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**AFTER RECORDING RETURN TO:**



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**DECLARATION OF CONDOMINIUM REGIME  
FOR TEXAN SHOAL CREEK CONDOMINIUMS**

**(A Residential Condominium Project located in Travis County, Texas)**

**Declarant: Texan Shoal Creek, LLC, a Texas limited liability company**

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**DECLARATION OF CONDOMINIUM REGIME  
FOR TEXAN SHOAL CREEK CONDOMINIUMS**

TEXAN SHOAL CREEK, LLC, a Texas limited liability company ("**Declarant**"), is the owner of Lots 2, 3 and 4, Block 5, Outlot 55, Division D (aka Robard's Subdivision), in the city of Austin, according to the map or plat thereof, recorded In Vol. 1, Pg. 12, Plat Records, Travis County, Texas, being the same tract of land as conveyed to Texan Shoal Creek, LLC, by Special Warranty Deed as recorded in Doc. No. 2017035516, Official Public Records, Travis County, Texas (the "**Land**"). The Land is hereby submitted to the terms and provisions of the Texas Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating Texan Shoal Creek Condominiums.

**NOW, THEREFORE**, it is hereby declared that the Land will be held sold, conveyed, leased, occupied, used, insured, and encumbered with this Declaration, including the representations and reservations of Declarant, set forth on Appendix "A", attached hereto, which will run with the Land, and be binding upon all parties having right, title, or interest in or to such property, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

**ARTICLE 1.  
DEFINITIONS**

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

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

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

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

1.4 "**Assessment**" means any charge levied against a Unit or Owner by the Association, pursuant to the Documents, the Act, or Applicable Law, including but not limited

to Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments as defined in *Article 6* of this Declaration.

1.5 “**Association**” means Texan Shoal Creek Condominium Community, Inc., a Texas non-profit corporation, the Members of which shall be the Owners of Units within the Regime. The term “Association” shall have the same meaning as the term “property owners association” in Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Certificate, the Bylaws, the Act, and Applicable Law.

1.6 “**Board**” means the Board of Directors of the Association.

1.7 “**Building**” means the building(s) described on the Plat and Plans, now existing or hereafter placed on the Property.

1.8 “**Bylaws**” mean the bylaws of the Association, as they may be amended from time to time.

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

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

1.12 “**Community Manual**” means the community manual, if any, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the Regime. The Community Manual may include the Bylaws and Rules and policies governing the Association as the Board determines to be in the best interest of the Association, in its sole and absolute discretion. The Community Manual may be amended, from time to time, by a Majority of the Board; provided, however, that during the Development Period, any amendment to the Community Manual must be approved in advance and in writing by the Declarant.

1.13 “**Declarant**” means **TEXAN SHOAL CREEK, LLC**, a Texas limited liability company. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights and duties under this Declaration to any Person. Declarant may also, by Recorded written instrument, permit any other Person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant’s privileges, exemptions, rights and duties under this Declaration.

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

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

1.16 **"Development Period"** means the ten (10) year period beginning on the date this Declaration is Recorded, during which Declarant has certain rights as more particularly described on Appendix "A", attached hereto, including rights related to development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property. Declarant may terminate the Development Period by Recording a notice of termination.

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

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

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

1.18 **"General Common Elements"** mean Common Elements which are not Limited Common Elements. General Common Elements refer to those portions of the Property that are designated as "GCE" or "General Common Element" on the Plat and Plans and as otherwise provided in this Declaration.

1.19 **"Improvement"** means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, within the Property.

1.20 **"Limited Common Elements"**, if any, mean those portions of the Property reserved for the exclusive use of one or more Owners to the exclusion of other Owners. Limited

Common Elements are designated as "LCE" or "Limited Common Elements", on the Plat and Plans and/or as provided in *Section 5.6* and *Section 5.7* of this Declaration.

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

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

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

1.24 "**Occupant**" means any Person, including any Owner, tenant or otherwise having a right to occupy or use all or any portion of a Unit for any period of time.

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

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

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

1.28 "**Property**" means Lots 2, 3 and 4, Block 5, Outlot 55, Division D (aka Robard's Subdivision), in the city of Austin, according to the map or plat thereof, recorded In Vol. 1, Pg. 12, Plat Records, Travis County, Texas, being the same tract of land as conveyed to Texan Shoal Creek, LLC, by Special Warranty Deed as recorded in Doc. No. 2017035516, Official Public Records, Travis County, Texas, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and includes every Unit and Common Element thereon.

1.29 "**Record, Recordation, Recorded and/or Recording**" means filing the referenced instrument or document in the Official Public Records of Travis County, Texas.

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

1.31 "**Rules**" means rules and regulations of the Association adopted in accordance with the Documents or the Act. The initial Rules may be adopted by Declarant (as part of the Community Manual, or otherwise) for the benefit of the Association.

1.32 “**Sales Restriction Period**” means a period commencing on the date that a Unit is conveyed to an Owner by Declarant and ending on the earlier of (i) one year after the date of the conveyance of such Unit to the Owner by Declarant and (ii) the date the last of the Units with the same number of bedrooms as such Unit (e.g., one bedroom or two bedroom Units) is conveyed to an Owner by Declarant.

1.33 “**Underwriting Lender**” means a national institutional mortgage lender, insurer, underwriter, guarantor, or purchaser on the secondary market, such as Federal Home Administration (FHA) Federal Home Loan Mortgage Corporation (Freddie Mac), Federal National Mortgage Association (Fannie Mae), the Veterans Administration, or Government National Mortgage Association (Ginnie Mae), singularly or collectively. Use of the term “Underwriting Lender” in this Declaration, and the specific instructions listed in this definition, may not be construed as a limitation on an Owner’s financing options or as a representation that the Property is approved by any specific institution.

1.34 “**Unit**” means a physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Attachment 1, as further described in *Section 5.2* of this Declaration.

## ARTICLE 2. PROPERTY SUBJECT TO DOCUMENTS.

2.1. **Subject to the Documents.** The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Declarant’s representations and reservations as set forth on Appendix “A”, attached hereto, which run with the Property, bind all Persons having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner of the Property.

2.2. **Adjacent Land Use.** Declarant makes no representation of any kind as to current or future uses, actual or permitted, of any land that is adjacent to or near the Property.

2.3. **Additional Property.** Additional real property may be annexed into the Regime and subjected to the Declaration and the jurisdiction of the Association with the approval of Owners holding at least sixty-seven percent (67%) of the total votes in the Association, or, during the Development Period, unilaterally by Declarant as permitted in Appendix “A”. Annexation of additional property is accomplished by the Recording of a declaration of annexation, which will include a description of the additional real property. The declaration of annexation may include a description of the Units added to the Regime.

2.4. **Recorded Easements and Licenses.** In addition to the easements and restrictions contained in this Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of record, including those described in the attached Attachment 2, and including

those described on the Plat and Plans and any Recorded plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-recorded easements, licenses, leases, and encumbrances. Each Owner further agrees to maintain any easement that crosses the Owner's Unit and for which the Association does not have express responsibility.

**2.5. Common Elements.** The Common Elements of the Regime consist of all portions of the Regime, SAVE AND EXCEPT the Units.

2.5.1. Ownership & Maintenance. The designation of Common Elements is determined by this Declaration. Declarant may install, construct, or authorize Improvements on Common Elements in connection with the development of the Property, and the cost thereof is not a Common Expense. Thereafter, all costs attributable to Common Elements, including maintenance, insurance, and enhancements, are automatically the responsibility of the Association, unless this Declaration, provides for a different allocation for a specific Common Element.

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

### ARTICLE 3. PROPERTY EASEMENTS, RIGHTS AND RESTRICTIONS

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

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

**3.3. Owner's Maintenance Easement.** Each Owner is hereby granted an easement over and across any adjoining Unit and Common Elements to the extent reasonably necessary to maintain or reconstruct such Owner's Unit, subject to the consent of the Board and the consent of the Owner of the adjoining Unit, or the consent of the Board in the case of Common Elements, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the adjoining Unit or Common Element. Requests for entry into an adjoining Unit must be made to the Board and the Owner of such Unit in advance. The consent of the adjoining Unit Owner will not be unreasonably withheld; however, the adjoining Unit Owner may require that access to its Unit be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. Access to the Common Elements for the purpose of maintaining or reconstructing any Unit must be approved in advance and in writing by the Board. The Board may require that access to the Common Elements be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. The Board may require that the Owner abide by additional reasonable rules with respect to use and protection of Units and the Common Elements during any such maintenance or reconstruction. If an Owner damages an adjoining Unit or Common Element in exercising the easement granted hereunder, the Owner will be required to restore the Unit or Common Element to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Board or the Owner of the damaged Unit.

**3.4. Owner's Ingress/Egress Easement.** Each Owner is hereby granted a perpetual easement over the Property, as may be reasonably required, for vehicular and pedestrian ingress to and egress from his Unit or the Limited Common Elements assigned thereto.

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

**3.6. Association's Access Easement.** Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and the Owner's Unit and all Improvements thereon for the following purposes:

- (i) To perform inspections and/or maintenance that is permitted or required of the Association by the Documents or by Applicable Law.
- (ii) To perform maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.
- (iii) To enforce the Documents.
- (iv) To exercise self-help remedies permitted by the Documents or by Applicable Law.
- (v) To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.
- (vi) To respond to emergencies.
- (vii) To perform any and all functions or duties of the Association as permitted or required by the Documents or by Applicable Law.

**3.7. Utility Easement.** Declarant, during the Development Period, and the Association thereafter, may grant permits, licenses, and easements over the Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Regime. Declarant, during the Development Period, and the Association thereafter, may grant easements over and across the Units and Common Elements to the extent necessary or required to provide utilities to Units; provided, however, that such easements will not unreasonably interfere with the use of any Unit for residential purposes. This provision is not intended to modify the terms and provisions of any easements granted to a utility company, the general public or to any government authority (i.e., not as the Owner of any Unit), and the utility easement may include, without limitation, easements over and across the Property granted to the City of Austin, acting by and through its municipally-owned electric utility, Austin Energy, and its successors and assigns ("**Austin Energy**"), as may be necessary for Austin Energy to provide utilities to the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the Board and may not unreasonably interfere with the use of a Unit for residential purposes. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

**NOTICE**  
**PLEASE READ CAREFULLY THE FOLLOWING PROVISIONS ENTITLED**  
**"SECURITY" AND "INJURY TO PERSON OR PROPERTY". THE PROVISIONS**

**LIMIT THE RESPONSIBILITY OF DECLARANT AND THE ASSOCIATION FOR  
CERTAIN CONDITIONS AND ACTIVITIES.**

**3.8. Easement to Inspect and Right to Correct.** For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder, and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, Improvement, or condition that may exist on any portion of the Property, including the Units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising the easement reserved hereunder, will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a utility panel may be warranted by a change of circumstance, imprecise siting, or desire to comply more fully with Applicable Law. This Section may not be construed to create a duty for Declarant or the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant, and the Declarant's architect, engineer, other design professionals, builder, and general contractor an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and each Unit for the purposes contained in this Section.

**3.9. Parking.** Declarant reserves the right to designate, assign, license or otherwise allocate a certain number of parking spaces located within the Common Elements for use of any Owner and such Owner's Occupants, guests or invitees. Each allocation of parking space(s) to a Unit will be memorialized by a written instrument, made a part of the corporate records of the Association, will be considered an agreement between the Association and such Owner with regard to use of the number of parking spaces so allocated, and may not be terminated or modified without the consent of Declarant during the Development Period, the Association, and the Owner of the Unit to which the parking space(s) was assigned.

**3.10. Parking Garage Easement.** Declarant hereby reserves a perpetual and non-exclusive easement over and across the parking garage for pedestrian and vehicular ingress and egress and parking. The Declarant may adopt rules and regulations regarding use of the easement reserved herein. Declarant reserves the right to designate, assign, lease or otherwise issue permits for parking in the parking garage for the exclusive use of third-parties, each Owner, and each Owner's designees and invitees, and an easement for pedestrian and vehicular ingress and egress is hereby reserved on behalf of such assignees. Notwithstanding anything contained herein to the contrary, all revenue and income generated from the parking garage (including parking fees paid by third-parties, an Owner or an Owner's designees and invitees) shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant and neither the Association nor any Owner shall have any interest therein.

**ARTICLE 4.  
DISCLOSURES**

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

**4.2. Fire Sprinklers.** The Building within the Regime was constructed with a fire sprinkler system. This means that water lines and sprinkler heads may be in the ceilings above rooms in certain Units. Damage to, or a malfunction of, a water line or sprinkler head may harm or destroy real and personal property. Notwithstanding any provision in this Declaration to the contrary, the fire sprinkler system, if any, will be maintained by the Association as a Common Expense. However, each Owner is solely responsible for: (i) preserving the integrity and functionality of the building's fire sprinkler system located in the Owner's Unit; (ii) instructing the Occupants, invitees, and contractors and other Persons working in and on the Owner's Unit about the care and protection of the sprinkler system, including any applicable Rules; and (iii) any damage to the Owner's Unit, an adjoining Unit, a Common Element, or any personal property (such as furnishings and clothing) caused by the Owner, or the Owner's Occupants, invitees, and contractors and other Person's, abuse or negligent acts which cause a malfunction of any component of the sprinkler system. Additionally, each Owner is hereby advised that the local municipal or fire authorities may periodically access the Unit for the purpose of conducting inspections of the fire sprinkler system. Inspection may include drainage and recharge of the lines. Any such inspection will be coordinated through the Association, who will contact the Owners to ensure orderly access to the Units. Any expenses incurred in connection with the inspection will be a common expense of the Association.

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

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

4.5. **Concrete.**

(i) **Cracks.** Minor cracks in poured concrete, including foundations, sidewalks, driveways and balconies, are inevitable as a result of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and movement of a Building.

(ii) **Exposed Floors.** This Section applies to Units with exposed concrete floors. This notice is given because some Owners are inexperienced with concrete flooring. In deciding whether, when, and how to fill cracks in exposed concrete floors, an Owner is hereby made aware that the color and texture of the fill material may not match the rest of the concrete floor. On some exposed concrete floors, fill materials make minor cracks more noticeable than if the cracks had been left in their natural state. In addition, an Owner is hereby made aware that any specification for polished concrete does not mean an Owner will be able to actually see his reflection in the floor.

4.6. **Moisture.** The Unit may trap humidity created by general use and occupancy. As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold. **Mold and/or mildew can grow in any portion of the Property that is exposed to elevated levels of moisture.** (See Section 9.8 for certain duties of an Owner with respect to mold).

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

4.8. **Budgets.** Any budget prepared by or on behalf of the Association is based on estimated expenses only without consideration for the effects of inflation. The estimated expenses reflected on a budget may increase or decrease significantly when the actual expenses become known.

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

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

**4.11. Sounds.** No representations are made that the Unit is or will be soundproof or that sound and/or vibrations may not be transmitted from one Unit to another or from the Common Elements (including, but not limited to, any amenity areas) to a Unit. Sound transmissions and/or vibrations between Units and Common Elements are inherent in attached condominium construction and are not construction defects. The Units are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. The plumbing and concrete, tile, and hardwood surfaces and other uncovered surfaces within a Unit may transmit noise from one Unit to another.

**4.12. Urban Environment.** The Property is located in an urban environment. Land adjacent or near the Property may contain or be developed to contain residential and commercial uses. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, trains and other generators of sound and vibrations typically found in an urban area. In addition to sound and vibration, there may be odors (from restaurants, food being prepared and dumpsters) and light (from signs, streetlights, other buildings, car headlights and other similar items) in urban areas and these things are part of the reality and vibrancy of urban living.

**4.13. Unit Plans and Dimensions.** Any advertising materials, brochures, renderings, drawings, and the like, furnished by Declarant to Owner which purport to depict the Unit to be constructed or any portion thereof, are merely approximations and do not necessarily reflect the actual as-built conditions of the same. Room dimensions, Unit size and elevations may vary due to the nature of the construction process and site conditions. If the Owner is concerned about any representations regarding room dimensions, Unit size and elevations, the Owner should conduct its own investigation of such matters prior to contracting for the purchase of a Unit.

**4.14. Water Runoff.** The Property may be subject to erosion and/or flooding during unusually intense or prolonged periods of rain. In addition, water may pond on various portions of the Property having impervious surfaces, such as parking areas, terraces, and balconies, as applicable.

**4.15. Unit Systems.** No representations are made that the systems in the Unit including, by way of example only, heating and air conditioning, electrical, solar photovoltaic, cable, broadband and fiberoptic systems will operate or perform at a level or standard greater than the minimum specifications of the manufacturer. In addition, the performance and methods and practices of operating heating and cooling systems can be directly affected by the orientation and location of a room or Unit in relation to the sun.

**4.16. Upgrades.** The cost of upgrades may not necessarily result in a commensurate increase in the value of the Unit.

**4.17. Dryer Vents.** Certain Units in the Building may require long vents for the dryer. Each Owner is responsible for determining whether such a vent is required for any dryer to be located in the Owner's Unit. The failure to utilize the appropriate dryer vent may create a fire hazard for which the Owner shall be responsible.

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

**4.19. Wood.** Natural wood has considerable variation due to its organic nature. There may be shades of white, red, black or even green in areas. In addition, mineral streaks may also be visible. Grain pattern or texture will vary from consistent to completely irregular; wood from different areas of the same tree can also have variations in pattern or texture. These variations in grain will in turn accept stain in varying amounts, which will show throughout the wood products from one door to the next, one panel to the next or one piece of wood to the next. Also, cabinet finishes (including gloss and/or matte finishes) will not be entirely consistent and some irregularities will be apparent. Additionally, wood and wood products may be subject to warping, splitting, swelling and/or delamination. Wood floors may require more maintenance than some man-made materials. Owners of Units with wood floors should educate themselves about wood floor care.

**4.20. Stone.** Veins and colors of any marble, slate or other stone in the Unit, if any, may vary drastically from one piece of stone to another. Each piece is different. Marble, granite, slate and other stone can also have chips and shattering veins, which look like scratches. The thickness of the joints between marble, granite, slate and other stone and/or other materials against which they have been laid will vary and there will be irregularities in surface smoothness. Marble and other stone finishes may be dangerously slippery and Declarant assumes no responsibility for injuries sustained as a result of exposure to or use of such materials. Periodic use of professionally approved and applied sealant is needed to ensure proper maintenance of the marble, granite, slate and other stone and it is the Owner's responsibility to properly maintain these materials. Marble, granite and other stone surfaces may scratch, chip or stain easily. Such substances, as part of their desirable noise attenuating properties, may flex or move slightly in order to absorb impacts. Such movement may in turn cause grout to crack or loosen or cause some cracking in the stone flooring which may need to be repaired as part of normal home maintenance.

**4.21. Chemicals.** The Building and Units contain products that have water, powders, solids and industrial chemicals used in construction. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. Leaks, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. Declarant is not responsible for

any illness or allergic reactions that a person may experience as a result of mold, mildew, fungus or spores. It is the responsibility of the Owner and/or Occupant to keep the Unit clean, dry, well ventilated and free of contamination.

**4.22. Paint.** Due to the large quantity of paint used in the Building and Units, Owner should be aware that slight variations in paint shade may exist. Due to the properties within today's paints, Owner should expect paint to yellow or fade with time. This is a normal occurrence and is neither a construction defect nor a warrantable item. Avoid washing or scrubbing painted walls. Lightly soiled areas may be cleaned using a sponge with water and lightly wiping over the soiled areas.

**4.23. Iron and Metal Materials.** Certain components of the Property may be constructed of iron and other metal materials which may produce rust. It is likely that such iron and other metal materials will over time corrode and rust. Declarant is not responsible for prevention of any such rust or corrosion.

**4.24. Fixtures.** Certain materials used for fixtures in the Unit (including, but not limited to, brass/chrome plumbing fixtures, brass/chrome bathroom accessories and brass/chrome light fixtures) are subject to discoloration and/or corrosion over time. This is a normal occurrence and this is neither a construction defect nor a warrantable item.

**4.25. Marketing.** Declarant's use of a sales center and/or model Units or reference to other construction by Declarant is intended only to demonstrate the quality of possible finish details, the basic floor plans, and styles of Units available for purchase. The Unit may not conform to any model Unit in any respect, or contain some or all of the amenities featured, such as furnishings and appliances. Likewise, any model Unit is intended only to demonstrate the size and basic architectural features of the project. The project or an individual Unit, may not conform to the models displayed by Declarant. Declarant may have shown prospective purchasers model homes, floorplans, sketches, drawings, and scale models of Units or the project (collectively "**Promotional Aids**"). Owner understands and agrees that the Promotional Aids are conceptual, subject to change, for display purposes only, and may not be incorporated into the project or a Unit. Declarant retains the right to obtain and use photography of the Property (including any Unit) for publication and advertising purposes.

**4.26. Parking Rules and Regulations.** The parking area and driveways located within the Regime will be operated and maintained by the Association. By acquiring a Unit in the Regime, each Owner acknowledges and agrees that use of the parking areas or driveways will be subject to all applicable Rules. The Association, acting through the Board, has the express authority to adopt, amend, repeal, and enforce Rules for use of driveways and parking areas, including but not limited to:

- (i) Identification of vehicles used by Owners and Occupants and their guests.

- (ii) Designation of no-parking areas and loading/unloading zones.
- (iii) Limitations or prohibitions on driveway parking.
- (iv) Removal or prohibition of vehicles that violate applicable Rules.
- (v) Fines for violations of applicable Rules.

Location, alignment and striping of parking spaces assigned to the Unit may vary from the depiction on any parking plan shown to a prospective purchaser. Any parking plan prepared by the Declarant or the Association is approximate and may not precisely conform to as-built conditions. Trucks, sports utility vehicles, vans, minivans, large sedans, or any other vehicles other than compact passenger vehicles may not fit into parking spaces. Declarant makes no representations or warranties that any trucks, sports utility vehicles, vans, minivans, large sedans, or any other vehicles other than compact passenger vehicles will actually fit into **any parking spaces, including any parking space(s) to be assigned to a Unit.**

**4.27. Age of Regime.** Owner acknowledges that the Property was originally constructed in 2007, and, as such, portions of the Property may have experienced effects which are customary in buildings of such age. By way of example, and without limitation, Owner should expect that cracking or settling may have occurred in balconies, door jams, and windows. Owner hereby releases the Declarant from any and all claims, demands, debts, actions, causes of action, suits, personal injury, property damage, agreements, obligations, defenses, offsets and liabilities of any kind or character whatsoever known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, that Owner may hereafter have against the Declarant for or by reason of any matter, cause or thing whatsoever occurring in connection with those effects within the Property which may have occurred and are customary of buildings of the Property's age.

**4.28. "As-Is" Sale; Disclaimer of Warranties; Waiver.** BY ACCEPTING A DEED TO A UNIT, OWNER ACKNOWLEDGES AND AGREES THAT (I) THE ORIGINAL IMPROVEMENTS IN THE PROJECT WERE NOT CONSTRUCTED BY DECLARANT AND THAT THE PROJECT WAS ORIGINALLY CONSTRUCTED IN 2007; (II) THAT ANY STATUTES OF LIMITATION PERTAINING TO THE ORIGINAL CONSTRUCTION MAY HAVE ALREADY TOLLED; AND (III) ITEMS REPAIRED, REFURBISHED OR RECONSTRUCTED BY DECLARANT ARE NOT SUBJECT TO A CLAIM FOR AN ACTIONABLE DEFECT. BY ACCEPTING A DEED TO A UNIT, OWNER ACKNOWLEDGES AND UNDERSTANDS THAT DECLARANT IS SELLING THE PROPERTY TO OWNER IN "AS IS" CONDITION AS OF CLOSE OF ESCROW, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED.

**ARTICLE 5.**  
**UNITS, LIMITED COMMON ELEMENTS & ALLOCATIONS**

**5.1. Initial Submitted Units and Maximum Number of Units.** The Regime will consist of seventy-nine (79) Units. During the Development Period and seventy-nine is the maximum number of units which may be created.

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

5.2.1. Horizontal (Upper and Lower) Boundaries. Horizontal (Upper and Lower) Boundaries. The upper horizontal boundary of each Unit is the horizontal plane formed by the lowermost unfinished surface of the concrete or other material comprising the permanent ceiling (any dropped soffit areas and/or false ceiling is within the Unit) in the uppermost floor of the Unit. The lower horizontal boundary of each Unit is the horizontal plane formed by the uppermost surface of the unfinished concrete of the lowermost floor of the Unit. Any decorative or finished flooring, carpet pads, and sub-flooring above or on the unfinished concrete floor is within the boundaries of the Unit. The upper and lower horizontal boundaries of each Unit extend to their intersections with the Unit's vertical boundaries, as described in *Section 5.2.2*.

5.2.2. Vertical (Perimeter) Boundaries. The vertical or perimeter boundaries of each Unit are (i) for portions of the Unit which adjoin an exterior wall of the Building, the vertical plane created by the inside facing surfaces of the material comprising the exterior wall of the Building as defined by the outermost material of the Building, which extend from the lower horizontal boundary of the Unit to the upper horizontal boundary of the Unit as described in *Section 5.2.1* (For example, if the outermost material is brick veneer, the Unit extends to the inside-facing surface of the brick veneer wall, and includes the entire wall cavity); (ii) for portions of the Unit which adjoin a window, window or curtain wall system, or exterior glass surface of the Building, the interior-facing surface of the window, other glass surface or window or curtain system extending from the lower horizontal boundary of the Unit to the upper horizontal boundary of the Unit as described in *Section 5.2.1*; (iii) for portions of the Unit which adjoin a wall separating the Unit from another Unit, the vertical plane created by the centerline of such wall, extending from the lower horizontal boundary of the Unit to the upper horizontal boundary of the Unit as described in *Section 5.2.1*; (iv) for portions of the Unit which adjoin a Common Element corridor or hallway, the vertical plane created by the outermost unfinished surface of the Common Element corridor or hallway, extending from the lower horizontal boundary of the Unit to the upper horizontal boundary of the Unit as described in *Section 5.2.1*; and (v) for portions of a Unit not otherwise addressed by subsections (i) through (iv) above, the vertical or perimeter boundaries reflected on the Plat and Plans.

5.2.3. Further Description of Units.

(i) Except where provisions of this Declaration otherwise specify, all air spaces, interior walls and partitions, floors separating different stories of the same Unit, and other fixtures and improvements within the foregoing boundaries are a part of the Unit. In addition, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting part of the finished surfaces of the Unit are a part of a Unit, and all other portions of the walls, floors, or ceilings, are hereby designated as General Common Elements.

(ii) If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture is partially within and partially outside the designated boundaries of a Unit, then the portion serving only that Unit is a Limited Common Element allocated solely to that Unit, and the portion serving more than one Unit is hereby designated as General Common Elements assigned to all Units.

(iii) Any entry door providing direct access to a Unit from the hallway shall be a Limited Common Element assigned to such Unit. Exterior doors and windows within the exterior, perimeter walls of the building comprising the Property and serving a single Unit, including any sliding glass doors, also shall not be part of the Unit but rather shall be Limited Common Elements, regardless of whether contained within the boundaries of the Unit.

(iv) Unit boundaries shall include any and all attachments to, protrusions from and appurtenances attached to and serving such Unit and shall exclude any portion of the Common Elements that may be located within such Unit's boundaries (as shown on the Plat and Plans).

(v) Improvements, fixtures, and equipment serving the Unit exclusively, whether located inside or outside the Unit, whether or not attached to or contiguous with the Unit, including but not limited to water heaters, air conditioners, utility meters, fuse boxes, electrical switches, wiring, pipes, ducts, conduits, smoke detectors, security systems, appliance systems, television antennas, lighting fixtures, telephone and electrical receptacles are part of such Unit.

(vi) In interpreting deeds, plats, and floor plans, the existing physical boundaries of a Unit as originally constructed, or as reconstructed in substantial accordance with the Plat and Plans, shall be

conclusively presumed to be its boundaries regardless of minor variances between the actual boundaries and the boundaries shown on the Plat and Plans or described in a deed.

5.2.4. Units Generally. If the foregoing description of Unit boundaries is inconsistent with the Plat and Plans, then *Section 5.2* hereof will control. It is the express intent of the Declarant that the property described as being part of a Unit shall for all purposes herein be treated as and constitutes a lawfully described "Unit" as that term is defined in the Act. In the event that there is a final judicial determination by a court of competent jurisdiction that the boundaries of a Unit or any portion thereof are so indefinite and vague so as to not create a legally constituted "Unit" within the meaning of the Act, then that portion of the Unit that has not been adequately described shall be severed from the property deemed a part of the Unit (if the remainder of the Unit, excluding the severed portion thereof, constitutes a properly described "Unit" under the Act) and shall thereafter be deemed a Limited Common Element reserved to the exclusive use of said Unit, subject to the rights and obligations of other Owners with respect to said property.

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

#### SIZE OF UNIT

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

5.3. Initial Designations Of Limited Common Elements. The following portions of the Common Elements are Limited Common Elements assigned to the Units which may be designated and described on the Plat and Plans:

- (i) balcony areas that exclusively serve a Unit are assigned as a Limited Common Element to the Unit so served;

(ii) the portion of the Common Elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular Unit or Units is assigned as a Limited Common Element to the Unit or Units so served;

(iii) any utility meter that serves only one Unit is assigned as a Limited Common Element to the Unit so served; and

(iv) each mailbox or mail slot serving a single Unit is assigned as a Limited Common Element to the Unit so served.

**5.4. Subsequent Allocation Of Limited Common Elements.** A Common Element not allocated by this Declaration as a Limited Common Element may be so allocated only in accordance with the Act or the provisions of this Declaration. Declarant has reserved the right as set forth in Appendix "A" of this Declaration, to create and assign Limited Common Elements within the Property.

**5.5. Common Interest Allocation.** The percentage of interest in the Common Elements (the "Common Interest Allocation") allocated to each Unit is set forth on Attachment 3, and is assigned to each Unit in accordance with a ratio of the square footage of each Unit to the total square footage of all Units established by this Declaration. The same formula will be used in the event the Common Interest Allocation is reallocated as a result of any increase or decrease in the number of Units subject to this Declaration. In the event an amendment to this Declaration is filed which reallocates the Common Interest Allocation as a result of any increase or decrease in the number of Units, the reallocation will be effective on the date such amendment is Recorded.

**5.6. Common Expense Liabilities.** The percentage of liability for common expenses allocated to each Unit (the "Common Expense Liability") and levied pursuant to Article 6 is equivalent to the Common Interest Allocation assigned to the Unit in accordance with *Section 5.8*.

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

**ARTICLE 6.**  
**COVENANT FOR ASSESSMENTS**

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

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

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

**6.4. Regular Assessments.**

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

- (i) Maintenance, repair, and replacement, as necessary, of the General Common Elements, Limited Common Elements serving more than one (1) Unit, and Improvements, equipment, signage, and property owned by the Association.
- (ii) Maintenance examination and report, as described in *Section 9.4*.
- (iii) Utilities billed to the Association.
- (iv) Pest control and other services obtained by the Association.
- (v) Services obtained by the Association and available to or provided to all Units.

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

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

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

(ix) Insurance premiums and deductibles.

(x) Contributions to the reserves.

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

6.4.2. **Annual Budget-Regular.** The Board will prepare and approve an annual budget with the estimated expenses to be incurred by the Association for each fiscal year. The budget will take into account the estimated income and common expenses of the Association for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to each Owner, although failure to receive a budget or budget summary will not affect an Owner's liability for Assessments. The Board will provide copies of the budget to Owners who make written request and pay a reasonable copy charge.

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

6.5. **Supplemental Increases.** If, during the course of a year, the Board determines that Regular Assessments are insufficient to cover the estimated common expenses of the Association for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Supplemental Increases will be apportioned among the Units in the same manner as Regular Assessments.

**6.6. Special Assessments.** The Board may levy one or more Special Assessments against all Units for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the acquisition of real property must be approved by Owners representing at least a Majority of the votes in the Association. Special Assessments will be apportioned among the Units in the same manner as Regular Assessments.

**6.7. Utility Assessments.** This Section applies to utilities serving the Units and consumed by the Owner and/or Occupants that are billed to the Association by the utility provider, and which may or may not be sub-metered by or through the Association. The Board may levy a Utility Assessment against each Unit. The Board may allocate the Association's utility charges among the Units by any conventional and reasonable method. The levy of a Utility Assessment may include a share of the utilities for the Common Elements, as well as administrative and processing fees, and an allocation of any other charges that are typically incurred in connection with utility or sub-metering services. The Board may, from time to time, change the method of utility allocation, provided the method of allocation is reasonable.

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

**6.9. Deficiency Assessments.** The Board may levy a Deficiency Assessment against all Units for the purpose of defraying, in whole or in part, the cost of maintenance, repair, and replacement, as necessary, performed by the Association or its permittees if insurance proceeds or condemnation awards prove insufficient. Deficiency Assessments will be apportioned among the Units in the same manner as Regular Assessments.

**6.10. Reserve Fund Contribution.** Upon the transfer of a Unit (including both transfers from Declarant to the initial Owner, and transfers from one Owner of a Unit to a subsequent Owner of the Unit), a reserve fund contribution in an amount equal to three (3) months of Regular Assessments will be paid by the transferee of the Unit to the Association for the Association's replacement reserve funds. Each reserve fund contribution will be collected from the transferee of a Unit upon the conveyance of the Unit from one Owner (including

Declarant) to another (expressly including any re-conveyances of the Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers of a Unit will not be subject to the reserve fund contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent; (iv) any grantee who is the domestic partner or former spouse of the grantor; (v) any grantee that is a wholly-owned entity of the grantor; and (vi) any grantee to whom a Unit is conveyed by a will or through the law of intestacy. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. Declarant may not use the reserve fund contribution collected hereunder to pay the operational expenses of the Association until the Declarant Control Period terminates.

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

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

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

**6.14. Association's Right to Borrow Money.** The Association is granted the right to borrow money, subject to the ability of the Association to repay the borrowed funds from

Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

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

**6.16. Audited Financial Statements.** The Association shall have an audited financial statement for the preceding full fiscal year of the Association prepared and made available to Owners upon request.

## ARTICLE 7. ASSESSMENT LIEN

**7.1. Assessment Lien.** Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments to the Association. Each Assessment is a charge on the Unit and is secured by a continuing lien on the Unit. Each Owner, and each prospective Owner, is placed on notice that title to such Owner's Unit may be subject to the continuing lien for Assessments attributable to a period prior to the date the Owner purchased its Unit. An express lien on each Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments.

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

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

**IF YOU FAIL TO PAY ASSESSMENTS TO THE ASSOCIATION, YOU MAY  
LOSE TITLE TO YOUR UNIT IF THE ASSOCIATION FORECLOSES ITS  
ASSESSMENT LIEN AGAINST YOUR UNIT.**

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

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

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

**ARTICLE 8.  
EFFECT OF NONPAYMENT OF ASSESSMENTS**

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

inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association may have pursuant to the Documents or Applicable Law.

**8.2. Interest.** Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined by the Board from time to time, not to exceed the lesser of eighteen percent (18%) per annum or the maximum permitted by law. If the Board fails to establish a rate, the rate is ten percent (10%) per annum.

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

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

**8.5. Suspension of Vote.** Subject to the below-described limitations, if an Owner's account has been delinquent for at least 30 days, the Association may suspend the right to vote appurtenant to the Unit during the period of delinquency. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay Assessments. When the Association suspends an Owner's right to vote, the suspended Owner may nevertheless participate as a Member of the Association for the following activities: (i) be counted towards a quorum; (ii) attend meetings of the Association; (iii) participate in discussion at Association meetings; (iv) be counted as a petitioner for a special meeting of the Association; and (v) vote to remove a Director and for the replacement of the removed Director. If the number of suspended Members exceeds twenty percent (20%) of the total Members (Co-Owners of a Unit constituting one member), all Members are eligible to vote. These limitations are imposed to prevent a Board from disenfranchising a large segment of the membership and to preserve the membership's right to remove and replace Directors.

