

**REMOVE EXECUTED PAGE AND
RETAIN IN SELLER'S FILES**

**CONDOMINIUM INFORMATION STATEMENT
LAKESIDE VILLAS CONDOMINIUMS**

PURCHASER'S AFFIRMATION AND RECEIPT OF CONDOMINIUM DOCUMENTS

I/WE, THE UNDERSIGNED PURCHASER(S), HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

- (A) THAT ON THE DATE SHOWN BELOW I RECEIVED THE FOLLOWING INFORMATION FOR LAKESIDE VILLAS CONDOMINIUMS:
- CONDOMINIUM INFORMATION STATEMENT;
DECLARATION OF CONDOMINIUM REGIME;
COMMUNITY MANUAL;
PROPOSED BUDGET;
LIMITED WARRANTY;
MASTER DECLARATION; AND
MASTER ASSOCIATION DEDICATORY INSTRUMENTS.
- (B) I/WE (1) RECEIVED A CONDOMINIUM INFORMATION STATEMENT FROM THE SELLER BEFORE I/WE SIGNED THE PURCHASE CONTRACT AND/OR (2) SIGNED A PURCHASE CONTRACT THAT CONTAINED AN UNDERLINED OR BOLD-PRINT PROVISION ACKNOWLEDGING MY RECEIPT OF THE CONDOMINIUM INFORMATION STATEMENT AND RECOMMENDING THAT I/WE READ THE CONDOMINIUM INFORMATION STATEMENT BEFORE EXECUTING THE PURCHASE CONTRACT AND/OR (3) HAVE RECEIVED THE CONDOMINIUM INFORMATION STATEMENT ON THE DATE INDICATED BELOW.
- (C) HAVING RECEIVED THE CONDOMINIUM INFORMATION STATEMENT PRIOR TO EXECUTING THE PURCHASE CONTRACT, I/WE DO NOT HAVE THE RIGHT OF RESCISSION AFFORDED PURSUANT TO SECTION 82.156(B) OF THE TEXAS UNIFORM CONDOMINIUM ACT.

PURCHASER 1:

Date I received the items set forth in subparagraph (A) above: _____, 20____

Signed: _____

Printed Name: _____

Date Signed: _____

PURCHASER 2:

Date I received the items set forth in subparagraph (A) above: _____, 20____

Signed: _____

Printed Name: _____

Date Signed: _____

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



LAKESIDE VILLAS CONDOMINIUMS

**CONDOMINIUM INFORMATION
STATEMENT**

ISSUED APRIL 4, 2023

Declarant: MANSFIELD INVESTORS LLC, a Texas limited liability company

LAKESIDE VILLAS CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

NOTICE TO PURCHASER
READ THIS DOCUMENT FOR YOUR OWN PROTECTION.
IT CONTAINS INFORMATION REQUIRED BY STATUTE FOR ALL TEXAS
CONDOMINIUMS CREATED AFTER JANUARY 1, 1994.

NAME OF CONDOMINIUM: Lakeside Villas Condominiums

LOCATION OF CONDOMINIUM: 4300 Mansfield Dam Road, Austin, Texas 78734

NAME OF DECLARANT: **MANSFIELD INVESTORS LLC**, a Texas limited liability company

ADDRESS OF DECLARANT: 13117 Zen Gardens Way, Austin, Texas 78732

EFFECTIVE DATE OF CONDOMINIUM INFORMATION STATEMENT: April 4, 2023

This Condominium Information Statement presents certain information regarding the condominium regime and the Units being offered for sale by Declarant. It consists of two parts, a narrative portion and an exhibits portion. The exhibits include legal documents that will be required for the creation and operation of the condominium. The exhibits will control in the event of any inconsistency between the exhibits and the narrative.

This Condominium Information Statement is not intended to be all-inclusive or to address every significant feature of the condominium. Because purchasing real property is an important decision, the purchaser is encouraged to review this Condominium Information Statement with an attorney and to consult other sources for information not covered by this Condominium Information Statement.

Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Residential Declaration or the Master Declaration, as applicable (as defined below).

LAKESIDE VILLAS CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

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ATTACHMENT 3	Residential Units and Common Interest Allocations
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ATTACHMENT 6	Residential Community Manual, as supplemented
ATTACHMENT 7	Master Community Manual

LAKESIDE VILLAS CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

1. INTRODUCTION

MANSFIELD INVESTORS LLC, a Texas limited liability company (“**Declarant**”), is the developer of Lakeside Villas Condominiums (the “**Regime**”). The principal office and mailing address of Declarant is 13117 Zen Gardens Way, Austin, Texas 78732 and the initial mailing address of the Regime is 4300 Mansfield Dam Road, Austin, Texas 78734.

House Resolution 2600, passed as Public Law No. 113-167 on September 26, 2014, and effective on March 25, 2015, exempts the Residential Units (as defined below) from registration under the Interstate Land Sales Full Disclosure Act, 15 USC §1701 et seq. (the “**Act**”); accordingly, the Residential Units are not registered under the Act and a prospective purchaser will not receive a Property Report as contemplated thereunder.

The Residential Condominium Regime and the Master Condominium Regime are sometimes collectively referred to herein as the “**Regimes**”.

2. CONDOMINIUM OWNERSHIP

The Residential Condominium Regime utilizes the condominium form of ownership and is established pursuant to the Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas, as amended (collectively, the “**Residential Declaration**” and the regime established under the Residential Declaration being referred to herein as the “**Residential Condominium Regime**”). The Residential Declaration establishes individual residential units (individually, a “**Residential Unit**” or a “**Unit**”) by the subdivision of Residential Master Unit 1, Residential Master Unit 2, Residential Master Unit 3, Residential Master Unit 4, Residential Master Unit 5, and Residential Master Unit 6 (the “**Residential Master Units**” or the “**Property**”), created pursuant to that certain Declaration of Condominium Regime for Lakeside Master Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas, as amended (collectively, the “**Master Declaration**”). The condominium regime established under the Master Declaration is referred to herein as the “**Master Condominium Regime**”. The Residential Declaration and Master Declaration are attached to this Condominium Information Statement as Attachment 1 and Attachment 2, respectively.

The terms and provisions of the Residential Declaration will be subordinate, in certain respects, to the terms and provisions of the Master Declaration in the sense that the Master Declaration will establish rights, duties, and obligations associated with each Master Unit, including the Residential Master Units, and the Residential Declaration subdivides the Residential Master Units into individual Residential Units and will establish rights, duties, and obligations associated with each Residential Unit.

By acquiring a Residential Unit, you will be under the jurisdiction of two nonprofit Associations: a master association, known as the Lakeside Master Condominium Community, Inc., a Texas non-profit corporation (the “**Master Association**”), comprised of owners of Master Units and a residential association, known as Lakeside Villas Condominium Community, Inc., a Texas non-profit corporation, d/b/a Lakeside at the Park Condominium Community, Inc. (the “**Association**” or the “**Residential Association**”), comprised of the owners of Residential Units. Since as an owner of a Residential Unit you will be under the jurisdiction of two associations, you will pay an allocated share of assessments to the Master Association and the Residential Association. Expenses incurred by the Residential Association and the Master Association include maintenance costs, capital repairs, reserve funds, insurance premiums, administrative costs, and all other costs and expenses incurred by each association to

discharge their respective rights, duties and responsibilities under the Master Declaration, the Residential Declaration, organizational documents of the Master Association and the Residential Association, and Applicable Law. The Residential Association will collect all assessments and fees payable to the Master Association and will remit such amounts to the Master Association.

Within the Residential Condominium Regime, each Owner of a Residential Unit will own its Residential Unit in its entirety. All other portions of the Residential Condominium Regime will be designated as either “**Limited Common Elements**” or “**General Common Elements**” of the Residential Condominium Regime. Limited Common Elements and General Common Elements of the Residential Condominium Regime are sometimes referred to herein collectively as “**Common Elements**”. Limited Common Elements are Common Elements allocated for the exclusive use of one or more owners of Residential Units. Certain Common Elements established by the Residential Declaration will be maintained by the Residential Association, with the maintenance costs, capital repairs, reserve funds, insurance premiums, and administrative costs allocated to each Residential Unit. These regular and recurring expenses will be collected by the Residential Association as “**Regular Assessments.**” Regular Assessments are allocated to each Residential Unit based on size.

Each purchaser of a Residential Unit will own an undivided interest in the Common Elements of the Residential Condominium Regime. The undivided interest in the Common Elements owned and appurtenant to each Residential Unit is expressed as a percentage on Attachment 3 of this Condominium Information Statement.

3. PROPERTY/UNITS

The property submitted to the terms of the Master Declaration consists of approximately 8.653 acres in Travis County, Texas, as more particularly described on Exhibit “A” of the Master Declaration (the “**Property**”).

Once the Master Declaration is recorded in the Official Public Records of Travis County, Texas, the Property will initially consist of three (3) Master Units: the Residential Master Unit 1, the Residential Master Unit 2 and the Development Master Unit 1 (the “**Master Units**”). The Declarant has reserved the right to create up to ten (10) Master Units which may be created by subdividing and/or combining one or more Master Units or converting Master Units and/or additional property into Master Units. The minimum number of additional Master Units that may be created is zero (0) and the maximum number of additional Master Units is seven (7). The Declarant may also combine Master Units. At this time, the Declarant has created six (6) Master Units.

Once the Residential Declaration is recorded in the Official Public Records of Travis County, the Residential Master Unit 1 and Residential Master Unit 2 will be further subdivided into six (6) individual Residential Units. The Declarant has reserved the right to create up to sixty (60) Residential Units which may be created by subdividing and/or combining one or more Residential Units or converting Residential Units and/or additional land into Residential Units. The minimum number of additional Residential Units that may be created is zero (0) and the maximum number of additional Residential Units is fifty-two (52). At this time, the Declarant has created twenty (20) Residential Units.

4. THE MASTER ASSOCIATION AND RESIDENTIAL ASSOCIATION

The Master Association and the Residential Association will each be a separate Texas non-profit corporation. The Declarant, as permitted by Texas Uniform Condominium Act, retained the right to

control the operation and administration of the Master Association and the Residential Association by the appointment of the board members and officers of each association. The period of time the Declarant is allowed to retain control of each association through the appointment of board members and officers is limited by the Texas Uniform Condominium Act, which limitations are described below.

Master Association

The Declarant has reserved the right to create ten (10) Master Units under the Master Declaration. Until fifty percent (50%) percent of the number of Master Units the Declarant has reserved the right to create have been conveyed to owners other than Declarant, or earlier if Declarant so determines, Declarant may appoint and remove all board members and officers of the Master Association. Within one hundred twenty (120) days after fifty percent (50%) of the number of Master Units the Declarant has reserved the right to create have been conveyed to owners other than Declarant, at least one-third of the board members of the Master Association (the “**Master Board**”) will be elected by owners of Master Units other than Declarant.

Residential Association.

The Declarant has reserved the right to create sixty (60) Residential Units under the Residential Declaration. Until fifty percent (50%) percent of the number of Residential Units the Declarant has reserved the right to create have been conveyed to owners other than Declarant, or earlier if Declarant so determines, Declarant may appoint and remove all board members and officers of the Residential Association. Within 120 days after fifty percent (50%) of the number of Residential Units the Declarant has reserved the right to create have been conveyed to owners other than Declarant, at least one-third of the board members of the Residential Association (the “**Residential Board**”) will be elected by owners of Residential Units other than Declarant. Within 120 days after 75% of the Residential Units the Declarant has reserved the right to create have been conveyed to owners other than Declarant, the owners of Residential Units, including the Declarant, will elect the Residential Board, and the Residential Board will appoint the officers of the Residential Association.

5. DESCRIPTION OF UNITS

The Residential Units are described on Attachment 1 to the Residential Declaration. Section 82.153(c) of the Texas Uniform Condominium Act requires that the Declarant promptly amend this Condominium Information Statement to reflect a material and substantial change in its contents, and to furnish a copy of the amendment to the purchaser if the change adversely affects the purchaser. All references to square footage sizes on any website maintained by the Declarant or a broker, or on any marketing material provided to the purchaser is an estimate only. Purchasers should rely solely on Attachment 1 attached to the Residential Declaration for a description of a Residential Unit.

Unit Measurements

The size of a Residential Unit may be measured in different ways for different purposes, such as for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. Measurements may be of the area under roof, or the air-conditioned space, or the area within the Residential Unit’s legal boundaries. The legal boundaries of each Residential Unit are established in the Residential Declaration.

6. ESTIMATED MONTHLY ASSESSMENTS AND FEES PAYABLE TO THE ASSOCIATIONS AT CLOSING

The Residential Declaration requires that each purchaser of a Residential Unit contribute an amount equal to Five Thousand and No/100 (\$5,000.00) to the Residential Association for the Residential Association's reserve fund. This amount will be paid when the purchaser acquires title to the Residential Unit and will be a part of the purchaser's closing costs. Attachment 4 to this Condominium Information Statement includes an estimate of monthly assessments for each Residential Unit for the first fiscal year of the Master Association and the Residential Association. Note, that the estimated monthly assessment on Attachment 4 is a single sum, but includes the estimated monthly assessment payable to the Master Association. Additionally, note that monthly assessments may change over time. Contributions to the reserve fund are not advance payments of Assessments and are not refundable. Declarant cannot use reserve funds to pay the Association's operational expenses while the Declarant controls the Association.

7. ENCUMBRANCES

Title to each Residential Unit and all Common Elements will be subject to all easements, restrictions, liens, leases and encumbrances recorded against the Property and easements established by the Master Declaration and Residential Declaration. The recorded easements, restrictions, liens, leases and encumbrances are listed on Attachment 2 to the Master Declaration and Attachment 2 to the Residential Declaration. When you receive a title commitment for the Residential Unit, these items will be listed on Schedule B of the title commitment. There may be additional items listed on Schedule B that are not included on Attachment 2 to the Master Declaration and Attachment 2 to the Residential Declaration. Each purchaser is advised to review Schedule B of the title commitment and to request copies of any items listed on Schedule B from the title company handling the closing.

8. LIMITED WARRANTY

The Limited Warranty for a Residential Unit is attached to this Condominium Information Statement as Attachment 5. The purchaser should review the limited warranty carefully since there are procedures that must be followed by the purchaser after acquiring their Residential Unit to maintain the validity of the warranty and to properly present claims under the warranty. The limited warranty is of limited duration. Warranty services may be provided by a third-party not affiliated with the Declarant, and those services may require access to the Residential Unit.

9. NO JUDGMENTS OR SUITS

Declarant has no actual knowledge of any unsatisfied judgments against the Property nor of any pending suits to which the Residential Association or the Master Association is a party, or which are material to land title and construction of the project.

10. COMMUNITY RULES; FEES FOR USE OF COMMON ELEMENTS

The bylaws, rules and policies for the Residential Condominium Regime are included in Residential Community Manual, attached hereto as Attachment 6. The bylaws and policies for the Master Condominium Regime are included in the Master Community Manual, attached hereto as Attachment 7. The Residential Association and/or the Master Association may, from time to time, adopt modifications or amendments to the bylaws, rules and policies, and may adopt additional rules and policies from time

to time, but any modification or amendment must be approved by the Declarant during the Development Period. The Certificate of Formation of the Residential Association and the Master Association is included in the community manual for each respective association. The Residential Association and the Master Association may, from time to time, charge owners, occupants, and/or guests for the use of certain General Common Elements and amenities within the Property.

11. INSURANCE

The Residential Association will obtain insurance coverage required pursuant to Section 82.111 of the Texas Uniform Condominium Act. The insurance will cover the Residential Units as originally constructed by Declarant, and Common Elements established under the Residential Declaration. The property insurance on the Residential Units will exclude improvements or betterments installed by the purchaser after closing. In other words, if a purchaser installs upgrades or features after closing, those items are not covered. It is possible that additional lines of insurance will be obtained by the Residential Association. In any event, the Declarant will cause the Residential Association to obtain insurance for the Property in accordance with Section 82.111 of the Texas Uniform Condominium Act, and such insurance will be in place prior to the first closing of a Residential Unit.

The Residential Association will obtain commercial general liability insurance, including medical payments, which insurance will cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements. Each property and commercial liability insurance policy carried by the Residential Association will provide that: (i) each Residential Unit owner is an insured person under the policy with respect to liability arising out of the person's ownership of an undivided interest in the Common Elements or membership in the Residential Association; (ii) the insurer waives its right to subrogation under the policy against each Residential Unit owner; (iii) no action or omission of a Residential Unit owner, unless within the scope of such owner's authority on behalf of the Residential Association, will void the policy or be a condition to recovery under the policy; and (iv) if, at the time of a loss under the policy, there is other insurance in the name of an owner covering the same property covered by the policies obtained by the Residential Association, the Residential Association's policy provides primary insurance.

The insurance obtained by the Residential Association will not cover or provide protection for an owner's personal property (including vehicles) or liability coverage for accidents that occur within a Residential Unit. Each Residential Owner should obtain a separate policy for personal property within the Residential Owner's Unit; any additions to the Residential Unit installed or caused to be installed by the Owner after closing, and for accidents that may occur in the Owner's Residential Unit.

12. BUDGET

The estimated and proposed budget for the first fiscal year of the Residential Association and the Master Association is attached to this Condominium Information Statement as Attachment 4, and were prepared by Goodwin Management, Inc., 11149 Research Blvd., Suite 100, Austin, TX 78759. There were several assumptions made when preparing the budgets, namely: (i) 100% occupancy of the Master Units and Residential Units; (ii) a 100% net collection rate; and (iii) no adjustment for inflation. The budget attached to this Condominium Information Statement may go up or down based on many factors and are presently only estimates. The Declarant is not and will not fund reserves. Reserves will be accumulated over time through assessments or fees paid by the owners of Residential Units (for the residential budget) and Master Units (for the master budget).

13. DECLARANT RIGHTS

Declarant has reserved rights to complete the project and market and sale Residential Units and Master Units. These rights are specifically set forth in the Master Declaration and the Residential Declaration. As required by the Texas Uniform Condominium Act, the Developer has reserved these rights for a specified period of time known as the “**Development Period**”. The Development Period under the Master Declaration is Declaration is seventy-five (75) years and the Development Period under the Residential Declaration is ten (10) years. What follows is a brief summary of those rights. For a complete description, please refer to the Declaration. In addition, see Section 4 of this Condominium Information Statement which describes Declarant control of the Master Association and the Residential Association.

- (i). Annexation. During the Development Period, Declarant may annex additional property into the Residential Condominium Regime and the Master Condominium Regime.
- (ii). Creation of Units. When created, the Residential Condominium Regime is anticipated to contain six (6) Residential Units; however, Declarant has reserved the right to create up to sixty (60) Residential Units. When created, the Master Condominium Regime is anticipated to contain three (3) Master Units; however, Declarant has reserved the right to create ten (10) Master Units.
- (iii). Architectural Control. During the Development Period, Declarant has the right to review and approve all improvements.
- (iv). Transfer Fees. During the Development Period, Declarant will not pay transfer-related and resale certificate fees.
- (v). Subordinate Declaration. Declarant has reserved the right to file subordinate condominium declarations for the subdivision and administration of the Master Units.
- (vi). Statutory Development Rights. As permitted by the Texas Uniform Condominium Act, Declarant has reserved the right under the Master Declaration or the Residential Declaration (during the respective Development Period under each document): (i) to add real property to the Regimes; (ii) to create units, general common elements, and limited common elements; (iii) to subdivide units and convert units into common elements; and (iv) to withdraw any portion of the real property marked on the Plat and Plans as “Development Rights Reserved” or “Subject to Development Rights,” provided that no Master Unit or Residential Unit in the portion to be withdrawn has been conveyed to an owner other than Declarant.
- (vii). Amendment. Declarant has reserved the right to amend the Master Declaration and Residential Declaration under certain circumstances. For example: (a) to exercise any of the rights described in item (vi) above; (b) to meet the requirements, standards, or recommended guidelines of an underwriting lender to enable an institutional or governmental lender to make or purchase mortgage loans; (c) to correct any defects in the execution of the Master Declaration, Residential Declaration or the other related documents; and (d) to resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Master Declaration, Residential Declaration or the other related documents.
- (viii). Additional Rights. Declarant has reserved the following rights: (i) to complete all improvements anticipated to be constructed within the Property; (ii) to exercise any

development right as defined in Section 82.003(a)(12) of the Texas Uniform Condominium Act; (iii) to make the Master Condominium Regime and the Residential Condominium Regime part of a larger condominium or planned community; (iv) to maintain sales, management, and leasing offices, signs, and models within the Master Condominium Regime and the Residential Condominium Regime; and (v) to use easements through the common areas for the purpose of making improvements within the Regimes or within real property that may be added to the Regimes.

- (ix). Additional Easements and Rights. The Declarant has reserved additional rights including: (i) an easement and right to erect, construct, and maintain on and in the common elements and units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property; (ii) the right to sell or lease any unit owned by Declarant; (iii) the right of entry and access to all units to perform warranty-related work, if any, for the benefit of the unit being entered, other units, or common elements; (iv) an easement and right to make structural changes and alterations on common elements and units used by Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein; and (v) an easement over the Property to inspect the common elements and all improvements thereon and related thereto to evaluate the maintenance and condition of the improvements; and (vi) the right to have "Claims" as defined in the Residential Declaration resolved through binding arbitration in accordance with *Article 20* of the Residential Declaration.
- (x). Changes in Development Plan. During the Development Period, Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Modifications may include, without limitation, changes in the sizes, styles, configurations, materials and appearances of Master Units, Residential Units and common elements.

14. EXHIBITS

The exhibits include documents that will be recorded or filed. Because this Condominium Information Statement is issued before those documents have been recorded, unexecuted copies may be included as exhibits. The following exhibits are included with this Condominium Information Statement and are incorporated by reference:

ATTACHMENT 1	Residential Declaration, as amended
ATTACHMENT 2	Master Declaration, as amended
ATTACHMENT 3	Residential Units and Common Interest Allocations
ATTACHMENT 4	Budgets
ATTACHMENT 5	Limited Warranty
ATTACHMENT 6	Residential Community Manual, as supplemented
ATTACHMENT 7	Master Community Manual

15. DOCUMENTS TO BE SIGNED AT CLOSING

Except for the items listed below, at closing Declarant does not require purchasers to sign documents other than loan-related documents if the purchase is financed.

- Limited Warranty
- Acknowledgement of Receipt of Condominium Information Statement and any changes made thereto
- Acknowledgment of rules, policies and procedures applicable to the Unit or the Property

16. DISCLOSURES

THE DECLARATION CONTAINS IMPORTANT DISCLOSURES AND DISCLAIMERS THAT OWNER SHOULD CLOSELY REVIEW, INCLUDING THE FOLLOWING:

- (i). Dispute Resolution. PURCHASER ACKNOWLEDGES AND AGREES THAT A “CLAIM”, FOR THE PURPOSE OF THIS PARAGRAPH, INCLUDES: (1) CLAIMS UNDER THE RESIDENTIAL DECLARATION OR THE TEXAS UNIFORM CONDOMINIUM ACT RELATING TO THE RIGHTS AND/OR DUTIES OF THE DECLARANT, THE RESIDENTIAL ASSOCIATION, AND ANY OWNER OF A RESIDENTIAL UNIT; (2) CLAIMS RELATING TO THE ACTS OR OMISSIONS OF THE DECLARANT, THE RESIDENTIAL ASSOCIATION, THE ARCHITECTURAL REVIEW AUTHORITY, AND A PERSON SERVING AS A BOARD MEMBER, OR OFFICER OF THE RESIDENTIAL ASSOCIATION; AND (3) CLAIMS RELATING TO THE DESIGN OR CONSTRUCTION OF THE RESIDENTIAL UNITS OR COMMON ELEMENTS OR ANY IMPROVEMENT IN THE RESIDENTIAL CONDOMINIUM REGIME. ANY CLAIM MUST BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THE RESIDENTIAL DECLARATION. THE DISPUTE RESOLUTION PROCEDURES IN THE RESIDENTIAL DECLARATION REQUIRE BINDING ARBITRATION AND FURTHER REQUIRE THAT CERTAIN STEPS BE TAKEN AS A PRECONDITION TO THE INITIATION OF BINDING ARBITRATION.

Declarant has no actual knowledge of any false or misleading statement or any omission of material fact in any portion of this Condominium Information Statement, including the exhibits attached hereto.

LAKESIDE VILLAS CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

ATTACHMENT 1
RESIDENTIAL DECLARATION, AS AMENDED

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
KRISTI E. STOTTS, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
e-mail: rburton@winstead.com



**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
REGIME FOR LAKESIDE VILLAS
CONDOMINIUMS**

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

THIS DOCUMENT AMENDS AND RESTATES IN ITS ENTIRETY THAT CERTAIN DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE VILLAS CONDOMINIUMS, RECORDED AS DOCUMENT NO. 2016000944 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE VILLAS CONDOMINIUMS, RECORDED AS DOCUMENT NO. 2016104475 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Note: This instrument establishes residential Units out of the "Residential Master Unit 1" as created by that certain Declaration of Condominium Regime for Lakeside Master Condominiums, recorded as Document No. 2018012904 in the Official Public Records of Travis County, Texas (the "Master Declaration"). An Owner who acquires a Unit established hereunder is also subject to the terms and provisions of the Master Declaration.

Declarant: MANSFIELD INVESTORS LLC, a Texas limited liability company

Copyright © 2018. Winstead, PC. All rights reserved. This declaration may be used only in connection with the condominium regime known as Lakeside Villas Condominiums in Travis County, Texas and the operation of Lakeside Villas Condominium Community, Inc. d/b/a Lakeside at the Park Condominium Community, Inc.

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR
LAKESIDE VILLAS CONDOMINIUMS**

This Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums (the “**Declaration**”) is made and established effective as of January 28, 2018 by **MANSFIELD INVESTORS LLC**, a Texas limited liability company (the “**Declarant**”).

RECITALS:

A. Declarant recorded that certain Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded as Document No. 2016000944 in the Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded as Document No. 2016104475 in the Official Public Records of Travis County, Texas (collectively, the “**Original Declaration**”).

B. Declarant is the owner of all the Units established by the Original Declaration and holds 100% of the votes in the Association (as defined in Article 1 of the Original Declaration). Pursuant to Section 19.1 of the Original Declaration, the Original Declaration may be amended by sixty-seven percent (67%) of the votes in the Association.

C. The Original Declaration is being amended and restated in its entirety by this Declaration. This Declaration is subordinate to the Master Declaration (defined below); the property submitted to and described in this Declaration is a unit established by the Master Declaration and is different from the property description submitted to the Original Declaration.

D. The Declarant previously executed that certain Declaration of Condominium Regime for Lakeside Master Condominiums, recorded as Document No. 2018012904 in the Official Public Records of Travis County, Texas (the “**Master Declaration**”). The Master Declaration created, among other things, a “**Residential Master Unit 1**” within the condominium regime established pursuant to the terms and provisions of the Master Declaration. The Declarant is the owner of the Residential Master Unit 1.

E. In accordance with Section 3.2 of the Master Declaration, Declarant currently has the option and ability to submit Residential Master Unit 1 to the terms and provision of a “**Sub-Declaration**” (as defined in the Master Declaration), thereby creating within the Residential Master Unit 1 a separate condominium regime – a “**Sub-Condominium**” (as defined in the Master Declaration); provided, however, that the creation of any Sub-Condominium shall not modify any obligations, limitations, rights, benefits or burdens established in the Master Declaration, except as set forth therein. Pursuant to such authority, Declarant hereby submits the Residential Master Unit 1, together with all Improvements thereon and all easements, rights,

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM REGIME
LAKESIDE VILLAS CONDOMINIUMS

and appurtenances thereto (collectively, the “**Property**”), to the terms and provisions of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating Lakeside Villas Condominiums.

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

ARTICLE 1 **DEFINITIONS**

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

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

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

1.3 “**Architectural Reviewer**” means the Declarant under the Master Declaration during the Development Period (as such term is defined in the Master Declaration). After expiration or termination of the Development Period (as such term is defined in the Master Declaration), the rights of the Architectural Reviewer will automatically be transferred to the Master Board.

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

1.5 “**Association**” means Lakeside Villas Condominium Community, Inc., a Texas non-profit corporation, d/b/a Lakeside at the Park Condominium Community, Inc., the Members of which shall be the Owners of Units within the Regime. The term “Association”

shall have the same meaning as the term "property owners association" in Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Certificate, the Bylaws, the Act, and Applicable Law.

1.6 "Board" means the Board of Directors of the Association.

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

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

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

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

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

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

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

1.14 **"Declarant Control Period"** means that period of time during which Declarant controls the operation and management of the Association, pursuant to Appendix "A" of this Declaration. The duration of Declarant Control Period expires one hundred and twenty (120) days after title to seventy-five percent (75%) of the maximum Units that may be created hereunder have been conveyed to Owners other than Declarant.

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

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

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

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

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

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

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

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

Common Elements are designated as "LCE", "Limited Common Elements", or "Limited Common Areas" on Attachment 1, attached hereto and/or as provided in *Section 5.6* and *Section 5.7* of this Declaration.

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

1.22 "**Master Association**" means Lakeside Master Condominium Community, Inc., a Texas non-profit corporation, or any successor entity.

1.23 "**Master Association Assessments**" means any charge levied by the Master Association, pursuant to the Master Declaration, the Act, or other Applicable Law.

1.24 "**Master Board**" means the Board of Directors of the Master Association.

1.25 "**Master Common Expenses**" means the expenses incurred or anticipated to be incurred by the Master Association pursuant to the terms and provisions of the Master Declaration.

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

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

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

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

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

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

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

1.33 “Regime” means the Property, the Units, General Common Elements, and Limited Common Elements that comprise the condominium regime established by this Declaration.

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

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

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

ARTICLE 2 PROPERTY SUBJECT TO DOCUMENTS

2.1. Subject To Documents.

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

2.1.2. Master Declaration. Additionally, pursuant to Section 3.3 of the Master Declaration, upon subjecting the Property to the terms and provisions of this Declaration and the acceptance of a deed to a Unit, any and all obligations (including the obligations to pay Master Assessments as provided in the Master Declaration), liabilities, limitations, rights, waivers, benefits or burdens that are vested or that may in the future become vested in or upon the Owner of the Property in relation to the Units created by this Declaration, are hereby assigned and allocated to each Unit in accordance with the allocations and assignments set forth in this Declaration.

2.1.3. **Common Expenses.** In accordance with Section 3.3 of the Master Declaration, the liability for common expenses established pursuant to the Master Declaration is apportioned among each Unit created hereby in accordance with the Common Expense Liability allocated to each Unit pursuant to *Section 5.9* below. EACH OWNER OF A UNIT AGREES TO INDEMNIFY AND HOLD HARMLESS THE DECLARANT FROM SUCH OWNER'S SHARE OF ANY AND ALL LIABILITIES, COSTS, EXPENSES (COMMON OR OTHERWISE), CHARGES AND ASSESSMENTS ALLOCATED TO SUCH OWNER'S UNIT UNDER THE TERMS AND PROVISIONS OF THIS DECLARATION.

2.1.4. **No Assignment.** This provision does not act to assign any rights retained by the Declarant under the Master Declaration or this Declaration. Any assignment of Declarant's rights under the Master Declaration or this Declaration must be by separate instrument, executed by the Declarant and Declarant's assignee and Recorded.

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

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

2.4. **Recorded Easements and Licenses.** In addition to the easements and restrictions contained in this Declaration and the Master Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of record, including those described on Attachment 2, and as shown on a Recorded plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-recorded easements, licenses, leases, and encumbrances. Each Owner further agrees to maintain any easement that crosses the Owner's Unit and for which the Association does not have express responsibility.

ARTICLE 3
PROPERTY EASEMENTS, RIGHTS AND RESTRICTIONS

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

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

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

Prior to commencing any work upon a Unit which requires access to, over or through the Common Elements or other Units, the Person performing such work must deliver to the Board, in form satisfactory to the Board:

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

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

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

(iv) all other information and assurances which the Board may reasonably require.

Notwithstanding the foregoing, no Owner, other than the Declarant, shall perform any work to any portion of his Unit or the Common Elements unless such work is approved in advance and in writing by the Architectural Reviewer.

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

3.5. **Owner's Encroachment Easement.** Every Owner is granted an easement for the existence and continuance of any encroachment by the Owner's Unit on any adjoining Unit or Common Element now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement, or movement of any portion of a Building, or as a result of condemnation or eminent domain proceedings, so that the encroachment may remain undisturbed so long as the Improvement stands. The easement granted herein is not intended to permit the continuance of any Improvement installed by an Owner not otherwise approved in advance by the Architectural Reviewer.

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

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

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

(ii) To perform maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.

(iii) To enforce the Documents.

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

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

(vi) To respond to emergencies.

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

3.8. **Utility Easement.** Declarant, during the Development Period, and the Association thereafter, may grant permits, licenses, and easements over the Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Regime. Declarant, during the Development Period, and the Association thereafter, may grant easements over and across the Units and Common Elements to the extent necessary or required to provide utilities to Units; provided, however, that such easements will not unreasonably interfere with the use of any Unit for residential purposes. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the Board and may not unreasonably interfere with the use of a Unit for residential purposes. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

NOTICE

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

3.9. **Security.** The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each Owner and Occupant acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each Owner and Occupant acknowledges and accepts that it is the sole responsibility of the Owner or Occupant to provide security for their own person and property, and each Owner and Occupant assumes all risks for loss or damage to same. Each Owner and Occupant further acknowledges that Declarant, the Association, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the Owner or Occupant relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglary, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. **Each Owner and Occupant acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of any failure to provide adequate security or the ineffectiveness of security measures undertaken.**

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

3.11. **Easement to Inspect and Right To Correct.** For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder, and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, Improvement, or condition that may exist on any portion of the Property, including the Units, and a perpetual

nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising the easement reserved hereunder, will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a utility panel may be warranted by a change of circumstance, imprecise siting, or desire to comply more fully with Applicable Law. This Section may not be construed to create a duty for Declarant or the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant, and the Declarant's architect, engineer, other design professionals, builder, and general contractor an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and each Unit for the purposes contained in this Section.

ARTICLE 4 **DISCLOSURES**

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

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

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

4.3. **Zoning.** No representations are made regarding the zoning of adjacent property. The zoning and use of adjacent property may change in the future.

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

4.5. **Concrete.**

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

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

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

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

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

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

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

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

4.12. **Sounds.** No representations are made that the Unit is or will be soundproof or that sound and/or vibrations may not be transmitted from one Unit to another or from the Common Elements (including, but not limited to, any amenity areas) to a Unit. Sound transmissions and/or vibrations between Units and Common Elements are inherent in attached condominium construction and are not construction defects. The plumbing and concrete, tile, and hardwood surfaces and other uncovered surfaces within a Unit may transmit noise from one Unit to another.

4.13. **Suburban Environment.** The Property is located in a suburban environment. Land adjacent or near the Property may currently contain, or may be developed to contain residential and commercial uses. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, trains and other generators of sound and vibrations typically found in an suburban area. In addition to sound and vibration, there may be odors (from restaurants, food being prepared and dumpsters) and light (from signs, streetlights, other buildings, car headlights and other similar items) in suburban areas and these things are part of the reality and vibrancy of suburban living. The Units are not constructed to be soundproof or free from vibrations. Sounds and vibrations can also be generated from sources located within a Unit or the Common Elements including heating and air conditioning equipment, pump rooms, other mechanical equipment, dogs barking and the playing of certain kinds of music.

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

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

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

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

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

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

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

4.21. **Stone.** Veins and colors of any marble, slate or other stone in the Unit, if any, may vary drastically from one piece of stone to another. Each piece is different. Marble, granite, slate and other stone can also have chips and shattering veins, which look like scratches. The thickness of the joints between marble, granite, slate and other stone and/or other materials against which they have been laid will vary and there will be irregularities in surface smoothness. Marble and other stone finishes may be dangerously slippery and Declarant assumes no responsibility for injuries sustained as a result of exposure to or use of such materials. Periodic use of professionally approved and applied sealant is needed to ensure

proper maintenance of the marble, granite, slate and other stone and it is the Owner's responsibility to properly maintain these materials. Marble, granite and other stone surfaces may scratch, chip or stain easily. Such substances, as part of their desirable noise attenuating properties, may flex or move slightly in order to absorb impacts. Such movement may in turn cause grout to crack or loosen or cause some cracking in the stone flooring which may need to be repaired as part of normal home maintenance.

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

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

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

4.25. **Master Declaration Easements.** Article 4 of the Master Declaration identifies certain easements which have been impressed upon or otherwise established for the benefit of the Property.

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

into the project or a Unit. Declarant retains the right to obtain and use photography of the Property (including any Unit) for publication and advertising purposes.

4.27. **Water Control and Improvement.** No irrigation may occur within five (5) feet of all Travis County Water Control and Improvement District 17 ("WCID-17") appurtenances. In addition, no trees are allowed within seven and a half (7.5) feet of all WCID-17 appurtenances.

ARTICLE 5

UNITS, LIMITED COMMON ELEMENTS & ALLOCATIONS

5.1. **Initial Submitted Units and Maximum Number of Units.** The Regime will consist of six (6) Units. During the Development Period, Declarant, as permitted in Appendix "A", has reserved the right to create a maximum of sixty (60) Units on the Property and additional property added to the Regime. To add Units to the Regime, Declarant during the Development Period may, from time to time, file an amendment to this Declaration creating such additional Units. To add additional Units to the Regime established by the Declaration, Declarant shall prepare, execute, and Record an amendment to this Declaration and the Plat and Plans which amendment will: (i) assign an identifying number to each new Unit; (ii) reallocate the Common Interest Allocation among all Units then existing within the Regime; (iii) describe any Limited Common Elements; if any, created or designated to each new Unit; and (iv) with respect to new Units, include the information required by Section 82.055 and Section 82.059(b) of the Texas Uniform Condominium Act. To add additional property to the Regime, Declarant will Record a declaration of annexation in the Official Public Records of Travis County, Texas, which will include a description of the additional real property. The declaration of annexation may also include a description of the Units added to the Regime if the Declarant elects to create Units upon Recordation of the declaration of annexation OR Declarant may elect to create additional Units or Common Elements on the additional property subsequent to the Recordation of the declaration of annexation. No assurance is given as to the dispersion of new Units, total number of new Units, or size of such Units.

5.2. **Unit Boundaries.** The boundaries and identifying number of each Unit are shown on the Plat and Plans attached as Attachment 1. Each Unit does not have to be contiguous. The boundaries are further described as follows:

(i) **Horizontal (Upper and Lower) Boundaries.** The upper horizontal boundary of each Unit is the horizontal plane formed by the outside facing surface of the material which comprises the permanent ceiling in the Unit. The lower horizontal boundary of each Unit is as follows: (i) the horizontal plane formed by the uppermost surface of the unfinished concrete (in the instance where the lower horizontal boundary of the Unit is on the ground floor) and (ii) the uppermost surface of the material comprising the permanent sub-floor of the Unit (in the instance where the lower horizontal boundary of the Unit is not on the ground floor). The actual concrete slab foundation is a General Common

Element. Anything on or affixed to the top of unfinished concrete or the sub-floor is part of the Unit. If a Unit comprises multiple floors, the horizontal boundary of each portion of the Unit is defined pursuant to this *Section 5.2* independently of the portion of the same Unit located on a different floor.

(ii) Vertical (Perimeter) Boundaries. The vertical or perimeter boundaries of each Unit are as follows:

(A) For portions of the Unit which adjoin an exterior wall of the Building, the lateral boundaries are the planes which extend from the lower horizontal boundary of the Unit to the upper horizontal boundary of the Unit defined by the inside-facing surfaces of the brick veneer, siding, stucco, or other material comprising the outermost component of the exterior wall and by the outside-facing surfaces of the outermost component of doors and windows in the perimeter walls. For example, if the outermost material is siding, the Unit extends to the inside-facing surface of the siding, and includes the entire wall cavity. All doors, windows, and garage doors, if applicable, servicing a single Unit are part of that Unit.

(B) For portions of the Unit which adjoin a wall separating one Unit from another Unit, the vertical plane created by the centerline of such wall, extending from the lower horizontal boundary of the Unit to the upper horizontal boundary of the Unit.

(C) For portions of the Unit which adjoin a wall separating the Unit from Common Element or Limited Common Element, as depicted on the Plats and Plans, the vertical plane created by the centerline of such wall, extending from the lower horizontal boundary of the Unit to the upper horizontal boundary of the Unit.

5.3. No Relation to Living Areas. The space contained within the Unit's vertical and horizontal boundaries is not related to the size of the Unit's living areas. Similarly, the Units are initially marketed on the basis of representational floorplans, each of which is marked with an estimated size taken from architectural drawings. Those marketing sizes may vary from the size of the actual space contained within the Unit's vertical and horizontal boundaries.

5.4. Units Generally. If the foregoing description of Unit boundaries is inconsistent with the Plat and Plans, then *Section 5.2* hereof will control. It is the express intent of the Declarant that the property described as being part of a Unit shall for all purposes herein be treated as and constitutes a lawfully described "Unit" as that term is defined in the Act. In the event that there is a final judicial determination by a court of competent jurisdiction that the boundaries of a Unit or any portion thereof are so indefinite and vague so as to not create a

legally constituted "Unit" within the meaning of the Act, then that portion of the Unit that has not been adequately described shall be severed from the property deemed a part of the Unit (if the remainder of the Unit, excluding the severed portion thereof, constitutes a properly described "Unit" under the Act) and shall thereafter be deemed a Limited Common Element reserved to the exclusive use of said Unit(s), subject to the rights and obligations of other Owners with respect to said property.

5.5. **What the Unit Includes.** Each Unit includes the spaces and Improvements within the above-described vertical and horizontal boundaries, including without limitation, any windows, window screens and frames, exterior doors, door hardware, or garage doors (if applicable). Each Unit also includes improvements, fixtures, and equipment serving the Unit exclusively, whether located inside or outside the Unit, whether or not attached to or contiguous with the Unit, including but not limited to, the following (if any): water heaters, solar systems, air conditioners, utility meters, fuse boxes, electrical switches, wiring, pipes, ducts, conduits, smoke detectors, security systems, television antennas, lighting fixtures, telephone and electrical receptacles, and skylights. Each Unit also includes the elevator exclusively serving the Unit. Except as specifically included above, each Unit excludes the spaces and improvements lying outside of the vertical and horizontal boundaries. Each Unit also excludes any chute, pipe, flue, duct, wire, or conduit running through a Unit for the purpose of furnishing utility and similar services to other Units and/or Common Elements.

SIZE OF UNIT

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

5.6. **Initial Designations Of Limited Common Elements.** Portions of the Common Elements may be allocated as Limited Common Elements on the Plat and Plans, attached hereto as Attachment 1, by use of "LCE" and the identifying number of the Unit(s) to which the Limited Common Element is appurtenant, or by use of a comparable method of designation.

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

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

Unit to the total estimated square footage of all Units established by this Declaration. The same formula will be used in the event the Common Interest Allocation is reallocated as a result of any increase or decrease in the number of Units subject to this Declaration. In the event an amendment or notice of annexation to this Declaration is filed which reallocates the Common Interest Allocation as a result of any increase or decrease in the number of Units, the reallocation will be effective on the date such amendment or notice of annexation is Recorded.

5.9. **Common Expense Liability.** The percentage of liability for Common Expenses allocated to each Unit (the “**Common Expense Liability**”) and levied pursuant to Article 6 is equivalent to the Common Interest Allocation assigned to the Unit in accordance with *Section 5.8*.

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

ARTICLE 6

COVENANT FOR ASSESSMENTS

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

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

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

6.4. **Regular Assessments.**

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

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

(ii) Maintenance examination and report, as described in *Section 9.3*.

(iii) Utilities billed to the Association.

(iv) Pest control and other services obtained by the Association.

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

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

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

(viii) Insurance premiums and deductibles.

(ix) Contributions to the reserves.

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

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

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

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

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

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

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

expenses for services to Units provided through the Association and to be paid by each Unit according to benefit received as reasonably determined by the Board.

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

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

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

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

anticipates the scheduled replacement or major repair of components of the General Common Elements.

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

6.14. **Association's Right to Borrow Money.** The Association is granted the right to borrow money, subject to the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

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

6.16. **Audited Financial Statements.** The Association shall have an audited financial statement for the preceding full fiscal year of the Association prepared and made available within one hundred and twenty (120) days after the Association's fiscal year-end.

6.17. **Collection of Master Association Assessments Levied Pursuant to Master Declaration.** In accordance with Section 3.3 and Section 6.13 of the Master Declaration, unless the Master Association elects otherwise, the Association will collect from each Owner the allocated share attributable to such Owner's Unit of Master Association Assessments. The

percentage of liability for the Master Association Assessments allocated to each Unit is equal to the Common Expense Liability allocated pursuant to *Section 5.9*. The Master Association Assessments shall be paid by each Owner of a Unit together with the Regular Assessment levied hereunder by the Association. If, for any reason, the Association fails to collect the Master Association Assessments in conjunction with Regular Assessments, then the Association shall collect the Master Association Assessments from each Owner, and remit the Master Association Assessments to the Master Association in such manner as the Master Association may deem proper; provided, however, that, in any event, each Master Association Assessment will be remitted to the Master Association prior to the time when payment thereof is required by the terms and provisions of the Master Declaration.

ARTICLE 7
ASSESSMENT LIEN

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

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

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

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

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

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

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

7.7. **Lien Rights Under Master Declaration.** In addition to the lien rights granted to the Association pursuant to the terms and provisions of this Declaration, in accordance with Section 3.3 and Article 6 of the Master Declaration, each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Master Association Assessments in accordance with the terms and provisions of the Master Declaration. Each Master Association Assessment is a charge on the Unit and is secured by a continuing lien on the Unit as set forth in the Master Declaration. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing lien for Master Association Assessments attributable to a period prior to the date the Owner purchased its Unit. An express lien on each Unit has been granted and conveyed by the Declarant under the Master Declaration to the Master Association to secure the payment of the Master Association Assessments. Each Owner is advised to review the Master Declaration (and, in particular, Section 3.3, Article 6, Article 7 and Article 8 of the Master Declaration) for

more information concerning the liens granted to secure payment of the Master Association Assessments.

ARTICLE 8
EFFECT OF NONPAYMENT OF ASSESSMENTS

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 **MAINTENANCE AND REPAIR OBLIGATIONS**

9.1. **Overview.** Generally, the Association maintains the General Common Elements, and the Owner maintains the Owner's Unit and any Limited Common Elements assigned to the Owner's Unit. If any Owner fails to maintain its Unit or any Limited Common Elements assigned to the Owner's Unit, the Association may perform the work at the Owner's expense. The respective maintenance obligations of the Association and each Owner are set forth in this *Article 9* and are summarized on Attachment 4; however, to the extent of any conflict between

the provisions of this *Article 9* and the summary set forth on Attachment 4, the provisions of this *Article 9* will control.

9.2. **Association Maintains.** Unless otherwise provided in this Declaration, the Association maintains, repairs and replaces, as a Common Expense, the portions of the Property listed below, regardless of whether the portions are on Units or Common Elements:

- (i) the General Common Elements;
- (ii) driveways designated as Limited Common Elements;
- (iii) glass in all windows and doors within a Building, including those which are part of a Unit; provided, however, that expenses associated with maintenance, repair and replacement of glass surfaces of windows or doors which are part of a Unit are the responsibility of the Unit's Owner, which shall be due and payable as an Individual Assessment to the Association upon demand;
- (iv) any real and personal property owned by the Association but which is not a Common Element; and
- (v) any area, item, easement or service the maintenance of which is assigned to the Association by the Documents.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that: (i) such maintenance responsibility is assigned to an Owner under this Declaration; (ii) such maintenance responsibility is assumed by an Owner and such assumption is approved by the Board; or (iii) such property is dedicated to any local, state or federal government or quasi-governmental entity; provided, however, that in connection with any such assumption as provided in (ii) or (iii), the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant that is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Occupant and the Owner and Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. If the Association assigns any portion of its maintenance responsibilities to an Owner as permitted by the Documents, the Association will perform any such assigned obligations if not timely performed by the Owner.

The Association shall not be liable for injury or damage to Person or property caused by the elements or by the Owner or Occupant of any Unit or any other Person or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible

to maintain hereunder, except for injuries or damages arising after the Owner or Occupant of a Unit has put the Association on written notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to any Owner or Occupant of any Unit for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any of the Common Elements or any Unit. The Association shall not be liable to any Owner or Occupant, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Documents or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association or from any action taken by the Association to comply with any Applicable Law.

9.3. **Inspection Obligations.**

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

9.3.2. **Schedule of Inspections.** Inspections will take place in accordance with prudent business practices. A Guide to Association's Examination of Common Elements is attached to this Declaration as Attachment 5. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall report the contents of such written reports to the Members of the Association at the next meeting of the Members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association. Subject to the provisions of the Declaration below, the Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

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

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

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

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

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

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

(iv) To maintain, repair, clean and replace the hot tub (if any) on the patio, terrace or balcony of the Owner's Unit.

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

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

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

9.6. **Sheetrock.** Notwithstanding anything to the contrary in the Documents, the Association is not responsible for the repair and replacement of sheetrock in any Unit, or for any surface treatments on the sheetrock, regardless of the source of damage and the availability of insurance. This provision is provided for the benefit of the Association and is warranted by the difficulty of scheduling interior sheetrock work and the possibility that the Owner may not

be satisfied with the quality or appearance of spot repairs. If the Association receives insurance proceeds for sheetrock damage to a Unit and chooses to not perform the repairs, the Owner of the damaged Unit is entitled to the proceeds in exchange for written confirmation of the damage and a release from future claims for such damage.

9.7. **Party Walls.**

9.7.1. **General Rules of Law to Apply.** Each wall built as a part of the original construction of a Unit which serves and separates any two (2) adjoining Units shall constitute a party wall. To the extent not inconsistent with the provisions of this *Section 9.7*, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. No alterations may be made to any party wall other than non-structural alterations to the interior surfaces of such walls (i.e., the surfaces of such walls facing the interior of a Unit); provided, however, that under no circumstance or event will an Owner install or attach in or on a party wall any speaker, alarm, or any other device, item, component, or system designated for the creation or emission of sound. Without limitation on the foregoing, to the extent that the actions of an Owner result in damage to a party wall, the Owner responsible for such damage is obligated to restore and pay any and all costs associated with restoring the wall to its pre-damage condition.

9.7.2. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who the wall serves in equal proportions.

9.7.3. **Damage and Destruction.** If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who the wall serves may restore it, and the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

9.7.4. **Right to Contribution Runs with Land.** The right of any Owner to contribution from any other owner under this *Section 9.7* shall be appurtenant to the land and shall pass to such owner's successors-in-title.

9.7.5. **Limited Common Elements Serving Two (2) or More Units.** Limited Common Elements serving two (2) or more Units will be dealt with in the same fashion as party walls.

9.7.6. **Dispute Resolution.** In the event of any dispute arising concerning a party wall, or under the provisions of this *Section 9.7* (the "**Dispute**"), the parties shall

submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board shall appoint a mediator. If the Dispute is not resolved by mediation, the Dispute shall be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator. The decision of the arbitrator shall be binding upon the parties and shall be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for the costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Unit(s). Any such amounts assessed and chargeable against a Unit hereunder will be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in the Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Unit(s).

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

9.8.1. **Owner's Duties.** To reduce the risks associated with concentrations of mold, Owners should be proactive in preventing circumstances conducive to mold, identifying mold, and eliminating mold. Towards that end, each Owner is responsible for:

- (i) regularly inspecting the Unit for evidence of water leaks or penetrations or other conditions which may lead to mold growth;
- (ii) repairing promptly any water leaks, breaks, or malfunctions of any kind in the Unit that may cause damage to another Unit or Common Element;
- (iii) regularly inspecting the entire Unit for visible surface mold and promptly removing same using appropriate procedures; and

(iv) reporting promptly to the Association any water leak, penetration, break, or malfunction in any portion of the Unit or any adjacent Common Elements for which the Association may have maintenance responsibility.

9.8.2. **Insurance.** Many insurance policies do not cover damages related to mold. The Association is not required to maintain insurance coverage applicable to mold damage with respect to any Unit, and may not have obtained such coverage. Accordingly, an Owner who wants insurance coverage with respect to mold and mold-related damages is advised to separately purchase such insurance coverage.

9.9. **Balconies, Terraces and Patios.** It is anticipated that pergolas, hot tubs, fans, and other Improvements and betterments will be installed on balconies, terraces and patios within the Regime. Notwithstanding anything in this Declaration to the contrary, each Owner is solely responsible for the maintenance, repair, and replacement of all Improvements or betterments (including but not limited to hot tubs and pergolas) located on a balcony, terrace or patio serving such Owner's Unit. Additionally, each Owner must ensure that any Improvements located on the Owner's balcony, terrace or patio, such as a hot tub, do not leak or cause excessive run-off onto Common Elements or adjacent Units or otherwise damage Common Elements or adjacent Units. An Owner's failure to prevent leaking or excessive run-off or other damage will constitute a violation of the Documents, and the Association may cause the Improvements causing the leaking or run-off or other damage to be modified or replaced in a manner determined by the Board, in its sole and absolute discretion, and the Owner will be solely liable for the costs and expenses incurred by the Association for effecting such work. The Owner is solely liable for any damage to the Owner's Unit, Common Elements, other Units, or any other person or property caused by Improvements or betterments located on the Owner's balcony, terrace or patio. Any additional expense incurred by the Association to repair damage to any General Common Elements caused by the Owner or the Owner's Improvements or betterments located on a balcony, terrace or patio will be paid for by the Owner of the Unit to which such balcony, terrace or patio serves. The Association has the right to move or relocate the Owner's Improvements or betterments located on a balcony, terrace or patio in order to repair General Common Elements, and the Owner will pay the expenses related to such relocation of the Owner's Improvements or betterments.

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

9.11. **Owner's Default In Maintenance.** If the Board determines that an Owner has failed to properly discharge such Owner's obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at the Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform

the maintenance, the Association may do so at the Owner's expense, which will be considered an Individual Assessment against the Owner and the Owner's Unit. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of such action being the Owner's expense.

ARTICLE 10
ARCHITECTURAL COVENANTS AND CONTROL

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

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

10.3. **Architectural Control by Declarant.**

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

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

Architectural Reviewer may act solely in its self-interest and owes no duty to any other Person or any organization.

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

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

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

10.6. **Prohibition of Construction, Alteration and Improvement.** Without the Architectural Reviewer's prior written approval, no Person may commence or continue any construction, alteration, addition, Improvement, installation, modification, redecoration, or reconstruction of or to the Property, or do anything that affects the appearance, use, or structural integrity of the Property.

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

10.7. **No Deemed or Verbal Approval.** Approval by the Architectural Reviewer may not be deemed, construed, or implied from an action, a lack of action, or a verbal statement by

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

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

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

- (i) The Owner complies with *Section 3.3*.
- (ii) The Owner must adhere strictly to the plans and specifications which accompanied the application.
- (iii) The Owner must initiate, diligently prosecute, and complete the Improvement in a timely manner.

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

ARTICLE 11
USE RESTRICTIONS

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

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

11.3. **Association's Right to Promulgate Rules and Amend Community Manual.** The Association, acting through the Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. The Association, acting through a Majority of the Board, is further granted the right to amend, repeal, and enforce the Community Manual, setting forth therein such policies governing the Association as the Board determines to be in the best interest of the Association, in its sole and absolute discretion; provided, however, that during the Development Period, any modification, amendment or repeal to the Community Manual or the Rules, and each new policy or Rule, must be approved in advance and in writing by the Declarant.

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

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

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

During the Development Period, all Rules must be approved in advance and in writing by the Declarant.

