

# DECLARATION AND MASTER DEED TRAVIS OAKS CONDOMINIUMS

Austin, Travis County, Texas

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Exhibits:

- Exhibit "A" Description of Phase One
- Exhibit "B" Condominium Plat
- Exhibit "C" Common Interests

# DECLARATION AND MASTER DEED

## TRAVIS OAKS CONDOMINIUMS

Austin, Travis County, Texas

### ARTICLE I

#### Dedication of Regime

- 1.1 Declaration. THIS DECLARATION AND MASTER DEED (“Declaration”), made on the date hereinafter set forth, by AUSTIN-INDY CORPORATION, a Texas Business Corporation (“Declarant”), is made with reference to the following facts:
- 1.1.1 Declarant is the owner of certain real property situated in the City of Austin, Travis County, Texas, which consists of Lot No. One (1), LARRY NELSON SUBDIVISION, a Subdivision, according to the map or plat of said Subdivision of record in Book 80, Page 154, of the Plat Records of Travis County, Texas, to the record of which map or plat reference is here made for a particular description of said real property.
  - 1.1.2 Declarant has improved a portion of said property, which portion is more particularly described by metes and bounds in Exhibit “A” attached hereto and incorporated herein by reference. Such portion so improved is initially referred to herein as the “Property;” but it is within the contemplation of Declarant to add one or more additional phases or additions to the Regime hereby dedicated, at one time or from time to time, in which event the word “Property,” as used herein, shall also refer to each additional phase when annexed to the Regime hereby dedicated. However, each additional phase shall consist only of an improved portion of the real property more particularly described in Section 1.1.1 above.
  - 1.1.3 The Property presently consists of the land described in Exhibit “A”, ten (10) residential buildings containing a total of thirty-four (34) units therein, together with other improvements now or hereafter erected thereon, facilities and appurtenances thereto, and all property, real, personal or mixed, intended for use or used in connection with the Property, being hereinafter sometimes referred to as the “Project” or the Condominiums.”
  - 1.1.4 Declarant desires to establish a Condominium Regime under the Texas Condominium Act. Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the Unit plus an undivided interest as a tenant-in-common in the Common Elements. Each Unit shall have appurtenant to it a membership in TRAVIS OAKS HOMEOWNERS’ ASSOCIATION, INC.
  - 1.1.5 Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvements for the benefit of all of said Condominiums and the Owners thereof.
- 1.2 Condominium Regime. Declarant does hereby establish Travis Oaks Condominiums as a Condominium Regime under the Texas Condominium Act and hereby declares that the Condominiums shall be held, conveyed, mortgaged, encumbered, leased, rented, uses, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project and every part thereof. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

## ARTICLE II

### Definitions

- 2.1 "Articles" shall mean and refer to the Articles or Incorporation of the Association, as amended from time to time.
- 2.2 "Assessment" shall mean the assessment made and levied against each Owner and his Unit for that portion of the cost of maintaining, improving, repairing, operating and managing the Condominiums and for repair, maintenance and operation of the Common Elements, including reserves for replacements, which is to be paid by each Unit Owner as determined by the Association in accordance with this Declaration and the Bylaws.
- 2.3 "Association" shall mean and refer to the TRAVIS OAKS HOMEOWNERS' ASSOCIATION, INC., its successors and assigns, a Non-Profit Corporation organized pursuant to the Texas Non-Profit Corporation Act, of which the Owners shall be Members. The term "Association" shall have the same meaning as the term "Council of Co-Owners" in the Texas Condominium Act.
- 2.4 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.
- 2.5 "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.
- 2.6 "Common Elements" shall mean and refer to both the General and Limited Common Elements described herein.
- 2.7 "Common Expenses" means and includes:
- 2.7.1 All sums lawfully assessed with respect to the Common Elements by the Board;
  - 2.7.2 Expenses of administration and management, maintenance, repair or replacement of the Common Elements, as provided herein, including a reasonable reserve for such purposes;
  - 2.7.3 Expenses agreed upon as Common Expenses by the Owners; and
  - 2.7.4 All sums designated as Common Expenses by or pursuant to the Project Documents.
- 2.8 "Common Interest" means the proportionate undivided interest (expressed as a percentage of 100%) in the Common Elements which is appurtenant to each Unit as set forth in this Declaration.
- 2.9 "Condominium" or "Unit" shall mean one individual unit, together with an undivided interest in the Common Elements. The term "Condominium" or "Unit" shall have the same meaning as the term "apartment" as used in the Texas Condominium Act.
- 2.10 "Building" shall mean one or more of the structures presently and hereafter erected on the Property containing two or more Units.
- 2.11 "Declarant" shall mean and refer to AUSTIN-INDY CORPORATION, and its successors-in-interest and assigns, provided such successors or assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant hereunder.
- 2.12 "Declaration" shall mean and refer to this enabling Declaration.
- 2.13 "General Common Elements" shall mean and include:

- 2.13.1 The land in the Condominium Regime as more particularly described on Exhibit "A" hereto and any land hereafter annexed to the Regime in the manner provided herein;
- 2.13.2 To the extent not otherwise designated as Limited Common Elements, the foundations, common dividing walls between two or more Units or between Units and Common Elements exterior walls, bearing walls and columns (including any windows, doors and chimneys therein), girders, beams, slabs, supports, roofs, attics, ceilings and floors, halls, lobbies, or thoroughfares such as stairways, entrances, exits or communication ways and any other portion of any Building now or hereafter located on the Property;
- 2.13.3 The grounds, yards, gardens, swimming pools, clubrooms, managerial offices, mail rooms, unassigned parking areas, driveways, fences, unassigned storage areas, streets, service drives, walks, service easements, recreational common facilities, laundry rooms, boiler rooms, mechanical rooms, and areas used for storage of maintenance and janitorial equipment and materials, if any, now or hereafter located on the Property;
- 2.13.4 The installations consisting of the equipment and materials making up central services such as power, electricity, gas, water, sewer, television, hot water, elevators, elevator shafts, machinery and equipment related thereto and the like which are intended to serve more than one unit;
- 2.13.5 Parking spaces and storage areas not yet designated with a Unit number and described on the Map attached hereto, and upon any like Map attached to any Declaration hereafter annexing any other phase to the Regime, as unassigned parking spaces and unassigned storage areas; provided, however, that Declarant expressly reserves the right to itself and/or the Board of Directors at any time and from time to time to assign and to reassign parking spaces and storage areas to Owners; and provided further, coincidental with the assignment or reassignment of any parking space or storage area, or after the assignment of all unassigned parking spaces and storage areas, the Map attached hereto, and any like Map attached to any Declaration hereafter annexing any other phase to the Regime, may be amended without the consent of any Owner for the purpose of designating any such parking space and such storage area with a number corresponding to the Unit number, and thereafter such parking space and storage area shall be a Limited Common Element appurtenant to the Unit to which each be assigned, subject to the right to reassign granted herein;
- 2.13.6 All other structures, facilities, equipment, and property located on the Project necessary or convenient to its existence, maintenance, operation and safety, or normally in common use;
- 2.13.7 All other items not described as a Unit or a Limited Common Element; and
- 2.13.8 All repairs, replacements and additions to any of the foregoing.
- 2.14 "Institutional Lender" shall mean the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or any other similar governmental or quasi-governmental agency, any bank, any savings and loan association, any credit union, any insurance company, any mortgage company, or any other similar financial institution holding or having an interest in a recorded mortgage or deed of trust on any Unit.
- 2.15 "Limited Common Elements" shall mean those Common Elements reserved for the use of a specified Unit or Units to the exclusion of others, or serving exclusively one or more specified Units, the enjoyment, benefit or use of which is reserved to the lawful occupants of said Unit or Units either in this Declaration, or as indicated on the Map attached hereto, and upon any like Map attached to any Declaration annexing any other phase to the Regime, as same example, but not limited to:
- 2.15.1 Parking spaces once assigned and designated with a Unit number in accordance with Section 2.13.5 hereof, subject to the right to reassign granted therein;

- 2.15.2 Entrances, stairways and storage areas, if any, indicated on the Map attached hereto, and upon any like Map attached to any Declaration annexing any other phase to the Regime, as Limited Common Elements appurtenant to a specified Unit or Units;
- 2.15.3 The utilities, sewers, power, water, gas, electricity and other common lines running through the walls, ceiling or floor of each Unit and used only to service such Unit;
- 2.15.4 Such portions of the perimeter walls, floors, ceilings, doors, windows, and all associated fixtures and structures therein, as lie outside the Unit boundaries but that serve only such Unit.
- 2.16 "Map" or "Condominium Plan" shall mean and refer to the Map being filed herewith as Exhibit "A" and by this reference made a part hereof, as the same may be amended from time to time as herein provided. The Map sets forth, among other things, a survey of the Property showing the location of each Building designated by letter, a general description and plat of each Unit showing its square footage, Building location, floor and Unit number, and a general description of the Common Elements.

The Map contains the certificate of a registered professional engineer or registered public surveyor that the Map substantially depicts the location of the Buildings, the Units, the Unit numbers, the dimension of the Units, the Building designation by letter and that such Map was prepared subsequent to the completion of the improvements. In interpreting the Map, the existing physical boundaries of each Unit shall be conclusively presumed to be its boundaries. Declarant reserves unto itself the right, so long as Declarant owns one more Units, to amend the Map and amendments thereto to conform same to the actual location of any of the improvements, to establish, vacate and relocate easements, access road easements, parking spaces, to establish certain General Common Elements not theretofore established, to establish certain General Common Elements as Limited Common Elements, to show such other changes that Declarant may make in accordance with the terms of this Declaration including, but not limited to, Section 4.3.

"Map" shall also refer to and include any like Map attached to any Declaration hereafter annexing any other land to the Regime.

- 2.17 "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.
- 2.18 "Mortgage" or "Deed of Trust" shall mean a lien interest against a Unit given to or held by an Institutional Lender as security for repayment of a loan or other extension of credit made to the Unit Owner, said interest to be evidenced by an instrument duly and properly recorded in the Deed of Trust or Real Estate Records of Travis County, Texas.
- 2.19 "Mortgagee" shall mean an Institutional Lender which is the beneficiary or a holder of, or which has any interest in, any first lien Deed of Trust or Mortgage; i.e., a Deed of Trust or Mortgage which is superior in priority to all other contractual liens. For the limited purpose of access to certain information and to receive certain notices as provided in Section 11.5 below, any Institutional Guarantor and any Institutional Insurer of the payment of any part of a loan or other extension of credit secured by a Mortgage or Deed of Trust against a Unit shall be a "Mortgagee" hereunder.
- 2.20 "Owner," "Owners" or "Unit Owner" shall mean and refer to the record holder or holders of fee simple title of a Unit in the Project, but shall exclude Persons having any interest in a Unit merely as security for the performance of any obligation.
- 2.21 "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.
- 2.22 "Project Documents" means and includes this Declaration and the exhibits attached hereto, the Articles and Bylaws of the Association and the Rules and Regulations for the Members, as the same may be established or amended from time to time.

- 2.23 "Texas Condominium Act" or "Act" shall mean Article 1301a of the Texas Revised Civil Statutes, enacted in 1963, which permits the creation of condominium regimes, as same is amended or supplemented in any successor statute.

### ARTICLE III

#### Additional Phases

- 3.1 Declarant's Right to Add Phases to Regime. The Declarant reserves the right to improve all or any part of the remainder of the real property described in Section 1.1.1 above not presently subjected to this Declaration and Master Deed and, after complying with the provisions of this Article, to annex such to the Regime hereby created, whereupon such additional property and improvements, and all rights and obligations related thereto, shall be governed by this Declaration as though such had been included originally as part of the land described in Exhibit "A" attached hereto. To aid Declarant, each Owner, by accepting the benefits of a conveyance of a Unit situated in the Project (including any Unit located in any phase hereafter annexed to the Regime), will thereby appoint Declarant the attorney-in-fact of such Owner to annex any phase or phases to the Regime; and the power thereby vested in Declarant shall be deemed, conclusively to be coupled with an interest will survive the incompetency and death of any Owner.
- 3.2 Number of Additional Phases and Units. The Declarant shall have the right to annex one or more phases, at one time or from time to time, provided the Declarant may only annex land that is a part of the real property described in Section 1.1.1 above. It is the intention of Declarant to add as many as one hundred thirty-eight (138) other Units to the Project by way of annexing such phase or phases.
- 3.3 Nature of Improvements to be Erected Upon Future Phase. Notwithstanding any provision in this Declaration to the contrary, each phase hereafter annexed to the Regime shall:
- 3.3.1 Adjoin a boundary of the Property;
  - 3.3.2 Be improved with Buildings containing Units which are comparable in style, floor plan, size and quality to the Buildings and Units originally dedicated to the Regime; and
  - 3.3.3 Contain amenities which complement those then already included in the Project.
- 3.4 Change in Common Interests. The Common Interest appurtenant to each Unit shall at all times be a percentage which represents the ratio of the square footage of the enclosed floor space (exclusive of any balcony or terrace) of each such Unit to the square footage of the enclosed floor space of all Units as shown by the Map or the combination of all Maps of record. The Common Interest of each Unit contained in the first Phase of the Regime (each Unit erected on the land described in Exhibit "A" attached hereto) is set forth in Exhibit "C" attached hereto and expressly incorporated herein by reference. The Common Interest of each such original Unit and any other Unit located on land annexed to the Regime shall change immediately upon the recordation in the Office of the County Clerk of Travis County, Texas, of a Declaration annexing additional land to the Regime; provided, however, that no such change in the Common Interest appurtenant to any Unit may occur, by reason of the annexation of such additional Phase, after the expiration of seven (7) years following the effective date of this Declaration, which is the same date on which this Declaration is filed for record in the Office of the County Clerk of Travis County, Texas. The change in such Common Interest shall be computed in accordance with the following illustration:

Assume that the second Phase annexed to the Regime includes an additional thirty-four (34) Units and that the total square footage of floor space of all of the sixty-four (64) Units is then 54,200 square feet. Assume, further, that a specific Unit located in the original Phase contains 800 square feet of floor space. The Common Interest of that particular Unit shall then change to 1.476015%; and all



percentages of all such Units, when totaled, shall equal 100%. The Common Interest of the Unit shall not be expressed using more than six (6) digits following the decimal point; and if, after appropriate calculations, the seventh (7<sup>th</sup>) such digit is five (5) or greater, the sixth (6<sup>th</sup>) digit shall be rounded up to the next highest number, the sixth (6<sup>th</sup>) digit otherwise to remain unchanged. If, after such calculations are made, the total of all of the Common Interests is less than 100% or exceeds 100%, then the Board shall allocate a percentage to each Unit, the total of all of which shall equal 100%; but the Board shall make such allocations in such manner that the object and purposes of the formula expressed above are substantially performed.

3.5 Procedures Governing Annexation of a Phase. Before annexation of any additional Phase shall be effective, all of the following conditions precedent shall be fulfilled:

3.5.1 Such Phase shall consist of a portion of the real property described in Section 1.1.1 above;

3.5.2 Such Phase shall be improved in the manner prescribed in Section 3.3 above;

3.5.3 All Buildings and Units situated upon such Phase shall be substantially complete;

3.5.4 Such Phase shall adjoin a boundary of Property then dedicated to the Regime;

3.5.5 A Declaration of Annexation shall be prepared, which shall comply with the pertinent provisions of the Act and which shall clearly disclose the intention of the Declarant to subject such property and improvements to the governance of this Declaration;

3.5.6 If required, the approval of any one or more Mortgagees shall be first obtained;

3.5.7 The Declaration of Annexation shall be filed for record in the Office of the County Clerk of Travis County, Texas; and

3.5.8 The right of each Owner of each Unit in a new Phase to vote and the obligations of each such Owner to commence paying Assessments to the Association shall become effective on the first day of the calendar month next following the month in which such Phase is annexed to the Regime by the recordation of a Declaration of Annexation.

## ARTICLE IV

### Division of Project and Creation of Property Rights

4.1 Division of Project. The Project is hereby divided into the following freehold estates and areas: On the Map attached hereto the Buildings in the Project are lettered A through J, and the Units located therein are numbered as shown on the Map.

4.1.1 Units. In determining dimensions of, and area contained within each Unit, the enclosed space within a Unit shall be measured from interior finished, unpainted surfaces of the perimeter walls, floors and ceilings, and the Unit shall include the airspace so encompassed. Included in each Unit, without limitation, shall be any finishing materials applied or affixed to the interior surfaces or the common exterior walls or interior walls, floors, ceilings or other interior surfaces (such as, but without limitation, paint, wallpaper, vinyl wall or floor covering, carpet, tile, lavatories, commodes, sinks, built-in ranges and ovens, and cabinets). The boundaries of each Unit shall be the interior surface of the perimeter walls, floors, ceilings, windows and doors and the exterior surfaces of any appurtenant balconies and terraces. Interior trim around windows and doors shall be a part of each Unit and shall not be a part of the Common Elements. The Unit does not include "Common Elements" defined herein. It is expressly stipulated, and each and every purchaser of a Unit, his heirs, executors, administrators, successors and assigns, hereby agree that the square footage, size and dimensions of each Unit, as set out and shown in this

Declaration or on the Condominium Plan are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent or guarantee that any Unit actually contains the area, square footage or dimensions shown by the Condominium Plan thereof. Each purchaser and Owner of a Unit, or interest therein, has had full opportunity and is under a duty to inspect and examine the Unit purchases by him prior to the purchase thereof, and agrees that the Unit is purchased as actually and physically existing. Each purchaser of a Unit hereby expressly waives any claim or demand which he may have against the Declarant or other seller of such Unit on account of any differences, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the Condominium Plan. Each Unit is subject to such encroachments and protrusions as are contained in each Building, whether the same now exist or may be later caused or created in any manner. In interpreting deeds and the Condominium Plan, the then existing physical boundaries of a Unit, whether in its original state or reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or Condominium Plan, regardless of settling, rising or lateral movement of any Building and regardless of minor variance between boundaries shown on the Condominium Plan or deed, and those of any Building.

- 4.1.2 Common Elements. The remaining portion of the Property, referred to herein as "Common Elements," shall include all of the elements set forth in Section 2.6. Each Unit Owner shall have, as an appurtenance to his Unit, an undivided percentage interest in the Common Elements that is equal to the Common Interest appurtenant to each Owner's Unit, as the same may be changed from time to time as provided above; and the total of all of such interests shall be equal to 100%. The ownership of any interest in the Regime shall include a Unit and such undivided interest in the Common Elements. The Common Interest appurtenant to each Unit is declared to be permanent in character and cannot be altered once sold by Declarant without the consent of all the Owners of said Units and the Mortgagees of such Owners as expressed in an amended Declaration, except as provided in Sections 3.4, 4.3 and 11.5.3.2. Such Common Interest cannot be separated from the Unit to which it is appurtenant. Each Unit Owner shall have a non-exclusive right to use the General Common Elements in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of any other Unit Owners. Notwithstanding the transfer of the ownership of the Common Elements to the Owners as tenants-in-common, the Declarant shall reserve and hereby reserves unto itself and to the Association or its designated agents an easement over and onto the Common Elements for common driveway purposes, for drainage and encroachment purposes and for ingress to and egress from the Common Elements for the purpose of completing improvements thereon and for the performance of necessary repair work. Declarant further reserves unto itself and to the Association or its designated agents the right to establish easements, reservations, exceptions and exclusions consistent with the ownership of the Condominium Project and for the best interest of the Owners and the Association in order to serve the entire Condominium Project.
- 4.1.3 Limited Common Elements. The Limited Common Elements shall be identified herein or on the Map as amended from time to time, and designated as appurtenant to a particular Unit or Units. The rights of an individual Owner in the Limited Common Elements shall consist of (1) an exclusive easement to use for vehicle parking purposes, the parking space or spaces specifically originally assigned or reassigned by Declarant or the Association to the Owner as being appurtenant to his Unit, if any; (2) an exclusive easement to use the utilities and lines described in Section 2.15.3 and the areas described in Section 2.15.4; (3) an exclusive easement for ingress and egress over and for the use and enjoyment of the exterior stairs and landing area adjacent and appurtenant to the Unit (provided, however, that such easement shall be shared with any other Unit to which such stairs and landing area are also adjacent and appurtenant), if any; (4) an exclusive easement to use a storage area, if any, adjacent to and appurtenant to the Unit, as shown on the Condominium Plan; and (5) an exclusive easement to use such other areas and facilities as may be designated in this Declaration and on the Map, as same may be amended from time to time.

- 4.2 No Separate Conveyance of Undivided Interests. The foregoing interests and exclusive easements are hereby established and are to be conveyed only with the respective Units, and cannot be changed, except as herein set forth. Declarant and each Owner covenant and agree that the undivided interests in the Common Elements, the exclusive easements of the Limited Common Elements, and the fee title to the respective Units conveyed therewith, shall not be separated or separately conveyed, and each such undivided interest and exclusive easements shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance refer only to the Unit.
- 4.3 Partition Prohibited. The Common Elements shall remain undivided as set forth above so long as suitable for a condominium regime. Except as provided by the Texas Condominium Act, no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project. Judicial partition by sale of a single Unit owned by two or more persons and division of the sale proceeds is not prohibited hereby (but partition of title to a single unit is prohibited). Notwithstanding the provisions of this Section 4.3, until all of the Units are conveyed by Declarant to a third party, Declarant, with respect only to any Unit or Units remaining in the ownership of Declarant, shall have the right to:
- 4.3.1 Physically combine the space within one Unit with the space within one or more adjoining Units, to redetermine the Common Interest of the Units so combined and to amend the Declaration and Map to include said changes;
  - 4.3.2 Physically combine part of or a combination of parts of the space within one Unit with part or parts of space within one or more adjoining Units, to redetermine the Common Interest of the Units so combined and to amend the Declaration and Map to include said changes;
  - 4.3.3 Partition or subdivide any Unit into two or more Units, Common Elements, or a combination of Units and Common Elements, to redetermine the Common Interest of those Units so partitioned or subdivided, and, if applicable, of all other Units, and to amend the Declaration and Map to include said changes; and
  - 4.3.4 Modify or remodel one or more Units into larger or smaller Units or any combination thereof, to construct, alter, relocate or remove any walls or so any other work which may be necessary to complete such modification or remodeling, to redetermine the Common Interest of the Units altered, if any, and to amend the Declaration to include said changes; but
  - 4.3.5 A redetermination of the Common Interest of those Units so partitioned or subdivided by the Declarant shall not include the power to redetermine the percentage interest which each Unit Owner shall have in the Common Elements other than by way of the formula expressed in Section 3.4 above.

## ARTICLE V

### Association, Administration, Membership and Voting Rights

- 5.1 Association to Manage Common Elements. The management of the Common Elements shall be vested in the Association in accordance with the terms of this Declaration and the Bylaws. The Bylaws have been duly adopted by the Board of Directors of the Association; and all Owners of the Unit and all holders of liens thereon shall be bound thereby. The Owners of all the Units covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles and the Bylaws, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Project or the Association, as same may be amended from time to time.

- 5.2 Membership. Any Person, upon becoming the Owner of a Unit, shall automatically be a Member of the Association, and shall remain a Member thereof in accordance with the Articles and the Bylaws until such time as his ownership of the Unit ceases for any reason, at which time his membership in the Association shall automatically cease.
- 5.3 Transferred Membership. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of his Unit, the Association shall have the right to record the transfer upon its books, which shall nevertheless be deemed to have occurred.
- 5.4 Voting Rights. The Owner or Owners of each Unit shall be entitled to one (1) vote, the value of which shall equal the Common Interest assigned to said Owner's or Owners' Unit as provided in this Declaration.
- 5.5 Board of Directors. The affairs of the Association shall be managed by a Board of Directors which has been established and which shall conduct regular and special meetings according to the provisions of the Bylaws.
- 5.6 First Annual Meeting. Notwithstanding any other provision to the contrary contained in this Declaration, the Articles of Incorporation of the Association or the Bylaws, the First Annual Meeting of the Association shall be convened by the Declarant or the Board upon the earlier of the following events to occur: by not later than one hundred twenty (120) days after the conveyance by Declarant of Units (including Units located and to be located within Phases of the Regime other than the original Phase thereof) whose Owners, in the aggregate, hold at least seventh-five percent (75%) of the undivided interests in the Common Elements or by not later than seven (7) years following the date of the conveyance by Declarant of the first Unit in the Project. At such meeting, the Unit Owners holding at least fifty-one percent (51%) of the undivided interests in the Common Elements shall have the right to elect the Board which shall, at such Meeting, immediately replace the then existing Board, including any Board appointed in whole or in part by Declarant.
- 5.7 Limitation Upon Declarant's Contractual Powers. The Declarant shall not have the right to engage in any of the following leases or contracts, directly or indirectly (including the use of the authority of a Board of Directors appointed or otherwise controlled by Declarant), unless such lease or contract provides that the Association, after transfer or loss of control thereof by Declarant, may terminate the Declarant's rights thereunder, with or without cause, exercisable without penalty at any time upon not more than ninety (90) days written notice to the Declarant:
- 5.7.1 The leasing of any common facilities to the Association;
  - 5.7.2 Accepting leases from the Association for the use of which the Association may then charge Unit Owners or any parties who are not Unit Owners;
  - 5.7.3 Accepting franchises or licenses from the Association for the provision of central TV antenna or similar services; and
  - 5.7.4 Retaining the right to enter into management agreements or other contracts which are not terminable by the Board of Directors elected at the First Annual Meeting of the Association immediately after the election thereof.

## ARTICLE VI

### Maintenance and Assessments

- 6.1 Personal Obligation of Assessments. Declarant, for each Unit owned within the Project, hereby covenants, and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association: (1) regular monthly Assessments or charges, and (2) special Assessments for capital improvements and unexpected expenses, such Assessments to be established and collected as provided therein, in the Bylaws and in the Rules and Regulations of the Association. No Owner of a Unit may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.
- 6.2 Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the entire Project for the improvements and maintenance of the Common Elements for the common good of the Project. The Board may use said Assessments for said purposes, including, without limitation, providing for the enforcement of the provisions of this Declaration, the Bylaws and the Rules and Regulations promulgated thereunder. The decision of the Board with respect thereto shall be final so long as made in good faith. Annual Assessments shall include an adequate reserve fund for maintenance, repairs and replacement of the Common Elements. The Limited Common Elements shall be maintained as General Common Elements, and Owners having exclusive use thereof shall not be subject to any special charges or Assessments for the repair or maintenance thereof except as otherwise provided in the Bylaws and herein, including but not limited to, Section 7.2 hereof.
- 6.3 Regular Monthly Assessments and Creation of Lien. Except as expressed to the contrary in Section 11.17 below, all Owners shall be obligated to pay the Assessments imposed by the Board of Directors of the Association. The total amount of the estimated funds required from Assessments to operate the Project shall be set forth in a budget adopted by the Board of Directors and shall be assessed against each Owner in proportion to the Common Interest of such Owner, as set forth herein, said figure to be divided by twelve (12) to determine the regular monthly Assessment; provided, however, that said Assessments based on said Common Interests may be rounded off to the nearest dollar figure and shall be secured by a lien against said Unit, subject to the provisions hereof. The Board of Directors may adopt such a budget and levy such Assessments annually. After the initial year following the date of commencement of the payment of regular monthly Assessments, the Board of Directors may increase regular monthly Assessments even after the budget for that annual period has been adopted; but such increase shall not exceed twenty percent (20%) of the remaining monthly Assessments levied against all Units for such annual period unless the Owners of Units to which at least seventy-five percent (75%) of the Common Interest is appurtenant consent to or otherwise approve such increase. Declarant hereby reserves and assigns to the Association, without recourse, a vendor's lien against each Unit to secure the payment of any regular or special Assessment which may be levied pursuant to the terms thereof, and the expenses incurred in connection with the enforcement thereof, including, without limitation, interest at the rate provided in Section 6.5, costs and reasonable attorney's fees. Said liens may be enforced by appropriate judicial proceedings, and the amounts secured thereby shall be the obligation of and chargeable to the Owner in default. Any such items shall be and is subordinate and inferior only to the following: (i) assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on such Unit; and (ii) amounts due under any Mortgage or Deed of Trust held by any Mortgagee, or in which any Mortgagee may have an interest, duly recorded prior to the recordation of any lien assessment as provided in Section 6.5. The Board of Directors shall reconsider any existing budget at such time as any additional Phase is annexed to the Regime in order to take into consideration the impact which the annexation of another Phase will have upon the Project, which reconsideration may result in a change in the amount of a regular monthly Assessment.

6.4 Special Assessments. In addition to the regular monthly Assessments authorized above, the Board may levy, in any year, one or more special Assessments applicable to that year only for the purpose of defraying, in whole or in part,

6.5 Assessment Lien. All sums assessed but unpaid for the share of Assessments chargeable to any Unit, including interest thereon at the maximum rate permitted by law per annum from the date such Assessments are due until said Assessments are paid, subject to the provisions hereof limiting the interest contracted for, charged or received to the maximum permitted by applicable law, shall constitute a lien on such Unit superior to all other liens and encumbrances, except as provided in Section 6.3. The Board of Directors or a managing agent appointed by the Board ("Managing Agent") may (but shall not be required to) prepare a written notice setting for the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one of the members of the Board of Directors or by one of the officers of the Association or by a representative of the Managing Agent and may be recorded in the Office of the County Clerk of Travis County, Texas. Such lien may be enforced by the foreclosure of the defaulting Owner's Unit by the Association in like manner as a mortgage on real property subsequent to the recording of a notice provided for above. In any such proceeding, the Owner agrees to pay the costs, expenses and attorney's fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding, all additional costs, expenses and attorney's fees incurred in connection with any such foreclosure proceeding. The Owner of the Unit being foreclosed shall be required to pay to the Association the month Assessment for the Unit during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any Mortgagee holding a lien on a Unit may pay, but shall be required to pay, any unpaid Assessments owing with respect to such Unit, but such payment shall not be deemed a waiver of the Owner's default by either the Association or such Mortgagee.