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

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

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

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

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

## ARTICLE 9. MAINTENANCE AND REPAIR OBLIGATIONS

9.1. **Association Maintenance.** The Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association maintains, repairs and replaces, as a common expense, the following:

9.1.1. All Common Elements, including Limited Common Elements assigned to a Unit such as the balcony areas appurtenant to each Unit. Notwithstanding the foregoing provisions, the costs associated with the repair or replacement (but excluding routine maintenance and repair as determined by the Association) of a Limited Common Element assigned exclusively to a single Unit will be assessed as an Individual Assessment against the Owner of the Unit; and

9.1.2. Periodic painting, staining, caulking and/or cleaning of entry doors and door frames facing the hallways within the Regime, on a schedule to be determined by the Board.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or

assigned to an Owner, or (ii) such property is dedicated to any local, state or federal government or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant that is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Occupant and the Owner and Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

The Association shall repair incidental damage to any Unit resulting from performance of work that is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Such repair and subsequent cleaning shall be performed on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such Persons of its choice such duties as are approved by the Board.

The Association shall not be liable for injury or damage to Person or property caused by the elements or by the Owner or Occupant of any Unit or any other Person or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner or Occupant of a Unit has put the Association on written notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to any Owner of any Unit or such Owner's Occupant or their guests and invitees for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any of the Common Elements or any Unit. The Association shall not be liable to any Owner or any Owner's Occupant or their guests and invitees for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority.

**9.2. Inspection Obligations.**

9.2.1. Contract for Services. In addition to the Association's maintenance obligations set forth in this Declaration, the Association may contract with or otherwise retain the services of independent, qualified, licensed individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the Regime.

9.2.2. Schedule of Inspections. Inspections will take place in accordance with prudent business practices. A Guide to Association's Examination of Common Elements is attached to this Declaration as Attachment 4. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall report the contents of such written reports to the Members of the Association at the next meeting of the Members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association. Subject to the provisions of the Declaration below, the Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

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

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

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

(i) To maintain, repair, and replace the Owner's Unit and any and all Limited Common Elements exclusively serving the Owner's Unit, except for components expressly assigned to the Association by this Declaration.

(ii) The routine cleaning of any balcony of the Owner's Unit, if any, keeping same in a neat, clean, odorless, orderly, and attractive condition.

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

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

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

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

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

**9.6. Mold and/or Mildew.** Mold and/or mildew can grow in any portion of the Building that is exposed to elevated levels of moisture including, but not limited to, the parking facilities and those portions of the Building in which HVAC condenser units are located. Therefore, all Owners and the Association agree with respect to their defined areas of maintenance responsibility to: (i) regularly inspect the parts of the Building and Unit that they respectively maintain and which are visible and accessible without having to first conduct invasive testing, for the existence of mold, mildew and/or water intrusion (except when the water intrusion is part of the normal functioning of Improvements and appliances such as showers, sinks, dishwashers and other similar appliances and Improvements) and/or damage; (ii) upon discovery, immediately repair in a good and workman-like condition the source of any water intrusion in the parts of the Building or Unit that they respectively maintain;

(iii) remediate or replace any building material located in the parts of the Building or Unit that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate all mold and/or mildew discovered in the parts of the Building or Unit that they respectively maintain in accordance with current industry-accepted methods. In addition, the Association agrees to notify the Owners and Declarant, and each Owner agrees to notify the Association and Declarant of the discovery of mold, mildew and/or water intrusion and/or damage in the parts of the Building or Unit that they respectively maintain. Each Owner further agrees not to block or cover or permit anyone to block or cover any of the heating, ventilation or air-conditioning ducts located in his Unit.

Notwithstanding anything to the contrary herein, Declarant shall have no obligation to perform any invasive testing or inspections, maintenance or repairs in accordance with this subparagraph and shall not be held liable for any loss or damage caused by the failure of the Association or an Owner to perform their obligations herein.

**9.7. Balconies** . Except for routine cleaning, which is the Owner's responsibility pursuant to *Section 9.5*, the Association is responsible for the maintenance, repair, and replacement of non-structural components of all balconies. Any such maintenance, repair, and replacement of balconies shall be conducted in accordance with the original construction plans and specifications therefor. If the balconies are most easily accessed through the Unit, then the Owner will cooperate in providing access to the balcony for the Association's agents and contractors. If requested by the Association, the Owner will remove all personal property from the balcony to facilitate the required maintenance, repair, or replacement. The Owner is liable to the Association for any additional expense incurred by the Association due to an Owner's failure or refusal to cooperate with reasonable requests for access or removal. This Section may not be construed to prevent an Owner at the Owner's sole expense, without right of reimbursement from the Association, from maintaining, repairing, and replacing components of the Unit's balcony, subject to the architectural control provisions of this Declaration.

**9.8. Measures Related to Insurance Coverage**. The Board, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Regime which are the maintenance responsibility of the Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Regime, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install and maintain smoke detectors, requiring Owners to certify that they have wired the smoke detectors to the Building's fire panel, requiring Owners to allow the Association to inspect the smoke detectors on a schedule to be determined by the Board, requiring Owners to make Improvements to the Owner's Unit, and such other measures as the Board may reasonably require. In addition to, and not in limitation of, any other rights the Association may have, if any Owner does not comply with any requirement made by the Board pursuant to this Section, the Association, upon 15 days' written notice (during which period the Owner may perform the required act or work without

further liability), may perform such required act or work at the Owner's sole cost. Such cost shall be an Individual Assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to this Section, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

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

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

**9.11. Failure to Maintain.** Notwithstanding the foregoing obligations to maintain, repair and replace, if any Owner or those claiming by, through or under it, abuses, misuses or fails to operate, maintain, repair or replace in the manner provided in this Declaration any item for which it is responsible hereunder or otherwise creates a situation in any portion of the Regime with respect to which non-exclusive easements and licenses have been granted by this Declaration such that said areas require maintenance, repair or replacement in excess of what would be required by normal use of said areas for their intended purposes, the Owner causing the excess use shall be responsible for the excess costs of operating, maintaining, repairing and replacing said areas. Each Owner shall indemnify and hold harmless Declarant, the Association, and the other Owners (except for their own negligence) from all loss, damage, cost, liability or expense, including, without limitation, reasonable attorneys' fees actually incurred, arising from such Owner's failure to operate, maintain, repair or replace in the manner provided in this Declaration any item for which it is responsible hereunder or otherwise creates a situation in any portion of the Property with respect to which non-exclusive easements and licenses have been granted by this Declaration such that said areas require maintenance, repair or replacement in excess of what would be required by normal use of said areas for their intended purposes. Each Owner shall maintain and promptly upon request, from time to time, make available to Declarant during the Development Period, the Association and any other Owner complete maintenance records for its Unit with respect to which easement rights exist

under this Declaration. As to any items (such as exterior painting) that require coordination or cooperation as to timing, materials, payment or the like, the parties shall be reasonable in so cooperating and coordinating.

**ARTICLE 10.**  
**ARCHITECTURAL COVENANTS AND CONTROL**

**10.1. Purpose.** Because the Units are part of a single, unified community, the Architectural Reviewer has the right to regulate the appearance of all Improvements in order to preserve and enhance the Property's value and architectural harmony. The Architectural Reviewer has the right to regulate every aspect of proposed or existing Improvements on the Property, including replacements or modifications of original construction or installation. During the Development Period, the primary purpose of this Article is to reserve and preserve Declarant's right of architectural control. Notwithstanding anything to the contrary stated herein, Improvements constructed on the Property and all architectural modifications made thereto that are made by the Declarant or its designee shall not be subject to approval pursuant to this Article.

**10.2. Architectural Reviewer.** Until expiration or termination of the Development Period, the Architectural Reviewer shall mean Declarant or its designee. Upon expiration of the Development Period, the rights of the Architectural Reviewer will automatically be transferred to the Board or a committee appointed by the Board.

**10.3. Architectural Control by Declarant.**

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

10.3.2. Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the Improvements within the Property do not impair Declarant's ability to market Units in the Regime. Accordingly, each Owner agrees that during the Development Period, no Improvements will be started or progressed without the prior written approval of the Architectural Reviewer, which approval may be granted or withheld at the Architectural Reviewer's sole discretion. In reviewing and acting on an application for approval, the Architectural Reviewer may act solely in its self-interest and owes no duty to any other Person or any organization.

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

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

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

10.6. **Prohibition of Construction, Alteration and Improvement.** Without the Architectural Reviewer's prior written approval, no Person may commence or continue any construction, alteration, addition, Improvement, installation, modification, redecoration, or reconstruction of or to the Property, or do anything that affects the appearance, use, or structural integrity of the Property. Notwithstanding the forgoing, nonstructural modifications to Unit interiors such as paint do not require approval of the Architectural Reviewer.

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

10.7. **No Deemed or Verbal Approval.** Approval by the Architectural Reviewer may not be deemed, construed, or implied from an action, a lack of action, or a verbal statement by the Declarant, Declarant's representative or designee or the Association, an Association director or officer, a member or chair of the Declarant or Board-appointed architectural control

committee, the Association's manager, or any other representative of the Association. To be valid, approval of the Architectural Reviewer must be: (i) in writing; (ii) on a form or letterhead issued by the Architectural Reviewer; (iii) signed and dated by a duly authorized representative of the Architectural Reviewer, designated for that purpose; (iv) specific to a Unit; and (v) accompanied by detailed plans and specifications showing the proposed change. If the Architectural Reviewer fails to respond in writing – negatively, affirmatively, or requesting information – within sixty (60) days after the Architectural Reviewer's actual receipt of the Owner's application, **the application is deemed denied. Under no circumstance may approval of the Architectural Reviewer be deemed, implied or presumed.** If the Architectural Reviewer approves a change, the Owner or the Architectural Reviewer may require that the architectural approval be Recorded, with the cost of Recordation borne by the Owner. Architectural Reviewer approval of an architectural change automatically terminates if work on the approved Improvement has not started by the commencement date stated in the Architectural Reviewer's approval and thereafter diligently prosecuted to completion, or, if no commencement date is stated, within ninety (90) days after the date of Architectural Reviewer approval.

**10.8. Application.** To request Architectural Reviewer approval, an Owner must make written application and submit two (2) identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. The application must clearly identify any requirement of this Declaration for which a variance is sought. If the application is for work that requires a building permit from a municipality or other regulatory authority, the Owner must obtain such permit and provide a copy to the Architectural Reviewer in conjunction with the application. The Architectural Reviewer may return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "Submit Additional Information." The Architectural Reviewer will retain the other set of plans and specifications, together with the application, for the Association's files. The Architectural Reviewer has the right, but not the duty, to evaluate every aspect of construction and property use that may alter or adversely affect the general value of appearance of the Property.

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

- (i) The Owner complies with *Section 3.3*.
- (ii) The Owner must adhere strictly to the plans and specifications which accompanied the application.
- (iii) The Owner must initiate, diligently prosecute, and complete the Improvement in a timely manner.
- (iv) If the approved application is for work that requires a building permit from a municipality of other regulatory authority, the Owner must obtain

the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that such plans and specifications comply with a municipality or other regulatory authority's requirements. Alternatively, approval by a municipality or other regulatory authority does not ensure Architectural Reviewer approval.

**ARTICLE 11.  
USE RESTRICTIONS**

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

**11.2. Declarant Privileges.** In connection with the development and marketing of Units, Declarant has reserved a number of rights and privileges to use the Regime in ways that are not available to other Owners or Occupants. Declarant's exercise of a right that appears to violate the Documents does not constitute waiver or abandonment of applicable provision of the Documents.

**11.3. Association's Right to Promulgate Rules and Amend Community Manual.** The Association, acting through the Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. The Association, acting through a Majority of the Board, is further granted the right to amend, repeal, and enforce the Community Manual, setting forth therein such policies governing the Association as the Board determines to be in the best interest of the Association, in its sole and absolute discretion.

**EVERY OCCUPANT IS EXPECTED TO COMPLY WITH  
RULES ADOPTED BY THE BOARD OF DIRECTORS.**

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

- (i) Use of Common Elements.
- (ii) Hazardous, illegal, or annoying materials or activities on the Property.

- (iii) The use of services provided through the Association.
- (iv) The consumption of utilities billed to the Association.
- (v) The use, maintenance, and appearance of anything visible from the street, Common Elements, or other Units.
- (vi) The occupancy and leasing of Units.
- (vii) Animals.
- (viii) Vehicles.
- (ix) Disposition of trash and control of vermin, termites, and pests.
- (x) Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for Occupants.

**11.5. Animals - Household Pets.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such as pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). Customary domesticated household pets may be kept subject to the Rules. No Occupant may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. The Board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, locations, and behavior of animals on the Property. If the Rules fail to establish animal occupancy quotas, an Owner or Occupant shall be allowed no more than two cats, or two dogs, or one cat and one dog. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Board. The Board may require or effect the removal of any animal determined to be in violation of the Rules. Notwithstanding the foregoing, prior to the installation of a fish tank exceeding forty (40) gallons in a Unit, the Owner must deliver plans for such tank to the Architectural Reviewer for its written approval. The Architectural Reviewer may require a review by a structural engineer at the sole expense of the Unit Owner prior to the approval or disapproval of such plans.

**11.6. Annoyance.** No Unit or Limited Common Element may be used in any way that: (i) may reasonably be considered annoying to neighbors; (ii) may be calculated to reduce the desirability of the Property; (iii) may endanger the health or safety of Occupants; (iv) may result in the cancellation of insurance on any portion of the Property; (v) violates any Applicable Law;

or (vi) creates noise or odor pollution. The Board has the sole authority to determine what constitutes an annoyance.

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

**11.8. Parking.** Each Unit may be assigned, licensed or otherwise issued a permit to park in one or more parking spaces. An Owner or Occupant may only utilize the number of parking spaces assigned, permitted or licensed to such Owner's Unit. Notwithstanding anything to the contrary stated herein, in the event a handicap parking spaces assigned exclusively to a Unit, such handicap parking spaces shall be assigned subject to the rights of Declarant (during the Development Period) or the Association thereafter to require the Owner to whose Unit such handicap parking space has been assigned (hereinafter, the "**Original Owner**") to grant a license to use such handicap parking space to another Owner (hereinafter, the "**Disabled Owner**"), provided that: (i) the Disabled Owner (or his or her Occupant) qualifies under Applicable Laws to use a handicap parking space in public facilities, (ii) the Disabled Owner provides the Original Owner with a license to use the Disabled Owner's parking space, and (iii) upon such time that the Disabled Owner (or his or her Occupant) no longer qualifies as provided in subsection (i) hereof, the licenses shall automatically expire and the Original Owner and the Disabled Owner shall use their respective, original parking spaces. In the event more than one (1) handicapped space has been assigned to an Original Owner who is not disabled and the Declarant (during the development Period) or the Association thereafter requires reassignment to a Disabled Owner, the handicapped space to be reassigned will be determined by random selection.

Vehicles permitted under this subparagraph may be parked only in accordance with any applicable rules and policies adopted by the Association.

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

**11.10. Driveways.** Sidewalks, driveways, and other passageways may not be used for any purpose that interferes with their ongoing use as routes of vehicular or pedestrian access.

**11.11. Fire Safety.** No person may use, misuse, cover, disconnect, tamper with, or modify the fire and safety equipment of the Property, including the sprinkler heads and water lines in, above, or adjacent to the ceilings of the Unit, or interfere with the maintenance and/or testing of same by persons authorized by the Association or by public officials.

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

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

**11.14. Weight and Sound Restriction.** In addition to and without limiting the provisions set forth in Article 10 of this Declaration, an Owner or other Person authorized by such Owner: (i) shall not install any hard and/or heavy surface floor coverings including, without limitation, tile, marble, stone, wood and the like unless approved by the Architectural Reviewer; and (ii) must insure a sound control underlayment system is used, which system must be approved in writing by the Architectural Reviewer prior to installation. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material which will ensure that impact noises are not transmitted into a space below, either directly through the floor or by flanking through the surrounding walls. Each Owner hereby acknowledges and agrees that sound transmission is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. The Declarant makes no representation or warranty as to the level of sound transmission between and among Units in the other portions of the Regime, and each Owner hereby waives and expressly releases Declarant from any such warranty and claim for loss or damages resulting from sound transmission.

**11.15. Permitted Uses; Prohibited Uses.** Units must be used solely for private single family residential purpose. This residential restriction does not, however, prohibit an Occupant from using the Unit for personal business or professional pursuits provided that: (i) the uses are incidental to the use of the Unit as a residential dwelling; (ii) the uses conform to Applicable Law; (iii) there is no external evidence of the use; (iv) the use does not entail visits to the Unit by employees or the public; and (v) the uses do not interfere with the use and enjoyment of other Units. Other than the air conditioned part of a Unit, no thing or structure on the Property may be occupied as residence at any time by any Person.

**11.16. Signs.** No sign of any kind, including signs advertising Units for sale, for rent or for lease, may be erected, placed, or permitted to remain on the Property or to be visible from windows in the Units unless approved in advance by the Architectural Reviewer. As used in this Section, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The Architectural Reviewer may, but is not required to, authorize a sign, and such authorization may specify the location, nature, dimensions, number, and time period of a sign. This prohibition against signs also applies to any object visible from a street or driveway which the Architectural Reviewer or Board deems to be unsightly or inappropriate. The Association may effect the immediate removal of any sign or object that violates this Section or which the Architectural Reviewer or Board deems inconsistent with Property standards without liability for trespass or any other liability connected with the removal. As provided in Appendix A, Declarant has reserved the right to maintain signs and other items on the Property for the

purpose of promoting, identifying and marketing the Property and off-site developments of Declarant or its assigns.

Notwithstanding the foregoing, a religious item on the entry door or door frame of a Unit (which may not extend beyond the outer edge of the door frame) is permitted, provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches.

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

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

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

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

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

11.18.4. Permitted Installation Locations. An Owner or Occupant may erect a Permitted Antenna (after written notification has been provided to the Board or its designee) if the Owner or Occupant has an exclusive use area in which to install the antenna. An "exclusive use area" of a Unit is an area in which only the Owner or Occupant may enter and use to the exclusion of all other Owners and Occupants. Unless otherwise approved by the Board or its designee, the Permitted Antenna must be entirely within the exclusive use area of the Owner's Unit. For example, if a Permitted Antenna is erected on a balcony, the Permitted Antenna may not protrude or extend

outside of a balcony. **UNLESS EXPRESSLY APPROVED IN ADVANCE AND IN WRITING BY THE BOARD, NO OWNER MAY INSTALL OR ERECT A SATELLITE DISH ON THE EXTERIOR WALL OF ANY UNIT OR THE BUILDING.**

A Permitted Antenna or the use of a Permitted Antenna may not interfere with satellite or broadcast reception to other Units or the Common Elements, or otherwise be a nuisance to Occupants of other Units or to the Association. A Permitted Antenna exists at the sole risk of the Owner and/or occupant of the Unit. The Association does not insure the Permitted Antenna and is not liable to the Owner or any other person for any loss or damage to the Permitted Antenna from any cause. The Owner will defend and indemnify the Association, its directors, officers, and Members, individually and collectively, against losses due to any and all claims for damages or lawsuits, by anyone, arising from the Owner's Permitted Antenna. The Board of Directors may determine what constitutes a nuisance to the Association. The Board may, from time to time, modify, amend, or supplement the rules regarding installation and placement of a Permitted Antenna.

11.18.5. Cable. The draping of cable wires on the exteriors of buildings or the installation of additional conduits are prohibited without the Board's prior written consent.

11.18.6. Prohibited Act. Any installation pertaining to an Antenna/Dish is prohibited without the prior written consent of the Board.

**11.19. Vehicles.** All vehicles on the Property are subject to this Section and any Rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The Board may prohibit any vehicle which the Board deems to be a nuisance, unsightly, or inappropriate. The Board may prohibit sales, storage, washing, repairs, or restorations of vehicles on the Property. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. The Association may effect the removal of any vehicle in violation of this Section or the Rules without liability to the owner or operator of the vehicle.

**11.20. Window Treatments.** The color and condition of all window panes, window screens, and window treatments must conform to the Building standard as established from time to time by the Board. All window treatments within the Unit that are visible from the street or another Unit must be maintained in good condition and must not detract from the appearance of the Property. The Board may require an Owner to change or remove a window treatment, window film, window screen, or window decoration that the Board determines to be inappropriate, unattractive, or inconsistent with the Property's uniform window standard. The Board may prohibit the use of certain colors or materials for window treatments.

**11.21. Door Locks.** Owners must allow representatives of the Association and other emergency personnel access to their Units in case of emergencies. In the case of any emergency originating in, or threatening, any Unit, regardless of whether the Owner is present at the time of such emergency, the Board, the manager or any other person authorized by the Board or Manager shall have the right to enter into such Unit for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate.

**11.22. No Piercing of Walls.** In addition to and without limiting the provisions set forth in *Article 10* of this Declaration, an Owner or other Person authorized by such Owner shall not pierce any of the Unit walls with any type of nail, screw, drill bit or other similar item in excess of  $\frac{3}{4}$  inch in length without first obtaining the consent of the Architectural Reviewer as set forth in *Article 10*.

**11.23. Balconies.** No linens, cloths, clothing, towels, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, bicycles or other articles, shall be stored, shaken or hung from or on any of the windows, doors, decks or balconies, or other portions of the Regime. The Board will have the authority to require an Owner or Occupant to remove any article from a window, door, balcony, or patio if in the sole and exclusive discretion of the Board, the article is unsightly, offensive, or constitutes an annoyance.

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

**ARTICLE 12.**  
**UNIT LEASING AND RESTRICTION ON MARKETING**

**12.1. Lease Conditions.** The Association, acting through its Board, shall be authorized to adopt rules and regulations with respect to leasing. "Leasing," for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any Person other than the Owner. For purposes hereof, occupancy by (i) a roommate of an Owner who occupies the Unit as such Owner's primary residence; or (ii) Owner's family member or Owner's employee shall not constitute Leasing hereunder.

**12.2. Leasing Provisions.** Leasing which is authorized pursuant to a permit granted pursuant to this Article shall be governed by the following provisions:

12.2.1. General. All leases shall be in writing. The Owner must provide the lessee copies of this Declaration, the Bylaws, and the Rules.

12.2.2. Liability for Assessments, Use of Common Elements and Compliance with Documents. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(i) Compliance with Documents. The lessee shall comply with all provisions of the Documents and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Documents, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a Person living with the lessee, violates the Documents or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with this Declaration. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Documents by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Applicable Law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the

Documents, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit.

(ii) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities; provided, however, that no lessee may reserve any portion of the Common Elements as provided in *Section 5.6* without the written consent of the Owner.

(iii) Liability for Assessment. When a Unit Owner who is leasing his or her Unit fails to pay any Assessment or any other charge against the Unit for a period of more than 30 days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency to the Association, and, upon request by the Board, lessee shall pay to the Association all unpaid Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under this Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

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

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

12.3.2. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the Association, each Owner appoints the Association as his attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the Documents against his tenants, including but not limited to the authority to institute forcible detainer proceedings against his tenant on his behalf.

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

12.4. Exemption. Notwithstanding the above, this Article shall not apply to any leasing transaction entered into by Declarant (regardless of whether said lease is entered into prior to or after the expiration of the Development Period), the Association, or the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage. Such parties shall be permitted to lease a Unit without first obtaining a permit in accordance with this Article, and such Units shall not be considered as being leased in determining the maximum number of Units that may be leased in accordance with this Article.

12.5. Unit Marketing Restrictions. Unless otherwise approved in writing and in advance by Declarant, which approval may be withheld in the sole discretion of Declarant, an Owner may in no event offer the Unit for sale, including but, not limited to, listing the Unit or advertising the Unit for sale in any real estate listing service and/or publication, on any online electronic medium and on any newspaper, radio, television or any other medium for advertising, or otherwise market or attempt to market the Unit for sale in any way prior to such time as Owner has acquired fee title to the Unit.

12.6. Restriction on Resale of Units. No Owner shall offer any Unit for sale or advertise or otherwise market or attempt to market a Unit for sale in any way during the Sales Restriction Period. Each Owner agrees that the breach of this provision during the Sales Restriction Period shall entitle Declarant or the Association to exercise the remedy of specific performance or damages against the Owner. This restriction shall not apply to any foreclosure or exercise of the power of sale by any Mortgagee.

**ARTICLE 13.**  
**ASSOCIATION OPERATIONS**

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

**13.2. The Association.** The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a condominium association and a nonprofit corporation organized under Applicable Law, but expressly subject to any limitations on such powers set forth in the Documents. The Association comes into existence on issuance of its corporate charter. The Association will continue to exist at least as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time.

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

**13.4. Duration.** The Association comes into existence on as of the date the Certificate was filed with the Secretary of State of Texas. The Association will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

**13.5. Governance.** The Association will be governed by a board of directors elected by the Members. Unless the Bylaws or Certificate provide otherwise, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for that purpose. The Association will be administered in accordance with the Bylaws. Unless the Documents provide otherwise, any action requiring approval of the Members may be approved in writing by Owners representing at least a Majority of the total votes in the Association, or at a meeting by Owners' representing at least a Majority of the votes in the Association that are represented at the meeting. Notwithstanding the foregoing, during the Declarant Control Period, Declarant will have the exclusive authority to appoint and remove all directors and officers of the Association. Within 120 days after 50% of the maximum number of

Units that may be created have been conveyed to Owners other than Declarant, at least one-third of the Board must be elected by Owners other than Declarant.

**13.6. Merger.** Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by Owners representing at least two-thirds of the votes in the Association and Declarant during the Development Period. On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property.

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

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

**13.9. Books and Records.** The Association will maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to the requirements of Applicable Law. The Association, upon the request of a prospective purchaser of a Unit, will provide the prospective purchaser with a copy of the Documents and the most recent audited financial statements of the Association. The Association will be permitted to charge a reasonable fee for copies of such Documents and statements in accordance with *Section 13.12.3*.

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

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

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

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

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

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

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

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

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

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

13.12.3. Other Transfer-Related Fees. A number of independent fees may be charged in relation to the transfer of title to a Unit, including but not limited to, fees for resale certificates, estoppel certificates, copies of Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Association, are not subject to the Association's assessment lien, and are not payable by the Association. This Section does not obligate the Board or the manager to levy transfer-related fees. This exclusion may be waived by a party to a conveyance who requests transfer-related services or documentation for which fees are charged.

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

**13.13. Security.** The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each Owner and Occupant acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each Owner and Occupant acknowledges and accepts that it is the sole responsibility of the Owner or Occupant to provide security for their own person and property, and each Owner and Occupant assumes all risks for loss or damage to same. Each Owner and Occupant further acknowledges that Declarant, the Association, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the Owner or Occupant relied on any representation or warranty, express or implied, including any warranty of merchantability or

fitness for any particular purpose, relative to any fire, burglary, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. **Each Owner and Occupant acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of any failure to provide adequate security or the ineffectiveness of security measures undertaken.**

**13.14. Injury to Person or Property.** Neither the Association nor Declarant, or their respective directors, officers, committees, agents, and employees have a duty or obligation to any Owner, Occupant or their guests: (a) to supervise minor children or any other Person; (b) to fence or otherwise enclose any Limited Common Element, General Common Element, or other Improvement; or (c) to provide security or protection to any Owner, Occupant, or their guests, employees, contractors, and invitees from harm or loss. By accepting title to a Unit, each Owner agrees that the limitations set forth in this Section are reasonable and constitute the exercise of ordinary care by the Association and Declarant. **Each Owner agrees to indemnify and hold harmless the Association and Declarant, and Declarant's agents from any claim of damages, to Person or property arising out of an accident or injury in or about the Regime to the extent and only to the extent caused by the acts or omissions of such Owner, his tenant, his guests, employees, contractors, or invitees to the extent such claim is not covered by insurance maintained by the Association at the time of such accident or injury.**

#### ARTICLE 14. ENFORCING THE DOCUMENTS

**14.1. Notice and Hearing.** Before levying a fine for violation of the Documents (other than nonpayment of Assessments), or before levying an Individual Assessment for property damage, the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by Applicable Law. The Association's written notice must contain a description of the violation or property damage; the amount of the proposed fine or damage charge; a statement that not later than the thirtieth (30<sup>th</sup>) day after the date of the notice, the Owner may request a hearing before the Board to contest the fine or charge; and a stated date by which the Owner may cure the violation to avoid the fine – unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months. The Association may also give a copy of the notice to the Occupant. Pending the hearing, the Association may continue to exercise other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person, or may be represented by another Person or by a written communication. The Board may adopt additional or alternative procedures and requirements for notices and hearings, provided they are consistent with the requirements of Applicable Law.

**14.2. Remedies.** The remedies provided in this Article for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the

Documents and by Applicable Law, the Association has the following rights to enforce the Documents:

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

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

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

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

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

**14.3. Board Discretion.** The Board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances: (i) the Association's position is not sufficiently strong to justify taking any or further action; (ii) the provision being enforced is or may be construed as inconsistent with Applicable Law; (iii) although a technical violation may exist, it is not of such

a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

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

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

**14.6. Right of Action by Association.** The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Unit Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 20.1.1* below, relating to the design or construction of a Unit (whether one or more). The foregoing sentence is expressly intended to remove from the power of the Association the right, under Section 82.102 of the Act, to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings on behalf of two (2) or more Unit Owners on matters affecting the Regime. This *Section 14.7* may not be amended or modified without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument.

## ARTICLE 15. INSURANCE

**15.1. General Provisions.** The broad purpose of this Article is to require that the Property be insured with the types and amounts of coverage that are customary for similar types of properties and that are acceptable to mortgage lenders, guarantors, or insurers that finance the purchase or improvement of Units. Because the insurance requirements of mortgage underwriters are subject to change, as are State-promulgated insurance regulations and policies, this Article tries to balance the need for certain minimum insurance requirements with the desire to adapt to a periodically changing insurance environment. The Board will make every reasonable effort to comply with the requirements of this Article.

**15.1.1. Unavailability.** The Association, and its directors, officers, and managers, will not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if the failure is due to the

unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

15.1.2. No Coverage. Even if the Association and the Owner have adequate amounts of recommended and required insurance coverage, the Property may experience a loss that is not covered by insurance. In such event, the Association is responsible for restoring the Common Elements as a common expense, and the Owner is responsible for restoring the Owner's Unit at such Owner's sole expense. This provision does not apply to the deductible portion of an insurance policy.

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

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

15.1.5. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured. The Board will give to Mortgagees at least ten (10) days prior notice of cancellation, termination, expiration, or material modification.

15.1.6. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by this Declaration or an Underwriting Lender. In the event of an insured loss, the deductible is treated as a common expense of the Association in the same manner as the insurance premium. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of an Owner or Occupant or their invitee, then the Board may levy an Individual Assessment against the

Owner and the Owner's Unit for the amount of the deductible that is attributable to the act or omission, provided the Owner is given notice and an opportunity to be heard in accordance with *Section 14.1* of this Declaration.

**15.2. Property Insurance.** The Association will obtain property insurance in accordance with Section 82.111(a) of the Act. The insurance must be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. All hazard and flood insurance policies which include any Units must also have the standard mortgagee clause.

15.2.1. Common Property Insured. The Association will insure: (i) General Common Elements; (ii) Limited Common Elements; and (iii) property owned by the Association including, if any, records, furniture, fixtures, equipment, and supplies.

15.2.2. Units Insured by Association. In addition to insuring the Common Elements against casualty loss, the Association will maintain property insurance on the Units as originally constructed. The Association may insure betterments and Improvements installed by current or previous Owners, but will have no obligation to insure such items. In insuring Units, the Association may be guided by types of policies customarily available for similar types of properties.

15.2.3. Endorsements. To the extent reasonably available, the Association will obtain endorsements to its property insurance policy if required by an Underwriting Lender.

**15.3. Liability Insurance.** The Association will maintain a commercial general liability insurance policy over the Common Elements – expressly excluding the liability of each Owner and Occupant within his Unit – for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements. The amount of coverage should be at least that required by an Underwriting Lender, to the extent reasonably available. The purpose of this requirement is, in part, to assure mortgage companies that the Association maintains at least minimum levels of insurance coverage. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners.

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

**15.5. Fidelity Coverage.** The Association may maintain blanket fidelity coverage for any person who handles or is responsible for funds held or administered by the Association, whether or not the person is paid for his services. The policy should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including reserve funds, in the

Association's custody while the policy is in force; or (ii) an amount equal to three (3) months of Regular Assessments on all Units. A management agent that handles Association funds should be covered by a separate fidelity insurance policy with the same coverages. If the Property has more than twenty (20) Units, the Association must maintain fidelity coverage to the extent reasonably available.

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

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

**15.8. Owner's Responsibility for Insurance.**

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

15.8.2. HO-6 Policy. Notwithstanding any provision in this Declaration to the contrary, if required by any Underwriting Lender, each Owner of a Unit will be required to procure insurance covering the interior of the Unit, including replacement of interior improvements and betterment, commonly referred to as HO-6 insurance.

15.8.3. Owners' Responsibilities. The Owner will give the Board written notification of any and all structural changes, additions, betterments, or Improvements to the Owner's Unit, and any other information the Board may require to maintain adequate levels of insurance coverage. Each Owner will comply with reasonable requests by the Board for periodic inspection of the Unit for purposes of insurance appraisal. Each Owner, at such Owner's expense, will maintain any insurance coverages required by the Association pursuant to this Article.

15.8.4. Association Does Not Insure. The Association does not insure an Owner or Occupant's personal property. THE ASSOCIATION STRONGLY RECOMMENDS THAT EACH OWNER AND OCCUPANT PURCHASE AND MAINTAIN INSURANCE ON PERSONAL BELONGINGS.

**ARTICLE 16.**  
**RECONSTRUCTION OR REPAIR AFTER LOSS**

**16.1. Subject to Act.** The Association's response to damage or destruction of the Property will be governed by Section 82.111(i) of the Act. The following provisions apply: (i) to the extent the Act is silent; and (ii) if, and only if, the Association receives any "Restoration Funds" (as defined below).

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

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

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

16.2.3. **Surplus Funds.** If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, then the surplus will be applied as follows: (i) if Deficiency Assessments were a source of Restoration Funds, the surplus will be paid to Owners in proportion to their contributions resulting from the Deficiency Assessment levied against them; provided that no Owner may receive a sum greater than that actually contributed by said Owner, and further provided that any Delinquent Assessments owed by the Owner to the Association will first be deducted from the surplus; and (ii) any surplus remaining after the disbursement described in (i) above will be common funds of the Association to be used as directed by the Board in the Board's sole and absolute discretion.

**16.3. Costs and Plans.**

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

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

**16.4. Owner's Duty to Repair.**

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

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

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

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

**ARTICLE 17.**

**TERMINATION AND CONDEMNATION**

**17.1. Association As Trustee.** Each Owner hereby irrevocably appoints the Association, acting through the Board, as trustee to deal with the Property in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Property. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act, including, without limitation, the right to receive, administer, and distribute funds, awards, and

insurance proceeds; to effect the sale of the Property as permitted by this Declaration or by the Act; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner.

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

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

## ARTICLE 18. MORTGAGEE PROTECTION

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

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

**18.3. Amendment.** This Article establishes certain standards for the benefit of Underwriting Lenders, and is written to comply with their requirements and guidelines in effect at the time of drafting. If an Underwriting Lender subsequently changes its requirements,

the Board, without approval of Owners or mortgagees, may amend this Article and other provisions of the Documents, as necessary, to meet the requirements of the Underwriting Lender.

**18.4. Termination.** Termination of the terms of this Declaration and the condominium status of the Regime will be governed by Section 82.068 of the Act, subject to the following provisions. In the event of condemnation of the entire Regime, an amendment to terminate may be executed by the Board without a vote of Owners or Mortgagees. Any election to terminate this Declaration and the condominium status of the Regime under circumstances other than condemnation of the entire Regime shall require the consent of: (i) Owners representing at least eighty percent (80%) of the total votes in the Association; (ii) Declarant during the Development Period; and (iii) sixty-seven percent (67%) of Mortgagees.

**18.5. Implied Approval.** The approval of a Mortgagee is implied when the Mortgagee fails to respond within sixty (60) days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

**18.6. Other Mortgagee Rights.**

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

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

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

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

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

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

**18.8. Notice of Actions.** The Association will send timely written notice to Mortgagees of the following actions:

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

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

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

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

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

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

**18.9. Amendments of a Material Nature.** A Document amendment of a material nature must be approved by owners representing at least sixty-seven percent (67%) of the votes in the Association, and by at least fifty-one percent (51%) of Mortgagees. **THIS APPROVAL REQUIREMENT DOES NOT APPLY TO AMENDMENTS FILED BY THE DECLARANT AS PERMITTED IN APPENDIX "A" ATTACHED HERETO.** A change to any of the provisions governing the following would be considered material:

(i) Voting rights.

