grantor for all delinquent Assessments against and Co-Owner Charges relating to such Condominium remaining unpaid as of the date of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor any such delinquent amounts paid by the grantee; provided, however, that upon payment of a reasonable fee not to exceed Ten Dollars ($10.00), and upon written request, any such prospective grantee shall be entitled to a Certificate from the Administrator or the Board. The provisions of this section shall not apply to any grantee of Declarant.

ARTICLE 6

LEASES, ENCUMBRANCES AND CONVEYANCES

6.1 CO-OWNER MAY LEASE: Any Co-Owner may lease in its entirety any Condominium owned by such Co-Owner; provided, however, any such lease shall be made expressly subject to all the terms and provisions of the Condominium Documents, and shall prohibit assignment thereof or sub-leasing without the written consent of the Co-Owner-lessor.

6.2 CO-OWNER-LESSOR RESPONSIBLE FOR LESSEE: Notwithstanding a Co-Owner's right to lease as provided in Section 6.1, any Co-Owner-lessor shall be and remain liable under all the provisions of the Condominium Document for any acts or omissions of his lessee in the same manner and to the same extent as though such acts or omissions were those of such Co-Owner-lessor. Any other Co-Owner, lessee, or the Board may proceed against a Co-Owner-lessor for a breach by his lessee without first proceeding against such lessee;

provided, however, that such reserved right against a Co-Owner-lessor is cumulative of all other rights granted under the Condominium Documents or by law or in equity and any other Co-Owner, lessee or the Board by first proceeding against the defaulting lessee shall not be deemed to have waived its right to proceed against such Co-Owner-lessor. For the purposes of this Article 6 and of Article 7 hereof, any reference to a "lessee" shall be deemed to include the same reference to any party (except the Co-Owner-lessor of such lessee and such Co-Owner's heirs, legal representatives, successors and assigns) succeeding to all or any portion of the lease (or the leasehold estate created thereby) owned or held by or vested in such lessee.

6.3 CO-OWNERS MAY ENCUMBER UNITS: Any Co-Owner shall have the right from time to time to mortgage or encumber his Condominium by deed of trust, mortgage or other security instrument; provided, however, any mortgage other than (1) a purchase money mortgage, or (2) a mortgage required to secure financing necessary to pay any Deficiency Assessment as that term is defined in Section 8.3, or (3) a mortgage which is first approved by the Board may be created only on the following conditions: (a) that any such mortgage shall always be subordinate to all of the terms, conditons, covenants, restrictions, uses, limitations, obligations, lien for Common Expenses, and other obligations created by the Condominium Documents; (b) that the mortgagee under any such mortgage shall release, for the purpose of restoration of the Project Property or any part thereof, all of his right, title and interest in and to the proceeds under all insurance

policies upon the Project Property which were effected and placed thereupon by the Board. Such release shall be furnished forthwith upon written request of the Board.

ARTICLE 7

COVENANTS, CONDITIONS AND RESTRICTIONS

Every Co-Owner, by accepting a deed or contract for deed, and every lessee under a Co-Owner, by leasing any Condominium, expressly covenants and agrees that the terms and provisions of the Condominium Documents shall be binding upon themselves, their heirs, successors and assigns, and do covenant that they and their heirs, successors and assigns shall faithfully observe all of the terms, covenants and conditions wherever imposed in the Condominium Documents including without limitation the following:

7.1 GENERAL: That neither any Co-Owner, nor the heirs, successors and assigns of any such Co-Owner, shall use, cause or permit the Condominium owned, leased, occupied or otherwise used by them to be used, occupied or otherwise dealt with other than as provided in the Condominium Documents.

7.2 CO-OWNERS TO ABIDE BY CONDOMINIUM DOCUMENTS: That the administration of the Project shall be in accordance with the provisions of the Condominium Documents. Each Co-Owner, tenant or other occupant of a Condominium shall comply strictly with the provisions of the Condominium Documents as presently constituted and as lawfully amended from time to time and with the Rules and Regulations of the Board. Failure to so comply with any of the foregoing shall be grounds for an action to recover sums due for damages or for injunctive relief.

7.3 COVENANT TO PAY ASSESSMENTS AND CO-OWNER CHARGES: That each Co-Owner adopts as such Co-Owner's personal debt and obligation and shall pay all Assessments and Co-Owner Charges assessed against or in respect of each Condominium owned by such Co-Owner. No Co-Owner shall be exempt from paying such Assessments or Co-Owner Charges by waiver of the use or enjoyment of all or a portion of the Common Elements, or by the abandonment of his Condominium.

7.4 DISPOSITION OF PROCEEDS UPON RESALE: That upon sale or conveyance of a Condominium, all unpaid Assessments and Co-Owner Charges, whether reduced to judgment or not, and if reduced to judgment, the amount of such judgment including the attorney's fees and court costs therein, shall be first paid out of the sales price by the purchaser in preference over any other charges of whatever nature, except the following:

(A) Assessments, liens, and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on the Condominium; and

(B) Amounts due under first lien mortgage instruments duly recorded.

7.5 BOUNDARIES MAY BE ALTERED: That in the event any portion of a Unit or a Common Element changes boundaries due to the shifting, settling or moving of the Buildings or any portion of any thereof, and thereby encroaches upon another Unit or any of the Common Elements, such changed boundaries shall be deemed to constitute the boundaries of the Unit and the Common Elements so affected.

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7.6 USE OF COMMON ELEMENTS - CERTAIN LIMITATIONS: That each Co-Owner may use the Common Elements in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other Co-Owners. This provision shall not be deemed to prevent some Co-Owners from enjoying substantially exclusive rights or advantages in a part or parts of the Common Elements by reason of their ownership of a particular Condominium. Provided, however, the Common Elements shall not be used for storage of supplies, personal property or trash or refuse of any kind except within those areas, if any, designated as storage units and within the common trash receptacles, if any, placed at the discretion of the Administrator or the Board, nor shall the Common Elements be used in any way for the drying, shaking, airing or cleaning of any material, merchandise, or equipment. Stairs, elevators, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way. In general, no activities shall be carried on nor condition maintained by any Co-Owner either within his Unit or upon the Common Elements which despoils the appearance of the Project.

7.7 RIGHT OF ACCESS TO UNITS: The Board, the Administrator and the agents and employees of either shall during normal working hours have the right of access to any or all Units for non-emergency maintenance, repair or replacement of any of the Common Elements. Such right of access in non-emergency circumstances shall be conditioned upon notice being given to the affected Co-Owner or Co-Owners not less than twenty-four (24) hours in advance of such entry. Said

parties shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. If requested by the Board or the Administrator, each Co-Owner shall furnish to the Board a duplicate master key to all doors within and permitting access to his Unit and shall furnish a new duplicate master key upon any change of locks.

7.8 DAMAGE TO UNIT FROM REPAIR WORK: That damage to the interior or any part of a Unit or Units or to Limited Common Elements resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs to Limited Common Elements or within another Unit at the instance of the Administrator or the Board shall be a General Common Expense. Provided, however, that if such damage is the result of the negligence of a Co-Owner, then such negligent Co-Owner shall be responsible for all of such damage. Restoration of the damaged improvement shall be substantially the same as the condition in which they existed prior to the damage.

7.9 OWNERSHIP: That each Co-Owner shall be deemed to not own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding such Co-Owner's Unit, neither shall any such Co-Owner be deemed to not own those utilities running through such Co-Owner's Unit which are utilized for, or serve more than one Unit, except as a tenant in common with the other Co-Owners. Each Co-Owner shall, however, be deemed to own and shall be required to maintain the inner decorated and/or finished surfaces of the perimeter walls, carpeting, floors and ceilings, doors

and windows, individual lighting and electrical fixtures, individual kitchen and bathroom fixtures, individual equipment, plumbing and appliances, and other elements consisting of paint, wallpaper and other finishing materials and the interior non-supporting walls contained within the Unit and designated and intended for the benefit, use, service or enjoyment of such particular Unit.

7.10 OWNER TO MAINTAIN UNIT: Each Co-Owner shall maintain, decorate, furnish and keep in repair the interior of such Co-Owner's Unit including the fixtures thereof, all in good, sound and adequate condition. All fixtures, appliances and equipment installed within a Unit commencing at a point where the utility lines, pipes, wires, conduits or systems (collectively the "Utilities") enter the Unit shall be maintained and kept in repair by the Co-Owner of such Unit. All such fixtures, appliances and equipment (but not Utilities) which are not located within a Unit but which exist for the purpose of providing a service for only one Unit or Condominium shall be maintained and kept in repair by the Co-Owner of such Unit or Condominium.

7.11 OWNERS NOT TO PERFORM CERTAIN WORK: That no Co-Owner shall commit or cause to be committed any act or work that will impair the structural soundness, appearance or integrity of the Project Property or impair any easement or other right. Such prohibition shall extend to and include without limitation the erection of awnings, the placement of any reflective or other material in the windows of the Units (other than draperies, or the like) or other exterior attachment without the prior written approval of the Board.

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The Board shall not approve of any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Project or Project Property.

7.12 SIGNS PROHIBITED: That except as provided in Section 7.13(I) hereof no signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or on the Common Elements, including "For Sale" signs, without the prior written permission of the Board, which permission shall not be unreasonably withheld.

7.13 BUILDING USE RESTRICTIONS: The following restrictions, covenants and conditions are placed upon each Condominium, Co-Owner and lessee in the Project as a general plan or scheme of restrictions for the benefit of each Condominium, Co-Owner and lessee:

(A) Each Condominium shall be used and occupied for residential purposes only and for no other purposes, except as permitted in Section 7.13(I).

(B) No Unit shall be altered, remodeled, subdivided or otherwise converted into more than one single family dwelling unit.

(C) No trash, garbage or debris shall be placed on any part of the Common Elements, except in the receptacles or areas designated for disposal of same.

(D) No unlawful, immoral, noxious or offensive activities shall be carried on or permitted in any Unit or elsewhere on the Project Property nor shall anything be done therein or thereon which shall constitute a nuisance or cause unreasonable noise or disturbance to others.

(E) No animals of any kind, other than small household pets, shall be housed or kept in, on or about the Project Property, including Units. Any house pets which are allowed outside shall be kept on a leash at all times.

(F) No. T.V. or radio antennae shall be installed higher than ten (10) feet above the roof ridge line of the Building on which it is erected.

(G) No motor vehicles or gasoline propelled devices or vehicles that create excessive noise or air turbulence shall be allowed to be operated within or about the Project Property, and all such vehicles shall have fully operative mufflers.

(H) No boats, airplanes, trailers, campers or motor homes shall be allowed to be parked on or within the Project Property, except within the carport of the owner thereof.

(I) Notwithstanding any other provision of the Condominium Documents, for so long as Declarant owns any of the Condominiums which are for sale, Declarant or its agents may use any Unit which it owns as a "model home" for display to the public and/or sales office, and may place and maintain such signs on any part of the Common Elements as it may desire to advertise the Project or the sale of Condominiums therein.

(J) No outside clothes or drying lines shall be installed or permitted to be installed anywhere on or within the Project Property.

(K) No additional fences shall be erected unless approved by the Board.

(L) The use or discharge of firearms, firecrackers or fireworks is expressly prohibited in, on or about the Project Property.

(M) Any car owned by a Co-Owner or other occupant of a Unit shall be housed in the carport or garage attached to the Unit owned by such Co-Owner or occupied by such other occupant. No automobile or vehicle owned by a Co-Owner may be parked in a guest area more than twelve (12) hours.

(N) That no Co-Owner or occupant of any Condominium shall commit or permit any violation of the policies of insurance taken out by the Board in accordance with the Condominium Documents, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any of such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the Condominium Documents or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Co-Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the policies of insurance taken out by the Board in accordance with the Condominium Documents, or with respect to any policy of insurance carried independently by any Co-Owner as permitted by the Condominium

Documents shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Condominium in the Project, by reason of anything that is done or kept in a particular Condominium, or as a result of the failure of any Co-Owner or any occupant of a Condominium to comply with the requirements of the policies of insurance taken out by the Board or as a result of the failure of any such Co-Owner or occupant to comply with any of the other terms and provisions of the Condominium Documents, or the Rules and Regulations, such Co-Owner shall reimburse the Board and such other Co-Owners respectively for the resulting additional premiums which shall be payable by the Board or such other Co-Owners, as the case may be. The amount of any such reimbursement due the Board may without prejudice to any other remedy of the Board and notwithstanding any other provision of the Condominium Documents be enforced by assessing the same to that particular Condominium as provided in Section 5.5 hereof.

7.14 USE OF THE COMMON ELEMENTS: Each Co-Owner shall have the right to use and enjoy the General Common Elements, in common with all other Co-Owners and any Limited Common Elements appurtenant to such Co-Owner's Unit in common with such other Co-Owners as have such Limited Common Elements as appurtenances to their Units, for the purposes for which such Common Elements are intended and as may be required for the purposes of access and ingress and egress to and from and the use and occupancy and enjoyment of the respective

Units owned by such Co-Owners without hindering or encroaching upon the lawful rights of other Co-Owners. Such right to use and enjoy the Common Elements shall extend to each Co-Owner, the members of such Co-Owner's family, the tenants or other lawful occupants of each Condominium and their guests, visitors, invitees, or permitees, and all such other persons as may be invited or permitted by the Board or Administrator to use or enjoy the Common Elements or any part thereof. Such right to use the Common Elements shall be subject to and governed by the provisions of the "Act", the Condominium Documents, and the Rules and Regulations. Each Co-Owner shall be deemed to have an easement in the interest of all other Co-Owners in the Common Elements for the installation, maintenance, repair, or replacement of all individually-owned fixtures, equipment and appliances which are in any way affixed to, supported by or located in any space or structure constituting part of the Common Elements. Provided, however, that each Co-Owner shall have the exclusive (a) use for storage purposes of the attic space directly above his Unit, to the extent that such use shall be practical or possible and (b) use for parking purposes of the carport or garage attached to his Unit.

ARTICLE 8

DESTRUCTION, OBSOLESCENCE AND TERMINATION

8.1 APPOINTMENT OF ATTORNEY-IN-FACT: This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project Property upon its destruction or obsolescence.

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This Article 8 is expressly made subject to the terms and conditions of that certain Insurance Trust Agreement (the "Trust Agreement") attached hereto as Exhibit "D" and made a part hereof for all purposes.

Title to every Condominium is declared and expressly made subject to the terms and conditions hereof, and acceptance of any deed to any Condominium shall constitute appointment of the attorney-in-fact herein provided. All of the Co-Owners irrevocably constitute and appoint the Board their true and lawful attorney in their name, place and stead for the purpose of dealing with the property upon its destruction or obsolescence as is herein provided. As attorney-in-fact, the Board, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Co-Owner which is necessary and appropriate to exercise the powers granted by this Article 8. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring damaged or destroyed improvement(s) to substantially the same condition in which same existed prior to such damage or destruction, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Board and/or the "Trustee" (as such term is defined in the Trust Agreement) for the purpose of repair or restoration of the Project Property, all as provided herein and in the Trust Agreement.

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8.2 DISPOSITION OF INSURANCE PROCEEDS UPON DAMAGE OR DESTRUCTION: In the event of damage to or destruction of all or any portion of the Project Property, the insurance proceeds, whether payable to the Board as attorney-in-fact or to the Trustee, shall be used for the repair or restoration of the Project Property; provided, however, that reconstruction shall not be compulsory where all or more than two-thirds (2/3) in number of the Units then subject to this Declaration have been destroyed or damaged.

8.3 INSURANCE PROCEEDS INSUFFICIENT: If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such reconstruction is required under the provisions of this Article 8, such damage or destruction shall be promptly repaired and reconstructed by the Board, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment (the "Deficiency Assessment") to be made against all of the Co-Owners and their Condominiums. Such Deficiency Assessment shall be a General Common Expense (except to the extent that such deficiency relates to Limited Common Elements in which event such Deficiency Assessment shall be a Limited Common Expense) and made pro rata according to each Co-Owner's General Common Interest and/or Limited Common Interest, as the case may be, and shall be due and payable within thirty (30) days after written notice thereof. The Board shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the Deficiency Assessment. The Deficiency Assessment shall be a debt of each Co-Owner and a lien on

such Co-Owner's Condominium and may be enforced and collected as is provided in Section 5.6. In the event of a sale of a Condominium as a result of the Co-Owner's refusal to pay the Deficiency Assessment, the proceeds derived therefrom shall be used and disbursed by the Board, as attorney-in-fact, in the following order:

(A) For payment of taxes and special assessment liens in favor of any assessing entity;

(B) For payment of the balance of the lien of any first mortgage;

(C) For payment of unpaid Common Expenses;

(D) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and

(E) The balance remaining, if any, shall be paid to the Co-Owner.

8.4 DESTRUCTION OF MORE THAN TWO-THIRDS OF THE PROJECT PROPERTY: If more than two-thirds (2/3) in number of the Units then subject to this Declaration are destroyed or damaged, and if the Co-Owners do not unanimously, within one hundred (100) days thereafter, make provisions for reconstruction, the Board shall forthwith record a notice setting forth such fact or facts in the office of the County Clerk of Travis County, Texas, and upon the recording of such notice signed by the President or Vice President and Secretary or Treasurer, the entire Project Property remaining shall be sold by the Board, as attorney-in-fact for all of the Co-Owners, free and clear of the provisions contained in the Condominium Documents. The insurance settlement proceeds together with the proceeds from the sale of the Project

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Property shall be paid to and disbursed by the Trustee pursuant to the Trust Agreement.

If the Co-Owners unanimously adopt a plan for reconstruction, all of such Co-Owners shall thereupon be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a General Common Expense and made pro rata according to each Co-Owner's General Common Interest (except to the extent which funds are allocated to the repair or restoration of Limited Common Elements, in which case the assessment shall be a Limited Common Expense to be assessed pro rata among such Co-Owners as have such Limited Common Element as an appurtenance to their Units and according to each such Co-Owner's Limited Common Interest therein) and shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Board shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for in this Section 8.4 shall be a debt of each Co-Owner and a lien on his Condominium and may be enforced and collected as is provided in Section 5.6. In the event of a sale of a Condominium as a result of the Co-Owner's refusal to pay such assessment, the proceeds derived therefrom shall be used and disbursed by the Board, as attorney-in-fact, for the same purposes and in the same order as is provided in Section 8.3, (A) through (E).

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8.5 OBSOLESCENCE OF THE GENERAL COMMON ELEMENTS: The Co-Owners holding an aggregate of not less than ninety percent (90%) of the total number of votes of all the Co-Owners set forth in Exhibit B may agree that the General Common Elements are obsolete and that the same should be renewed or reconstructed. In such event, and with the unanimous consent of all first mortgagees, the expense thereof shall be payable by all of the Co-Owners as a General Common Expense; provided, however, that any Co-Owner not agreeing to such renewal or reconstruction (a "Dissenting Co-Owner") may give written notice to the Board that such Dissenting Co-Owner's Condominium shall be purchased by the Board for the fair market value thereof. If such Co-Owner and the Board can agree on the fair market value thereof, then such sale shall be consummated within thirty days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned in this Section 8.5 shall be measured. Within ten days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) an appraiser who shall be a member of the Austin Board of Realtors. If either party fails to make such a nomination, the appraiser nominated shall, within five days after default by the other party, appoint and associate with him another appraiser (to be selected from the Austin Board of Realtors). If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are unable

to agree upon the fair market value of such Dissenting Co-Owner's Condominium, they shall appoint another appraiser (to be selected from the Austin Board of Realtors) to be umpire between them, if they can agree on such person. If within a reasonable time they are unable to agree upon an umpire, then either the Board or the Dissenting Co-Owner may apply to a District Judge of Travis County, Texas, for the selection of the umpire-appraiser (to be selected from the Austin Board of Realtors). The decision of the appraisers as to the fair market value, or in the case of their disagreement, such decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Board and the Dissenting Co-Owner. The sale shall be consummated within fifteen days thereafter, and the Board, as attorney-in-fact, shall disburse such proceeds as is provided in Section 8.3, (A) through (E).

8.6 OBSOLESCENCE OF LIMITED COMMON ELEMENTS: The Co-Owners of those Units having any given Limited Common Element as an appurtenance may upon their unanimous vote and upon the concurrence of the first mortgagees of all such Co-Owners agree that such Limited Common Element is obsolete and that the same should be renewed or reconstructed. In such event the expense of such renewal or reconstruction shall be payable pro rata by all of such Co-Owners as have such obsolete Limited Common Element as an appurtenance of their Condominium.

8.7 REPAIR OF UNIT INTERIOR: In the event of damage thereto or the destruction thereof, each Co-Owner shall be responsible for the reconstruction, repair, replacement and

maintenance of the interior of such Co-Owner's Unit, including but not limited to, the floor coverings, wall coverings, window shades, draperies, interior walls, furniture, furnishings, decorative light fixtures, appliances, doors (interior and exterior) and all windows therein irrespective of whether or not such appliances or equipment are "built-in" to the Unit.

8.8 TERMINATION: All of the Co-Owners may waive this condominium regime hereby created and request the County Clerk of Travis County, Texas, to regroup or merge the records of the separate estates with the principal property, provided that such separate estates are not encumbered or, if encumbered, that the creditors in whose behalf the encumbrances are recorded agree to accept as security the undivided portions of the property owned by the Co-Owner-debtors. Each Co-Owner, at the time of any such regrouping or merger, shall subsequent thereto own an undivided interest in the Project Property equal to the General Common Interest previously held by such Co-Owner.

8.9 EFFECT OF TERMINATION: Following termination, the property may be partitioned and sold upon the application of any Co-Owner. If the Council, by an affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of the total number of votes available to all the Co-Owners as set forth in Exhibit B determines to accept an offer for the sale of the property, each Co-Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board directs. In the event of such an impending sale, any action

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for partition or other division of the Project Property shall be held in abeyance pending such sale, and upon sale shall be discontinued by all parties thereto.

8.10 INSURANCE PROCEEDS PAYABLE TO THE BOARD TO CONSTITUTE CONSTRUCTION FUND: The proceeds of insurance payable to the Board on account of casualty and any sums receivable by the Board from collections of Deficiency Assessments shall constitute a construction fund which shall be disbursed in payment of the costs of construction and repair in the following manner:

(A) If the amount of the estimated cost of reconstruction and repair as determined by the Board is less than Fifty Thousand and No/100 Dollars ($50,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Board.

(B) If the estimated cost of construction and repair as above determined is more than Fifty Thousand and No/100 Dollars ($50,000.00), then the Board shall take competitive bids for the necessary construction work based upon plans and specifications of a qualified architect licensed as such in the State of Texas and shall make payments upon such construction contract under certificates of payment issued by such architect.

(C) In the event there is any surplus of moneys in the construction fund after the reconstruction or repair of the casualty damage has been fully completed and all costs paid, such sums may be retained by the Board as a reserve or may be used in the maintenance and operation of the Project; or in the discretion of the Board, may be distributed ratably in accordance with the applicable

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Common Interests to the Co-Owners and their mortgagees who are the beneficial owners of the funds.

ARTICLE 9

EMINENT DOMAIN

In case at any time or times the Project Property or any part thereof shall be taken or condemned by any authority having the power of eminent domain, compensation and damages for or on account of any Project Property shall be payable to the Board or the Trustee according to the terms of the By-Laws and Trust Agreement.

If such condemnation proceeds are payable to the Board, same shall be disbursed in accordance with the preceding Sections relating to damage to or destruction of the Project Property. If such proceeds are payable to the Trustee, same shall be dispersed in accordance with the By-Laws and Trust Agreement.

ARTICLE 10

INSURANCE

10.1 CLASSES OF INSURANCE REQUIRED: The Board shall be required to obtain and maintain, to the extent obtainable, the following classes of insurance; provided, however, all policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect of the interest of any particular Co-Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that Co-Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss,

which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Co-Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect:

(A) Fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the Project Property in its entirety (including all the Condominiums and the fixtures therein as form a part of the real estate, but not including furniture, furnishings, business equipment, machinery or supplies, ceiling, floor or wall coverings, and the like; or other personal property supplied by Co-Owners), together with all air conditioning equipment and other service machinery contained therein, and covering the interests of the Board, all Co-Owners and their mortgagees as interests may appear, in an amount equal to the full replacement value of the Project Property, without deduction for depreciation; each of said policies shall contain standard mortgagee clauses in favor of each mortgagee of a Condominium which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as his interest may appear subject, however, to the loss payment provisions in favor of the Board and Trustee as hereinafter set forth.

(B) Workmen's compensation insurance.

(C) Boiler and machinery insurance.

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(D) Plate glass insurance.

(E) Water damage insurance.

(F) Public liability insurance.

(G) Flood insurance.

(H) Such other insurance as the Board of Directors may determine.

All property damage policies shall provide that the adjustment of the loss shall be made by the Board with the approval of the Trustee, and that the net proceeds thereof, if Fifty Thousand and No/100 Dollars ($50,000.00), or less, shall be payable to the Board, and if more than Fifty Thousand and No/100 Dollars ($50,000.00), shall be payable to the Trustee.

The amount of fire insurance to be maintained until the first meeting of the Board shall not be less than One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00).

10.2 PHYSICAL DAMAGE INSURANCE REQUIREMENTS: All policies of physical damage insurance shall contain waivers of subrogation and waiver of any defense based upon co-insurance or invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Condominiums. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Condominiums at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall determine by appraisals or otherwise the full replacement value of the building, including all of the Condominiums and all of the Common Elements, without deduction

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for depreciation for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

10.3 PUBLIC LIABILITY INSURANCE REQUIREMENTS: The Board shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board may from time to time determine, covering each Co-Owner individually, the Managing Board as an unincorporated association and the Administrator, which public liability coverage shall also cover cross-liability claims of one insured against another. The Board shall review such limits once each year. Until the first meeting of the Board, such public liability insurance shall be in a single limit of Three Hundred Thousand and No/100 ($300,000.00) covering all claims for bodily injury and One Hundred Thousand and No/100 Dollars ($100,000.00) for property damage arising out of a single occurrence.

10.4 CO-OWNERS MAY PURCHASE ADDITIONAL INSURANCE: Co-Owners shall not be prohibited from carrying other insurance for their own benefit, provided that such policies shall contain waivers of subrogation and provided further that the liability of the carriers issuing insurance obtained by the Board shall not be affected nor diminished by reasons of any such additional insurance carried by any Co-Owner.

10.5 PREMIUMS TO BE COMMON EXPENSES: All premiums upon insurance purchased by the Board pursuant to this Article shall be General Common Expenses, except that the amount of increase over the annual premium occasioned by the use, misuse, occupancy or abandonment of a Condominium or its appurtenances or of the Common Elements by a Co-Owner shall be assessed against that Co-Owner. Not less than ten

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(10) days prior to that date when a premium is due, evidence of such payment shall be furnished by the Board to each mortgagee of a Condominium of which the Association has been informed.

10.6 APPOINTMENT OF ATTORNEY-IN-FACT: Each Co-Owner, by ownership of a Condominium, shall be deemed to appoint the Board as his true and lawful attorney-in-fact to act by its President and Secretary in connection with all matters concerning the maintenance of any Master Policy. Without limitation of the generality of the foregoing, the Board as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to adjust claims and to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Board in regard to such matters. The Board shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Co-Owner for occurrences within a Unit not caused by or connected with the Board's operation, maintenance or use of the Project.

10.7 Any express or implied provision of the Condominium Documents to the contrary notwithstanding, those minimum levels of insurance coverage provided in Section 6.6 of the By-Laws attached hereto as Exhibit "C" shall not be reduced or eliminated by any act of any party, including, without limitation, any action by Declarant, the Board or the Council during either of the following time periods:

(A) While Declarant owns any of the Condominiums; or

(B) prior to obtaining the written consent of all mortgagees of Condominiums.

ARTICLE 11

AMENDMENT OF CONDOMINIUM DOCUMENTS

The Condominium Documents (exclusive of this Declaration and Exhibits "A" and "B" hereto) may be amended in the following manner:

(A) Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of the Council meeting at which the proposed amendment is to be considered.

(B) A resolution adopting a proposed amendment must be approved by an affirmative vote of not less than seventy-five percent (75%) of the total number of votes availabe to all the Co-Owners as set forth in Exhibit "B".

(C) A copy of such amendment shall be certified by the Board Secretary as having been duly adopted and shall be effective when recorded in the office of the County Clerk of Travis County, Texas. Copies of any such recorded amendments certified by said County Clerk shall be sent to each Co-Owner by certified mail.

Notwithstanding the foregoing, the Condominium Documents may not be so amended, changed or otherwise modified as to alter the Common Interests appurtenant to any Unit.

ARTICLE 12

NOTICE

Each Co-Owner shall register his mailing address with the Board, and except for monthly statements and other routine notices, all other notices or demands intended to be

served upon a Co-Owner shall be sent by either registered or certified mail, return receipt requested, postage prepaid, addressed in the name of the Co-Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Administrator, Board or Council shall be sent by certified mail, return receipt requested, postage prepaid, to the Project Office located at 9009 North Plaza Road, Unit 115, Austin, Travis County, Texas, until such address is changed as provided in the By-Laws.

ARTICLE 13

MISCELLANEOUS

13.1 SEVERABILITY: If any provision of the Condominium Documents or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the United States or the State of Texas, then the said laws shall be deemed controlling and the validity of the remainder of the Condominium Documents and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby. In the event of conflict between the provisions of this Declaration and those of any other Condominium Document, except the Trust Agreement, the provisions of this Declaration shall control. In the event of conflict between the provisions of the By Laws and the Rules and Regulations, the provisions of the former shall control.

13.2 PROVISIONS SUBJECT TO TRUST AGREEMENT: The provisions of Articles 8 and 10 of this Declaration shall be subject to the Trust Agreement. To the extent of any conflict

between any paragraph of this Declaration and said Trust Agreement, the latter shall control.

13.3 PROVISIONS OF DECLARATION SUPPLEMENTAL TO LAW: The provisions of this Declaration shall be in addition and supplemental to and not in lieu of the Condominium Act of the State of Texas and all other provisions of law.

13.4 OWNERSHIP OF MULTIPLE CONDOMINIUMS DEEMED INDEPENDENT: Any other provision of the Condominium Documents to the contrary notwithstanding, each Condominium owned by a Co-Owner of two or more Condominiums shall, for all purposes, be treated as a distinct legal estate and as though each of such Condominiums were owned by different Co-Owners. The rights, interests and obligations of such a Co-Owner with regard to each such Condominium shall be determined independently of any such rights, interests and obligations as relate to the remaining Condominiums owned by him. Specifically, but not in limitation of the foregoing, breach of any provision of the Condominium Documents with respect to one Condominium including delinquency in the payment of any assessment with regard thereto shall not affect such Co-Owner's right, title or interest as to any other Condominium owned by him; provided, however, this section shall not be construed as prohibiting cross-collateralization upon the written agreement of any Co-Owner for the purpose of obtaining financing or securing any other obligation or undertaking of such Co-Owner.

13.5 UTILITIES: Utilities, such as electricity for light, power, and telephone, which are intended to serve each individual Unit, are on separate meters and shall be

separately paid by the Co-Owner of each Unit, and each Co-Owner shall also separately pay all deposits required in connection with or for such utilities and services. All utilities which are designed and intended to serve the Common Elements or any portion thereof shall constitute a General Common Expense or Limited Common Expense as the case may be.

13.6 TAXES: Taxes shall be assessed against and collected on each condominium, including carport or garage appurtenant thereto, each of which Condominium shall be carried on the tax books as a separate and distinct entity for that purpose, and not on the Project Property as a whole. The valuation of the General and Limited Common Elements shall be assessed separately to each owner in accordance with the fraction or percentage of each owner.

13.7 PERPETUITIES: If any provision of the Condominium Documents would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then notwithstanding anything herein to the contrary, such provision shall be deemed to remain in effect for a term of twenty years from and after the date of the death of the said O. Dean Couch, Jr., after which time the same shall be automatically extended for successive periods of ten (10) years unless the contrary be agreed to in writing by a majority in General Common Interest of the Co-Owners at any time during the last calendar year of such twenty-year period or any such successive ten-year periods.

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IN WITNESS WHEREOF, Declarant has duly executed this Declaration this 23rd day of January, 1975.

O. DEAN COUCH, Jr., doing business as COUCH MORTGAGE COMPANY

By O. Dean Couch
O. Dean Couch, Jr.

THE STATE OF TEXAS §

COUNTY OF ~~TRAVIS~~ HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the said was the act of the said O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 23rd day of January, 1975.

NOTARY SEAL

Rebecca L Pesce
Notary Public in and for Harris County, Texas

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EXHIBIT "A"

Field notes for 261,630 square feet or 6.006 acres of land out of Courtlandt Place 2, a subdivision of a portion of the James P. Wallace Survey No. 57, and a portion of the John Applegate Survey No. 58 in Travis County, Texas, according to a plat of said Courtlandt Place 2, of record in Book 71 at Page 56 of the Plat Records of Travis County, Texas, which tract of land containing 261,630 square feet or 6.006 acres is more particularly described by metes and bounds as follows:

BEGINNING at an iron stake found in the west line of Fiskville Cemetery Road, at the southeast corner of Phase 1-A of said Courtlandt Place 2;

THENCE, with the west line of said Fiskville Cemetery Road and the east line of said Courtlandt Place 2, S28° 21'W 339.84 feet to an iron stake set;

THENCE, N61° 24'W 609.19 feet to an iron stake set in the east line of a street known as North Plaza;

THENCE, with the east line of North Plaza, N29° 06'E 296.73 feet to an iron stake at the point of curvature of a curve whose intersection angle is 23° 17', whose tangent distance is 74.17 feet and whose radius is 360.00 feet;

THENCE, following said curving line to the left, an arc distance of 146.29 feet, the chord of which arc bears N17° 28'E 145.29 feet to an iron stake at the point of tangency of said curve;

THENCE, N5° 49'E 54.45 feet to an iron stake at the point of curvature of a curve whose intersection angle is 31° 36', whose tangent is 84.89 feet and whose radius is 300.00 feet;

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THENCE, following said curving line to the left, an arc distance of 73.77 feet, the chord of which arc bears N12° 52'E 73.58 feet to an iron stake found at the southwest corner of said Phase 1-A of Courtlandt Place 2;

THENCE, with the south line of said Phase 1-A, Courtlandt Place 2, S37° 45'E 287.47 feet to an iron stake, S45° 46'E 304.56 feet to an iron stake, and S50° 16'E 119.85 feet to the POINT OF BEGINNING.

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EXHIBIT "B"

Reference is here made for all purposes to that certain Declaration for Courtlandt Place Condominium, of even date herewith, executed by O. Dean Couch, Jr., doing business as Couch Mortgage Company, to which Declaration this Exhibit "B" is attached. Unless the context hereof shall expressly require otherwise, terms are used herein as defined therein.

Courtlandt Place Condominium is a forty-one unit townhouse condominium development formed under and subject to the Texas Condominium Act, Tex. Rev. Civ. Stat. art. 1301a and located on 6.006 acres of land, more or less, out of the James P. Wallace Survey No. 57 and a portion of the John Applegate Survey No. 58 in Travis County, Texas, which said 6.006-acre parcel of land is more particularly described by metes and bounds in Exhibit "A" to the Declaration and is depicted by plat attached hereto as Schedule "B" and made a part hereof for all purposes.

Type of Construction:	Wood Frame
Exterior Walls:	Brick Veneer
Windows:	Double hung, aluminum
Doors:	Hollow Core Slab
Roof:	Composition
Floors:	Shag Carpet, Vinyl Asbestos, Tile
Interior Walls:	Painted over 1/2-inch sheetrock and wallpaper
Plumbing & Electrical:	Standard
Bathroom:	Wallpaper, Marble top vanities
Kitchen:	Built-ins, include double ovens, range and hood, trashmasher and disposal

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Air Conditioning & Heating:	Individual central system
Amenities:	Two lighted laykold tennis courts, one swimming pool with decking, and a bath house
Utilities:	City water, electricity, gas sanitary sewers, storm sewers, telephones, garbage pick-up
Sidewalks:	Concrete
Carports:	Metal and wood
Parking:	Asphalt
Landscaping:	Grass and shrubs

The location of each building on the Land is depicted in said Schedule "B." The location of each Unit within each building, and the general description of each floor within each building and Unit is depicted in Schedule "C" attached hereto and made a part hereof for all purposes. The general characteristics of each Unit are described in Schedule "A" attached hereto and made a part hereof for all purposes.

In addition to those Limited Common Elements set forth in said Schedule "B" as being appurtenant to each Unit, each second story balcony shall be deemed to be and hereby is declared a Limited Common Element of the Unit having direct access to such balcony.

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SCHEDULE A

UNIT NUMBER 101 : Depicted on Schedule C as Unit B-1

Building B — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1322

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 13

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 102 : Depicted on Schedule C as Unit B-2

Building B — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 103 : Depicted on Schedule C as Unit B-2

Building B — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 18

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 104 : Depicted on Schedule C as Unit B-4

Building B — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

~~1 08 1808~~
1 08 3104

UNIT NUMBER 105 : Depicted on Schedule C as Unit B-5

Building B — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 21

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 106 : Depicted on Schedule C as Unit B-6

Building B — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1322

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 13

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 107 : Depicted onSchedule C as Unit B-7

Building B — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 108 : Depicted on Schedule C as Unit A-1

Building A — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

I 08 3105 ~~I 08 1809~~

UNIT NUMBER 109 : Depicted on Schedule C as Unit A-2

Building A — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1238

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 12

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 110 : Depicted on Schedule C as Unit A-3

Building A — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1777

Number of Baths 3 — Number of Votes in Council of Co-Owners 18

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 111 : Depicted on Schedule C as Unit A-4

Building A — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 112 : Depicted on Schedule C as Unit A-5

Building A — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

1 08 3106 ~~1 08 1810~~

UNIT NUMBER 113 : Depicted on Schedule C as Unit A-6

Building A — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 114 : Depicted on Schedule C as Unit A-7

Building A — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1322

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 13

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 115 : Depicted on Schedule C as Unit A-8

Building A — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 116 : Depicted on Schedule C as Unit C-1

Building C — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

I 08 3107 ~~I 08 1811~~

UNIT NUMBER 117 : Depicted on Schedule C as Unit C-2

Building C — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1238

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 12

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 118 : Depicted on Schedule C as Unit C-3

Building C — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1777

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 18

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 119 : Depicted on Schedule C as Unit C-4

Building C — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 120 : Depicted on Schedule C as Unit C-5

Building C — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1322

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 13

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

1 08 3108 ~~1 08 1812~~

UNIT NUMBER 121 : Depicted on Schedule C as Unit C-6

Building C — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Carport and fenced-in patio area

****

UNIT NUMBER 122 : Depicted on Schedule C as Unit C-7

Building C — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 123 : Depicted on Schedule C as Unit C-8

Building C — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1238

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 12

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 124 : Depicted on Schedule C as Unit E-5

Building E — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

1 08 3109 ~~1 08 1813~~

UNIT NUMBER 125 : Depicted on Schedule C as Unit E-4

Building E — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1238

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 12

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 126 : Depicted on Schedule C as Unit E-3

Building E — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 127 : Depicted on Schedule C as Unit E-2

Building E — Number of Parking Spaces 3

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 128 : Depicted on Schedule C as Unit E-1

Building E — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1322

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 13

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

1 08 3110 ~~1 08 1814~~

UNIT NUMBER 129 : Depicted on Schedule C as Unit D-4

Building D — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 130 : Depicted on Schedule C as Unit D-3

Building D — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1777

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 18

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 131 : Depicted on Schedule C as Unit D-2

Building D — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 132 : Depicted on Schedule C as Unit D-1

Building D — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

J. 08 3111 ~~J 08 1815~~

UNIT NUMBER 133 : Depicted on Schedule C as Unit F-1

Building F — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 134 : Depicted on Schedule C as Unit F-2

Building F — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1322

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 13

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 135 : Depicted on Schedule C as Unit F-3

Building F — Number of Parking Spaces 2

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 136 : Depicted on Schedule C as Unit F-4

Building F — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elments Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 137 : Depicted on Schedule C as Unit G-1

Building F — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1238

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 12

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 138 : Depicted on Schedule C as Unit G-2

Building G — Number of Parking Spaces 3

Number of Bedrooms 4 — Floor Area in Square Feet 2177

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 139 : Depicted on Schedule C as Unit G-3

Building G — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1930

Number of Baths 3 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

UNIT NUMBER 140 : Depicted on Schedule C as Unit G-4

Building G — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1857

Number of Baths 2 1/2 — Number of Votes in Council of Co-Owners 19

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

1 08 3113 - ~~1 08 1817~~

UNIT NUMBER 141 : Depicted on Schedule C as Unit G-5

Building G Number of Parking Spaces 3

Number of Bedrooms 4 Floor Area in Square Feet 2177

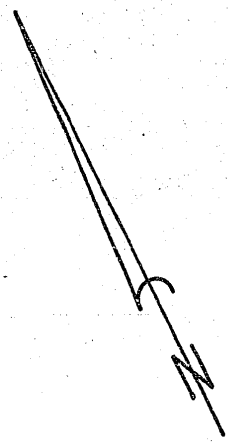
Number of Baths 2 1/2 Number of Votes in Council of Co-Owners 22

Limited Common Elements Appurtenant to Unit:
Carport and fenced-in patio area

****

~~I 08-1818~~

I 08-3114



° LEGEND °

- Iron Pin
- Water Valve
- Cleanout
- Light
- (W) Water Meter
- (S) Storm Sewer Manhole
- (E) Electric Manhole
- Electric Service
- Telephone Service
- Wood Fence
- Ornamental Iron Fence
- Chain Link Fence
- [E] Electric Junction Box
- Concrete
- Fire Plug

RECORDERS MEMORANDUM
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NOTES:

1. Square footage shown for Apartment Buildings are the areas bounded by the interior surfaces of the perimeter of concrete slab areas.

4 244

2. Square footage for carports is the area under cover.

~~1 08 1819~~
1 08 3115

N12°52'E
R=783.27'
C=783.58'
S54.45'
N05°49'E
N17°28'E
C=145.29'
R=146.29'
S37°45'E
297.47'
ft. 10' Sanitary Sewer Easement Vol. 24
APARTMENT BUILDING "B"
12,395 Sq. Ft.
Elev. 643.64
Elev. 642.21
Elev. 642.26
Storage
Storage
Storage
Storage
Storage
Garage
Garage
Gar

~~I 08 1820~~
I 08_3116

SURVEY
OF THE
FEET O
OUT OF
TRAVIS
BUILDIN
THEREO

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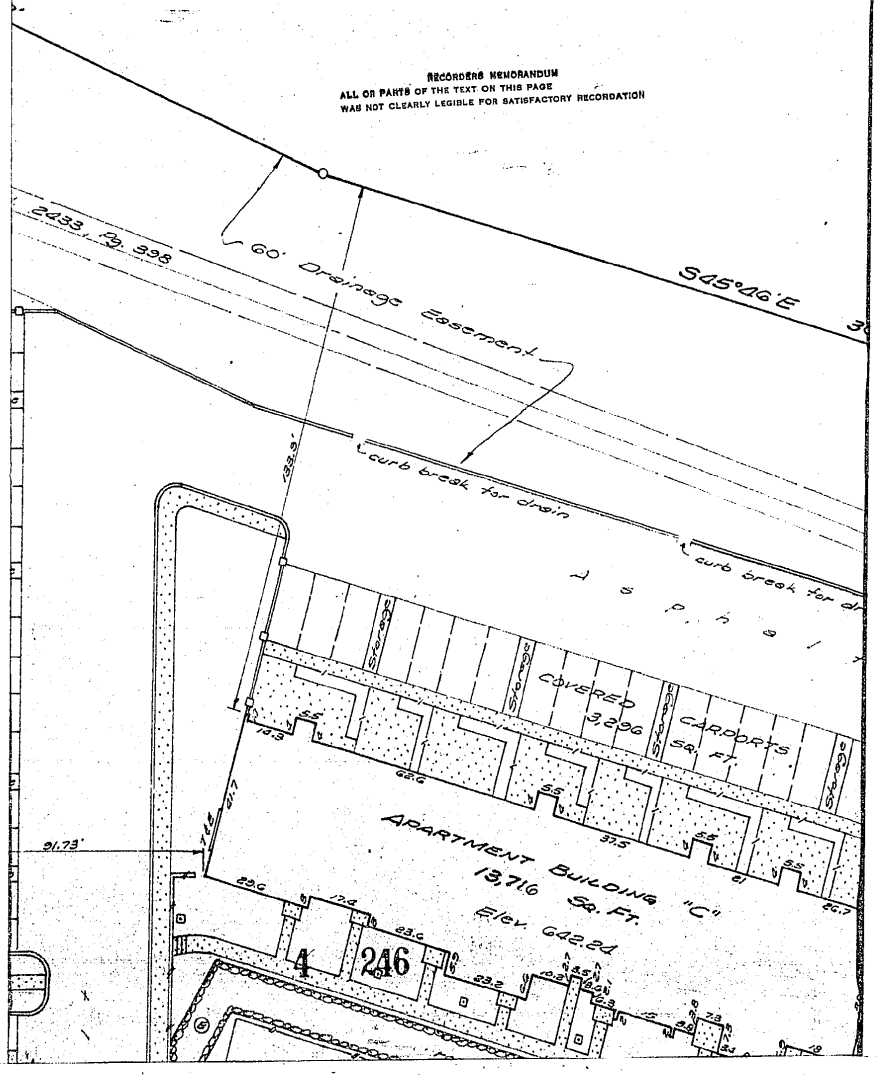

~~I 08-1821~~

I 08-3117

"SCHEDULE B TO EXHIBIT

EY PLAT SHOWING LOCATION A
HE PROJECT TRACT OF LAND,
T OUT OF COURTLANDT PLACE
OF THE JOHN APPLEGATE SU
IS COUNTY, TEXAS, AND THE
DINGS, CARPORTS AND OTHER
REON.

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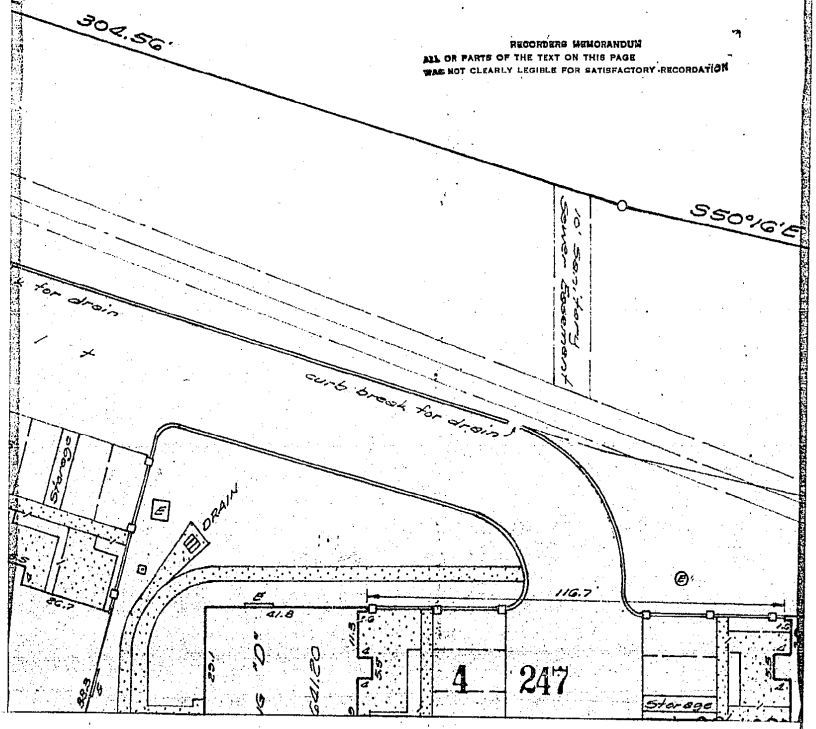
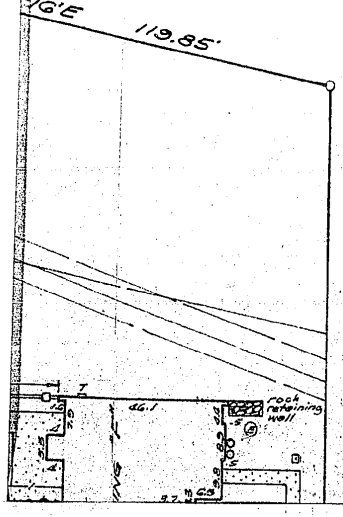


~~I 08 1822~~
I 08 3118

BIT B"

Y AND DIMENSIONS
D, 261,630 SQUARE
ACE 2, A SUBDIVISION
SURVEY IN AUSTIN,
E LOCATION OF
ER IMPROVEMENTS



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4 248

interior surfaces of the perimeter of concrete slab areas.

2. Square footage for carports is the area under cover.

3. Utility easements exist as shown.

4. Benchmark: 2-60d nails in South side of 48" Water Elm on North bank of 60' Drainage Ditch. Elevation = 637.40 (U.S.C. & G.S.)

5. Carport areas shown do not include storage areas.

I. 08 1823
I. 08 3119

RECORDER'S MEMORANDUM
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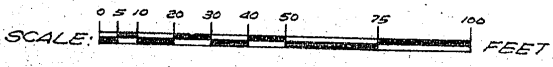

I, B.F. Priest, hereby certify that this plat represents a survey made on the ground by me on January 11, 1975, and at this date, the facts as shown hereon were true and correct and that there were no encroachments.

B. F. Priest

B.F. Priest
Registered Public Surveyor No. 828

4 . 249

RECORDERS MEMORANDUM
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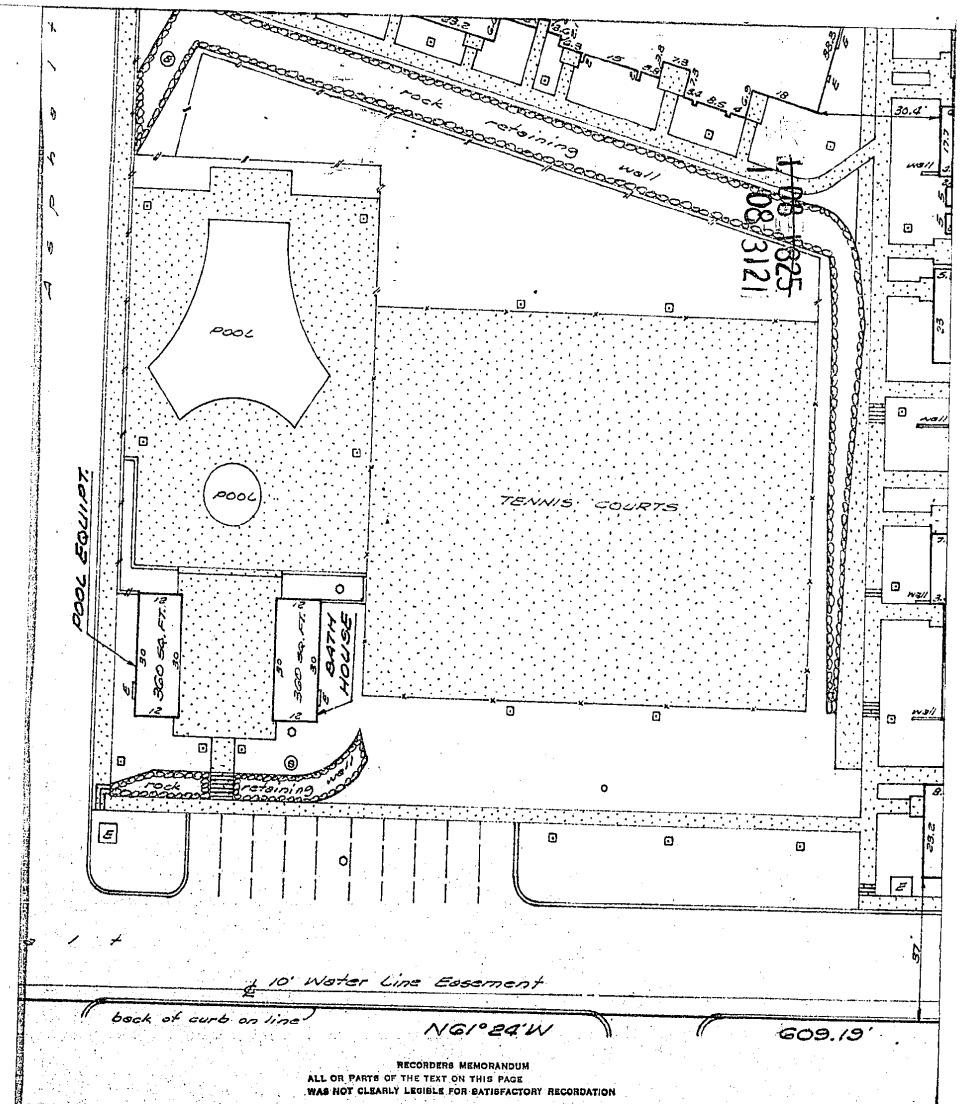

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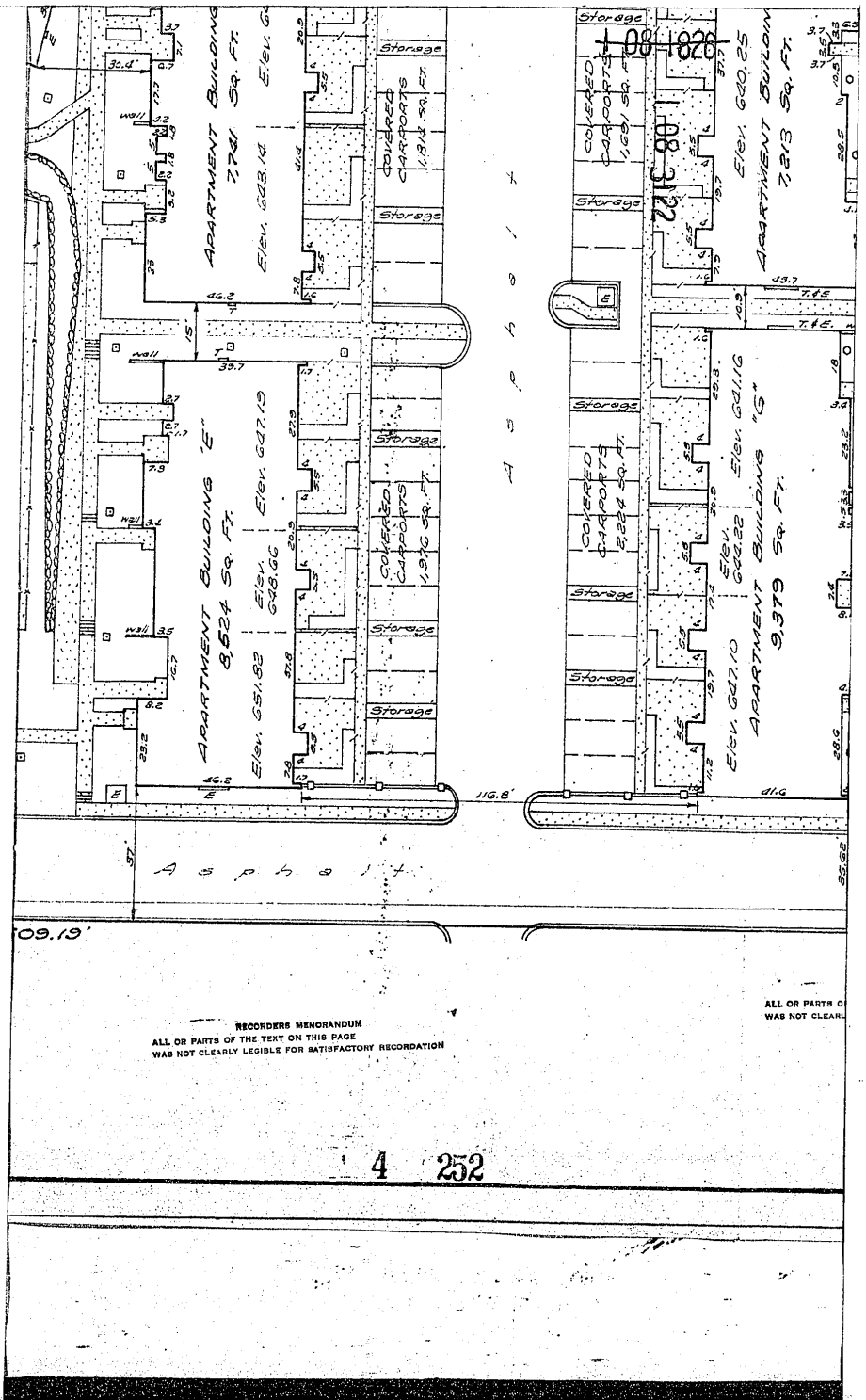
108 1825
108 3121

4 251



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88-322

4 252

~~1 08 1827~~
1 08 3123

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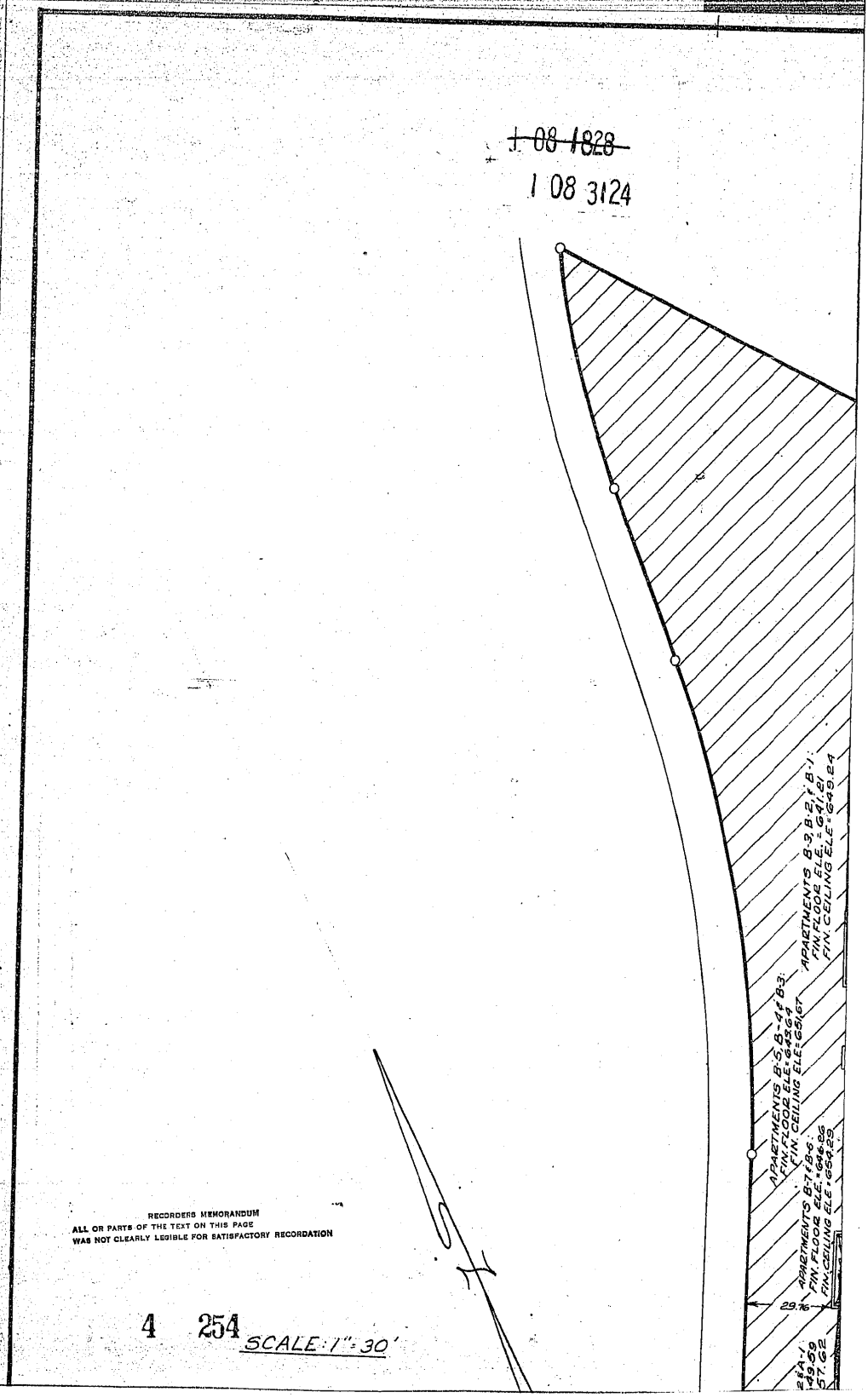
4 253

~~I 08 1828~~

I 08 3124



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4 254 SCALE: 1" = 30'

~~I 08 1829~~

I 08 3125

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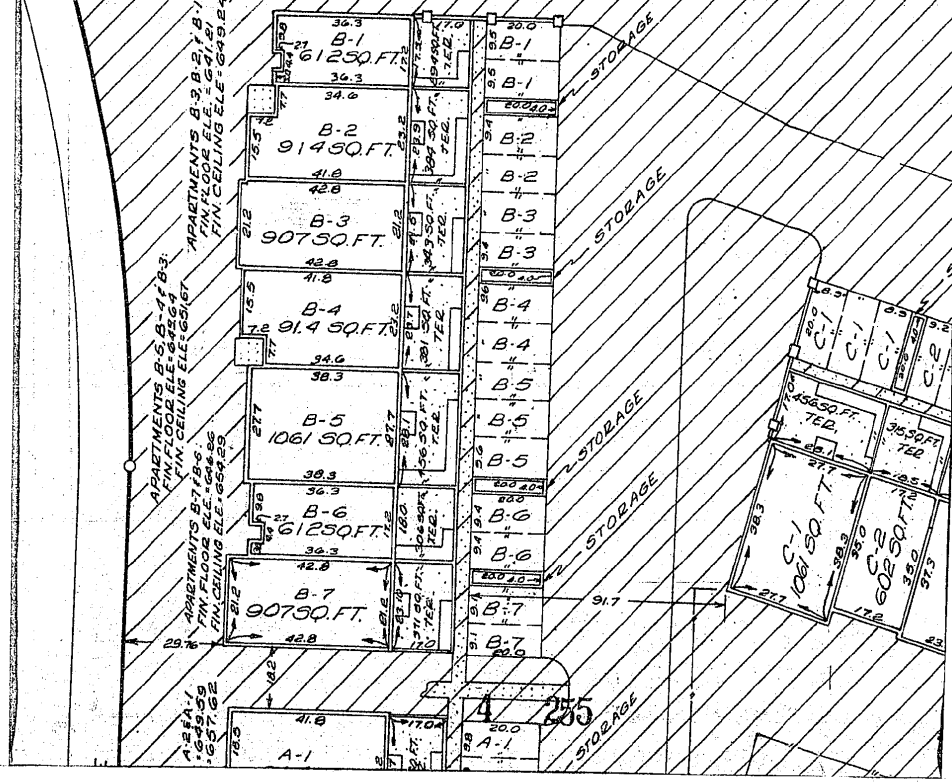
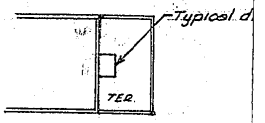


~~I 08 1830~~
I 08 3126

NOTES:
1. Square footage shown for Apartment
bounded by the interior surfaces of
and the exterior surfaces of balc
2. Finished Floor Elevations of Apartm
3. Finished Ceiling Elevations of Aper



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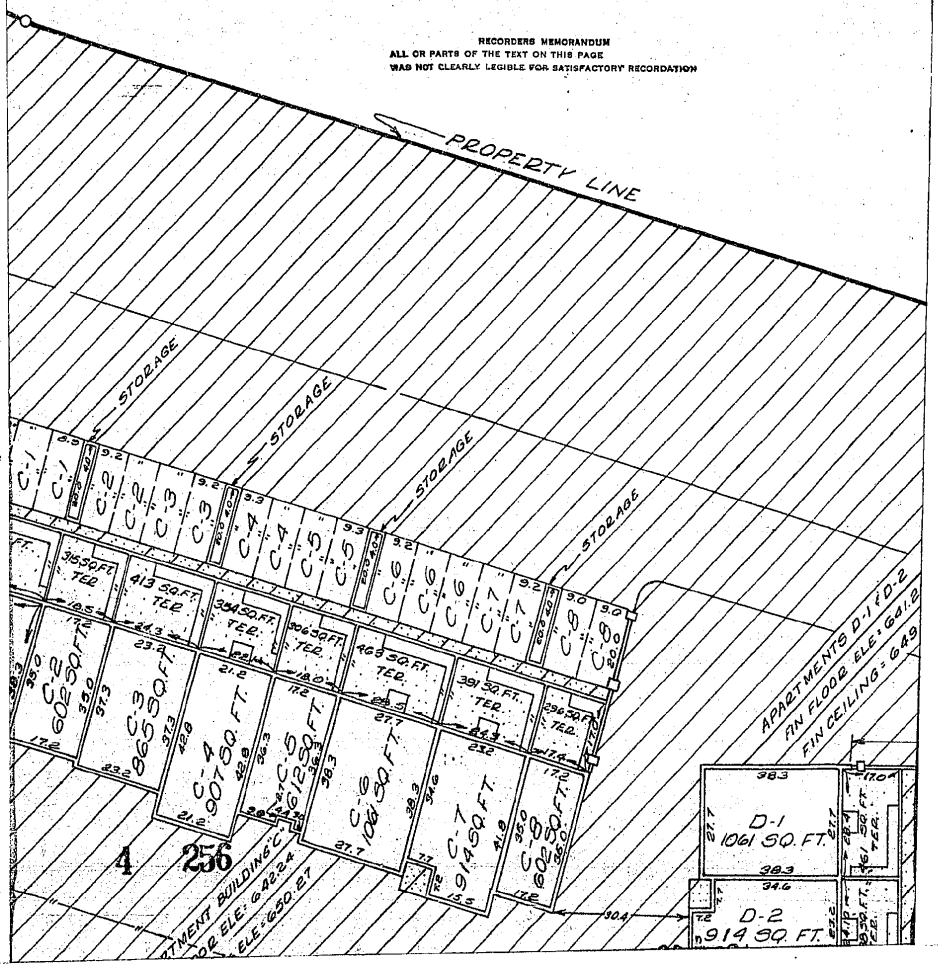
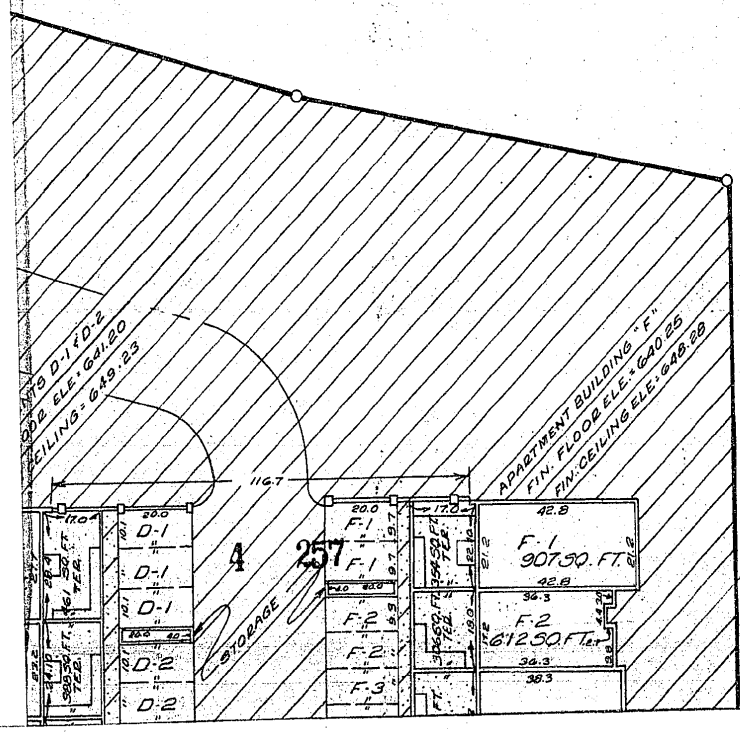


~~1 08 1831~~
1 08 3127

Apartment units are the areas
Surfaces of the perimeter walls, floors
es of balconies and terraces.
s of Apartments are as shown hereon.
ons of Apartments are as shown hereon.

