



## **RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COSTA BELLA**

This Restated Declaration of Covenants, Conditions and Restrictions For Costa Bella (the "Declaration") is made to consolidate into a single document the previously recorded Declaration of Covenants, Conditions and Restrictions and all amendments thereto. No additional amendments are contained in this Restated Declaration, and this Restated Declaration shall not be construed to further amend or modify the Declaration and previous amendments.

### **RECITALS**

**A. FALCON OF LAKE TRAVIS, INC.**, a Texas corporation (the "Declarant") owned all lots in Costa Bella, according to the Original Plat recorded in Volume 100, Pages 382-392, Real Property Records, and the Replat recorded as document 199900344, Official Public Records, both of Travis County, Texas (the "Property"). Declarant recorded the Declaration of Covenants, Conditions, and Restrictions for Costa Bella in Volume 13143, Page 832, Real Property Records, Travis County, Texas. Thereafter, Declarant recorded amendments to said Declaration as documents 2000068454, 2000171253, 2004029750, 2007077898 and 2007205196 (this latter two documents with the joinder of the Costa Bella Waterfront Community, Inc.), all of the Official Public Records, Travis County, Texas

**B.** Declarant recorded the Declaration incident to its desire to create upon the Property a residential community and carry out a uniform plan for the improvement and development of the Property for the benefit of the present and all future owners thereof.

**C.** Declarant intended for the Declaration to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, subjected the Property to the covenants, conditions, and restrictions set forth in the Declaration for the benefit of the Property, and each owner thereof.

**NOW, THEREFORE**, it is hereby declared and affirmed: (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which shall run with the Property and shall be binding upon all parties having right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may be executed with regard to the Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to all covenants, conditions and restrictions contained in the Declaration as of the date of said contract or deed, regardless of whether or not the same are set out in full or by reference in said contract or deed.

### **ARTICLE I**

#### **DEFINITIONS**

**1.01. Defined Terms.** Unless the context specifies or requires otherwise, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

"Architectural Control Committee" shall mean the committee created pursuant to this Declaration to establish Architectural Guidelines, to review and approve plans for the construction of Improvements upon the Property, and to carry out its duties as set forth in the Declaration.

"Architectural Guidelines" shall mean the architectural guidelines adopted by the Architectural Control Committee pursuant to this Declaration, as such architectural guidelines may be amended, modified, or restated from time to time.

"Articles" shall mean the Articles of Incorporation of The Costa Bella Community, Inc., to be filed in the office of the Secretary of State of the State of Texas, as the same may be amended from time to time.

"Assessment" or "Assessments" shall mean all assessment(s) imposed by the Association under this Declaration.

"Association" shall mean and refer to The Costa Bella Waterfront Community, Inc., a Texas non-profit corporation.

"Association Restrictions" shall mean this Declaration as the same may be amended from time to time, together with the Articles, Bylaws, and Association Rules, from time to time in effect.

"Association Rules" shall mean the rules and regulations adopted by the Board pursuant to Section 3.04(c) hereof as may be amended from time to time.

"Bylaws" shall mean the bylaws of the Association as adopted by the Board and as amended from time to time.

"Board" shall mean and refer to the Board of Directors of the Association.

"Common Area" shall mean and refer to those areas within the Property which have been or may in the future be conveyed to, or leased by, the Association or held for the benefit of one or all the Owners as determined by the Board in its sole discretion, including, without limitation, all private streets and easements for landscape, drainage, irrigation, fence or related purposes. The Common Area may be owned and improved by the Association, but held for the use and enjoyment of one or all the Owners.

"Declarant" shall mean FALCON OF LAKE TRAVIS, INC., a Texas corporation, its successors or assigns; provided that any assignment(s) of the rights of FALCON OF LAKE TRAVIS, INC., as Declarant, must be expressly set forth in writing and the mere conveyance of a portion or all of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Improvements" shall mean every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, garages, driveways, storage buildings, sidewalks, gazebos, columns, signs, fences, gates, screening walls, retaining walls, stairs, decks, boat docks, boat slips, swim docks, anchorages or other boating or marine-related appurtenances, landscaping, landscape improvements, poles, mailboxes, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment (including residential recreational sports facilities), and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, other utilities, or otherwise.

"Lot" or "Lots" shall mean one or more of the subdivided lots within the Property other than Common Areas.

"Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust securing indebtedness and covering any portion of the Property given to secure the payment of a debt.

"Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage(s).

"Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but shall not include the Mortgagee under a Mortgage prior to acquisition of its fee simple interest in such Lot pursuant to foreclosure of the lien of such Mortgage.