11.5. **Animals - Household Pets.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). Customary domesticated household pets may be kept subject to the Rules. The Board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, locations, and behavior of animals on the Property. If the Rules fail to establish animal occupancy quotas, an Owner or Occupant shall be allowed no more than two cats, or two dogs, or one cat and one dog. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the

Board. The Board may require or effect the removal of any animal determined to be in violation of the Rules.

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

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

11.8. **Declarant Privileges.** In connection with the development and marketing of the Property, Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other Occupants, as provided in Appendix A of this Declaration. Declarant's exercise of a Development Period right that appears to violate a Rule or a Use Restriction of this Article does not constitute waiver or abandonment of the restriction by the Association.

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

11.10. **Garages.** Garages may not be enclosed or used for any purpose that would prohibit the parking of operable vehicles therein. Trucks, sports utility vehicles, vans, minivans, large sedans, or any other vehicles other than compact passenger vehicles may not fit into the garages. Declarant makes no representations or warranties that any trucks, sports utility vehicles, vans, minivans, large sedans, or any other vehicles other than compact passenger vehicles will actually fit into any garage parking spaces.

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

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

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

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

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

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

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

11.17. **Energy Efficient Roofing.** The roof components of each Building located in the Regime are Common Elements and the Owner of a Unit is not authorized to cause to be constructed or replaced any Improvements (including roofing) on Common Elements without the advance written consent of the Architectural Reviewer.

11.18. **Rainwater Harvesting Systems.** No rain barrel may be installed on any portion of the Common Elements without the advance written approval of the Architectural Reviewer.

11.19. **Flag Display and Flagpole Installation.** No flag or flagpole may be installed on any portion of the Common Elements without the advance written approval of the Architectural Reviewer.

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

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

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

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

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

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

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

11.21.5. Cable. The Property is designed with a conduit for use with cable television lines. Each Owner may use the conduit for its intended purpose and no other purpose. The draping of cable wires on the exteriors of buildings or the installation of additional conduits are prohibited without the Board's prior written consent.

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

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

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

11.24. Door Locks. Owners must allow representatives of the Association and other emergency personnel access to their Units in case of emergencies. In the case of any emergency originating in, or threatening, any Unit, regardless of whether the Owner is present at the time

of such emergency, the Board, the manager or any other person authorized by the Board or Manager shall have the right to enter into such Unit for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate.

11.25. **No Piercing of Walls.** In addition to and without limiting the provisions set forth in *Article 10* of this Declaration, an Owner or other Person authorized by such Owner shall not pierce any of the Unit walls with any type of nail, screw, drill bit or other similar item in excess of ¾ inch in length without first obtaining the consent of the Architectural Reviewer as set forth in *Article 10*.

11.26. **Balconies, Terraces and Patios.** No linens, cloths, clothing, towels, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, bicycles or other articles, shall be stored, shaken or hung from or on any of the windows, doors, decks, patios, terraces or balconies, or other portions of the Regime. Certain types of furniture, lamps, and container gardens are allowed on balconies, terraces and patios if approved in advance by the Board, such approval to be made in the Board's sole and absolute discretion. The Board will have the authority to require an Owner or Occupant to remove any article from a window, door, balcony, terrace, or patio, if in the sole and exclusive discretion of the Board, the article is unsightly, offensive, or constitutes an annoyance.

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

ARTICLE 12
UNIT LEASING

12.1. **Lease Conditions.** The leasing of Units is subject to the following conditions: (i) no Unit may be rented for transient or hotel purposes or for a period less than one hundred and eighty (180) days, but in no event may a Unit be leased for less than thirty (30) days; (ii) unless otherwise permitted by the Rules, not less than an entire Unit may be leased; (iii) all leases must be in writing and must be made subject to the Documents; (iv) an Owner is responsible for providing the Owner's tenant with copies of the Documents and notifying the tenant of changes thereto; and (v) each tenant is subject to and must comply with all provisions of the Documents and Applicable Law. The Board may adopt additional requirements and restrictions which further limit the leasing of Units, and shall have the express power and authority to adopt a leasing permit system which limits the number of Units which may be leased at any one time, provided, that the leasing rules and leasing permit system is not otherwise prohibited by the requirements and/or guidelines promulgated by an Underwriting Lender. Notwithstanding the foregoing provision, any additional leasing restrictions and any leasing permit system must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

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

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

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

prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by tenant shall reduce, by the same amount, tenant's obligation to make monthly rental payments to the Owner.

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

12.2.4. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the Association, each Owner appoints the Association as the Owner's attorney-in-fact, with full authority to act in the Owner's place in all respects, for the purpose of enforcing the Documents against the Owner's tenants, including but not limited to the authority to institute forcible detainer proceedings, provided the Association gives the Owner at least 10 days' notice, by certified mail, of its intent to so enforce the Documents.

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

ARTICLE 13

ASSOCIATION OPERATIONS

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

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

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

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

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

13.6. **Merger.** Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by the Owners holding at least two-thirds (2/3) of the votes allocated to Units. On the merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property.

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

13.8. **Representation in the Master Association.** For purposes of voting and representation in the Master Association, the term "Owner" shall refer to the Association established pursuant to this Declaration, with the Board of Directors of the Association entitled to exercise all voting rights under the Master Declaration attributable to the Property.

13.9. **Manager.** The Board may delegate the performance of certain functions to one or more managers or managing agents of the Association. To assist the Board in determining whether to delegate a function, a Guide to Association's Major Management & Governance Functions is attached to this Declaration as Attachment 6. The Guide lists several of the major management and governance functions of a typical residential development with a mandatory owners association. The Guide, however, may not be construed to create legal duties for the Association and its officers, directors, members, employees, and agents that are not justified by the needs of the Association. Rather, the Guide is intended as a tool or an initial checklist for the Board to use periodically when considering a delegation of its functions. As a list of functions that owners associations commonly delegate to a manager, the Guide should not be considered as a complete list of the Board's duties, responsibilities, or functions. Notwithstanding any delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

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

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

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

13.12.1. **Information.** Within thirty (30) days after acquiring an interest in a Unit, within thirty (30) days after the Owner has notice of a change in any information required by this Subsection, and on request by the Association from time to time, an

Owner will provide the Association with the following information: (i) a copy of the Recorded deed by which Owner has acquired title to the Unit; (ii) the Owner's address, phone number, and driver's license number, if any; (iii) any Mortgagee's name, address, and loan number; (iv) the name and phone number of any Occupant other than the Owner; and (v) the name, address, and phone number of Owner's managing agent, if any.

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 **ENFORCING THE DOCUMENTS**

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

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

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

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

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

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

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

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

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

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

14.6. **Release.** Subject to the Association's obligations under this Declaration, except as otherwise provided by the Documents, each Owner hereby releases, acquits and forever discharges the Association, and its affiliates, parents, members, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties and assigns and agrees to hold such Persons harmless of and from any and all claims, damages, liabilities, costs and/or expenses (including reasonable attorneys' fees) relating to the construction of, repair or restoration of, or the sale to the Owners of the Units, or the Common Elements. This release shall release and forever discharge the Association and its affiliates, parents, members, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties and assigns, from all claims and causes of action, whether statutory or under the common law, known or unknown, now accrued, or that arise in the future.

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

ARTICLE 15 **INSURANCE**

15.1. **General Provisions.** The broad purpose of this Article is to require that the Property be insured with the types and amounts of coverage that are customary for similar types of properties and that are acceptable to mortgage lenders, guarantors, or insurers that

finance the purchase or improvement of Units. Because the insurance requirements of mortgage underwriters are subject to change, as are State-promulgated insurance regulations and policies, this Article tries to balance the need for certain minimum insurance requirements with the desire to adapt to a periodically changing insurance environment. The Board will make every reasonable effort to comply with the requirements of this Article.

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

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

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

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

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

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

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

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

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

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

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

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

15.5. **Fidelity Coverage.** The Association may maintain blanket fidelity coverage for any person who handles or is responsible for funds held or administered by the Association, whether or not the person is paid for his services. The policy should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including reserve funds, in the Association's custody while the policy is in force; or (ii) an amount equal to 3 months of Regular Assessments on all Units. A management agent that handles Association funds should be covered by a separate fidelity insurance policy with the same coverages. If the Property has more than twenty (20) Units, the Association must maintain fidelity coverage to the extent reasonably available.

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

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

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

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

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

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

appraisal. Each Owner, at such Owner's expense, will maintain any insurance coverages required by the Association pursuant to this Article.

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

ARTICLE 16 RECONSTRUCTION OR REPAIR AFTER LOSS

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

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

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

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

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

16.3. **Costs And Plans.**

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

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

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

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

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

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

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

ARTICLE 17
TERMINATION AND CONDEMNATION

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

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

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

ARTICLE 18
MORTGAGEE PROTECTION

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

18.2. **Notice of Mortgagee.** As provided in this *Article 18*, the Association is required to provide each Mortgagee with written notice upon the occurrence of certain actions as described in *Section 18.8*, or to obtain the approval of Mortgagees in the event of certain amendments to this Declaration as described in *Section 18.9* or the termination of this Declaration as described in *Section 18.4*. To enable the Association to provide the notices and obtain such approval, each Owner must provide to the Association the complete name and address of such Owner's Mortgagee, including the loan number and such additional

information concerning the Owner's Mortgagee as the Association may reasonably require. In the event an Owner fails to provide the Association with the information required by this Section 18.2 after the expiration of thirty (30) days after the Association's written request, the Owner's failure to provide such information will be considered a violation of the terms and provisions of this Declaration.

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

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

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

18.6. **Other Mortgagee Rights.**

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

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

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

18.6.4. **Right of First Refusal.** The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Unit to the Association. Any right of first refusal imposed by the Association with respect to a

lease, sale, or transfer of a Unit does not apply to a lease, sale, or transfer by a Mortgagee, including transfer by deed in lieu of foreclosure or foreclosure of a deed of trust lien..

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

18.6.6. Audit. A majority of Mortgagees shall be entitled to demand an audit of the Association's financial records

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 19
AMENDMENTS

19.1. **Consents Required.** As permitted by the Act or by this Declaration, certain amendments to this Declaration may be executed by Declarant acting alone, or by certain Owners acting alone, or by the Board acting alone. Except as otherwise provided in the Declaration, amendments to this Declaration must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association. Notice of any amendment to the Declaration which must be approved by Owners, including but not limited to the amendment requirement attributable to *Article 20* as set forth in *Section 20.1*, shall be delivered to each Member in accordance with the Bylaws. All amendments made to the Declaration, Bylaws or Certificate during the Development Period must be approved by the Secretary of Veterans Affairs or its authorized agent prior to Recording such document in the Official Public Records of Travis County, Texas, if Veterans Affairs has guaranteed any loans secured by Units in the Regime, except for amendments adding additional Units to the Regime pursuant to *Section 5.1* of the Declaration.

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

- (i) Merging or consolidating the Association (other than with another nonprofit entity formed for purposes similar to the Association pursuant to *Section 13.6*).
- (ii) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of Improvements on Units.
- (iii) The addition of land to the Declaration if the addition would increase the overall land area then subject to the Declaration by more than ten percent (10%).
- (iv) Abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of Common Elements with the exception of: (i) granting easements over and across the Common Elements otherwise permitted by this Declaration or the Act; (ii) dedicating all or any portion of a Common Element to the extent required by any governing authority or regulatory authority; (iii) adjustments to the boundary line of Common Elements if made in accordance with the provisions of this Declaration; or (iv) transferring

Common Elements pursuant to a merger or consolidation with another entity.

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

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

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

19.4. **Declarant Provisions.** Declarant has an exclusive right to unilaterally amend this Declaration for the purposes stated in Appendix "A". An amendment that may be executed by Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect Declarant's rights under this Declaration or the Act without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument. Because Appendix "A" of this Declaration is destined to become obsolete, beginning ten (10) years after the date this Declaration is first Recorded, the Board may restate, rerecord, or publish this Declaration without Appendix "A". The automatic expiration and subsequent deletion of Appendix "A" does not constitute an amendment of this Declaration. This Section may not be amended without Declarant's written and acknowledged consent.

ARTICLE 20
DISPUTE RESOLUTION

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

20.1.1. “**Claim**” means:

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

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

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

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

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

20.2. **Mandatory Procedures.** Claimant may not initiate any proceeding before any administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in *Section 20.9* below, a Claim will be resolved by binding arbitration.

20.3. **Claim by the Association – Common Elements.** In accordance with *Section 14.7* of this Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Unit Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 20.1.1* above, relating to the design or construction of a Unit (whether one or more). In the event the Association asserts a Claim related only to the Common Elements, as a precondition to providing the Notice defined in *Section 20.5*, initiating the mandatory dispute

resolution procedures set forth in this *Article 20*, or taking any other action to prosecute a Claim, the Association must:

20.3.1. Independent Report on the Condition of the Common Elements.

Obtain an independent third-party report (the "**Common Area Report**") from a licensed professional engineer which: (i) identifies the Common Elements subject to the Claim including the present physical condition of the Common Elements; (ii) describes any modification, maintenance, or repairs to the Common Elements performed by the Unit Owner(s) and/or the Association; (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Common Elements subject to the Claim. For the purposes of this section, an independent third-party report is a report obtained directly by the Association and paid for by the Association and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association in the Claim. The Association, as a precondition to providing the Notice described in *Section 20.5*, must have provided at least ten (10) days prior written notice of the inspection to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Common Elements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a claim. In addition, before providing the Notice described in *Section 20.5*, the Association shall have permitted each party subject to a Claim the right, for a period of at least ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

20.3.2. Owner Meeting and Approval.

Obtain approval from Members holding sixty-seven percent (67%) of the votes in the Association to provide the Notice described in *Section 20.5*, initiate the mandatory dispute resolution procedures set forth in this *Article 20*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any proposed engagement letter, with the terms of such engagement, between the Association and an attorney to be engaged by the Association to assert or provide assistance with the Claim (the "**Engagement Letter**"); (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not to proceed with the Claim; (v) a summary of the steps previously taken, and proposed to be taken, by the Board to resolve the Claim; (vi) an estimate of the impact on the value of each Unit if the

Claim is prosecuted and an estimate of the impact on the value of each Unit after resolution of the Claim; (vii) an estimate of the impact on the marketability of each Unit if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Unit during and after resolution of the Claim; (viii) the manner in which the Association proposes to fund the cost of prosecuting the Claim; (ix) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 20.5*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

20.4. Claim by Owners – Units and Common Elements. In the event an Owner asserts a Claim related to the Units or Common Elements, as a precondition to providing the Notice defined in *Section 20.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 20*, or taking any other action to prosecute a Claim, the Owner must obtain an independent third-party report (the “**Owner Common Area Report**”) from a licensed professional engineer which: (i) identifies the specific Units or Common Elements subject to the Claim; (ii) describes the present physical condition of the Units or Common Elements subject to the Claim; (iii) describes any modification, maintenance or repairs to the Units or Common Elements performed by the Unit Owner(s) and/or the Association; and (iv) provides specific and detailed recommendations regarding remediation and/or repair of the Units or Common Elements subject to the Claim. The Owner Common Area Report must be prepared by a person unaffiliated with the attorney or law firm that represents or will represent the Owner in the Claim. The Owner, as a precondition to providing the Notice described in *Section 20.5*, must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Owner Common Area Report, the specific Units or Common Elements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Owner Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 20.5*, the Owner shall have permitted each party subject to a Claim the right, for a period of at least ninety (90) days, to inspect and correct, any condition identified in the Owner Common Area Report.

20.5. Notice. Claimant must notify Respondent in writing of the Claim (the “**Notice**”), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent’s role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (iii) what Claimant wants

Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 20.6* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 20.6*, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. *Section 20.6* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in *Section 20.7* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 20.7* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (i) a true and correct copy of the Common Area Report; (ii) a copy of the Engagement Letter; (iii) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Elements which forms the basis of the Claim; (iv) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 20.3.2* above; and (v) and reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association, the Notice will also include a true and correct copy of the Owner Common Area Report.

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

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

mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this *Section 20.7*.

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

20.9. **Binding Arbitration-Claims.** All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (*e.g.*, a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 20.9*.

20.9.1. **Governing Rules.** If a Claim has not been resolved after Mediation as required by *Section 20.7*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 20.9* and the rules and procedures of the American Arbitration Association (“AAA”) or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Travis County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA’s “Construction Industry Dispute Resolution Procedures” and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this *Section 20.9*, this *Section 20.9* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

- (1) one arbitrator shall be selected by Respondent, in its sole and absolute discretion;
- (2) one arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and

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

20.9.2. Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 20.9* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

20.9.3. Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 20.9*.

20.9.4. Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deem just and equitable and within the scope of this *Section 20.9* and subject to *Section 20.10* (attorney's fees and costs may not be awarded by the arbitrator); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code, except that in no event may attorney's fees or costs be awarded to a Party. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

20.9.5. Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Travis County, Texas. The

arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

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

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

20.12. **Period of Limitation.**

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

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

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

ARTICLE 21 GENERAL PROVISIONS

21.1. **Supremacy of Master Declaration.** Every Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by this Declaration, he or she is also subject to the Master Declaration.

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

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

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

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

21.6. **Construction.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of

reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof. Throughout this Declaration there appears text enclosed by a box. These boxed notices are used to aid in the reader's comprehension of certain provisions of this Declaration and are not to be construed as defining or modifying the text. In the event of a conflict between the text enclosed by a box and any provision of this Declaration, the provision of the Declaration will control.

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

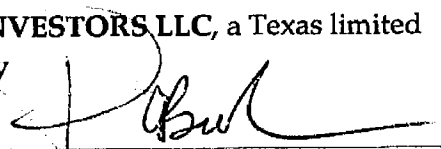
Attachment 1	Plat and Plans
Attachment 2	Encumbrances
Attachment 3	Schedule of Allocated Interests
Attachment 4	Maintenance Responsibility Chart
Attachment 5	Guide to Association's Examination of Common Elements
Attachment 6	Guide to Association's Major Management and Governance Functions
Appendix "A"	Declarant Representations and Reservations

[SIGNATURE PAGE FOLLOWS]

EXECUTED on this 26th day of January, 2018.

DECLARANT:

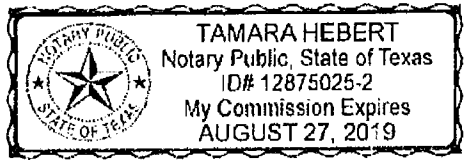
MANSFIELD INVESTORS LLC, a Texas limited liability company

By: 
Name: Philip Busker
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 21st day of JANUARY, 2018 by Philip Busker Manager of Mansfield Investors LLC, on behalf of such limited liability company.


Notary Public, State of Texas



AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM REGIME
LAKESIDE VILLAS CONDOMINIUMS

CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of the liens created by that certain (i) Deed of Trust recorded as Document No. 2014078205 in the Official Public Records of Travis County, Texas, securing a note of even date therewith; (ii) that certain Deed of Trust recorded as Document No. 2016017771 in the Official Public Records of Travis County, Texas, securing a note of even date therewith; (iii) that certain Deed of Trust recorded as Document No. 2016017651 in the Official Public Records of Travis County, Texas, securing a note of even date therewith; and (iv) that certain Deed of Trust recorded as Document No. 2016017768 in the Official Public Records of Travis County, Texas, securing a note of even date therewith (collectively, the "Liens") executes this Declaration solely for the purpose of evidencing the consent required pursuant to Section 82.051(b) of the Texas Property Code. This Consent shall not be construed or operate as any release of lien or security interest owned and held by undersigned or any part thereof.

R Bank

By: Chris Bubela
Printed Name: Chris Bubela
Title: EVP / Chief Lending Officer

THE STATE OF TEXAS §
 §
COUNTY OF Jackson §

This instrument was acknowledged before me on this 26th day of January, 2018 by Chris Bubela, EVP, CLO of R Bank, on behalf of said Corporation.

Sharon Horadam
Notary Public, State of Texas

(seal)



ID # 2593660

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM REGIME
LAKESIDE VILLAS CONDOMINIUMS

ATTACHMENT 1

CONDOMINIUM PLAT AND PLANS

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

Printed Name: _____

RPLS or License No. _____

BOUNDARIES OF UNIT

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

SEE PAGE 2 FOR ORIGINAL CERTIFICATION

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM REGIME
LAKESIDE VILLAS CONDOMINIUMS

BUILDING TIE LINE TABLE

LINE	DISTANCE	BEARING
L156	217.80'	S 09°01'29" E
L159	50.69'	N 55°30'28" W
L160	42.34'	N 04°31'25" E

COMMITMENT NOTES

- 1) TITLE COMMITMENT FROM STEWART TITLE COMPANY, GF#01247-51069.
- 2) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY VOL. 660, PG. 216, T.C.D.R.
- 3) SUBJECT TO 100' ELECTRIC EASEMENT TO THE LOWER COLORADO RIVER AUTHORITY BY VOL. 600, PG. 372, T.C.D.R., AS SHOWN HEREON.
- 4) SUBJECT TO GAS FACILITIES EASEMENT AGREEMENT TO SHARP COMMUNITY ENERGY, INC. BY DOC. NO. 2009212461, T.C.O.P.R. AS SHOWN HEREON.
- 5) SUBJECT TO OVERFLOW AND INUNDATION EASEMENT TO THE CITY OF AUSTIN BY VOL. 593, PG. 288, T.C.D.R.
- 6) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2007181842, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.
- 7) UNDERGROUND ELECTRIC UTILITY EASEMENT TO THE CITY OF AUSTIN BY DOC. NO. 2009095224, T.C.O.P.R. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.
- 8) SUBJECT TO UTILITY EASEMENT (BLANKET IN NATURE) TO TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 17 BY DOC. NO. 2014067956, T.C.O.P.R.
- 9) SUBJECT TO ELECTRIC UTILITY EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2015032493, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.

GENERAL NOTES

- 1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE CONDOMINIUM PLAT AND PLANS ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (i) IN THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE VILLAS CONDOMINIUMS (THE "DECLARATION") OR (ii) ON THE CONDOMINIUM PLAT AND PLANS OF THE REGIME.
- 2) OWNERSHIP AND USE OF CONDOMINIUM UNITS ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.
- 3) THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION 82.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

4120 Commercial Center Dr.

Suite 300

Austin, Texas 78744

TEL. (512) 326-2100 FAX (512) 326-2770

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DRAWN BY: MT
 DATE: 01/12/18 JOB NO. 31555
 REVISED: 01/24/18 SHEET 1 OF 10

LAKESIDE VILLAS CONDOMINIUMS

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

TRAVIS COUNTY, TEXAS




1/12/18

MICHAEL TURNER
TEXAS R.P.L.S. NO. 6441
FIRM REGISTRATION NO. 10110400

DATE



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

4120 Commercial Center Dr.
Suite 300

Austin, Texas 78744

TEL. (512) 326-2100 FAX (512) 326-2770

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LEGAL DESCRIPTION:

RESIDENTIAL MASTER UNIT 1 ESTABLISHED BY THAT CERTAIN
DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER
CONDOMINIUMS, RECORDED IN DOCUMENT NO. 2018012904,
OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

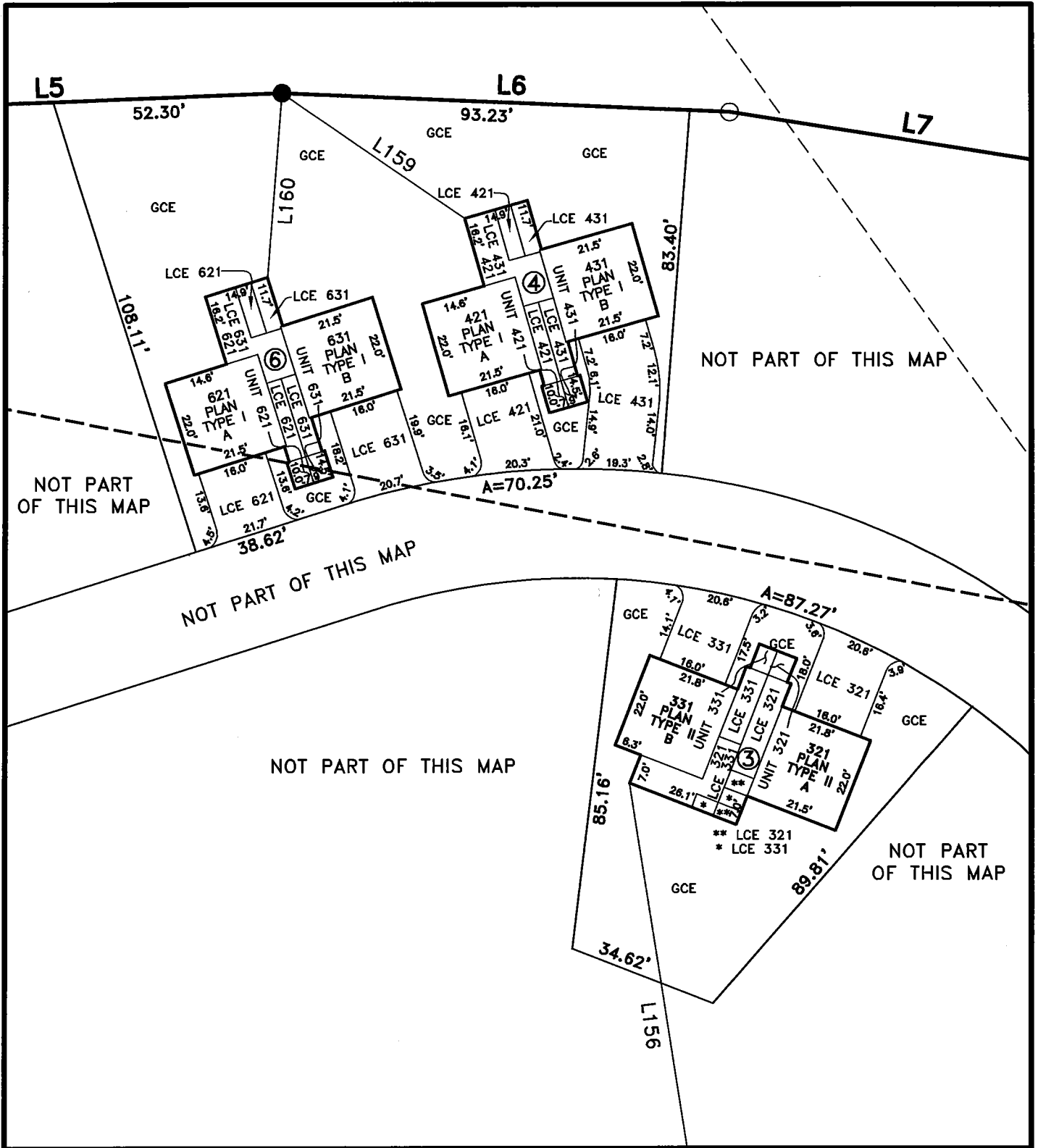
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Suite 300

Austin, Texas 78744

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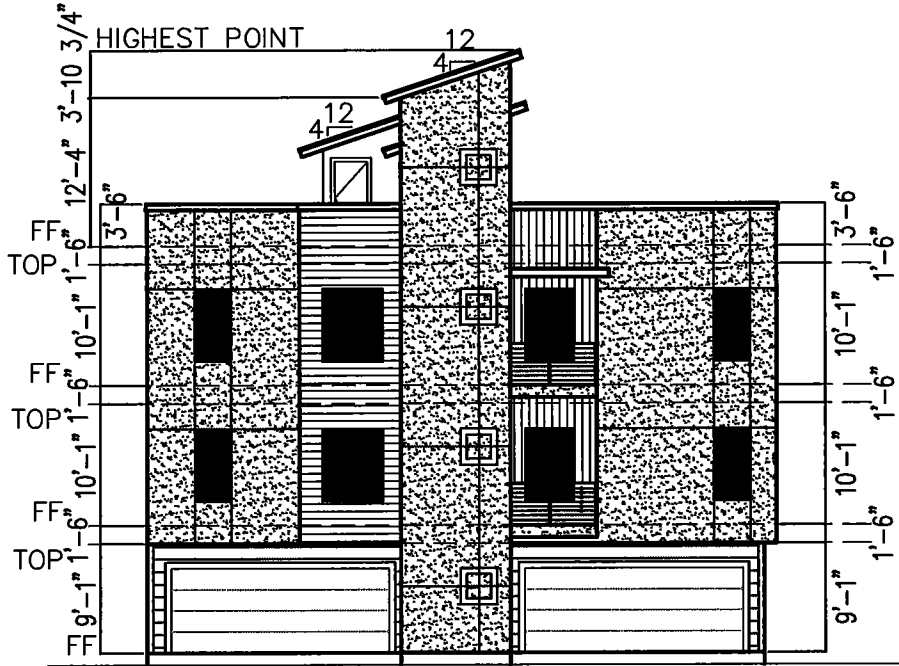


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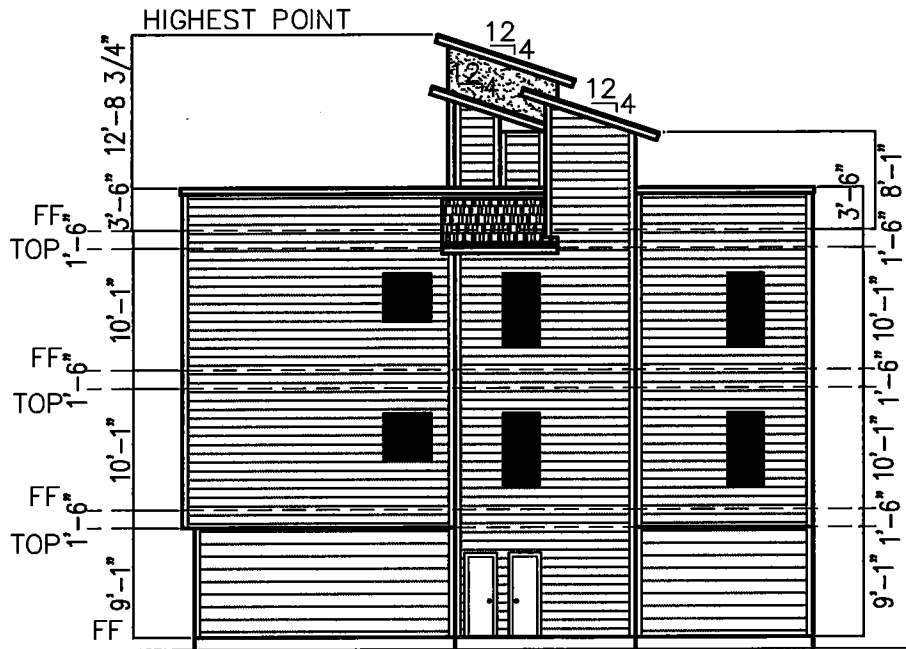
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 4120 Commercial Center Dr.
 Suite 300
 Austin, Texas 78744
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 DATE: 01/12/18 JOB NO. 31555
 REVISED: 01/24/18 SHEET 4 OF 10

TYPE I ELEVATIONS



FRONT ELEVATION



REAR ELEVATION

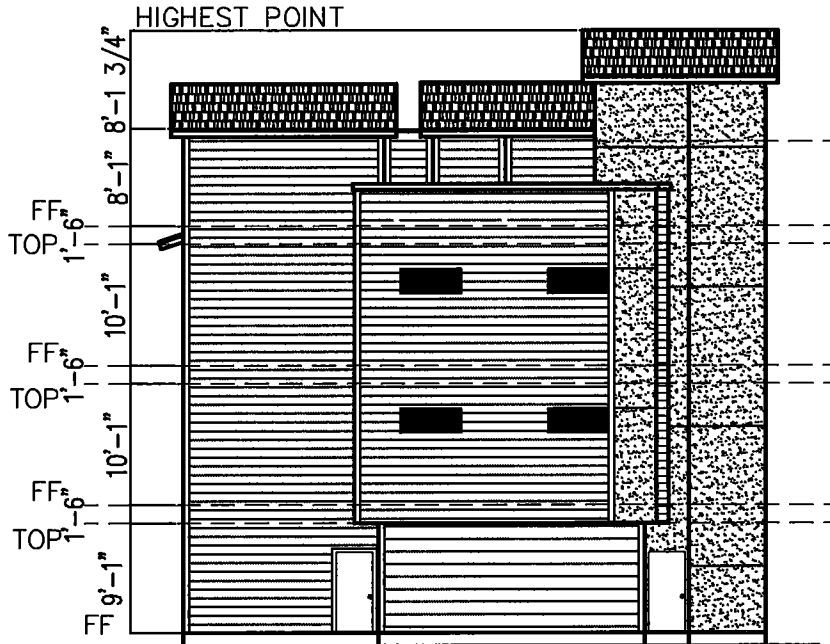


LAKESIDE VILLAS CONDOMINIUMS

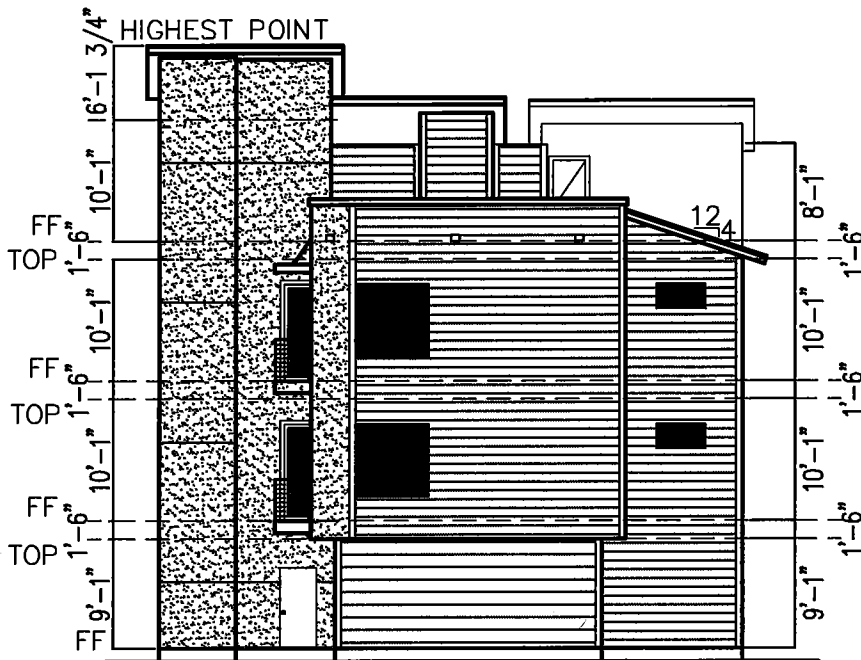
Windrose Land Services-Austin
 4120 Commercial Center Dr.
 Suite 300
 Austin, Texas 78744
 TEL. (512) 326-2100 FAX (512) 326-2770
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DRAWN BY: MT
 DATE: 01/12/18 JOB NO. 31555
 REVISED: 01/24/18 SHEET 5 OF 10

TYPE I ELEVATIONS



LEFT ELEVATION



RIGHT ELEVATION

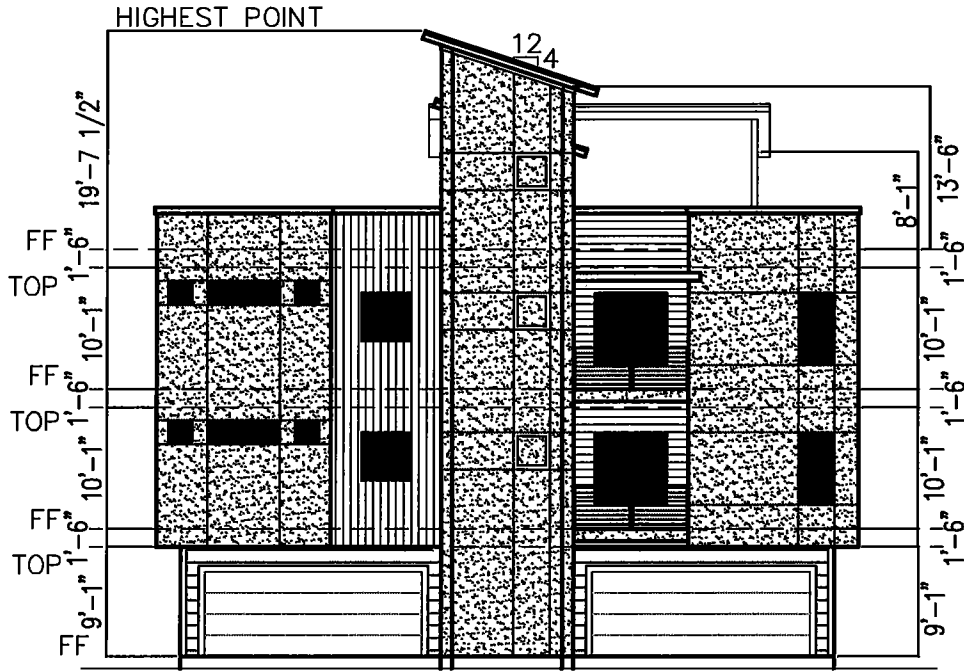


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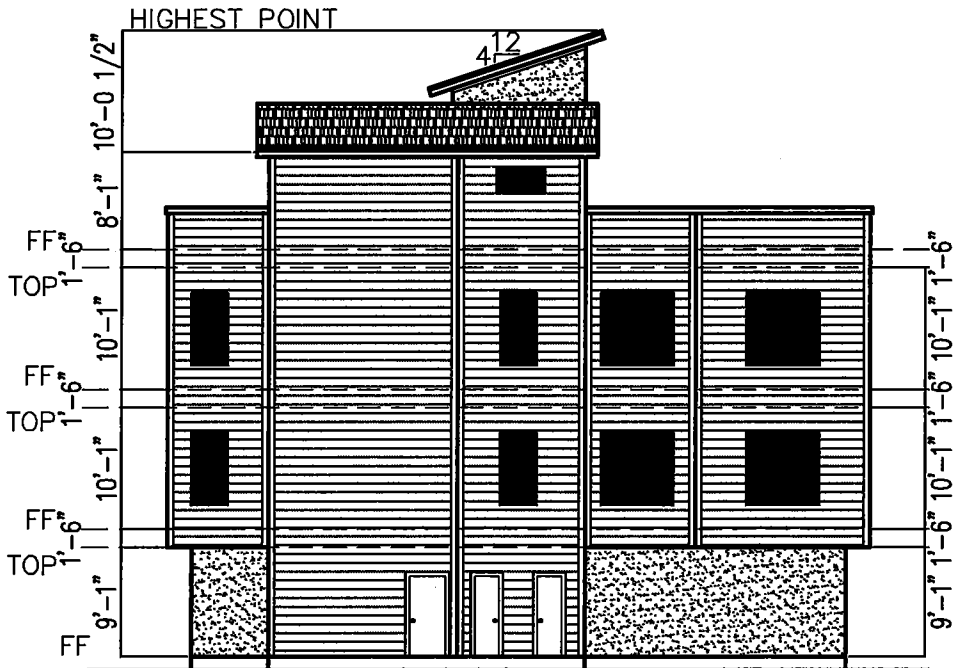
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TYPE II ELEVATIONS



FRONT ELEVATION



REAR ELEVATION



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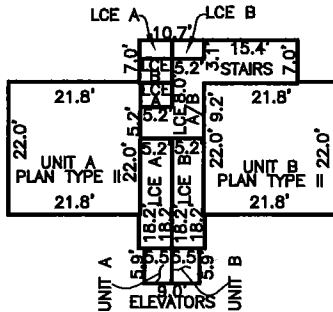
DATE: 01/12/18

REVISED: 01/24/18

JOB NO. 31555

SHEET 7 OF 10

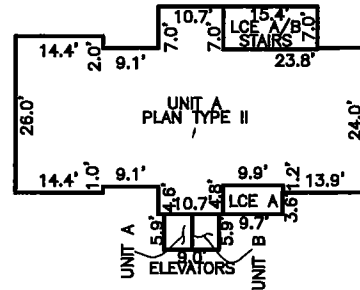
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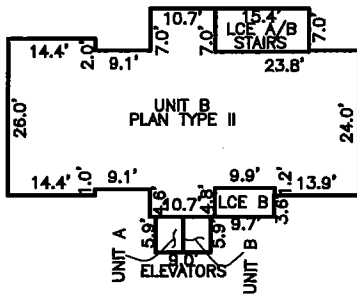
GROUND FLOOR

LEGEND

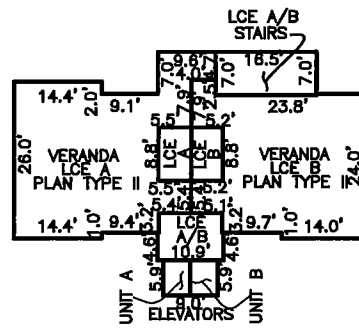
- LCE - LIMITED COMMON ELEMENT
- GCE - GENERAL COMMON ELEMENT
- GCE* - GENERAL COMMON ELEMENT SUBJECT TO DEVELOPMENTAL RIGHTS
- A - REPRESENTS UNIT *21
- B - REPRESENTS UNIT *31



SECOND FLOOR



THIRD FLOOR



TOP FLOOR



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DRAWN BY: MT
 DATE: 01/12/18 JOB NO. 31555
 REVISED: 01/24/18 SHEET 10 OF 10

ATTACHMENT 2

ENCUMBRANCES

1. An electric transmission and/or distribution line easement (blanket-type) granted to the City of Austin, as described in Volume 660, Page 216, of the Deed Records of Travis County, Texas.
2. An electric transmission and/or distribution line easement located across the eastern portion of the subject tract, granted to Lower Colorado River Authority, as described in Volume 600, Page 372, of the Deed Records of Travis County, Texas.
3. A gas facilities easement granted to Sharp Community Energy, Inc., by instrument recorded under Document Number 2009212461, of the Official Public Records of Travis County, Texas, as further affected by Assignment Recorded in Document No. 2010132246, Official Public Records of Travis County, Texas.
4. Subject to the reservation of a stated one-half royalty interest in and to all of the oil, gas, and other minerals in, on, or under the subject property, as retained in an instrument of record in Volume 4497, Page 2327, of the Deed Records of Travis County, Texas.
5. A release of the damages and inundation easement granted to the City of Austin, as described in Volume 593, Page 288, of the Deed Records of Travis County, Texas.
6. An electric utility easement granted to the City of Austin, as described in Document Number 2007181842, of the Official Public Records of Travis County, Texas, to the extent that the same may affect the subject property.
7. A 0.248 of an acre underground electric utility easement granted to the City of Austin, as described by instrument recorded under Document Number 2009095224, of the Official Public Records of Travis County, Texas, to the extent that the same may affect the subject property.
8. A utility easement granted to Travis County Water Control & Improvement District No. 17 by instrument recorded under Document Number 2014067956, of the Official Public Records of Travis County, Texas.
9. An electric utility easement granted to the City of Austin by instrument recorded under Document Number 2002059482, Official Public Records, Travis County, Texas.
10. An electric utility easement granted to the City of Austin by instrument recorded under Document Number 2015032493, of the Official Public Records of Travis County, Texas.
11. Notice to Purchasers filed May 30, 2014 and recorded in Document No. 2014078207, of the Official Public Records of Travis County, Texas.

ATTACHMENT 3

COMMON INTEREST ALLOCATION

Any obligations or rights, including assessment charges or credits calculated or determined based on the Common Interest Allocation which are not allocable to a particular Unit due to a rounding error, will be equally apportioned among all Units within the Regime.

THE COMMON INTEREST ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL CHANGE IF THERE IS AN INCREASE OR DECREASE IN THE NUMBER OF UNITS SUBJECT TO THIS DECLARATION.

Unit Number	Common Interest Allocation
321	17.366%
331	16.864%
421	16.238%
431	16.647%
621	16.238%
631	16.647%

ATTACHMENT 4

MAINTENANCE RESPONSIBILITY CHART

“All aspects” includes maintenance, repair, and replacement, as needed.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Fences, screening walls, and retaining walls around perimeter of property	All aspects.	None.
Exterior lighting	All aspects.	None.
Mailboxes & exterior street addresses or Unit numbers	All aspects.	None.
Exterior Landscaping on General Common Elements	All aspects.	None.
Roofs	All aspects.	None.
Exterior Building components	All aspects, other than Limited Common Elements.	None, other than Limited Common Elements assigned to the Owner's Unit.
Foundation of each Building	All aspects.	None.
Unit interior, including improvements, fixtures, partition walls and floors within Unit	None.	All aspects.
Sheetrock within Unit & treatments on walls	None.	All aspects.
Limited Common Element driveways	All aspects.	None.
Exterior Unit doors	All aspects except the cost associated with the repair or replacement shall be a Unit Owner expense.	The cost of repair and/or replacement which shall be levied as an Individual Assessment.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Elevators	None.	All aspects.
Breezeways	None.	All aspects.
Terraces, balconies and patios	None.	All aspects.
Hot tubs (if any)	None.	All aspects.
Windows	All aspects, except the cost associated with the repair or replacement shall be a Unit Owner expense.	The cost of repair and/or replacement which shall be levied as an Individual Assessment.
Garage Doors	All aspects excluding any electronic garage door or garage door opening system.	Any electronic garage door or garage door opening system.
Water, wastewater, electrical lines & systems	All aspects of common lines & systems serving more than one Unit, none for those serving an individual Unit.	All aspects of lines, pipes, fixtures, and appliances serving only that Owner's Unit.
HVAC System	All aspects if serving more than one Unit, otherwise none.	All aspects if serving the Owner's Unit exclusively, otherwise none.
Intrusion alarms smoke/heat detectors, monitoring equipment	None for those exclusively serving an individual Unit.	All aspects for those exclusively serving an individual Unit.

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

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

NOTE 3: Set forth above is a summary of the maintenance obligations imposed upon the Association and the Owners generally as described more fully in this Declaration. Please note that the information set forth in this Attachment 4 is a summary **only** and is not intended to modify any of the provisions of this Declaration. Accordingly, in the event of a conflict between the summary set forth in this Attachment 4 and any provision set forth in the Declaration above, the provision set forth in the Declaration above will control.

ATTACHMENT 5

GUIDE TO THE ASSOCIATION'S EXAMINATION OF COMMON ELEMENTS

This Guide provides information to assist the Board in conducting an annual examination of the Common Elements for the purpose maintaining replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements maintained by the Association. The examination is required by *Section 9.3* of the Declaration and is a necessary prerequisite to establishing sufficient reserves as required by *Section 6.12* of the Declaration. Additional information on conducting the examination may be obtained from the Community Associations Institute and their publication, *The National Reserve Study Standards of the Community Associations Institute*. See www.caionline.org. In addition, the Community Associations Institute provides certification for qualified preparers of reserve studies, known as a "Reserve Professionals Designation" (R.S.). Neither this Declaration nor current law requires that the Board engage an individual holding a Reserve Professional Designation for the purpose of conducting the annual examination of the Common Elements. Because laws and practices change over time, the Board should not use this Guide without taking into account applicable changes in law and practice.

Developing a Plan

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

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

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

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

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

Finding Common Element Component Replacement Information

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

ATTACHMENT 6

GUIDE TO ASSOCIATION'S MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS

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

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

<p align="center">MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS</p>	<p align="center">PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS</p>	<p align="center">DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT</p>
<p>Report annually to Members on financial status of the Association.</p>		
<p><u>PHYSICAL MANAGEMENT</u></p> <p>Inspect, maintain, repair, and replace, as needed, all components of the property for which the Association has maintenance responsibility.</p> <p>Contract for services, as needed to operate or maintain the property.</p> <p>Prepare specifications and call for bids for major projects.</p> <p>Coordinate and supervise work on the property, as warranted.</p>		
<p><u>ADMINISTRATIVE MANAGEMENT</u></p> <p>Receive and respond to correspondence from Owners, and assist in resolving Owners' problems related to the Association.</p> <p>Conduct hearings with Owners to resolve disputes or to enforce the Documents.</p> <p>Obtain and supervise personnel and/or contracts needed to fulfill Association's functions.</p> <p>Schedule Association meetings and give owners timely notice of same.</p> <p>Schedule Board meetings and give directors timely notice of same.</p> <p>Enforce the Documents.</p>		

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

APPENDIX "A"

DECLARANT RESERVATIONS

A.1. General Provisions.

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

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

A.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and Declarant Control Period to ensure a complete and orderly sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees. The "**Development Period**", as specifically defined in the *Section 1.16* of the Declaration, means the seven (7) year period beginning on the date this Declaration is Recorded, unless such period is earlier terminated by Declarant's Recordation of a notice of termination. Declarant Control Period is defined in *Section 1.14* of the Declaration.

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

A.2.1. Appointment of Board and Officers. Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association as a "Leader," subject to the following limitations: (i) within one hundred and twenty (120) days after fifty percent (50%) of the total number of Units that may be created have been conveyed to Owners other than Declarant, at least one-third of the Board must be elected by the Owners other than Declarant; and (ii) within one hundred and twenty (120) days after

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM REGIME
LAKESIDE VILLAS CONDOMINIUMS
Appendix "A", Page 1

seventy-five percent (75%) of the total number of Units that may be created have been conveyed to Owners other than Declarant, all Board members must be elected by all Owners, including the Declarant.

A.2.2. Obligation for Assessments. For each Unit owned by Declarant, Declarant is liable for Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments in the same manner as any Owner. Regarding Regular Assessments, Declarant at Declarant's option may support the Association's budget by either of the following methods: (i) Declarant will pay Regular Assessments on each Declarant owned Unit in the same manner as any Owner; or (ii) Declarant will assume responsibility for the difference between the Association's actual operational expenses as they are paid and the Regular Assessments received from Owners other than Declarant. **On the earlier to occur of three (3) years after the first conveyance of a Unit by the Declarant or termination of the Declarant Control Period, Declarant must begin paying Assessments on each Declarant owned Unit.**

A.2.3. Obligation for Reserves. During the Declarant Control Period, neither the Association nor Declarant may use the Association reserve funds to pay operational expenses of the Association.

A.2.4. Common Elements. At or prior to termination of the Declarant Control Period, if title or ownership to any Common Element is capable of being transferred, Declarant will convey title or ownership to the Association. At the time of conveyance, the Common Element will be free of encumbrance except for the property taxes, if any, accruing for the year of conveyance. Declarant's conveyance of title or ownership is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

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

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

A.3.2. Creation of Units. When created, the Property contains six (6) Units; however, Declarant reserves the right to create up to and including sixty (60) Units upon full buildout of all phases of the project which may include land added by the Declarant in accordance with *Section 2.3* of the Declaration. Declarant's right to create Units is for a

term of years and does not require that Declarant own a Unit in the Property at the time or times Declarant exercises its right of creation. The instrument creating additional units must include a revised schedule of allocated interests.

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

A.3.4. Architectural Control. During the Development Period, Declarant has the absolute right of architectural control.

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

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

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

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

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

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

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

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

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

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

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

(viii) To change the name or entity of Declarant.

A.4. Special Declarant Rights. As permitted by the Act, Declarant reserves the following described Special Declarant Rights, to the maximum extent permitted by Applicable Law, which may be exercised, where applicable, anywhere within the Property during the Development Period:

A.4.1. The right to complete or make Improvements indicated on the Plat and Plans.

A.4.2. The right to exercise any Development Right permitted by the Act and this Declaration.

A.4.3. The right to make the Property part of a larger condominium or planned community.

A.4.4. The right to use Units owned or leased by Declarant or Common Elements as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property.

A.4.5. For purposes of promoting, identifying, and marketing the Property, Declarant reserves an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and Occupants. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events – such as open houses, MLS tours, and broker parties – at the Property to promote the sale of Units.

A.4.6. Declarant has an easement and right of ingress and egress in and through the Common Elements and Units owned or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under the Act and this Declaration.

A.4.7. The right to appoint or remove any Declarant-appointed officer or director of the Association during Declarant Control Period consistent with the Act.

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

A.5.1. An easement and right to erect, construct, and maintain on and in the Common Elements and Units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property.

A.5.2. The right to sell or lease any Unit owned by Declarant. Units owned by Declarant are not subject to leasing or occupancy restrictions or prohibitions contained in the Documents.

A.5.3. The right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered, adjoining Units, or Common Elements. Requests for entry must be made in advance for a time reasonably convenient for the Owner who may not unreasonably withhold consent.

A.5.4. An easement and right to make structural changes and alterations on Common Elements and Units used by Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein. Declarant, at Declarant's sole expense, will restore altered Common Elements and Units to conform to the architectural standards of the Property. The restoration will be done no later than one hundred and twenty (120) days after termination of the Development Period.

A.5.5. An easement over the entire Property, including the Units, to inspect the Common Elements and all Improvements thereon and related thereto to evaluate the maintenance and condition of the Common Elements.

A.5.6. The right to provide a reasonable means of access and parking for prospective Unit purchasers in connection with the active marketing of Units by Declarant.

A.6. **Common Elements.** Because the Common Elements are owned by the Owners, collectively and in undivided interest, the Common Elements are not capable of being separately conveyed. The transfer of control of the Association at the end of the Declarant Control Period is not a transfer of the ownership of the Common Elements. Because ownership of the Common Elements is not conveyed by Declarant to the Association, there is no basis for the popular misconception that Owners may "accept" or "refuse" the Common Elements.

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM REGIME
LAKESIDE VILLAS CONDOMINIUMS
Appendix "A", Page 6

4821-1779-0298v.1 58699-1



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

January 31 2018 12:27 PM

FEE: \$ 454.00 2018014345



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Oct 21, 2020 04:20 PM Fee: \$86.00

2020199680

Electronically Recorded

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Kristi E. Stotts, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com



**FIRST AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF
CONDOMINIUM REGIME FOR
LAKESIDE VILLAS CONDOMINIUMS**

(A Residential Condominium Project in Travis County, Texas)

[Adding Residential Master Unit 2 and Creating Units 521 and 531]

Declarant: MANSFIELD INVESTORS LLC, a Texas limited liability company

Cross reference to Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2018014345, Official: Public Records of Travis County, Texas, as amended.

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM REGIME FOR
LAKESIDE VILLAS CONDOMINIUMS**

This First Amendment to Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums (this "**Amendment**") is made by MANSFIELD INVESTORS LLC, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2018014345, Official Public Records of Travis County, Texas (the "**Declaration**").

B. The Declaration established residential units out of "Residential Master Unit 1" created by Declarant pursuant to that certain Declaration of Condominium Regime for Lakeside Master Condominiums, recorded under Document No. 2018012904, Official Public Records of Travis County, Texas, as amended (collectively, the "**Master Declaration**").

C. The Declarant is the owner of "Residential Master Unit 2" created by the Master Declaration ("**Residential Master Unit 2**"). Pursuant to *Section 3.2* of the Master Declaration, the Declarant during the Development Period (as defined in the Master Declaration) will have the ability to add Master Units (as defined in the Master Declaration) to a Sub-Declaration (as defined in the Master Declaration). The Declarant desires to add Residential Master Unit 2 to the Declaration. The Development Period (as defined in the Master Declaration) is a seventy-five (75) year period commencing on the date the Master Declaration was Recorded in the Official Public Records of Travis County, Texas. The Master Declaration was recorded in the Official Public Records of Travis County, Texas, on January 29, 2018; as such, the Development Period (as defined in the Master Declaration) has not expired.

D. Pursuant to *Provision A.3.8(iii)* of Appendix "A" to the Declaration, Declarant, during the Development Period, may amend the Declaration unilaterally and without the consent of other Owners or any Mortgagee to add additional real property to the Property in the exercise of statutory development rights.

E. Pursuant to *Provisions A.3.8(iv)* and *A.3.2* of Appendix "A" to the Declaration, Declarant, during the Development Period, may amend the Declaration unilaterally and without the consent of other Owners or any Mortgagee to create Units, General Common Elements and Limited Common Elements within the Property, in the exercise of statutory development rights.

F. Pursuant to Section 82.060 of the Texas Uniform Condominium Act, to exercise a statutory development right, Declarant must prepare, execute and record an amendment to the Declaration and record new plat and plans for that real property.