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

(iii) Reductions in reserves for maintenance, repair, and replacement of Common Elements.

- (iv) Responsibility for maintenance and repairs.
- (v) Reallocation of interests in the General Common Elements or Limited Common Elements, or rights to their use; except that when Limited Common Elements are reallocated by Declarant pursuant to any rights reserved by Declarant pursuant to Appendix "A", by agreement between Owners (only those Owners and only the Mortgagees holding mortgages against those Units need approve the action).
- (vi) Redefinitions of boundaries of Units, except that when boundaries of only adjoining Units are involved, then only those owners and the Mortgagees holding mortgages against the Unit or Units need approve the action.
- (vii) Convertibility of Units into Common Elements or Common Elements into Units.
- (viii) Expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Property.
- (ix) Property or fidelity insurance requirements.
- (x) Imposition of any restrictions on the leasing of Units.
- (xi) Imposition of any restrictions on Owners' right to sell or transfer their Units.
- (xii) Restoration or repair of the Property, in a manner other than that specified in the Documents, after any damage or partial condemnation.
- (xiii) Any provision that expressly benefits mortgage holders, insurers, or guarantors.

## ARTICLE 19. AMENDMENTS

**19.1. Consents Required.** As permitted by the Act or by this Declaration, certain amendments of this Declaration may be executed by Declarant acting alone, or by certain Owners acting alone, or by the Board acting alone. Otherwise, amendments to this Declaration must be approved by Owners representing at least 67% of the votes in the Association.

**19.2. Method of Amendment.** This Declaration may be amended by any method selected by the Board from time to time and as permitted by Applicable Law, provided the method gives the Owner of each Unit the substance if not exact wording of the proposed amendment, a description in layman's terms of the effect of the proposed amendment, and an

opportunity to vote for or against the proposed amendment. For amendments requiring the consent of Mortgagees, the Association will send each Mortgagee a detailed description, if not the exact wording, of any proposed amendment. Notwithstanding any provisions in this Declaration to the contrary, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) provision of this Declaration that benefits Declarant; (ii) rights, privileges, easements, protections, or defenses of Declarant; or (iii) rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and Recorded with such amendment. In addition, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) permissible use of a Unit absent the consent of the Owner(s) of the Unit affected by the change in permissible use; or (ii) any license, easement or other contractual rights contained in this Declaration, including, without limitation, any easement, right and license benefiting or in favor of Declarant.

**19.3. Effective.** To be effective, an amendment must be in the form of a written instrument: (i) referencing the name of the Regime, the name of the Association, and the Recording data of this Declaration and any amendments hereto; (ii) signed and acknowledged by an officer of the Association, certifying the requisite approval of Owners and, if required, Mortgagees; provided, however, this subsection (ii) will not apply for amendments which may be unilaterally prosecuted by Declarant pursuant to any rights reserved by Declarant under this Declaration or Appendix "A"; and (iii) Recorded.

**19.4. Declarant Provisions.** Declarant has an exclusive right to unilaterally amend this Declaration for the purposes stated in Appendix "A". An amendment that may be executed by Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect Declarant's rights under this Declaration or the Act without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument. During the Development Period, this *Article 19* may not be amended without Declarant's written and acknowledged consent.

## ARTICLE 20. DISPUTE RESOLUTION

**20.1. Introduction; Definitions; Amendment.** The Association, the Owners, Declarant, all Persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. This *Article 20* may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding 100% of the votes in the Association. As used in this Article only, the following words, when capitalized, have the following specified meanings:

20.1.1. **“Claim”** means:

(i) Claims relating to the rights and/or duties of Declarant, the Association, or an Owner, under the Documents or the Act.

(ii) Claims relating to the acts or omissions of Declarant or the Association during control and administration of the Association, any claim asserted against the Architectural Reviewer, and any claims asserted against the Board or a Person serving as a Board member, or officer of the Association, or the Architectural Reviewer.

(iii) Claims relating to the design or construction of the Units, Common Elements or any Improvement located within the Regime.

20.1.2. **“Claimant”** means any Party having a Claim against any other Party.

20.1.3. **“Respondent”** means any Party against which a Claim has been asserted by a Claimant.

**20.2. Mandatory Procedures.** Claimant may not initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in *Section 20.8* below, a Claim will be resolved by binding arbitration.

**20.3. Claim by the Association – Common Elements.** In accordance with *Section 14.6* of this Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Unit Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 20.1.1* above, relating to the design or construction of a Unit (whether one or more). In the event the Association asserts a Claim related only to the Common Elements, as a precondition to providing the Notice defined in *Section 20.4*, initiating the mandatory dispute resolution procedures set forth in this *Article 20*, or taking any other action to prosecute a Claim, the Association must:

20.3.1. **Independent Report on the Condition of the Common Elements.** Obtain an independent third-party report (the **“Common Area Report”**) from a licensed professional engineer which: (i) identifies the Common Elements subject to the Claim; (ii) describes the present physical condition of the Common Elements subject to the Claim; (iii) describes any modification, maintenance, or repairs to the Common Elements performed by the Unit Owner(s) and/or the Association; and (iv) provides specific and detailed recommendations regarding remediation and/or repair of the Common Elements subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Association and paid for by the

Association and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association in the Claim. The Association, as a precondition to providing the Notice described in *Section 20.4*, must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Common Elements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 20.4*, the Association shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

20.3.2. Owner Meeting and Approval. Obtain approval from Members holding sixty-seven percent (67%) of the votes in the Association to provide the Notice described in *Section 20.4*, initiate the mandatory dispute resolution procedures set forth in this *Article 20*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any proposed engagement letter, with the terms of such engagement, between the Association and an attorney to be engaged by the Association to assert or provide assistance with the Claim (the "**Engagement Letter**"); (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not to proceed with the Claim; (v) a summary of the steps previously taken, and proposed to be taken, by the Board to resolve the Claim; (vi) an estimate of the impact on the value of each Unit if the Claim is prosecuted and an estimate of the impact on the value of each Unit after resolution of the Claim; (vii) an estimate of the impact on the marketability of each Unit if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Unit during and after resolution of the Claim; (viii) the manner in which the Association proposes to fund the cost of prosecuting the Claim; (ix) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 20.4*, or taking any other action to prosecute a Claim, the

Members holding a Majority of the votes in the Association, at special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

**20.4. Notice.** Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 20.5* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 20.5*, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. *Section 20.5* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in *Section 20.6* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 20.6* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association or the Claim pertains to the Common Elements, the Notice will also include: (i) a true and correct copy of the Common Area Report; (ii) a copy of the Engagement Letter; (iii) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Elements which forms the basis of the Claim; (iv) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 20.3.2* above; and (v) and reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice.

**20.5. Negotiation.** Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

**20.6. Mediation.** If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this *Section 20.6*.

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

**20.8. Binding Arbitration-Claims.** All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (*e.g.*, a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 20.8*.

20.8.1. **Governing Rules.** If a Claim has not been resolved after Mediation as required by *Section 20.6*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 20.8* and the rules and procedures of the American Arbitration Association ("AAA") or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Travis County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA's "Construction Industry Dispute Resolution Procedures" and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this *Section 20.8*, this *Section 20.8* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

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

20.8.2. Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 20.8* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

20.8.3. Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 20.8*.

20.8.4. Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deem just and equitable and within the scope of this *Section 20.8* and subject to *Section 20.9*(attorney's fees and cost may not be awarded by the arbitrator); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code. The arbitrator may also grant such ancillary relief as is necessary to make effective the award. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under

existing state or federal law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

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

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

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

20.11. **Period of Limitation.**

20.11.1. **For Actions by an Owner or Occupant of a Unit.** The exclusive period of limitation for any of the Parties to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of a Unit, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the Claim.

20.11.2. **For Actions by the Association.** The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Elements, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered

evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Common Elements, four (4) years and one (1) day from the date that the Association discovered or reasonably should have discovered evidence of the Claim.

**20.12. Funding Arbitration and Litigation.** The Association must levy a Special Assessment to fund the estimated costs of arbitration conducted pursuant to this *Article 20* or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

## ARTICLE 21. GENERAL PROVISIONS

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

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

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

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

**21.5. Captions.** In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer.

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

**21.7. Appendix/ Attachments.** The following appendixes, attachments and exhibits are attached to this Declaration and are incorporated herein by reference:

Attachment 1	Plats and Plans
Attachment 2	Encumbrances
Attachment 3	Schedule of Allocated Interests
Attachment 4	Guide to Association's Examination of Common Elements
Attachment 5	Guide to Association's Major Management and Governance Functions
Appendix "A"	Declarant Representations and Reservations

*[SIGNATURE PAGE FOLLOWS]*

EXECUTED on this 12 day of July, 2017.

**DECLARANT:**

TEXAN SHOAL CREEK, LLC, a Texas limited liability company

By: \_\_\_\_\_

Printed Name: E. Mitch By

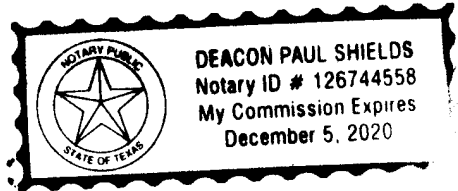
Title: Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on this 12 day of JULY, 2017 by E. MITCH BY, MANAGER of Texan Shoal Creek, LLC, a Delaware limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public Signature

(seal)



ATTACHMENT 1

[CONDOMINIUM PLATS AND PLANS]

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

Printed Name: \_\_\_\_\_

**BOUNDARIES OF UNIT**

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

— RPLS or License No. \_\_\_\_\_

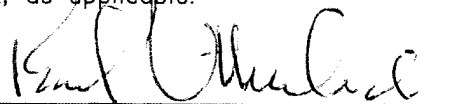
*SEE NEXT PAGE FOR ORIGINAL CERTIFICATION*

# TEXAN SHOAL CREEK CONDOMINIUMS

## CONDOMINIUM PLAT AND PLANS

**A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, LLC, BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.**

The plats and plans attached hereto contain the information required by Sections 82.052 and 82.059 of the Texas Uniform Condominium Act, as applicable.



Paul Utterback  
Registered Professional  
Land Surveyor No. 5738



### CONDOMINIUM PLAT AND PLANS

Plat – See Sheets 2–4

Plans – See Sheets 5–51

**SHEET 1 OF 51**

Client: Texan Properties, LLC  
Date of Field Work: 10/27/2011, 12/19/2011 & 1/26/2017  
Field: FHarris, ZThomas & PArizpe  
Tech: MBolton  
Date Drawn: 1/27/17 Revised: 2/22/17 & 4/17/17  
ATS Job # 17010511s  
Path: Projects\\_\_\_\_ BULK\LeonSt2504\Production\Dwgs\CONDO\_TSC\_Leon2504\_170110.dwg

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FAX: (512) 328-6806

# TEXAN SHOAL CREEK CONDOMINIUMS CONDOMINIUM PLAT

**A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, LLC, BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.**

## GENERAL NOTES:

- 1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (I) IN THE DECLARATION OF CONDOMINIUM REGIME FOR TEXAN SHOAL CREEK CONDOMINIUMS (THE "DECLARATION") OR (II) ON THE PLAT AND PLANS OF THE REGIME.
- 2) OWNERSHIP AND USE OF CONDOMINIUM UNITS IS SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION.
- 3) THE PROPERTY IS SUBJECT TO SPECIAL RIGHTS RESERVED BY THE DECLARANT IN THE DECLARATION. PURSUANT TO SUCH PROVISIONS, AMONG OTHER THINGS, DECLARANT HAS RESERVED THE RIGHT TO (i) COMPLETE OR MAKE IMPROVEMENTS INDICATED ON THE PLAT AND PLANS; (ii) EXERCISE ANY DEVELOPMENT RIGHT PERMITTED BY THE TEXAS UNIFORM CONDOMINIUM ACT (THE "ACT") AND THE DECLARATION, INCLUDING THE RIGHT(S): TO ADD REAL PROPERTY TO THE CONDOMINIUM; TO CREATE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS; TO SUBDIVIDE UNITS OR CONVERT UNITS INTO COMMON ELEMENTS; AND TO WITHDRAW PROPERTY FROM THE CONDOMINIUM; (iii) MAKE THE PROPERTY PART OF A LARGER CONDOMINIUM OR PLANNED COMMUNITY; (iv) USE UNITS OWNED OR LEASED BY DECLARANT AS MODELS, STORAGE AREAS, AND OFFICES FOR THE MARKETING, MANAGEMENT, MAINTENANCE, CUSTOMER SERVICE, CONSTRUCTION, AND LEASING OF THE PROPERTY; (v) USE EASEMENTS THROUGH THE COMMON ELEMENTS FOR THE PURPOSE OF MAKING IMPROVEMENTS WITHIN THE REGIME; AND (vi) APPOINT OR REMOVE ANY DECLARANT-APPOINTED OFFICER OR DIRECTOR OF THE ASSOCIATION DURING THE DECLARANT CONTROL PERIOD (AS DEFINED IN THE DECLARATION) CONSISTENT WITH THE ACT.

**PLAT  
SHEET 2 OF 51**

CONDOMINIUM PLAT NOTES

 **eileen merritt's  
ATS**  
**Engineers  
Inspectors  
& Surveyors**

[www.ats-engineers.com](http://www.ats-engineers.com)  
TBPLS FIRM REG. #10126000  
4810 West Hwy 280  
AUSTIN, TEXAS 78735

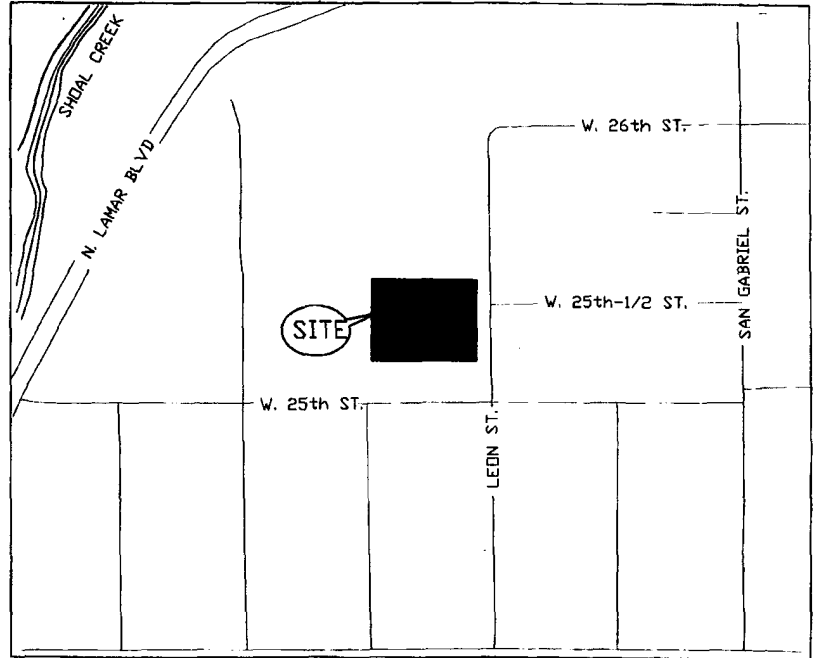
(612) 328-8995  
FAX: (612) 328-8996

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\CONDO\_Congress-StElmo\_160906.dwg

# TEXAN SHOAL CREEK CONDOMINIUMS CONDOMINIUM PLAT

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, LLC, BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

LEGEND	
●	½" (IRF) IRON ROD FOUND (unless noted)
○	½" (I.D.) IRON PIPE FOUND
⊗	"X" INSCRIBED IN CONCRETE
○	½" (IRS) IRON ROD SET "ATS ENGINEERS"
( )	RECORD AND/OR TAX MAP INFORMATION (SPECIFIED)
(MH)	MANHOLE (TYPE ID ON DRAWING)
⊕	UTILITY POLE AND GUY ANCHOR
[A]	AIR CONDITIONER
(CO)	WASTEWATER CLEANOUT
[SB]	ELECTRIC SPLICE BOX
(FP)	FIRE PLUG
(CV)	IRRIGATION CONTROL VALVE
(WV)	WATER VALVE
(WM)	WATER METER
[ET]	ELECTRIC TRANSFORMER
[EV]	ELECTRIC VAULT
(E)	ELECTRIC METER
(L)	STANDARD LIGHT POLE
[P]	PLANTER (TYPICAL - 5' X 5' STEEL)
[C]	CONCRETE FOOTER UNDER 2ND STORY (TYPICAL)
[LS]	LIFT STATION
[R]	HANDICAP RAMP
//	WOOD FENCE
-X-	METAL OR WIRE FENCE
-OE-	ELECTRIC LINE
⊗	COVERED AREA
▒	CONCRETE
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
D.R.T.C.T.	DEED RECORDS TRAVIS COUNTY TEXAS
P.R.T.C.T.	PLAT RECORDS TRAVIS COUNTY TEXAS
GCE	GENERAL COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT



**VICINITY MAP**  
(NOT TO SCALE)

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S00°17'24"E	149.84'
(L1)	~	(150')
L2	N00°18'46"W	149.84'
(L2)	~	(150')

**PLAT**  
**SHEET 3 OF 51**  
LEGEND & LINE TABLE

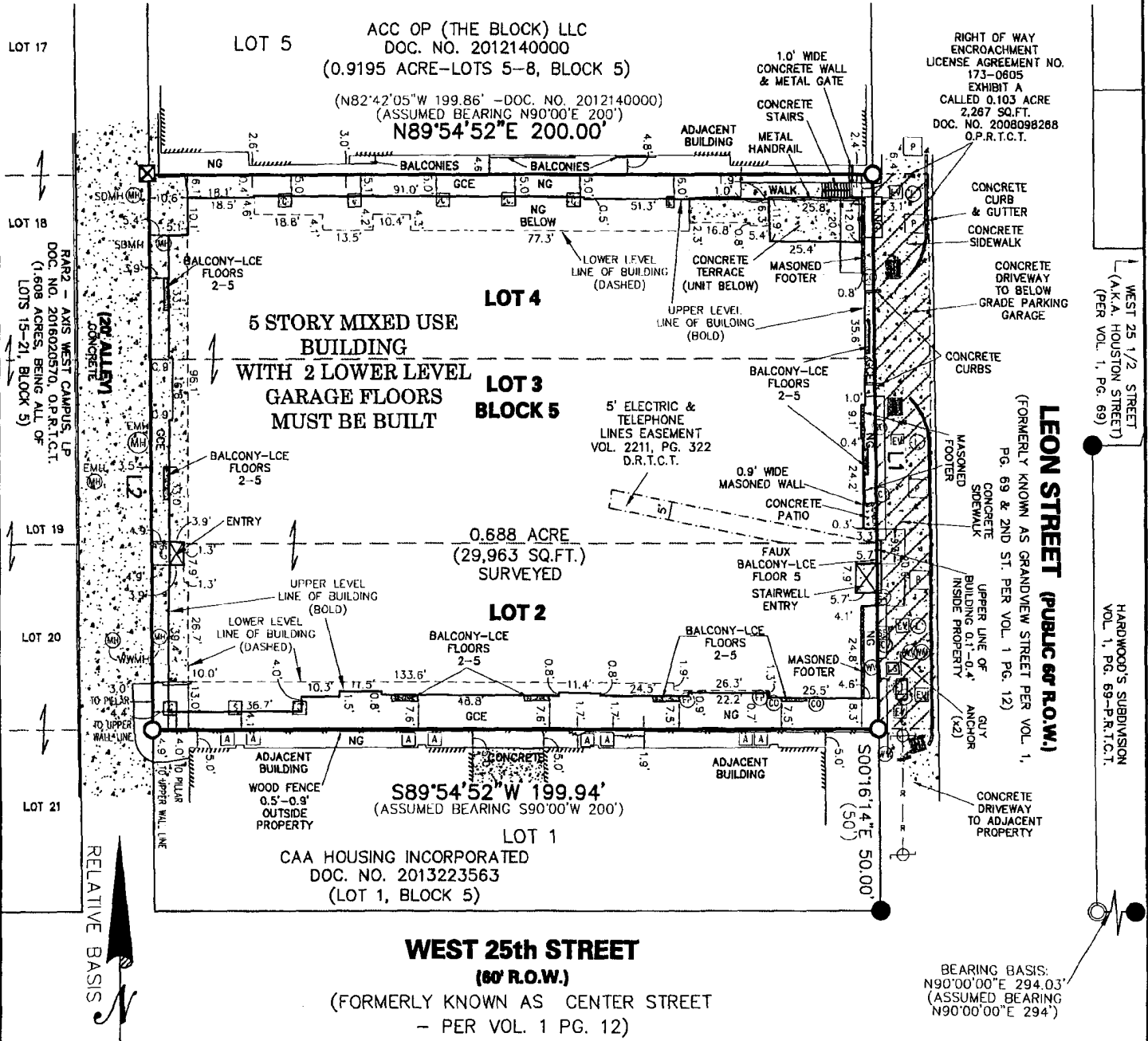

**eileen merritt's**  
**ATS**  
**Engineers**  
**Inspectors**  
**& Surveyors**

[www.ats-engineers.com](http://www.ats-engineers.com)  
 TBPLS FIRM REG. #10128000  
 4910 West Hwy 290  
 AUSTIN, TEXAS 78735

(512) 328-6985  
 FAX: (512) 328-6986

# TEXAN SHOAL CREEK CONDOMINIUMS

**A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, LLC, BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.**



SCALE: 1" = 40'

**BEARING BASIS NOTE:**

Bearings cited hereon are based on the monumented north line of West 25th Street as monumented by a 1/2" Iron pipe found for the southwest corner of Lot 10, Hardwood's Subdivision of Outlot 54, Division "D", Austin Texas as recorded in Vol. 1, Pg. 69, Plat Records, Travis County, Texas and a 5/8" Iron rod found for the southeast corner of Lot 4 of said Hardwood's Subdivision, having a monumented distance of 294.03 feet, assuming a record bearing N90°00'00"E and having a record distance of 294 feet.

SEE SHEET 3 FOR LEGEND & LINE TABLE  
SEE SHEETS 5-51 (PLANS) FOR FLOOR AND UNIT DETAILS

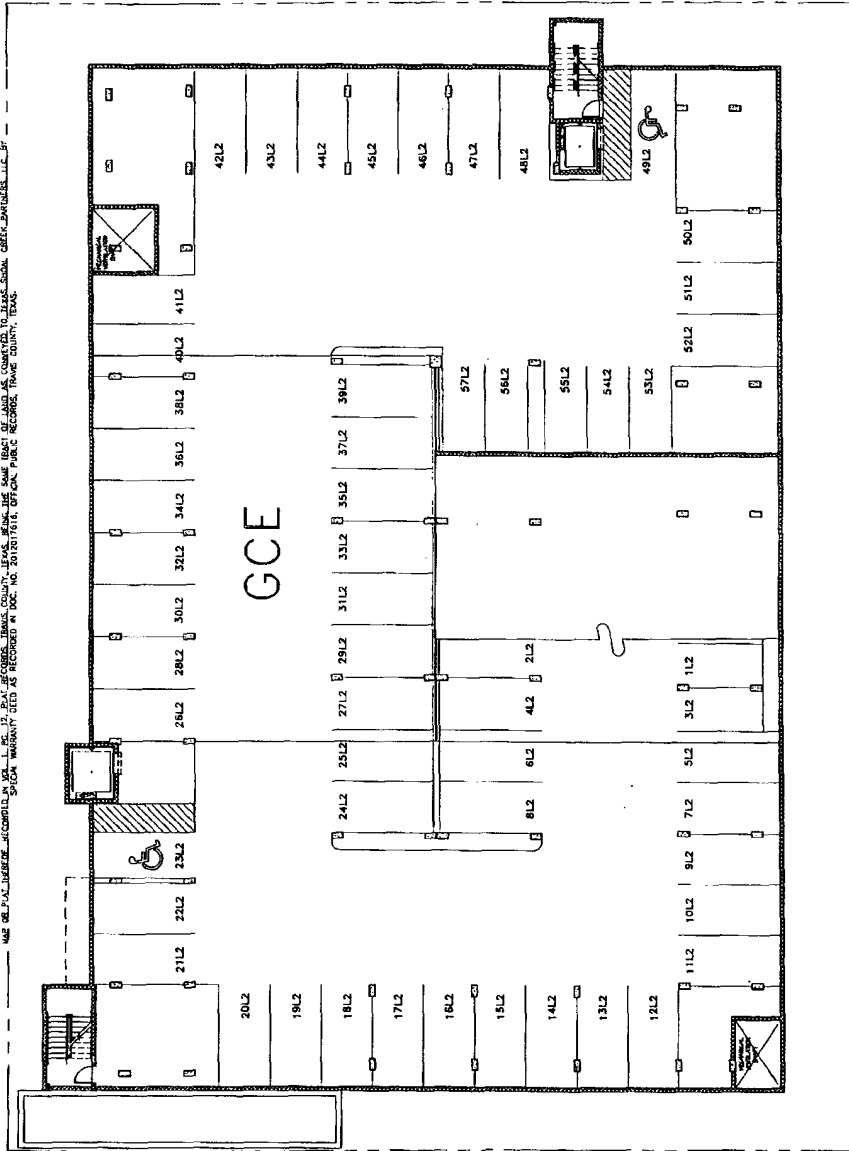
**PLAT SHEET 4 OF 51**

SITE OVERVIEW-BOUNDARY


**ATS** Engineers Inspectors & Surveyors  
 www.ats-engineers.com  
 TBPLS FIRM REG. #10126000  
 4810 West Hwy 290 AUSTIN, TEXAS 78735  
 (512) 328-6895 FAX: (512) 328-6896

2-23-2017

TEXAN SHOAL CREEK CONDOMINIUMS  
A CONDOMINIUM RESIDE IN TEXAS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 3, DISTRICT 20, DIVISION 2, TARRANT'S SUBDIVISION, IN THE CITY OF AUSTIN, ACCORDING TO THE  
MADE PUBLIC INFORMATION ACCORDING TO THE PUBLIC RECORDS OF TEXAS COUNTY, TEXAS, BEING THE SAME BEING THE SAME BEING THE SAME BEING THE SAME BEING THE SAME BEING THE SAME  
SPRING TARRANT'S DEED AS RECORDED AT DOC. NO. 2010010101, OFFICIAL PUBLIC RECORDS, TEXAS COUNTY, TEXAS.



# LOWER LEVEL 2 FLOOR PLAN 1:20

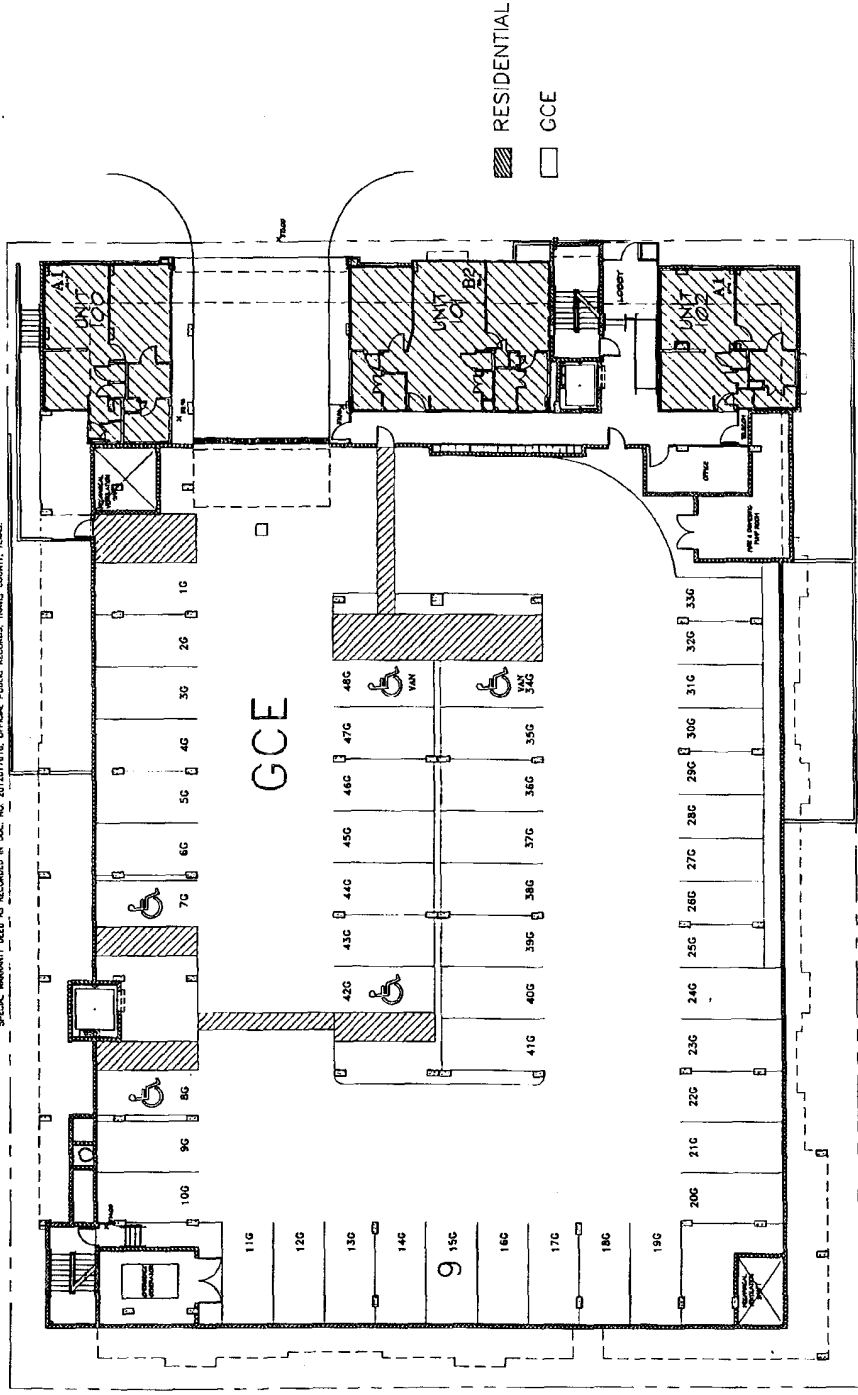
TEXAN SHOAL CREEK  
Austin, Texas  
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ARCHITECTURE • LAND PLANNING • LANDSCAPE DESIGN • CONSTRUCTION ADMINISTRATION  
**KELLY GROSSMAN**  
ARCHITECTS PLLC  
200 AUDUBON BLVD, SUITE 200, AUSTIN, TEXAS 78701-1102  
P: 512.452.2827



2-23-2017

TEXAN SHOAL CREEK CONDOMINIUMS  
A CONDOMINIUM REGIME IN TARRANT COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 3, DISTRICT 35, DIVISION 3 (LAVA ROCK) SUBDIVISION, IN THE CITY OF AUSTIN, ACCORDING TO THE MAP ON PLAT THREEEVEN, RECORDED IN PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, AND AS SHOWN ON THE MAP OF PLAT THREEEVEN, RECORDED IN PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.