## ARTICLE II

### GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

#### **2.01. General Restrictions.**

(a) The Lots shall be used solely for private single family residential purposes and there shall not be constructed or maintained thereon more than one detached single family residence which shall not exceed the following height limitations and shall meet the following criteria:

- (i) Except as provided in (ii), below, the maximum building height shall be no more than forty-five feet (45') measured according to the following definition: the vertical distance between the top of the foundation at its highest point within the structure and the highest ridge, peak, or gable of a roof, excluding chimneys, cupolas, or other design features (which determination shall be made by the Architectural Control Committee in its sole and absolute discretion).
- (ii) That portion of the foundation visible from the exterior of the structure must be concealed by a combination of (a) extending the exterior stone or stucco to within twelve inches (12") of the finished grade, and (b) constructing terraced planter boxes, which shall be constructed of the same masonry material as the structure and designed so as to minimize the visual impact of the structure's mass and height.
- (iii) No roof shall have pitch in excess of 10/12.

(b) Each Lot must contain a private garage for not fewer than three (3) automobiles and off-street parking space for a minimum of two (2) automobiles, which off-street parking shall be located no closer than twenty-five feet (25') from the front Lot line and otherwise comply with the side Lot line setbacks as set forth in Section 2.01(h).

(c) Except for garages on corner Lots, no garage may face or open toward any street, or greenbelt. Garages located on corner Lots may face a street provided the Architectural Control

Committee reviews and issues written approval of the location and design of the garage orientation and opening.

(d) The minimum living area (exclusive of open or screened porches, terraces, patios, decks, driveways, and garages) for residences constructed within the Property shall be as follows:

Lots	Block	Square Feet
1-6	A	4,500
7A-27A**	A	4,500
24-25	A	5,000
27-31	A	6,000
32	A	5,500
33-37	A	6,000
38	A	7,000
39-43	A	7,000
44	A	6,000
45-54	A	5,000
1-4	B	5,000

**\*\*NOTE:** Lots 7A-27A are from Costa Bella Section Two, as shown on the Replat, the remaining lot designations are from Costa Bella, as shown on the Original Plat.

(e) In no event or circumstance shall a residence be constructed upon the Property which incorporates the following architectural styles: colonial, Georgian, federal, or Victorian. The Architectural Control Committee's interpretation of the architectural style of a residence for the purpose of compliance with this Section 2.01(e) shall be final.

(f) Unless otherwise expressly approved by the Architectural Control Committee the exterior walls of any residence shall consist of one hundred percent (100%) stone or stucco constructed in strict compliance with the requirements of the Architectural Control Committee. Notwithstanding the foregoing provision, the Architectural Control Committee shall have the authority to permit the use of wood siding or brick in specific circumstances where the Architectural Control Committee determines the limited use of wood siding or brick to be appropriate and consistent with the design requirements established by the Architectural Control Committee, but in no event shall the exterior walls of any residence consist of greater than five percent (5.0%) wood siding or brick. Notwithstanding anything in this Section 2.01(f) or elsewhere in this Declaration to the contrary, orange or red brick shall not be permitted on the exterior walls of any residence unless otherwise approved by the Architectural Control Committee.

(g) All roofs shall be constructed of clay or concrete tile, non-reflective metal, slate, or other material expressly approved by the Architectural Control Committee. The color and composition of all roof materials shall be expressly approved by the Architectural Control Committee.

(h) The location of all buildings and Improvements shall comply with the minimum setbacks shown on the subdivision plat of the Property (the "Plat"), if any. In addition to the requirements imposed by any Plat: (i) no building or other Improvement (except for a driveway, fencing, and septic fields and/or related facilities) shall be located nearer than fifty feet (50') from the front Lot line, and (ii) no building or other Improvement (except for a driveway, fencing, and septic fields and/or related facilities) shall be located nearer than ten feet (10') from any side Lot line, fifty feet (50') from any rear

Lot line, or fifty feet (50') from any major thoroughfare or collector street without the express prior written approval of the Architectural Control Committee. In addition to the individual ten foot (10') side Lot line setbacks set forth in the preceding sentence, the two side yard setbacks for each Lot shall total not less than thirty feet (30'). Notwithstanding any provision in this Section 2.01(h) to the contrary, no gates or fencing shall be located nearer than twenty-five (25') from any Lot line adjacent to a public or private street. Side and rear fence setbacks shall be expressly approved by the Architectural Control Committee prior to the erection of any fence along and adjacent to the side and rear property lines of any Lot.

For the purpose of this restriction, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this sentence shall not be construed to permit any portion of any construction or building on any Lot to encroach upon another Lot or property.

(i) No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot; provided that, in connection with its development of the Property and sale of Lots, Declarant, or Declarant's licensees, shall have the right to maintain model homes, temporary or permanent sales and marketing centers and offices, and conduct open houses or other marketing events, to which the general public may be invited. Notwithstanding anything in this Section 2.01(i) or the Declaration to the contrary, Owner may conduct "discreet business activities" within a single family residence constructed upon a Lot so long as the existence or operation of the business activity is not apparent or detectable by site, sound or smell from outside the residence; the business activity does not involve regular visitation of the Lot or door-to-door solicitation of residents of the Property; and the business activity is consistent with the residential character of the Property and does not violate any term or provision of this Declaration.