G. The "Development Period" as such term is defined in the Declaration, is a seven (7) year period commencing on the date the Declaration was Recorded in the Official Public Records of Travis County, Texas. The Declaration was recorded in the Official Public Records of Travis County, Texas, on January 31, 2018; as such, the Development Period has not expired.

H. Declarant desires to amend the Declaration for the purposes of adding Residential Master Unit 2 to the Property and creating two (2) additional Units within the Regime. The total number of Units within the Regime after giving effect to this Amendment is equal to eight (8).

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Addition of Master Unit.** In accordance with the rights reserved by the Declarant pursuant to *Section 3.2* of the Master Declaration and *Provision A.3.8(iii)* of Appendix "A" to the Declaration, Declarant hereby adds Residential Master Unit 2, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference, together with all Improvements thereon and all easements, rights, and appurtenances thereto, to the terms and provisions of the Declaration.

2. **Creation of Units.** In accordance with the rights reserved by the Declarant pursuant to *Section 5.1* of the Declaration and *Provisions A.3.8(iv)* and *A.3.2* of Appendix "A" to the Declaration, Declarant hereby creates two (2) Units out of Residential Master Unit 2, which are designated as Units 521 and 531 (collectively, the "New Units"). The New Units are hereby classified as Units which MUST BE BUILT.

3. **Supplement to Attachment 1.** Attachment 1 to the Declaration is hereby supplemented with additional Plat and Plans attached hereto as Exhibit A (the "Additional Plat and Plans"). The Additional Plat and Plans are added to the Plat and Plans existing in the Declaration and: (i) assign an identifying number to the Units; and (ii) include the information required by Section 82.059 of the Texas Uniform Condominium Act.

4. **Common Interest Allocation.** The percentage interests allocated to all Units within the Regime is set forth on Exhibit B attached hereto and incorporated herein. Exhibit B attached hereto will supersede and replace Attachment 3 to the Declaration.

5. **Declaration of Annexation.** To the extent required under the Declaration, this Amendment shall be considered a declaration of annexation, that will be Recorded in the Official Public Records of Travis County, Texas.

6. Effect of Amendment. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

Executed to be effective on October 20th, 2020.

DECLARANT:

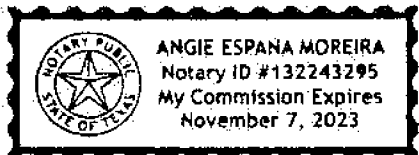
MANSFIELD INVESTORS LLC, a Texas limited liability company

By: [Signature]
Printed Name: Philip Busker
Title: Manager

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me this 20 day of October, 2020, by Philip Busker, Manager of Mansfield Investors LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



[Signature]
Notary Public Signature

EXHIBIT A

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

SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

COMMITMENT NOTES

- 1) TITLE COMMITMENT FROM STEWART TITLE COMPANY, GF#01247-51069.
- 2) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY VOL. 660, PG. 216, T.C.D.R.
- 3) SUBJECT TO 100' ELECTRIC EASEMENT TO THE LOWER COLORADO RIVER AUTHORITY BY VOL. 600, PG. 372, T.C.D.R., AS SHOWN HEREON.
- 4) SUBJECT TO GAS FACILITIES EASEMENT AGREEMENT TO SHARP COMMUNITY ENERGY, INC. BY DOC. NO. 2009212461, T.C.O.P.R. AS SHOWN HEREON.
- 5) SUBJECT TO OVERFLOW AND INUNDATION EASEMENT TO THE CITY OF AUSTIN BY VOL. 593, PG. 288, T.C.D.R.
- 6) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2007181842, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.
- 7) UNDERGROUND ELECTRIC UTILITY EASEMENT TO THE CITY OF AUSTIN BY DOC. NO. 2009095224, T.C.O.P.R. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.
- 8) SUBJECT TO UTILITY EASEMENT (BLANKET IN NATURE) TO TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 17 BY DOC. NO. 2014067956, T.C.O.P.R.
- 9) SUBJECT TO ELECTRIC UTILITY EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2015032493, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.

GENERAL NOTES

- 1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE CONDOMINIUM PLAT AND PLANS ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (I) IN THE AMENDED AND RE-STATED DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE VILLAS CONDOMINIUMS (THE "DECLARATION") OR (II) ON THE CONDOMINIUM PLAT AND PLANS OF THE REGIME.
- 2) OWNERSHIP AND USE OF CONDOMINIUM UNITS ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.
- 3) THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION 82.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

4120 Commercial Center Dr.
Suite 300

Austin, Texas 78744

TEL. (512) 326-2100 FAX (512) 326-2770

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DRAWN BY: MT
DATE: 01/12/18 JOB NO. 31555
REVISED: 01/30/18 SHEET 1 OF 10

LAKESIDE VILLAS CONDOMINIUMS

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

TRAVIS COUNTY, TEXAS



[Handwritten Signature]
1/12/18

MICHAEL TURNER
TEXAS R.P.L.S. NO. 6441
FIRM REGISTRATION NO. 10110400

DATE
REVISED: 01/30/18
REVISED: 08/21/2020



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

4120 Commercial Center Dr.
Suite 300

Austin, Texas 78744

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DRAWN BY: MT JOB NO. 31855
DATE: 01/12/18 SHEET 2 OF 10

LEGAL DESCRIPTION:

RESIDENTIAL MASTER UNIT 1 ESTABLISHED BY THAT CERTAIN
DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER
CONDOMINIUMS, RECORDED IN DOCUMENT NO. 2018012904,
OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND RESIDENTIAL
MASTER UNIT 2 ESTABLISHED BY THAT CERTAIN DECLARATION OF
CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS, RECORDED
IN DOCUMENT NO. 2018012904, OFFICIAL PUBLIC RECORDS
OF TRAVIS COUNTY, TEXAS.



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

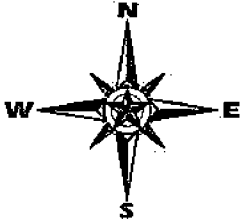
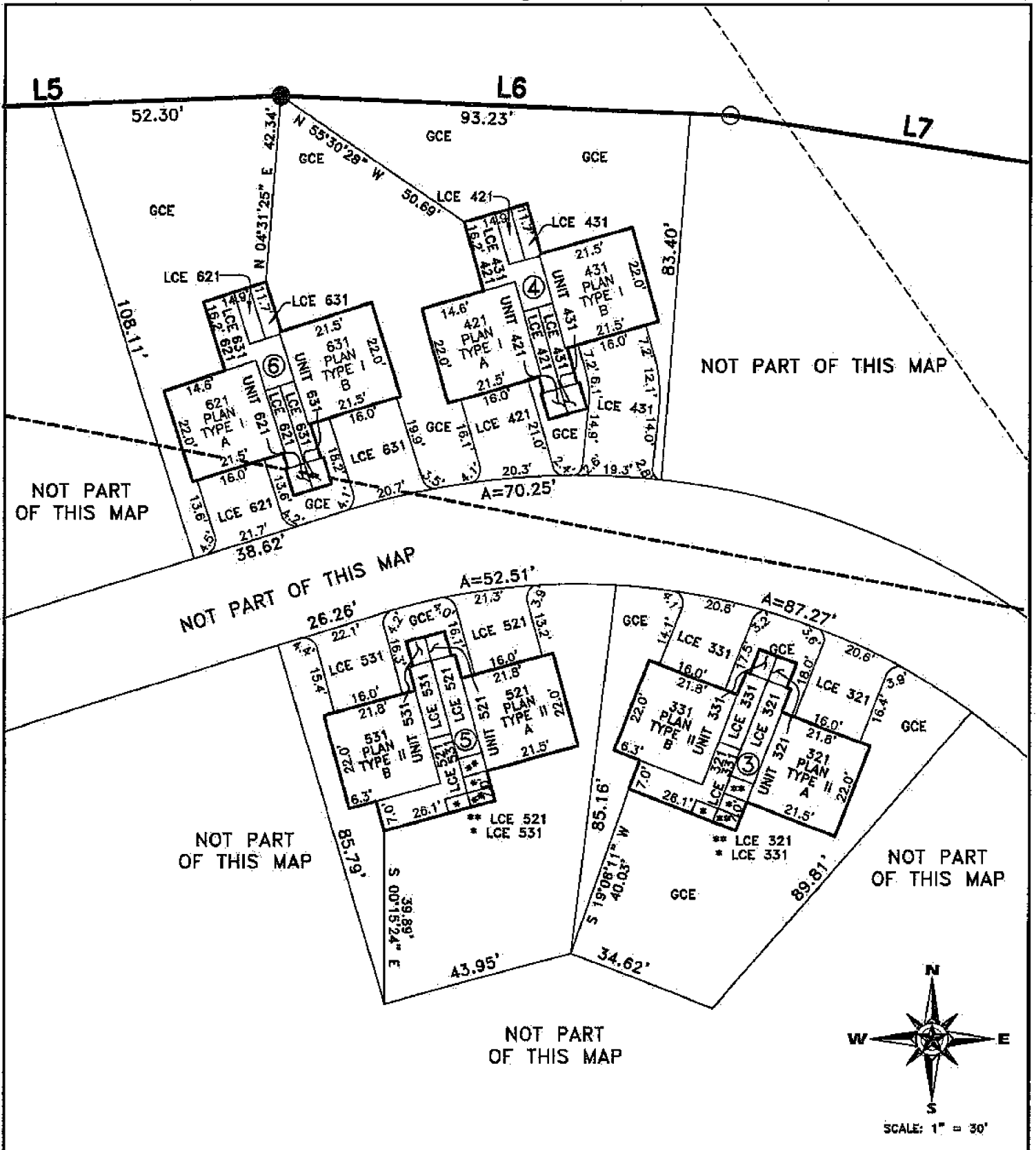
4120 Commercial Center Dr.
Suite 300

Austin, Texas 78744

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DRAWN BY: MT JOB NO. 31585
DATE: 01/12/18 SHEET 3 OF 10

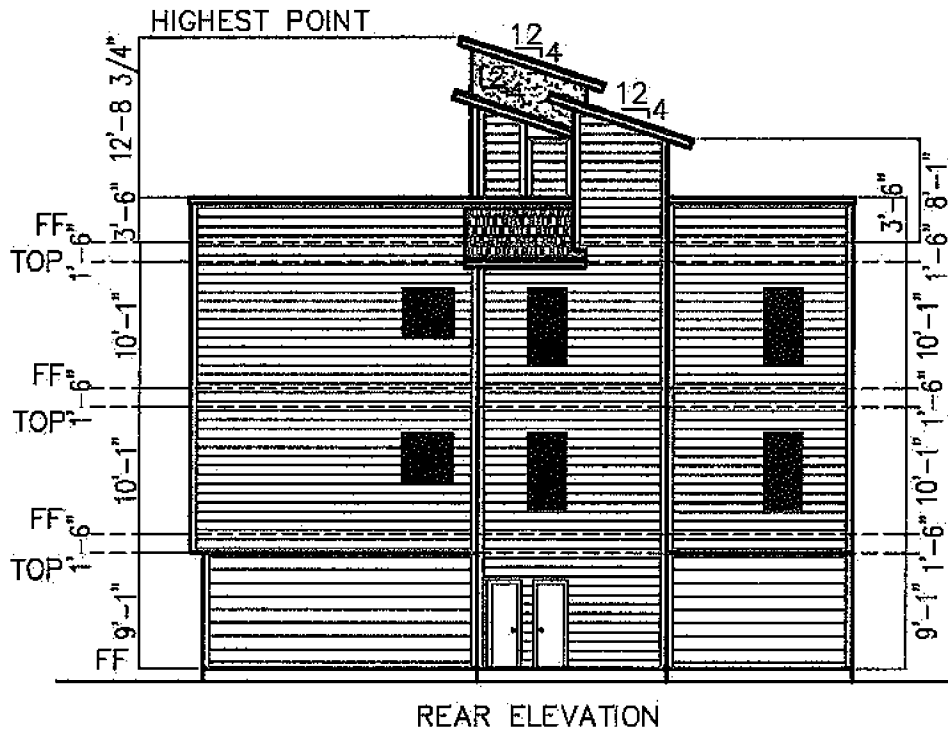
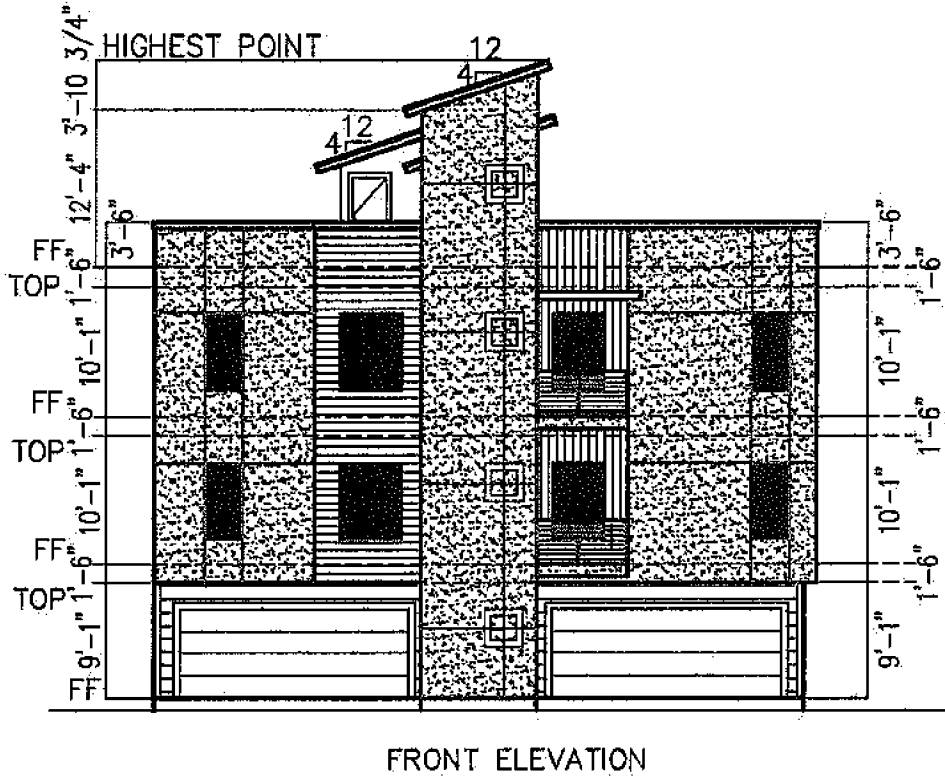


LAKESIDE VILLAS CONDOMINIUMS

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TYPE I ELEVATIONS



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

4120 Commercial Center Dr.
Suite 300

Austin, Texas 78744

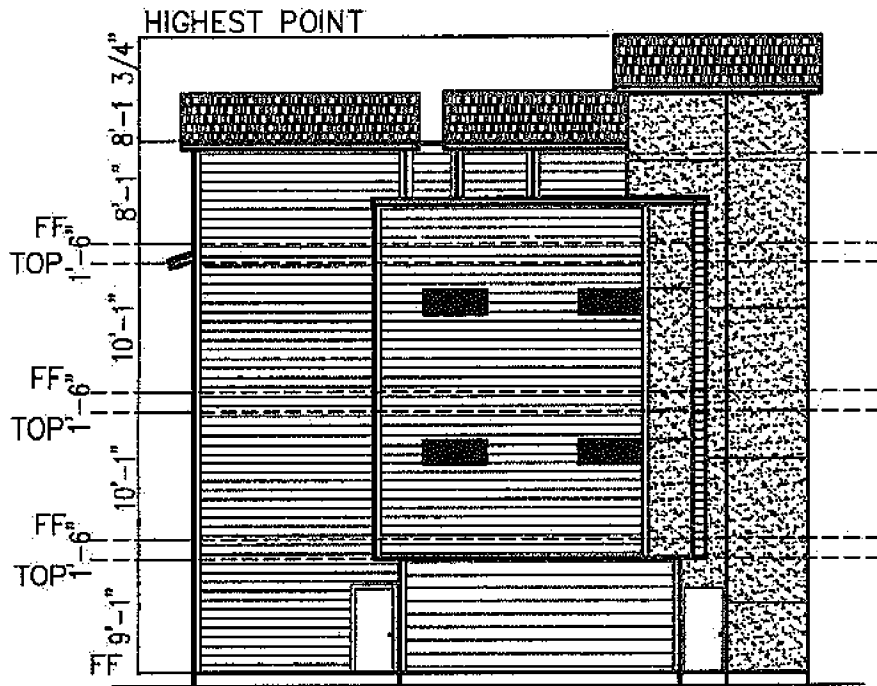
TEL (512) 326-2100 FAX (512) 326-2770

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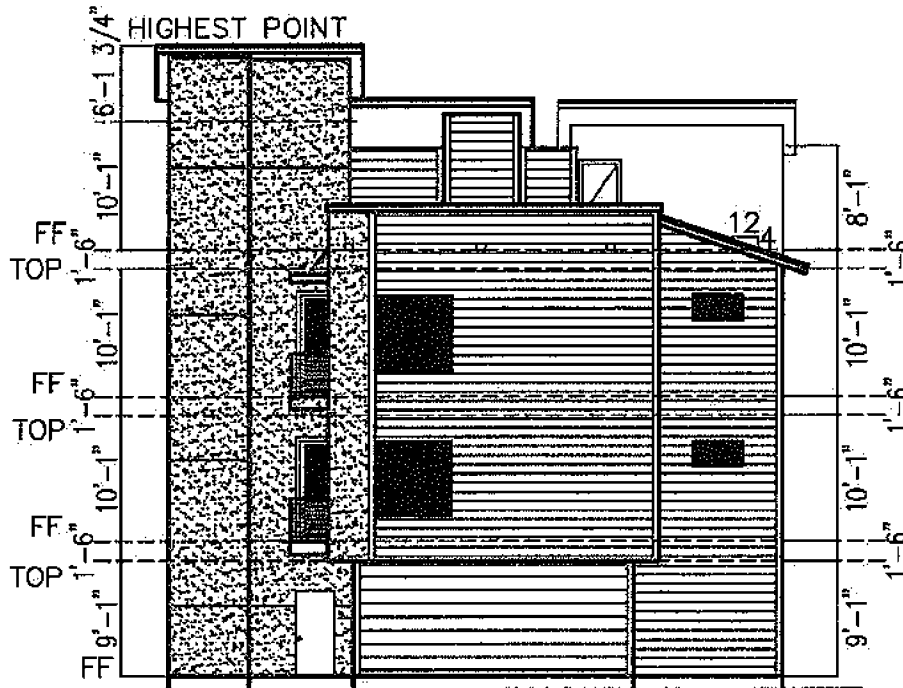
DRAWN BY: MT
DATE: 01/12/18

JOB NO. 31555
SHEET 5 OF 10

TYPE I ELEVATIONS



LEFT ELEVATION



RIGHT ELEVATION



LAKEBIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

4120 Commercial Center Dr.
Suite 300

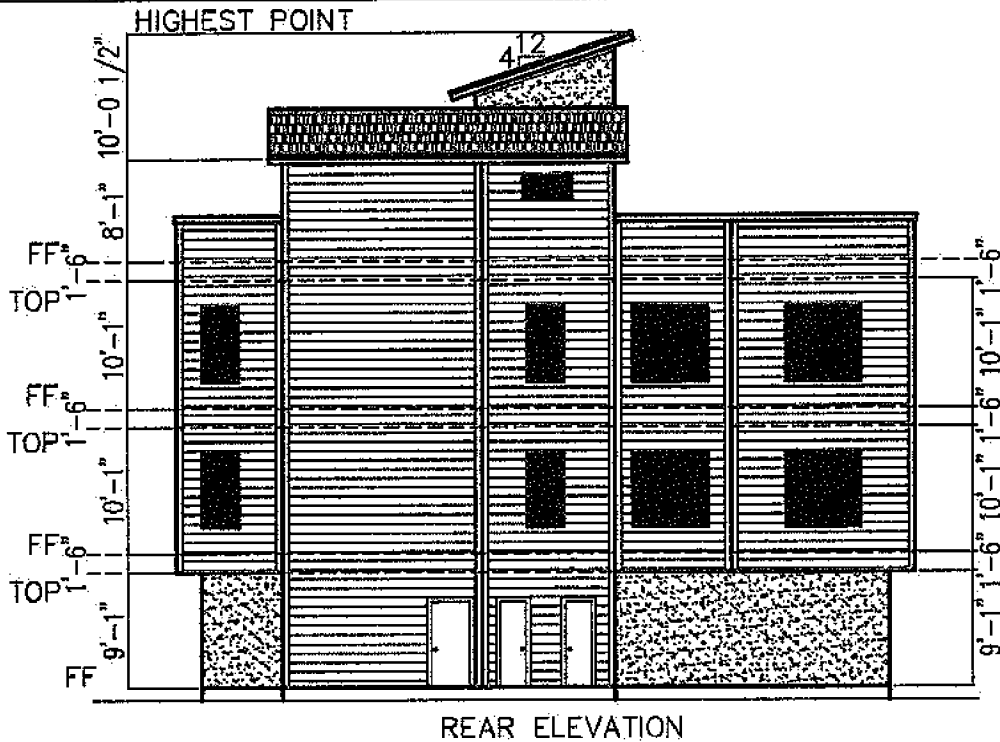
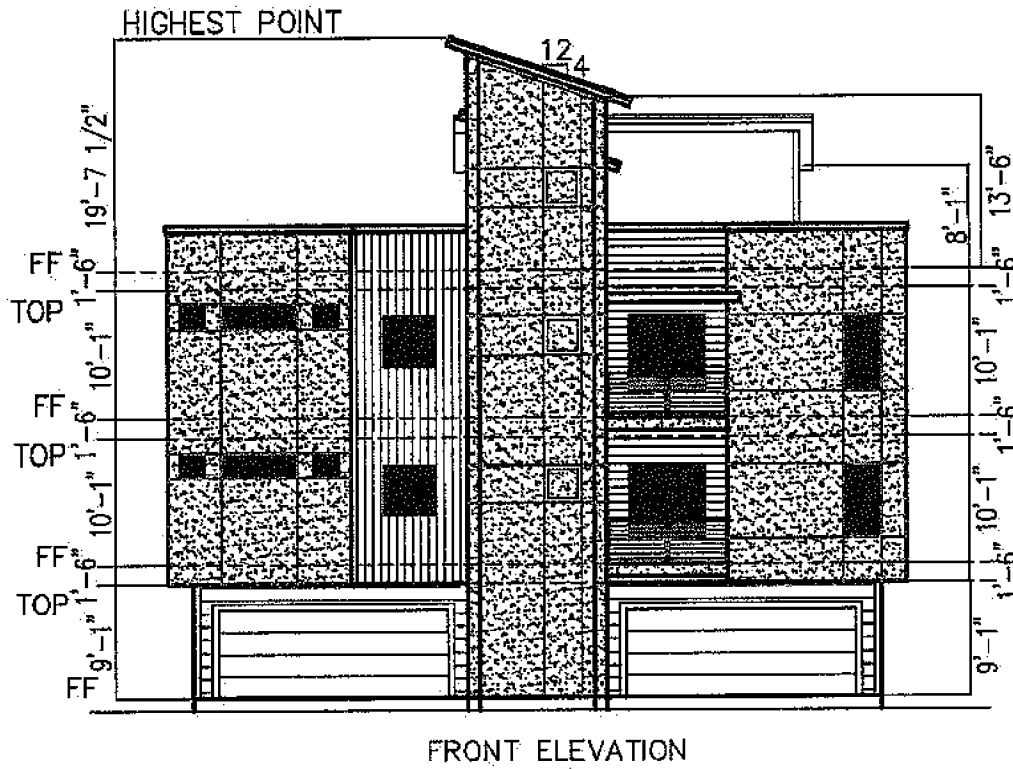
Austin, Texas 78744

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DRAWN BY: MT JOB NO. 31555
DATE: 01/12/18 SHEET 6 OF 10

TYPE II ELEVATIONS

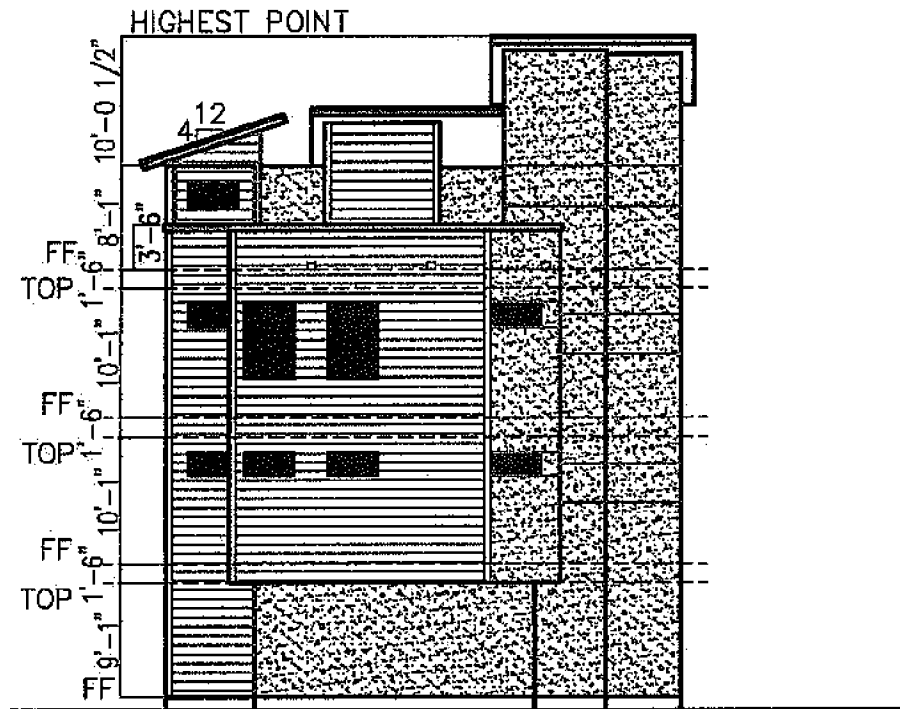


LAKESIDE VILLAS CONDOMINIUMS

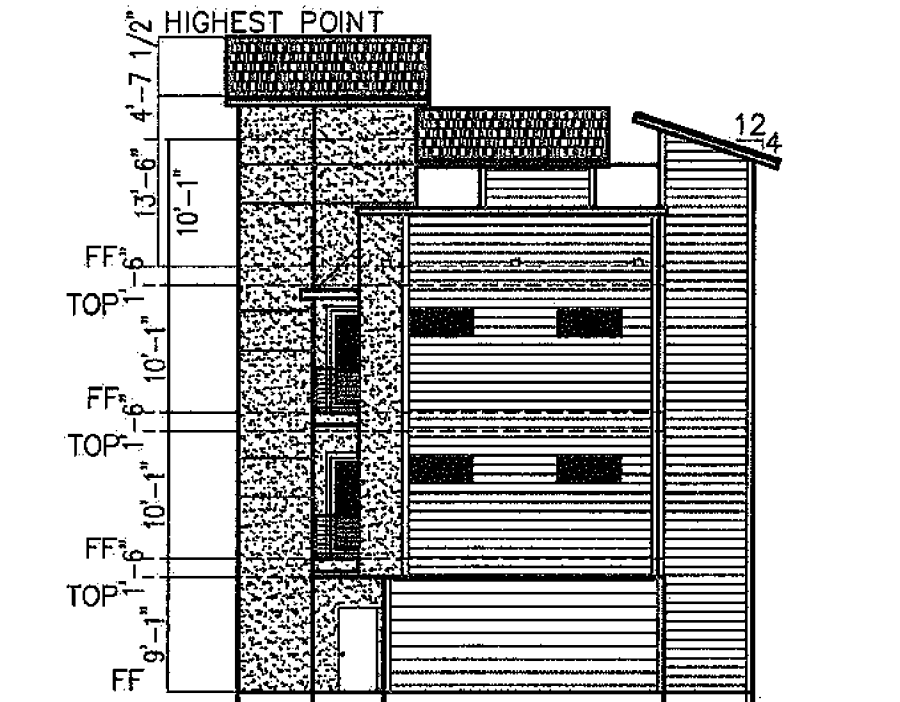
Windrose Land Services-Austin
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©COPYRIGHT 2018 WINDROSE LAND SERVICES-MKTML, ALL RIGHTS RESERVED

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 DATE: 01/12/18 SHEET 7 OF 10

TYPE II ELEVATIONS



LEFT ELEVATION



RIGHT ELEVATION



LAKESIDE VILLAS CONDOMINIUMS

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Suite 300

Austin, Texas 78744

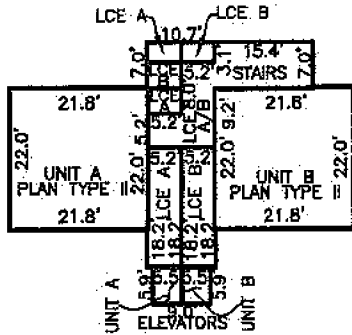
TEL (512) 328-2100 FAX (512) 328-2770

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DRAWN BY: MT
DATE: 01/12/18

JOB NO. 31555
SHEET 8 OF 10

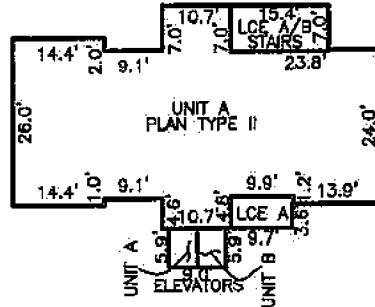
PLAN TYPE II



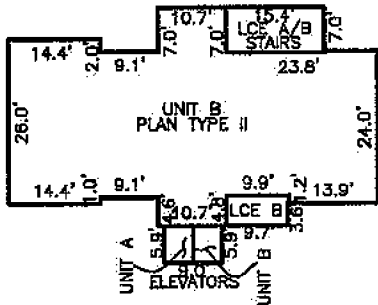
GROUND FLOOR

LEGEND

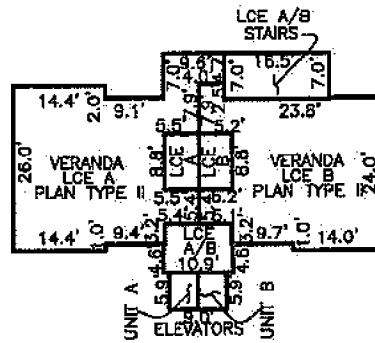
- LCE - LIMITED COMMON ELEMENT
- GCE - GENERAL COMMON ELEMENT
- GCE* - GENERAL COMMON ELEMENT SUBJECT TO DEVELOPMENTAL RIGHTS
- A - REPRESENTS UNIT *21
- B - REPRESENTS UNIT *31



SECOND FLOOR



THIRD FLOOR



TOP FLOOR



LAKESIDE VILLAS CONDOMINIUMS

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DRAWN BY: MT JOB NO. 31555
 DATE: 01/12/18 SHEET 10 OF 10

EXHIBIT B**COMMON INTEREST ALLOCATION**

Any obligations or rights, including assessment charges or credits calculated or determined based on the Common Interest Allocation which are not allocable to a particular Unit due to a rounding error, will be equally apportioned among all Units within the Regime.

THE COMMON INTEREST ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL CHANGE IF THERE IS AN INCREASE OR DECREASE IN THE NUMBER OF UNITS SUBJECT TO THIS DECLARATION.

Unit Number	Common Interest Allocation
321	12.688%
331	12.664%
421	12.324%
431	12.324%
521	12.688%
531	12.664%
621	12.324%
631	12.324%

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Mar 05, 2021 03:41 PM \$94.00

2021047146

Electronically Recorded

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Kristi E. Stotts, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

15/ITC/ 2104741 -COM

**SECOND AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF
CONDOMINIUM REGIME FOR**

LAKESIDE VILLAS CONDOMINIUMS

(A Residential Condominium Project in Travis County, Texas)

[Adding Residential Master Unit 3 and Creating Units 821, 831, 1021 and 1031]

Declarant: MANSFIELD INVESTORS LLC, a Texas limited liability company

Cross reference to that certain: (i) Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2018014345, Official Public Records of Travis County, Texas; and (ii) First Amendment to Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2020199680, Official Public Records of Travis County, Texas.

LAKESIDE VILLAS CONDOMINIUMS

SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME

4823-6508-7194v.2 58699-1

**SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM REGIME FOR
LAKESIDE VILLAS CONDOMINIUMS**

This Second Amendment to Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums (this "Amendment") is made by **MANSFIELD INVESTORS LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2018014345, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2020199680, Official Public Records of Travis County, Texas (the "**Declaration**").

B. The Declaration established residential units out of "Residential Master Unit 1" created by Declarant pursuant to that certain Declaration of Condominium Regime for Lakeside Master Condominiums, recorded under Document No. 2018012904, Official Public Records of Travis County, Texas, as amended (collectively, the "**Master Declaration**").

C. The Declarant is the owner of "Residential Master Unit 3" created by the Master Declaration ("**Residential Master Unit 3**"). Pursuant to *Section 3.2* of the Master Declaration, the Declarant during the Development Period (as defined in the Master Declaration) will have the ability to add Master Units (as defined in the Master Declaration) to a Sub-Declaration (as defined in the Master Declaration). The Declarant desires to add Residential Master Unit 3 to the Declaration. The Development Period (as defined in the Master Declaration) is a seventy-five (75) year period commencing on the date the Master Declaration was Recorded in the Official Public Records of Travis County, Texas. The Master Declaration was recorded in the Official Public Records of Travis County, Texas, on January 29, 2018, as such, the Development Period (as defined in the Master Declaration) has not expired.

D. Pursuant to *Provision A.3.8(iii)* of Appendix "A" to the Declaration, Declarant, during the Development Period, may amend the Declaration unilaterally and without the consent of other Owners or any Mortgagee to add additional real property to the Property in the exercise of statutory development rights.

E. Pursuant to *Provisions A.3.8(iv)* and *A.3.2* of Appendix "A" to the Declaration, Declarant, during the Development Period, may amend the Declaration unilaterally and without the consent of other Owners or any Mortgagee to create Units, General Common

Elements and Limited Common Elements within the Property, in the exercise of statutory development rights.

F. Pursuant to Section 82.060 of the Texas Uniform Condominium Act, to exercise a statutory development right, Declarant must prepare, execute and record an amendment to the Declaration and record new plat and plans for that real property.

G. The "Development Period" as such term is defined in the Declaration, is a seven (7) year period commencing on the date the Declaration was Recorded in the Official Public Records of Travis County, Texas. The Declaration was recorded in the Official Public Records of Travis County, Texas, on January 31, 2018; as such, the Development Period has not expired.

H. Declarant desires to amend the Declaration for the purposes of adding Residential Master Unit 3 to the Property and creating four (4) additional Units within the Regime. The total number of Units within the Regime after giving effect to this Amendment is equal to twelve (12).

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Addition of Master Unit.** In accordance with the rights reserved by the Declarant pursuant to *Section 3.2* of the Master Declaration and *Provision A.3.8(iii)* of Appendix "A" to the Declaration, Declarant hereby adds Residential Master Unit 3, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference, together with all Improvements thereon and all easements, rights, and appurtenances thereto, to the terms and provisions of the Declaration.

2. **Creation of Units.** In accordance with the rights reserved by the Declarant pursuant to *Section 5.1* of the Declaration and *Provisions A.3.8(iv)* and *A.3.2* of Appendix "A" to the Declaration, Declarant hereby creates four (4) Units out of Residential Master Unit 3, which are designated as Units 821, 831, 1021 and 1031 (collectively, the "New Units"). The New Units are hereby classified as Units which MUST BE BUILT.

3. **Supplement to Attachment 1.** Attachment 1 to the Declaration is hereby supplemented with additional Plat and Plans attached hereto as Exhibit A (the "Additional Plat and Plans"). The Additional Plat and Plans are added to the Plat and Plans existing in the Declaration and: (i) assign an identifying number to the Units; and (ii) include the information required by Section 82.059 of the Texas Uniform Condominium Act.

4. **Common Interest Allocation.** The percentage interests allocated to all Units within the Regime is set forth on Exhibit B attached hereto and incorporated herein. Exhibit B attached hereto will supersede and replace Attachment 3 to the Declaration.

5. **Declaration of Annexation.** To the extent required under the Declaration, this Amendment shall be considered a declaration of annexation, that will be Recorded in the Official Public Records of Travis County, Texas.

6. **Effect of Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

Executed to be effective on (2/20) February 20, 2021.

DECLARANT:

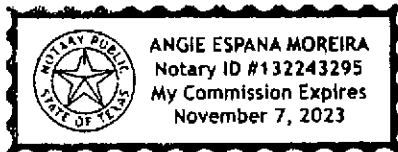
MANSFIELD INVESTORS LLC, a Texas limited liability company

By: [Signature]
Printed Name: Philip C Busker
Title: Manager

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me this 26 day of February, 2021, by Philip Busker Manager of Mansfield Investors LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



[Signature]
Notary Public Signature

EXHIBIT A

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

SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

LAKESIDE VILLAS CONDOMINIUMS
SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME

COMMITMENT NOTES

- 1) TITLE COMMITMENT FROM STEWART TITLE COMPANY, GF#01247-51069.
- 2) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY VOL. 660, PG. 216, T.C.D.R.
- 3) SUBJECT TO 100' ELECTRIC EASEMENT TO THE LOWER COLORADO RIVER AUTHORITY BY VOL. 600, PG. 372, T.C.D.R., AS SHOWN HEREON.
- 4) SUBJECT TO GAS FACILITIES EASEMENT AGREEMENT TO SHARP COMMUNITY ENERGY, INC. BY DOC. NO. 2009212461, T.C.O.P.R. AS SHOWN HEREON.
- 5) SUBJECT TO OVERFLOW AND INUNDATION EASEMENT TO THE CITY OF AUSTIN BY VOL. 593, PG. 288, T.C.D.R.
- 6) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2007181642, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.
- 7) UNDERGROUND ELECTRIC UTILITY EASEMENT TO THE CITY OF AUSTIN BY DOC. NO. 2009095224, T.C.O.P.R. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.
- 8) SUBJECT TO UTILITY EASEMENT (BLANKET IN NATURE) TO TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 17 BY DOC. NO. 2014067956, T.C.O.P.R.
- 9) SUBJECT TO ELECTRIC UTILITY EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2015032493, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.

GENERAL NOTES

- 1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE CONDOMINIUM PLAT AND PLANS ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (I) IN THE AMENDED AND RESTATED DECLARATION OF CONDDMINIUM REGIME FOR LAKESIDE VILLAS CONDOMINIUMS (THE "DECLARATION") OR (II) ON THE CONDOMINIUM PLAT AND PLANS OF THE REGIME.
- 2) OWNERSHIP AND USE OF CONDOMINIUM UNITS ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.
- 3) THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION B2.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin
 4120 Commeralal Center Dr.
 Suite 300
 Austin, Texas 76744
 TEL (512) 328-2100 FAX (512) 328-2770

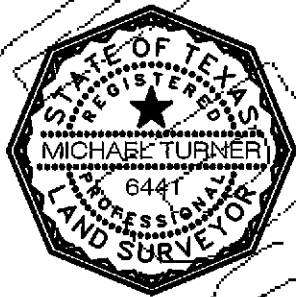
DRAWN BY: MT
 DATE: 01/12/18 | JOB NO. 31855
 REVISED: 01/30/18 | SHEET 1 OF 11

Unofficial

LAKESIDE VILLAS CONDOMINIUMS

**THE ATTACHED PLAT AND PLANS,
CONTAIN THE INFORMATION REQUIRED
BY SECTION 82.059 OF THE TEXAS
UNIFORM CONDOMINIUM ACT, AS
APPLICABLE.**

TRAVIS COUNTY, TEXAS



Michael Turner
1/12/18

MICHAEL TURNER
TEXAS R.P.L.S. NO. 6441
FIRM REGISTRATION NO. 10110400

DATE: 01/30/18
REVISED: 09/24/2020
REVISED: 02/05/21



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

4120 Commercial Center Dr.
Suite 300

Austin, Texas 78744

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DATE: 01/12/18 SHEET 2 OF 11

LEGAL DESCRIPTION:

RESIDENTIAL MASTER UNIT 1 ESTABLISHED BY THAT CERTAIN DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS, RECORDED IN DOCUMENT NO. 2018012804, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND RESIDENTIAL MASTER UNIT 2 ESTABLISHED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS, RECORDED IN DOCUMENT NO. 2020199343, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND RESIDENTIAL MASTER UNIT 3 ESTABLISHED BY THAT CERTAIN SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS, RECORDED OR TO BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

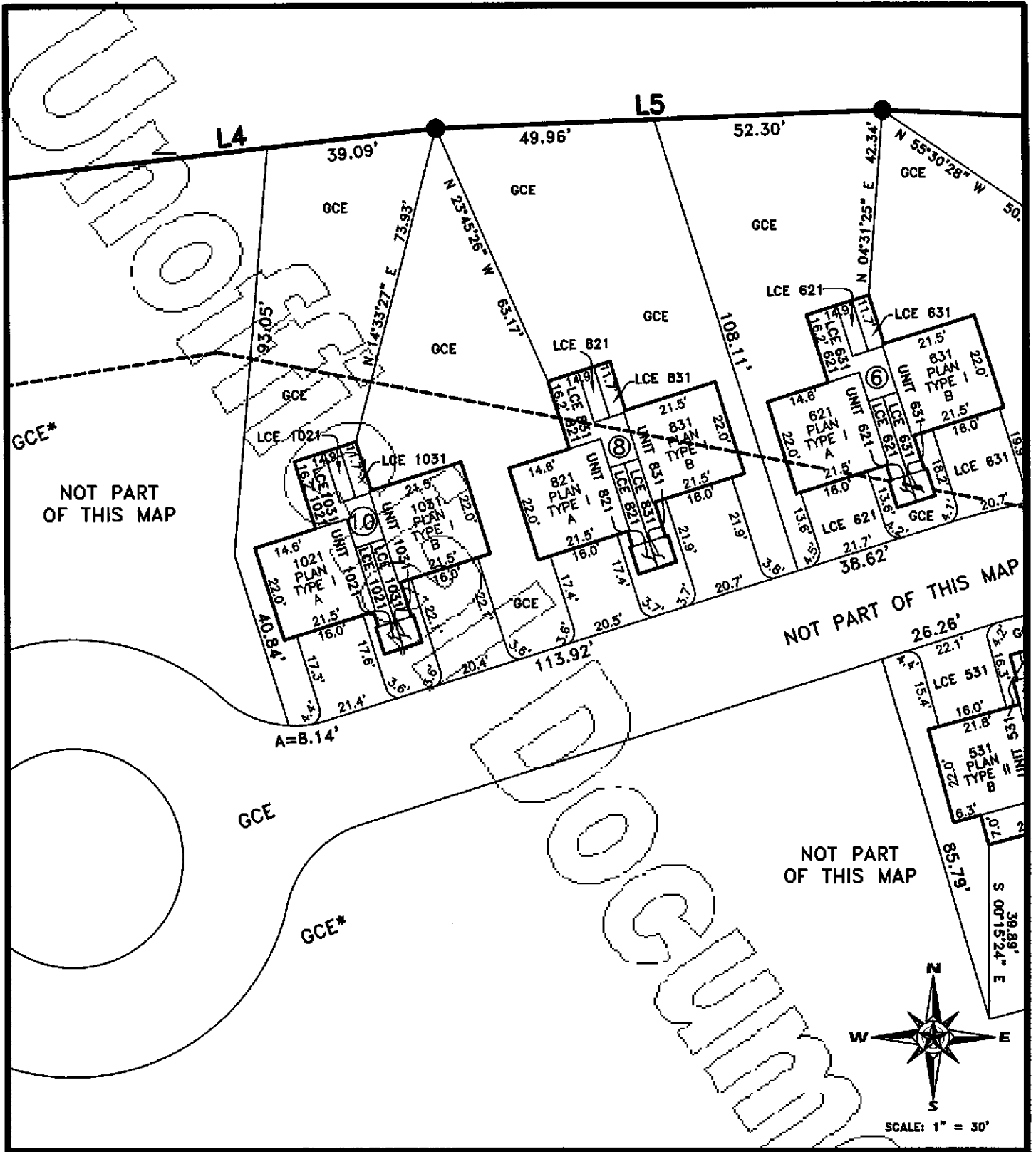
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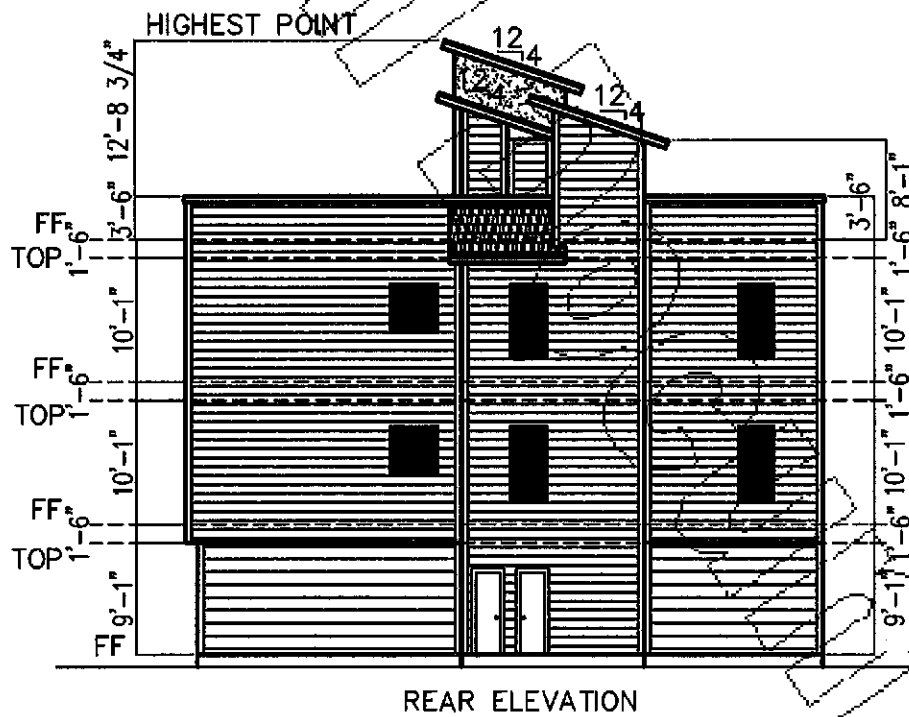
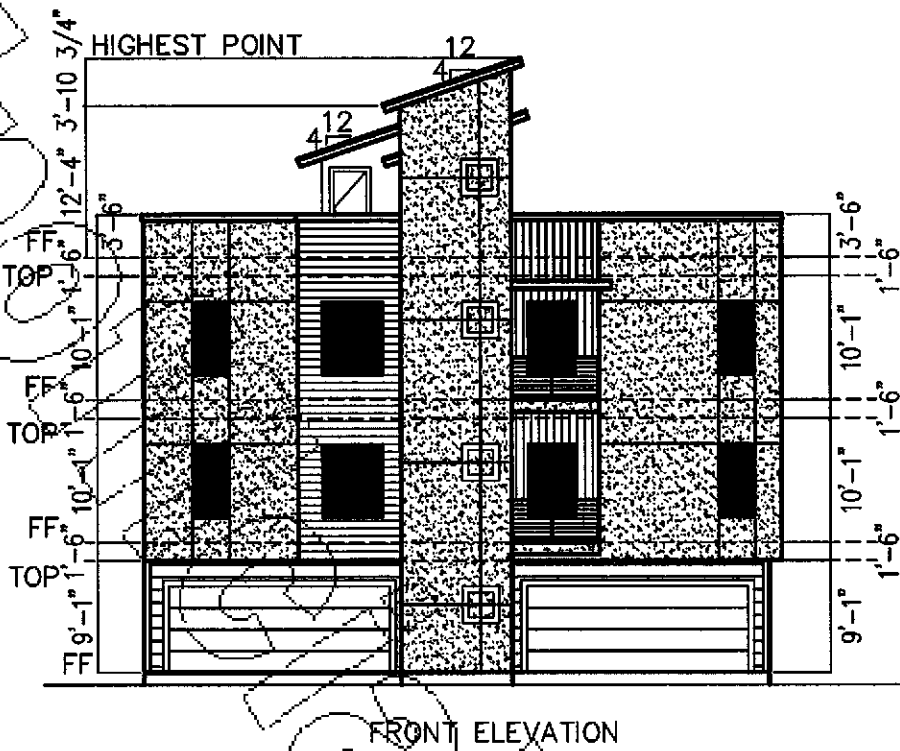


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 DATE: 01/12/18 | SHEET 5 OF 11

TYPE I ELEVATIONS



LAKESIDE VILLAS CONDOMINIUMS

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Suite 300

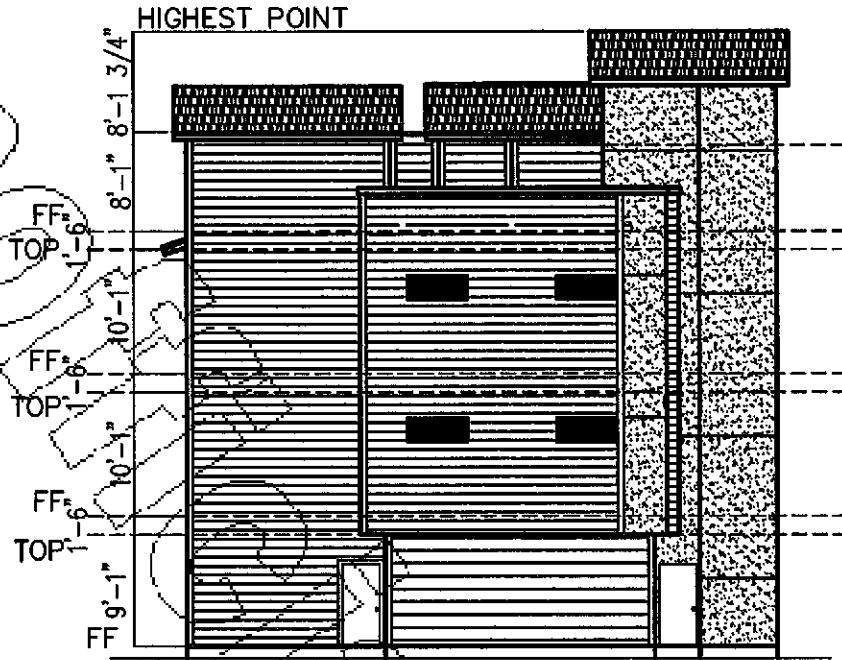
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TEL (512) 326-2100 FAX (512) 326-2770

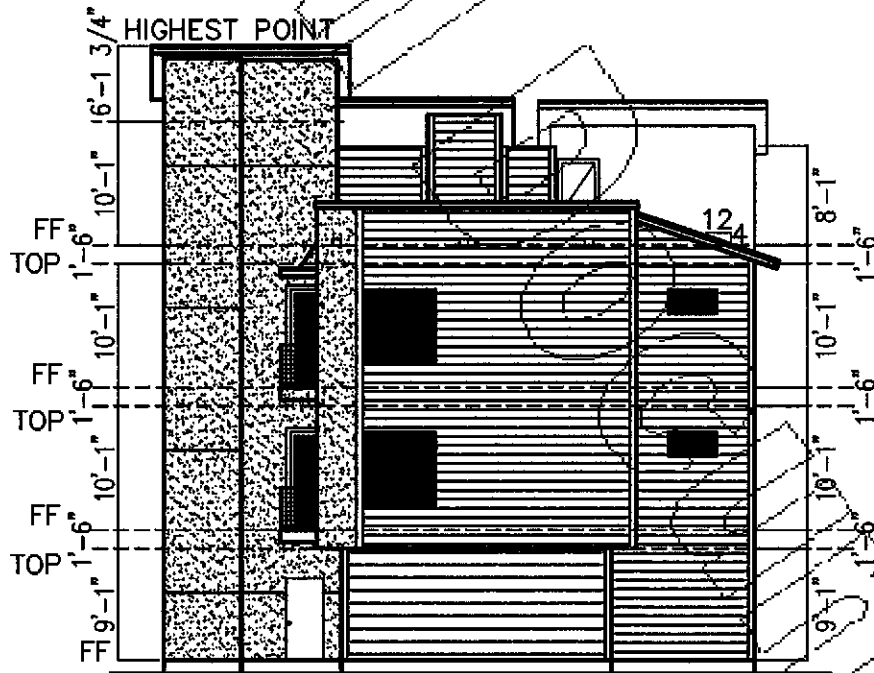
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TYPE I ELEVATIONS



LEFT ELEVATION



RIGHT ELEVATION



LAKESIDE VILLAS CONDOMINIUMS

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4120 Commercial Center Dr.

Suite 300

Austin, Texas 78744

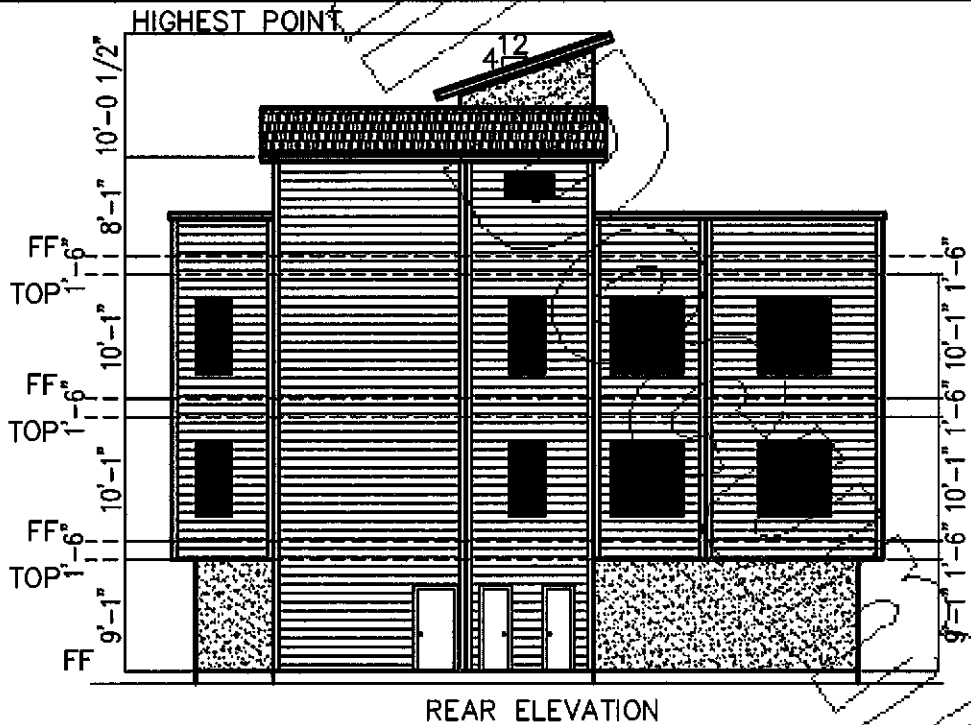
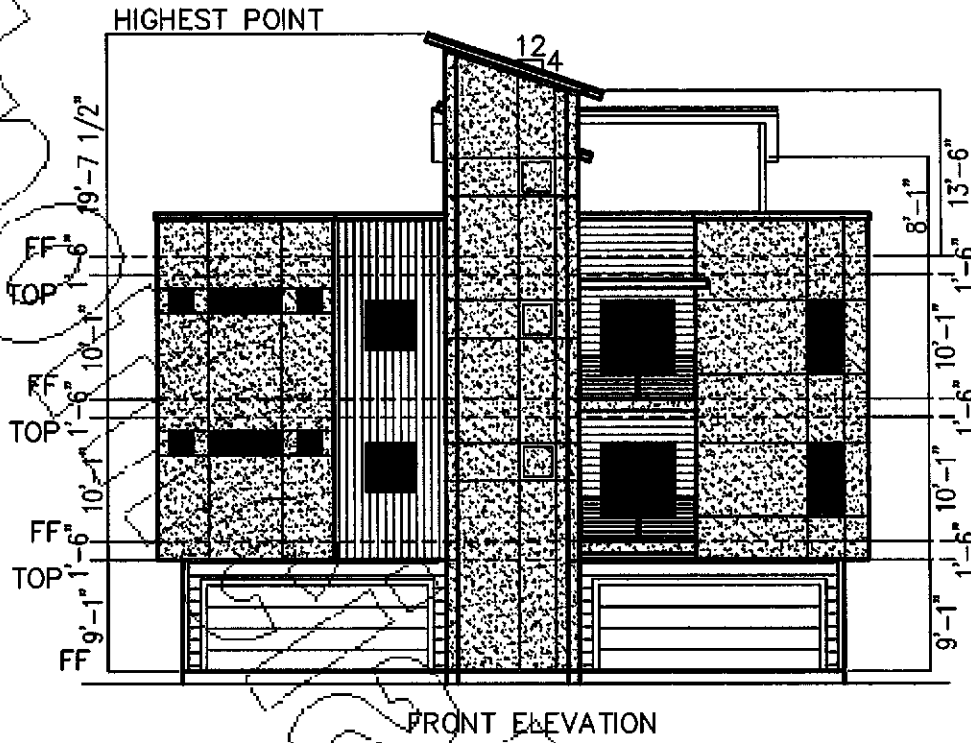
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TYPE II ELEVATIONS



LAKESIDE VILLAS CONDOMINIUMS

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4120 Commercial Center Dr.