# FIRST FLOOR PLAN

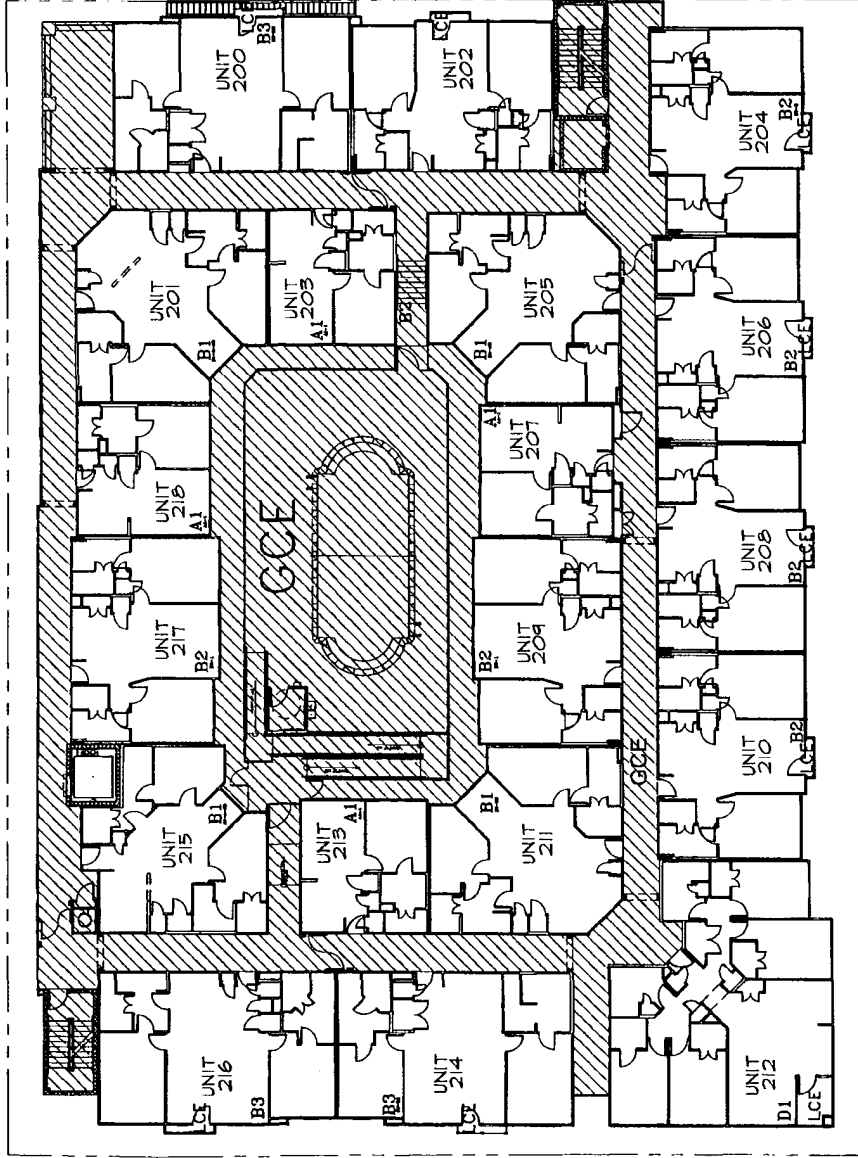
1:20

TEXAN SHOAL CREEK  
Austin, Texas  
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PAGE 7 OF 51

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**KELLY GROSSMAN**  
A R C H I T E C T S P L L C  
200 ADAMS ROAD, SUITE 210 AUSTIN, TEXAS 78704 PH: 512.927.3467

TEXAN SHOAL CREEK CONDOMINIUMS  
A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



□ RESIDENTIAL  
▨ GCE

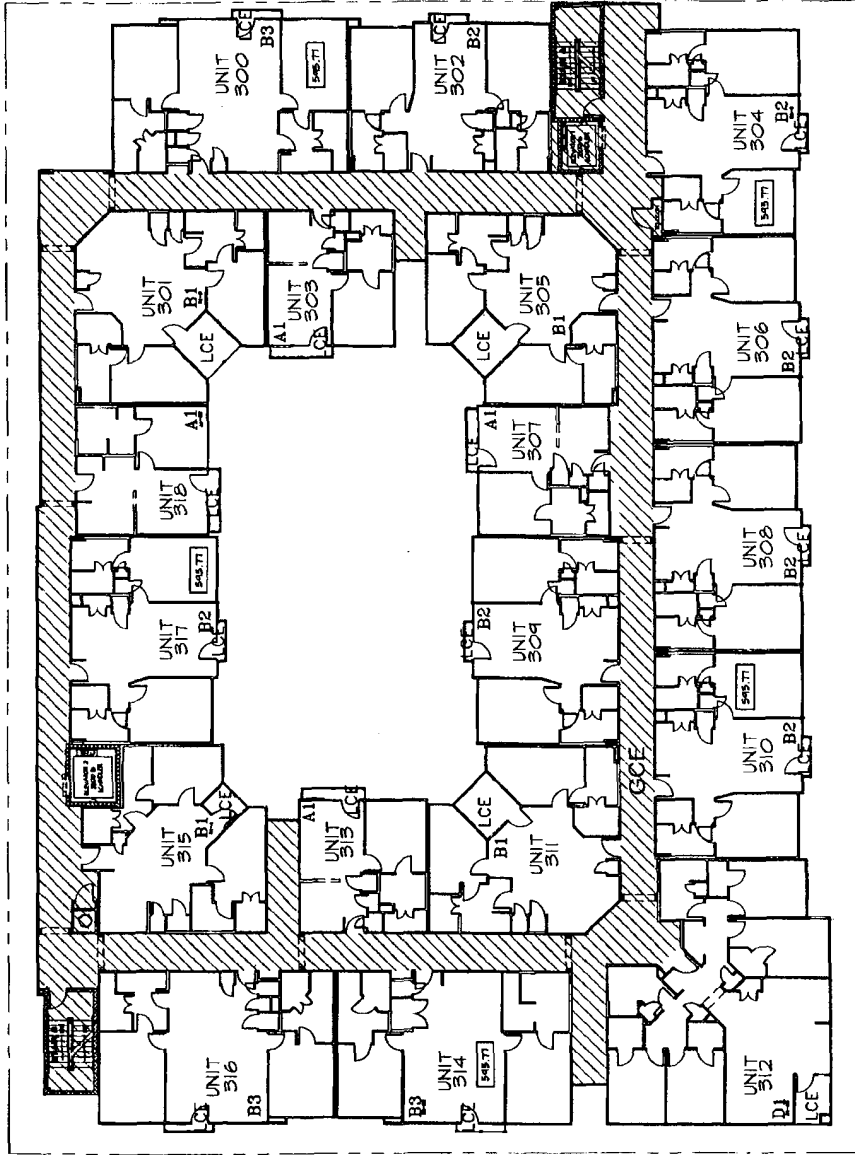
### SECOND FLOOR PLAN

1:20

TEXAN SHOAL CREEK  
Austin, Texas  
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**KELLY GROSSMAN**  
ARCHITECTS, L.L.C.  
700 ASHLEY ROAD, SUITE 100, AUSTIN, TEXAS 78748 PH: 713.203.2801

TEXAN SHOAL CREEK CONDOMINIUMS  
CONDOMINIUM REG. # 1986 COUNTY: TARRANT, STATE: TEXAS, DIVISION: 3 (CONDO) UNIT: 300-306, QUANT: 10, BLOCK: 5, LOT: 1, ACRES: 0.10, ACCORDING TO THE  
MAP OR MAP INDEX, ALIGNED IN VOL. 1, PG. 12, PLAT RECORD, TARRANT COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS SHOWN TO TARRANT COUNTY PARTNERS, L.L.P. BY  
SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 231207418, OFFICIAL PUBLIC RECORD, TARRANT COUNTY, TEXAS

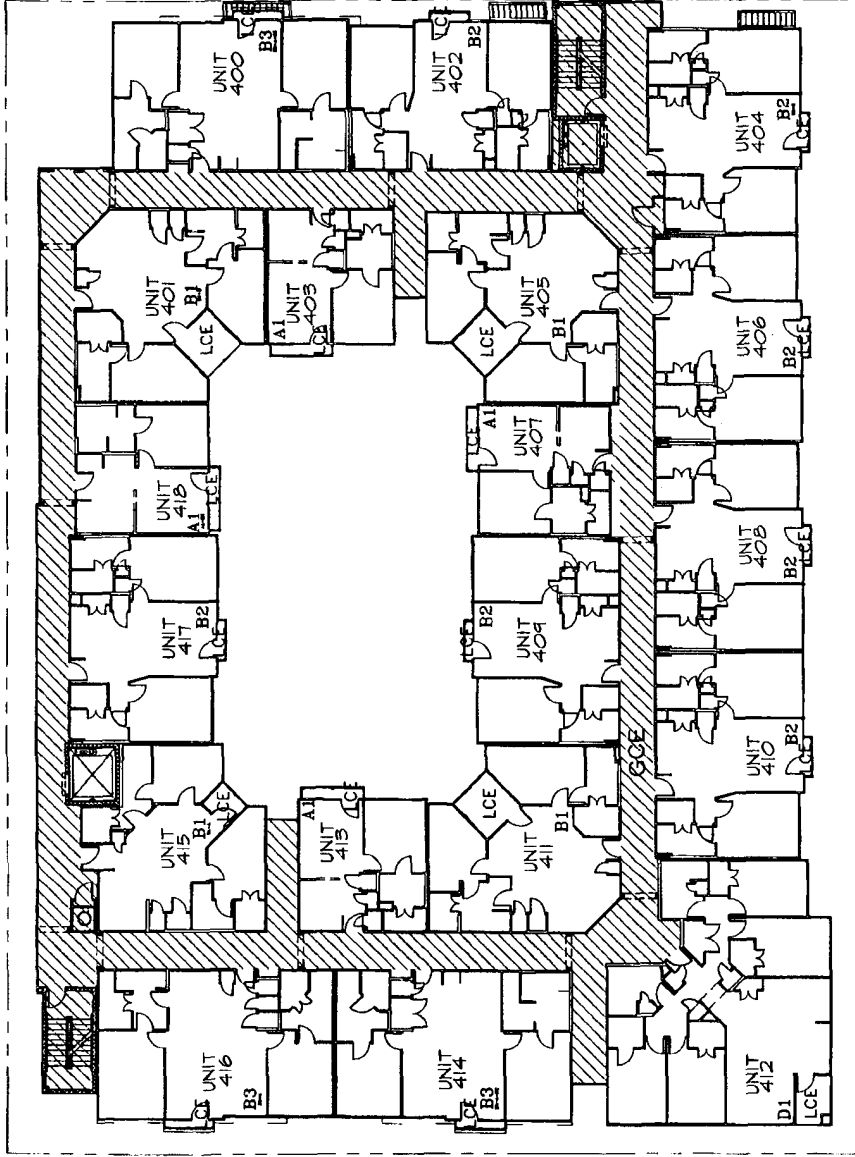


### THIRD FLOOR PLAN

1:20

TEXAN SHOAL CREEK  
Austin, Texas  
ELY

TEXAN SHOAL CREEK CONDOMINIUMS  
A CONDOMINIUM REGIME IN TARRANT COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, DISTRICT 15, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR MAPS THEREOF, RECORDED IN VOL. 1, P. 12, P.A. RECORDS, TARRANT COUNTY, TEXAS, WITH THE SAME, PART OF SAID AS DIVIDED TO TEXAS SHOAL CREEK PARTNERS, L.P. BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 201507976, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS.



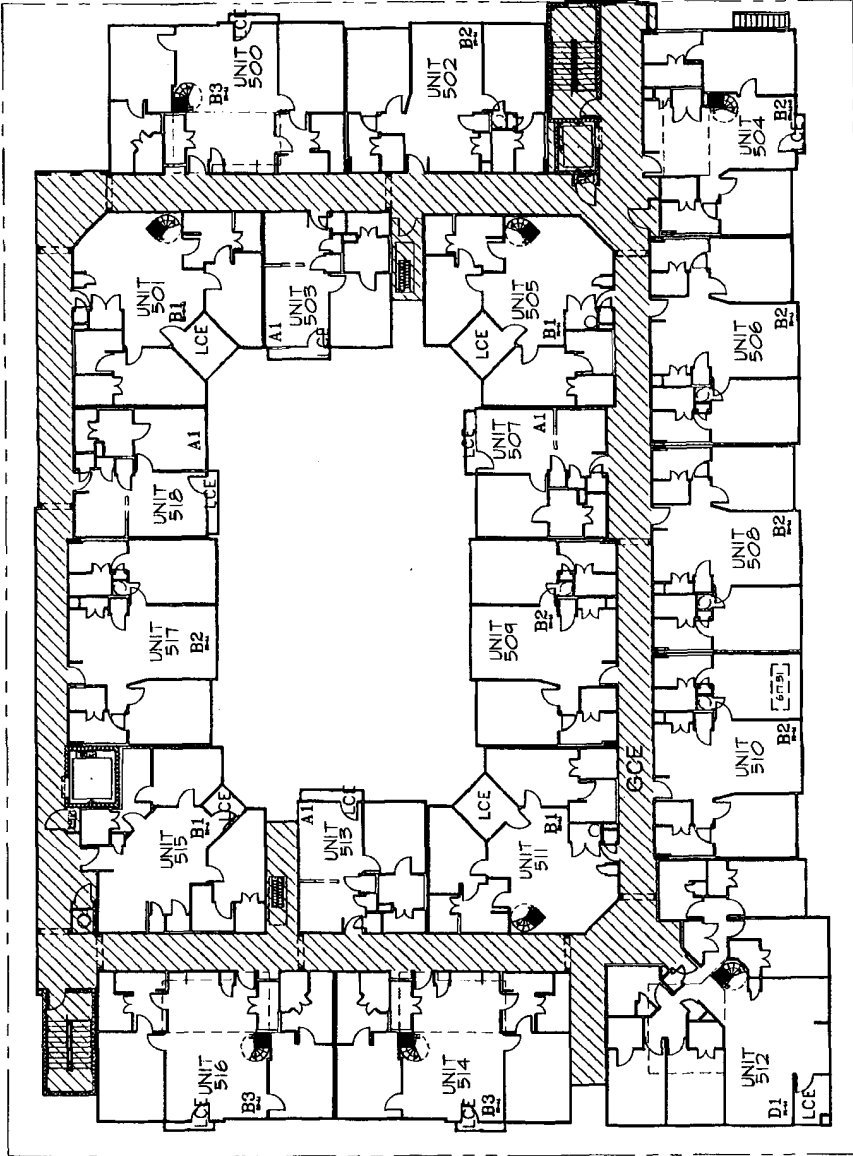
# FOURTH FLOOR PLAN

1:20

TEXAN SHOAL CREEK  
Austin, Texas  
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4-17-2017

TEXAN SHOAL CREEK CONDOMINIUMS  
A CONDOMINIUM RESIDE IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 3, OUTLOT 3A, DIVISION 3 (SHA, BOWARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR MAP THEREOF, RECORDED IN VOL. 1, P. 12, PLAN RECORDED, TRAVIS COUNTY, TEXAS, UNDER THE SAME, AND TO BE CONVEYED TO TEXAS SHOAL CREEK PARTNERS, L.P. BY SPECIAL WARRANTY DEED AS NECESSARY IN DEED NO. 201507019, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.



### FIFTH FLOOR PLAN

1:20

TEXAN SHOAL CREEK  
Austin, Texas  
ELY

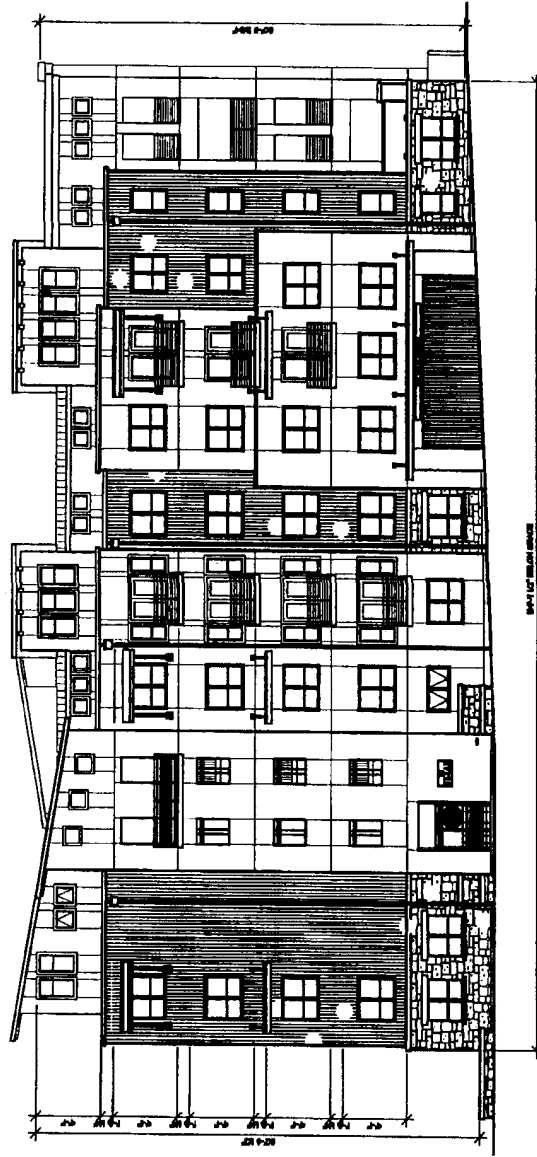
PAGE 11 OF 51

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**KELLY GROSSMAN**  
ARCHITECTS, L.L.C.  
386 ABBOT ROAD, SUITE 210 AUSTIN, TEXAS 78744 PH: 512.221.2307

2-23-2011

# TEXAN SHOAL CREEK

Austin, Texas



FRONT ELEVATION

TEXAN SHOAL CREEK CONDOMINIUMS

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBOARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, L.L.C. BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

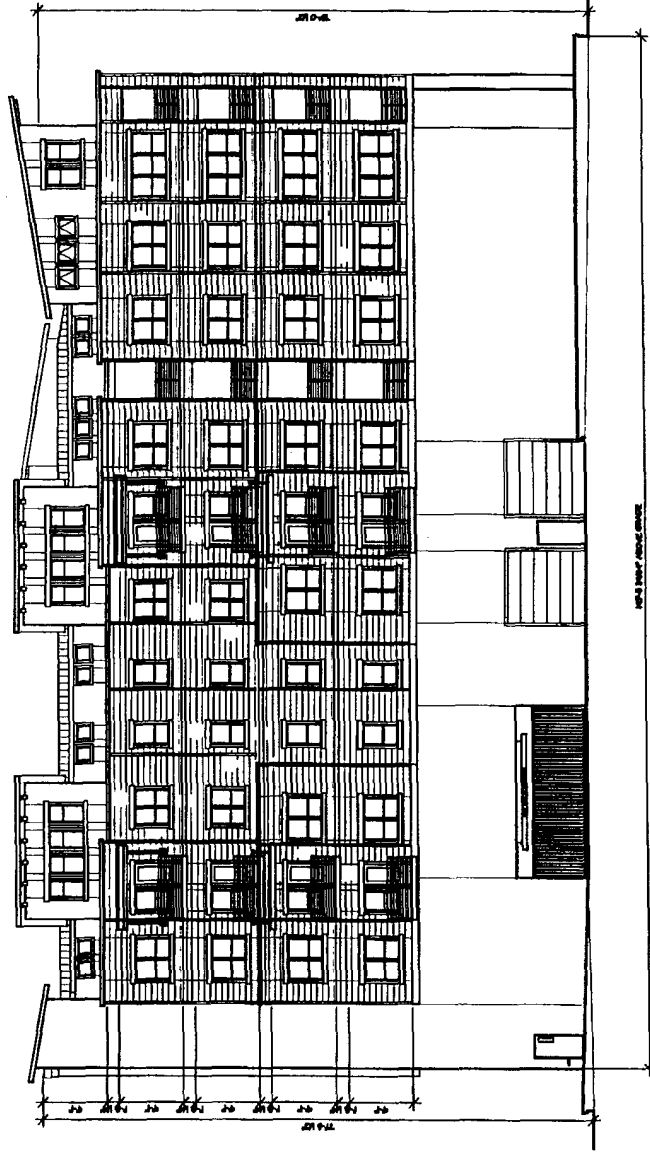
ARCHITECTURE • LAND PLANNING • LANDSCAPE DESIGN • CONSTRUCTION ADMINISTRATION

**KELLY GROSSMAN**

A R C H I T E C T S L L C  
200 AUDUBON PKWY #200, SUITE 210, AUSTIN, TEXAS 78740, PH: 512.237.2367

# TEXAN SHOAL CREEK

Austin, Texas



REAR ELEVATION

TEXAN SHOAL CREEK CONDOMINIUMS

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBOARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, L.L.C. BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

ARCHITECTURE • LAND PLANNING • LANDSCAPE DESIGN • CONSTRUCTION ADMINISTRATION •

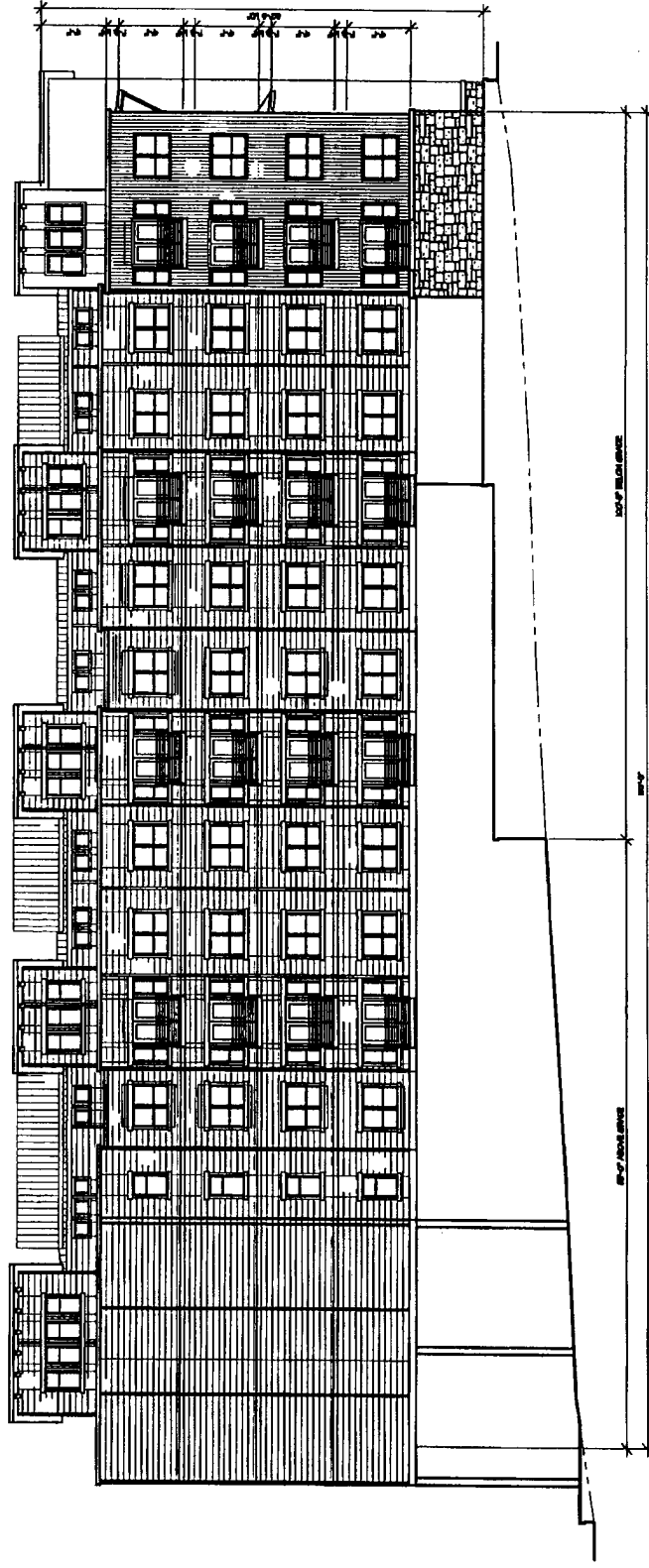
**KELLY GROSSMAN**  
A R C H I T E C T S L L C

200 ALDINE HOY ROAD, SUITE 210 AUSTIN, TEXAS 78749 PH: 512.252.7347

2-25-2011

# TEXAN SHOAL CREEK

Austin, Texas



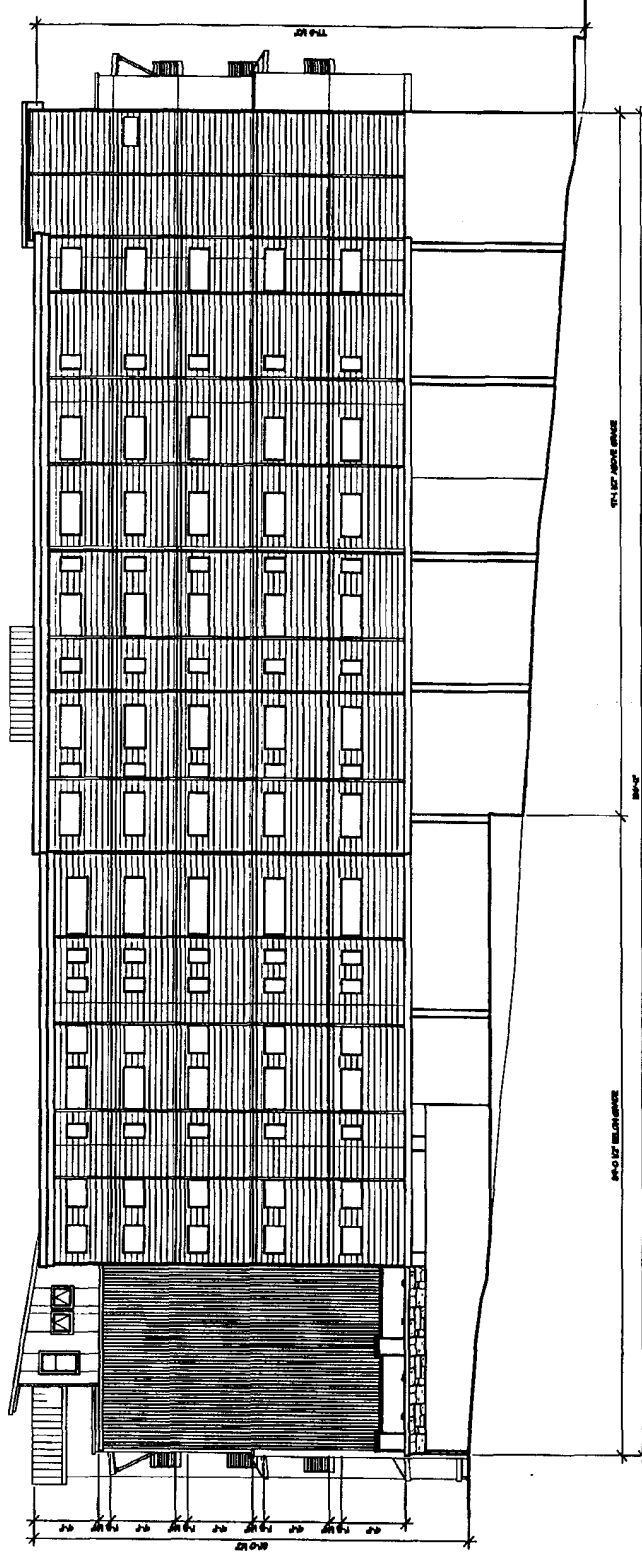
LEFT ELEVATION

TEXAN SHOAL CREEK CONDOMINIUMS

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARDS'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, LLC, BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

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**KELLY GROSSMAN**  
ARCHITECTS, L.L.C.  
300 ANAHE RUBY ROAD, SUITE 210, AUSTIN, TEXAS 78746, PH: 1-817-627-3367

# TEXAN SHOAL CREEK Austin, Texas



RIGHT ELEVATION

### TEXAN SHOAL CREEK CONDOMINIUMS

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARDS SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, L.L.C. BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

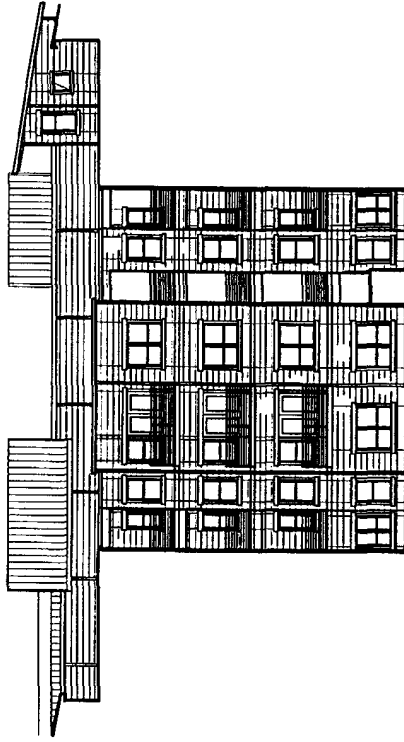
ARCHITECTURE • LAND PLANNING • LANDSCAPE DESIGN • CONSTRUCTION ADMINISTRATION •

**KELLY GROSSMAN**

A R C H I T E C T S L L C

207 ALAHE RUBY ROAD, SUITE 210 AUSTIN, TEXAS 78749 PH. 115122273387

# TEXAN SHOAL CREEK Austin, Texas



FRONT COURTYARD  
ELEVATION

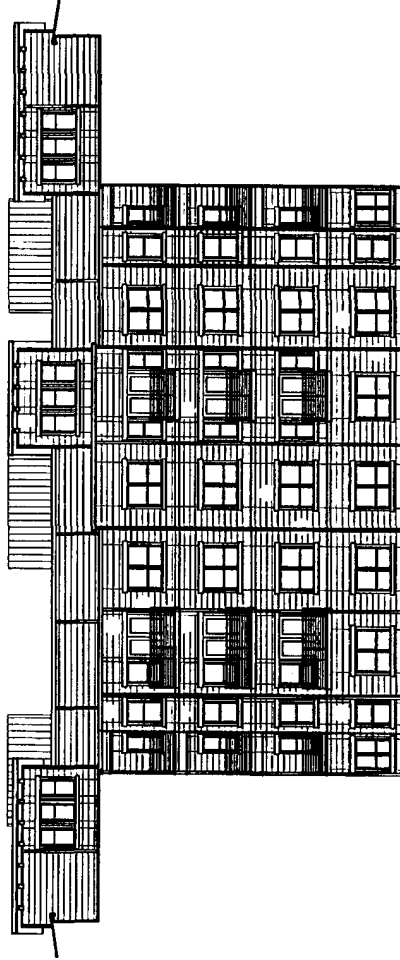
TEXAN SHOAL CREEK CONDOMINIUMS

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBOARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, L.L.C. BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

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**KELLY GROSSMAN**  
ARCHITECTS, L.L.C.  
200 ADAMS RUBY ROAD, SUITE 210 AUSTIN, TEXAS 78746 PH: 715.5262.3367

2-23-2011

# TEXAN SHOAL CREEK Austin, Texas



LEFT COURTYARD  
ELEVATION

TEXAN SHOAL CREEK CONDOMINIUMS

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBOARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS COMEYED TO TEXAS SHOAL CREEK PARTNERS, L.L.C. BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

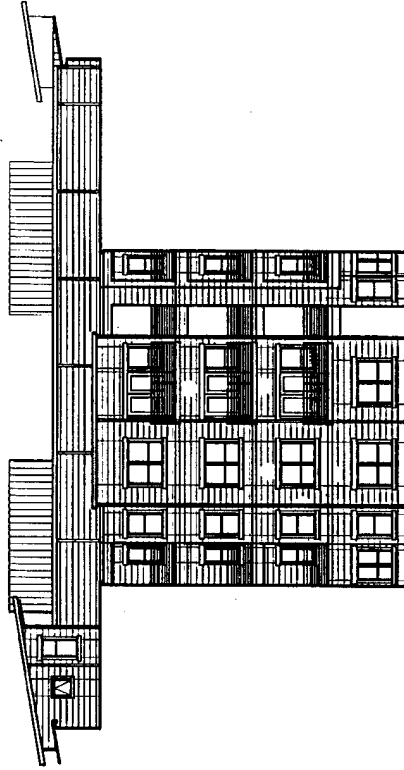
ARCHITECTURE • LAND PLANNING • LANDSCAPE DESIGN • CONSTRUCTION ADMINISTRATION

**KELLY GROSSMAN**

A R C H I T E C T S L L C  
260 MAJIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78740 PH: 1.612.262.2507

# TEXAN SHOAL CREEK

Austin, Texas



REAR COURTYARD  
ELEVATION

TEXAN SHOAL CREEK CONDOMINIUMS

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARDS' SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, LLC, BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

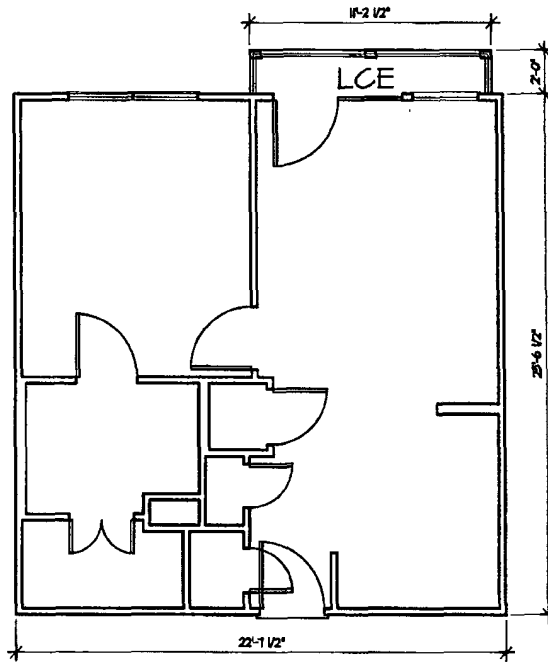
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**KELLY GROSSMAN**

A R C H I T E C T S L L L C  
280 ALABE ROY ROAD, SUITE 210, AUSTIN, TEXAS 78748 PH: 512.267.2367

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, LLC, BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017816, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

**UNIT #S:**  
303, 307, 313, 403, 407, 413, 503  
507, 513, 518



# UNIT A1 FLOOR PLAN

ONE BEDROOM/ONE BATH

1/8"

533 SQ. FT.

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## TEXAN SHOAL CREEK

Austin, Texas

Ely

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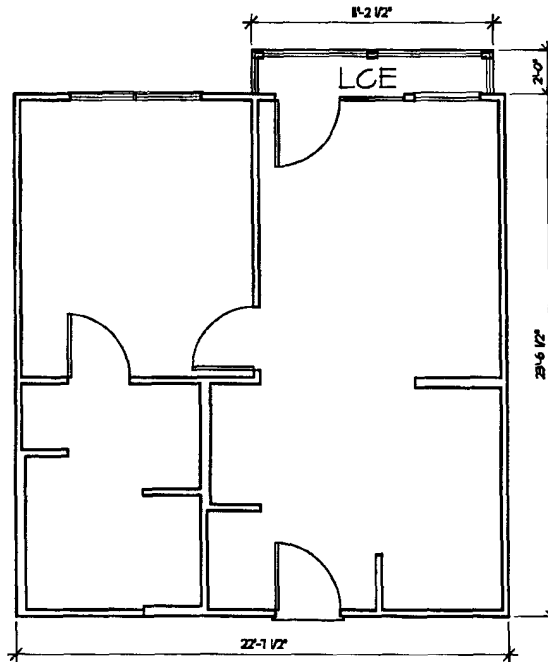
# KELLY GROSSMAN

A R C H I T E C T S , L L C

260 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78748 ph: +1.512/327.3397

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, LLC, BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

**UNIT #S:**  
318, 418



## UNIT A1-HC FLOOR PLAN

ONE BEDROOM/ONE BATH

1/8"

533 SQ. FT.

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### TEXAN SHOAL CREEK

Austin, Texas

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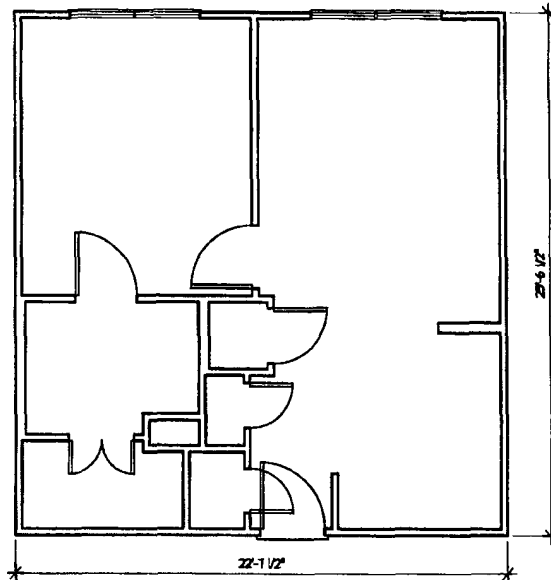
## KELLY GROSSMAN

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280 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78748 ph: +1.512/327.3387

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**UNIT #S:**  
201, 207, 213, 218



### UNIT A1-1 FLOOR PLAN

ONE BEDROOM/ONE BATH 1/8"

533 SQ. FT.

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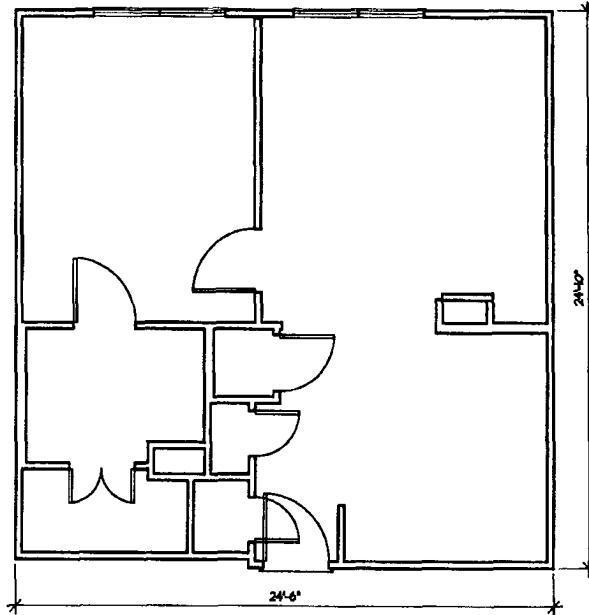
TEXAN SHOAL CREEK

Austin, Texas  
Ely

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**KELLY GROSSMAN**  
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UNIT #S:  
102



## UNIT A1-A FLOOR PLAN

ONE BEDROOM/ONE BATH

1/8"

604 SQ. FT.

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TEXAN SHOAL CREEK

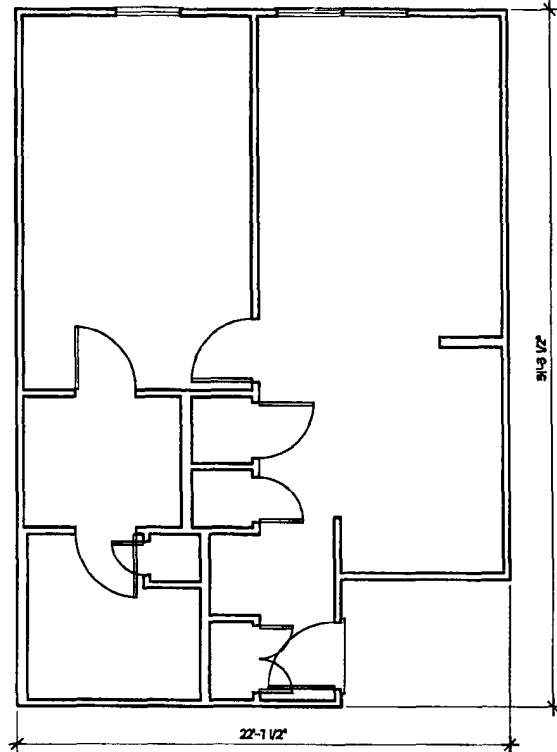
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**KELLY GROSSMAN**  
ARCHITECTS, L.L.C.