Typical dimensions of chimneys are 4.0 × 5.5



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1 08 3128

108 1827

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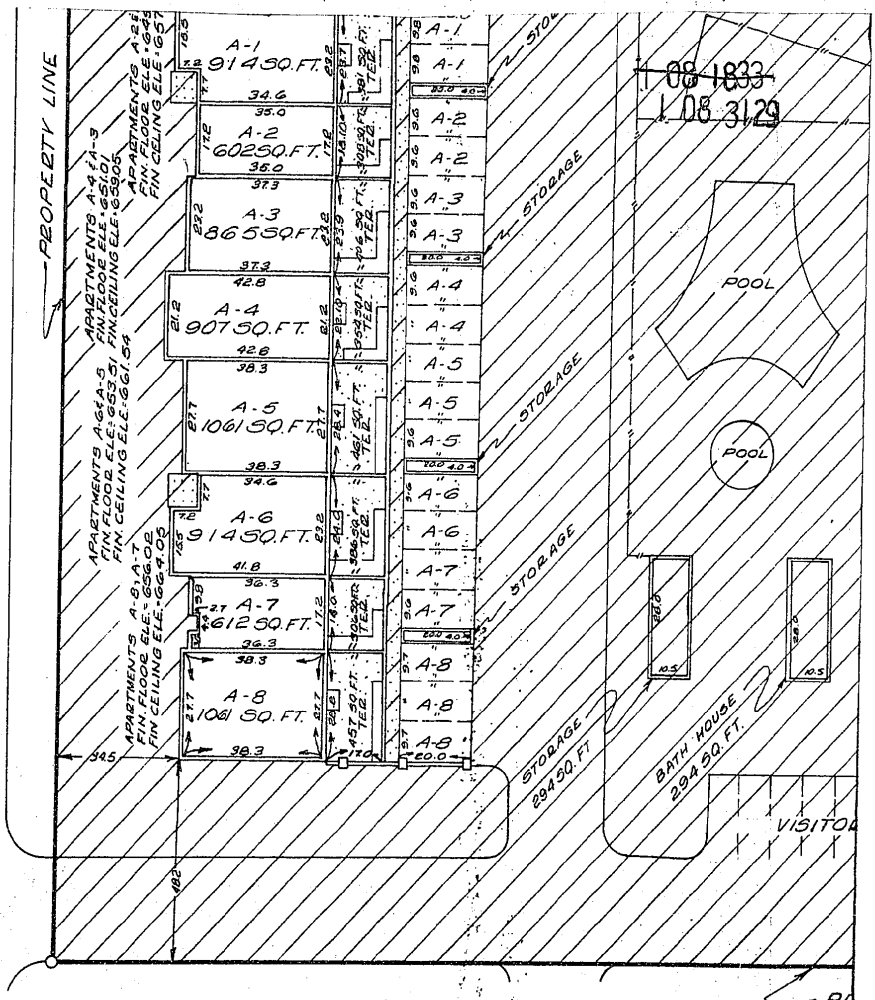

08 1833
I 08 3129

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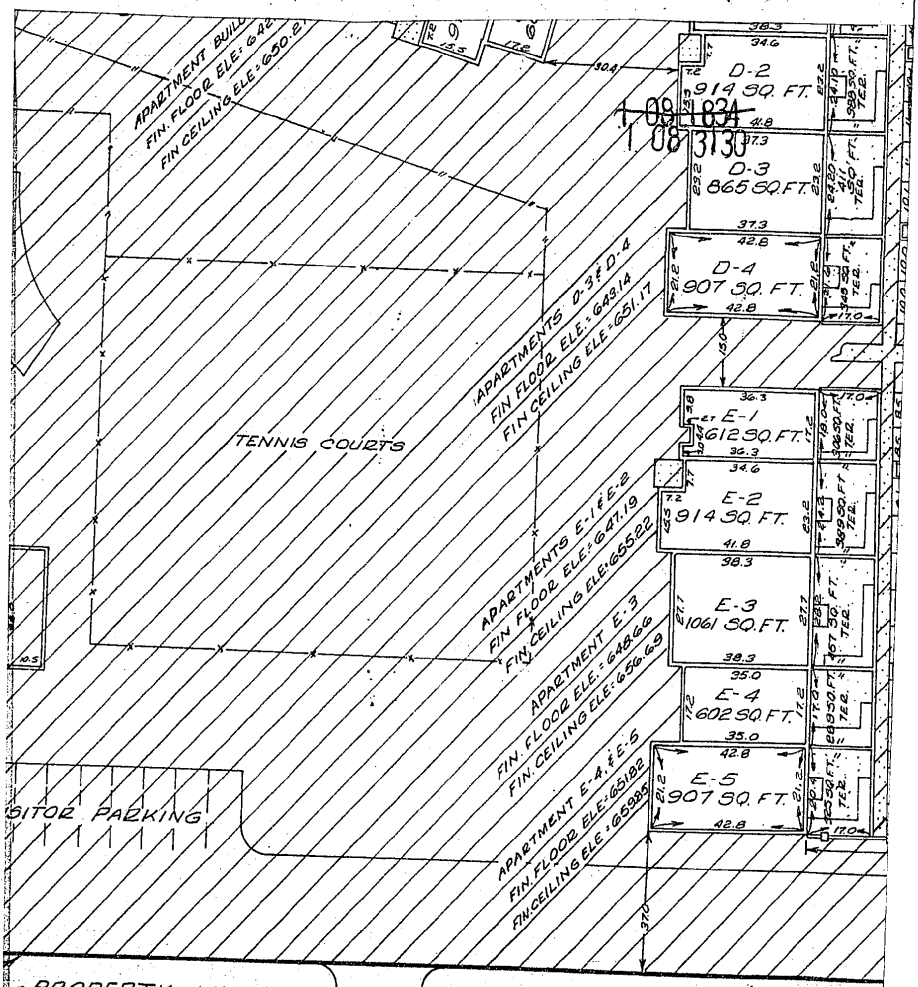

1 08 4634
1 08 3130

RECORDERS MEMORANDUM
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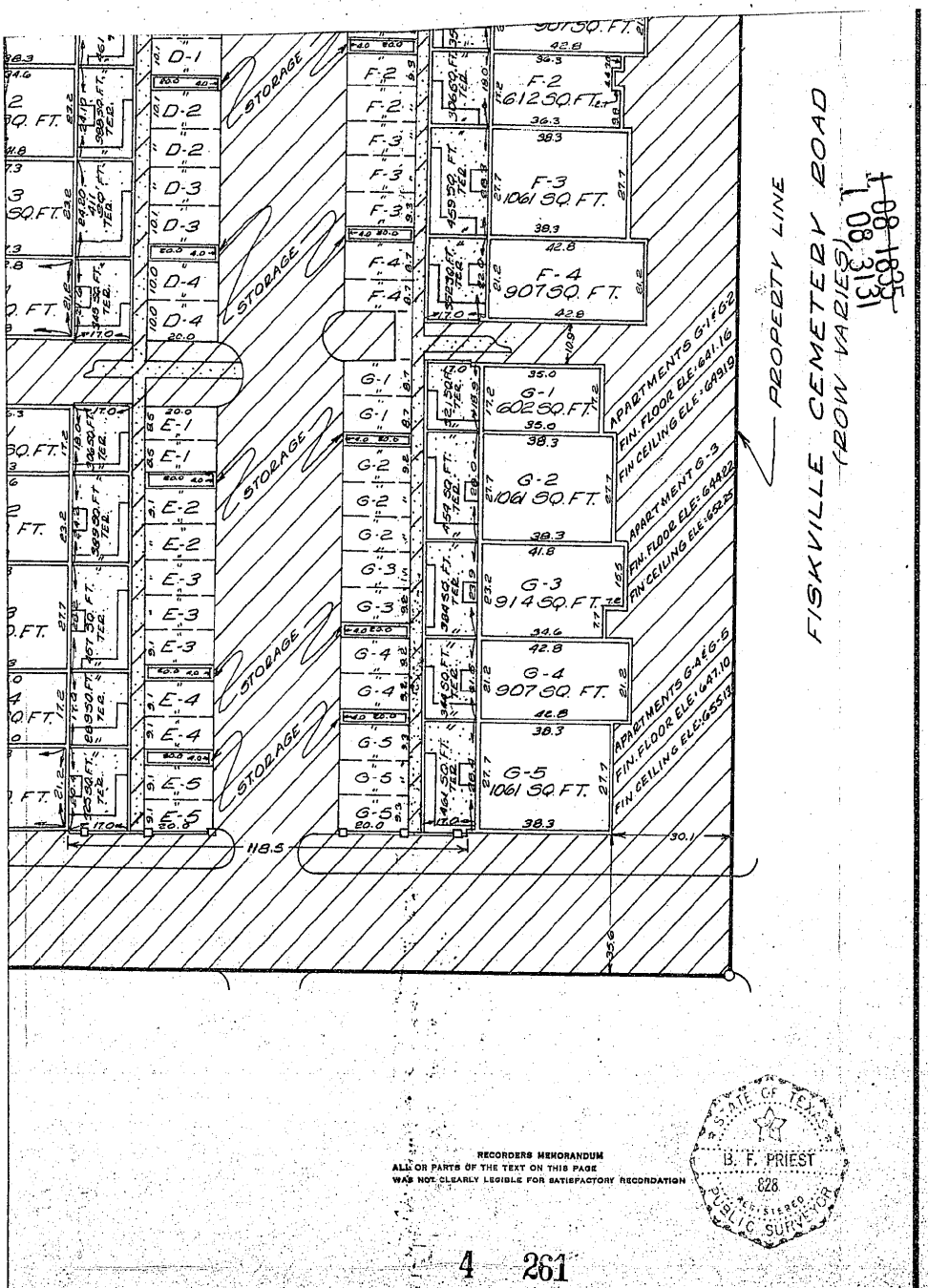
Y PLAT OF FIRST FLOOR OF BUILDINGS
SCHEDULE C TO EXHIBIT B"
SURVEY PLAT SHOWING LOCATION,
SQUARE FOOTAGE, AND DIMENSIONS
ON FIRST FLOOR OF EACH
INDIVIDUAL UNIT



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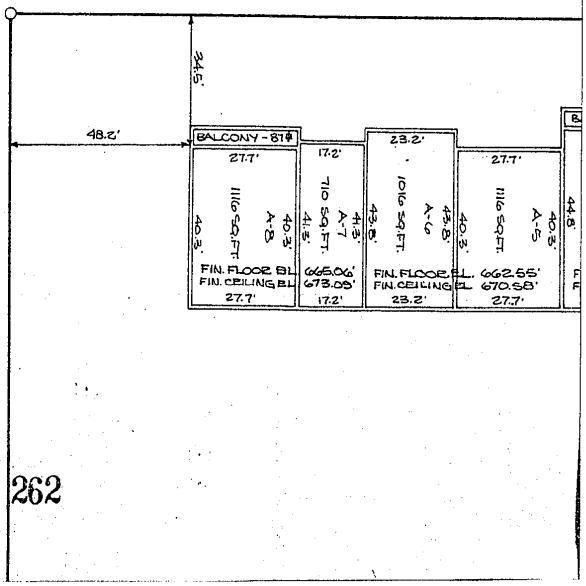
STATE OF TEXAS
B. F. PRIEST
626
REGISTERED
PUBLIC SURVEYOR

4 261

~~1 08 1836~~

1 08 3132

SCALE: 1" = 30'



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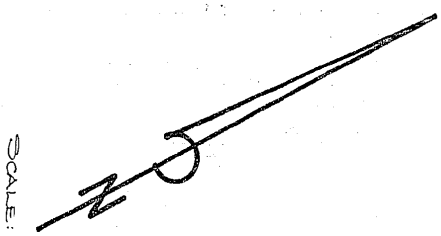
4 262

~~L 08 1837~~

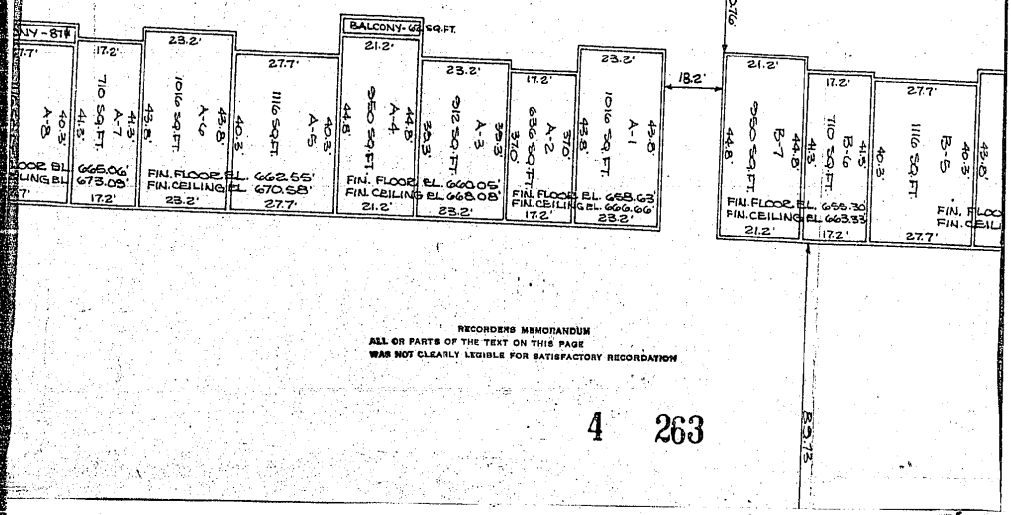
L 08 3133



SCALE: 1" = 30'

NORTH PLAZA
(60' WIDE)

PROPERTY LINE



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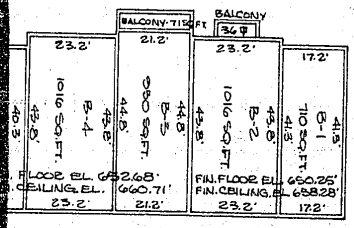

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PROPERTY LINE

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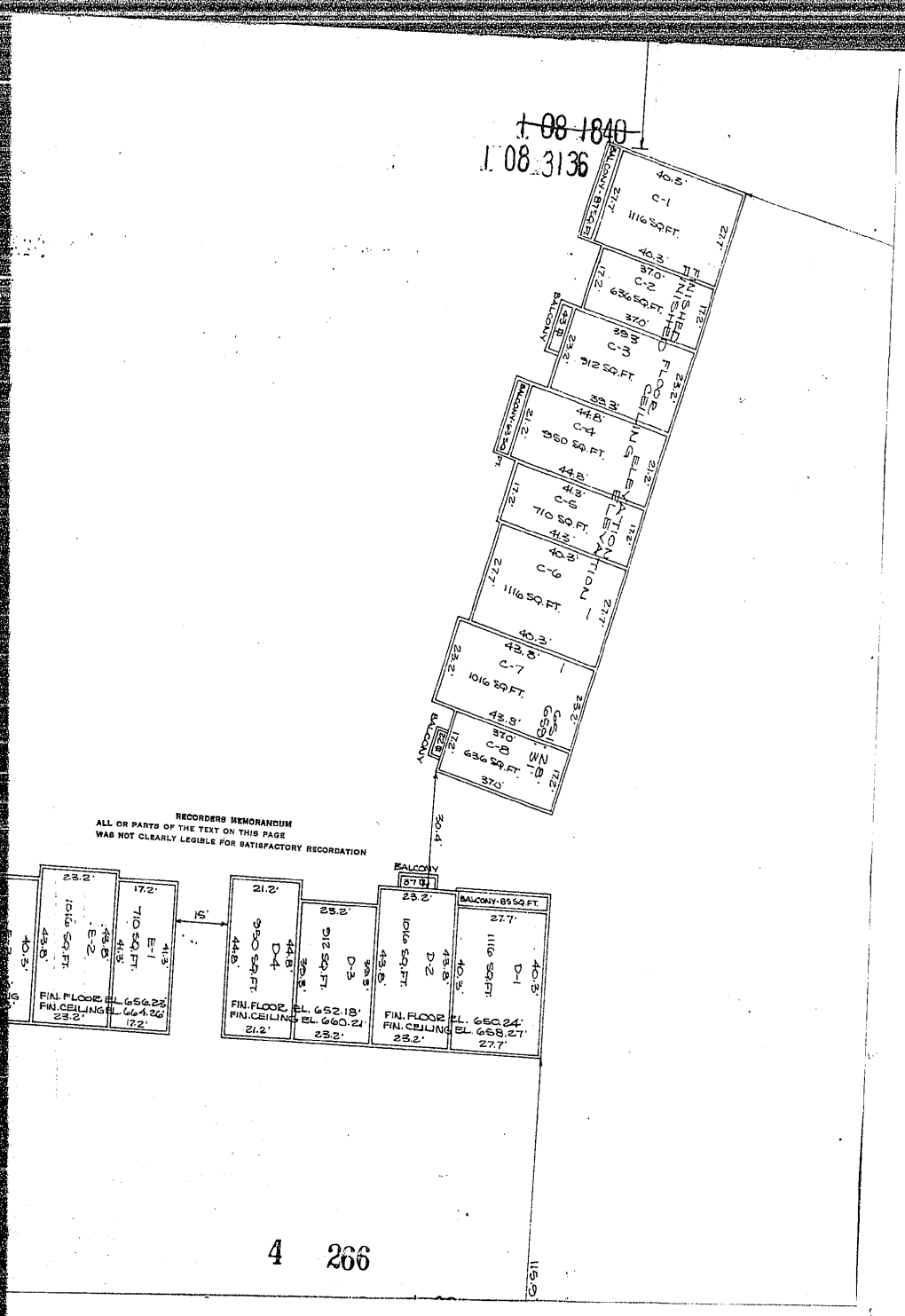
SURVEY PLAT OF THE SECOND FLOOR OF BUILDINGS "SCHEDULE C TO EXHIBIT B"

SURVEY PLAT SHOWING LOCATION, SQUARE FOOTAGE, AND DIMENSIONS ON SECOND FLOOR OF EACH INDIVIDUAL APARTMENT.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BALCONY 87 SQ.FT.
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C-2
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D-4
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FIN. FLOOR EL. 650.23'
FIN. CEILING EL. 664.26'
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FIN. CEILING EL. 658.27'
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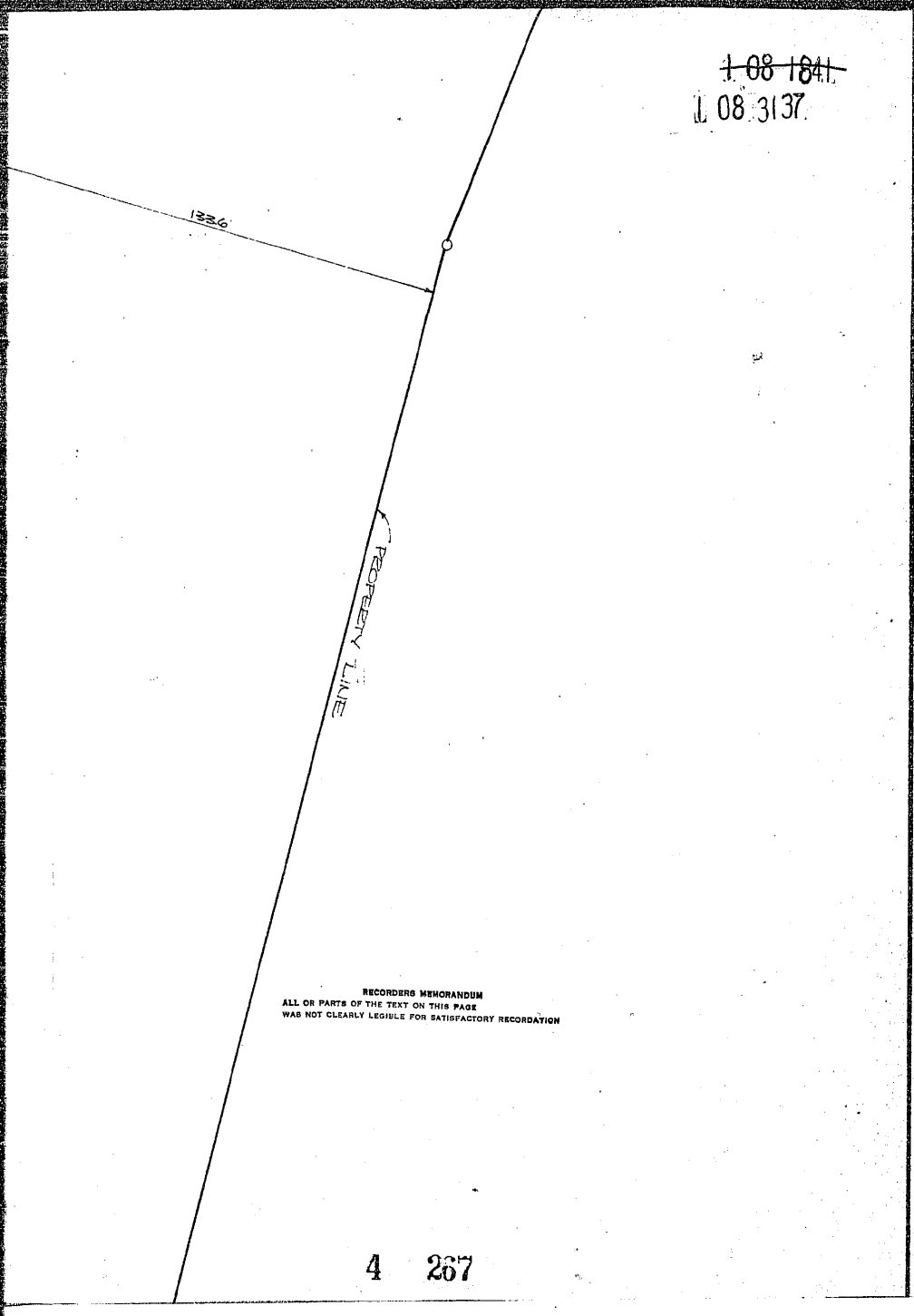

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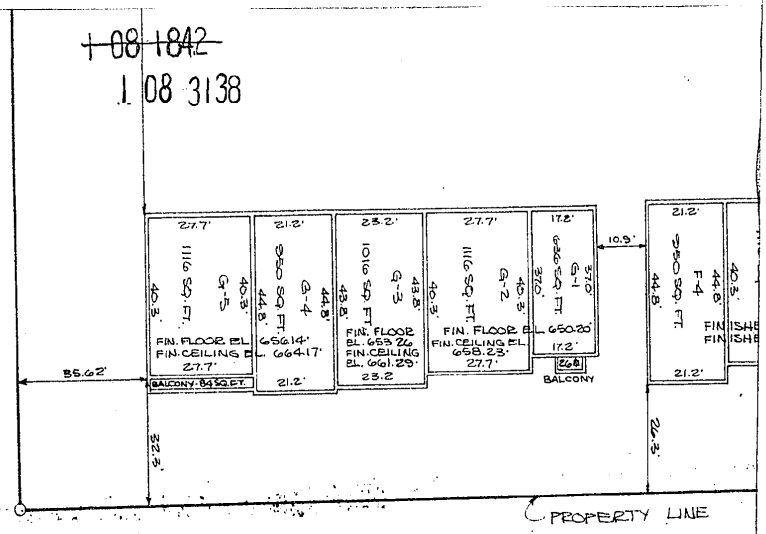

FISKVILLE CEME

(R.O.W. VARI

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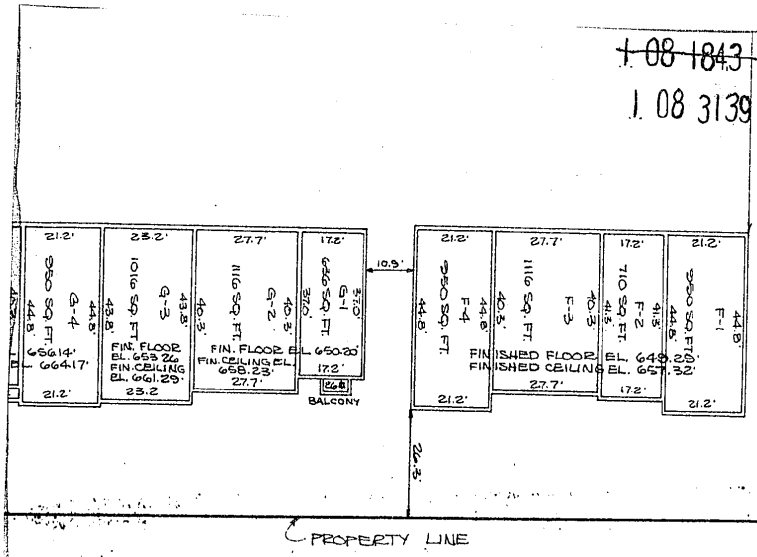
I 08 3139



PROPERTY LINE

FISKVILLE CEMETERY ROAD
(R.O.W. VARIES)

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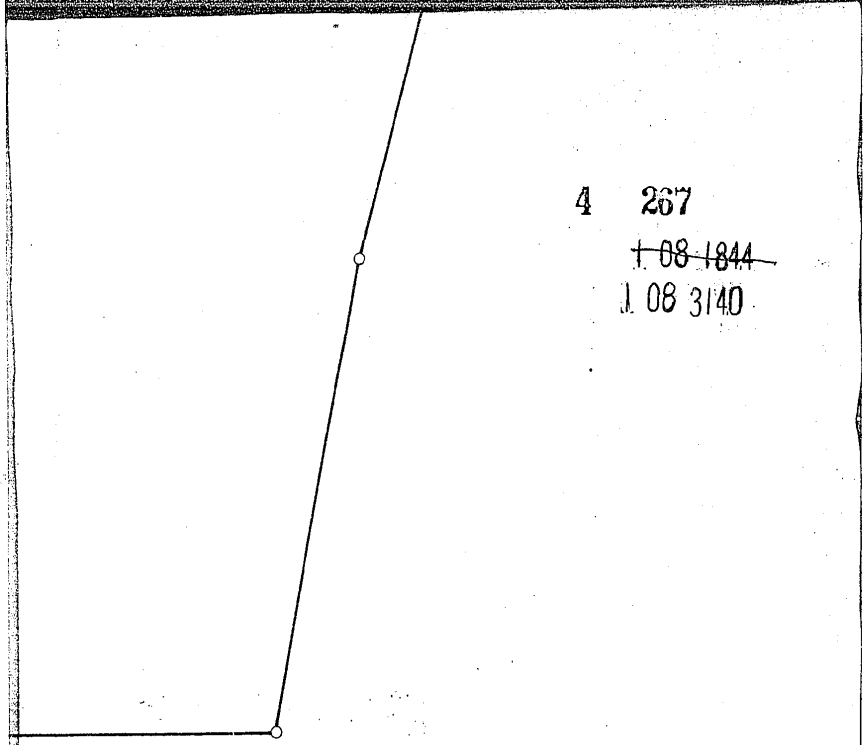

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~~T. 08 1845~~
T. 08 3141

Notes:

1. Square footage shown for Apartment units and elements are the areas bounded by the interior surfaces of the perimeter walls, floors, and the exterior surfaces of balconies and terraces
2. Finished Floor Elevation of Apartments are as shown hereon.
3. Finished Ceiling Elevation of Apartments are as shown hereon.

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~~I 08 1846~~
I 08 3142

EXHIBIT "C"

BY-LAWS

of

COURTLANDT PLACE
CONDOMINIUM

ARTICLE 1

GENERAL

1.1 NAME: This condominium project shall be known as Courtlandt Place Condominium.

1.2 DEFINITIONS: Reference is made to all those certain terms defined in the Declaration (the "Defined Terms"). Unless the context shall expressly provide otherwise:

(A) Defined Terms are used herein as defined in the Declaration.

(B) "Austin" means the City of Austin, located in Travis County, Texas.

(C) "Business Hours" are the hours from 10:00 A.M. to 6:00 P.M. on Monday, through Friday, inclusive, and from 10:00 A.M. to 6:00 P.M. on Saturdays, excluding legal holidays observed in Austin by general business entities.

(D) "Initial Sales Period" means and includes that period commencing on the date on which the Declaration is filed for record in the Office of the County Clerk of Travis County, Texas, and terminating either (a) upon the expiration of the next succeeding twenty-four (24) calendar months following such date of recordation, or

~~I. 08 1847~~

(b) upon the closing of sale of the last Condominium by Declarant, whichever time period I. 08 3143 is shorter.

1.3 APPLICATION: The Project Property and the use and occupancy thereof and all Co-Owners, mortgagees, tenants and occupants of Condominiums and their employees and any other persons who may use the facilities of the Project in any manner are subject to the Condominium Documents and all covenants, agreements, restrictions, easements and declarations therein contained. The acceptance of a deed or a lease or the use or occupancy of a Condominium shall constitute an agreement that the Condominium Documents are accepted, ratified and adopted by such grantee, lessee, user and/or occupant and that all terms, conditions, agreements and covenants contained in the Condominium Documents will be complied with fully by such party.

1.4 OFFICE: The Courtlandt Place Condominium office (the "Project Office") shall be located at 9009 North Plaza Road, Unit 115, Austin, Travis County, Texas, or such other location in Austin as the Board may designate from time to time by written notice to all Co-Owners, Representatives and Listed Mortgagees.

1.5 All of the provisions of these By-Laws are subject to the terms and provisions of Schedule "C" attached hereto and made a part hereof for all purposes.

ARTICLE 2

BOARD OF MANAGERS

2.1 NUMBER AND QUALIFICATION: The affairs of the

Project shall be governed by the Board of Managers composed of five (5) Co-Owners. Members of the Board are hereinafter referred to as "Board Members" or "Members".

2.2 ELECTION AND TERM OF OFFICE: At the first annual or special meeting of the Council following the termination of the Initial Sales Period elections shall be held for the members of the first elected Board. Thereafter elections for Board Members shall be conducted only at the annual meeting of the Council provided for in Section 5.1 hereof. Board Members shall be elected at large and those five candidates receiving the greatest number of votes shall be deemed elected to the Board. Board Members shall hold office until their successors have been elected and commence their first meeting. Board Members shall hold office for a term of one year commencing with the date of the Annual Organizational Meeting provided for in Section 2.4 hereof; provided, however, if members of the first elected Board are elected at a special Council meeting, such members shall hold office only until the organizational meeting following the next regular annual Council meeting.

2.3 REMOVALS; VACANCIES: At any regular or special meeting of the Council duly called and conducted, any one or more regularly elected Board Members (but not "Initial Members" as that term is hereinafter defined) may be removed with or without cause by a vote of more than fifty percent (50%) of the total number of votes available to all of the Co-Owners as set forth in Exhibit B to the Declaration, and a successor may then and there be elected by a similar vote of the Co-Owners to fill the vacancy thus created. Any Member whose

removal has been proposed by the Co-Owners shall be given an opportunity to be heard and to present evidence and witnesses at a Council meeting prior to any vote relating to the removal of such Member.

Vacancies in the Board caused by any reason other than the removal of a Member by a vote of the Council shall be filled by vote of the majority of the remaining Board Members, even though they may constitute less than a quorum; and each Co-Owner so elected shall be and remain a Board Member until a successor is elected at the next annual meeting of the Association.

2.4 ANNUAL ORGANIZATION MEETING: The first meeting of the Board following each Annual Meeting of the Council shall be held within 10 days thereafter, at such time and place in Austin as shall be fixed by the Co-Owners at such Annual Meeting, and no notice shall be necessary in order legally to constitute such meeting.

2.5 REGULAR MEETINGS: Regular meetings of the Board may be held at such time and place in Austin as the Board shall from time to time determine; provided, however, the Board shall be required to meet not less than once each calendar quarter. Notice of the time and place of regular meetings shall be given to every Member by mail at least three (3) days prior to the date of such meeting.

2.6 SPECIAL MEETINGS: Special meetings of the Board may be called by the President on two (2) days notice to every member given by mail or telegraph and stating the time, place in Austin and purpose of the meeting. Special

meetings shall be called by the President or Secretary in like manner and on like notice on the written request of any Member.

2.7 WAIVER OF NOTICE: Whenever notice of a meeting of the Board is required to be given under any provision of the By-Laws, a written waiver thereof, executed by a Member before or after the meeting and filed with the Board Secretary, shall be deemed equivalent to notice to the Member executing the same. Attendance at a meeting by any Member shall constitute a waiver of notice of such meeting by such Member if such Member attends the meeting without protesting such lack of notice prior to or at the commencement of such meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in any written waiver of notice.

2.8 ACTION WITHOUT MEETING: Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all the Members consent to the action in writing and the written consents are filed with the records of the proceedings of the Board.

2.9 VOTING; QUORUM OF THE BOARD: DETERMINING VOTE; ADJOURNMENT OF MEETINGS: Each Member shall be entitled to cast one vote with respect to each issue before the Board. The presence in person of three (3) Board Members shall be a quorum at any Board meeting. The vote of a simple majority of Board Members shall bind the Board, the Council and each Co-Owner as to any matter within the powers and duties of the Board; provided, however, neither the quorum nor simple

majority voting provisions set forth above shall apply in respect of any issue regarding which any of the Condominium Documents specify a greater or lesser percentage for either or both the quorum or voting margin required to bind the Board. Any Board meeting which cannot be held because of the absence of a quorum shall be deemed adjourned to a later time. Any matter in respect of which the Board vote is tied or otherwise deadlocked shall be deemed defeated.

2.10 POWERS AND DUTIES: The Board shall have the powers and duties necessary for administration of the affairs of the Project and may do all such acts and things except as by law, the Declaration, or the By-Laws may not be delegated to the Board by the Council. In exercising its powers and duties, the Board shall take as its standard the maintenance of the general character of the Project as a residential condominium development of the first class in the quality of its maintenance, use and occupancy. Such powers and duties of the Board shall be exercised in accordance with and subject to all provisions of the Condominium Documents and shall include without limitation powers and duties to:

(A) Operate, care for, maintain, repair, and replace the Common Elements and employ personnel necessary or desirable therefor. Such operation shall include without limitation the furnishing of such common services ("Common Services") as the Board may from time to time determine are necessary or economically desirable to achieve or maintain the above standard.

(B) Adopt the annual budget and determine Common Expenses and Assessments.

(C) Collect Assessments.

(D) Adopt and amend Rules and Regulations covering the details of the operation and use of the Project.

(E) Open and maintain bank accounts and designate the signatories required therefor.

(F) Manage, control, and otherwise deal with the Common Elements, including the power to temporarily interrupt the normal functioning of the Project, including Common Services, to facilitate performance of any maintenance or repair or the making of additions, alterations or improvements authorized by the Board or the Council. In exercising such power of interruption, the Board shall use all reasonable efforts to minimize disruption of operations within the Project.

(G) Purchase or lease as lessee, or otherwise acquire in the name of the Board, or its nominee, corporate or otherwise, Condominiums offered for sale or lease or surrendered by their Co-Owners to the Board.

(H) Purchase Condominiums at foreclosure, execution or similar sales in the name of the Board, or its nominee, corporate or otherwise.

~~I 08 1853~~

I 08 3149

(I) Own, sell, lease as lessor, encumber, and otherwise deal in, but not vote with respect to, Condominiums acquired by the Board or its nominee, corporate or otherwise.

(J) Obtain insurance for the Project Property and enter into Insurance Trust Agreements similar in form and substance to Exhibit "D" to the Declaration.

(K) (i) Make additions and improvements to and alterations of the Common Elements, and (ii) make repairs to and restoration of the Project Property after damage or destruction by fire or other casualty, or as a result of eminent domain proceedings.

(L) Enforce by any legal or equitable remedies available all obligations of the Co-Owners or any of them to the Board under the provisions of the Act and the Condominium Documents. If a Co-Owner persists in any default in the performance of the foregoing obligations, the Board may without prejudice to any other remedy require such defaulting Co-Owner to post a bond to secure future compliance with such obligations.

(M) Appoint auditors and engage legal counsel.

(N) Appoint or employ an Administrator and delegate thereto any duties of the Board under Clauses (A) & (C) of this Section 2.10 together with any duties or functions performable by the

~~I. 08 1854~~

I. 08 3150

Administrator under other provisions of the Condominium Documents; provided, however, in connection with the appointment or employment of an Administrator, the Board shall:

(1) whenever economically practicable employ professional management experienced in managing condominium developments; and

(2) require any contract of employment be (a) for a term not exceeding one (1) year; (b) renewable only upon the consent of the Board, which consent shall not be given sooner than two (2) months prior to each renewal date and (c) terminable for cause by either party thereto.

(O) Conduct litigation and be subject to suit as to any course of action involving the Common Elements or arising out of the enforcement of the provisions of the Condominium Documents.

(P) Make contracts in connection with the exercise of any of the powers and duties of the Board. All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by the President or a Vice President, and the Treasurer or Secretary. The officers, Representatives and Administrator shall have no personal liability with respect to any contract made

~~I 08 1855~~

I 08 3151

by any of them, in good faith and on behalf of the Association. Liability of each Co-Owner arising out of any contract or out of the indemnity provided for in Section 4.2 in favor of the officers and of the Representatives shall be in proportion to such Co-Owner's General Common Interest. Every agreement made by any officers or the Board or the Administrator on behalf of the Project shall provide that the officers, Representatives, or the Administrator, as the case may be, are acting only as agents for the Co-Owners and shall have no personal liability thereunder (except as Co-Owners) and that each Co-Owner's liability thereunder shall be in proportion to such Co-Owner's General Common Interest.

(Q) Enter into contracts, employ personnel and take any other reasonable action to provide for the security of the Project Property, and delegate such of these powers to the Administrator when, to such extent and under such conditions as the Board may at any time, and from time to time determine appropriate.

(R) Establish, maintain and manage bank accounts and delegate such duties relative thereto to the Administrator when and under such conditions as the Board may at any time and from time to time determine appropriate.

~~L 08 1856~~ L 08 3152

(S) Take all other actions the Board deems necessary and proper for the sound management of the Project and fulfillment of the terms and provisions of The Act and the Condominium Documents; including, without limitation the purchase and/or leasing on behalf of the Project of such personal property and/or fixtures as the Board determines to be reasonably necessary or desirable for use in Common Element areas.

Any other express or implied provision of the Condominium Documents to the contrary notwithstanding, any power of the Board to own, lease as lessor or otherwise deal with a Condominium owned by the Board or its nominee shall never be exercised for the sole or primary purpose of producing income for the benefit of the Co-Owners. Furthermore, no such income or profit as is derived by such ownership of a Condominium by the Board or its nominee may accrue to the benefit of any individual Co-Owner in an amount greater than that amount which will exactly offset such Co-Owner's Assessments.

In the case of those powers and duties specified in Subsections (G), (H), (I), and (K)(i) of this Section 2.10, the Board may exercise the same only if it is authorized to do so by a simple majority vote of the Co-Owners held at any regular or special meeting of the Council. The Board shall not be obligated to take any action or perform any duty imposed upon it requiring any expenditure of monies unless

~~1 08 1857~~

in the Board's opinion there are sufficient funds available therefor. 1 08 3153

2.11 COMPENSATION: No Member shall receive compensation for acting as such, but shall be entitled to reimbursement from the Board, chargeable as a General Common Expense, for reasonable out-of-pocket disbursements made by such Member in the performance of his duties. No Member shall be obligated to make any such disbursements.

2.12 LIABILITY OF THE BOARD TO CO-OWNERS: No Member shall be liable to any Co-Owner for either his own mistake of judgment or negligence or the mistake of judgment or negligence of any other Member, or otherwise be liable to any Co-Owner, except for his own individual, willful, gross misconduct, gross negligence or action taken in bad faith or plainly contrary to the clear and express provisions of the Act, the Declaration or the By-Laws.

2.13 INITIAL MEMBERS: The Initial Members ("Initial Members") of the Board shall be those persons appointed as such by the Declarant in Schedule "A" attached hereto and made a part hereof. Such Initial Members shall (except as otherwise herein provided) have the same powers, duties and responsibilities and be subject to the same limitations as regularly appointed Members; provided, however, Initial Members and their appointed successors need not be Co-Owners, and may be removed from and their successors appointed to the Board by Declarant without any requirement of meeting a election. Declarant shall notify all Co-Owners promptly upon the removal of any Initial Member and the appointment of a successor Initial Member. Initial Members shall not have the power of appointment provided in Section 2.3 hereof.

~~I 08 1858~~

Each Initial Member shall hold office until his successor is appointed or elected at the first annual or special meeting following the termination of the Initial Sales Period. I 08 3154

2.14 DEADLOCKED VOTES: If any vote of the Council or Board is tied or otherwise deadlocked, this fact shall be communicated to the members, if any, of such organization eligible to vote in such election who were absent (the "Absentees" whether one or more) from the meeting during the tied or deadlocked vote. The Absentees shall thereupon cast their votes as to the tied or deadlocked issue. If such Absentees' votes break the tie or deadlock the voted upon issue shall be deemed regularly passed or defeated, as the case may be. Any issue with respect to which the votes remain tied or deadlocked after the Absentees, if any, have voted shall be deemed defeated.

ARTICLE 3

OFFICERS

3.1. DESIGNATION; QUALIFICATIONS: The principal officers of the Board shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may from time to time elect a Vice President, an Assistant Treasurer, an Assistant Secretary, and such other officers as it shall determine.

3.2. ELECTION OF OFFICERS: The President, Secretary and Treasurer shall be, and other officers may be, elected by the Board at its annual organization meeting or failing such election at any other meeting and shall hold office until their respective successors are elected; provided,

~~1 08 1859~~

however, no one Member may simultaneously hold the offices of either President or Vice President and Treasurer or 1 08 3155 Secretary.

3.3. REMOVAL OF OFFICERS: Upon the affirmative vote of a simple majority of the Board Members, any officer may be removed, either with or without cause, and his successor may be elected by the Board.

3.4. PRESIDENT: The President shall be the chief executive officer of the Board. He shall preside at all meetings of the Council and of the Board. He shall have power to appoint such committees as the Board may in its discretion decide are appropriate to assist in the conduct of the affairs of the Project. He shall perform such other duties as may from time to time be imposed upon him by the Board.

3.5. TREASURER: The Treasurer shall have general fiscal responsibility for the Project and shall keep or cause to be kept full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of such depositories as may from time to time be designated by the Board.

3.6. VICE PRESIDENT: The Vice President, if any, shall preside at meetings of the Board and the Council whenever the President shall be absent. If neither the President nor a Vice President is able to act, the Board shall appoint some other person to act in the place of the President on an interim basis. The Vice President shall

~~I 08 1860~~

also perform such other duties as may from time to time be imposed upon him by the Board or the President. I 08 3156

3.7. SECRETARY: The Secretary shall keep the records of proceedings of the Board, the Council and all other records relating to the Project except financial records and books of account. He shall perform such other duties as may from time to time be imposed upon him by the Board.

3.8. COMPENSATION OF OFFICERS: Although no officer shall be obligated to make any such disbursement, every officer shall be entitled to reimbursement from the Council or the Board, chargeable as a General Common Expense, for reasonable out-of-pocket disbursements by him in the performance of his duties. To the extent determined by the Board, and consented to by not less than sixty-six and two-thirds percent (66-2/3%) of the total number of votes of all the Co-Owners as set forth in Exhibit B, officers shall also receive, chargeable as a General Common Expense, reasonable compensation for services performed as officers.

ARTICLE 4

MISCELLANEOUS PROVISIONS AS TO OFFICERS AND REPRESENTATIVES

4.1. CONTRACTS WITH INTERESTED PARTIES: Any officer, other Member or Administrator who is a member, officer or employee of, or in any other manner affiliated with, any individual, group, association, partnership, corporation, joint venture, or other organization (collectively "Affiliated Entities") which transacts any business with the Council, Board or Administrator (in such capacities) shall not be disqualified by reason of such office, employment or other affiliation with such Affiliated Entity from participating

~~I 08 1861~~

with respect to the authorization, execution, delivery or performance of any contract between the Board and any such Affiliated Entity; provided that such office, employment or other affiliation shall have been disclosed in writing to the Board before the Board's authorization of such contract and provided further that the Board determines that such contract shall contain no terms which are not reasonably competitive with terms that would have been reasonably obtainable at the same time and under the same or similar circumstances from similarly qualified persons or firms other than such Affiliated Entity. I 08 3157

4.2. INDEMNIFICATION: The Co-Owners shall defend, save harmless and indemnify each officer and Member past, present and future against all costs, expenses and liabilities, including the amounts of judgments, amounts paid in compromise settlements and amounts paid for services of counsel and other related expenses, which may be incurred by or imposed on him in connection with any claim, action, suit, proceeding, investigation or inquiry hereafter made, instituted or threatened in which he may be involved as a party or otherwise by reason of any act or omission permitted, undertaken, authorized or approved by him while acting in his capacity as an officer or Member whether or not he has continued in such capacity until or beyond the time such costs, expenses or liabilities are incurred or imposed. Provided, however, no such indemnity may be required of any Co-Owner for any such costs, expenses or liabilities, so imposed or incurred as relate to matters regarding which such officer or Member shall, in such action, suit or proceeding, be finally adjudged to be liable by reason of his own individual, willful, gross

misconduct, gross negligence or action taken in bad faith or plainly contrary to clear and express provisions of the Act or the Condominium Documents. The foregoing right of indemnification shall not be exclusive of other rights to which any such officer or Member may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and other legal representatives of each such officer and Member.

ARTICLE 5

COUNCIL MEETINGS

5.1. ANNUAL MEETINGS: The first annual Council meeting shall be held at the Project Office at 7:00 P.M. on a date not later than the thirtieth (30th) day following written notice by Declarant given to each Co-Owner by mail. Such notice by Declarant to each Co-Owner must be given not later than the thirtieth (30th) day following the date on which the sale by Declarant of the tenth (10th) Condominium is consummated. Thereafter, the annual Council meeting shall be held on the first (1st) day of December in each succeeding year. Subsequent to the termination of the Initial Sales Period, the Board shall be elected at such meetings. If no such meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu thereof, and any action taken at such meeting shall have the same effect as though and shall be deemed to have been taken at the annual meeting.

5.2 SPECIAL MEETINGS: The President or Secretary shall call a special Council meeting at the direction of the Board or upon a petition signed and delivered to the Secretary by ten percent (10%) of the Co-Owners.

~~I 08 1863~~

5.3 PLACE OF MEETINGS: The annual and all special I 08 3159 Council meetings shall be held at the Project Office or at such other place in Austin as the Board may designate.

5.4 NOTICE OF MEETINGS; WAIVER OF NOTICE: The Board Secretary shall mail to each Co-Owner a notice of each annual Council meeting, other than the first annual meeting, and of each special Council meeting, at least 7 days but not more than 30 days prior to the meeting, stating therein the purpose of the meeting and the time and place where it is to be held. Whenever notice of a Council meeting is required to be given under any provision of the By-Laws, a written waiver thereof, executed by a Co-Owner before or after the meeting and filed with the Secretary shall be deemed equivalent to notice. Attendance of a Co-Owner at a meeting shall constitute a waiver of notice of such meeting if such Co-Owner attends the meeting without protesting such lack of notice prior to or at the commencement of such meeting. Neither the business to be transacted at, nor the purpose of, any Council meeting need be specified in any written waiver of notice.

5.5 ADJOURNMENT OF MEETINGS: If any Council meeting cannot be held because of the absence of a quorum, a majority of the voting interest of the Co-Owners who are present at such meeting may adjourn the meeting to a later time.

5.6. VOTING AND OTHER ACTIONS BY CO-OWNERS: At any Council meeting, every Co-Owner may act in person or by written proxy which has been signed by such Co-Owner, is dated not more than six (6) months before the meeting,

~~1 08 1864~~

contains no terms inconsistent with the present exercise 1 08 3160 thereof and has been filed with the Secretary prior to the meeting at which it is employed. The designation of any proxy shall be revocable at any time prior to exercise thereof by written notice similarly filed. Each Co-Owner shall be entitled to cast with respect to any Condominium owned by such that number of votes designated in the Declaration. Votes appurtenant to a single Condominium shall be cast on the same side of any question. Any action required or permitted to be taken at any Council meeting may be taken without such a meeting if all the Co-Owners consent to the action in writing and the written consents are filed with the records of the Council proceedings. Such consents shall be treated for all purposes as a vote at a meeting.

5.7. QUORUM: Except as otherwise provided in the Condominium Documents, the presence in person or by proxy of Co-Owners entitled to seventy-five percent (75%) of the total number of votes of all Co-Owners as set forth in Exhibit B shall constitute a quorum at all meetings of the Co-Owners.

5.8. DETERMINING VOTE: Except as otherwise provided in the Condominium Documents, the vote of fifty-one percent of the total number of votes of all Co-Owners, as set forth in Exhibit B shall be binding upon the Board and all Co-Owners as to any matter within the powers of the Council.

ARTICLE 6

OPERATION OF THE PROPERTY

6.1. DETERMINATION OF COMMON EXPENSES, ASSESSMENTS AND CO-OWNER CHARGES: The books of the Board shall be kept on

~~I 08 1865~~
I 08 3161

the cash basis of accounting. The fiscal year of the Board shall be the calendar year unless otherwise determined by the Board and permitted by law. The Budget and Assessments shall be determined by the Board in accordance with Article 5 of the Declaration. In addition to expenses so denominated elsewhere in the Condominium Documents the following shall be deemed General Common Expenses:

(A) amounts necessary to make up any deficit in Common Expenses for any prior period; provided, however, such amounts as are necessary to make up deficits for Limited Common Expenses shall also be Limited Common Expenses chargeable in the same manner and proportion and to the same Co-Owners as in the case of the expense suffering the deficit; and

(B) amounts necessary to purchase any Condominium purchased or proposed to be purchased by the Board.

6.2. STATEMENT OF COMMON EXPENSES AND CO-OWNER CHARGES: The Board shall promptly provide to any Co-Owner or Listed Mortgagee requesting the same in writing a written statement in recordable form of all Common Expenses and Co-Owner Charges due and to become due as a result of any vote or action of the Board taken prior to delivery of such written statement with respect to any Condominium or Condominiums owned by or mortgaged to such Co-Owner or Mortgagee.

6.3. ALTERATIONS AND IMPROVEMENTS BY CO-OWNERS: No Co-Owner shall make additions, alterations, or improvements

~~I 08 1866~~

to any of the Common Elements wherever located, including I 08 3162 Common Elements located in such Co-Owner's Unit, except that minor alterations in, and minor relocations of, Common Elements located within a Unit may be made with the prior written consent of the Board.

6.4. RULES AND REGULATIONS: Reasonable Rules and Regulations concerning the use of the Project may be adopted and amended from time to time by the Board. Copies of such Rules and Regulations and any amendments thereof shall be furnished by the Board to each Co-Owner prior to their effective date. The initial Rules and Regulations, which shall be effective until amended, are set forth in Schedule "B" attached hereto and made a part hereof.

6.5. INSURANCE: The Board shall maintain the classes of insurance required under Section 10.1 of the Declaration. In addition, the Board:

(A) Shall during any period when any repair or reconstruction of the Project Property is taking place and any of the insurance required under Section 10.1 of the Declaration would not be applicable on account of such repair or reconstruction, obtain and maintain Builder's Risk insurance on the Project Property, with the inclusions and exclusions specified in Article 10 of the Declaration in completed value form against all risks of direct physical loss specified in said Section 10.1 in an amount not less than the full amount of the cost of such repair and restoration as

~~I 08 1867~~
I 08 3163

estimated by the Board or the Trustee, as the case may be. In the event the cost of such insurance is chargeable to the Board, the cost thereof shall be a General Common Expense;

(B) May, upon the majority vote of the Co-Owners, obtain and maintain insurance providing coverage to the Board for loss of payments of continuing Common Expenses in event of damage on account of any risk of direct physical loss specified in Section 10.1 of the Declaration in the amount estimated by the Board as necessary to cover all of such charges in their entirety for a period of two years following damage to the Project Property as a result of such risks;

(C) Shall obtain and maintain fidelity bonds covering Members, officers and employees (including the Administrator) who handle or are responsible for Project funds in an amount for each such person not less than double the amount of such funds as such person shall handle or for which such person shall be responsible on an annual basis; such amount to be determined from year to year;

(D) Shall obtain and maintain insurance indemnifying the Members and officers against liability incurred by them as such Members and officers in an amount not less than $100,000.00----;

(E) May obtain and maintain such other insurance and endorsements to any of the Project

~~I 08 1868~~

insurance (including endorsements which may diminish by deductible clauses or otherwise, as well as increase, the liability of the insurers) as the Board may from time to time determine to be reasonable and proper; provided, however, that no such endorsements shall be permitted which would operate to reduce any coverage below the minimum amounts required by the Condominium Documents for each class of coverage, and no policy shall have a deductible amount greater than 1.00 % of the face value of such policy.

I 08 3164

Duplicate originals of any additional insurance carried by Co-Owners shall be deposited with the Board. If any loss intended to be covered by insurance carried by the Board shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Co-Owner, such Co-Owner shall assign the proceeds of such insurance carried by it, to the extent of such reduction, to the Board for application to the same purposes as the reduced proceeds are to be applied.

6.6. MINIMUM LIMITS OF INSURANCE COVERAGE: Coverage for each class of insurance required under Section 10.1 of the Declaration shall be adjusted from time to time to reflect the changing needs of the Project and values of the Project Property. Such adjustments shall be made in conformity with all applicable provisions of the Condominium Documents; provided, however, in no event may the limits of such coverages be reduced below the following:

(A) Fire Insurance, $1,500,000.00; ~~I 08 1869~~

(B) Workmen's Compensation Insurance, as required by law; I 08 3165

(C) Boiler and Machinery Insurance, None;

(E) Water Damage Insurance, as provided in master policy;

(F) Public Liability Insurance, $300,000.00 bodily injury and $100,000.00 property damage single limit; and

(G) Flood Insurance, as required by law.

6.7. TRUSTEE: The Trustee, including any successor thereto, shall be a national banking association, located in Austin, having trust powers and having a Capital and Surplus in excess of $ 3,500,000.00.

ARTICLE 7

MORTGAGES

7.1 NOTICE TO BOARD: A Co-Owner which mortgages its Condominium shall notify the Board of the name and address of its mortgagee and shall file a conformed copy of the mortgage with the Board. Such a mortgage shall be deemed and hereinafter referred to as a "Listed Mortgage" and the holder thereof shall be the "Listed Mortgagee". A Listed Mortgage shall remain "Listed" until the Board shall have received a written notice of release from the Listed Mortgagee thereof, or absent such written notice, until the Board is presented with satisfactory evidence that such Mortgage has been discharged.

7.2. NOTICE OF DEFAULT: The Board, when giving notice to a Co-Owner of a default in paying Common Expenses or Co-Owner Charges or any other default, shall send a copy of such notice to any Listed Mortgagee holding a Listed Mortgage covering the Condominium affected by such default.

~~I 08 1870~~ I 08 3166

7.3. ASSIGNMENT BY CO-OWNER OF RIGHTS AND OPTIONS: All rights of a Co-Owner, including without limitation rights to vote, to grant or withhold any consent, and to exercise any other right or option, may be transferred or assigned in writing to, or restricted in favor of, any Listed Mortgagee. The Board shall be bound by any such assignment or transfer upon receipt of a copy thereof; provided, however, the Board shall not be bound by any such restriction, assignment or transfer to any party not a Listed Mortgagee (except pursuant to the provisions concerning proxies) unless such restriction, assignment or transfer is made simultaneously with a sale, gift or other transfer in fee simple of the Condominium to which such restricted, assigned or transferred interests are appurtenant.

7.4. LIMITATION OF LIABILITY OF LISTED MORTGAGEES: No Listed Mortgagee shall be deemed to have any liability of a Co-Owner under the Condominium Documents by reason of holding a Listed Mortgage unless and until it shall have become a Co-Owner by foreclosure or deed in lieu thereof or has acquired its mortgagor-Co-Owner's rights by assignment pursuant to Section 7.3. above.

ARTICLE 8

PURCHASE, SALE AND MORTGAGE OF CONDOMINIUMS BY THE BOARD

8.1. ACQUISITION OF CONDOMINIUMS BY BOARD; FINANCING THEREOF: Except as otherwise expressly provided in the Condominium Documents, any acquisition of Condominiums by the Board shall be made only with the prior unanimous

~~1 08 187~~ 1 08 3167

approval of the Co-Owners other than the Co-Owner of the Condominium being acquired. Such Acquisition may be made with funds appropriated from the working capital of the Board, or from Assessments to Co-Owners proportional to their respective General Common Interests, or by borrowing or assumption of existing borrowing, provided that such borrowing is secured only by a mortgage on the Condominium or Condominiums so acquired, or by any combination of such three methods, consistent in any event with such prior unanimous approval.

ARTICLE 9

REPAIR OR RESTORATION OF THE PROJECT PROPERTY

9.1. REPAIR OR RESTORATION REQUIRING LEGAL VARIANCE: If any repair or restoration of the Project cannot be carried out in compliance with law, the Board shall use due diligence to obtain a variance, special permit, exception or change in zoning, building or other laws necessary to permit such repair or restoration and the costs thereof shall be a Common Expense. If such variance, special permit, exception or change cannot be obtained, the Board shall make such necessary adjustments in the plans and specifications for the repair and restoration as may be required to comply with law.

ARTICLE 10

RECORDS AND REPORTS

10.1. RECORDS AND REPORTS TO BE MAINTAINED: The Board shall maintain or cause to be maintained:

~~I 08 1872~~
I 08 3168

(A) Records of the membership of the Board, including all appointments, resignations, deaths and removals of Members;

(B) Records of the proceedings of the Board including minutes of its meetings and actions in lieu of votes;

(C) Records of the proceedings of the Council including minutes of their meetings and action in lieu of votes;

(D) Financial records, vouchers authorizing payments, and books of account;

(E) A separate chronological Register of the names and addresses of the Co-Owners and of the Listed Mortgagees, and reflecting all changes in any such names and addresses;

(F) Separate accounts for each Condominium, including the name and address of the Co-Owner thereof and the name and address of any Listed Mortgagee thereof, Assessments and Co-Owner Charges, due dates, amounts paid and unpaid balances;

(G) Copies of the Condominium Documents and plats and floor plans of the Project Property; and

(H) All other documents relating to the Project, including without limitation original copies of all insurance policies taken out and other contracts made by the Board.

Every Co-Owner and Listed Mortgagee and the respective

~~I 08 1873~~

representatives of the Co-Owners and Listed Mortgagees I 08 3169 shall have the right to inspect during usual business hours all documents kept by the Board. A written report summarizing all receipts and expenditures of the Board shall be rendered by the Board to all Co-Owners at least quarter-annually. In addition, an annual report of such receipts and expenditures based upon an audit made and certified by an independent public accountant, shall be rendered by the Board to all Co-Owners within 3 months after the end of each fiscal year. Such annual audit report shall also be provided to each Listed Mortgagee, for which the Co-Owner or Owners of any condominium subject to a Listed Mortgage held by such Listed Mortgagee shall, without regard to the number of condominiums so mortgaged, constitute a Co-Owner charge.