The amount of the Common Expenses assessed against each Unit shall also be a debt of the Owner thereof at the time the Assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

Each Owner, by acceptance of a deed to a Unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also temporarily suspend the Association membership rights of any Owner who is in default in payment of any Assessment in accordance with the Bylaws.

A Mortgage or Deed of Trust evidencing the renewal or extension of an indebtedness already secured in its payment by a Mortgage or Deed of Trust against a Unit, even though the former is recorded after the written notice or statement reflecting a delinquent Assessment or Assessments prepared in accordance with the provisions of this Section 6.5, shall remain superior to the liens securing the payment of any such Assessment.

6.6 Date of Commencement of Assessment; Due Dates. Except as expressed to the contrary in Section 11.17 below, the regular monthly Assessments provided for herein shall commence as to all Units in the Project on the first day of the month following the conveyance by deed of the first Unit in the Project. Thereafter, due dates of regular monthly Assessments shall be the first day of each and every subsequent calendar month. No notice of such Assessments or the due dates thereof shall be required other than an annual notice setting forth the amount of the regular monthly Assessments or other than a special notice setting forth the amount of the regular monthly Assessments if changed as a result of the annexation of an additional Phase to the Regime. The due date of any special Assessment shall be the due date specified by the Association in the notice of such special Assessment delivered by the

Association to each Owner; provided, however, such due date shall in no event be less than thirty (30) days subsequent to the date of such notice.

- 6.7 Transfer of Unit by Sale or Foreclosure. Sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure by a Mortgagee, or by deed or other transfer in lieu thereof, shall extinguish the lien of such Assessments as to payment which became due prior to such sale or transfer (except for Assessments reflected by a lien Assessment prepared in accordance with the provisions of Section 6.5 and duly recorded prior to the recordation of a Mortgage or Deed of Trust held by a Mortgagee or in which any Mortgagee may have an interest). No such sale or transfer shall relieve such Unit from liability for Assessments thereafter becoming due or from the lien thereof. When any Mortgagee of a Mortgage obtains title to a Unit as a result of foreclosure of such Mortgage, or by deed or other conveyance in lieu thereof, such Mortgagee shall not be liable for the unpaid dues or charges of the Association chargeable to such Unit which accrued subsequent to the recordation of such Mortgage and prior to the acquisition of title to such Unit by such Mortgagee. Such unpaid dues or charges shall be deemed to be Common Expenses collectible from all of the Units including the Unit acquired by such Mortgagee. In a voluntary conveyance of a Unit (other than a deed or conveyance to a Mortgagee in lieu of foreclosure), the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee, upon payment to the Association of a reasonable fee not to exceed Twenty-Five and No/100 Dollars (\$25.00) and upon written request, shall be entitled to a statement from the Association, setting forth the amount of any unpaid Assessments then due and owing to the Association with respect to the Unit being purchased, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the Statement and applicable to a period of time prior to the date of such statement; provided, however, the grantee shall be liable for any such Assessments becoming due after the date of any such statement.
- 6.8 Separate Taxation. Each Unit, together with its Common Interest, shall be deemed to be a separate and distinct entity for the purpose of the assessment and collection of taxes, assessments and other charges of this state, or of any political subdivision, special improvement district or any other taxing or assessing authority. The lien for taxes assessed to any Unit shall be confined to that Unit. No forfeiture or sale of any Unit shall divest or anyway affect title to any other Unit. In the event that such taxes or assessments for any year are not separately assessed to each Unit but rather are assessed on the Project as a whole, then each Owner shall pay a share thereof and, in said event, such taxes or assessments shall be a Common Expense. If necessary, a special Assessment or Assessments may be levied against the Units in an amount equal to said taxes, to be paid thirty (30) days prior to the due date thereof.

## ARTICLE VII

### Duties and Powers of the Association

- 7.1 Duties and Powers. In addition to the duties and powers enumerated in the Bylaws and the Articles, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:
- 7.1.1 Maintain, repair, replace, restore, operate and manage all of the Common Elements and all facilities, improvements, furnishings, equipment and landscaping thereon, and all property that may be acquired by the Association in good condition. This obligation shall not extend to any portion of facility of the Common Elements required to be maintained by an individual Owner under this Declaration (specifically including, but not limited to, Sections 7.2, 7.3 and 11.7) or the Bylaws;

- 7.1.2 Enforce the provisions of this Declaration by appropriate means, including, without limitation, the expenditures of funds of the Association, the employment of legal counsel and the commencement and prosecution of actions;
- 7.1.3 Maintain such policy or policies of insurance as are required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of, and protecting the interests of, the Association and its Members;
- 7.1.4 Grant and reserve easements where necessary or desirable for utilities and utility facilities over the Common Elements and Units to serve the Common Elements and the Units and amend the Map to show same;
- 7.1.5 Have the authority (and the obligation if required by a Mortgagee) to employ a manager or other persons and to contract with independent contractors or managing agents, for a term not exceeding three (3) years, to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over or interest in the Project, specifically including, but not limited to, any Mortgagee, it being agreed and understood that any agreement with any such agent or other person shall provide that the same may be terminated by any part thereto without cause and without payment of a termination fee if the terminating party gives all other parties written notice of such termination not more than ninety (90) days prior to the effective date thereof. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not terminate professional management of the Project and assume self-management thereof without the prior written consent of Unit Owners holding at least sixty-seven percent (67%) of the Common Interest and the Mortgagees holding liens against Units to which at least fifty-one percent (51%) of the Common Interest is appurtenant;
- 7.1.6 Keep or cause to be kept records with detailed accounts of the income, receipts and expenditures affecting the Project and its administration, specifying the maintenance and repair expenses with regard to the Common Elements and any other expenses incurred by or on behalf of the Project or Association. The records so kept shall be available for inspection by all Owners and Mortgagees of Units during regular business hours of the Association that shall be set and announced for general knowledge. All records shall be kept in accordance with generally accepted accounting principles and shall be audited at least once a year by an independent auditor. Copies of the auditor's reports shall be made available to all Owners and Mortgagees upon written request and the payment of the reasonable reproduction costs of such report as established by the Board or Managing Agent within ninety (90) days following the end of any fiscal year of the Association;
- 7.1.7 Adopt reasonable rules not inconsistent with this Declaration, the Articles, or the Bylaws relating to the use of the Common Elements and all facilities thereon, and the conduct of Owners and their tenants and guests with respect to the Project and other owners.

7.2 Maintenance of Project by Association. The Association shall provide maintenance of the Project, as provided in the Bylaws. The responsibility of the Association for maintenance and report shall not extend to the cost and expense of repairs or replacement arising out of or caused by the willful or negligent act or neglect of any Owner, or his guests, tenants or invitees. The cost and expense of repair or replacement of a Unit exterior or of any portion of the Common Elements resulting from such excluded items shall be the responsibility of such Owner who (or whose guests, tenants or invitees) neglects or willfully damages such excluded items. The Association may cause such repairs and replacements to be made at such Owner's sole cost and expense, and if said Owner shall fail to pay for such repairs or replacements upon demand, the cost thereof (plus interest from the date of payment(s) at the maximum legal rate) shall be added to the Assessments chargeable to such Unit and shall be payable to the Association by the Owner of such Unit upon demand.



- 7.3 Association Easements and Access to Units. For the purpose of performing the maintenance, repair or replacement authorized by this Article or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents and employees) shall have a non-exclusive easement over and onto all portions of the Common Elements, and shall also have the right, after reasonable notice to the Owner, and at reasonable hours, to enter any Unit for such purposes and to enter any Unit without notice at any time in the event of an emergency. Should any Owner change any lock on any entrance to his Unit, such Owner shall immediately provide to the Board a key to the new lock. Damage to the interior or any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of the emergency repairs within another Unit at the instance of the Association shall be a Common Expense of all of the Owners; provided, however, that if such damage is the result of the neglect, misuse or negligence of an Owner, then such Owner shall be responsible and liable for all damage. All damaged improvements shall be restored to substantially the same condition of such improvements prior to damage. All maintenance, repairs and replacements as to the General Common Elements, whether located under or outside of Units (unless required to be maintained by an individual Owner under this Declaration or necessitated by the neglect, negligence or misuse by an Owner or his guests, tenants or invitees, in which case such expense shall be charged to such Owner) shall be the Common Expenses of all the Owners.

## ARTICLE VIII

### Utilities

- 8.1 Owners' Rights and Duties. The rights and duties of the Owners of Units within the Project with respect to utilities shall be as follows:
- 8.1.1 Each Owner shall pay for his own utilities which are separately metered and billed to each Unit by the respective utility companies or submetered and billed to each Unit by the Association. Any such utility expenses billed to each Unit by the Association shall be deemed to be special Assessments hereunder and shall be secured by the lien reserved in Section 6.3. Utility expenses which are not metered or submetered and separately billed shall be part of the Common Expenses, and each Owner shall pay his pro rata share thereof as in the case of other Common Expenses;
- 8.1.2 Whenever sanitary sewer, water, electric, gas, television receiving or telephone line or connections, heating or air conditioning conduits, ducts, or flues (such items being hereinafter collectively called the "connections") are located or installed within the Project, which connections, or any portion thereof, lie in or upon more than one Unit, Declarant reserves for the use and benefit of the Association the right and an easement to the full extent reasonably necessary therefore, to enter upon the Units in or to have the utility companies enter upon the Units in or upon which said connections, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when reasonably necessary; provided, however, the exercise of such easement rights shall be in a manner reasonably calculated to cause minimal interference with the continued use and occupancy of the Units so affected by the Owners thereof, while still adequately serving the purposes for which they are granted;
- 8.1.3 Whenever connections are located or installed within the Project, which connections serve more than one Unit, the Owner of each Unit served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service to his Unit.
- 8.2 Easement for Utilities and Maintenance. Easements over and under the Property for the installation, repair and maintenance of sanitary sewer, water, electric, gas, and telephone lines and facilities, heating and air conditioning facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping as are shown on the Map, and as may be hereafter required to serve the

Property, are hereby reserved by Declarant for the use and benefit of the Association, together with the right to grant and transfer the same.

- 8.3 Association's Duties. The Association shall maintain all utility installations located in the Common Elements except for those installations maintained by the utility companies, public, private or municipal. The Association shall pay all charges for utilities supplied to the Project except those metered or submetered and charged separately to the Units.

## ARTICLE IX

### Use Restrictions

- 9.1 Restrictions. In addition to all of the covenants contained herein, the use of the Project and each Unit therein is subject to the following:
- 9.1.1. Use of Individual Units. No Unit shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein; provided, however, that Declarant may use any Unit or Units in the Project owned by Declarant for a model home site or sites and display and sales office until the last Unit in the entire Project is sold. No more than four (4) individuals may occupy a three (3) bedroom Unit; no more than three (3) individuals may occupy a two (2) bedroom Unit; and no more than two (2) individuals may occupy a one (1) bedroom Unit; provided, however, that in determining the number of bedrooms in a Unit, a den shall be counted as a bedroom;
- 9.1.2. Nuisances. No noxious, illegal, or offensive activities shall be carried on in any Unit or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with, the quiet enjoyment of each of the Owners of his respective Unit, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be cancelled or cause a refusal to renew the same, or which will impair the structural integrity of any Building;
- 9.1.3. Vehicle Restrictions. No trailer, camper, mobile home, recreational vehicle, commercial vehicle, truck (other than standard size pick-up truck), inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the Project, other than temporarily (for purposes of loading and unloading passengers or personal property), unless in an area specifically designated for such purpose by the Board. Commercial vehicles shall not include sedans or standard size pick-up trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or smoky vehicles shall be operated on the Project. No off-road unlicensed motor vehicles shall be maintained or operated upon the Project, except as may be reasonably necessary to the execution of the rights or duties of the Association under this Declaration;
- 9.1.4. Signs. Declarant may place signs in or around the Common Elements for sales purposes until the last Unit in the entire Project is sold. Owners other than Declarant, however, are prohibited from placing "for sale," "for rent" or any other signs in or around the Common Elements or displaying signs to the public view on any Unit or any portion of the Project;
- 9.1.5. Animals. No animals or birds of any kind shall be raised, bred, or kept in any Unit, or on any portion of the Project except as permitted in the Bylaws or in the Rules and Regulations adopted by the Board and published from time to time;
- 9.1.6. Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Project and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers in accordance with the Bylaws and the

Rules and Regulations adopted by the Board and published from time to time. All equipment, garbage cans, woodpiles, or storage piles shall be kept screened and concealed from view of other Units, streets and the Common Elements;

- 9.1.7. Radio and Television Antennas. No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted, and no Owner shall be permitted to construct, use, or operate his own external radio, television antenna, or other electronic antenna without the prior written consent of the Board. No Citizens Band transmitter or other transmission device shall be permitted on the Project without the prior written consent of the Board;
- 9.1.8. Right to Lease. The respective Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days, nor shall less than an entire Unit be rented or leased. Subject to the foregoing restrictions and to those of Section 9.1.9 hereof, the Owners of the respective Units shall have the absolute right to lease the Units provided that the lease is in writing, is for a term not exceeding one (1) year, does not contain any option to renew or extend such lease and is made subject to the covenants, conditions, easements, restrictions, limitations, liens for Common Expenses and uses contained in this Declaration and the Bylaws, and any Rules and Regulations adopted by the Board and published from time to time. Notwithstanding any of the foregoing, the right of Declarant to rent or lease Units until their initial transfer to any third party or parties is hereby specifically reserved, each Owner of every Unit hereby authorizing the Board to terminate, oust or otherwise evict any Tenant occupying any Unit by reason of any violation of the covenants, conditions, easements, restrictions or limitations herein contained or of the Bylaws or any Rules and Regulations adopted by the Board and published from time to time or by reason of any default on the part of such Tenant (or the Owner of the Unit) to pay any part of the Common Expenses or other Assessment when due and payable;
- 9.1.9. Mortgaging a Unit–Priority. Any Owner shall have the right from time to time, to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. An Owner may create and grant a second lien mortgage or deed of trust, against his Unit on the following conditions: (1) that any such second lien mortgage or deed of trust shall always be subordinate to all the terms, conditions, covenants, restrictions, uses, limitations, easements, obligations and liens for Common Expenses and other payments created by this Declaration and by the Bylaws; and (2) that the mortgagee under any second lien mortgage or deed of trust shall release by written recordable instrument, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished to the Association by the mortgagee under any second lien mortgage or deed of trust promptly following written request therefore by the Association;
- 9.1.10. Power Equipment and Car Maintenance. No power equipment, work shops, or car maintenance of any nature whatsoever shall be permitted on the Project except with prior written approval of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections;
- 9.1.11. Liability of Owners for Damage to Common Elements. The Owner of each unit shall be liable to the Association for all damages to the Common Elements or improvements thereon caused by the neglect, misuse or negligence of such Owner or any tenant or other occupant of his Unit, guest or invitee.

- 9.2 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article IX or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Unit in the Project in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Unit, agrees to hold Declarant harmless therefrom.

## ARTICLE X

### Architectural Control

- 10.1 Prohibition of Alteration and Improvement. Subject to the exemption of Declarant under Section 11.10 below, no building, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, erected, painted or maintained upon the Project, nor shall any alteration or improvement of any kind be made thereto (save and except for repainting and redecorating of the interior of a Unit by an Owner) until the same has been approved in writing by the Board and/or Declarant as provided in this Article.
- 10.2 Plans and Approval. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements or alterations, shall be submitted to the Board or Committee for approval as to such matters as quality of workmanship and design and harmony of structural and external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to rebuild in accordance with plans and specifications previously approved by the Board or Committee. No landscaping of patios or yards visible from the street, from other Units or from the Common Elements shall be undertaken by any Owner until plans and specifications showing the nature, kind, shape, design and location of the proposed materials shall have first been submitted to and approved in writing by the Board or Committee. The Board or Committee shall respond in writing within sixty (60) days from the date it receives said requests for approval of plans and specifications required under this Section 10.2. If the Board or Committee does not respond in writing within said sixty (60) day period, the Board or Committee shall be deemed to have approved said request.
- 10.3 Architectural Control Committee. The number, appointment and term of members of the Committee shall be as provided in the Bylaws, subject to the following limitations:
- 10.3.1 If a Committee is appointed, there shall be not less than three (3) nor more than five (5) members of the Committee;
- 10.3.2 Declarant may appoint all of the original members of the Committee and all replacements until the last Unit in the entire Project is sold. Thereafter, the Board shall have the power to appoint all of the members of the Committee. Committee members appointed by the Declarant need not be Members of the Association. Committee members appointed by the Board shall, however, be from the membership of the Association.

## ARTICLE XI

### General Provisions

- 11.1 Enforcement. The Association, any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Project shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by this Declaration, and in such action, shall be entitled to recover costs and reasonable attorney's fees as are ordered by the Court; provided, however, that an individual Owner

shall have no right to enforce the collection of any Assessment levied against any other Owner under Article VI above. Failure by any such Person to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

- 11.2 Invalidity of Any Provision. Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions shall remain unaffected and in full force and effect.
- 11.3 Encroachment and Protrusion Elements. Each Unit within the Project is hereby declared to have an easement over all adjoining Units and the Common Elements (and the Association, as trustee for all Unit Owners, is hereby declared to have an easement over all of the Units in the Project) for the purpose of accommodating any encroachment and/or protrusion due to engineering errors, errors in original construction, settlement or shifting of any building, or any other cause. There shall be valid easements for the maintenance of said encroachments and/or protrusions as long as they shall exist, and the rights and obligations of Owners and the Association shall not be altered in any way by said encroachment, protrusion, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment or protrusion be created in favor of an Owner or Owners if said encroachment or protrusion occurred due to the willful misconduct of said Owner or Owners. In the event a structure (including a structure which constitutes any part of the Common Elements) is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments and/or protrusions over adjoining Units or Common Elements shall be permitted and that there shall be a valid easement for the maintenance of said encroachments and/or protrusions so long as they shall exist. Such encroachments or protrusions shall not be considered to be encumbrances either on the Common Elements or on a Unit for purposes of marketability of title or otherwise.
- 11.4 Termination of Mechanic's Lien Rights and Indemnification. No labor performed or materials furnished and incorporated in a Unit with the consent or at the request of an Owner or his agent, contractor or subcontractor shall be the basis for the filing of a lien against either the Common Elements or the Unit of any other Owner not expressly consenting to or requesting the same, except that express consent shall be deemed to be given by the Owner of any Unit to the Board or Managing Agent in the case of emergency repairs. Each Owner shall indemnify and hold harmless each of the other Owners from and against any and all liability arising from any such claims or liens against the Units of any other Owners or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the indemnifying Owner's Unit at such indemnifying Owner's request. Labor performed or materials furnished for the General Common Elements, if duly authorized by the Managing Agent or the Board in accordance with the Declaration or Bylaws, shall be deemed to be performed or furnished with the express consent of each Owner and shall be the basis for the filing of a lien pursuant to law against each Unit in the Project.
- 11.5 Mortgagee Protection Clauses.
- 11.5.1 Rights of Mortgagees. No breach of any of the covenants, conditions and restrictions contained in this Declaration, nor the enforcement of any lien provisions herein, shall render invalid the lien of any Mortgagee on any Unit made in good faith and for value; but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, unless otherwise provided herein.
- 11.5.2 Notice to and Access to Records by Mortgagees. All Mortgagees that have filed with the Association an appropriate written request shall be entitled to receive the following notices in writing from the Association and/or to have access to certain records of the Association in accordance with the following:
- 11.5.2.1 Notice of any proposed change in the Project Documents, which notice shall be given thirty (30) days prior to the effective date of such change;

- 11.5.2.2 Notice of default by the Owner or grantor of any Mortgage on a Unit ( the beneficial interest in which is held by a particular Mortgagee) in the performance of such Owner's or grantor's obligations under the Project Documents, which default is not cured within thirty (30) days;
  - 11.5.2.3 Notice of any substantial loss to or taking of any portion of any individual Unit subject to a Mortgage (the beneficial interest in which is held by a particular Mortgagee), which notice shall be given immediately upon the Board's obtaining knowledge of such loss or taking;
  - 11.5.2.4 Notice of any substantial loss to or taking of any portion of the Common Elements or facilities or improvements thereon, which notice shall be given immediately upon the Board's obtaining knowledge of any such loss or taking;
  - 11.5.2.5 Notice of any proposed action that would require the consent of a specified percentage or number of Mortgagees.
  - 11.5.2.6 Any notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, such notice to be given as promptly as possible; and
  - 11.5.2.7 Make available, for inspection during normal business hours or under other reasonable circumstances, any then current versions of this Declaration, the Bylaws and any Rules and Regulations concerning the Project and the books, records and financial statements of the Association.
- 11.5.3 Changes Requiring Mortgagee Approval. Without the prior written approval of one hundred percent (100%) of the Mortgagees and sixty-seven percent (67%) of the undivided interests in the Common Elements held by the Owners other than Declarant (except to the extent that a higher or lesser percentage of approval may be expressly required elsewhere herein or by applicable law), neither the Association nor any one or more Unit Owners nor the Declarant shall be entitled to:
- 11.5.3.1 By act or omission, seek to abandon or terminate the Condominium Project, except for abandonment or termination of the Project provided by law, in case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
  - 11.5.3.2 Change the pro rata interest or obligations of any Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements; provided, however, that nothing herein shall prevent Declarant from redetermining and reallocating between Units owned by Declarant the pro rata share of ownership in the Common Elements of such Units owned by Declarant which Declarant combines, partitions or subdivides prior to sale of such Units to a third party; and provided, further, that nothing herein shall prevent the change in the pro rata share of ownership in the Common Elements of such Units in the event of the annexation of an additional Phase as provided in Article III above;
  - 11.5.3.3 Partition or subdivide any Unit, except as provided in Section 4.3, provided that nothing contained herein or in Section 4.3 shall prevent Declarant from combining, partitioning or subdividing Units owned by Declarant;
  - 11.5.3.4 By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (it being agreed and understood that the granting of easements for public utilities or for other public purposes consistent with the intended

use of the Common Elements by the Project shall not be deemed a transfer within the meaning of this clause); and

11.5.3.5 Use hazard insurance proceeds for losses to any property on the Project (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction thereof, except as provided by applicable statute in case of substantial loss or damage to the Units and/or the Common Elements.

11.5.4 Mortgage Priority. Notwithstanding any language contained in this Declaration or the other Project Documents to the contrary, no Owner or other party shall have priority over any rights of the Mortgagee of any Unit pursuant to its Mortgage in the case of a distribution to the Owner of such Unit of insurance proceeds or condemnation awards for losses to or taking of all or a portion of such Unit and/or Common Elements. Mortgagees shall have the right to examine the books and records of the Association at all reasonable times during regular business hours of the Association.

11.5.5 Compliance With Regulations and Requirements of Mortgagees and With Applicable Law. The Declarant intends that the Project shall comply with all requirements of all Mortgagees wishing to make, purchase or guarantee loans or other extensions of credit secured by Mortgages against any of the Units in the Project and, also, to comply with all applicable statutes, ordinances and rules and regulations of all quasi-governmental and governmental bodies having jurisdiction. The Declarant furthermore intends that this Declaration shall contain no typographical or grammatical errors. Declarant and all Owners therefore agree that, notwithstanding anything to the contrary contained herein, in the event that the Project or any of the Project Documents do not comply with the requirements or regulations of any Institutional Lender who is or desires to become a Mortgagee (including, without limitation, the requirements and regulations of FHLMC and FNMA pertaining to the purchase of home loans or the requirements and regulations of FHA or VA pertaining to the guaranty of any home loans) or with any applicable statute, ordinance or rule or regulation, the Declarant, so long as the Declarant owns any Unit in the Project, or the Board, if the Declarant should then have no interest remaining in the Project, shall have the power (on behalf of the Association and each and every Owner) to amend the terms of this Declaration and the Bylaws and/or to enter into any agreement with any Institutional Lender (or their designees) reasonably required by any of such Institutional Lenders to allow the Project to comply with such requirements or regulations or, simply in order to comply with any applicable statute, ordinance or rule or regulation. Similarly, the Declarant or the Board shall have the power to amend the terms of this Declaration or the Bylaws for the purpose of correcting any typographical or grammatical error. Such power shall not include the authority to amend this Declaration or the Bylaws or to enter into any agreement that would have the effect of violating the requirements or regulations of any Institutional Lender which is then a Mortgagee.

11.5.6 Taxes, Assessments, and Charges Which May Become Liens. All taxes, assessments, and charges which may become liens prior to the lien of any Mortgagee under local law shall relate to the individual Units and not to the Project as a whole.

11.5.7 Lease Restrictions Not Binding Upon Mortgagee in Possession. The provisions of Section 8.1.1, restricting the power of a Unit Owner to enter into leases shall not be binding upon any Mortgagee in possession of any Unit resulting from a default. However, the provisions of Section 9.1.1 shall be binding upon any person who purchases such Unit from such Mortgagee or such Mortgagee's designee.

11.6 Revocation or Amendment to Declaration. This Declaration shall not be revoked unless all of the Owners and all of the holders of any recorded first Lien Mortgage covering or affecting any or all of the Units unanimously consent and agree to such revocation by instrument(s) duly recorded. Except as set forth in Section 11.5.5, this Declaration shall not be amended unless the Owners representing an aggregate

ownership interest of at least sixty-seven percent (67%) of the undivided interests of the Common Elements, but not less than the Owners (other than Declarant) of at least two-thirds (2/3) of the Units in the Project, and all of the Mortgagees consent and agree to such amendment by instrument(s) duly recorded; provided, however, that the percentage of the undivided interest in the Common Elements appurtenant to each Unit, as expressed in the Common Elements appurtenant to each Unit, as expressed in this Declaration, shall have a permanent character and shall not be altered without the consent of all of the Unit Owners expressed in an amended Declaration duly recorded (subject only to the provisions set forth in Sections 4.3 and 11.5.3.2), and provided, further, that revocation of this Declaration shall always require the consent of all of the Owners. Notwithstanding the foregoing, before the First Annual Meeting of the Association, Declarant may, with the written consent of any Mortgagee which would be affected (but without the consent of any Owner) amend this Declaration, the Condominium Map, the Bylaws and any other Project Documents, which amendments may include, by way of example, but not limited to, those made pursuant to Sections 2.15, 2.16 and 4.3. In the event that a Mortgagee is requested in writing to approve an addition or amendment to any of the Project Documents and fails to deliver a negative response to the requesting party within thirty (30) days after receipt thereof, then it shall be conclusively presumed that such Mortgagee has approved any such request.

11.7 Owner's Right and Obligation to Maintain and Repair. Except for those portions of the Project which the Association is required to maintain and repair as provided herein and in the Bylaws, each Unit Owner shall, at his sole cost and expense, maintain and repair his Unit and any Limited Common Elements appurtenant to his Unit, keeping the same in good condition. Additionally, each Owner shall, at his sole cost and expense, maintain, repair and replace as necessary any separate air conditioning and heating units which service only his Unit. Each Owner shall have the exclusive right to paint, plaster, panel, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floor, windows and doors bounding his Unit. In the event an Owner fails to maintain his Unit as provided herein in a manner which the Board deems necessary to preserve the appearance and value of the Project, the Board may notify such Owner of the work required and request that it be done within sixty (60) days from the giving of such notice. In the event such Owner fails to complete such maintenance within said period, the Board may cause such work to be done and may specially assess the cost thereof to such Owner and, if necessary, create a lien against his Unit for the amount thereof.

11.8 Insurance; Damage or Destruction.

11.8.1 Association Liability Insurance. The Association shall obtain and continue in effect comprehensive public liability insurance insuring the Association, the Declarant and the agents and employees of each and the Owners and the respective family members, guests and invitees of the Owners against any liability incident to the ownership or use of the Common Elements, commercial spaces, if any, and public ways, and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured, and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners or the Association. The scope of the coverage must include all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location, and use. Coverage shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, for personal injury and/or property damage.