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UNIT #S:  
100



### UNIT A1-B FLOOR PLAN

ONE BEDROOM/ONE BATH

1/8"

664 SQ. FT.

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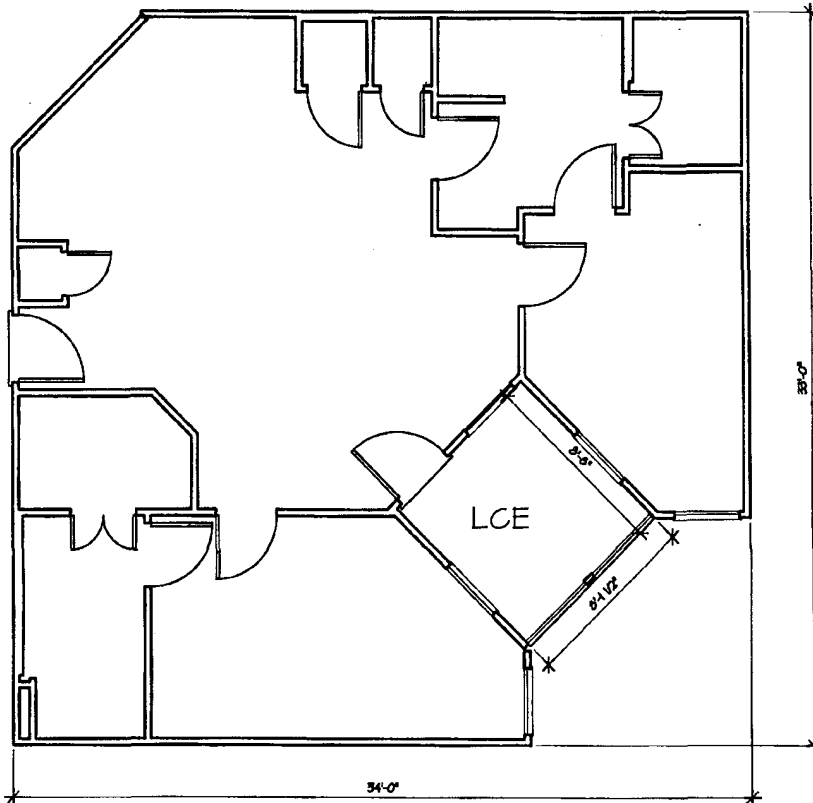
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**KELLY GROSSMAN**  
ARCHITECTS, LLC

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UNIT #S:  
305, 311, 405, 411



### UNIT B1 FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

945 SQ. FT.

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### TEXAN SHOAL CREEK

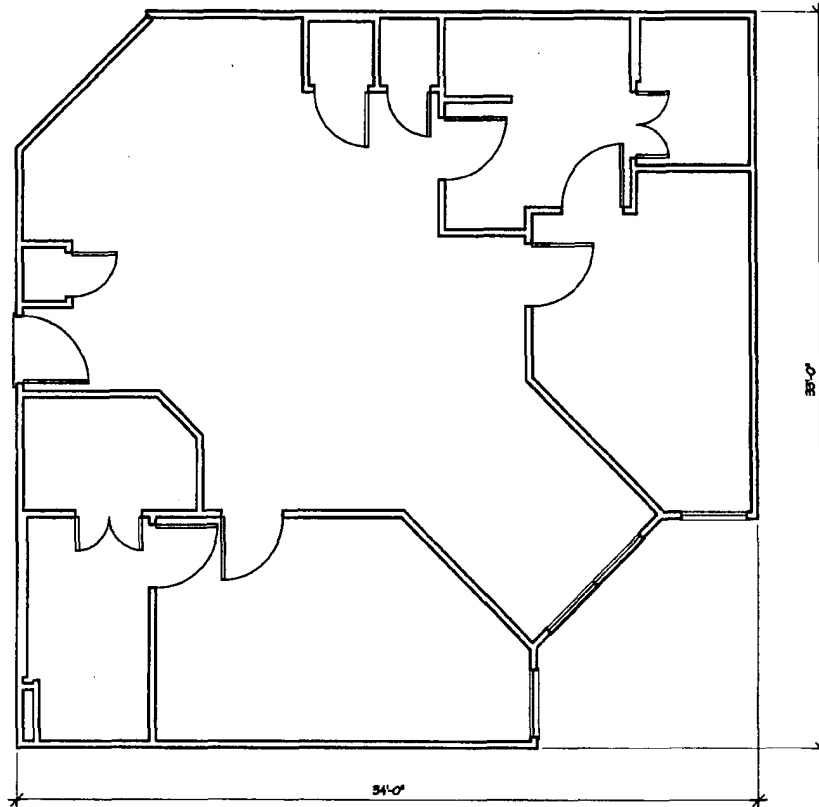
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ARCHITECTS, L.L.C.

280 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78748 ph: +1512327.3387

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**UNIT #S:**  
205, 211



### UNIT B1-SR FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

1015 SQ. FT.

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TEXAN SHOAL CREEK

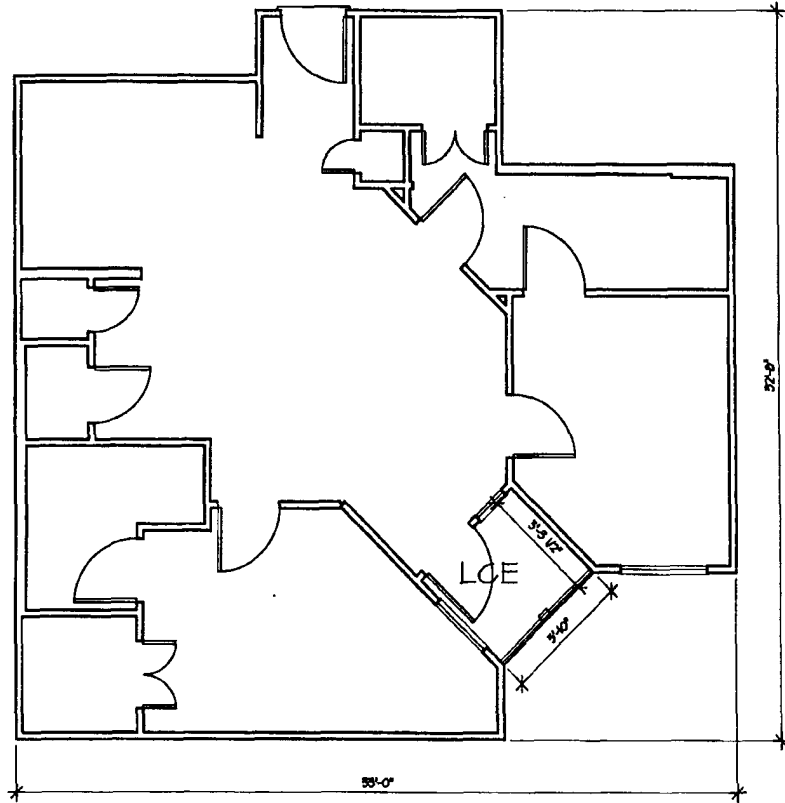
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ARCHITECTS, L.L.C.

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**UNIT #S:**  
315, 415, 515



# UNIT B1-A FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

868 SQ. FT.

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## TEXAN SHOAL CREEK

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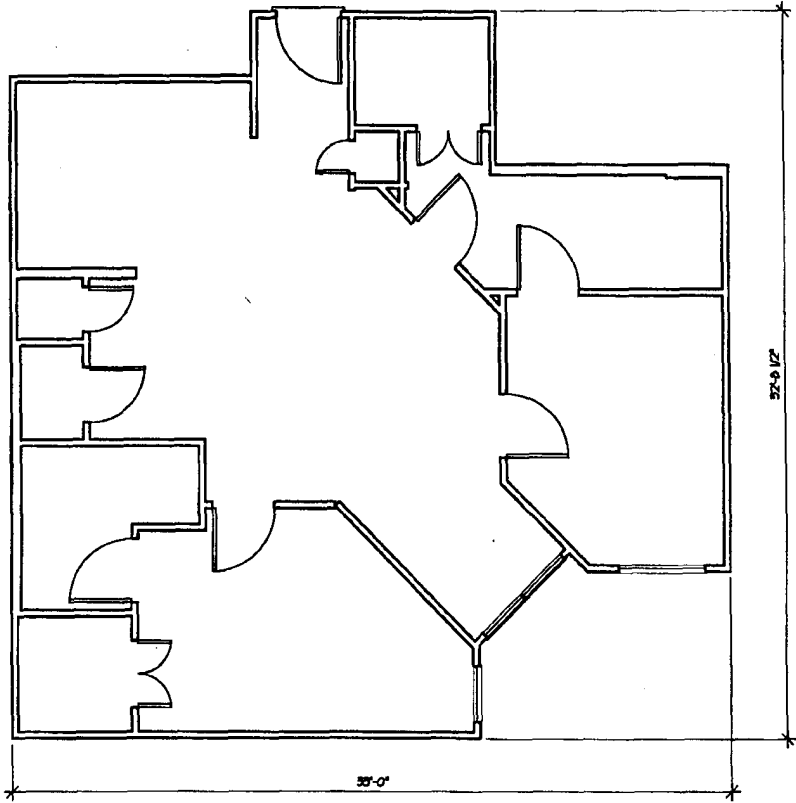
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**UNIT #S:**  
215



### UNIT B1-A-SR FLOOR PLAN

TWO BEDROOM/TWO BATH 1/8"

889 SQ. FT.

PAGE 27 OF 51

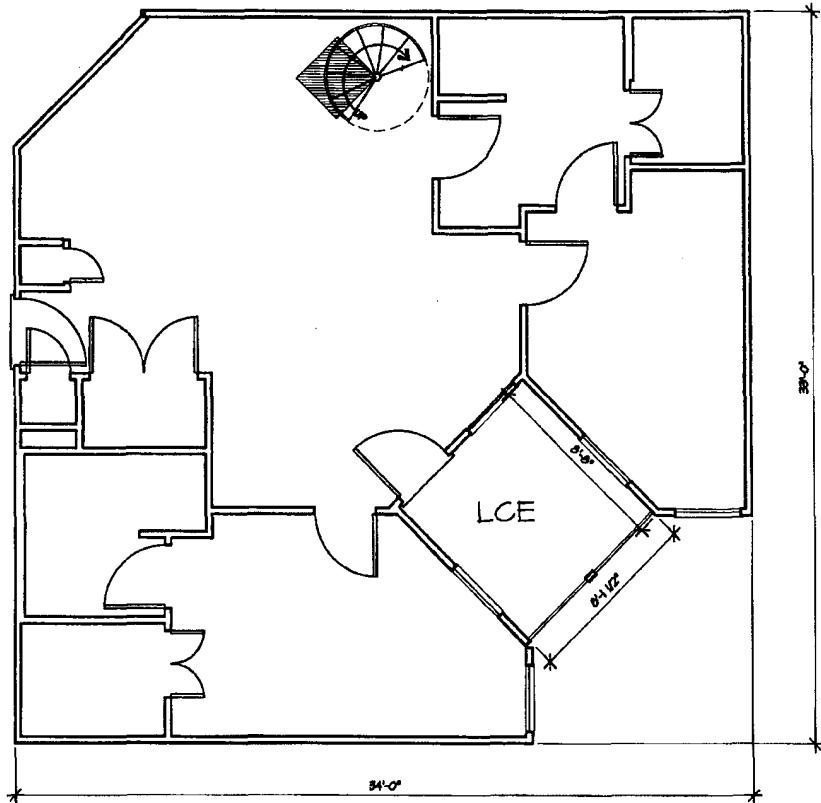
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**UNIT #S:**  
505, 511



# UNIT B1-L1 FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

945 SQ. FT.

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## TEXAN SHOAL CREEK

Austin, Texas  
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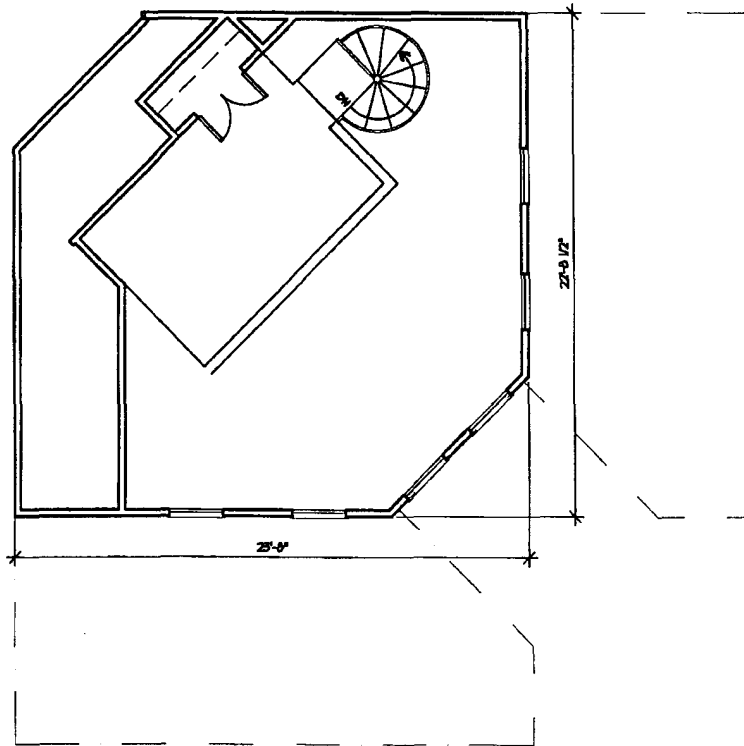
# KELLY GROSSMAN

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**UNIT #S:**  
505, 511



## UNIT B1-L2 FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

109 SQ. FT.

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### TEXAN SHOAL CREEK

Austin, Texas

Ely

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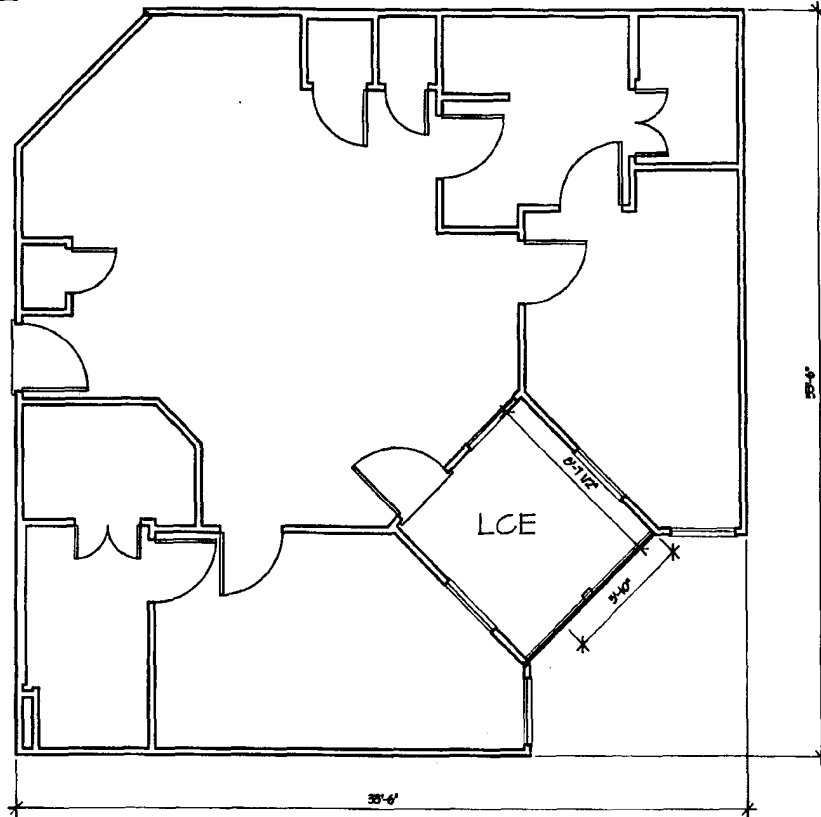
## KELLY GROSSMAN

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**UNIT #S:**  
301, 401



## UNIT B1-B FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

950 SQ. FT.

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TEXAN SHOAL CREEK

Austin, Texas

Ely

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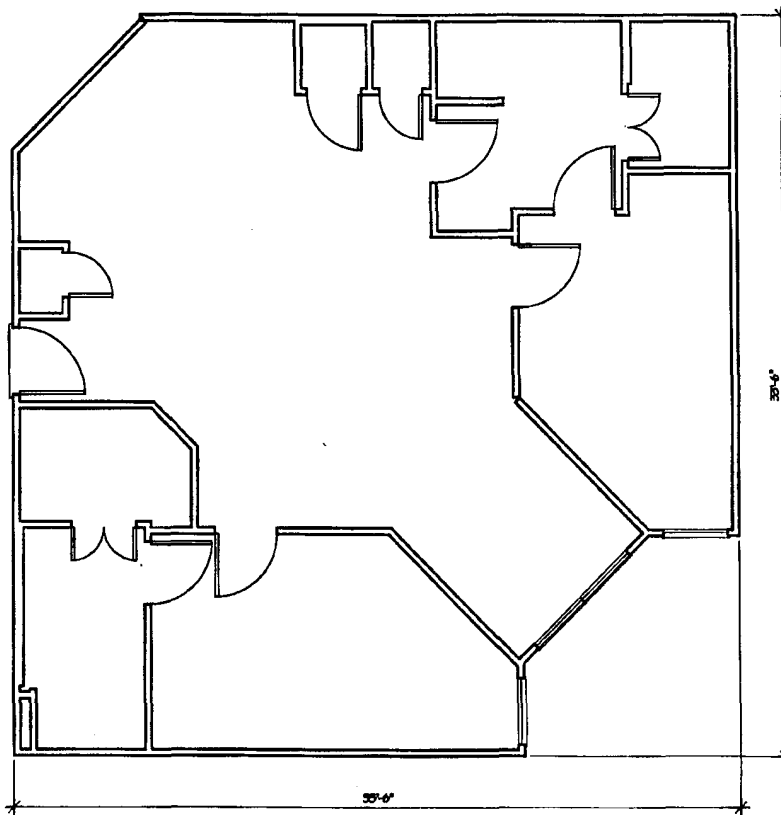
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UNIT #S:  
201



### UNIT B1-B-SR FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

1021 SQ. FT.

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## TEXAN SHOAL CREEK

Austin, Texas

Ely

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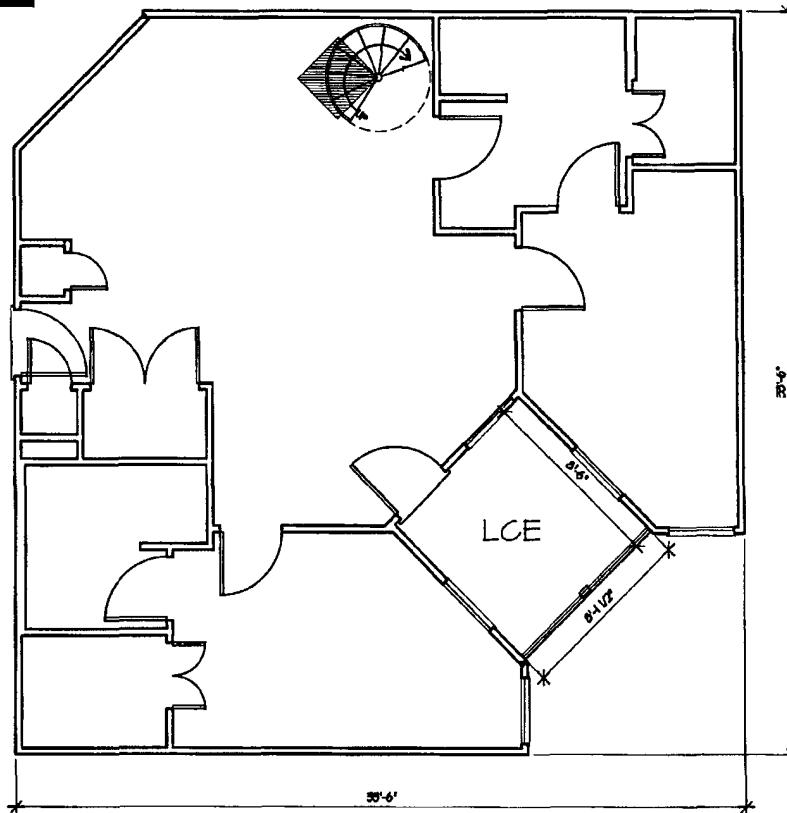
# KELLY GROSSMAN

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200 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78748 ph: +1 512/327.3397

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UNIT #S:  
501



# UNIT B1-B-L1 FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

950 SQ. FT.

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## TEXAN SHOAL CREEK

Austin, Texas

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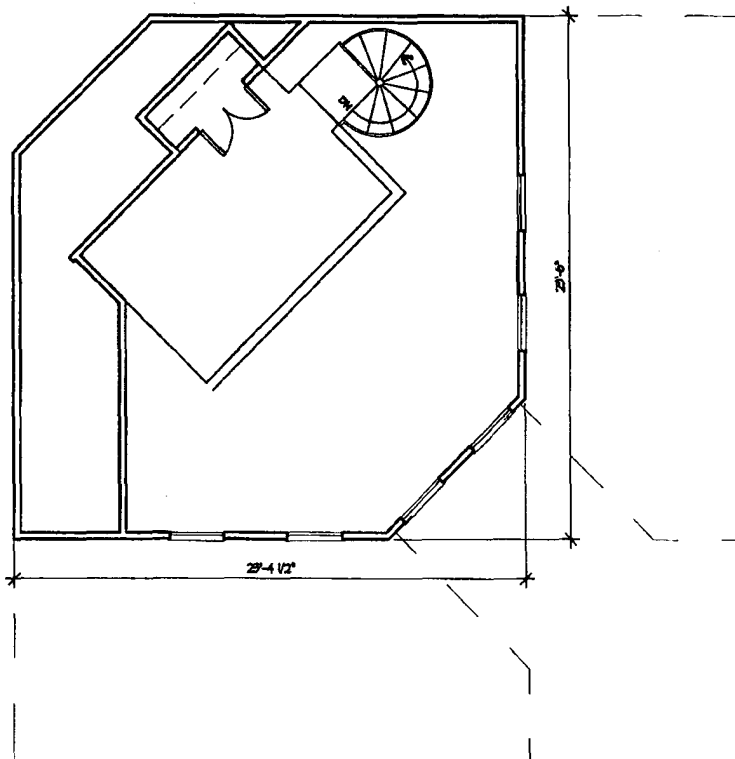
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260 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746 ph: +1 512/327 3397

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**UNIT #S:**  
501



### UNIT B1-B-L2 FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

111 SQ. FT.

PAGE 33 OF 51

## TEXAN SHOAL CREEK

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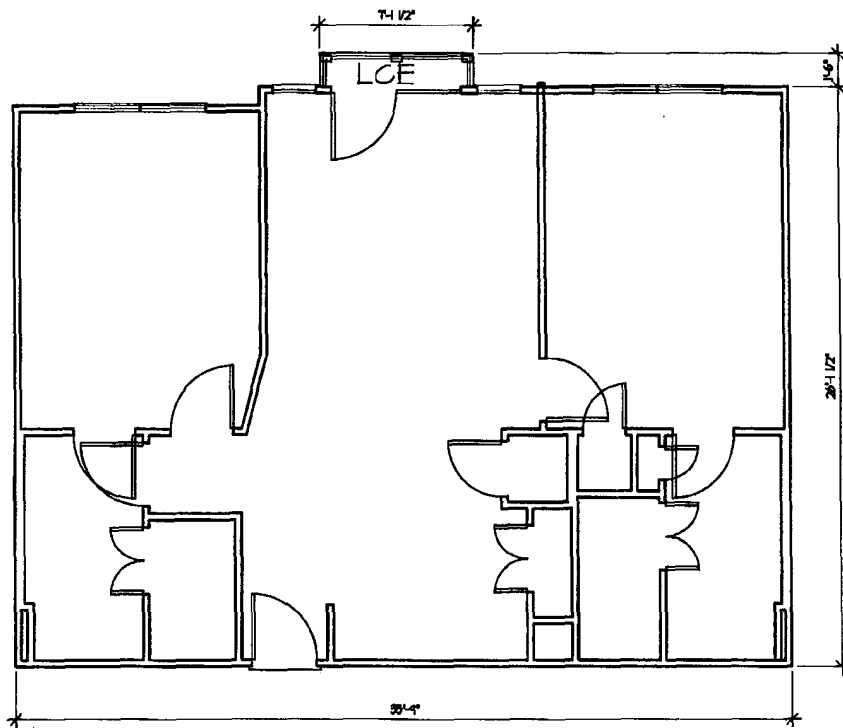
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**UNIT #S:**  
202, 206, 208, 210, 302, 306, 308, 309, 310, 317  
402, 406, 408, 409, 410, 417



### UNIT B2 FLOOR PLAN

TWO BEDROOM/TWO BATH 1/8"

925 SQ. FT.

PAGE 34 OF 51

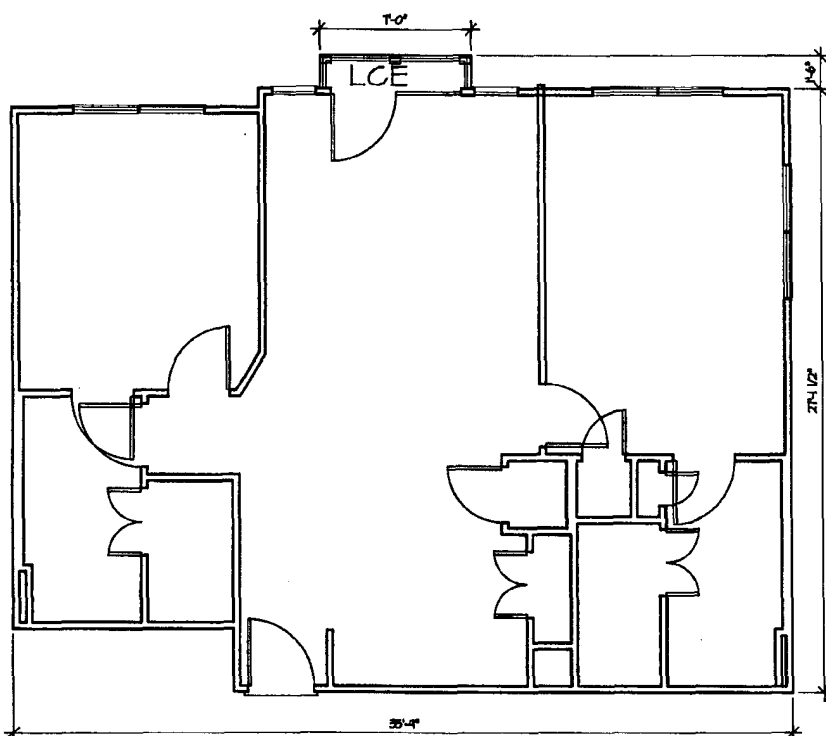
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**UNIT #S:**  
204, 304, 404



## UNIT B2-E FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

932 SQ. FT.

PAGE 35 OF 51

### TEXAN SHOAL CREEK

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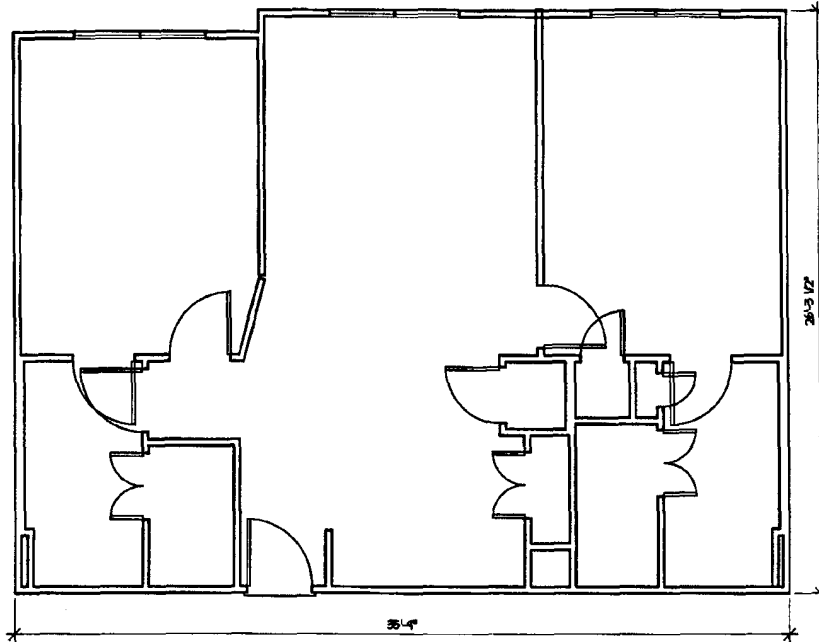
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**UNIT #S:**  
101, 209, 217



## UNIT B2-1 FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

929 SQ. FT.

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### TEXAN SHOAL CREEK

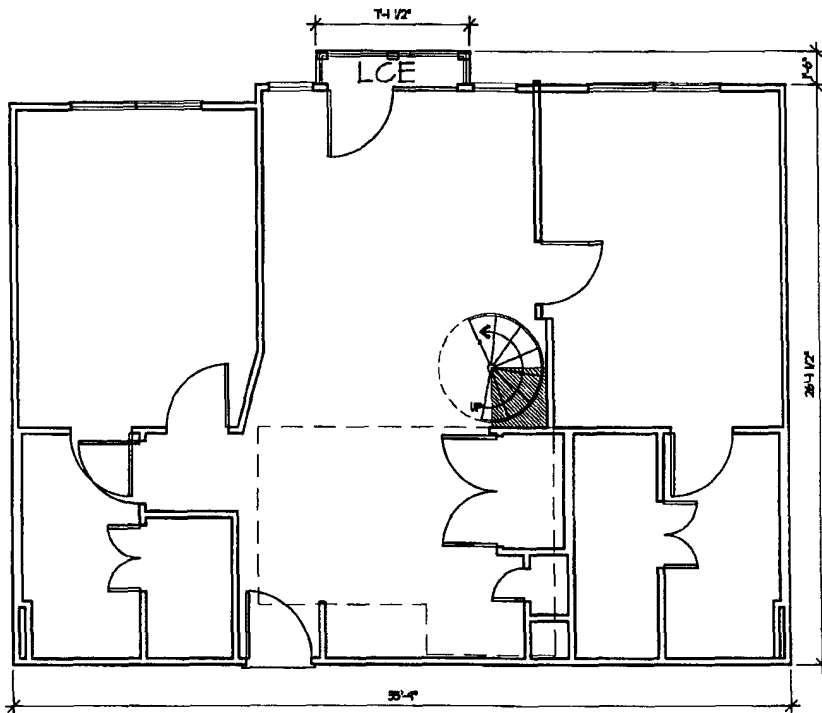
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ARCHITECTS, L.L.C.

280 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746 ph: +1.512.327.3397

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, L.L.C. BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

**UNIT #S:**  
502, 506, 508, 509, 510, 517,



## UNIT B2-L1 FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

925 SQ. FT.

PAGE 37 OF 51

### TEXAN SHOAL CREEK

Austin, Texas  
Ely

• ARCHITECTURE • LAND PLANNING • LANDSCAPE DESIGN • CONSTRUCTION ADMINISTRATION •

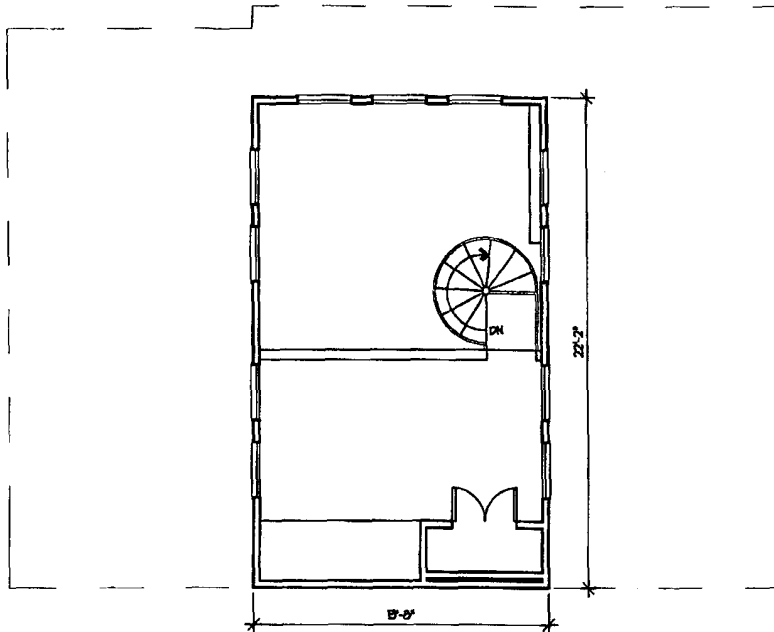
## KELLY GROSSMAN

A R C H I T E C T S , L L C

280 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78748 ph: +1.512/327.3397

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**UNIT #S:**  
506, 508, 509, 510, 517,



### UNIT B2-L2 FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

107 SQ. FT.

PAGE 38 OF 51

## TEXAN SHOAL CREEK

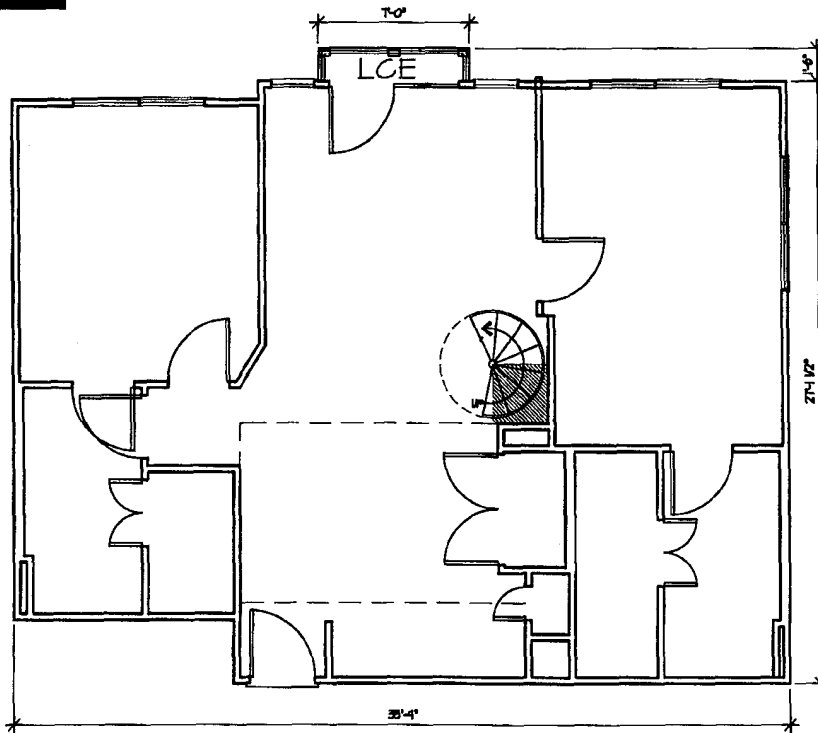
Austin, Texas  
Ely

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**KELLY GROSSMAN**  
ARCHITECTS, L.L.C.

280 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746 ph: +1.512.327.3387

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, LLC, BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017818, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

UNIT #S:  
504



### UNIT B2-L1-E FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

931 SQ. FT.

PAGE 39 OF 51

## TEXAN SHOAL CREEK

Austin, Texas

Ely

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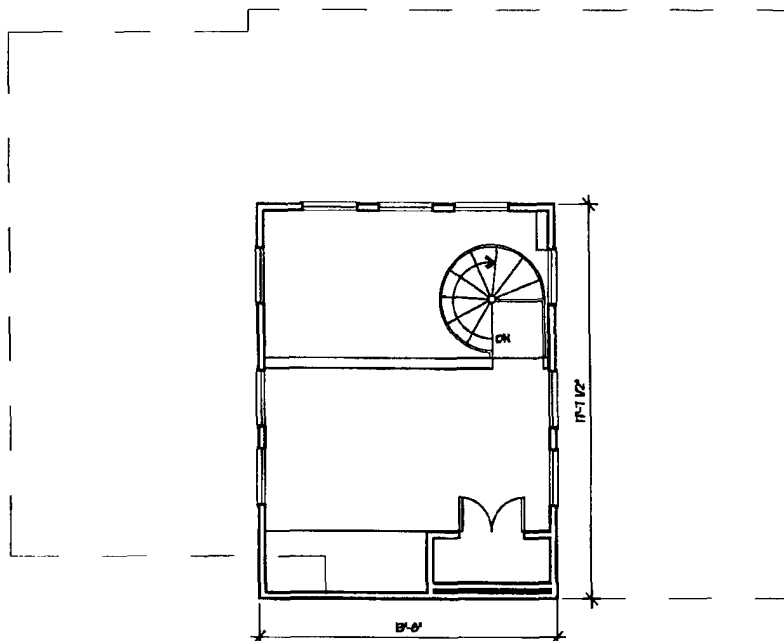
# KELLY GROSSMAN

A R C H I T E C T S , L L C

280 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78748 ph: +1.512.327.3397

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UNIT #S:  
502



### UNIT B2-L2-A FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

107 SQ. FT.

PAGE 40 OF 51

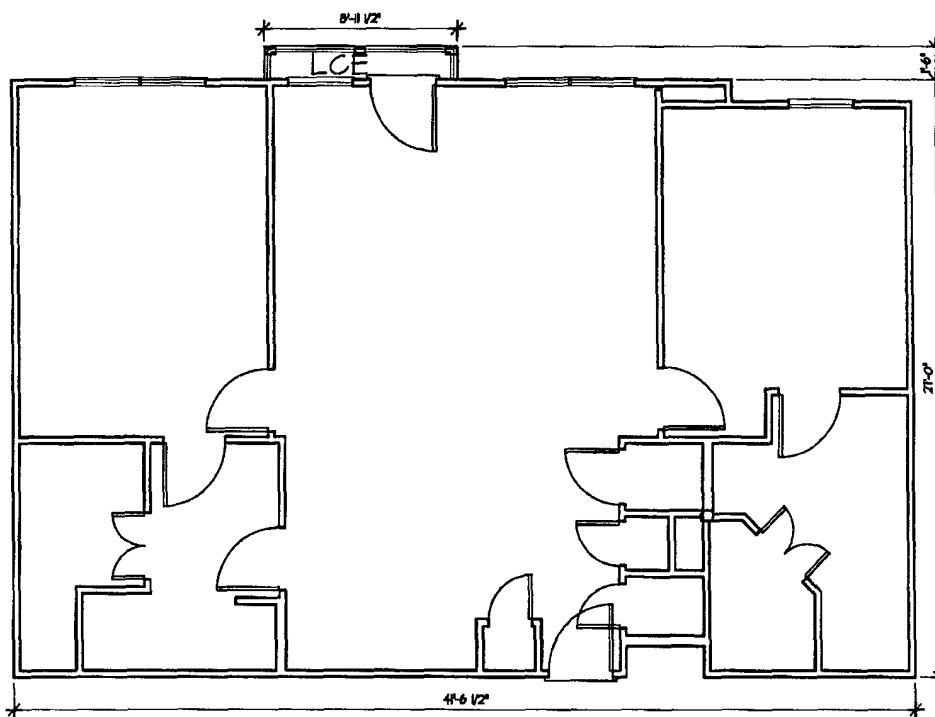
### TEXAN SHOAL CREEK

Austin, Texas  
Ely

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**KELLY GROSSMAN**  
ARCHITECTS, L.L.C.