ARTICLE 11

AMENDMENT OF BY-LAWS

11.1. PROCEDURE: Subject to Article 12 of the Declaration the following procedures shall be applicable to any amendment of these By-Laws:

(A) A copy of the proposed amendment shall be provided to each Co-Owner not more than two months nor less than two weeks in advance of the regular or special meeting at which the proposed amendment is to be voted upon.

(B) A proposed amendment shall be deemed adopted upon the affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) in General Common Interest of all the Co-Owners.

~~I 08 1874~~

(C) An adopted amendment, unless by its own terms a later date is provided for, shall be deemed effective I 08 3170

(1) from the time of its adoption as to all Persons having actual knowledge thereof and all Co-Owners;

(2) from the time of its recordation pursuant to Section 12.1(C) of the Declaration as to all other persons.

ARTICLE 12

MISCELLANEOUS

12.1. NOTICES: All notices to the Board and to any Board Member shall be sent by registered or certified mail to the Board or the Member, as the case may be, addressed to the Project Office, or to such other address in the case of the Board as the Board may hereafter designate from time to time by notice in writing to all Co-Owners and to all Listed Mortgagees. All notices to Listed Mortgagees shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time by notice in writing to the Board.

12.2. STATUS CERTIFICATES: The Board shall deliver on written request of any Co-Owner or Listed Mortgagee, and may in its discretion, deliver on written request of any other person, a certificate setting forth, to the extent requested:

(A) All amendments of the Condominium Documents;

(B) The identity of Board Members and officers;

~~I 08 1875~~
I 08 3171

(C) All defaults of each Co-Owner;

(D) All unpaid Common Expenses and Co-Owner Charges and outstanding liens in favor of the Council and/or the Board affecting each Condominium;

(E) All set-offs or defenses claimed by each Co-Owner against the Board and/or the Council;

(F) An accurate and complete copy of the current budget; and

(G) Any other matter reasonably germane to the affairs of the Project, the Board or Council.

Any persons dealing with the Project, the Council, the Board, any Co-Owner, or any Listed Mortgagee may conclusively rely upon such certificate if the same is executed by the President or Vice President and Secretary or Treasurer then appearing of record to be such officers.

12.3. WAIVER: No restriction, condition, obligation or provision contained in the Condominium Documents shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

12.4. RECORDATION OF BOARD MEMBERSHIP AND OFFICERS: Subsequent to each election or removal or resignation of Board Members and/or officers, the incumbent Secretary shall prepare, certify and cause to be recorded in the Condominium Records in the Office of the County Clerk of Travis County, Texas, a list of such Board Members and/or officers, which

~~I 08 1870~~
I 08 3172

list shall set forth the date such persons shall assume or leave office.

12.5. REQUIRED PROXIES: If title to a Condominium is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Council and thereat to cast whatever vote such joint or organizational Co-Owners might cast if present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the joint or organizational Co-Owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as is provided by this Section 12.5.

WITNESS the execution hereof as of this, the 23rd day of January, 1975.

O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY

By O. Dean Couch
O. Dean Couch, Jr.

~~I 08 1877~~
I 08 3173

SCHEDULE "A"
TO
EXHIBIT "C"

APPOINTMENT OF INITIAL MEMBERS
TO
BOARD OF MANAGERS

WHEREAS, O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY ("Couch"), shall upon the recordation of the Condominium Declaration to which this Schedule "A" is attached, be the sole owner of all Condominiums in Courtlandt Place Condominium (the "Project"), located in Austin, Travis County, Texas;

NOW, THEREFORE, to permit the orderly functioning of the Project in conformity with the Declaration and Exhibits attached thereto, Couch does hereby appoint the below named persons as the initial members of the Board of Managers, said appointment to become effective immediately upon the filing for record of the Declaration and attached Exhibits:

(1) F. Norman Ankenman

(2) John Mosley

(3) Jack Wranischer

(4) Dale Couch

(5) Michael Couch

WITNESS the execution hereof as of this the 23rd day of January, 1975.

O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY

By: O. Dean Couch Jr.
O. Dean Couch, Jr.

~~I 08 1878~~
I 08 3174

SCHEDULE "B"
TO
EXHIBIT "C"

RULES AND REGULATIONS
OF
COURTLANDT PLACE CONDOMINIUM

Reference is here made for all purposes to that certain Declaration For Courtlandt Place Condominium, and those certain By-Laws of Courtlandt Place Condominium, both of even date herewith and executed by O. Dean Couch, Jr. doing business as Couch Mortgage Company to which Declaration and By-Laws this Schedule "B" is attached. Unless the context hereof shall expressly require otherwise, terms are used herein as defined therein.

I

GENERAL

1. The greens and walkways in front of the Units and the entranceways to the Units shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

2. The exterior of no Unit shall be decorated by any Co-Owner in any manner without the prior written consent of the Board.

3. No article may be hung or shaken from the doors or windows or placed upon the window sills of the Units.

4. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the Common Element areas.

5. No Co-Owner shall make or permit any noises that will unreasonably disturb or annoy any other Co-Owner or do or permit anything to be done which will interfere with the rights, comfort or convenience of such Co-Owners.

~~I 08 1879~~

I 08 3175

6. Each Co-Owner shall keep such Co-Owner's Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

7. No shades, awnings, window guards, ventilators, fans or air conditioning devices shall be used in or about the Buildings except such as shall have been approved by the Board.

8. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Buildings, except such as shall have been approved in writing by the Board, nor shall anything be projected out of any window in the Buildings without similar approval.

9. All garbage and refuse from the Units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board or the Administrator may direct. All disposals shall be used in accordance with the instructions given to the Co-Owner by the Board, Administrator or Declarant. Wet garbage shall, whenever possible, be deposited in the Co-Owner's disposal rather than in garbage containers.

10. Water-closets and other water apparatus in the Buildings shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus shall be paid for by the Co-Owner in whose Unit, or by whose acts, it shall have been caused.

~~L 08 1880~~

L 08 3176

11. No Co-Owner shall send any employee of the Board or the Administrator out of the Project on any private business of such Co-Owner.

12. No bird or animal not permitted under the terms of the Condominium Documents shall be kept or harbored in the Project. In no event shall dogs be permitted in any of the public portions of the Project unless carried or on a leash. Each Co-Owner possessing or maintaining a pet or other animal within the Project shall indemnify and hold harmless the Board and each and every other Co-Owner from and against any loss or liability of any kind or character whatsoever caused by or arising out of the presence of or any acts committed by any such pet or other animal. If a dog or other animal becomes obnoxious to other Co-Owners by barking or otherwise, the owner thereof must cause the problem to be corrected or if it is not corrected, the owner, upon written notice by the Board or Administrator, will be required to dispose of the animal.

13. The agents of the Board or the Administrator, and any contractor or workman authorized by the Board or the Administrator, may enter any Unit, patio, carport or garage during the Business Hours for any purpose permitted under the terms of the Condominium Documents. Except in case of emergency, entry will be made by prearrangement with the Co-Owner, as provided in the Declaration and By-Laws.

14. The Board may retain a pass key to each Unit. No Co-Owner shall alter any lock or install a new lock on any door leading into the Unit of such Co-Owner without prior

~~I 08 1881~~

notice to the Board; provided, however, if the Board has I 08 3177 exercised its right to retain a pass key, such notice shall be accompanied with a pass key suitable for use with such altered or new lock.

15. No vehicle belonging to any Co-Owner or to a member of the family or guest, tenant or employee of Co-Owner shall be parked in such manner as to impede or prevent ready access to another Co-Owner's carport or garage. The Co-Owners, their employees, servants, agents, visitors, licensees and the Co-Owner's family will obey the parking regulations posted at the private streets, parking areas, and drive and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Co-Owners.

16. No Co-Owner shall cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants, approaching or upon any of the driveways or parking areas serving the Project.

17. No Co-Owner may permit his guests, tenants or members of his family to use carports or garages owned by other Co-Owners.

18. All damage to the Units caused by the moving or carrying of any article therein, thereto or therefrom shall be paid by the Co-Owner responsible for the presence of such article.

19. Water shall not be left running any unreasonable or unnecessary length of time.

20. No Co-Owner shall use or permit to be brought into the Buildings (including carports and garages) any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine,

~~I 08 1882~~

or other explosive or articles deemed extra hazardous to I 08 3178 life, limb or property, without in each case obtaining written consent of the Board or Administrator.

21. The Co-Owners shall not be allowed to put their names on any entry of the Units or Buildings, except in the proper places provided by Declarant, the Board or Administrator for such purpose.

22. The Co-Owners shall close all windows when necessary, to avoid possible damage from storm, rain or freezing.

23. No Co-Owner shall do any painting of the exterior of the Buildings, including, without limitation, the patio, fences, carport, garage and storage areas.

24. The swimming pool may be used by Co-Owners, members of their families and their guests. No alcoholic drinking shall be permitted in pool area. The Co-Owners, members of their families and guests must abide by the swimming pool rules as posted in the pool area. Personal copies shall be available upon request.

25. Any Co-Owner wishing to plant flowers, trees or shrubs outside the Building in which his Unit is situated must obtain the prior written permission of the Board or the Administrator.

26. The Co-Owners must keep the interior of patios, storage sheds, garages and carports clean and free from obstructions. The Board and the Administrator assume no liability for loss or damage to articles stored in patios, storage sheds, garages or carports.

27. Any damage to the Buildings or Common Element areas or equipment caused by the children, other members of the family or guests of a Co-Owner shall be repaired at the expense of such Co-Owner.

~~I 08 1883~~

28. Co-Owners shall be held responsible for the actions of their children and their guests. I 08 3179

29. Children should be allowed to play in designated play areas, private patios, carport areas and service streets, etc. only. They should not be allowed to play on greens or in entranceways in front of the Units.

30. Complaints regarding the management or administration of the Project or regarding actions of other Co-Owners shall be made in writing to the Board or Administrator.

31. Any consent or approval given under these Rules and Regulations by the Board or Administrator shall be revocable at any time upon written notice.

32. These Rules and Regulations may be added to, repealed or amended at any time or from time to time by the Board as provided in the Condominium Documents.

II

SWIMMING POOL

33. The swimming pool and swimming pool area are for the use of the Project residents and their invited guests.

34. All guests 18 years of age or under must be accompanied by an adult resident at all times.

35. All guests over 18, when not accompanied by a resident, must present a guest card. Guest cards may be obtained by the residents from Board members or the Administrator.

~~I 08 1884~~

36. Except by prior arrangement with the lifeguard or other pool attendant, the number of guests in one group in the pool at any time will not exceed four (4). I 08 3180

37. No group of guests over four will be allowed on Saturday and Sunday.

38. Every Monday from 1 P.M. to 9 P.M. the pool will be open only to persons over 18 years of age.

39. Residents are reminded that they are responsible for the conduct of their guests at all times.

40. Residents will sign the register for themselves and their guests when entering the pool area for swimming.

41. Swimming pool hours will be as posted from time to time in the pool area.

42. The swimming pool attendant is in charge of bathing and safe conduct in the swimming pool area. Please respect his judgment and authority in enforcing safety and sanitation regulations.

43. Any person having any apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharges, or any communicable disease shall be excluded from the pool.

44. No boisterous or rough play, except supervised water sports, is permitted in the pool, on diving board, or in the pool area.

45. Spitting, spouting water, and blowing nose in the pool, etc. are prohibited.

46. Solo swimming (swimming alone when no other person is in the immediate pool area) is prohibited.

47. Double bouncing on diving board is prohibited.

48. Drinking alcoholic beverages in the pool area is prohibited.

48. No horseplay. . . . No running. . . . Please walk.

~~1 08 1885~~

49. The use of glassware or glass bottles, etc. in the pool area is prohibited. 1 08 3181

50. All individuals will take a shower before entering the swimming pool and will provide their own towels.

51. Attire will conform to conventional swimming suits.

52. It is requested that all individuals cooperate in maintaining maximum cleanliness and tidiness in the swimming pool area.

53. Tobacco, beverages, or food will not be taken within 8 feet of the swimming pool.

54. No children in diapers will be allowed in the pool.

55. No pets are allowed in the swimming pool or the club house area.

MEMBERS OF THE BOARD OF MANAGERS
OF COURTLANDT PLACE CONDOMINIUM

(NO SEAL)

J. Norman Ambenman

John Mosley

Dale Couch

Michael Couch

SCHEDULE "C"
TO
EXHIBIT "C"

~~I 08 1885~~
I 08 3182

PROJECT ADMINISTRATION
DURING
DEVELOPMENT PERIOD

Reference is here made for all purposes to that certain Declaration For Courtlandt Place Condominium and those certain By-Laws for Courtlandt Place Condominium, both of even date herewith and executed by O. Dean Couch, Jr., doing business as Couch Mortgage Company, to which Declaration and By-Laws this Schedule C is attached. Unless the context hereof shall expressly require otherwise, terms are used herein as defined therein.

Any express or implied provision of any of the Condominium Documents to the contrary notwithstanding, during the Initial Sales Period the following provisions shall control and shall, during such Initial Sales Period, be deemed to supersede any conflicting provisions of the Condominium Documents.

(A) During the Initial Sales Period, Declarant shall:

(1) as to each Condominium owned by Declarant, be deemed to have a number of votes in the Council equal to three times the number of votes assigned to each such Condominium in Exhibit B to the Declaration;

(2) have the sole right and power to appoint and at any time and from time to time to remove and replace any or all of the Initial Members.

(3) have the sole right and power to appoint or employ and at any time and from time to

~~I 08 1887~~

time remove and replace the Administrator. I 08 3183

(B) Notwithstanding Paragraph (A) of this Schedule C, Declarant shall have no preferential or superior voting rights in respect of any vote regarding (i) a Special Assessment for other than budgeted expenses as provided in Section 5.6 of the Declaration, or (ii) obsolescence of the General Common Elements as provided in Section 8.5 of the Declaration.

(C) The terms and provisions of the Condominium Documents shall be deemed superseded and controlled by the provisions of this Schedule C only to the extent that the terms and provisions thereof are in direct conflict with the provisions hereof.

(D) Declarant may terminate the Initial Sales Period earlier than provided in Section 1.2(D) of the By-Laws by written instrument declaring the Initial Sales Period terminated, which instrument shall be signed and acknowledged by Declarant and filed for record in the Condominium Records, in Travis County, Texas.

(E) The Initial Sales Period shall not be renewed or extended and any termination thereof under Paragraph (D) of this Schedule C shall be deemed irrevocable.

(F) Upon the termination of the Initial Sales Period as provided in Paragraph (D) of this Schedule C or as provided in Section 1.2(D) of the By-laws this Schedule C shall be deemed automatically voided and of no further force or effect.

~~I 08 1888~~
I 08 3184

EXHIBIT "D"

INSURANCE TRUST AGREEMENT

THIS INSURANCE TRUST AGREEMENT executed this 24th day of January, 1975, between COURTLANDT PLACE CONDOMINIUM BOARD OF MANAGERS, a non-profit unincorporated association ("Board") and CITY NATIONAL BANK OF AUSTIN, a national banking association with offices and principal place of business in Austin, Travis County, Texas, as Insurance Trustee ("Trustee");

W I T N E S S E T H:

WHEREAS, a signed counterpart of that certain Condominium Declaration (the "Declaration") for Courtlandt Place Condominium (the "Project") of even date herewith executed by O. Dean Couch, Jr., doing business as Couch Mortgage Company, has been delivered to Trustee and is incorporated herein for all purposes; and

WHEREAS, the Declaration provides that certain insurance shall be purchased by the Board and that the policies and endorsements thereon shall be deposited with the Trustee and that payment of losses thereunder, as well as the proceeds of condemnation awards, shall be made to the Trustee subject to the following conditions and limitations; and

WHEREAS, this Insurance Trust Agreement is entered into to effectuate the intents and purposes of the Declaration with respect to such proceeds of insurance and condemnation awards;

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration each to the other in hand paid, the receipt of which is hereby acknowledged, and the further consideration of the mutual covenants herein contained, the Board and the Trustee agree as follows:

1. Minimum Proceeds Requiring Intervention by Trustee. Insurance proceeds and/or condemnation awards and related assessments by the Board, if any, shall be made payable to the Trustee if, and only if, the value of the loss resulting in the payment of such proceeds or awards is greater than Fifty Thousand and No/100 Dollars ($50,000.00). In all other events the proceeds or awards shall be payable directly to and the assessments, if any, shall be retained by the Board. As hereinafter used, the terms "Qualified Insurance Proceeds", "Qualified Condemnation Awards", and "Qualified Assessments" shall mean only such proceeds, awards and assessments as are required under the terms of this section to be paid to the Trustee.

2. Proceeds to be Paid to Insurance Trustee. All Qualified Insurance Proceeds payable on account of damage to or destruction of the Project and all proceeds of any Qualified Condemnation Award payable for any taking or any damage to the Project, and the proceeds of any Qualified Assessment made pursuant to the Declaration due to the insufficiency of any insurance proceeds or condemnation award, shall be paid to the Trustee for the benefit of the Board and the individual owners of the units comprising the Project, hereinafter called the "Co-Owners", and their mortgagees as their interests may appear. All insurance policies shall so provide and such policies and the endorsements thereon shall be deposited with Trustee. If in the Trustee's good faith judgment, the proceeds received by it are insufficient to repair and reconstruct the Project and such repair or reconstruction is required by the Declaration or elected by the Co-Owners, the Trustee may require the

Board to assess the Co-Owners pursuant to the Declaration and deposit the proceeds of such assessment with the Trustee prior to disbursing any funds hereunder. The Judgment of the Trustee may be based upon the written opinion of an architect or qualified construction estimator selected by the Trustee and approved by the Board which approval shall not be unreasonably withheld.

3. Use of Proceeds. The Qualified Insurance Proceeds and Qualified Condemnation Awards received by the Trustee shall be distributed to or for the benefit of the said beneficial owners in the following manner:

(a) All expenses and fees of the Trustee shall be first paid or provision made therefor.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as hereinafter provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to the Co-Owners and their mortgagees being payable jointly to them.

(c) If it is determined that the damage for which the proceeds are paid shall be not reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Co-Owners and their mortgagees being payable jointly to them.

(d) The determination as to whether the Project is to be repaired or reconstructed shall be made in the manner set forth in the Declaration. The Trustee shall have no responsibility to make such determination. The Trustee may rely upon a certificate by the Board made

by its President and Secretary as to such determination, as to the procedures for making such determination having been duly followed, and as to the names of the Co-Owners and their respective mortgagees and respective shares of any distribution.

4. Construction Advances. If the Qualified Insurance Proceeds or Qualified Condemnation Awards received by the Trustee are to be used to defray the costs of repairing or reconstructing the Project, such proceeds shall be disbursed for such purposes as follows:

(a) If the repair or reconstruction work is structural or if the cost of the work as estimated by the Trustee shall exceed Fifty Thousand and No/100 Dollars ($50,000.00), the work shall be in charge of an architect or engineer acceptable to the Trustee; and before the Board may commence any work other than temporary work to protect property, the Board shall be required to submit all plans and specifications to Trustee for its approval, which approval shall not be unreasonably withheld or delayed. The approval of the Trustee may be predicated upon the written opinion of an architect selected by the Trustee and approved by the Board, which approval shall not be unreasonably withheld, substantially to the effect that to the extent feasible, said plans and specifications shall provide for such work that, upon completion thereof, the Project shall be at least equal in value and general utility to the Project as it existed prior to the damage, destruction or taking.

~~1 08 1892~~

(b) Each request for payment shall be made on 1 08 3188 seven days' prior notice to the Trustee and shall be accompanied by a certificate to be made by an executive or fiscal officer of the Board, and, if an architect or engineer is required under paragraph (a) of this article, by such architect or engineer, stating (i) that all of the work completed has been done in compliance with the approved plans and specifications if any be required under paragraph (a); (ii) that the sum requested is justly required to reimburse the Board for payment by the Board to or as justly due to the contractors, subcontractors, materialmen, laborers, engineers, architects, or other persons rendering services or materials for the work (giving a brief description of such services and materials), and that when added to all sums previously paid out by the Board, does not exceed the value of the work done to the date of such certificate; (iii) that the amount of such proceeds remaining in the hands of the Trustee will be sufficient upon completion of the work to pay for the same in full (giving in such reasonable detail as the Trustee may require an estimate of the cost of such completion); and (iv) such other pertinent matters as the Trustee may reasonably require.

(c) If demanded by the Trustee, each request shall be accompanied by waivers of lien satisfactory to the Trustee covering that part of the work for which payment or reimbursement is being requested and by a search prepared by a title company or licensed abstractor

or by other evidence satisfactory to the Trustee that there has not been filed with respect to the Project any mechanic's or materialmen's lien or other lien or any instrument for the retention of title in respect of any part of the work not discharged of record.

(d) The request for any payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the Project legal.

(e) The Board shall furnish to the Trustee such additional certificates, approvals and evidence of completion, in whole or in part, bills and invoices as the Trustee may reasonably request prior to making any disbursement.

(f) The Trustee may, at its election, make disbursements to the Board or to any contractor or other person furnishing labor, materials, or services in connection with the work.

5. Trustee May Participate. The Trustee may, but shall not be obligated to, participate in or act in the place of the Board in settling any losses with insurance companies or condemning authorities and may appear as a party in any judicial proceedings for such purposes either with or in the place of the Board; provided, however, the Trustee shall be obligated to appear if and only if the court finds that the Trustee is a necessary party or if its presence as a party is necessary for the successful maintenance of the action.

~~1 08 1894~~

6. Responsibility and Liability of Trustee. The 1 08 3190 Trustee shall have no duty or responsibility to perform any act or to take any action unless same is specifically or by necessary implication set forth herein. Without limiting the generality of the foregoing, the following shall control:

(a) The Trustee shall have no responsibility for and consequently no liability or obligation whatsoever or howsoever in connection with the work of repair or reconstruction of the Project, except its obligation to the Board and the Co-Owners (but to no other party) to advance proceeds received by it as set forth herein. The Trustee shall have no obligation to inspect such work (although it may do so) nor shall the Trustee be liable for the performance or default of any contractor or subcontractor nor for the failure to construct, complete, protect or insure said improvements or for the payment of any cost or expense incurred in connection therewith, and nothing, including, without limitation, any disbursement hereunder or the deposit or acceptance of any document or instrument, shall be construed as a representation or warranty, express or implied, upon the part of the Trustee.

(b) The Trustee shall have no responsibility for and consequently no liability for any inadequacy of insurance coverage or any insufficiency of proceeds available to repair or reconstruct the Project.

(c) The Trustee shall have no liability for any error in judgment in the course of any settlement or judicial proceedings entered into by the Trustee under

~~1 08 1805~~

article 4 hereof provided same be conducted in good faith.

1 08 3191

(d) The Trustee shall be protected in acting upon any written notice; request; waiver; consent; certificate; receipt; authorization; power of attorney; attornies', accountants' or architects' opinion, or other paper or document which the Trustee in good faith believes to be genuine and what it purports to be.

(e) In the event of a conflict between the provisions of the Declaration and the provisions of this Trust Agreement with respect to the duties, responsibility or liability of the Trustee, the provisions of this Trust Agreement shall control.

(f) The Trustee shall not be obligated to take any action that would require the expenditure of a sum of money or the incurring of any expense or obligation unless it has on hand adequate funds to cover such expenditure.

(g) The Trustee shall not be liable for anything which it may do or refrain from doing in connection herewith except its own gross negligence or willful misconduct.

7. Trustee Compensation. The Board shall pay to the Trustee reasonable compensation for its services hereunder and shall reimburse the Trustee for its expenses incurred in connection herewith. If the Board fails to pay the said fees and expenses of the Trustee, the Trustee may assess same against the Co-Owners in the Project in proportion to each Co-Owner's interest in the "General Common Elements"

~~I 08 1896~~ I 08 3192

(as such term is defined in the Declaration) and such assessment shall constitute a lien on each "Condominium" (as such term is defined in the Declaration) superior and prior to all other liens and encumbrances except tax and special assessment liens on the unit in favor of any assessing unit and the unpaid balances of first mortgages or deeds of trust of record, including all unpaid obligatory sums as may be provided by such encumbrances. Such lien shall be enforced by the Trustee in the manner set forth in the Declaration for the enforcement of liens by the Board, except that any officer of the Trustee shall take the action which the Declaration specifies shall be taken by the Board and the Trustee shall perform the acts to be performed by the Board.

8. Mortgagees are Beneficiaries. This insurance Trust Agreement is entered into for the benefit of the holders of the deeds of trust now or hereafter placed on the individual Condominiums in the Project, and the Co-Owners, and this Agreement may be enforced by each such mortgagee, its successors and assigns, or each such Co-Owner.

9. Termination. This Agreement shall continue so long as the members of the Board, or the Co-Owners represented by such members, have an insurable interest in the Project unless sooner terminated upon reasonable notice by either party hereto and the payment of all compensation and expenses of Trustee to the date of the termination; provided that such sooner termination shall not become effective prior to the appointment of a successor insurance trustee reasonably acceptable to Unit Mortgagees and the Co-Owners of such units, or if such notice is given by the Trustee, the

~~I 08 1897~~

expiration of sixty (60) days following the date of such notice, whichever is first to occur; provided, that if notice of termination is given by the Trustee prior to the appointment of a successor insurance trustee, a copy of such notice shall be mailed by registered or certified mail by the Trustee to each Co-Owner and each Unit Mortgagee. A successor insurance trustee shall be deemed to be acceptable to any Unit Mortgagee or Co-Owner which fails to give written notice of objection to the Board within ten (10) days after receipt of a written request by the Board or Trustee for the approval of such successor insurance trustee.

I 08 3193

10. Any other express or implied provision of this Insurance Trust Agreement to the contrary notwithstanding, the Board of Managers, in its capacity as such and acting on behalf of the Co-Owners, agrees that the Co-Owners by and through the "Council of Co-Owners" (as such term is defined in the Declaration) shall indemnify, defend and hold harmless the Insurance Trustee, in its capacity as such hereunder, from all loss, cost, damage or expense suffered by such Insurance Trustee while or as a consequence of acting in such capacity except such loss, cost, damage or expense as results from such Insurance Trustee's gross negligence or willful misconduct.

11. Miscellaneous. The article headings used herein are for convenience and reference purposes only and shall not be construed to limit, modify or supplement the provisions of this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

~~I 08 1898~~

This Agreement shall be performable in Austin, Travis County, Texas.

I 08 3194

(NO SEAL)

CITY NATIONAL BANK OF AUSTIN
Insurance Trustee

By R. C. Brown

Title Sr Vice Pres

ATTEST:

Eleanor Soole
Asst. Cashier

(NO SEAL)

MEMBERS OF THE BOARD OF MANAGERS
OF COURTLANDT PLACE CONDOMINIUM

J. Norman Anderman

John Mosley

Jack Warwick

Michael Cowsert

Dan Lovell

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

~~I. 08 1899~~
I. 08 3195

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. C. Brown, SR. VICE PRES. of City National Bank & Amt, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City National Bank Amt, a national banking association, and that he executed the same as the act of such association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of January, 1975.

NOTARY SEAL

Notary Public in and for TRAVIS County, Texas

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared F. Norman Ankenman, member of the Board of Managers for COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of January, 1975.

NOTARY SEAL

Billie H. Edwards
Notary Public in and for
County, Texas

I 08 3196
~~I 08 1900~~

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John Mosley, member of the Board of Managers for COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of January, 1975.

NOTARY SEAL

Billie H. Edwards
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jack Franischar, member of the Board of Managers for COURTLANDT PLACE CONDOMINIUM, known to me to be the person and member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of January, 1975.

NOTARY SEAL

Billie H. Edwards
Notary Public in and for
County, Texas

~~I 08 1901~~

I 08 3197

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael Couch, member of the Board of Managers for COURTLANDT PLACE CONDOMINIUM, known to me to be the person and member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of January, 1975.

NOTARY SEAL

Billie H. Edwards
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Dale Couch, member of the Board of Managers for COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of January, 1975.

NOTARY SEAL

Billie H. Edwards
Notary Public in and for
County, Texas

CERTIFICATE

~~I 08 1902~~

I 08 3198

I, John Mosley, being the Secretary to the Board of Managers of COURTLANDT PLACE CONDOMINIUM, do hereby certify as follows:

(A) that Norman Lukenbaar, Jack W Jamischar, Dale Couch, Michael Couch, and John Mosley are the present and initial Members of said Board having been appointed thereto by O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY; and

(B) that execution of this Insurance Trust Agreement is within the powers of the said Board as provided in Section 2.10 of the By-laws of the said COURTLANDT PLACE CONDOMINIUM.

(NO SEAL)

By: John Mosley
Secretary, Board of Managers
COURLANDT PLACE CONDOMINIUM

SUBSCRIBED AND SWORN TO BEFORE ME on this 24TH day of JANUARY, 1975 by the said JOHN MOSLEY, Secretary to the Board of Managers of COURTLANDT PLACE CONDOMINIUM, known by me to be such person and officer.

NOTARY SEAL

Notary Public in and for
County, Texas
(SAM R. PERRY)

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

JAN 27 1975

COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
JAN 27 3 04 PM '75
COUNTY CLERK
TRAVIS COUNTY, TEXAS

75.00 Rec
34.00 extra pgs + Xerox
109.00

1-74-0334

AMENDMENT TO

COURTLANDT PLACE CONDOMINIUM

Declaration

By-Laws

Rules and Regulations

Insurance Trust Agreement

CONDOMINIUM RECORDS
TRAVIS COUNTY TEXAS

Whereas O. DEAN COUCH, JR. is The Sole Owner of:

Sunchase Condominium formerly known as Courtlandt Place Condominium field notes for which are 414,520 square feet or 9.516 acres of land being out of and a part of Phase 2-A of the FIRST RESUBDIVISION OF COURTLANDT PLACE 2, according to a plat of said subdivision of record in Book 71, at Page 56, of the Plat Records of Travis County, Texas, which tract of land containing 414,520 square feet or 9.516 acres is more particularly described by metes and bounds as follows:

1-74-0335

BEGINNING at an iron stake found in the East line of a street known as North Plaza, at the Northeast corner of Phase 2-A of said First Resubdivision of Courtlandt Place 2;

THENCE with the North line of said Phase 2-A, S37 deg. 45 min. East 287.47 feet to an iron stake found, S45 deg. 46 min. East 304.56 feet to an iron stake found, and S50 deg. 16 min. East 119.85 feet to an iron stake found at the Northeast corner of said Phase 2-A in the West line of Fiskville Cemetery Road;

THENCE with an East line of the said Phase 2-A and the West line of Fiskville Cemetery Road, S28 deg. 21 min. West 448.11 feet to an iron stake found in the North line of the Fiskville Cemetery Tract;

THENCE with the North line of the Fiskville Cemetery, N60 deg. 26 min. West 286.93 feet to an iron stake found at the Northwest corner of the said Fiskville Cemetery Tract;

THENCE S29 deg. 29 min. West 473.00 feet to an iron stake found at the Southwest corner of the said Fiskville Cemetery Tract;

THENCE N60 deg. 30 min. West 22.42 feet to an iron stake set in the East line of an Electric Easement fifty (50) feet in width, which is described in an instrument of record in Volume 680, at Page 305, of the Deed Records of Travis County, Texas;

THENCE with the East line of said Electrical Easement N5 deg. 05 min. West 423.01 feet to an iron stake set;

THENCE N60 deg. 54 min. West 60.44 feet to an iron stake set in the West line of said Phase 2-A, same being the East line of said North Plaza;

THENCE with the West line of Phase 2-A and the East line of North Plaza, N29 deg. 06 min. East 520.47 feet to an iron stake found at the point of curvature of a curve whose radius is 360.00 feet;

THENCE following said curving West line of Phase 2-A, same being the East line of said North Plaza to the left an arc distance of 146.29 feet, the chord of which arc bears N17 deg. 28 min. East 145.29 feet to an iron stake found at the point of tangency of said curve;

THENCE continuing with the West line of Phase 2-A and the East line of North Plaza, N5 deg. 49 min. East 54.45 feet to the point of curvature of a curve whose radius is 300.00 feet;

THENCE following the curving West line of Phase 2-A, same being the East line of North Plaza to the right an arc distance of 73.77 feet, the chord of which arc bears N12 deg. 52 East 73.58 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT Unit A-4, Building "A", of Sunchase Condominium formerly known as Courtlandt Place Condominium, a condominium project in the City of Austin, Travis County, Texas, according to the Declaration of Condominium and the plats and descriptions attached thereto, of record in Volume 4, Page 179, of the Condominium Records of Travis County, Texas.

and WILLIAM D. DARLING, etux DONNA D. DARLING, is the Sole Owner of:

Unit A-4, Building "A", of Sunchase Condominium formerly known as Courtlandt Place Condominium, a condominium project in the City of Austin, Travis County, Texas, according to the Declaration of Condominium and the plats and descriptions attached thereto, of record in Volume 4, Page 179, of the Condominium Records of Travis County, Texas.

74-0336

AND together the said O. DEAN COUCH, JR. and WILLIAM D. DARLING, etux DONNA D. DARLING, own all of the Condominium units in Sunchase Condominium formerly known as Courtlandt Place Condominium, the said O. DEAN COUCH, JR. and WILLIAM D. DARLING, etux DONNA D. DARLING, have agreed to amend and do hereby amend the following provisions of the Courtlandt Place Condominium Declaration, By-Laws, Rules and Regulations and Insurance Trust Agreement, recorded in Volume 4, Page 179, of the Condominium Records of Travis County, Texas.

I

The name of the hereinabove described Condominium is hereby amended and changed from Courtlandt Place Condominium to Sunchase Condominium for all purposes and references thereto including but not limited to all such references in the Courtlandt Place Condominium Declaration, By-Laws, Rules and Regulations and Insurance Trust Agreement.

II

The legal description of the property of Sunchase Condominium for all purposes and references thereto including but not limited to all such references in the Courtlandt Place Condominium Declaration, By-Laws, Rules and Regulations and Insurance Trust Agreement is hereby amended to read as follows:

414,520 square feet or 9.516 acres of land being out of and a part of Phase 2-A of the FIRST RESUBDIVISION OF COURTLANDT PLACE 2, according to a plat of said subdivision of record in Book 71, at Page 56, of the Plat Records of Travis County, Texas, which tract of land containing 414,520 square feet or 9.516 acres is more particularly described by metes and bounds as follows:

BEGINNING at an iron stake found in the East line of a street known as North Plaza, at the Northeast corner of Phase 2-A of said First Resubdivision of Courtlandt Place 2;

THENCE with the North line of said Phase 2-A, S37 deg. 45 min. East 287.47 feet to an iron stake found, S45 deg. 46 min. East 304.56 feet to an iron stake found, and S50 deg. 16 min. East 119.85 feet to an iron stake found at the Northeast corner of said Phase 2-A in the West line of Fiskville Cemetery Road;

THENCE with an East line of the said Phase 2-A and the West line of Fiskville Cemetery Road, S28 deg. 21 min. West 448.11 feet to an iron stake found in the North line of the Fiskville Cemetery Tract;

THENCE with the North line of the Fiskville Cemetery, N60 deg. 26 min. West 286.93 feet to an iron stake found at the Northwest corner of the said Fiskville Cemetery Tract;

1-14-0337

THENCE S29 deg. 29 min. West 473.00 feet to an iron stake found at the Southwest corner of the said Fiskville Cemetery Tract;

THENCE N60 deg. 30 min. West 22.42 feet to an iron stake set in the East line of an Electric Easement fifty (50) feet in width, which is described in an instrument of record in Volume 680, at Page 305, of the Deed Records of Travis County, Texas;

THENCE with the East line of said Electrical Easement N5 deg. 05 min. West 423.01 feet to an iron stake set;

THENCE N60 deg. 54 min. West 60.44 feet to an iron stake set in the West line of said Phase 2-A, same being the East line of said North Plaza;

THENCE with the West line of Phase 2-A and the East line of North Plaza, N29 deg. 06 min. East 520.47 feet to an iron stake found at the point of curvature of a curve whose radius is 360.00 feet;

THENCE following said curving West line of Phase 2-A, same being the East line of said North Plaza to the left an arc distance of 146.29 feet, the chord of which arc bears N17 deg. 28 min. East 145.29 feet to an iron stake found at the point of tangency of said curve;

THENCE continuing with the West line of Phase 2-A and the East line of North Plaza, N5 deg. 49 min. East 54.45 feet to the point of curvature of a curve whose radius is 300.00 feet;

THENCE following the curving West line of Phase 2-A, same being the East line of North Plaza to the right an arc distance of 73.77 feet, the chord of which arc bears N12 deg. 52 East 73.58 feet to the POINT OF BEGINNING.

III

AMENDMENT OF "ARTICLE 10.1" OF THE COURTLANDT PLACE CONDOMINIUM DECLARATION

The Last Paragraph of "Article 10.1" of the Courtlandt Place Condominium Declaration is hereby amended in part to read as follows:

"The amount of fire insurance to be maintained until the first meeting of the Board shall not be less than Two Million Seven Hundred Thousand and No/100 Dollars ($2,700,000.00)."

IV

AMENDMENT OF "ARTICLE 11" OF THE COURTLANDT PLACE CONDOMINIUM DECLARATION

"Article 11" of the Courtlandt Place Condominium Declaration is hereby amended in its entirety to read as follows: 1-74-0338

"AMENDMENTS - Except as hereinafter provided in this Paragraph, the provisions of this Declaration shall not be changed or amended without the written consent of each and every unit owner who, in the aggregate, represent 100% ownership of the common elements, and each such amendment shall be filed for record in the same manner as this Declaration. No amendment shall affect or impair the rights of any mortgagee unless such mortgagee, in writing, consents to same.

Provided, however, that:

(1) Developer as owner of any apartment reserves and shall at all times have the right to amend this Declaration without the consent or approval of any other person, other than the mortgagee of any such unit owned by it, for the purpose of correcting any typographical or other error in this Declaration or to make this Declaration comply with the mandatory provisions of the Act, if it be deficient in any such respect, or for the purpose of redefining, redescribing, rearranging or replatting the boundaries or dimensions of any two or more apartments owned by it, or any part of such apartments, in order to make more or fewer apartments out of the same or to increase or decrease or change the size, square footage, shape or dimensions of any such apartments owned by it, or any part thereof, or for the purpose of re-allocating or reapportioning the percentage of ownership interest in the common elements as between two or more apartments owned by it, provided, however, that the aggregate interest in the common elements allocated in the aggregate to such apartments affected by any such redefinition, redescription, rearrangement, replatting or reapportionment, shall be the same as the aggregate interest in the common elements allocated in this Declaration to such apartments so affected; and, provided further, that no such amendment made by Developer shall change, alter, amend or modify the size, square footage, shape, dimensions or percentage of ownership interest in the common elements of any apartment which Developer has

sold and conveyed.

(2) If any amendment hereafter made to the Condominium Act of the State of Texas would not otherwise apply to the condominium regime established by the recordation of this Declaration, then the Council may, at any regular meeting or special meeting called for that purpose, adopt a resolution to amend this Declaration in order to enable the application of any such amendment to said Act to the condominium regime hereby established, provided that such resolution shall receive the affirmative vote of the unit owner or owners who represent at least fifty-one per cent (51%) ownership interest in the common elements, in the aggregate. Upon adoption of any such resolution, it shall be duly executed by the presiding officer and secretary of such meeting and filed for record as an amendment to this Declaration."

74-0339

V

AMENDMENT OF "EXHIBIT A" OF THE COURTLANDT PLACE CONDOMINIUM DECLARATION

"Exhibit A" of the Courtlandt Place Condominium Declaration is hereby amended in its entirety to read as follows:

414,520 square feet or 9.516 acres of land being out of and a part of Phase 2-A of the FIRST RESUBDIVISION OF COURTLANDT PLACE 2, according to a plat of said subdivision of record in Book 71, at Page 56, of the Plat Records of Travis County, Texas, which tract of land containing 414,520 square feet or 9.516 acres is more particularly described by metes and bounds as follows:

BEGINNING at an iron stake found in the East line of a street known as North Plaza, at the Northeast corner of Phase 2-A of said First Resubdivision of Courtlandt Place 2;

THENCE with the North line of said Phase 2-A, S37 deg. 45 min. East 287.47 feet to an iron stake found, S45 deg. 46 min. East 304.56 feet to an iron stake found, and S50 deg. 16 min. East 119.85 feet to an iron stake found at the Northeast corner of said Phase 2-A in the West line of Fiskville Cemetery Road;

THENCE with an East line of the said Phase 2-A and the West line of Fiskville Cemetery Road, S28 deg. 21 min. West 448.11 feet to an iron stake found in the North line of the Fiskville Cemetery Tract;

THENCE with the North line of the Fiskville Cemetery, N60 deg. 26 min. West 286.93 feet to an iron stake found at the Northwest corner of the said Fiskville Cemetery Tract;

THENCE S29 deg. 29 min. West 473.00 feet to an iron stake found at the Southwest corner of the said Fiskville Cemetery Tract;

THENCE N60 deg. 30 min. West 22.42 feet to an iron stake set in the East line of an Electric Easement fifty (50) feet in width, which is described in an instrument of record in Volume 680, at Page 305, of the Deed Records of Travis County, Texas;

THENCE with the East line of said Electrical Easement N5 deg. 05 min. West 423.01 feet to an iron stake set;

THENCE N60 deg. 54 min. West 60.44 feet to an iron stake set in the West line of said Phase 2-A, same being the East line of said North Plaza;

I-74-0340

THENCE with the West line of Phase 2-A and the East line of North Plaza, N29 deg. 06 min. East 520.47 feet to an iron stake found at the point of curvature of a curve whose radius is 360.00 feet;

THENCE following said curving West line of Phase 2-A, same being the East line of said North Plaza to the left an arc distance of 146.29 feet, the chord of which arc bears N17 deg. 28 min. East 145.29 feet to an iron stake found at the point of tangency of said curve;

THENCE continuing with the West line of Phase 2-A and the East line of North Plaza, N5 deg. 49 min. East 54.45 feet to the point of curvature of a curve whose radius is 300.00 feet;

THENCE following the curving West line of Phase 2-A, same being the East line of North Plaza to the right an arc distance of 73.77 feet, the chord of which arc bears N12 deg. 52 East 73.58 feet to the POINT OF BEGINNING.

VI

AMENDMENT OF "EXHIBIT B" OF THE COURTLANDT PLACE CONDOMINIUM DECLARATION

The Second Paragraph of "Exhibit B" of the Courtlandt Place Condominium Declaration is hereby amended in part to read as follows:

"Sunchase Condominium is a seventy-one (71) unit townhouse condominium development formed under and subject to the Texas Condominium Act, Texas Revised Civil Statutes Article 1301a and located on 9.516 acres of land, more or less, out of the James P. Wallace Survey No. 57 and a portion of the John Applegate Survey No. 58 in Travis County, Texas, which said 9.516 acre parcel of land is more particularly described by metes and bounds in Exhibit "A" to the Declaration and is depicted by plat attached hereto as Schedule "B" and made a part hereof for all purposes."

VII

AMENDMENT OF "SCHEDULE A" OF "EXHIBIT B" OF THE COURTLANDT PLACE CONDOMINIUM DECLARATION

"Schedule A" of "Exhibit B" of the Courtlandt Place Condominium Declaration is hereby amended in part to include the following described units in addition to those already existing and described therein: 1-14-341

UNIT NUMBER 42 : Depicted on Schedule C

Building 1 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1336 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 13

Garage 392 Sq. Ftg.

1-74-0342

****

UNIT NUMBER 43 : Depicted on Schedule C

Building 1 — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1498 Sq. Ftg

Number of Baths 2½ — Number of Votes in Council of Co-Owners 15

Garage 392 Sq. Ftg.

****

UNIT NUMBER 44 : Depicted on Schedule C

Building 1 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1336 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 13

Garage 473 Sq. Ftg.

****

UNIT NUMBER 45 : Depicted on Schedule C

Building 2 — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1498 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 15

Garage 392 Sq. Ftg.

****

UNIT NUMBER 46 : Depicted on Schedule C

Building 2 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1336 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 13

Garage 473 Sq. Ftg.

I-74-0343

****

UNIT NUMBER 47 : Depicted on Schedule C

Building 2 — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1498 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 15

Garage 392 Sq. Ftg.

****

UNIT NUMBER 48 : Depicted on Schedule C

Building 2 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1336 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 13

Garage 473 Sq. Ftg.

****

UNIT NUMBER 49 : Depicted on Schedule C

Building 2 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1354 Sq. Ftg.

Number of Baths 2 — Number of Votes in Council of Co-Owners 13

Garage 388 Sq. Ftg.

****

UNIT NUMBER 50 : Depicted on Schedule C

Building 3 — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1507 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 15

Garage 421 Sq. Ftg.

1-74-0344

****

UNIT NUMBER 51 : Depicted on Schedule C

Building 3 — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1498 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 15

Garage 392 Sq. Ftg.

****

UNIT NUMBER 52 : Depicted on Schedule C

Building 3 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1336 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 13

Garage 477 Sq. Ftg.

****

UNIT NUMBER 53 : Depicted on Schedule C

Building 3 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1354 Sq. Ftg.

Number of Baths 2 — Number of Votes in Council of Co-Owners 14

Garage 392 Sq. Ftg.

****

UNIT NUMBER 54 : Depicted on Schedule C

Building 6 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1354 Sq. Ftg.

Number of Baths 2 — Number of Votes in Council of Co-Owners 14

Garage 392 Sq. Ftg.

1-74-0345

****

UNIT NUMBER 55 : Depicted on Schedule C

Building 6 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1336 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 13

Garage 473 Sq. Ftg.

****

UNIT NUMBER 56 : Depicted on Schedule C

Building 6 — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1498 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 15

Garage 392 Sq. Ftg.

****

UNIT NUMBER 57 : Depicted on Schedule C

Building 6 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1336 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 13

Garage 473 Sq. Ftg.

****

UNIT NUMBER 58 : Depicted on Schedule C

Building 6 — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1498 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 15

Garage 392 Sq. Ftg.

1-74-0346

****

UNIT NUMBER 59 : Depicted on Schedule C

Building 6 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1336 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 13

Garage 477 Sq. Ftg.

****

UNIT NUMBER 60 : Depicted on Schedule C

Building 6 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1354 Sq. Ftg.

Number of Baths 2 — Number of Votes in Council of Co-Owners 14

Garage 392 Sq. Ftg.

****

UNIT NUMBER 61 : Depicted on Schedule C

Building 4 — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1507 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 15

Garage 421 Sq. Ftg.

****

UNIT NUMBER 62 : Depicted on Schedule C

Building 4 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1336 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 13

Garage 473 Sq. Ftg.

1-14-0347

****

UNIT NUMBER 63 : Depicted on Schedule C

Building 4 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1354 Sq. Ftg.

Number of Baths 2 — Number of Votes in Council of Co-Owners 14

Garage 392 Sq. Ftg.

****

UNIT NUMBER 64 : Depicted on Schedule C

Building 5 — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1507 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 15

Garage 421 Sq. Ftg.

****

UNIT NUMBER 65 : Depicted on Schedule C

Building 5 — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1498 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 15

Garage 388 Sq. Ftg.

****

UNIT NUMBER 66 : Depicted on Schedule C

Building 5 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1336 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 13

Garage 473 Sq. Ftg.

1-74-0348

****

UNIT NUMBER 67 : Depicted on Schedule C

Building 5 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1354 Sq. Ftg.

Number of Baths 2 — Number of Votes in Council of Co-Owners 14

Garage 392 Sq. Ftg.

****

UNIT NUMBER 68 : Depicted on Schedule C

Building 5 — Number of Parking Spaces 2

Number of Bedrooms 3 — Floor Area in Square Feet 1507 Sq. Ftg.

Number of Baths 2½ — Number of Votes in Council of Co-Owners 15

Garage 427 Sq. Ftg.

****

UNIT NUMBER 69 : Depicted on Schedule C

Building 5 — Number of Parking Spaces 2

Number of Bedrooms 2 — Floor Area in Square Feet 1354 Sq. Ftg.

Number of Baths 2 — Number of Votes in Council of Co-Owners 14

Garage 392 Sq. Ftg.

****

UNIT NUMBER 70 : Depicted on Schedule C

Building 5

Number of Parking Spaces 2

Number of Bedrooms 2

Floor Area in Square Feet 1336 Sq. Ftg.

Number of Baths 2½

Number of Votes in Council of Co-Owners 13

Garage 473 Sq. Ftg.

1-74-0349

****

UNIT NUMBER 71 : Depicted on Schedule C

Building 5

Number of Parking Spaces 2

Number of Bedrooms 3

Floor Area in Square Feet 1507 Sq. Ftg.

Number of Baths 2½

Number of Votes in Council of Co-Owners 15

Garage 421 Sq. Ftg.

****

UNIT NUMBER _____ : Depicted on Schedule C

Building _____

Number of Parking Spaces _____

Number of Bedrooms _____

Floor Area in Square Feet _____

Number of Baths _____

Number of Votes in Council of Co-Owners _____

Garage _____

****

UNIT NUMBER _____ : Depicted on Schedule C

Building _____

Number of Parking Spaces _____

Number of Bedrooms _____

Floor Area in Square Feet _____

Number of Baths _____

Number of Votes in Council of Co-Owners _____

Garage _____

****

VIII

AMENDMENT OF "SCHEDULE B" OF "EXHIBIT B" OF THE COURTLANDT PLACE CONDOMINIUM DECLARATION

"Schedule B" of "Exhibit B" of the Courtlandt Place Condominium Declaration is hereby amended in its entirety and replaced with a revised plat attached hereto as "Exhibit A": 1-74-0350

I-74-0351

SCHEDULE B TO EXHIBIT B

SURVEY PLAT SHOWING LOCATION AND DIMENSIONS OF THE PROJECT TRACT, BEING ALL OF LOT 11A OF QUIETLANDT PLACE, AN OUT LOT OF THE JOHN AS RUEGATE SURVEY, ABSTRACT 1, HARRIS COUNTY, TEXAS, AND THE LOCATION OF EXISTING IMPROVEMENTS, CABLE RISERS, GARAGES, AND OTHER IMPROVEMENTS THEREON.

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

S 60°30'E
27.42'
S 29°30'W
202.0'
S 60°30'E
N 29°30'E 473.00'
S 29°30'W 462.67'
6 217
N 60°26'W 286.93'
I-74-0353

1-74-0352

Exhibit A

1-74-0354

218

NORTH

SCALE

LEGEND

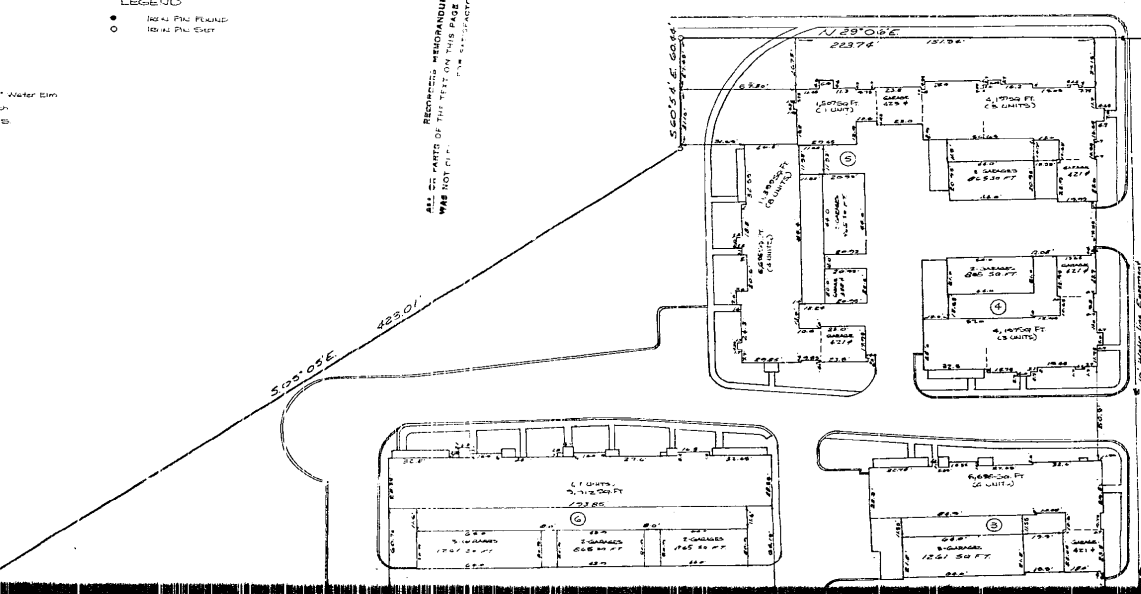
- ● IRON PIN FOUND
- ○ IRON PIN SET

BENCHMARK
2-60d nails in south side of 48" Water Elm on North bank of 60' Drainage Ditch
Elevation 65.40 U.S.C.&G.S.

RECIPROCAL MEMORANDUM
ALL OF PARTS OF THIS SITE ON THIS PLAT
WAS NOT FILED
PLAT SUBSEQUENT RECORDATION

NOTES:

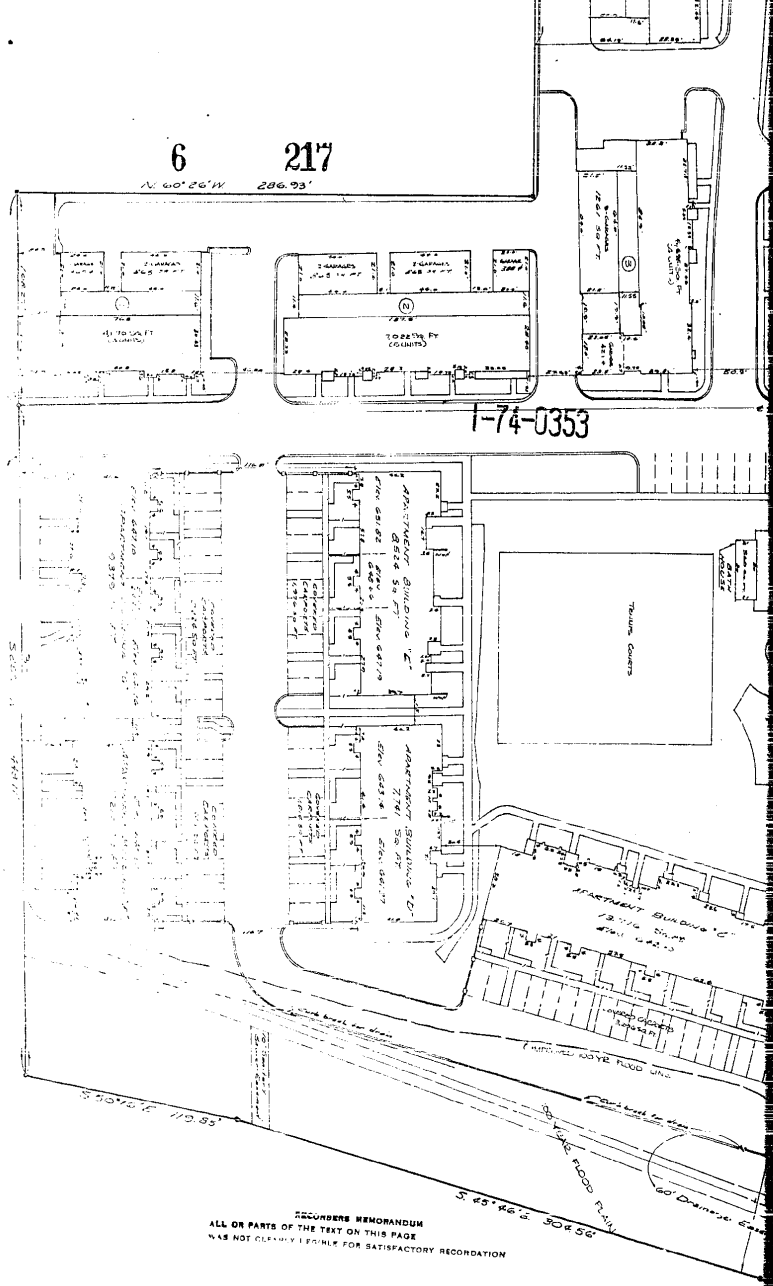
1. Square footage shown for Apartment Buildings are the areas bounded by the interior surfaces of the perimeter of Concrete slab areas.
2. Square footage for carports is the area under cover.
3. Utility easements exist as shown.
4. Carport areas shown do not include storage areas.