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Austin, Texas 78744

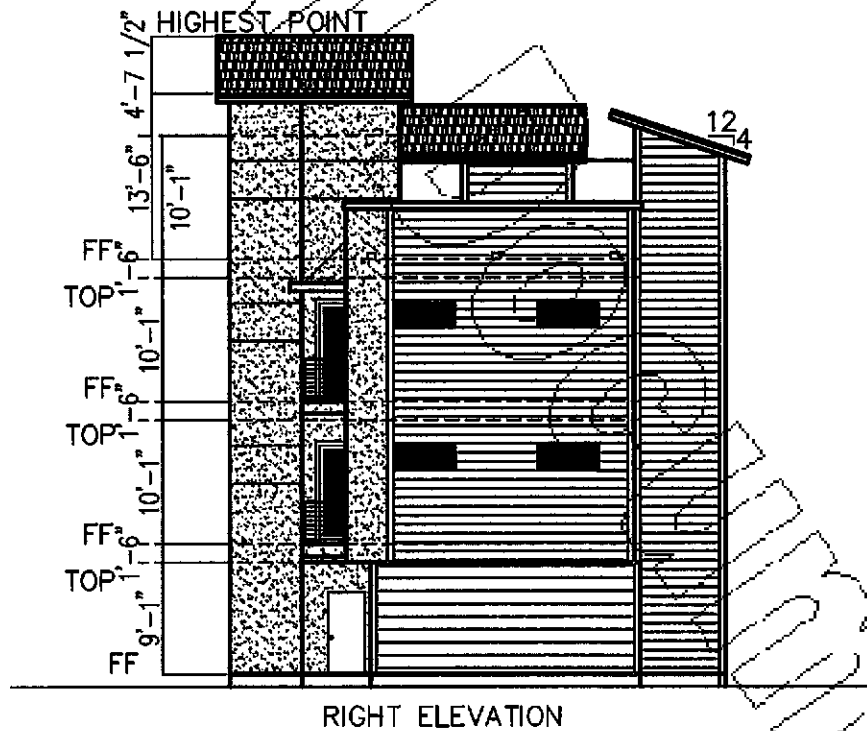
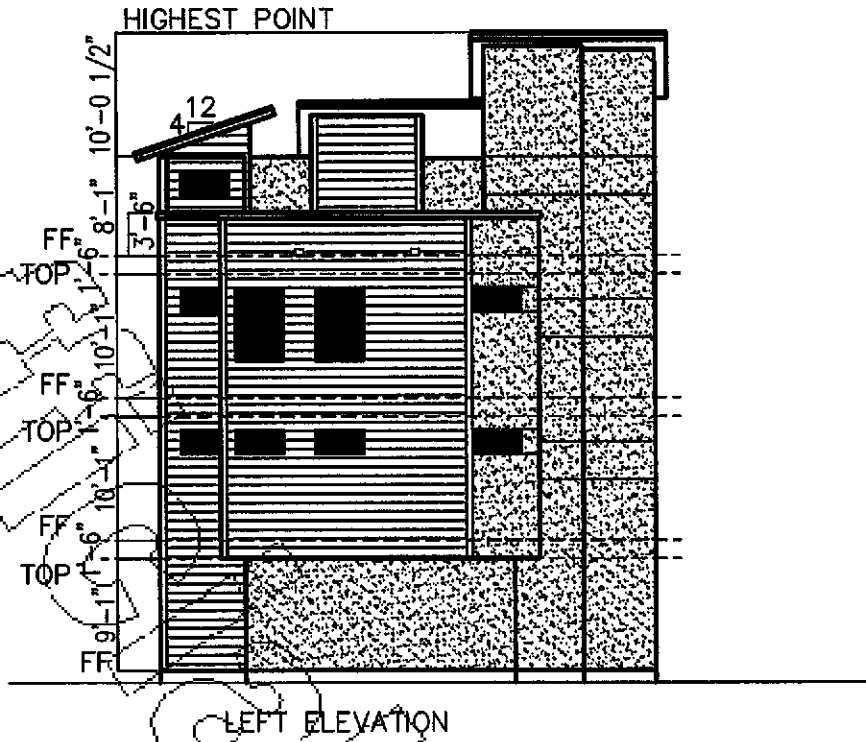
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JOB NO. 3155
SHEET 8 OF 11

TYPE II ELEVATIONS

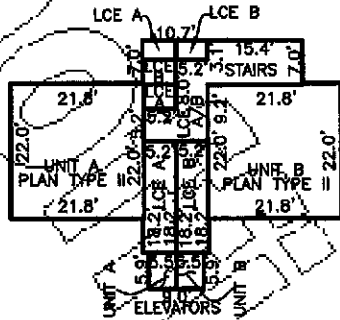


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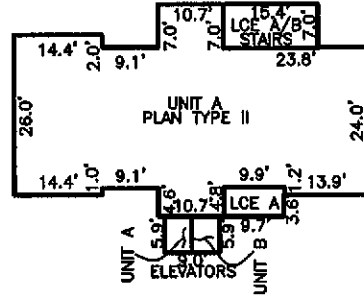
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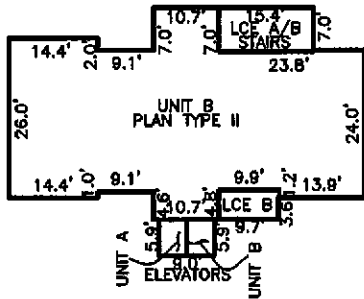
GROUND FLOOR

LEGEND

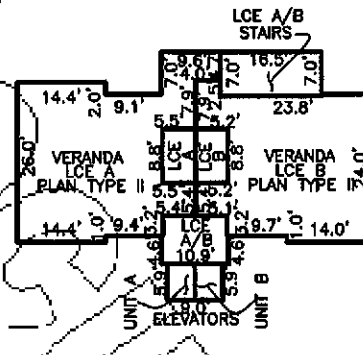
- LCE - LIMITED COMMON ELEMENT
- GCE - GENERAL COMMON ELEMENT
- GCE* - GENERAL COMMON ELEMENT SUBJECT TO DEVELOPMENTAL RIGHTS
- A - REPRESENTS UNIT *21
- B - REPRESENTS UNIT *31



SECOND FLOOR



THIRD FLOOR



TOP FLOOR



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

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SHEET 11 OF 11

EXHIBIT B**COMMON INTEREST ALLOCATION**

Any obligations or rights, including assessment charges or credits calculated or determined based on the Common Interest Allocation which are not allocable to a particular Unit due to a rounding error, will be equally apportioned among all Units within the Regime.

THE COMMON INTEREST ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL CHANGE IF THERE IS AN INCREASE OR DECREASE IN THE NUMBER OF UNITS SUBJECT TO THIS DECLARATION.

Unit Number	Common Interest Allocation
321	8.498%
331	8.482%
421	8.255%
431	8.255%
521	8.498%
531	8.482%
621	8.255%
631	8.255%
821	8.255%
831	8.255%
1021	8.255%
1031	8.255%

LAKESIDE VILLAS CONDOMINIUMS
SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME

EXHIBIT B**SCHEDULE OF COMMON INTEREST ALLOCATION,
COMMON EXPENSE LIABILITY, AND VOTES**

Master Unit	Common Interest Allocation and Common Expense Liability	Votes
Development Master Unit 1	89.31%	89
Residential Master Unit 1	5.10%	5
Residential Master Unit 2	1.59%	2
Residential Master Unit 3	4.01%	4

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

EXHIBIT B

LAKESIDE MASTER CONDOMINIUMS
SECOND AMENDMENT TO DECLARATION



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Jul 19, 2021 04:45 PM Fee: \$86.00

2021160967

Electronically Recorded

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Kristi E. Stotts, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com



15/ITC/2141623 -COM/VYS

**THIRD AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF
CONDOMINIUM REGIME FOR
LAKESIDE VILLAS CONDOMINIUMS**

(A Residential Condominium Project in Travis County, Texas)

[Adding Residential Master Unit 4 and Creating Units 721, 731, 921 and 931]

Declarant: MANSFIELD INVESTORS LLC, a Texas limited liability company

Cross reference to that certain Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2018014345, Official Public Records of Travis County, Texas, as amended.

**THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM REGIME FOR LAKESIDE VILLAS CONDOMINIUMS**

This Third Amendment to Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums (this "**Amendment**") is made by MANSFIELD INVESTORS LLC, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2018014345, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2020199680, Official Public Records of Travis County, Texas, and by that certain Second Amendment to Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2021047146, Official Public Records of Travis County, Texas (collectively, the "**Declaration**").

B. The Declaration established residential units out of "Residential Master Unit 1" created by Declarant pursuant to that certain Declaration of Condominium Regime for Lakeside Master Condominiums, recorded under Document No. 2018012904, Official Public Records of Travis County, Texas, as amended (collectively, the "**Master Declaration**").

C. The Declarant is the owner of "Residential Master Unit 4" created by the Master Declaration ("**Residential Master Unit 4**"). Pursuant to *Section 3.2* of the Master Declaration, the Declarant during the Development Period (as defined in the Master Declaration) will have the ability to add Master Units (as defined in the Master Declaration) to a Sub-Declaration (as defined in the Master Declaration). The Declarant desires to add Residential Master Unit 4 to the Declaration. The Development Period (as defined in the Master Declaration) is a seventy-five (75) year period commencing on the date the Master Declaration was Recorded in the Official Public Records of Travis County, Texas. The Master Declaration was recorded in the Official Public Records of Travis County, Texas, on January 29, 2018, as such, the Development Period (as defined in the Master Declaration) has not expired.

D. Pursuant to *Provision A.3.8(iii)* of Appendix "A" to the Declaration, Declarant, during the Development Period, may amend the Declaration unilaterally and without the consent of other Owners or any Mortgagee to add additional real property to the Property in the exercise of statutory development rights.

E. Pursuant to *Provisions A.3.8(iv)* and *A.3.2* of Appendix "A" to the Declaration, Declarant, during the Development Period, may amend the Declaration unilaterally and

5. **Declaration of Annexation.** To the extent required under the Declaration, this Amendment shall be considered a declaration of annexation, that will be Recorded in the Official Public Records of Travis County, Texas.

6. **Effect of Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

Executed to be effective on July 13, 2021.

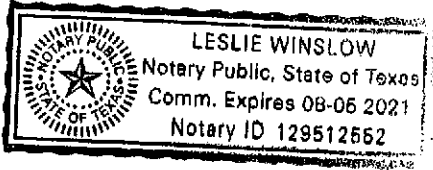
DECLARANT:

MANSFIELD INVESTORS LLC, a Texas limited liability company

By: [Signature]
Printed Name: Philip e Buster
Title: Manager

THE STATE OF TX §
COUNTY OF Harris §

This instrument was acknowledged before me this 13 day of July, 2021, by Philip Buster, Manager of Mansfield Investors LLC, a Texas limited liability company, on behalf of said limited liability company.



(SEAL)

[Signature]
Notary Public Signature

EXHIBIT A

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

SEE SHEET 2 FOR ORIGINAL CERTIFICATION

LAKESIDE VILLAS CONDOMINIUMS
THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME

COMMITMENT NOTES

- 1) TITLE COMMITMENT FROM STEWART TITLE COMPANY, GF#01247-51069.
- 2) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY VOL. 660, PG. 216, T.C.D.R.
- 3) SUBJECT TO 100' ELECTRIC EASEMENT TO THE LOWER COLORADO RIVER AUTHORITY BY VOL. 600, PG. 372, T.C.D.R., AS SHOWN HEREON.
- 4) SUBJECT TO GAS FACILITIES EASEMENT AGREEMENT TO SHARP COMMUNITY ENERGY, INC. BY DOC. NO. 2009212461, T.C.O.P.R. AS SHOWN HEREON.
- 5) SUBJECT TO OVERFLOW AND INUNDATION EASEMENT TO THE CITY OF AUSTIN BY VOL. 593, PG. 288, T.C.D.R.
- 6) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2007181842, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.
- 7) UNDERGROUND ELECTRIC UTILITY EASEMENT TO THE CITY OF AUSTIN BY DOC. NO. 2009095224, T.C.O.P.R. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.
- 8) SUBJECT TO UTILITY EASEMENT (BLANKET IN NATURE) TO TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 17 BY DOC. NO. 2014067956, T.C.O.P.R.
- 9) SUBJECT TO ELECTRIC UTILITY EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2015032493, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.

GENERAL NOTES

- 1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE CONDOMINIUM PLAT AND PLANS ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS; (I) IN THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE VILLAS CONDOMINIUMS (THE "DECLARATION") OR (II) ON THE CONDOMINIUM PLAT AND PLANS OF THE REGIME.
- 2) OWNERSHIP AND USE OF CONDOMINIUM UNITS ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.
- 3) THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION 82.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

4120 Commercial Center Dr.
Suite 300

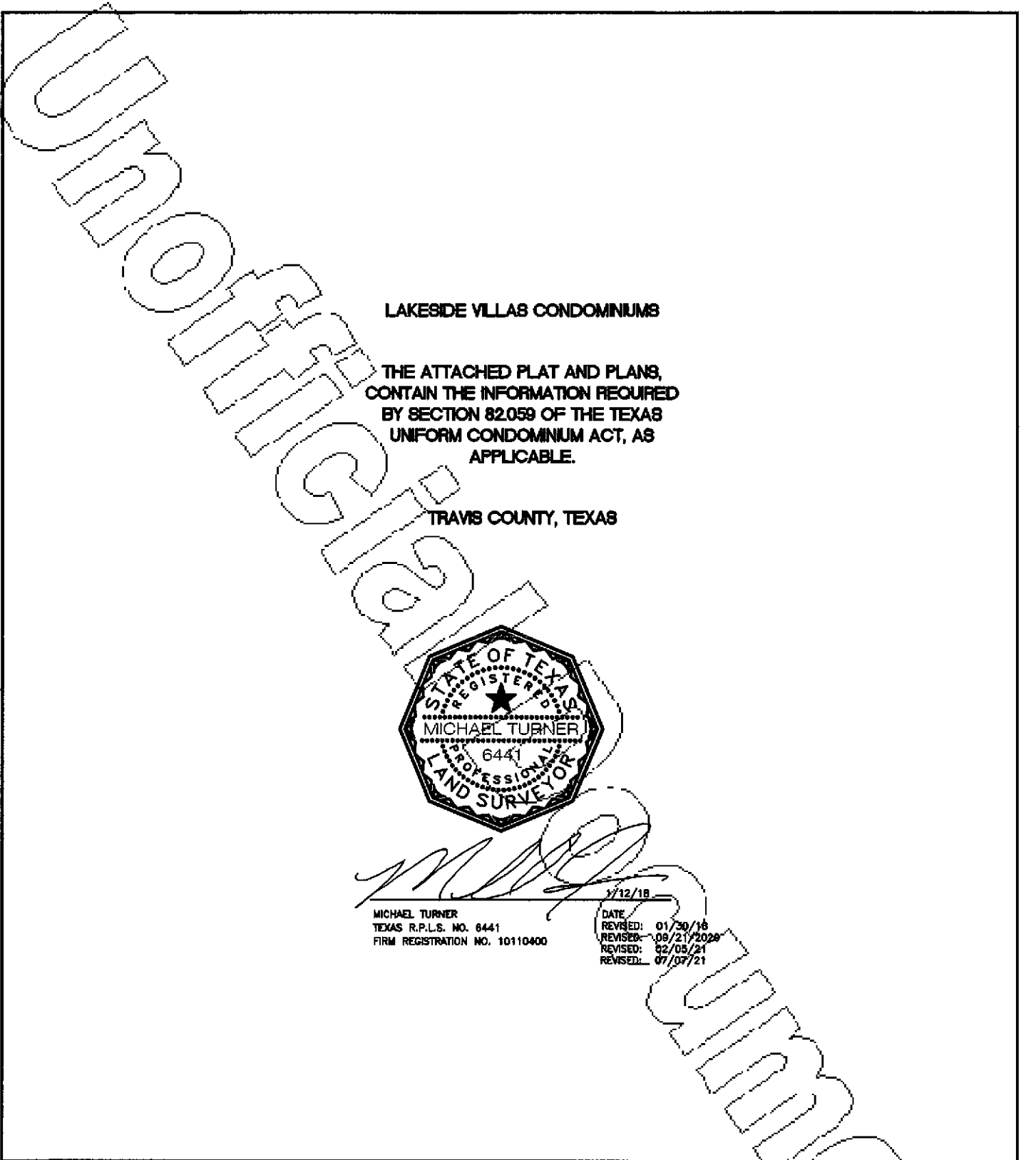
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DATE: 01/12/18
REVISED: 01/30/18

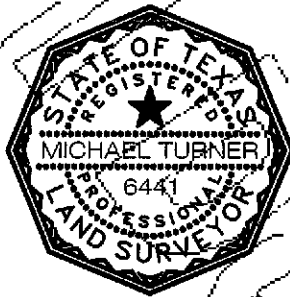
JOB NO: 31555
SHEET 1 OF 11



LAKESIDE VILLAS CONDOMINIUMS

**THE ATTACHED PLAT AND PLANS,
CONTAIN THE INFORMATION REQUIRED
BY SECTION 82.059 OF THE TEXAS
UNIFORM CONDOMINIUM ACT, AS
APPLICABLE.**

TRAVIS COUNTY, TEXAS



Michael Turner
1/12/18

MICHAEL TURNER
TEXAS R.P.L.S. NO. 6441
FIRM REGISTRATION NO. 10110400

DATE: 01/30/18
REVISED: 08/21/2020
REVISED: 02/05/21
REVISED: 07/07/21



LAKESIDE VILLAS CONDOMINIUMS

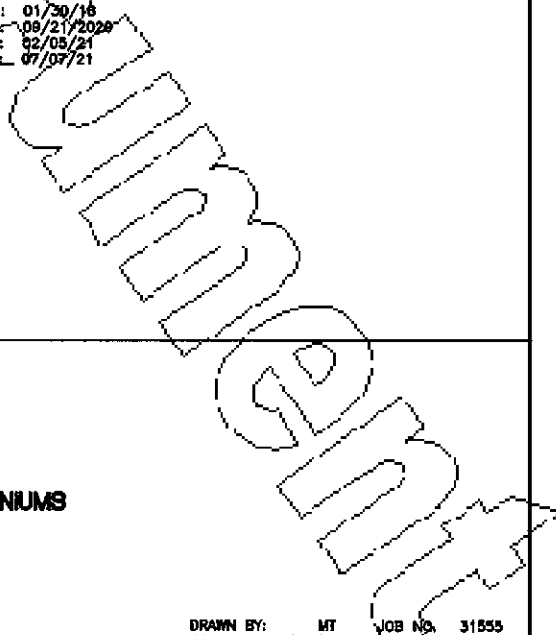
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DATE: 01/12/18 SHEET 2 OF 11



Unofficial

LEGAL DESCRIPTION:

RESIDENTIAL MASTER UNIT 1 ESTABLISHED BY THAT CERTAIN DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS, RECORDED IN DOCUMENT NO. 2018012904, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND RESIDENTIAL MASTER UNIT 2 ESTABLISHED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS, RECORDED IN DOCUMENT NO. 2020199343, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, RESIDENTIAL MASTER UNIT 3 ESTABLISHED BY THAT CERTAIN SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS, RECORDED IN DOCUMENT NO. 2021047145, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND RESIDENTIAL MASTER UNIT 4 ESTABLISHED BY THAT CERTAIN THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS, RECORDED OR TO BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Unofficial



LAKESIDE VILLAS CONDOMINIUMS

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4120 Commercial Center Dr.

Suite 300

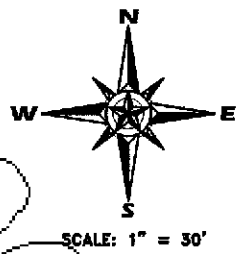
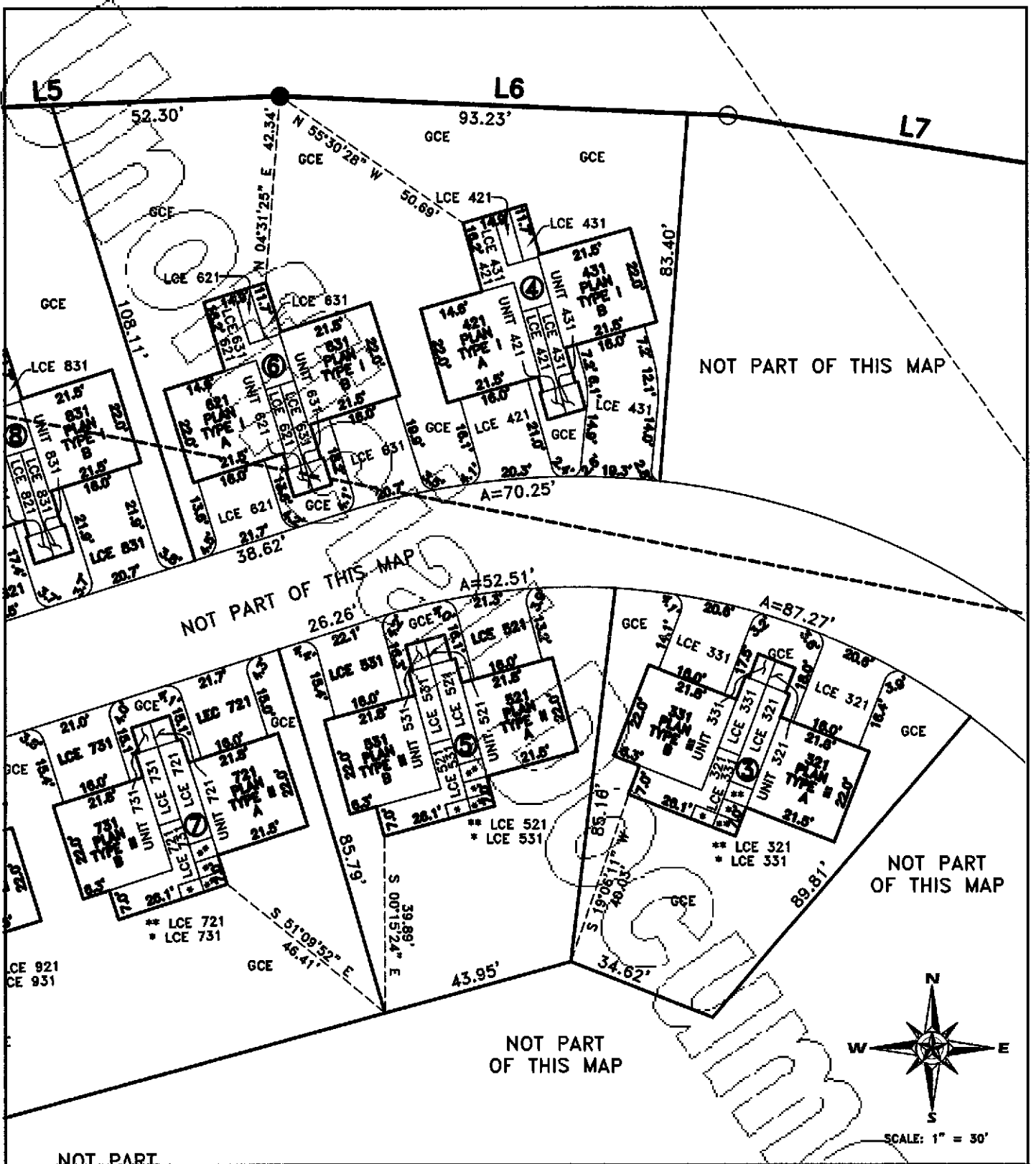
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JOB NO. 31555
SHEET 3 OF 11

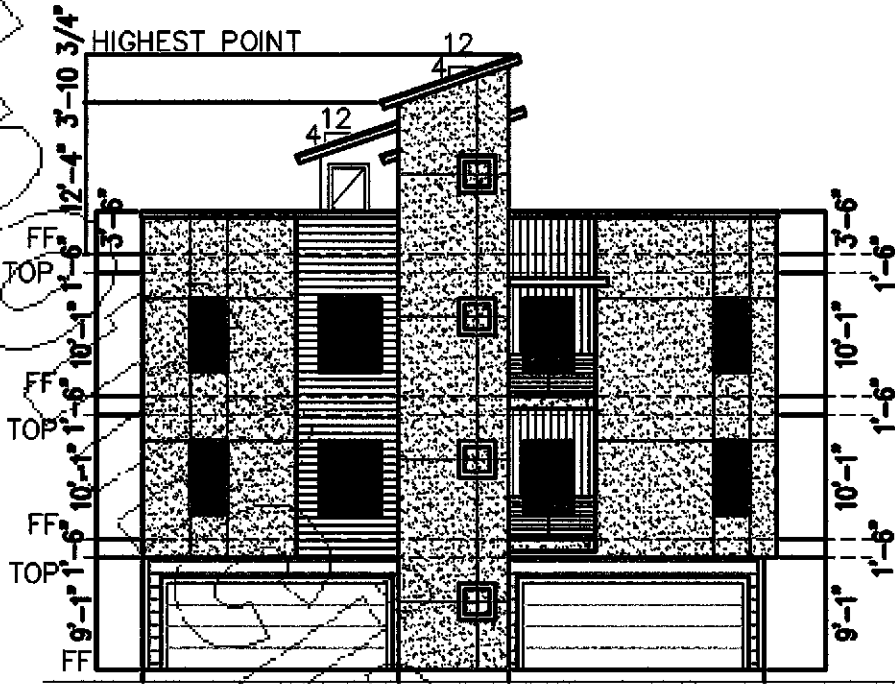


LAKESIDE VILLAS CONDOMINIUMS

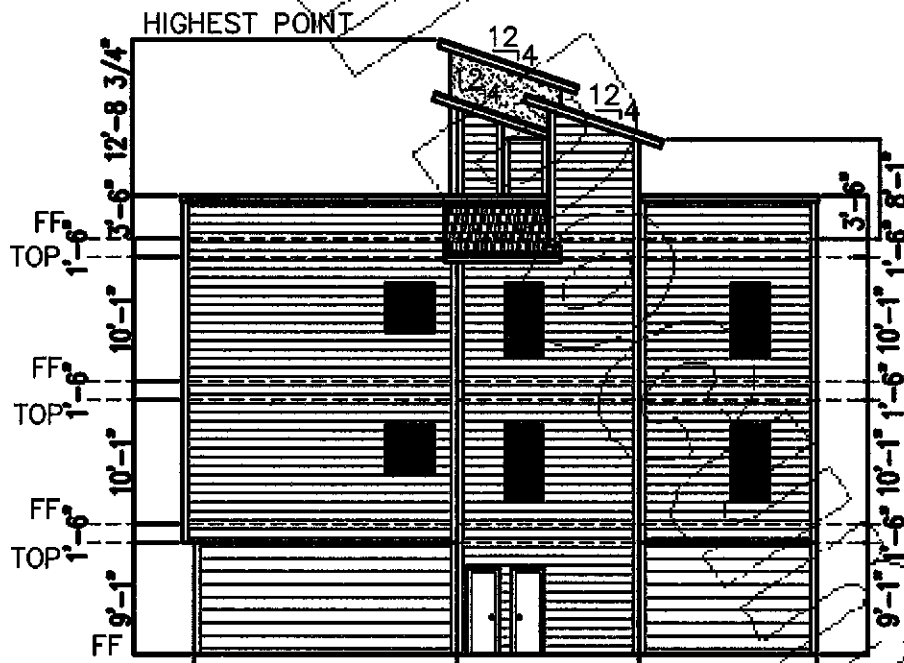
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 JOB NO. 31555
 SHEET 4 OF 11

TYPE I ELEVATIONS



FRONT ELEVATION



REAR ELEVATION



LAKESIDE VILLAS CONDOMINIUMS

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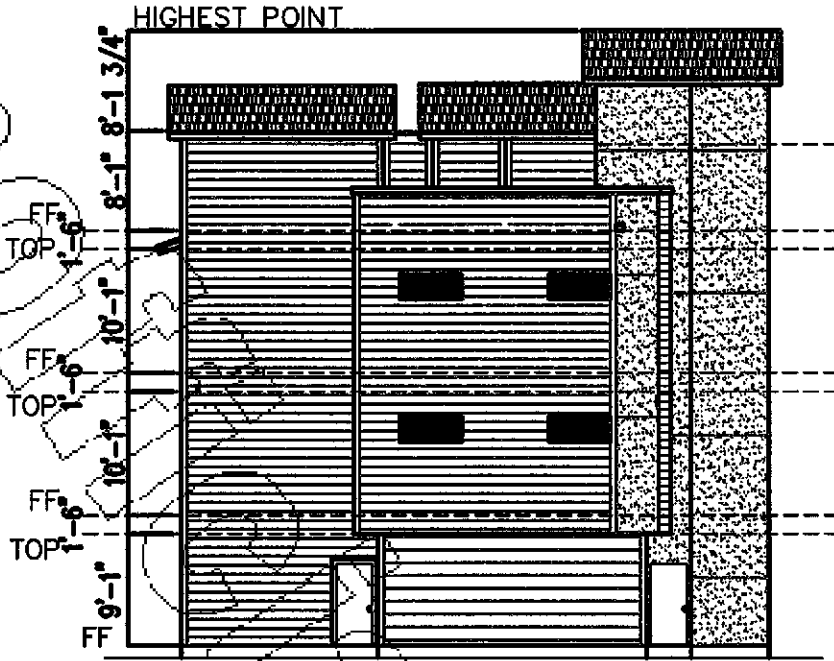
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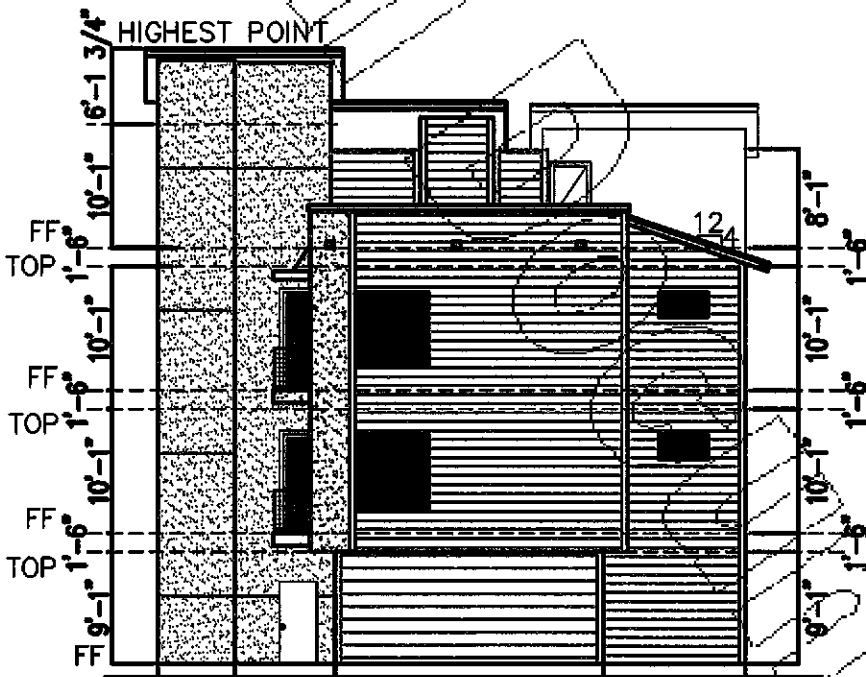
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DATE: 01/12/16

JOB No. 31555
SHEET 6 OF 11

TYPE I ELEVATIONS



LEFT ELEVATION



RIGHT ELEVATION

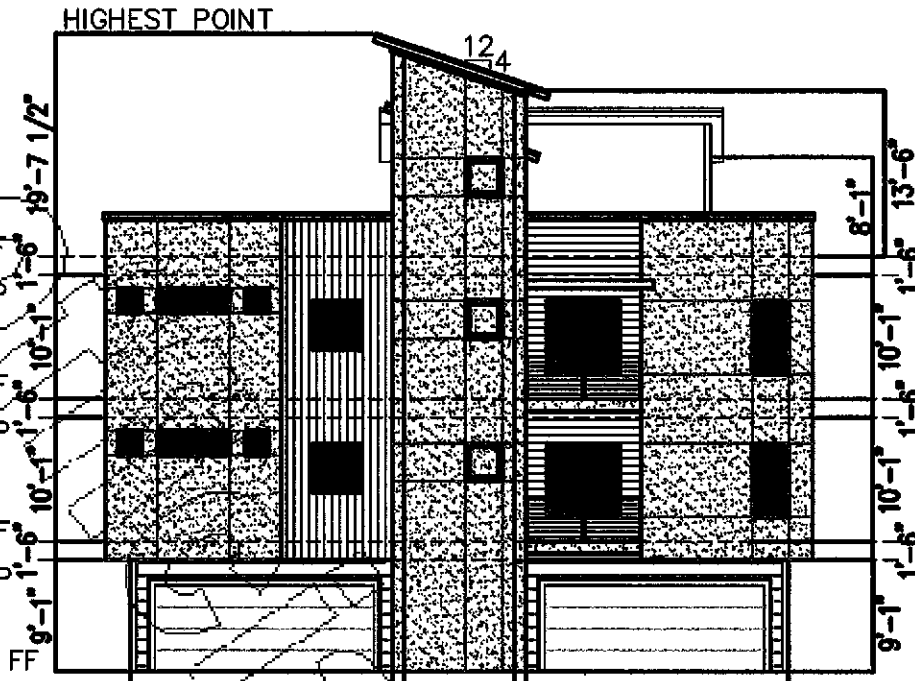


LAKESIDE VILLAS CONDOMINIUMS

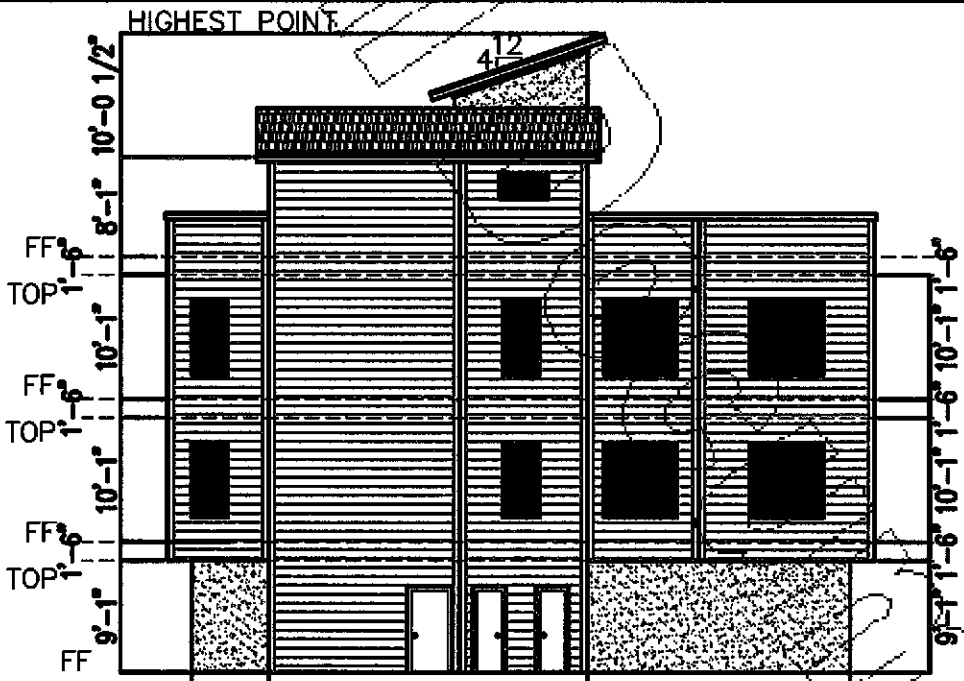
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 DATE: 01/12/18 SHEET 7 OF 11

TYPE II ELEVATIONS



FRONT ELEVATION



REAR ELEVATION



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

4120 Commercial Center Dr.

Suite 300

Austin, Texas 78744

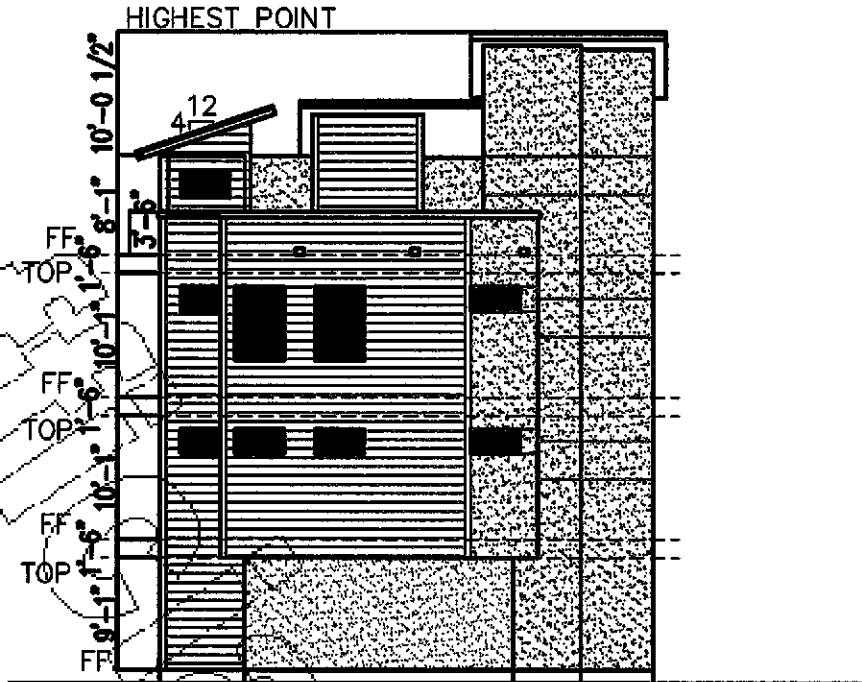
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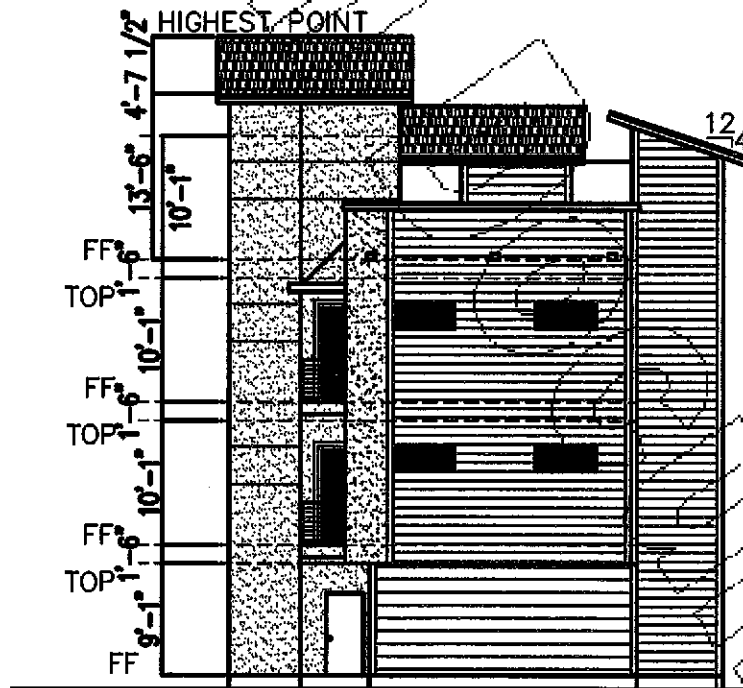
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DATE: 01/12/18

JOB No. 31555
SHEET 8 OF 11

TYPE II ELEVATIONS



LEFT ELEVATION



RIGHT ELEVATION



LAKEBIDE VILLAS CONDOMINIUMS

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DATE: 01/12/18

JOB No. 31856
SHEET 9 OF 11

EXHIBIT B**COMMON INTEREST ALLOCATION**

Any obligations or rights, including assessment charges or credits calculated or determined based on the Common Interest Allocation which are not allocable to a particular Unit due to a rounding error, will be equally apportioned among all Units within the Regime.

THE COMMON INTEREST ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL CHANGE IF THERE IS AN INCREASE OR DECREASE IN THE NUMBER OF UNITS SUBJECT TO THIS DECLARATION.

Unit Number	Common Interest Allocation
321	6.344%
331	6.332%
421	6.162%
431	6.162%
521	6.344%
531	6.332%
621	6.162%
631	6.162%
721	6.344%
731	6.332%
821	6.162%
831	6.162%
921	6.344%
931	6.332%
1021	6.162%
1031	6.162%

LAKESIDE VILLAS CONDOMINIUMS
THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME



Ra

Rebecca Guerrero, County Clerk
Travis County, Texas

Jul 26, 2022 03:37 PM Fee: \$98.00

2022127955

Electronically Recorded

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Kristi E. Stotts, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com



**FOURTH AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF
CONDOMINIUM REGIME FOR
LAKESIDE VILLAS CONDOMINIUMS**

(A Residential Condominium Project in Travis County, Texas)

[Adding Residential Master Unit 5 and Residential Master Unit 6; and Creating Units 1121,
1131, 1221 and 1231]

Declarant: MANSFIELD INVESTORS LLC, a Texas limited liability company

Cross reference to that certain Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2018014345, Official Public Records of Travis County, Texas, as amended.

**FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM REGIME FOR LAKESIDE VILLAS CONDOMINIUMS**

This Fourth Amendment to Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums (this "**Amendment**") is made by MANSFIELD INVESTORS LLC, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2018014345, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2020199680, Official Public Records of Travis County, Texas, by that certain Second Amendment to Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2021047146, Official Public Records of Travis County, Texas, and by that certain Third Amendment to Amended and Restated Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded under Document No. 2021160967, Official Public Records of Travis County, Texas (collectively, the "**Declaration**").

B. The Declaration established residential units out of "Residential Master Unit 1" created by Declarant pursuant to that certain Declaration of Condominium Regime for Lakeside Master Condominiums, recorded under Document No. 2018012904, Official Public Records of Travis County, Texas, as amended (collectively, the "**Master Declaration**").

C. The Declarant is the owner of "Residential Master Unit 5" ("**Residential Master Unit 5**") and "Residential Master Unit 6" ("**Residential Master Unit 6**") both created by the Master Declaration. Pursuant to *Section 3.2* of the Master Declaration, the Declarant during the Development Period (as defined in the Master Declaration) will have the ability to add Master Units (as defined in the Master Declaration) to a Sub-Declaration (as defined in the Master Declaration). The Declarant desires to add Residential Master Unit 5 and Residential Master Unit 6 to the Declaration. The Development Period (as defined in the Master Declaration) is a seventy-five (75) year period commencing on the date the Master Declaration was Recorded in the Official Public Records of Travis County, Texas. The Master Declaration was recorded in the Official Public Records of Travis County, Texas, on January 29, 2018; as such, the Development Period (as defined in the Master Declaration) has not expired.

D. Pursuant to *Provision A.3.8(iii)* of Appendix "A" to the Declaration, Declarant, during the Development Period, may amend the Declaration unilaterally and without the consent of other Owners or any Mortgagee to add additional real property to the Property in the exercise of statutory development rights.

E. Pursuant to *Provisions A.3.8(iv)* and *A.3.2* of Appendix "A" to the Declaration, Declarant, during the Development Period, may amend the Declaration unilaterally and without the consent of other Owners or any Mortgagee to create Units, General Common Elements and Limited Common Elements within the Property, in the exercise of statutory development rights.

F. Pursuant to Section 82.060 of the Texas Uniform Condominium Act, to exercise a statutory development right, Declarant must prepare, execute and record an amendment to the Declaration and record new plat and plans for that real property.

G. The "Development Period" as such term is defined in the Declaration, is a seven (7) year period commencing on the date the Declaration was Recorded in the Official Public Records of Travis County, Texas. The Declaration was recorded in the Official Public Records of Travis County, Texas, on January 31, 2018; as such, the Development Period has not expired.

H. Declarant desires to amend the Declaration for the purposes of adding Residential Master Unit 5 and Residential Master Unit 6 to the Property and creating four (4) additional Units within the Regime. The total number of Units within the Regime after giving effect to this Amendment is equal to twenty (20).

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Addition of Master Unit.** In accordance with the rights reserved by the Declarant pursuant to *Section 3.2* of the Master Declaration and *Provision A.3.8(iii)* of Appendix "A" to the Declaration, Declarant hereby adds Residential Master Unit 5 and Residential Master Unit 6, as both are more particularly described on Exhibit A, attached hereto and incorporated herein by reference, together with all Improvements thereon and all easements, rights, and appurtenances thereto, to the terms and provisions of the Declaration.

2. **Creation of Units.** In accordance with the rights reserved by the Declarant pursuant to *Section 5.1* of the Declaration and *Provisions A.3.8(iv)* and *A.3.2* of Appendix "A" to the Declaration, Declarant hereby creates two (2) Units out of Residential Master Unit 5, which are designated as Units 1121, 1131, and creates two (2) Units out of Residential Master Unit 6, which are designated as 1221 and 1231 (collectively, the "New Units"). The New Units are hereby classified as Units which MUST BE BUILT.

3. **Supplement to Attachment 1.** Attachment 1 to the Declaration is hereby supplemented with additional Plat and Plans attached hereto as Exhibit A (the "Additional Plat and Plans"). The Additional Plat and Plans are added to the Plat and Plans existing in the Declaration and: (i) assign an identifying number to the Units; and (ii) include the information required by Section 82.059 of the Texas Uniform Condominium Act.

4. **Common Interest Allocation.** The percentage interests allocated to all Units within the Regime is set forth on Exhibit B attached hereto and incorporated herein. Exhibit B attached hereto will supersede and replace Attachment 3 to the Declaration.

5. **Declaration of Annexation.** To the extent required under the Declaration, this Amendment shall be considered a declaration of annexation, that will be Recorded in the Official Public Records of Travis County, Texas.

6. **Effect of Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

Executed to be effective on July 19, 2022.

DECLARANT:

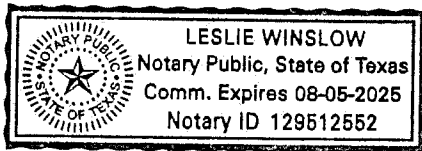
MANSFIELD INVESTORS LLC, a Texas limited liability company

By: Philip Busker
Printed Name: Philip Busker
Title: Manager

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me this 19 day of July, 2022, by Philip Busker, Manager of Mansfield Investors LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



Leslie Winslow
Notary Public Signature

EXHIBIT A

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

SEE SHEET 2 FOR ORIGINAL CERTIFICATION

LAKESIDE VILLAS CONDOMINIUMS
FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME

COMMITMENT NOTES

- 1) TITLE COMMITMENT FROM STEWART TITLE COMPANY, GF#01247-51069.
- 2) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY VOL. 660, PG. 216, T.C.D.R.
- 3) SUBJECT TO 100' ELECTRIC EASEMENT TO THE LOWER COLORADO RIVER AUTHORITY BY VOL. 600, PG. 372, T.C.D.R., AS SHOWN HEREON.
- 4) SUBJECT TO GAS FACILITIES EASEMENT AGREEMENT TO SHARP COMMUNITY ENERGY, INC. BY DOC. NO. 2009212461, T.C.O.P.R. AS SHOWN HEREON.
- 5) SUBJECT TO OVERFLOW AND INUNDATION EASEMENT TO THE CITY OF AUSTIN BY VOL. 593, PG. 288, T.C.D.R.
- 6) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2007181842, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.
- 7) UNDERGROUND ELECTRIC UTILITY EASEMENT TO THE CITY OF AUSTIN BY DOC. NO. 2009095224, T.C.O.P.R. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.
- 8) SUBJECT TO UTILITY EASEMENT (BLANKET IN NATURE) TO TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 17 BY DOC. NO. 2014067956, T.C.O.P.R.
- 9) SUBJECT TO ELECTRIC UTILITY EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2015032493, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.

GENERAL NOTES

- 1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE CONDOMINIUM PLAT AND PLANS ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (I) IN THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE VILLAS CONDOMINIUMS (THE "DECLARATION") OR (II) ON THE CONDOMINIUM PLAT AND PLANS OF THE REGIME.
- 2) OWNERSHIP AND USE OF CONDOMINIUM UNITS ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.
- 3) THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION 82.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.