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, L.L.C., BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

**UNIT #S:**  
216, 300, 316



## UNIT B3 FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

1,108 SQ. FT.

PAGE 41 OF 51

### TEXAN SHOAL CREEK

Austin, Texas

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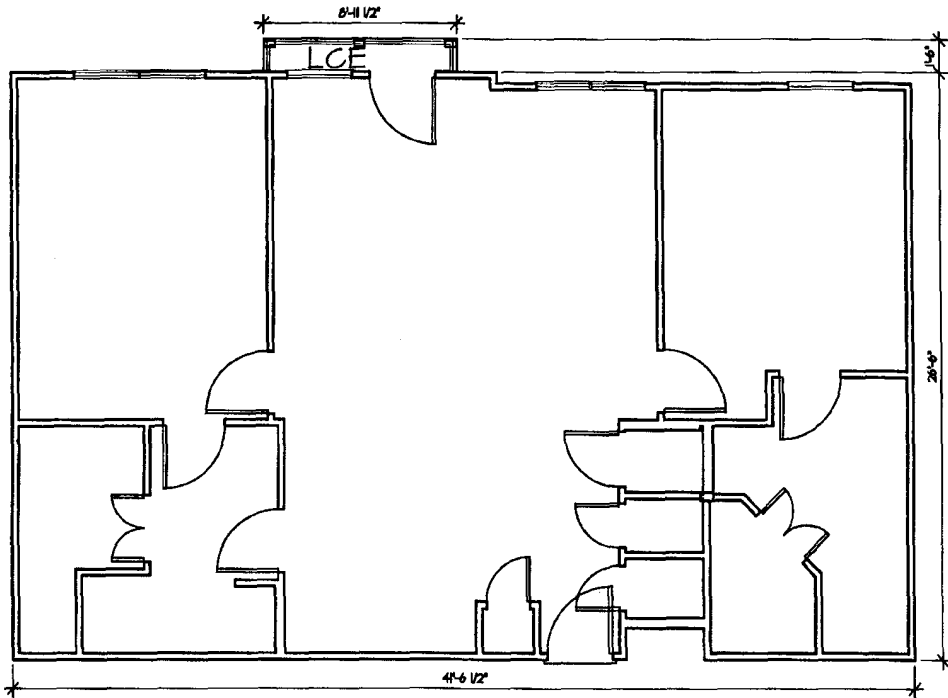
## KELLY GROSSMAN

A R C H I T E C T S , L L C

280 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78748 ph: +1.512.937.3367

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, LLC, BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

UNIT #S:  
416



### UNIT B3-4 FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

1,086 SQ. FT.

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## TEXAN SHOAL CREEK

Austin, Texas

Ely

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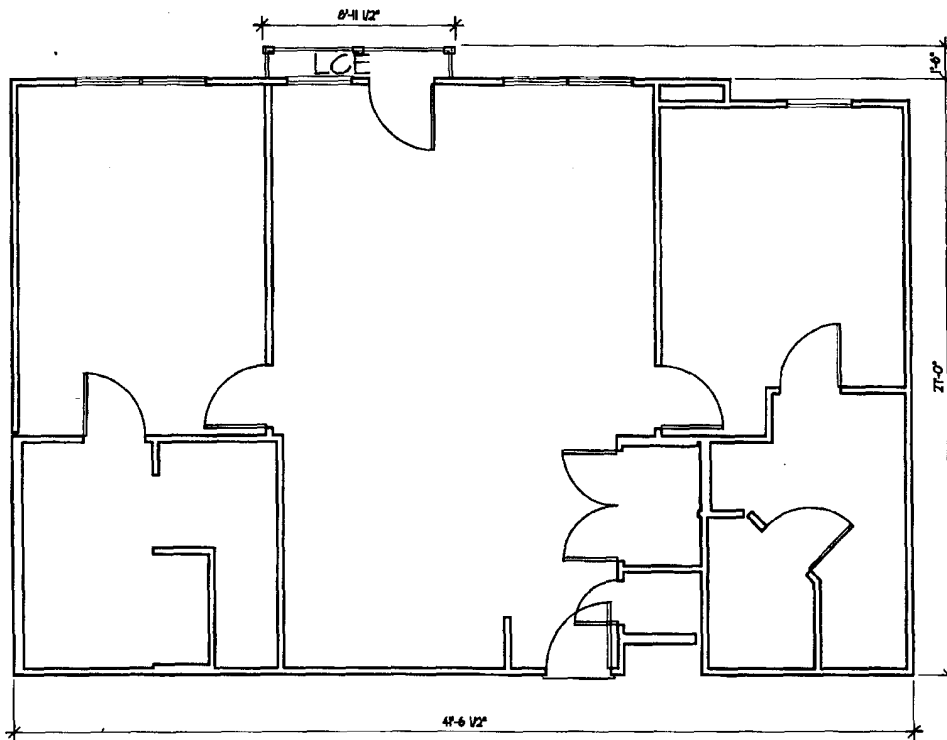
# KELLY GROSSMAN

ARCHITECTS, L L C

280 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746 ph: +1.512.927.3397

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, LLC, BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

**UNIT #S:**  
200, 214, 314



### UNIT B3-HC FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

1,108 SQ. FT.

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## TEXAN SHOAL CREEK

Austin, Texas

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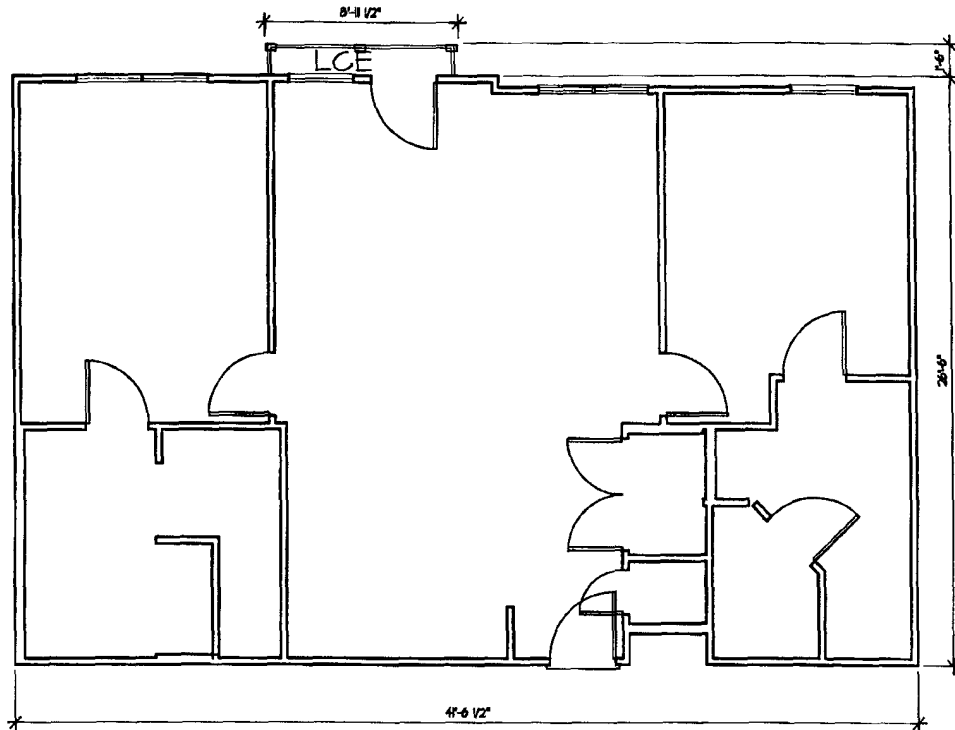
# KELLY GROSSMAN

A R C H I T E C T S , L L C

280 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78748 ph: +1 512/327.3397

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**UNIT #S:**  
400, 414



### UNIT B3-4-HC FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

1,086 SQ. FT.

PAGE 44 OF 51

TEXAN SHOAL CREEK

Austin, Texas  
Ely

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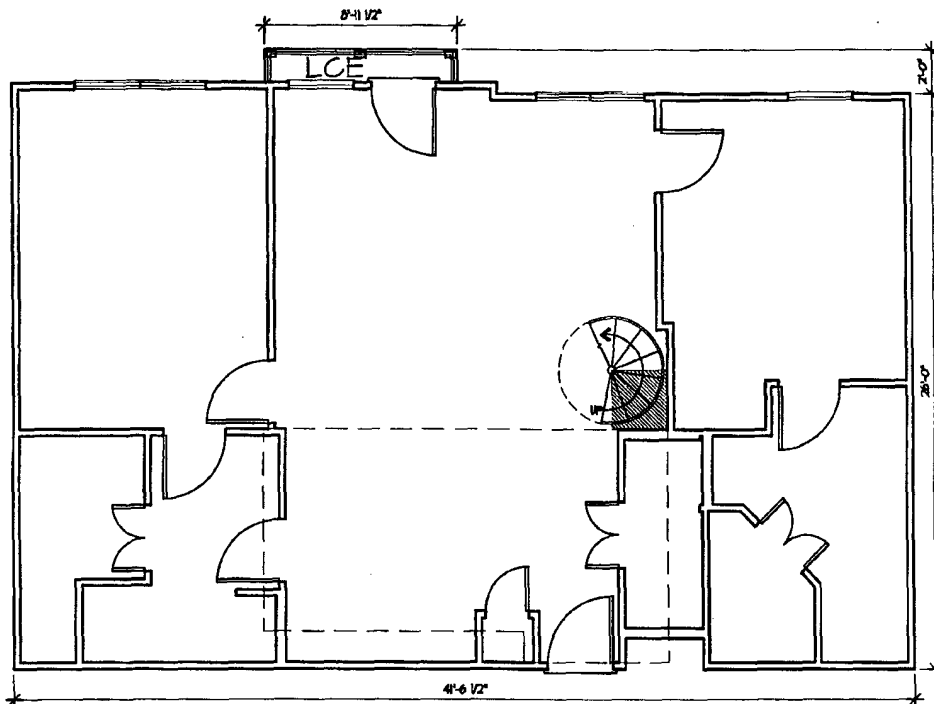
**KELLY GROSSMAN**

A R C H I T E C T S , L L C

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**UNIT #S:**  
500, 514, 516



# UNIT B3-L1 FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

1,086 SQ. FT.

PAGE 45 OF 51

## TEXAN SHOAL CREEK

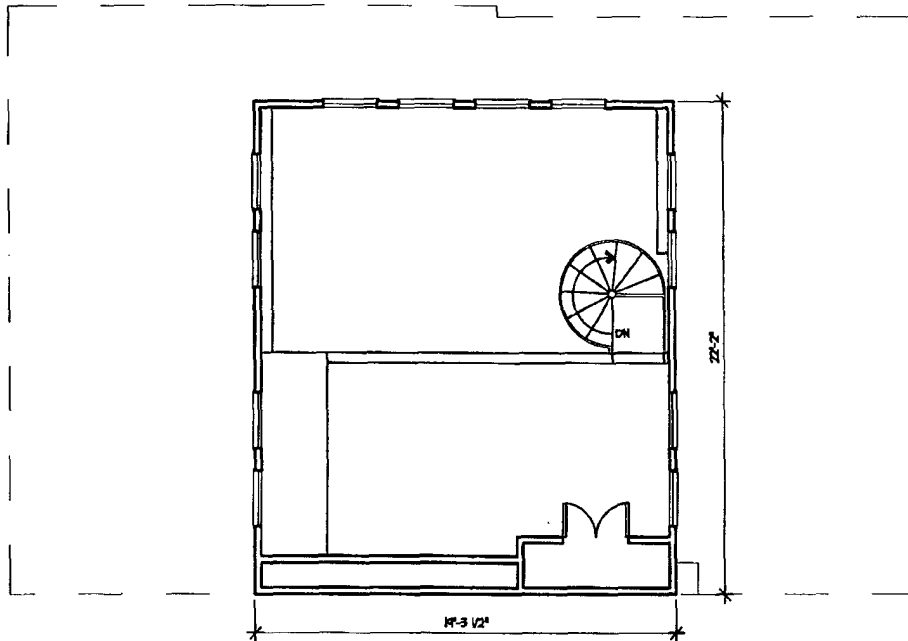
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**KELLY GROSSMAN**  
ARCHITECTS, L.L.C.

260 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78748 ph: +1 512/327.3397

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**UNIT #S:**  
514, 516



## UNIT B3-L2 FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

146 SQ. FT.

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### TEXAN SHOAL CREEK

Austin, Texas

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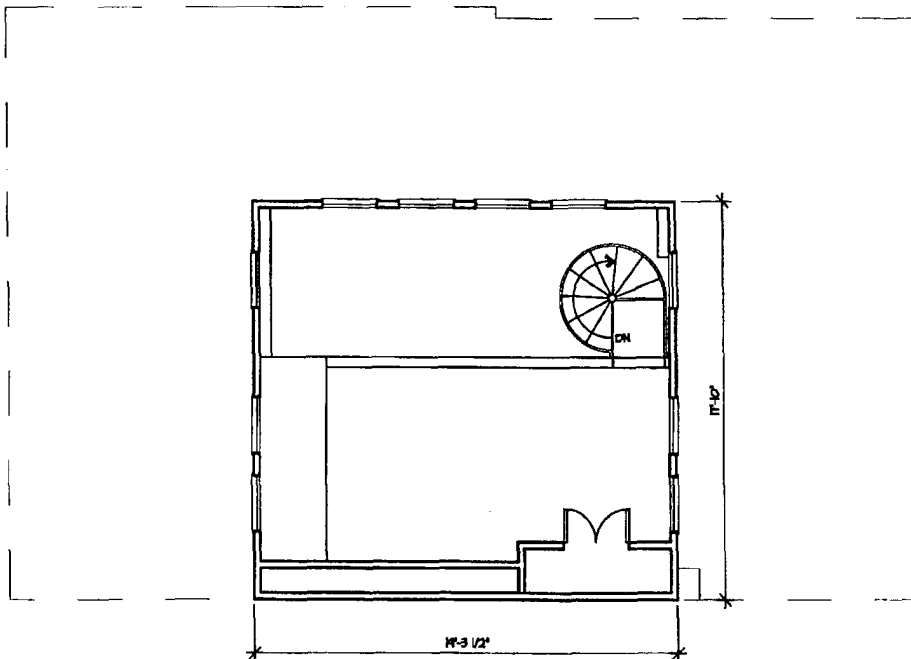
## KELLY GROSSMAN

A R C H I T E C T S , L L C

280 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78740 ph: +1.512/327.3307

A CONDOMINIUM REGIME IN TRAVIS COUNTY, TEXAS, SITUATED ON LOTS 2, 3 AND 4, BLOCK 5, OUTLOT 55, DIVISION D (AKA ROBARD'S SUBDIVISION), IN THE CITY OF AUSTIN, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL. 1, PG. 12, PLAT RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND AS CONVEYED TO TEXAS SHOAL CREEK PARTNERS, LLC, BY SPECIAL WARRANTY DEED AS RECORDED IN DOC. NO. 2012017616, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

UNIT #S:  
500



### UNIT B3-L2-A FLOOR PLAN

TWO BEDROOM/TWO BATH

1/8"

146 SQ. FT.

PAGE 47 OF 51

TEXAN SHOAL CREEK

Austin, Texas  
Ely

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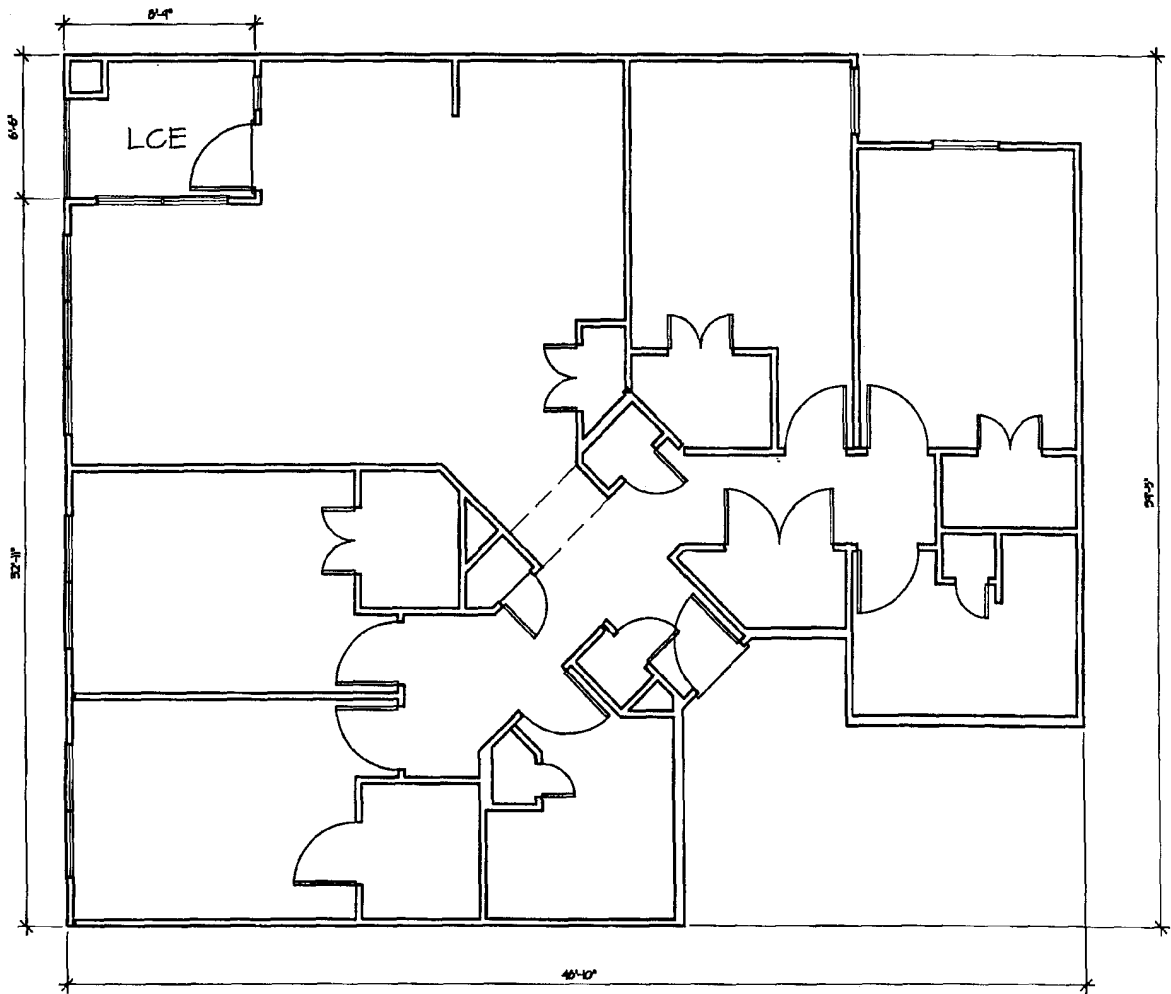
**KELLY GROSSMAN**

A R C H I T E C T S , L L C

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**UNIT #S:**  
212, 412



# UNIT D1 FLOOR PLAN

FOUR BEDROOM/TWO BATH

1/8"

1,556 SQ. FT.

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## TEXAN SHOAL CREEK

Austin, Texas  
Ely

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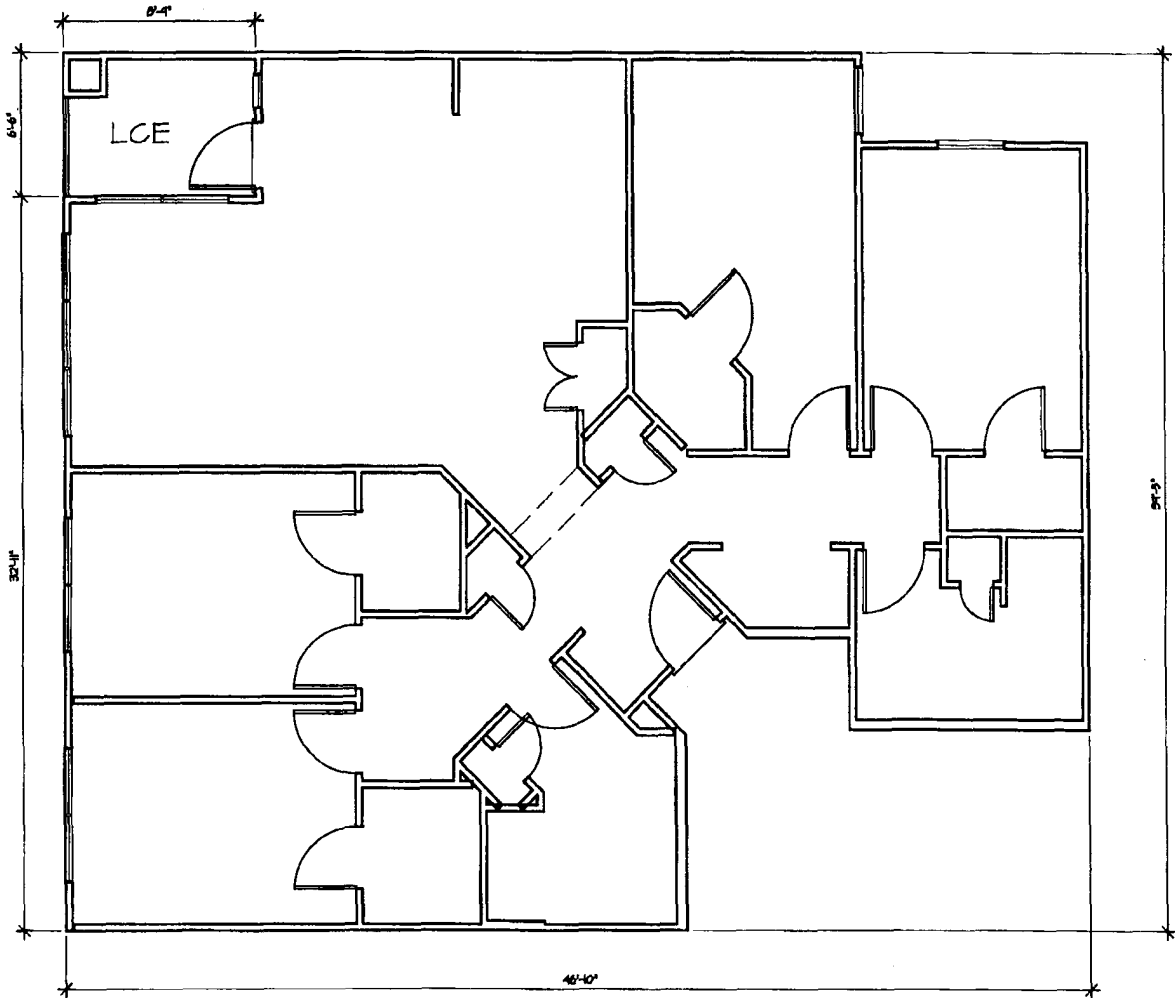
# KELLY GROSSMAN

ARCHITECTS, LLC

280 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78748 ph: +1.512/327.3397

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**UNIT #S:**  
312



### UNIT D1-HC FLOOR PLAN

FOUR BEDROOM/TWO BATH

1/8"

1,547 SQ. FT.

PAGE 49 OF 51

TEXAN SHOAL CREEK

Austin, Texas  
Ely

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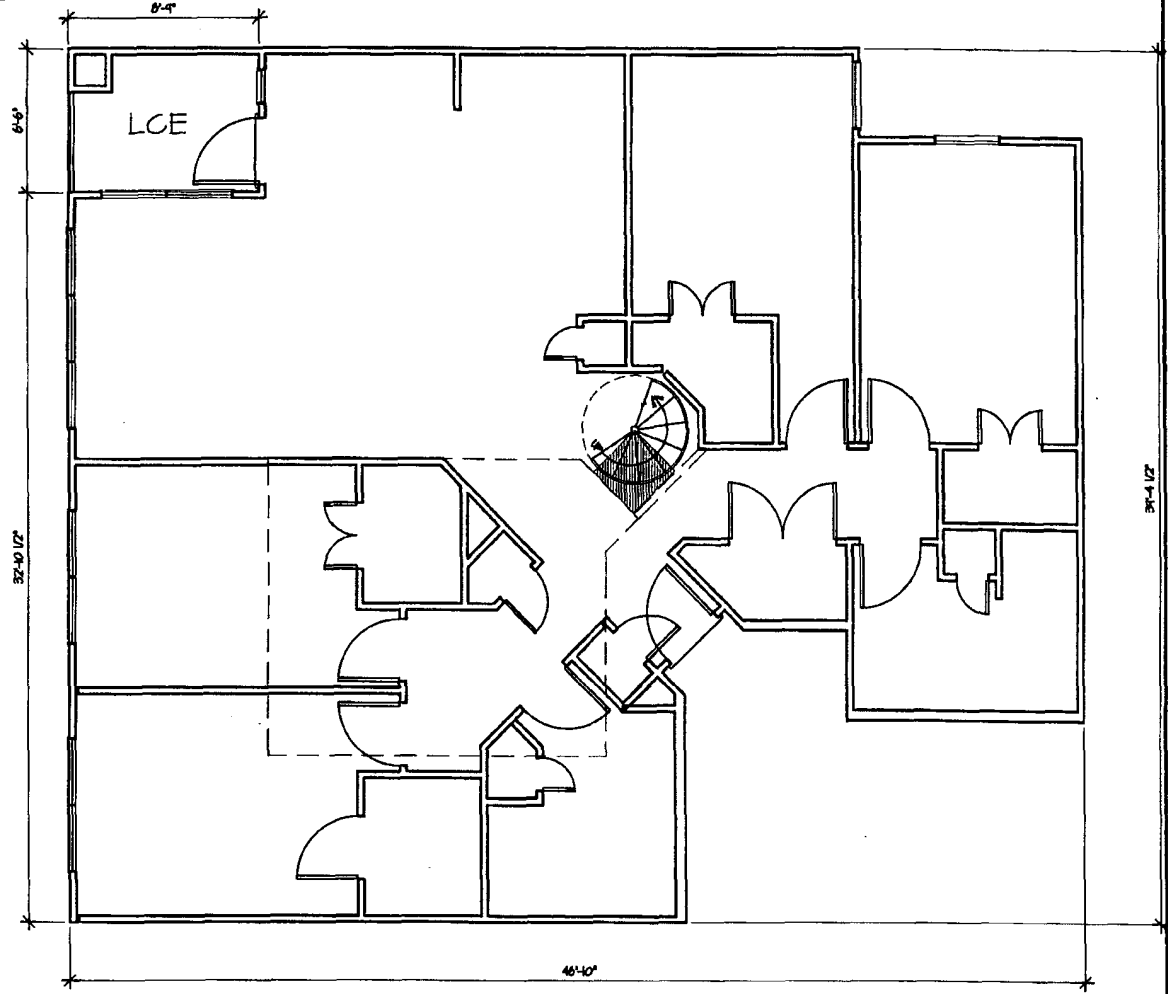
**KELLY GROSSMAN**

A R C H I T E C T S , L L C

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UNIT #S:  
512



### UNIT D1-L1 FLOOR PLAN

FOUR BEDROOM/TWO BATH 1/8"

1,549 of 1,730 SQ. FT.

PAGE 50 OF 51

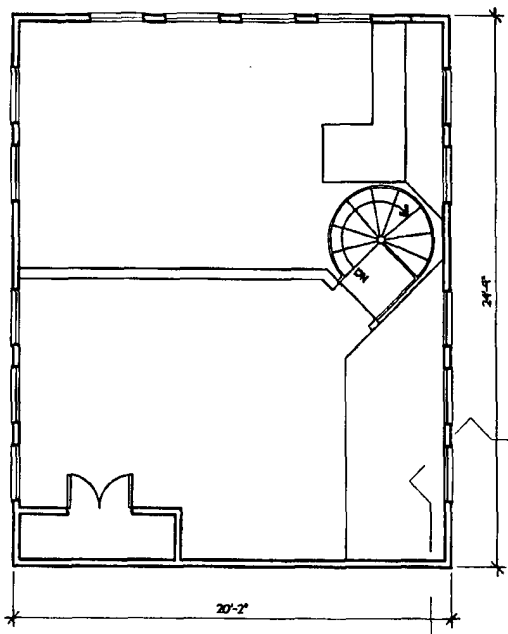
## TEXAN SHOAL CREEK

Austin, Texas  
Ely

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**KELLY GROSSMAN**  
ARCHITECTS, L.L.C.

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UNIT #S:  
512



## UNIT D1-L2 FLOOR PLAN

FOUR BEDROOM/TWO BATH

1/8"

181 of 1,730 SQ. FT.

PAGE 51 OF 51

### TEXAN SHOAL CREEK

Austin, Texas

Ely

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## KELLY GROSSMAN

A R C H I T E C T S , L L C

280 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78748 ph: +1.512.327.3307

TAX CERTIFICATE  
Bruce Elfant  
Travis County Tax Assessor-Collector  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9473

NO 2259959

ACCOUNT NUMBER: 02-1400-0510-0000

PROPERTY OWNER:

TEXAN SHOAL CREEK LLC  
2813 RIO GRANDE  
AUSTIN, TX 78705

PROPERTY DESCRIPTION:

LOT 2-4 LOT 4 BLK 5 OLT 55 DIVISIO  
N D

ACRES .6888 MIN% .000000000000 TYPE

SITUS INFORMATION: 2502 LEON ST

This is to certify that after a careful check of tax records of this office, the following taxes, delinquent taxes, penalties and interests are due on the described property of the following tax unit(s):

YEAR	ENTITY	TOTAL
2016	AUSTIN ISD	*ALL PAID*
	CITY OF AUSTIN (TRAV)	*ALL PAID*
	TRAVIS COUNTY	*ALL PAID*
	TRAVIS CENTRAL HEALTH	*ALL PAID*
	ACC (TRAVIS)	*ALL PAID*
TOTAL SEQUENCE	0	*ALL PAID*
	TOTAL TAX:	*ALL PAID*
	UNPAID FEES:	* NONE *
	INTEREST ON FEES:	* NONE *
	COMMISSION:	* NONE *
	TOTAL DUE ==>	*ALL PAID*

TAXES PAID FOR YEAR 2016 \$365,152.13

ALL TAXES PAID IN FULL PRIOR TO AND INCLUDING THE YEAR 2016 EXCEPT FOR UNPAID YEARS LISTED ABOVE. The above described property may be subject to special valuation based on its use, and additional rollback taxes may become due. (Section 23.55, State Property Tax Code). Pursuant to Section 31.08 of the State Property Tax Code, there is a fee of \$10.00 for all Tax Certificates.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS DATE OF 05/30/2017

Fee Paid: \$10.00

Bruce Elfant  
Tax Assessor-Collector

By: 

ATTACHMENT 2

**[ENCUMBRANCES]**

1. Restrictive Covenant recorded in Document No. 2006153395, Official Public Records, Travis County, Texas.
  
2. Easement:  

Recorded: Volume 2211, Page 322, Deed Records, Travis County, Texas, and as reflected on survey prepared by Paul Utterback, R.P.L.S. No. 5738, dated 11/21/2011, as last revised on 12/19/2011.  
To: City of Austin  
Purpose: Electric and telephone lines
  
3. Terms, Conditions, and Stipulations in the Agreement:  

Recorded: Document No. 2006159081, Official Public Records, Travis County, Texas, and as reflected on survey prepared by Paul Utterback, R.P.L.S. No. 5738, dated 11/12/2011, as last revised on 12/19/2011.  
Type: Easement/Residential Services Agreement  
Parties: Texan Shoal Creek, LLC and Time Warner Entertainment - Advance/Newhouse Partnership, dba Time Warner Cable
  
4. Terms, Conditions, and Stipulations in the Agreement:  

Recorded: Document No. 2008098268 and Document No. 2008098269, Official Public Records, Travis County, Texas, and as reflected on survey prepared by Paul Utterback, R.P.L.S. No. 5738, dated 11/2/2011, as last revised on 12/19/2011.  
Type: Right of Way Encroachment License Agreement and Affidavit Declaring License Agreement  
Parties: City of Austin and Texas Shoal Creek, LLC
  
5. Wood fence not conforming to the south boundary line as reflected on survey prepared by Paul Utterback, R.P.L.S. No 5738, dated 11/2/2011, as last revised on 12/19/2011.

ATTACHMENT 3

**SCHEDULE OF COMMON INTEREST ALLOCATION AND COMMON EXPENSE LIABILITY**

<u>Unit</u>	<u>Common Interest Allocation and Common Expense Liability</u>
100	0.91%
101	1.28%
102	0.83%
200	1.52%
201	1.40%
202	1.28%
203	0.73%
204	1.17%
205	1.39%
206	1.28%
207	0.73%
208	1.28%
209	1.28%
210	1.28%
211	1.39%
212	2.14%
213	0.73%
214	1.52%
215	1.22%
216	1.52%
217	1.28%
218	0.73%
300	1.52%
301	1.30%
302	1.28%
303	0.73%
304	1.28%
305	1.30%
306	1.28%
307	0.73%
308	1.28%
309	1.28%

310	1.28%
311	1.30%
312	2.12%
313	0.73%
314	1.52%
315	1.19%
316	1.52%
317	1.28%
318	0.73%
400	1.49%
401	1.30%
402	1.28%
403	0.73%
404	1.28%
405	1.30%
406	1.28%
407	0.73%
408	1.28%
409	1.28%
410	1.28%
411	1.30%
412	2.14%
413	0.73%
414	1.49%
415	1.19%
416	1.49%
417	1.28%
418	0.73%
500	1.69%
501	1.45%
502	1.42%
503	0.73%
504	1.43%
505	1.45%
506	1.42%
507	0.73%
508	1.42%
509	1.42%
510	1.42%

DECLARATION OF CONDOMINIUM REGIME  
TEXAN SHOAL CREEK CONDOMINIUMS

511	1.45%
512	2.39%
513	0.73%
514	1.69%
515	1.19%
516	1.69%
517	1.42%
518	0.73%

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

## ATTACHMENT 4

### **GUIDE TO THE ASSOCIATION'S EXAMINATION OF COMMON ELEMENTS**

This Guide provides information to assist the Board in conducting an annual examination of the Common Elements for the purpose maintaining replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements maintained by the Association. The examination is required by *Section 9.4* of the Declaration and is a necessary prerequisite to establishing sufficient reserves as required by *Section 6.14* of the Declaration. Additional information on conducting the examination may be obtained from the Community Associations Institute and their publication, *The National Reserve Study Standards of the Community Associations Institute*. See [www.caionline.org](http://www.caionline.org). In addition, the Community Associations Institute provides certification for qualified preparers of reserve studies, known as a "Reserve Professionals Designation" (R.S.). Neither this Declaration nor current law requires that the Board engage an individual holding a Reserve Professional Designation for the purpose of conducting the annual examination of the Common Elements. Because laws and practices change over time, the Board should not use this Guide without taking into account applicable changes in law and practice.