11.8.2 Master Hazard Insurance. Additionally, the Association shall obtain and continue in effect a master or blanket policy of multi-peril insurance on the Project, providing, as a minimum, fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location, and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) of all improvements on the Project, including without limitation all personal property and supplies owned by the Association and all fixtures, equipment and other property within any of the Units (whether or not such constitutes any part of the Common Elements) covered by a Mortgage or Deed of Trust against any such Unit. If there is a steam boiler in operation in connection with any Unit, there must be in force boiler explosion



insurance evidenced by the standard form of boiler and machinery insurance policy and providing minimum coverage in an amount not less than One Hundred Thousand Dollars (\$100,000.00) per accident per location. If the Project is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "blanket" policy of flood insurance on the Project must be maintained in the amount of one hundred percent (100%) of current replacement costs of all property so insured or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The Master policy of multi-peril insurance shall contain extended coverage and replacement costs endorsements, if available, and may also contain vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause and a determinable cash adjustment clause, or a similar clause to require cash settlement unless the Association in writing approves the restoration of damage by the insurer in lieu of such cash settlement. Such policies shall be in form and amount as may be determined by the Board, shall name as insured the Association, as the trustee of the Owners and Declarant (so long as Declarant is an Owner of any Unit), and all Mortgagees as their respective interests may appear, or the duly appointed "authorized representative" of all the foregoing, if one is so selected, including any trustee ("Insurance Trustee") of any insurance trust agreement which the Association may create, and shall provide that any proceeds be paid to the Association or other authorized representative (including any Insurance Trustee) for the use and benefit of the Owners and Mortgagees as their interests may appear. All policies of hazard insurance must contain or have attached the standard Mortgage Clause commonly accepted by private institutional mortgage investors in Travis County, Texas. Such policy shall not be required to insure the personal property or customized items within any individual Units, which shall be and remain the responsibility and risk of the Owners. All hazard insurance policy contracts shall provide that no contribution or Assessment may be made against the Association, the Owner of any unit, any Mortgagee, or the designee of any Mortgagee; and in no event may any contributions or Assessment made against any other party become a lien on any Unit superior to the liens of a Mortgagee.

- 11.8.3 Additional Association Insurance. The Association may purchase such other insurance as it may deem necessary, including without limitation plate glass insurance, worker's compensation, directors liability, and errors and omissions insurance, and the Association shall purchase fidelity coverage against dishonest acts by any directors, managers, trustees, employees or volunteers of the Association who are responsible for handling funds belonging to or administered by the Association. The fidelity bond insurance shall name the Association as the insured and shall provide coverage in an amount not less than one and one-half (1-1/2) times the Association's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.
- 11.8.4 Insurance Premiums. Insurance premiums shall be a Common Expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association shall be without prejudice to the right of any Owner to obtain additional individual insurance.
- 11.8.5 Additional Requirements Regarding Insurance Coverage. Insurance coverage obtained and maintained pursuant to the requirements of Section 11.8 may not be brought into contribution with insurance purchased by the Owners or by their Mortgagees. No such coverage may be prejudiced by any act or neglect of the Owners when such act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control. Each policy of property insurance carried by the Association shall be primary (and shall be so endorsed if necessary) notwithstanding any other insurance covering the same loss. All coverages shall contain Agreed Amount and Inflation Guard Endorsement, if available. No such coverage may be cancelled or substantially modified (including cancellation for non-payment of premium) unless at least ten (10) days prior written notice is given to any and all insureds thereunder, including any and all Owners and Mortgagees beneficially insured thereunder. All policies obtained pursuant to the provisions of Section 11.8 must contain a waiver of subrogation by the insurer as to any and

all claims against the Association, the Owner of any Unit and/or their respective agents, employees or tenants, and of any defenses based on co-insurance or on validity arising from the acts of the insured. Furthermore, all policies of insurance shall be in such form and in such amount or amounts and shall be issued by such carriers as may be required by any Mortgagee including, without limitation, FNMA, FHLMC, VA and FHA. Also, if all Mortgagees approve, the Board may obtain and maintain insurance coverage that does not comply with the stringent requirements set forth in Section 11.8, including the power not to carry insurance coverage otherwise mandated by the provisions of Section 11.8 if waived by all Mortgagees. If at any time there are no Mortgagees, the Board is simply charged with the duty to use good business judgment when deciding whether and what insurance coverage to carry.

- 11.8.6 Associations as Attorney-in-Fact. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project, in whole or in part, upon its destruction or repair, with full power of substitution in the premises.

Title to any Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All Owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead for the purpose of dealing with said Project upon its destruction as is hereinafter provided. As attorney-in-fact, the Association, by and through its President or any Vice President and Secretary or any Assistant Secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers herein granted. Any repair, reconstruction or replacement made of the improvement(s) shall be to substantially the same condition existing prior to the damage, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purposes of repair, restoration or replacement unless the Owners agree not to rebuild in accordance with the provisions hereinafter set forth. The Association shall have full authority, right and power, as attorney-in-fact, to cause any repair and restoration of the improvement(s) permitted or required hereunder.

Without limitation on the generality of the foregoing, the Association, as said attorney-in-fact, shall have the full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefore, to settle and compromise any and all claims under said insurance policies; to collect proceeds and to distribute the same to the Association, the Owners and their respective Mortgagees (subject to the provisions hereof) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Owners, the Association and the Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit or for the liability of any Owner for occurrences therein not caused by or in connection with the Association's operation, maintenance or use of the Project.

- 11.8.7 Reconstruction or Repair of Project. In the event of fire, casualty or other disaster involving substantial damage to the Project, within ten (10) days of receipt of determination of the amount of insurance proceeds available to the Association, the Association shall cause notice to be given of a special meeting of Members to be held not less than twenty (20) nor more than thirty (30) days from the giving of such notice. Such notice shall specify the amount of insurance proceeds available, the estimated cost of restoration and any other data deemed pertinent to the determination called for by this Section 11.8.7.

11.8.7.1 Sufficient Proceeds. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the Project, shall, subject to the provisions of

Sections 11.8.7.3 and 11.8.7.4 below, be applied to such reconstruction. Reconstruction of the Project, as used in this Section 11.8.7, means restoring the Project to substantially the same condition in which it existed immediately prior to the fire, casualty or other disaster, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before. Such reconstruction shall be caused to be accomplished by the Association or its duly authorized agents.

- 11.8.7.2 Insufficient Proceeds. If the insurance proceeds are insufficient to reconstruct the Project, damage to or destruction thereof shall, subject to the provisions of Sections 11.8.7.3 and 11.8.7.4 below, be promptly caused to be repaired and restored by the Association or its duly authorized agents, using proceeds of insurance, if any, on the Project for that purpose, and the Owners shall be liable for the special Assessment or Assessments for any deficiency as hereinafter provided.
- 11.8.7.3 Less Than Two-Thirds Destruction. If less than two-thirds (2/3) of the Project (as determined by the vote or written consent of Members owning at least fifty-one (51%) of the Common Interest in the exercise of their sole discretion) is destroyed or substantially damaged by fire or any other disaster, then the Project shall be rebuilt or repaired, unless the Members of the Association by unanimous vote or written consent and unless one hundred percent (100%) of the Mortgagees by prior written approval elect not to repair such damage.
- 11.8.7.4 Two-Thirds or More Destruction. If two-thirds (2/3) or more of the Project (as determined by the vote or written consent of Members owning at least fifty-one percent (51%) of the Common Interest in the exercise of their sole discretion) is destroyed or substantially damaged by fire or any other disaster, and if the Members, by unanimous vote or written consent, do not voluntarily, within one hundred eighty (180) days after determination of the amount of the Association's insurance proceeds resulting from such destruction or damage, make provision for reconstruction (unless within such period the buy-out contemplated in this Section 11.8.7.4 is effected), the Condominium Regime shall be deemed to have been waived, and the Association shall take all action required under the Act to regroup and merge the filial estate with the principal property, whereupon:
- (i) The project shall be deemed to be owned in common by the Owners;
  - (ii) The undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of the undivided interest previously owned by such Owner in the Common Elements;
  - (iii) Any liens on each Unit and that certain portion of the Common Elements appurtenant thereto shall be deemed to be transferred in accordance with their existing priorities to the undivided interest of the Owner of the affected Unit; and
  - (iv) Notwithstanding the foregoing provisions hereof, in the event of destruction or substantial damage to two-thirds (2/3) or more of the Project, one hundred percent (100%) of the Mortgagees and the Owners of Units to which at least three-fourths (3/4) of the Common Interest is appurtenant may elect to sell or otherwise dispose of the Project. Such action shall be binding upon all Owners, and it shall there upon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in any manner and form may be necessary to effect the sale.

Notwithstanding the foregoing provisions hereof, in the event that two-thirds (2/3) or more of the Project has been damaged and unanimous vote has not been obtained for reconstruction at the meeting held in accordance with the provisions of the first paragraph of this Section 11.8.7.4, the Association may, by affirmative vote of the Members owning at least three-fourths (3/4) of the undivided Common Interest at a

meeting of the Members duly called for such purpose, elect to purchase all the ownership interests in the Project of those Owners not voting to rebuild. Such action will be binding upon the Association and all Owners, and it shall thereupon become the duty of the Association and every Owner to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary to affect the sale and purchase. The purchase price for the ownership interest of each Owner so being purchased shall be payable to the Owner and the Owner's mortgagees as their interests shall appear and shall be an amount equal to the Owner's percentage interest in the Association's insurance proceeds plus an amount equal to the Owner's percentage interest in an amount equal to the then market value of the Project, considered as a whole, excluding such insurance proceeds and less the amount of any liens against the Project or any part thereof. In the event the parties are unable to agree upon the purchase price, the price shall be determined by appraisal as follows: The Association shall select one MAI designated appraiser to act for it; within thirty (30) days of the Association's appointment of an appraiser, the selling Owners shall appoint an MAI designated appraiser to act for them; forthwith the two appraisers, acting together, shall select a third independent MAI designated appraiser by mutual agreement; and the three appraisers by a vote of the majority of the group shall determine the purchase and sale price with respect to each Owner selling hereunder. If a majority of such appraisers fail to agree, then the average of the two highest appraisals shall be deemed to be such sale price. All such purchases and sales shall be closed within sixty (60) days subsequent to the determination of the purchase and sale price as aforesaid, with the Association financing the same in accordance with Section 11.9. Within fifteen (15) days of the last such closing, the Association shall cause to be held a special meeting of Members for the purpose of securing approval of reconstruction.

- 11.8.8 Repair of Interior of Unit. Each Owner shall be responsible for the reconstruction, repair or replacement of that portion of the interior of his Unit which the Owner has installed, furnished, provided, including, but not limited to, any floor coverings, wall coverings, window shades, draperies, furniture, furnishings, decorative light fixtures, or other improvements, betterments and additions to his Unit, and all appliances located therein irrespective of whether or not such appliances are "built-in" to the Unit. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or replacement of any portion of the Project necessitated by his negligence or misuse or the negligence or misuse by his family, guests, agents, servants, employees or contractors. In the event damage to all or any part of the interior of an Owner's Unit is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of an Owner's Unit is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.
- 11.8.9 Application of Insurance Proceeds. As soon as possible after the occurrence of a casualty which causes damage to any part of the Project for which the Association has insurance coverage (hereinafter referred to as the "Casualty"), the Association shall obtain reliable and detailed cost estimates of the following:
- 11.8.9.1 The cost of restoring all damage caused by the Casualty to the Common Elements directly affecting all Owners (hereinafter referred to as the "Common Element Costs"); and

11.8.9.2 The cost of restoring that part of the damage caused by the Casualty to the Common Elements (and any other property covered by insurance carried by the Association) directly affecting less than all of the Owners (hereinafter referred to as the "Unit Costs"). All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then a special Assessment or Assessments shall be made against the Owners by the Association in the following manner:

- (i) All Owners shall be assessed, on the basis of their percentage interest in the Common Elements, for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.
- (ii) Each Owner of a damaged Unit shall be assessed an amount equal to the difference between the actual portion of estimated Unit Costs attributable to his Unit less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the numerator of which is the actual portion of the estimated Unit Costs attributable to his Unit and the denominator of which is the total of all of the estimated Unit Costs.

11.8.10 Condemnation. If all or any part of the Project is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain, the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give written notice of any such threat or proceeding to all Owners and to all Mortgagees. The expense of participating in any negotiations or proceedings by the Association shall be paid out of the Common Expenses. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid it in matters relating to such negotiations or proceedings. All damages or awards for any such taking shall be deposited with the Association and shall be applied as provided herein. In the event that an action in eminent domain is threatened or brought to condemn a portion of the Common Elements (together with or apart from any Unit), the Association, in addition to the general powers expressed herein, shall have the sole authority to determine whether to defend or revisit any such proceeding, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of such condemnation proceedings. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for a taking are determined, the damages or awards shall be paid to the Association for the accounts of each Owner and each Mortgagee as their interests may appear. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by the affirmative votes of Owners holding fifty-one percent (51%) or more of the undivided interests in the Common Elements, shall decide whether to replace or restore the Common Elements so taken or so damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Condominium Plan shall be duly amended by instrument executed by the Association on behalf of the Owners. In the event that such eminent domain proceedings result in the taking of or damage to one or more, but less than all, of the Units, then the damages and awards for such taking shall be determined for each Condominium Unit in accordance with the following provisions:

11.8.10.1 The Association shall determine which of the Units damaged by such taking may be made habitable for the purposes set forth in this Declaration, taking into account the nature of the Project and the reduced size of each Unit so damaged.

- 11.8.10.2 The Association shall determine whether it is reasonably practicable to operate the remaining Units of the Project, including those damaged Units which may be made habitable, as a Condominium Regime in the manner provided in this Declaration.
- 11.8.10.3 In the event that the Association determines that it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be made habitable, then the Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interests by all Owners, as tenants-in-common, in the percentage ownership interests previously owned by each Owner in the Common Elements.
- 11.8.10.4 In the event that the Association determines it will be reasonably practicable to operate the undamaged Units and the damaged Units which can be made habitable as a Condominium Regime, then the damages and awards made with respect to each Unit which has been determined to be capable of being made habitable shall be applied to repair and reconstruct each Unit so that it is made habitable. If the cost of the work exceeds the amount of the damages or awards, the additional funds required shall be assessed against the Owners in the same manner that funds are assessed against Owners in the event that insurance proceeds are insufficient to make necessary repairs following a fire or other casualty. With respect to those Units which may not be habitable, the award made shall be paid to the joint account of each Owner of each such Unit and the Mortgagee thereof; and the remaining portion of such Units, if any, shall become a part of the Common Elements. Upon the payment of such award for the account of such payment of such award for the account of such Owner as provided herein, such Unit shall no longer be a part of the Condominium Project, and the percentage interest in the Common Elements appurtenant to each remaining Unit which shall continue as part of the Project shall be equitably adjusted to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners.
- 11.8.10.5 If the entire Condominium Project is taken, all damages and awards shall be paid to the Association for the accounts of the Owners of Units and the Mortgagees of each such, in proportion to the percentage ownership interest in the Common Elements appurtenant to each such Unit; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the percentage interest previously owned by each Owner in the Common Elements.
- 11.8.10.6 Notwithstanding any other provision expressed herein to the contrary, no condemnation or sale in lieu thereof shall affect the priority of the lien of any Mortgagee against any Unit in the Project or against the proceeds of condemnation attributable to that Unit.
- 11.8.10.7 Notwithstanding any other provision to the contrary herein expressed, no regrouping or merging of the filial estates with the principal property shall occur until the Owners and all persons holding any encumbrance against any Unit shall have complied with Section 11 of the Texas Condominium Act.
- 11.8.10.8 This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project, in whole or in part, upon its partial or total taking, with full power of substitution in the premises.

Title to any Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All Owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead for the purpose of dealing with said Project upon its condemnation in whole or in part as is hereinafter provided. As attorney-in-fact, the Association, by and through its President or any Vice President and Secretary or any Assistant Secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers herein granted. Any repair, reconstruction or replacement made of the improvement(s) shall be to substantially the same condition existing prior to the damage, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before. The damages and awards received by reason of proceedings in eminent domain or by virtue of the threat thereof shall be available to the Association for the purposes of repair, restoration or replacement unless the Owners agree not to rebuild in accordance with the provisions hereinabove set forth. The Association shall have full authority, right and power, as attorney-in-fact, to cause any permitted or required hereunder.

Without limitation on the generality of the foregoing, the Association, as said attorney-in-fact, shall have the full power and authority to collect and remit all damages and awards arising out of any proceedings in eminent domain or out of any threat in lieu thereof, to settle and compromise any and all claims arising by reason of such proceedings or threats thereof, to collect damages and awards and to distribute the same to the Association, the Owners and their respective Mortgagees (subject to provisions hereof) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Owners, the Association and the Project as shall be necessary or convenient to the accomplishment of the foregoing; and any condemning authority may deal exclusively with the Association in regard to such matters. The Association, however, shall not be responsible for any damages or awards respecting the taking of any contents or the interior of any Unit which are not a part of the Common Elements of the Project.

- 11.8.11 Personal Liability Insurance. In addition to the master policies which the Association shall carry, the Board shall have the power to require each Owner, at his sole cost and expense, to carry personal liability insurance covering damage to property or injury to the person of others within the Project resulting from negligence of the Owner or his agents, tenants, guests or invitees, in an amount up to, and including, One Hundred Thousand Dollars (\$100,000.00) for each occurrence.
- 11.9 Financing of Purchase of Unit by Association. In the event the Association should acquire a Unit at foreclosure or pursuant to Section 11.8.7.4, such acquisition by the Association may be made from the working capital of the Association and common charges in the hands of the Association, or if such funds are insufficient, the Association may levy a special Assessment or Assessments against each Owner in proportion to his Common Interest, as a Common Expense, or the Association, in its discretion, may borrow money to finance the acquisition of such Unit, provide, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the interest in the Common Elements appurtenant thereto, so to be acquired by the Association.
- 11.10 Limitation of Restrictions on Declarant. Declarant is, or may after the Effective Date hereof be, performing certain work in connection with the construction of improvements on the Property, including any additional Phase or Phases hereafter annexed to and made a part of the Regime. The completion of that work and

the sale, rental, and other disposition of said Units is essential to the establishment and welfare of the Project as a residential community. In order that said work may be completed and said Project be established as a fully occupied residential community as rapidly as possible, nothing in this Declarant shall be understood or construed to:

- 11.10.1 Prevent Declarant, its contractors, or subcontractors from doing on or to the Project or any Unit, whatever is reasonably necessary or advisable in connection with the completion of the work; or
- 11.10.2 Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Project as a residential community and disposing of the same in parcels by sale, lease or otherwise; or
- 11.10.3 Prevent Declarant from maintaining such sign or signs on any part of the Project as may be necessary for the sale, lease or disposition thereof.

So long as Declarant owns one or more of the Units established and described in this Declaration (and except as otherwise specifically provided herein), Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.

- 11.11 Termination of Any Responsibility of Declarant. Declarant may at any time or from time to time, sell, assign or transfer all or any part of its rights hereunder and/or its rights, title and interest in the Project to any Person or Persons who shall thereafter have such rights and powers of Declarant as are contained in the Project Documents and so transferred or assigned. In the event Declaration shall convey all of its right, title and interest in and to the Project to any Person or Persons, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such Person or Persons shall be obligated to perform all such duties and obligations of the Declarant.
- 11.12 Owners' Compliance. Each Owner, tenant or occupant of a Unit and their guests and invitees shall comply with the provisions of the Project Documents and all lawful decisions and resolutions of the Association or its duly authorized representative, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action by the Association to recover sums due for damages (including costs and reasonable attorney's fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or in the Bylaws, shall be deemed to be binding on all Owners, their successors and assigns.
- 11.13 Legal Intent. It is the intent of Declarant, the Association and the Owners that the Project Documents be in strict compliance with applicable usury laws. In furtherance thereof, said parties stipulate and agree that none of the terms and provisions contained in the Project Documents shall ever be construed to create a contract to pay for the use, forbearance or detention of money, interest at a rate in excess of the maximum interest rate permitted to be charged by applicable laws of the State of Texas or the United States of America. The Owners or other parties now or hereafter becoming liable for payment of sums owing under the terms of the Project Documents shall never be liable for unearned interest on any said sums and shall never be required to pay interest at a rate in excess of the maximum interest that may be lawfully charged under applicable laws of the State of Texas or the United States of America, and the provisions of this Section shall control over all other provisions of the Project Documents in conflict herewith. In the event that the Declarant, the Association or any of its designated agents shall collect monies which are deemed to constitute interest at a rate in excess of that permitted to be charged by applicable laws of the State of Texas or the United States of America, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Owner or other party so paying said monies upon such determination.



- 11.14 Conflict of Project Documents. If there is any conflict among or between the Project Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given to Project Documents in the following order: Map; Articles; Bylaws; and Rules and Regulations of the Association.
- 11.15 Term of Declaration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and the Project, and shall inure to the benefit of and shall be enforceable by the Association, its respective legal representatives, successors-in-interest and permitted assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument, signed by all of the then Owners and all of the Mortgagees, has been recorded, agreeing to change said covenants, conditions, and restrictions in whole or in part.
- 11.16 Value of Votes of Owners. Whenever this Declaration requires the consent or vote or approval of Owners holding a percentage of the undivided interest in the Common Elements, the value of the vote (whether at a meeting of the Association or by way of an act of consent or by way of any act of approval) shall equal the Common Interest assigned to each of such Owner's Unit as provided in this Declaration.
- 11.17 Limited Obligations of Declarant. Notwithstanding any provisions to the contrary expressed in Article VI above or in any other Article of this Declaration, no Unit owned by Declarant shall be subjected to any Assessment lien nor shall Declarant be personally liable for the payment of any Assessment made hereunder until the earlier of the following of dates: the first day of the calendar month next following the first Annual Meeting of the Association or the first day of the calendar month next following the expiration of seven (7) years after the effective date of this Declaration, and then only with respect to Assessments becoming due and payable on and after such earlier date. However, until the earlier of such dates, the Declarant shall be obligated to pay, as needed, any deficit or shortage that may arise in connection with the operations of the Association. The duty of Declarant to underwrite such deficit or shortage shall not be construed as a covenant of indemnity against injuries sustained by persons or property, losses which occur by reason of fire or flood or other casualty, losses caused by theft, embezzlement and like misdeeds not committed by Declarant, or any other cost or expense incurred outside of the scope of the ordinary and customary activities of the Association; instead, Declarant's responsibilities under this Section shall be limited to the payment of costs and expenses of paying for property and services which exceed the amount or amounts incorporated therefore in any budget adopted by the Association.

The undersigned, being the Declarant herein, has executed this Declaration on the \_\_\_\_\_ day of \_\_\_\_\_, 1982.

AUSTIN-INDY CORPORATION,  
Declarant

By: \_\_\_\_\_  
LARRY C. NELSON,  
Its President

ATTEST:

\_\_\_\_\_  
JIMMIE LEE NELSON,  
Its Secretary

STATE OF TEXAS \*

COUNTY OF TRAVIS \*

BEFORE ME, the undersigned authority, on this day personally appeared LARRY C. NELSON, the President of AUSTIN-INDY CORPORATION, known to me to be the person whose name is subscribed to

the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 1982.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires:

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
NOTARY SEAL

Non-Official Copy

**EXHIBIT "A"**

**FIELD NOTES**

**TRAVIS OAKS CONDOMINIUMS**

2.238 Acres

Field Notes for 2.238 acres of land out of the Issac Decker League same also being out of Lot 1, Larry Nelson Subdivision, a Subdivision recorded in Plat Book 80, Page 154, Plat Records of Travis County, Texas.

BEGINNING at the most southerly northwest of said Lot 1, said point also being on the south R.O.W. line of Post Road.

THENCE with the southwest lines of said Lot 1 the following nine (9) courses:

- (1) S 57°09' E, 100.25 feet.
- (2) S 60°32' E, 58.81 feet.
- (3) S 59°42' E, 24.94 feet.
- (4) S 58°14' E, 24.94 feet.
- (5) S 57°19' E, 24.94 feet.
- (6) S 56°00' E, 90.94 feet.
- (7) S 55°13' E, 49.96 feet.
- (8) S 54°27' E, 192.80 feet.
- (9) S 52°30' E, 218.71 feet being the southeast corner of said Lot 1.

THENCE with the southeast line of said Lot 2 the following two (2) courses:

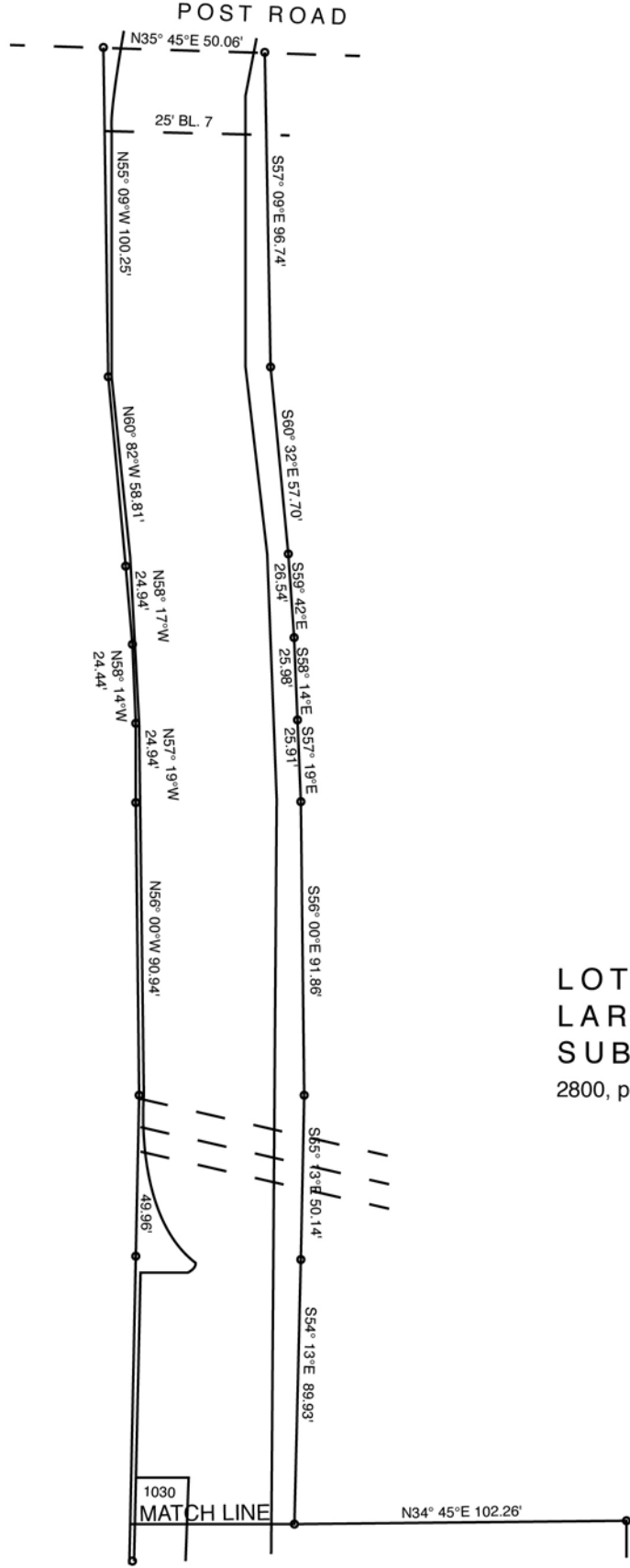
- (1) N 48°39' W, 169.60 feet.
- (2) N 56°32' W, 23.00 to the southwest corner of said Lot 2.

THENCE the following twelve (12) courses:

- (1) N 55°15' W, 169.60 feet.
- (2) S 34°45' W, 88.60 feet.
- (3) N 55°15' W, 71.90 feet.
- (4) S 34°45' W, 102.26 feet.
- (5) N 54°27' W, 83.93 feet.
- (6) N 55°13' W, 50.64 feet.
- (7) N 56°00' W, 91.86 feet.
- (8) N 57°19' W, 25.91 feet.
- (9) N 58°14' W, 25.98 feet.
- (10) N 59°42' W, 25.94 feet.
- (11) N 60°32' W, 57.70 feet.
- (12) N 57°09' W, 96.24 to a point on the south R.O.W. line of Post Road.

THENCE S 35°45' W, with the south R.O.W. line of Post Road, 50.6 to the PLACE OF BEGINNING and containing 2.238 acres of land.

TRAVIS OAKS CONDOMINIUMS  
 out of Lot 1,  
 LARRY NELSON SUBD.