N 29°01'E
237.74'
S60°54'E 604.66'
S 29°01'E 423.01'
6,720 Sq Ft (7 UNITS)
6,720 Sq Ft (7 UNITS)
6,720 Sq Ft (7 UNITS)

6 217

N. 60° 26' W 286.93'

I-74-0353



RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

6 219

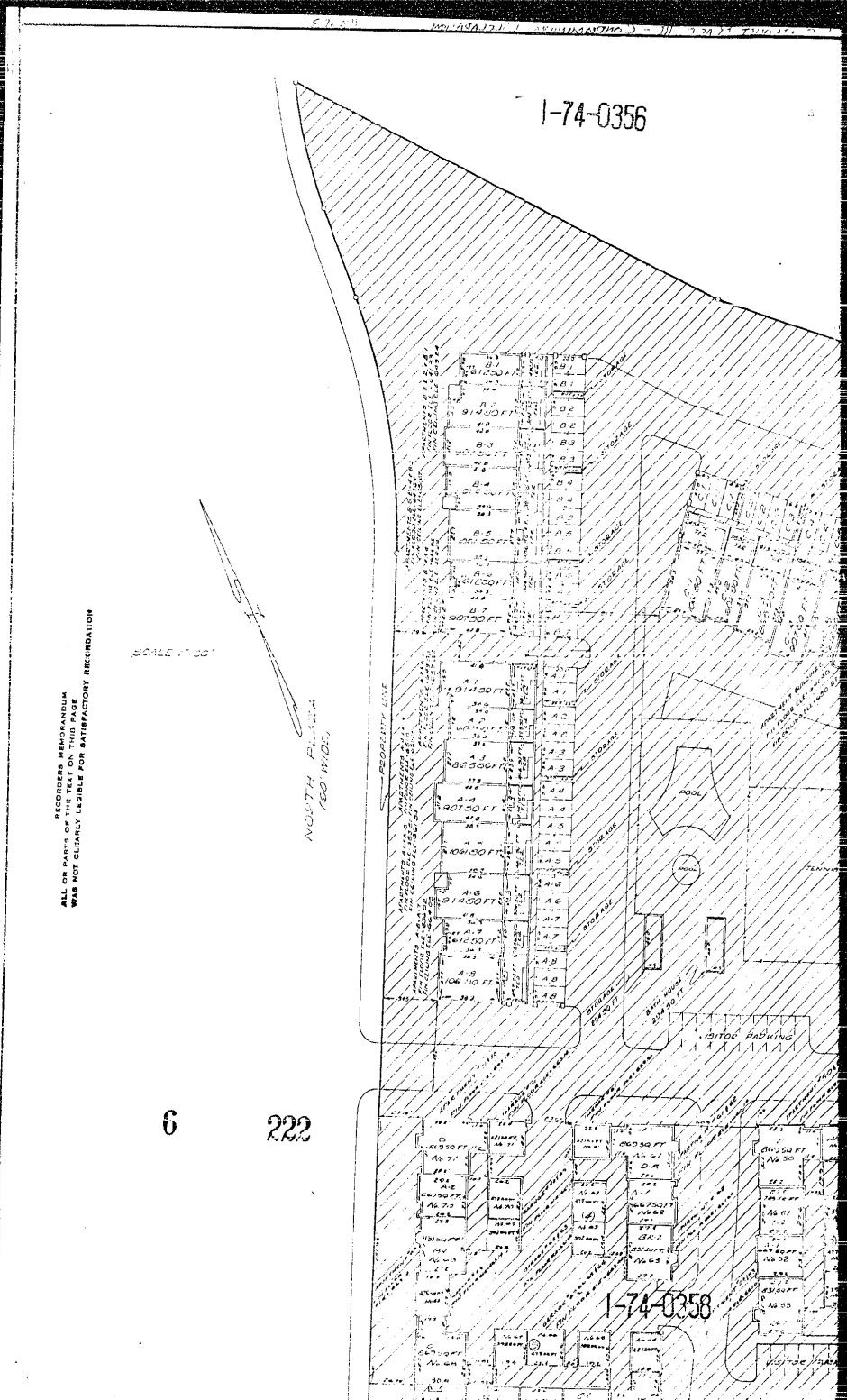
220
6
RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION
PLAZA
(60' WIDE)
NORTH
1-74-0354
0353
218
6

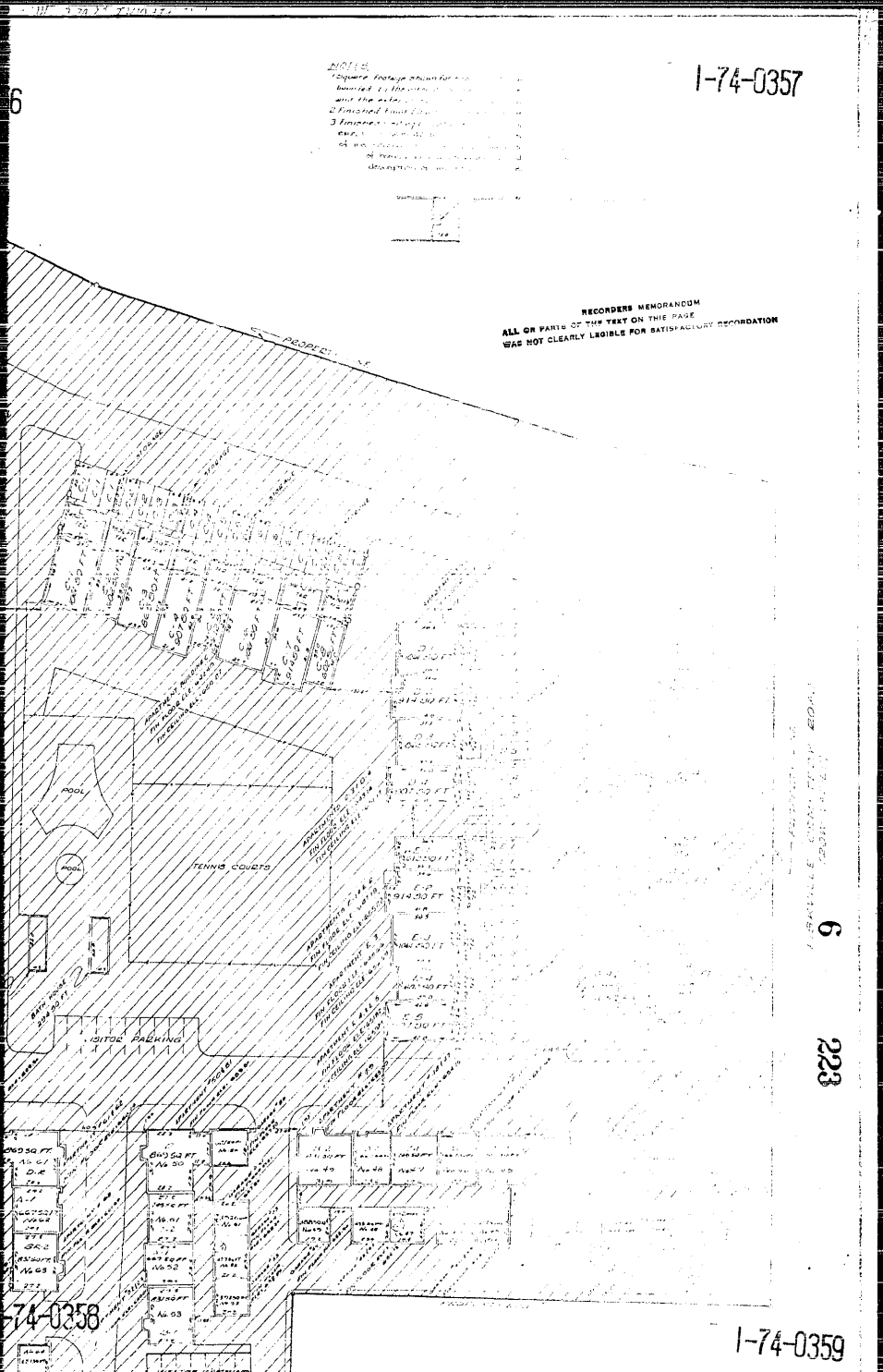
IX

AMENDMENT OF "SCHEDULE C" OF "EXHIBIT B" OF THE COURTLANDT PLACE CONDOMINIUM DECLARATION

"Schedule C" of "Exhibit B" of the Courtlandt Place Condominium Declaration is hereby amended in its entirety and replaced with revised plats which are attached hereto as "Exhibits A and B" showing the location, square footage and dimensions of the first and second floors respectively of each individual Unit:

L-74-355


1-74-0356
1-74-0358
NORTH PLAZA
(80 WIDE)
SCALE 1" = 30'
RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION


1-74-0357
RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION
PROPERTY LINE
POOL
TENNIS COURTS
VISITOR PARKING
1-74-0358
1-74-0359

6 224

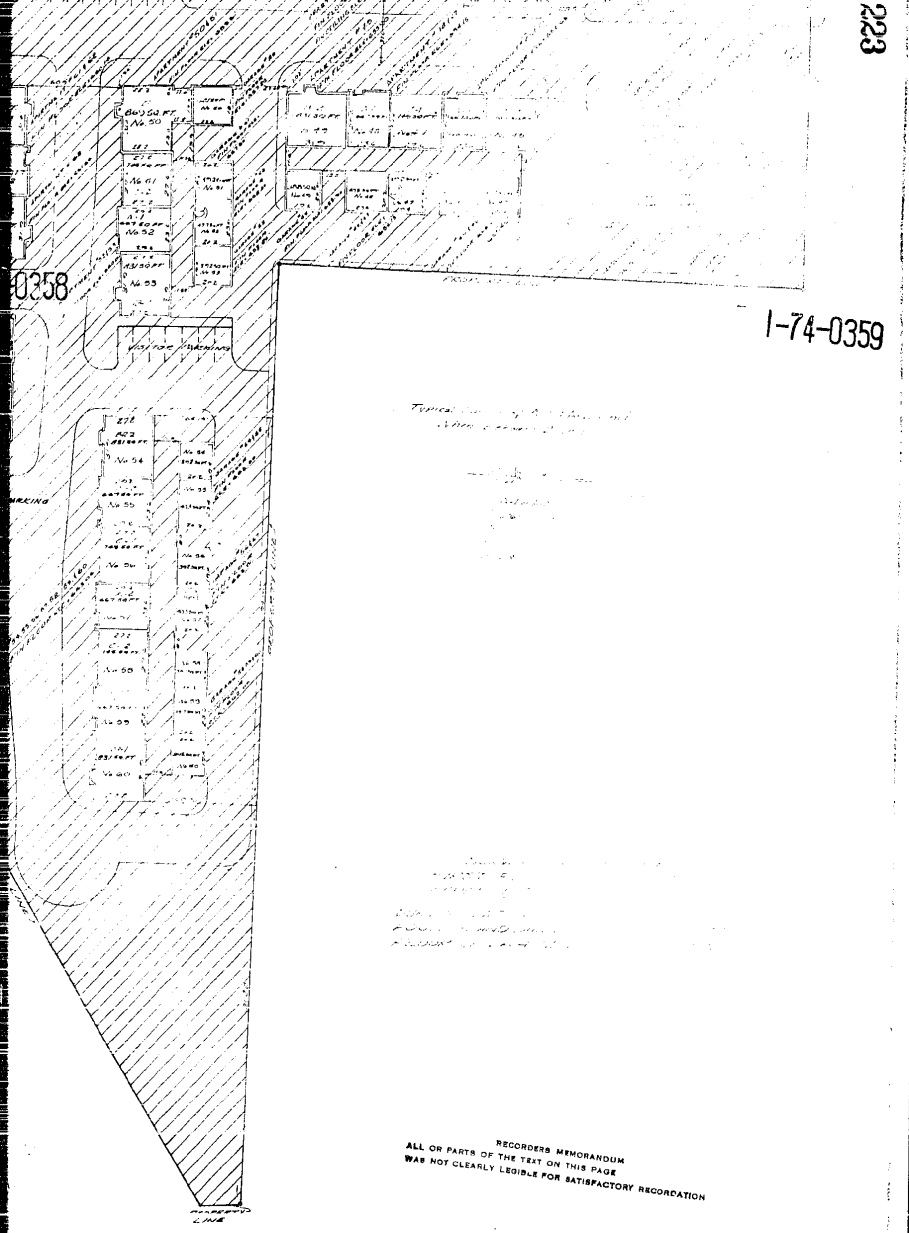
Exhibit A

ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

RECORDED'S MEMORANDUM

6 222

I-74-0238



I-74-0358

I-74-0359

RECORDERS MEMORANDUM
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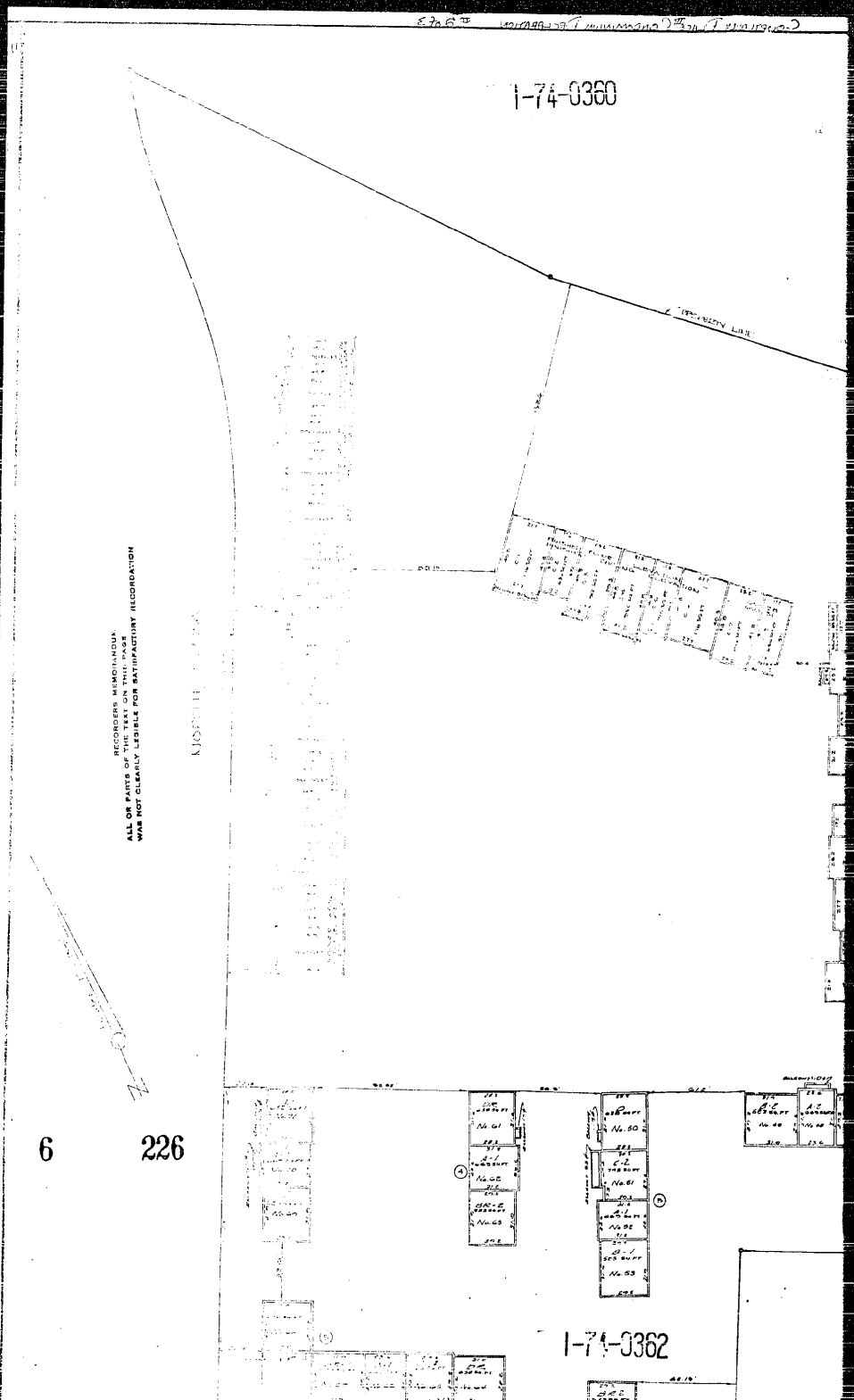
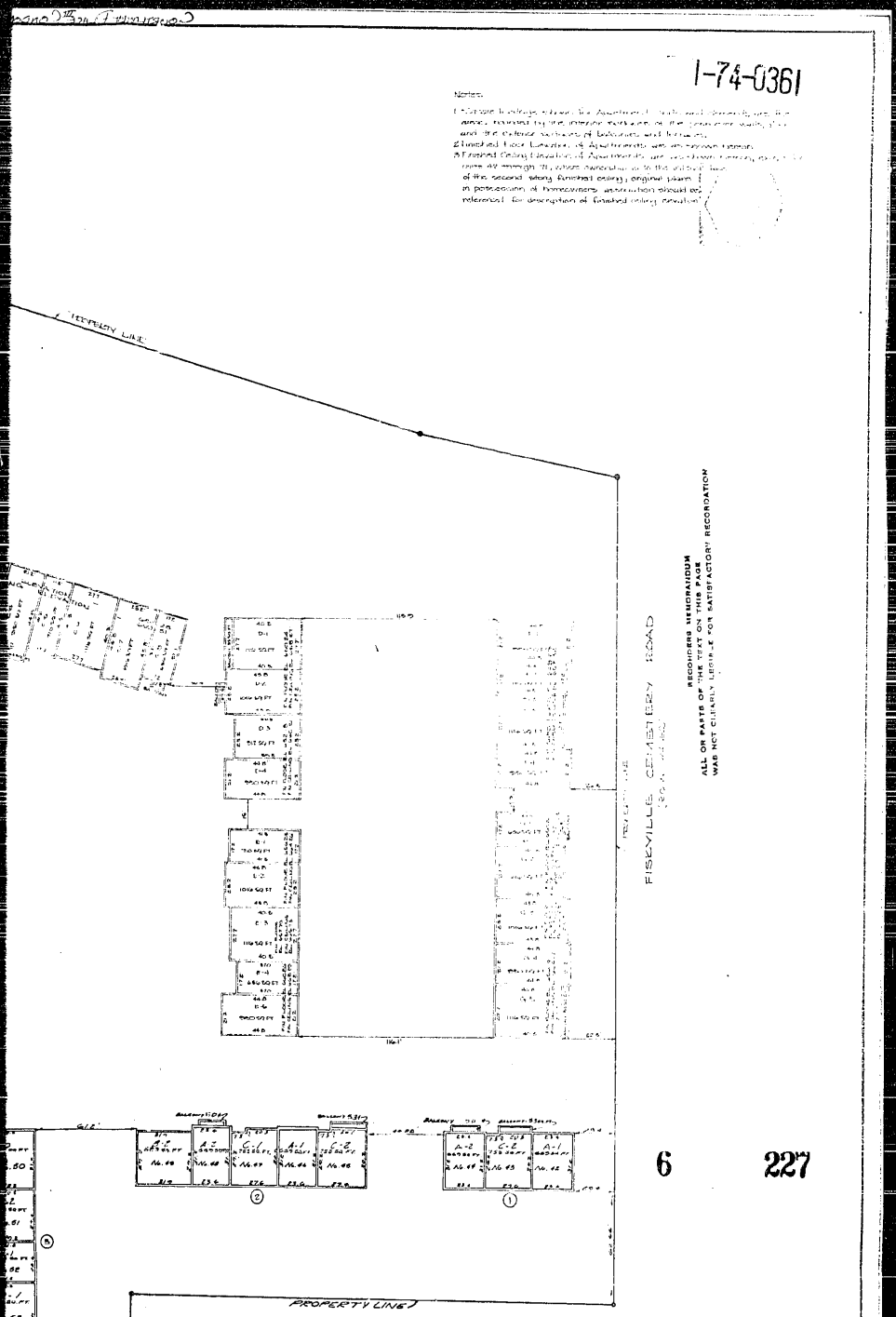

1-74-0360
1-74-0362
RECORDER'S MEMORANDUM
ALL OR PARTS OF THIS INSTRUMENT
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

6 226

1-74-0361

Notes:

1. Square footage shown for Apartment Units and Basements are gross areas measured to the interior surfaces of the perimeter walls, floor and the exterior surfaces of balconies and terraces.
2. Finished Floor Elevation of Apartments are as shown thereon.
3. Finished Ceiling Elevation of Apartments are as shown thereon, except as to certain rooms as enough to cover variations in the ceiling level of the second story furnished ceiling original plans in possession of Homeowners association should be referenced for description of finished ceiling elevation.



1-74-0362

1-74-0363

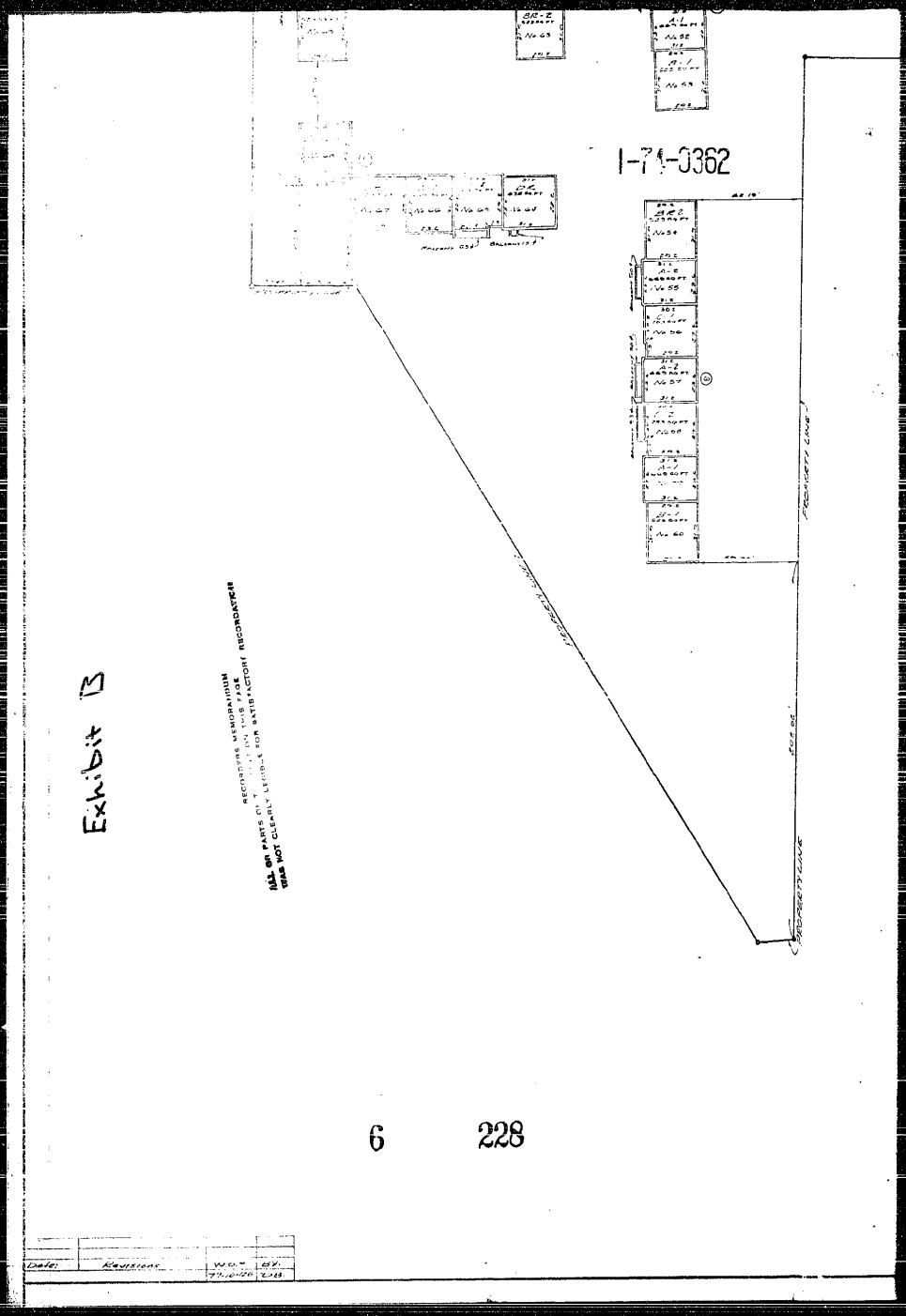
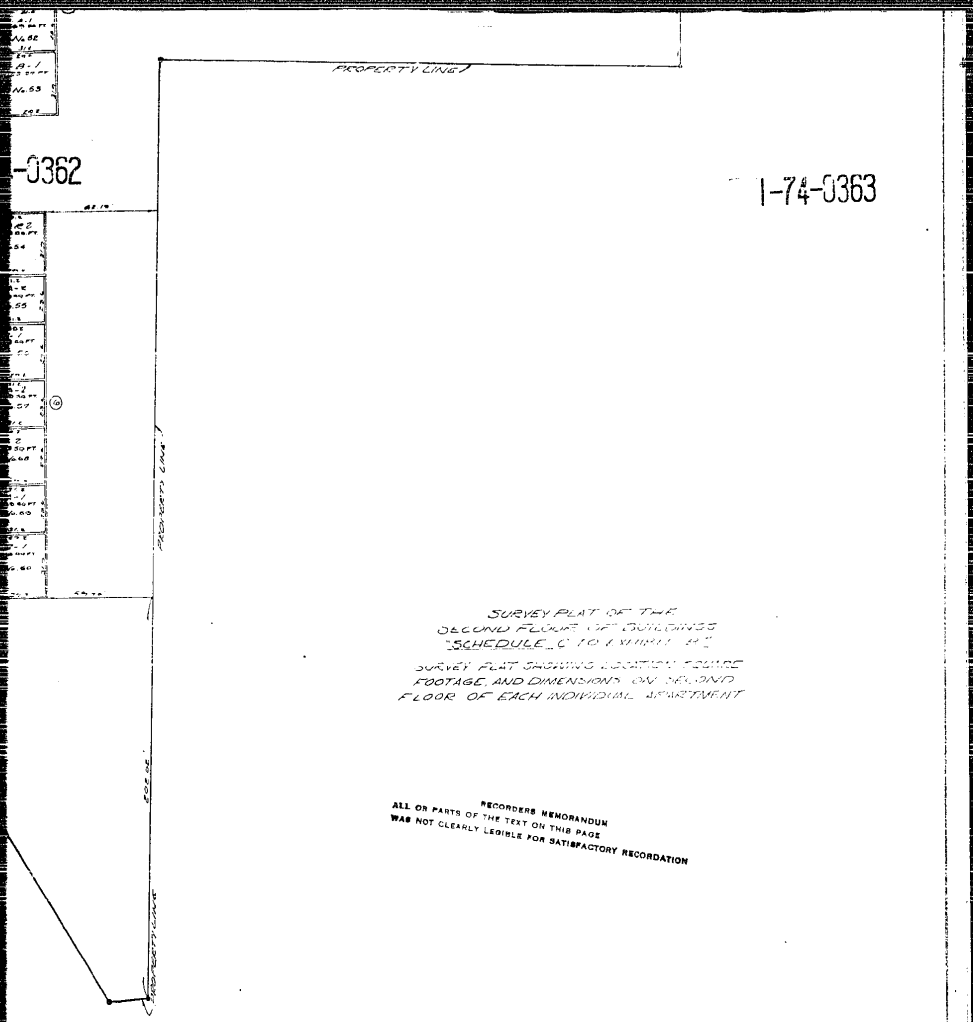

I-71-0362
FOURTH LANE
RECORDERS MEMORANDUM
Date: Revisions: W.O.: BY:

Exhibit M



-0362

1-74-0363

SURVEY PLAT OF THE
SECOND FLOOR OF BUILDINGS
"SCHEDULE C TO A MINIMUM"
SURVEY PLAT SHOWING LOCATION, SQUARE
FOOTAGE, AND DIMENSIONS ON SECOND
FLOOR OF EACH INDIVIDUAL APARTMENT

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

X

AMENDMENT OF "ARTICLE 1.2 (D) (b)" OF "EXHIBIT C" OF THE COURTLANDT PLACE CONDOMINIUM BY-LAWS

"Article 1.2 (D) (b)" of "Exhibit C" of the Courtlandt Place Condominium By-Laws is hereby amended in part to read as follows:

"upon the closing of sale of the last Condominium by Declarant, whichever time period is longer."

1-14-0354

XI

AMENDMENT OF "ARTICLE 6.6 (A)" OF "EXHIBIT C" OF THE COURTLANDT PLACE CONDOMINIUM BY-LAWS

"Article 6.6 (A)" of "Exhibit C" of the Courtlandt Place Condominium By-Laws is hereby amended in part to read as follows:

"Fire Insurance, $2,700,000.00."

IN WITNESS WHEREOF, O. Dean Couch, Jr., and William D. Darling, and wife, Donna D. Darling, and City National Bank of Austin have duly executed these amendments to Courtlandt Place Condominium Declaration, By-Laws, Rules and Regulations and Insurance Trust Agreement this the 24th day of March, 1978.

O. Dean Couch

O. DEAN COUCH, JR., Individually and DBA COUCH MORTGAGE COMPANY

Donna D. Darling

DONNA D. DARLING

William D. Darling

WILLIAM D. DARLING

ATTEST: (CORPORATE SEAL)

Eleanor Soofe
Assistant Vice President

CITY NATIONAL BANK OF AUSTIN,
Trustee in Insurance Trust
Agreement, dated January 24, 1975

BY: A. C. Brown

TITLE: Sr V-P

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared O. DEAN COUCH, JR., Individually and doing business as COUCH MORTGAGE COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the said was the act of the said O. DEAN COUCH JR., Individually and doing business as COUCH MORTGAGE COMPANY, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

I-77-0355

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 1st day of March, 1978.

NOTARY SEAL

Dolores J. Blaylock
Notary Public in and for
HARRIS County, Texas

DOLORES T. BLAYLOCK
Notary Public in and for Harris County, Texas
My Commission Expires June 30, 19 78

THE STATE OF TEXAS §

COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIAM D. DARLING, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the said was the act of the said WILLIAM D. DARLING, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 6th day of April, 1978.

NOTARY SEAL

Gleva C. Simmons
Notary Public in and for
County, Texas

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DONNA D. DARLING, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the said was the act of the said DONNA D. DARLING, and that he executed the same for the purposes and consideration therein expressed,

1-74-0366

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 6th day of April, 1978.

Glenna C. Simmons

NOTARY SEAL

Notary Public in and for
County, Texas

THE STATE OF TEXAS §

COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ W.C. Brown, Senior Vice President of and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City National Bank, a national banking association, and that he executed the same as the act of such association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of March, 1978.

1-74-0357

NOTARY SEAL

Carol Childress
Notary Public in and for
County, Texas

CAROL CHILDRESS
Notary Public, Harris County, Texas
My Commission Expires 7-31-78

MEMBERS OF BOARD OF MANAGERS OF SUNCHASE CONDOMINIUM

(IND SEAL) J. L. Branscum

Michael Couch

T. Norman Ackerman

W. H. Baker

John Mosley

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. L. Branscum, member of the Board of Managers for SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13 day of March, 1978.

NOTARY SEAL

Jacqueline L. Morris
Notary Public in and for
Harris County, Texas

JACQUELINE L. MORRIS
Notary Public in and for Harris County, Texas
My Commission Expires 10-14-78

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael Couch, member of the Board of Managers for SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13 day of March, 1978.

NOTARY SEAL

Jacqueline L. Morris
Notary Public in and for
Harris County, Texas

JACQUELINE L. MORRIS
Notary Public in and for Harris County, Texas
My Commission Expires 10-14-78

THE STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. Hamm, member of the Board of Managers for SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13 day of March, 1978.

NOTARY SEAL

Jacqueline L. Morris
Notary Public in and for
Harris County, Texas

JACQUELINE L. MORRIS
Notary Public in and for Harris County, Texas
My Commission Expires 10-14-78

F-478038

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. H. Baker, member of the Board of Managers for SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13 day of March, 1978.

K-4-5359

NOTARY SEAL

Jacqueline L. Morris
Notary Public in and for
Harris County, Texas

JACQUELINE L. MORRIS
Notary Public in and for Harris County, Texas
My Commission Expires 10-14-78

THE STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John Moseley, member of the Board of Managers for SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13 day of March, 1978.

NOTARY SEAL

Jacqueline L. Morris
Notary Public in and for
Harris County, Texas

JACQUELINE L. MORRIS
Notary Public in and for Harris County, Texas
My Commission Expires 10-14-78

CERTIFICATE

I, John Mosley, being the Secretary to the Board of Managers of SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, do hereby certify as follows:

(A) that J.E. Brandscher, Michael Couch & Norman Underman, and Dale Couch are the present and initial Members of said Board having been appointed thereto by O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY; and

(B) that upon the resignation of Dale Couch as a member of said Board, the said Board of Managers unanimously elected W. H. Baker successor to Dale Couch as a member of said Board on 1 day of March, 1978 in accordance with Article 2.3 of the Sunchase Condominium By-Laws; that W. H. Baker is a present member of the said Board of Managers.

I-74-0270

(NO SEAL)

By: John Mosley
Secretary, Board of Managers
SUNCHASE CONDOMINIUM

SUBSCRIBED AND SWORN TO BEFORE ME on this 13 day of March, 1978 by the said John Mosley Secretary to the Board of Managers of SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be such person and officer.

NOTARY SEAL

Jacqueline L. Morris
Notary Public in and for
County, Texas

JACQUELINE L. MORRIS
Notary Public in and for Harris County, Texas
My commission Expires 10-14-78

STATE OF TEXAS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

APR 11 1978

Dorie Shepperd
COUNTY CLERK
TRAVIS COUNTY, TEXAS

COUNTY OF TRAVIS

FILED
APR 11 2 17 PM '78
Dorie Shepperd
COUNTY CLERK
TRAVIS COUNTY, TEXAS

OCT -2-79 5923

2-12-6853

FIRST AMENDMENT TO

SUNCHASE CONDOMINIUM

Declaration

By-Laws

Rules and Regulations

Insurance Trust Agreement

CONDOMINIUM RECORDS
TRAVIS COUNTY TEXAS

8 170

Return Stewart Title

2-12-6854

Whereas O. DEAN COUCH, JR. is The Sole Owner of:

Sunchase Condominium formerly known as Courtlandt Place Condominium field notes for which are 414,520 square feet or 9.516 acres of land being out of and a part of Phase 2-A of the FIRST RESUBDIVISION OF COURTLANDT PLACE 2, according to a plat of said subdivision of record in Book 71, at Page 56, of the Plat Records of Travis County, Texas, which tract of land containing 414,520 square feet or 9.516 acres is more particularly described by metes and bounds as follows:

BEGINNING at an iron stake found in the East line of a street known as North Plaza, at the Northeast corner of Phase 2-A of said First Resubdivision of Courtlandt Place 2;

THENCE with the North line of said Phase 2-A, S37 deg 45 min. East 287.47 feet to an iron stake found, S45 deg. 46 min. East 304.56 feet to an iron stake found, and S50 deg. 16 min East 119.85 feet to an iron stake found at the Northeast corner of said Phase 2-A in the West line of Fiskville Cemetery Road;

THENCE with an East line of the said Phase 2-A and the West line of Fiskville Cemetery Road, S28 deg. 21 min. West 448.11 feet to an iron stake found in the North line of the Fiskville Cemetery Tract;

THENCE with the North line of the Fiskville Cemetery, N60 deg. 26 min. West 286.93 feet to an iron stake found at the Northwest corner of the said Fiskville Cemetery Tract;

THENCE S29 deg. 29 min. West 473.00 feet to an iron stake found at the Southwest corner of the said Fiskville Cemetery Tract;

THENCE N60 deg. 30 min. West 22.42 feet to an iron stake set in the East line of an Electric Easement fifty (50) feet in width, which is described in an instrument of record in Volume 680, at Page 305, of the Deed Records of Travis County, Texas;

THENCE with the East line of said Electrical Easement N5 deg. 05 min. West 423.01 feet to an iron stake set;

THENCE N60 deg. 54 min. West 60.44 feet to an iron stake set in the West line of said Phase 2-A, same being the East line of said North Plaza;

THENCE with the West line of Phase 2-A and the East line of North Plaza, N29 deg. 06 min. East 520.47 feet to an iron stake found at the point of curvature of a curve whose radius is 360.00 feet;

THENCE following said curving West line of Phase 2-A, same being the East line of said North Plaza to the left an arc distance of 146.29 feet, the chord of which arc bears N17 deg. 28 min. East 145.29 feet to an iron stake found at the point of tangency of said curve;

THENCE continuing with the West line of Phase 2-A and the East line of North Plaza, N5 deg. 49 min. East 54.45 feet to the point of curvature of a curve whose radius is 300.00 feet;

THENCE following the curving West line of Phase 2-A, same being the East line of North Plaza to the right an arc distance of 73.77 feet, the chord of which arc bears N12 deg. 52 East 73.58 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT the hereinafter described Units of Sunchase Condominium formerly known as Courtlandt Place Condominium, a condominium

project in the City of Austin, Travis County, Texas, according to the Declaration of Condominium and the plats and descriptions attached thereto, of record in Volume 4, Page 179, and as amended in Volume 6, Page 200, et. seq., of the Condominium Records of Travis County, Texas.

Unit 42, Building 1
Unit 43, Building 1
Unit 44, Building 1
Unit 46, Building 2
Unit 47, Building 2
Unit 48, Building 2
Unit 49, Building 2
Unit 50, Building 3
Unit 52, Building 3
Unit 53, Building 3
Unit 54, Building 6
Unit 55, Building 6
Unit 56, Building 6
Unit 57, Building 6
Unit 60, Building 6
Unit 61, Building 4
Unit 62, Building 4
Unit 63, Building 4
Unit 64, Building 5
Unit 66, Building 5
Unit 67, Building 5
Unit 68, Building 5
Unit 69, Building 5
Unit 70, Building 5
Unit 71, Building 5
Unit 72, Building 7
Unit 103, Building A
Unit 110, Building B
Unit 111, Building B
Unit 114, Building B

Unit 117, Building C

Unit 120, Building C

Unit 125, Building E

Unit 128, Building E

Unit 132, Building D

Unit _____, Building _____

2-12-6856

and the following persons (hereinafter called Purchasers) own an interest in one or more Sunchase Condominium Units under either deed or contract to purchase:

Name: Jerry A. Davis

Unit 42, Building 1

Name: Frank K. Lackert

Unit 43, Building 1

Name: L. A. Luker and Cynthia R. Luker

Unit 44, Building 1

Name: Karen A. Smith

Unit 46, Building 2

Name: Norris S. Brown and Evelyn J. Brown

Unit 47, Building 2

Name: A. H. Green and Dorothy Stigler Green

Unit 48, Building 2

Name: Judith A. Pinckard and HenryEtta Ann Mundt

Unit 49, Building 2

Name: Diana R. Johnson and Donald L. Johnson

ORIGINAL DIM

Unit 50, Building 3

Name: Edward J. Lasko and Natalie J. Lasko

Unit 52, Building 3

Name: W. R. Edwards and Mildred E. Edwards

Unit 53, Building 3

Name: Joseph R. Nix and Oleta F. Nix

Unit 54, Building 6

Name: Anna Louise Hill Pollei

Unit 55, Building 6

Name: Stephen T. Dalrymple and Sharon J. Dalrymple

Unit 56, Building 6

Name: Rossevelt Leaks

Unit 57, Building 6

Name: James D. Echols

Unit 60, Building 6

Name: Marjorie M. Bowes

Unit 61, Building 4

Name: Gary Harris and Donnie Harris (Mr. & Mrs.)

2-12-6857

Unit 62, Building 4

Name: Larry R. Davis and Judith A. Davis

Unit 63, Building 4

Name: Thomas E. Conner and Florence R. Conner

Unit 64, Building 5

Name: Diane Batchelder

Unit 66, Building 5

Name: John H. Gully and Rajean M. Gully

Unit 67, Building 5

Name: Ronald S. Joseph

Unit 68, Building 5

Name: Adele D. Wunderl

Unit 69, Buidling 5

Name: Martin O. Zamzow and Gerald Daugherty

Unit 70, Building 5

Name: Elaine Davis

Unit 71, Building 5

Name: Lewis E. Gerald and Debbie F. Gerald

Unit 72, Building 7

Name: Ida A. Powell

ORIGINAL DIM

Unit 103, Building A

Name: Fedil C. Porter

Unit 110, Building B

Name: William Darling

Unit 111, Building B

Name: Bill Caskey

Unit 114, Building B

Name: Martin E. Luker

Unit 117, Building C

Name: Robert H. Humphreys

Unit 120, Building C

Name: Floyd Hendrix

Unit 125, Building E

Name: Sandra E. Dietz

Unit 128, Building E

Name: J. E. Powell and Charlotte Ann Powell

Unit 132, Building D

Name:

Unit _____, Building _____

2-12-6858

AND together the said O. DEAN COUCH, JR. and said Purchasers own all of the Condominium units in Sunchase Condominium formerly known as Courtlandt Place Condominium, the said O. DEAN COUCH, JR. and said Purchasers have agreed to amend and do hereby amend the following provisions of the Sunchase Condominium Declaration, By-Laws, Rules and Regulations and Insurance Trust Agreement, recorded in Volume 4, Page 179, and as amended in Volume 6, Page 200 et. seq., of the Condominium Records of Travis County, Texas.

I.

AMENDMENT OF "ARTICLE 10.1" OF THE SUNCHASE CONDOMINIUM DECLARATION

The Last Paragraph of "Article 10.1" of the Sunchase Condominium Declaration is hereby amended in part to read as follows:

"The amount of fire insurance to be maintained until the first meeting of the Board shall not be less than _____ $3,826,900.00 ($)."

II.

AMENDMENT OF "EXHIBIT B" OF THE SUNCHASE CONDOMINIUM DECLARATION

The Second Paragraph of "Exhibit B" of the Sunchase Condominium Declaration is hereby amended in part to read as follows:

"Sunchase Condominium is seventy-three (73) unit townhouse condominium development formed under and subject to the Texas Condominium Act, Texas Revised Civil Statutes Article 1301a and located on 9.516 acres of land, more or less, out of the James P. Wallace Survey No. 57 and a portion of the John Applegate Survey No. 58 in Travis County, Texas, which said 9.516 acre parcel of land is more particularly described by metes and bounds in Exhibit "A" to the Declaration and is depicted by plat attached hereto as Schedule "B" and made a part hereof for all purposes."

III.

2-12-6859

AMENDMENT OF "SCHEDULE A" OF "EXHIBIT B" OF THE SUNCHASE CONDOMINIUM DECLARATION

"Schedule A" of "Exhibit B" of the Sunchase Condominium Declaration is hereby amended in part to include the following described units in addition to those already existing and described therein:

2-12-6860

****

UNIT NUMBER 72 : Depicted on Schedule C as Unit

Building 7

Number of Parking Spaces 2

Number of Bedrooms 2

Floor Area in Square Feet 1354 sq. ft.

Number of Baths 2

Number of Votes in Council of Co-Owners 14

Garage 392 sq. ft.

****

UNIT NUMBER 73 : Depicted on Schedule C as Unit

Building 7

Number of Parking Spaces 2

Number of Bedrooms 2

Floor Area in Square Feet 1354 sq. ft.

Number of Baths 2

Number of Votes in Council of Co-Owners 14

Garage 392 sq. ft.

****

ORIGINAL DIM

2-12-6861

IV.

AMENDMENT OF "SCHEDULE B" OF "EXHIBIT B" OF THE SUNCHASE CONDOMINIUM DECLARATION

"Schedule B" of "Exhibit B" of the Sunchase Condominium Declaration is hereby amended in its entirety and replaced with a revised plat attached hereto as "Exhibit A":

V. 2-12-6862

AMENDMENT OF "SCHEDULE C" OF "EXHIBIT B" OF THE SUNCHASE CONDOMINIUM DECLARATION

"Schedule C" of "Exhibit B" of the Sunchase Condominium Declaration is hereby amended in its entirety and replaced with revised plats which are attached hereto as "Exhibits A and B" showing the location, square footage and dimensions of the first and second floors respectively of each individual Unit:

VI. 2-12-6863

AMENDMENT OF "ARTICLE 6.6 (A)" OF "EXHIBIT C" OF THE SUNCHASE CONDOMINIUM BY-LAWS

"Article 6.6 (A)" of "Exhibit C" of the Sunchase Condominium By-Laws is hereby amended in part to read as follows:

"Fire Insurance, $3,826,900.00."

VII.

The Courtland Place Condominium Declaration, By-Laws, Rules and Regulations and Insurance Trust Agreement and the Amendment to Courtlandt Place Condominium Declaration, By-Laws, Rules and Regulations and Insurance Trust Agreement are hereby ratified and confirmed in so far as they do not conflict with the provisions herein contained and any conflicts, inconsistencies or discrepancies are to be resolved in favor of and in accordance with the terms and provisions herein contained.

IN WITNESS WHEREOF, O. Dean Couch, Jr., and William Duane Darling, City National Bank of Austin and all Purchasers have duly executed these amendments to Sunchase Condominium Declaration, By-Laws, Rules and Regulations and Insurance Trust Agreement this the _____ day of _____, 1978.

O. DEAN COUCH, JR., Individually and
DBA COUCH MORTGAGE COMPANY

WILLIAM DUANE DARLING

ORIGINAL DOC

2-12-6864

VI.

AMENDMENT OF "ARTICLE 6.6 (A)" OF "EXHIBIT C" OF THE SUNCHASE CONDOMINIUM BY-LAWS

"Article 6.6 (A)" of "Exhibit C" of the Sunchase Condominium By-Laws is hereby amended in part to read as follows:

"Fire Insurance, $3,826,900.00."

VII.

The Courtland Place Condominium Declaration, By-Laws, Rules and Regulations and Insurance Trust Agreement and the Amendment to Courtlandt Place Condominium Declaration, By-Laws, Rules and Regulations and Insurance Trust Agreement are hereby ratified and confirmed in so far as they do not conflict with the provisions herein contained and any conflicts, inconsistencies or discrepancies are to be resolved in favor of and in accordance with the terms and provisions herein contained.

IN WITNESS WHEREOF, O. Dean Couch, Jr., and William Duane Darling, City National Bank of Austin and all Purchasers have duly executed these amendments to Sunchase Condominium Declaration, By-Laws, Rules and Regulations and Insurance Trust Agreement this the _____ day of _____, 1978.

O. DEAN COUCH, JR., Individually and
DBA COUCH MORTGAGE COMPANY

WILLIAM DUANE DARLING

Janice B Lohman

Raymond C Lohman

Samantha Wandrey

2-12-6865

Jerry A Davis

Elaine Davis

Rosserett Leath

Diana R Johnson
Don Johnson
By A.S. Lungaard

John H. and Rajan M. Gulley

Sandra E Dietz

Anna L. Fuller

Jan Fellows

Evelyn J. Brown
Louis A. Brown

Martin O. Sawyer

Elaine Batchelder

Judy A. Pinckard

Ann Wundt

Ronald S. Joseph

Angela Haughey

Donnie L. Harris

Barry Harris

Karen A. Smith

H. Powell
J.E. Powell

Louis Stevenson

Gerard J. Fowler

2-12-6866

B G Meekley

Agnes Moorhead

Nancy E. Moorhead

Janis Schuler

Janet K. Inglesby

Marian MacCloskey

Cynthia R. Luker

L G Luker

John A Fadel

Melanie Fadel

Janet Edwards

Thomas R. Cousins

Edward J. Lacko — Natalie Lacko

Larry L Davis

Ida A. Powell

Carolyn J. Manning

Margorie M. Barnes

Janet R. Shane

Earl C. Barnes

Frank K. Lachut.

Bill Cackley

Mary Patricia Brayberg Marcotte

Floyd E. Herdman

Martin E. Luker

~~Mrs.~~ Mrs. Martin Luker
(Carma)

2-12-6867

Mr. & Mrs. Joseph E. Fesher

Robert D. Humphreys

Gaythia Felbes

[illegible]

[illegible]

A. H. Green

Dorothy S. Green

[illegible]

[illegible]

Earl Ragsdale

Roy Rutland

[illegible]

[illegible]

W. R. Edwards

Mildred Edwards

By Julie Edwards

Joan H. Walker

Larry Davenport Rutland

L. A. Vondy Elizabeth C. Vondy

Oleta F. Nix Joseph R. Nix

Thomas E. Conner 2-12-6858

Janice L. Weekley

Joyce B. Fisher

James N. Fellers/Rhonda Fellers

Judith A. Davis

ATTEST:

Eleanor Poole
ELEANOR POOLE
ASSISTANT VICE PRESIDENT

CITY NATIONAL BANK OF AUSTIN, Trustee in Insurance Trust Agreement, dated January 24, 1975

By: W. C. Brown W. C. BROWN

Title: Sr V-P

(CORPORATE SEAL)

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared O. DEAN COUCH, JR., Individually and doing business as COUCH MORTGAGE COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the said was the act of the said O. DEAN COUCH, JR., Individually and doing business as COUCH MORTGAGE COMPANY, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the ____ day of _____, 1978.

_____
Notary Public in and for
County, Texas

ORIGINAL DIM

2-12-6869

J. Koster Louise E. Koster

Pete Harrell Emma D. Harrell

Earline P. Edwards

Mr. & Mrs. Joseph A. Nix

Kathleen L. Smith

Caroline C. Zeissler

Mr. & Mrs. Richard A. Weller

Lynn Frank & John Sheffield

Craig Douglas

Kathleen J. League

ATTEST:

Eleanor Poole
ELEANOR POOLE
ASSISTANT VICE PRESIDENT

CITY NATIONAL BANK OF AUSTIN, Trustee in Insurance Trust Agreement, dated January 24, 1975

By: W.C. Brown W.C. BROWN

Title: Sr-V.P

(CORPORATE SEAL)

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared O. DEAN COUCH, JR., Individually and doing business as COUCH MORTGAGE COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the said was the act of the said O. DEAN COUCH, JR., Individually and doing business as COUCH MORTGAGE COMPANY, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 26th day of September, 1979.

NOTARY SEAL

F. Norman Ankenman
Notary Public in and for
County, Texas
F. NORMAN ANKENMAN

THE STATE OF TEXAS I

COUNTY OF I

2-12-6870

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIAM DUANE DARLING, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the said was the act of the said WILLIAM DUANE DARLING, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 3 day of February, 1979.

NOTARY SEAL

Deborah K. McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Raymond Johnson Jane John, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4 day of March, 1979.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Harry & Samantha Wandry, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1 day of April, 1979.

NOTARY SEAL

Deborah K. McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared John Burgess, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of May, 1979.

NOTARY SEAL

Deborah K. McLean
Notary Public in and for
County, Texas

2-12-6871

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared William Darling, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5 day of February, 1978.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Ellen Wachsley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of May, 1978.

NOTARY SEAL

Deborah K. McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Harvey Mottaz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22 day of May, 1978.

NOTARY SEAL

Deborah K. McLean
Notary Public in and for
County, Texas

2-12-6872

THE STATE OF TEXAS |

COUNTY OF |

BEFORE ME, the undersigned authority, on this day personally appeared James L Muller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of February, 1978.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS |

COUNTY OF |

BEFORE ME, the undersigned authority, on this day personally appeared Janet Ingleby, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of May, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS |

COUNTY OF |

BEFORE ME, the undersigned authority, on this day personally appeared J.A. Juber, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of May, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6873

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Melanie Faddal Robertson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of March, 1978.
26 September

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Janet Edwards, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of May, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Florence Conner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of May, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6874

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Edward Lasko Natalie Lasko, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of May, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Larry Davis Judy Davis known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of May, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Ida Powell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of May, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6875

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Marjorie Bowes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of May, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Earl Shaver Janet Shaver known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of May, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Frank Jackut, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of June, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6876

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Rick Weller Caroline Weller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of July, 1979.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Bill Cosby, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of July, 1979.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Mary Patricia Marcott, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7 day of June, 1979.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6877

THE STATE OF TEXAS |

COUNTY OF |

BEFORE ME, the undersigned authority, on this day personally appeared Floyd E. Hendrix, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21 day of June, 1978.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS |

COUNTY OF |

BEFORE ME, the undersigned authority, on this day personally appeared Mr. & Mrs. Martin Luker, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6 day of June, 1978.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS |

COUNTY OF |

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Davis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of June, 1978.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

2-12-6878

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Elaine Davis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of June, 1979.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Roosevelt Seals, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9 day of June, 1979.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Diana R. Johnson Don Johnson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9 day of June, 1979.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6879

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared John H. & Rayann Dilly, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of June, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Sandra Dietz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of June, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Anna Poller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of June, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6880

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Jim Echols, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13 day of June, 1978.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Mr & Mrs. Norris Brown, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15 day of June, 1978.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Martin Zamzo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15 day of June, 1978.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

2-12-6831

THE STATE OF TEXAS |

COUNTY OF |

BEFORE ME, the undersigned authority, on this day personally appeared Diane Batchelder, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15 day of June, 1978.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS |

COUNTY OF |

BEFORE ME, the undersigned authority, on this day personally appeared Judy A Pinckard, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of June, 1978.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

2-12-6882

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Ann Mundt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of June, 1979.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Ronald J. Joseph, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17 day of June, 1979.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Herald Daughaty, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17 day of June, 1979.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6883

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Harry Hasse, Donnie Hasse known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of June, 1978.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Kate Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of June, 1978.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared L.E. Powell, Charlotte, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of June, 1978.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6884

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Louis Stevenson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of July, 1979.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Gerald Fowler, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7 day of July, 1979.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared DONNIE L. HARRIS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of SEPTEMBER, 1978.

F. Norman Ankenman
Notary Public in and for
County, Texas

NOTARY SEAL F. NORMAN ANKENMAN

2-12-6805

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Crawford, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of July, 1978.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Lynn Franks, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of July, 1978.

NOTARY SEAL

Deborah K. McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared John Sheffield, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of July, 1978.

Deborah K McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6886

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Mr. & Mrs. Joseph K. Nix, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of July, 1979.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Kathleen Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of July, 1979.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Mr. & Mrs. Richard A. Weller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of July, 1979.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6807

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared [illegible], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of July, 1978.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Pete Harrell Emma Harrell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9 day of July Sept. 27, 1978.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Earline P. Edwards, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9 day of July, 1978.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6888

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Crosy Douglas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of July, 1979.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Kathleen J. League, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of July, 1979.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Mr. & Mrs Joseph E. Fisher, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15 day of July, 1979.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6809

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Robert H. Humphreys, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of July, 1979.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Martha Fellers James Fellers, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of July Sept. 26, 1979.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared John Felts, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of July, 1979.

NOTARY SEAL

Deborah K. McLean
Notary Public in and for
County, Texas

2-12-6890

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Mr. & Mrs. Stephen Whymore, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of July, 1978.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared A. H. Green & Dorothy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of July, 1978.

NOTARY SEAL

Deborah K. McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared James Wood & Juanita, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of July, 1978.

NOTARY SEAL

Deborah K. McLean
Notary Public in and for
County, Texas

2-12-6891

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Scott Ragsdale, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22 day of July, 1976.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Roy Rutland III Gary Rutland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of July 25, 1976.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared John Erwin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of July, 1976.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6892

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Robert M. Campbell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of August, 1978.

Deborah K. McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD LASKO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of SEPTEMBER, 1978.

F. Norman Ankenman
Notary Public in and for
County, Texas
F. NORMAN ANKENMAN

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

2-12-6853

BEFORE ME, the undersigned authority, on this day personally appeared Larry D. Rutland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of September, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Ila Vonday Elizabeth Vondy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of September, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Tony Keeter, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of September, 1978.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I 2-12-6854

BEFORE ME, the undersigned authority, on this day personally appeared W. R. Edwards Mabel Edwards, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of September, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared William Priddy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of September, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Aspo Portland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of September, 1978.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I 2-12-6855

BEFORE ME, the undersigned authority, on this day personally appeared Judy Davis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of September, 1979.

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS NOTARY SEAL

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Thomas Conner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of September, 1979.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Janice Weekley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of September, 1979.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I 2-12-6856

BEFORE ME, the undersigned authority, on this day personally appeared Joyce B. Fisher, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of September, 1978.

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS NOTARY I SEAL

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared James D. Fisher, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of September, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Irene Simmons, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of September, 1978.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I 2-12-6897

BEFORE ME, the undersigned authority, on this day personally appeared Judy Joyce Brown, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of September, 1978.

Deborah McLean
Notary Public in and for
County, Texas

NOTARY SEAL

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Joan Walker, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of September, 1978.

NOTARY SEAL

Deborah McLean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1978.

_____
Notary Public in and for
County, Texas

2-12-6898

THE STATE OF TEXAS)

COUNTY OF)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W.C. Brown, Senior Vice President of and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City National Bank of Austin a national banking association, and that he executed the same as the act of such association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of October, 1979.

Carlene Brown
Notary Public in and for
County, Texas

NOTARY SEAL

MEMBERS OF BOARD OF MANAGERS OF
SUNCHASE CONDOMINIUM

W. H. Baker
John Morley
T. Forman Ankenman
Michael P. Couch
Jack W. Sanchez

NO SEAL

THE STATE OF TEXAS)

COUNTY OF)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W.H. BAKER, member of the Board of Managers for SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of SEPTEMBER, 1979.

T. Forman Ankenman
Notary Public in and for
County, Texas

NOTARY SEAL

2-12-6899

THE STATE OF TEXAS |

COUNTY OF |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHN MOSLEY, member of the Board of Managers for SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of SEPTEMBER, 1978.

NOTARY SEAL

F. Norman Ankenman
Notary Public in and for
County, Texas
F. NORMAN ANKENMAN

THE STATE OF TEXAS |

COUNTY OF |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MICHAEL COUCH, member of the Board of Managers for SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of SEPTEMBER, 1978.

NOTARY SEAL

F. Norman Ankenman
Notary Public in and for
County, Texas
F. NORMAN ANKENMAN

THE STATE OF TEXAS |

COUNTY OF |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JACK WRANISCHAR, member of the Board of Managers for SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of SEPTEMBER, 1978.

F. Norman Ankenman
Notary Public in and for
County, Texas

NOTARY SEAL F. NORMAN ANKENMAN

THE STATE OF TEXAS I

COUNTY OF I

2-12-6900

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared E. Norman Ankenman, member of the Board of Managers for SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that he executed the same as the act of such Board of Managers for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of September 27, 1978.

NOTARY SEAL

Deborah McKean
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I 2-12-6901

BEFORE ME, the undersigned authority, on this day personally appeared RAYMOND C. LOHMAN wife Janice, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of SEPTEMBER, 1978.

NOTARY SEAL

F. Norman Ankenman
Notary Public in and for
County, Texas
F. NORMAN ANKENMAN

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1978.

_____
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1978.

_____
Notary Public in and for
County, Texas

CERTIFICATE

2-12-6902

I, John Mosley, being the Secretary to the Board of Managers of SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, do hereby certify as follows:

That W.E. BAKER, John Mosley, NORMAN ANKENMAN, Michael Couch, and JACK WRANISCHAR are the present and initial Members of said Board having been appointed thereto by O. DEAN COUCH, JR., doing business as COUCH MORTGAGE COMPANY.

By: John Mosley
Secretary, Board of Managers
SUNCHASE CONDOMINIUM

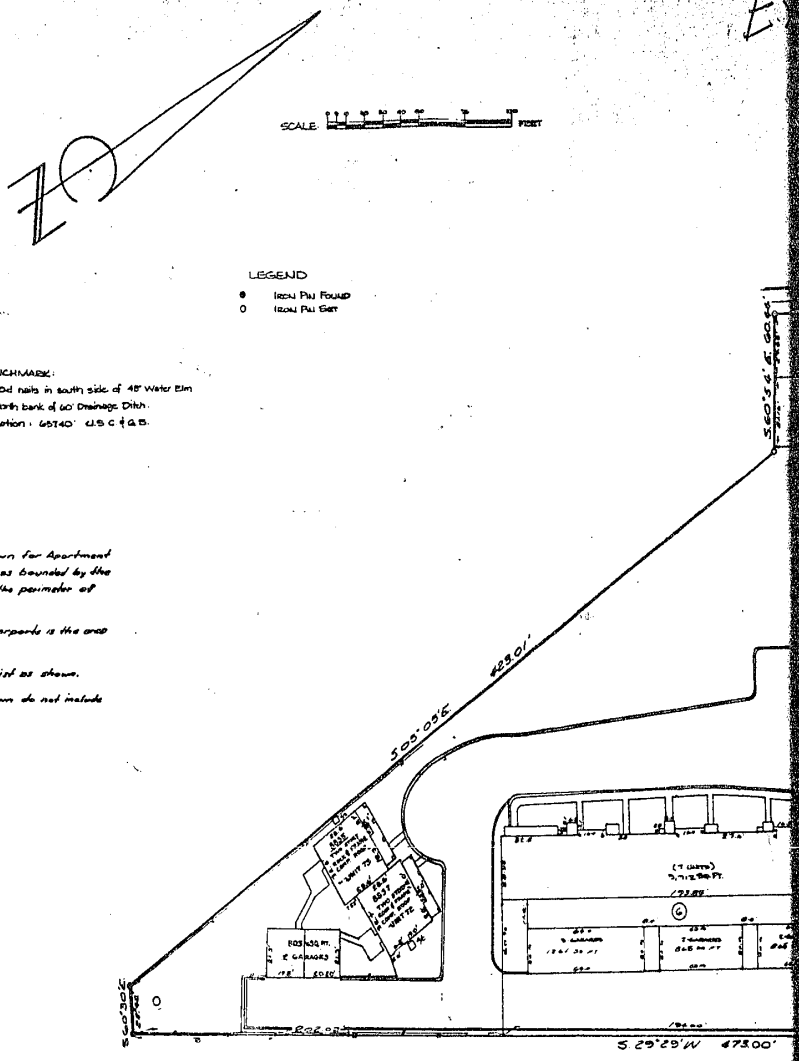
(NO SEAL)

SUBSCRIBED AND SWORN TO BEFORE ME on this 26th day of SEPTEMBER, 1978 by the said JOHN MOSLEY Secretary to the Board of Managers of SUNCHASE CONDOMINIUM formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be such person and officer.

F. Norman Ankenman
Notary Public in and for
County, Texas
F. NORMAN ANKENMAN

NOTARY SEAL

2-12-6903



LEGEND

- ● Iron Pin Found
- ○ Iron Pin Set

BENCHMARK:
2- 60d nails in south side of 48" Water Elm on North bank of 60' Drainage Ditch.
Elevation = 665.40' U.S.C.&G.S.

NOTES:

1. Square footage shown for Apartment Buildings are the areas bounded by the interior surfaces of the perimeter of Concrete slab areas.
2. Square footage for carports is the area under cover.
3. Utility easements exist as shown.
4. Carport areas shown do not include storage areas.

	1ST LEVEL				2ND LEVEL	
	FFE HIGH	FFE LOW	CEILING HIGH	CEILING LOW	FFE	CEILING
UNIT 72	668.98'	668.02'	678.77'	673.22'	670.91'	678.91'
UNIT 73	668.94'	668.11'	678.81'	673.24'	671.06'	679.06'

SCHEDULE B TO EXHIBIT B

SURVEY PLAT SHOWING LOCATION AND DIMENSIONS OF THE PROJECT TRACT, BEING ALL OF PROPOSED LOT 1-A OF COURTLANDT PLACE 3, OUT OF THE JOHN APPLEGATE SURVEY IN AUSTIN, TRAVIS COUNTY, TEXAS, AND THE LOCATION OF BUILDINGS, CARPORTS, GARAGES, AND OTHER IMPROVEMENTS THEREON.

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

STATE OF TEXAS
COUNTY OF TRAVIS
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY EASEMENTS OR ROADWAYS, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY EXCEPT AS SHOWN HEREON.