#### **Developing a Plan**

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

- Identification and analysis of each major component of Common Elements maintained by the Association
- Estimates of the remaining useful lives of the components
- Estimates of the costs of replacements or repairs
- A cash flow projection showing anticipated changes in expenditures and contributions over a time period generally ranging between 20 and 30 years
- The "Funding Goal" which is generally one of the following:
  - Component Full Funding: Attaining, over a period of time, and maintaining, once the initial goal is achieved, a cumulative reserve account cash balance necessary to discharge anticipated expenditures at or near 100 percent; or

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

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

#### **Finding Common Element Component Replacement Information**

Common Element component replacement information may be obtained from contractors, suppliers, technical specialists (IT, cable, fiber optics, etc.), and a "Reserve Study" specialist or from using tables in technical manuals on useful lives of various components. As provided in Section 9.3 of the Declaration, the Board must reevaluate its funding level each year based upon changes to the Common Elements as well as changes to replacement costs and component conditions. The specific components of Common Elements include, but are not limited to, roofing, electrical systems, plumbing, information technology equipment, floor coverings, air conditioning systems, heating and hot water equipment, roads, recreational facilities, and furniture and equipment owned or maintained by the Association. Components covered by maintenance contracts may be excluded if the contracts include maintenance and replacement of the components. The Board must also include within their overall budget a deferred maintenance account for those components requiring periodic maintenance which does not occur annually. Typically, the deferred maintenance account would include such components as painting, staining, and caulking.

ATTACHMENT 6

**GUIDE TO ASSOCIATION'S MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS**

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

<b>MAJOR MANAGEMENT &amp; GOVERNANCE FUNCTIONS</b>	<b>PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS</b>	<b>DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT</b>
<p><b><u>FINANCIAL MANAGEMENT</u></b></p> <p>To adopt annual budget and levy assessments, per Declaration.</p> <p>Prepare annual operating budget, periodic operating statements, and year-end statement.</p> <p>Identify components of the property the Association is required to maintain. Estimate remaining useful life of each component. Estimate costs and schedule of major repairs and replacements, and develop replacement reserve schedule for 5, 10, and 20-year periods. Annually update same.</p> <p>Collect assessments and maintain Association accounts.</p> <p>Pay Association's expenses and taxes.</p> <p>Obtain annual audit and income tax filing.</p> <p>Maintain fidelity bond on whomever handles Association funds.</p> <p>Report annually to members on financial status of</p>		

<b>MAJOR MANAGEMENT &amp; GOVERNANCE FUNCTIONS</b>	<b>PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS</b>	<b>DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT</b>
<p>Association.</p>		
<p><b><u>PHYSICAL MANAGEMENT</u></b></p> <p><i>Inspect, maintain, repair, and replace, as needed, all components of the property for which the Association has maintenance responsibility.</i></p> <p>Contract for services, as needed to operate or maintain the property.</p> <p>Prepare specifications and call for bids for major projects.</p> <p>Coordinate and supervise work on the property, as warranted.</p>		
<p><b><u>ADMINISTRATIVE MANAGEMENT</u></b></p> <p>Receive and respond to correspondence from owners, and assist in resolving owners' problems related to the Association.</p> <p>Conduct hearings with owners to resolve disputes or to enforce the governing documents.</p> <p>Obtain and supervise personnel and/or contracts needed to fulfill Association's functions.</p> <p>Schedule Association meetings and give owners timely notice of same.</p> <p>Schedule board meetings and give directors timely notice of same.</p> <p>Enforce the governing documents.</p> <p>Maintain insurance and bonds as required by the governing documents or state law, or as</p>		

<b>MAJOR MANAGEMENT &amp; GOVERNANCE FUNCTIONS</b>	<b>PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS</b>	<b>DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT</b>
<p>customary for similar types of property in the same geographic area.</p> <p>Maintain Association books, records, and files.</p> <p>Maintain Association's corporate charter and registered agent &amp; address.</p>		
<p><b><u>OVERALL FUNCTIONS</u></b></p> <p>Promote harmonious relationships within the community.</p> <p>Protect and enhance property values in the community.</p> <p>Encourage compliance with governing documents and Applicable Law and ordinances.</p> <p>Act as liaison between the community of owners and governmental, taxing, or regulatory bodies.</p> <p>Protect the Association and the property from loss and damage by lawsuit or otherwise.</p>		

APPENDIX "A"

**DECLARANT RESERVATIONS**

**A.1. General Provisions.**

A.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Regime will become obsolete upon expiration or termination of the Development Period. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling certain Declarant-related provisions in this Appendix.

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

A.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and Declarant Control Period to ensure a complete and orderly sellout of the Units, which is ultimately for the benefit and protection of Owners and mortgagees. The "**Development Period**", as specifically defined in the *Section 1.16* of the Declaration, means the ten (10) year period beginning on the date this Declaration is Recorded, unless such period is earlier terminated by Declarant's Recordation of a notice of termination. Declarant Control Period is defined in *Section 1.14* of the Declaration.

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

A.2.1. Duration. The duration of Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed 120 days after 75% of the Units which may be created under this Declaration have been conveyed to Owners other than Declarant.

A.2.2. Budgets. During the Declarant Control Period, Declarant and Declarant-appointed Board will establish projected budgets for the Units as a fully developed, fully constructed, and fully occupied residential community with a level of services and maintenance commensurate with those provided in similar types of developments, using cost estimates that are current for the period in which the budget is prepared. The budgets may not include enhancements voluntarily provided by Declarant to facilitate the marketing of Units.

A.2.3. Officers and Directors. During Declarant Control Period, the Board may consist of three Persons. Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be members or owners, and each of whom is indemnified by the Association as a "Leader," subject to the following limitation: within 120 days after 50% of the maximum number of Units that may be created under this Declaration have been conveyed to Owners other than Declarant, at least one-third of the Board must be elected by Owners other than Declarant.

A.2.4. Obligation for Assessments. For each Unit owned by Declarant, Declarant is liable for Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments in the same manner as any Owner. Regarding Regular Assessments, during the Declarant Control Period only, Declarant at Declarant's option may support the Association's budget by either of the following methods: (i) Declarant will pay Regular Assessments on each Declarant owned Unit in the same manner as any Owner (including any reserves assessed as part of the Regular Assessments); or (ii) Declarant will assume responsibility for the difference between the Association's actual Common Expenses as they are paid and the Regular Assessments received from Owners other than Declarant, and will provide any additional funds necessary to pay actual cash outlays of the Association (with no responsibility for funding any budgeted reserve amounts). On the earlier to occur of three years after the first conveyance of a Unit by Declarant or termination of the Declarant Control Period, Declarant must begin paying Assessments on each Declarant owned Unit according to the Unit's Common Interest Allocations for Assessments, including any budgeted reserve amounts.

A.2.5. Obligation for Reserves. During the Declarant Control Period, neither the Association nor Declarant may use the Association's working capital or reserve funds to pay operational expenses of the Association.

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

A.2.7. Management Contract. If Declarant enters into a professional management contract on behalf of the Association during Declarant Control Period, the Association has the right to terminate the contract without cause or penalty, but with at least 30 days' written notice to the manager, at any time after a Board elected by the Owners other than Declarant takes office.

A.2.8. General Common Elements. At or prior to termination of Declarant Control Period, if title or ownership to any General Common Element is capable of being transferred, Declarant will convey title or ownership to the Association. At the time of conveyance, the General Common Element will be free of encumbrance except for the property taxes, if any, accruing for the year of conveyance and liens established to secure assessments and charges under this Declaration. Declarant's conveyance of title or ownership is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

**A.3. Development Period Rights.** Declarant reserves the following rights during the Development Period:

A.3.1. Leasehold. No part of the Regime is a leasehold condominium, as defined by the Act.

A.3.2. Creation of Units. When created, the Property contains seventy-nine (79) Units and seventy-nine (79) Units is the maximum number of Units Declarant reserved the right to create.

A.3.3. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Modifications may include, without limitation, the subdivision or combination of Units, changes in the sizes, styles, configurations, materials, and appearances of Units, and Common Elements.

A.3.4. Architectural Control. Declarant has the absolute right of architectural control.

A.3.5. Transfer Fees; Fines and Penalties. Declarant will not pay transfer-related and resale certificate fees. Declarant will not pay to the Association any late fees, fines, administrative charges, or any other charge that may be considered a penalty.

A.3.6. Website & Property Name. Declarant has the unilateral right to approve or disapprove uses of any website purporting to serve the Property or the Association, all information available on or through the Property website, if any, and all uses of the property name by the Association.

A.3.7. Statutory Development Rights. As permitted by the Act, Declarant reserves the following Development Rights which may be exercised during the Development Period: (i) to add real property to the Regime; (ii) to create Units, General Common Elements, and Limited Common Elements within the Property; (iii) to subdivide Units or convert Units into Common Elements; and (iv) to withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," provided that no Unit in the portion to be withdrawn has been conveyed to an Owner other than Declarant. Regarding portions of the real property shown on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," if any, Declarant makes no assurances as to whether Declarant will exercise its Development Rights, the order in which portions will be developed, or whether all portions will be developed. The exercise of Development Rights as to some portions will not obligate Declarant to exercise them as to other portions.

A.3.8. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other Owners or any mortgagee, for the following purposes:

(a) To meet the requirements, standards, or recommended guidelines of an Underwriting Lender to enable an institutional or governmental lender to make or purchase mortgage loans on the Units.

(b) To correct any defects in the execution of this Declaration or the other Documents.

(c) To add real property to the Property, in the exercise of statutory Development Rights.

(d) To create Units, General Common Elements, and Limited Common Elements within the Property, in the exercise of statutory Development Rights.

(e) To subdivide, combine, or reconfigure Units or convert Units into Common Elements, in the exercise of statutory Development Rights.

(f) To withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights" in the exercise of statutory Development Rights.

(g) To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.

- (h) To change the name or entity of Declarant.
- (i) For any other purpose, provided the amendment has no material adverse effect on any right of any owner.

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

- (i) The right to complete or make Improvements indicated on the Plat and Plans.
- (ii) The right to exercise any Development Right permitted by the Act and this Declaration.
- (iii) The right to make the Property part of a larger condominium or planned community.
- (iv) The right to use Units owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of any Unit.
- (v) For purposes of promoting, identifying, and marketing the Regime, Declarant reserves an easement and right over and across the Regime: (A) for the placement and maintenance of signs, banners, balloons, decorations, marketing materials and tables, a sales office, a leasing office, a business office, promotional facilities and four (4) model Units, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, sale or lease of any Unit; and (B) for marketing events, special events, promotional activities and grand opening celebrations. In connection with the hosting of special events, promotional activities and grand opening celebrations in the Common Elements, Declarant shall be permitted to have live entertainment and any noise created therefrom shall not be deemed a nuisance and shall not cause Declarant and its representatives, agents, associates, employees, tenants and guests to be deemed in violation of any provision of this Declaration or governing rules and regulations of the Association.

- (vi) Declarant has an easement and right of ingress and egress in and through the Property for the placement or installation of signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping, including items and locations that are prohibited to other Owners and Residents.
- (vii) Declarant has an easement and right of ingress and egress in and through the Common Elements and Units owned or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the Units, and for discharging Declarant's obligations under the Act and this Declaration.
- (viii) The right to appoint or remove any Declarant-appointed officer or director of the Association during Declarant Control Period consistent with the Act.

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

- (i) An easement and right to erect, construct, and maintain on and in the Units owned or leased by Declarant and the Common Elements whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Units.
- (ii) The right to sell or lease any Unit owned by Declarant. Units owned by Declarant are not subject to leasing or occupancy restrictions or prohibitions contained elsewhere in this Declaration or the other Documents.
- (iii) The right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered, adjoining Units, or Common Elements. Requests for entry must be made in advance for a time reasonably convenient for the Owner who may not unreasonably withhold consent.
- (iv) An easement and right to make structural changes and alterations on Common Elements and Units used by Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein.

- (v) An easement over the entire Property, including the Units, to inspect the Common Elements and all Improvements thereon and related thereto to evaluate the maintenance and condition of the Common Element Improvements.
- (vi) The right to provide a reasonable means of access for the public through the gated entrance in connection with the active marketing of Units by Declarant, including the right to require that the gates be kept open during certain hours or on certain days.

**A.6. Marketing Other Locations.** This Declaration grants to Declarant a number of significant rights to market the Units. Declarant hereby reserves for itself and its affiliates the right to use each and every such right and privilege for the additional purposes of promoting, identifying, and marketing off-site developments of Declarant or its affiliates for the duration of the Development Period, even though Declarant may have completed the marketing of Units. Additionally, Declarant – at Declarant’s sole option and discretion – may extend the effect of this Section for up to 12 months after the end of the Development Period by paying the Association \$1,000.00.

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

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

**MANAGEMENT CERTIFICATE  
TEXAN SHOAL CREEK CONDOMINIUM COMMUNITY, INC.**

The undersigned, being an officer of Texan Shoal Creek Condominium Community, Inc., and in accordance with Section 82.116 of the Texas Uniform Condominium Act, does hereby certify as follows:

1. The name of the condominium project: Texan Shoal Creek Condominiums (the "**Condominium**").
2. The name of the condominium community: Texan Shoal Creek Condominium Community, Inc. (the "**Community**").
3. The location of the condominium: 2502 Leon, Austin, Texas 78705
4. The recording data for the declaration: The Community is a Texas limited liability company established to administer common elements and the affairs of the Condominium established pursuant to Chapter 82 of the Texas Uniform Condominium Act and the terms and provisions of that certain Declaration of Condominium Regime for Texan Shoal Creek Condominiums, recorded as Document No. \_\_\_\_\_, Official Public Records of Travis County, Texas.
5. The mailing address of the association: 2813 Rio Grande, Austin, Texas 78705.
6. The name and mailing address of the person managing the association: Ely Properties, Inc., Attn: Matt Ely, 2813 Rio Grande, Austin, Texas 78705.

*[SIGNATURE PAGE FOLLOWS]*

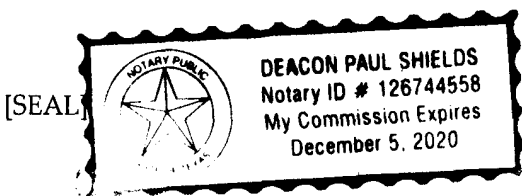
This Certificate is effective as of the 12 day of July, 2017.

**TEXAN SHOAL CREEK, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
E. Mitch Ely, President

THE STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS                   §

This instrument was acknowledged before me on 12 day of July, 2017,  
by E. Mitch Ely, President of Texan Shoal Creek, LLC, a Texas limited liability company, on  
behalf of said company.



\_\_\_\_\_  
Notary Public Signature

**AFTER RECORDING RETURN TO:**

Robert D. Burton, Esq.  
Kristi E. Stotts, Esq.  
Winstead, PC  
401 Congress Avenue, Suite 2100  
Austin, Texas 78701

**TEXAN SHOAL CREEK CONDOMINIUM COMMUNITY, INC.**

**CONSENT OF DIRECTORS IN LIEU OF  
ORGANIZATIONAL MEETING**

The undersigned, being all of the members of the Board of Directors of Texan Shoal Creek Condominium Community, Inc., a Texas non-profit corporation (hereinafter referred to as the "Association"), do hereby consent, pursuant to Section 22.220(a) of the Texas Business Organizations Code, to the adoption of the following resolutions:

**1. DIRECTORS**

RESOLVED, that each of the undersigned, being all of the directors of the Association, as named in its Certificate of Formation filed with the Secretary of State of the State of Texas on \_\_\_\_\_, 2017, does hereby accept appointment to such office and does hereby agree to serve as a director of the Association until the first annual meeting of the members and until said director's successor or successors have been duly elected and qualified or until his or her earlier death, resignation, retirement, disqualification or removal from office.

**2. COMMUNITY MANUAL**

RESOLVED, that the Association has received a copy of the Community Manual adopted by the Declarant in accordance with that certain Declaration of Condominium Regime for Texan Shoal Creek Condominiums, which the Declarant will cause to be recorded in the Official Public Records of Travis County, Texas.

**3. OFFICERS**

RESOLVED, that each of the following-named persons be and they hereby are elected as officers of the Association for the office or offices set forth below opposite his or her name, and to hold any such office to which elected until the first annual meeting of the Board of Directors of the Association and until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

Mitch Ely	-	President
Matt Ely	-	Vice President
Elliot Ely	-	Secretary/Treasurer

**4. BOOKS AND RECORDS**

RESOLVED, that the Secretary of the Association be and hereby is authorized and directed to procure all necessary books and records of the Association.


**5. ORGANIZATIONAL EXPENSES**


RESOLVED, that the President of the Association or other officer be and hereby is authorized and directed to pay all fees, expenses and costs incident to or necessary for the incorporation and organization of the Association and to reimburse any person who may have paid any of such fees, expenses and costs.

**6. CORPORATE SEAL**

RESOLVED, that a corporate seal is not adopted at this time and that no impression of a corporate seal is required on any Association document.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective the 12 day of July, 2017.

  
\_\_\_\_\_  
Mitch Ely, Director

  
\_\_\_\_\_  
Matt Ely, Director

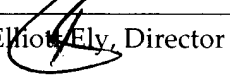
  
\_\_\_\_\_  
Elliot Ely, Director

EXHIBIT "A"

**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

*Dana DeBeauvoir*

Jul 13, 2017 02:03 PM 2017112189

RAMIREZA: \$630.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



**AFTER RECORDING RETURN TO:**

**ROBERT D. BURTON, ESQ.  
KRISTI E. STOTTS, ESQ.  
WINSTEAD, PC  
401 CONGRESS AVE., SUITE 2100  
AUSTIN, TEXAS 78701**

**TEXAN SHOAL CREEK  
CONDOMINIUMS  
COMMUNITY MANUAL**

**Consisting of:  
Certificate of Formation  
Bylaws  
Initial Rules & Regulations  
Assessment Collection Policy  
Fine Policy  
Mold Policy  
Certification and Acknowledgment**

*Copyright © 2017. Winstead, PC. All rights reserved. This Community Manual may be used only in connection with the condominium known as Texan Shoal Creek Condominiums in Travis County, Texas.*

**TEXAN SHOAL CREEK CONDOMINIUMS  
COMMUNITY MANUAL**

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**ATTACHMENT 1**

**CERTIFICATE OF FORMATION  
TEXAS SHOAL CREEK CONDOMINIUM COMMUNITY, INC.**



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Texan Shoal Creek Condominium Community, Inc.  
File Number: 802745368

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/13/2017

Effective: 06/13/2017



A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos  
Secretary of State

JUN 13 2017

**CERTIFICATE OF FORMATION  
OF  
TEXAN SHOAL CREEK CONDOMINIUM COMMUNITY, INC.**

**Corporations Section**

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I  
NAME**

The name of the corporation is: Texan Shoal Creek Condominium Community, Inc., a Texas non-profit corporation (hereinafter called the "Association").

**ARTICLE II  
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III  
DURATION**

The Association shall exist perpetually.

**ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation, that certain "Declaration of Condominium Regime for Texan Shoal Creek Condominiums", which is recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Declaration"), the Bylaws, or Texas law, may be exercised by the Board of Directors:

- (a) all rights and powers conferred upon nonprofit corporations by Texas law in effect from time to time;
- (b) all rights and powers conferred upon condominium associations by Texas law, including the Act, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise

proceedings in the name of any Owner as provided in Section 82.102(a)(4) of the Act; and

(c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Declaration, or Texas law.

Notwithstanding any provision in Article XIV to the contrary, any proposed amendment to the provisions of this Article IV shall be adopted only upon an affirmative vote by the holders of one-hundred percent (100%) of the total number of votes of the Association and the Declarant during the Development Period, as determined and defined under the Declaration.

**ARTICLE V  
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 2813 Rio Grande, Austin, Texas 78705. The name of its initial registered agent at such address is Matt Ely.

**ARTICLE VI  
MEMBERSHIP**

Membership in the Association shall be determined by the Declaration.

**ARTICLE VII  
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Declaration. Notwithstanding the foregoing, cumulative voting is not permitted.

**ARTICLE VIII  
INCORPORATOR**

The name and street address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Kristi E. Stotts	401 Congress Avenue, Suite 2100 Austin, Texas 78701

**ARTICLE IX  
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors for nonprofit corporations pursuant to the Texas

Business Organizations Code. The number of Directors of the Association may be increased in accordance with the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Mitch Ely	2813 Rio Grande Austin, Texas 78705
Matt Ely	2813 Rio Grande Austin, Texas 78705
Elliot Ely	2813 Rio Grande Austin, Texas 78705

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association.

#### **ARTICLE X LIMITATION OF DIRECTOR LIABILITY**

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

#### **ARTICLE XI INDEMNIFICATION**

Each person who acts as a director, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

**ARTICLE XII  
DISSOLUTION**

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes substantially similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such substantially similar purposes.

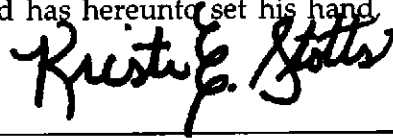
**ARTICLE XIII  
ACTION WITHOUT MEETING**

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Declaration or this Certificate of Formation.

**ARTICLE XIV  
AMENDMENT**

This Certificate of Formation may be amended by proposal submitted to the membership of the Association. Except as otherwise provided by the terms and provisions of Article IV of this Certificate of Formation, any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a two-thirds (2/3) majority of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and this Certificate of Formation, the Declaration shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 7th day of June, 2017.



\_\_\_\_\_  
Kristi E. Stotts, Incorporator

## ATTACHMENT 2

### TEXAN SHOAL CREEK CONDOMINIUM COMMUNITY, INC.

#### BYLAWS

(A Texas condominium association)

#### ARTICLE 1

##### INTRODUCTION

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

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

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

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

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

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

#### ARTICLE 2

##### BOARD OF DIRECTORS

During the Declarant Control Period, Appendix "A" of the Declaration governs the number, qualification, and appointment of Directors. During the Declarant Control Period,

**Directors appointed by the Declarant need not be Owners. Directors appointed by the Declarant may not be removed by the Owners and need not comply with the qualifications set forth in Section 2.2 below. Directors appointed by the Declarant may be removed by Declarant only and are not subject to removal pursuant to Section 2.5 below. During the Declarant Control Period, Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.**

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

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

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

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

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

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

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

2.4. **Vacancies.** Vacancies on the Board caused by any reason, except the removal of a Director by a vote of the Association, are filled by a vote of the Majority of the remaining Directors, even though less than a quorum, at any meeting of the Board. Each Director so

elected serves until the next meeting of the Association, at which time a successor will be elected to fill the remainder of the term.

**2.5. Removal of Directors.**

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

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

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

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

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

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

**2.6. Meetings of the Board.**

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

2.6.2. Regular Meetings of the Board. Regular meetings of the Board may be held at a time and place that the Board determines, from time to time, but at least one (1) such meeting must be held annually. Notice of regular meetings of the Board will be

given to each Director, personally or by telephone, written, or electronic communication, at least three (3) days prior to the date of the meeting.

2.6.3. Special Meetings of the Board. Special meetings of the Board may be called by the president or, if he or she is absent or refuses to act, by the secretary, or by any two (2) Directors. At least three (3) days' notice will be given to each Director, personally or by telephone, written, or electronic communication, which notice must state the place, time, and purpose of the meeting.

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

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

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

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

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

iv. The Board may prohibit attendance by non-Members, including representatives, proxies, agents, and attorneys of Members.

v. The Board may prohibit attendance by any Member who disrupts meetings or interferes with the conduct of Board business.

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

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

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

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

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

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

by the Board. Members of committees will be appointed from among the Owners and Occupants.

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

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

### **ARTICLE 3 OFFICERS**

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

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

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

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

3.5. **Description of Principal Offices.**

3.5.1. **President.** As the chief executive officer of the Association, the president: (i) presides at all meetings of the Association and of the Board; (ii) has all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) has general supervision, direction,

and control of the business of the Association, subject to the control of the Board; and (iv) sees that all orders and resolutions of the Board are carried into effect.

3.5.2. **Secretary.** The secretary: (i) keeps the minutes of all meetings of the Board and of the Association; (ii) has charge of such books, papers, and records as the Board may direct; (iii) maintains a record of the names and addresses of the Members for the mailing of notices; and (iv) in general, performs all duties incident to the office of secretary.

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

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

#### **ARTICLE 4** **MEETINGS OF THE ASSOCIATION**

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

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

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

4.4. **Notice of Meetings.** At the direction of the Board, written notice of meetings of the Association will be given to an Owner of each Unit at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will

state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

4.5. **Ineligibility.** The Board may determine that no Member may vote at meetings of the Association if the Member's financial account with the Association is in arrears forty-five (45) days before the date of a meeting of the Association at which Members will vote, provided each ineligible Member is given notice of the arrearage and an opportunity to become eligible. The Board may specify the manner, place, and time for payment for purposes of restoring eligibility. A determination of Members entitled to vote at a meeting of the Association is effective for any adjournment of the meeting, provided the date of the adjourned meeting is not more than forty-five (45) days after the original meeting.

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

4.7. **Quorum.** At any meeting of the Association, the presence in person or by proxy of Members representing at least twenty percent (20%) of the Units in the Property constitutes a quorum.

4.8. **Lack of Quorum.** If a quorum is not present at any meeting of the Association for which proper notice was given, Members representing at least a Majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than twenty-four (24) hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes within ten (10) to thirty (30) days may be given to an Owner of each Unit, at which meeting the Members present in person or by proxy (even if representing less than thirty percent (30%) of the Units) will be sufficient to constitute a quorum for the purposes of that meeting.

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

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

4.9.2. Corporation-Owned Units. If a Unit is owned by a corporation, the vote appurtenant to that Unit may be cast by any officer of the corporation in the absence of the corporation's written appointment of a specific person to exercise its vote. The vote of a partnership may be cast by any general partner in the absence of the partners' written appointment of a specific person. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

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

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

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

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

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports of Officers (if any)
- Election of Directors (when required)
- Unfinished or old business
- New business

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

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

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

## ARTICLE 5 RULES

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

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

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

## **ARTICLE 6** **ENFORCEMENT**

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

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

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

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

6.2. **Notice and Hearing.** Before imposing a fine or exercising self-help abatement, the Board must give the Owner a written violation notice and an opportunity to be heard.

6.2.1. **Notice of Violation.** Before levying a fine, the Association will give the Owner a written violation notice via certified mail, return receipt requested, and an opportunity to be heard, if requested by the Owner. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Association from the Owner; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured to avoid the fine or suspension; (6) the amount of the fine; (7) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 82.102 of TUCA; and (8) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers

Civil Relief Act (50 U.S.C. app. section et seq), if the Owner is serving on active military duty. The notice sent out is further subject to the Association's Fine Policy.

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

6.2.3. Request for Hearing. To request a hearing before the Board, an Owner must submit a written request to the Board within thirty (30) days after receiving the violation notice (the "Request"). The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing, and should be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend.

6.2.4. Pending Hearing. Pending the hearing, the Board may continue to exercise the Association's other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of the fine or the abatement action described in the notice.

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

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

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

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

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

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

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

## ARTICLE 7 OBLIGATIONS OF THE OWNERS

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

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

7.3. Mailing Address. The Owner or the several co-Owners of a Unit must register and maintain one mailing address to be used by the Association for mailing of notices, demands, and all other communications. If an Owner fails to maintain a current mailing

address with the Association, the address of the Owner's Unit is deemed to be his mailing address.

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

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

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

## **ARTICLE 8**

### **ASSOCIATION RECORDS**

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

- i. Minutes or a similar record of the proceedings of meetings of the Association.
- ii. Minutes or a similar record of the proceedings of meetings of the Board.
- iii. Names and mailing addresses of the Members, the currency and accuracy of the information being the responsibility of the Members.
- iv. Names and mailing addresses of the mortgagees, the currency and accuracy of the information being the responsibility of the Members and their mortgagees.
- v. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principles.
- vi. Copies of income tax returns prepared for the Internal Revenue Service.
- vii. Copies of the Documents and all amendments to any of these.
- viii. A record of all votes or written consents by which amendments to the Documents were approved, for at least four (4) years after the approval.

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

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

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

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

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

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

## **ARTICLE 9** **NOTICES**

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

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

9.3. **Waiver of Notice.** Whenever a notice is required to be given to an Owner, Member, or Director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice.

Attendance by a Member or Director at any meeting of the Association or Board, respectively, constitutes a waiver of notice by the Member or Director of the time, place, and purpose of the meeting. If all Members or Directors are present at any meeting of the Association or Board, respectively, no notice is required and any business may be transacted at the meeting.

#### **ARTICLE 10** **DECLARANT PROVISIONS**

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

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

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

#### **ARTICLE 11** **AMENDMENTS TO BYLAWS**

11.1. **Authority.** These Bylaws may be amended by a Majority of the Board of Directors. Additionally, these Bylaws may also be amended by Members representing a Majority of the voting interests entitled to be cast, present in person or by proxy, at a duly called meeting to adopt same.

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

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

11.4. **Declarant Protection.** During the Development Period, no amendment of these Bylaws may affect the Declarant's rights herein without the Declarant's written and acknowledged consent. Specifically, this Section and the article titled "Declarant Provisions"

may not be amended without the prior written approval of the Declarant. The Declarant's written consent must be part of the amendment instrument.

## **ARTICLE 12**

### **GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

12.8. **Preparer.** These Bylaws were prepared by Robert D. Burton, Esq., Winstead, PC, 401 Congress Ave., Suite 2100, Austin, Texas 78701.

## ATTACHMENT 3

### INITIAL RULES & REGULATIONS

These Initial Rules & Regulations are established by **TEXAN SHOAL CREEK, LLC**, a Texas limited liability company, for the benefit of Texan Shoal Creek Condominium Community, Inc., a Texas non-profit corporation (the "**Association**"). These Community Rules are the "Rules" defined in Article 1 of the Declaration of Condominium Regime for Texan Shoal Creek Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas (the "**Declaration**").

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

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

#### A. COMPLIANCE

- A-1. Compliance. Each Owner will comply with the provisions of these Rules, the other Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with the Documents by the Occupants of his Unit, and his or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "Owner" or "Occupant," each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Occupant is responsible. Again, the Owner is ultimately responsible for compliance by all persons using or related to his Unit. An Owner should contact the Association if he or she has a question about these Rules. The Association has the right to enforce these Rules against any person on the Property.
- A-2. Additional Rules. Each Occupant must comply with any rules and signs posted from time to time on the Property by the Association. Posted rules are incorporated in these Rules by reference. Each Occupant must comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Property. Temporary rules are incorporated in these Rules by reference.
- A-3. Waiver. Circumstances may warrant waiver or variance of these Rules. To obtain a waiver, an Owner must make written application to the Board. The Board's approval of a variance must be in writing, and may be conditioned.

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

## **B. OBLIGATIONS OF OWNERS AND OCCUPANTS**

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

- B-5. Reimbursement for Damage. An Owner must promptly reimburse the Association for the cost of damage to the Property caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.
- B-6. No Estate Sales. Without the Board's prior written permission, no person may conduct at the Property a sale or activity that is advertised or attractive to the public, such as garage sales, car sales, or estate sales. This Section does not apply to marketing the sale or rental of a Unit, unless combined with a prohibited activity.
- B-7. Supervision of Minors. For their own well-being and protection, persons who are legally incompetent or younger than eighteen (18) years must be under the general control and supervision of their parents or guardians at all times while on the Property.

### C. OCCUPANCY STANDARDS

- C-1. Leases. Each lease must be in writing. At the Association's request, an Owner must give the Board a copy of each lease and lease renewal. Less than the entire Unit may not be leased. See *Article 12* of the Declaration for additional leasing requirements.
- C-2. Danger. As permitted by the federal Fair Housing Act Rules, no Unit may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others.

### D. FIRE AND SAFETY

- D-1. Safety. Each Occupant is solely responsible for his own safety and for the safety, well-being, and supervision of his guests and any person on the Property to whom the Occupant has a duty of care, control, or custody.
- D-2. Fires. Except for barbecue fires as permitted by these Rules, there may not be any exterior fires on the Property.
- D-3. Barbecue. Occupants may keep and use barbeque grills that comply with Applicable Law, subject to the limitations contained in this Section. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's discretion, a grill constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. On permitted grills, (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near combustible materials. Notwithstanding the foregoing, all outdoor cooking grills must comply with Applicable Law.
- D-4. Intrusion Monitoring. Although the Unit may be wired for intrusion monitoring service, the Association is not the service provider to the Unit, and has no responsibility or liability for the availability for quality of the service, or for the maintenance, repair, or

replacement of the wires, conduits, equipment, or other fittings relating to the contract service. As stated in the Declaration, the Association may serve as a conduit for the service fees and payments from the Owner to the provider.

- D-5. Safety Equipment. No person may use, tamper with, or modify the fire and safety equipment, if any, in the Common Elements of the Property, such as alarms, extinguishers, monitors, and self-closing gates or doors. This Section may not be construed to require the installation or use of such equipment.
- D-6. Security. The Association may, but is not be obligated to, maintain or support certain activities within the Property designed to make the Property less attractive to intruders than it otherwise might be. The Association, its Directors, committees, Members, agents, and employees will not in any way be considered an insurer or guarantor of security within the Property, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Occupant, guest, and invitee on the Property assumes all risk for loss or damage to his person, to his Unit, to the contents of his Unit, and to any other of his property on the Property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment, or measures recommended, installed, or undertaken within the Property.

#### **E. GENERAL USE AND MAINTENANCE OF UNIT**

- E-1. Residential Use. Each Residential Unit must be used solely for residential use, and may not be used for commercial or business purposes, except as permitted in the Declaration. This restriction does not prohibit an Occupant from using his Unit for personal, business, or professional pursuits, provided that: (a) the non-residential use is incidental to the Unit's residential use; (b) the use conforms to applicable laws and ordinances; (c) there is no external evidence of the non-residential use; (d) the non-residential use does not entail visits to the Unit by the public, employees, suppliers, or clients; and (e) the non-residential use does not interfere with the use and enjoyment of neighboring Units.
- E-2. Annoyance. An Occupant may not use his Unit in a way that: (a) annoys Occupants of neighboring Units; (b) reduces the desirability of the Property as a residential community; (c) endangers the health or safety of other Occupants; or (d) violates any law or any provision of the Documents.
- E-3. Maintenance. An Owner, at his expense, will maintain his Unit and keep it in good repair.
- E-4. Balcony Maintenance. Except for routine cleaning, which is the Owner's responsibility pursuant to *Section 9.7* of the Declaration, the Association is responsible for the maintenance and repairs of balconies; provided, however, that expenses associated with maintenance, repair and replacement of a balcony serving a Unit exclusively are the

responsibility of the Unit Owner, which shall be due and payable as an Individual Assessment to the Association upon demand. The Owner will cooperate in providing access through the Owner's Unit as reasonably necessary for the Association's agents and contractors to access the balcony serving the Owner's Unit. If requested by the Association, the Owner will remove all personal property from the balcony to facilitate the required maintenance, repair, or replacement. The Owner is liable to the Association for any additional expense incurred by the Association due to an Owner's failure or refusal to cooperate with reasonable requests for access or removal.