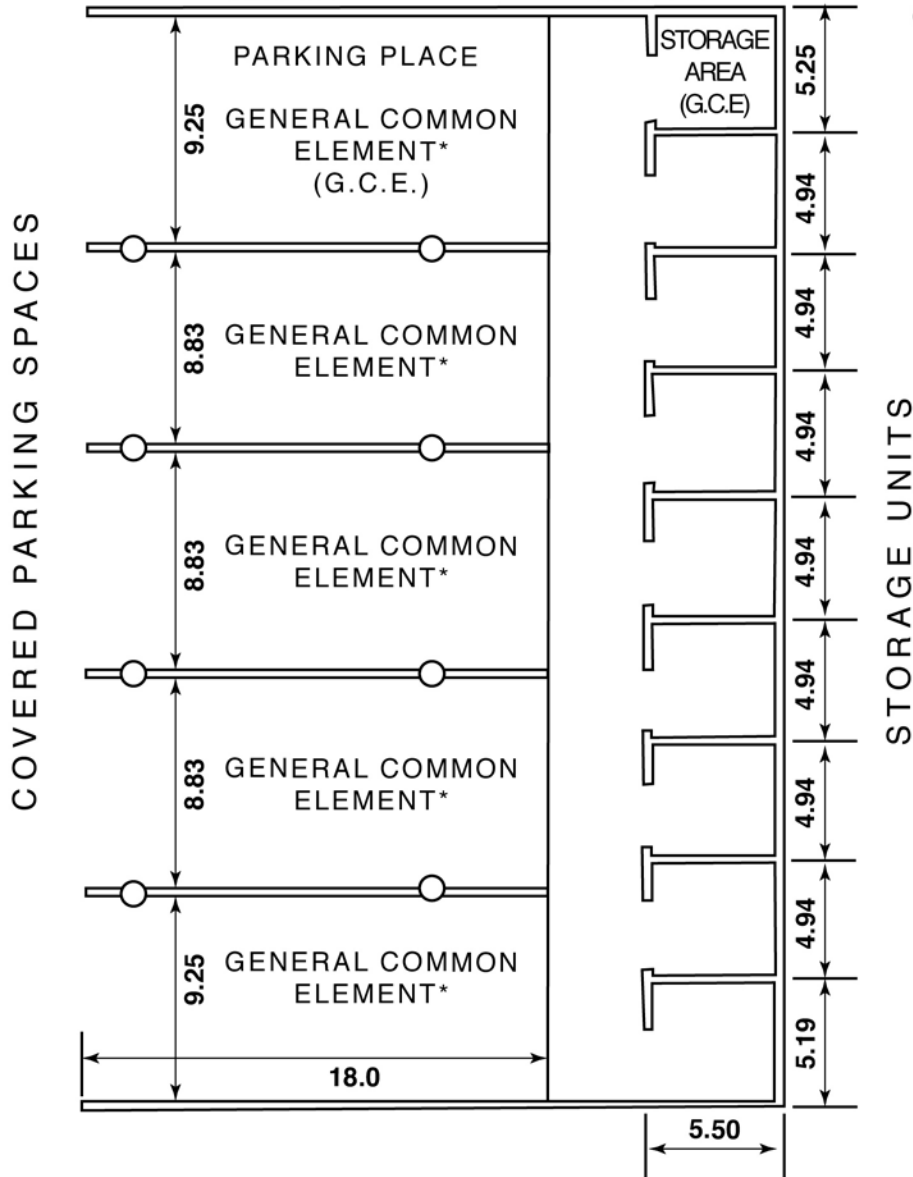
LOT 1  
 LARRY NELSON  
 SUBDIVISION  
 2800, pg. 154

EXHIBIT "B"  
 (Page 1 of 23)

(UNIT 2036)  
ABOVE

(UNIT 2035)  
ABOVE

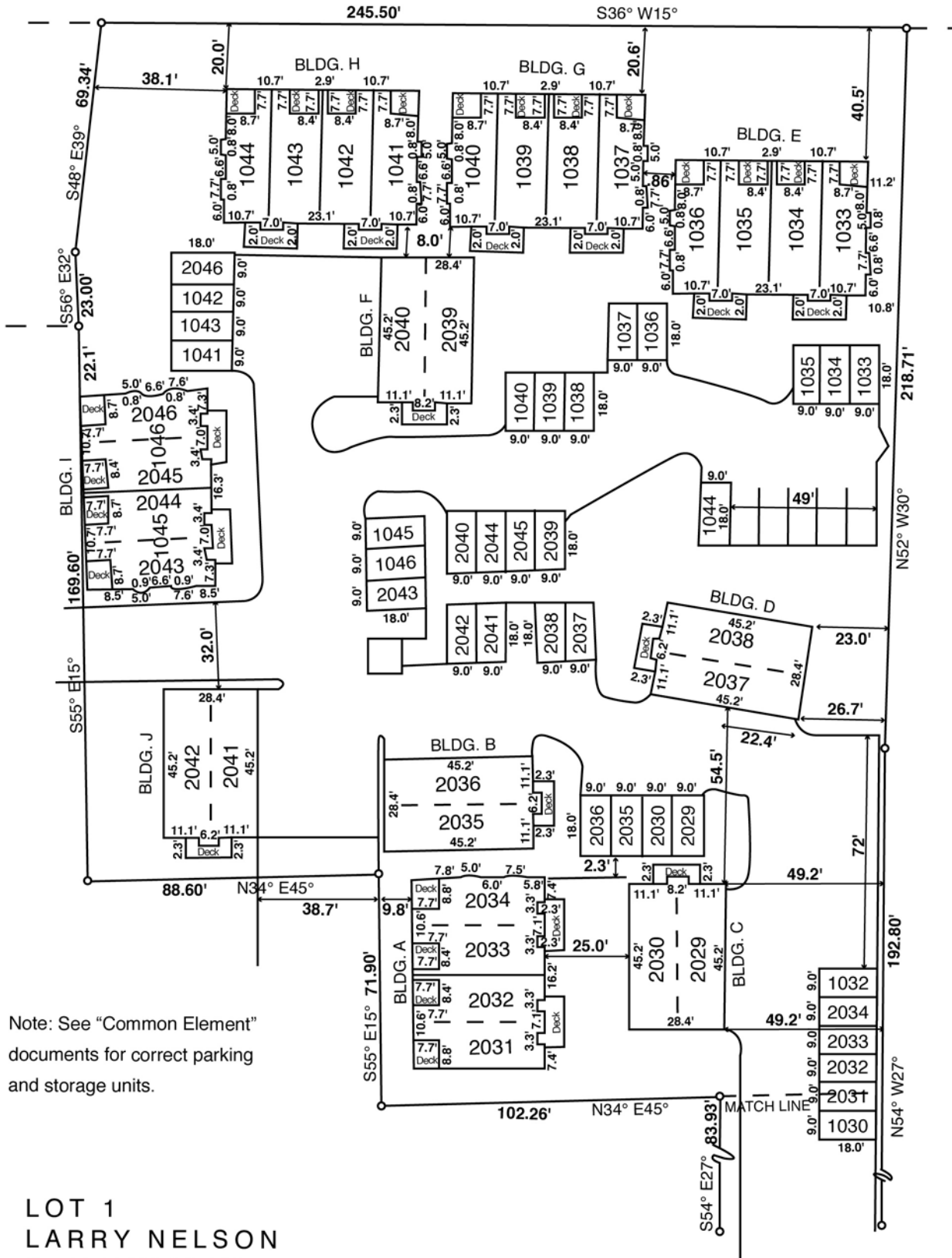
EXHIBIT "B"  
(Page 3 of 23)



### "LIMITED COMMON ELEMENT" ASSIGNMENTS

**\*MOST, IF NOT ALL, SUCH PARKING PLACES & STORAGE  
WILL BE DESIGNATED AS LIMITED COMMON ELEMENTS  
AS UNITS ARE SOLD BY DECLARANT.**

NOTE: STORAGE UNIT NUMBERS 8 & 9 ARE TO BE GENERAL COMMON ELEMENTS. EACH SUCH STORAGE UNIT MAY BE DESIGNATED AS A LIMITED COMMON ELEMENT WHEN FUTURE PHASES OF THE REGIME ARE ANNEXED HERETO.



Note: See "Common Element" documents for correct parking and storage units.

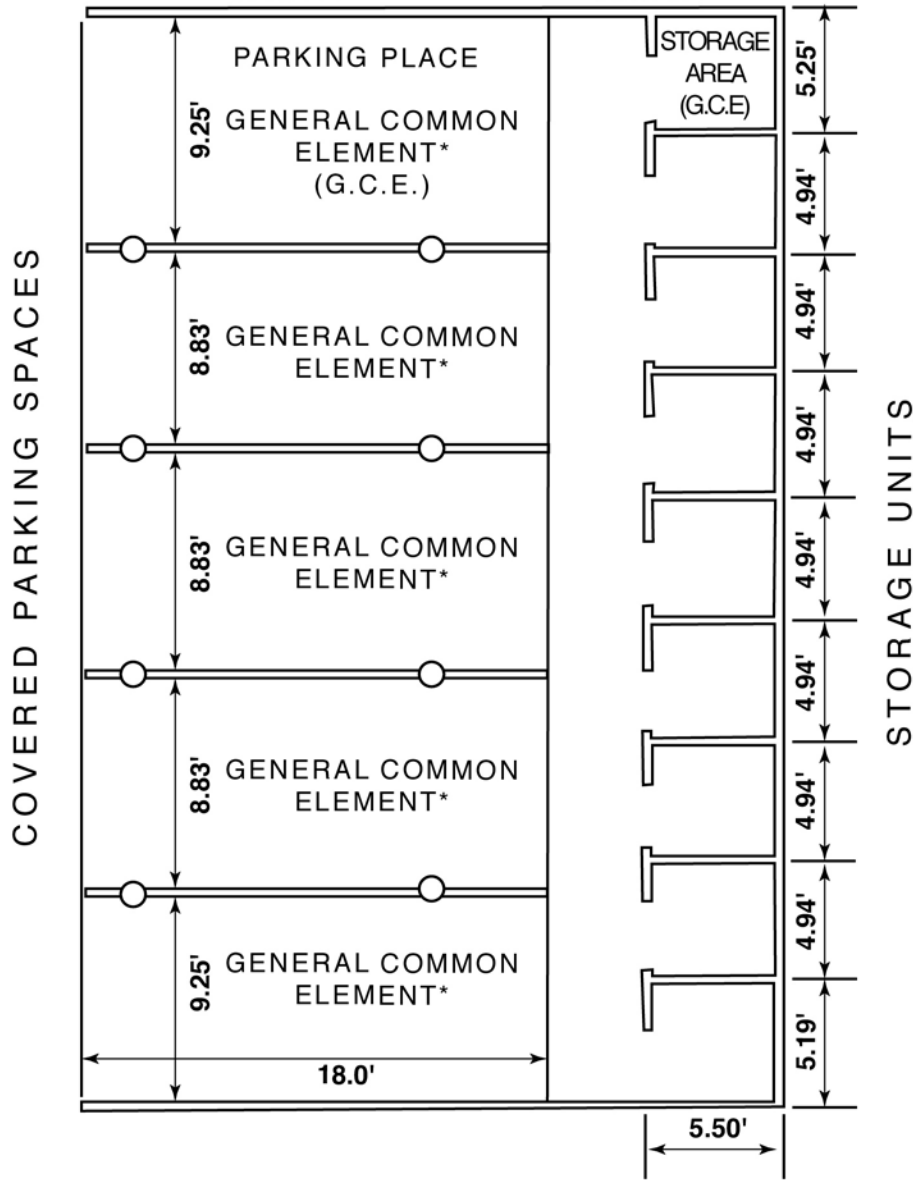
**LOT 1  
LARRY NELSON  
SUBDIVISION**

2800, pg. 154

(UNIT 2029)  
ABOVE

(UNIT 2030)  
ABOVE

EXHIBIT "B"  
(Page 4 of 23)



### "LIMITED COMMON ELEMENT" ASSIGNMENTS

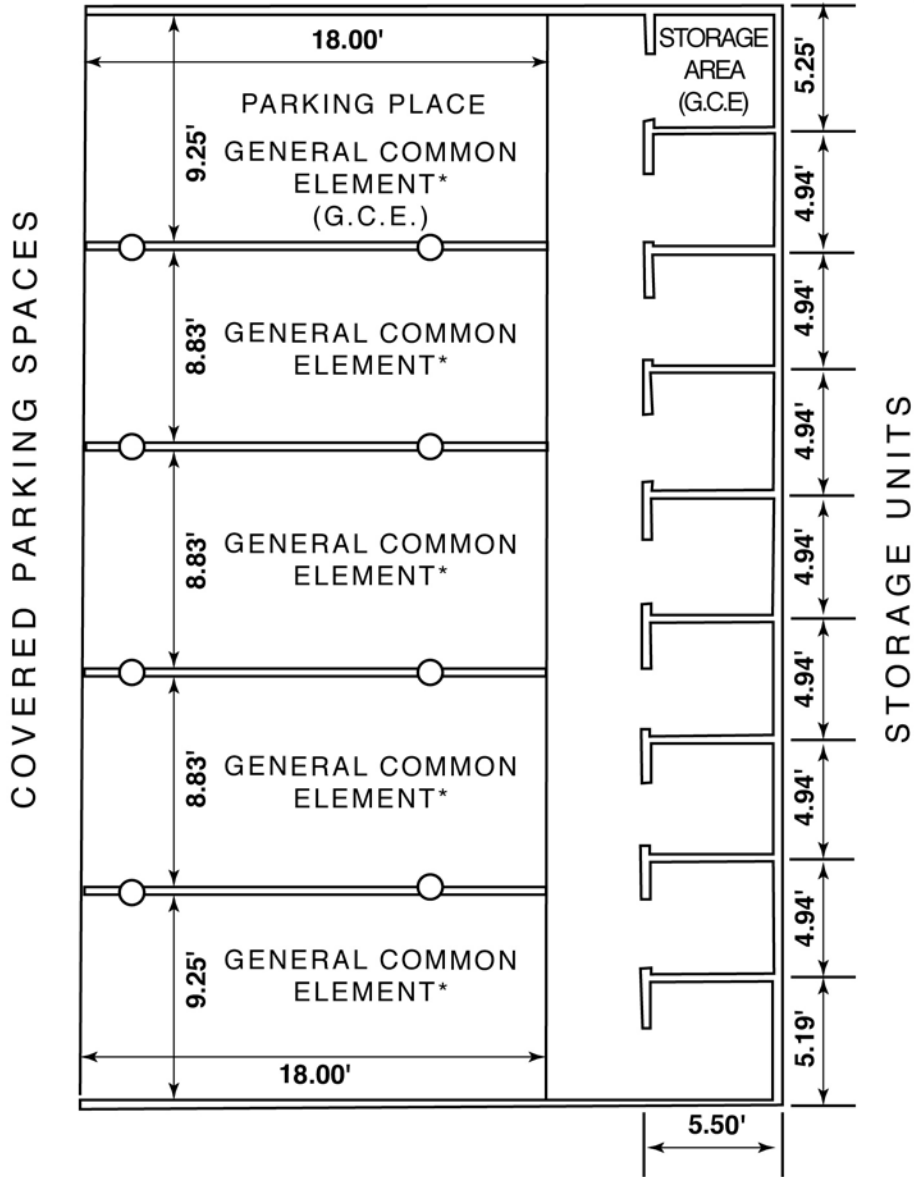
**\*MOST, IF NOT ALL, SUCH PARKING PLACES & STORAGE  
WILL BE DESIGNATED AS LIMITED COMMON ELEMENTS  
AS UNITS ARE SOLD BY DECLARANT.**

NOTE: STORAGE UNIT NUMBERS 1, 2, 3, 4, 5, & 6 ARE TO BE  
GENERAL COMMON ELEMENTS. EACH SUCH STORAGE UNIT  
MAY BE DESIGNATED AS A LIMITED COMMON ELEMENT WHEN  
FUTURE PHASES OF THE REGIME ARE ANNEXED HERETO.

(UNIT 2037)  
ABOVE

(UNIT 2038)  
ABOVE

EXHIBIT "B"  
(Page 5 of 23)



**"LIMITED COMMON ELEMENT"  
ASSIGNMENTS**

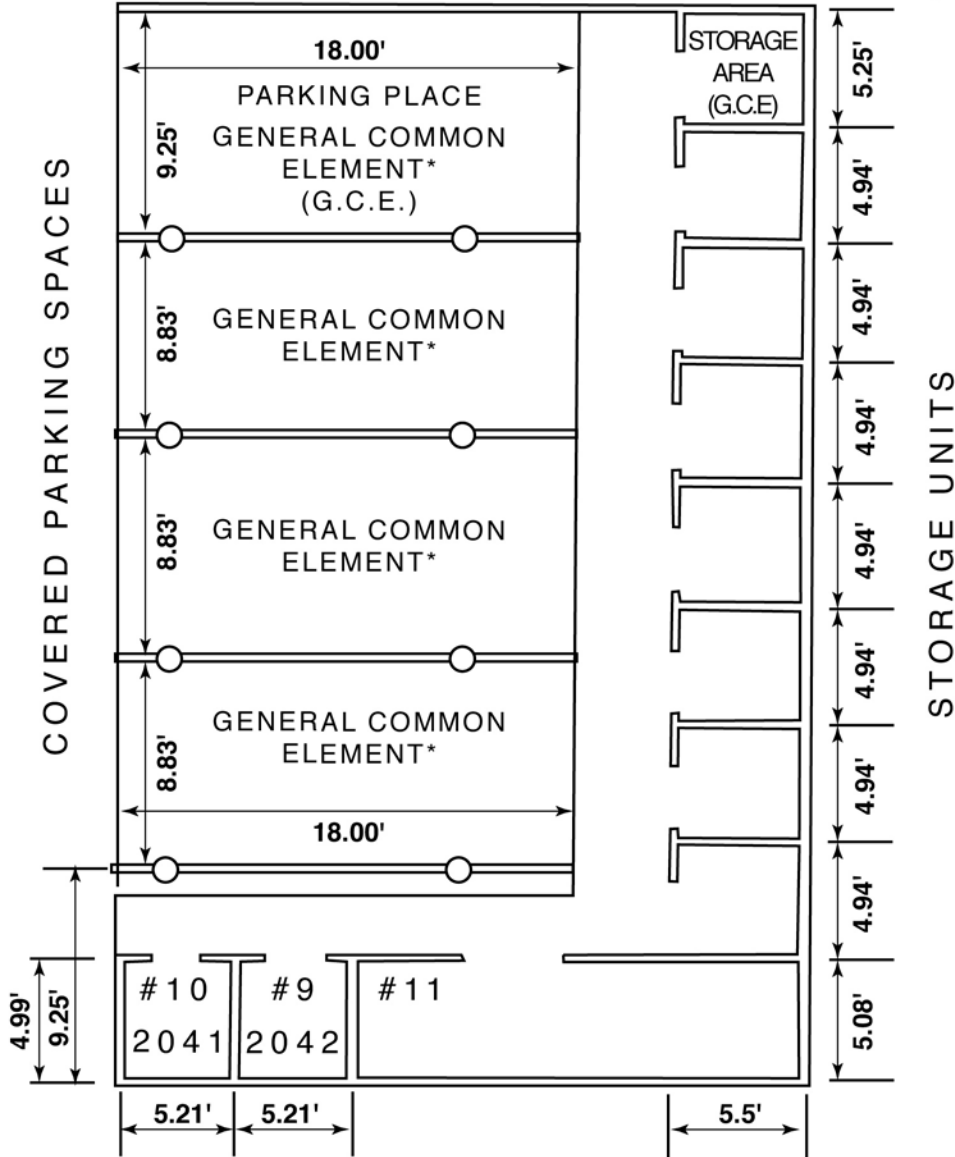
**\*MOST, IF NOT ALL, SUCH PARKING PLACES & STORAGE  
WILL BE DESIGNATED AS LIMITED COMMON ELEMENTS  
AS UNITS ARE SOLD BY DECLARANT.**



(UNIT 2040)  
ABOVE

(UNIT 2039)  
ABOVE

EXHIBIT "B"  
(Page 6 of 23)



### "LIMITED COMMON ELEMENT" ASSIGNMENTS

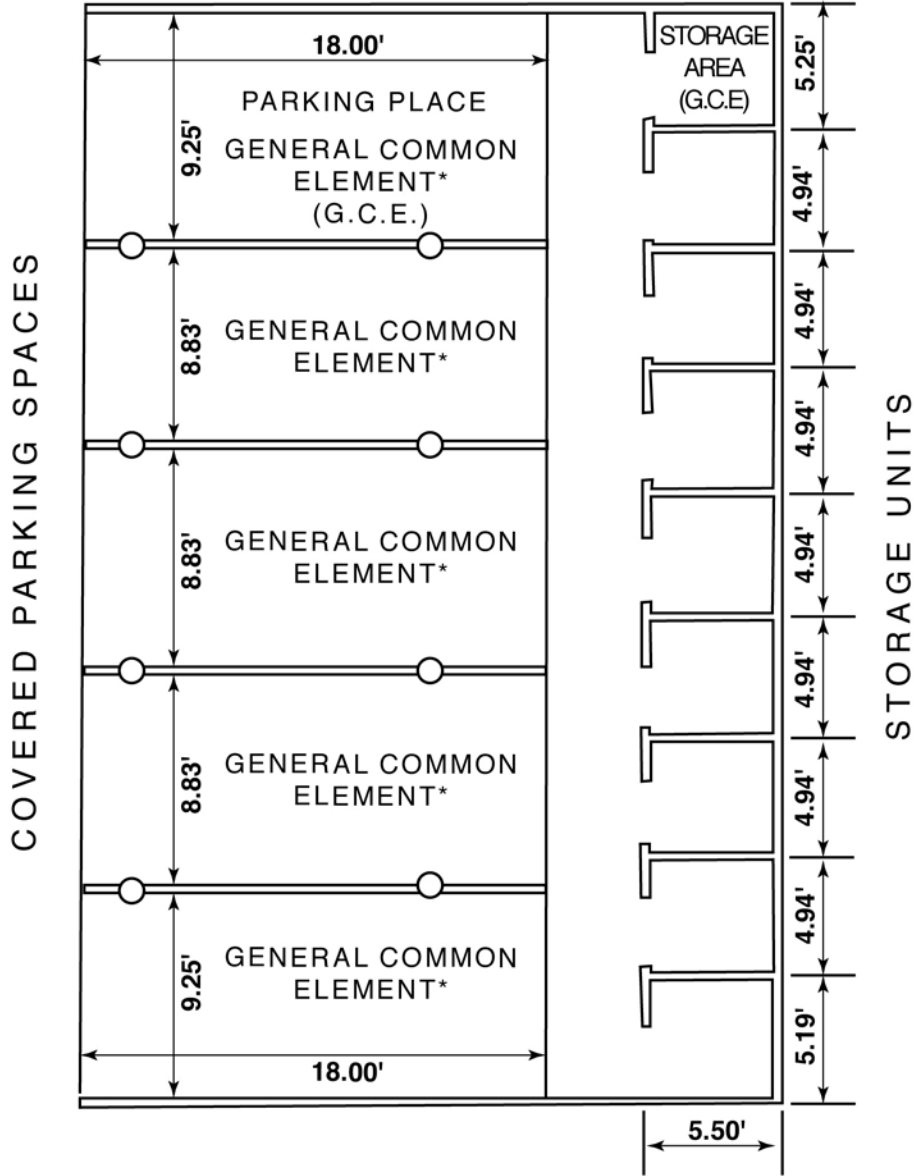
**\*MOST, IF NOT ALL, SUCH PARKING PLACES & STORAGE  
WILL BE DESIGNATED AS LIMITED COMMON ELEMENTS  
AS UNITS ARE SOLD BY DECLARANT.**

NOTE: STORAGE UNIT NUMBER 11 IS A GENERAL COMMON ELEMENTS. THIS STORAGE UNIT MAY BE DESIGNATED AS A LIMITED COMMON ELEMENT WHEN FUTURE PHASES OF THE REGIME ARE ANNEXED HERETO.

(UNIT 2037)  
ABOVE

(UNIT 2038)  
ABOVE

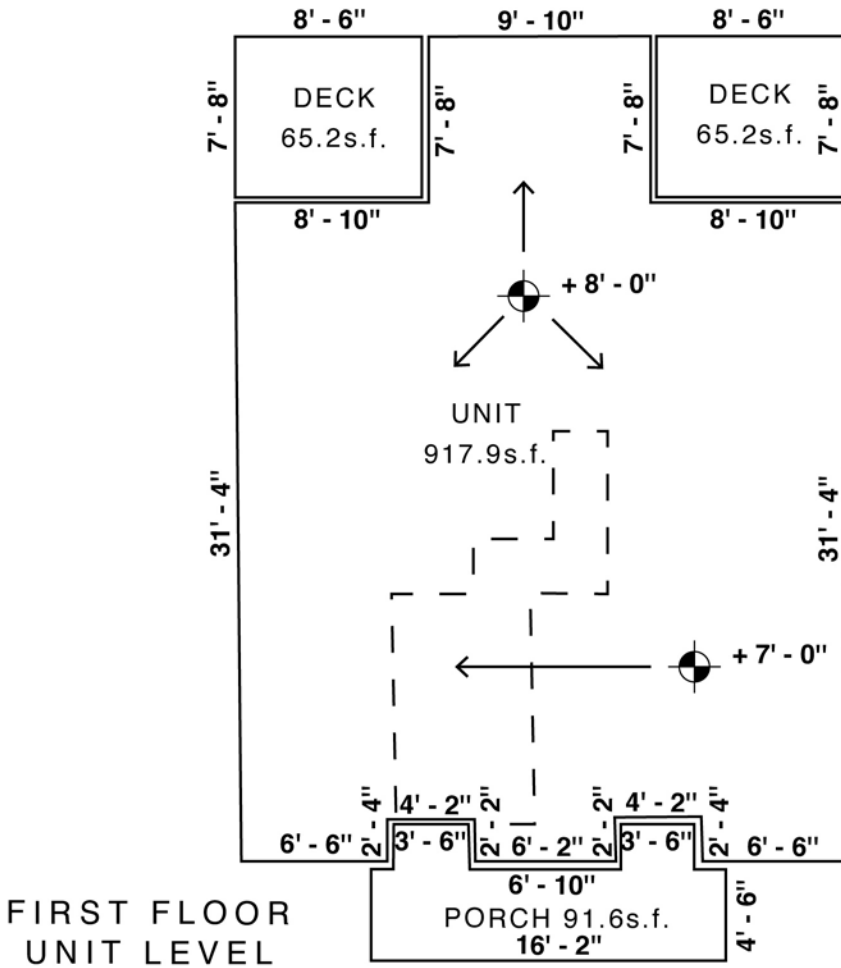
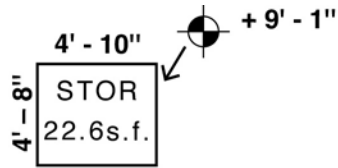
EXHIBIT "B"  
(Page 7 of 23)



### "LIMITED COMMON ELEMENT" ASSIGNMENTS

**\*MOST, IF NOT ALL, SUCH PARKING PLACES & STORAGE WILL BE DESIGNATED AS LIMITED COMMON ELEMENTS AS UNITS ARE SOLD BY DECLARANT.**

NOTE: STORAGE UNIT NUMBERS 1, 2, 3, AND 4 ARE TO BE GENERAL COMMON ELEMENTS. EACH SUCH STORAGE UNIT MAY BE DESIGNATED AS A LIMITED COMMON ELEMENT WHEN FUTURE PHASES OF THE REGIME ARE ANNEXED HERETO.



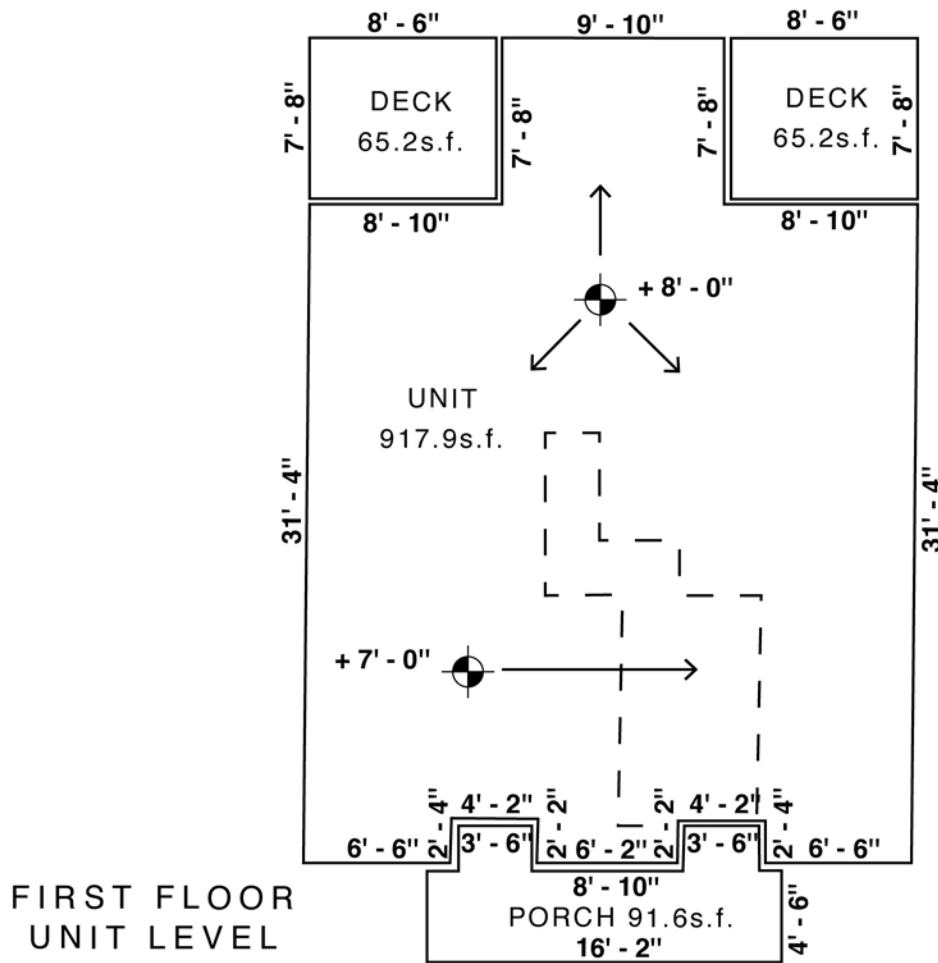
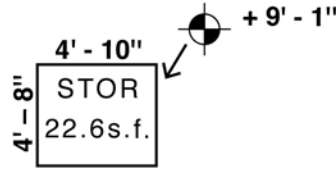
FIRST FLOOR  
 UNIT LEVEL

(2 - 916 s.f. UNITS ABOVE)

PORCH & STORAGE TO BE "LIMITED COMMON ELEMENTS"

☉ - CEILING ELEV. FROM FIN. FLOOR

UNIT 917.9s.f.  
 DECKS 130.4s.f.  
 PORCH 91.6s.f.