8 220

SURVEYED BY B. F. Priest DATE 11-17-77
B. F. Priest, Reg. Public Surveyor No. 828

Exhibit A

2-12-6904

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
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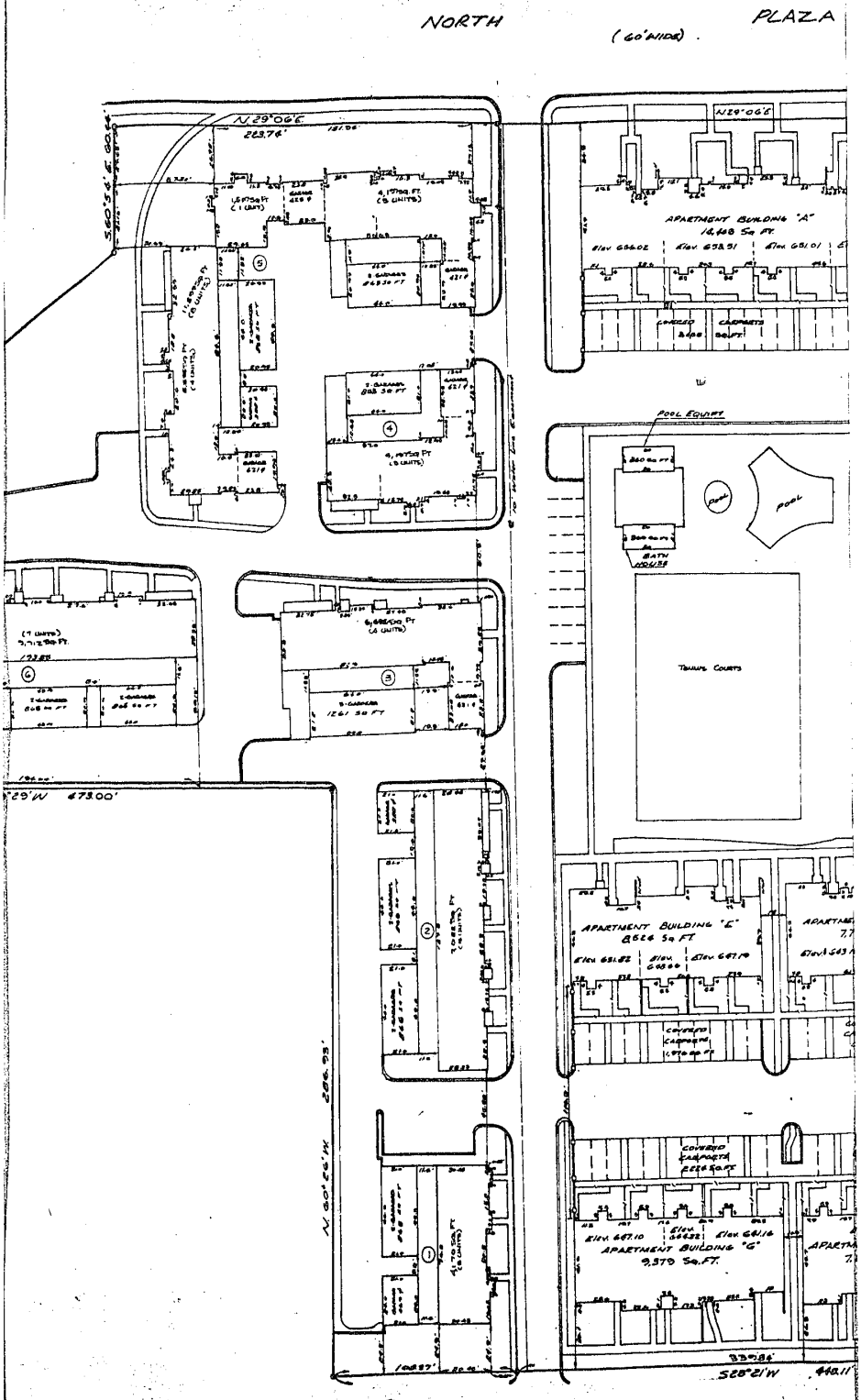
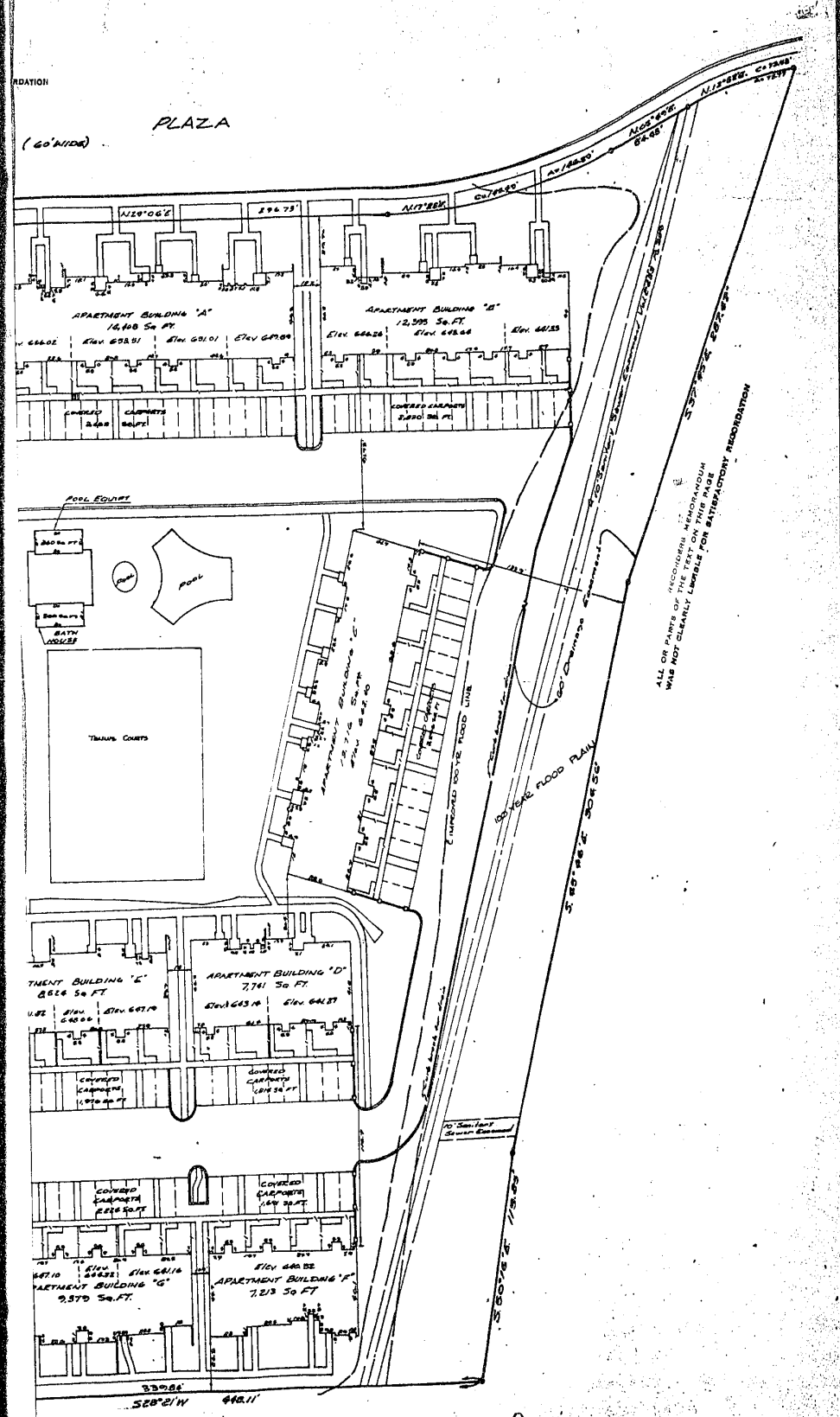
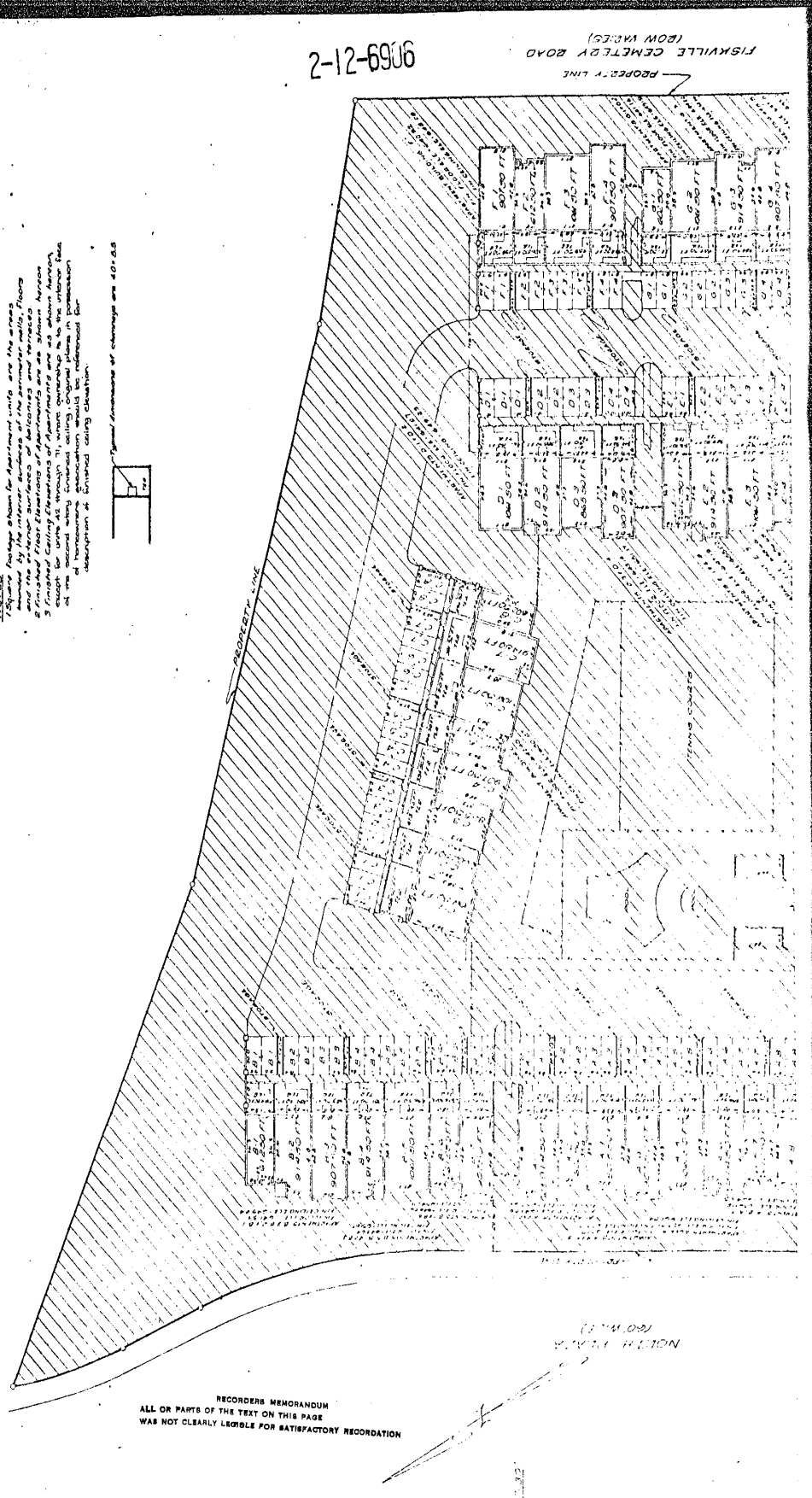


2-12-6905


RDATION
PLAZA
(60' WIDE)
N12°06'E
396.73'
N17°55'W
Ch=149.60'
Δ=148.50'
N10°40'W
64.48'
N13°55'E Ch=72.98'
Δ=72.99'
APARTMENT BUILDING "A"
16,408 Sq. FT.
Elev. 658.51
Elev. 661.01
Elev. 659.09
APARTMENT BUILDING "B"
12,395 Sq. FT.
Elev. 662.26
Elev. 658.66
Elev. 661.33
CARPORTS
8400 SQ. FT.
POOL EQUIPT
250 Sq. FT.
POOL
BATH HOUSE
TENNIS COURTS
APARTMENT BUILDING "C"
12,776 Sq. FT.
Elev. 645.40
CARPORTS
1,920 SQ. FT.
60' Drainage Easement
100 YEAR FLOOD LINE
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY REPRODUCTION
RECORDERS MEMORANDUM
S 37°15'E 282.69'
S 65°48'E 304.52'
S 80°16'E 119.85'
APARTMENT BUILDING "E"
8,624 Sq. FT.
Elev. 660.06
Elev. 657.10
APARTMENT BUILDING "D"
7,791 Sq. FT.
Elev. 663.10
Elev. 661.87
CARPORTS
1,920 SQ. FT.
CARPORTS
1,616 SQ. FT.
CARPORTS
2,256 SQ. FT.
CARPORTS
1,464 SQ. FT.
Elev. 657.10
Elev. 655.32
Elev. 661.16
APARTMENT BUILDING "G"
9,379 Sq. FT.
Elev. 662.32
APARTMENT BUILDING "F"
7,213 SQ. FT.
70' Sanitary Sewer Easement
330.86'
S28°21'W
448.11'
FISKVILLE CEMETERY ROAD
(ROW VARIES)

2-12-6906



RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
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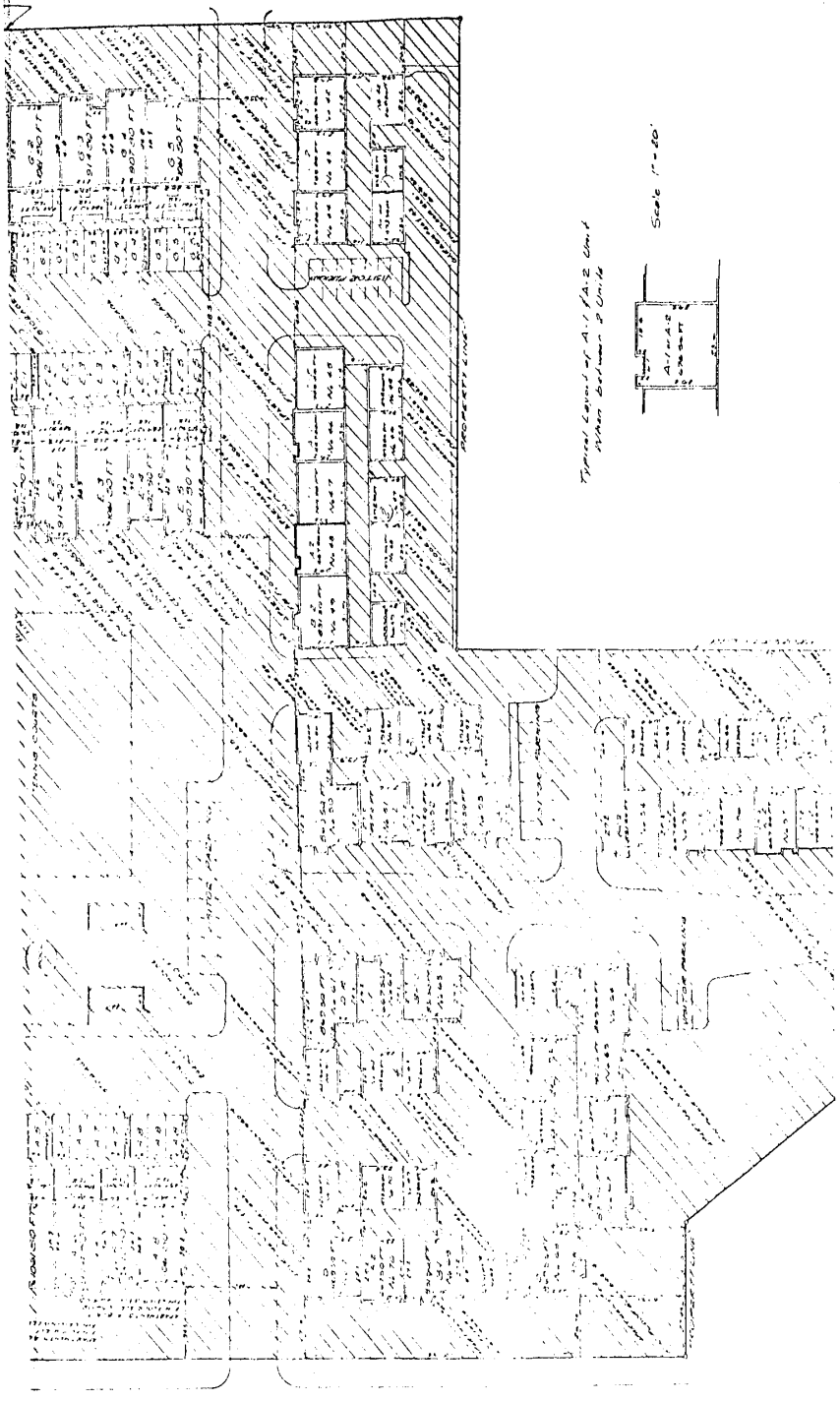
8 223

EXHIBIT B

2-12-6907



RECORDER'S MEMORANDUM
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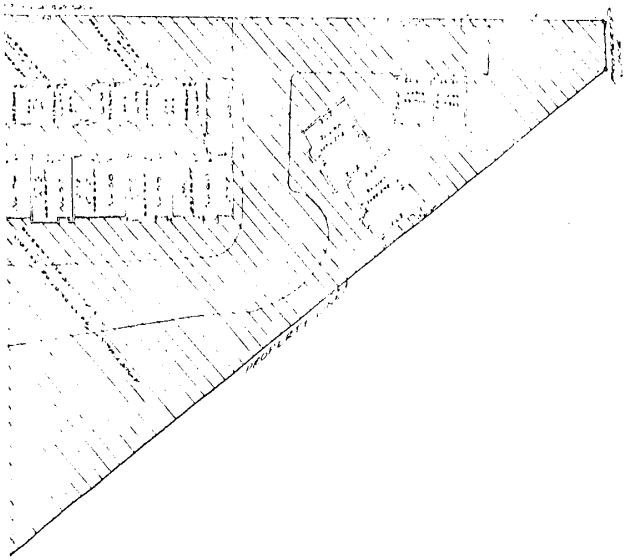
2-12-6908

SURVEY PLAT OF THE
FIRST FLOOR OF BUILDINGS
ON REQUEST TO EXHIBIT BC
SURVEY PLAT SHOWING LOCATION, COURSE
FOOTAGE AND DIMENSIONS OF FIRST
FLOOR OF EACH INDIVIDUAL APARTMENT



RECORDER'S MEMORANDUM
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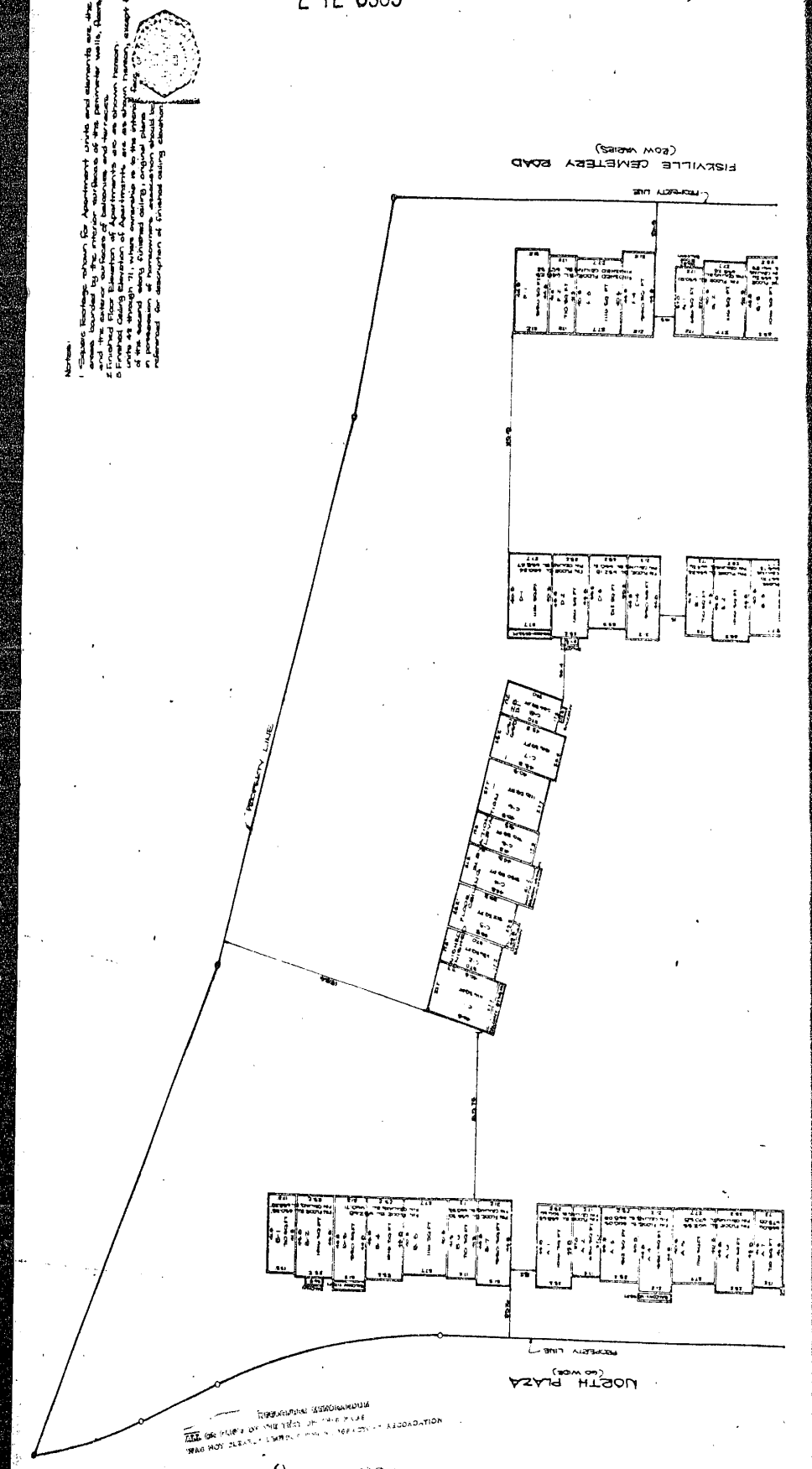
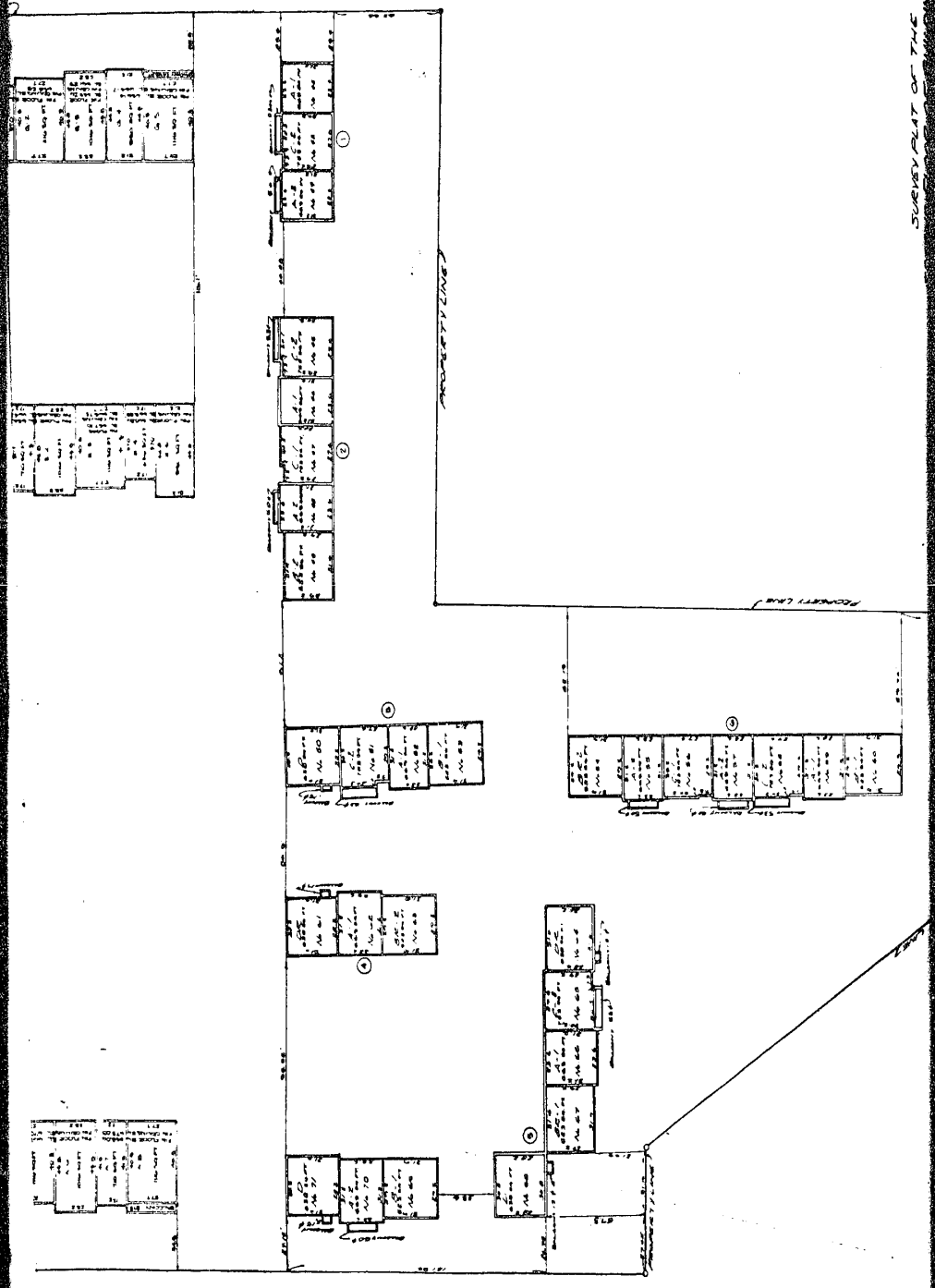
2-12-6909



8 226

2-12-6910

EXHIBIT C



RECORDING MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
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8 227

2-12-6911

SURVEY PLAT OF THE SECOND FLOOR OF BUILDINGS SCHEDULE C TO EXHIBIT B-1

SURVEY PLAT SHOWING LOCATION, SQUARE FOOTAGE, AND DIMENSIONS OF SECOND FLOOR OF EACH INDIVIDUAL APARTMENT

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

OCT 2 1979

Doris Shepherd
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

OCT 2 5 08 PM '79

Doris Shepherd

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

8 228

9cc

AMENDMENT TO COURTLANDT PLACE CONDOMINIUM DECLARATION

STATE OF TEXAS FEB -9-83 430 * 9.00
FEB -9-83 431 * 4.00
COUNTY OF TRAVIS : KNOW ALL BY THESE PRESENTS:

3-09-5920

The homeowners of Sunchase Condominiums have agreed to amend and do hereby amend the following provisions of the Courtlandt Place Condominium Declaration, recording in Volume 4, Page 179, of the Condominium Records of Travis County, Texas.

I.

Article 5 of the Courtlandt Place Condominium Declaration is hereby amended in its entirety to read as follows:

5.10 GRANTEE AND GRANTOR JOINTLY AND SEVERALLY LIABLE: The grantee of the Condominium shall be jointly and severally liable with his grantor for all delinquent Assessments against and Co-Owner Charges relating to such Condominium remaining unpaid as of the date of the grant or conveyance only in the event that grantee expressly assumes such liability; provided, however, that such assumption by grantee may be made without prejudice to the grantee's right to recover from the grantor any such delinquent amounts paid by the grantee. Upon payment of a reasonable fee not to exceed Ten Dollars ($10.00), and upon written request, any such prospective grantee shall be entitled to a Certificate from the Administrator or the Board. The provisions of this section shall not apply to any grantee of Declarant.

II.

Article 10 of the Courtlandt Place Condominium Declaration is hereby amended in its entirety to read as follows:

10.6 APPOINTMENT OF ATTORNEY-IN-FACT: Each Co-Owner, by ownership of the Condominium, shall be deemed to appoint the Board as his true and lawful attorney-in-fact to act by its President and Secretary in connection with all matters concerning the maintenance of any Master Policy, subject only to the provisions of the Condominium Document, including the Insurance Trust Agreement attached thereto as Exhibit "D". The Board as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to adjust claims and to execute releases of liability and to execute all documents and to do allx things on behalf of such Co-Owner and the Project as shall be necessary or convenient to the accomplishment of the foregoing; provided, however, that the Board shall not have power to receive or disburse insurance proceeds, condemnation awards, or related assessments in excess of $50,000 for a single loss. Any insurer may deal exclusively with the Board in regard to all matters relating to insurance, except with respect to such insurance proceeds or losses

CONDOMINIUM RECORDS
TRAVIS COUNTY TEXAS

3-09-5921

exceeding $50,000, which shall be received and disbursed according to the terms of the Insurance Trust Agreement attached hereto as Exhibit "D". The Board shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Co-Owner for occurences within a Unit not caused by or connected with the Board's operation, maintenance or use of the Project.

IN WITNESS WHEREOF, the Board of Managers have duly executed these amendments to the Courtlandt Place Condominium Declaration this the 25th day of January, 1983.

NO SEAL

Carrie H. Pyhrr
Name: Carrie H. Pyhrr
Office: President

Scott Ragsdale
Name: Scott Ragsdale
Office: Treasurer

Patti Phillips
Name: Patti Phillips
Office: Secretary

John Gully
Name: John Gully
Office: Vice President

STATE OF TEXAS :

COUNTY OF TRAVIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Carrie H. Pyhrr, member of the Board of Managers for SUNCHASE CONDOMINIUM, formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that it was executed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of January, 1983.

NOTARY SEAL

Nan Kirkpatrick
Notary Public in and for the State of Texas

My commission expires:
6-2-86

Nan Kirkpatrick
(Name - Typed or Printed)

STATE OF TEXAS :
COUNTY OF TRAVIS :

3-09-5922

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John H. Gully member of the Board of Managers for SUNCHASE CONDOMINIUM, formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that it was executed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of January, 1983.

NOTARY SEAL

Maxine G. Kizzo
Notary Public in and for the
State of Texas

My commission expires:

11-30-84

Maxine G. Kizzo
(Name - Typed or Printed)

STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Pattie Phillips member of the Board of Managers for SUNCHASE CONDOMINIUM, formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that it was executed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of January, 1983.

NOTARY SEAL

Nan Kirkpatrick
Notary Public in and for the
State of Texas

My commission expires:

6-2-86

Nan Kirkpatrick

STATE OF TEXAS :
COUNTY OF TRAVIS :

3-09-5923

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Scott Ragsdale, member of the Board of Managers for SUNCHASE CONDOMINIUM, formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that it was executed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of February, 1983.

NOTARY SEAL

Clover Erickson
Notary Public in and for the
State of Texas

My commission expires:
8/31/84

CLOVER ERICKSON
(Name - Typed or Printed)

STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Scott Ragsdale, member of the Board of Managers for SUNCHASE CONDOMINIUM, formerly known as COURTLANDT PLACE CONDOMINIUM, known to me to be the person and Member whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Managers, and that it was executed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1983.

My commission expires:

_____
Notary Public in and for the
State of Texas

_____

_____
(Name - Typed or Printed)

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this Instrument was FILED on the state and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as stamp hereon by me, on

FEB 9 1983

Doris Hargrove
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
1983 FEB -9 PM 3:28
Doris Hargrove
COUNTY CLERK
TRAVIS COUNTY, TEXAS

25.00

BY-LAWS
of the
SUNCHASE HOMEOWNERS ASSOCIATION

0 4 06 7662

25.00 COND
1 05/15/86

I. NAME

There is hereby created an unincorporated association to be known as the SUNCHASE HOMEOWNERS ASSOCIATION (SHOA). These By-Laws are to supersede all previous By-Laws and/or rules for Sunchase Homeowners.

II. MEMBERSHIP

A. Each owner of a condominium unit in this condominium project and regime shall automatically be a member of SHOA, and shall remain a member thereof until such time as such ownership ceases. Upon transfer of ownership of any condominium unit, however accomplished, the new owner acquiring or succeeding to such ownership interest shall likewise automatically become a member of SHOA.

B. SHOA shall be the governing and administrative body for all unit owners for the protection, preservation, upkeep, maintenance, repair and/or replacement of the Common Elements and the Government, operation, and administration of this condominium regime. Each owner is entitled to one vote (per unit owned) in the affairs of SHOA.

C. The members of SHOA, by virtue of ownership of a condominium unit in this condominium unit in this condominium regime, agree to abide by and uphold these By-Laws and other regulations governing the project.

III. SHOA MEETINGS

A. General Meetings

There shall be at least two (2) general meetings of SHOA each calendar year. Each May there shall be a meeting for the purpose of introducing new as well as existing owners, introducing Board of Managers and reviewing current SHOA business. Each December there shall be a meeting for the nomination of candidates for office in accordance with ART IV Sec. C of these By-Laws. During this meeting candidates will be given an opportunity to meet and address the membership. Election of a new Board of Managers for SHOA and the installation there of shall also be accomplished during the December meeting. Notice of these meetings shall be promulgated at least ten (10) days prior to each meeting. Additionally, approval of the following years budget shall be voted upon during this meeting.

B. Special Meetings

Special meetings of SHOA may be called by the Board President or by request of at least two (2) board members or by a petition of twenty-five (25%) of the eligible members of SHOA. Notice of Special Meetings shall be in writing and either mailed to each SHOA member or posted in the mailroom at least three (3) days prior to said meeting. No action on any business other than that stated in said notice shall be conducted at any special meeting unless a majority of eligible owners consent to such business either in person or by proxy.

C. Quorum

A quorum of unit owners for any meeting of SHOA shall be constituted by unit owners present, or by proxy, representing 37 of the 73 existing units.

D. Order of Business

The order of business at all meetings of SHOA shall be determined by the President or presiding officer at each meeting and shall follow a written agenda.

IV. BOARD OF MANAGERS

A. The affairs of SHOA shall be managed by an executive board consisting of not less than five (5) nor more than seven (7) members. The officers shall be a President, Vice President, Treasurer and Secretary. The board shall be elected from the SHOA membership in accordance with ART IV, Sec D of these By-Laws and shall serve without pay or compensation for such term as specified in these By-Laws.

B. Term of Office

The Board of Managers shall serve one (1) calendar year in office (January 1 - December 31) from the time of election by the members of SHOA.

C. Elections

Elections shall be held not later than the second week of December of each year. A nominating committee shall be created by the Board no later than November 1. At the general meeting of SHOA in December the nominating committee shall present its nominations for future officers and additional nominations may be made from the floor. Elections for the new Board of Managers of SHOA shall be made by a majority of the members present plus proxies from absentee members. All proxy votes shall count toward the majority unless specified by voting members submitting his/her proxy. The board shall cause the results of the election to be published in the next following SHOA newsletter.

D. Resignation and Removal

Any member of the board may resign voluntarily at any time by providing the board with written notice of intent to resign, acted upon at a duly convened board meeting. Since only members of SHOA are eligible to be board members it follows that if a board member ceases to be a unit owner in the Sunchase Condominium Project, he or she automatically becomes a non-board member. A member may be removed from the board for good and sufficient cause at a special SHOA meeting called for that purpose and upon a majority vote of the members. Said board member shall have the right to appeal at this special SHOA meeting. A successor must be appointed by the board then and there to serve out the unexpired term. A board vacancy caused by any event other than by an action of SHOA shall be filled for the unexpired term by the candidate receiving the majority vote of the remaining board members. If two (2) or more vacancies occur simultaneously, a special meeting of SHOA shall be called to select and vote for candidates to fill the unexpired terms.

E. Meetings

All regular monthly meetings of the board shall be open to any member of SHOA. Items of business on the agenda shall be taken care of first. If time permits other concerns from SHOA members shall be discussed. Chairpersons of standing committees are encouraged to attend board meetings in an ex-officio capacity. Regular meetings of the board shall be held monthly at a location designated by the President. As far as possible, pending board meetings shall be announced in each monthly newsletter. Special meetings of the board may be called by the President to the board members stating the time, place, date and purpose of the meeting. A quorum shall consist of a majority of board members for any board meeting and a majority vote of the board members present shall determine the results of board business transactions.

F. Duties - General

The board shall manage and administer the affairs of SHOA and shall have all duties, rights, powers and authority given to it by the condominium Act of the State of Texas, The Declaration of the Sunchase Condominium Project, and these By-Laws. In addition, board members shall:

(1) Administer the affairs of SHOA and the common elements and common interest of the project and unit owners.

(2) Keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the project property and buildings and its administration and specifying the maintenance and repair expenses of the common elements. Books, vouchers and other records regarding these transactions shall be available for examination by unit owners at convenient hours of the Treasurer of the Board of Managers. All books and records shall be kept in accordance with good accounting procedures and shall be audited at least once a year.

(3) Formulate and enforce policies rules and regulations as needed to govern the use, a management, preservation and operation of the common elements without depriving any unit owner of the rights and privileges given to unit owners by the declaration.

(4) Plan and adopt an annual budget to cover the estimated operations involved in the maintenance, repair, upkeep, protection, insurance, replacement, management and administration of the common elements as well as for the common insurance and to set the level of, and method of collection from the unit not financed through Couch Mortgage the monthly pro-rata share of the estimated common expenses.

(5) Provide for the designation, hiring and removal of employees or other personnel; Engage or contract for the services of others and in general make purchases of labor, materials and/or services required for the repair, upkeep, maintenance, replacement, protection, insurance, management or administration of the common elements and other common interests (to include legal litigation) and perform such other acts not expressly specified by these By-Laws, for the orderly and efficient management and administration of this condominium regime.

(6) Approve all expenditures in excess of $500.00.

(7) Attend a minimum of 50% of all regular meetings.

V. DUTIES - OFFICERS

A. President

The President shall be the presiding officer at all meetings of SHOA and of the board. He shall:

1. Issue the call for all regular and special meetings of the board in accordance with the provisions of Article III of these By-Laws.

2. Appoint standing and Ad Hoc committees.

3. Work closely with the Treasurer and insure that deposits and disbursements are made in a timely manner.

4. Insure that the requirements set out in the condominium Act of Texas, the Sunchase Project Declaration and these By-Laws are complied with and that the board and all committees of SHOA perform their duties with reasonable competence.

5. If for any reason the President is unable to perform his/her duties the Vice-President of the board shall perform those duties, having the same authority as the President.

B. Vice President

1. Work closely with the President and act in his absence.

2. Provide each new homeowner with a copy of the By-Laws and indoctrinate said homeowners in the rules and regulations ingoverning SHOA.

C. Treasurer

1. Deposit monies promptly.

2. Maintain all SHOA bank accounts.

3. Sign all checks and vouchers. Expenditures of $500.00 up must be approved by the board.

4. Provide the board with a financial report at each board meeting.

5. Prepare and submit for approval an annual budget.

6. Work closely with members of the Audit committee to insure that the annual audit is conducted in a timely manner.

D. Secretary

1. Take and maintain detailed minutes of all general, regular and special meetings of SHOA and of the board.

2. At the direction of the board, assist in the preparation of correspondence pertinent to the business of SHOA and shall maintain permanent files of all minutes, financial reports, committee reports, correspondence and other records pertaining to SHOA.

3. Prepare the SHOA newsletter using all available information and resources at his/her disposal.

VI. COMMITTEES

The following committees shall be in effect for the purpose of maintaining and preserving the beauty of Sunchase.

- Maintenance/Architectual
- Pool/Tennis Court
- Arbitration/Grievance
- Audit
- Insurance

A. The Maintenance/Architectual Committee

Monitor all SHOA equipment, building exteriors and common areas; Notify the board of any needed repairs of replacement of equipment and/or shrubbery; work with the board in negotiating the maintenance contract; Monitor the performance of any outside contractors, reporting the results of their observations to the board on a regular basis; Receive requests for modifications or additions to buildings or changes in the usage of the common areas; investigate violations of building or ground rules and report results to the board.

B. The Pool/Tennis Court Committee

Monitor both the pool and tennis court areas; Advise the board of the possible need for repairs or improvements; publish and keep updated, the rules for the use of the facilities; Insure that the general membership is aware of, and abides by, said rules; work closely with the board in negotiating the pool care contract and the purchase of pool and tennis court supplies.

C. The Arbitration Committee

Arbitrate any grievances between members of SHOA through the most expeditious means, after giving both sides a hearing; insure that complainor and complainee agree beforehand to abide by this decision of the committee; Report any unresolved disputes to the board for further consideration or legal action if required.

D. The Audit Committee

Work closely with the Treasurer and the board in preparing the annual Audit for members of SHOA; Monitor the fiscal statements for accuracy and completeness.

E. The Insurance Committee

Assist the board in negotiating for insurance coverage as required by the condominium Act and the Declaration and such other coverage as may be directed by SHOA; Review the sufficiency of coverage annually and recommend changes in coverage as required; Assist members of SHOA as to current coverages of the master policy and aide any owner having insurance claims resulting from those areas of their unit covered by said master policy. Obtain a minimum of three bids before any action. All bids shall be considered by the board.

VII. BUDGET AND ASSESSMENTS

A. Budget

The board shall direct the Treasurer to prepare or cause to be prepared an estimated annual budget for each fiscal year of SHOA Dec-Nov. Such budget shall take into account the estimated common expenses and assessments and cash requirements for the year, including, but not limited to supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, management fees and other common expenses. Said budget shall also include and provide for a specifically established contingency reserve, and a reserve for long term maintenance of the common elements. Any surplus or deficit in regard to previous budgets shall also be considered. Copies of said budget shall be furnished to each unit owner upon request. A copy of said budget shall also appear in the newsletter. The annual budget as estimated by the board shall be submitted to the membership for approval at the December general meeting of SHOA, and upon approval shall serve as the basis for the regular monthly assessment against the unit owners. If said budget is subsequently altered, changed or modified, at a special meeting of SHOA called for the purpose, then the budget so altered, changed or modified shall be the basis for the regular monthly assessments. In the event the board shall not approve an estimated budget for any year the SHOA may approve and adopt such budget at any special meeting called for such purpose; in any event, until such time as the Board or SHOA adopt a new budget for a new fiscal year, each unit owner shall continue to pay each month, the amount of the monthly assessment as last determined.

B. Assessments

Monthly assessments (maintenance/insurance fees) shall be based on the 1985 assessment schedule per individual unit except for an additional assessment of $13.33 per month per unit and an absentee owners fee of $50.00 per month per unit for insurance and long range maintenance. These assessments are a built in and intricate part of each homeowners monthly payment to Couch Mortgage Company of Houston, Texas. Proportionate shares for each unit owner shall be in the ratio and proportion as his/her interest in the common elements. Owners who have their units financed from any source other than Couch Mortgage Company shall be billed quarterly by the Treasurer of the Board of Managers for all maintenance fees applicable to their respective unit. In the event of default, SHOA shall seek payment, plus costs, by bringing suit in small claims court for the amount of the assessments due, or the attachment of liens against said unit/owner. The board or other person authorized to collect quarterly assessments shall receive, hold and disburse the same as Trustee, for the use and benefit of each unit owner, and shall use, expend and disburse the same for the purpose authorized in these By-Laws. All assessments so collected shall be deposited in and constitute the Maintenance Fund of this Condominium regime. These fees are due 25 days after the billing period date. A delinquent Fee of 10% of the quarterly assessment will automatically go into effect if said payments are not received by the end of this 25 day period. A list of those delinquent Unit Owners will be published quarterly.

C. Supplemental Budget

In the event it shall appear to the Board that the estimated budget for any fiscal year shall be inadequate to cover the estimated expenses in respect to the common elements, or other expenses lawfully agreed upon in accordance with the provisions of these By-Laws, then the Board shall prepare or cause to be prepared a supplemental estimated budget to cover the apparent deficiency for the remainder of the fiscal year and shall call a special meeting of SHOA at which time the supplemental estimated budget will be presented for SHOA approval and each owner shall be assessed, and will pay, his or her prorata part and share of the approved budget in the same ratio which his/her percentage of ownership interest bears in the common elements.

D. Capital Expenditures

Members of SHOA shall recommend via the annual budget any new capital expenditures on any part of the common elements. The Board shall approve all emergency repairs, maintenance or replacement of existing improvements damaged, destroyed or no longer serviceable.

VIII. RULES

The Condominium Declaration filed with the City of Austin incorporates certain restrictions applicable to, and binding on, every home owner in Sunchase. These rules are included here and incorporated into the By-Laws.

A. Infractions of the following rules governing SHOA shall be subject to additional assessments or fines as prescribed by the Board of Managers of SHOA. Failure to pay said fine for violations of SHOA rules automatically subjects unit owner to have liens placed against his/her property. Notice of any violation of SHOA rules shall be given in writing to said violator by members of the SHOA Board of Managers. Any unit owner assessed a penalty for violation of SHOA rules shall have the right to appeal at the next meeting of the Board of Managers following said violation. No fine shall exceed one months maintenance fee.

B. Homeowners who elect to lease/rent shall be responsible for the conduct of their leasors/renters. Lease/rental agreements shall be for a period of not less than one-year beginning January 1, 1986. Leasors/rentors must comply with the following rules.

C. No homeowner may change the outside appearance of his/her building or make any outside structural addition or modification to his/her unit without written approval of the Maintenance, Architectural committee and the Board of Managers of SHOA.

D. No unit shall be partitioned or otherwise altered into more than one unit.

E. The Board shall be notified in writing of any intention to sell or otherwise change the usage of a homeowners unit. Such notice shall be made at least fifteen (15) days prior to the placing of the property on the market.

F. The speed limit within the confines of the complex shall not exceed fifteen (15) miles per hour. Action will be taken by the Board against persistent violators, to include implacement of speed bumps if necessary.

G. Trash, garbage, or other refuse must be placed inside the enclosed garbage racks for all units North of North Plaza Court Drive. Units South of North Plaza Court Drive must not display garbage cans/containers, garbage racks, etc. on any day other than regular trash pick-up days (Wednesdays/ Saturdays).

H. No unlawful, immoral, noisy or otherwise offensive conduct shall be permitted within the complex, nor shall anything be done therein or thereon which shall constitute a nuisance or cause unreasonable noise or disturbance to others.

I. No animals, other than usual small household pets may be kept in or about the project. No more than three (3) such pets may be kept in any one unit. Pets are required to be on a leash at all times when allowed outside. Loose pets may be picked up by the Humane Society of Austin upon notification by a member of SHOA.

J. Pet owners are required to remove all solid waste matter deposited by their pets in any of the common areas of Sunchase. Under no circumstances is a pet to be allowed to foul another neighbors lawn or immediate vicinity.

K. No T.V. or Radio antennas shall be installed on top of existing units. The Board as well as the Maintenance/Architectural Committee has jurisdiction in this matter.

L. Clothes lines may not be strung in visible areas or within common elements.

M. Boats, planes, trailers, campers, or motor homes may not be parked in common areas. Persistent violators will be notified by the Board to move said traffic hazard or be subject to having said hazard towed away.

N. Noisy or unmuffled vehicles may not be operated in the confines of Sunchase.

O. Vehicles are to be parked in their respective carports, garages or designated area and may not be parked in "No Parking" areas. Violators are subject to having the vehicle towed away, after receiving one (1) warning. Towing will be accomplished by a licensed, bonded, towing service, by agreement with the Board of Managers. Residents are responsible for their guests.

P. Fire-arms or fireworks may not be discharged inside the Sunchase complex.

Q. Carports shall be maintained by the resident in a neat, uncluttered condition.

R. Rules regarding the use and care of the swimming pool, tennis courts and surrounding grounds are posted at the entrance of these respective facilitites. Homeowners as well as their guests shall be subject to these rules and regulations. Action will be taken by the Board for persistent violators. Such action may include barring said violators from using these facilities. Additionally, children under the age of 14 may be denied use of these facilities unless accompanied by an adult.

S. The pool and clubhouse area must be scheduled seven (7) days in advance, in writing to any Board member, by SHOA members for groups over 15 in number. Scheduling does not imply exclusive use, only that no other parties may be scheduled at the same time. Parties may not exceed 50 people without Board Approval. A deposit of $150.00 shall be made to the Board to cover cleaning facilities and potential damage costs after use by the reservee. This deposit will be refunded provided the facilities are clean and have not been damaged as determined by the inspection of a Board member on the following day. The Board shall determine any time limit.

IV. INSURANCE

All members of the Sunchase Homeowners Association shall participate in and be covered by a blanket insurance policy for the common elements negotiated for by the Board and covered by each individuals mortgage payment. Outright ownership does not negate this requirement.

X. REMEDIES

In the event of default or violation by any unit owner of the provisions of the Condominium Act, By-Laws, or Rules and/or Regulations of SHOA, the Board or their representatives shall have all the rights and remedies which may be provided by the Act, or these By-Laws, or which may be available at law or in equity and may prosecute any action or other proceeding against any of the said unit owners for enforcement of any lien or to force compliance with the matter in respect to which the default or violation has been made. The Board may seek injuctive relief or other means for the collection of any sums or debts or damages in default or arising from any default. All expenses incurred in connection with any of the above actions or proceedings shall be part of the common expenses of SHOA and collectible (prorate) from each unit owner in addition to the regular required fees.

XI. EFFECT

These By-Laws are binding on all residents of Sunchase. Absentee owners are directly responsible for the conduct of their tenants. If legal action is required, due to violations by a tenant, the owner shall also be enjoined in such action.

XII. AMENDMENTS

These By-Laws may be altered or amended at a general or special meeting of the SHOA, at least ten (10) days after the proposed alteration or amendment has been circulated among the membership in written form. A majority vote, including proxies, of the eligible members shall be required to alter or amend these By-Laws.

XIII. SEVERABILITY

If any article, paragraph, sentence, clause or phrase of these By-Laws or the application thereof in any circumstance shall be held legally invalid or unenforceable, the validity or enforceability of the remainder of these By-Laws or the application of any such article, paragraph, sentence, clause or phrase in any circumstance shall not be affected thereby.

EXECUTED AND ADOPTED THIS THE 7th DAY OF Dec. 1983.

SUNCHASE HOMEOWNERS ASSOCIATION

by Floyd Hendrix

Floyd Hendrix
President of the Board
SHOA, 1983

SECTIONS VII(b). and VIII(b). were unanimously adopted by members of Sunchase Homeowners Association at the December, 1985 General Meeting.

EXECUTED AND ADOPTED THIS THE 15th DAY OF MAY 1986

SUNCHASE HOMEOWNERS ASSOCIATION

by Anna Louise Pollei

Ms. Anna Louise "Weeze" Pollei
President of the Board
SHOA, 1986

This instrument was acknowledged before me by ANNA LOUISE "WEEZE" Pollei on the 15 day of May 1986.

NOTARY SEAL

CATHY ESPARZA
Notary Public State of Texas
My Commission Expires 6-2-89

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FILED
1986 MAY 15 PM 12:32
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Ret.
Anna Louise Lalbi
8711 North Plaza Court
Austin 78753

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas on

MAY 15 1986

COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT OF THIS INSTRUMENT WAS
NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

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BY-LAWS

OF

THE

SUNCHASE HOMEOWNERS ASSOCIATION

DECEMBER 1988

REAL PROPERTY RECORDS
TRAVIS [illegible] TEXAS

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25.00

BY-LAWS
of the
SUNCHASE HOMEOWNERS ASSOCIATION

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I. NAME

There is hereby created an unincorporated association to be known as the SUNCHASE HOMEOWNERS ASSOCIATION (SHOA). These By-Laws are to supersede all previous By-Laws and/or rules for Sunchase Homeowners.

II. MEMBERSHIP

A. Each owner of a condominium unit in this condominium project and regime shall automatically be a member of SHOA, and shall remain a member thereof until such time as such ownership ceases. Upon transfer of ownership of any condominium unit, however accomplished, the new owner acquiring or succeeding to such ownership interest shall likewise automatically become a member of SHOA.

B. SHOA shall be the governing and administrative body for all unit owners for the protection, preservation, upkeep, maintenance, repair and/or replacement of the Common Elements and the Government, operation, and administration of this condominium regime. Each owner is entitled to one vote (per unit owned) in the affairs of SHOA.

C. The members of SHOA, by virtue of ownership of a condominium unit in this condominium unit in this condominium regime, agree to abide by and uphold these By-Laws and other regulations governing the project.

III. SHOA MEETINGS

A. General Meetings

There shall be at least two (2) general meetings of SHOA each calendar year. Each May there shall be a meeting for the purpose of introducing new as well as existing owners, introducing Board of Managers and reviewing current SHOA business. Each December there shall be a meeting for the nomination of candidates for office in accordance with ART IV Sec. C of these By-Laws. During this meeting candidates will be given an opportunity to meet and address the membership. Election of a new Board of Managers for SHOA and the installation there of shall also be accomplished during the December meeting. Notice of these meetings shall be promulgated at least ten (10) days prior to each meeting. Additionally, approval of the following years budget shall be voted upon during this meeting.

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B. Special Meetings

Special meetings of SHOA may be called by the Board President or by request of at least two (2) board members or by a petition of twenty-five (25%) of the eligible members of SHOA. Notice of Special Meetings shall be in writing and either mailed to each SHOA member or posted in the mailroom at least three (3) days prior to said meeting. No action on any business other than that stated in said notice shall be conducted at any special meeting unless a majority of eligible owners consent to such business either in person or by proxy.

C. Quorum

A quorum of unit owners for any meeting of SHOA shall be constituted by unit owners present, or by proxy, representing 37 of the 73 existing units.

D. Order of Business

The order of business at all meetings of SHOA shall be determined by the President or presiding officer at each meeting and shall follow a written agenda.

IV. BOARD OF MANAGERS

A. The affairs of SHOA shall be managed by an executive board consisting of not less than five (5) nor more than seven (7) members. The officers shall be a President, Vice President, Treasurer and Secretary. The board shall be elected from the SHOA membership in accordance with ART IV, Sec D of these By-Laws and shall serve without pay or compensation for such term as specified in these By-Laws.

B. Term of Office

The Board of Managers shall serve one (1) calendar year in office (January 1 - December 31) from the time of election by the members of SHOA.

C. Elections

Elections shall be held not later than the second week of December of each year. A nominating committee shall be created by the Board no later than November 1. At the general meeting of SHOA in December the nominating committee shall present its nominations for future officers and additional nominations may be made from the floor. Elections for the new Board of Managers of SHOA shall be made by a majority of the members present plus proxies from absentee members. All proxy votes shall count toward the majority unless specified by voting members submitting his/her proxy. The board shall cause the results of the election to be published in the next following SHOA newsletter. Nominees and SHOA Board members must be members of SHOA in good standing, ie: not delinquent in homeowner fees and/or special assessments.

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D. Resignation and Removal

Any member of the board may resign voluntarily at any time by providing the board with written notice of intent to resign, acted upon at a duly convened board meeting. Since only members of SHOA are eligible to be board members it follows that if a board member ceases to be a unit owner in the Sunchase Condominium Project, he or she automatically becomes a non-board member. A member may be removed from the board for good and sufficient cause at a special SHOA meeting called for that purpose and upon a majority vote of the members. Said board member shall have the right to appeal at this special SHOA meeting. A successor must be appointed by the board then and there to serve out the unexpired term. A board vacancy caused by any event other than by an action of SHOA shall be filled for the unexpired term by the candidate receiving the majority vote of the remaining board members. If two (2) or more vacancies occur simultaneously, a special meeting of SHOA shall be called to select and vote for candidates to fill the unexpired terms.

E. Meetings

All regular monthly meetings of the board shall be open to any member of SHOA. Items of business on the agenda shall be taken care of first. If time permits other concerns from SHOA members shall be discussed. Chairpersons of standing committees are encouraged to attend board meetings in an ex-officio capacity. Regular meetings of the board shall be held monthly at a location designated by the President. As far as possible, pending board meetings shall be announced in each monthly newsletter. Special meetings of the board may be called by the President to the board members stating the time, place, date and purpose of the meeting. A quorum shall consist of a majority of board members for any board meeting and a majority vote of the board members present shall determine the results of board business transactions.

F. Duties - General

The board shall manage and administer the affairs of SHOA and shall have all duties, rights, powers and authority given to it by the condominium Act of the State of Texas, The Declaration of the Sunchase Condominium Project, and these By-Laws. In addition, board members shall:

(1) Administer the affairs of SHOA and the common elements and common interest of the project and unit owners.

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(2) Keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the project property and buildings and its administration and specifying the maintenance and repair expenses of the common elements. Books, vouchers and other records regarding these transactions shall be available for examination by unit owners at convenient hours of the Treasurer of the Board of Managers. All books and records shall be kept in accordance with good accounting procedures and shall be audited at least once a year.

(3) Formulate and enforce policies rules and regulations as needed to govern the use, a management, preservation and operation of the common elements without depriving any unit owner of the rights and privileges given to unit owners by the declaration.

(4) Plan and adopt an annual budget to cover the estimated operations involved in the maintenance, repair, upkeep, protection, insurance, replacement, management and administration of the common elements as well as for the common insurance and to set the level of, and method of collection from the unit not financed through Couch Mortgage the monthly pro-rata share of the estimated common expenses.

(5) Provide for the designation, hiring and removal of employees or other personnel; Engage or contract for the services of others and in general make purchases of labor, materials and/or services required for the repair, upkeep, maintenance, replacement, protection, insurance, management or administration of the common elements and other common interests (to include legal litigation) and perform such other acts not expressly specified by these By-Laws, for the orderly and efficient management and administration of this condominium regime.

(6) Approve all expenditures in excess of $500.00.

(7) Attend a minimum of 50% of all regular meetings.

V. DUTIES - OFFICERS

A. President

The President shall be the presiding officer at all meetings of SHOA and of the board. He shall:

1. Issue the call for all regular and special meetings of the board in accordance with the provisions of Article III of these By-Laws.

2. Appoint standing and Ad Hoc committees.

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TRAVIS COUNTY, TEXAS

3. Work closely with the Treasurer and insure that deposits and disbursements are made in a timely manner.

4. Insure that the requirements set out in the condominium Act of Texas, the Sunchase Project Declaration and these By-Laws are complied with and that the board and all committees of SHOA perform their duties with reasonable competence.

5. If for any reason the President is unable to perform his/her duties the Vice-President of the board shall perform those duties, having the same authority as the President.

B. Vice President

1. Work closely with the President and act in his absence.

2. Provide each new homeowner with a copy of the By-Laws and indoctrinate said homeowners in the rules and regulations ingoverning SHOA.

C. Treasurer

1. Deposit monies promptly.

2. Maintain all SHOA bank accounts.

3. Sign all checks and vouchers. Expenditures of $500.00 up must be approved by the board.

4. Provide the board with a financial report at each board meeting.

5. Prepare and submit for approval an annual budget.

6. Work closely with members of the Audit committee to insure that the annual audit is conducted in a timely manner.

D. Secretary

1. Take and maintain detailed minutes of all general, regular and special meetings of SHOA and of the board.

2. At the direction of the board, assist in the preparation of correspondence pertinent to the business of SHOA and shall maintain permanent files of all minutes, financial reports, committee reports, correspondence and other records pertaining to SHOA.

3. Prepare the SHOA newsletter using all available information and resources at his/her disposal.

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VI. COMMITTEES

The following committees shall be in effect for the purpose of maintaining and preserving the beauty of Sunchase.

- Maintenance/Architectual
- Pool/Tennis Court
- Arbitration/Grievance
- Audit
- Insurance

A. The Maintenance/Architectual Committee

Monitor all SHOA equipment, building exteriors and common areas; Notify the board of any needed repairs of replacement of equipment and/or shrubbery; work with the board in negotiating the maintenance contract; Monitor the performance of any outside contractors, reporting the results of their observations to the board on a regular basis; Receive requests for modifications or additions to buildings or changes in the usage of the common areas; investigate violations of building or ground rules and report results to the board.

B. The Pool/Tennis Court Committee

Monitor both the pool and tennis court areas; Advise the board of the possible need for repairs or improvements; publish and keep updated, the rules for the use of the facilities; Insure that the general membership is aware of, and abides by, said rules; work closely with the board in negotiating the pool care contract and the purchase of pool and tennis court supplies.

C. The Arbitration Committee

Arbitrate any grievances between members of SHOA through the most expeditious means, after giving both sides a hearing; insure that complainor and complainee agree beforehand to abide by this decision of the committee; Report any unresolved disputes to the board for further consideration or legal action if required.

D. The Audit Committee

Work closely with the Treasurer and the board in the preparation for the annual audit. When economically feasible the Board of Managers will hire a Certified Public Accountant to maintain the associations accounting records. In addition, the Board of Managers will hire a Certified Public Accountant to perform the annual audit of the books and records of the condominium regime.

E. The Insurance Committee

Assist the board in negotiating for insurance coverage as required by the condominium Act and the Declaration and such other coverage as may be directed by SHOA; Review the sufficiency of coverage annually and recommend changes in coverage as required; Assist members of SHOA as to current coverages of the master policy and aide any owner having insurance claims resulting from those areas of their unit covered by said master policy. Obtain a minimum of three bids before any action. All bids shall be considered by the board.

REAL PROPERTY RECORDS
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VII. BUDGET AND ASSESSMENTS

A. Budget

The board shall direct the Treasurer to prepare or cause to be prepared an estimated annual budget for each fiscal year of SHOA Dec-Nov. Such budget shall take into account the estimated common expenses and assessments and cash requirements for the year, including, but not limited to supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, management fees and other common expenses. Said budget shall also include and provide for a specifically established contingency reserve, and a reserve for long term maintenance of the common elements. Any surplus or deficit in regard to previous budgets shall also be considered. Copies of said budget shall be furnished to each unit owner upon request. A copy of said budget shall also appear in the newsletter. The annual budget as estimated by the board shall be submitted to the membership for approval at the December general meeting of SHOA, and upon approval shall serve as the basis for the regular monthly assessment against the unit owners. If said budget is subsequently altered, changed or modified, at a special meeting of SHOA called for the purpose, then the budget so altered, changed or modified shall be the basis for the regular monthly assessments. In the event the board shall not approve an estimated budget for any year the SHOA may approve and adopt such budget at any special meeting called for such purpose; in any event, until such time as the Board or SHOA adopt a new budget for a new fiscal year, each unit owner shall continue to pay each month, the amount of the monthly assessment as last determined.

B. Assessments

Monthly assessments (maintenance/insurance fees) shall be based on the 1988 assessment schedule per individual unit, except for a reduction of the homeowner fees exceeding the $108.03/month average. These fees will be reduced by 50% of the amount that they exceed the average. This action is being taken to more evenly distribute the assessments across all 73 SHOA units, without a rise in any unit fees. This is in line with "one unit one vote" (Section II. B.) and the usage of maintenance/services etc. which the fees provide. Owners will be billed monthly by the Treasurer of the Board of Managers for all maintenance fees applicable to their respective unit. All homeowner fees are due in advance and should be paid on the first day of the month. In the event of default, SHOA shall seek payment, plus costs, by:

- letter notification by Treasurer/President after one (1) month
- letter notification by attorney after two (2) months
- termination of water to unit after three (3) months
- bringing suit in small claims court for the amount of the assessment due (plus costs)
- filing liens against said unit/owner
- filing foreclosure on said unit
- and/or any other legal means available to the Board

The board or other person authorized to collect monthly assessments shall receive, hold and disburse the same as Trustee, for the use and benefit of each unit owner, and shall use, expend and disburse the same for the purpose authorized in these By-Laws. All assessments so collected shall be deposited in and constitute the Maintenance Fund of this Condominium regime. These fees are due 15 days after the billing period date. A delinquent fee of 10% of the assessment will automatically go into effect if said payments are not received by the end of this 15 day period.

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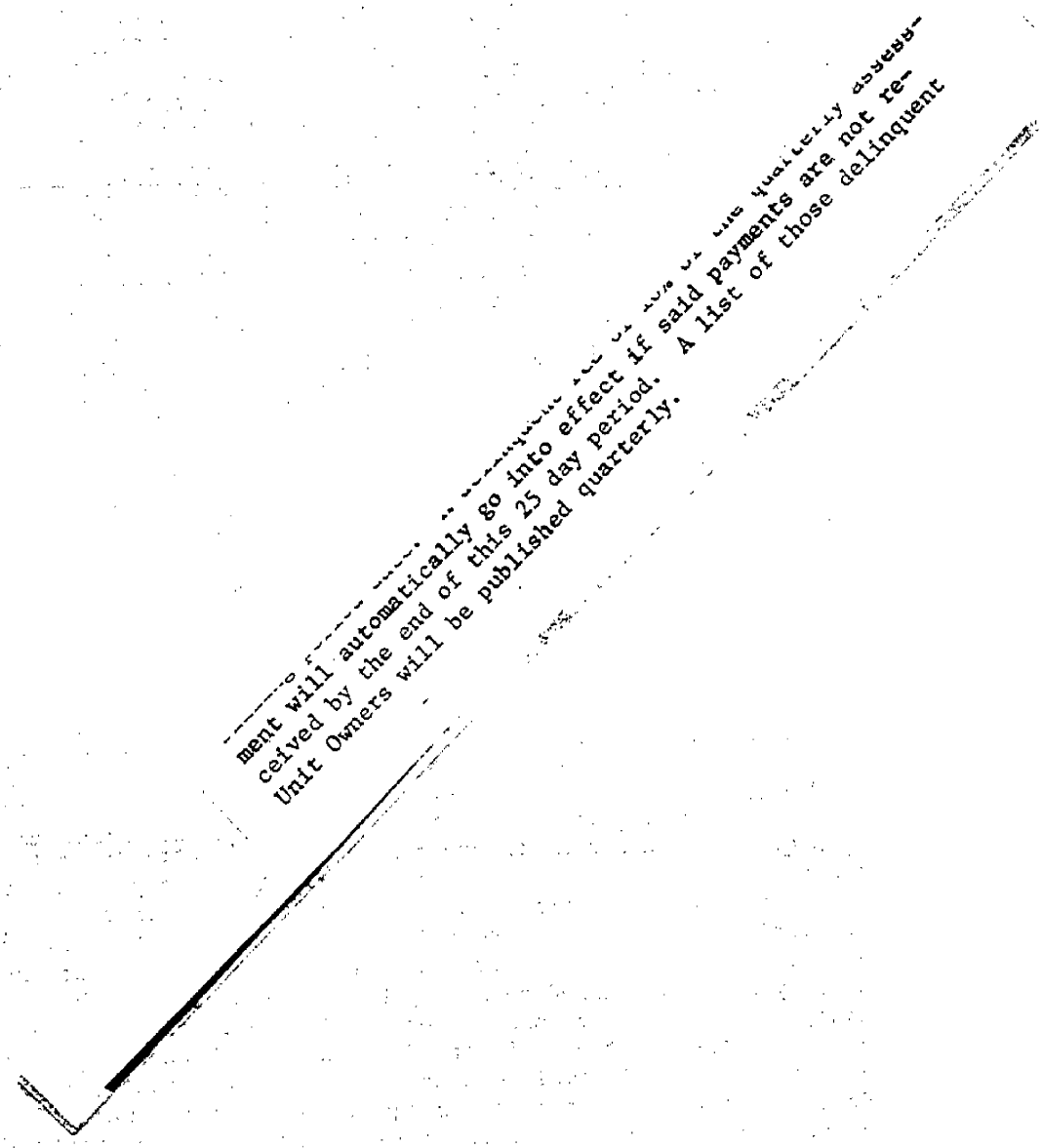

ment will automatically go into effect if said payments are not received by the end of this 25 day period. A list of those delinquent Unit Owners will be published quarterly.

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C. Supplemental Budget

In the event it shall appear to the Board that the estimated budget for any fiscal year shall be inadequate to cover the estimated expenses in respect to the common elements, or other expenses lawfully agreed upon in accordance with the provisions of these By-Laws, then the Board shall prepare or cause to be prepared a supplemental estimated budget to cover the apparent deficiency for the remainder of the fiscal year and shall call a special meeting of SHOA at which time the supplemental estimated budget will be presented for SHOA approval and each owner shall be assessed. and will pay, his or her share of the approved budget in the amount of 1/73rd of the Supplemental Budget per unit owned.

D. Capital Expenditures

Members of SHOA shall recommend via the annual budget any new capital expenditures on any part of the common elements. The Board shall approve all emergency repairs, maintenance or replacement of existing improvements damaged, destroyed or no longer serviceable.

SHOA is responsible for exterior maintenance. This includes exterior doors/windows, car ports, fences, and the exterior of all units/garages. With respect to exterior doors only, this will be on a 50-50 financial basis with the unit owner, with prior board approval. This will NOT be done for solely cosmetic purposes, and upgrading will be done at owners expense with board approval rights. Storm doors are entirely the unit owners responsibility, with prior board approval rights.

VIII. RULES

The Condominium Declaration filed with the City of Austin incorporates certain restrictions applicable to, and binding on, every home owner in Sunchase, These rules are included here and incorporated into the By-Laws.

A. Infractions of the following rules governing SHOA shall be subject to additional assessments or fines as prescribed by the Board of Managers of SHOA. Failure to pay said fine for violations of SHOA rules automatically subjects unit owner to have liens placed against his/her property. Notice of any violation of SHOA rules shall be given in writing to said violator by members of the SHOA Board of Managers. Any unit owner assessed a penalty for violation of SHOA rules shall have the right to appeal at the next meeting of the Board of Managers following said violation. No fine shall exceed one months maintenance fee.

B. Homeowners who elect to lease/rent shall be responsible for the conduct of their leasors/renters. Lease/rental agreements shall be for a period of not less than one-year beginning January 1, 1986. Leasors/rentors must comply with the following rules.

C. No homeowner may change the outside appearance of his/her building or make any outside structural addition or modification to his/her unit without written approval of the Maintenance, Architectural committee and the Board of Managers of SHOA.

D. No unit shall be partitioned or otherwise altered into more than one unit.

REAL PROPERTY RECORDS
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E. The Board shall be notified in writing of any intention to sell or otherwise change the usage of a homeowners unit. Such notice shall be made at least fifteen (15) days prior to the placing of the property on the market.

F. The speed limit within the confines of the complex shall not exceed fifteen (15) miles per hour. Action will be taken by the Board against persistent violators, to include implacement of speed bumps if necessary.