- E-5. Glass. The Association is responsible for the repair and replacement of any broken or cracked glass in a Unit's windows and doors, which serve a Unit exclusively, regardless of the source of the damage; provided, however, that expenses associated with maintenance, repair and replacement of glass surfaces of windows or doors serving a Unit exclusively are the responsibility of the Unit Owner, which shall be due and payable as an Individual Assessment to the Association upon demand.
- E-6. Utility Equipment. Each Owner, at his expense, will maintain, repair, and replace the water heating and air heating and cooling equipment/system serving his Unit.
- E-7. Combustibles. An Occupant may not store or maintain, anywhere on the Property – including within a Unit – explosives or materials capable of spontaneous combustion.
- E-8. Report Malfunctions. An Occupant will immediately report to the Board his discovery of any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. An Occupant who fails to promptly report a problem may be deemed negligent, in which case the Owner may be liable for any additional damage caused by the delay.
- E-9. Emergencies. In case of continuous water overflow, an Occupant should immediately turn off water and TURN THE SHUT-OFF VALVES BEHIND THE TOILET OR UNDER THE SINK.
- E-10. Cable. An Occupant who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment. No additional exterior cable lines may be connected to the Unit except in the cable conduit maintained by the Association. No holes or protrusions may be made in any exterior surface of the Property. Wires may not be draped, hung, or strung on the building or the grounds, the Owner of the Unit to which cable service is provided is responsible to the Association for any damage to the Property caused by the cable installer or servicer.
- E-11. Frozen Water Pipes. Some units are constructed with water lines in exterior walls. It is the duty of every Owner and Occupant of such a Unit to protect the water lines from freezing during winter months. Between November 1 and March 25 of any year, no Unit with water lines in exterior walls may be left unheated. During periods of anticipated below freezing temperatures, water lines in exterior walls should be allowed to drip

continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold. Failure by an Owner or Occupant to monitor the local weather and take appropriate precautions may be deemed negligence.

#### F. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- F-1. Intended Use. Every area and facility in the Property may be used only for its intended and obvious use.
- F-2. Personal Property. The sidewalks, entrances, passages, driveways, parking areas and similar portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Regime and the Units. No carts, bicycles, carriages, chairs, tables or other similar objects or personal property shall be stored in, on or upon the Common Elements, except in areas, if any, designated for such purposes. All personal property must be stored within an Owner's Unit.
- F-3. Grounds. Unless the Board designates otherwise, Occupants may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements.
- F-4. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the General Common Elements, except by the Board or with the Board's prior written consent. Items of personal property found on the General Common Elements are deemed abandoned and may be disposed of by the Board.
- F-5. Outdoor Pool Amenities. The outdoor pool portion of the amenities, including the pool and concrete deck, are collectively referred to as the "Pool Area." The Pool Area is subject to the following Rules, which may change at any time and from time to time as determined by the Board:
- a. The Pool Area is open from 5:00 A.M. TO 10:00 P.M. daily. **HOWEVER, HOURS MAY CHANGE AT ANY TIME AND FROM TIME TO TIME AS DETERMINED BY THE BOARD.** The beginning and ending dates for the swim season (summer only) will be determined by the Board.
  - b. Access to the Pool Area, or any portion of the Pool Area, may be limited from time to time due to occupancy limits, weather, seasons of the year, the condition of the pool and/or club house or maintenance. The Pool Area or any portion thereof is officially closed when a "CLOSED" sign is posted.
  - c. There is always a risk of personal injury when using the pool or the Pool Area. If using the pool be aware that there are **NO LIFEGUARDS. SWIM AT YOUR OWN RISK.** All persons must read and observe all warning signs and rules posted in the Pool Area. The Association shall not be responsible for any accidents, injuries or loss.

- d. Each Owner or Occupant is permitted no more than two (2) non-Owner/Occupant guests in the Pool Area at any one time and all guests must be accompanied by an Owner or Occupant over the age of eighteen (18) at all times. Guests may be required to register at the time of admission to the Pool Area. As further provided by these Rules, Owners or Occupants of Units may obtain prior written consent from the Manager or other person designated by the Board to have more than two (2) non-Owner/Occupant guests in the Pool Area at any one time; provided, however, that Owners and Occupants of the Units have absolute priority over non-Owner/Occupant guests and/or party attendees.
- e. Each Owner or Occupant is responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.
- f. There shall be no jumping or diving into the pool. There shall be no ball-playing of any kind in the pool. No "somersaults", "back dives", "cannon balls", "preacher seats", "can openers" or similar type entries from the edge of the pool are permitted.
- g. There shall be no boisterous or rough play permitted in the pool or the Pool Area. There shall be no running, jumping, skipping or any movement other than ordinary walking in and around the Pool Area. There shall be no bicycles, skateboards, skates, roller blades (including any wheeled shoes), scooters or other similar equipment or devices permitted in the in the Pool Area.
- h. No pets are allowed within the Pool Area.
- i. No snorkels or facemasks are permitted in the pool; plastic swim goggles are acceptable. Water wings and small floats, *e.g.*, "noodles" are allowed in the pool; surfboards, boogie boards or other hard objects are prohibited in the pool.
- j. No tobacco products of any kind are permitted within the Pool Area. The use of controlled substances is not permitted.
- k. Soft drinks and food items must be consumed in designated areas only and away from the pool. No glass objects or containers of any kind are allowed or permitted in or about the Pool Area.
- l. No weapons of any kind are permitted on any portion of the Common Elements. The discharge of firearms, pellet guns, bow and arrows, slingshots and other hazardous items is prohibited.

- m. Suitable bathing attire is required in the Pool Area, and tee backs (thongs) are not permitted. Cut-offs and street clothes are not considered appropriate swimware and may not be worn in the pool.
- n. Radios, televisions and the like may be listened to only if played at a sound level which is not offensive to others (in the sole discretion of the Association) in the Pool Area, or shall be operated with headphones.
- o. Any person who is not fully potty-trained or incontinent must wear appropriate waterproof clothing, such as swim diapers or swim pants, when entering or being carried into the pool.
- p. Shoes, clogs, sandals, tennis shoes or other appropriate footwear must be worn at all times while in the Pool Area except when in the pool.
- q. Children under the age of **eighteen (18)** must be accompanied by an Owner or Occupant adult at all times while in the Pool Area.
- r. All persons using the pool and deck furniture are required to cover the furniture with a towel when using suntan oils and lotions. Reserving chairs for persons absent from the Pool Area is not permitted. Persons who leave the Pool Area for more than thirty (30) minutes must relinquish lounges and chairs by removing all towels and belongings.
- s. Any conduct deemed by the Association to be dangerous or unwarranted is grounds for a word of caution, a reprimand, or suspension from the Pool Area. **Any individual disciplined repeatedly, or for serious infractions, will lose all pool privileges for the rest of the season.**
- t. At the discretion of the Board, certain time periods may be set aside for specialized activities such as adult swimming, competitions, games, etc.

#### G. COMMUNITY ETIQUETTE

- G-1. Courtesy. Each Occupant will endeavor to use his Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Occupants.
- G-2. Annoyance. An Occupant will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Occupants or their guests, or the Association's employees and agents.
- G-3. Noise and Odors. Each Occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Occupants of other Units. The following are expressly prohibited: (1) installing speakers, subwoofers, or other noise or vibration emitting equipment in or on

a party wall (a wall between 2 Units); (2) creating any protrusion in a party wall (a wall between 2 Units), through which sound may more easily transfer; (3) mounting a speaker in a ceiling at a point that is less than 5 feet from a party wall; and (4) loud vocalizations and boisterous conduct on Common Elements.

**NOT SOUNDPROOFED**

The Units are not soundproofed, and some noise transmission between adjoining units will occur. Reasonable people may disagree about "customary" noise levels and what constitutes a "disturbance." Persons who are hypersensitive to noise may be required to tolerate a degree of noise transmission.

- G-4. Parties. In planning private social functions at the Property, an Occupant should be aware of the potential consequences on the Property's parking resources and on the sensibilities of other Occupants. An Occupant intending to use his Unit for a party or other activity that may be expected to produce a higher-than-customary level or duration of noise or other disturbance will make a diligent effort to give Occupants of adjoining Units timely prior notice of the event, as a courtesy. If the event is expected to attract twenty (20) or more guests to the Property, the Occupant will also give the Board timely prior written notice of the event.
- G-5. Reception Interference. Each Occupant will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.

**H. ARCHITECTURAL CONTROL; WORK UPON UNITS AND COMMON ELEMENTS**

- H-1. Exteriors. Without the written approval of the Architectural Reviewer, an Owner or Occupant may NOT change, remodel, decorate, destroy, or improve any exterior surface or component of the Property, nor do anything to change the outside appearance of the Property.
- H-2. Protrusions. An Owner or Occupant may not cause anything to protrude or project through the boundaries of the Unit, such as the foundation, roof, party wall between Units, or an exterior wall of a Unit. Examples of installations that may entail protruding wires or conduits include, without limitation, exterior horns, lights, speakers, or aerials.
- H-3. Balconies. Because balconies are distinctive architectural features of the Property, an Owner or Occupant may not change the appearance or condition of the balcony serving such Owner's Unit in any manner, without the prior authorization of the Architectural Reviewer. While certain types of furniture are allowed on balconies, such items must be in good condition, of a first class nature, and compatible with the design and quality of the community, as determined by the Board its sole and absolute discretion. Prohibited activities include the following:

- a. Painting or staining any part of the balcony.
  - b. Installing a cover of any kind over the open slat top of the balcony.
  - c. Enclosing or covering of the balcony in any manner.
  - d. Hanging items from the trellis, arbor, walls, roof, or railing, or failing to remove hanging items that the Architectural Reviewer has determined to be unattractive, such as windchimes, windsocks, birdfeeders, rope lights, and hanging baskets.
  - e. Maintaining anything on the balcony that the Architectural Reviewer determines to be unattractive, such as umbrellas, items of storage, bicycles, and oversize or inappropriate furniture.
- H-4. Satellite Dishes. An Occupant who desires satellite television service must strictly comply with the applicable requirements set forth in the Declaration. No holes or protrusions may be made in any exterior surface of the Property. Wires may not be draped, hung, or strung on the building or the grounds. The Owner of the Unit to which satellite service is provided is responsible to the Association for any damage to the Property caused by the satellite dish installer or servicer. Contact the Association before shopping for an exterior satellite dish or antenna to determine if such equipment is permitted for a particular Unit and, if so, where it may be located. Owners should get Association's written authorization before any installation.
- H-5. Work upon Common Elements and Units. Notwithstanding any provision in the Declaration or these Rules to the contrary, no Owner or Occupant shall perform or permit to be performed any work to any portion of: (i) the Owner's Unit, which work may require access to, over or through the Common Elements or other Units or (ii) the Common Elements, without the prior consent of the Board of Directors except in case of an emergency. All such work may only be performed by a person who shall deliver to the Board of Directors prior to commencement of such work, in form satisfactory to the Board of Directors:
- a. releases of the Board of Directors and the Association for all claims that such Person may assert in connection with such work;
  - b. indemnities of the Board of Directors and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Elements or other Units;
  - c. certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board of Directors; and

- d. all other information and protections which the Board of Directors may reasonably require.

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

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

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

- a. Post signs, notices, or advertisements on the Common Elements or in a Unit if the sign is visible from outside the Unit; other than signs permitted by *Section 11.16* of the Declaration.
- b. Place or hang an object in, on, from, or above any window, interior window sill, deck, balcony or patio that, in the sole opinion of the Board, detracts from the appearance of the Property. Prohibited objects include planters and planter boxes, flower pots, window boxes, birdfeeders, windsocks, mobiles, windchimes, and other outside accessories.
- c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, patios, or passageways.
- d. Have bicycles or similar sporting equipment on balconies or patios.
- e. Place decorations on exterior walls, doors, and fences, or on the General Common Elements.
- f. Enclose or cover a balcony, porch, or deck.
- g. Install storm or screen doors and windows, including solar screen.

- H-8. Architectural Reviewer. All proposed improvements and modifications to the Regime must be approved in advance by the Architectural Reviewer in accordance with the Declaration.

### I. VEHICLE RESTRICTIONS

- I-1. Permitted Vehicles. To be permitted on the Property, a vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles. Motorcycles, motorbikes, or other motorized vehicles may not be operated on the Property except to provide transportation to and from a Unit.
- I-2. Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on driveways and parking areas, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- I-3. Proper Placement. No vehicle, including motorcycles, may be driven, parked, or placed anywhere on the Property except in designated areas. Motorcycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.
- I-4. Nuisances. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Property is discouraged. No vehicle may be kept on the Property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.
- I-5. Obstructions. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, driveways, or parking spaces. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others, in firelanes, or in any area designated as "No Parking." Vehicles parked in violation of the Documents (including this provision) will be towed at the owner's expense.
- I-6. Violations. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Property by the Board, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

### J. TRASH DISPOSAL

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

#### K. PETS

- K-1. Permitted Pets. An Occupant may not keep or permit on the Property a pet or animal of any kind, except as permitted by these Rules and the Documents. Subject to these Rules, an Occupant may keep in his Unit up to two (2) customary domesticated housepets, such as domesticated dogs, cats, caged birds, and aquarium fish, provided there are not more than two cats, or two dogs, or one cat and one dog.
- K-2. Prohibited Animals. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). In addition, no Occupant may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. In the event that any regulatory authority (i.e. animal control) determines that an animal within the Property is dangerous or hazardous, then the owner of such animal shall be required to immediately remove the animal from the Property. No animal or housepet may be kept, bred, or maintained for any commercial purpose or for food.
- K-3. Indoors/Outdoors. A permitted pet must be maintained inside the Unit, and may not be kept on a porch, balcony, or deck. No pet is allowed on General Common Elements unless carried or leashed. No pet may be leashed to a stationary object on the Common Elements. Pets are not allowed in the Pool Area.
- K-4. Disturbance. Pets must be kept in a manner that does not disturb another Occupant's rest or peaceful enjoyment of his Unit or the Common Elements. No pet may be

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

- K-5. Damage. Each Occupant is responsible for any property damage, injury, or disturbance his pet may cause or inflict. An Occupant who keeps a pet on the Property is deemed to indemnify and agrees to hold harmless the Board, the Association, and other Owners and Occupants, from any loss, claim, or liability of any kind or character whatever resulting from any action of his pet or arising by reason of keeping or maintaining the pet on the Property.
- K-6. Pooper Scooper. Each Occupant is responsible for the removal of his pet's wastes from the Common Elements. The Board may levy a fine against a Unit and its Owner each time feces are discovered on the Common Elements and attributed to an animal in the custody of that Unit's Occupant.
- K-7. Removal. If an Occupant or his pet violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Occupant or person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Occupant, upon written notice from the Board, may be required to remove the animal. Each Occupant agrees to permanently remove his violating animal from the Property within 10 days after receipt of a removal notice from the Board.

#### L. MISCELLANEOUS

- L-1. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is responsible. The Board will schedule a hearing within 30 days after receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.
- L-2. Mailing Address. An Owner who receives mail at any address other than the address of his Unit must maintain with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit is deemed effective for purposes of delivery.
- L-3. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Occupants are urged to contact the Association to verify the rules currently in effect on any matter of interest. These Rules will remain effective until 10 days after an Owner of each Unit has been given a notice of the amendment or revocation of these Rules.

L-4. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and the laws of the State of Texas.

## ATTACHMENT 4

### ASSESSMENT COLLECTION POLICY

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

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

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

#### SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. **Due Date.** An Owner will timely and fully pay Regular Assessments, and Special, Individual, Utility and Deficiency Assessments. Regular Assessments are due and payable on the first calendar day of each month. Special, Individual, Utility and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Special, Individual, Utility or Deficiency Assessment is given.

- 1-B. Delinquent. Any assessment that is not fully paid when due is delinquent. When the account of a Unit becomes delinquent, it remains delinquent until paid in full – including collection costs and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. on the fifth (5<sup>th</sup>) calendar day of the month, the Association may levy a late fee of \$25 per month and/or interest of ten percent (10%) per annum from the first day of delinquency until the delinquency is paid in full. After the initial month of delinquency, a late fee of \$25 may be on the first day of each month the account is delinquent until the account is current.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board, unless a Majority of the Directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board's meeting. Because of the potential for inadvertently effecting a waiver of the policies contained in this policy, the Board will exercise caution in granting adjustments to an Owner's account.

## SECTION 2. INSTALLMENTS & ACCELERATION

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

## SECTION 3. PAYMENTS

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

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

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

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

- 3-D. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.
- 3-E. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

#### SECTION 4. LIABILITY FOR COLLECTION COSTS

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

#### SECTION 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an assessment by the due date, the Association may send one or more written notices of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Collection by Attorney. After giving the Owner notice of the delinquency, the Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Owner will be liable to the Association for its legal fees and expenses.
- 5-D. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lienholders, including the mortgage company.
- 5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.
- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

- 5-G. Notice of Lien. The Association may cause a notice of the Association's assessment lien against the Unit to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may be sent to his mortgage holder.
- 5-H. Foreclosure of Lien -- Nonjudicially. The Board may instruct an attorney, officer, or agent of the Association to notify the defaulting Owner of the Association's intent to foreclose its assessment lien, to post the property for public auction, and to conduct a public auction of the Unit on the steps of the county courthouse in accordance with State law and the Association's documents. The Board may not foreclose a lien consisting solely of fines or securing money for which the Association has obtained a personal money judgment.
- 5-I. Foreclosure of Lien -- Judicially. The Association may file suit against the Owner for judicial foreclosure of the Association's assessment lien. This action may be combined with a claim against the Owner's personal liability, for recovery of a money judgment.
- 5-J. Lawsuit for Owner's Personal Liability. Whether or not the Association forecloses the Association's assessment lien, the Board may file a lawsuit for a personal judgment against the defaulting Owner, and may execute on the judgment.
- 5-K. Possession Following Foreclosure. If the Association purchases the Unit at public auction, the Board may immediately institute actions to recover possession.
- 5-L. Limited Right of Redemption. If the Association buys a Unit at the nonjudicial foreclosure sale of its assessment lien, the Association's ownership is subject to a ninety (90) day right of redemption by the Owner. TUCA's statutory right of redemption does not apply to judicial foreclosures or foreclosures of judgment liens.
- 5-M. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-N. Cancellation of Debt. If the Board deems the debt uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-O. Suspension of Voting Rights. The Association may suspend the voting rights of an Owner whose account with the Association is delinquent for at least thirty (30) days.
- 5-P. Suspension of Use of Certain Facilities or Services. The Association may suspend the use of the any Common Element amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

- 5-Q. Utility Shut-Off. The Association may terminate utility service to the Unit for which assessments used to pay the cost of that utility are delinquent, according to the Association's utility shut-off policy.

## SECTION 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, Directors, manager, and attorney of the Association will exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect assessments under the Association's Documents and the laws of the State of Texas.
- 6-C. Limitations of Interest. The Association, and its officers, Directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If, from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid special and regular assessments, or reimbursed to the Owner if those assessments are paid in full.
- 6-D. Notices. Unless the Documents, Texas law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that two (2) or more persons own a Unit, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Occupant is deemed notice to all Occupants. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Definitions. Words and phrases used in this policy have the same meanings given to them by the Declaration.
- 6-F. Amendment of Policy. This policy will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community-wide publication.

## ATTACHMENT 5

### FINE POLICY

1. Background. This fine policy is based on the requirements of Sec. 82.102(d) and (e) of TUCA. To establish policies and procedures for fining under TUCA, the Declarant adopts this policy for the benefit of the Association, as part of the initial project documentation.
2. Policy. The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation, nor may the Association use fines to the exclusion of other remedies.
3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner, the Occupants of the Unit, and the relatives, guests, employees, and agents of the Owner and Occupants. Regardless of who performs the violation, the Association will direct its communications to the Owner, although the Association may send copies of its notices to the resident.
4. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice via certified mail, return receipt requested, and an opportunity to be heard, if requested by the Owner. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Association from the Owner; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured to avoid the fine or suspension; (6) the amount of the fine; (7) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 82.102 of TUCA; and (8) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section et seq), if the Owner is serving on active military duty. The notice sent out pursuant to this paragraph is further subject to the following:
  - a. First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months, the notice will state those items set out in (1) – (8) above, along with a specific timeframe by which the violation must be cured to avoid the fine. The

notice must state that any future violation of the same rule may result in the levy of a fine.

- b. Repeat Violation – No Cure within 12 Months. If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months but commits the violation again, the notice will state those items set out in (1) - (3), (6) and (8) above, but will also state that because the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months but has not cured the violation, then the Owner will be fined pursuant to the Schedule of Fines described below.
  - c. Continuous Violation. After an Owner has been notified of a violation as set forth herein and assessed fines in the amounts set forth in the Schedule of Fines described below, if the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.
5. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the “Request”) to the Association’s manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days’ before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in TUCA. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner’s request for hearing shall include a statement noticing the Owner’s intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board.
6. Levy of Fine. The Association must notify an Owner of a levied fine or damage charge no later than the thirtieth (30<sup>th</sup>) day after the date of the levy under Section 82.102(e) of

TUCA. A fine levied at a hearing requested by the Owner at which the Owner is present shall satisfy the notice requirement if the Board announces its decision to the Owner at the hearing. Otherwise, any fine or damage charge levied shall be reflected on the Owner's periodic statement of account or delinquency notices so long as such periodic statement or notice is provided to the Owner not later than the thirtieth (30<sup>th</sup>) day after the date the fine or damage charge is levied by the Board.

7. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. If circumstances warrant a variance from the schedule, the Board will document the reasons for the variance in the minutes of its meeting. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, it will establish a maximum amount for a particular fine, at which point the total fine will be capped.
8. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.
9. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.
10. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community wide publication.

## ATTACHMENT 6

### MOLD POLICY

#### RECITALS

A. Background. Because of extensive news coverage in recent years relating to mold, the public and the insurance industry have a heightened awareness of and sensitivity to anything pertaining to mold. In a condominium context, the mold issue has numerous facets.

B. Mold Information. In adopting this policy, the Association relies on information about mold obtained from government sources, including the "Indoor Air Mold" website sponsored by the U. S. Environmental Protection Agency at <http://www.epa.gov/mold/index.html>. As stated in the "Frequently Asked Questions" section of the EPA Mold site:

*What are the basic mold clean-up steps?*

- 1. The key to mold control is moisture control.*
- 2. Scrub mold off hard surfaces with detergent and water, and dry completely.*
- 3. Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.*
- 4. Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.*
- 5. Avoid exposing yourself or others to mold (see discussions: What to Wear When Cleaning Moldy Areas (<http://www.epa.gov/mold/whattowear.html>) and Hidden Mold (<http://www.epa.gov/mold/hiddenmold.html>)).*
- 6. Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.*
- 7. If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.*

C. Owner/Occupant Duty. Because the Association does not have continual access to Units, the Association relies on Owners and Occupants to control the moisture levels in their Units, and to promptly identify and report water leaks and water penetrations in their Units. That a Unit is vacant or occupied by a person other than the Owner does not relieve the Owner from fulfilling his obligations to the Association and to the Owners of other Units.

D. Insurance. On the date of this Mold Policy, property insurance available to the Association does not include coverage of mold at a price that is affordable. An Owner who

wants insurance coverage with respect to mold and mold-related damages is advised to purchase such insurance coverage as part of his homeowner's insurance policy.

E. Mold Reminders. Mold spores are a natural component of our environment. Mold spores are everywhere - in the outside air and inside of Units. In addition to air-borne mold, visible surface mold is a common occurrence in wet areas, such as showers. Air quality tests for mold are capable of being unreliable as determinates of a health problem.

## RULES

1. Inspect for Surface Mold. Each Owner and Occupant will regularly inspect their entire Unit (including inside closets and cabinets, and behind furniture and appliances) for visible surface mold and will promptly remove same using procedures recommended by an appropriate source, such as the U. S. Environmental Protection Agency ([www.epa.gov](http://www.epa.gov)). Similarly, the Owner and Occupant will be alert to odors associated with mold, and will try to locate the source of such odor when detected.
2. Inspect for Water Leaks. Each Owner and Occupant will regularly inspect their entire Unit (including inside closets and cabinets, and behind furniture and appliances) for leaks, breaks, or malfunctions of any kind that may emanate from or cause damage to the Common Elements or another Unit. When possible, such inspection will be performed after rains when leaks from wind-driven rain are most likely to be evident. Typical indicators of water penetration problems include water leaks around windows, doors, flues, and vents; standing water on a floor; water stains on ceilings and walls.
3. Monitor Water Appliances. Each Owner and Occupant is responsible for the inspection, maintenance, repair, and replacement of all water-using appliances and fixtures in the Unit or serving the Unit exclusively, such as dishwashers, water heaters, washing machines, ice-makers, toilets, air conditioning drip pans, and shower pans. The Owner is solely responsible for any damage to the Owner's Unit, another Unit, or the Common Elements from the appliances and fixtures in the Owner's Unit or serving the Owner's Unit exclusively, regardless of the nature or exact location of the water source.
4. Report. An Owner and Occupant will promptly report to the Association the discovery of any leak, break, or malfunction in any portion of the Owner's Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The origin of a water leak can be difficult to locate and may require repeated attempts to repair. The failure of the Association or its contractors to effectively stop a water leak on the first repair attempt is not uncommon and must not dissuade an Owner or Occupant from re-reporting the leak on its next occurrence. The failure by an Owner and Occupant to promptly report a water leak or water penetration problem may be deemed negligence, thereby making the Owner and Occupant liable for any additional damage caused by the delay.

5. Mitigate. To mitigate damage from water leaks and penetrations, and to discourage mold, the Owner or Occupant of a Unit that experiences a water leak or penetration must promptly dry, clean, and disinfect the wet area. If the water penetration is inside a wall cavity or above a ceiling, the Owner or Occupant must inform the Association or Manager immediately.
6. Humidity. To discourage mold in his unit, the Owner or Occupant should maintain an inside humidity level under sixty percent (60%). If condensation or moisture collects on windows, walls or pipes, the Owner or Occupant should promptly dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.
7. Negligence. The failure to promptly and properly repair a water-related problem in a Unit may be deemed negligence by the Owner, who may be liable for any additional damage caused by the failure or the delay.
8. Information. For more information about mold, please consult a reliable source, such as "A Brief Guide to Mold, Moisture, and Your Home" - a brochure published by the U. S. Environmental Protection Agency, which is available on its website at <http://www.epa.gov/mold/hiddenmold.html>.

**ATTACHMENT 7**

**CERTIFICATION & ACKNOWLEDGMENT**

As the Declarant of Texan Shoal Creek Condominiums and the initial and sole member of Texan Shoal Creek Condominium Community, Inc. (the "Association"), I certify that the foregoing Texan Shoal Creek Condominiums Community Manual was adopted for the benefit of the Association as part of the initial project documentation for Texan Shoal Creek Condominiums, located in Travis County, Texas. This Community Manual becomes effective when recorded.

SIGNED on this 13 day of July, 2017.

**TEXAN SHOAL CREEK, LLC,**  
a Texas limited liability company

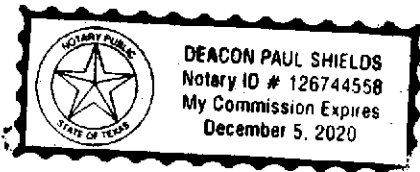
By: [Signature]  
Printed Name: E. Mitch Ely  
Title: Member

THE STATE OF TEXAS           §  
COUNTY OF Travis           §

This instrument was acknowledged before me on this 13 day of July, 2017 by E. Mitch Ely, member of Texan Shoal Creek, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature]  
Notary Public, State of Texas

(seal)



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**



[Signature]  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

June 11 2018 03:56 PM

FEE: \$ 238.00 2018090600

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dyana Limon-Mercado*

Dyana Limon-Mercado, County Clerk  
Travis County, Texas

Nov 17, 2023 12:09 PM Fee: \$42.00

**2023130374**

\*Electronically Recorded\*

**AFTER RECORDING RETURN TO:**

**KRISTI E. STOTTS, ESQ.  
WINSTEAD, PC  
401 CONGRESS AVE., SUITE 2100  
AUSTIN, TEXAS 78701**



Independence Title/GF# ~~2224636~~ ARB/RVS

**PARKING ALLOCATION, EASEMENT AND RESERVATION  
TEXAN SHOAL CREEK CONDOMINIUMS**

*A Residential Condominium Located in Travis County, Texas*

**Declarant: Texan Shoal Creek, LLC, a Texas limited liability company**

**Cross-reference to Declaration of Condominium Regime for Texan Shoal Creek Condominiums,**  
recorded as Document No. 2017112189 in the Official Public Records of Travis County, Texas, as  
amended.

**PARKING ALLOCATION, EASEMENT AND RESERVATION  
TEXAN SHOAL CREEK CONDOMINIUMS**

This Parking Allocation, Easement and Reservation – Texan Shoal Creek Condominiums (this “Easement and Reservation”) is made and executed by TEXAN SHOAL CREEK, LLC, a Texas limited liability company (“Declarant”), and is as follows:

**RECITALS**

A. Declarant previously executed that certain Declaration of Condominium Regime for Texan Shoal Creek Condominiums, recorded as Document No. 2017112189 in the Official Public Records of Travis County, Texas, as amended (collectively, the “Declaration”), establishing the Texan Shoal Creek Condominiums (the “Regime”).

B. In accordance with *Section 3.9* of the Declaration, Declarant reserved the right to designate, assign, license or otherwise allocate a certain number of parking spaces within the Common Elements (as defined in the Declaration) as parking for the use of any Owner of a Unit within the Regime and such Owner’s Occupants, guests or invitees.

C. In accordance with *Section 3.9* of the Declaration, Declarant allocates one hundred twelve (112) unassigned parking spaces for the use of the Units, as further described in Exhibit “A” attached hereto (the “Allocated Unit Spaces”). The Allocated Unit Spaces are not allocated for the exclusive use of a specific Unit (i.e. the spaces are not assigned) and are allocated on a first-come, first-serve basis.

D. In accordance with *Section 3.10* of the Declaration, Declarant reserved a perpetual easement over and across the parking garage for pedestrian and vehicular ingress, egress and parking. Further, Declarant reserved the right to adopt rules and regulations with respect to use of the reserved easement, and reserved the right to designate, assign, lease or otherwise issue permits for parking in the parking garage for the exclusive use of third parties.

E. The Regime includes one hundred fifty-six (156) parking spaces. As such, forty-four (44) parking spaces are unallocated (the “Unallocated Spaces”).

F. In accordance with *Section 3.10* of the Declaration, Declarant hereby designates and assigns the Unallocated Spaces as spaces subject to use by Declarant, and Declarant's successors and assigns.

NOW, THEREFORE, in accordance with the terms and provisions of the Declaration, Declarant hereby expressly reserves the following rights:

1. **Rights Regarding Unallocated Spaces.** Declarant hereby reserves for Declarant and Declarant's successors and assigns the exclusive right to the Unallocated Spaces. Declarant further reserves the right to designate, assign, lease or otherwise issue permits for the

Unallocated Spaces for the exclusive use of third-parties and such parties' designees and invitees (each a "Permitted Parker").

2. **Access Easement.** Pursuant to *Section 3.10* of the Declaration, Declarant reserved a perpetual and non-exclusive easement over and across the parking garage for pedestrian and vehicular ingress and egress and parking for itself and any third-parties, designees and invitees (the "Access Easement"). Declarant hereby expressly reserves the right to assign such Access Easement rights to any Permitted Parker to which Declarant designates, assigns, leases or otherwise issues permits for the use of an Unallocated Space in accordance with *Section 1* herein.

3. **Unallocated Space Revenue.** All revenue and income generated from the Unallocated Spaces (including parking fees paid by a Permitted Parker) shall be the property of Declarant.

4. **Parking Rules.** Declarant and/or the Association may adopt reasonable parking rules applicable to the parking garage, so long as such rules do not impede or affect the rights or obligations of Declarant or the Permitted Parkers.

5. **Termination; Amendment.** This Easement and Reservation may only be modified, amended or terminated by the Declarant.

6. **Miscellaneous.** Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Declaration.

[SIGNATURE PAGE FOLLOWS]

EFFECTIVE as of the 18 day of October, 2023.

**DECLARANT:**

TEXAN SHOAL CREEK, LLC, a Texas limited liability company

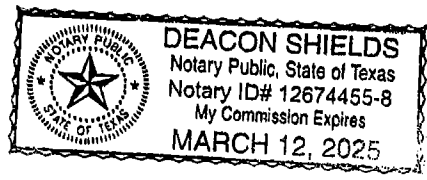
By: [Signature]  
Printed Name: Mitch Ely  
Title: manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF Travis           §

This instrument was acknowledged before me on this 18 day of October, 2023 by Mitch Ely, manager of Texan Shoal Creek, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]  
Notary Public Signature

(seal)



**EXHIBIT "A"**  
**PARKING ALLOCATIONS**

UNIT	# OF SPACES
100	1
101	1
102	1
200	2
201	1
202	1
203	1
204	1
205	1
206	1
207	1
208	1
209	2
210	2
211	1
212	2
213	1
214	2
215	1
216	2
217	2
218	1
300	2
301	1
302	1
303	1

304	1
305	1
306	1
307	1
308	2
309	2
310	2
311	2
312	2
313	1
314	2
315	2
316	1
317	1
318	1
400	2
401	1
402	1
403	1
404	1
405	1
406	1
407	1
408	1
409	1
410	1
411	1
412	2

413	1
414	2
415	1
416	1
417	1
418	1
500	2
501	2
502	2
503	1
504	2
505	2
506	2
507	1
508	2
509	2
510	2
511	2
512	3
513	1
514	2
515	1
516	2
517	2
518	1
	<b>112</b>

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dyana Limon-Mercado*

Dyana Limon-Mercado, County Clerk  
Travis County, Texas

Sep 30, 2025 11:52 AM Fee: \$33.00

**2025108676**

\*Electronically Recorded\*

This page is  
intentionally added for  
electronic file stamp.

**Texan Shoal Creek Condominium Community, Inc.**

**MANAGEMENT CERTIFICATE**

**This Property Owners' Association Management Certificate is being recorded by Texan Shoal Creek Condominium Community, Inc. (the "Association"), in compliance with the terms of Chapter 82 of the Texas Property Code and supersedes any prior management certificate filed by the Association. The Association submits the following additional information:**

**The name of the subdivision is:** Texan Shoal Creek Condominiums

**The name of the Association is:** Texan Shoal Creek Condominium Community, Inc.

**The recording data for the subdivision is:**

Lots 2, 3, and 4, Block 5, Outlot 55, Division D (aka Robard's Subdivision), in the City of Austin, according to the map or plat thereof, recorded in Volume 1, Page 12, Plat Records, Travis County, Texas.

**The recording data for the Master Declaration and Other Restrictions are:**

Declaration of Condominium Regime for Texan Shoal Creek Condominiums, Recorded in Document No. 2017112189, Official Public Records of Travis County, Texas; and

Texan Shoal Creek Condominiums Community Manual, Recorded in Document No. 2018090600, Official Public Records of Travis County, Texas.

**The mailing address for the Association is:**

Texan Shoal Creek Condominium Community, Inc.  
c/o RealManage  
P.O. Box 803555  
Dallas, TX 75380  
866-473-2573  
[TexShoal@CiraMail.com](mailto:TexShoal@CiraMail.com)

**The name, mailing address, email address, and telephone number of the person/entity that manages the Association is:**

RealManage  
P.O. Box 803555  
Dallas, TX 75380  
866-473-2573  
[TexShoal@CiraMail.com](mailto:TexShoal@CiraMail.com)

The website for the Association is:

<https://www.texanproperties.net/texan-shoal-creek>

The amount and description of any fees charged by the Association relating to the transfer of property in the subdivision is:

The Management Company for the Association charges a \$325.00 transfer fee at conveyance when a Resale Certificate is not ordered.

The Management Company charges \$350.00 resale disclosure package when a Resale Certificate is ordered within 6-10 days of sale;

-If ordered within 3-5 days of sale, the charge increases to \$375.00;

-If ordered within 1-2 days of sale, the charge increases by \$275.00.



Katherina Aleman  
Texan Shoal Creek Condominium Community, Inc.  
RealManage

**ACKNOWLEDGMENT**

STATE OF TEXAS §

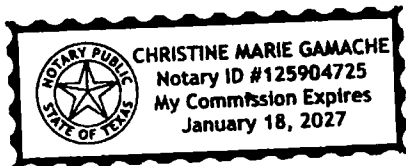
§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on Sept. 25<sup>th</sup>, 2025 by Katherina Aleman, Managing Agent of Texan Shoal Creek Condominium Community, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Notary Public, State of Texas



Christine Gamache

Printed or Typed Name

My Commission Expires: 1.18.2027

**AFTER RECORDING, RETURN TO:**

Willatt & Flickinger, PLLC  
12912 Hill Country Blvd., Ste. F-232  
Austin, Texas 78738