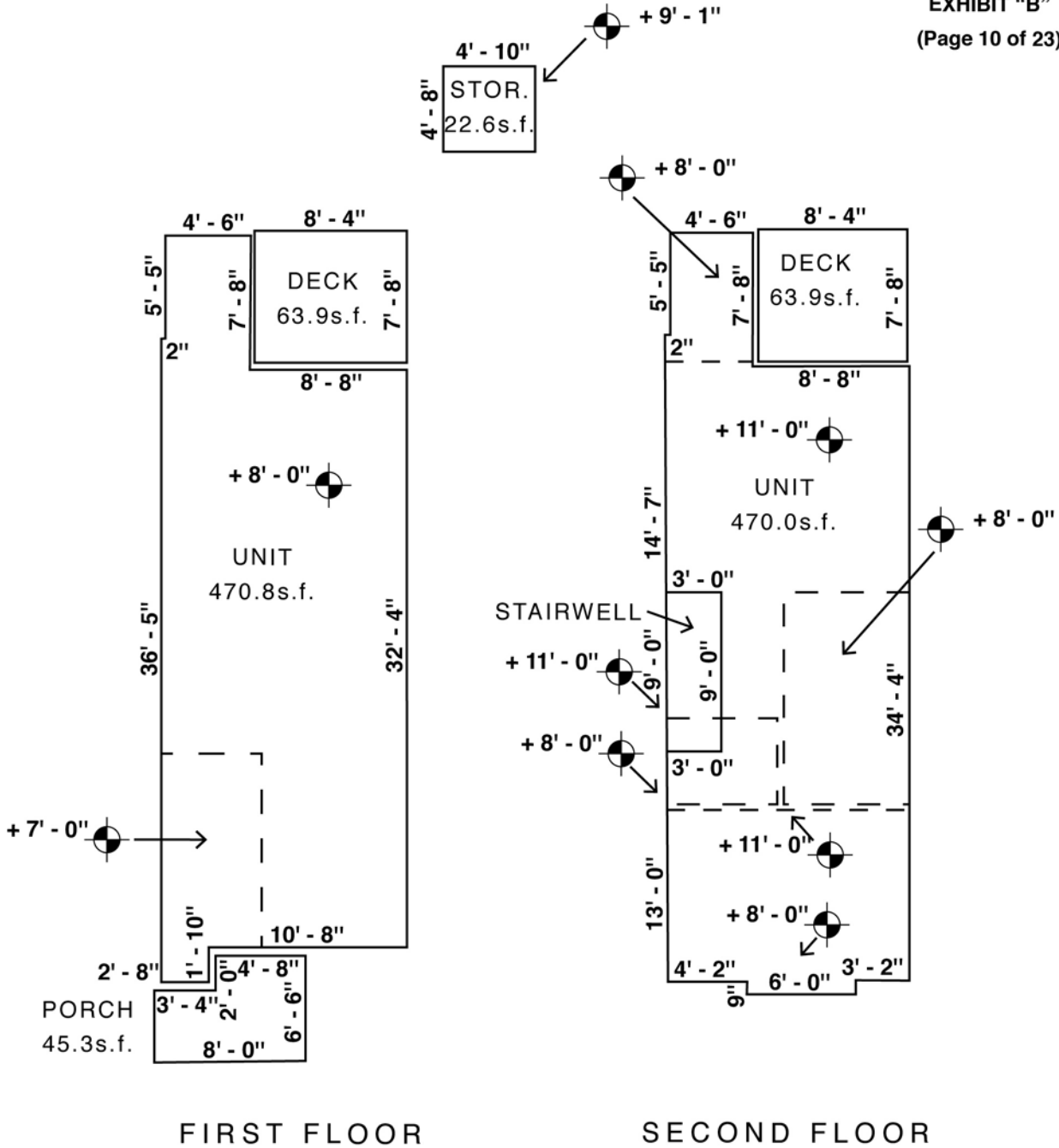
FIRST FLOOR  
 UNIT LEVEL

(2 - 916 s.f. UNITS ABOVE)

PORCH & STORAGE TO BE "LIMITED COMMON ELEMENTS"

 - CEILING ELEV. FROM FIN. FLOOR

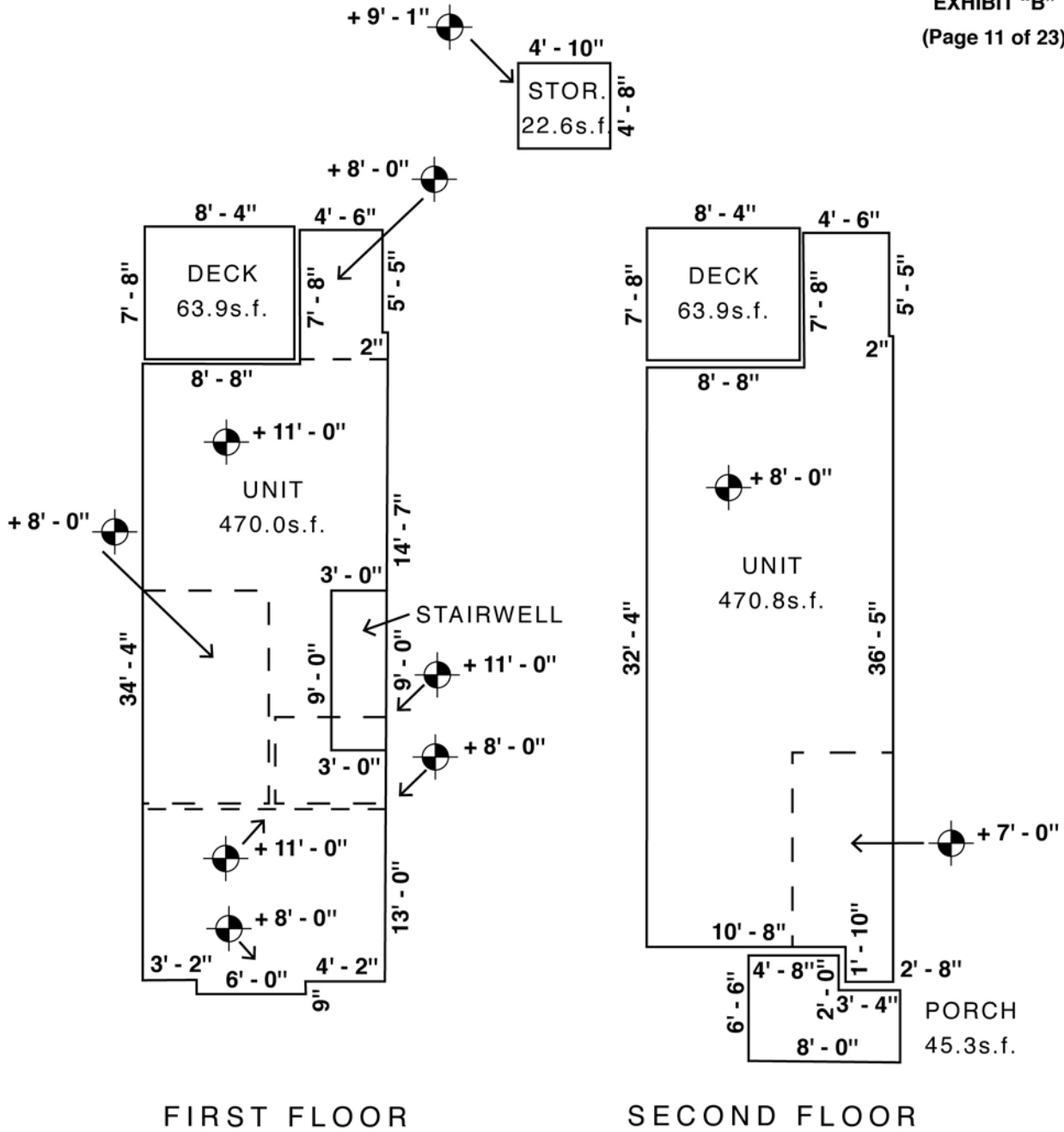
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 PORCH 91.6 s.f.



PORCH & STORAGE TO BE "LIMITED COMMON ELEMENTS"

⊗ - CEILING ELEV. FROM FIN. FLOOR

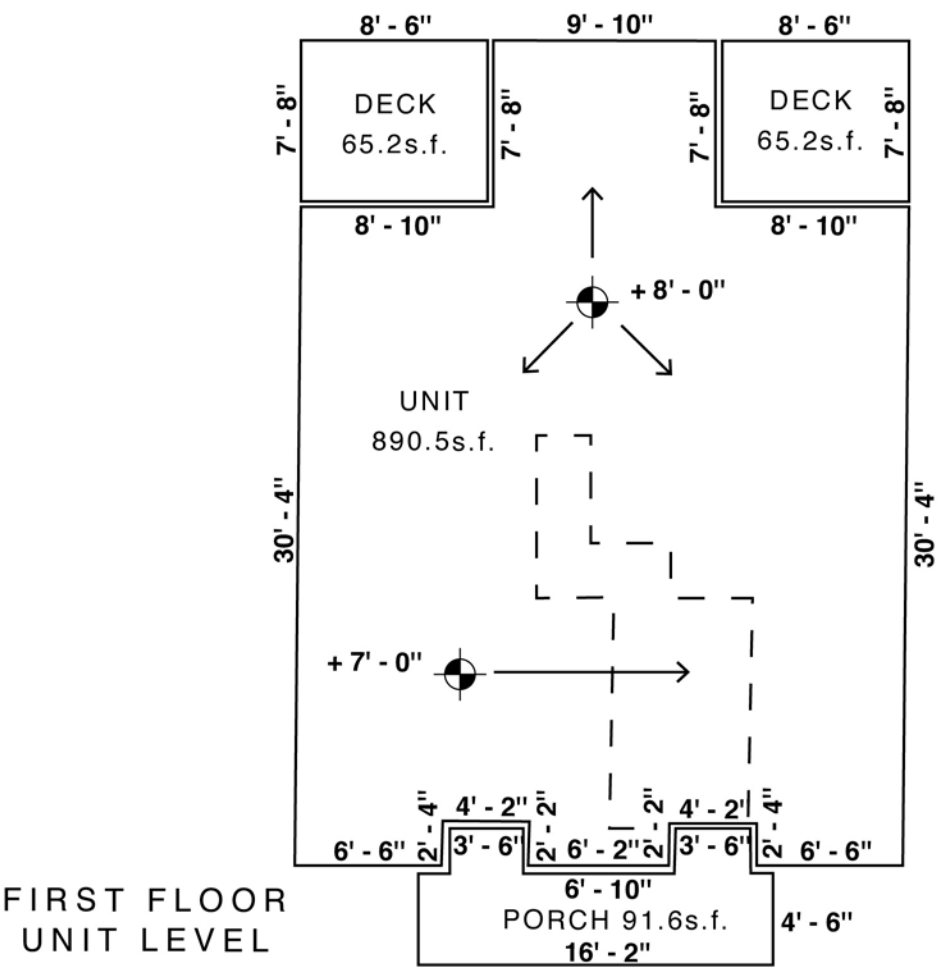
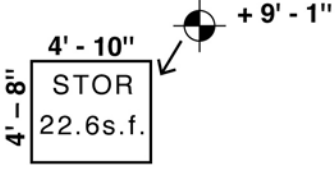
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 DECKS 127.8 s.f.  
 PORCH 45.3 s.f.  
 STOR. 22.6 s.f.



PORCH & STORAGE TO BE "LIMITED COMMON ELEMENTS"

 - CEILING ELEV. FROM FIN. FLOOR

UNIT 940.8s.f.  
 DECKS 127.8s.f.  
 PORCH 45.3s.f.  
 STOR. 22.6s.f.



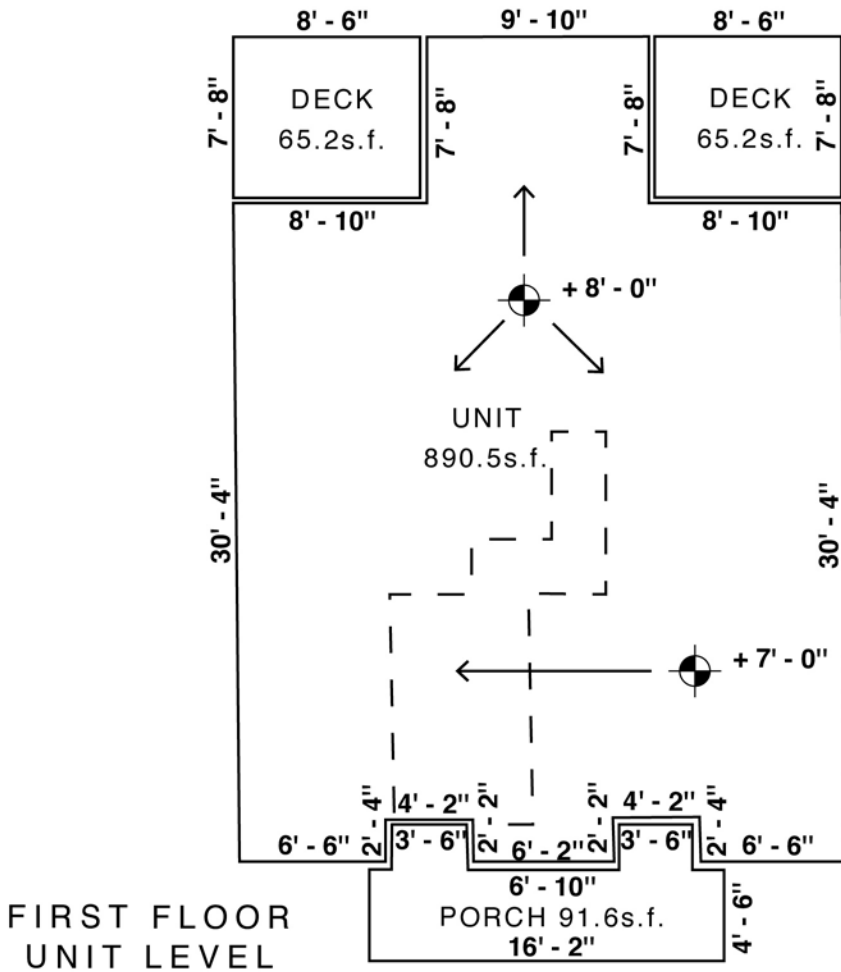
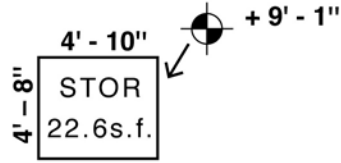
FIRST FLOOR  
 UNIT LEVEL

(2 - 664.8 s.f. UNITS ABOVE)

PORCH & STORAGE TO BE "LIMITED COMMON ELEMENTS"


- CEILING ELEV. FROM FIN. FLOOR

UNIT	890.5 s.f.
DECKS	130.4 s.f.
PORCH	91.6 s.f.
STOR.	22.6 s.f.



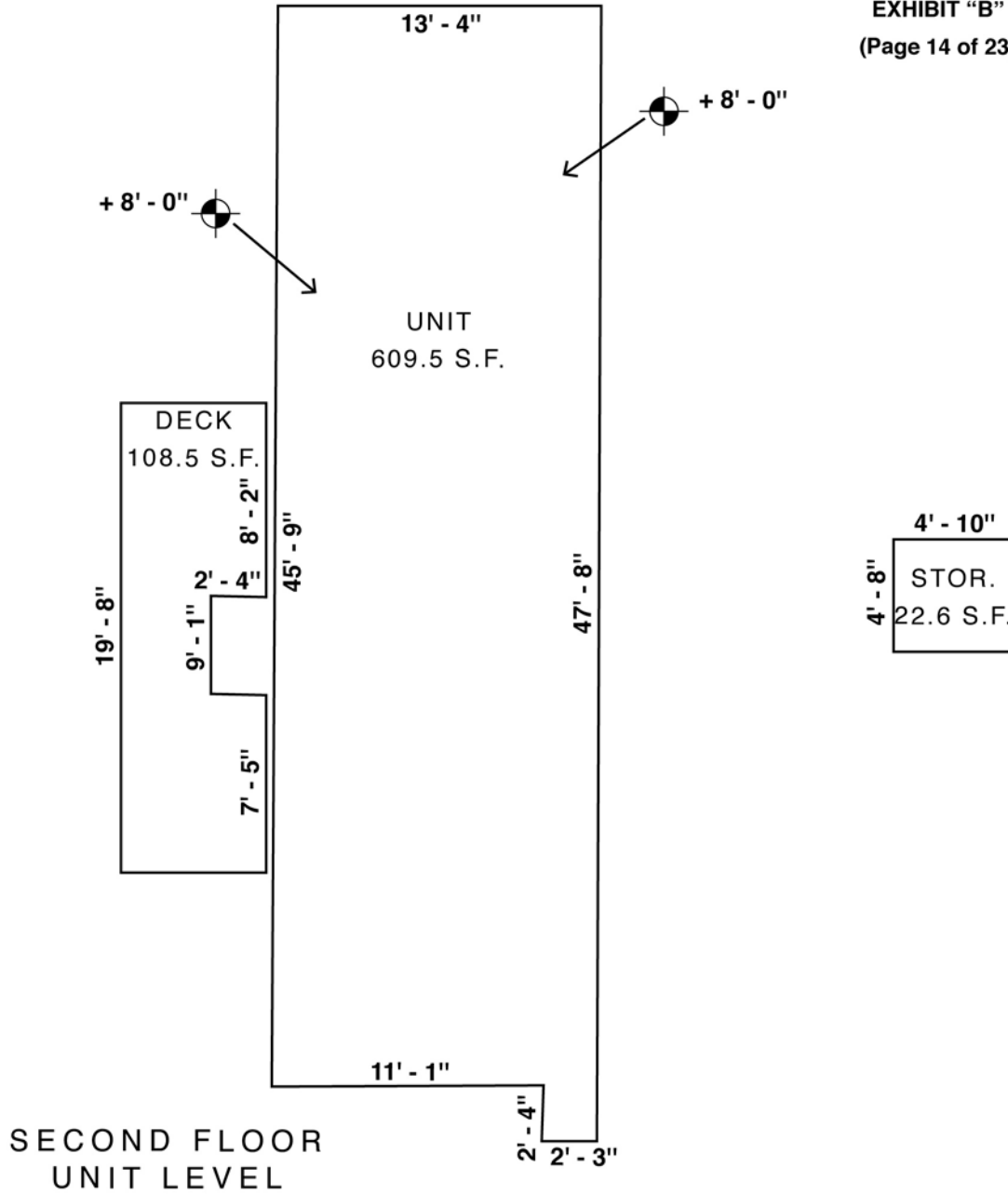
(2 - 684.8 s.f. UNITS ABOVE)

PORCH & STORAGE TO BE "LIMITED COMMON ELEMENTS"

 - CEILING ELEV. FROM FIN. FLOOR

UNIT 890.5s.f.  
 DECKS 130.4s.f.  
 PORCH 91.6s.f.

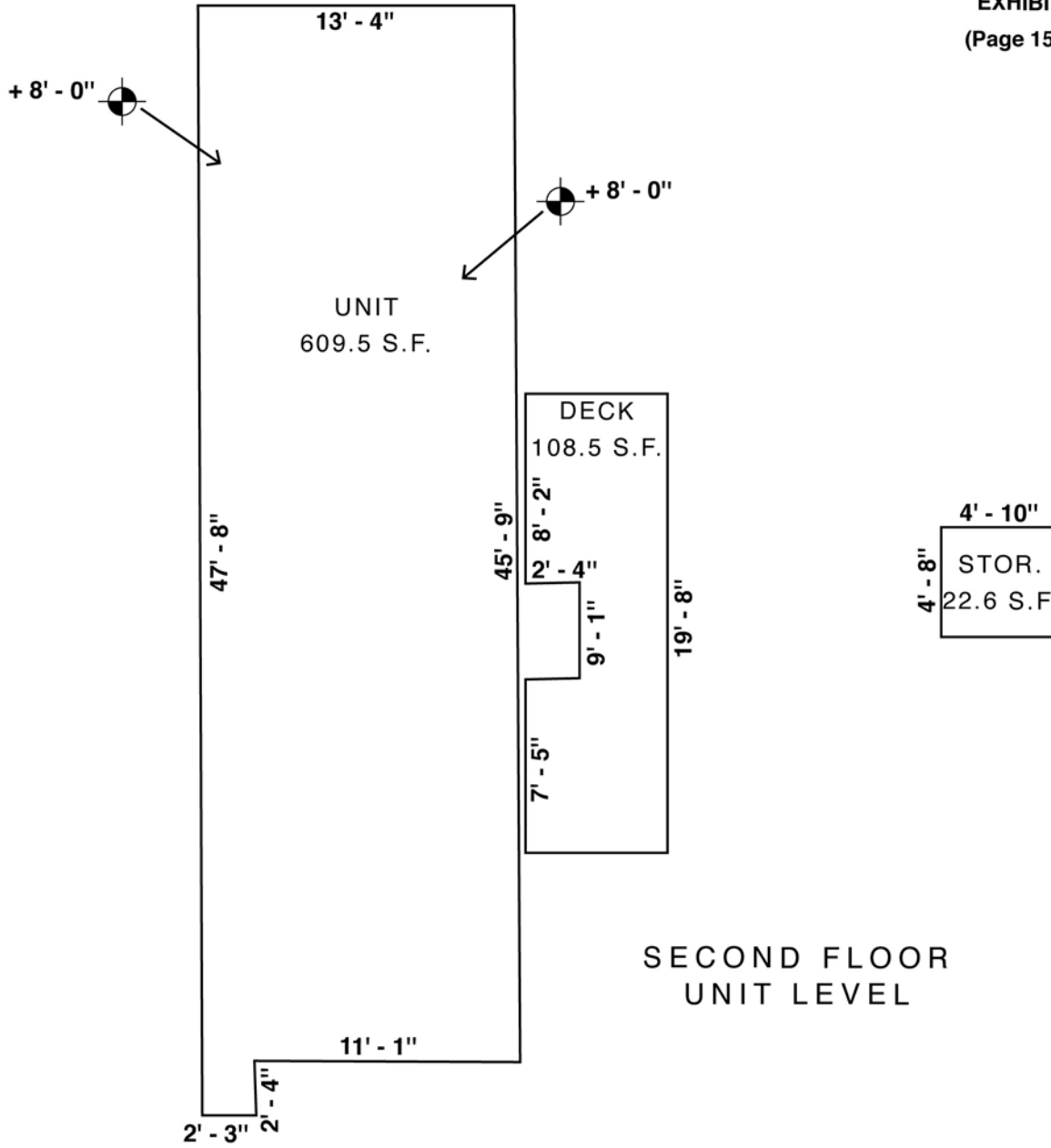




(FIVE PARKING SPACES UNDERNEATH)  
 STORAGE TO BE LIMITED COMMON ELEMENT

 - CEILING ELEV. FROM FIN. FLOOR

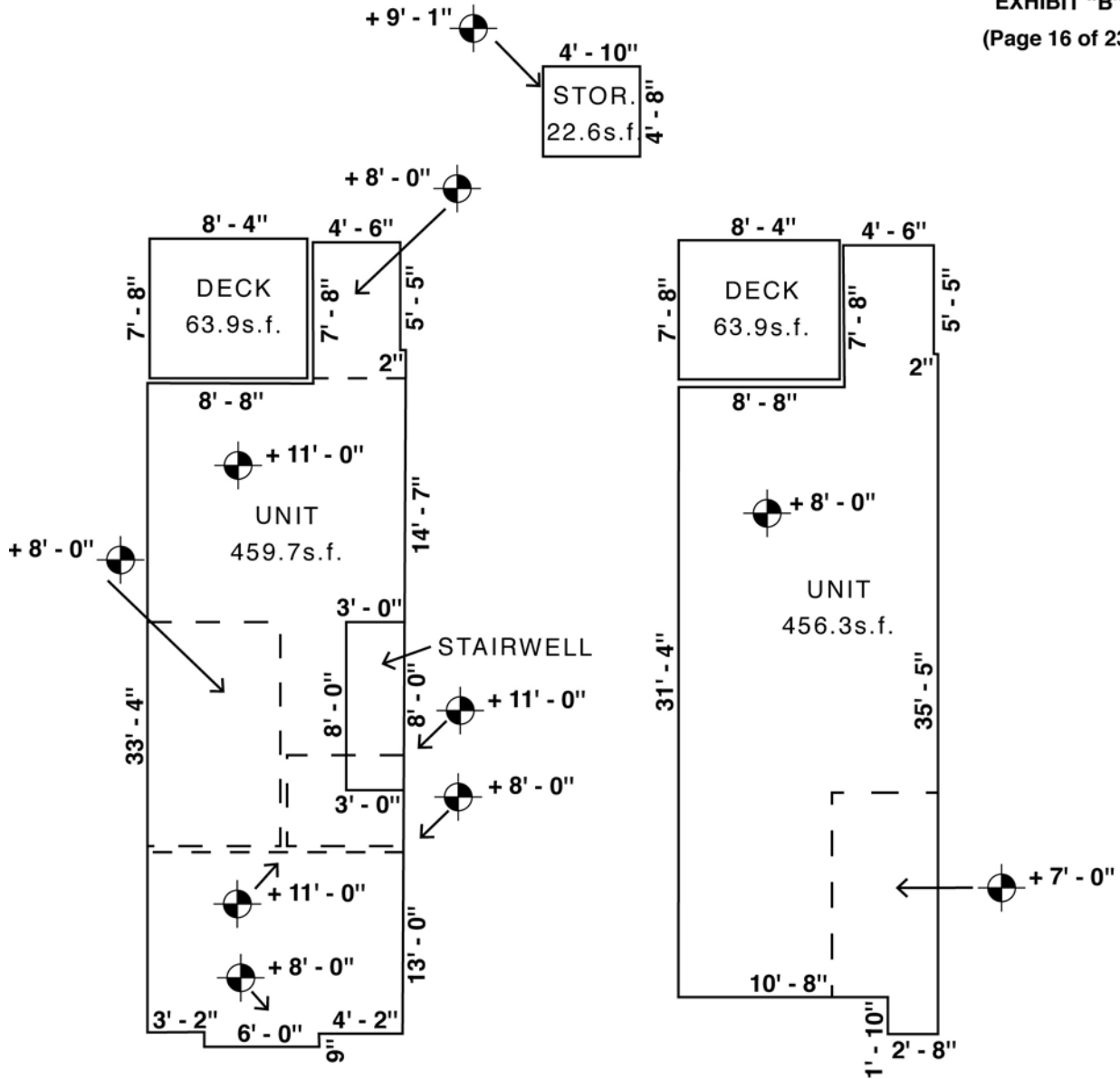
UNIT 609.5 S.F.  
 DECK 108.5 S.F.  
 STORAGE 22.6 S.F.



(FIVE PARKING SPACES UNDERNEATH)  
STORAGE TO BE LIMITED COMMON ELEMENT

 - CEILING ELEV. FROM FIN. FLOOR

UNIT 609.5 S.F.  
DECK 108.5 S.F.  
STORAGE 22.6 S.F.