G. Trash, garbage, or other refuse must be placed inside the enclosed garbage racks for all units North of North Plaza Court Drive. Units South of North Plaza Court Drive must not display garbage cans/containers, garbage racks, etc. on any day other than regular trash pick-up days (Wednesdays/ Saturdays).

H. No unlawful, immoral, noisy or otherwise offensive conduct shall be permitted within the complex, nor shall anything be done therein or thereon which shall constitute a nuisance or cause unreasonable noise or disturbance to others.

I. No animals, other than usual small household pets may be kept in or about the project. No more than three (3) such pets may be kept in any one unit. Pets are required to be on a leash at all times when allowed outside. Loose pets may be picked up by the Humane Society of Austin upon notification by a member of SHOA.

J. Pet owners are required to remove all solid waste matter deposited by their pets in any of the common areas of Sunchase. Under no circumstances is a pet to be allowed to foul another neighbors lawn or immediate vicinity.

K. No T.V. or Radio antennas shall be installed on top of existing units. The Board as well as the Maintenance/Architectural Committee has jurisdiction in this matter.

L. Clothes lines may not be strung in visible areas or within common elements.

M. Boats, planes, trailers, campers, or motor homes may not be parked in common areas. Persistent violators will be notified by the Board to move said traffic hazard or be subject to having said hazard towed away.

N. Noisy or unmuffled vehicles may not be operated in the confines of Sunchase.

O. Vehicles are to be parked in their respective carports, garages or designated area and may not be parked in "No Parking" areas. Violators are subject to having the vehicle towed away, after receiving one (1) warning. Towing will be accomplished by a licensed, bonded, towing service, by agreement with the Board of Managers. Residents are responsible for their guests.

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P. Fire-arms or fireworks may not be discharged inside the Sunchase complex.

Q. Carports shall be maintained by the resident in a neat, uncluttered condition.

R. Rules regarding the use and care of the swimming pool, tennis courts and surrounding grounds are posted at the entrance of these respective facilitites. Homeowners as well as their guests shall be subject to these rules and regulations. Action will be taken by the Board for persistent violators. Such action may include barring said violators from using these facilities. Additionally, children under the age of 14 may be denied use of these facilities unless accompanied by an adult.

S. The pool and clubhouse area must be scheduled seven (7) days in advance, in writing to any Board member, by SHOA members for groups over 15 in number. Scheduling does not imply exclusive use, only that no other parties may be scheduled at the same time. Parties may not exceed 50 people without Board Approval. A deposit of $150.00 shall be made to the Board to cover cleaning facilities and potential damage costs after use by the reservee. This deposit will be refunded provided the facilities are clean and have not been damaged as determined by the inspection of a Board member on the following day. The Board shall determine any time limit.

T. Private signs will NOT be displayed in COMMON or LIMITED COMMON areas of the Sunchase complex. Private signs (For Sale, For Lease, political, etc) should be displayed, if required, from within the individual unit. In the case of special short term needs (real-estate open house, garage sale, etc), special permission maybe requested from the SHOA Board of Managers.

IV. INSURANCE

All members of the Sunchase Homeowners Association shall participate in and be covered by a blanket insurance policy for the common elements negotiated for by the Board and covered by each individuals mortgage payment. Outright ownership does not negate this requirement.

X. REMEDIES

In the event of default or violation by any unit owner of the provisions of the Condominium Act, By-Laws, or Rules and/or Regulations of SHOA, the Board or their representatives shall have all the rights and remedies which may be provided by the Act, or these By-Laws, or which may be available at law or in equity and may prosecute any action or other proceeding against any of the said unit owners for enforcement of any lien or to force compliance with the matter in respect to which the default or violation has been made. The Board may seek injuctive relief or other means for the collection of any sums or debts or damages in default or arising from any default. All expenses incurred in connection with any of the above actions or proceedings shall be part of the common expenses of SHOA and collectible (prorate) from each unit owner in addition to the regular required fees.

XI. EFFECT

These By-Laws are binding on all residents of Sunchase. Absentee owners are directly responsible for the conduct of their tenants. If legal action is required, due to violations by a tenant, the owner shall also be enjoined in such action.

REAL PROPERTY RECORDS
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XII. AMENDMENTS

These By-Laws may be altered or amended at a general or special meeting of the SHOA, at least ten (10) days after the proposed alteration or amendment has been circulated among the membership in written form. A majority vote, including proxies, of the eligible members shall be required to alter or amend these By-Laws.

XIII. SEVERABILITY

If any article, paragraph, sentence, clause or phrase of these By-Laws or the application thereof in any circumstance shall be held legally invalid or unenforceable, the validity or enforceability of the remainder of these By-Laws or the application of any such article, paragraph, sentence, clause or phrase in any circumstance shall not be affected thereby.

EXECUTED AND ADOPTED THIS THE 7th DAY OF Dec. 1983.

SUNCHASE HOMEOWNERS ASSOCIATION

by Floyd Hendrix

Floyd Hendrix
President of the Board
SHOA, 1983

SECTIONS VII(b). and VIII(b). were unanimously adopted by members of Sunchase Homeowners Association at the December, 1985 General Meeting.

EXECUTED AND ADOPTED THIS THE 15th DAY OF MAY 1986.

SUNCHASE HOMEOWNERS ASSOCIATION

by Anna Louise Pollei

Ms. Anna Louise "~~Weeze~~" Pollei
President of the Board
SHOA, 1986

This instrument was acknowledged before me by ANNA LOUISE "WEEZE" Pollei on the 15 day of May 1986.

NOTARY SEAL

CATHY ESPARZA
Notary Public State of Texas
My Commission Expires 6-7-89

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10847 0824

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Larry Thigpen
9069 North Plaza #106
Austin, TX 78753

Ret: Connie Lowrey Keller
8711 North Plaza Court
Austin, TX 78753

FILED
1986 MAY 15 PM 12:32
Travis Scarborough
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas on

MAY 15 1986

COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

JAN 3 1989

COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
1989 JAN -3 PM 12:35
DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDERS MEMORANDUM-
ALL OR PARTS OF THE TEXT OF THIS INSTRUMENT WAS
NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

~~09696 0035~~

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
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DOC. NO.
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FILM CODE
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BY-LAWS
of the
SUNCHASE HOMEOWNERS ASSOCIATION

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ARTICLE I. INTRODUCTION

A. The Council of Owners hereby creates an unincorporated association to be known as the SUNCHASE HOMEOWNERS ASSOCIATION (SHOA). These By-Laws are to supersede all previous By-Laws for Sunchase Homeowners. SHOA is hereby authorized to incorporate the Association and, upon such incorporation, all previous rights, duties, and property of the unincorporated Association shall be transferred to the corporation, subject to the Declarations and By-Laws. The President of the Association is authorized to sign all deeds and bills of sale necessary for this change.

B. Terms used in these By-Laws have the same definition as given in the Declaration.

C. The Project Property and the use and occupancy thereof and all Owners, mortgagees, tenants, and occupants of Condominium and their employees, and any other persons who may use the facilities of the Project in any manner are subject to the Condominium Documents and all covenants, agreements, restrictions, easements, and declarations therein contained. The acceptance of a deed or a lease or the use or occupancy of a Condominium shall constitute an agreement that the Condominium Documents are accepted, ratified, and adopted by such grantee, lessee, user, and/or occupant and that all terms, conditions, agreements, and covenants contained in the Condominium Documents will be complied with fully by such party.

D. The SHOA office shall be located in Austin, Texas.

ARTICLE II. MEMBERSHIP

A. Each owner of a condominium unit in this condominium project and regime shall automatically be a member of SHOA and shall remain a member thereof until such time as such ownership ceases. Upon transfer of ownership of any condominium unit, however accomplished, the new owner acquiring or succeeding to such ownership interest shall likewise automatically become a member of SHOA. The termination of membership, as provided for herein, shall not relieve any owner of any liability for such acts or defaults under the Declarations, By-Laws, or Rules and Regulations, prior to the time of the termination of membership.

B. SHOA shall be the governing and administrative body for the protection, preservation, upkeep, maintenance, repair, and/or replacement of all Common Elements and the government, operation, and administration of this condominium regime.

C. The members of SHOA, by virtue of ownership of a condominium unit in this condominium regime, agree to abide by and uphold these By-Laws, the Declaration, and other condominium documents.

D. Each Owner shall register a permanent mailing address with the Board as required by Article 12 of the Declaration.

ARTICLE III. SHOA MEETINGS

A. General Meetings

There shall be one (1) general meeting of SHOA each calendar year. At this meeting, held on the second Sunday of December, a new Board of Managers shall be elected and installed. Candidates for the Board will be given an opportunity to meet and address the membership. Notice of the December meeting shall be issued at least fifteen (15) days prior to the meeting. Notice shall be effective as of the time that it is deposited, postage prepaid, first class mail, addressed to the owner at the last known address as contained in the files of the Association, whether or not actually received by the owner.

B. Special Meetings

Special meetings of SHOA may be called by the Board President or by request of at least two (2) board members or by a petition of ten percent (10%) of the available votes of SHOA. Notice of Special Meetings shall be in writing and mailed to each SHOA member at least fifteen (15) days prior to the meeting and posted in the mailroom at least three (3) days prior to said meeting. No action on any business other than that stated in said notice shall be conducted at any special meeting. Notice shall be effective as of the time that it is deposited, postage prepaid, first class mail, addressed to the Owner at the last known address as contained in the files of the Association, whether or not actually received by the Owner.

C. Place of Meetings

The annual and all special SHOA meetings shall be held at such place in Austin as the Board may designate.

D. Waiver of Notice

Attendance of an Owner at a meeting shall constitute a waiver of notice of such meeting if such Owner attends the meeting without protesting such lack of notice prior to or at the commencement of such meeting.

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E. Quorum

A quorum of unit Owners for any SHOA meeting shall be constituted by Owners present or by proxy representing fifty-one percent (51%) of the total votes set forth in Exhibit "B," Schedule "A" of the Sunchase Declaration.

F. Determining Vote

Except as otherwise provided in the Condominium Documents, the vote of fifty-one percent (51%) of the total votes, as set forth in Exhibit B, shall be binding upon the Board and all Owners as to any matter within the powers of the Council.

G. Order of Business

The order of business at all meetings of SHOA shall be determined by the President or presiding officer at each meeting and shall follow a written agenda. The presiding officer at each meeting may limit discussion on any one subject by any one member to a reasonable time not less than five minutes. The presiding officer may require that topics for new business be submitted to the Secretary at least one day prior to the meeting to provide for proper allocation of time. The presiding officer may have members ejected or terminate their participation in a meeting for disruptive behavior.

ARTICLE IV. BOARD OF MANAGERS

A. Membership

The affairs of SHOA shall be managed by an executive board consisting of five (5) members. The board shall be elected from the SHOA membership in accordance with Article IV, Section C of these By-Laws and shall serve without pay or compensation for such term as specified by these By-Laws.

B. Term of Office

The SHOA Board of Managers shall serve two (2) calendar years in office (January 1-December 31) from the time of their election by the members of SHOA. At the 1991 election of the Board of Managers, three candidates shall be elected for a term of one year and two candidates shall be elected for a term of two years. The 1991 Board shall determine the three members to serve one year and the two members to serve two years. Thereafter, each director shall serve for a period of two years.

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C. Elections

Elections shall be held at the December General Meeting. A nominating committee shall be created by the Board no later than September 1. The nominating committee shall mail a list of nominees to all Owners no later than November 1.

At the general meeting of SHOA in December, the nominating committee shall present its nominations for the future officers and additional nominations may be made from the floor. Election of the Board of Managers for SHOA shall be made by a majority of votes cast by owners present plus proxies from absent Owners. The five candidates receiving the most votes win. All proxies shall be voted by the person holding the proxy and shall be counted as if the absent Owner were present. The Board shall cause the results of the election to be published in the SHOA newsletter following the election. Nominees and SHOA Board members must be members of SHOA in good standing (i.e., not delinquent in homeowner fees and/or special assessments).

D. Resignation and Removal

Any member of the Board may resign voluntarily at any time by providing the Board with written notice of intent to resign, acted upon at a duly convened Board meeting. Since only members of SHOA are eligible to be Board members, it follows that if a Board member ceases to be a unit Owner in the Sunchase Condominium Project, he or she automatically resigns from the Board. Any Board member who fails to attend a minimum of 50% of the regular meetings of the Board of Directors during any six (6) consecutive months shall be considered to have voluntarily resigned.

A member may be removed from the Board by the majority vote of owners during a Special Meeting called for that purpose. A Board vacancy shall be filled for the unexpired term by a majority vote of the remaining Board members. If two (2) or more vacancies occur simultaneously, a special meeting of SHOA shall be called to select and vote for candidates to fill the unexpired terms.

E. Meetings

The first meeting of the Board following the December Annual Meeting of SHOA shall be an organizational meeting and shall be held within ten (10) days thereafter, at such time and place in Austin as shall be fixed by the new Board. No notice shall be necessary to legally constitute such meeting.

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All regular monthly meetings of the Board shall be open to any member of SHOA. Items of business shall be taken care of first. If time permits, other concerns from SHOA members shall be discussed. Chairpersons of standing committees are encouraged to attend Board meetings in an ex-officio capacity. Regular meetings of the Board shall be held monthly at a location designated by the President. As far as possible, pending Board meetings shall be announced in each monthly newsletter. Special meetings of the Board may be called by the President to the Board members stating the time, place, date, and purpose of the meeting. A quorum shall consist of a majority of Board members for any Board meeting, and a majority vote of the Board members present shall determine the results of Board business transactions. Any vote of the Board that is tied or otherwise deadlocked shall fail.

Each June there shall be a meeting for the purpose of introducing new as well as existing Owners, introducing the Board of Managers, and reviewing current SHOA business.

F. Waiver of Notice

Attendance at a meeting by any member shall constitute a waiver of notice of such meeting by such member if such member attends the meeting without protesting such lack of notice prior to or at the commencement of such meeting.

G. Action Without Meeting

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a quorum of members consent to the action. Notice of any action taken shall be included in the minutes of the next Board meeting.

H. Duties—General

The Board shall manage and administer the affairs of SHOA and shall have all duties, rights, powers, and authority given to it by the Condominium Act of the State of Texas, the Texas Non-Profit Corporation Act (if the Association chooses to incorporate), the Declaration of the Sunchase Condominium Project , and these By-Laws. In addition, Board of Managers shall:

1. Administer the affairs of SHOA and the common elements and common interest of the project and unit Owners.

2. Keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the project property and buildings and its administration and specifying the maintenance and repair expenses of the common elements.

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Books, vouchers, and other records regarding these transactions shall be available for examination by unit owners within five (5) days of their request at a mutually agreed time and place. All books and records shall be kept in accordance with generally accepted accounting procedures and shall be audited at least once a year by an independent Certified Public Accounting Firm. The annual audit shall be completed prior to the June Board meeting.

3. Formulate and enforce policies, rules, and regulations which shall become effective upon their publication in the first newsletter after their adoption.

4. Provide for the designation, hiring, and removal of employees or other personnel; engage or contract for the services of others, and in general make purchases of labor, materials, and/or services required for the repair, upkeep, maintenance, replacement, protection, insurance, management, or administration of the common elements and other common interests (to include legal litigation), and perform such other acts not expressly specified by these By-Laws for the orderly and efficient management and administration of this condominium regime.

5. Open and maintain bank accounts and designate the signatures required. Approve all expenditures in excess of $500.00.

6. Manage, control, and otherwise deal with the Common Elements, including the power to temporarily interrupt the normal functioning of the Project, including Common Services, to facilitate performance of any maintenance or repair or the making of additions, alterations, or improvements authorized by the Board or SHOA. In exercising such power of interruption, the Board shall use all reasonable efforts to minimize disruption of operations within the Project.

7. Enforce by any legal or equitable remedies available all obligations of the Owners or any of them to SHOA under the provisions of the Act and the Condominium Documents. If an Owner persists in any default in the performance of the foregoing obligations, the Board may without prejudice to any other remedy require such defaulting Owner to post a bond to secure future compliance with such obligations.

8. Appoint auditors and engage legal counsel.

9. Make contracts in connection with the exercise of any of the powers and duties of the Board. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by the President or a Vice President and the Treasurer or Secretary.

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The officers, Representatives, and Administrator shall have no personal liability with respect to any contract made by any of them in good faith and on behalf of SHOA. Liability of each Owner arising out of any contract or out of the indemnity provided for in Article IX, Indemnification, in favor of the officers and of the Representatives, shall be in proportion to such Owner's General Common Interest.

Every agreement made by any officers or the Board or the Administrator on behalf of the Project shall provide that the officers, Representatives, or the Administrator, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be in proportion to such Owner's General Common Interest.

ARTICLE V. DUTIES—OFFICERS

A. The officers of the Association shall be elected by and shall serve until removed by a majority of the Board of Managers and shall include a president, one or more vice presidents, a treasurer, a secretary, and any and all other officers as may be deemed necessary by the Board of Managers. No Board member can hold more than one office. Upon the affirmative vote of a simple majority of the Board members, any officer may be removed, either with or without cause, and a successor may be elected by the Board.

B. The President shall be the presiding officer at all meetings of SHOA and of the Board. The President shall:

1. Issue the call for all regular and special meetings of the Board in accordance with the provisions of Article IV of these By-Laws.

2. Appoint standing and ad hoc committees.

3. Work closely with the Treasurer and insure the deposits and disbursements are made in a timely manner.

4. Insure that the requirements set out in the Condominium Act of Texas, the Declaration for Sunchase Condominiums, these By-Laws, and SHOA Rules and Regulations are complied with and that the Board and all committees of SHOA perform their duties with reasonable competence.

5. Assign additional duties to other Board members.

6. Approve all SHOA correspondence.

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C. Vice President

The Vice President shall:

1. Work closely with the President and act in the President's absence. If for any reason the President is unable to perform duties as set out in the By-Laws, the Vice President of the Board shall perform those duties, having the same authority as the President.

2. Provide each new homeowner with a copy of the By-Laws and indoctrinate said homeowners in the rules and regulations governing SHOA.

D. Treasurer

The Treasurer shall:

1. Deposit all money of the Association in bank accounts designated as being accounts of the Association.

2. Maintain all SHOA bank accounts.

3. Sign all checks and vouchers. Checks of $500.00 or more must be co-signed by the President. In the absence of the Treasurer, checks and vouchers may be signed by the President.

4. Provide the Board with a financial report at each Board meeting.

5. Assist in the preparation of an annual budget.

6. Work closely with the Certified Public Accounting Firm to insure that the annual audit is conducted in a timely manner.

7. Inform Vice President of new homeowners.

8. Prepare monthly statements for assessments.

9. Maintain a list of Owners' permanent addresses.

E. Secretary

The Secretary shall:

1. Take and maintain detailed minutes of all general, regular, and special meetings of SHOA and of the Board.

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2. At the direction of the Board, assist in the preparation of correspondence pertinent to the business of SHOA. Maintain permanent files of all minutes, financial reports, committee reports, correspondence, and other records pertaining to SHOA.

3. Prepare the SHOA newsletter using all available information and resources of the Association.

4. Submit all correspondence, including the newsletter, to the President for approval.

5. Record the list of Board members and their term of office with the Travis County Clerk.

ARTICLE VI. COMMITTEES

The following committees may be appointed by the Board of Managers as deemed necessary for maintaining and preserving the quality of life at Sunchase. Other committees may be appointed as needed.

- o Maintenance/Architectural
- o Pool/Tennis Court
- o Arbitration/Grievance
- o Insurance
- o Social

A. The Maintenance/Architectural Committee shall:

Monitor all SHOA equipment, building exteriors, and common areas; notify the Board of any needed repairs or replacement of equipment and/or shrubbery; work with the Board in negotiating maintenance contracts; monitor the performance of any outside contracts, reporting the results of their observations to the Board on a regular basis; receive requests for modifications or additions to buildings or changes in the usage of the common areas; investigate violations of building or ground rules and report results to the Board.

B. The Pool/Tennis Court Committee shall:

Monitor both pool and tennis court areas; advise the Board of the possible need for repairs or improvements; publish and keep updated the rules for the use of the facilities; insure that the general membership is aware of, and abides by, said rules; work closely with the Board in negotiating the pool care contract and the purchase of pool and tennis court supplies.

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C. The Arbitration Committee shall:

Arbitrate any grievances between members of SHOA through the most expeditious means, after giving both sides a hearing; insure that all parties concerned agree beforehand to abide by this decision of the committee; report any unresolved disputes to the Board for further consideration or legal action if required.

D. The Insurance Committee shall:

Assist the Board in negotiating for insurance coverage as required by the Condominium Act and the Declaration and such other coverage as may be directed by SHOA; review the sufficiency of coverage annually and recommend changes in coverage as required; assist members of SHOA as to current coverages of the master policy and aid any other having insurance claims resulting from those areas of their unit covered by said master policy. Obtain a minimum of three bids before any action. All bids shall be considered by the Board.

E. The Social Committee shall:

Provide opportunities for homeowners to meet and get acquainted. Organize the social portions of the two general meetings. Inform homeowners of social gatherings.

ARTICLE VII. REMEDIES

In addition to all other remedies available in the Declaration, By-Laws, at law or in equity, the Board shall discontinue the provision of any and all services, which are paid for by the Association, to a unit which has as Owner who is delinquent in paying any amount owed to the Association, including, but not limited to, electricity, water, insurance, security, and trash disposal. The cost of disconnecting and reconnecting the service shall be added to the maintenance fee, secured by the lien for the payment thereof, and subject to all remedies for the collection thereof.

ARTICLE VIII. AMENDMENTS

These By-Laws may be altered or amended at a general or special meeting of the SHOA, at least fifteen (15) days after the proposed alteration or amendment has been circulated among the membership in written form. A majority vote, fifty-one percent (51%), including proxies, of the available votes shall be required to alter or amend these By-Laws. Approved Amendments shall be effective on the date they are recorded with the Travis County Clerk.

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TRAVIS COUNTY, TEXAS

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ARTICLE IX. INDEMNIFICATION

The Owners shall defend, save harmless, and indemnify each officer and Member past, present, and future, against all costs, expenses, and liabilities, including the amounts of judgments, amounts paid in compromise settlements, and amounts paid for services of counsel and other related expenses, which may be incurred by or imposed on them in connection with any claim, action, suit, proceeding, investigation, or inquiry hereafter made, instituted, or threatened in which they may be involved as a party or otherwise by reason of any act or omission permitted, undertaken, authorized, or approved by them while acting in their capacity as an officer or Member whether or not they have continued in such capacity until or beyond the time such costs, expenses, or liabilities are incurred or imposed. Provided, however, no such indemnity may be required of any Owner for any such costs, expenses, or liabilities, so imposed or incurred as relate to matters regarding which such officer or Member shall, in such action, suit, or proceeding, be finally adjudged to be liable by reason of their own individual, willful, gross misconduct, gross negligence, or action taken in bad faith or plainly contrary to clear and express provisions of the Act or the Condominium Documents. The foregoing right of indemnification shall not be exclusive of other rights to which any such officer or Member may be entitled to as a matter of law or otherwise, and shall insure to the benefit of the heirs, executors, administrators and other legal representatives of each such officer and Member.

ARTICLE X. SEVERABILITY

If any article, paragraph, sentence, clause, or phrase of these By-Laws or the application thereof in any circumstance shall be held legally invalid or unenforceable, the validity or enforceability of the remainder of these By-Laws or the application of any such article, paragraph, sentence, clause, or phrase in any circumstance shall not be affected thereby.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned notary public, on this day personally appeared Larry Tharp, who being by me duly sworn on his oath deposed and said that he is the President of Sunchase Homeowners Association and that the foregoing By-Laws of the Sunchase Homeowners Association were duly adopted by members of Sunchase Homeowners Association by vote validated at the general meeting of the Association on June 17, 1991.

Larry Tharp

SWORN to and SUBSCRIBED before me, on the 27 day of June, 1991, to certify which witness my official hand and seal.

HILLARY PAIGE NOTARY PUBLIC STATE OF TEXAS EXPIRES AUG. 31, 1993

Hillary Paige

Notary Public in and for the State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11468 0717

THE STATE OF TEXAS

COUNTY OF TRAVIS

I, Larry Tharp, being the President of the Board of Managers of Sunchase Homeowners Association, do hereby certify that the following individuals are the duly elected officers of the Sunchase Homeowners Association for 1991.

Larry Tharp, President
9009 North Plaza #105
Austin, Texas 78753
512/339-8319

Doris A. Sauls, Treasurer
8900 North Plaza Court
Austin, Texas 78753
512/339-8170

Viola Rafferty
9009 North Plaza #130
Austin, Texas 78753
512/339-9843

Jim Dunnahoo
9009 North Plaza #108
Austin, Texas 78753
512/837-1149

Sandra Lewis, Secretary
8940 North Plaza Court
Austin, Texas 78753
512/834-0093

Jane Elizabeth Madison
9009 North Plaza #116
Austin, Texas 78753
512/339-1043

Larry Tharp

SWORN TO AND SUBSCRIBED BEFORE ME on this the 27 day of June, 1991, to certify which witness my official hand and seal.

HILLARY PAIGE
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
AUG. 31, 1993

Notary Public in and for the State of Texas

FILED

1991 JUN 28 PM 2:06

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Ret.

Sunchase Homeowner's Association
9009 North Plaza #100
Austin, Texas 78753

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

JUN 28 1991

COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11468 0718

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STATE OF TEXAS §
§
COUNTY OF TRAVIS §

AMENDMENT TO THE SUNCHASE CONDOMINIUM DECLARATION OF TRAVIS COUNTY, TEXAS

WHEREAS, at the regular annual meeting for Sunchase Homeowners Association, Inc. ("SHOA, Inc.") on December 4, 1994, the members of the Association announced their intention to vote on adopting a resolution to amend the SHOA, Inc. Declaration to adopt the Texas Uniform Condominium Act ("TUCA");

WHEREAS, thereafter in order to vote on this matter, the resolution was presented to each unit owner and ballots were provided to all members of the Association. The ballots were returned and after counting the ballots it was determined that the action received the affirmative vote of the unit owners who represent at least fifty-one percent (51%) ownership interests in the common elements, in the aggregate, which is the required affirmative vote necessary under Article 11(2) for the Declaration of SHOA, Inc. to amend the Declaration to adopt a new Condominium Act.

NOW, THEREFORE, the undersigned presiding Officer and Secretary hereby verify that at least fifty-one percent (51%) of the unit owners agreed to fully adopt the Texas Uniform Condominium Act (TUCA) to the extent authorized by law. This action was also approved of by unanimous written resolution adopted by the board on January 11, 1995 which resolution is attached hereto as Exhibit "A" and incorporated for all purposes and such adoption became effective upon that date. This amendment is being filed to comply with Section 82.002 of the Texas Uniform Condominium Act.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12565 0798

Signed this 14th day of November, 1995.

Barbara P. Bump
Presiding Officer, Barbara Bump

Doris Sauls
Presiding Secretary, Doris Sauls

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14 day of November 1995 by Barbara Bump and Doris Sauls in their above stated capacities.

PATRICIA STEWART KELLY
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-18-98

Patricia Stewart Kelly
Notary Public in and for the
State of Texas

After Recording, Return to:

BLAZIER, RUTLAND & LERNER PC
221 West 6th Street, Suite 1500
Austin, Texas 78701
512/476-2622 (telephone)
jcm16153.1\dec.amd

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12565 0799

SUNCHASE HOMEOWNERS ASSOCIATION
9009 North Plaza #100
Austin, Texas 78753

Resolution on Amendment to Declaration to have Chapter 82
of the 1994 Uniform Condominium Act Apply in its Entirety
to the Regime of Sunchase Condominium

WHEREAS the Texas legislature enacted legislation amending Title 7 of the Property Code by adding Chapter 82, *Uniform Condominium Act*, which became effective January 1, 1994, and

WHEREAS Sec. 82.002(a)(1) of the Uniform Condominium Act authorizes condominiums established before January 1, 1994, to have the Chapter apply in its entirety by vote of the owners of the units to amend the declaration, in accordance with the amendment process authorized by the declaration, and

WHEREAS the Declaration of Sunchase Condominium, as amended, authorizes the Council of Owners to amend the Declaration to have any amendment made to the Condominium Act of the State of Texas apply to the Condominium regime by an affirmative vote representing at least 51% of the ownership interest, and

WHEREAS the owners of Sunchase Condominium, representing 74.7% of the ownership interest, or 886 of 1,184 available votes, voted favorably to amend the Sunchase Condominium declaration to have Chapter 82 of the Texas Uniform Condominium Act apply in its entirety, and

WHEREAS the voting was ratified at the 1994 Annual Meeting of Sunchase Homeowners Association, Inc. on December 4, 1994,

THEREFORE, BE IT RESOLVED that the Board of Managers of Sunchase Homeowners Association, Inc. prepare and file of record an amendment to the Sunchase Condominium declaration to have Chapter 82 of the Texas Uniform Condominium Act apply in its entirety effective upon the filing of the amendment.

ADOPTED UNANIMOUSLY by the Board of Managers of Sunchase Homeowners Association, Inc., on January 11, 1995.

SIGNED this 24th day of January, 1995.

Barbara Bump
Barbara Bump, President

Doris A. Sauls
Doris A. Sauls, Secretary

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12565 0800

EXHIBIT A

FILED

95 NOV 15 PM 4:05

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

NOV 15 1995

COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12565 0801

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BY-LAWS
of the
SUNCHASE HOMEOWNERS ASSOCIATION, INC

ARTICLE I. INTRODUCTION

A. The Council of Owners of Sunchase Condominium hereby amends the By-Laws of SUNCHASE HOMEOWNERS ASSOCIATION, INC (SHOA), a nonprofit incorporated association. These By-Laws supersede all previous By-Laws for Sunchase Condominium.

B. Terms used in these By-Laws have the same definition as given in the Declaration.

C. The Project Property and the use and occupancy thereof and all Owners, mortgagees, tenants, and occupants of Condominium and their employees, and any other persons who may use the facilities of the Project in any manner are subject to the Condominium Documents and all covenants, agreements, restrictions, easements, and declarations therein contained. The acceptance of a deed or a lease or the use or occupancy of a Condominium shall constitute an agreement that the Condominium Documents are accepted, ratified, and adopted by such grantee, lessee, user, and/or occupant and that all terms, conditions, agreements, and covenants contained in the Condominium Documents will be complied with fully by such party.

D. The SHOA office shall be located in Austin, Texas.

ARTICLE II. MEMBERSHIP

A. Each owner of a condominium unit in this condominium project and regime shall automatically be a member of SHOA and shall remain a member thereof until such time as such ownership ceases. Upon transfer of ownership of any condominium unit, however accomplished, the new owner acquiring or succeeding to such ownership interest shall likewise automatically become a member of SHOA. The termination of membership, as provided for herein, shall not relieve any owner of any liability for such acts or defaults under the Declaration, By-Laws, or Rules and Regulations, prior to the time of the termination of membership.

B. SHOA shall be the governing and administrative body for the protection, preservation, upkeep, maintenance, repair, and/or replacement of all Common Elements and the government, operation, and administration of this condominium regime.

C. The members of SHOA, by virtue of ownership of a condominium unit in this condominium regime, agree to abide by and uphold these By-Laws, the Declaration, and other condominium documents.

D. As required by the 1993 Texas Uniform Condominium Act, within 30 days of acquiring an interest in a unit, the Owner shall provide SHOA with (1) the Owner's mailing address, telephone number, and driver's license number; (2) the name and address of the holder of any lien against the unit, and any loan number; (3) the name and telephone number of any person occupying the unit other than the unit owner; and (4) the name, address, and telephone number of any person

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

managing the unit as agent of the unit owner. The Owner shall notify SHOA of changes in any of the required information within 30 days of the change and shall provide the information on request by SHOA from time to time.

ARTICLE III. SHOA MEETINGS

A. General Meetings of the Owners

There shall be one (1) general meeting of SHOA each calendar year. At this meeting, held on the second Sunday of January, a new Board of Managers shall be installed. The new Board will be given an opportunity to meet and address the membership. Notice of the January meeting shall be issued at least thirty (30) days prior to the meeting. Notice shall be effective as of the time that it is deposited, postage prepaid, first class mail, addressed to the Owner at the last known address as contained in the files of the Association, whether or not actually received by the Owner.

B. Special Meetings of the Owners

Special meetings of SHOA may be called by the Board President or by request of at least two (2) board members or by a petition of ten percent (10%) of the available votes of SHOA. Notice of Special Meetings shall be in writing and mailed to each SHOA member at least fifteen (15) days prior to the meeting and posted in the mailroom at least three (3) days prior to said meeting. No action on any business other than that stated in said notice shall be conducted at any special meeting. Notice shall be effective as of the time that it is deposited, postage prepaid, first class mail, addressed to the Owner at the last known address as contained in the files of the Association, whether or not actually received by the Owner.

C. Place of Meetings

The annual and all special SHOA meetings shall be held at such place in Austin as the Board may designate.

D. Waiver of Notice

Attendance of an Owner at a meeting shall constitute a waiver of notice of such meeting if such Owner attends the meeting without protesting such lack of notice prior to or at the commencement of such meeting.

E. Quorum

A quorum of unit Owners for any SHOA meeting shall be constituted by Owners present or by proxy representing fifty-one percent (51%) of the total votes set forth in Exhibit "B," Schedule "A" of the Sunchase Declaration as amended.

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TRAVIS COUNTY, TEXAS

F. Except as otherwise provided in the Declaration, the vote of fifty-one percent (51%) of the total votes, as set forth in Exhibit B, shall be binding upon the Board and all Owners as to any matter within the powers of the Council.

G. Order of Business

The order of business at all meetings of SHOA shall be determined by the President or presiding officer at each meeting and shall follow a written agenda. The presiding officer at each meeting may limit discussion on any one subject by any one member to a reasonable time not less than five minutes. The presiding officer may require that topics for new business be submitted to the Secretary at least one day prior to the meeting to provide for proper allocation of time. The presiding officer may have members ejected or terminate their participation in a meeting for disruptive behavior.

ARTICLE IV. BOARD OF MANAGERS

A. Membership

The affairs of SHOA shall be managed by an executive board consisting of five (5) members. The board shall be elected from the SHOA membership in accordance with Article IV, Section C of these By-Laws and shall serve without pay or compensation for such term as specified by these By-Laws.

B. Term of Office

The SHOA Board of Managers shall serve two (2) calendar years in office (January 1-December 31) from the time of their election by the members of SHOA. Terms of members shall be staggered, so that three candidates shall be elected for two-year terms beginning in odd years, and two candidates shall be elected for two-year terms beginning in even years.

C. Elections

Elections shall be held by ballot prior to the January annual meeting. A nominating committee shall be created by the Board no later than September 1. The nominating committee will solicit nominations from Owners. Nominees must be members of SHOA in good standing (i.e., not delinquent in homeowner fees and/or special assessments). The nominating committee shall mail a ballot to all Owners no later than December 1 and in conjunction with the call for Annual Meeting. The ballot shall include biographical data on each nominee. Three or more candidates shall be nominated to serve in odd years; two or more candidates shall be nominated to serve in even years. The three candidates in odd years or the two candidates in even years receiving the most votes shall be confirmed as elected members of the Board at the January annual meeting. The Board shall publish the results of the election in the February newsletter.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

D. Resignation and Removal

Any member of the Board may resign voluntarily at any time by providing the Board with written notice of intent to resign, acted upon at a duly convened Board meeting. Since only members of SHOA are eligible to be Board members, it follows that if a Board member ceases to be a unit Owner in the Sunchase Condominium Project, he or she automatically resigns from the Board. Any Board member who fails to attend a minimum of 50% of the regular meetings of the Board of Directors during any six (6) consecutive months shall be considered to have voluntarily resigned.

A member may be removed from the Board by the majority vote of owners during a Special Meeting called for that purpose. A Board vacancy shall be filled for the unexpired term by a majority vote of the remaining Board members. If two (2) or more vacancies occur simultaneously, a special meeting of SHOA shall be called to select and vote for candidates to fill the unexpired terms. In lieu of a special meeting, the election may be held by mailed ballot.

E. Meetings of the Board

The first meeting of the Board following the January Annual Meeting of SHOA shall be an organizational meeting and shall be held within five (5) days thereafter, at such time and place in Austin as shall be fixed by the new Board. No notice shall be necessary to legally constitute such meeting.

All regular monthly meetings of the Board shall be open to any member of SHOA. Items of business shall be taken care of first. If time permits, other concerns from SHOA members shall be discussed. Chairpersons of standing committees are encouraged to attend Board meetings in an ex-officio capacity. Regular meetings of the Board shall be held monthly at a location designated by the President. Notice of each regular meeting shall be posted in the mail room at least forty-eight (48) hours prior to the meeting. As far as possible, pending Board meetings shall be announced in each monthly newsletter. Special meetings or executive sessions of the Board may be called by the President with notice to the Board members stating the time, place, date, and purpose of the meeting which is not required to be open to all homeowners depending upon the nature of business to be considered. Closed meetings will be held to consider actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual unit owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. A quorum shall consist of a majority of Board members for any Board meeting, and a majority vote of the Board members present shall determine the results of Board business transactions. Any vote of the Board that is tied or otherwise deadlocked shall fail.

Either in May or June there shall be a meeting for the purpose of introducing new as well as existing Owners, introducing the Board of Managers, and reviewing current SHOA business.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

F. Waiver of Notice

Attendance at a meeting by any member shall constitute a waiver of notice of such meeting by such member if such member attends the meeting without protesting such lack of notice prior to or at the commencement of such meeting.

G. Action Without Meeting

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a quorum of members consent to the action. Notice of any action taken shall be included in the minutes of the next Board meeting.

H. Duties--General

The Board shall manage and administer the affairs of SHOA and shall have all duties, rights, powers, and authority given to it by the 1993 Uniform Condominium Act of Texas, the Texas Non-Profit Corporation Act, the Declaration of the Sunchase Condominium Project, and these By-Laws. In addition, the Board of Managers shall:

1. Administer the affairs of SHOA and the common elements and common interest of the project and unit Owners. Regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium.

2. Keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the project property and buildings and its administration and specifying the maintenance and repair expenses of the common elements.

   Books, vouchers, and other records regarding these transactions shall be available for examination by unit owners within five (5) days of their request at a mutually agreed time and place. All books and records shall be kept in accordance with generally accepted accounting procedures and shall be audited at least once a year by an independent Certified Public Accounting Firm. The annual audit shall be completed prior to the June Board meeting.

3. Formulate and enforce policies, rules, and regulations which shall become effective upon their publication in the first newsletter after their adoption.

4. Adopt and amend rules regulating the collection of delinquent assessments and the application of payments. Impose late payment fees for assessment payments not received or postmarked by the 15th of the month equal to 10% of the monthly assessment. Impose full late payment fees on partial payments made for less than 95% of the monthly assessment.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

5. Impose reasonable charges for preparing or copying condominium documents or other documents for Owners or representatives of Owners and for services involving transfer of ownership.

6. Provide for the designation, hiring, and removal of employees or other personnel; engage or contract for the services of others, and in general make purchases of labor, materials, and/or services required for the repair, upkeep, maintenance, replacement, protection, insurance, management, or administration of the common elements and other common interests (to include engagement of legal counsel at the discretion of the Board), and perform such other acts not expressly specified by these By-Laws for the orderly and efficient management and administration of this condominium regime.

7. Employ or contract for managerial staff support (Administrator, bookkeeper, or Bookkeeping Service) and in the Board's discretion, delegate thereto any duties of the Board or Officers of the Board to assist with the administrative management of SHOA.

8. Open and maintain bank accounts and designate the signatures required. Approve all expenditures in excess of $500.00 prior to commitment of expense.

9. Manage, control, and otherwise deal with the Common Elements, including the power to temporarily interrupt the normal functioning of the Project, including Common Services, to facilitate performance of any maintenance or repair or the making of additions, alterations, or improvements authorized by the Board or SHOA. In exercising such power of interruption, the Board shall use all reasonable efforts to minimize disruption of operations within the Project.

10. Enforce by any legal or equitable remedies available all obligations of the owners or any of them to SHOA under the provisions of the Act and the Condominium Documents. If an Owner persists in any default in the performance of the foregoing obligations, the Board may without prejudice to any other remedy require such defaulting Owner to post a bond to secure future compliance with such obligations.

11. Institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the Association.

12. Make contracts with or employ individuals in connection with the exercise of any of the powers and duties of the Board. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by the President or a Vice President and the Treasurer or Secretary.

The officers, Representatives, or employees of the Board shall have no personal liability with respect to any contract made by any of them in good faith and on behalf of SHOA.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

Liability of each Owner arising out of any contract or out of the indemnity provided for in Article IX, Indemnification, in favor of the officers and of the Representatives, shall be in proportion to such Owner's General Common Interest.

Every agreement made by any officers or the Board or its employees on behalf of the Project shall provide that the officers, Representatives, or its employees, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be in proportion to such Owner's General Common Interest.

ARTICLE V. DUTIES--OFFICERS

A. The officers of the Association shall be elected by and shall serve until removed by a majority of the Board of Managers and shall include a president, one or more vice presidents, a treasurer, a secretary, and any and all other officers as may be deemed necessary by the Board of Managers. No Board member can hold more than one office. Upon the affirmative vote of a simple majority of the Board members, any officer may be removed, either with or without cause, and a successor may be elected by the Board. As authorized in Paragraph H.6 above, the Board may make contracts in connection with the exercise of any of the powers and duties of the Board as described below.

The Board may, in its discretion, temporarily delegate an officer's duties, at the officer's request, to other members of the Board when circumstances demand that duties be performed to meet timely schedules. Such circumstances may include the illness of an officer or absence due to travel or business and/or personal commitments.

B. President

The President shall be the chief executive officer of the Board. As such, the President shall:

1. Preside at all meetings of homeowners and the Board.

2. Issue the call for all regular and special meetings of the Board and homeowners in accordance with the provisions of Articles III and IV of these By-Laws.

3. Appoint such committees as the Board may in its discretion decide are appropriate to assist in the conduct of the affairs of SHOA.

4. Insure that the requirements set out in the 1993 Texas Uniform Condominium Act, the Texas Non-Profit Corporation Act and other legislation pertaining to condominium regimes, the Declaration for Sunchase Condominium, these By-Laws, and SHOA Rules and Regulations are complied with by the Board and by homeowners.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

5. Delegate additional duties to other Board members.

6. Perform such other duties as may from time to time be imposed upon the President by the Board.

C. Vice President

The Vice President shall:

1. Preside at meetings of the Board and homeowner meetings whenever the President shall be absent.

2. Perform other duties of the President set out in the By-Laws if for any reason the President is unable to perform those duties. If neither the President nor Vice President is able to act, the Board shall appoint some other person to act in the place of the President on an interim basis.

3. Assist Sunchase homeowners and residents in resolving violations of the Condominium Documents. May initiate enforcement procedures in accordance with Board policies to obtain compliance.

4. Perform such other duties as may be imposed upon him or her by the Board or the President.

D. Treasurer

The Treasurer shall have general fiscal responsibility for SHOA. As such, the Treasurer shall:

1. Keep or cause to be kept current true and accurate financial records with full and correct entries of all of SHOA's financial transactions, including all income and expenditures.

2. Deposit or have deposited all monies and other valuable effects in the name of the Board in such depositories as may from time to time be designated by the Board.

3. Sign all checks for disbursement of funds. Two signatures will be required for checks of $500 or more, the second signature being that of the President or other designated Board member. In the absence of the Treasurer, checks may be signed by the President or other designated Board member.

4. Prepare or have prepared monthly billings for homeowner assessments and charges; assess late fees; issue late fee notices. Initiate collection procedures on delinquent accounts in accordance with established Board policies.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

5. Prepare or have prepared monthly and annual financial reports for the Board conforming to current accounting standards. The reports must include a statement of support, revenue, expenses, and changes in fund balances; a statement of functional expenses and balance sheets for all funds.

6. Prepare or have prepared monthly and annual tax reports and payments to meet prescribed deadlines.

7. Coordinate the annual audit of SHOA's financial records with SHOA's Certified Public Accountant.

8. Perform such other duties as may be imposed upon the Treasurer by the President or the Board.

E. Secretary

The Secretary shall:

1. Prepare or have prepared minutes recording the proceedings of the Board and the Association; maintain permanent files on minutes by year.

2. At the direction of the Board, prepare correspondence and reports relevant to the business of SHOA.

3. Maintain permanent records as required by the 1993 Texas Uniform Condominium Act, including voting records, proxies, and correspondence relating to amendments to the declaration and other condominium documents. Maintain other annual files on correspondence, insurance policies, legal opinions, contracts, newsletters, and reports or other documents relevant to the Board or SHOA.

4. Perform such other duties as may from time to time be imposed upon the Secretary by the President or the Board.

ARTICLE VI. COMMITTEES

The following committees may be appointed by the Board of Managers as deemed necessary by the Board for maintaining and preserving the quality of life at Sunchase. Other committees may be appointed as needed.

- o Maintenance/Architectural
- o Pool/Tennis Court

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12584 0198

- o Arbitration/Grievance
- o Insurance
- o Social

A. The Maintenance/Architectural Committee shall:

Monitor all SHOA equipment, building exteriors, and common areas; notify the Board of any needed repairs or replacement of equipment and/or shrubbery; work with the Board in negotiating maintenance contracts; and monitor the performance of any outside contracts, reporting the results of their observations to the Board on a regular basis. Other assignments may be given the Committee by the Board as needed and appropriate.

B. The Pool/Tennis Court Committee shall:

Monitor both pool and tennis court areas; advise the Board of the possible need for repairs or improvements; insure that the general membership is aware of, and abides by, said rules; advise the Board on pool care and the purchase of pool and tennis court supplies.

C. The Arbitration Committee shall:

Arbitrate any grievances between members of SHOA through the most expeditious means, and in conformity with the Condominium Documents, giving both sides a hearing; insure that all parties concerned agree beforehand to abide by this decision of the committee; report any unresolved disputes to the Board for further consideration or legal action if required.

D. The Insurance Committee shall:

Assist the Board in negotiating for insurance coverage as required by the Condominium Act and the Declaration and such other coverage as may be directed by SHOA; review the sufficiency of coverage annually and recommend changes in coverage as required. Other assignments may be given the Committee by the Board as needed and appropriate.

E. The Social Committee shall:

Provide opportunities for homeowners to meet and get acquainted. Organize the social portions of the two general meetings. Inform homeowners of social gatherings.

ARTICLE VIII. REMEDIES

In addition to all other remedies available in the Declaration, By-Laws, at law or in equity, the Board shall discontinue the provision of any and all services, which are paid for by the Association, to a unit which has an Owner who is delinquent in paying any amount owed to the Association, including, but not limited to, electricity, water, insurance, security, and trash disposal. The Board may impose a charge

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TRAVIS COUNTY, TEXAS

for disconnecting and reconnecting water services. The cost of disconnecting and reconnecting the service shall be added to the maintenance fee, secured by the lien for the payment thereof, and subject to all remedies for the collection thereof.

ARTICLE VIII. AMENDMENTS

These By-Laws may be altered or amended at a general or special meeting of the SHOA, at least fifteen (15) days after the proposed alteration or amendment has been circulated among the membership in written form. A majority vote, fifty-one percent (51%), including proxies, of the available votes shall be required to alter or amend these By-Laws. Approved Amendments shall be effective on the date they are recorded with the Travis County Clerk.

ARTICLE IX. INDEMNIFICATION

The Owners shall defend, save harmless, and indemnify each officer and Member past, present, and future, against all costs, expenses, and liabilities, including the amounts of judgments, amounts paid in compromise settlements, and amounts paid for services of counsel and other related expenses, which may be incurred by or imposed on them in connection with any claim, action, suit, proceeding, investigation, or inquiry hereafter made, instituted, or threatened in which they may be involved as a part or otherwise by reasons of any act or omission permitted, undertaken, authorized, or approved by them while acting in their capacity as an officer or Member whether or not they have continued in such capacity until or beyond the time such costs, expenses, or liabilities are incurred or imposed. Provided, however, no such indemnity may be required of any Owner for any such costs, expenses, or liabilities, so imposed or incurred as relate to matters regarding which such officer or Member shall, in such action, suit, or proceeding, be finally adjudged to be liable by reason of their own individual, willful, gross misconduct, gross negligence, or action taken in bad faith or plainly contrary to clear and express provisions of the Act or the Condominium Documents. The foregoing right of indemnification shall not be exclusive of other rights to which any such officer or Member may be entitled to as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and other legal representatives of each such officer and Member.

ARTICLE X. SEVERABILITY

If any article, paragraph, sentence, clause, or phrase of these By-Laws or the application thereof in any circumstance shall be held legally invalid or unenforceable, the validity or enforceability of the remainder of these By-Laws or the application of any such article, paragraph, sentence, clause, or phrase in any circumstance shall not be affected thereby.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12584 0200

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS IS TO CERTIFY that the foregoing By-Laws of Sunchase Homeowners Association was adopted by a majority vote of the homeowners of Sunchase Condominium, such vote being ratified at the 1995 Annual Meeting of Sunchase Homeowners Association on December 11, 1995.

Barbara Bump, President

Doris A. Sauls, Secretary

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12th day of December, 1995, by Barbara Bump in her above stated capacity.

GRETA SELLERS
Notary Public, State of Texas
My Commission Expires Apr. 30, 1997

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12th day of December, 1995, by Doris A. Sauls in her above stated capacity.

GRETA SELLERS
Notary Public, State of Texas
My Commission Expires Apr. 30, 1997

Notary Public in and for the State of Texas

SUNCHASE HOMEOWNERS ASSOCIATION
9009 North Plaza #100
Austin, TX 78753

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

FILED

95 DEC 14 PM 12: 23

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

DEC 14 1995

COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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BYLAWS
of the
SUNCHASE HOMEOWNERS ASSOCIATION, INC

ARTICLE I. INTRODUCTION

A. The Council of Owners of Sunchase Condominium hereby amends the Bylaws of SUNCHASE HOMEOWNERS ASSOCIATION, INC (SHOA), a nonprofit incorporated association. These Bylaws supersede all previous Bylaws for Sunchase Condominium.

B. Terms used in these Bylaws have the same definition as given in the Declaration.

C. The Project Property and the use and occupancy thereof and all Owners, mortgagees, tenants, and occupants of Condominiums and their employees, and any other persons who may use the facilities of the Project in any manner are subject to the Condominium Documents and all covenants, agreements, restrictions, easements, and declarations therein contained. The acceptance of a deed or a lease or the use or occupancy of a Condominium shall constitute an agreement that the Condominium Documents are accepted, ratified, and adopted by such grantee, lessee, user, and/or occupant and that all terms, conditions, agreements, and covenants contained in the Condominium Documents will be complied with fully by such party.

D. The SHOA office shall be located in Austin, Texas.

ARTICLE II. MEMBERSHIP

A. Each owner of a condominium unit in this condominium project and regime shall automatically be a member of SHOA and shall remain a member thereof until such time as such ownership ceases. Upon transfer of ownership of any condominium unit, however accomplished, the new owner acquiring or succeeding to such ownership interest shall likewise automatically become a member of SHOA. The termination of membership, as provided for herein, shall not relieve any owner of any liability for such acts or defaults under the Declaration, Bylaws, or Rules and Regulations, prior to the time of the termination of membership.

B. SHOA shall be the governing and administrative body for the protection, preservation, upkeep, maintenance, repair, and/or replacement of all Common Elements and the government, operation, and administration of this condominium regime.

C. The members of SHOA, by virtue of ownership of a condominium unit in this condominium regime, agree to abide by and uphold these Bylaws, the Declaration, and other condominium documents.

D. As required by the 1993 Texas Uniform Condominium Act, within 30 days of acquiring an interest in a unit, the Owner shall provide SHOA with (1) the Owner's mailing address, telephone number, and driver's license number; (2) the name and address of the holder of any lien against the unit, and any loan number; (3) the name and telephone number of any person occupying the unit other than the unit owner; and (4) the name, address, and telephone number of any person managing the unit as agent of the unit owner. The Owner shall notify SHOA of changes in any of the required information

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within 30 days of the change and shall provide the information on request by SHOA from time to time.

ARTICLE III. SHOA MEETINGS

A. General Meetings of the Owners

There shall be one general meeting of SHOA each calendar year in January. The new Board will be given an opportunity to meet and address the membership. Notice of the January meeting shall be issued at least thirty (30) days prior to the meeting. Notice shall be effective as of the time that it is deposited, postage prepaid, first class mail, addressed to the Owner at the last known address as contained in the files of the Association, whether or not actually received by the Owner.

B. Special Meetings of the Owners

Special meetings of SHOA may be called by the Board President or by request of at least two (2) board members or by a petition of ten percent (10%) of the available votes of SHOA. Notice of Special Meetings shall be in writing and mailed to each SHOA member at least fifteen (15) days prior to the meeting and posted in the mail room at least three (3) days prior to said meeting. No action on any business other than that stated in said notice shall be conducted at any special meeting. Notice shall be effective as of the time that it is deposited, postage prepaid, first class mail, addressed to the Owner at the last known address as contained in the files of the Association, whether or not actually received by the Owner.

C. Place of Meetings

The annual and all special SHOA meetings shall be held at such place in Austin as the Board may designate.

D. Waiver of Notice

Attendance of an Owner at a meeting shall constitute a waiver of notice of such m eting if such Owner attends the meeting without protesting such lack of notice prior to or at the c mencement of such meeting.

E. Quorum

A quorum of unit Owners for any SHOA meeting shall be constituted by Owners present o proxy representing fifty-one percent (51%) of the total votes set forth in Exhibit "B," Schedule "A of the Sunchase Declaration as amended.

F. Except as otherwise provided in the Declaration, the vote of fifty-one percent (51%) of the total votes, as set forth in Exhibit B, shall be binding upon the Board and all Owners as to any matter within the powers of the Council.

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G. Order of Business

The order of business at all meetings of SHOA shall be determined by the President or presiding officer at each meeting and shall follow a written agenda. The presiding officer at each meeting may limit discussion on any one subject by any one member to a reasonable time not less than five minutes. The presiding officer may require that topics for new business be submitted to the Secretary at least one day prior to the meeting to provide for proper allocation of time. The presiding officer may have members ejected or terminate their participation in a meeting for disruptive behavior.

ARTICLE IV. BOARD OF MANAGERS

A. Membership

The affairs of SHOA shall be managed by an executive board consisting of five (5) members. The board shall be elected from the SHOA membership in accordance with Article IV, Section C of these Bylaws and shall serve without pay or compensation for such term as specified by these Bylaws.

B. Term of Office

The SHOA Board of Managers shall serve two (2) calendar years in office (January 1-December 31) from the time of their election by the members of SHOA. Terms of members shall be staggered, so that three candidates shall be elected for two-year terms beginning in odd years, and two candidates shall be elected for two-year terms beginning in even years.

C. Election of Board Members

Members of the Board of Managers shall be elected by mail ballot prior to the end of the year. The Board shall appoint a nominating committee no later than September 1. The Board shall also appoint an Election Committee of at least three (3) people to count the ballots and determine the results of the election. No member of the Nominating Committee shall serve on the Election Committee.

The Nominating Committee will solicit nominations from Owners and may nominate other candidates. The committee may only reject a nomination if the nominee cannot serve on the Board or if the nominee is delinquent in payment of assessments. The committee shall invite nominations by placing an article in the newsletter and by posting an announcement in the mail room. The newsletter shall include a nomination form adopted by the Board. The deadline for Owners to send in nominations must be more than fifteen (15) days after the newsletter is mailed. The Nominating Committee shall contact each nominee to ensure he or she will serve. The Nominating Committee shall mail a ballot with the names of all qualified nominees to each Owner at least thirty (30) days prior to the date the ballots are due. The ballot shall include biographical data on each nominee. The mailing shall include a return envelope addressed to the Election Committee, marked as containing a ballot, and identifying the unit. The Board must adopt and maintain a standard ballot form for all Board elections. The ballots must be received by a date in December specified by the Nominating Committee, but not later than December 10. The committee shall nominate at least as many candidates as must be elected to fill the Board. Upon mailing the ballot to all owners, the Nominating Committee shall dissolve.

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At least two weeks prior to the deadline for returning ballots, the Election Committee shall attempt to contact all owners who have not returned ballots to remind them to do so. The day after the ballots are due, the Election Committee shall meet and count the ballots. No ballots shall be accepted after the due date. Those candidates receiving the most votes shall fill the vacancies on the Board. The Election Committee shall contact all candidates and the members of the Board to advise them of the outcome. When all candidates have been contacted or within five (5) days of counting the ballots, the Election Committee shall provide a written report of the election results to the Board. The report shall include the tally sheets used to count the votes and shall include a log showing the Committee's attempts to contact the candidates. The Committee shall also post the results of the election in the mail room.

D. Resignation and Removal

Any member of the Board may resign voluntarily at any time by providing the Board with written notice of intent to resign, acted upon at a duly convened Board meeting. Since only members of SHOA are eligible to be Board members, it follows that if a Board member ceases to be a unit Owner in the Sunchase Condominium Project, he or she automatically resigns from the Board. Any Board member who fails to attend a minimum of 50% of the regular meetings of the Board of Directors during any six (6) consecutive months shall be considered to have voluntarily resigned.

A member may be removed from the Board by the majority vote of owners during a Special Meeting called for that purpose. A Board vacancy shall be filled for the unexpired term by a majority vote of the remaining Board members. If two (2) or more vacancies occur simultaneously, a special meeting of SHOA shall be called to select and vote for candidates to fill the unexpired terms. In lieu of a special meeting, the election may be held by mailed ballot.

E. Meetings of the Board

Meetings of the Board shall be held monthly at a location in Austin designated by the President. Notice of each regular Board meeting shall be posted in the mail room at least forty-eight (48) hours prior to the meeting. A proposed agenda shall be included. Whenever possible, pending Board meetings shall be announced in each monthly newsletter and should include a tentative agenda. At the start of a meeting the Board must present the agenda. This agenda must include all items of business on the posted agenda. If time permits and the Board agrees, other concerns from SHOA members may be discussed. Chairpersons of standing committees are encouraged to attend Board meetings in an ex-officio capacity.

The order of business at all Board meetings shall be determined by the President or presiding officer at each meeting and shall follow a written agenda. The presiding officer at each meeting may limit discussion on any one subject by any one member to a reasonable time of not less than five minutes. To provide for proper allocation of time, the Board may require that topics for new business be submitted to the Secretary at least one day prior to the meeting. Such requirement shall be included in the posted agenda. The presiding officer may have members ejected or terminate their participation in a meeting for disruptive behavior.

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Meetings of the Board must be open to all SHOA members, subject to the right of the Board to adjourn a meeting of the Board and reconvene in closed executive session to consider actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual SHOA members or unit residents, or matters that are to remain confidential by request of the affected parties and by agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open Board meeting [TUCA 82.108.b]. If necessary or convenient an executive session may commence or conclude on a date after the open Board meeting in which it was announced, but prior to the next meeting of the Board. An executive session is an extension of the open Board meeting in which it was announced. An executive session may only consider the items of business previously announced. The times and dates of each executive session, the names of the Board members present, and the results of any votes taken must be added to the minutes of the open Board meeting in which it was announced.

Special meetings of the Board may be called by the President with notice to the Board members stating the time, place, date, and purpose of meeting.

For any Board meeting, a quorum shall consist of a majority of Board members [TUCA 82.109b]. A majority vote of the Board members present shall determine the results of Board business transactions. Any vote of the Board that is tied or otherwise deadlocked shall fail.

The Board shall add to the agenda of the Board meeting in either May or June an opportunity to introduce new as well as existing SHOA members, to introduce the Board of Managers, and to review current SHOA business.

Within five (5) days after the ballots cast for a Board election have been counted, the new Board shall meet to elect officers, designate bank signatories (which forms must be in place by January 1), describe the duties of the offices to the new officers, set dates for the next year's regular Board meetings, and finalize the agenda for the Annual Meeting of SHOA. The meeting shall be called by the incumbent president and held in a place in Austin designated by the incumbent president. The new officers and board members begin their official duties on January 1.

F. Waiver of Notice

Attendance at a meeting by any member shall constitute a waiver of notice of such meeting by such member if such member attends the meeting without protesting such lack of notice prior to or at the commencement of such meeting.

G. Action Without Meeting

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a quorum of members consent to the action. Notice of any action taken shall be included in the minutes of the next Board meeting.

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H. Duties—General

The Board shall manage and administer the affairs of SHOA and shall have all duties, rights, powers, and authority given to it by the 1993 Uniform Condominium Act of Texas, the Texas Non-Profit Corporation Act, the Declaration of the Sunchase Condominium Project, and these Bylaws. In addition, the Board of Managers shall:

1. Administer the affairs of SHOA and the common elements and common interest of the project and unit Owners. Regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium.

2. Keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the project property and buildings and its administration and specifying the maintenance and repair expenses of the common elements.

   Books, vouchers, and other records regarding these transactions shall be available for examination by unit owners within five (5) days of their request at a mutually agreed time and place. All books and records shall be kept in accordance with generally accepted accounting procedures and shall be audited at least once a year by an independent Certified Public Accounting Firm. The annual audit shall be completed prior to the June Board meeting.

3. Formulate and enforce policies, rules, and regulations which shall become effective upon their publication in the first newsletter after their adoption.

4. Adopt and amend rules regulating the collection of delinquent assessments and the application of payments. Impose late payment fees for assessment payments not received or postmarked by the 15th of the month equal to 10% of the monthly assessment. Impose full late payment fees on partial payments made for less than 95% of the monthly assessment.

5. Impose reasonable charges for preparing or copying condominium documents or other documents for Owners or representatives of Owners and for services involving transfer of ownership.

6. Provide for the designation, hiring, and removal of employees or other personnel; engage or contract for the services of others, and in general make purchases of labor, materials, and/or services required for the repair, upkeep, maintenance, replacement, protection, insurance, management, or administration of the common elements and other common interests (to include engagement of legal counsel at the discretion of the Board), and perform such other acts not expressly specified by these Bylaws for the orderly and efficient management and administration of this condominium regime.

7. Employ or contract for managerial staff support (Administrator, bookkeeper, or Bookkeeping Service) and in the Board's discretion, delegate thereto any duties of the Board or Officers of the Board to assist with the administrative management of SHOA.

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8. Open and maintain bank accounts and designate the signatures required. Approve all expenditures in excess of $500.00 prior to commitment of expense.

9. Manage, control, and otherwise deal with the Common Elements, including the power to temporarily interrupt the normal functioning of the Project, including Common Services, to facilitate performance of any maintenance or repair or the making of additions, alterations, or improvements authorized by the Board or SHOA. In exercising such power of interruption, the Board shall use all reasonable efforts to minimize disruption of operations within the Project.

10. Enforce by any legal or equitable remedies available all obligations of the owners or any of them to SHOA under the provisions of the Act and the Condominium Documents. If an Owner persists in any default in the performance of the foregoing obligations, the Board may without prejudice to any other remedy require such defaulting Owner to post a bond to secure future compliance with such obligations.

11. Institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the Association.

12. Make contracts with or employ individuals in connection with the exercise of any of the powers and duties of the Board. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by the President or a Vice President and the Treasurer or Secretary.

The officers, Representatives, or employees of the Board shall have no personal liability with respect to any contract made by any of them in good faith and on behalf of SHOA. Liability of each Owner arising out of any contract or out of the indemnity provided for in Article IX, Indemnification, in favor of the officers and of the Representatives, shall be in proportion to such Owner's General Common Interest.

Every agreement made by any officers or the Board or its employees on behalf of the Project shall provide that the officers, Representatives, or its employees, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be in proportion to such Owner's General Common Interest.