LAKESIDE VILLAS CONDOMINIUMS

Windrose Land Services-Austin

4120 Commercial Center Dr.
Suite 300

Austin, Texas 78744

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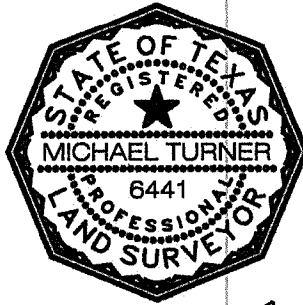
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DATE: 01/12/18
REVISED: 01/30/18
JOB NO. 31555
SHEET 1 OF 12

LAKESIDE VILLAS CONDOMINIUMS

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

TRAVIS COUNTY, TEXAS



1/12/18

MICHAEL TURNER
TEXAS R.P.L.S. NO. 6441
FIRM REGISTRATION NO. 10110400

DATE
REVISED: 01/30/18
REVISED: 08/21/2020
REVISED: 02/05/21
REVISED: 07/07/21
REVISED: 07/15/22



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LAKESIDE VILLAS CONDOMINIUMS

DRAWN BY: MT JOB NO. 31555
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LEGAL DESCRIPTION:

RESIDENTIAL MASTER UNIT 1 ESTABLISHED BY THAT CERTAIN DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS, RECORDED IN DOCUMENT NO. 2018012904, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND RESIDENTIAL MASTER UNIT 2 ESTABLISHED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS, RECORDED IN DOCUMENT NO. 2020199343, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, RESIDENTIAL MASTER UNIT 3 ESTABLISHED BY THAT CERTAIN SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS, RECORDED IN DOCUMENT NO. 2021047145, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, RESIDENTIAL MASTER UNIT 4 ESTABLISHED BY THAT CERTAIN THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS, RECORDED IN DOCUMENT NO. 2021160966, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND RESIDENTIAL MASTER UNIT 5 AND RESIDENTIAL MASTER UNIT 6 ESTABLISHED BY THAT CERTAIN FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS, RECORDED OR TO BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



LAKESIDE VILLAS CONDOMINIUMS

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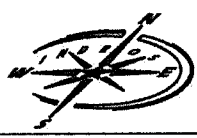
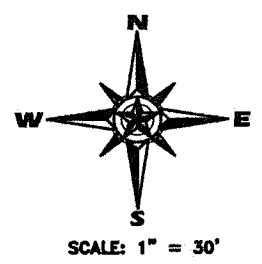
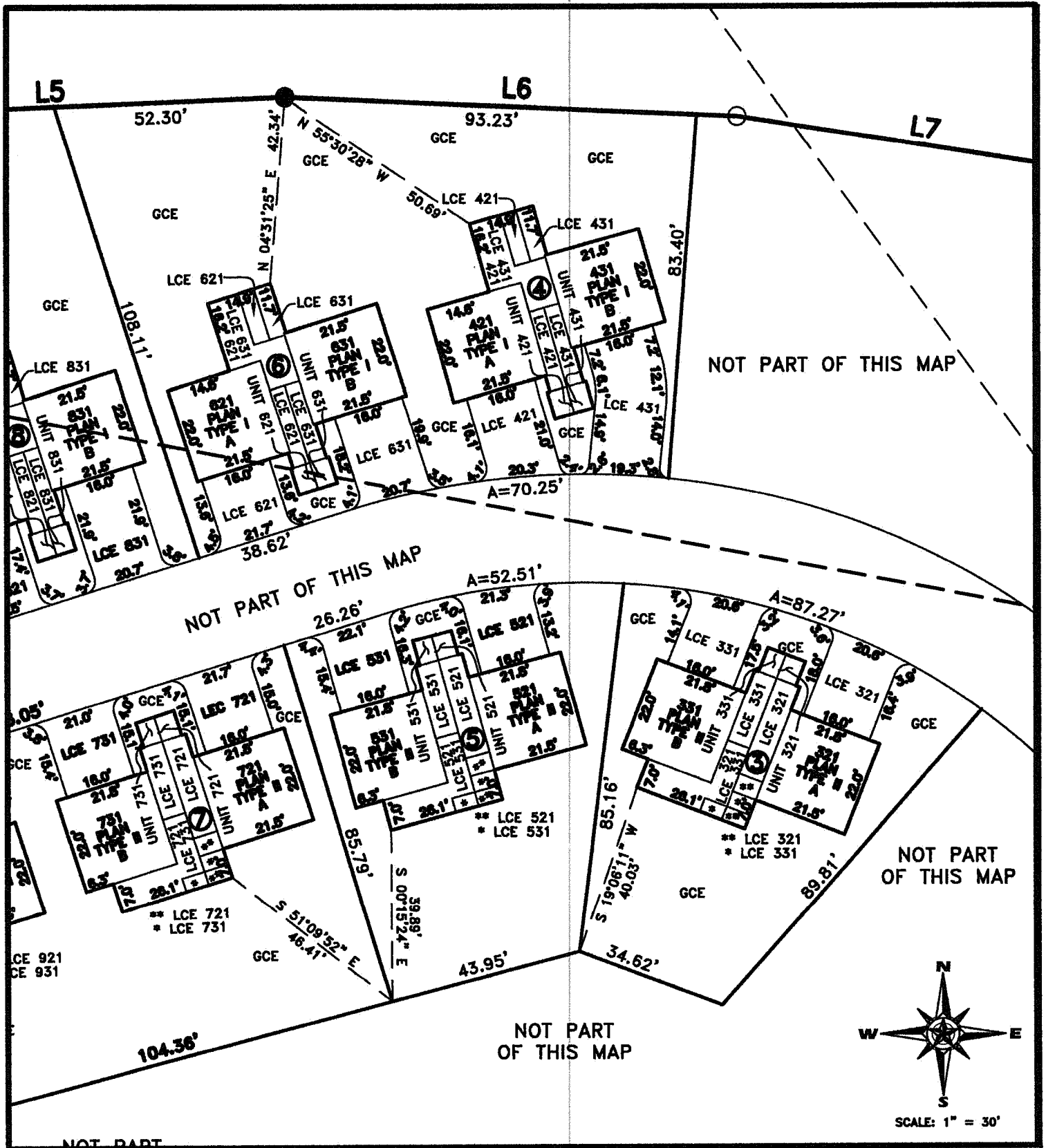
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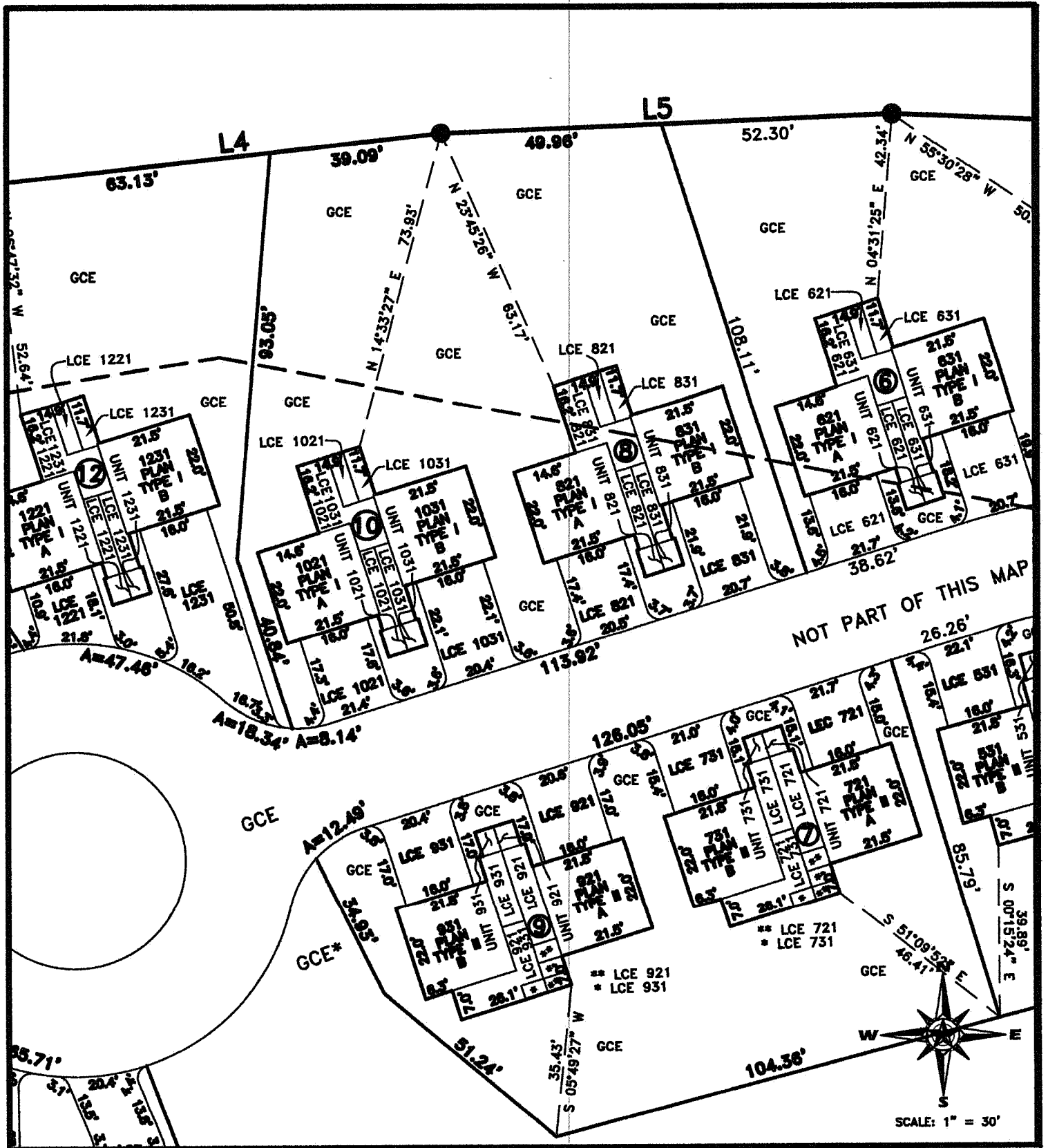


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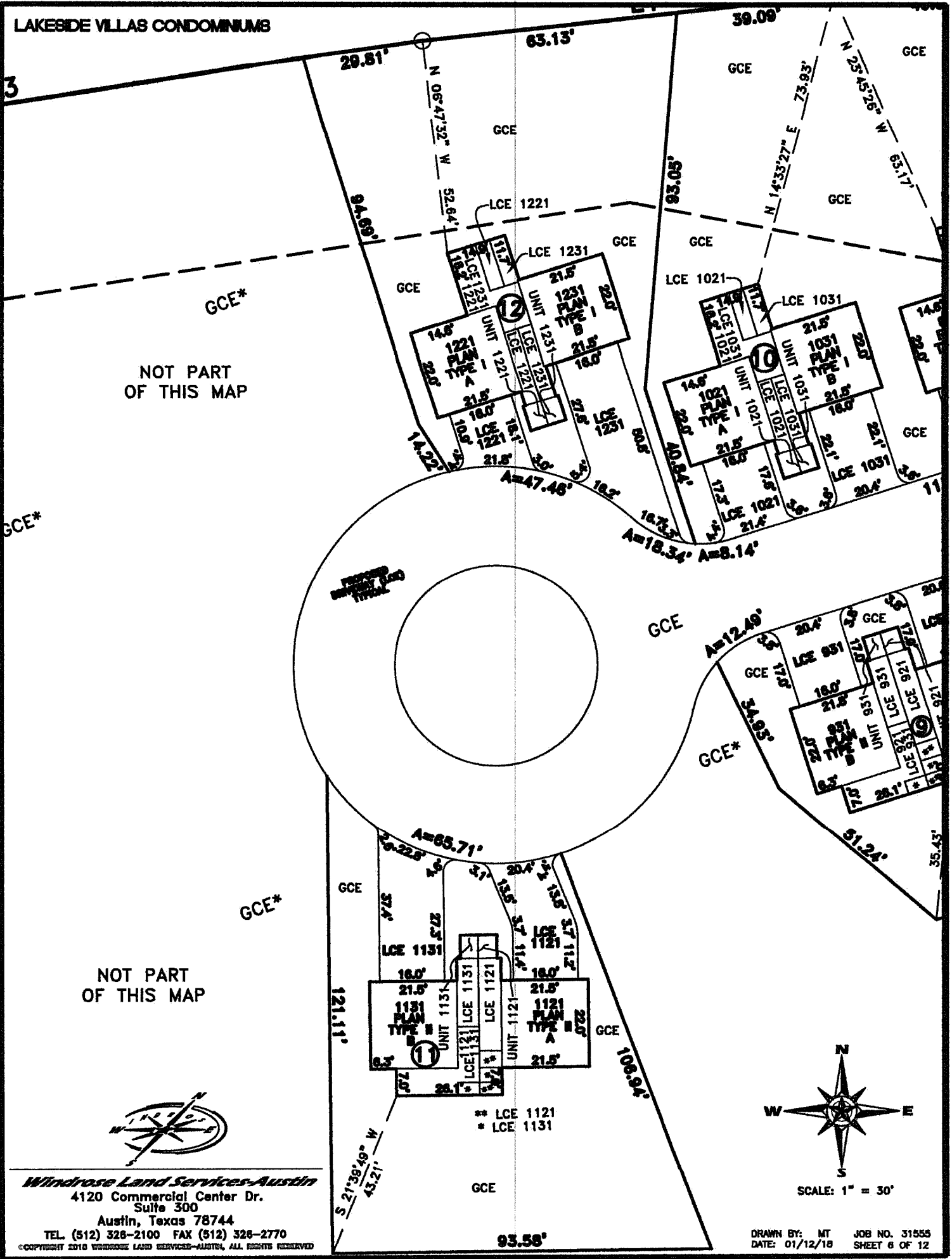
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LAKESIDE VILLAS CONDOMINIUMS

3

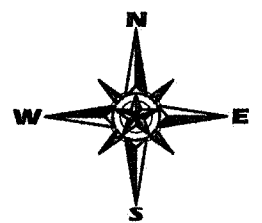


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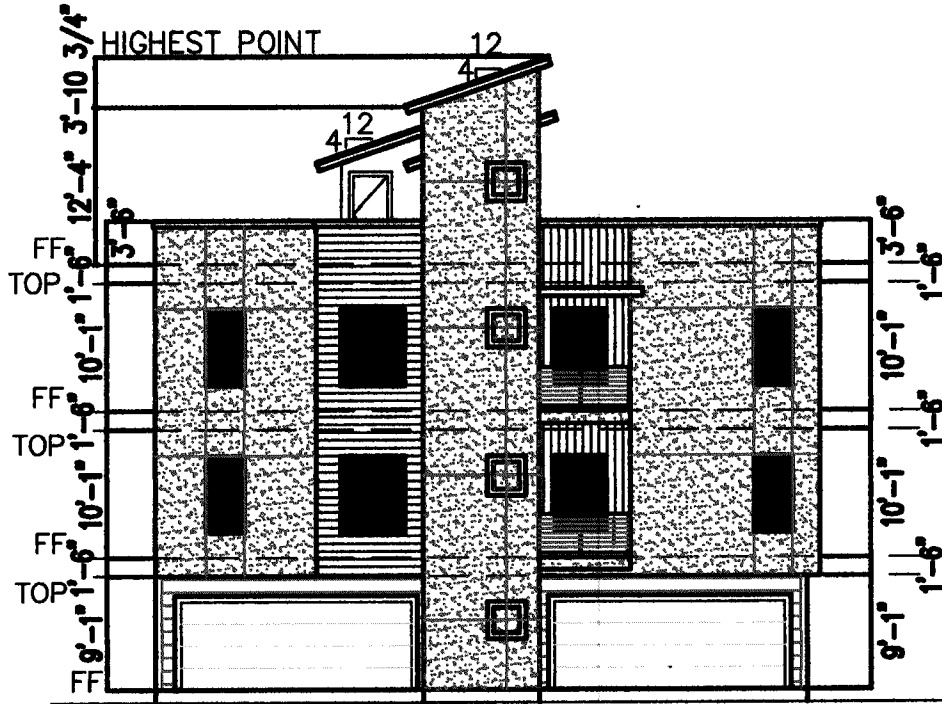
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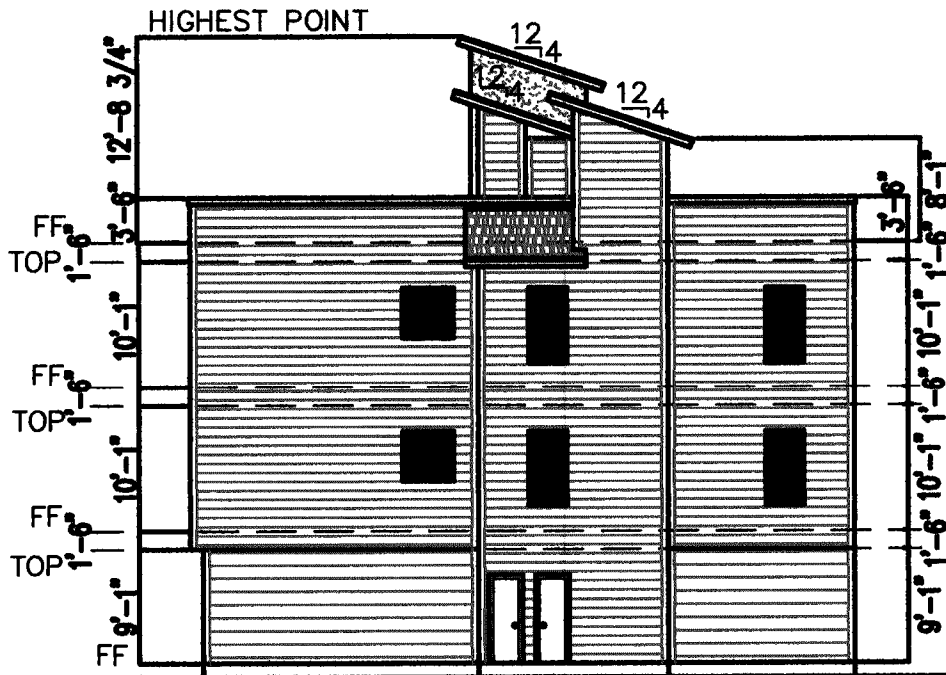
SCALE: 1" = 30'

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TYPE I ELEVATIONS



FRONT ELEVATION



REAR ELEVATION



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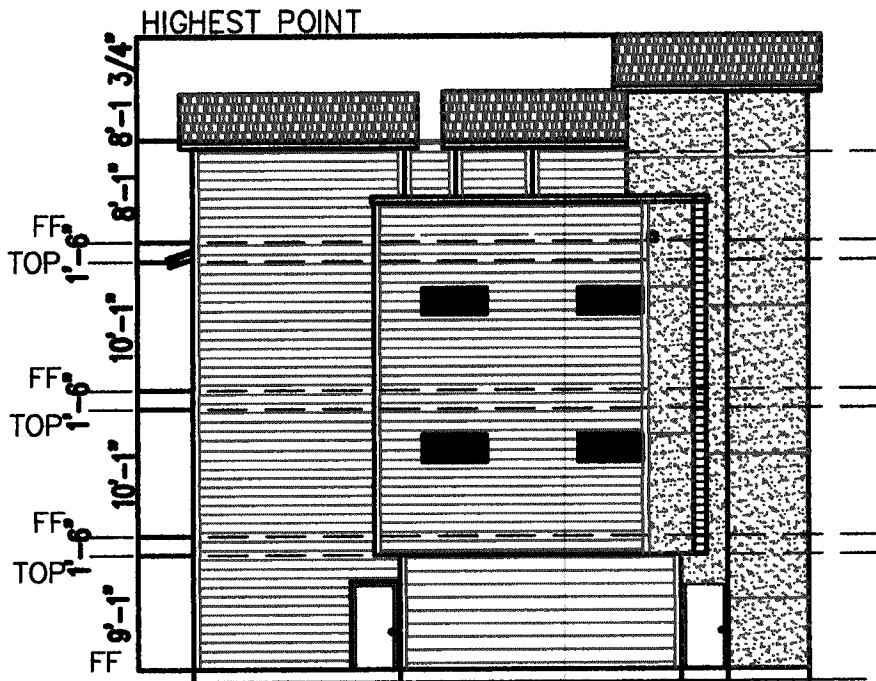
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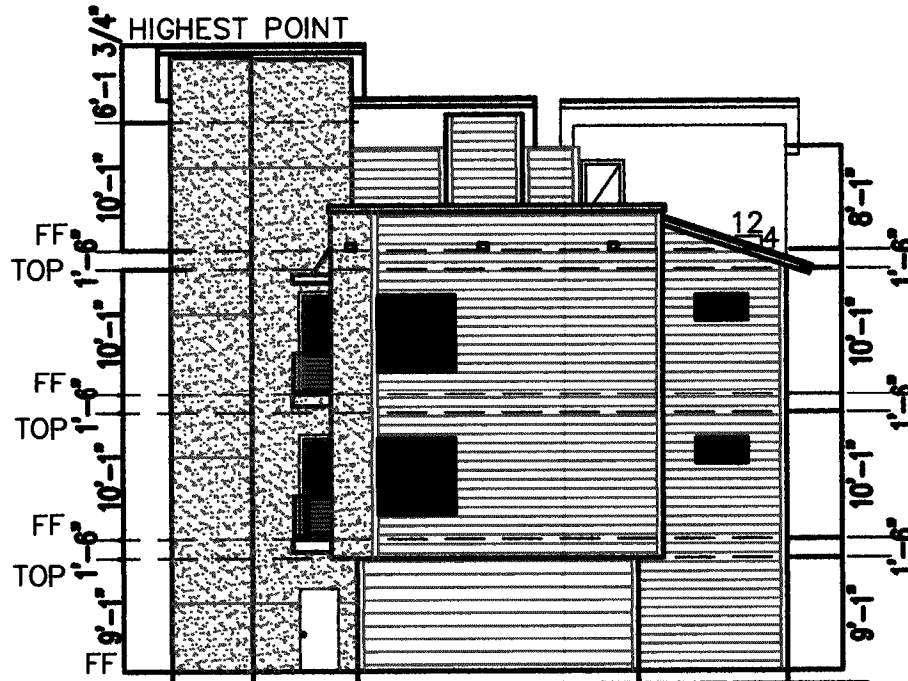
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SHEET 7 OF 12

TYPE I ELEVATIONS



LEFT ELEVATION



RIGHT ELEVATION



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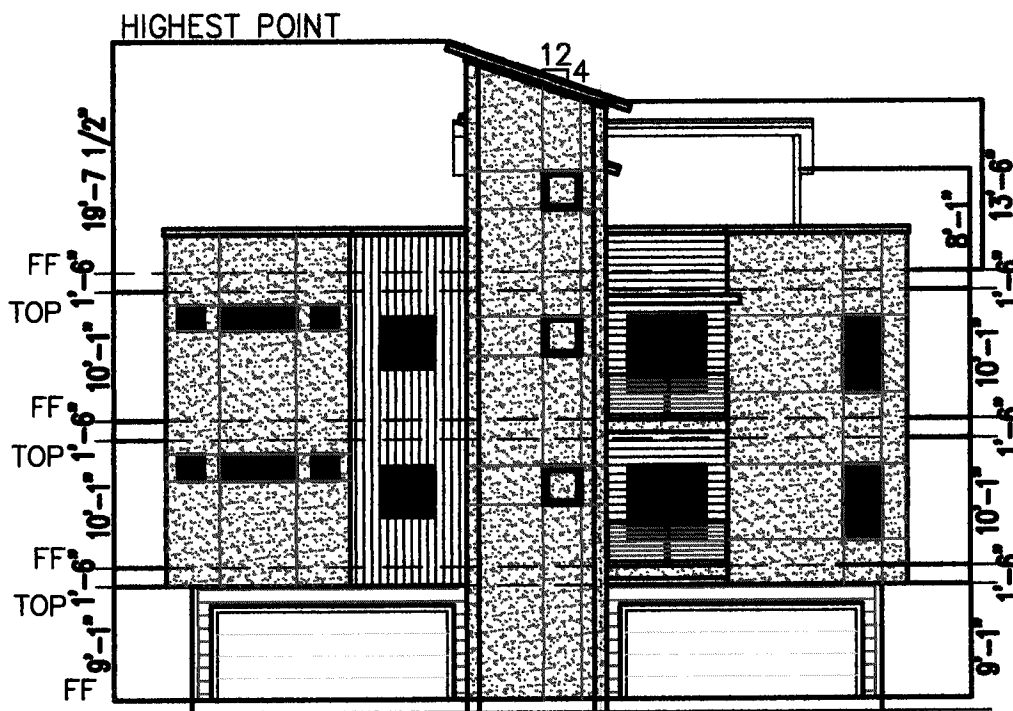
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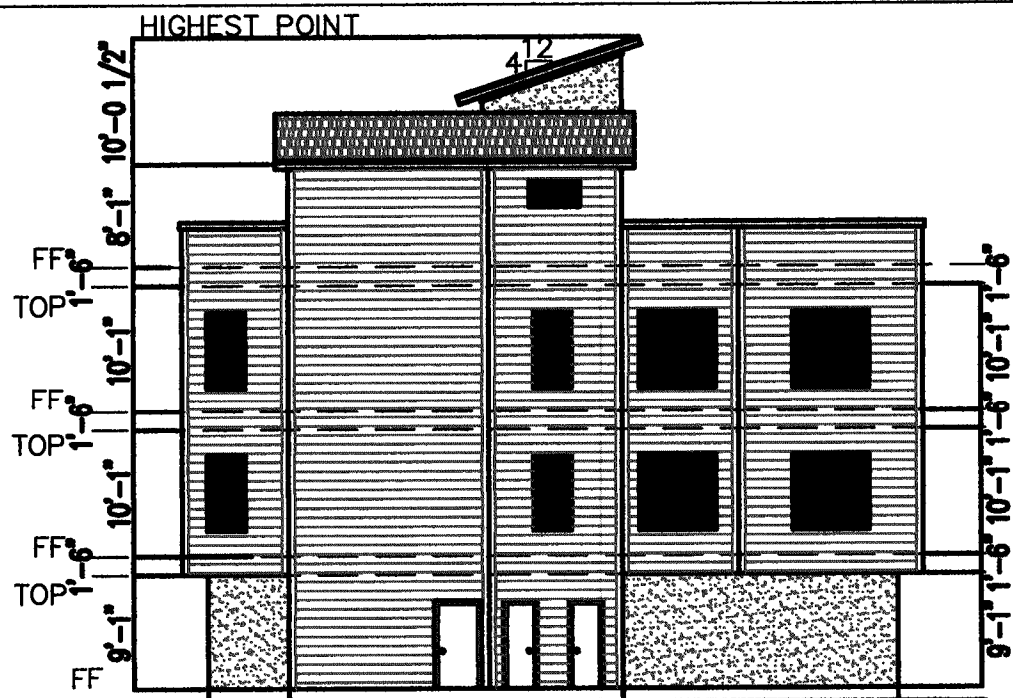
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SHEET 8 OF 12

TYPE II ELEVATIONS



FRONT ELEVATION



REAR ELEVATION



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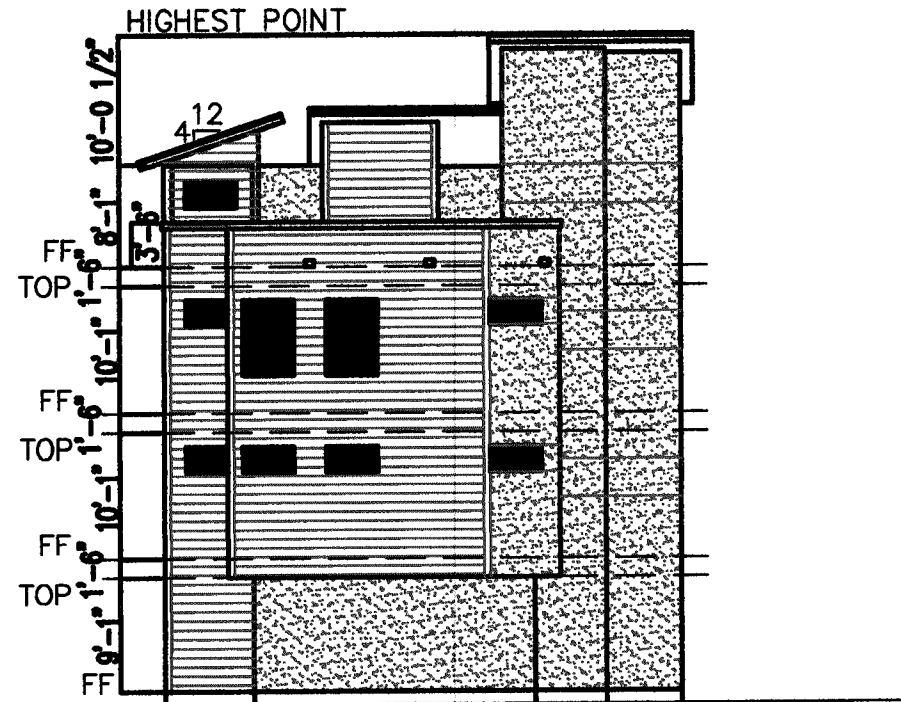
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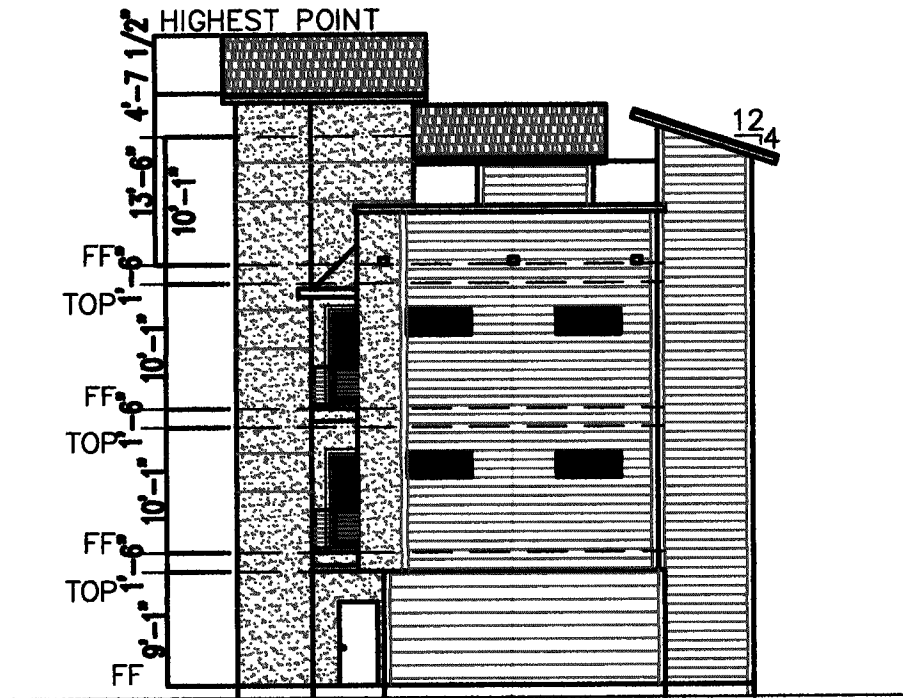
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TYPE II ELEVATIONS



LEFT ELEVATION



RIGHT ELEVATION



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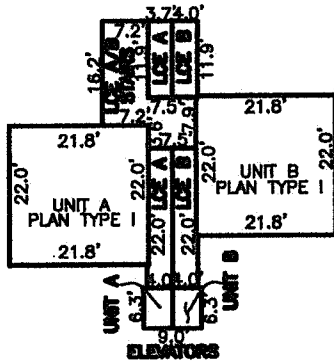
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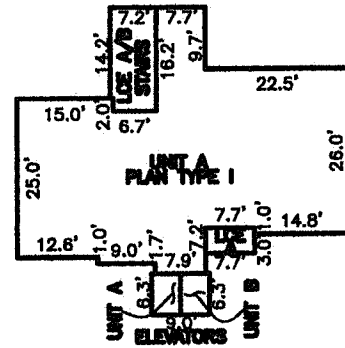
PLAN TYPE I



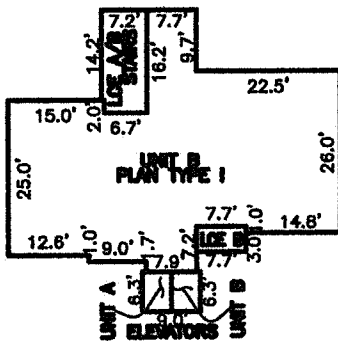
GROUND FLOOR

LEGEND

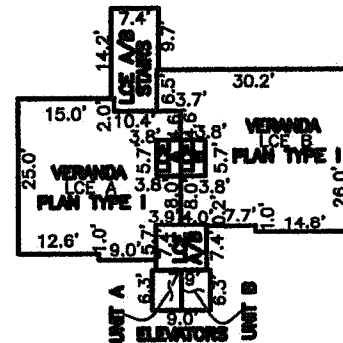
- LCE - LIMITED COMMON ELEMENT
- GCE - GENERAL COMMON ELEMENT
- GCE* - GENERAL COMMON ELEMENT SUBJECT TO DEVELOPMENTAL RIGHTS
- A - REPRESENTS UNIT *21
- B - REPRESENTS UNIT *31



SECOND FLOOR



THIRD FLOOR



TOP FLOOR



LAKEBIDE VILLAS CONDOMINIUMS

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EXHIBIT B

COMMON INTEREST ALLOCATION

Any obligations or rights, including assessment charges or credits calculated or determined based on the Common Interest Allocation which are not allocable to a particular Unit due to a rounding error, will be equally apportioned among all Units within the Regime.

THE COMMON INTEREST ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL CHANGE IF THERE IS AN INCREASE OR DECREASE IN THE NUMBER OF UNITS SUBJECT TO THIS DECLARATION.

Unit Number	Common Interest Allocation
321	5.075%
331	5.065%
421	4.930%
431	4.930%
521	5.075%
531	5.065%
621	4.930%
631	4.930%
721	5.075%
731	5.065%
821	4.930%
831	4.930%
921	5.075%
931	5.065%

Unit Number	Common Interest Allocation
1021	4.930%
1031	4.930%
1121	5.075%
1131	5.065%
1221	4.930%
1231	4.930%

LAKESIDE VILLAS CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

ATTACHMENT 2
MASTER DECLARATION, AS AMENDED

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

**DECLARATION OF CONDOMINIUM REGIME
FOR
LAKESIDE MASTER CONDOMINIUMS
(A Master Condominium Regime Located in Travis County, Texas)**

Note: This instrument establishes master condominium units. Master condominium units are subject to further re-subdivision into sub-units by subjecting the master condominium unit(s) to the terms and provisions of a subordinate condominium declaration. An owner who acquires a sub-unit will be subject to the terms and conditions of this instrument and the terms and conditions of the declaration establishing such owner's sub-unit.

Declarant: MANSFIELD INVESTORS LLC, a Texas limited liability company

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**DECLARATION OF CONDOMINIUM REGIME FOR
LAKESIDE MASTER CONDOMINIUMS**

MANSFIELD INVESTORS LLC, a Texas limited liability company ("**Declarant**"), is the owner of that certain tract of land in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein, together with all Improvements thereon and all easements, rights, and appurtenances thereto (collectively, the "**Property**"). The Property is hereby submitted to the terms and provisions of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating Lakeside Master Condominiums.

NOW, THEREFORE, it is hereby declared that the Property will be held, sold, conveyed, leased, occupied, used, insured, and encumbered in accordance with, and subject to, this Declaration, which will run with the Property and be binding upon all parties having any right, title, or interest in or to such property, their heirs, successors, and assigns and will inure to the benefit of each owner thereof.

**ARTICLE 1
DEFINITIONS**

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

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

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

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

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

1.5 **"Association"** means Lakeside Master Condominium Community, Inc., a Texas non-profit corporation, the Members of which will be the Owners. The term "Association" will have the same meaning as the term "property owners association" in Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from the Documents and the Act.

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

1.7 **"Building"** means any structure contained within a Master Unit.

1.8 **"Bylaws"** mean the Bylaws of the Association, as they may be amended from time to time in accordance with the Bylaws and Applicable Law.

1.9 **"Certificate"** means the Certificate of Formation of the Association filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time in accordance with the Certificate and Applicable Law.

1.10 **"Common Element"** means all portions of the Property, **SAVE AND EXCEPT** the Master Units. All Common Elements are **"General Common Elements"** unless such Common Elements have been designated as **"Limited Common Elements"** by this Declaration for the exclusive use of one or more but less than all of the Master Units.

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

1.12 **"Community Manual"** means the community manual, if any, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the Regime. The Community Manual may include the Bylaws and Rules and policies governing the Association.

1.13 **"Declarant"** means MANSFIELD INVESTORS LLC, a Texas limited liability company. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any Person and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other Person in any of its privileges, exemptions, rights and duties hereunder.

1.14 **"Declarant Control Period"** means that period of time during which Declarant controls the operation and management of the Association. The duration of Declarant Control Period is from the date this Declaration is recorded for a maximum period not to exceed one-

hundred twenty (120) days after title to seventy-five percent (75%) of the Units that may be created hereunder have been conveyed to Owners other than Declarant.

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

1.16 **"Deficiency Assessments"** means charges established and assessed by the Association pursuant to *Section 6.8* of this Declaration.

1.17 **"Development Period"** means the period, during which time Declarant has reserved certain rights as more particularly described in this Declaration, beginning when Declaration is Recorded and ending seventy-five (75) years after the date on which this Declaration was recorded. Declarant may terminate the Development Period by executing and Recording of a notice of termination.

1.18 **"Development Rights"** means the following rights, exercisable during the Development Period, which have been retained by the Declarant with respect to the Property: (i) to add real property to the Regime; (ii) to complete all Improvements indicated on the Plat and Plans; (iii) to create General Common Elements or Limited Common Elements within the Regime and, subject to *Section 3.3.3*, to create Units in the Regime; (iv) to create additional Master Units within the Regime by the subdivision of existing Master Units in accordance with *Section 3.3.3*; (v) to subdivide a Master Unit into Sub-Units in accordance with *Article 3*, provided that Declarant is the Owner of the Master Unit; (vi) to convert a Master Unit into Common Elements, provided that Declarant is the Owner of the Master Unit; (vii) to use easements through the Common Elements for the purpose of making the Improvements; and (viii) to withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," provided that no Unit in the portion to be withdrawn has been conveyed to an Owner other than Declarant, all as more particularly described in this Declaration.

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

1.20 **"General Common Elements"** mean Common Elements which are not Limited Common Elements.

1.21 **"Governmental Impositions"** means all real estate and personal property taxes, assessments, standby fees, excises and levies, and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time prior to or after the execution of this Declaration, may be assessed, levied or imposed upon the Regime or any Master Unit therein by any governmental authority.

1.22 **"Improvement"** means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, any buildings, driveways, and parking areas.

1.23 **"Individual Assessments"** means charges established and assessed by the Association pursuant to *Section 6.7* of this Declaration.

1.24 **"Limited Common Elements"**, if any, mean those portions of the Common Elements reserved in for the exclusive use of one or more Owners to the exclusion of other Owners. Limited Common Elements are allocated pursuant to this Declaration or shown on the Plat and Plans.

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

1.26 **"Master Unit"** means the physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Attachment 1, as further described in *Section 5.2* of this Declaration, including any Improvements within such boundaries and any Improvements outside such boundaries, to the extent that the Improvements outside such boundaries are expressly made a part of the Master Unit pursuant to *Section 5.3* of this Declaration. The Regime presently includes two (2) Master Units established pursuant to *Section 5.1* of this Declaration, being referred to herein as the Development Master Unit 1 and the Residential Master Unit 1.

1.27 **"Member"** means an Owner as a member of the Association, unless the context indicates that member means a member of the Board or a member of a committee of the Association. If a Master Unit is submitted to a Sub-Declaration, then the term "Member" will, for the Master Unit encumbered by the Sub-Declaration only, refer to the Sub-Association formed to operate the Sub-Condominium established by the Sub-Declaration acting through the Board of Directors of such Sub-Association. Nothing herein will be construed to create any obligation to submit a Master Unit to a Sub-Declaration. The term "Member" as used in this Declaration will under no circumstances refer the Owner of a Sub-Unit created out of a Master Unit encumbered by a Sub-Declaration.

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

1.29 **"Owner"** means a holder of Recorded fee simple title to a Master Unit. On the date this Declaration is Recorded, Declarant is the initial Owner of all Master Units. Registered Mortgagees or other lienholders who acquire title to a Master Unit through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association. If a Master Unit is submitted to a Sub-Declaration, then only for

purposes of voting and representation in the Association, the term "Owner" will for that Master Unit, or any Sub-Unit created therefrom, refer to the Sub-Association formed to operate the Sub-Condominium, with the board of directors of such Sub-Association being entitled to exercise all voting rights attributable to the Master Unit submitted to the Sub-Declaration.

1.30 "Permittee" means any Occupant and any officer, agent, employee, licensee, lessee, customer, vendor, supplier, guest, invitee or contractor of the Association, an Owner, or Declarant.

1.31 "Person" means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other legal entity, including any governmental authority and any party acting in such capacity on behalf of any of the foregoing.

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

1.33 "Priority Lien Indebtedness" means any bona fide indebtedness, which is the result of an arm's-length negotiation, that is secured by a first lien or encumbrance upon the Property and/or a Master Unit.

1.34 "Prohibited Uses" means those certain uses of a Master Unit which are prohibited by this Declaration, as set forth on Attachment 4 attached hereto and incorporated herein for all purposes.

1.35 "Property" means the real property situated in Travis County, Texas, and described on Exhibit "A" attached hereto and incorporated herein for all purposes, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and includes every Master Unit, Sub-Unit and Common Element thereon or therein.

1.36 "Recorded", "Record", "Recordation" or "Recording" means recorded or to be recorded, respectively, in the Official Public Records of Travis County, Texas.

1.37 "Regime" means the Property, Master Units, Sub-Units, General Common Elements, and Limited Common Elements that comprise the condominium regime established by this Declaration.

1.38 "Registered Mortgagee" means any Person that is the holder, insurer or guarantor of any Priority Lien Indebtedness upon a Master Unit and which has provided the Association with written notice of its name, address and a description of the Master Unit encumbered thereby and a certification that such indebtedness constitutes "Priority Lien Indebtedness" in accordance with this Declaration.

1.39 **"Regular Assessments"** means charges established and assessed by the Association pursuant to *Section 6.4* of this Declaration.

1.40 **"Rules"** means rules and regulations of the Association adopted in accordance with the Documents or the Act. The Board may, from time to time, modify, supplement, or amend the Rules.

1.41 **"Special Assessments"** means charges established and assessed by the Association pursuant to *Section 6.5* of this Declaration.

1.42 **"Sub-Association"** means a condominium association created and authorized to act on behalf of individual owners of a Sub-Condominium. The term "Sub-Association" will have the same meaning as the term "property owners association" in Section 202.001(2) of the Texas Property Code. The failure of the Sub-Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Sub-Association, which derives its authority from the applicable Sub-Declaration, the Sub-Association's certification of formation and bylaws, and the Act.

1.43 **"Sub-Condominium"** means a separate condominium created by the submission of one or more Master Units to the terms and provisions of a Sub-Declaration.

1.44 **"Sub-Declarant"** means the named "Declarant" in a Sub-Declaration.

1.45 **"Sub-Declaration"** means an independent Recorded declaration of condominium regime which establishes a Sub-Condominium from one or more Master Units. Notwithstanding the foregoing, subjecting a Master Unit to a Sub-Declaration will not constitute a subdivision of the Property for zoning or regulatory purposes.

1.46 **"Sub-Unit"** means a condominium unit created out of a portion of a Master Unit pursuant to the terms and provisions of a Sub-Declaration. A Sub-Unit may, but need not, be created out of a Master Unit when submitted to a Sub-Declaration, *i.e.*, a Master Unit may be submitted to a Sub-Declaration without any further subdivision thereunder.

1.47 **"Sub-Unit Owner"** means a holder of Recorded fee simple title to a Sub-Unit. Mortgagees or other lienholders who acquire title to a Sub-Unit through a deed in lieu of foreclosure or through foreclosure are Sub-Unit Owners. Persons having ownership interests merely as security for the performance of an obligation are not Sub-Unit Owners. Every Sub-Unit Owner is a member of the Sub-Association created under the Sub-Declaration establishing such Sub-Unit.

1.48 **"Underwriting Lender"** means a national institutional mortgage lender, insurer, underwriter, guarantor, or purchaser on the secondary market, such as Federal Home Loan Mortgage Corporation (Freddie Mac), Federal National Mortgage Association (Fannie Mae), or Government National Mortgage Association (Ginnie Mae), singly or collectively. The use of

this term and these institutions may not be construed as a limitation on an Owner's financing options or as a representation that the Property is approved by any institution.

ARTICLE 2
PROPERTY SUBJECT TO DOCUMENTS

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

2.2. **Additional Property.** Additional real property may be made subject to this Declaration upon the approval of Owners representing two-thirds (2/3) of the total votes in the Association. Annexation of additional property is accomplished by Recording a declaration of annexation which includes a description of the additional real property and such other information as may be required by the Act.

2.3. **Recorded Easements and Licenses.** In addition to the terms, covenants, conditions, restrictions, liens, and easements contained in this Declaration, the Property is subject to all Recorded easements, licenses, leases, and encumbrances, including those described on Attachment 2, and any shown or referenced on a Recorded plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Master Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by Recorded easements, licenses, leases, and encumbrances.

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

2.5. **Site Development Permit Modifications.** The Declarant, the Association, and each Owner of a Master Unit agree to reasonably cooperate in any amendment to, or extension of, a site development permit for the Property (a "**Site Development Permit**") proposed by the Declarant or any Owner, provided that the Declarant or Owner proposing such extension or amendment shall be required to pay all expenses incurred in connection therewith and no such

extension or amendment shall impose any material obligation or liability of any kind or character on any other Owner. Without limitation on the generality of the foregoing, each Owner agrees to execute and deliver any and all applications and other documents which may be necessary to amend or extend a Site Development Permit. Notwithstanding the foregoing, no Owner will be required to consent to or join in the application for any proposed amendment to a Site Development Permit which would materially and adversely affect the design, construction, operation, or use of any Improvements constructed or to be constructed within such Owner's Master Unit, unless such proposed amendment to a Site Development Permit is prosecuted by Declarant.

2.6. **Approval of Regulatory Submission Items.** Each Owner is further advised that prior to submitting any application, zoning change, variance or special use permit, plat, drainage plans, building or site plan, expressly including any amendments to the preliminary plan and any development plan required to be submitted by an Owner pursuant to any zoning ordinance applicable to the Property (the "**Regulatory Submission Items**"), to a regulatory authority for approval or issuance of a permit, as applicable, the Owner must first obtain approval from the Architectural Reviewer of the Regulatory Submission Items (the "**Preliminary Regulatory Approval**"). Any Preliminary Regulatory Approval granted by the Architectural Reviewer is conditional and no Improvements may be constructed in accordance with the Regulatory Submission Items until the Owner has submitted to the Architectural Reviewer a copy of the Regulatory Submission Items approved by the regulatory authority and the Architectural Reviewer has issued to the Owner a "Notice to Proceed". In the event of a conflict between the Regulatory Submission Items approved by the Architectural Reviewer and the Regulatory Submission Items approved by the regulatory authority, the Owner will be required to resubmit the Regulatory Submission Items to the Architectural Reviewer for approval. Each Owner acknowledges that no regulatory authority has the authority to modify the terms and provisions of the Documents applicable to all or any portion of the Property.

2.7. **Compliance with Regulatory Items.** Each Owner is required to comply with any site development permit and site plan applicable to the Property. Each Owner shall ensure that the Improvements constructed on such Owner's Master Unit are consistent and conform with the site plan applicable to the Property.

2.8. **Waiver of Claims.** Each Owner, by accepting an interest in or title to a Master Unit, whether or not it is so expressed in the instrument of conveyance, shall be deemed to have, and does hereby, fully and unconditionally, waives and agrees not to pursue, any and all claims, demands, actions, or causes of action, whether known or unknown, accrued or unaccrued, at law or in equity, for enforcement of any restrictive covenants which do or purport to prohibit or restrict the use of the Property in any manner which would otherwise be permitted under currently applicable zoning and the Documents.

ARTICLE 3
SUBDIVISION OF MASTER UNITS; CREATION AND
ADMINISTRATION OF SUB-CONDOMINIUMS

3.1. **Inseparability of Master Units; No Partition.** Except for: (i) the creation of one or more Sub-Units as permitted pursuant to this Declaration; (ii) the granting of easements over and across portions of the Property in accordance with the terms and provisions of the Documents or any other instrument executed by the Owner of the Master Unit to which such easement pertains; (iii) the leasing of all or any portion of a Master Unit in accordance with the terms and provisions of this Declaration; and (iv) actions otherwise permitted pursuant to this Declaration or Applicable Law, including without limitation subdivisions by Declarant of a Master Unit under *Section 3.3.3*, each Master Unit will be inseparable, and will be acquired, owned, conveyed, transferred and encumbered only as an entirety. Unless otherwise permitted by this *Section 3.1*, in no event will a Master Unit be subject to physical partition, and no Owner will bring or be entitled to maintain an action for the partition or division of a Master Unit or Common Elements. Any purported conveyance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Master Unit to which such Common Elements are allocated is void *ab initio*, with the exception of the conveyance of any Sub-Unit in a Sub-Condominium, in accordance with the terms and provisions of the Sub-Declaration establishing the Sub-Condominium, if and when same is created.

3.2. **Sub-Condominiums.** During the Development Period, only Declarant or any express assignee of Declarant's rights under this *Section 3.2*, provided that such assignment is executed by the Declarant and Declarant's assignee and Recorded, will have the option and ability, to create a Sub-Condominium that includes all of the Master Unit, and any Limited Common Elements assigned exclusively thereto, by subjecting the Master Unit and such Limited Common Element to a Sub-Declaration; provided, however, that the prior written consent of the Owner of such Master Unit(s) is required if the Master Unit to be submitted to the Sub-Condominium is not then owned by the Declarant. The creation of any Sub-Condominium will not modify any obligations, limitations, rights, benefits or burdens established in this Declaration, except as set forth in *Section 3.3* below.

3.3. **Obligations under Sub-Declaration.**

3.3.1. **Units.** Upon subjecting a Master Unit to a Sub-Declaration and the creation of Sub-Units and Common Elements thereunder, any and all obligations (including the obligation to pay Assessments), liabilities, limitations, and rights, benefits or burdens established in this Declaration and that are attributable to ownership of the Master Unit described in the Sub-Declaration will automatically be apportioned among the Sub-Units and/or the Sub-Association established by the Sub-Declaration. The rights and obligations allocated among Sub-Units and/or the Sub-Association will be determined based on the applicable Sub-Declaration, but in any event all rights and obligations allocated to the Master Unit will be apportioned to each Sub-Unit and/or the

Sub-Association (as applicable) created by the Sub-Declaration. Rights or obligations allocated to Sub-Units will be based on a formula or formulas set forth in the Sub-Declaration which created such Sub-Units. Upon subjecting a Master Unit to a Sub-Declaration, the percentage of liability for Common Expenses or any other allocated expenses hereunder which had previously been allocated to the Master Unit described in the Sub-Declaration shall be apportioned among the Sub-Units created by the Sub-Declaration in proportion to the applicable allocation in the Sub-Declaration associated therewith. Notwithstanding the foregoing, as set forth more fully in *Section 1.29* above, if one or more Master Units is submitted to a Sub-Declaration, then only for purposes of voting and representation in the Association, the term "Owner" shall for that Master Unit only thereafter refer to the Sub-Association established by such Sub-Declaration, with the board of directors of such Sub-Association being entitled to exercise all voting rights attributable to the Master Unit submitted to the Sub-Declaration.

Unless otherwise directed in writing by the Association, each Sub-Association will collect Assessments levied pursuant to this Declaration from the Sub-Units under that Sub-Association's jurisdiction. If a Sub-Association fails to timely collect any portion of the Assessments due from the owner of a Sub-Unit, then the Association may collect such Assessment allocated to the Sub-Unit and enforce its lien against such Sub-Unit without the joinder of the Sub-Association.

3.3.2. Master Unit Owner Obligations. If a Master Unit is subdivided into Sub-Units pursuant to a Sub-Declaration, the Owner of such Master Unit will be relieved and released of all rights and obligations assigned to such Master Unit pursuant to this Declaration to the extent, but only to the extent, such rights and obligations are allocated to the Sub-Units established by the Sub-Declaration. When establishing Sub-Units under a Sub-Declaration, the Sub-Declaration must include the following provision:

"Upon subjecting this Master Unit to the terms and provisions of this [Sub-Declaration] and the acceptance of a deed to _____ [a Sub Unit], any and all obligations (including the obligations to pay Assessments as provided in the Declaration), liabilities, limitations, rights, waivers, benefits or burdens that are vested or that may in the future become vested in or upon the Owner of the Master Unit in relation to the [Sub-Units] created by this [Sub-Declaration], are hereby assigned and allocated to each [Sub-Unit].

In accordance with *Section 3.3* of the Declaration, the liability of the Master Unit described in this [Sub-Declaration] for common expenses established pursuant to the Declaration is apportioned among each [Sub-Unit] created hereby in accordance with the allocation methodology set forth herein. EACH OWNER OF A [SUB-UNIT] AGREES TO INDEMNIFY AND HOLD HARMLESS THE [SUB-UNIT DECLARANT]

FROM SUCH OWNER'S SHARE OF ANY AND ALL LIABILITIES, COSTS, EXPENSES (COMMON OR OTHERWISE), CHARGES AND ASSESSMENTS ALLOCATED TO SUCH OWNER'S [SUB-UNIT]."

This provision does not act to assign any rights retained by the Declarant under the Declaration. Any assignment of Declarant's rights under the Declaration must be by separate instrument, executed by the Declarant and Declarant's assignee, and Recorded."

3.3.3. **Subdivision of Units.** Declarant hereby reserves the Development Rights. Declarant hereby reserves the right (but not the obligation), by Recording an amendment to this Declaration, to supplement or modify any Master Unit by adding additional facilities or deleting facilities, to designate additional portions of the Regime as part of any Master Unit, to subdivide a Master Unit into additional Master Units, to combine Units or to designate all or a portion of any Master Unit as Limited Common Elements or General Common Elements; provided, however, Declarant may not modify any Master Unit, unless Declarant is the Owner of such Master Unit. Any Master Units which are combined shall be treated for all such purposes as separate Master Units. If a Master Unit is subdivided into additional Master Units, the Common Interest Allocation and votes appurtenant to each resulting Master Unit will be determined in accordance with *Section 5.8* and *Section 5.10* of this Declaration, as applicable.

3.4. **Substantial Compliance with the Act.** Each Owner, on behalf of itself and its successors and assigns in title, acknowledges and agrees that the Documents Recorded pursuant to the Act comply with the requirements of the Act and covenants and agrees not to file any type of lawsuit, arbitration or other legal proceeding challenging the Documents on the grounds that they do not strictly comply with the requirements of the Act.

ARTICLE 4 EASEMENTS

4.1. **Common Element Easement.** Subject to the provisions of the Documents, each Owner is granted a perpetual and non-exclusive easement of access, ingress, egress, use and enjoyment of, in and to the General Common Elements, such easements being appurtenant to each Master Unit. Such easements also include the right to install below grade plumbing, sewerage, electrical and other utility lines, pipes, drains and conduits, provided such use does not materially interfere with the use of a Master Unit or for which such General Common Elements were intended.

4.2. **Association's Access Easement.** Each Owner, by accepting an interest in or title to a Master Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property to the extent necessary and required to perform any and all functions or duties of the Association

as permitted or required by the Documents or by Applicable Law; provided nothing in this Section 4.2 shall affect an Owner's right to construct or modify any Improvements on its Master Unit or the Limited Common Elements appurtenant thereto, as determined by such Owner in the exercise of its sole discretion, and any access and entry by the Association shall not unreasonably interfere with the construction, use or operation of any Improvements constructed within a Master Unit or the Limited Common Elements appurtenant thereto.

4.3. **Utility Easement.** Declarant, during the Development Period, and the Association thereafter, may grant permits, licenses, and easements over the Property including the General Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Regime. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else reasonably necessary to properly maintain and furnish utility service to the Property. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, cable television, internet, and security. Notwithstanding the foregoing, the easements provided for in this Section shall not, in any event, interfere with the development, construction, use, operation, or sale of any Master Unit or the Limited Common Elements appurtenant thereto without the prior written consent of the Owner of such Master Unit.

ARTICLE 5

MASTER UNITS; COMMON ELEMENTS AND ALLOCATIONS

5.1. **Initial Submitted Master Units; Maximum Number of Master Units.** The Regime initially consists of two (2) Master Units, being referred to herein as the Development Master Unit 1 and the Residential Master Unit 1. The maximum number of Master Units which may be created in the Regime is ten (10). Each Master Unit, together with such Master Unit's undivided interests in the Common Elements is for all purposes a separate parcel of and estate in real property. The separate parcels of and estates in real property designated hereby shall be created on the date this Declaration is Recorded, and shall continue until this Declaration is revoked or terminated in the manner provided in this Declaration.

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

(i) **Lower Boundary of Master Unit:** The horizontal plane corresponding to the finished grade of the surface of the land within the Master Unit, as described and defined on Attachment 1, except as expressly provided in Section 5.3 of this Declaration.

(ii) **Upper Boundary of Master Unit:** The horizontal plane parallel to and two-hundred fifty feet (250') above the lower boundary of the Master Unit.

(iii) **Lateral Boundaries of Master Unit:** A plane located on each side of a Master Unit perpendicular to the lower and upper horizontal planes, from the lower boundary of the Master Unit to the upper boundary of the Master Unit, as described and defined on Attachment 1.

Ownership of a Master Unit includes the entire space enclosed by the Master Unit boundaries and all Improvements located within the Master Unit.

5.3. **What a Master Unit Includes.** Each Master Unit includes the spaces and Improvements now or hereafter constructed within the lower, upper, and lateral boundaries defined in *Section 5.2* above, including without limitation the roofs and foundations of any such Improvements, landscaping, driveways, parking areas, sidewalks, fences, yards, utility lines and meters (to the extent such lines and meters exclusively serve such Master Unit) and all other Improvements located within the Master Unit. In addition to the Improvements within the Master Unit, each Master Unit also includes the following improvements, fixtures, and equipment serving each such Master Unit exclusively: (i) those which are located below the finished grade of the land comprising the lower boundary of the Master Unit, whether or not attached to or contiguous with an Improvement, including but not limited to below grade foundation, piers, retaining walls, structural supports, utility and drainage facilities, and subterranean components of plant material, and (ii) any utility facilities and meters located outside the lower, upper, and lateral boundaries of a Master Unit as defined in *Section 5.2* above.

Not a Typical Condominium Unit
A MASTER UNIT DOES NOT INCLUDE LAND. THE CONVEYANCE OF A MASTER UNIT IS NOT A METES AND BOUNDS CONVEYANCE OF LAND. THE CREATION OF A MASTER UNIT DOES NOT CONSTITUTE A SUBDIVISION OF LAND. EACH MASTER UNIT CONSISTS OF THE SURFACE OF A DESIGNATED PIECE OF LAND, AND EVERYTHING ABOVE THE SURFACE FOR 250 FEET, AND ANYTHING BELOW THE SURFACE THAT SERVES OR SUPPORTS THE ABOVE-SURFACE IMPROVEMENTS.

5.4. **Building Size.** The space contained within the vertical and horizontal boundaries of the Master Unit is not related to the size of any Building or Improvements contained therein.

5.5. **Additional Information to Interpret Master Unit Boundaries.** In the event that there is a conflict between the boundaries of a Master Unit as described in this *Article 5* and as shown on the Plat and Plans, this *Article 5* shall control. It is the express intent of the Declarant that the property described as being part of a Master Unit will for all purposes herein be treated as and constitute a lawfully described "Unit" as that term is defined in the Act. In the event that there is a final judicial determination by a court of competent jurisdiction that the boundaries of a Master Unit or any portion thereof are so indefinite and vague so as to not create a legally constituted "Unit" within the meaning of the Act, then that portion of the

Master Unit that has not been adequately described will be severed from the property deemed a part of the Master Unit (if the remainder of the Master Unit, excluding the severed portion thereof, constitutes a properly described "Unit" under the Act) and shall thereafter be deemed to be Limited Common Elements reserved to the exclusive use of said Master Unit, subject to the rights and obligations of other Owners with respect to said property.

5.6. **Initial Allocation of Limited Common Elements.** Portions of the General Common Elements may be allocated as Limited Common Elements on the Plat and Plans, attached hereto as Attachment 1, by use of "LCE" and the identifying number of the Master Unit to which the Limited Common Element is appurtenant, or by use of a comparable method of designation. A General Common Element may be allocated as a Limited Common Element only in accordance with the Act and the provisions of this Declaration. During the Development Period, Declarant hereby reserves the right to create and further assign Limited Common Elements (provided that no further assignment of Limited Common Elements may be made to a Master Unit not owned by the Declarant without the consent of the Owner of such Master Unit).

5.7. **Reallocation of Limited Common Elements.** Except as otherwise provided in *Section 5.6*, a Limited Common Element may only be reallocated by an amendment to this Declaration. An amendment reallocating Limited Common Elements must be executed by the Owners between or among whose Master Units the reallocation is made. An amendment executed by Owners will be delivered to the Association which will Record the amendment at the expense of the reallocating Owners. The Owners executing the amendment will prepare the amendment at their sole cost and expense and will reimburse the Association for its reasonable attorneys' fees in connection with review and Recording of the amendment.