THIRD FLOOR-  
 UNIT 2ND LEVEL

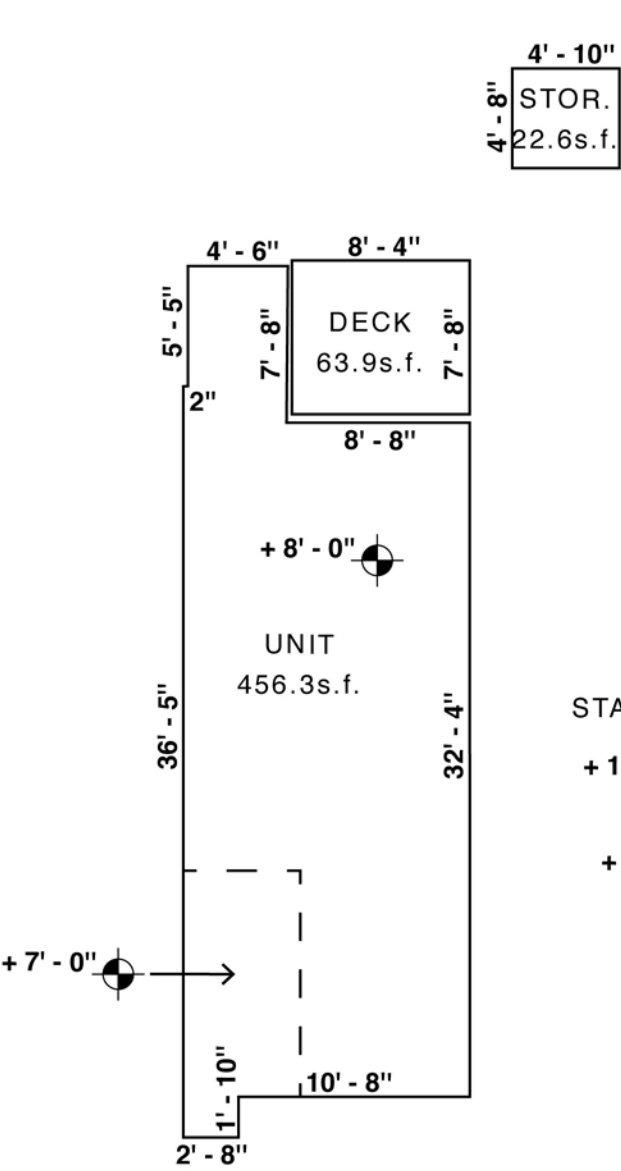
SECOND FLOOR-  
 UNIT 1ST LEVEL

(1 - 917.8 s.f. UNIT BELOW)

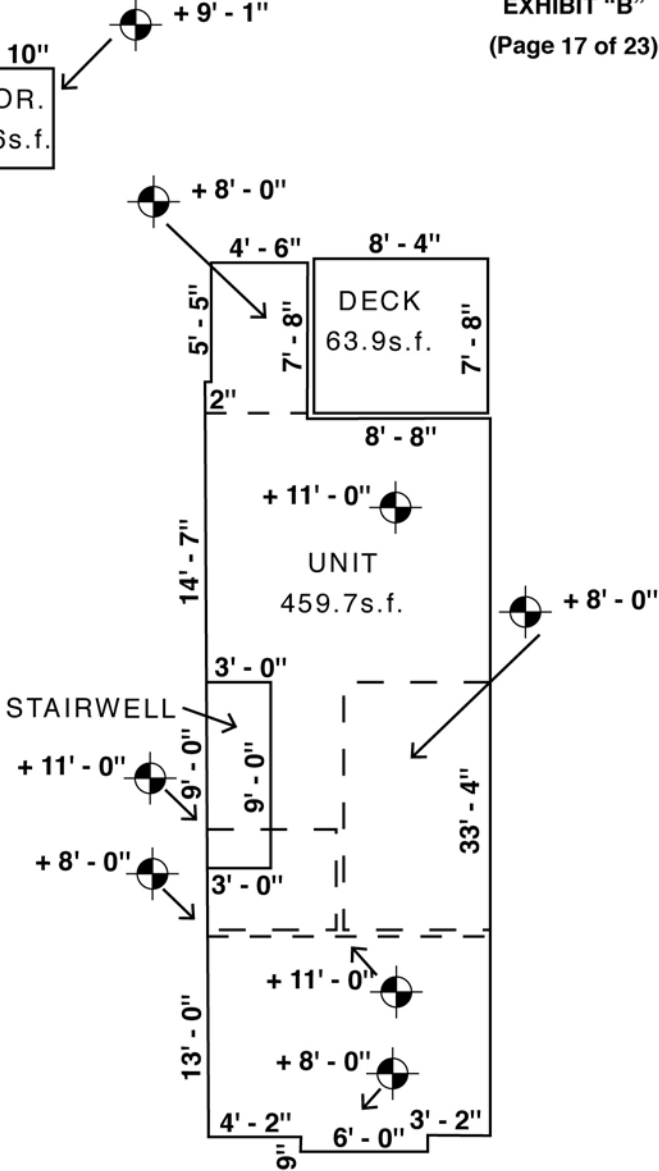
STORAGE TO BE "LIMITED COMMON ELEMENT"

⊙ - CEILING ELEV. FROM FIN. FLOOR

UNIT 916.0 s.f.  
 DECKS 127.8 s.f.  
 STOR. 22.6 s.f.



SECOND FLOOR-  
 UNIT 1ST LEVEL



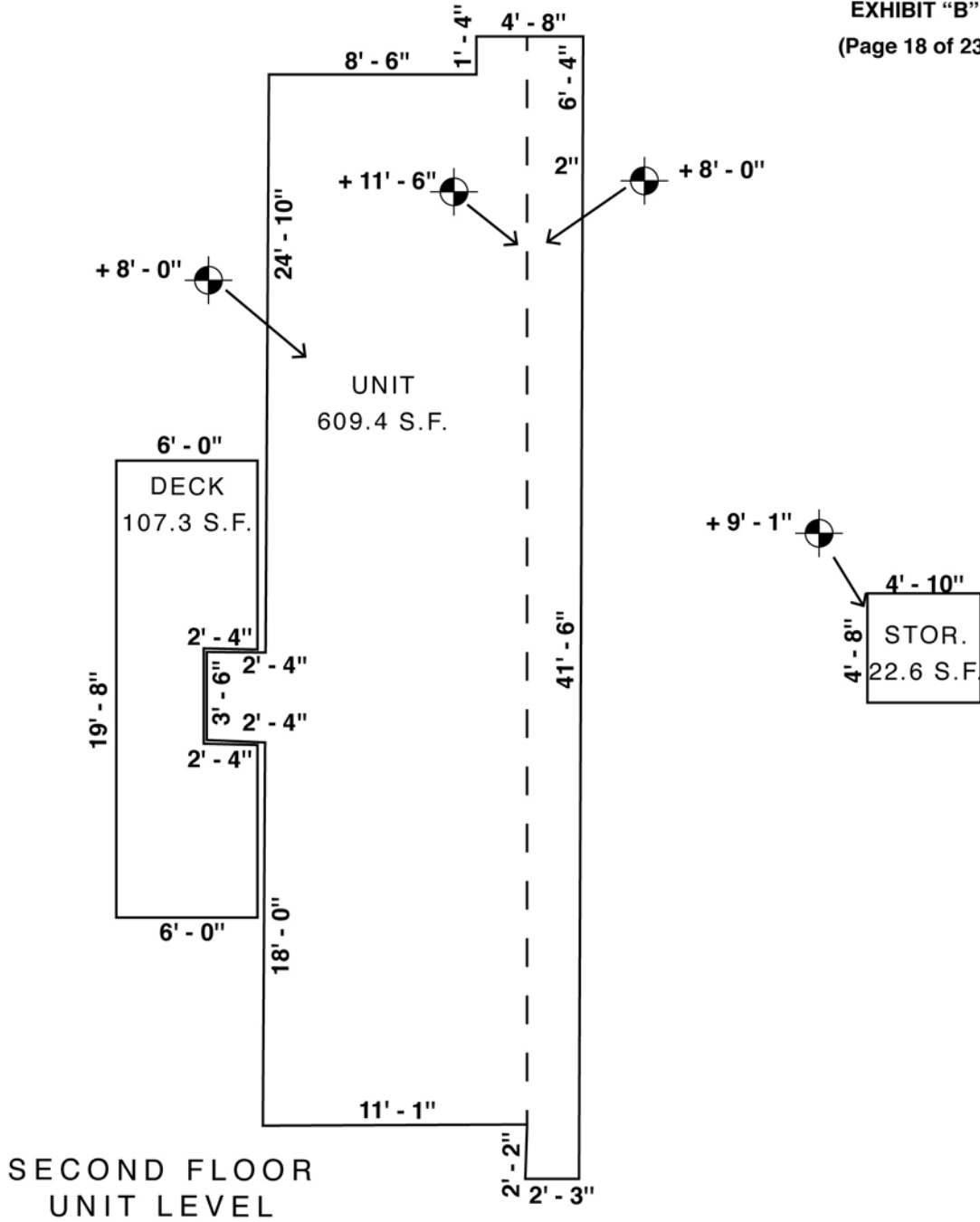
THIRD FLOOR-  
 UNIT 2ND LEVEL

(1 - 917.8 s.f. UNIT BELOW)

STORAGE TO BE "LIMITED COMMON ELEMENT"

 - CEILING ELEV. FROM FIN. FLOOR

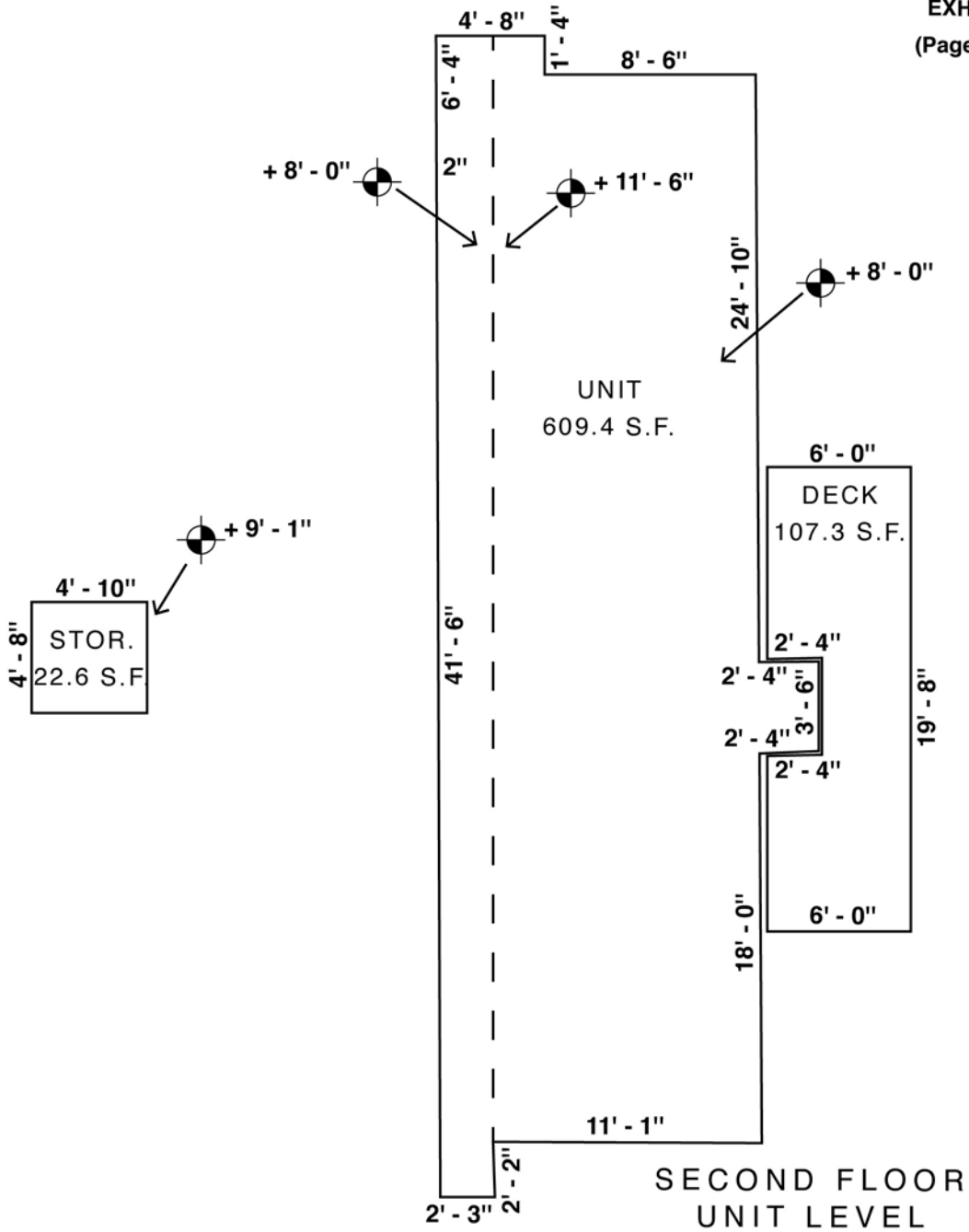
UNIT 916.0 s.f.  
 DECKS 127.8 s.f.  
 STOR. 22.6 s.f.



(5 PARKING SPACES BENEATH)  
 STORAGE TO BE "LIMITED COMMON ELEMENT"

 - CEILING ELEV. FROM FIN. FLOOR

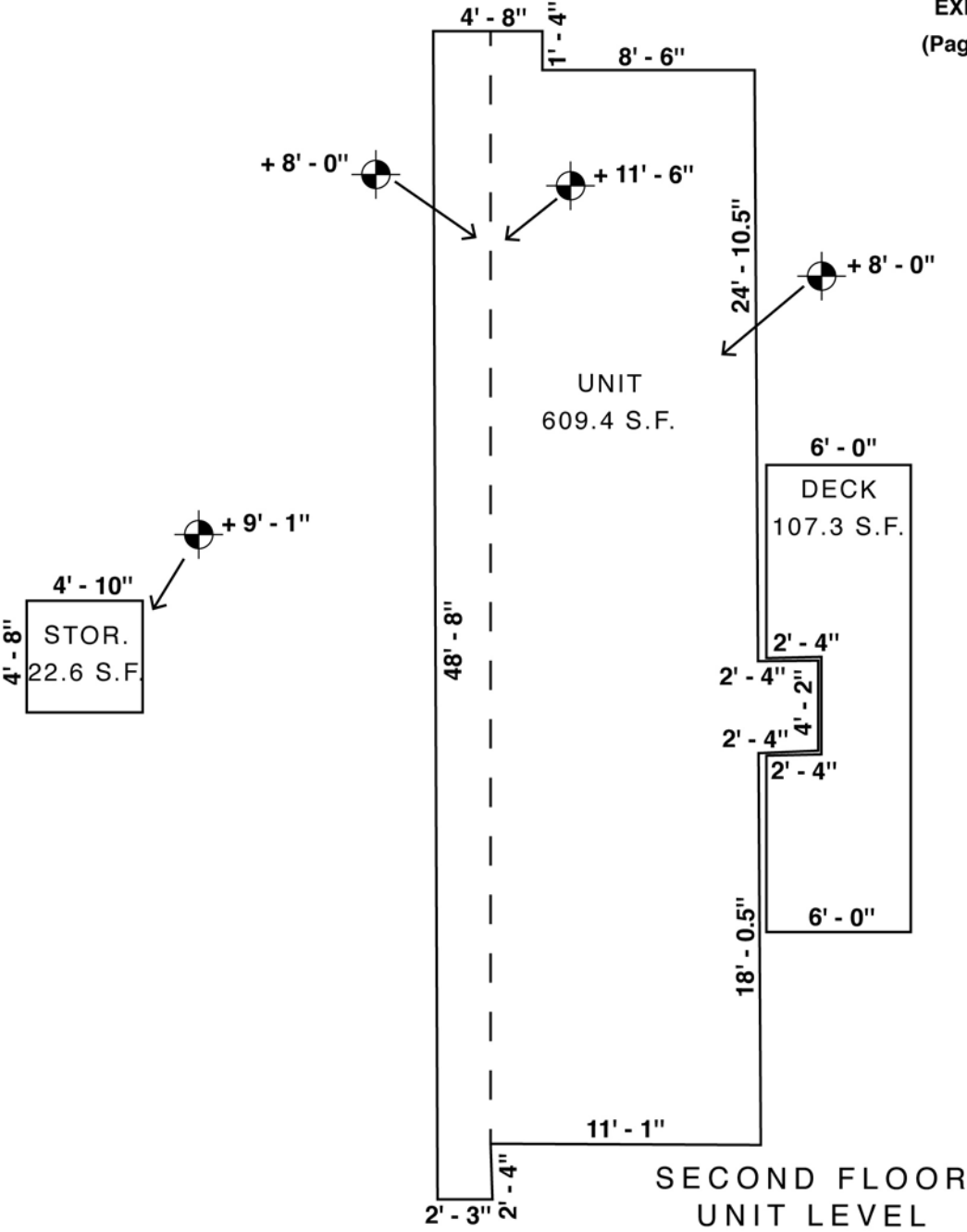
UNIT 609.4 S.F.  
 DECK 107.3 S.F.  
 STORAGE 22.6 S.F.



(5 PARKING SPACES BENEATH)  
 STORAGE TO BE "LIMITED COMMON ELEMENT"

 - CEILING ELEV. FROM FIN. FLOOR

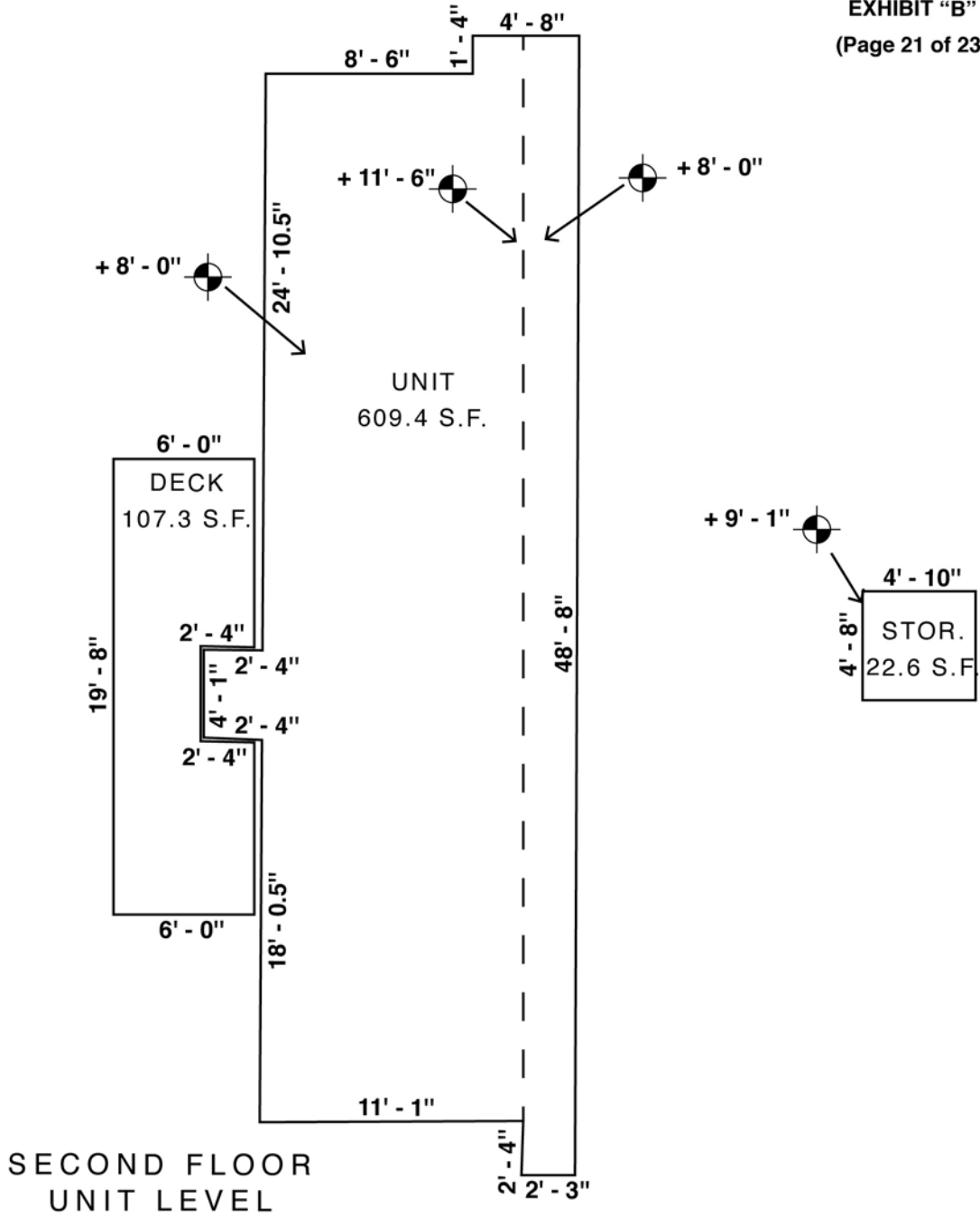
UNIT 609.4 S.F.  
 DECK 107.3 S.F.  
 STORAGE 22.6 S.F.



(5 PARKING SPACES BENEATH)  
 STORAGE TO BE "LIMITED COMMON ELEMENT"

⊙ - CEILING ELEV. FROM FIN. FLOOR

UNIT 609.4 S.F.  
 DECK 107.3 S.F.  
 STORAGE 22.6 S.F.

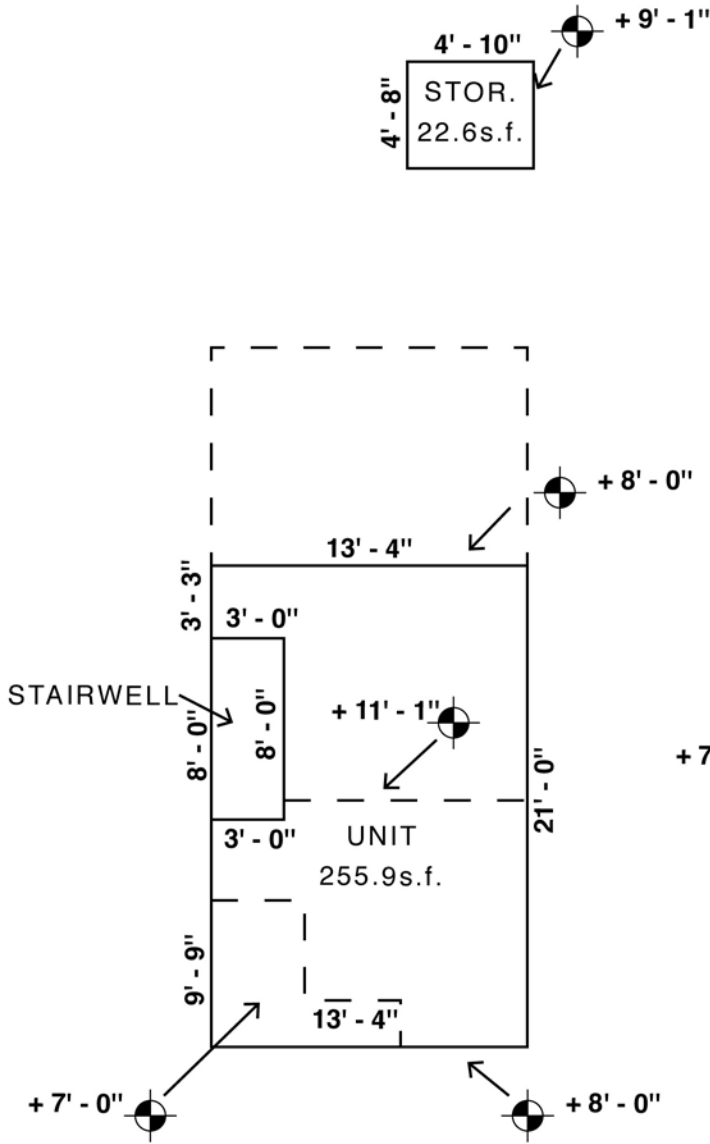


(4 PARKING SPACES BENEATH)  
 STORAGE TO BE "LIMITED COMMON ELEMENT"

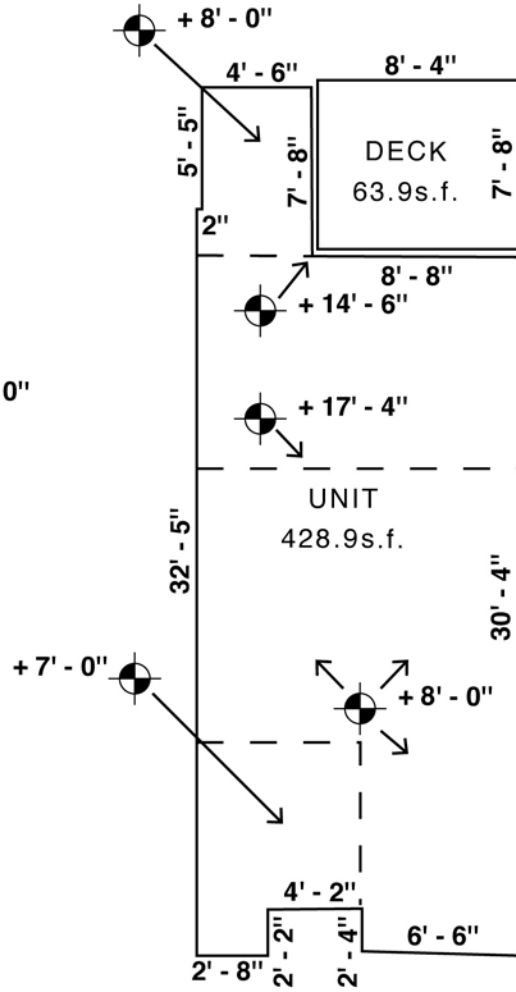
 - CEILING ELEV. FROM FIN. FLOOR

UNIT 609.4 S.F.  
 DECK 107.3 S.F.  
 STORAGE 22.6 S.F.





THIRD FLOOR-  
 2ND UNIT LEVEL



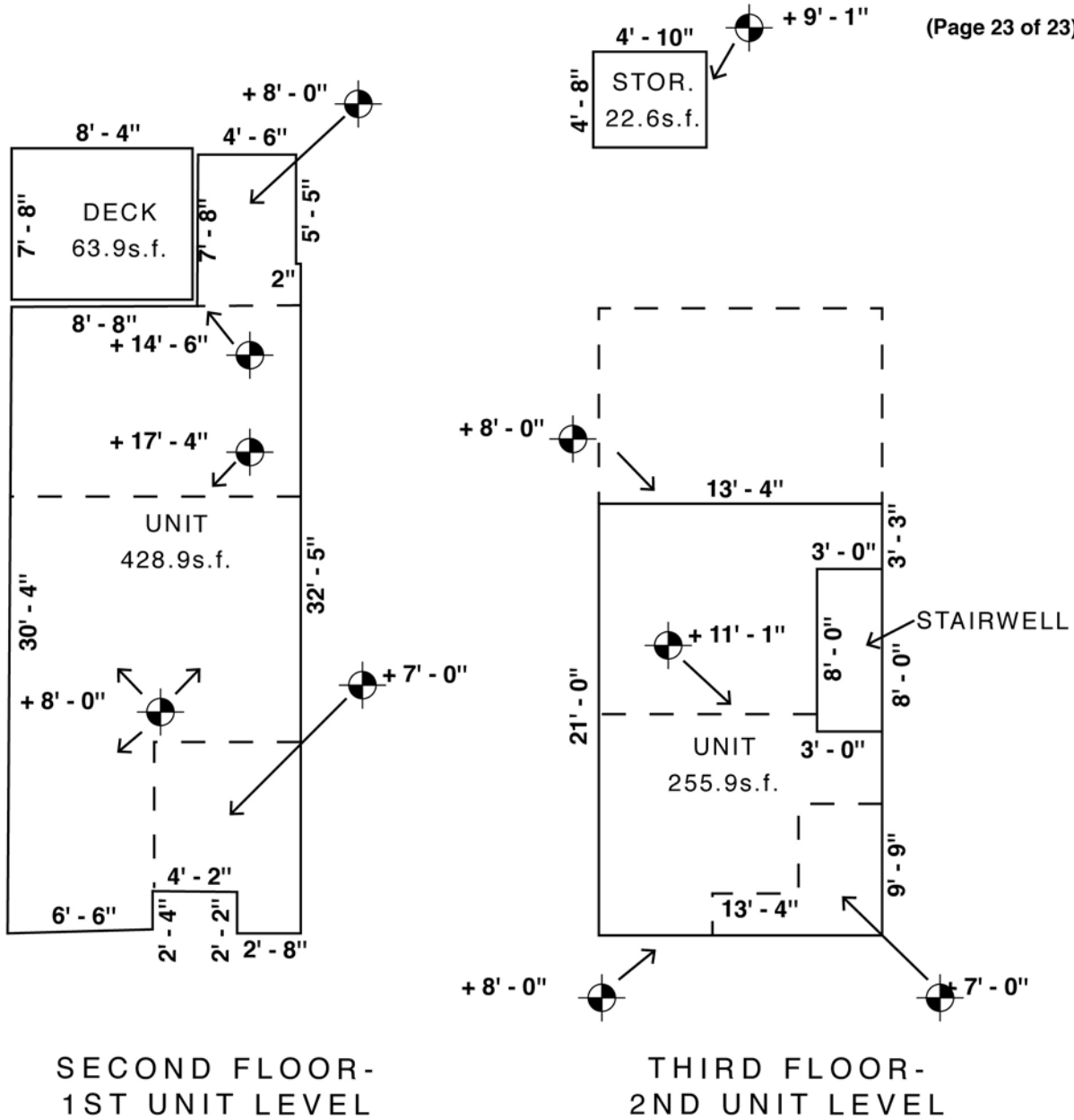
SECOND FLOOR-  
 1ST UNIT LEVEL

(1 - 890.5 s.f. UNIT BELOW)

STORAGE TO BE "LIMITED COMMON ELEMENT"

 - CEILING ELEV. FROM FIN. FLOOR

UNIT 684.8 s.f.  
 DECKS 63.9 s.f.  
 STOR. 22.6 s.f.



SECOND FLOOR-  
 1ST UNIT LEVEL

THIRD FLOOR-  
 2ND UNIT LEVEL

(1 - 890.5 s.f. UNIT BELOW)

STORAGE TO BE "LIMITED COMMON ELEMENT"

⊙ - CEILING ELEV. FROM FIN. FLOOR

UNIT 684.8 s.f.  
 DECKS 63.9 s.f.  
 STOR. 22.6 s.f.