ARTICLE V. DUTIES--OFFICERS

A. The officers of the Association shall be elected by and shall serve until removed by a majority of the Board of Managers and shall include a president, one or more vice presidents, a treasurer, a secretary, and any and all other officers as may be deemed necessary by the Board of Managers. No Board member can hold more than one office. Upon the affirmative vote of a simple majority of the Board members, any officer may be removed, either with or without cause, and a successor may be elected

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by the Board. As authorized in Paragraph H.6 above, the Board may make contracts in connection with the exercise of any of the powers and duties of the Board as described below.

The Board may, in its discretion, temporarily delegate an officer's duties, at the officer's request, to other members of the Board when circumstances demand that duties be performed to meet timely schedules. Such circumstances may include the illness of an officer or absence due to travel or business and/or personal commitments.

B. President

The President shall be the chief executive officer of the Board. As such, the President shall:

1. Preside at all meetings of homeowners and the Board.

2. Issue the call for all regular and special meetings of the Board and homeowners in accordance with the provisions of Articles III and IV of these Bylaws.

3. Appoint such committees as the Board may in its discretion decide are appropriate to assist in the conduct of the affairs of SHOA.

4. Insure that the requirements set out in the 1993 Texas Uniform Condominium Act, the Texas Non-Profit Corporation Act and other legislation pertaining to condominium regimes, the Declaration for Sunchase Condominium, these Bylaws, and SHOA Rules and Regulations are complied with by the Board and by homeowners.

5. Delegate additional duties to other Board members.

6. Perform such other duties as may from time to time be imposed upon the President by the Board.

C. Vice President

The Vice President shall:

1. Preside at meetings of the Board and homeowner meetings whenever the President shall be absent.

2. Perform other duties of the President set out in the Bylaws if for any reason the President is unable to perform those duties. If neither the President nor Vice President is able to act, the Board shall appoint some other person to act in the place of the President on an interim basis.

3. Assist Sunchase homeowners and residents in resolving violations of the Condominium Documents. May initiate enforcement procedures in accordance with Board policies to obtain compliance.

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4. Perform such other duties as may be imposed upon him or her by the Board or the President.

D. Treasurer

The Treasurer shall have general fiscal responsibility for SHOA. As such, the Treasurer shall:

1. Keep or cause to be kept current true and accurate financial records with full and correct entries of all of SHOA's financial transactions, including all income and expenditures.

2. Deposit or have deposited all monies and other valuable effects in the name of the Board in such depositories as may from time to time be designated by the Board.

3. Sign all checks for disbursement of funds. Two signatures will be required for checks of $500 or more, the second signature being that of the President or other designated Board member. In the absence of the Treasurer, checks may be signed by the President or other designated Board member.

4. Prepare or have prepared monthly billings for homeowner assessments and charges; assess late fees; issue late fee notices. Initiate collection procedures on delinquent accounts in accordance with established Board policies.

5. Prepare or have prepared monthly and annual financial reports for the Board conforming to current accounting standards. The reports must include a statement of support, revenue, expenses, and changes in fund balances; a statement of functional expenses and balance sheets for all funds.

6. Prepare or have prepared monthly and annual tax reports and payments to meet prescribed deadlines.

7. Coordinate the annual audit of SHOA's financial records with SHOA's Certified Public Accountant.

8. Perform such other duties as may be imposed upon the Treasurer by the President or the Board.

E. Secretary

The Secretary shall:

1. Prepare or have prepared minutes recording the proceedings of the Board and the Association; maintain permanent files on minutes by year.

2. At the direction of the Board, prepare correspondence and reports relevant to the business of SHOA.

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TRAVIS COUNTY, TEXAS

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3. Maintain permanent records as required by the 1993 Texas Uniform Condominium Act, including voting records, proxies, and correspondence relating to amendments to the declaration and other condominium documents. Maintain other annual files on correspondence, insurance policies, legal opinions, contracts, newsletters, and reports or other documents relevant to the Board or SHOA.

4. Perform such other duties as may from time to time be imposed upon the Secretary by the President or the Board.

ARTICLE VI. COMMITTEES

The following committees may be appointed by the Board of Managers as deemed necessary by the Board for maintaining and preserving the quality of life at Sunchase. Other committees may be appointed as needed.

- Maintenance/Architectural
- Pool/Tennis Court
- Arbitration/Grievance
- Insurance
- Social

A. The Maintenance/Architectural Committee shall:

Monitor all SHOA equipment, building exteriors, and common areas; notify the Board of any needed repairs or replacement of equipment and/or shrubbery; work with the Board in negotiating maintenance contracts; and monitor the performance of any outside contracts, reporting the results of their observations to the Board on a regular basis. Other assignments may be given the Committee by the Board as needed and appropriate.

B. The Pool/Tennis Court Committee shall:

Monitor both pool and tennis court areas; advise the Board of the possible need for repairs or improvements; insure that the general membership is aware of, and abides by, said rules; advise the Board on pool care and the purchase of pool and tennis court supplies.

C. The Arbitration Committee shall:

Arbitrate any grievances between members of SHOA through the most expeditious means, and in conformity with the Condominium Documents, giving both sides a hearing; insure that all parties concerned agree beforehand to abide by this decision of the committee; report any unresolved disputes to the Board for further consideration or legal action if required.

D. The Insurance Committee shall:

Assist the Board in negotiating for insurance coverage as required by the Condominium Act and the Declaration and such other coverage as may be directed by SHOA; review the sufficiency of coverage

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annually and recommend changes in coverage as required. Other assignments may be given the Committee by the Board as needed and appropriate.

E. The Social Committee shall:

Provide opportunities for homeowners to meet and get acquainted. Organize the social portions of the two general meetings. Inform homeowners of social gatherings.

ARTICLE VII. REMEDIES

In addition to all other remedies available in the Declaration, Bylaws, at law or in equity, the Board shall discontinue the provision of any and all services, which are paid for by the Association, to a unit which has an Owner who is delinquent in paying any amount owed to the Association, including, but not limited to, electricity, water, insurance, security, and trash disposal. The Board may impose a charge for disconnecting and reconnecting water services. The cost of disconnecting and reconnecting the service shall be added to the maintenance fee, secured by the lien for the payment thereof, and subject to all remedies for the collection thereof.

ARTICLE VIII. AMENDMENTS

These Bylaws may be altered or amended at a general or special meeting of the SHOA, at least fifteen (15) days after the proposed alteration or amendment has been circulated among the membership in written form. A majority vote, fifty-one percent (51%), including proxies, of the available votes shall be required to alter or amend these Bylaws. Approved Amendments shall be effective on the date they are recorded with the Travis County Clerk.

ARTICLE IX. INDEMNIFICATION

The Owners shall defend, save harmless, and indemnify each officer and Member past, present, and future, against all costs, expenses, and liabilities, including the amounts of judgments, amounts paid in compromise settlements, and amounts paid for services of counsel and other related expenses, which may be incurred by or imposed on them in connection with any claim, action, suit, proceeding, investigation, or inquiry hereafter made, instituted, or threatened in which they may be involved as a part or otherwise by reasons of any act or omission permitted, undertaken, authorized, or approved by them while acting in their capacity as an officer or Member whether or not they have continued in such capacity until or beyond the time such costs, expenses, or liabilities are incurred or imposed. Provided, however, no such indemnity may be required of any Owner for any such costs, expenses, or liabilities, so imposed or incurred as relate to matters regarding which such officer or Member shall, in such action, suit, or proceeding, be finally adjudged to be liable by reason of their own individual, willful, gross misconduct, gross negligence, or action taken in bad faith or plainly contrary to clear and express provisions of the Act or the Condominium Documents. The foregoing right of indemnification shall not be exclusive of other rights to which any such officer or Member may be entitled to as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and other legal representatives of each such officer and Member.

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13008 0019

ARTICLE X. SEVERABILITY

If any article, paragraph, sentence, clause, or phrase of these Bylaws or the application thereof in any circumstance shall be held legally invalid or unenforceable, the validity or enforceability of the remainder of these Bylaws or the application of any such article, paragraph, sentence, clause, or phrase in any circumstance shall not be affected thereby.

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS IS TO CERTIFY that the foregoing Bylaws of Sunchase Homeowners Association was adopted by a majority vote of the homeowners of Sunchase Condominium by mail ballot, such vote being ratified at a special meeting of the Board of Managers on August 26, 1997.

Doris A. Sauls, President, Board of Managers

Suzy Gallagher, Corporate Secretary

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 26 day of August, 1997, by Doris A. Sauls in her above stated capacity.

JIM DUNNAHOO
NOTARY PUBLIC
State of Texas
Comm Exp 08-04-2001

Jim Dunnahoo
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 26 day of August, 1997, by Suzy Gallagher, in her above stated capacity.

JIM DUNNAHOO
NOTARY PUBLIC
State of Texas
Comm Exp 08-04-2001

Jim Dunnahoo
Notary Public in and for the State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13008 0020

After recording, return to:
Doris A. Sauls
SUNCHASE HOMEOWNERS ASSOCIATION
9009 North Plaza #100
Austin, TX 78753

FILED

97 AUG 28 AM 11:05

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

AUG 28 1997

COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT#: A00084227 TRANS#: A4295 DEPT: REGULAR RECORD $33.00
CASHIER: BATHU FILE DATE: 8/28/97 TRANS DATE: 8/28/97
PAID BY: CHECK# 1421

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13008 0021

OTHER 2006236992
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STATE OF TEXAS
COUNTY OF TRAVIS

RULES AND REGULATIONS
SUNCHASE HOMEOWNERS ASSOCIATION, INC.

The Declaration for Courtlandt Place (now known as Sunchase) Condominiums is recorded in Volume 4, Page 179 of the Condominium Records of Travis County, Texas, (together with all subsequent amendments, the "Declaration"); and the Bylaws of Sunchase Homeowners Association, Inc. (the "Bylaws") are recorded in Vol. 13008, Page 9, Real Property Records of Travis County, Texas; and

The Bylaws grant the Board of Directors the authority to act on behalf of and adopt rules and regulations for the association, and the following rules are hereby adopted as supplemental rules to those previously-adopted rules attached as Exhibit A.

1. **Association Entry, General.** From time to time association representatives may (but have no obligation to) enter units to inspect for damage, leaks, and maintenance status of units including hot water heaters, washers and dryers, and other plumbing matters. Per the Declaration, association representatives have a right of access upon 24 hours notice for non-emergency situations (with immediate access rights for emergency situations.) Per the Declaration the association also has the right to require owners to furnish the Board duplicate keys to the units to assist with access.

   Owners must maintain their units, including the hot water heater, plumbing and washer/dryer. If the association elects to have water heaters or other aspects of units inspected from time to time, upon receipt of notice from the association, Owners must promptly (by the deadline stated in the notice from the association) make repairs to the units as recommended by the association's inspector, and provide the association with confirmation of completion of the work.

2. **Vacant/Unoccupied Units.**

   a. **Unoccupied units, general**. If a unit will remain unoccupied for any three week period (or longer), the owner of the unit must give written notice to the association of this fact and give notice of the time period that the unit will be unoccupied, and must provide the Board with a duplicate key to the unit. Owners must inspect (or have representative of the owner inspect) vacant units at least monthly. All unoccupied units must have their windows and doors shut and locked at all times.

   b. **Utilities for unoccupied units**. From October 1 to March 31, owners must either
      i. have the unit winterized, with water turned off and all lines drained (including washer dryer, water heater, and all other plumbing lines), and provide the association written confirmation of such winterization no later than October 15 of each year; or

      ii. keep the heater functional, turned on, and set at no lower than sixty-five degrees at all times, with all cabinets open under sinks

3. **Freezing weather.** Units owners are solely responsible for all damages, including to the owners' unit and other units, due to burst pipes as a result of freezes. If damage due to burst pipes is covered by association insurance, the owner whose unit's pipe burst is solely responsible for any insurance deductible. It is the unit owners' responsibility to take the necessary precautions to keep pipes from malfunctioning or bursting in a freeze, including dripping indoor and outdoor faucets as necessary and wrap external; pipes, etc.

4. **Right to cure owner default.** At its option, and without obligation to do so, the association, upon 10 days written notice to the owner, shall have the right to cure any owner's or unit's violation of the declaration, bylaws, rules, or any governing document, and the owner shall be liable for the costs of such work, plus a reasonable administrative fee, and the amount due will be considered a Co-Owner Charge as defined in the Declaration.

5. **Notices.** All notices to the association must be sent in care of the association's managing agent at the time. All notices to owners must be sent to the last address in the association records for that owner. Owner's are responsible for updating their address with the association **in writing**.

Executed this 20th day of November, 2006.

Sunchase Homeowners Association, Inc.

By: Quilla D. Bell

Title: President

Exhibit A: Previously-adopted rules

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on November 20, 2006 by Quilla Bell.

Notary Public for the State of Texas
Printed name of notary JOANN Wyrick
My commission expires November 27, 2010

JOANN MARIE WYRICK
My Commission Expires
November 27, 2010

After recording, please return to:
Niemann & Niemann, L.L.P.
1122 Colorado St., Suite 313
Austin, Texas 78701

FileServer:CLIENTS:Sunchase: Rules10-06.doc

Exhibit A
(23 pages)

POLICIES OF THE BOARD OF MANAGERS

SUNCHASE HOMEOWNERS ASSOCIATION, INC.

Selected Policies Relevant to Homeowners

PARKING AND MOTOR VEHICLE RULES
Sunchase Homeowners Association, Inc.
1997

A Sunchase resident may park (1) in his or her assigned carport or garage, or (2) in any line-marked parking space on the inner streets of the complex. Guests of a Sunchase resident may park in their host's carport or garage, (2) in any line-marked parking space on the inner streets of the complex, or (3) in the spaces designated for visitor parking in front of the pool (unless visiting for an extended period of time or visiting on a daily basis or more than four times a week). Sunchase residents may not park in the spaces designated for visitor parking in front of the pool. No car may be parked in a guest space for more than 12 hours (the 12-hour rule is not enforced on weekends except for visitor spaces in front of the pool). No parking is permitted along red curbs, on the grass, or in any area that is not a line-marked parking space. Vehicles parked in line-marked spaces must be operable, must have current licenses or inspection stickers, and must occupy no more than one parking space. Double parking beside a carport or garage is prohibited if the vehicle extends into the street.

No boats, trailers, campers or motor homes may be parked on or within the complex, except within carports or garages.

Arrangements for temporary parking needs not accommodated by the parking rules may be made with the Board of Managers.

Parking rules are enforced by the Declaration for Sunchase Condominium and the Rules and Regulations for Sunchase Homeowners Association, Inc. Additionally, Texas parking and towing laws (Article 6701-2, Vernon's Civil Statutes, amended 01/01/94) are enforced. The law provides that a vehicle may be towed without warning at the owner's or operator's expense if it (1) is in or obstructs a vehicular traffic aisle, entry, or exit of the complex; (2) prevents a vehicle from exiting a parking space in the complex; or (3) is parked, stored, or situated in or on the premises without the consent of SHOA (in effect, in violation of any of SHOA's parking or vehicle rules).

Towing from the premises may only be authorized by the Board of Managers or its representative. Any vehicle blocking entrance to or exit from carports or garages is to be reported to Doris Sauls (339-8170) or Suzy Gallagher (339-2085) who will arrange for towing if the resident is unable to identify the owner/operator of the vehicle.

The towing agent for Sunchase Homeowners Association is J & J Towing, 512/462-2244. As required by law, the towing company's telephone is answered 24 hours a day to enable any owner/operator to locate a towed vehicle.

On page 2 are excerpts from SHOA's Declaration and Rules and Regulations that apply to motor vehicle and parking regulations.

SUNCHASE HOMEOWNERS ASSOCIATION, INC.
Motor Vehicle and Parking Regulations, 01/01/94

Declaration of Sunchase Condominium

Article 7.13(G): No motor vehicles or gasoline propelled devices or vehicles that create excessive noise or air turbulence shall be allowed to be operated within or about the Project Property, and all such vehicles shall have fully operative mufflers.

Article 7.13(H): No boats, airplanes, campers or motor homes shall be allowed to be parked on or within the Project Property, except within the carport {or garage] of the owner thereof.

Article 7.13(M): Any car owned by a Co-Owner or other occupant of a Unit shall be housed in the carport or garage attached to the Unit owned by such Co-Owner or occupied by such other occupant. No automobile owned by a Co-Owner may be parked in a guest area more than twelve (12) hours.

Rules and Regulations of Sunchase Homeowners Association, Inc.

II.A. Registration of Vehicles. For purposes of security and for parking space control, each vehicle, boat, or trailer brought anywhere onto the project by a resident or a member of the resident's household must be registered with Sunchase Homeowners Association.

II.B. Parking

1. **Parking spaces are for residents and invited guests only. Unauthorized vehicles will be towed at the owner's expense.**
2. **The residents, the members of their households, their employees and guests, will obey the parking regulations marked on curbs or posted in the common area, as well as any other traffic regulations promulgated in the future for the safety, comfort, and convenience of Sunchase residents. Vehicles parked in no-parking zones (red curbs) will be towed away at the owner's expense.**
3. **No resident may permit his guests or members of his household to use carports or garages owned by other residents without the permission of the other residents. Vehicles parked without permission in carports owned by other residents will be towed away at the owner's expense without notice upon complaint of the other resident.**
4. **Vehicles belonging to nonresidents will not be allowed on the premises for extended periods of time without prior arrangements with the Board.**
5. **The following are prohibited in the common area of the property: (1) vehicles inoperable due to flat tires or other conditions; (2) vehicles with an expired license or inspection sticker; and (3) vehicles taking more than one parking space. Such vehicles will be towed at owner's expense.**
6. **No vehicle belonging to any owner, resident, guest, or employee of a resident shall be parked in such manner as to impede or prevent ready access to another resident's carport or garage.**

II.C. Speed Limit. The speed limit within the confines of the complex shall not exceed fifteen (15) miles per hour.

SUNCHASE HOMEOWNERS ASSOCIATION, INC.STATEMENT OF ASSOCIATION POLICY
EFFECTIVE DATE: February 8, 1995

Procedures for the Collection of Delinquent Assessments

Section 1. All assessments, or assessment installments, not received by the Association or postmarked by the 15th day of the month shall be deemed delinquent and the bookkeeper shall notify the homeowner of the delinquency by regular U.S. Mail. A late fee of 10% of the assessment will be charged each delinquent account. A copy of the notification shall be placed in the Association records for the unit.

Section 2. The bookkeeper shall send the homeowner a second notice on the 25th of the month, with billing for the following month, by regular U.S. Mail if the assessment is unpaid. The past due assessment shall be designated delinquent.

Section 3. On the 5th day of the month following payment due date, the treasurer shall send the homeowner a Notice of Intent to Turn off Water, notifying the homeowner that the water to the unit will be turned off on the 15th day of the month if full payment of the delinquent amount is not received by the Association. The notice shall be sent by regular mail and by certified mail, return receipt requested. One copy of the notification with notation of the certification number shall be given to the Secretary for the Association records for the unit. The return receipt shall be returned to the Secretary..

Section 5. If the delinquent assessment is not received by the Association by the 15th of the month, the water to the unit shall be turned off on the 16th day and locked until payment is received.

Section 6. If the account is unpaid and water is turned off, on the 16th of the month the treasurer shall notify the homeowner of intent to file foreclosure proceedings in accordance with Section 51.002 of Vernon's Texas Code Annotated. Such notice shall be sent by regular mail and by certified mail, return receipt requested. One copy of the notice shall be placed in the secretary's records for the unit. The return receipt shall be returned to the secretary for the record.

Section 7. Legal counsel shall be, and is hereby authorized to commence foreclosure proceedings against any homeowner who remains delinquent 20 days after receiving the notice provided for in Section 6.

SUNCHASE HOMEOWNERS ASSOCIATION, INC.
STATEMENT OF ASSOCIATION POLICY
EFFECTIVE DATE: November 14, 1995

Assessment of Late Fee

Section 1. All assessments not received by the Association by the 15th day of the month by deposit in the drop box in the mail room or received by mail postmarked by the 15th shall be deemed delinquent, and a late fee equal of 10% of the monthly homeowner assessment (and monthly Cable Television special assessment, if applicable), shall be charged the homeowner. A late notice will be mailed to the homeowner on the 17th day of the month and a copy placed in the Association records for the unit.

Section 2. A late fee will not be charged on an assessment payment received on time as defined in Section 1 if the payment is at least 95% of the amount due on a current account. If the payment is less than 95% of the amount due, a late fee equal to 10% of the full monthly assessment will be charged the homeowner.

Section 3. Late fees may not be charged on cumulative delinquent balances, past due late fees, or anything other than the current month's past due monthly homeowner assessment (and monthly Cable Television special assessment, if applicable).

Section 4. Any payment received on a delinquent account shall be first applied to the past due balance, and a late fee shall be assessed on the current month's assessment payable if not covered by the payment, in accordance with procedures defined in Sections 1 and 2.

SUNCHASE HOMEOWNERS ASSOCIATION, INC.
STATEMENT OF ASSOCIATION POLICY
EFFECTIVE DATE: May 15, 1991

SHOA/Homeowner Cost Share for Replacement of Exterior Patio Fences

1. Sunchase Homeowners Association will pay one half the cost for replacement of an exterior patio fence, including cost of materials and labor, with the remaining cost to be assessed the homeowner.

2. If the outer fence is a double-sided fence (pickets facing each side of the fence), SHOA will pay only one-half the cost of the outer fence only. Inner fences are the responsibility of the homeowner.

3. Replacement and/or repair costs of interior patio fences adjoining two yards are the responsibility of the two adjoining homeowners. If the fence is double-sided, each homeowner is responsible for the pickets facing his or her patio.

4. A homeowner must obtain the approval of the Board of Managers for replacement of his or her patio fence. If replacement is approved, the Board shall prepare an estimate of labor and materials cost for the homeowner's signature before a work order is issued.

5. The homeowner's portion of cost shall be payable upon completion of the fence installation and shall constitute a lien upon the homeowner's unit.

SUNCHASE HOMEOWNERS ASSOCIATION, INC.
STATEMENT OF ASSOCIATION POLICY
EFFECTIVE DATE: March 1, 1996

Requirements for Installing New Air Conditioner Units on Flat Roofs

Section 1. Homeowners must obtain approval from the Board of Managers for the installation of new air conditioner units on flat roofs prior to installation to assure the following:

a. The unit shall be placed where the major weight is on a wall support.

b. Skids shall be placed at 45 to 90 degree angles to the roof trusses, and if deemed necessary by the Association, be longer in length than the air conditioner for maximum distribution of weight.

c. Skids shall be slip sheeted with at least two layers of roofing paper.

d. The weight of the unit shall not significantly exceed the weight of the unit being replaced. Manufacturer weight ratings shall be provided the Board by the AC contractor.

Section 2. Homeowners installing new air conditioners without approval of the Board of Managers will be obligated to pay for the repair of any future roof leaks resulting from the placement of air conditioners not meeting the above criteria.

Section 3. Any damage to the roof resulting from the installation of a new air conditioner will be repaired at the homeowner's expense.

SUNCHASE HOMEOWNERS ASSOCIATION, INC.
STATEMENT OF ASSOCIATION POLICY
EFFECTIVE DATE: January 11, 1995

Sunchase Condominium Mail Room Bulletin Boards

1. Each bulletin board will be labeled to specify by whom the board may be used and each will have a written statement giving any restrictions on material that may be posted.

2. The bulletin board on the east side of the mail room is restricted for the use by the Board of Managers and official notices from the U.S. Postal Service. Examples of postings include notices of Board Meetings, SHOA-sponsored functions, newsletter and news notes, water turn-off notices, and the like. Each posting is required to have the date of posting.

2. The bulletin board on the north side of the mail room is reserved for the use by residents of Sunchase. Examples of postings include for sale and garage sale notices, business cards of the resident, and such other information residents wish to share with others. All postings are required to have the signature and unit number of the resident, and preferably the date of posting.

4. The bulletin board on the south side of the mail room is reserved for the posting of nonresident announcements that have the signature and unit number of a resident which will indicate that the announcement is recommended by the resident. Examples of postings include community functions, business cards or announcements of service providers (e.g., wood sales, plumbers, electricians, AC technicians, etc.), or any outside activity endorsed by a Sunchase resident. Announcements without a resident endorsement will be removed from the bulletin board.

5. Announcements of SHOA-sponsored social events or events to which all SHOA residents are invited may be posted on each of the bulletin boards but must be removed the day following the event.

6. Newsnotes or announcements that are not date-specific will be removed after one week unless they pertain to an on-going program or service.

7. Residents will be encouraged to use the bulletin boards as a communication center via the newsletter.

8. Responsibility for monitoring the bulletin boards for removal of out-of-date information or unsigned information will be that of the Secretary of the Board of Managers.

SUNCHASE HOMEOWNERS ASSOCIATION, INC.
STATEMENT OF ASSOCIATION POLICY
EFFECTIVE DATE: August 1, 1996

Pool Reservation Guidelines

Section 1. Reservations for the pool facilities may be made by any Sunchase resident. Reservations may be arranged with the Pool Committee Chairperson. A reservation is required whenever a resident is host to ten or more guests.

a. A deposit in the amount of $125.00 is required to make the reservation. The deposit will be used to cover the cost of any damages to the pool area resulting from the event. The deposit will be refunded following inspection of the pool premises the morning after the reservation.

b. A separate fee of $15.00 is required to cover cost of next-day removal of trash and garbage accumulated as result of the event. The fee is waived if the event is held on a Thursday or if the person making the reservation removes all trash and garbage from the pool area.

Section 2. The pool area may not be reserved on consecutive days of the weekend. If a reservation is approved for a Saturday, another reservation cannot be made for a Sunday, or if made for a Sunday, another cannot be made for the Saturday preceding.

Section 3. A pool facility reservation does not give exclusive use of the pool to the person making the reservation but does reserve the tables and chairs in the loggia. Ten-foot folding tables are also available. Sunchase residents have access to the pool even when the pool area is reserved.

Section 4. The person making the reservation is responsible for cleaning the pool area and the tables immediately after the event or early the following morning. All table chairs must be placed around the tables. If the long folding tables are used, they must also be cleaned and returned to the restroom storage area.

Section 5. The electric fans may be turned on during the event. It is the responsibility of the person making the reservation to turn the fans off after the event.

Section 6. All cans, trash, and garbage must be placed in the trash cans at the pool. The trash cans will be supplied with trash bag liners. Excess trash and or garbage must be placed in plastic bags supplied by the person making the reservation.

Section 7. The restroom must be cleaned following the event.

Section 8. The pool area closes at 10:00 p.m. on weekdays and 11:00 p.m. on weekends.

SUNCHASE HOMEOWNERS ASSOCIATION, INC.
STATEMENT OF ASSOCIATION POLICY
EFFECTIVE DATE: March 1, 1997

Policies on Retention of Records and Inspection of Records

1. The Association shall keep for the time periods specified below:

   a. detailed financial records that comply with generally accepted accounting principles and that are sufficiently detailed to enable the association to prepare a resale certificate.
   b. the plans used to construct the condominium insofar as they are available.
   c. the name and mailing address of each unit owner,
   d. voting records, proxies, and correspondence relating to annual meetings and any issue voted upon by the homeowners, including amendments to the declaration and by-laws, election of officers, funding issues, or other matters.
   e. minutes of meetings of the Association, Board, and committees having authority of the Board.

2. All financial and other records of the Association for the current year and the two previous years shall be reasonably available at the office of the bookkeeper or officer of the Board.

   a. A member homeowner may examine and copy the Association's books and records at the office of the bookkeeper for any proper purpose. The books and records may be examined and copied at any reasonable time, and the homeowner may examine and copy them in person or by an agent, accountant, or attorney.
   b. The homeowner must make a written demand to examine the records addressed to the Board stating the purpose of the demand. An appointment for inspection of the records shall be made during normal work hours unless an alternate time is mutually agreed upon by the Board and homeowner. Time shall be allowed to retrieve fiscal records being examined by the Association's Certified Public Accountant or to retrieved current records being maintained by officers of the Board..

3. All financial and other records of the Association dated three to ten years prior to the current fiscal year shall be placed in archival storage, with the exception of minutes of meetings and Association newsletters which shall be kept indefinitely. Minutes and newsletters of prior years will be periodically photocopied as a preservation procedure. Financial and other records of the Association dating eleven years or more prior to the current fiscal year shall be retained or destroyed at the discretion of the Board.

SUNCHASE HOMEOWNERS ASSOCIATION, INC,
STATEMENT OF ASSOCIATION POLICY
Effective November 25, 1997

Enforcement Procedures for Pet Rule Violations

1. Notice of violation of pet rules will be mailed to any resident observed to be in violation of any of SHOA's pet rules as stated in the Declaration and the Rules and Regulations for Sunchase Homeowners Association, Inc. The notice will be mailed by regular and by certified mail and will cite the violation and quote the pertinent sections in both condominium documents. The notice will also inform the resident of enforcement procedures, including assessment of fines, for pet rule violations, and that future violations will invoke enforcement penalties. If the resident is a lessee, notice of violation will be mailed the lessee and the owner of the unit.

2. A fine of $25.00 may be assessed any owner who violates pet rules after due notice has been given the owner as described in the above paragraph. The notice of assessment of fine will be mailed the owner and/or lessee by regular mail and by certified mail. The owner will be given 30 days to appear before the Board to contest the fine. If the assessment is not contested or is upheld by the Board, it will be charged to the unit's account and billed as a special assessment in the next billing period following the 30-day notice.

3. Should the violation continue to occur after assessment of three fines, the Association will seek remedy through judicial procedure, where fines of $200 per violation may be set or the pet may be removed from the premises. Under the Texas Property Code, the owner will be responsible for SHOA's attorney fees in a judicial enforcement action.

SUNCHASE HOMEOWNERS ASSOCIATION, INC.
STATEMENT OF ASSOCIATION POLICY
Effective November 25, 1997

WHEREAS, Article VII.7.13(E) of the Declaration for Sunchase Condominium states that

> *No animals of any kind, other than* ***small*** *household pets, shall be housed or kept in, on or about the Project Property, including Units*; and

WHEREAS, *small pet* is not defined in the Declaration or the Rules and Regulations for Sunchase Condominium,

BE IT RESOLVED that *small pet* is defined by the Board of Managers to be any pet weighing more than 40 pounds. Pets larger than 40 pounds owned by any Sunchase resident as of November 25, 1997, are excluded from this definition.

Violation of this pet rule will be subject to the policy on enforcement of pet rule violations.

SUNCHASE HOMEOWNERS ASSOCIATION, INC,
STATEMENT OF ASSOCIATION POLICY
Effective Date: June 9, 1998

Enforcement Procedures for Garbage Can/Trash Receptacles Violations

4. Notice of violation of placement of garbage cans and trash receptacles will be mailed to any resident observed to be in violation of any of SHOA's rules on Garbage and Trash as stated the Rules and Regulations for Sunchase Homeowners Association, Inc. The notice will be mailed by regular and by certified mail and will cite the violation and quote the pertinent section in the condominium document. The notice will also inform the resident of enforcement procedures, including assessment of fines, for violations, and that future violations will invoke enforcement penalties. If the resident is a lessee, notice of violation will be mailed the lessee and the owner of the unit.

5. A fine of $50.00 may be assessed any owner who violates the garbage and trash rules after due notice has been given the owner as described in the above paragraph. The notice of assessment of fine will be mailed the owner and/or lessee by regular mail and by certified mail. The owner will be given 30 days to appear before the Board to contest the fine. If the assessment is not contested or is upheld by the Board, it will be charged to the unit's account and billed as a special assessment in the next billing period following the 30-day notice.

6. Should the violation continue to occur after assessment of three fines, the Association will seek remedy through judicial procedure, where fines of $200 per violation may be set. Under the Texas Property Code, the owner will be responsible for SHOA's attorney fees in a judicial enforcement action.

Excerpt from SHOA Rules and Regulations, I.B. Garbage and Trash:
Garbage cans, recycling bins, or other trash receptacles must be placed at each unit's pickup area behind the unit's garage or carport on collection days designated by the City of Austin, or no earlier than 6:00 p.m. preceding the designated collection day. The garbage cans, recycling bins, etc. must be returned to their storage area (garage, carport, or patio) by 10:00 a.m. the morning following the designated collection day. When stored in carports, trash receptacles may not extend beyond the overhang of the carport.

Rules and Regulations

SUNCHASE HOMEOWNERS' ASSOCIATION

March 26, 1992; Amended April 12, 1995

SUNCHASE HOMEOWNERS' ASSOCIATION
Rules and Regulations
March 26, 1992; Amended April 12, 1995

I. GENERAL

A. MAINTAINING THE APPEARANCE OF SUNCHASE PROPERTY

1. Installation of shades, window guards, or storm doors must have prior approval of the Board.

2. Installation of window-mounted fans, ventilator fans, or air conditioners is prohibited.

3. Exterior seasonal and/or holiday decorations will be permitted but must be removed promptly following the holiday.

4. Owner/residents shall not do any painting of the exterior of any building, including, without limitation the patio, fences, carports, garages, or storage areas without permission of the Board.

5. Bicycles, scooters, skate boards, or similar toys or personal property may not be allowed to obstruct entrances, sidewalks, yards, driveways, or parking areas in any way.

6. Residents must keep the interior of patios, storage sheds, garages, and carports clean and free from obstructions.

7. Owners/residents wishing to plant shrubs, flowers, or trees in the common area must obtain the prior approval of the Board.

8. No sign or advertisement may be displayed in common or limited common areas of the complex.

9. Private signs ("For Sale," "For Lease," political) may be displayed from within the individual unit. Signs for special events (real estate open house, garage sale, and the like) may be posted with prior permission of the Board.

B. GARBAGE AND TRASH

Garbage cans, recycling bins, or other trash receptacles must be placed at each unit's pickup area behind the unit's garage or carport on collection days designated by the City of Austin, or no earlier than 6:00 p.m. preceding the designated collection day. The garbage cans, recycling bins, etc. must be returned to their storage areas (garage, carport, or patio) by 10:00 a.m. the morning following the designated collection day. When stored in carports, trash receptacles may not extend beyond the overhang of the carport.

C. PROHIBITED ACTIVITIES

1. No activities shall be carried on or permitted in any unit or elsewhere on the project property that disturb the rights, comforts, health, safety, or conveniences of other persons in the complex.

2. When in or on Sunchase property, no person may violate any criminal laws, health codes, or other applicable laws.

3. There shall be no tampering with water, lighting, sprinklers, pool equipment, or other common elements.

4. There shall be no soliciting on the premises for any purpose without prior approval given by the Board of Managers.

5. Other prohibited activities are: possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; or possessing, displaying, or discharging a weapon as prohibited by Penal Code Sections 42.01, 46.02, or 46.06.

D. CHILDREN

Sunchase does not have a designated play area for children.

1. Children are allowed to play in private play areas or patios.

2. Children may not play in carports, service streets, or in entranceways in front of units other than their own.

3. Children may not play in the mailroom.

4. For their own safety, children may not climb trees, retaining walls, roofs, fences, or other structures on the project property.

5. Children under the age of six may not play in the common area without adult supervision.

E. PETS

1. Residents shall not permit pets to disturb the rights, comforts, and conveniences of other residents. This applies whether pets or inside or outside of units.

2. Residents shall not permit their pets to defecate anywhere on the common area, including walkways, parking areas, grassy areas, or other places. If pet defecation occurs anywhere on the common area, residents shall be responsible for the immediate removal of waste and repair of damage.

3. Pet owners will be requested to remove pets from the premises if the Association receives reasonable complaints from other residents or if the Association determines that pets, after due notice to owners, continue to disturb the rights, comforts, or conveniences of other residents.

F. WATER CONSERVATION

1. Water should be permitted to run only during the time that is needed to accomplish the task for which water is used, such as watering the lawn or shrubbery, but not to the point where water runs onto sidewalks or streets.

2. Washing of automobiles on the complex is permitted from March to October only. Washing of automobiles during the months of November through February is prohibited.

3. Use of water by children for play is prohibited.

4. Leaking faucets and commodes inside units shall be repaired promptly.

5. Leaking faucets outside the units and building should be reported to the Board immediately.

G. COLD WEATHER PRECAUTIONS

If the weather is freezing:

1. If away from home for four hours or more, leave the heat on the lowest setting. Do not turn the heat off.

2. Open cabinet doors under sinks adjacent to outside walls if away from home.

3. Let water drip from inside faucets.

4. When a hard freeze occurs, drip outside faucets 24 hours a day (5 drops per second).

5. If going out of town during the winter months, the water in the unit should be turned off and the lines drained.

H. LEASE AGREEMENTS

A copy of the Association Rules and Regulations and Article 7 of the Declaration for Sunchase Condominium must be attached to leases between unit owners and their tenants, and a copy of the lease must be provided to the Association within 20 days of execution.

II. MOTOR VEHICLE AND PARKING REGULATIONS

A REGISTRATION OF VEHICLES

For purposes of security and for parking space control, each vehicle, boat, or trailer brought anywhere onto the project by a resident or a member of the resident's household must be registered with Sunchase Homeowners Association.

B. PARKING

1. Parking spaces are for residents and invited guests only. Unauthorized vehicles will be towed at the owner's expense.

2. The residents, the members of their households, their employees and guests, will obey the parking regulations marked on curbs or posted in the common area, as well as any other traffic regulations promulgated in the future for the safety, comfort, and convenience of Sunchase residents. Vehicles parked in no-parking zones (red curbs) will be towed away at the owner's expense.

3. No resident may permit his guests or members of his household to use carports or garages owned by other residents without the permission of the other residents. Vehicles parked without permission in carports owned by other residents will be towed away at the owner's expense without notice upon complaint of the other resident.

4. Vehicles belonging to nonresidents will not be allowed on the premises for extended periods of time without prior arrangements with the Board.

5. The following are prohibited in the common area of the property: (1) vehicles inoperable due to flat tires or other conditions; (2) vehicles with an expired license or inspection sticker; and (3) vehicles taking more than one parking space. Such vehicles will be towed at owner's expense.

5. No vehicle belonging to any owner, resident, guest, or employee of a resident shall be parked in such manner as to impede or prevent ready access to another resident's carport or garage.

C. SPEED LIMIT

The speed limit within the confines of the complex shall not exceed fifteen (15) miles per hour.

III. SAFETY AND SECURITY

A. SECURITY AND SAFETY

The Association does not provide security services. The best safety measures owners/residents can take are the ones they themselves can perform as common sense and habit.

1. Lighting

Owners and tenants are requested to report common area lighting problems or hazardous conditions immediately to the Association's Administrator. The Association cannot and does not check exterior lighting on a daily basis and must rely on unit owners and residents to notify the Administrator when lights are burned out or insufficient in some manner.

2. Mailboxes

The Board of Managers has the exclusive right to designate the type, size, and location, and signage on mailboxes. Names on mailboxes are not allowed and may be removed by management without prior notice because publicly identifying names with a particular unit increases the risk of crime for occupants of the unit.

3. Keyless Nightlocks

All owners are requested to install a keyless nightlock on each entry door. (The preferred type of keyless nightlock is a keyless deadbolt which is operated from the inside only and which cannot be opened from the outside under any circumstances if it is engaged. Chain-type nightlatches or slide bolts which are attached to the door trim are much less effective because they can be easily broken loose by an intruder.) All owners are requested to install pinlocks on all sliding glass doors. The purpose of this request is to increase the safety for occupants.

4. Reporting Emergencies

In case of fire, smoke, or suspected criminal activity involving imminent harm, residents should immediately telephone the local fire, police, or EMS department (or 911 if applicable), and then contact the owner, Board member, or Association Administrator.

B. FIRE SAFETY

1. Smoke Detectors

Each owner is required to install a battery or electric-powered smoke detector in the unit and maintain it in accordance with state law. The occupants must keep the batteries in working conditions at all times.

2. Fireplace Safety

a. Do not burn paper, softwoods (such as pine, spruce or fir), charcoal (designed for charcoal grills), live trees (such as leftover Christmas trees), scrap lumber or cloth in the fireplace. The best fuel for a fireplace is a seasoned hardwood, such as oak, hickory, ash, or maple.

b. If using paraffin logs (manufactured logs available in local supermarkets, etc.), burn only ONE log at a time. Allow the log to burn normally; do not break it up, as this increases the speed of heat release.

c. Do not start a fire on the floor of the fireplace. While andirons are traditional, a basket type grate is more effective in keeping the logs contained.

d. Use a fire screen to keep sparks or hot coals from popping out onto the floor. Never leave a fire unattended and always make sure a fire is out before leaving home.

e. Ashes should not be removed from the fireplace while they are still hot. When they are removed, they should be placed in a metal container and checked for embers, which can smolder for days. Ashes must be deposited in garbage containers and must not be deposited on the property.

f. Once a year, the chimney should be checked for creosote build up, and if there is any, it should be removed.

3. Flammable Materials

a. Care should be taken in using candles or kerosene lamps. Only battery-powered lighting may be used for light if electricity is interrupted or terminated.

b. Residents shall exercise care when using and storing flammable fluids or other hazardous materials.

IV. RECREATIONAL

A. GENERAL

1. Use and Enjoyment

a. The swimming pool and tennis court areas are for the use and enjoyment of owners, residents, and their invited guests. Owners and residents are responsible for the conduct of their invited guests at all times.

b. No glass containers or breakable items may be brought into the area.

c. No animals are permitted in the area.

2. Access to the Locked Area

a. The gate to the swimming pool and tennis court area shall be closed at all times. Failure to keep the gate closed while using the facilities will result in loss privilege to use the facilities.

b. Each new owner may obtain a key from the Administrator. Broken or damaged keys will be replaced at no charge upon presentation of the broken or damaged key. Other replacement keys will be issued for a nonrefundable fee of $25.00.

c. Any owner/lessor is responsible for providing a key to his lessee, with or without charge. The owner/lessor may authorize the Administrator to issue a key to the lessee with the understanding that the fee of $25.00 will be assessed the owner/lessor.

d. No key may be given or issued to a nonresident who is not a Sunchase homeowner.

e. The gate to the swimming pool and tennis court area shall be the only entry used to access the area. Climbing over or through the fence is prohibited and will result in loss of privileges to use the facilities.

3. Age Restriction

Children under 14 years of age are not permitted in the pool or tennis court area without adult supervision.

4. **Guests**

a. Except by prior arrangement with the Board, the number of guests in a single group in the pool or tennis court area shall not exceed 10 individuals.

b. Owners/residents may reserve the pool and tennis court area for 10 or more guests with the Administrator, a confirmed reservation being subject to availability evidenced by the Sunchase calendar of pool and tennis court activities and a deposit of $125 to cover any area clean-up and/or damage costs resulting from the group's use of the facility. The Administrator shall promptly refund deposits provided the facilities are clean and have not been damaged as determined by a facility inspection performed on the day following the scheduled activity. Scheduling does not imply exclusive use, only that no other parties may be scheduled at the same time.

5. **Hours**

a. The pool and tennis court area closes at 10:00 p.m. on weekdays and 11:00 p.m. on weekends, with no loud talking or music allowed after hours.

b. Owners and residents are permitted to use the pool and pool area after hours if observing absolute quiet. The Board is empowered to remove anyone from the pool and pool area whenever noise levels become excessive.

c. The tennis court area may not be used after hours. Lights in the tennis court area must remain turned off after hours.

B. SWIMMING POOL RULES

1. There is no lifeguard on duty. Swimming alone when no other person is in the immediate pool area is prohibited for all ages at all times.

2. Running, rough play in or out of the pool, excessive splashing, and improper diving from the sides of the pool can be dangerous and is prohibited.

3. No electrical equipment is allowed in the pool area.

4. Swimming pool furniture may not be placed in either pool at any time.

5. Do not place hair pins, coins, or other metal objects in the pools; metal objects will stain the finish of the pools.

6. No food or drink is allowed in the pools.

7. Avoid swimming after eating or drinking alcohol or taking medications.

C. TENNIS COURT RULES

1. Court shoes are required when using the tennis courts.

2. Owners, residents, and guests are responsible for any damage to the courts or nets. Abuse of the tennis courts will result in loss of privilege of use.

3. No bicycles, lawn chairs, hard sole shoes, or any other hand surface that may cause damage to the courts are allowed on the courts.

4. Proper tennis etiquette shall be observed on the tennis courts at all times.

5. Although the tennis court lights are set by timer, players are requested to turn the lights off when leaving the courts. The switch for the lights is by the pump room door. The lights may be turned on at the same switch during the hours the courts are open.

STATE OF TEXAS
COUNTY OF TRAVIS

I, Earline Edwards, Secretary of the Board of Managers for Sunchase Homeowners Association, certify that the foregoing Rules and Regulations for Sunchase Homeowners Association were adopted by the Board of Managers on March 26, 1992, and supersedes all previous Rules and Regulations promulgated for Sunchase Homeowners Association.

/S/ Earline Edwards
Earline Edwards, Secretary

SWORN TO AND SUBSCRIBED BEFORE ME, this 27th day of March, 1992.

/S/ Doris A. Sauls
Doris A. Sauls
(SEAL) Notary Public in and for the State of Texas

After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

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SUNCHASE HOMEOWNERS ASSOCIATION, INC
BYLAWS
AS AMENDED NOVEMBER 2007

ARTICLE 1. INTRODUCTION

A. The Council of Owners of Sunchase Condominium hereby amends the Bylaws of SUNCHASE HOMEOWNERS ASSOCIATION, INC (SHOA), a nonprofit incorporated association. These Bylaws supersede all previous Bylaws for Sunchase Condominium.

B. Terms used in these Bylaws have the same definition as given in the Declaration.

C. The Project Property and the use and occupancy thereof and all Owners, mortgagees, tenants, and occupants of Condominiums and their employees, and any other persons who may use the facilities of the Project in any manner are subject to the Condominium Documents and all covenants, agreements, restrictions, easements, and declarations therein contained. The acceptance of a deed or a lease or the use or occupancy of a Condominium shall constitute an agreement that the Condominium Documents are accepted, ratified, and adopted by such grantee, lessee, user, and/or occupant and that all terms, conditions, agreements, and covenants contained in the Condominium Documents will be complied with fully by such party.

D. The SHOA office shall be located in Austin, Texas.

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ARTICLE II. MEMBERSHIP

A. Each owner of a condominium unit in this condominium project and regime shall automatically be a member of SHOA and shall remain a member thereof until such time as such ownership ceases. Upon transfer of ownership of any condominium unit, however accomplished, the new owner acquiring or succeeding to such ownership interest shall likewise automatically become a member of SHOA. The termination of membership, as provided for herein, shall not relieve any owner of any liability for such acts or defaults under the Declaration, Bylaws, or Rules and Regulations, prior to the time of the termination of membership.

B. SHOA shall be the governing and administrative body for the protection, preservation, upkeep, maintenance, repair, and/or replacement of all Common Elements and the government, operation, and administration of this condominium regime.

C. The members of SHOA, by virtue of ownership of a condominium unit in this condominium regime, agree to abide by and uphold these:

1. The Declaration,
2. Bylaws,
3. Rules & Regulations (Policies of the Board of Managers, Association Policies and Procedures Relevant to Homeowners),
4. Articles of Incorporation of SHOA (5) Texas Uniform Condominium Act (aka TUCA) as adopted by SHOA
5. H.B. 1135 ACT RELATING TO STORAGE, PARKING AND TOWING OF VEHICLES,
6. Maintenance Handbook, and
7. Election Handbook.

D. As required by the 1993 Texas Uniform Condominium Act, within 30 days of acquiring an interest in a unit, the Owner shall provide SHOA with:

1. the Owner's mailing address, telephone number, and driver's license number;

2. the name and address of the holder of any lien against the unit, and all loan numbers;

3. the name and telephone number of all persons occupying the unit other than the unit owner; and

4. the name, address, and telephone number of any person managing the unit as agent of the unit owner. The Owner shall notify SHOA of changes in any of the required information within 30 days of the change and shall provide the information on request by SHOA from time to time.

ARTICLE III. SHOA MEETINGS

A. General Meetings of the Owners

There shall be one general meeting of SHOA in the first quarter of each calendar year. The new Board will be given an opportunity to meet and address the membership. Notice of the general meeting shall be issued at least thirty (30) days prior to that meeting. Fifteen (15) day notice will be given in case of rescheduled general meeting. Notice shall be effective as of the date that the notices are mailed, postage prepaid, first class mail, addressed to the Owner at the last known address as contained in the files of the Association, whether or not actually received by the Owner.

B. Special Meetings of the Owners

Special meetings of the Owners may be called by the Board President or by request of at least two (2) Board Members or by a petition of ten percent (10%) of the available votes of SHOA. Notice of Special Meetings shall be in writing and mailed to each SHOA member at least fifteen (15) days prior to the meeting and posted in the mailroom at least two (2) days prior to said meeting. No action on any business other than that stated in said notice shall be conducted at any special meeting. Notice shall be effective as of the date that the notices are mailed, postage prepaid, first class mail, addressed to the Owner at the last known address as contained in the files of the Association, whether or not actually received by the Owner.

C. Place of Meetings

The annual and all special SHOA meetings shall be held at a place in Austin that is easily accessible by most homeowners as the Board may designate.

D. Waiver of Notice

Attendance of an Owner at a meeting shall constitute a waiver of notice of such meeting if such Owner attends the meeting without protesting such lack of notice prior to or at the commencement of such meeting.

E. Quorum

A quorum of unit Owners for any SHOA meeting shall be composed of fifty-one percent (51%) of the total votes set forth in Exhibit "B," Schedule "A" of the Sunchase Declaration as amended, made up of Owners present plus proxies.

Continued; Article III SHOA Meetings, section E. Quorum.

Except as otherwise provided in the Declaration, the vote of fifty-one percent (51%) of the total votes, as set forth in Exhibit B, shall be binding upon the Board and all Owners as to any matter within the powers of the Council.

F. Order of Business

The order of business at SHOA meetings shall be determined by the President or presiding officer and shall follow a written agenda. The presiding officer may limit discussion on any one subject by any one member to a reasonable time of not less than five minutes. The presiding officer "MAY REQUIRE" that topics for new business be submitted to the Secretary at least one day prior to the meeting to provide for proper allocation of time. The presiding officer may have members ejected or terminate their participation in a meeting for disruptive behavior.

ARTICLE IV. BOARD OF MANAGERS

A. Membership

An executive board consisting of five (5) members shall manage the affairs of SHOA. The board shall be elected from the SHOA membership in accordance with Article IV, Section C of these Bylaws and shall serve without pay or compensation for such term as specified by these Bylaws.

B. Term of Office

The SHOA Board of Managers shall serve two (2) calendar years in office (January 1-December 31) from the time of their election by the members of SHOA. Terms of members shall be staggered, so that three candidates shall be elected for two-year terms beginning in odd years, and two candidates shall be elected for two-year terms beginning in even years.

C. Election of Board Members

Members of the Board of Managers shall be elected by mail ballot prior to the end of the year. The Board shall appoint a nominating committee no later than September 1. The Board shall also appoint an Election Committee of at least three (3) people to count the ballots and determine the results of the election. No member of the Nominating Committee shall serve on the Election Committee.

The Nominating Committee will solicit nominations from Owners and may nominate other candidates. The committee may only reject a nomination if the nominee cannot serve on the Board or if the nominee is delinquent in payment of assessments. The committee shall invite nominations by placing an article in the newsletter and by posting an announcement in the mail room. The newsletter shall include a nomination form adopted by the Board. The deadline for Owners to send in nominations must be more than fifteen (15) days after the newsletter is mailed. The Nominating Committee shall contact each nominee to ensure he or she will serve. The Nominating Committee shall mail a ballot with the names of all qualified nominees to each Owner at least thirty (30) days prior to the date the ballots are due. The ballot shall include biographical data on each nominee. The mailing shall include a return envelope addressed to the Election Committee, marked as containing a ballot, and identifying the unit. The Board must adopt and maintain a standard ballot form for all Board elections. The ballots must be received by a date in December specified by the Nominating Committee, but not later than December 10. The committee shall nominate at least as many candidates as must be elected to fill the Board. Upon mailing the ballot to all owners, the Nominating Committee shall dissolve.

At least two weeks prior to the deadline for returning ballots, the Election Committee shall attempt to contact all owners who have not returned ballots to remind them to do so. The day after the ballots are due, the Election Committee shall meet and count the ballots. No ballots shall be accepted after the due date. Those candidates receiving the most votes shall fill the vacancies on the Board. The Election Committee shall contact all candidates and the members of the Board to advise them of the outcome. When all candidates have been contacted or within five (5) days of counting the ballots, the Election Committee shall provide a written report of the election results to the Board. The report shall include the tally sheets used to count the votes and shall include a log showing the Committee's attempts to contact the candidates. The Committee shall also post the results of the election in the mail room.

D. Resignation and Removal

Any member of the Board may resign from the Board voluntarily at any time by providing the Board with written notice of intent to resign, acted upon at a duly convened Board meeting. Since only members of SHOA are eligible to be Board Members, it follows that if a Board Member ceases to be a unit Owner in the Sunchase Condominium Project, he or she automatically resigns from the Board. Any Board Member who fails to attend a minimum of 50% of the regular meetings of the Board of Directors during any six (6) consecutive months shall be considered to have voluntarily resigned from the Board. Any Board Member whose Homeowners Association Dues goes delinquent for sixty (60) days, or becomes delinquent two times in any calendar year shall be considered to have voluntarily resigned from the Board. Following correction of the delinquency, a special Board Meeting considering extenuating circumstances may be convened. By a simple majority of the Board (with the delinquent Board Member abstaining from the vote), may reinstate the offending Board Member to his/her position on the Board.

A member may be removed from the Board by the majority vote of owners, plus proxies, during a Special Homeowners Meeting called for that purpose. A quorum must be met at this meeting and shall be consist of fifty-one percent (51%) Owners present plus proxies of the total votes set forth in Exhibit "B," Schedule "A" of the Sunchase Declaration as amended. A Board vacancy shall be filled for the unexpired term by majority vote of the remaining Board members, at a Special Board Meeting called for that purpose. If two (2) or more vacancies occur simultaneously, a Special Homeowners Meeting of SHOA shall be called to select and vote for candidates to fill the unexpired terms. In lieu of a special meeting, the election may be held by mailed ballot.

E. Meetings of the Board

Meetings of the Board shall be held monthly at a location in Austin designated by the President that is most convenient and accessible by most homeowners. Notice of all regular Board meetings shall be posted, in the mailroom at least forty-eight (48) hours prior to these meetings. A proposed agenda shall be included. Whenever possible, pending Board meetings shall be announced in each monthly newsletter and should include a tentative agenda. At the start of a meeting the Board must present the agenda. This agenda must include all items of business on the posted agenda. If time permits and the Board agrees other concerns from SHOA members may be discussed. Chairpersons of standing committees are encouraged to attend Board meetings in an ex-officio capacity.

The order of business at all Board meetings shall be determined by the President or presiding officer at each meeting and shall follow a written agenda. The presiding officer at each meeting may limit discussion on any one subject by any one member to a reasonable time of not less than five minutes. To provide for proper allocation of time, the Board may require that topics for new business be submitted to the Secretary at least one day prior to the meeting. Such requirement shall be included in the posted agenda. The presiding officer may have members ejected or terminate their participation in a meeting for disruptive behavior.

Meetings of the Board must be open to all SHOA members, subject to the right of the Board to adjourn a meeting of the Board and reconvene in closed executive session to consider actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual SHOA members or unit residents, or matters that are to remain confidential by request of the affected parties and by agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open Board meeting [TUCA 82.108.b]. If necessary or convenient an executive session may commence or conclude on a date after the open Board meeting in which it was announced, but prior to the next meeting of the Board. An executive session is an extension of the open Board meeting in which it was announced. An executive session may only consider the items of business previously announced. The times and dates of each executive session, the names of the Board members present, and the results of any votes taken must be added to the minutes of the open Board meeting in which it was announced.

Special meetings of the Board may be called by the President, or a majority of the Board Members, with notice to all the Board members stating the time, place, date, and purpose of meeting.

For any Board meeting, a quorum shall consist of a majority of Board members [TUCA 82.109b]. A majority vote of the Board members present shall determine the results of Board business transactions. Any vote of the Board that is tied or otherwise deadlocked shall fail.

The Board shall add to the agenda of the Board meeting in either May or June an opportunity to introduce new as well as existing SHOA members, to introduce the Board of Managers, and to review current SHOA business.

Within five (5) days after the ballots cast for a Board election have been counted, the new Board shall meet to elect officers, designate bank signatories (which forms must be in place by January 1), describe the duties of the offices to the new officers, set dates for the next year's regular Board meetings, and finalize the agenda for the Annual Meeting of SHOA. The meeting shall be called by the incumbent president and held in a place in Austin designated by the incumbent president. The new officers and board members begin their official duties on January 1.

F. Waiver of Notice

Attendance at a meeting by any member shall constitute a waiver of notice of such meeting by such member if such member attends the meeting without protesting such lack of notice prior to or at the commencement of such meeting.

G. Action without Meeting

Any emergency (emergency defined, for section G. only, as action required to preserve and or protect life and or property*) action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a quorum of Board Members consent to the action. Notice of any action taken shall be recorded in a log and included in the minutes of the next Board meeting.

*In the case of a dire emergency, as few as one Board Member may initiate emergency action after having called the management company to report the emergency.

*After having failed to contact a Board Member, and in the absence of any Board Member any Unit owner may call the Management Company and report the emergency and request action, but cannot initiate action other than calling "911" on his or her own volition.

H. Duties—General

The Board shall manage and administer the affairs of SHOA and shall have all duties, rights, powers, and authority given to it by the 1993 Uniform Condominium Act of Texas, the Texas Non-Profit Corporation Act, the Declaration of the Sunchase Condominium Project, and these Bylaws. In addition, the Board of Managers shall:

1. Administer the affairs of SHOA and the common elements and common interest of the project and unit Owners. Regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium.

2. Keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the project property and buildings and its administration and specifying the maintenance and repair expenses of the common elements.

   Books, vouchers, and other records regarding these transactions shall be available for examination by unit owners within five (5) days of their request at a mutually agreed time and place. All books and records shall be kept in accordance with generally accepted accounting procedures and shall be audited at least once a year by an independent Certified Public Accounting Firm. The annual audit shall be completed prior to the June Board meeting.

3. Formulate and enforce policies, rules, and regulations which shall become effective upon their publication in the first newsletter after their adoption.

4. Adopt and amend rules regulating the collection of delinquent assessments and the application of payments. Impose late payment fees for assessment payments not received or postmarked by the 15th of the month equal to 10% of the monthly assessment. Impose full late payment fees on partial payments made for less than 95% of the monthly assessment.

5. Impose reasonable charges for preparing or copying condominium documents or other documents for Owners or representatives of Owners and for services involving transfer of ownership.

6. Provide for the designation, hiring, and removal of employees or other personnel; engage or contract for the services of others, and in general make purchases of labor, materials, and/or services required for the repair, upkeep, maintenance, replacement, protection, insurance, management, or administration of the common elements and other common interests (to include engagement of legal counsel at the discretion of the Board), and perform such other acts not expressly specified by these Bylaws for the orderly and efficient management and administration of this condominium regime.

7. Employ or contract for managerial staff support (Property Manager/ Management Co., Administrator, bookkeeper, or Bookkeeping Service) and in the Board's discretion, delegate thereto any duties of the Board or Officers of the Board to assist with the administrative management of SHOA. May adopt or reject Property Mgmt. Co. procedures as needed for the administration of Sunchase Homeowners Association, as to adhere to SHOA's Declaration, bylaws and Rules and Regulations. (E.g. – procedures for collection of Delinquent accounts).

8. Open and maintain bank accounts and designate the signatures required. Approve all expenditures in excess of $500.00 prior to commitment of expense.

9. Manage, control, and otherwise deal with the Common Elements, including the power to temporarily interrupt the normal functioning of the Project, including Common Services, to facilitate performance of any maintenance or repair or the making of additions, alterations, or improvements authorized by the Board or SHOA. In exercising such power of interruption, the Board shall use all reasonable efforts to minimize disruption of operations within the Project.

10. Enforce by any legal or equitable remedies available all obligations of the owners or any of them to SHOA under the provisions of the Act and the Condominium Documents. If an Owner persists in any default in the performance of the foregoing obligations, the Board may without prejudice to any other remedy require such defaulting Owner to post a bond to secure future compliance with such obligations.

11. Institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the Association.

12. Make contracts with or employ individuals in connection with the exercise of any of the powers and duties of the Board. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by the President or a Vice President and the Treasurer or Secretary.

    The officers, Representatives, or employees of the Board shall have no personal liability with respect to any contract made by any of them in good faith and on behalf of SHOA. Liability of each Owner arising out of any contract or out of the indemnity provided for in Article IX, Indemnification, in favor of the officers and of the Representatives, shall be in proportion to such Owner's General Common Interest.

    Every agreement made by any officers or the Board or its employees on behalf of the Project shall provide that the officers. Representatives, or its employees, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be in proportion to such Owner's General Common Interest.

"ARTICLE V. DUTIES OF OFFICERS"

A. The officers of the Association shall be elected by and shall serve on the Board until removed by a majority vote of the Board of Managers. The Board shall include a president, one or more vice presidents, a treasurer, a secretary, and any and all other officers as may be deemed necessary by the Board of Managers. No Board member can hold more than one office. Upon the affirmative vote of a simple majority of the Board members, any officer may be removed from the Board with cause (Cause defined as failure to follow the Declaration, Bylaws and Rules and Regulations [in that order] in the administration of Sunchase Homeowners Association Inc. affairs, and in dealing with all residents and unit owners equally without prejudice or favoritism) and a majority of the remaining Board Members will elect the successor. Upon the affirmative vote of a simple majority of the Board members, any officer may be removed from their position on the Board either with or without cause, and a majority of the remaining Board Members will elect the successor.

   All Board Members must have a full knowledge and understanding of the Declaration, Bylaws, Rules and Regulations, and Accepted practices of the Board of Managers of Sunchase Homeowners Association Inc.

   Access to lawyers must follow great consideration to the issue being addressed. If less than three Board Members (without prior Board approval) accesses the Sunchase Homeowners Association's attorney and three (3) of the remaining Board Members, in a meeting of the board (either regular or special), determine that the access to the attorney was unnecessary, they may then hold that Board Member or Members (that accessed the lawyer) personally responsible for the attorney fees.

   As authorized on page 6, Paragraph H.6, the Board may make contracts in connection with the exercise of any of the powers and duties of the Board. The Board may, in its discretion, temporarily delegate an officer's duties, at the officer's request, to other members of the Board when circumstances demand that duties be performed to meet timely schedules. Such circumstances may include the illness of an officer or absence due to travel or business and/or personal commitments.

Continued; Article V Duties—Officers.

B. President

The President shall be the chief executive officer of the Board. As such, the President shall:

1. Preside at all meetings of homeowners and the Board.
2. Issue the call for all regular and special meetings of the Board and homeowners in accordance with the provisions of Articles III and IV of these Bylaws.
3. Appoint such committees as the Board may in its discretion decide are appropriate to assist in the conduct of the affairs of SHOA.
4. Insure that the requirements set out in the 1993 Texas Uniform Condominium Act, the Texas Non-Profit Corporation Act and other legislation pertaining to condominium regimes, the Declaration for Sunchase Condominium, these Bylaws, and SHOA Rules and Regulations are complied with by the Board and by homeowners.
5. Delegate additional duties to other Board members.
6. Perform such other duties as may from time to time be imposed upon the President by the Board.