5.8. **Common Interest Allocation.** The percentage of interest in the Common Elements (the "**Common Interest Allocation**") allocated to each Master Unit is set forth on Attachment 3 to this Declaration. The Common Interest Allocation assigned to the Master Units is calculated as follows:

gross surface area for each Master Unit/total gross surface area for all Master Units

The same formula will be used in the event the Common Interest Allocation is reallocated as a result of any increase or decrease in the number of Master Units subject to this Declaration. In the event an amendment to this Declaration is Recorded which reallocates the Common Interest Allocation as a result of any increase or decrease in the number of Master Units, the reallocation will be effective on the date such amendment is Recorded. As provided in *Section 3.3* above, the Common Interest Allocation assigned to a Master Unit will be re-allocated to Sub-Units in the event a Master Unit is subjected to a Sub-Declaration.

5.9. **Common Expense Liability.** The percentage of liability for Common Expenses (the "**Common Expense Liability**") assigned to each Master Unit and levied pursuant to

Article 6 is equal to the Common Interest Allocation assigned to each Master Unit in accordance with *Section 5.8*. As provided in *Section 3.3* above, the percentage of liability for Common Expenses assigned to a Master Unit will be re-allocated to Sub-Units in the event a Master Unit is subjected to a Sub-Declaration.

5.10. **Votes.** The votes assigned to each Master Unit are set forth on Attachment 3 and have been determined in accordance with the formula used to calculate the Common Interest Allocation set forth in *Section 5.8*. If a Master Unit is subdivided without submission to a Sub-Declaration, the votes allocated to each Master Unit resulting from the subdivision will be allocated pro-rata based on the relative size of each resulting Master Unit as compared to the Master Unit prior to such subdivision.

ARTICLE 6 ASSESSMENTS LEVIED BY THE ASSOCIATION

6.1. **Purpose of Assessments.** The Association will use Assessments for the maintenance, repair and replacement of the General Common Elements and other expenses required to be incurred by the Association pursuant to this Declaration, the Act, or Applicable Law. In the event Sub-Units are created, each Sub-Unit Owner will be obligated to pay Assessments levied pursuant to this *Article 6* in proportion to such Sub-Unit's allocation of the rights and obligations of this Declaration. Upon subjecting a Master Unit to a Sub-Declaration, for purposes of Assessments only, the term Master Unit and Master Unit Owner will be deemed to extend to each Sub-Unit created out of a Master Unit and the owner of such Sub-Unit.

6.2. **Personal Obligation.** An Owner is obligated to pay Assessments levied by the Association against the Owner or the Owner's Master Unit. As set forth in *Section 3.3*, upon subjecting a Master Unit to a Sub-Declaration, any and all obligations (including the obligations to pay Assessments), liabilities, limitations, and rights, benefits or burdens established in this Declaration and that are attributable to ownership of the Master Unit described in the Sub-Declaration, shall automatically be apportioned among the Sub-Units established by the Sub-Declaration. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other Person. No Owner may exempt itself from any Assessment liability by waiver of the use or enjoyment of the Common Elements or by abandonment of the Owner's Master Unit. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Master Unit. It shall be the responsibility of the Association to collect any delinquent Assessments, the existence of which shall be made known by written notice delivered to the defaulting Owner and, where requested, the Owner's Registered Mortgagee.

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

6.4. **Regular Assessments.**

6.4.1. **Purpose of Regular Assessments.** Regular Assessments are used for maintenance, repair and replacement of the General Common Elements and other expenses required to be incurred by the Association pursuant to this Declaration or the Act.

6.4.2. **Annual Budget – Regular Assessments.** The Board will prepare and approve an annual budget with the estimated expenses to be incurred by the Association for each fiscal year. The budget will take into account the estimated income and Common Expenses for the year, contributions to reserve funds for the General Common Elements, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to each Owner, although failure to receive a budget or budget summary will not affect an Owner's liability for Assessments.

6.4.3. **Basis of Regular Assessments.** Regular Assessments will be based on the annual budget, minus estimated income from sources other than Regular Assessments. Each Master Unit will be liable for its allocated share of the annual budget in proportion to Common Expense Liability assigned to each Master Unit in accordance with *Section 5.9* and as reflected on Attachment 3. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined.

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

6.5. **Special Assessments.** The Board may levy one or more Special Assessments against all Master Units for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or reserve funds. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners. Special Assessments will be apportioned among the Master Units in accordance with the Common Expense Liability assigned to each Master Unit in accordance with *Section 5.9* and as reflected on Attachment 3.

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

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

6.8. **Deficiency Assessments.** The Board may levy a Deficiency Assessment against all Master Units for the purpose of defraying, in whole or in part, the cost of maintenance, repair, and replacement, as necessary, of the General Common Elements if insurance proceeds or condemnation awards prove insufficient. Deficiency Assessments will be apportioned among the Master Units as set forth in *Section 5.9* above.

6.9. **Due Date.** Regular Assessments are due annually, to be paid on January 1 of each calendar year, or on such other date or frequency as the Board may designate in its sole and absolute discretion, and are delinquent if not received within ten (10) days after such date. Utility, Special, Individual and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Utility, Special, Individual, or Deficiency Assessment is given.

6.10. **Delinquency.** An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect all delinquent Assessments. From time to time, the Association may delegate some or all of its collection procedures and remedies, as it in its sole discretion deems appropriate, to an attorney or a debt collector. Neither the Association nor the Board acting on its behalf, however, is liable to an Owner or other Person for its failure or inability to collect or attempt to collect an Assessment. In the event Sub-Units are created, the term Master Unit and Master Unit Owner as used in this *Article 6* will extend to each Sub-Unit and the Sub-Unit's Owner.

6.11. **Remedies for Non-Payment of Assessments.** The following remedies are in addition to and not in substitution for all other rights and remedies which the Association may have pursuant to the Documents or Applicable Law:

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

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

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

6.11.4. **Acceleration.** If an Owner defaults in paying Assessments that are payable in installments and such default is not cured within thirty (30) days after written notice by the Association to the Owner of such default, the Association may accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

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

6.11.6. **Notice to Registered Mortgagee.** The Association shall notify and communicate with an Owner's Registered Mortgagee regarding the Owner's default in payment of Assessments.

6.12. **Application of Payments.** The Association may adopt and amend policies regarding the application of payments. After the Association notifies the Owner of a

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

6.13. **Collection of Assessments from Sub-Unit Owners.** Unless the Board elects otherwise (which election may be made at any time on fifteen (15) days advance written notice), each Sub-Association will collect from each owner of a Sub-Unit the pro rata (or otherwise allocated) share attributable to such Sub-Unit of Regular Assessments, Special Assessments, Individual Assessments, Utility Assessments and Deficiency Assessments levied hereunder. Each Sub-Association will promptly remit to the Association any and all amounts collected by such Sub-Association associated with such Assessments. If a Sub-Association fails to timely collect any portion of the Assessments due from the owner of a Sub-Unit, then after the Association has provided fifteen (15) days' advance written notice to the Sub-Association, the Association may collect Assessments allocated to the Sub-Unit and enforce its lien against such Sub-Unit without the joinder of the Sub-Association.

6.14. **Reserve Funds.** The Association may maintain reserves at a level determined by the Board to be sufficient to cover the anticipated cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association.

6.15. **Association's Right to Borrow Money.** The Association is granted the right to borrow money, subject to the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

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

6.17. **Audited Financial Statements.** The Association will have an audited financial statement for the preceding full fiscal year of the Association prepared and made available to the Members of the Association within one hundred and twenty (120) days after the Association's fiscal year-end.

6.18. **Statement of Expenses.** Upon request, the Association shall promptly provide any Owner, contract purchaser or Registered Mortgagee with a written statement of all unpaid Assessments due with respect to such Master Unit. The Association may impose a reasonable charge for the preparation of such statement to the extent permitted by the Act.

ARTICLE 7

ASSESSMENT LIEN

7.1. **Assessment Lien.** Each Owner, by accepting an interest in or title to a Master Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Regular Assessments, Special Assessments, Individual Assessments, Utility Assessments and Deficiency Assessments to the Association. Each Assessment is a charge on the Master Unit and is secured by a continuing lien on the Master Unit. Each Owner, and each prospective Owner, is placed on notice that such Owner's title may be subject to the continuing lien for Assessments attributable to a period prior to the date such Owner purchased such Owner's Master Unit. An express lien on each Master Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of Regular Assessments, Special Assessments, Individual Assessments, Utility Assessments and Deficiency Assessments. In furtherance of, and not in limitation of, the provisions of *Section 3.3*, upon subjecting a Master Unit to the terms and provisions of a Sub-Declaration, the lien rights established pursuant to this Declaration and vested in the Association shall automatically, and without requiring further action, attach to each individual Sub-Unit created pursuant to the Sub-Declaration in lieu of the entire Master Unit submitted to the terms and provisions of the Sub-Declaration.

7.2. **Superiority of Assessment Lien.** The Assessment lien is superior to all other liens and encumbrances on a Master Unit, regardless of how created, evidenced or perfected, other than the lien securing the payment of Priority Lien Indebtedness (provided that such lien was Recorded prior to the date on which the Assessment became delinquent), and liens for Governmental Impositions.

7.3. **Effect of Foreclosure.** Foreclosure of a lien encumbering a Master Unit in order to satisfy the Priority Lien Indebtedness will extinguish the subordinate lien for any Assessments which became payable prior to the date of such foreclosure sale, provided that in no event shall a defaulting Owner be relieved from liability incurred for past Assessments. The purchaser of a Master Unit at the foreclosure sale is liable for Assessments against the Master Unit coming due from and after the date of the sale.

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

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

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

ARTICLE 8

MAINTENANCE AND REPAIR OBLIGATIONS

8.1. Association Obligations.

8.1.1. **Maintenance.** The Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association will maintain, repair and replace, as a Common Expense, the General Common Elements.

8.1.2. **When Responsibilities are Relieved.** The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that: (i) such maintenance responsibility is assigned to an Owner under this Declaration; (ii) such maintenance responsibility is otherwise assumed by or assigned to an Owner; or (iii) the property to be maintained is dedicated to any local, state or federal government or quasi-governmental entity; provided, however, that in connection with any such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determined that performing such maintenance is necessary or desirable.

8.1.3. No Owner Reimbursement. If any maintenance or repair otherwise the responsibility of the Association is performed by an Owner or Occupant, such maintenance or repair will be performed at the sole expense of such Owner or Occupant and the Owner and Occupant will not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. This paragraph may not be interpreted to evidence consent to any repair or maintenance by an Owner or Occupant of components otherwise the responsibility of the Association, it being understood that no repair or maintenance may be done to such portions of the Property without the advance written consent of the Association. This paragraph is only intended to foreclose any claim for reimbursement by an Owner or Occupant in the event of any such unauthorized maintenance or repairs.

8.1.4. No Liability. The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner or Occupant of any Master Unit or any other person or resulting from any rain, snow or ice which may leak or flow from any portion of the General Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner of any Master Unit or such Owner's Occupant or Permittee for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any of the General Common Elements or any Master Unit. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association or from any action taken by the Association to comply with Applicable Law.

8.2. Owner Responsibility. Except as otherwise expressly provided in this Declaration, each Owner shall operate and fully maintain, repair and, when necessary, replace, at its cost and expense, all portions of such Owner's Master Unit and any Limited Common Elements assigned to such Owner's Master Unit, including all Improvements located therein.

ARTICLE 9

ARCHITECTURAL COVENANTS AND CONTROL

9.1. Purpose. Because the Master Units are part of a single, unified community, the Architectural Reviewer has the right to regulate the exterior appearance of all Improvements in order to preserve and enhance the Property's value and architectural harmony. The Architectural Reviewer has the right to regulate every aspect of proposed or existing Improvements on the Property, including replacements or modifications of exterior components of the original construction or installation. During the Development Period, the primary purpose of this *Article 9* is to reserve and preserve Declarant's right of architectural control. Notwithstanding anything to the contrary stated herein, Improvements constructed on the

Property and all architectural modifications made thereto that are made by the Declarant or its Permittees shall not be subject to approval pursuant to this *Article 9*.

9.2. **Architectural Reviewer.** The purposes of this Article shall be undertaken by the Architectural Reviewer. Until expiration or termination of the Development Period, the Architectural Reviewer shall mean Declarant or its designee. After expiration or termination of the Development Period, or Declarant's delegation to the Association of all or a portion of its reserved rights as Architectural Reviewer in accordance with *Section 9.3.3* below, the rights of the Architectural Reviewer, as applicable in the case of a partial delegation in accordance with *Section 9.3.3* below, will automatically be transferred to the Board or a committee appointed by the Board.

9.3. **Architectural Control by Declarant.**

9.3.1. **Declarant as Architectural Reviewer.** During the Development Period, the Architectural Reviewer shall mean Declarant or its designee, and neither the Association or the Board, nor a committee appointed by the Association or the Board (no matter how the committee is named) may involve itself with the approval of any Improvements.

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

9.3.3. **Delegation by Declarant.** During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights as Architectural Reviewer to the Association, Permittees or Persons who may or may not be members of the Association. Any such delegation may, at Declarant's election, be subject to the unilateral right of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) veto any decision which Declarant, in its sole discretion, determines to be inappropriate or inadvisable for any reason.

9.4. **Architectural Control by Association.** Upon Declarant's delegation, in writing, of all or a portion of its reserved rights as Architectural Reviewer to the Board, or upon the

expiration or termination of the Development Period, the Association will assume jurisdiction over architectural control and will have the powers of the Architectural Reviewer hereunder and the Board, or a committee appointed by the Board, is the Architectural Reviewer and shall exercise all architectural control over the Property.

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

9.6. **Prohibition of Construction, Alteration and Improvement.** Without the Architectural Reviewer's prior written approval, a Person may not commence or continue any material construction, alteration, addition, Improvement, installation, modification, redecoration, or reconstruction of or to the exterior of any Improvement on the Property, or do anything that materially affects the exterior appearance, of any Improvements on the Property. Any dispute as to whether or not any action outlined in this *Section 9.6* is material shall be determined by the Board in its sole discretion.

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

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

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

(i) The Owner must adhere to the plans and specifications approved by the Architectural Reviewer.

(ii) The Owner must initiate and complete the Improvement in a timely manner.

(iii) If the approved application is for work that requires a building permit from any governmental authority, the Owner must obtain the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with a governmental authority's requirements. Alternatively, approval by a governmental authority does not ensure Architectural Reviewer approval.

ARTICLE 10

USE RESTRICTIONS

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

10.2. **Use of the Master Units.** All portions of a Master Unit shall be used only for such purposes that: (i) are lawful and permitted by Applicable Law; and (ii) conform to the Documents. In furtherance, and not in limitation of the foregoing, in no event may any Master Unit be used for any of the Prohibited Uses set forth on Attachment 4 attached hereto and incorporated herein.

10.3. **Association's Right to Promulgate Rules and Amend Community Manual.** The Association, acting through the Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. The Board is further granted the right to amend, repeal, and enforce the Community Manual, setting forth therein such policies governing the Association as the Board determines. During the Development Period, any adoption, modification, amendment, or repeal to the Community Manual or the Rules, and each new policy or Rule, must be approved in advance and in writing by the Declarant.

10.4. **Use of Common Elements.** There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of Declarant (during the Development Period) and the Board thereafter, except as specifically provided herein.

10.5. **Animals - Household Pets.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, snakes or lizards, ferrets, monkeys or other exotic animals). Customary domesticated household pets may be kept subject to the Rules. The Board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, locations, and behavior of animals on the Property. The Board may require or effect the removal of any animal determined to be in violation of the Rules.

10.6. **Annoyance.** No Master Unit may be used in any way that: (i) may reasonably be considered annoying to Occupants; (ii) may endanger the health or safety of Occupants of other Master Units; (iii) may result in the cancellation of insurance on any portion of the Property; (iv) violates any Applicable Law; or (v) creates noise or odor pollution. The Board has the sole authority to determine what constitutes an annoyance.

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

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

10.9. **Architectural Signs.** No sign of any kind, including signs (including signs advertising portions of the Property for sale, for rent or for lease), may be erected, placed, or permitted to remain on the Property unless written approval has been obtained in advance from the Architectural Reviewer. The Architectural Reviewer may adopt sign guidelines associated with the erection and display of certain signs which guidelines may govern the location, nature, dimensions, number, and time period a sign may remain on the Property or a Master Unit. As used in this *Section 10.9*, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The Architectural Reviewer, acting through the Association, may effect the immediate removal of any sign or object which has not been approved in advance by the Architectural Reviewer.

10.10. **Landscaping.** No Person may perform landscaping, planting, or gardening anywhere within the General Common Elements without the prior written authorization of the Board and the Architectural Reviewer.

10.11. **Hazardous Activities.** No activities will be conducted on the Regime and no Improvements constructed on the Regime, which are or might be unsafe or hazardous to any person or property.

10.12. **Use of Residential Master Unit 1.** The use of Residential Master Unit 1 is primarily limited to residential purposes. The residential restriction contained in this *Section 10.12* does not, however, prohibit an Occupant from using a residential dwelling for personal business or professional pursuits provided that: (i) the uses are incidental to the use as a residential dwelling; (ii) the uses conform to Applicable Law; (iii) there is no external evidence of the business or professional use; (iv) the business or professional use does not entail visits to the residential dwelling by employees or the general public; and (v) the business or professional use does not interfere with Occupants' use and enjoyment of their homes.

10.13. **Compliance with Applicable Law.** No Owner will permit anything to be done within the Regime or any portion thereof that would violate in any respect any Applicable Law, or that would be in violation of any covenant, condition or restriction set forth in this Declaration. Without limitation on the foregoing, each Owner must cause his Master Unit to at all times comply in all material respects with Applicable Law. Notwithstanding any provisions herein to the contrary, however, each Owner will be entitled to in good faith and with due diligence contest and challenge any applicable governmental ordinance, rule or regulation.

ARTICLE 11 ASSOCIATION OPERATIONS

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

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

11.3. **Governance.** The Board will initially consist of three (3) Board members appointed by the Declarant. During the Declarant Control Period, the Declarant will have the exclusive authority to appoint and remove all officers and directors of the Association. Within one hundred and twenty (120) days after fifty percent (50%) of the maximum number of Master Units that may be created have been conveyed to Owners other than Declarant, at least one-third (1/3) of the Board must be elected by Owners other than Declarant.

11.4. **Membership.** Each Owner is a Member of the Association, ownership of a Master Unit being the sole qualification for membership. If a Master Unit is owned by more than one Person or entity, each Owner is a Member of the Association and may exercise the membership rights appurtenant to the Master Unit. If a Master Unit is submitted to a Sub-Condominium, then the term "Member" will, for the Master Unit encumbered by the Sub-Condominium only, refer to the Sub-Association formed to operate the Sub-Condominium acting only through a Majority of the board of directors of such Sub-Association.

11.5. **Manager.** The Board may delegate the performance of certain functions to one or more managers or managing agents of the Association. Notwithstanding any delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

11.6. **Books and Records.** The Association will maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to the requirements of Chapter 22 of the Texas Business Organizations Code.

11.7. **Indemnification.** The Association indemnifies every officer, director, and committee member (for purposes of this Section, "Leaders") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with any

threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable for the Leader's willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a Common Expense, the Association may maintain general liability and directors' and officers' liability insurance to fund this obligation.

ARTICLE 12

ENFORCING THE DOCUMENTS

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

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

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

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

12.2. **Board Discretion.** The Board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances: (i) the Association's position is not sufficiently strong to justify taking any or further action; (ii) the provision being enforced is or may be construed as inconsistent with Applicable Law; (iii) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

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

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

12.5. **Notice and Hearing.** Before levying a fine for violation of the Documents (other than nonpayment of Assessments), or before levying an Individual Assessment for property damage, the Association will give the Owner written notice of the proposed levy and an opportunity to be heard. The Association's written notice must contain: (i) a description of the violation or property damage; (ii) the amount of the proposed fine or damage charge; (iii) a statement that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board to contest the fine or charge; and (iv) a stated date by which the Owner may cure the violation to avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months. The Association may also give a copy of the notice to any Occupant. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person, or may be represented by another Person or written communication. The Board may adopt additional or alternative procedures and requirements for notices and hearing, provided they are consistent with the requirements of Applicable Law.

12.6. **Right of Action by Association.** The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Master Unit Owner (whether one or more); or (ii) pertaining to a relating to the design or construction of a Master Unit (whether one or more). The foregoing sentence is expressly intended to remove from the power of the Association the right, under Section 82.102 of the Act, to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings on behalf of two (2) or more Master Unit Owners on matters affecting the Regime. This *Section 12.6* may not be amended or modified without unanimous written and acknowledged consent of each Owner of a Master Unit, which must be part of the Recorded amendment instrument.

12.7. **Injury to Person or Property.** NEITHER THE ASSOCIATION NOR DECLARANT, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS,

OR EMPLOYEES, HAVE A DUTY OR OBLIGATION TO ANY OWNER, ANY OWNER OF A SUB-UNIT, ANY OCCUPANT OR THEIR RESPECTIVE PERMITTEES: (I) TO SUPERVISE ANY PERSON; OR (II) TO PROVIDE SECURITY OR PROTECTION TO ANY OWNER, ANY OWNER OF A SUB-UNIT, ANY OCCUPANT OR THEIR RESPECTIVE PERMITTEES FROM HARM OR LOSS. BY ACCEPTING TITLE TO A MASTER UNIT, EACH OWNER AND EACH OWNER OF A SUB-UNIT AGREES THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE REASONABLE AND CONSTITUTE THE EXERCISE OF ORDINARY CARE BY THE ASSOCIATION AND DECLARANT. EACH OWNER AND EACH OWNER OF A SUB-UNIT AGREES TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND DECLARANT, AND DECLARANT'S AGENTS FROM ANY CLAIM OF DAMAGES, TO PERSON OR PROPERTY ARISING OUT OF AN ACCIDENT OR INJURY IN OR ABOUT THE REGIME TO THE EXTENT AND ONLY TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SUCH OWNER, OWNER OF A SUB-UNIT, OR THEIR RESPECTIVE PERMITTEES TO THE EXTENT SUCH CLAIM IS NOT COVERED BY INSURANCE OBTAINED BY THE ASSOCIATION AT THE TIME OF SUCH ACCIDENT OR INJURY.

ARTICLE 13 **INSURANCE**

13.1. **General Provisions.** The broad purpose of this Article is to require that the Regime be insured with the types and amounts of coverage that are customary for similar types of properties and that are acceptable to mortgage lenders, guarantors, or insurers that finance the purchase or Improvement of Master Units.

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

13.1.2. **No Coverage.** Even if the Association and the Owners have adequate amounts of recommended and required coverages, the Regime may experience a loss that is not covered by insurance. In that event, the Association is responsible for restoring the General Common Elements as a Common Expense, and the Owner is responsible for restoring the Owner's Master Unit and Limited Common Elements.

13.1.3. **Requirements.** The cost of insurance coverages and bonds maintained by the Association is a Common Expense unless allocable to an Owner as provided in this Article. The Association's policies should contain the standard mortgage clause. The loss payee clause should show the Association as trustee for each Owner and each such Owner's Registered Mortgagee. Policies of property and general liability insurance maintained by the Association must provide that the insurer waives its rights to subrogation under the policy against an Owner. The Association's insurance policies

will not be prejudiced by the act or omission of any Owner or Occupant who is not under the Association's control.

13.1.4. Association as Trustee. Each Owner irrevocably appoints the Association, acting through its Board, as such Owner's trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association. The Association shall hold the proceeds of any claim in trust for the benefit of each Owner, including Declarant, and such Owner's Registered Mortgagee, if any.

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

13.2. Deductibles. An insurance policy obtained by the Association may contain a deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by the Act or this Declaration. In the event of an insured loss, the deductible is treated as a Common Expense. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of an Owner or Occupant, then the Board may levy an Individual Assessment against the Owner and such Owner's Master Unit for the amount of the deductible that is attributable to the act or omission.

13.3. Insurance – Association. The Association will obtain blanket property insurance, if reasonably available, for all Common Elements insurable by the Association. If blanket all risk insurance is not reasonably available, then, at a minimum, the Association will obtain an insurance policy providing fire and extended coverage. This insurance must be in an amount sufficient to cover one-hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. The Association shall also obtain and maintain, at the expense of the Owner incurring such Priority Lien Indebtedness, such other insurance (or additional coverage) as such Owner's Registered Mortgagee shall require. In no event will the Association maintain property insurance on any Master Units. Accordingly, each Owner of a Master Unit will be solely responsible for obtaining property insurance on such Owner's Master Unit and any Limited Common Elements assigned exclusively thereto. **THE ASSOCIATION DOES NOT INSURE MASTER UNITS OR THE LIMITED COMMON ELEMENTS EXCLUSIVELY APPURTENANT THERETO.**

The Association will maintain a commercial general liability insurance policy over the Common Elements – expressly excluding the liability of each Owner and Occupant within such

Owner's or Occupant's Master Unit and Limited Common Elements – for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements.

The Association may maintain directors' and officers' liability insurance, errors and omissions insurance, theft loss insurance, or other insurance the Board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities. The Association may maintain any insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association.

13.4. **Insurance – Owner.** In no event will the Association maintain property insurance or general liability insurance on any Master Units or any Limited Common Elements assigned exclusively to a Master Unit. Each Owner shall be obligated, at such Owner's sole cost and expense, to maintain property insurance on such Owner's Master Unit, including any Improvements constructed within or exclusively serving such Master Unit, in an amount sufficient to cover one-hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. Each Owner will also be obligated to maintain a commercial general liability insurance policy for bodily injury and property damage resulting from the operation, maintenance, or use of its Master Unit. The amount of coverage shall be commercially reasonable. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association on an annual basis.

THE ASSOCIATION DOES NOT INSURE MASTER UNITS, LIMITED COMMON ELEMENTS OR ANY IMPROVEMENTS CONSTRUCTED THEREIN.

If any Improvements of a Master Unit are damaged or destroyed, the Owner of such Master Unit may, but shall have no obligation to, repair, restore or rebuild the Improvements within such Master Unit; provided, however, the Owner thereof shall comply with all Applicable Law concerning the condition and protection of the damaged Improvements, and if the Owner thereof elects not to repair, restore or rebuild the Improvements within the Master Unit, such Owner, at its sole cost and expense, shall promptly raze any damaged improvements and restore the area where such Improvements were located into its condition prior to construction of such Improvements, and shall thereafter maintain such area in good condition and in accordance with all Applicable Law. An Owner shall give the Association notice in case of fire or other material and substantial casualty promptly after such Owner is aware of any such event.

If the whole or any part of any Improvements within a Master Unit are damaged or destroyed, and if the Owner thereof elects to rebuild the Improvements within the Master Unit, the Owner shall, at its sole cost and expense, promptly repair, restore or rebuild the Improvements to substantially the condition they were in immediately prior to such damage or destruction, except to the extent otherwise approved by the Architectural Reviewer. All restoration work, if undertaken, shall be promptly commenced and performed with due

diligence in a good and workmanlike manner and in accordance with Applicable Law and plans and specifications for such work reasonably approved by the Architectural Reviewer.

ARTICLE 14
TERMINATION AND CONDEMNATION

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

14.2. **Termination.** Termination of the terms of this Declaration and the condominium status of the Property will be governed by Section 82.068 of the Act.

14.3. **Condemnation.** The Association's response to condemnation of any part of the Property will be governed by Section 82.007 of the Act.

ARTICLE 15
AMENDMENTS

15.1. **Consents Required.** To the extent expressly permitted by this Declaration, certain amendments of this Declaration may be executed by Declarant acting alone, or by certain Owners acting alone, or by the Board acting alone. Otherwise, amendments to this Declaration must be approved by Owners representing two-thirds (67%) of the votes in the Association.

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

15.3. **Declarant Provisions.**

15.3.1. **Declarant.** Declarant hereby reserves the right to unilaterally amend this Declaration for the following purposes:

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

(ii) to correct any defects in the execution of this Declaration or the other Documents;

(iii) to add real property to the Regime;

(iv) to create Master Units, Sub-Units, General Common Elements, and Limited Common Elements;

(v) to subdivide, combine, or reconfigure Master Units or convert Master Units into additional Master Units and/or Common Elements;

(vi) to resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents; and

(vii) to exercise any development right, as defined in Section 82.003(a)(12) of the Act, not otherwise described in this *Section 15.3*.

15.3.2. Additional Rights. An amendment that may be executed by Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect Declarant's rights under this Declaration or the Act without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument. During the Development Period, this Section may not be amended without Declarant's written and acknowledged consent.

ARTICLE 16 **DISCLOSURES**

16.1. Budgets. Any budgets provided by the Association or Declarant are based on estimated expenses only without consideration for the effects of inflation and may increase or decrease significantly when the actual expenses become known. Accordingly, if the actual expenses exceed estimated expenses, the Assessments or charges levied to discharge such expenses will be different from the estimated amounts.

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

16.3. Adjacent Property. No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

16.4. **Erosion/Flooding.** The Property may be subject to erosion and/or flooding during unusually intense or prolonged periods of rain.

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

ARTICLE 17

REGISTERED MORTGAGEE PROTECTION PROVISIONS

17.1. **Notice Provisions.** All Registered Mortgagees shall be entitled to receive the following notices in writing from the Association or any Owner exercising rights affecting that Registered Mortgagee's borrower's rights under this Declaration or affecting the Registered Mortgagee's rights, as the case may be, which notice shall be sent promptly following the occurrence of the applicable event:

- (i) notice of any proposed action which requires the consent of Registered Mortgagees, which notice shall be given not less than 30 days prior to the desired effective date of such action;
- (ii) notice of default by the Owner (the beneficial interest in which Master Unit is held by that Registered Mortgagee) in the performance of such

Owner's obligations, delinquency in the payment of Assessments owed by such Owner or Governmental Impositions which remains uncured for a period of 60 days after notice thereof;

(iii) notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained hereunder by the Association or by any Owner;

(iv) notice of any damage or destruction to or condemnation of any portion of the Regime that affects either a material portion of the Property or a Master Unit, the beneficial interest in which is held by that Registered Mortgagee, which notice shall be given promptly upon the Association's obtaining knowledge of such damage or destruction;

(v) 60 days' notice prior to the Association instituting any foreclosure action on any Master Unit; and

(vi) 30 days' notice prior to the effective date of (i) any proposed material amendment to this Declaration or the Plat and Plans; (ii) any termination of an agreement for professional management of the Property following any decision of the Owners to assume self-management of the Property; and (iii) any proposed termination of the Regime.

17.2. **Cure Rights.** Any Registered Mortgagee shall have the right, but not the obligation, at any time prior to the termination of this Declaration, and without payment of any penalty, to do any act or thing required of such Registered Mortgagee's borrower hereunder; and to do any act or thing which may be necessary or proper to be done in the performance and observance of the agreements, covenants and conditions of such Owner in this Declaration. All payments so made and all things so done and performed by any Registered Mortgagee shall be effective to prevent a default under this Declaration as the same would have been if made, done and performed by Declarant or any Owner instead of by said Registered Mortgagee. Any event of default under this Declaration which in the nature thereof cannot be remedied by Registered Mortgagee shall be deemed to be remedied if within, 30 days after receiving written notice from the non-defaulting party setting forth the nature of such event of default, or prior thereto the Registered Mortgagee shall: (i) have acquired the property owned by the defaulting party (the "**Acquired Property**") or commenced foreclosure or other appropriate proceedings in the nature thereof, and shall thereafter diligently prosecute any such proceedings; (ii) have fully cured any default in the payment of any monetary obligations owed the non-defaulting party hereunder within such 30 day period and shall thereafter continue to perform faithfully all such non-monetary obligations which do not require possession of the Acquired Property; and (iii) after gaining possession of the Acquired Property following a foreclosure or deed in lieu thereof, the Registered Mortgagee performs all future obligations of the defaulting party hereunder as and when the same are due.

17.3. **No Invalidity of Mortgage Lien.** No violation of this Declaration by, or enforcement of this Declaration against, any party shall affect, impair, defeat or render invalid the lien of any mortgage that secures any Priority Lien Indebtedness.

17.4. **Registered Mortgagee Requirements.** The Association agrees to cooperate reasonably with any requesting party in regard to the satisfaction of requests or requirements by a Registered Mortgagee; provided, however, such cooperation shall be at the sole cost and expense of the requesting party, and provided, further, that no party shall be deemed obligated to accede to any request or requirement that materially and adversely affects its rights under this Declaration.

17.5. **Unpaid Assessments.** Each Person holding a mortgage secured by any Priority Lien Indebtedness encumbering any Master Unit, which Person obtains title to such Master Unit pursuant to judicial foreclosure, or the powers provided in such mortgage, or a deed in lieu of foreclosure, shall take title to such Master Unit free and clear of any claims for unpaid Assessments against such Master Unit which accrued prior to the time such Person acquires title to such Master Unit, except as otherwise set forth in *Article 6* of this Declaration.

17.6. **Books and Records.** All Registered Mortgagees, upon written request, shall have the right to: (i) examine the books and records of the Association, including current copies of this Declaration, the Bylaws and the Rules and financial statements, during normal business hours; (ii) require the Association to submit an annual audited financial statement for the preceding fiscal year within 120 days of the end of the Association's fiscal year, if one is available, or have one prepared at the expense of the requesting Person if such statement is not otherwise prepared by the Association; (iii) receive written notice of all meetings of the Owners; and (iv) designate in writing a representative to attend all such meetings.

17.7. **Priority of Rights.** No provision of this Declaration shall be construed or applied to give any Owner priority over any rights of any Registered Mortgagee if the proceeds or awards are not applied to restoration but are distributed to the Owners after a casualty loss or condemnation of a Master Unit and/or the Common Elements.

ARTICLE 18

GENERAL PROVISIONS

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

18.2. **Estoppel Certificates.** Except as expressly provided in this *Section 18.2*, each Owner, from time to time but no more often than twice each calendar year, shall have the right to require the Association (as to all items listed in this *Section 18.2*) and the other Owners (as to *Sections 18.2(iii), (iv), (v) and (vi)*) to deliver to the requesting Owner a written statement addressed to the requesting Owner and its Registered Mortgagee or purchaser of its Master Unit, as applicable, without payment of any fee or cost certifying: (i) this Declaration is unmodified and in full force and effect (or if modified that this Declaration as so modified is in full force and effect); (ii) the Declaration attached to the certificate is a true and correct copy of this Declaration and all amendments hereto; (iii) the date through which all Assessments have been paid by the Owner requested to provide the certificate and by the Owner requesting such certificate; (iv) to the knowledge of the certifying party, neither the certifying party nor the requesting Owner is in default of any of its obligations under this Declaration (or if the certifying party knows the certifying party or requesting Owner to be in default, specifying the defaults and the remaining cure period, if any); (v) the certifying party holds no existing liens against the requesting Owner's Master Unit; and (vi) such other matters as are reasonably requested by the requesting Owner.

18.3. **Compliance.** The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and Applicable Law, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

18.4. **Conflicts.** The documents are subordinate to Applicable Law. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with Applicable Law. If a conflict exists between the provisions of the Documents, then such documents shall control in the following order:

- (i) this Declaration;
- (ii) the Certificate;
- (iii) the Bylaws; and
- (iv) the Rules.

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

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

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

18.8. **Construction.** The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof will not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular; and the masculine, feminine, or neuter will each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof.

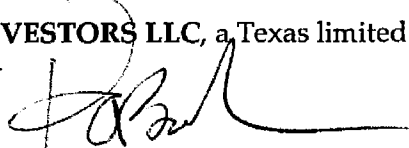
18.9. **Attachments.** The following attachments are attached to this Declaration and are incorporated herein by reference:

- Exhibit "A" – The Property
- Attachment 1 – Plat and Plans
- Attachment 2 – Encumbrances
- Attachment 3 – Schedule of Common Interest Allocation, Common
Expense Liability and Votes
- Attachment 4 – Prohibited Uses

EXECUTED on this 26th day of January, 2018

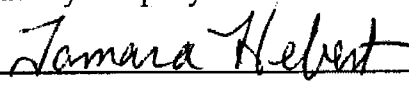
DECLARANT:

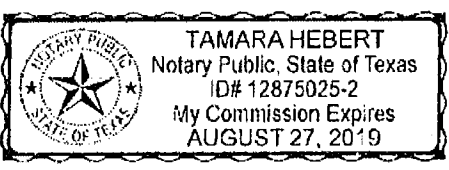
MANSFIELD INVESTORS LLC, a Texas limited liability company

By: 
Name: Philip Busker
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 26th day of JANUARY 2018 by Philip Busker, MANAGER of Mansfield Investors LLC, on behalf of such limited liability company.


Notary Public, State of Texas



DECLARATION OF CONDOMINIUM REGIME FOR
LAKESIDE MASTER CONDOMINIUMS

CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of the liens created by that certain (i) Deed of Trust recorded as Document No. 2014078205 in the Official Public Records of Travis County, Texas, securing a note of even date therewith; (ii) that certain Deed of Trust recorded as Document No. 2016017771 in the Official Public Records of Travis County, Texas, securing a note of even date therewith; (iii) that certain Deed of Trust recorded as Document No. 2016017651 in the Official Public Records of Travis County, Texas, securing a note of even date therewith; and (iv) that certain Deed of Trust recorded as Document No. 2016017768 in the Official Public Records of Travis County, Texas, securing a note of even date therewith (collectively, the "Liens") executes this Declaration solely for the purpose of evidencing the consent required pursuant to Section 82.051(b) of the Texas Property Code. This Consent shall not be construed or operate as any release of lien or security interest owned and held by undersigned or any part thereof.

R Bank

By: Chris Bubela
Printed Name: Chris Bubela
Title: EVP / Chief Lending Officer

THE STATE OF TEXAS §
 §
COUNTY OF Jackson §

This instrument was acknowledged before me on this 26th day of January, 2018 by Chris Bubela, EVP, CLO of R Bank, on behalf of said Corporation.

Sharon Horadam
Notary Public, State of Texas

(seal)



#2593660

DECLARATION OF CONDOMINIUM REGIME FOR
LAKESIDE MASTER CONDOMINIUMS

EXHIBIT "A"

PROPERTY

8.653 acres of land, more or less, out of the Leonard Eck Survey No. 164, the C. F. Merwin Survey No. 184, and the W. P. Moore Survey No. 530, in Travis County, Texas, and being the same property as that 6.395-acre PARCEL I TRACT 1 and that 2.242-acre PARCEL II conveyed by Suzanne B. Carper to Mark Collins Builders, Inc., in a deed dated December 28, 2009, recorded in Document Number 2009212462, of the Official Public Records of Travis County, Texas, SAVE AND EXCEPT any portion of said tract which is a portion of that 3.669-acres described by metes and bounds in Exhibit A-1 of that Exchange Deed recorded under Document Number 2010023992, of the Official Public Records of Travis County, Texas.

ATTACHMENT 1

[CONDOMINIUM PLAT AND PLANS]

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

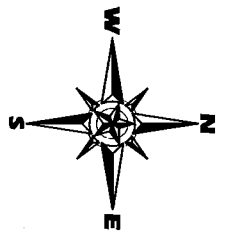
Printed Name: _____

RPLS or License No. _____

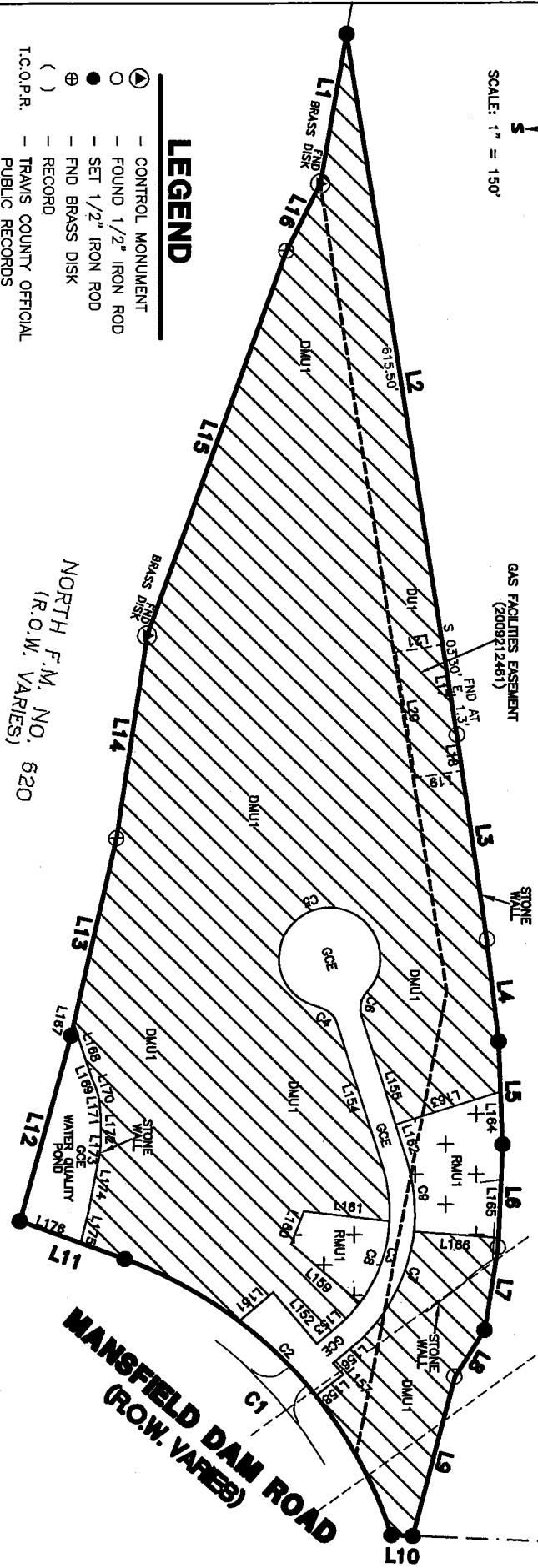
SEE PAGE 3 FOR ORIGINAL CERTIFICATION

ATTACHMENT 1

DECLARATION OF CONDOMINIUM REGIME FOR
LAKESIDE MASTER CONDOMINIUMS



VILLAS AT COMMANDERS POINT HOA
 CALLED 3.421 ACRES (VACATED R.O.W.)
 (DOCUMENT NO. 2009198668, T.C.O.P.R.)



LEGEND

- ⊙ — CONTROL MONUMENT
- — FOUND 1/2" IRON ROD
- — SET 1/2" IRON ROD
- ⊕ — FND BRASS DISK
- () — RECORD
- T.C.O.P.R. — TRAVIS COUNTY OFFICIAL PUBLIC RECORDS
- RMU1 — RESIDENTIAL MASTER UNIT 1
- GCE — GENERAL COMMON ELEMENT
- DMU1 — DEVELOPMENT MASTER UNIT 1



Windrose Land Services-Austin
 4120 Commercial Center Dr.
 Suite 300
 Austin, Texas 78744

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LAKESIDE MASTER CONDOMINIUMS

(8.653) ACRES OF LAND, MORE OR LESS, OUT OF THE LEONARD ECK SURVEY NO. 164, THE C. F. MERWIN SURVEY NO. 184, AND THE W. P. MOORE SURVEY NO. 530, IN TRAVIS COUNTY, TEXAS, AND BEING THE SAME PROPERTY AS THAT (6.395-ACRE) PARCEL I TRACT 1 AND THAT (2.242-ACRE) PARCEL II CONVEYED BY SUZANNE B. CARPER TO MARK COLLINS BUILDERS, INC., IN A DEED DATED DECEMBER 28, 2009, RECORDED IN DOCUMENT NUMBER 2009212462, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT ANY PORTION OF SAID TRACT WHICH IS A PORTION OF THAT (3.669-ACRES) DESCRIBED BY METES AND BOUNDS IN EXHIBIT A-1 OF THAT EXCHANGE DEED RECORDED UNDER DOCUMENT NUMBER 2010023992, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

MANSFIELD DAM ROAD
 (R.O.W. VARIES)

DRAWN BY: MT
 DATE: 01/12/18
 REVISED: 01/26/18
 JOB NO. 31555
 SHEET 1 OF 3

GCE CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C2	431.97'	14°08'37"	106.63'	S 44°14'31" W	106.36'
C3	151.59'	62°20'19"	164.93'	N 75°17'39" W	156.91'
C4	25.00'	57°13'46"	24.97'	N 41°47'30" E	23.95'
C5	50.00'	299°04'09"	260.99'	N 18°26'25" W	50.70'
C6	25.00'	60°45'52"	26.51'	S 75°19'27" E	25.29'
C7	176.59'	62°42'13"	193.26'	N 75°11'26" W	183.75'

GCE LINE TABLE

LINE	BEARING	DISTANCE
L151	N 40°13'52" W	44.06'
L152	N 49°46'08" E	66.90'
L153	N 40°13'52" W	33.58'
L154	S 72°27'51" W	152.31'
L155	N 72°27'51" E	152.54'
L156	S 40°13'52" E	34.40'
L157	N 49°46'08" E	15.11'
L158	S 38°17'22" E	33.84'
L167	N 77°06'55" W	12.16'
L168	N 71°17'39" E	56.28'
L169	N 67°48'38" E	11.13'
L170	N 73°33'13" E	7.84'
L171	N 83°21'50" E	21.33'
L172	N 89°51'59" E	25.26'
L173	S 83°58'29" E	11.34'
L174	S 79°17'48" E	60.71'
L175	S 75°41'05" E	30.48'
L176	S 20°03'11" W	64.00'

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L17	N 81°10'34" E	472.31'
L18	N 08°37'09" W	46.93'
L19	N 81°32'57" E	126.80'
L20	S 08°02'10" E	46.11'
L21	S 81°10'34" W	126.33'

BOUNDARY CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	431.97'	52°21'34"	394.75'	S 46°08'06" W	381.16'

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	N 80°06'07" W	151.22'
L2	N 81°08'30" E	705.93'
L3	N 81°43'25" E	205.69'
L4	N 83°32'58" E	102.22'
L5	N 87°47'15" E	102.26'
L6	S 87°30'47" E	102.40'
L7	S 80°55'03" E	83.36'
L8	S 57°52'39" E	55.11'
L9	S 75°25'12" E	163.26'
L10	S 02°35'15" W	21.14'
L11	S 20°03'11" W	110.71'
L12	N 74°41'51" W	191.02'
L13	N 77°06'55" W	201.19'
L14	N 81°22'40" W	204.12'
L15	N 70°10'30" W	406.68'
L16	N 63°10'30" W	74.68'

RMU1 CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C8	151.59'	32°59'07"	81.27'	S 70°07'30" E	86.07'
C9	176.59'	22°47'37"	70.25'	S 84°51'16" W	69.79'

RMU1 LINE TABLE

LINE	BEARING	DISTANCE
L159	S 40°55'20" W	89.81'
L160	N 68°43'08" W	34.62'
L161	N 06°50'29" E	85.16'
L162	S 72°27'51" W	38.62'
L163	N 17°33'44" W	108.11'
L164	N 87°47'15" E	52.30'
L165	S 87°30'47" E	93.23'
L166	S 04°26'11" W	83.40'



Windrose Land Services-Austin
 4120 Commercial Center Dr.
 Suite 300
 Austin, Texas 78744

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LINE AND CURVE TABLES

DRAWN BY: MT
 DATE: 01/12/18
 REVISED: 01/26/18
 JOB NO. 31555
 SHEET 2 OF 3

COMMITMENT NOTES

- 1) THIS SURVEY WAS BASED ON THE TITLE COMMITMENT FROM STEWART TITLE COMPANY, GF#01247-51069.
- 2) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY VOL. 660, PG. 216, T.C.D.R.
- 3) SUBJECT TO 100' ELECTRIC EASEMENT TO THE LOWER COLORADO RIVER AUTHORITY BY VOL. 600, PG. 372, T.C.D.R., AS SHOWN HEREON.
- 4) SUBJECT TO GAS FACILITIES EASEMENT AGREEMENT TO SHARP COMMUNITY ENERGY, INC. BY DOC. NO. 2009212461, T.C.O.P.R. AS SHOWN HEREON.
- 5) SUBJECT TO OVERFLOW AND INUNDATION EASEMENT TO THE CITY OF AUSTIN BY VOL. 593, PG. 288, T.C.D.R.
- 6) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2007181842, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.
- 7) UNDERGROUND ELECTRIC UTILITY EASEMENT TO THE CITY OF AUSTIN BY DOC. NO. 2009095224, T.C.O.P.R. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.
- 8) SUBJECT TO UTILITY EASEMENT (BLANKET IN NATURE) TO TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 17 BY DOC. NO. 2014067956, T.C.O.P.R.
- 9) SUBJECT TO ELECTRIC UTILITY EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2015032493, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.



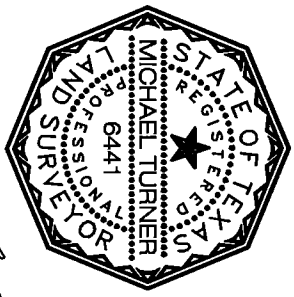
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 4120 Commercial Center Dr.
 Suite 300
 Austin, Texas 78744

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LAKESIDE MASTER CONDOMINIUMS

**THIS PLAT CONTAINS THE
 INFORMATION REQUIRED BY SECTION
 82.059 OF THE TEXAS UNIFORM
 CONDOMINIUM ACT, AS APPLICABLE**

TRAVIS COUNTY, TEXAS



[Signature]
 MICHAEL TURNER
 TEXAS R.P.L.S. NO. 6441
 FIRM REGISTRATION NO. 10110400
 DATE 1/12/18

GENERAL NOTES:

- 1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE CONDOMINIUM PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (1) IN THE DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS (THE "DECLARATION") OR (ii) ON THE CONDOMINIUM PLAT OF THE REGIME.
- 2) OWNERSHIP AND USE OF CONDOMINIUM UNITS ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.
- 3) THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION 82.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.

LAKESIDE MASTER CONDOMINIUMS

DRAWN BY: MT
 DATE: 01/12/18
 REVISED: 01/26/18
 JOB NO. 31555
 SHEET 3 OF 3

ATTACHMENT 2

ENCUMBRANCES

1. An electric transmission and/or distribution line easement (blanket-type) granted to the City of Austin, as described in Volume 660, Page 216, of the Deed Records of Travis County, Texas.
2. An electric transmission and/or distribution line easement located across the eastern portion of the subject tract, granted to Lower Colorado River Authority, as described in Volume 600, Page 372, of the Deed Records of Travis County, Texas.
3. A gas facilities easement granted to Sharp Community Energy, Inc., by instrument recorded under Document Number 2009212461, of the Official Public Records of Travis County, Texas, as further affected by Assignment Recorded in Document No. 2010132246, Official Public Records of Travis County, Texas.
4. Subject to the reservation of a stated one-half royalty interest in and to all of the oil, gas, and other minerals in, on, or under the subject property, as retained in an instrument of record in Volume 4497, Page 2327, of the Deed Records of Travis County, Texas.
5. A release of the damages and inundation easement granted to the City of Austin, as described in Volume 593, Page 288, of the Deed Records of Travis County, Texas.
6. An electric utility easement granted to the City of Austin, as described in Document Number 2007181842, of the Official Public Records of Travis County, Texas, to the extent that the same may affect the subject property.
7. A 0.248 of an acre underground electric utility easement granted to the City of Austin, as described by instrument recorded under Document Number 2009095224, of the Official Public Records of Travis County, Texas, to the extent that the same may affect the subject property.
8. A utility easement granted to Travis County Water Control & Improvement District No. 17 by instrument recorded under Document Number 2014067956, of the Official Public Records of Travis County, Texas.
9. An electric utility easement granted to the City of Austin by instrument recorded under Document Number 2002059482, Official Public Records, Travis County, Texas.
10. An electric utility easement granted to the City of Austin by instrument recorded under Document Number 2015032493, of the Official Public Records of Travis County, Texas.
11. Notice to Purchasers filed May 30, 2014 and recorded in Document No. 2014078207, of the Official Public Records of Travis County, Texas.

ATTACHMENT 2

DECLARATION OF CONDOMINIUM REGIME FOR
LAKESIDE MASTER CONDOMINIUMS

ATTACHMENT 3

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

Master Unit	Common Interest Allocation and Common Expense Liability	Votes
Development Master Unit 1	94.90%	95
Residential Master Unit 1	5.10%	5

ATTACHMENT 3

DECLARATION OF CONDOMINIUM REGIME FOR
LAKESIDE MASTER CONDOMINIUMS

ATTACHMENT 4

PROHIBITED USES

1. A bingo parlor, gambling establishment or betting parlor (exclusive of the sale of lottery tickets);
2. An auction house, flea market, pawn shop, thrift store or other store which sells used or "second-hand" merchandise; provided, however, that charity sales of "second-hand" merchandise may be conducted periodically with the approval of the Board;
3. A sexually oriented massage parlor, provided, however, that the foregoing shall not prohibit the operation of first class, therapeutic massage and holistic health;
4. A funeral home, mortuary, crematorium, funeral product sales, or other such use;
5. A so-called "head shop" or other facility for the sale of paraphernalia for use with illicit drugs;
6. An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation, magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts); provided, however, that the foregoing shall not prohibit the operation of a bookstore or video or music store which carries a broad inventory of books or videos directed toward the interest of the general public (as opposed to a specific segment thereof);
7. Any gambling facility or operation, including but not limited to off-track or sports betting parlor, the conduct of table games involving wagering, such as black-jack or poker, or a facility engaged in the actual use of slot machines, video poker/black-jack/keno machines, or similar devices for wagering; or a bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Owner or Occupant; further, the foregoing shall not prohibit a restaurant or entertainment center that features entertainment components, including games of chance (including, without limitation, bowling lanes, arcade games, pool tables and similar features), including but not limited to Chuck E. Cheese's, Dave & Buster's, Main Event, Pinstack, or a similar facility;
8. A carnival, amusement park or circus;
9. Any use which violates Applicable Law or any business or use which constitutes a public or private nuisance, or which creates a fire, explosive or other hazard, or which emits offensive odors, fumes, dust or vapors or emits loud noises or sounds; provided, however, (i) normal and customary odors from restaurants or other similar food operations or other approved uses shall be deemed not to create conditions prohibited hereunder, (ii) outdoor customer calling systems used by restaurants or other similar food operations shall be deemed not to be an obnoxious noise or sound, (iii) the use of

ATTACHMENT 4

DECLARATION OF CONDOMINIUM REGIME FOR
LAKESIDE MASTER CONDOMINIUMS

any radio, television, loudspeaker, amplifier or other sound system (whether indoors or outdoors) by any Owner or Occupant shall be deemed to not be an obnoxious or offensive noise or sound so long as the same is permitted by law and does not constitute a nuisance or unreasonably disturb or endanger other Owners or Occupants of the Regime or unreasonably interfere with their use of their respective premises, and (iv) the performance of live music in any amphitheater or other live music venue shall not be deemed to be a nuisance nor offensive noise so long as the same is permitted by law and does not materially and adversely impact the customary operations of other Owners or Occupants in the Regime;

10. Any dumping, transfer, disposing, incineration or reduction of garbage (exclusive of screened garbage compactors located near the rear of any Building);
11. Any laundry or dry cleaning plant or laundromat;
12. Any store that conducts "fire sales", bankruptcy sales (except pursuant to court order), auctions, auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event or similar sale;
13. For industrial or manufacturing purposes, or for any assembling, distilling, refining, smelting, agricultural, or mining operation;
14. Any junk yard, scrap metal yard, recycling center or waste material business (including any dumping, disposal, incineration or reduction of garbage or refuse);
15. Any garage, gasoline service station or other establishment for the sale of motor fuel or other petroleum or energy products;
16. Any tattoo or piercing parlor; and
17. Any business whose primary service is check cashing or payday loans (such as Cash Advance Centers, The Money Box, etc.).

ATTACHMENT 4

LAKESIDE MASTER CONDOMINIUMS
CONDOMINIUM DECLARATION

4839-6373-2058v.5



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

January 29 2018 02:21 PM

FEE: \$ 246.00 2018012904



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Oct 21, 2020 02:22 PM Fee: \$58.00

2020199343

Electronically Recorded

AFTER RECORDING RETURN TO:

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



**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME
FOR
LAKESIDE MASTER CONDOMINIUMS
(A Master Condominium in Travis County, Texas)**

Declarant: MANSFIELD INVESTORS LLC, a Texas limited liability company

Cross reference to that certain Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2018012904, Official Public Records of Travis County, Texas, as amended.