## EXHIBIT "C"

### Common Interest Allocated to Each Unit

Building Designation	Unit Number	Approximate Enclosed Square Footage	Common Interest Expressed as Percentage
A	1030	917.9	3.353266
A	1032	917.9	3.353266
A	2031	916.0	3.346328
A	2032	916.0	3.346328
A	2033	916.0	3.346328
A	2034	916.0	3.346328
B	2035	601.2	2.196877
B	2036	601.2	2.196877
C	2029	609.5	2.227183
C	2030	609.5	2.227183
D	2037	609.5	2.227183
D	2038	609.5	2.227183
E	1033	940.8	3.437882
E	1034	940.8	3.436882
E	1035	940.8	3.436882
E	1036	940.8	3.436882
F	2039	609.4	2.196878
F	2040	609.4	2.196878
G	1037	940.8	3.436882
G	1038	940.8	3.436882
G	1039	940.8	3.436882
G	1040	940.8	3.436882
H	1041	940.8	3.436882
H	1042	940.8	3.436882
H	1043	940.8	3.436882
H	1044	940.8	3.436882
I	1045	890.5	3.253218
I	1046	890.5	3.253218
I	2043	684.8	2.502132
I	2044	684.8	2.502132
I	2045	684.8	2.502132
I	2046	684.8	2.502132
J	2041	609.5	2.502132
J	2042	609.5	2.502132

27,387.0 Square Feet 100.000000%

State of Texas stamp  
July 15, 1982

**AMENDMENT**  
**TO DECLARATION AND MASTER DEED**  
**OF TRAVIS OAKS CONDOMINIUMS**  
Austin, Travis County, Texas

WHEREAS, AUSTIN-INDY CORPORATION, as Declarant, created a Condominium Regime known as Travis Oaks Condominiums, the same being located in Austin, Travis County, Texas, all as more fully expressed and described in Declaration and Master Deed of record in Volume 7800, Page 273, of the Condominium Records of Travis County, Texas; and

WHEREAS, subject to the recordation of said Declaration and Master Deed, it was discovered that three of the pages comprising Exhibit "B" attaché to said Declaration and Master Deed and that the single page comprising Exhibit "C" attached to said Declaration and Master Deed were erroneous, and

WHEREAS, an amendment is needed for the purpose of correcting the description of Unit 2030 located in Building "C", Unit 2037 located in Building "D", Unit 2041 located in Building "J", and Unit 2035 and Unit 2036, both located in Building "B" of said Condominiums, and the common interest expressed as a percentage assigned to various Units situated in Phase 1 of said Condominiums; now, therefore,

KNOW ALL MEN BY THESE PRESENTS:

That Austin-Indy Corporation, the Declarant, acting herein by and through its duly authorized officer, ahs amended, and does hereby amend, said Declaration and Master Deed creating Travis Oaks Condominiums as follows:

1. Attached hereto are three pages, one of which describes Unit 2030 of Building "C," Unit 2037 of Building "D," and Unit 2041 of Building "J," situated in said Condominium Project, another of which describes Unit 2035 of Building "B" situated in said Condominium Project, and still another which describes Unit 2036 of Building "B" situated in said Project, which are intended to take place entirely of pages 15, 18 and 19, respectively, of Exhibit "B" attached to said Declaration and Master Deed.
2. Attached hereto is a single page disclosing the approximate enclosed square footage of each Unit in each of the Buildings situated in Travis Oaks Condominiums and specifying the common interest expressed as a percentage allocated to each such Unit, which is intended to take the place entirely of Exhibit "C" attached to said Declaration and Master Deed.
3. To the extent that this Amendment, including the pages attached hereto and incorporated herein by reference, conflict with any of the provisions of this Amendment shall govern and control absolutely.

This amendment shall be effective as of the date of said Declaration and Master Deed, as though the errors hereby corrected had not been made.

AUSTIN-INDY CORPORATION

By: \_\_\_\_\_  
RANDALL H. BALDWIN,  
Its Assistant Vice President

STATE OF TEXAS \*

COUNTY OF TRAVIS \*

BEFORE ME, the undersigned authority, on this day personally appeared RANDALL H. BALDWIN, the Assistant Vice President of AUSTIN-INDY CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the

purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 1982.

(SEAL)

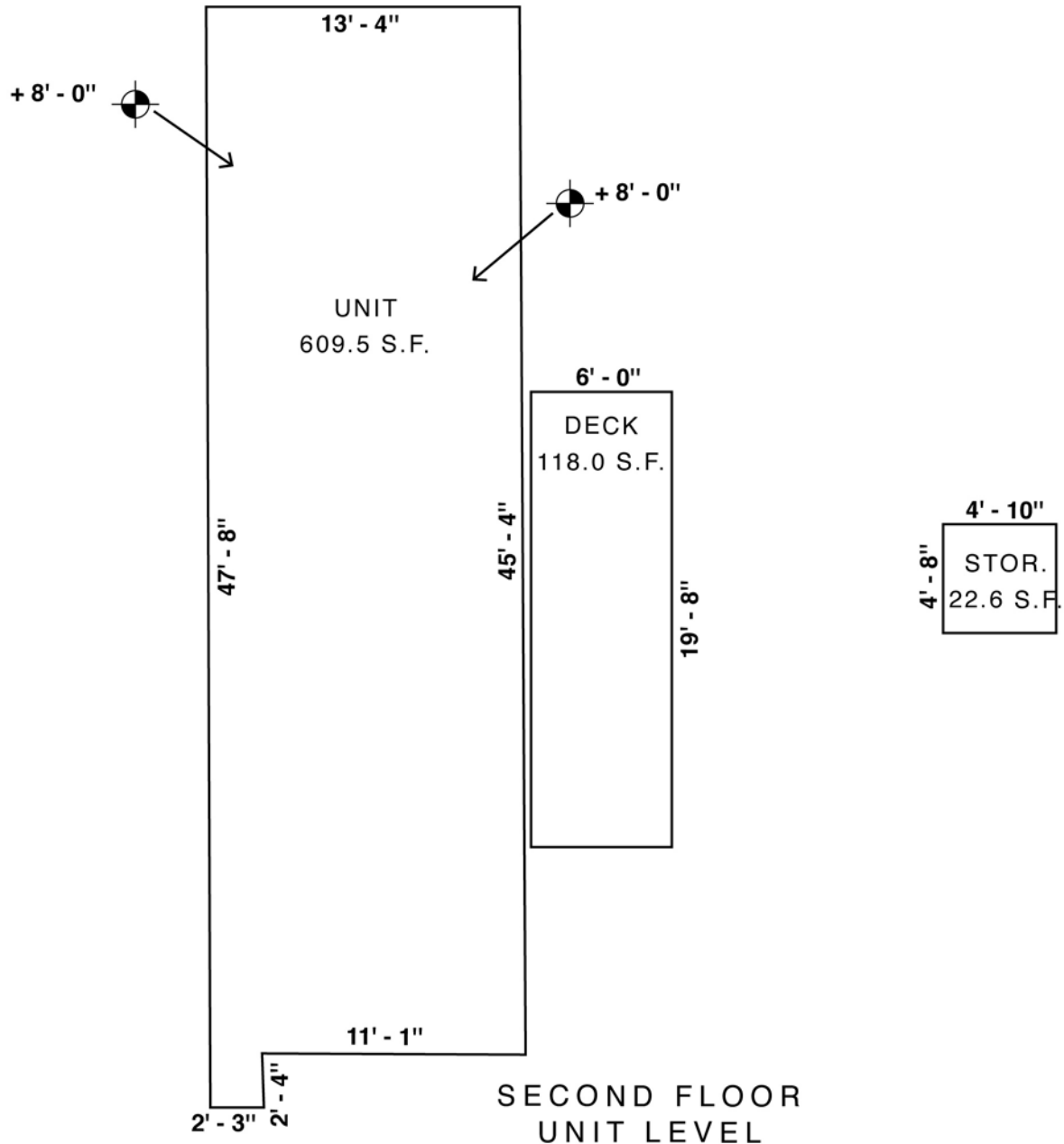
\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name of Notary)

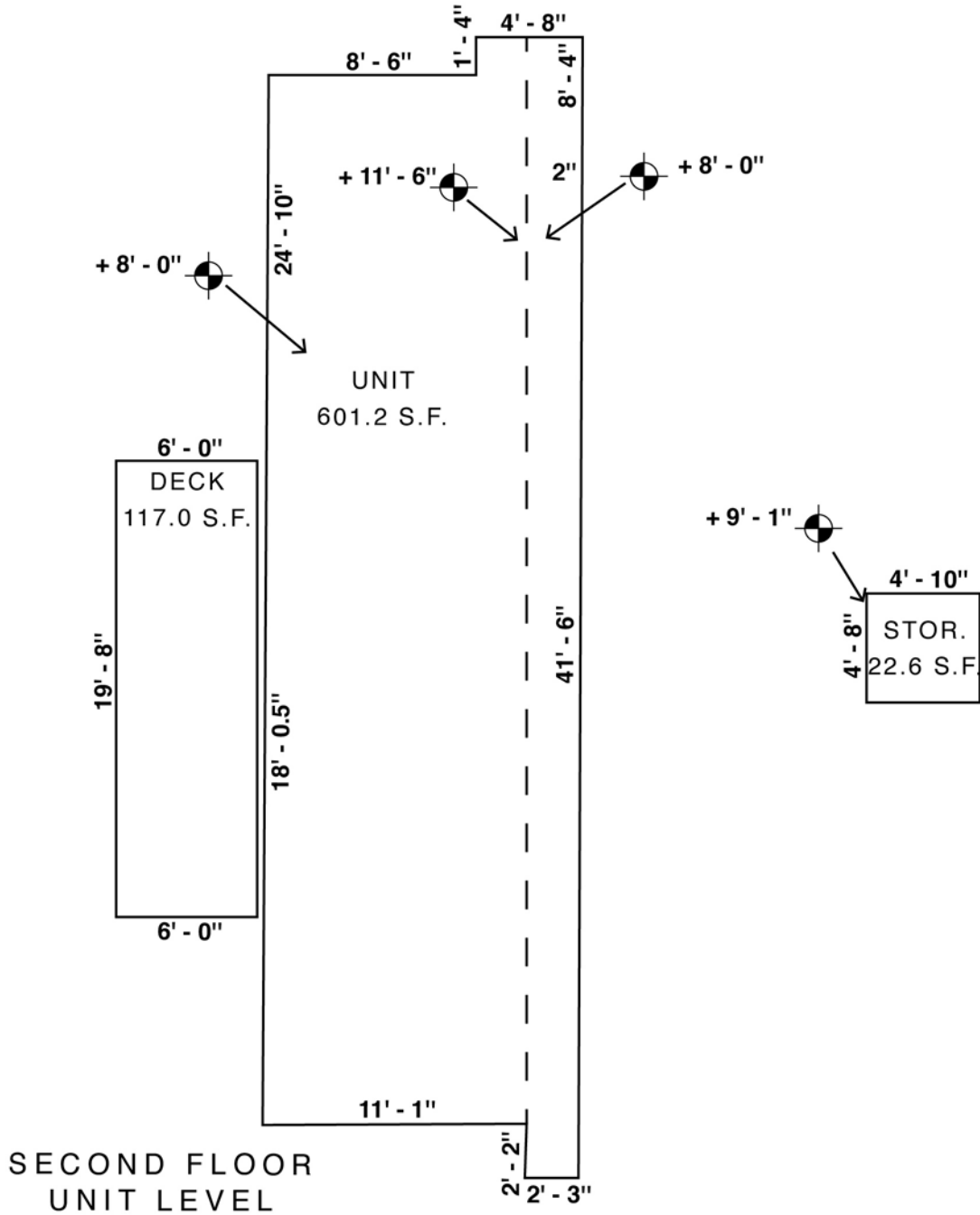
Non-Official Copy



(FIVE PARKING SPACES UNDERNEATH)  
 STORAGE TO BE LIMITED COMMON ELEMENT

 - CEILING ELEV. FROM FIN. FLOOR

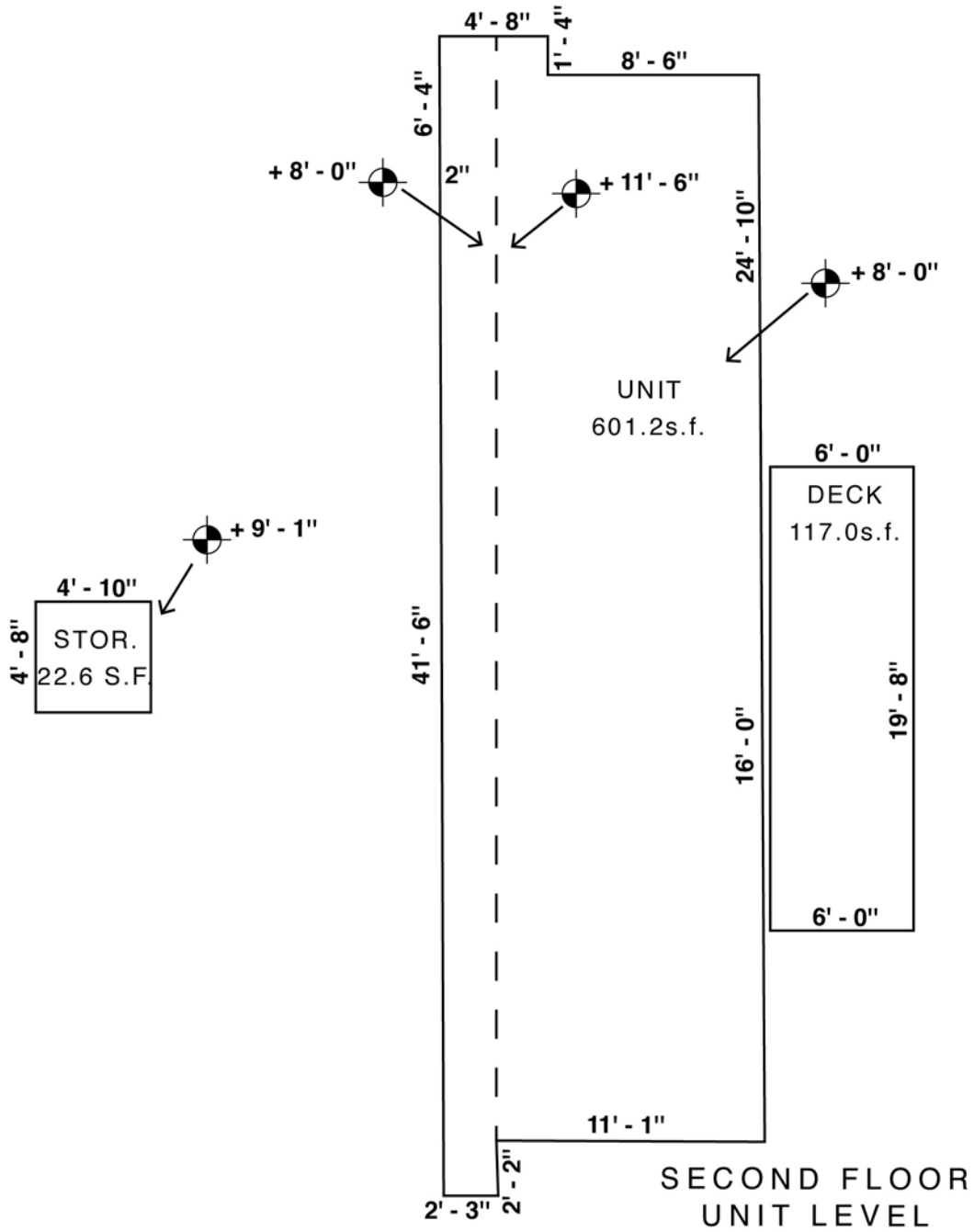
UNIT	609.5 S.F.
DECK	118.5 S.F.
STORAGE	22.6 S.F.



(5 PARKING SPACES BENEATH)  
STORAGE TO BE "LIMITED COMMON ELEMENT"

 - CEILING ELEV. FROM FIN. FLOOR

UNIT      601.2 S.F.  
DECK      117.0 S.F.  
STORAGE   22.6 S.F.



(5 PARKING SPACES BENEATH)  
 STORAGE TO BE "LIMITED COMMON ELEMENT"

 - CEILING ELEV. FROM FIN. FLOOR

UNIT	601.2 s.f.
DECK	117.0 s.s.
STORAGE	22.6 s.f.



## EXHIBIT "C"

### Common Interest Allocated to Each Unit

Building Designation	Unit Number	Approximate Enclosed Square Footage	Common Interest Expressed as Percentage
A	1030	917.9	3.351492
A	1032	917.9	3.351492
A	2031	916.0	3.344554
A	2032	916.0	3.344554
A	2033	916.0	3.344554
A	2034	916.0	3.344554
B	2035	601.2	2.195137
B	2036	601.2	2.195137
C	2029	609.5	2.225443
C	2030	609.5	2.225443
D	2037	609.5	2.225443
D	2038	609.5	2.225443
E	1033	940.8	3.435106
E	1034	940.8	3.435106
E	1035	940.8	3.435106
E	1036	940.8	3.435106
F	2039	609.4	2.225085
F	2040	609.4	2.225085
G	1037	940.8	3.435106
G	1038	940.8	3.435106
G	1039	940.8	3.435106
G	1040	940.8	3.435106
H	1041	940.8	3.435106
H	1042	940.8	3.435106
H	1043	940.8	3.435106
H	1044	940.8	3.435106
I	1045	890.5	3.251447
I	1046	890.5	3.251447
I	2043	684.8	2.500383
I	2044	684.8	2.500383
I	2045	684.8	2.500383
I	2046	684.8	2.500383
J	2041	609.5	2.225443
J	2042	609.5	2.225443

27,387.8 Square Feet 100.000000%

**SECOND AMENDMENT**  
**TO DECLARATION AND MASTER DEED OF**  
**TRAVIS OAKS CONDOMINIUMS**  
Austin, Travis County, Texas

WHEREAS, AUSTIN-INDY CORPORATION, as Declarant, created a Condominium Regime known as Travis Oaks Condominium, the same being located in Austin, Travis County, Texas, all as more fully expressed and described in Declaration and Master Deed of record in Volume 7800, Page 273, of the Condominium Records of Travis County, Texas; and

WHEREAS, subsequent to the recordation of said Declaration and Master Deed, as earlier amended, it was discovered that the intention of Declaration, as shown in Section 9.1.1 of such Declaration and Master Deed, was not properly reflected thereby due to typographical error, a situation which Declarant desires to rectify, an action which Declarant may undertake by reason of the rights reserved to Declarant by the provisions of Section 11.5.5 of said Declaration and Master Deed; and

WHEREAS, Declarant desires to add additional property to Phase One of said Condominium Regime, such property to constitute an additional common element thereof, which Declarant is expressly permitted to do by the provisions of Section 2.26 of said Declaration and Master Deed; and

WHEREAS, Declarant furthermore desires to assign additional parking spaces so that the same will hereafter serve certain specified Units a Limited Common Elements thereto, all as permitted by the provisions of Section 2.13.5 of said Declaration and Master Deed; now, therefore,

KNOW ALL PERSONS BY THESE PRESENTS:

That Austin-Indy Corporation, the Declarant, acting herein by and through its duly authorized officer, ahs amended, and does hereby amend, said Declaration and Master Deed creating Travis Oaks Condominiums as follows:

1. Attached hereto as Exhibit "A" is a field note description of the additional real property that Declarant wishes to add to and incorporate into Phase One of said Condominium Project. Attached hereto as Exhibit "B" is a site plan of the additional property which Declarant desires to annex to and incorporate into Phase One of said Condominium Project. Declarant does hereby add, as a General Common Element, all of the real property more particularly described in said Exhibit "A" attached hereto, together with all of the improvements thereon situated, as more fully shown by Exhibit "B" attached hereto, to Phase One of said Condominium Project which is more particularly described in Exhibit "A" attached to said Declaration and Master Deed. It is the intention of Declarant to add or annex such additional property to Phase One of said Condominium Project and to incorporate such additional property into Phase One of said Condominium Project as though such additional property had always been a part of Phase One of said Condominium Project and had been described in and included as a part of such Phase One in said Declaration and Master Deed when originally recorded.
2. Attached hereto as Exhibit "C" is a site plan showing that certain parking places have been assigned as Limited Common Elements to Units more specifically identified therein. It is the intention of Declarant to assign such parking places as Limited Common Elements for the exclusive use of the Owners of the Units specified in said Exhibit; and the Declarant does hereby amend the Declaration and Master Deed for the purpose of carrying out and fulfilling such intention.
3. The typographical errors of Section 9.1.1 of the Declaration are hereby corrected so that Section 9.1.1 shall read, effective as of the date of recordation of said Declaration and Master Deed as follows:

9.1.1 Use of Individual Units. No Unit shall be occupied and used except for residential purposes by the Owners, their tenants and social guests and no trade or business shall be conducted therein; provided, however, that Declarant may use any Unit or Units in the Project owned by

Declarant for a model home site or sites and display and sales offices until the last six (6) individuals may occupy a two (2) bedroom Unit; and no more than two (2) individuals may occupy a one (1) bedroom Unit; provided, however, that in determining the number of bedrooms in a Unit, a den shall be counted as a bedroom;

4. To the extent that this Amendment, including the Exhibits attached hereto, conflict with any of the provisions, including the Exhibits thereto attached, of said Declaration and Master Deed, then the provisions of this Amendment shall govern and control absolutely.

This Amendment shall be effective as of the date of said Declaration and Master Deed, as though the provisions hereof had originally been set forth therein.

AUSTIN-INDY CORPORATION

By: \_\_\_\_\_  
Its President

STATE OF TEXAS \*

COUNTY OF TRAVIS \*

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ the \_\_\_\_\_ President of AUSTIN-INDY CORPORATION, know to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 1983.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name of Notary)

## DESCRIPTION

DESCRIPTION OF 0.12 OF ONE ACRE OF LAND OUT OF LOT 1, LARRY NELSON SUBDIVISION, A SUBDIVISION IN THE CITY OF AUSTIN OF RECORD IN BOOK 80, PAGE 154, PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.12 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the iron pin found at the most easterly southeast corner of this tract, same being an interior ell corner of said Lot 1, same being the southwest corner of Lot 2, of said Larry Nelson Subdivision, same being in the north line of that certain tract of land described in a Release of record in Volume 7329, Page 148, Deed Records of Travis County, Texas, and being in the north line of Travis Oaks Condominiums Phase One, of record in Volume 7800, Page 273. Deed Records of Travis County, Texas, and amended in Volume 7819, Page 99, Deed Records of Travis County, Texas, same being also the most easterly southeast corner of that certain tract of land described in a Release of record in Volume 7871, Page 436, Deed Records of Travis County, Texas, from which point an iron pin found in the south line of said Lot 2 bears S56°32'E 23.00 feet;

THENCE, with the north line of said Volume 7329, Page 148, Release, and of said Travis Oaks Condominiums Phase One, same being the south line of said Volume 7871, Page 436, Release, N55°15'W 169.60 feet to a point in a pool at an interior ell corner of this tract, same being the most northerly northwest corner of said Travis Oaks Condominiums Phase One;

THENCE, with a west line of said Travis Oaks Condominiums Phase One, S34°45'W 40.00 feet to an iron pin set at the most southerly southeast corner of this tract;

THENCE, N55°15'W 42.91 feet to an iron pin set at the southwest corner of this tract and of said Volume 7871, Page 436, Release;

THENCE, with the west line of said Volume 7871, Page 436, Release, N34°45'E 76.31 feet to an iron pin set at the most northwest corner of this tract, from which point the northwest corner of said Volume 7871, Page 436, Release, bears N34°45'E 5.02 feet;

THENCE, S55°15'E 89.02 feet to an iron pin set at the most northerly northeast corner of this tract;

THENCE, S34°45'W 34.31 feet to an iron pin set at an interior ell corner of this tract;

THENCE, S55°15'E at 40.46 feet pass an interior ell corner of said Volume 7871, Page 436, Release, and continuing with a north line of said Volume 7871, page 436, Release, in all a total distance of 123.61 feet to an iron pin set at the most easterly northeast corner of this tract and of said Volume 7871, Page 436, Release, same being in the east line of said Lot 1 and in the west line of said Lot 2, from which point an iron pin found in the east line of said Lot 1 and the west line of said Lot 2 bears N38°11'E 94.41 feet;

THENCE, with the east line of said Lot 1 and the west line of said Lot 2, S38°11'W 2.00 feet to the POINT OF BEGINNING.

SURVEYED BY: McGRAY & McGRAY LAND SURVEYORS  
3301 Hancock Drive, Suite 6  
Austin, Texas 78731  
451-8591

\_\_\_\_\_  
Judith J. McGray, Reg. Public Surveyor N° 2093      Date

STATE  
SEAL

TRAVIS OAKS CONDOMINIUMS PHASE I

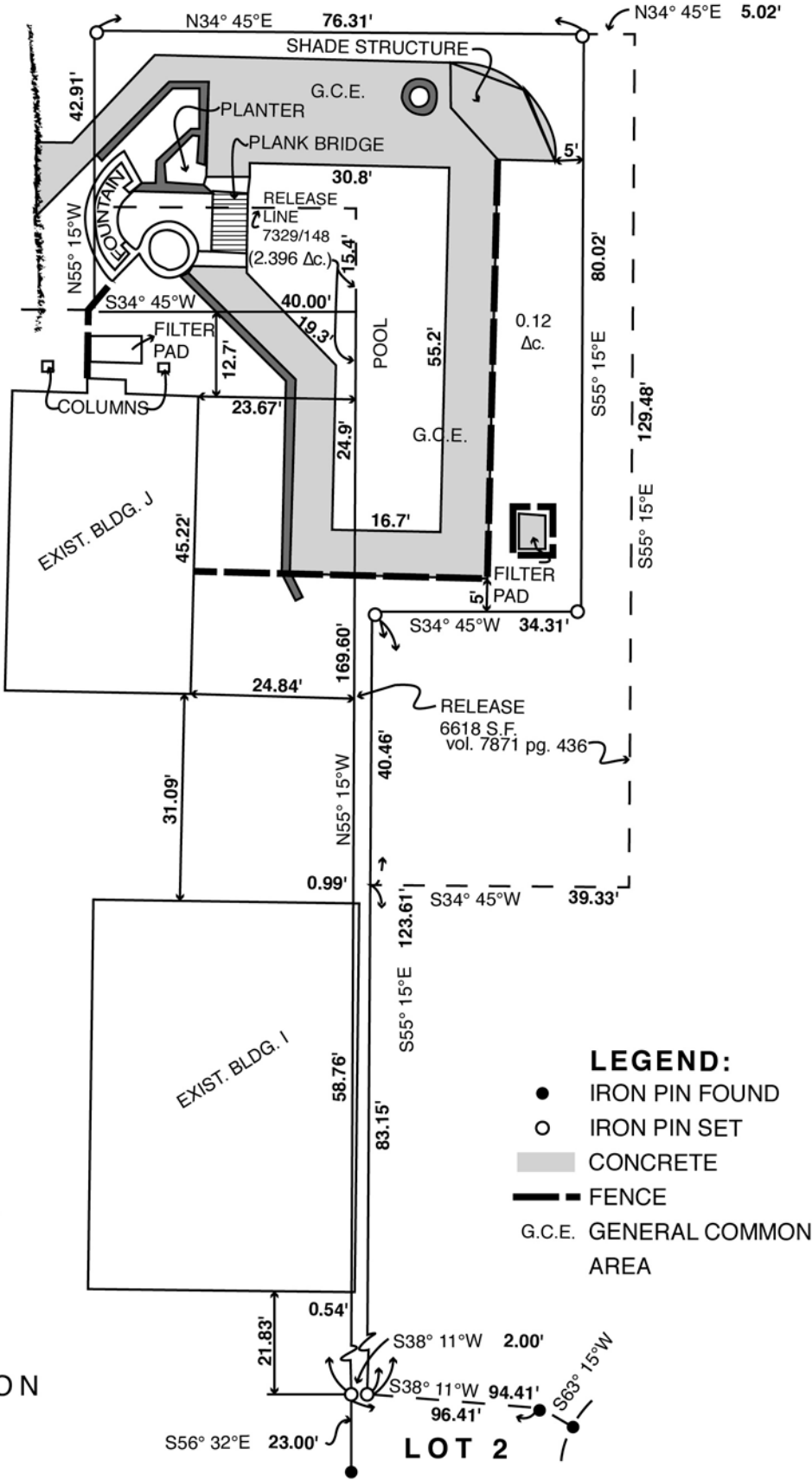
vol. 7800 pg. 273 AMENDED vol. 7819 pg. 99

TRAVIS OAKS CONDOS PHASE I  
7800/273 7819/99AMD  
(2.283 Δc)