C. Vice President

The Vice President shall:

1. Preside at meetings of the Board and homeowner meetings whenever the President shall be absent.
2. Perform other duties of the President set out in the Bylaws if for any reason the President is unable to perform those duties. If neither the President nor Vice President is able to act, the Board shall appoint some other person to act in the place of the President on an interim basis.
3. Assist Sunchase homeowners and residents in resolving violations of the Condominium Documents. May initiate enforcement procedures in accordance with Board policies to obtain compliance.
4. Perform such other duties as may be imposed upon him or her by the Board or the President.

D. Treasurer

The Treasurer shall have general fiscal responsibility for SHOA. As such, the Treasurer, or designated board Member shall:

1. Ensure that all Board Members are signatories on all SHOA accounts including Operating funds (checking), Savings, and Reserve accounts, including Certificates of Deposit, at all financial institutions used by SHOA.
2. Ensure that all accounts, especially reserve accounts, are kept under the sole control of the Board of Managers and that control or access is never given, delegated, or contracted to:
   a. any company, or
   b. any person or persons, not holding an office on the Board of Managers for Sunchase Homeowners Association Inc., 9009 North Plaza Box 100. Austin, Texas 78753.
3. Keep or cause to be kept current true and accurate financial records with full and correct entries of all of SHOA's financial transactions, including all income and expenditures.
4. Deposit or have deposited all monies and other valuable effects in the name of the Board in such depositories as may from time to time be designated by the Board.

5. Sign all checks for disbursement of funds. Three signatures will be required for all checks and all transactions concerning transfers of funds for SHOA. The second signature being that of the President, or other designated Board member. In the absence of the Treasurer, or President or both, only then may checks be signed by the remaining Board members, and then only in an emergency with danger to life/property.

6. Prepare or have prepared monthly billings for homeowner assessments and charges; assess late fees; issue late fee notices. Initiate collection procedures on delinquent accounts in accordance with established Board policies.

7. Prepare or have prepared monthly and annual financial reports for the Board conforming to current accounting standards. The reports must include a statement of support, revenue, expenses, and changes in fund balances; a statement of functional expenses and balance sheets for all funds.

8. Prepare or have prepared monthly and annual tax reports and payments to meet prescribed deadlines.
9. Coordinate the annual audit of SHOA's financial records with SHOA's Certified Public Accountant.
10. Perform such other duties as may be imposed upon the Treasurer by the President or the Board of Managers

E. Secretary

The Secretary shall:

1. Prepare or have prepared minutes recording the proceedings of the Board and the Association; maintain permanent files on minutes by year.

2. At the direction of the Board, prepare correspondence and reports relevant to the business of SHOA.

3. Maintain permanent records as required by the 1993 Texas Uniform Condominium Act, including voting records, proxies, and correspondence relating to amendments to the declaration and other condominium documents. Maintain other annual files on correspondence, insurance policies, legal opinions, contracts, newsletters, and reports or other documents relevant to the Board or SHOA.

4. Perform such other duties as may from time to time be imposed upon the Secretary by the President or the Board.

ARTICLE VI. COMMITTEES

The following committees may be appointed by the Board of Managers as deemed necessary by the Board for maintaining and preserving the quality of life at Sunchase. Other committees may be appointed as needed.

- Maintenance/Architectural
- Pool/Tennis Court
- Arbitration/Grievance
- Insurance
- Social

A. The Maintenance/Architectural Committee shall:

Monitor all SHOA equipment, building exteriors, and common areas; notify the Board of any needed repairs or replacement of equipment and/or shrubbery; work with the Board in negotiating maintenance contracts; and monitor the performance of any outside contracts, reporting the results of their observations to the Board on a regular basis. Other assignments may be given the Committee by the Board as needed and appropriate.

B. The Pool/Tennis Court Committee shall:

Monitor both pool and tennis court areas; advise the Board of the possible need for repairs or improvements; insure that the general membership is aware of, and abides by, said rules; advise the Board on pool care and the purchase of pool and tennis court supplies.

C. The Arbitration Committee shall:

Arbitrate any grievances between members of SHOA through the most expeditious means, and in conformity with the Condominium Documents, giving both sides a hearing; insure that all parties concerned agree beforehand to abide by this decision of the committee; report any unresolved disputes to the Board for further consideration or legal action if required.

D. The Insurance Committee shall:

Assist the Board in negotiating for insurance coverage as required by the Condominium Act and the Declaration and. such other coverage as may be directed by SHOA; review the sufficiency of coverage annually and recommend changes in coverage as required. Other assignments may be given the Committee by the Board as needed and appropriate.

E. The Social Committee shall:

Provide opportunities for homeowners to meet and get acquainted. Organize the social portions of the two general meetings. Inform homeowners of social gatherings.

ARTICLE VII. REMEDIES

In addition to all other remedies available in the Declaration, Bylaws, at law or in equity, the Board shall discontinue the provision of any and all services, which are paid for by the Association, to a unit which has an Owner who is delinquent in paying any amount owed to the Association, including, but not limited to, electricity, water, insurance, security, and trash disposal. The Board may impose a charge for disconnecting and reconnecting water services. The cost of disconnecting and reconnecting the service shall be added to the maintenance fee, secured by the lien for the payment thereof and subject to all remedies for the collection thereof.

ARTICLE VIII. AMENDMENTS

These Bylaws may be altered or amended at a general or special meeting of the SHOA, at least fifteen (15) days after the proposed alteration or amendment has been circulated among the membership in written form. A majority vote, fifty-one percent (51°/o), including proxies, of the available votes shall be required to alter or amend these Bylaws. Approved Amendments shall be effective on the date they are recorded with the Travis County Clerk.

ARTICLE IX. INDEMNIFICATION

The Owners shall defend, save harmless, and indemnify each officer and Member past, present, and future, against all costs, expenses, and liabilities, including the amounts of judgments, amounts paid in compromise settlements, and amounts paid for services of counsel and other related expenses, which may be incurred by or imposed on them in connection with any claim, action, suit, proceeding, investigation, or inquiry hereafter made, instituted, or threatened in which they may be involved as a part or otherwise by reasons of any act or omission permitted, undertaken, authorized, or approved by them while acting in their capacity as an officer or Member whether or not they have continued in such capacity until or beyond the time such costs, expenses, or liabilities are incurred or imposed. Provided, however, no such indemnity may be required of any Owner for any such costs, expenses, or liabilities, so imposed or incurred as relate to matters regarding which such officer or Member shall, in such action, suit, or proceeding, be finally adjudged to be liable by reason of their own individual, willful, gross misconduct, gross negligence, or action taken in bad faith or plainly contrary to clear and express provisions of the Act or the Condominium Documents. The foregoing right of indemnification shall not be exclusive of other rights to which any

such officer or Member may be entitled to as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and other legal representatives of each such officer and Member.

ARTICLE X. SEVERABILITY

If any article, paragraph, sentence, clause, or phrase of these Bylaws or the application thereof in any circumstance shall be held legally invalid or unenforceable, the validity or enforceability of the remainder of these Bylaws or the application of any such article, paragraph, sentence, clause, or phrase in any circumstance shall not be affected thereby.

THE STATE OF TEXAS § COUNTY OF TRAVIS §

THIS IS TO CERTIFY that the foregoing Bylaws of Sunchase Homeowners Association was adopted by a majority vote of the homeowners of Sunchase Condominium by Proxies and verbal ballot, recorded by the secretary the vote was witnessed at a special homeowners meeting of the Board of Managers on November 16, 2007.

Richard L. Stafford, **Vice President, Board of Managers**

Phyllis Watts, **Corporate Secretary**

THE STATE OF TEXAS § COUNTY OF TRAVIS §

Richard L. Stafford and Phyllis Watts, acknowledged this instrument before me on the ~~19th~~ 21st day of November 2007, in their above stated capacities.

Notary Public in and for the State of Texas

PERLA LOPEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-29-11

After recording, return to:

Board of Managers
SUNCHASE HOMEOWNERS ASSOCIATION 9009 North Plaza #100
Austin, TX 78753

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Nov 19 10:47 AM 2007209466

BARTHOD $64.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

TRV 2016092819
9 PGS

CONDOMINIUM OWNERS' ASSOCIATON MANAGEMENT CERTIFICATE 2nd AMENDMENT FOR SUNCHASE HOMEOWNERS ASSOCIATION, INC.

This Management Certificate is recorded pursuant to Section 81.116 of the Texas Property Code. This amends all prior Management Certificates filed for this association:

Per Texas Property Code 209.004 (a-1) (effective September 1,2013) "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Condominium Owners' Association Management Certificate"

State of Texas §

County of Travis §

1. Name of Subdivision: Sunchase Condominium

2. Subdivision Location: Travis County

3. Name of Homeowners Association: Sunchase Homeowner Association, Inc.

4. Recording Data for Association: Information is contained it the Exhibit within the Declaration.

5. Recording Data for Declaration: Declaration for Courtland Place Condominium Filed at Travis County 1/2/1975, under pp.4 179-328; 1-08-3049-3198

Amendment to the Courtland Place Condominium (Including Change of Name to Sunchase Condominium) Filed at Travis County on Records 4/11/1978 under pp.6 200-236; 1-74-0334-0370

First Amendment to Sunchase Condominium filed at Travis County Condominium Records on 10/2/1979 under pp. 8 170-183; 2-12-6853-6865

Amendment to the Sunchase Condominium Declaration Filed at Travis County Real Property Records under pp. 12565 0798-12565 0800. Film Code 00005358703 Filed 11/15/1995

6. Bylaws and Amendments to the Bylaws are attached to Doc# 2012212511

Articles of Incorporation: The Articles were filed with the Secretary of State of Texas on 1/7/1992.

Policies: All listed policies are attached Doc# 2012212511
Parking and Motor Vehicle Rules 1997
Motor Vehicles and Parking Regulations 1/1/94
Procedures for the Collection of Delinquent Assessments 2/8/1995
Assessment Late Fee 11/14/1995
SHOA/Homeowner Cost Share for Replacement of Exterior Patio Fences 5/15/1991
Requirements for Installing New Air Conditioner Units on Flat Roofs 3/1/1996
Mail Room Bulletin Boards 1/11/1995
Pool Reservation Guidelines 8/1/1996
Policies on Retention of Records and Inspection of Records 3/1/1997
Enforcement Procedures for Pet Rule Violations 11/25/1997
Statement of Association Policy re Animals 11/25/1997
Statement of Association Policy re Enforcement
Procedures for Garbage Can/Trash Receptacles Violations 6/9/1998

The following Resolutions dated 5/19/2016 are filed and attached to this resolution:
Electronic and Telephonic Action Policy
Payment Plan Policy
Uncurable Violation Enforcement Resolution

8. Mailing Address and Contact Information for the Association and the Managing Agent:
Spectrum Association Management, LP
8303 North Mopac Expwy Ste B120
Austin, TX 78759
512-834-3900 Fax: 512-834-3901
contact@spectrumam.com

9. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowners association:

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 lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. 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.

Signed this 31st **day of** May **, 2016**

Sunchase Homeowners Association, Inc.

By: Gail Jaszcz
Gail Jaszcz (of Spectrum Association Management) Managing Agent

State of Texas §

County of Travis §

This Instrument was acknowledged and signed before me on 31, May, 2016 by

Gail Jaszcz, representative of Spectrum Association Management, LP, the Managing Agent for

Sunchase Homeowners Association, Inc. on behalf of said Association.

Jennifer Nutt
Notary Public, State of Texas

After Recording Return To:
Spectrum Association Management, LP
Attn: Transitions
17319 San Pedro, #318
San Antonio, TX 78232

Electronic and Telephonic Action Policy for the Sunchase Homeowners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Membership Voting Policy for the Sunchase Homeowners Association, Inc. (the "Policy") is adopted by the Sunchase Homeowners Association, Inc. (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, Section 209.0051(h) of the Texas Property Code was recently amended to allow the Board of Directors to take action outside of a meeting including voting by electronic or telephonic means without notice to the members; and

WHEREAS, pursuant to Section 209.0051(h), the Association desires to enact uniform procedures to ensure that for electronic or telephonic voting, each Director has a reasonable opportunity to express his or her opinion to all other board members and to cast his or her vote; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code 202.001, et. seq. and the Association shall have and may exercise discretionary authority with respect to these restrictive covenants;

NOW, THEREFORE, the Board of Directors hereby adopts the following Electronic and Telephonic Action Policy:

General Procedures:

1) Voting Quorum is defined as a majority of the Board positions currently filled.
2) Reasonable opportunity is defined as 72 hours .
3) Upon election to the Board of Directors, each Director has the responsibility to provide his or her preferred email address and phone number to the Association's managing agent and/or all other current Board members, and has the responsibility to update the email address or phone number if their preferred contact information changes.
4) At any point in time a Director may request an alternate method of voting. The Board of Directors may provide a reasonable alternative method of voting such as email, phone, fax, mail or other method agreed upon by the Board of Directors and the requesting Director.

Email Procedures:

1) When a matter arises for a vote of the Board of Directors for which email voting is permitted, the managing agent and/or the requesting Director shall send an email to the email address of each Director. The email will state the proposal(s) being voted on and include any pertinent information or documents

necessary for the decision to be made.

2) Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
3) A vote shall be considered concluded upon any of the following occurrences:
   a. At least a majority of the Directors vote to approve the proposal, or
   b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

Telephonic Procedures:

1) When a matter arises for a vote of the Board of Directors for which telephonic voting is permitted, the managing agent and/or the requesting Director shall contact each Director via provided contact information.
2) Each Director shall be informed of the proposal(s) being voted on and include any pertinent information for the decision to be made. A date, time and phone number shall be provided of when the vote will occur and allow for reasonable opportunity of review by each Director.
3) During the telephonic conference, each Director must be able to hear and be heard by all other directors. Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
4) A vote shall be considered concluded upon any of the following occurrences:
   a. At least a majority of the Directors vote to approve the proposal, or
   b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

All routine and administrative business of the Association may be conducted via email or phone as permissible by law.

EFFECTIVE DATE: 4/1/2016

Authorized Board Member Signature: _____ Date: 05/19/2016

Payment Plan Policy for the Sunchase Homeowners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

WHEREAS, The Sunchase Homeowners Association, Inc.(the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0062 of the Texas property Code requires that the Association adopt and record reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties; and

WHEREAS, the Association's Board of Directors (the "Board") desires to establish guidelines consistent with Section 209.0062;

NOW, THEREFORE, the Board has duly adopted the following "**Payment Plan Policy**" (the "Policy"):

1.) Eligibility:
   a. Any owner who has not defaulted under a previous payment plan during the past 12 months from the date a payment plan request is received by the Association shall be eligible for a payment plan under this Policy (a "Payment Plan").
   b. Any owner who has failed to pay in full or enter into a payment plan as described by Chapter 209.0064(b)(3) is not entitled to a payment plan.
   c. Any owner who has received a payment plan in the previous twelve months may be disqualified from consideration for a payment plan.

2.) Duration & Terms
   a. A Payment Plan shall have a minimum term of not less than 3 months;
   b. Association may use its discretion to determine the maximum term of a payment plan;
   c. Association may require a good faith payment of any amount deemed reasonable prior to commencing a payment plan.
   d. Any Eligible Owner shall be allowed, without deliberation by the Board, to pay a delinquent balance in up to 12 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan;
   e. Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish to be consider by the Association;

f. If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Association shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.

3.) Execution

a. All Payment Plans must be in writing and signed by the owner entering into said Payment Plan.

4.) Fees and Payment

a. All payments shall be due by the date specified in the Payment Plan;
b. Failure by an owner to make a payment by the time frame specified in the Payment Plan shall result in immediate default of said Payment Plan;
c. Additional monetary penalties will not accrue during the term of the Payment Plan. Notwithstanding the foregoing, interest as allowed under the Declaration may continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Furthermore, the Association may charge an owner a reasonable cost for administering the Payment Plan (the "Administrative Costs"). Any Administrative Costs will be identified in the Payment Plan.

5.) Default

a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current;
b. There is no opportunity to cure a default under a Payment Plan;
c. While an owner is in default of a Payment Plan issued pursuant to this Policy, payments by the owner shall be applied in the manner specified in the written payment plan agreement.

EFFECTIVE DATE: 4/1/2016

Authorized Board Member Signature: _____ Date: 05/19/2016

Uncurable Violation Enforcement Resolution for the Sunchase Homeowners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Pursuant to the Bylaws of the Sunchase Homeowners Association, Inc.(referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Sunchase Homeowners Association, Inc.., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Uncurable Violation Enforcement Policy

WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs. Uncurable violation is defined as: A violation that has occurred, but is not a continuous action or a condition capable of being remedied by affirmative action. The non-repetition of a one-time violation or other violation that is not ongoing is not considered to be an adequate remedy.

BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Uncurable Violation Enforcement Policy to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code.
2. All rules of the Association shall be enforced
3. The Violation Schedule (attached) shall be the Association's policy of enforcement of Uncurable Violations.
4. All other violations will be governed by the current Violation Enforcement Resolution and are not impacted by this policy.

EFFECTIVE: 4/1/2016

Authorized Board Member

05/19/2016
Date

Violation Procedure	Status	Action Required
Report/Sighting: Fine Assessed and Fine Notice sent (verified mail)	Notice of applied fine and the intent to assess additional fine for any future occurrences	Owner must not repeat action or condition

General Policy

If a homeowner is in violation of an uncurable violation as defined in this policy, the above table will govern action taken. All other violations will follow the Association Violation Enforcement Resolution. Uncurable violation examples include, but are not limited to: shooting fireworks, an act constituting a threat to health or safety, a noise violation that is not ongoing, property damage (including the removal or alternation of landscape), and holding a garage sale or other event prohibited by the dedicatory instruments.

Attorney Procedure

The Board, in its best discretion may decide when and if an account is escalated to an attorney or other third party for enforcement. The decision to escalate an account to the attorney may be based on violation severity, prior violation history or other factors that may influence the Board of Director's decision. If allowable by law or the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the Association's ordinary collection procedure or as permissible by law.

Other: This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Jun 14, 2016 11:57 AM 2016092819
RAMIREZA: $58.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Aug 18, 2023 08:57 AM Fee: $ 134.00
2023094609
Electronically Recorded

This page is intentionally added for electronic file stamp.

NOTICE OF DEDICATORY INSTRUMENTS
for
SUNCHASE HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

The undersigned, being the authorized representative of Sunchase Homeowners Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:

   a. Sunchase Condominium formerly known as Courtlandt Place Condominium, a condominium regime located in Travis County, Texas as described in the "Declaration for Courtlandt Place Condominium" recorded in Volume 4, Page 179, *et seq.* in the Condominium Records of Travis County, Texas, as amended.

2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:

   a. Documents:

      (1) Declaration for Courtlandt Place Condominium.
      (2) Amendment to Courtlandt Place Condominium Declaration.
      (3) First Amendment to Sunchase Condominium Declaration.
      (4) Amendment to the Sunchase Condominium Declaration.

   b. Recording Information:

      (1) Volume 4, Page 179, *et seq.* in the Condominium Records of Travis County, Texas.
      (2) Volume 6, Page 200, *et seq.* in the Condominium Records of Travis County, Texas.
      (3) Volume 8, Page 170, *et seq.* in the Condominium Records of Travis County, Texas.
      (4) Volume 12565, Page 798, *et seq.* in the Condominium Records of Travis County, Texas.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments

governing the Association which were previously recorded in the Official Public Records of Real Property of Travis County, Texas:

a. Document:

(1) Sunchase Homeowners Association, Inc. Bylaws as Amended November 2007.
(2) Open Records Policy for Sunchase Homeowners Association, Inc.
(3) Document Retention Policy for Sunchase Homeowners Association, Inc..

b. Recording Information:

(1) Travis County Clerk's File No. 2007209466.
(2) Travis County Clerk's File No. 2022106041.
(3) Travis County Clerk's File No. 2022106042.

4. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraph 3 above, the following documents are Dedicatory Instruments governing the Association:

a. Rules and Regulations Sunchase Homeowners Association [Revised August 2018].
b. Sunchase Condominium Rules and Regulations Vehicle Registration, Parking Regulations & Speed Limit [Revised September 20, 2001; October 1, 2002; June 1, 2003; April 30, 2022]

True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copy of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 15th day of August, 2023.

SUNCHASE HOMEOWNERS ASSOCIATION, INC.

By: _____

Clinton F. Brown, authorized representative

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 15th day of August, 2023 personally appeared Clinton F. Brown, authorized representative of Sunchase Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Notary Public in and for the State of Texas

SUSAN B. KRYGER
NOTARY ID #12401843-7
My Commission Expires
October 31, 2025

[redacted]

Rules and Regulations

SUNCHASE HOMEOWNERS ASSOCIATION

Revised August 2018

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SUNCHASE HOMEOWNERS' ASSOCIATION, INC.
Rules and Regulations

I. INTRODUCTION

A. PURPOSE OF RULES

The Sunchase Homeowners' Association, Inc. (Association) Rules and Regulations are designed to promote harmonious community living and to maintain, preserve, enhance, and protect the property values and assets of the community. They further include and summarize the Association's Declarations and Bylaws, various governmental ordinances, and insurance underwriting requirements applicable to residents of Sunchase Condominium.

B. ENFORCEMENT

Violations will be cited as described below.

1. The Association president or vice-president, or other designated officer or administrator, will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and/or informing them of potential or probable fines or damage assessments.
2. If the violation persists, a second notice will be directed to the violator describing the specific penalty. If the violator is not a Homeowner, notices will also be mailed to the Homeowner of the violator's unit.
3. The Board may from time to time adopt a schedule of fines for minor or recurring violations, but the Board may vary any fine depending on the special circumstances of each case.
4. The Board may assess fines against a Homeowner for violations of restrictions or standards of conduct contained in the Declaration or Association Rules which have been committed by a Homeowner, an occupant of the Homeowner's Unit, or the Homeowner or occupant's family, guests, employees, contractors, agents, Tenants, or invitees. Each day of violation may be considered a separate violation if the violation continues after written notice to the Homeowner.
5. The Board may assess damage charges against a Homeowner for pecuniary loss to the Association from property damage or destruction of common areas, common elements or common facilities by the Homeowner or the Homeowner's family, guests, agents, occupants, or Tenants.
6. The procedure for assessment of fines and damage charges will be as follows:
   a. The Association acting through an officer or Board member must give the Homeowner written notice of the fine or damage charge not later than 30 days after the assessment of the fine or damage charge by the Board; this date will in no event be later than 45 days after the date of the alleged infraction or Board discovery of the alleged infraction, whichever

is later;
   b. The notice of the fine or damage charge must describe the violation or damage;
   c. The notice of the fine or damage charge must state the amount of the fine or damage charge;
   d. The notice of a fine or damage charge must state that the Homeowner may, no later than 30 days after the date of time notice, request a hearing before the Board to contest the fine or damage charge; and
   e. The notice of a fine must allow the Homeowner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Homeowner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months. A reasonable time to cure is not necessary in a notice of damage charge.
7. Fine and/or damage charges are due immediately after the expiration of the 30-day period for requesting a hearing; or if a hearing is requested, such fines or damage charges will be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.
8. The minimum fine for each violation will be $25. Fines may be assessed for each day of violation.

II. ADMINISTRATIVE

A. HOMEOWNER AND TENANT INFORMATION

In accordance with Texas Property Code 82.114(e) new Homeowners are required to register with the Association, using the Homeowner and Resident Information Forms within 30 days of move in. Homeowners are required to register Tenant information with the Association, using the Homeowner and Resident Information Forms within 30 days signing a lease. The information on the forms is required by law and the Association. Any changes in the information provided initially (residents or vehicles) are to be reported promptly and in no instance later than 30 days after the change. Fines may be assessed for late submission of Homeowner and Resident information.

B. COLLECTION OF ASSESSMENTS

1. The Administrator will send the Homeowner a monthly billing statement electronically or by regular U.S. Mail. The statement will list current and past due assessments. Assessments past due 15 days will be designated delinquent.
2. All assessments not received by the Administrator by mail by the 15th will be deemed delinquent, and a late fee equal of $20.00 will be charged the Homeowner.
3. A late fee will not be charged on an assessment payment received on time as defined in Section 1 if the payment is at least 95% of the amount due on a current account. If the payment is less than 95% of the amount due, a late fee equal to $20.00 will be charged to the Homeowner.
4. Any payment received on an account will be first applied to the past due

balance, and a late fee will be assessed on the current month's assessment payable if not covered by the payment, in accordance with procedures defined in Sections 1 and 2.
    a. Late fees may not be charged on cumulative delinquent balances, past due late fees, or anything other than the current month's past due monthly Homeowner's assessment.
5. For any account over 60 days past due, on the 5th day of the month following payment due date, the President or Administrator will send the homeowner a Notice of Intent to Turn off Water, in accordance with Texas Property Code 82.102(14), notifying the homeowner that the water to the unit will be turned off on the 14th day of the month if full payment of the delinquent amount is not received by the Association or a payment plan is not initiated with the Administrator.
    a. The notice will be sent electronically and by certified mail to the Homeowner address on file, return receipt requested. The certified mail fee will be assessed against the homeowner.
    b. A copy of the notification and USPS certification number will be retained by the Administrator.
    c. A fee of $250.00 is charged to the Homeowner for both water disconnect and reconnect, respectively.
6. If the account is unpaid and water is turned off, on the 16th of the month the President will notify the homeowner of intent to file foreclosure proceedings in accordance with Texas Property Code 82.113.
    a. Notice will be sent by certified mail, return receipt requested.
    b. The certified mail fee will be assessed against the homeowner. One copy of the notice will he placed in the Administrator's records for the unit.
    c. The return receipt will be returned to the Administrator for the record.
7. Should the account remain unpaid 20 days after the mailing of the notice of intent to foreclose, the account will be referred to the Association's attorney for initiation of foreclosure proceeding and an administrative fee of $250, plus any subsequent legal fees incurred, will be assessed against the homeowner upon referral of the account to the attorney.
8. A fee of $25.00 will be charged the homeowner for payments made with an insufficient fund or stop payment check.

C. RETENTION OF RECORDS AND INSPECTION OF RECORDS

1. In accordance with Texas Property Code 83.114(a), the Association will keep for the time periods specified below:
    a. Detailed financial records that comply with generally accepted accounting principles to be kept for 3 to 10 years prior to current fiscal year. Financial or other records dating 11 years or more will be retained or destroyed at the discretion of the Board.
    b. Voting records, proxies, and correspondence relating to annual meetings and any issue voted upon by the homeowners, including amendments to the declaration and bylaws, election of officers, funding issues, or other

matters to be kept for 3 to 10 years prior to current fiscal year. Financial or other records dating 11 years or more will be retained or destroyed at the discretion of the Board.

c. The plans used to construct the condominium insofar as they are available.
d. The name and mailing address of each unit owner.
e. Minutes of meetings of the association, board and committees having authority of the board to be kept indefinitely and may be stored electronically.

2. All financial and other records of the Association for the current year and the two previous years will be reasonably available at the office of the Administrator or officer of the Board.
   a. A member Homeowner may examine and copy the Association's books and records at the office of the Administrator for any proper purpose, the books and records may be examined and copied at any reasonable time, and the Homeowner may examine and copy them in person or by an agent, accountant, or attorney.
   b. The Homeowner must make a written demand to examine the records addressed to the Board stating the purpose of the demand. An appointment for inspection of the records will be made during normal work hours unless, an alternate time is mutually agreed upon by the Board and Homeowner. Time will be allowed to retrieve fiscal records being examined by the Association's Certified Public Accountant or to retrieved current records being maintained by officers of the Board.
3. An attorney's files and records relating to the association are not records of the association and are not subject to inspection by unit owners or production in a legal proceeding.

D. INSURANCE

Sunchase Homeowners Association, Inc. maintains insurance coverage on the common elements, including all condominiums, as defined in the Declaration, excluding contents, ceiling, floor or wall and the like or personal property belonging to the Homeowner. Homeowners are responsible for obtaining insurance coverage for the interiors of their units, as defined-in the Declaration.

The Board will not procure or maintain any insurance covering the contents or the interior of any Unit, nor the liability of any Homeowner or Tenant not caused by or connected with the Board's operation, maintenance, or use of Sunchase Condominium.

The Board requires that each owner who leases a unit obtain personal liability insurance or requires tenants to obtain Renters Insurance (see Section E. Lease Agreements).

E. LEASE AGREEMENTS AND SHORT TERM RENTALS

Sunchase declarations do not limit terms of lease periods. Sunchase Condominiums

are not warrantable and does not qualify for Federal Housing Administration (FHA) Funding.

1. Homeowners may only lease unit(s) subject to all the terms in the Condominium Documents.
2. Homeowners are required to register Tenant information with the Association, using the Homeowner and Resident Information Forms within 10 days of signing a lease, or be subject to fines.
3. Homeowners leasing their units must show documentation of personal liability insurance or require Tenants to obtain Renter's Insurance.
    a. A copy of the lease and proof of insurance must be submitted to the Administrator within 30 days.
4. Homeowners are responsible for the conduct of their Tenant(s) and are subject to assessment of fines for Tenant rule violations.
5. A copy of the Association Rules and Regulations must be attached to leases between a unit Homeowner and tenant.
6. Homeowner may not lease units, for any period of time, to a participant in the Section 8 housing program.
    a. A violation of this rule shall be considered a lease violation and the association will have the right to evict all Tenants and occupants in violation of this rule.
    b. A fine of a minimum of $100.00, plus $500.00 per day of violation, will be assessed for violations of this rule.
    c. Owners will be responsible for all costs of the eviction suit, including attorneys' fees.
7. The owner is responsible for providing a swimming pool key to the Tenant; a Tenant cannot obtain a key from the Association. If the owner does not have a Tenant swimming pool key, the Association will provide the owner with a tenant key at a cost of $25. The Homeowner will be held responsible for the Tenant's compliance with the Association's rules and regulations governing use of the pool area.
8. During any time that a unit is vacant, the Homeowner must contact the Association and arrange for the water to the unit to be turned off to prevent possible water damage.
9. If a unit is used for short term rentals (STR), the Homeowner must obtain the appropriate use permit, in accordance with City of Austin Code.
    a. Homeowner must provide proof of personal liability insurance and copy of STR permit to the Administrator.
    b. For use of common area facilities and public liability insurance purposes, Homeowners who have short term rental guests on the property must register guest information with the Administrator on the form provided by the Association. Failure to register guests will result in fines.
    c. Homeowner must provide copy of Sunchase Rules and Regulations and Parking Instructions to short term renters.
    d. Short Term Rental is defined as residential dwelling units or an accessory building rented on a temporary basis for periods of less than 30 consecutive days.

e. Maximum occupancy is 10 guests.

III. GENERAL

A. MAINTAINING THE APPEARANCE OF SUNCHASE PROPERTY

1. Installation of exterior shades, window guards, storm doors, or patio covers must have prior approval of the Board.
   a. The Board shall not approve of any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Project or Project Property.
2. Installation of window-mounted fans, ventilator fans, or air conditioners is prohibited.
3. Overgrowth of foliage on the building structure, including brick and siding is prohibited. Homeowners are responsible for maintaining enclosed patio areas.
4. Exterior seasonal and/or holiday decorations will be permitted but must be removed one week following the holiday.
5. Residents may not paint the exterior of any building, including, without limitation the patio, fences, carports, garages, or storage areas without approval of the Board filed with the Administrator. The Board reserves the right to deny requests to maintain continuity of appearance.
6. Bicycles, scooters, skate boards, or similar toys or personal property may not obstruct entrances, sidewalks, yards, driveways, or parking areas in any way.
7. Residents must keep the interior of patios, storage sheds, garages, and carports clean and free from obstructions.
   a. This includes standing water, pet food or waste, or garbage. Hot tubs/Jacuzzis/pools are not permitted
8. Balconies or front porches may not be used for storage.
9. Residents may plant shrubs or flowers in patios or shrub beds in the common area with the understanding that maintenance of the plants is the responsibility of the resident. Residents wishing to plant trees in patios or common area must obtain the prior approval of the Board. Large trees may not be planted in patios.
10. The Association will trim and prune trees and overgrown shrubs in the common area and limited common element patios to remove growth from roofs, buildings, or carports. Other trimming of patio trees to meet aesthetic or personal preferences is the responsibility of the Homeowner. Residents must provide Association employees or contractors access to patios for tree or shrub trimming or tree removal purposes, with notice to be given in advance to the residents whenever possible.
11. No sign or advertisement may be displayed in the common or limited common areas.
    a. Private signs ("For Sale," "For Lease," political) may be displayed from within the individual unit. Signs for special events (real estate open house, garage sale, and the like) may be posted with prior permission of the Board.

12. Interior window treatments visible from the common area must be traditional blind's, curtains, drapes, shades, or shutters.
13. The common area (lawns and streets) may not be used in any way for the drying shaking, airing or cleaning of any material, merchandise, or equipment.
14. In general, no activities will be carried on nor condition maintained by any resident either within his unit or in the common area which despoils the appearance of the premises.

B. GARBAGE AND TRASH

1. Garbage cans, recycling bins, or other trash receptacles must be placed at each unit's pickup area behind the unit's, garage or carport on collection days designated by the City of Austin, or no earlier than 6:00 p.m. preceding the designated collection day.
2. The garbage cans, recycling bins, etc. must be returned to their storage areas (garage, carport, or patio) by 10:00 a.m. the morning following the designated collection day. When stored in carports, trash receptacles may not extend beyond the street-side overhang of the carport.

C. PROHIBITED ACTIVITIES

1. No Homeowner or Registered Tenant shall commit or cause to be committed any act or work that will impair the structural soundness, appearance or integrity of the Sunchase Property or impair any easement or other right.
    a. Such prohibition shall extend to and include without limitation the erection of awnings, the placement of any reflective or other material in the windows of the Units (other than draperies, or the like) or other exterior attachment
2. No activities may be carried on or permitted in any unit or elsewhere on the project property that disturb the rights, comforts, health, safety, or conveniences of other persons in the complex.
3. When in or on Sunchase property, no person may violate any criminal laws, health codes, or other applicable laws.
4. There may be no tampering with water, lighting, sprinklers, pool equipment, or other common elements.
5. There may be no soliciting on the premises for any purposes without prior approval given by the Board of Managers.
6. Other prohibited activities are: possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; displaying, or discharging a weapon; or using or discharging firecrackers or fireworks in, or about the premises.

D. CHILDREN

Sunchase does not have a designated play area for children.

1. Children are allowed to play in private play areas or patios.
2. Children may not play in carports, service streets, or in entrance ways in front of units other than their own.
3. Children may not play in the mail room.
4. For their own safety, children may not climb trees, retaining walls, roofs, fences, or other structures on the property.
5. Children 6 and under may not play in the common area without adult supervision.
6. Children 14 and under are not permitted in the pool without adult supervision.
7. Children 3 and under are required to wear a swim diaper while in the pool.

E. PETS

1. No animals of any kind, other than household pets, may be housed in or kept in, on or about the premises, including Units.
2. Residents may not permit pets to disturb the rights, comforts, and conveniences of other residents. This applies whether pets are inside or outside of units.
3. Pets must be kept on leash at all times in the common areas of the property.
4. If pet defecation occurs anywhere on the common area, including walkways, parking areas, grassy areas, or other places, residents are responsible for the immediate removal of waste and repair of damage.
5. Pet owners may be requested to remove pets from the premises if the Association receives reasonable complaints from other residents or if the Association determines that pets, after due notice to owners continue to disturb the rights, comforts, or conveniences of other residents.

F. WATER CONSERVATION WATER DAMAGE PRECAUTIONS

1. Water may be allowed to run only during the time that is needed to accomplish the task for which water is used, such as watering the lawn or shrubbery, but not to the point where water runs onto sidewalks or streets.
2. Washing of automobiles on the complex is permitted from April to November only. Washing of automobiles during the months of November through March is prohibited.
3. Use of water by children for play is prohibited.
4. Leaking faucets and commodes inside units or in patios are to be repaired promptly by unit owners.
5. Leaking faucets accessing the common area outside buildings should be reported to the Board or the Administrator immediately.
6. Any resident washing a patio, carport, or driveway must not allow residues from paint or other material that visibly stains the water to drain onto the street. The resident will be responsible for removal of the stain from the street.

G. COLD WEATHER PRECAUTIONS

1. During periods of freezing weather, the follow precautions must be taken. Freezing is defined as 32 degrees Fahrenheit or below.
2. If away from home for four hours or more, the thermostat is to be set to a minimum of 65 degrees. The heat is not to be turned off.
3. Cabinet doors under sinks adjacent to outer walls are to be opened while the resident is away from home.
4. Inside faucets adjacent to outer walls are to be turned on to drip.
5. When a hard freeze occurs, outside faucets should be turned on to drip 24 hours a day (5 drops per second).
6. If going out of town during the winter months, the unit's resident should turn off the water to the unit and drain the lines. The hot water heater should be turned off to prevent damage to the heating element.

H. ASSOCIATION/HOMEOWNER COST SHARE FOR REPLACEMENT OF EXTERIOR PATIO FENCES

Exterior fences must be functional and remain in good general appearance. Exterior patio fences are limited common elements. Regarding exterior facing patio fences installed or replaced after July 31, 2018, overgrowth of foliage is prohibited and the responsibility of the Homeowner.

1. Sunchase Homeowners Association will pay one half the cost for replacement of an exterior patio fence as a limited common element, including cost of materials and labor, with the remaining cost to be assessed the Homeowner.
    a. A Homeowner must obtain the approval of the Board for replacement of his or her patio fence, a Limited Common Element. Upon approval to replace, the Administrator will request an estimate of labor and materials cost for the Homeowner's signature before a work order is issued.
    b. Once the estimate is obtained, the Homeowner has 10 business days to reject the estimate, or the estimate will be considered accepted.
    c. The Homeowner's portion of cost will be payable upon completion of the fence installation and will constitute a lien upon the Homeowner's unit.
    d. If the outer fence is a double-sided fence (pickets facing each side of the fence), the Association will pay only one-half the cost of the outer fence. Inner fences are the responsibility of the Homeowner.
2. Replacement and for repair costs of interior patio fences adjoining two yards are the responsibility of the two adjoining Homeowners. If the fence is double-sided, each Homeowner is responsible for the pickets facing his or her patio.
3. The unit owner will be responsible for the cost of upgrades (e.g., pickets exceeding 6' in length) or for installation of metal or boards designed to protect the fence from dirt from shrub beds.

I. REQUIREMENTS FOR INSTALLING NEW AIR CONDITIONER UNITS ON FLAT ROOFS

1. Homeowners must obtain written approval from the Board for the installation of new air conditioner units on flat roofs. Prior to installation to assure the following:
    a. The unit is to be placed so that the major weight is on a wall support. 4x4 skids are to be placed at 45 to 90 degree angles to the roof trusses, and if deemed necessary by the Association, be longer in length than the air conditioner for maximum distribution of weight.
    b. Skids are to be slip sheeted with at least two layers of roofing paper roofing material will be supplied upon request by the Association's roofing contractor.
    c. The weight of the unit may not significantly exceed the weight of the unit being replaced. Manufacturer weight ratings will be provided to the Board by the AC contractor.
2. Homeowners installing new air conditioners without written approval of the Board will be obligated to pay for the repair of any future roof leaks resulting from the placement of air conditioners not meeting the above criteria.
3. Any damage to the roof resulting from the installation of a new air conditioner will be repaired at the Homeowner's expense.

J. ANTENNAS AND SATELLITE DISHES

1. The following antennas and satellite dishes are not permitted: antennas or dishes that only transmit signals; antennas or dishes that interfere with reception of video signals by other units; antennas or dishes located in common areas, common elements or unit entry areas, and dishes greater than one meter in diameter.
2. Unless prohibited above, an antenna or satellite dish may be installed only: (l) inside a living area or a unit; or (2) outside on a patio, (3) on the rear brick-side of the chimney. The dish may not be mounted on a roof.
3. Installations is allowed only if the plans and specifications for location, attachment, safety and screening are approved in writing by the Board for compliance with the following standards for the dish: must be properly bolted and secured to the concrete, patio, or chimney which is either part of the unit or a limited common element to which the unit owner has exclusive use; be screened by a fence, wall, landscaping or potted plants to the greatest extent possible, in order to prevent the dish from being seen from any street, common area, or other unit; and be located, within reason, in the least visible place on the patio or chimney of the unit.
4. The Board will consider a roof mounting only if required for satisfactory reception and only if requested in writing of the Board and approved in writing by the Board. In no instance may the mounting be made on a flat roof.
5. The Association is not responsible for the maintenance or repair of any satellite dish or antenna, even if it is attached to a limited common element. The unit owner is liable for all damages to Association property,

personal property, animals and persons caused by the owner's installation of an antenna or dish. The unit owner is responsible for restoring any limited common element to its pre-antenna dish installation status upon removal of the antenna or dish.

6. The location, installation and screening requirements are based on aesthetics, non-interference with reception by neighbors, preservation of property values and safety, including avoidance of injury or property damage from improperly installed or otherwise dangerous antennas or dishes.

K. MAIL ROOM BULLETIN BOARDS

1. Each bulletin board will be labeled to specify by whom the board may be used and each will have a written statement giving any restrictions on material that may be posted.
2. The bulletin board on the east side of the mail room is restricted for the use by the Board and official notices from the U.S. Postal Service. Examples of postings include notices of Board Meetings, Association sponsored functions, water turn-off notices, and the like. Each posting is required to have the date of posting.
3. The bulletin board on the north side of the mail room is reserved for the use by residents of Sunchase. Examples of postings include for sale and garage sale notices, business cards of the resident, and other information residents wish to share with others. All postings are required to have the signature and unit number of the resident, and preferably the date of posting,
4. The bulletin board on the south side of the mailroom is reserved for the posting of nonresident announcements that have the signature and unit number of a resident which will indicate that the announcement is recommended by the resident. Examples of postings include community functions, business cards or announcements of service providers (e.g. wood sales, plumbers, electricians, AC technicians, etc.), or any outside activity endorsed by a Sunchase resident. Announcements without resident endorsement will be removed from the bulletin board.
5. Announcements of Association sponsored social events or events to which all Association residents are invited may be posted on each of the bulletin boards but must be removed the day following the event.
6. News notes or announcements that are not date specific will be removed after one week unless they pertain to an ongoing program or service.
7. Residents will be encouraged to use the bulletin boards as a communication center.
8. Responsibility for monitoring the bulletin boards for removal of out-of-date information or unsigned information will be that of the Administrator or designated Board member.

III MOTOR VEHICLE REGISTRATION AND PARKING REGULATIONS

A. REGISTRATION OF VEHICLES

For purposes of security and for parking space control, each vehicle, boat, or trailer brought anywhere onto the project by a resident or a member of the resident's household must be registered with Sunchase Homeowners Association using the Resident Information Form available from the Administrator. Parking spaces are first come, first serve for residents and invited guests only. Unauthorized vehicles will be towed at the owner's expense.

B. FINES

Parking violations may result in vehicles being towed off the premises, with or without notice. Routine parking violations will be cited by contact with the violator or by notices placed on the vehicle in violation of the Association's parking rules, and notices mailed to the Homeowner.

C. GENERAL

1. Any vehicle not registered with the Association and not belonging to an invited guest will be considered an unauthorized vehicle.
2. No vehicle may be parked in a common area guest space for more than 12 hours.
    a. The 12-hour rule is not enforced on weekends except for designated Visitor Parking spaces in front of the tennis court.
3. The following are prohibited in the common area of the property at all times:
    a. Vehicles inoperable due to flat tires or other conditions;
    b. Vehicles with an expired State license or inspection sticker; and
    c. Vehicles taking more than one parking space.
    d. Such vehicles will be towed at owners' expense.
4. No boats, airplanes, trailers, busses, campers or motor homes will be allowed to be parked on or within the premises, except within the carport or garage of the owner thereof, with the exceptions noted below:
    a. Residents may arrange for recreational vehicles belonging to short-term guests to be parked in designated areas of the complex for periods not exceeding 10 days.
    b. A resident may park a recreational vehicle behind his or her unit for a two-day period before or after a trip for purposes of loading and unloading the vehicle providing that such parking will not impede flow of traffic. Guest spaces may be used except for Visitor Parking spaces in front of/south of the pool.
5. Double-parking or parallel parking beside a carport or garage is prohibited at all times and is subject to towing without notice at the vehicle owners' expense; with the following exception:
    a. Actively loading or unloading with Homeowner/Tenant present.

6. No parking is permitted along red curbs, on the grass, or in any area that is not a lined-marked space. Vehicles parked in no-parking zones will be towed at the owner's expense, without warning.

D. RESIDENT (HOMEOWNER/TENANT) PARKING

1. A Sunchase Resident may park:
    a. in the assigned carport or garage; or
    b. in any line-marked parking space on the inner streets of the complex not designated for Visitor Parking Only by appropriate signage.
2. No resident may permit guests or members of his household to use carports or garages owned by other Residents without the permission of the other Residents.
    a. Vehicles parked without permission in carports owned by other Residents will be towed away at the owner's expense without notice upon complaint of the Homeowner (or unit Tenant) of the carport.
3. No vehicle belonging to any Homeowner, Tenant, guest, or employee of a Resident may be parked in such a manner as to impede or prevent ready access to or egress from another Resident's carport or garage. Such vehicles are subject to tow without warning.
4. Sunchase Residents may not park in the spaces designated for Visitor Parking, by signage in front of the tennis court.
5. Storage of a vehicle in a line-marked common area parking space is prohibited (parking a vehicle not in use for extended periods of time). Exceptions may be approved at the discretion of the Board in limited instances, based upon extenuating circumstances.
6. Vehicles parked in line-marked spaces must be operable, must have current licenses and inspection stickers, and must occupy no more than one parking space.

E. GUEST PARKING

1. Guests of a Sunchase Resident may park:
    a. in their host's carport or garage;
    b. in any line-marked parking space on the inner streets of the complex; or
    c. in the spaces designed for visitor parking in front of the pool.
2. Vehicles belonging to nonresidents may not be allowed on the premises for extended periods of time without prior arrangements with the Board.
3. Guest(s) visiting for an extended period of time or visiting on a daily basis (or more than four times a week) are considered permanent guest(s) and should park in common area parking, not specifically designated for Visitor Parking, in front of the tennis court.

F. SPEED LIMIT

The speed limit within the confines of the complex will not exceed fifteen (15) - miles per hour.

IV. SAFETY and SECURITY

A. SECURITY

The Association does not provide security services. The best safety measures Homeowners/residents can take are the ones they themselves can perform as common sense and habit.

1. Lighting
   a. Homeowners are responsible for replacing front porch, rear patio, exterior garage and carport lightbulbs, as Limited Common Elements.
   b. Front porch lights must be standard white lights only.
   c. Homeowners are responsible for ensuring front porch lighting is maintained in good working order and appearance.
   d. Homeowners and Tenants are requested to report common area lighting problems or hazardous conditions in the common area immediately to the Association's Administrator. The Association cannot and does not check exterior lighting on a daily basis and must rely on unit Homeowners and Tenants to notify the Board or the Administrator when common area lights are burned out or insufficient in some manner.
2. Mailboxes
   a. The Board has the exclusive right to designate the type, size and location, and signage on mailboxes. Names on mailboxes are not allowed and may be removed by the Board without prior notice because publicly identifying names with a particular unit increases the risk of crime for occupants of the unit. Names of Residents must be placed on a label inside the mail box.
   b. The unit Homeowner is responsible for replacement of keys to mailboxes. Keys are not available from the U.S. Post Office, nor the Association, and must be provided by private locksmiths.
3. Keyless Night-locks
   a. It is recommended that owners install a keyless night lock on each entry door. The preferred type of keyless night lock is a keyless deadbolt which is operated from the inside only and which cannot be opened from the outside under any circumstances if it is engaged. Chain type night or slide belts which are attached to the door trim are much less effective because they can be easily broken loose by an intruder. All owners are requested to install sliding glass doors. The purpose of this request is to increase the safety for occupants.
4. East Sidewalk Gate
   a. The east vehicle gate is an improvement designed for the protection of property and persons and may only be used by emergency vehicles and maintenance personnel.
   b. The east sidewalk gate is keyed to allow authorized users to have access

to an adjacent unit or to have access to the area beyond the gate to walk pets or to walk for exercise.

c. Any time the east sidewalk gate is opened by key, it must be locked by the user by key even if access and exit is only for a short time.
d. Any person provided a key to the easy sidewalk gate who fails to lock the gate upon exit will lose the privilege of having a key and/or be fined for the violation.

5. Reporting Emergencies. In case of fire, smoke, or suspected criminal activity involving imminent harm, residents should immediately telephone the local fire, police, or EMS department (or 911 if applicable) and then contact the owner, Board member, or Association Administrator.

B. FIRE SAFETY

1. Smoke Detectors. Each Homeowner is required to install a battery or electric-powered smoke detectors in the unit and maintain it in accordance with state law. The occupants must keep the batteries in working conditions at all times.
2. Fire Extinguishers. Each owner is required to install a fire extinguisher, size I Al OBC (23 pounds), in the kitchen of the unit and maintain it in accordance with state law. The occupants must keep the fire extinguisher in working condition at all times.
3. Fireplace Safety
   a. Paper, softwoods (such as pine, spruce or fir), charcoal (designed for charcoal grills), live trees (such as leftover Christmas trees), scrap lumber or cloth may not be burned in the fireplace. The best fuel for a fireplace is a seasoned hardwood, such as oak, hickory, ash, or maple.
   b. If using paraffin logs (manufactured logs available in local supermarkets, etc.), only ONE log at a time may be burned in the fireplace. The log should be allowed to burn normally it is not to be broken up, as this increases the speed of heat release.
   c. A fire may not be started on the floor of the fireplace. While andirons are traditional, a basket type grate is more effective in keeping the logs contained.
   d. A fire screen must be used to keep sparks or hot coals from popping out onto the floor. A fire is never to be left unattended and a fire must be put out before leaving the home.
   e. Ashes should not be removed from the fireplace while they are still hot. When they are removed, they should he placed in a metal container and checked for embers, which can smolder for days. Ashes must be deposited in garbage containers and must not be deposited on the property.
   f. Once a year, the chimney should be checked for creosote build-up, and if there is any, it should be removed.
4. Flammable Materials
   a. Care should be taken in using candles or kerosene lamps. Only battery-powered lighting may be used for light if electricity is interrupted or terminated.
   b. Residents will exercise care when using and storing flammable fluids or

other hazardous materials.

V. SWIMMING POOL AND TENNIS COURTS

A. SWIMMING POOL RULES

1. Homeowners and registered Tenants must be present during use of the pool.
2. The pool and tennis court area Closes at 10:00 p.m. on weekdays and 11:00 p.m. on weekends (with the exception noted in Section B(1)(a) below), with no loud talking or music allowed after hours.
3. There is no lifeguard on duty.
4. The life ring is for use in emergency situations. It is not a toy. Homeowners or Registered Tenants will be subject to fines if observed using the life ring inappropriately.
5. Children less than 14 years of age are not permitted in the pool or court area without adult supervision. Adult is 18 years or older.
6. Domestic animals and other pets are not allowed in the pool enclosure area. Service animals are allowed on the deck and within the pool enclosure but not in the pool (25 TAC §265.203(f)).
7. Running, rough play in or out of the pool, excessive splashing, and diving from the sides of the pool can be dangerous and is prohibited.
8. Toddlers 3 years and under must wear regulation swim pants/diapers while swimming in the pool.
9. No electrical equipment is allowed in the pool area.
10. Swimming pool furniture may not be placed in the pool at any time.
11. Hair pins, coins, or other metal objects in the pools may not be placed in the pool; metal objects will stain the finish of the pools.
12. No person may eat, drink, or smoke while in the pool (25 TAC §265.202). Smoking is prohibited at the pool edge.
13. Swimming after eating or drinking alcohol or taking medications is to be avoided.

B. GENERAL

The Board is empowered to remove anyone from the pool and pool area who are not authorized, who are not following posted pool rules, and whenever noise levels become excessive.

1. Use and Enjoyment.
    a. Homeowners and Registered Tenants may use the pool and pool area after hours if observing absolute quiet.
    b. Any person bringing a float, toy, or play equipment into the area must remove the item(s) when leaving the area. Permission to bring special items to the area prior to a special event can be arranged with the Administrator.

c. Items left in the pool or pool area will be discarded.
d. The tables and chairs in the loggia/clubhouse are for the use of Homeowners, Registered Tenants, and guests. The tables and chairs may not be removed from the loggia/clubhouse.
e. All lighting and fans must be turned off after use.
f. Homeowners and Registered Tenants must clean up after themselves and remove all large trash items.

2. Access to the Locked Area
   a. The gate to the swimming pool, tennis and basketball court area must be closed at all times. Failure to keep the gate closed while using the facilities will result in loss privilege to use the facilities.
   b. Each new Homeowner may obtain a key from the Administrator. Broken or damaged keys will be replaced at no charge upon presentation of the broken or damaged key. Other replacement keys will be issued for a nonrefundable fee of $25.00.
   c. Homeowners are responsible for providing a key to his Registered Tenant, with or without charge. The Homeowner may authorize the Administrator to issue a key to the lessee with the understanding that the fee of $25.00 will be assessed the Homeowner.
   d. The Association will not issue a key to any person who is not a Homeowner.
   e. The gate to the swimming pool and court area will be the only entry used to access the area. Climbing over or through the fence is prohibited and will result in loss of privileges to use the facilities; failure to comply with loss of privileges will result in fines.
3. Loggia/Clubhouse Reservations.
   a. A written request for reservation using a reservation form provided by the Association for the loggia/clubhouse is required whenever a Homeowner or registered Tenant plans to use the loggia to host to 10 or more guests.
      i. The request must be made a minimum of 72 hours or 3 days in advance.
      ii. The reservation includes exclusive use of the tables and chairs under the loggia/clubhouse area, the kitchen, and barbeque grill.
      iii. The reservation form is to be submitted to the Administrator who will confirm subject to availability evidenced by the Sunchase reservation calendar.
   b. A refundable deposit of $125.00 is required at the time of reservation.
   c. The loggia/clubhouse may not be reserved on consecutive days of the weekend or on a major holiday or holiday weekends. If a reservation is approved for a Saturday, another reservation cannot be made for a Sunday; or if made for a Sunday, another cannot be made for the Saturday preceding. Major holidays include Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Years' Day.
   d. A reservation for the loggia/clubhouse does not give exclusive use of the swimming pool to the Homeowner or registered Tenant.
   e. All tables and chairs used must be cleaned after the function and

returned to their appropriate locations. The bathroom and the kitchen facility must be cleaned after the function and food or drinks must be removed from the refrigerator. Food or drink spills in the loggia or pool area must be cleaned.

f. The ceiling fans may be turned on during the event. It is the responsibility of the person making the reservation to turn the fans off after the event.
g. Garbage bags used during the function are to be removed and placed in the larger exterior city garbage can, on the street-side of the loggia. A $50.00 fee will be assessed the Homeowner or registered Tenants unit if garbage or trash is not removed after the function.
h. Glass serving dishes for food may be used if restricted to the loggia/clubhouse area tables.
i. The Homeowner or Registered Tenant will be responsible for his or her guests' compliance with all rules contained within, posted at the entrance of the pool, and in the pool area.
j. The Homeowner or Registered Tenant will be required to make every effort to keep the gate to the pool closed at all times during the function. The Homeowner or Registered Tenant assumes responsibility and liability for any accident involving an underage person entering the pool area through an unsecured gate during the function.
k. Additional fees may be assessed the Homeowner or registered Tenants unit for damage to any equipment or fixture for failure to clean the facilities after the function, or for failure to return tables or chairs to their appropriate locations.

4. Guests.
   a. Homeowner or Registered Tenant must be present at all times when guest(s) are in the pool area. The number of guests in a single group in the pool area may not exceed 10 individuals without a documented reservation with the board (see below).
   b. The Homeowner or registered Lessee will be responsible for his or her guests' compliance with all rules contained within, posted at the entrance of the pool, and in the pool area.
   c. Fees may be assessed the Homeowner or registered Lessees' unit for damage to any equipment or fixture for failure to clean the facilities after the function, or for failure to return tables or chairs to their appropriate locations.
5. Community Barbeque Use.
   a. The community barbeque may be used at your own risk.
   b. Persons 18 years and over may use the barbeque.
   c. Users must provide and remove propane tank.
      i. A propane tank may be rented from the Association for a non-refundable fee of $10.00 with 48 hours' notice.
   d. Users must provide appropriate barbeque tools.
   e. Users must clean up the barbeque area when done.
   f. Users must allow barbeque to cool and replace the grill cover before leaving.

C. TENNIS & BASKETBALL COURT RULES

1. Court shoes are required when using the tennis or basketball courts.
2. Homeowners, Registers Tenants, and guests are responsible to pay the cost of repair for any damage to the courts or nets. Abuse of the tennis courts will result in loss of privilege of use; failure to comply with loss of privileges will result in fines.
3. No bicycles, lawn chairs, hard sole shoes, or any other hard surfaces that may cause damage to the courts are allowed on the courts.
4. Proper etiquette will be observed on the courts at all times.
5. The court lights may be turned on at the switch by the pump room door only when the courts are being used.
6. The court area may not be used after hours. Lights in the tennis court area must remain turned off after hours.

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The only change is "for more than 12 hours Not 24 Carole Case SHOA

Sunchase Condominium Rules and Regulations
Revised September 20, 2001; October 1, 2002; June 1, 2003, April 30, 2022

VEHICLE REGISTRATION, PARKING REGULATIONS & SPEED LIMIT

A. REGISTRATION

1. For purposes of security and for parking space control, ALL cars, motorcycles, boats, or trailers brought anywhere into the condominium property by a resident **must be registered** with the Sunchase Homeowners Association (HOA) using the resident log in possession of the HOA board. All residents need to also **display the Red (or Blue) Resident sticker** on their car's windshield (where for Motorbikes?).
2. Both homeowners and renters are considered Residents for the purpose of registration, parking regulations and speed limit. All should have vehicles registered with the HOA and display the Resident sticker. It is responsibility of landlords to communicate this registration and parking regulations to their tenants.
3. Each unit has the right to receive two yellow rearview mirror Visitor hang tags for guests. A third of a for can be granted by special request. Such hang tags show the unit number that is responsible for the visiting vehicle and are crucial to safety control.
4. Any vehicle not registered with the HOA and not belonging to an invited guest, ie, that has not a resident sticker or a yellow rearview mirror Visitor hang tag and is in the condominium property for more than 12 (or 24) hours will be considered as an authorized vehicle.

B. PARKING

1. Parking spaces are for residents and visitors only. Unauthorized vehicles will be towed at the vehicle's owner's expense.
2. Residents and Visitors cannot use a carport or garages different from their own without permission. If a vehicle is parked without such permission, the affected resident and/or the HOA board will attempt to contact the vehicle's owner using the information provided in the registration log and/or the yellow rearview mirror Visitor hang tag, but if contact cannot be completed and/or expressed permission to use carport or garage cannot be verified, the in-fault vehicle will be towed away at the vehicle owner's expense.
3. All vehicles of residents and guests must be parked, allowing access to other units' carports or garages. If a vehicle is obstructing access to carports or garages in anyway, the affected resident and/or the HOA board will attempt to contact the vehicle's owner using the information provided in the registration log and/or the yellow rearview mirror Visitor hang tag, but if contact cannot be completed, the in-fault vehicle will be towed away at the vehicle owner's expense.
4. No parking is permitted a long-red curbs, on the grass, or any area that is not a line-marked space. Vehicles parked in prohibited areas will be towed at the vehicle's owner's expense.
5. All vehicles parked in line-marked space across the condominium must be operable, must have current license and inspection stickers, and must occupy no more than one parking space.
6. Double parking beside a carport or garage is prohibited if the vehicle extends into the street. Double parking beside a carport from units 101 - 115 is always prohibited.

B.1 RESIDENTS PARKING

1. Residents are both homeowners and renters. All should have vehicles registered with the HOA board and obtain a red (or Blue) sticker to display on their car's windshield. It is responsibility of landlords to communicate this registration and parking regulations to their tenants.
2. Residents may park in their assigned carport OR garage OR in any line marked parking space on the inner streets of the complex not designated for visitor parking by appropriate signage.
3. Residents should avoid parking in the visitor parking area in front of the pool for extended periods of time, except when using the pool or when loading/unloading items.
4. Boats, airplanes, trailers, buses, campers, or motorhomes are only allowed to park in the carport or garage of the owner thereof.

    4.1 Owners of such recreational vehicles can request a special authorization from the HOA board to park in a different area. Such special permission will only be granted for a period of 10 days.

    4.2. Residents may park a recreational vehicle behind their unit for a one-day period, before or after a trip for purposes of loading and unloading the vehicle, providing that shed parking will not impede flow of traffic and a yellow rearview mirror Visitor hang tag is displayed.

5. Parking of a not-in-use vehicle is allowed only in the resident's carport or garage. This includes inoperable vehicles due to flat tires or other conditions, expired license, or inspection stickers. Storage of a resident's vehicle in a line parking space is prohibited. Exceptions may be approved at discretion of the HOA board and limited instances based up an extenuating circumstance.

B.2 VISITORS PARKING

1. The Visitor Parking area in front of the pool is for visitors only. Visitors may park in that area without a yellow rearview mirror Visitor hang tag if they are in the pool and can stay parked there only for up to 12 hours as long as they have a yellow rearview mirror hang tag or indicate in other way which unit they are visiting. At the end of the 12-hour period, all visitors need to move to another visitor parking area AND display the yellow rearview mirror hang tag to avoid being towed at their expense.
2. Visitors of a Sunchase residents may park in their host's carport OR garage without yellow rearview mirror Visitor hang tag for as long as they want.
2. Visitors of a Sunchase residents may park in any line-marked parking space in the inner streets of the complex without restriction of time only when the yellow rearview mirror Visitor hang tag is always visible.
3. Visitor's vehicles parked in prohibited areas with a yellow rearview mirror Visitor hang tag will be towed away at the vehicle owner's expense only after the HOA board attempts to contact the vehicle's owner using the information provided in the yellow rearview mirror Visitor hang tag.
4. Vehicles owned by short term renters can only park in the unit's carport or garage without yellow rearview mirror Visitor hang tag. If the short-term renters have visitors, they need to park in the appropriate areas and display the yellow rearview mirror hang tag as all visitors.
4. Service/Delivery vehicles identified with logos that stay in the property only for a short period of time do not need a yellow rearview mirror Visiting hang tag but need to park without obstructing any carport or garage. If parked Service/Delivery vehicles must obstruct carports or garages for the purpose of their service, they need to display the yellow rearview mirror Visitor hang tag so the affected resident can contact them to move the vehicle.
5. Visitors with recreational vehicles need to display the yellow rearview mirror Visitor hang tag and stay in the property for a period of 10 days only after authorization from the HOA board has been granted

C: SPEED LIMIT
The speed limit within the complex is 15 mph.

EMAIL DRAFT

Dear All,
Considering that there are several units that are not up to date with car registration, members of the HOA board will be at the pool on Saturday 14 and Saturday 21, 1-3 pm on each day to register cars in the registration log and give away resident stickers to all of us who do not have one in their car's windshields. If your car is already registered in the log and has a red resident sticker, it is not necessary to pick up a new one. If you don't have a red sticker, you are not registered and need to do so.
In those days and times, the HOA board will also provide new yellow rearview mirror Visitor hang tags and copies of the new Registration & Parking regulations you need to know, so you still may want to stop by. If you cannot make it, contact don't hesitate to contact Rosario Granados at sunchaseboard@gmail.com to set a time for you to pick stickers and/or tags up.

OWNERS RENTING UNITS:
Please let your renters know about these new regulations, because by June 1st, any car that is parked outside garages or carports will be towed.

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