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME
FOR
LAKESIDE MASTER CONDOMINIUMS**

This First Amendment to Declaration of Condominium Regime for Lakeside Master Condominiums (the "**Amendment**") is made by **MANSFIELD INVESTORS LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS:

A. Lakeside Master Condominiums, a master condominium project (the "**Regime**"), located in Travis County, Texas, was established pursuant to that certain Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2018012904, Official Public Records of Travis County, Texas (the "**Declaration**").

B. Pursuant to *Section 15.3.1(v)* of the Declaration, Declarant may amend the Declaration unilaterally, and without the consent of other Owners or any mortgagee, to subdivide, combine, or reconfigure Master Units or convert Master Units into additional Master Units and/or Common Elements.

C. Pursuant to *Section 3.3.3* of the Declaration, Declarant reserved the Development Rights and reserved the right by Recording an amendment to the Declaration, to supplement or modify any Master Unit by adding additional facilities or deleting facilities, to designate additional portions of the Regime as part of any Master Unit, to subdivide a Master Unit into additional Master Units, to combine Units or to designate all or a portion of any Master Unit as Limited Common Elements or General Common Elements.

D. The Development Period is a seventy-five (75) year period commencing on the date the Declaration was recorded in the Official Public Records of Travis County, Texas. The Declaration was recorded in the Official Public Records of Travis County, Texas on January 29, 2018. Accordingly, the Development Period has not yet expired.

E. Declarant now desires to amend the Declaration for the purposes of subdividing a portion of Development Master Unit 1 to create Residential Master Unit 2. The total number of Master Units within the Regime after giving effect to this Amendment is equal to three (3).

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Subdivision of Development Master Unit 1 and Creation of Residential Master Unit 2.** In accordance with the rights reserved by the Declarant pursuant to *Section 3.3.3* and *15.3.1(v)* of the Declaration, Declarant hereby subdivides a portion of Development Master Unit 1 into an additional Master Unit (the "**Subdivided Portion**") and creates Residential Master Unit 2 ("**Residential Master Unit 2**") out of the Subdivided Portion.

2. **Replacement of Attachment 1 – Plat and Plans.** Attachment 1 to the Declaration is hereby deleted in its entirety and replaced with Exhibit A attached hereto and incorporated herein (the "New Plat and Plans"). The New Plat and Plans: (i) assign an identifying number to all Master Units; (ii) show the boundaries of all Master Units; and (iii) include the information required by Section 82.059 of the Act.

3. **Replacement of Schedule of Allocated Interests.** The percentage interests allocated to all Master Units within the Regime is set forth on Exhibit B attached hereto and incorporated herein. Exhibit B attached hereto will supersede and replace Attachment 3 to the Declaration.

4. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective on the 70 day of October, 2020.

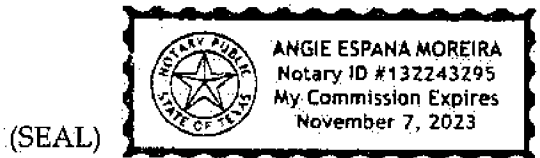
DECLARANT:

MANSFIELD INVESTORS LLC, a Texas limited liability company

By: [Signature]
Printed Name: Philip Busker
Title: Manager

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me this 70 day of October, 2020, by Philip Busker, Manager of Mansfield Investors LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public Signature

EXHIBIT A

NEW PLAT AND PLANS

The plat and plans, attached hereto as Exhibit A, contain the information required by the Texas Uniform Condominium Act.

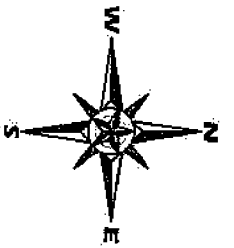
Printed Name: Michael Turner

RPLS No. 6441

SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

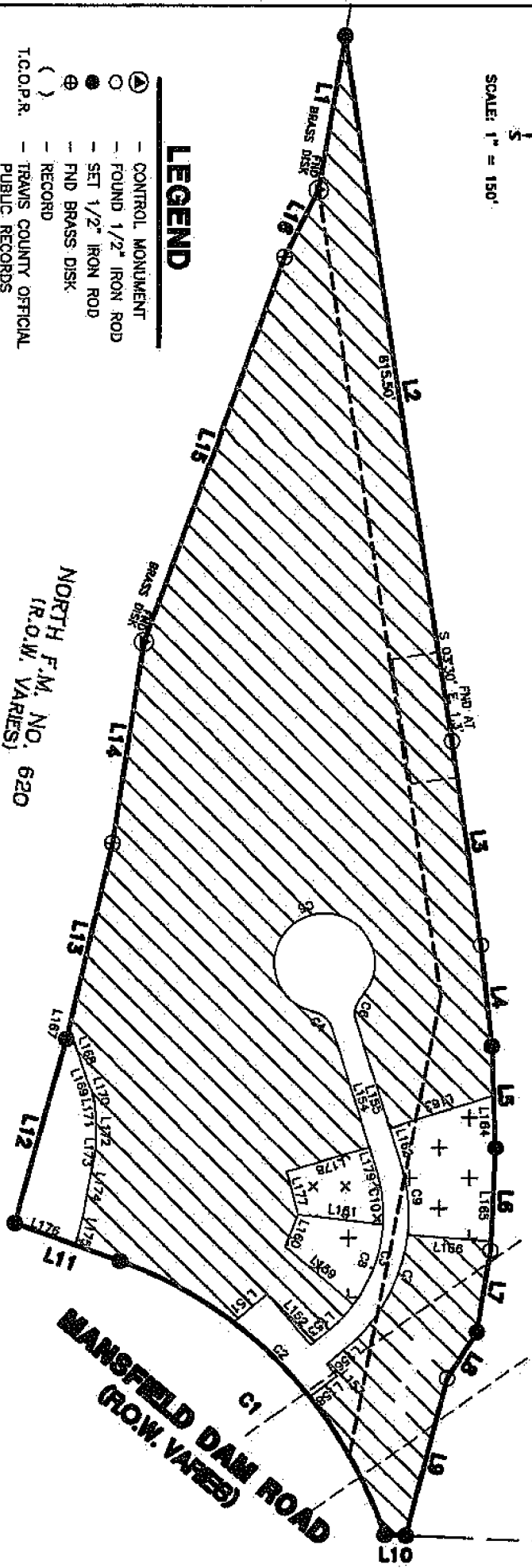
EXHIBIT A

LAKESIDE MASTER CONDOMINIUMS
FIRST AMENDMENT TO DECLARATION



SCALE: 1" = 150'

VILLAS AT COMMANDERS POINT HOA
 CALLED 3,421 ACRES (VACATED R.O.W.)
 (DOCUMENT NO. 2009189893, T.C.O.P.R.)



LEGEND

- ⊙ CONTROL MONUMENT
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- ⊕ FND BRASS DISK
- () RECORD
- T.C.O.P.R. - TRAVIS COUNTY OFFICIAL PUBLIC RECORDS
- RMU1 - RESIDENTIAL MASTER UNIT 1
- RMU2 - RESIDENTIAL MASTER UNIT 2
- GCE - GENERAL COMMON ELEMENT
- DMU1 - DEVELOPMENT MASTER UNIT 1



Windrose Land Services-Austin

4120 Commercial Center Dr.
 Suite 300

Austin, Texas 78744

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 GOVERNMENT 2019 WINDROSE LAND SERVICES AUSTIN, ALL RIGHTS RESERVED

LAKESIDE MASTER CONDOMINIUMS

(8.653) ACRES OF LAND, MORE OR LESS, OUT OF THE LEONARD ECK SURVEY NO. 164, THE C. F. MERWIN SURVEY NO. 184, AND THE W. P. MOORE SURVEY NO. 530, IN TRAVIS COUNTY, TEXAS, AND BEING THE SAME PROPERTY AS THAT (6.395-ACRE) PARCEL 1 AND THAT (2.242-ACRE) PARCEL 2 CONVEYED BY SUZANNE B. CARPER TO MARK COLLINS BUILDERS, INC., IN A DEED DATED DECEMBER 28, 2009, RECORDED IN DOCUMENT NUMBER 2009212462, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT ANY PORTION OF SAID TRACT WHICH IS A PORTION OF THAT (3.669-ACRES) DESCRIBED BY METES AND BOUNDS IN EXHIBIT A-1 OF THAT EXCHANGE DEED RECORDED UNDER DOCUMENT NUMBER 2010023992, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**MANSFIELD DAM ROAD
 (R.O.W. VARIES)**

DRAWN BY: MT
 DATE: 01/12/18
 JOB NO. 31555
 SHEET 1 OF 3

GCE CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C2	431.97'	14°08'37"	106.83'	S 44°14'31" W	106.36'
C3	151.59'	62°20'19"	184.93'	N 79°17'39" W	156.91'
C4	25.00'	57°13'48"	24.97'	N 41°47'30" E	23.95'
C5	50.00'	299°04'09"	260.99'	N 18°26'25" W	50.70'
C6	25.00'	60°45'52"	26.51'	S 75°19'27" E	25.29'
C7	176.59'	62°42'13"	193.28'	N 75°11'28" W	183.75'

GCE LINE TABLE

LINE	BEARING	DISTANCE
L151	N 40°13'52" W	44.06'
L152	N 49°46'08" E	66.90'
L153	N 40°13'52" W	33.56'
L154	S 72°27'51" W	152.31'
L155	N 72°27'51" E	152.54'
L156	S 40°13'52" E	34.40'
L157	N 49°46'08" E	15.11'
L158	S 38°17'22" E	33.84'
L167	N 77°06'55" W	12.16'
L168	N 71°17'39" E	56.28'
L169	N 67°48'38" E	11.13'
L170	N 73°33'13" E	7.84'
L171	N 83°21'50" E	21.33'
L172	N 89°51'59" E	25.26'
L173	S 83°58'29" E	11.54'
L174	S 79°17'48" E	60.71'
L175	S 75°41'05" E	30.48'
L176	S 20°03'11" W	64.00'

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L17	N 81°10'34" E	472.31'
L18	N 08°37'09" W	46.93'
L19	N 81°32'57" E	126.80'
L20	S 08°02'10" E	46.11'
L21	S 81°10'34" W	126.33'

BOUNDARY CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	431.97'	52°21'34"	394.75'	S 46°08'08" W	381.16'

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	N 80°06'07" W	151.22'
L2	N 81°08'30" E	705.93'
L3	N 81°43'25" E	205.69'
L4	N 83°32'58" E	102.22'
L5	N 87°47'15" E	102.26'
L6	S 87°30'47" E	102.40'
L7	S 80°55'03" E	83.36'
L8	S 57°52'39" E	55.11'
L9	S 75°25'12" E	163.26'
L10	S 02°35'15" W	21.14'
L11	S 20°03'11" W	110.71'
L12	N 74°41'51" W	191.02'
L13	N 77°06'55" W	201.19'
L14	N 81°22'40" W	204.12'
L15	N 70°10'30" W	406.68'
L16	N 63°10'30" W	74.68'

RMU CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C8	151.59'	32°59'07"	87.27'	S 70°07'30" E	86.07'
C9	176.59'	22°47'57"	70.25'	S 84°51'16" W	69.79'
C10	151.59'	19°50'45"	52.51'	N 83°27'34" E	52.24'

RMU LINE TABLE

LINE	BEARING	DISTANCE
L159	S 40°55'20" W	69.81'
L160	N 68°43'08" W	34.62'
L161	N 06°50'29" E	85.16'
L162	S 72°27'51" W	38.62'
L163	N 17°33'44" W	108.11'
L164	N 87°47'15" E	52.30'
L165	S 87°30'47" E	93.23'
L166	S 04°26'11" W	83.40'
L177	S 74°45'23" W	43.95'
L178	N 16°31'25" W	85.79'
L179	N 72°27'51" E	26.26'



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Suite 300
Austin, Texas 78744

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LINE AND CURVE TABLES

DRAWN BY: MT
DATE: 01/12/18
JOB NO. 31555
SHEET 2 OF 3

COMMITMENT NOTES

- 1) THIS SURVEY WAS BASED ON THE TITLE COMMITMENT FROM STEWART TITLE COMPANY, GF#01247-51069.
- 2) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY VOL. 660, PG. 216, T.C.D.R.
- 3) SUBJECT TO .100' ELECTRIC EASEMENT TO THE LOWER COLORADO RIVER AUTHORITY BY VOL. 600, PG. 372, T.C.D.R., AS SHOWN HEREON.
- 4) SUBJECT TO GAS FACILITIES EASEMENT AGREEMENT TO SHARP COMMUNITY ENERGY, INC. BY DOC. NO. 2009212461, T.C.O.P.R. AS SHOWN HEREON.
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- 6) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2007181842, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.
- 7) UNDERGROUND ELECTRIC UTILITY EASEMENT TO THE CITY OF AUSTIN BY DOC. NO. 2009095224, T.C.O.P.R. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.
- 8) SUBJECT TO UTILITY EASEMENT (BLANKET IN NATURE) TO TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 17 BY DOC. NO. 2014087958, T.C.O.P.R.
- 9) SUBJECT TO ELECTRIC UTILITY EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2015032493, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.



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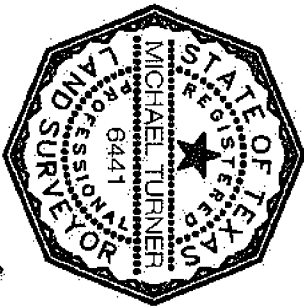
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LAKESIDE MASTER CONDOMINIUMS

THIS PLAT CONTAINS THE
INFORMATION REQUIRED BY SECTION
92.059 OF THE TEXAS UNIFORM
CONDOMINIUM ACT, AS APPLICABLE

TRAVIS COUNTY, TEXAS



[Signature]
1/12/18
DATE

MICHAEL TURNER
TEXAS R.P.L.S. NO. 6441
FIRM REGISTRATION NO. 10110400

REVISED: 01/26/18
REVISED: 09/21/2020

LAKESIDE MASTER CONDOMINIUMS

GENERAL NOTES:

- 1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE CONDOMINIUM PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (1) IN THE DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS (THE "DECLARATION") OR (1) ON THE CONDOMINIUM PLAT OF THE REGIME.
- 2) OWNERSHIP AND USE OF CONDOMINIUM UNITS ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.
- 3) THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION 82.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.

DRAWN BY: MT JOB NO. 31555
DATE: 01/12/18 SHEET 3 OF 3

EXHIBIT B**SCHEDULE OF COMMON INTEREST ALLOCATION,
COMMON EXPENSE LIABILITY, AND VOTES**

Master Unit	Common Interest Allocation and Common Expense Liability	Votes
Development Master Unit 1	93.32%	93
Residential Master Unit 1	5.10%	5
Residential Master Unit 2	1.58%	2

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

EXHIBIT B

LAKESIDE MASTER CONDOMINIUMS
FIRST AMENDMENT TO DECLARATION

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Mar 05, 2021 03:41 PM Fee: \$50.00

2021047145

Electronically Recorded

AFTER RECORDING RETURN TO:

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



15/ITC/ 210474) -COM

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME
FOR
LAKESIDE MASTER CONDOMINIUMS
(A Master Condominium in Travis County, Texas)**

Declarant: MANSFIELD INVESTORS LLC, a Texas limited liability company

Cross reference to that certain (i) Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2018012904, Official Public Records of Travis County, Texas; and (ii) First Amendment to Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2020199343, Official Public Records of Travis County, Texas.

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME
FOR
LAKESIDE MASTER CONDOMINIUMS**

This Second Amendment to Declaration of Condominium Regime for Lakeside Master Condominiums (the "**Amendment**") is made by MANSFIELD INVESTORS LLC, a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS:

A. Lakeside Master Condominiums, a master condominium project (the "**Regime**"), located in Travis County, Texas, was established pursuant to that certain Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2018012904, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2020199343, Official Public Records of Travis County, Texas (collectively, the "**Declaration**").

B. Pursuant to ~~Section 15.3.1(b)~~ of the Declaration, Declarant may amend the Declaration unilaterally, and without the consent of other Owners or any mortgagee, to subdivide, combine, or reconfigure Master Units or convert Master Units into additional Master Units and/or Common Elements.

C. Pursuant to ~~Section 3.3.3~~ of the Declaration, Declarant reserved the Development Rights and reserved the right by Recording an amendment to the Declaration, to supplement or modify any Master Unit by adding additional facilities or deleting facilities, to designate additional portions of the Regime as part of any Master Unit, to subdivide a Master Unit into additional Master Units, to combine Units or to designate all or a portion of any Master Unit as Limited Common Elements or General Common Elements.

D. The Development Period is a seventy-five (75) year period commencing on the date the Declaration was recorded in the Official Public Records of Travis County, Texas. The Declaration was recorded in the Official Public Records of Travis County, Texas on January 29, 2018. Accordingly, the Development Period has not yet expired.

E. Declarant now desires to amend the Declaration for the purposes of subdividing a portion of Development Master Unit 1 to create Residential Master Unit 3. The total number of Master Units within the Regime after giving effect to this Amendment is equal to four (4).

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Subdivision of Development Master Unit 1 and Creation of Residential Master Unit 3.** In accordance with the rights reserved by the Declarant pursuant to ~~Section 3.3.3~~ and

EXHIBIT A

NEW PLAT AND PLANS

The plat and plans, attached hereto as Exhibit A, contain the information required by the Texas Uniform Condominium Act.

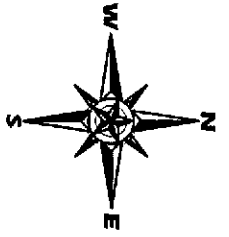
Printed Name: Michael Turner

RPLS No. 6441

SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

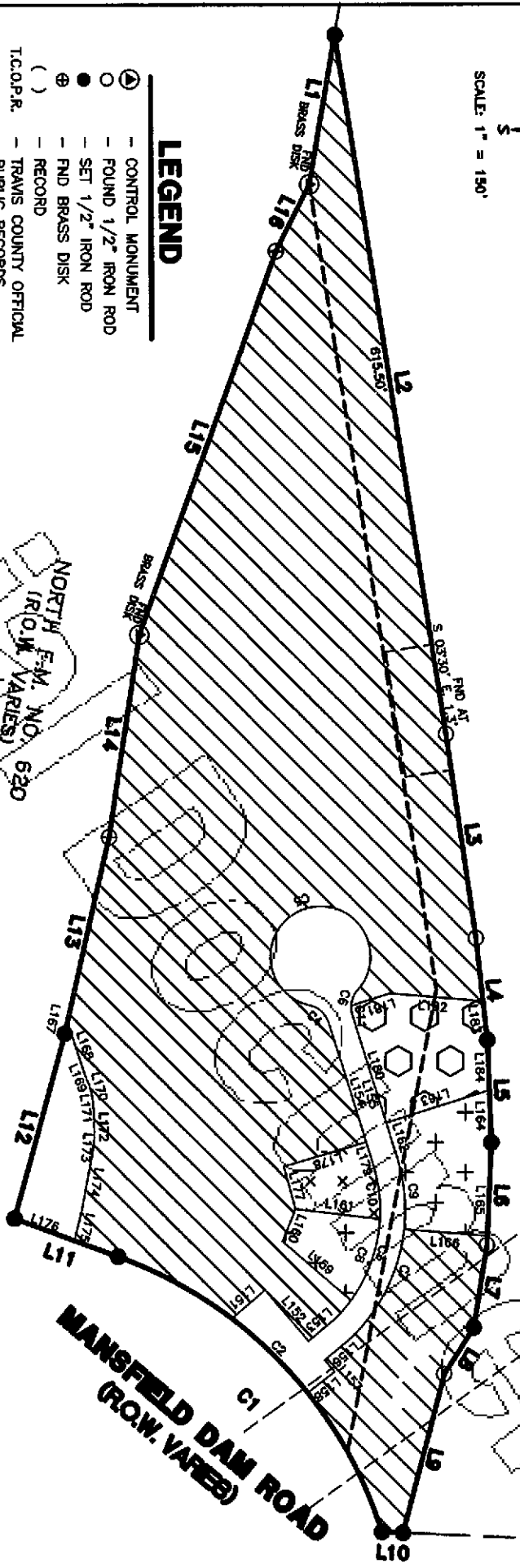
EXHIBIT A

LAKESIDE MASTER CONDOMINIUMS
SECOND AMENDMENT TO DECLARATION



SCALE: 1" = 150'

VILLAS AT COMMANDERS POINT HOA
 CALLED 3.421 ACRES (VACATED P.O.W.)
 (DOCUMENT NO. 2009188998, T.C.O.P.R.)



LEGEND

- ⊙ - CONTROL MONUMENT
 - - FOUND 1/2" IRON ROD
 - - SET 1/2" IRON ROD
 - ⊕ - FND BRASS DISK
 - () - RECORD
- T.C.O.P.R. - TRAVIS COUNTY OFFICIAL PUBLIC RECORDS
- RMU1 - RESIDENTIAL MASTER UNIT 1
 - RMU2 - RESIDENTIAL MASTER UNIT 2
 - RMU3 - RESIDENTIAL MASTER UNIT 3
 - GCE - GENERAL COMMON ELEMENT
 - DMU1 - DEVELOPMENT MASTER UNIT 1

LAKESIDE MASTER CONDOMINIUMS

(8,653) ACRES OF LAND, MORE OR LESS, OUT OF THE LEONARD ECK SURVEY NO. 164, THE C. F. MERWIN SURVEY NO. 184, AND THE W. P. MOORE SURVEY NO. 530, IN TRAVIS COUNTY, TEXAS, AND BEING THE SAME PROPERTY AS THAT (6,395-ACRE) PARCEL 1 TRACT 1 AND THAT (2,242-ACRE) PARCEL II CONVEYED BY SUZANNE B. CARPER TO MARK COLLINS BUILDERS, INC., IN A DEED DATED DECEMBER 28, 2009, RECORDED IN DOCUMENT NUMBER 2009212462, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT ANY PORTION OF SAID TRACT WHICH IS A PORTION OF THAT (3,669-ACRES) DESCRIBED BY METES AND BOUNDS IN EXHIBIT A-1 OF THAT EXCHANGE DEED RECORDED UNDER DOCUMENT NUMBER 2010023992, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Whitmore Land Services-Austin
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DRAWN BY: MT JOB NO. 31555
 DATE: 01/12/18 SHEET 1 OF 3

GCE CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
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C4	25.00'	57°13'46"	24.97'	N 41°47'30" E	23.95'
C5	50.00'	299°04'09"	260.99'	N 18°26'25" W	50.70'
C6	25.00'	60°45'52"	26.51'	S 75°19'27" E	25.29'
C7	176.59'	62°42'13"	193.26'	N 75°11'26" W	163.75'

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LINE	BEARING	DISTANCE
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L156	S 40°13'52" E	34.40'
L157	N 48°46'08" E	15.11'
L158	S 38°17'22" E	33.84'
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L173	S 83°58'29" E	11.34'
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L175	S 75°41'05" E	30.48'
L176	S 20°03'11" W	64.06'

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L17	N 84°10'24" E	472.31'
L18	N 08°53'09" W	46.93'
L19	N 81°32'57" E	126.80'
L20	S 08°02'10" E	46.11'
L21	S 81°10'34" W	126.33'

BOUNDARY CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	431.97'	52°21'34"	394.75'	S 46°08'06" W	381.44'

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	N 80°06'07" W	154.28'
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L6	S 87°30'47" E	102.40'
L7	S 80°55'03" E	83.86'
L8	S 57°52'39" E	53.11'
L9	S 75°25'12" E	163.26'
L10	S 02°39'45" W	21.14'
L11	S 20°03'11" W	110.71'
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L14	N 81°22'40" W	204.12'
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L16	N 63°10'30" W	74.68'

RMU CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
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C10	151.59'	19°50'45"	52.51'	N 83°27'34" E	52.24'
C11	25.00'	18°44'13"	8.16'	S 83°39'43" W	8.14'

RMU LINE TABLE

LINE	BEARING	DISTANCE
L159	S 40°55'20" W	89.81'
L160	N 68°43'08" W	34.62'
L161	N 08°50'29" E	85.16'
L162	S 72°27'51" W	38.62'
L163	N 17°33'44" W	108.11'
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L183	N 83°32'58" E	39.09'
L184	N 87°47'15" E	49.96'



Whitaker Land Services-Austin
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LINE AND CURVE TABLES

DRAWN BY: MT JOB NO. 31555
 DATE: 01/12/18 SHEET 2 OF 3

COMMITMENT NOTES

- 1) THIS SURVEY WAS BASED ON THE TITLE COMMITMENT FROM STEWART TITLE COMPANY, GF#01247-51069.
- 2) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY VOL. 660, PG. 216, T.C.D.R.
- 3) SUBJECT TO 100' ELECTRIC EASEMENT TO THE LOWER COLORADO RIVER AUTHORITY BY VOL. 600, PG. 372, T.C.D.R., AS SHOWN HEREON.
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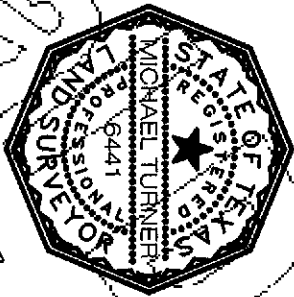
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 Austin, Texas 78744

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LAKESIDE MASTER CONDOMINIUMS

THIS PLAT CONTAINS THE INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE

TRAVIS COUNTY, TEXAS



MICHAEL TURNER
 TEXAS R.P.L.S. NO. 6441
 FIRM REGISTRATION NO. 10110400
 DATE 1/12/18
 REVISED: 01/26/18
 REVISED: 09/21/2020
 REVISED: 02/05/21

LAKESIDE MASTER CONDOMINIUMS

GENERAL NOTES:

- 1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE CONDOMINIUM PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS, OR UNITS. (1) IN THE DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS (THE "DECLARATION") OR (II) ON THE CONDOMINIUM PLAT OF THE REGIME.
- 2) OWNERSHIP AND USE OF CONDOMINIUM UNITS ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.
- 3) THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION 82.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.

DRAWN BY: MT JOB NO. 31555
 DATE: 01/12/18 SHEET 3 OF 3

EXHIBIT B**SCHEDULE OF COMMON INTEREST ALLOCATION,
COMMON EXPENSE LIABILITY, AND VOTES**

Master Unit	Common Interest Allocation and Common Expense Liability	Votes
Development Master Unit 1	89.31%	89
Residential Master Unit 1	5.10%	5
Residential Master Unit 2	1.59%	2
Residential Master Unit 3	4.01%	4

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

EXHIBIT B

LAKESIDE MASTER CONDOMINIUMS
SECOND AMENDMENT TO DECLARATION



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Jul 19, 2021 04:45 PM Fee: \$46.00

2021160966

Electronically Recorded

AFTER RECORDING RETURN TO:

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



15/ITC/2141623 -COM/VYS

**THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME
FOR
LAKESIDE MASTER CONDOMINIUMS
(A Master Condominium in Travis County, Texas)**

Declarant: MANSFIELD INVESTORS LLC, a Texas limited liability company

Cross reference to that certain (i) Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2018012904, Official Public Records of Travis County, Texas; (ii) First Amendment to Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2020199343, Official Public Records of Travis County, Texas; and (iii) Second Amendment to Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2021047145, Official Public Records of Travis County, Texas.

Executed to be effective on the 13 day of July, 2021.

DECLARANT:

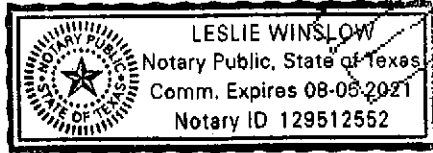
MANSFIELD INVESTORS LLC, a Texas limited liability company

By: [Signature]
Printed Name: Philip Busker
Title: Manager

THE STATE OF Tx §
COUNTY OF Harris §

This instrument was acknowledged before me this 13 day of July, 2021, by Philip Busker Manager of Mansfield Investors LLC, a Texas limited liability company, on behalf of said limited liability company.

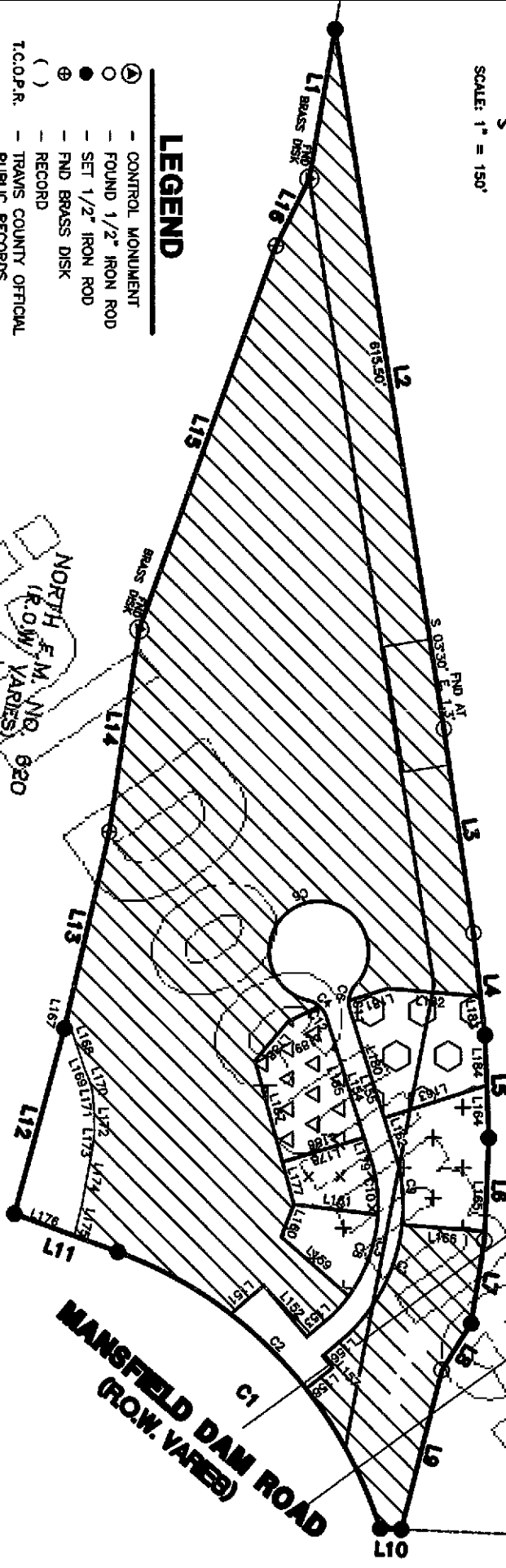
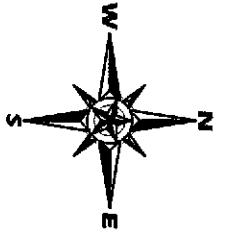
(SEAL)



[Signature]
Notary Public Signature

VILLAS AT COMMANDERS POINT HOA
 CALLED 3.421 ACRES (VACATED R.O.W.)
 (DOCUMENT NO. 2009198852, T.C.O.P.R.)

SCALE: 1" = 150'



LEGEND

- ⊙ — CONTROL MONUMENT
- — FOUND 1/2" IRON ROD
- — SET 1/2" IRON ROD
- ⊕ — FND BRASS DISK
- () — RECORD
- T.C.O.P.R. — TRAVIS COUNTY OFFICIAL PUBLIC RECORDS
- RMU1 — RESIDENTIAL MASTER UNIT 1
- RMU2 — RESIDENTIAL MASTER UNIT 2
- RMU3 — RESIDENTIAL MASTER UNIT 3
- RMU4 — RESIDENTIAL MASTER UNIT 4
- GCE — GENERAL COMMON ELEMENT
- DMU1 — DEVELOPMENT MASTER UNIT 1



LAKESIDE MASTER CONDOMINIUMS

(8.653) ACRES OF LAND, MORE OR LESS, OUT OF THE LEONARD ECK SURVEY NO. 164, THE C. F. MERWIN SURVEY NO. 184, AND THE W. P. MOORE SURVEY NO. 530, IN TRAVIS COUNTY, TEXAS, AND BEING THE SAME PROPERTY AS THAT (6.395-ACRE) PARCEL 1 TRACT 1 AND THAT (2.242-ACRE) PARCEL 11 CONVEYED BY SUZANNE B. CARPER TO MARK COLLINS BUILDERS, INC., IN A DEED DATED DECEMBER 28, 2009, RECORDED IN DOCUMENT NUMBER 2009212462, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT ANY PORTION OF SAID TRACT WHICH IS A PORTION OF THAT (3.669-ACRES) DESCRIBED BY METES AND BOUNDS IN EXHIBIT A-1 OF THAT EXCHANGE DEED RECORDED UNDER DOCUMENT NUMBER 2010023992, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Whidrose Land Services-Austin

4120 Commercial Center Dr.
 Suite 300
 Austin, Texas 78744

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DRAWN BY: MT
 DATE: 01/12/18
 JOB NO. 31555
 SHEET 1 OF 3

LINE AND CURVE TABLES

GCE CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C2	431.97'	14°08'37"	106.63'	S 44°14'31" W	106.36'
C3	151.59'	62°20'19"	164.93'	N 75°17'39" W	156.91'
C4	25.00'	57°13'46"	24.97'	N 41°47'30" E	23.95'
C5	50.00'	299°04'09"	260.99'	N 18°26'25" W	50.70'
C6	25.00'	60°45'52"	26.51'	S 75°19'27" E	25.29'
C7	176.59'	62°42'13"	193.26'	N 75°11'26" W	183.75'

GCE LINE TABLE

LINE	BEARING	DISTANCE
L151	N 40°13'52" W	44.06'
L152	N 49°46'08" E	66.90'
L153	N 40°13'52" W	33.58'
L154	S 72°27'51" W	152.31'
L155	N 72°27'51" E	152.54'
L156	S 40°13'52" E	34.40'
L157	N 49°46'08" E	15.11'
L158	S 38°17'22" E	33.84'
L167	N 77°06'55" W	12.16'
L168	N 71°17'39" E	56.28'
L169	N 67°48'38" E	11.13'
L170	N 73°33'13" E	7.84'
L171	N 83°21'50" E	21.33'
L172	N 89°51'59" E	25.26'
L173	S 83°58'29" E	11.34'
L174	S 79°17'48" E	60.21'
L175	S 75°41'05" E	30.48'
L176	S 20°03'11" W	64.00'

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L117	N 81°10'34" E	472.33'
L181	N 86°37'09" W	46.93'
L119	N 81°32'52" E	126.80'
L20	S 08°02'10" E	46.11'
L21	S 81°10'34" W	126.33'

RMU CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C8	151.59'	37°59'07"	87.27'	S 70°07'30" E	86.07'
C9	176.59'	22°47'37"	70.25'	S 84°51'16" W	69.79'
C10	151.59'	19°50'45"	52.51'	N 83°27'34" E	52.24'
C11	25.00'	18°44'13"	8.16'	S 83°39'43" W	8.14'
C12	25.00'	26°36'53"	12.49'	N 56°05'56" E	12.36'

BOUNDARY CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	431.97'	62°21'34"	394.75'	S 48°08'06" W	361.16'

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	N 80°06'07" W	151.92'
L2	N 81°08'30" E	705.93'
L3	N 87°43'26" E	205.89'
L4	N 83°32'58" E	102.23'
L5	N 87°47'15" E	102.26'
L6	S 87°30'47" E	302.40'
L7	S 88°59'03" E	83.36'
L8	S 57°52'34" E	55.11'
L9	S 56°25'17" E	163.26'
L10	S 02°35'15" W	21.14'
L11	S 20°03'11" W	110.71'
L12	N 74°41'51" W	191.02'
L13	N 77°06'55" W	201.19'
L14	N 81°22'40" W	204.12'
L15	N 70°10'30" W	406.68'
L16	N 63°10'30" W	74.66'

RMU LINE TABLE

LINE	BEARING	DISTANCE
L159	S 40°55'20" W	89.81'
L160	N 66°43'08" W	34.62'
L161	N 06°50'29" E	85.16'
L162	S 72°27'51" W	38.62'
L163	N 17°33'44" W	108.11'
L164	N 87°47'15" E	52.30'
L165	S 87°30'47" E	93.23'
L166	S 04°26'11" W	83.40'
L177	S 74°45'23" W	43.95'
L178	N 16°31'25" W	85.79'
L179	N 72°27'51" E	26.26'
L180	S 72°27'51" W	113.92'
L181	N 17°33'44" W	40.84'
L182	N 04°44'08" E	93.05'
L183	N 83°32'58" E	39.09'
L184	N 87°47'15" E	49.96'
L185	N 72°27'51" E	126.05'
L186	S 16°31'25" E	86.79'
L187	S 74°45'23" W	104.36'
L188	N 49°17'39" W	51.24'
L189	N 26°00'11" W	34.93'

COMMITMENT NOTES

- 1) THIS SURVEY WAS BASED ON THE TITLE COMMITMENT FROM STEWART TITLE COMPANY, GF#01247-51069.
- 2) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY VOL. 660, PG. 216, T.C.D.R.
- 3) SUBJECT TO 100' ELECTRIC EASEMENT TO THE LOWER COLORADO RIVER AUTHORITY BY VOL. 800, PG. 372, T.C.D.R., AS SHOWN HEREON.
- 4) SUBJECT TO GAS FACILITIES EASEMENT AGREEMENT TO SHARP COMMUNITY ENERGY, INC. BY DOC. NO. 2009212461, T.C.O.P.R. AS SHOWN HEREON.
- 5) SUBJECT TO OVERFLOW AND INUNDATION EASEMENT TO THE CITY OF AUSTIN BY VOL. 593, PG. 288, T.C.D.R.
- 6) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2007181842, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.
- 7) UNDERGROUND ELECTRIC UTILITY EASEMENT TO THE CITY OF AUSTIN BY DOC. NO. 2009095224, T.C.O.P.R. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.
- 8) SUBJECT TO UTILITY EASEMENT (BLANKET IN NATURE) TO TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 17 BY DOC. NO. 2014067956, T.C.O.P.R.
- 9) SUBJECT TO ELECTRIC UTILITY EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2015032493, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.



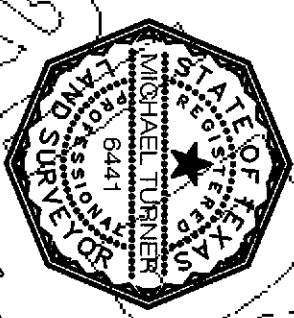
Wildhorse Land Services-Austin
 4120 Commercial Center Dr.
 Suite 300
 Austin, Texas 78744

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LAKESIDE MASTER CONDOMINIUMS

THIS FLAT CONTAINS THE INFORMATION REQUIRED BY SECTION 82.089 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE

TRAVIS COUNTY, TEXAS



Michael Turner
 MICHAEL TURNER
 TEXAS R.P.L.S. NO. 6441
 FIRM REGISTRATION NO. 10110400
 DATE 1/12/18

REVISED: 01/26/18
 REVISED: 09/21/2020
 REVISED: 02/05/21
 REVISED: 07/07/21

LAKESIDE MASTER CONDOMINIUMS

GENERAL NOTES:

- 1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE CONDOMINIUM PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS. (1) IN THE DECLARATION OF CONDOMINIUM REGIME FOR LAKESIDE MASTER CONDOMINIUMS (THE "DECLARATION") OR (II) ON THE CONDOMINIUM PLAT OF THE REGIME.
- 2) OWNERSHIP AND USE OF CONDOMINIUM UNITS ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.
- 3) THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION 82.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.

DRAWN BY: MT JOB NO. 31555
 DATE: 01/12/18 SHEET 3 OF 3

EXHIBIT B**SCHEDULE OF COMMON INTEREST ALLOCATION,
COMMON EXPENSE LIABILITY, AND VOTES**

Master Unit	Common Interest Allocation and Common Expense Liability	Votes
Development Master Unit 1	86.15%	86
Residential Master Unit 1	5.10%	5
Residential Master Unit 2	1.59%	2
Residential Master Unit 3	4.01%	4
Residential Master Unit 4	3.15%	3

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

EXHIBIT B

LAKESIDE MASTER CONDOMINIUMS
THIRD AMENDMENT TO DECLARATION

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Ra

Rebecca Guerrero, County Clerk
Travis County, Texas

Jul 26, 2022 03:39 PM Fee: \$58.00

2022127961

Electronically Recorded

AFTER RECORDING RETURN TO:



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

**FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME
FOR
LAKESIDE MASTER CONDOMINIUMS
(A Master Condominium in Travis County, Texas)**

Declarant: MANSFIELD INVESTORS LLC, a Texas limited liability company

Cross reference to that certain (i) Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2018012904, Official Public Records of Travis County, Texas; (ii) First Amendment to Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2020199343, Official Public Records of Travis County, Texas; (iii) Second Amendment to Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2021047145, Official Public Records of Travis County, Texas; and Third Amendment to Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2021160966, Official Public Records of Travis County, Texas.

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME
FOR
LAKESIDE MASTER CONDOMINIUMS**

This Fourth Amendment to Declaration of Condominium Regime for Lakeside Master Condominiums (the "**Amendment**") is made by **MANSFIELD INVESTORS LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS:

A. Lakeside Master Condominiums, a master condominium project (the "**Regime**"), located in Travis County, Texas, was established pursuant to that certain Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2018012904, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2020199343, Official Public Records of Travis County, Texas, that certain Second Amendment to Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2021047145, Official Public Records of Travis County, Texas, and Third Amendment to Declaration of Condominium Regime for Lakeside Master Condominiums recorded under Document No. 2021160966, Official Public Records of Travis County, Texas (collectively, the "**Declaration**").

B. Pursuant to *Section 15.3.1(v)* of the Declaration, Declarant may amend the Declaration unilaterally, and without the consent of other Owners or any mortgagee, to subdivide, combine, or reconfigure Master Units or convert Master Units into additional Master Units and/or Common Elements.

C. Pursuant to *Section 3.3.3* of the Declaration, Declarant reserved the Development Rights and reserved the right by Recording an amendment to the Declaration, to supplement or modify any Master Unit by adding additional facilities or deleting facilities, to designate additional portions of the Regime as part of any Master Unit, to subdivide a Master Unit into additional Master Units, to combine Units or to designate all or a portion of any Master Unit as Limited Common Elements or General Common Elements.

D. The Development Period is a seventy-five (75) year period commencing on the date the Declaration was recorded in the Official Public Records of Travis County, Texas. The Declaration was recorded in the Official Public Records of Travis County, Texas on January 29, 2018. Accordingly, the Development Period has not yet expired.

E. Declarant now desires to amend the Declaration for the purposes of subdividing a portion of Development Master Unit 1 to create Residential Master Unit 5 and Residential Master Unit 6. The total number of Master Units within the Regime after giving effect to this Amendment is equal to seven (7).

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Subdivision of Development Master Unit 1 and Creation of Residential Master Unit 5 and Residential Master Unit 6.** In accordance with the rights reserved by the Declarant pursuant to *Section 3.3.3* and *15.3.1(v)* of the Declaration, Declarant hereby subdivides a portion of Development Master Unit 1 into additional Master Units (the "**Subdivided Portion**") and creates Residential Master Unit 5 ("**Residential Master Unit 5**") and Residential Master Unit 6 ("**Residential Master Unit 6**") out of the Subdivided Portion.

2. **Replacement of Attachment 1 – Plat and Plans.** Attachment 1 to the Declaration is hereby deleted in its entirety and replaced with Exhibit A attached hereto and incorporated herein (the "**New Plat and Plans**"). The New Plat and Plans: (i) assign an identifying number to all Master Units; (ii) show the boundaries of all Master Units; and (iii) include the information required by Section 82.059 of the Act.

3. **Replacement of Schedule of Allocated Interests.** The percentage interests allocated to all Master Units within the Regime is set forth on Exhibit B attached hereto and incorporated herein. Exhibit B attached hereto will supersede and replace Attachment 3 to the Declaration.

4. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective on the 19 day of July, 2022.

DECLARANT:

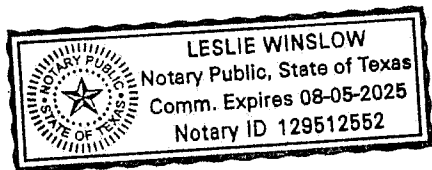
MANSFIELD INVESTORS LLC, a Texas limited liability company

By: [Signature]
Printed Name: Philip Busker
Title: Manager

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me this 19 day of July, 2022, by Philip Busker, Manager of Mansfield Investors LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



[Signature]
Notary Public Signature

EXHIBIT A

NEW PLAT AND PLANS

The plat and plans, attached hereto as Exhibit A, contain the information required by the Texas Uniform Condominium Act.

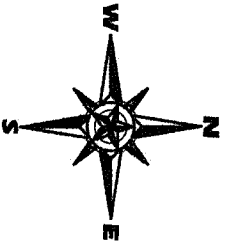
Printed Name: Michael Turner

RPLS No. 6441

SEE SHEET 3 FOR ORIGINAL CERTIFICATION

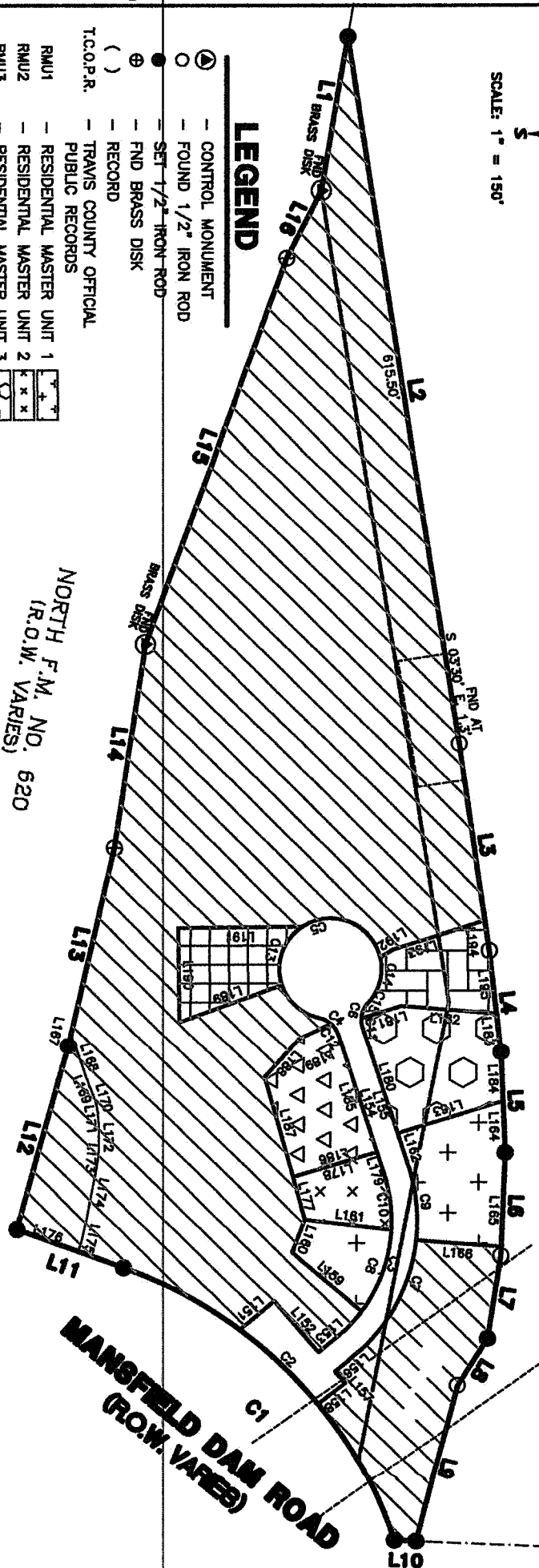
EXHIBIT A

LAKESIDE MASTER CONDOMINIUMS
FOURTH AMENDMENT TO DECLARATION



SCALE: 1" = 150'

VILLAS AT COMMANDERS POINT HOA
CALLED 3.421 ACRES (VACATED R.O.W.),
(DOCUMENT NO. 2009198868, T.C.O.P.R.)



LEGEND

- — CONTROL MONUMENT
- — FOUND 1/2" IRON ROD
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- () — RECORD
- T.C.O.P.R. — TRAVIS COUNTY OFFICIAL PUBLIC RECORDS
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- RMU4 — RESIDENTIAL MASTER UNIT 4
- RMU5 — RESIDENTIAL MASTER UNIT 5
- RMU6 — RESIDENTIAL MASTER UNIT 6
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- DMU1 — DEVELOPMENT MASTER UNIT 1



Windrose Land Services-Austin

4120 Commercial Center Dr.
Suite 300

Austin, Texas 78744

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LAKESIDE MASTER CONDOMINIUMS

(8.653) ACRES OF LAND, MORE OR LESS, OUT OF THE LEONARD ECK SURVEY NO. 164, THE C. F. MERWIN SURVEY NO. 184, AND THE W. P. MOORE SURVEY NO. 530, IN TRAVIS COUNTY, TEXAS, AND BEING THE SAME PROPERTY AS THAT (6.395-ACRE) PARCEL 1 TRACT 1 AND THAT (2.242-ACRE) PARCEL 2 CONVEYED BY SUZANNE B. CARPER TO MARK COLLINS BUILDERS, INC., IN A DEED DATED DECEMBER 28, 2009, RECORDED IN DOCUMENT NUMBER 2009212462, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT ANY PORTION OF SAID TRACT WHICH IS A PORTION OF THAT (3.669-ACRES) DESCRIBED BY METES AND BOUNDS IN EXHIBIT A-1 OF THAT EXCHANGE DEED RECORDED UNDER DOCUMENT NUMBER 2010023992, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DRAWN BY: MT
DATE: 01/12/18
JOB NO. 31555
SHEET 1 OF 3

GCE CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
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LINE AND CURVE TABLES

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C11	25.00'	18°44'13"	8.18'	S 83°39'43" W	8.14'
C12	25.00'	28°36'53"	12.49'	N 56°05'56" E	12.36'
C13	50.00'	75°17'40"	65.71'	N 71°01'21" W	61.08'
C14	50.00'	54°23'24"	47.46'	S 76°08'02" E	45.70'
C15	25.00'	42°01'40"	18.34'	S 65°57'20" E	17.93'

BOUNDARY CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	431.97'	52°21'34"	394.75'	S 46°08'06" W	381.16'

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L17	N 81°10'34" E	472.31'
L18	N 08°37'09" W	46.93'
L19	N 81°32'57" E	126.80'
L20	S 08°02'10" E	46.11'
L21	S 81°10'34" W	126.33'

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	N 80°06'07" W	151.22'
L2	N 81°08'30" E	705.93'
L3	N 81°43'25" E	205.66'
L4	N 83°32'58" E	102.22'
L5	N 87°47'15" E	102.26'
L6	S 87°30'47" E	102.40'
L7	S 80°55'03" E	83.36'
L8	S 57°52'39" E	55.11'
L9	S 75°25'12" E	163.26'
L10	S 02°35'15" W	21.14'
L11	S 20°03'11" W	110.71'
L12	N 74°41'51" W	191.02'
L13	N 77°06'55" W	201.19'
L14	N 81°22'40" W	204.12'
L15	N 70°10'30" W	406.66'
L16	N 63°10'30" W	74.68'

RMU LINE TABLE

LINE	BEARING	DISTANCE
L159	S 40°55'20" W	89.81'
L160	N 68°43'08" W	34.62'
L161	N 06°50'29" E	85.16'
L162	S 72°27'51" W	35.82'
L163	N 17°33'44" W	108.11'
L164	N 87°47'15" E	52.30'
L165	S 87°30'47" E	93.23'
L166	S 04°26'11" W	83.40'
L177	S 74°45'23" W	43.95'
L178	N 16°31'25" W	85.79'
L179	N 72°27'51" E	26.26'
L180	S 72°27'51" W	113.92'
L181	N 17°33'44" W	40.84'
L182	N 04°44'08" E	93.05'
L183	N 83°32'58" E	39.09'
L184	N 87°47'15" E	49.96'
L185	N 72°27'51" E	126.05'
L186	S 16°31'25" E	85.79'
L187	S 74°45'23" W	104.36'
L188	N 49°17'39" W	51.24'
L189	N 26°00'11" W	34.93'
L189	S 20°13'43" E	106.94'
L190	S 89°27'07" W	93.58'
L191	N 00°32'53" W	121.11'
L192	N 32°15'53" W	14.22'
L193	N 17°33'44" W	94.69'
L194	N 81°43'25" E	29.81'
L195	N 83°32'58" E	63.19'

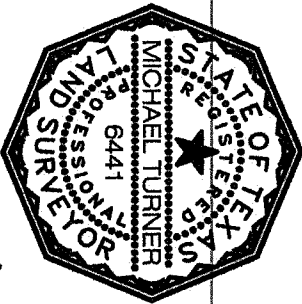
COMMENT NOTES

- 1) THIS SURVEY WAS BASED ON THE TITLE COMMITMENT FROM STEWART TITLE COMPANY, GF#01247-51069.
- 2) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY VOL. 660, PG. 216, T.C.D.R.
- 3) SUBJECT TO 100' ELECTRIC EASEMENT TO THE LOWER COLORADO RIVER AUTHORITY BY VOL. 600, PG. 572, T.C.D.R., AS SHOWN HEREON.
- 4) SUBJECT TO GAS FACILITIES EASEMENT AGREEMENT TO SHARP COMMUNITY ENERGY, INC. BY DOC. NO. 2009212461, T.C.O.P.R. AS SHOWN HEREON.
- 5) SUBJECT TO OVERFLOW AND INUNDATION EASEMENT TO THE CITY OF AUSTIN BY VOL. 593, PG. 288, T.C.D.R.
- 6) SUBJECT TO AN ELECTRIC EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2007181842, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.
- 7) UNDERGROUND ELECTRIC UTILITY EASEMENT TO THE CITY OF AUSTIN BY DOC. NO. 2009095224, T.C.O.P.R. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.
- 8) SUBJECT TO UTILITY EASEMENT (BLANKET IN NATURE) TO TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 17 BY DOC. NO. 2014067956, T.C.O.P.R.
- 9) SUBJECT TO ELECTRIC UTILITY EASEMENT (BLANKET IN NATURE) TO THE CITY OF AUSTIN BY DOC. NO. 2015052493, T.C.O.P.R. NO DESCRIPTION OF THE EASEMENT AREA INCLUDED.

LAKEBIDE MASTER CONDOMINIUMS

THIS PLAT CONTAINS THE INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE

TRAVIS COUNTY, TEXAS



[Handwritten Signature]
 1/12/18

MICHAEL TURNER DATE
 TEXAS R.P.L.S. NO. 6441
 FIRM REGISTRATION NO. 10110400

REVISED: 01/26/18
 REVISED: 09/21/2020
 REVISED: 02/05/21
 REVISED: 07/07/21

GENERAL NOTES:

- 1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE CONDOMINIUM PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (I) IN THE DECLARATION OF CONDOMINIUM REGIME FOR LAKEBIDE MASTER CONDOMINIUMS (THE "DECLARATION") OR (II) ON THE CONDOMINIUM PLAT OF THE REGIME.
- 2) OWNERSHIP AND USE OF CONDOMINIUM UNITS ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.
- 3) THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION 82.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.