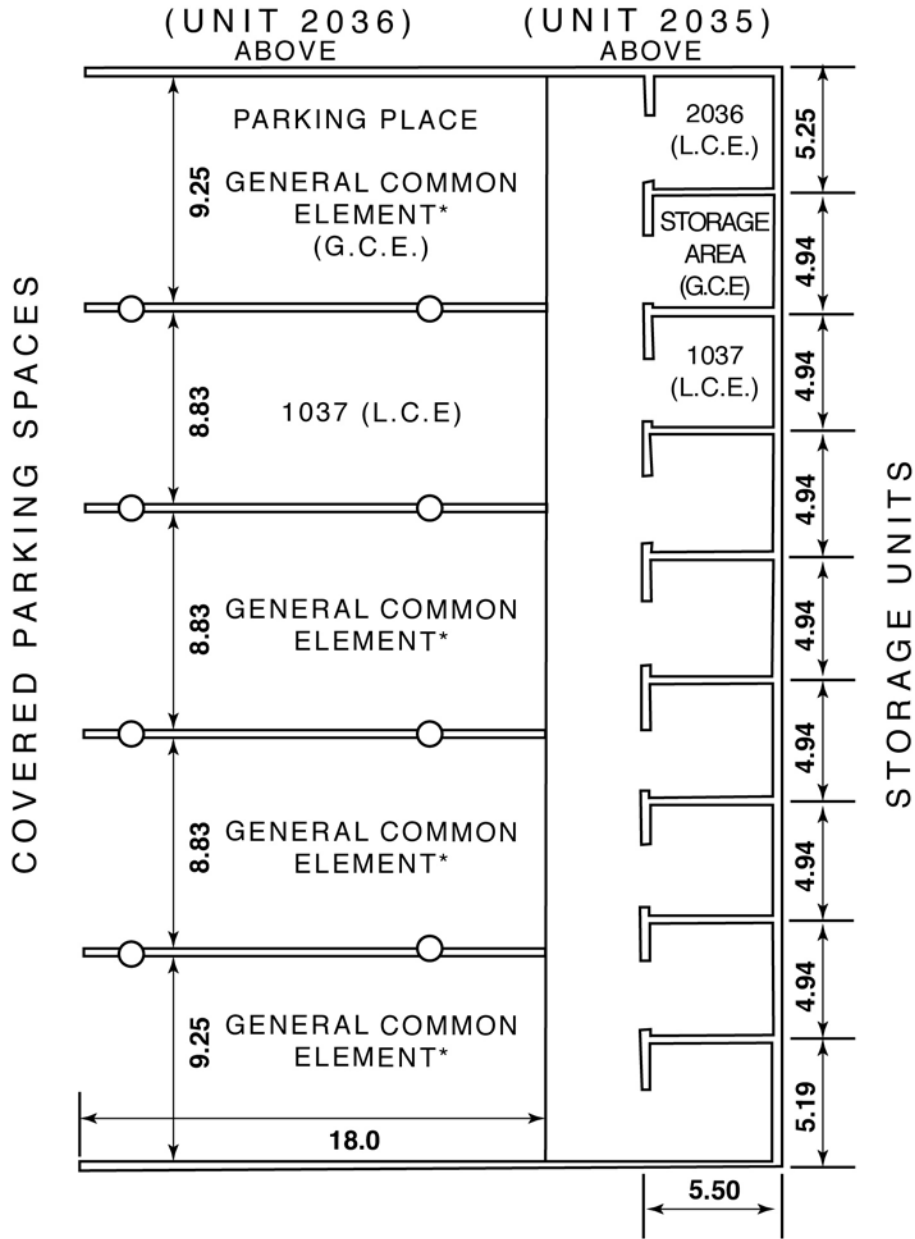
AUSTIN INDY CORP.  
V. 7392 p.122

LOT 1

LARRY NELSON  
SUBDIVISION  
BK. 80 pg. 154

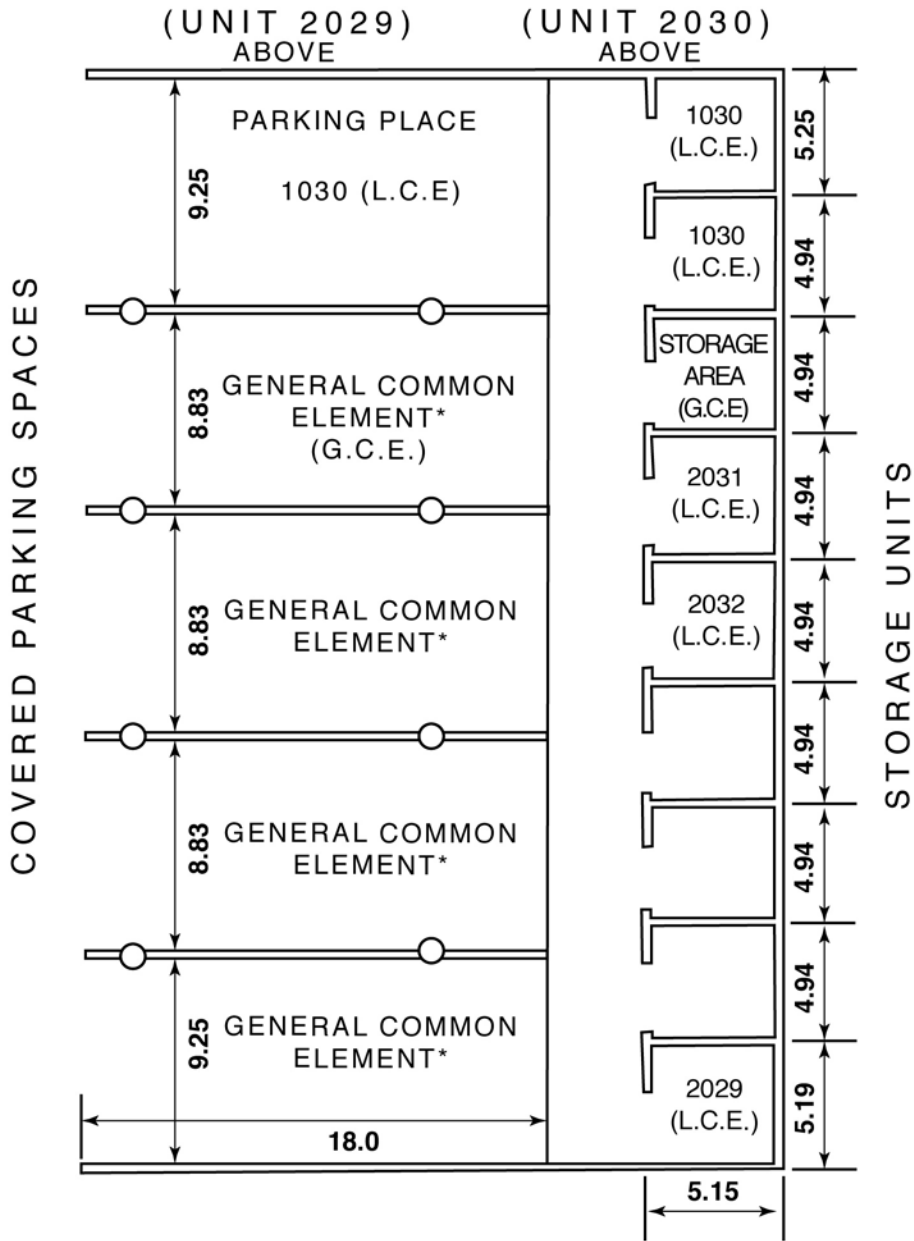


- LEGEND:**
- IRON PIN FOUND
  - IRON PIN SET
  - CONCRETE
  - - - FENCE
  - G.C.E. GENERAL COMMON AREA



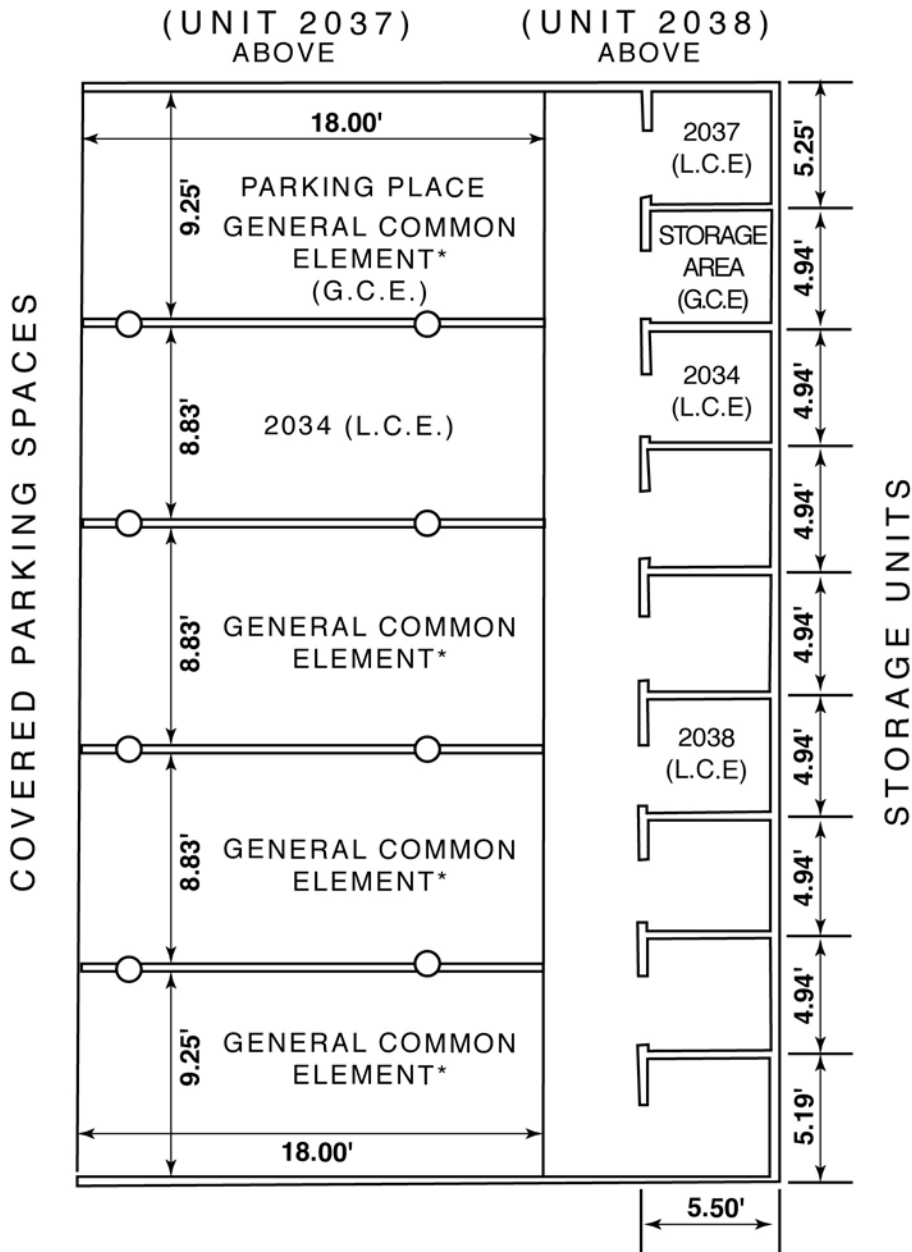
**"LIMITED COMMON ELEMENT" (L.C.E.)  
 ASSIGNMENTS**

**\*MOST, IF NOT ALL, SUCH PARKING PLACES & STORAGE  
 WILL BE DESIGNATED AS LIMITED COMMON ELEMENTS  
 AS UNITS ARE SOLD BY DECLARANT.**



**“LIMITED COMMON ELEMENT” (L.C.E.)  
 ASSIGNMENTS**

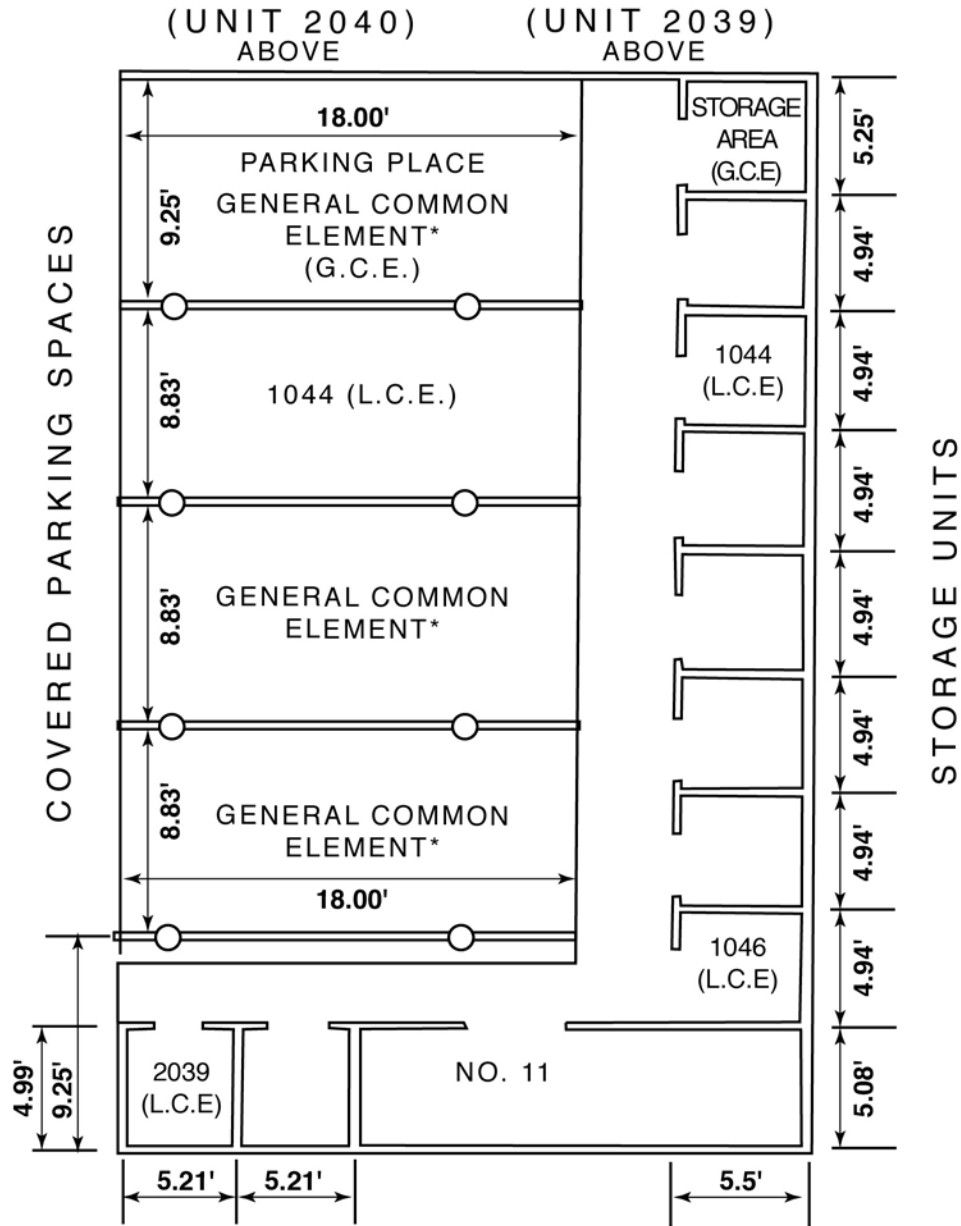
**\*MOST, IF NOT ALL, SUCH PARKING PLACES & STORAGE  
 WILL BE DESIGNATED AS LIMITED COMMON ELEMENTS  
 AS UNITS ARE SOLD BY DECLARANT.**



**"LIMITED COMMON ELEMENT" (L.C.E.)  
ASSIGNMENTS**

**\*MOST, IF NOT ALL, SUCH PARKING PLACES & STORAGE  
WILL BE DESIGNATED AS LIMITED COMMON ELEMENTS  
AS UNITS ARE SOLD BY DECLARANT.**

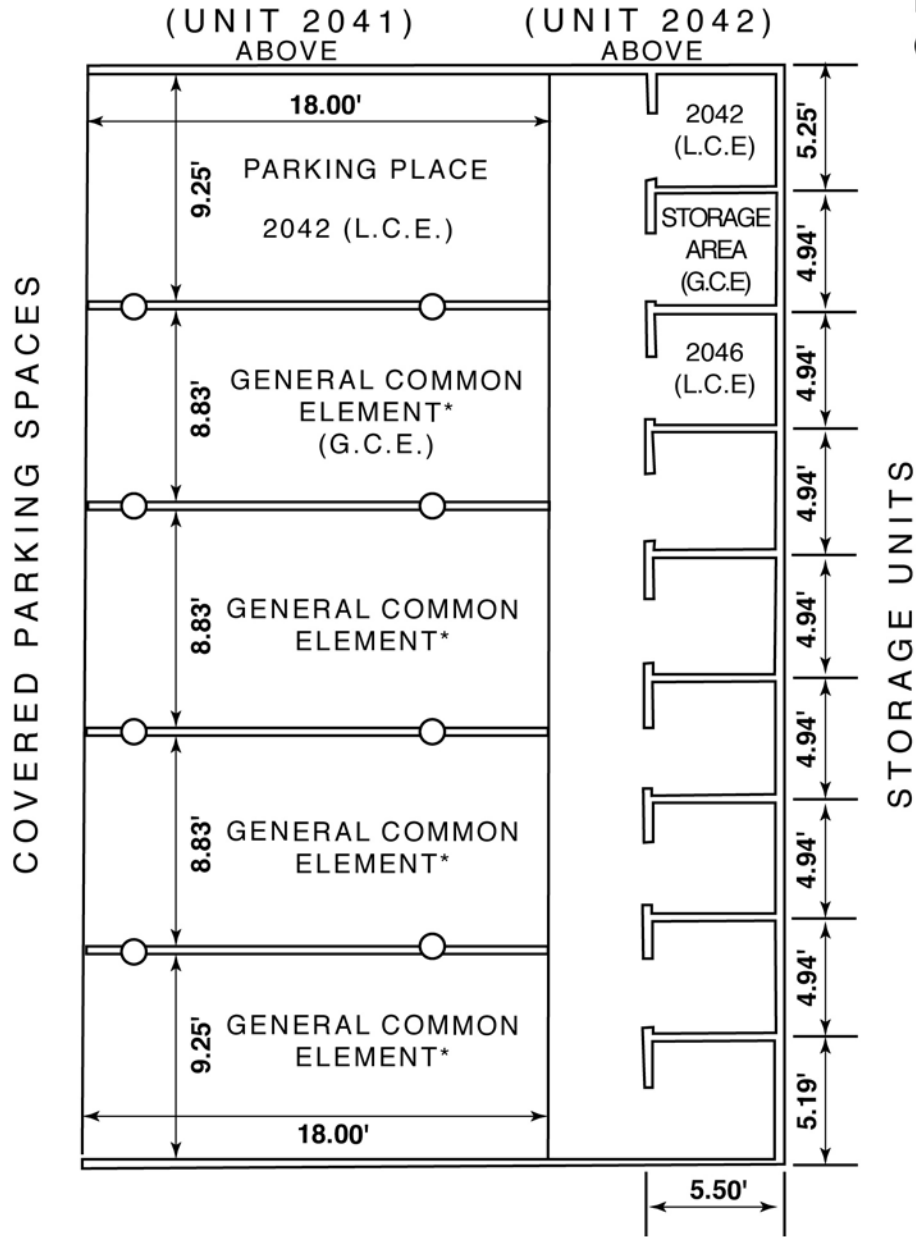




**"LIMITED COMMON ELEMENT" (L.C.E.)  
 ASSIGNMENTS**

**\*MOST, IF NOT ALL, SUCH PARKING PLACES & STORAGE  
 WILL BE DESIGNATED AS LIMITED COMMON ELEMENTS  
 AS UNITS ARE SOLD BY DECLARANT.**

NOTE: STORAGE UNIT NUMBER 11 IS A GENERAL  
 COMMON ELEMENT. THIS STORAGE UNIT MAY BE  
 DESIGNATED AS A LIMITED COMMON ELEMENT WHEN  
 FUTURE PHASES OF THE REGIME ARE ANNEXED  
 HERETO.



**"LIMITED COMMON ELEMENT" (L.C.E.)  
ASSIGNMENTS**

**\*MOST, IF NOT ALL, SUCH PARKING PLACES & STORAGE  
WILL BE DESIGNATED AS LIMITED COMMON ELEMENTS  
AS UNITS ARE SOLD BY DECLARANT.**

**THIRD AMENDMENT**  
**TO DECLARATION AND MASTER DEED OF**  
**TRAVIS OAKS CONDOMINIUMS**  
Austin, Travis County, Texas

WHEREAS, AUSTIN-INDY CORPORATION, as Declarant, created a Condominium Regime know as TRAVIS OAKS CONDOMINIUMS ("Project"), the same being located in Austin, Travis County, Texas, all as more fully expressed and described in Declaration and Master Deed ("Declaration") of record in Volume 7800, Page 273, of the Condominium Records of Travis County, Texas, as amended; and

WHEREAS, said Declaration covers and affects a portion ("Phase One of the Project") of Lot No. One (1), Larry Nelson Subdivision, a Subdivision situated in Austin, Travis County, Texas, according to the map or plat of said Subdivision of record in Book 80, Page 154, of the Plat Records of Travis County, Texas; and

WHEREAS, under the provisions of Article III of the Declaration, the Declarant reserved the right to add one or more additional phases to such Condominium Regime, each such phase to consist of all or a part of the balance of said Lot No. One (1) of said Larry Nelson Subdivision, each such additional phase, after such annexation has been effected, to be governed by the Declaration as though each such additional phase had been included originally as a part of the land described in Exhibit "A" attached to said Declaration; and

WHEREAS, under the provisions of Section 11.6 of the Declaration, Declarant reserved the right to amend the Declaration at any time prior to the First Annual Meeting of the Association without the consent of any owner or any Mortgagee not affected by such Amendment, and the First Annual Meeting of the Association has not been held and the amendments set forth below do not adversely affect any Mortgagee; and

WHEREAS, the said Austin-Indy Corporation has agreed to sell and convey to TRAVIS OAKS PARTNERS, LTD., a Texas Limited Partnership (as assignee of Camco Development Corporation, a Texas Business Corporation), the Condominium Units comprising all of said Lot No. One (1) of said Larry Nelson Subdivision save and except the Condominium Units existing in Phase One of the Project, and to transfer and assign all of the rights and obligations of the said Austin-Indy Corporation, as Declarant, under the terms of the Declaration; and

WHEREAS, the said Travis Oaks Partners, Ltd. ("Successor Declarant") has requested the said Austin-Indy Corporation ("Original Declarant"), as part of the consideration for such sale and conveyance, to annex, as Phase Two of the Project, all of that part of said Lot No. One (1) of said Larry Nelson Subdivision not heretofore incorporated as Phase One of the Project as shown in the Declaration, as amended, so that the Condominium Units to be conveyed to the Successor Declarant shall include and be all the Condominium Units situated in Phase Two of the Project; and

WHEREAS, the Original Declarant is willing to execute an amendment to the Declaration for the purpose of effecting such annexation and for the purpose of amending the Declaration in other respects as requested by the Successor Declarant, provided that the Successor Declarant assumes all of the liabilities and obligations of the Original Declarant under the terms of the Declaration, as amended, from and after the date hereof, including without limitation all obligations and liabilities arising out of this Amendment to the Declaration, all as provided and set forth below; and

WHEREAS, the Successor Declarant, contemporaneously with the conveyance of all the Condominium Units situated in Phase Two of the Project, is willing to assume such liabilities and obligations and is also willing to indemnify the Original Declarant against any and all such losses and liabilities, as provided and set forth below;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: That Austin-Indy Corporation, the Original Declarant, acting herein by and through his duly authorized officer, has amended, and does hereby amend, said Declaration and Master Deed creating Travis Oaks Condominiums, as amended, as follows:

1. Section 3.5 is hereby amended to delete the provisions set forth in Subsections 3.5.2, 3.5.3 and 3.5.8 as conditions precedent to the annexation of additional phases.

2. The Original Declarant does hereby annex Phase Two of the Project to the governance of the Declaration. Phase Two of the Project consists of all said Lot No. One (1) of said Larry Nelson Subdivision save and except the portion thereof incorporated as Phase One of the Project as shown by the Declaration, as heretofore amended. Phase Two of the Project, together with all improvements now and hereafter situated thereon, shall be a part of said Condominium Regime as though originally included therein.
3. Phase Two of the Project is depicted on Exhibit "A" attached hereto and hereby incorporated herein by reference, said Exhibit "A" being sometimes referred to herein as the "Map" or the "Condominium Plan." The Map sets forth, among other things, a survey of Phase Two of the Project showing the location of each Building and proposed Building designated by letter, a general description and plat of each Unit showing its square footage, Building location, floor and Unit number, and a general description of the Common Elements. The Map substantially depicts the location of the Buildings, the Units, the Unit numbers, the dimensions of the Units, the Buildings designated by letter, both with respect to existing and to proposed Buildings and Units. In interpreting the Map, the physical boundaries of each Unit in each Building, both those presently existing and those proposed to be constructed in the future, shall be conclusively presumed to be the boundaries thereof. The Original Declarant, however, for the Successor Declarant and its successors and assigns, reserves the right, so long as any Declarant owns one or more Units, to amend the Map and amendments thereto to conform such to the actual location of any of the improvements, to establish, vacate and relocate easements, access road easements and parking spaces, to establish certain General Common Elements not theretofore established, to establish certain General Common Elements as Limited Common Elements, and to show such other changes as Declarant may make in accordance with the terms of the Declaration and all amendments thereto.
4. The Map or Condominium Plan attached hereto shall be read together with the Map or Condominium Plan attached to the original Declaration and to any amendment thereto heretofore adopted; and all such Maps or Condominium Plans shall be deemed to be a single Map or Condominium Plan for the entire Condominium Regime, as though originally incorporated into and made a part of the Declaration when the same was initially filed for record, and to the extent the Map or Condominium Plan attached hereto is inconsistent with, or covers property included within, the Map or Condominium Plan attached to the original Declaration or to any presently existing amendment thereto, such prior Map or Condominium Plan shall be deemed to be amended and the Map or Condominium Plan attached hereto shall govern and control absolutely.
5. The Common Interest of each Unit in the Regime, including all Units in Phase One of the Project and all Units in Phase Two of the Project, has been computed in accordance with the provisions of Section 3.4 of the Declaration and are hereby changed; and the Common Interests of each Unit in the Regime shall hereafter be as expressed in Exhibit "B" attached hereto and hereby expressly incorporated herein by reference.
6. The rights and obligations of the Successor Declarant, the Owners, the Mortgagees and all other parties having an interest shall be the same throughout all of the property comprising the Regime regardless of whether such property is a part of Phase One of the Project, as amended, or is a part of Phase Two of the Project, with the exception, however, of the following:
  - (a) Notwithstanding any provision contained in the Declaration, as heretofore or hereby amended, to the contrary the Common Interest of each Unit in Phase One of the Project as set forth in the Declaration (as amended prior to the Attachment), for purposes of voting rights and assessments as provided in Article V and Article VI, respectively, and for purposes of Section 11.8.7 (Reconstruction or Repair of Project), Section 11.8.9 (Application of Insurance Proceeds), and Section 11.8.10 (Condemnation), shall continue to apply after and shall not be affected by the annexation of Phase Two, until Phase Two is improved in the manner prescribed in Section 3.3 of the Declaration and all Buildings and Units situated upon Phase Two are substantially complete. In addition, during the period that the Common Interest of each Unit in Phase One of the Project remains as set forth in the Declaration (as amended prior to this Amendment), as provided in the preceding sentence, only those expenses or charges pertaining to Phase One of the Project shall be used to calculate the amount of Assessments, and during said period no regular monthly

Assessments or special Assessment shall be levied against any Unit in Phase One of the Project with respect to any expenses or charged incurred with respect to Phase Two of the Project.

- (b) Notwithstanding any provision contained in the Declaration, as heretofore or hereby amended, to the contrary, no regular monthly Assessment shall be levied against any Unit situated in Phase Two of the Project or become the personal liability of the Owner of any such Unit or be secured by any Assessment lien against any such Unit until such time as Certificate(s) of Occupancy respecting all of the Units located in Phase Two of the Project are issued by the City of Austin, Texas.
  - (c) At such time as Certificate(s) of Occupancy respecting all of the Units located in Phase Two of the Project are issued by the City of Austin, Texas (evidencing the substantial completion of the Buildings and Units in said Phase Two), then, as of the first day of the calendar month next following the issuance of such Certificate(s), the Owner(s) of such Unit(s) (whether the Successor Declarant or any other party) shall become personally responsible for the payment of the regular monthly Assessment property allocated to each such Unit and an Assessment lien shall attach to such Unit to secure the payment of such Assessment.
  - (d) Except as expressed in this paragraph, to the contrary, the rights and obligations of the Successor Declarant, its successors and assigns, for paying or not paying regular monthly Assessments, as expressed in the Declaration as heretofore amended, shall remain unaffected hereby.
7. Pursuant to Section 2.11 of the Declaration as heretofore amended, the Original Declarant has transferred, assigned and conveyed, and does hereby transfer, assign and convey all of its rights, entitlements and obligations as Declarant under the Declaration, as heretofore amended and as hereby amended, unto the Successor Declarant, and does hereby formerly designate the Successor Declarant as Declarant under the Declaration has accepted, and does hereby accept, effective as of the date of the recordation of this Amendment, all of the rights, entitlements and obligations of Declarant under the terms of the Declaration, as heretofore amended and as hereby amended. Without intending to limit the generality of the foregoing, the Successor Declarant does hereby agree to assume the performance of all responsibilities of Declarant under the terms of the Declaration, as heretofore amended and as hereby amended, beginning on and with the date of the recordation of this Amendment, excluding only such responsibilities, obligations and liabilities, if any, for which the Original Declarant may be responsible by reason of acts or omissions on the part of such Original Declarant or which arise out of events preceding the recordation of this Amendment.
8. The Successor Declarant has specifically requested the Original Declarant to execute and record this Amendment to the Declaration. The Successor Declarant has approved, and does hereby approve this Amendment and the contents thereof and does hereby accept all responsibilities and obligations arising out of or in any way related to the preparation, execution and recordation of this Amendment and all acts and omissions attributable to the Successor Declarant occurring or not occurring hereafter.
9. As a part of the consideration of the sale and conveyance of the Condominium Units comprising Phase Two of the Project by the Original Declarant to the Successor Declarant, the Successor Declarant has agreed, and does hereby agree, to defend, indemnify and save the Original Declarant harmless from and against any and all claims, rights, demands, causes of action and liabilities of every kind and character, known and unknown, including without limitation attorney's fees, arising out of or in any way related to the obligations and responsibilities of the Successor Declarant as expressed above in this Amendment, including without limitation any ad all of such arising out of or in any way related to the preparation and recordation of this Amendment.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

AUSTIN-IND CORPORATION

By: \_\_\_\_\_  
Its \_\_\_\_\_ President

TRAVIS OAKS PARTNERS, LTD.

By: \_\_\_\_\_  
J. Scott Mann, III  
President

THE STATE OF TEXAS \*

COUNTY OF TRAVIS \*

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1983, by \_\_\_\_\_, \_\_\_\_\_ President of AUSTIN-INDY CORPORATION, a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

Non-Official Copy