Windrose Land Services-Austin
 4120 Commercial Center Dr.
 Suite 300

Austin, Texas 78744

TEL. (512) 328-2100 FAX (512) 326-2770

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LAKEBIDE MASTER CONDOMINIUMS

DRAWN BY: MT JOB NO. 31555
 DATE: 01/12/18 SHEET 3 OF 3

EXHIBIT B**SCHEDULE OF COMMON INTEREST ALLOCATION,
COMMON EXPENSE LIABILITY, AND VOTES**

Master Unit	Common Interest Allocation and Common Expense Liability	Votes
Development Master Unit 1	81.37%	81
Residential Master Unit 1	5.10%	5
Residential Master Unit 2	1.59%	2
Residential Master Unit 3	4.01%	4
Residential Master Unit 4	3.15%	3
Residential Master Unit 5	2.33%	2
Residential Master Unit 6	2.45%	2

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

EXHIBIT B

LAKESIDE MASTER CONDOMINIUMS
FOURTH AMENDMENT TO DECLARATION

LAKESIDE VILLAS CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

ATTACHMENT 3

RESIDENTIAL UNITS AND COMMON INTEREST ALLOCATIONS

Unit Number	Common Interest Allocation
321	5.075%
331	5.065%
421	4.930%
431	4.930%
521	5.075%
531	5.065%
621	4.930%
631	4.930%
721	5.075%
731	5.065%
821	4.930%
831	4.930%
921	5.075%
931	5.065%
1021	4.930%
1031	4.930%
1121	5.075%
1131	5.065%
1221	4.930%
1231	4.930%

LAKESIDE VILLAS CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

ATTACHMENT 4

BUDGETS

Lakeside Master Condominium Community Inc

2018 Budget Projection

		2018
DMU Assessment Rate (94.90%):	\$	55,116.02
RMU Assessment Rate (5.10%):	\$	2,961.98

INCOME

Assessment Income \$ 58,078

TOTAL INCOME \$ 58,078

EXPENSES

ADMINISTRATIVE

Office Supplies/Copies \$ 10
 Postage/Delivery \$ 10
 Misc. General Expenses \$ 50
 Accounting (tax return) \$ 350 Federal & Franchise Tax Returns
 Annual Audit \$ 750 Required by TUCA & Declaration
 Management Fees \$ 8,400

Total Administrative \$ 9,570

UTILITIES

Electric Service \$ 1,800 4300 Mansfield Dam HP - fountain, gate, etc
 Telephone \$ 600 gate phone line

Total Utilities \$ 2,400

PROPERTY EXPENSES

Maint/Repair-Misc. \$ 1,000
 Auto Gates/Access Control \$ 1,000
 Fountain Maint/Repair \$ 3,000 Pool-Brite Contract
 Landscape Maintenance \$ 12,588 Lawn Whisperer Base Contract
 Pond Maintenance \$ 15,520 Estimate

Total Property Expense \$ 33,108

TAXES & INSURANCE

Insurance- Package \$ 5,500 Estimate-D&O, Crime, GL, Property, Umb

Total Tax & Insurance \$ 5,500

TOTAL OPER. EXPENSES \$ 50,578

NON-OPERATING EXPENSES

Operating Reserves \$ -
 Reserve Allocation \$ 7,500
 (see projected LTCE below)

Total Reserves \$ 7,500

TOTAL EXP & RESERVES \$ 58,078

NET FUND CHANGE \$ 7,500

Projected Cash Balance \$ 7,500

Reserve Allocation- Cumulative \$ 7,500

Lakside at the Park Condominium Community, Inc.

2018 Budget Projection

	<u>2018</u>		<u>Estimate of Monthly Assessments for 2018</u>	
	0		<u>Residential Unit</u>	<u>Monthly Assessment</u>
Builder Lots Sales	0			
Home Sales (Owners)	6	Total Homes	321	\$301.24
Cumulative Home Sales	6	6	331	\$292.53
			421	\$281.67
			431	\$288.76
			621	\$281.67
			631	\$288.76
INCOME				
Assessment Income	\$ 20,816			
Reserve Fund Contribution (est 2 mos dues)	\$ 3,469			
Developer Subsidy	\$ 4,246			
	=====			
TOTAL INCOME	\$ 28,531			
EXPENSES				
<i>ADMINISTRATIVE</i>				
Office Supplies/Copies	\$ 31			
Postage/Delivery	\$ 17			
Coupon Books	\$ 24			
Misc. General Expenses	\$ 50			
Accounting (tax return)	\$ 350	Federal & Franchise Tax Returns		
Annual Audit	\$ 750			
Management Fees	\$ 3,000	"Bookkeeping & Consulting"		
Master Association Dues	\$ 2,962	See "Master" Tab		
	=====			
Total Administrative	\$ 7,184			
<i>UTILITIES</i>				
Electric Service	\$ 1,440	House meters for 3 buildings		
Trash	\$ -	Progressive Contract Price-paid by each owner		
	=====			
Total Utilities	\$ 1,440			
<i>PROPERTY EXPENSES</i>				
Landscape Maintenance	\$ 3,756	Lawn Whisperer Base Contract		
Maint/Repair-Misc.	\$ 2,000			
Misc. Property Expenses	\$ 100			
	=====			
Total Property Expense	\$ 5,856			
<i>TAXES & INSURANCE</i>				
Insurance- Package	\$ 8,500	Estimate-D&O, Crime, GL, Property, Umb		
	=====			
Total Tax & Insurance	\$ 8,500			
TOTAL OPER. EXPENSES	\$ 22,980			
NON-OPERATING EXPENSES				
Operating Reserves	\$ -			
Reserve Allocation	\$ 5,551			
(see projected LTCE below)				
Total Reserves	\$ 5,551			
TOTAL EXP & RESERVES	\$ 28,531			
NET FUND CHANGE	\$ 5,551			
Projected Cash Balance	\$ 5,551			

LAKESIDE VILLAS CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

ATTACHMENT 5

LIMITED WARRANTY

Unit: _____

LIMITED WARRANTY

This limited warranty ("**Limited Warranty**") constitutes the sole and only warranty regarding the labor and materials used in the construction of above-described Unit and appurtenant common elements (collectively, the "**Subject Property**") pursuant to the provisions of that certain Agreement of Sale and Purchase between Purchaser and Seller.

Seller warrants that all construction and materials incorporated in and made a part of the Subject Property shall remain free from material defect in workmanship and quality for a period of one (1) year from the date of Closing. A "material defect" means a defect that either fails to conform to the latest version of the plans and specifications for the Subject Property as of the date of this Limited Warranty or fails to conform to the standard of quality of construction of residential condominiums prevalent in Travis County, Texas as of the date of this Limited Warranty. Purchaser must give Seller written notice of any material defect within ten (10) days after Purchaser's discovery of the defect; provided, in any event that such notice must be given prior to expiration of this Limited Warranty. Any such notice shall be addressed to Seller at the address set forth below or such other address for notice furnished to Purchaser in writing. Purchaser's sole remedy (in lieu of all remedies implied by law or otherwise) against Seller in connection with such material defects shall be to require Seller to correct the defect in material or workmanship. Seller shall determine, in Seller's sole discretion, whether any material defect covered by this Limited Warranty shall be repaired or replaced.

Consumer Products (as such term is used and defined by the Federal Trade Commission) that are covered by the Magnuson-Moss Warranty Act when sold as part of a home are EXCLUDED from this Limited Warranty. Such Consumer Products are covered solely to the extent of any manufacturers' and/or suppliers' warranties. Seller hereby assigns to Purchaser all manufacturer warranties covering such Consumer Products used in the Unit and transferred to Purchaser by virtue of Purchaser's purchase of the Unit. Purchaser's sole remedy for the malfunction or defect in materials or workmanship of equipment or appliances installed in the Subject Property by Seller or its agents or subcontractors ("**Installers**"), are specifically limited to the warranty provided by the manufacturer of such equipment or appliance, unless such claimed defect is or was caused by installation by Installers, in which event, this Limited Warranty applies. For purposes of illustration and not by way of limitation, such appliances and equipment include the following: refrigerators, freezers, ice makers, microwave ovens, conventional ovens, range tops, dishwashers, garbage disposals, trash compactors, clothes washers and dryers, heating and air conditioning units, hot water heaters, garage door openers, intercom systems, security systems and audio and video equipment.

This Limited Warranty gives Purchaser specific legal rights and Purchaser may also have other rights under Texas law.

The following are limitations to or exceptions from the warranty:

A. All claims under this warranty MUST BE MADE IN WRITING and delivered to Seller prior to expiration of this Limited Warranty. The written notice must identify the nature of

the defect, the date the defect first occurred, the loss or damage claimed, the times that the Seller may have access to the Subject Property to inspect the loss or damage and, if necessary, take corrective action.

Purchaser must:

- 1) Contact Seller, Seller, or its representatives, in the most expeditious manner possible;
- 2) Do everything within the Purchaser's power to mitigate any damage being caused by the problem; and
- 3) Accomplish mitigation with prudence and with due regard for relative costs. Seller shall only bear those Purchaser-incurred costs that are reasonable and competitive in the opinion of Seller.

B. Seller must be given reasonable time to correct defects to allow subcontractors and vendors to correct defects. Purchaser acknowledges that work and materials originally supplied through subcontractors and vendors may be warranted to Seller by the subcontractors and vendors. Service by these third parties is not one hundred percent (100%) under the control of Seller and may not always be as prompt as desired by Purchaser or Seller.

C. No wood items (other than doors, windows, wood cabinets and countertops) are guaranteed against warping, splitting, shrinking or other characteristics known to be common to wood at this particular locale and climate.

D. Cosmetic cracks in sheetrock, wood trim, caulking, stucco, or tile grout joints caused by the normal drying out and settling of construction are not covered under this warranty. Cosmetic cracks or separation in the surface of ceramic tile installed directly on to the concrete foundation or wood floor or concrete on metal decking caused by normal expansion and contraction of the foundation and framing are not covered under this warranty. Exposed concrete is not warranted against cosmetic cracking or variations in color.

E. All items which were contracted for directly by Purchaser, whether administered by Seller or not, are NOT warranted by Seller. This exclusion includes modifications or changes to the original construction.

F. Any item which is a change order to the standard specifications but are performed at cost, without profit or at minimal charge as an accommodation to Purchaser, carry no warranty by Seller.

G. This Limited Warranty is personal to Purchaser and may not be assigned. No assignment shall be permitted without the prior written consent of Seller.

H. The introduction of excessive water into the Subject Property must not occur.

LIMITED WARRANTY - EXHIBIT F

I. Normal settling of the Subject Property within tolerances generally acceptable under the building standards in effect for the geographic area in which the Subject Property is situated.

FOR BREACH OF THIS LIMITED WARRANTY, DAMAGES INCURRED BY PURCHASER ARE LIMITED TO THE LESSER OF THE COST TO REPAIR OR REPLACE THE DEFECTIVE ITEM OR THE DECREASE IN THE MARKET VALUE OF THE ITEM AFFECTED BECAUSE OF THE DEFECT. IN NO CASE SHALL SELLER BE LIABLE TO PURCHASER FOR PUNITIVE, INCIDENTAL, SPECULATIVE OR CONSEQUENTIAL DAMAGES AS A RESULT OF ANY BREACH OF THIS LIMITED WARRANTY.

SELLER DISCLAIMS ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED (OTHER THAN THE WARRANTY OF TITLE SET FORTH IN THE DEED FOR THE UNIT), INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR USE, REGARDING THE IMPROVEMENTS, FIXTURES, EQUIPMENT, MATERIALS, OR OTHER PROPERTY LOCATED ON OR BEING A PART OF THE REAL PROPERTY SOLD TO PURCHASER PURSUANT TO THE PURCHASE AND SALE AGREEMENT. NO SAMPLE OR MODEL HAS BEEN MADE PART OF THE BASIS OF THE BARGAIN OR HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE WHOLE OF THE GOODS WOULD CONFORM TO ANY SUCH SAMPLE OR MODEL.

PURCHASER, BY SIGNING THIS LIMITED WARRANTY, WAIVES ANY CLAIM OR CAUSE OF ACTION AGAINST SELLER AND ANY CONTRACTORS OR VENDORS HIRED BY SELLER UNDER ANY THEORY OF IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONSTRUCTION AND THAT ANY SUCH IMPLIED WARRANTY, TO THE EXTENT IT EXISTS IN TEXAS, IS EXPRESSLY REPLACED BY THE TERMS OF THIS LIMITED WARRANTY.

SELLER SPECIFICALLY DISCLAIMS, AND PURCHASER SPECIFICALLY WAIVES AND RELEASES SELLER AND ANY CONTRACTORS OR VENDOR HIRED BY SELLER FROM, ANY CLAIMS OR LIABILITY FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES TO ANY PERSON OR REAL OR PERSONAL PROPERTY, INCLUDING THE REAL PROPERTY UNDERLYING THE REGIME, RESULTING FROM A DEFECT OR FLAW IN ANY CONSTRUCTION OR MATERIALS.

SELLER MAKES NO REPRESENTATION OR WARRANTY CONCERNING ANY GEOLOGICAL OR ENVIRONMENTAL MATTERS AND SPECIFICALLY EXCLUDES GEOLOGICAL AND ENVIRONMENTAL MATTERS FROM THIS LIMITED WARRANTY.

PURCHASER HEREBY ACKNOWLEDGES AND ACCEPTS SUCH DISCLAIMERS AND WAIVES ANY AND ALL RIGHTS PURCHASER MAY HAVE BY VIRTUE OF THE REPRESENTATIONS AND WARRANTIES DISCLAIMED. EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, PURCHASER ASSUMES THE RISK OF DAMAGE OCCURRING ON OR IN THE SUBJECT PROPERTY AFTER THE CLOSING, REGARDLESS OF THE CAUSE.

LIMITED WARRANTY - EXHIBIT F

*NOTE: This Limited Warranty has been prepared to comply with the disclosure requirements of the federal Magnuson-Moss Warranty - Federal Trade Improvement Act (15 U.S.C. § 2301, as amended).

LIMITED WARRANTY - EXHIBIT F

4822-3376-4439v.3
58699-1 2/2/2018

LAKESIDE VILLAS CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

ATTACHMENT 6

RESIDENTIAL COMMUNITY MANUAL, AS SUPPLEMENTED

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM



LAKESIDE VILLAS CONDOMINIUMS

COMMUNITY MANUAL

Consisting of:

Certificate of Formation

Bylaws

Initial Rules & Regulations

Assessment Collection Policy

Fine Policy

Mold Policy

Certification and Acknowledgment

PROPERTY

Lakeside Villas Condominiums are located at 4300 Mansfield Dam Road and are subject to the Declaration of Condominium Regime for Lakeside Villas Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas.

**LAKESIDE VILLAS CONDOMINIUMS
COMMUNITY MANUAL**

TABLE OF CONTENTS

CERTIFICATE OF FORMATION	ATTACHMENT 1
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CERTIFICATION AND ACKNOWLEDGEMENT	ATTACHMENT 7

ATTACHMENT 1

**CERTIFICATE OF FORMATION
OF
LAKESIDE VILLAS CONDOMINIUM COMMUNITY, INC.**



Office of the Secretary of State

CERTIFICATE OF FILING OF

Lakeside Villas Condominium Community, Inc.
File Number: 802456665

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

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

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

Dated: 05/11/2016

Effective: 05/11/2016



A handwritten signature in black ink, appearing to read "Cascos".

Carlos H. Cascos
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

MAY 11 2016

Corporations Section

**CERTIFICATE OF FORMATION
OF
LAKESIDE VILLAS CONDOMINIUM COMMUNITY, INC.**

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

**ARTICLE I
NAME**

The name of the corporation is: Lakeside Villas Condominium Community, Inc. (hereinafter called the "Association").

**ARTICLE II
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III
DURATION**

The Association shall exist perpetually.

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

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

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

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

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

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

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 12921 Zen Gardens Way, Austin, Texas 78732. The name of its initial registered agent at such address is David Pikoff.

**ARTICLE VI
MEMBERSHIP**

Membership in the Association shall be determined by the Declaration.

**ARTICLE VII
VOTING RIGHTS**

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

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

NAME

Robert D. Burton

ADDRESS

401 Congress Avenue, Suite 2100
Austin, Texas 78701

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals. The Board shall fulfill all of the functions of, and possess all

powers granted to, Boards of Directors for nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be increased in accordance with the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
David Pikoff	12921 Zen Gardens Way Austin, Texas 78732
Phil Busker	13117 Zen Gardens Way Austin, Texas 78732
Jeffrey Gillespey	11820 Mira Mesa Drive Austin, Texas 78732

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

ARTICLE X LIMITATION OF DIRECTOR LIABILITY

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

ARTICLE XI INDEMNIFICATION

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

**ARTICLE XII
DISSOLUTION**

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

**ARTICLE XIII
ACTION WITHOUT MEETING**

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

**ARTICLE XIV
AMENDMENT**

Except as otherwise provided by the terms and provisions of Article IV of this Certificate of Formation, this Certificate of Formation may be amended by the Declarant during the Development Period or by a Majority of the Board of Directors; provided, however, that any amendment to this Certificate of Formation by a Majority of the Board of Directors must be approved in advance and in writing by the Declarant during the Development Period. In the case of any conflict between the Declaration and this Certificate of Formation, the Declaration shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 11 day of

Mary, 2016.



Robert D. Burton, Incorporator

ATTACHMENT 2

LAKESIDE VILLAS CONDOMINIUM COMMUNITY, INC.

BYLAWS

(a Texas condominium association)

ARTICLE 1

INTRODUCTION

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

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

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

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

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

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

ARTICLE 2

BOARD OF DIRECTORS

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

LAKESIDE VILLAS CONDOMINIUMS
COMMUNITY MANUAL

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

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

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

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

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

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

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

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

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

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

2.5. **Removal of Directors.**

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

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

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

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

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

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

2.6. **Meetings of the Board.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 **OFFICERS**

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

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

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

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

3.5. Description of Principal Offices.

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

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

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

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

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

ARTICLE 4 **MEETINGS OF THE ASSOCIATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 RULES

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

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

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

ARTICLE 6 ENFORCEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7

OBLIGATIONS OF THE OWNERS

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

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

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

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

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

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

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

ARTICLE 8

ASSOCIATION RECORDS

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

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

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

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

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

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

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

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

ARTICLE 9 NOTICES

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

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

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

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

ARTICLE 10 **DECLARANT PROVISIONS**

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

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

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

ARTICLE 11 **AMENDMENTS TO BYLAWS**

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

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

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

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

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

ARTICLE 12

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 3

INITIAL RULES & REGULATIONS

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

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

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

A. COMPLIANCE

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

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

B. OBLIGATIONS OF OWNERS AND OCCUPANTS

- B-1. Damage. An Owner is responsible for any loss or damage he causes to his Unit, other Units, the personal property of other Occupants or their guests, or to the Common Elements.
- B-2. Association Does Not Insure. A person assumes full risk and sole responsibility for placing his personal property in or on the Property. Each Occupant is solely responsible for insuring his personal property in the Unit and on the Property, including his furnishings and vehicles. THE ASSOCIATION STRONGLY RECOMMENDS THAT ALL OWNERS AND OCCUPANTS PURCHASE AND MAINTAIN INSURANCE ON THEIR PERSONAL BELONGINGS.
- B-3. Risk Management. An Owner may not permit anything to be done or kept in his Unit or the Common Elements that is illegal or that may result in the cancellation of insurance on the Property.
- B-4. Reimbursement for Enforcement. An Owner must promptly reimburse the Association for any expense incurred by the Association to enforce the Documents against the Owner, his Unit, or persons for whom the Owner is responsible.
- B-5. Reimbursement for Damage. An Owner must promptly reimburse the Association for the cost of damage to the Property caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.

- B-6. No Garage Sales. Without the Board's prior written permission, no person may conduct at the Property a sale or activity that is advertised or attractive to the public, such as garage sales, car sales, or estate sales. This Section does not apply to marketing the sale or rental of a Unit, unless combined with a prohibited activity.
- B-7. Supervision of Minors. For their own well-being and protection, persons who are legally incompetent or younger than 18 years must be under the general control and supervision of their parents or guardians at all times while on the Property.

C. OCCUPANCY STANDARDS

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

D. FIRE AND SAFETY

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

- D-5. Safety Equipment. No person may use, tamper with, or modify the fire and safety equipment, if any, in the Common Elements of the Property, such as alarms, extinguishers, monitors, and self-closing gates or doors. This Section may not be construed to require the installation or use of such equipment.
- D-6. Security. The Association may, but is not obligated to, maintain or support certain activities within the Property designed to make the Property less attractive to intruders than it otherwise might be. The Association, its directors, committees, Members, agents, and employees will not in any way be considered an insurer or guarantor of security within the Property, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Occupant, guest, and invitee on the Property assumes all risk for loss or damage to his person, to his Unit, to the contents of his Unit, and to any other of his property on the Property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment, or measures recommended, installed, or undertaken within the Property.
- D-7. Responsibility. Each Owner and Occupant is solely responsible for his or her own safety and for the safety, well-being, and supervision of his or her guests and/or invitees and any person on the Property to whom the Owner or Occupant has a duty of care, control, or custody.

E. GENERAL USE AND MAINTENANCE OF UNIT

- E-1. Residential Use. Each Unit must be used solely for residential use, and may not be used for commercial or business purposes, except as permitted in the Declaration. This restriction does not prohibit an Occupant from using his Unit for personal, business, or professional pursuits, provided that: (a) the non-residential use is incidental to the Unit's residential use; (b) the use conforms to applicable laws and ordinances; (c) there is no external evidence of the non-residential use; (d) the non-residential use does not entail visits to the Unit by the public, employees, suppliers, or clients; and (e) the non-residential use does not interfere with the use and enjoyment of neighboring Units.
- E-2. Annoyance. An Occupant may not use his Unit in a way that: (a) annoys Occupants of neighboring Units; (b) reduces the desirability of the Property as a residential community; (c) endangers the health or safety of other Occupants; or (d) violates any law or any provision of the Documents.
- E-3. Maintenance. An Owner, at his expense, will maintain his Unit and keep it in good repair.
- E-4. Balcony, Terrace, Porch and Patio Maintenance. An Owner will maintain the balcony, terrace, porch and patio appurtenant to his Unit (if any) in a clean manner. An Owner will take care that the cleaning of his balcony, terrace, porch and patio does not annoy or

inconvenience other Occupants. A balcony, terrace, porch or balcony may not be enclosed or used for storage purposes. If the Board determines that a balcony, terrace, porch or patio is unsightly, the Board may give the Owner notice of the problem and a reasonable time period in which to correct it, after which the Board may take corrective action at the Owner's expense.

- E-5. Hot tub Maintenance. An Owner, at his expense, will maintain, clean and replace his hot tub (if any) and keep it in good repair.
- E-6. Glass. The Association is responsible for the repair and replacement of any broken or cracked glass in a Unit's windows and doors, which serve a Unit exclusively, regardless of the source of the damage; provided, however, that expenses associated with maintenance, repair and replacement of glass surfaces of windows or doors serving a Unit exclusively are the responsibility of the Unit Owner, which shall be due and payable as an Individual Assessment to the Association upon demand.
- E-7. Utility Equipment. Each Owner, at his expense, will maintain, repair, and replace the water heating and air heating and cooling equipment/system serving his Unit.
- E-8. Combustibles. An Occupant may not store or maintain, anywhere on the Property – including within a Unit – explosives or materials capable of spontaneous combustion.
- E-9. Report Malfunctions. An Occupant will immediately report to the Board his discovery of any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. An Occupant who fails to promptly report a problem may be deemed negligent, in which case the Owner may be liable for any additional damage caused by the delay.
- E-10. Emergencies. In case of continuous water overflow, an Occupant should immediately turn off water and TURN THE SHUT-OFF VALVES BEHIND THE TOILET OR UNDER THE SINK.
- E-11. Cable. An Occupant who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment. No additional exterior cable lines may be connected to the Unit except in the cable conduit maintained by the Association. No holes or protrusions may be made in any exterior surface of the Property. Wires may not be draped, hung, or strung on the building or the grounds, the Owner of the Unit to which cable service is provided is responsible to the Association for any damage to the Property caused by the cable installer or servicer.
- E-12. Frozen Water Pipes. Some Units are constructed with water lines in exterior walls. It is the duty of every Owner and Occupant of such a Unit to protect the water lines from freezing during winter months. Between November 1 and March 25 of any year, no Unit with water lines in exterior walls may be left unheated. During periods of anticipated below freezing temperatures, water lines in exterior walls should be allowed to drip

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

F. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- F-1. Intended Use. Every area and facility in the Property may be used only for its intended and obvious use.
- F-2. Personal Property. The sidewalks, entrances, passages, driveways, parking areas and similar portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Regime and the Units. No carts, bicycles, carriages, chairs, tables or other similar objects or personal property shall be stored in, on or upon the Common Elements, except in areas, if any, designated for such purposes. All personal property must be stored within an Owner's Unit.
- F-3. Grounds. Unless the Board designates otherwise, Occupants may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements.
- F-4. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the General Common Elements, except by the Board or with the Board's prior written consent. Items of personal property found on the General Common Elements are deemed abandoned and may be disposed of by the Board.

G. COMMUNITY ETIQUETTE

- G-1. Courtesy. Each Occupant will endeavor to use his Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Occupants.
- G-2. Annoyance. An Occupant will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Occupants or their guests, or the Association's employees and agents.
- G-3. Noise and Odors. Each Occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Occupants of other Units. The following are expressly prohibited: (1) installing speakers, subwoofers, or other noise or vibration emitting equipment in or on a party wall (a common wall or ceiling between 2 Units); (2) creating any protrusion in a party wall (a common wall or ceiling between 2 Units), through which sound may more easily transfer; (3) mounting a speaker in a ceiling at a point that is less than 5 feet from a party wall (a common wall or ceiling between 2 Units); and (4) loud vocalizations and boisterous conduct on Common Elements.

NOT SOUNDPROOFED

The units are not soundproofed, and some noise transmission between adjoining units will occur. Reasonable people may disagree about "customary" noise levels and what constitutes a "disturbance." Persons who are hypersensitive to noise may be required to tolerate a degree of noise transmission.

- G-4. Parties. In planning private social functions at the Property, an Occupant should be aware of the potential consequences on the Property's parking resources and on the sensibilities of other Occupants. An Occupant intending to use his Unit for a party or other activity that may be expected to produce a higher-than-customary level or duration of noise or other disturbance will make a diligent effort to give Occupants of adjoining Units timely prior notice of the event, as a courtesy. If the event is expected to attract twenty (20) or more guests to the Property, the Occupant will also give the Board timely prior written notice of the event.
- G-5. Reception Interference. Each Occupant will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.

H. ARCHITECTURAL CONTROL; WORK UPON UNITS AND COMMON ELEMENTS

- H-1. Exteriors. Without the written approval of the Architectural Reviewer, an Owner or Occupant may NOT change, remodel, decorate, destroy, or improve any exterior surface or component of the Property, nor do anything to change the outside appearance of the Property, including without limitation the entry door, front porch, balcony, patio, terrace, windows, and driveway appurtenant to the Unit.
- H-2. Protrusions. An Owner or Occupant may not cause anything to protrude or project through the boundaries of the Unit, such as the foundation, roof, party wall between Units, or an exterior wall of a Unit. Examples of installations that may entail protruding wires or conduits include, without limitation, exterior horns, lights, speakers, or aerials.
- H-3. Balconies, Terraces, Porches and Patios. Because balconies, terraces, porches and patios are distinctive architectural features of the Property, an Owner or Occupant may not change the appearance or condition of the balcony, terrace, porch or patio appurtenant to his or her Unit in any manner, without the prior authorization of the Architectural Reviewer. While certain types of furniture are allowed on balconies, terraces, porches and patios, such items must be in good condition, of a first class nature, and compatible with the design and quality of the community, as determined by the Board its sole and absolute discretion. Prohibited activities include the following:
- a. Painting or staining any part of the balcony, terrace, porch or patio.

- b. Installing a cover of any kind over the open slat top of a balcony, terrace, porch or patio.
- c. Enclosing or covering of the balcony, terrace, porch or patio in any manner.
- d. Hanging items from the trellis, arbor, walls, roof, or railing, or failing to remove hanging items that the Architectural Reviewer has determined to be unattractive, such as windchimes, windsocks, birdfeeders, rope lights, and hanging baskets.
- e. Maintaining anything on the balcony, terrace, porch or patio that the Architectural Reviewer determines to be unattractive, such as umbrellas, items of storage, and oversize or inappropriate furniture.

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

The Association may, but is not obligated to, install one or more satellite dishes upon the roof of a building, to serve the Units within such building. In lieu of installing a common satellite dish, the Association may, but is not obligated to, permit Owners to install a satellite dish upon the roof of such Owner's building, subject to such additional rules and regulations as the Association may promulgate from time to time concerning the installation of satellite dishes upon the building roofs. Each Owner is advised to contact the Association to determine whether the Association has elected to permit the Owners and Occupants to install satellite dishes upon the building roofs, and if so, to discuss what additional rules will apply.

In the event that the Association elects to permit Owners and Occupants to install satellite dishes upon the building roofs, installation shall be conducted at the Owner's or Occupant's sole cost and expense by an installer or servicer approved by the Association.

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

the Board of Directors prior to commencement of such work, in form satisfactory to the Board of Directors:

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

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

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

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

- a. Post signs, notices, or advertisements on the Common Elements or in a Unit if the sign is visible from outside the Unit, other than signs permitted by *Section 11.16* of the Declaration.
- b. Place or hang an object in, on, from, or above any window, interior window sill, deck, balcony, terrace, porch or patio that, in the sole opinion of the Board, detracts from the appearance of the Property. Prohibited objects include planters

and planter boxes, flower pots, window boxes, birdfeeders, windsocks, mobiles, windchimes, and other outside accessories.

- c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, terraces, patios, or passageways.
- d. Place decorations on exterior walls, doors, and fences, or on the General Common Elements.
- e. Enclose or cover a balcony, terrace, porch or patio.
- f. Install storm or screen doors and windows, including solar screen.

H-8. Architectural Reviewer. All proposed improvements and modifications to the Regime must be approved in advance by the Architectural Reviewer in accordance with the Declaration.

I. VEHICLE RESTRICTIONS

- I-1. Permitted Vehicles. To be permitted on the Property, a vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles. Motorcycles, motorbikes, or other motorized vehicles may not be operated on the Property except to provide transportation to and from a Unit.
- I-2. Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on driveways and parking areas, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- I-3. Proper Placement. No vehicle, including motorcycles, may be driven, parked, or placed anywhere on the Property except in designated areas. Motorcycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.
- I-4. Nuisances. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Property is discouraged. No vehicle may be kept on the Property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.

- I-5. Obstructions. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, driveways, or parking spaces. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others, in firelanes, or in any area designated as "No Parking." No vehicle may be parked on any road or street within the Property. Vehicles parked in violation of the Documents (including this provision) will be towed at the owner's expense.
- I-6. Violations. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Property by the Board, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

J. TRASH DISPOSAL

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

K. PETS

- K-1. Permitted Pets. An Occupant may not keep or permit on the Property a pet or animal of any kind, except as permitted by these Rules and the Documents. Subject to these Rules, an Occupant may keep in his Unit customary domesticated housepets, such as domesticated dogs, cats, caged birds, and aquarium fish, provided there are not more than two cats, or two dogs, or one cat and one dog.
- K-2. Prohibited Animals. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property. No Occupant may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by

the Board to be a potential threat to the well-being of people or other animals. In the event that any regulatory authority (i.e. animal control) determines that an animal within the Property is dangerous or hazardous, then the owner of such animal shall be required to immediately remove the animal from the Property. No animal or housepet may be kept, bred, or maintained for any commercial purpose or for food.

- K-3. Indoors/Outdoors. A permitted pet must be maintained inside the Unit, and may not be kept on a balcony, terrace or patio. No pet is allowed on General Common Elements unless carried or leashed. No pet may be leashed to a stationary object on the Common Elements.
- K-4. Disturbance. Pets must be kept in a manner that does not disturb another Occupant's rest or peaceful enjoyment of his Unit or the Common Elements. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
- K-5. Damage. Each Occupant is responsible for any property damage, injury, or disturbance his pet may cause or inflict. An Occupant who keeps a pet on the Property is deemed to indemnify and agrees to hold harmless the Board, the Association, and other Owners and Occupants, from any loss, claim, or liability of any kind or character whatever resulting from any action of his pet or arising by reason of keeping or maintaining the pet on the Property.
- K-6. Pooper Scooper. Each Occupant is responsible for the removal of his pet's wastes from the Common Elements. The Board may levy a fine against a Unit and its Owner each time feces are discovered on the Common Elements and attributed to an animal in the custody of that Unit's Occupant.
- K-7. Removal. If an Occupant or his pet violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Occupant or person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Occupant, upon written notice from the Board, may be required to remove the animal. Each Occupant agrees to permanently remove his violating animal from the Property within 10 days after receipt of a removal notice from the Board.

L. MISCELLANEOUS

- L-1. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is responsible. The Board will schedule a hearing within thirty (30) days after receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.

- L-2. Mailing Address. An Owner who receives mail at any address other than the address of his Unit must maintain with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit is deemed effective for purposes of delivery.
- L-3. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Occupants are urged to contact the Association to verify the rules currently in effect on any matter of interest. These Rules will remain effective until 10 days after an Owner of each Unit has been given a notice of the amendment or revocation of these Rules.
- L-4. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and the laws of the State of Texas.

ATTACHMENT 4

ASSESSMENT COLLECTION POLICY

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

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

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

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay Regular Assessments, and Special, Individual, Utility and Deficiency Assessments. Regular Assessments are due and payable on the first calendar day of each month. Special, Individual, Utility and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Special, Individual, Utility or Deficiency Assessment is given.

- 1-B. Delinquent. Any assessment that is not fully paid when due is delinquent. When the account of a Unit becomes delinquent, it remains delinquent until paid in full – including collection costs and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. on the fifth (5th) calendar day of the month, the Association may levy a late fee of \$25 per month and/or interest of ten percent (10%) per annum from the first day of delinquency until the delinquency is paid in full. After the initial month of delinquency, a late fee of \$25 may be on the first day of each month the account is delinquent until the account is current.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board, unless a Majority of the directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board's meeting. Because of the potential for inadvertently effecting a waiver of the policies contained in this policy, the Board will exercise caution in granting adjustments to an Owner's account.

SECTION 2. INSTALLMENTS & ACCELERATION

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

SECTION 3. PAYMENTS

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

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

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

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

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

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

SECTION 4. LIABILITY FOR COLLECTION COSTS

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

SECTION 5. COLLECTION PROCEDURES

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

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

SECTION 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association will exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect assessments under the Association's Documents and the laws of the State of Texas.
- 6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in

any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If, from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid special and regular assessments, or reimbursed to the Owner if those assessments are paid in full.

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

ATTACHMENT 5
FINE POLICY

1. **Background.** This fine policy is based on the requirements of Sec. 82.102(d) and (e) of TUCA. To establish policies and procedures for fining under TUCA, the Declarant adopts this policy for the benefit of the Association, as part of the initial project documentation.
2. **Policy.** The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation. Nor may the Association use fines to the exclusion of other remedies.
3. **Owner's Liability.** An Owner is liable for fines levied by the Association for violations of the Documents by the Owner, the Occupants of the Unit, and the relatives, guests, employees, and agents of the Owner and Occupants. Regardless of who performs the violation, the Association will direct its communications to the Owner, although the Association may send copies of its notices to the Occupant.
4. **Violation Notice.** Before levying a fine, the Association will give the Owner a written violation notice via certified mail, return receipt requested, and an opportunity to be heard, if requested by the Owner. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Association from the Owner; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured to avoid the fine or suspension; (6) the amount of the fine; (7) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 82.102 of TUCA; and (8) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section et seq), if the Owner is serving on active military duty. The notice sent out pursuant to this paragraph is further subject to the following:
 - a. **First Violation.** If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months, the notice will state those items set out in (1) – (8) above, along with a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.

- b. Repeat Violation – No Cure within 12 Months. If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months but commits the violation again, the notice will state those items set out in (1) - (3), (6) and (8) above, but will also state that because the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months but has not cured the violation, then the Owner will be fined pursuant to the Schedule of Fines described below.
 - c. Continuous Violation. After an Owner has been notified of a violation as set forth herein and assessed fines in the amounts set forth in the Schedule of Fines described below, if the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.
5. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the “Request”) to the Association’s manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days’ before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in TUCA. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner’s request for hearing shall include a statement noticing the Owner’s intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board.
6. Levy of Fine. The Association must notify an Owner of a levied fine or damage charge no later than the thirtieth (30th) day after the date of the levy under Section 82.102(e) of TUCA. A fine levied at a hearing requested by the Owner at which the Owner is present shall satisfy the notice requirement if the Board announces its decision to the Owner at the hearing. Otherwise, any fine or damage charge levied shall be reflected on the

Owner's periodic statement of account or delinquency notices so long as such periodic statement or notice is provided to the Owner not later than the thirtieth (30th) day after the date the fine or damage charge is levied by the Board.

7. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. If circumstances warrant a variance from the schedule, the Board will document the reasons for the variance in the minutes of its meeting. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, it will establish a maximum amount for a particular fine, at which point the total fine will be capped.
8. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.
9. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.
10. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community wide publication.

ATTACHMENT 6

MOLD POLICY

RECITALS

A. Background. Because of extensive news coverage in recent years relating to mold, the public and the insurance industry have a heightened awareness of and sensitivity to anything pertaining to mold. In a condominium context, the mold issue has numerous facets.

B. Mold Information. In adopting this policy, the Association relies on information about mold obtained from government sources, including the "Indoor Air Mold" website sponsored by the U. S. Environmental Protection Agency at <http://www.epa.gov/mold/index.html>. As stated in the "Frequently Asked Questions" section of the EPA Mold site:

What are the basic mold clean-up steps?

- 1. The key to mold control is moisture control.*
- 2. Scrub mold off hard surfaces with detergent and water, and dry completely.*
- 3. Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.*
- 4. Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.*
- 5. Avoid exposing yourself or others to mold (see discussions: What to Wear When Cleaning Moldy Areas (<http://www.epa.gov/mold/whattowear.html>) and Hidden Mold (<http://www.epa.gov/mold/hiddenmold.html>)).*
- 6. Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.*
- 7. If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.*

C. Owner/Occupant Duty. Because the Association does not have continual access to Units, the Association relies on Owners and Occupants to control the moisture levels in their Units, and to promptly identify and report water leaks and water penetrations in their Units. The fact that a Unit is vacant or occupied by a person other than the Owner does not relieve the Owner from fulfilling his obligations to the Association and to the Owners of other Units.

D. Insurance. On the date of this Mold Policy, property insurance available to the Association does not include coverage of mold at a price that is affordable. An Owner who

wants insurance coverage with respect to mold and mold-related damages is advised to purchase such insurance coverage as part of his homeowners insurance policy.

E. Mold Reminders. Mold spores are a natural component of our environment. Mold spores are everywhere - in the outside air and inside of Units. In addition to air-borne mold, visible surface mold is a common occurrence in wet areas, such as showers. Air quality tests for mold are capable of being unreliable as determinates of a health problem.

RULES

1. Inspect for Surface Mold. Each Owner and Occupant will regularly inspect their entire Unit (including inside closets and cabinets, and behind furniture and appliances) for visible surface mold and will promptly remove same using procedures recommended by an appropriate source, such as the U. S. Environmental Protection Agency (www.epa.gov). Similarly, the Owner and Occupant will be alert to odors associated with mold, and will try to locate the source of such odor when detected.
2. Inspect for Water Leaks. Each Owner and Occupant will regularly inspect their entire Unit (including inside closets and cabinets, and behind furniture and appliances) for leaks, breaks, or malfunctions of any kind that may emanate from or cause damage to the Common Elements or another Unit. When possible, such inspection will be performed after rains when leaks from wind-driven rain are most likely to be evident. Typical indicators of water penetration problems include water leaks around windows, doors, flues, and vents; standing water on a floor; water stains on ceilings and walls.
3. Monitor Water Appliances. Each Owner and Occupant is responsible for the inspection, maintenance, repair, and replacement of all water-using appliances and fixtures in the Unit or serving the Unit exclusively, such as dishwashers, water heaters, washing machines, ice-makers, toilets, air conditioning drip pans, and shower pans. The Owner is solely responsible for any damage to the Owner's Unit, another Unit, or the Common Elements from the appliances and fixtures in the Owner's Unit or serving the Owner's Unit exclusively, regardless of the nature or exact location of the water source.
4. Report. An Owner and Occupant will promptly report to the Association the discovery of any leak, break, or malfunction in any portion of the Owner's Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The origin of a water leak can be difficult to locate and may require repeated attempts to repair. The failure of the Association or its contractors to effectively stop a water leak on the first repair attempt is not uncommon and must not dissuade an Owner or Occupant from re-reporting the leak on its next occurrence. The failure by an Owner and Occupant to promptly report a water leak or water penetration problem may be deemed negligence, thereby making the Owner and Occupant liable for any additional damage caused by the delay.

5. Mitigate. To mitigate damage from water leaks and penetrations, and to discourage mold, the Owner or Occupant of a Unit that experiences a water leak or penetration must promptly dry, clean, and disinfect the wet area. If the water penetration is inside a wall cavity or above a ceiling, the Owner or Occupant must inform the Association or Manager immediately.
6. Humidity. To discourage mold in his Unit, the Owner or Occupant should maintain an inside humidity level under sixty percent (60%). If condensation or moisture collects on windows, walls or pipes, the Owner or Occupant should promptly dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.
7. Negligence. The failure to promptly and properly repair a water-related problem in a Unit may be deemed negligence by the Owner, who may be liable for any additional damage caused by the failure or the delay.
8. Information. For more information about mold, please consult a reliable source, such as "A Brief Guide to Mold, Moisture, and Your Home" - a brochure published by the U. S. Environmental Protection Agency, which is available on its website at <http://www.epa.gov/mold/hiddenmold.html>.

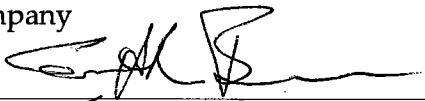
ATTACHMENT 7

**LAKESIDE VILLAS CONDOMINIUMS
COMMUNITY MANUAL
CERTIFICATION AND ACKNOWLEDGMENT**

As the Declarant of Lakeside Villas Condominiums and the initial and sole member of Lakeside Villas Condominium Community, Inc. (the "Association"), I certify that the foregoing Lakeside Villas Condominiums Community Manual was adopted for the benefit of the Association as part of the initial project documentation for Lakeside Villas Condominiums, located in Travis County, Texas. This Community Manual becomes effective when recorded.


SIGNED on this 14th day of May, 2016.

MANSFIELD INVESTORS LLC, a Texas limited liability company

By: 
Printed Name: Eric H R Brown
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Travis §


This instrument was acknowledged before me on this 14th day of May, 2016 by Eric Brown, Manager of Mansfield Investors LLC, on behalf of such limited liability company.


Notary Public, State of Texas



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**




DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

June 30 2016 02:13 PM

FEE: \$ 230.00 2016104355

LAKESIDE VILLAS CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

ATTACHMENT 7

MASTER COMMUNITY MANUAL



AFTER RECORDING RETURN TO:

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

LAKESIDE MASTER CONDOMINIUMS COMMUNITY MANUAL

Consisting of:

**Certificate of Formation
Bylaws
Assessment Collection Policy
Fine Policy
Certification and Acknowledgement**

PROPERTY

Lakeside Master Condominiums is located at 4300 Mansfield Dam Road, Austin, Texas 78734 and is subject to the Declaration of Condominium Regime for Lakeside Master Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas.

Copyright © 2018. Winstead PC. All rights reserved. This Community Manual may be used only in connection with the condominium known as Lakeside Master Condominiums in Travis County, Texas.

**LAKESIDE MASTER CONDOMINIUMS
COMMUNITY MANUAL**

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ATTACHMENT 1

[ATTACHED]



Office of the Secretary of State

CERTIFICATE OF FILING OF

Lakeside Villas Condominium Community, Inc.
File Number: 802456665

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

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

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

Dated: 05/11/2016

Effective: 05/11/2016



A handwritten signature in black ink, appearing to read "Cascos".

Carlos H. Cascos
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

MAY 11 2016

Corporations Section

**CERTIFICATE OF FORMATION
OF
LAKESIDE VILLAS CONDOMINIUM COMMUNITY, INC.**

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

**ARTICLE I
NAME**

The name of the corporation is: Lakeside Villas Condominium Community, Inc. (hereinafter called the "Association").

**ARTICLE II
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III
DURATION**

The Association shall exist perpetually.

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

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

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

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

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

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

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 12921 Zen Gardens Way, Austin, Texas 78732. The name of its initial registered agent at such address is David Pikoff.

**ARTICLE VI
MEMBERSHIP**

Membership in the Association shall be determined by the Declaration.

**ARTICLE VII
VOTING RIGHTS**

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

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

NAME

Robert D. Burton

ADDRESS

401 Congress Avenue, Suite 2100
Austin, Texas 78701

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals. The Board shall fulfill all of the functions of, and possess all

powers granted to, Boards of Directors for nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be increased in accordance with the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
David Pikoff	12921 Zen Gardens Way Austin, Texas 78732
Phil Busker	13117 Zen Gardens Way Austin, Texas 78732
Jeffrey Gillespey	11820 Mira Mesa Drive Austin, Texas 78732

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

ARTICLE X LIMITATION OF DIRECTOR LIABILITY

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

ARTICLE XI INDEMNIFICATION

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

**ARTICLE XII
DISSOLUTION**

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

**ARTICLE XIII
ACTION WITHOUT MEETING**

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

**ARTICLE XIV
AMENDMENT**

Except as otherwise provided by the terms and provisions of Article IV of this Certificate of Formation, this Certificate of Formation may be amended by the Declarant during the Development Period or by a Majority of the Board of Directors; provided, however, that any amendment to this Certificate of Formation by a Majority of the Board of Directors must be approved in advance and in writing by the Declarant during the Development Period. In the case of any conflict between the Declaration and this Certificate of Formation, the Declaration shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 11 day of May, 2016.



Robert D. Burton, Incorporator

ATTACHMENT 2

LAKESIDE MASTER CONDOMINIUM COMMUNITY, INC.

BYLAWS

(a Texas condominium association)

ARTICLE 1

INTRODUCTION

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

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

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

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

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

ARTICLE 2

BOARD OF DIRECTORS

During the Declarant Control Period, Section 11.3 of the Declaration governs the number, qualification, and appointment of directors. The initial directors will be appointed by Declarant and need not be Owners. Directors appointed by Declarant may not be removed by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

2.1 Number and Term of Office.

2.1.1. Governance During Declarant Control Period. During the Declarant Control Period, the Board will consist of three (3) directors. During the Declarant Control Period, the Declarant will have the exclusive authority to appoint and remove all directors of the Association. Within one hundred and twenty (120) days after fifty percent (50%) of the maximum number of Master Units that may be created have been conveyed to Owners other than Declarant, at least one-third (1/3) of the Board must be elected by Owners other than Declarant.

2.1.2. Governance Upon Expiration or Termination of the Declarant Control Period. Upon expiration or termination of the Declarant Control Period, the Board will consist of three (3) directors, with the Owner of the Development Master Unit 1 appointing two (2) directors of the Association and the Owner of the Residential Master Unit 1 appointing (1) director of the Association. In the event that a Master Unit is submitted to a Sub-Declaration, the board of directors of the Sub-Association created thereunder will appoint the member of the director which would otherwise be appointed by the Owner of a Master Unit if the Master Unit was not submitted to a Sub-Declaration. In the event a Master Unit is subdivided into additional Master Units, the Board will increase by the number of additional Master Units created, with the Owner of each Master Unit subsequently created entitled to appoint one (1) director of the Association.

2.1.3 Term of Directors. A director takes office upon his appointment and, absent death, ineligibility, resignation, or removal, will hold office until his or her successor is appointed.

2.2. Removal of Directors.

2.2.1. Removal by Members. Only the Owner or a Majority of the collective Owners entitled to appoint a particular Board member in accordance with *Section 2.1* above may remove that Board member. Removal is accomplished by the Owner or a Majority of the collective Owners electing to remove that Board member.

2.2.2. Removal by Directors. A director may not be removed by the officers or by the remaining directors unless approved by the Owner(s) entitled to appoint the director to be removed in accordance with *Section 2.1* above.

2.3. Meetings of the Board.

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

2.3.2. Regular Meetings of the Board. Regular meetings of the Board may be held at a time and place that the Board determines, from time to time, but at least one (1) such meeting must be held each calendar year. Notice of regular meetings of the Board will be given to each director, personally or by telephone, written, or electronic communication, at least five (5) days prior to the date of the meeting.

2.3.3. Special Meetings of the Board. Special meetings of the Board may be called by the president or, if the president is absent or refuses to act, by the secretary, or by any two (2) directors. At least five (5) days' notice will be given to each director, personally or by telephone, written, or electronic communication, which notice must state the place, time, and purpose of the meeting.

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

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

2.3.6. Quorum. At meetings of the Board, the attendance of a Majority of Board members constitutes a quorum for the transaction of business, and the acts of a Majority of Board members present at a meeting at which a quorum is present are the acts of the Board. Directors may not participate by proxy at meetings of the Board.

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

(i) No audio or video recording of the meeting may be made, except by the Board or with the Board's prior express consent.

(ii) Members who are not directors may not participate in Board deliberations under any circumstances, and may not participate in Board discussions unless the Board expressly so authorizes at the meeting.

(iii) The Board may adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of business to be considered in executive session will first be announced in open session.

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

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

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

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

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

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

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

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

provide for reports, termination, and other administrative matters deemed appropriate by the Board. Members of committees will be appointed from among the Owners and Occupants.

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

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

ARTICLE 3 **OFFICERS**

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

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

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

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

3.5. **Description of Principal Offices.**

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

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

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

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

ARTICLE 4

MEETINGS OF THE ASSOCIATION

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

4.2. Special Meetings. It is the duty of the president to call a special meeting of the Association if directed to do so by written demand by Owners holding sixty-seven percent (67%) of the votes in the Association. The meeting must be held within thirty (30) days after receipt of the written demand. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

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

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

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

4.6. **Quorum.** At any meeting of the Association, the presence in person or by proxy of Members representing at least a Majority of the voting interests in the Association constitutes a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of Members constituting a quorum.

4.7. **Lack of Quorum.** If a quorum is not present at any meeting of the Association for which proper notice was given, Members representing at least a Majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than twenty-four (24) hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice.

4.8. **Votes.** The vote of Members representing at least a Majority of the total votes of the Association binds all Members for all purposes, except when a different percentage is required by these Bylaws, the Declaration, or by law. Cumulative voting is prohibited.

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

4.8.2. **Entity-Owned Master Units.** If a Master Unit is owned by a corporation, the vote appurtenant to that Master Unit may be cast by any officer of the corporation in the absence of the corporation's written appointment of a specific person to exercise its

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

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

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

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

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

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

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

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

ARTICLE 5

ASSOCIATION RECORDS

5.1. **Records.** The Association will keep the records required by Section 82.114(a) of the Act.

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

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

ARTICLE 6

NOTICES

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

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

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

ARTICLE 7

AMENDMENTS TO BYLAWS

7.1. **Authority.** These Bylaws may be amended by a Majority of the members of the Board, provided that any such amendment to these Bylaws during the Development Period shall also be approved by the Declarant.

7.2. **Proposals.** The Association will provide to each Owner a detailed description, if not exact wording, of any proposed amendment. The description will be included in the notice of any annual or special meeting of the Association if the proposed amendment is to be considered at the meeting.

7.3. **Effective.** To be effective, each amendment must be in writing, must recite the recording data for the Bylaws, and be Recorded.

ARTICLE 8

GENERAL PROVISIONS

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

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

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

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

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

8.2. **Conflicting Provisions.** If any provision of these Bylaws conflicts with any provision of Applicable Law, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect. In the case of any conflict between the Certificate of Formation of the Association and these Bylaws, the Certificate of Formation controls. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

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

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

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

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

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

cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

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

ATTACHMENT 3

ASSESSMENT COLLECTION POLICY

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

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

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

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay Regular Assessments and Special, Individual, Utility and Deficiency Assessments. Regular Assessments are due and payable on the first calendar day of each month. Special, Individual, Utility and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Special, Individual, Utility or Deficiency Assessment is given.

- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of a Unit becomes delinquent, it remains delinquent until paid in full – including collection costs and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. on the tenth (10th) calendar day of the month, the Association may levy a late fee of \$25 per month and/or interest of ten percent (10%) per annum from the first day of delinquency until the delinquency is paid in full. After the initial month of delinquency, a late fee of \$25 may be imposed on the first day of each month the account is delinquent until the account is current.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

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

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

SECTION 2. INSTALLMENTS & ACCELERATION

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

SECTION 3. PAYMENTS

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

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

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

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

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

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

SECTION 4. LIABILITY FOR COLLECTION COSTS

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

SECTION 5. COLLECTION PROCEDURES

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

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

SECTION 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association will exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and the laws of the State of Texas.

- 6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Special Assessments and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 6-D. Notices. Unless the Documents, Texas law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that two (2) or more persons own a Unit, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Occupant is deemed notice to all Occupants. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Definitions. Words and phrases used in this policy have the same meanings given to them by the Declaration of Condominium Regime for Lakeside Master Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas, as it may be amended.
- 6-F. Amendment of Policy. This policy will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community-wide publication.

ATTACHMENT 4
FINE POLICY

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

DRAFTER'S DICTUM

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

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

instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.

- b. Repeat Violation. In the case of a repeat violation, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months, the fine attaches from the date of the violation notice.
5. Violation Hearing. An Owner may request in writing a hearing by the Board to contest the fine. To request a hearing before the Board, an Owner must submit a written request to the Association's manager (or the Board if there is no manager) within thirty (30) days after the date of the violation notice. Within fifteen (15) days after Owner's request for a hearing, the Board will give the Owner at least fifteen (15) days' notice of the date, time, and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, or may be represented by another person or written communication. No audio or video recording of the hearing may be made. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied.
6. Levy of Fine. Within thirty (30) days after levying the fine, the Board must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.
7. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. If circumstances warrant a variance from the schedule, the Board will document the reasons for the variance in the minutes of its meeting. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, it will establish a maximum amount for a particular fine, at which point the total fine will be capped.

8. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly), beginning on the Start Date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.
9. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.
10. Definitions. Words and phrases used in this policy have the same meanings given to them by the Declaration.
11. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community-wide publication.

ATTACHMENT 5

LAKESIDE MASTER CONDOMINIUM COMMUNITY MANUAL

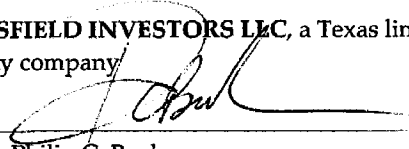
CERTIFICATION AND ACKNOWLEDGEMENT

As the Declarant of Lakeside Master Condominiums and the initial and sole member of Lakeside Master Condominium Community, Inc. (the "Association"), certifies that the foregoing Lakeside Master Condominiums Community Manual was adopted for the benefit of the Association as part of the initial project documentation for Lakeside Master Condominiums, located in Austin, Texas. This Community Manual becomes effective when recorded.

SIGNED on this 1st day of February 2018.

DECLARANT:

MANSFIELD INVESTORS LLC, a Texas limited liability company

By: 

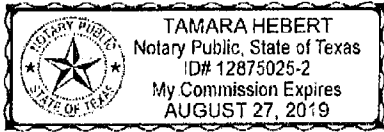
Name: Philip C. Busker

Title: Manager, Mansfield Investors, LLC

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 1st day of FEBRUARY, 2018 by PHILIP BUSKER, MANAGER of Mansfield Investors LLC, on behalf of such limited liability company.


Notary Public, State of Texas



CERTIFICATION AND ACKNOWLEDGEMENT
COMMUNITY MANUAL - LAKESIDE MASTER CONDOMINIUMS
4836-3487-2922v.4
58699-1 1/26/2018

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**




DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

February 02 2018 11:15 AM

FEE: \$ 142.00 2018015877