(j) No portion of the Property may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies, or for a carport or other automobile storage open on more than one side.

(k) No Lot may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but Lots may be leased for single family residential purposes for a minimum term of six (6) months; provided that any lease agreement must be in writing and must be made specifically subject to this Declaration.

(l) Only wood or vinyl-clad wood windows, unless specifically approved by the Architectural Control Committee, shall be permitted and all windows on each residence shall have a consistent design throughout the residence and shall strictly comply with requirements established by the Architectural Control Committee.

(m) The design, construction materials, and location of (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, shall be approved by the Architectural Control Committee. Driveways shall be a minimum of ten feet (10') in width at their narrowest point. Driveways on corner lots abutting a cul-de-sac and another roadway shall access off the cul-de-sac. No asphalt driveways shall be permitted. Driveways must be located a minimum of five feet (5') from the side yard lot line and there shall be at least a twenty feet (20') buffer between driveways on adjoining lots which must be landscaped to screen one driveway from the other except as may be otherwise expressly approved in writing by the Architectural Control Committee. The Architectural Control Committee shall establish design and materials requirements for all driveway culverts to insure that they are consistent in appearance throughout the Property.

(n) The location, design, and materials used in construction of all mailboxes including, without limitation, an address identification marker and a light, shall be approved in advance by the Architectural Control Committee.

(o) The Declarant shall be entitled to require each Owner of a Lot to install an address column (the "Address Column") on such Owner's Lot in accordance with design, construction, and electrical plans and specifications adopted by the Architectural Control Committee. Construction and erection of the Address Column shall be completed prior to the occupancy of any residential structure located upon such Owner's Lot. Each Owner, at such Owner's sole cost and expense, shall be obligated to maintain the Address Column and all electrical fixtures associated therewith which are located on such Owner's Lot.

(p) All gates, fences, and retaining walls must be constructed of wrought iron, stone, or wrought iron/stone combination, must not exceed six feet (6') in height. The height, location, design, and color of gates, fences and retaining walls must be approved by the Architectural Control Committee.

(q) There shall be no restriction by this Declaration, or the Architectural Guidelines on an Owner's ability to remove brush or trees and no requirement to replace or revegetate for brush or trees.

(r) Notwithstanding any provision in this Declaration to the contrary, detached living or recreational structures (the "Detached Structure") of no greater than six hundred (600) square feet each may be constructed upon a Lot if (i) the materials, plans and specifications for the Detached Structure conform to the terms and provisions of this Declaration and are approved by the Architectural Control Committee in advance of construction; and (ii) all metered utilities delivered to the Detached Structure are measured from the meter which measures utilities delivered to the principal residence constructed upon the Lot. Under no circumstance or event shall the Detached Structure be rented or leased to any person or entity unless that person or entity, at the same time and for the same duration, also leases the principal residential structure located upon the Lot.

(s) Notwithstanding any provision in this Declaration to the contrary, one (1) private boat dock per Lot (the "Private Dock") may be constructed on each of Lots 27, 32 through 44, of Block A in the Property, pursuant to the terms of this Section 2.01(s). The construction, operation, and maintenance of each Private Dock shall comply with this Declaration and all applicable governmental rules, ordinances, and regulations. Each Private Dock shall be constructed of the same flotation materials, decking and colors as the docks constructed, or to be constructed, on Lot 26 unless otherwise approved by the Architectural Control Committee. A roof shall be constructed over each Private Dock used for power boats, which roof shall be of the same materials and color as the roof of the marina facility constructed, or to be constructed, on Lot 26, unless otherwise approved by the Architectural Control Committee. Equipment lockers shall be permitted on each Private Dock, provided that the plans and specifications for such equipment locker have been submitted and approved by the Architectural Control Committee in advance of construction.

(t) Pylon lighting shall be installed prior to completion of the primary residence constructed on a Lot, and such lighting shall comply with design guidelines and specifications established by the Architectural Control Committee and/or Declarant.

**2.02. Antennae and Solar Systems.** Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc (collectively "Antennae"), nor any solar energy system ("Solar System"), shall be erected, maintained or placed on a Lot; provided, however, that one (1) satellite dish or other similar instrument with a diameter no greater than one (1) meter may be permitted

on each Lot in a location approved by the Architectural Control Committee. Prior to the erection of any Antennae (unless otherwise permitted by this Section 2.02) or Solar System, plans and specifications and a proposal for screening shall be presented to and a variance expressly approved by the Architectural Control Committee, which variance approval may be denied for any reason whatsoever. Any Antennae or Solar System, if approved, shall be entirely screened from view from adjacent lots and streets. The Architectural Control Committee shall have the authority to adopt rules and regulations otherwise in compliance with rules adopted by the Federal Communications Commission for the erection, use, screening, or placement of antennae and satellite dishes which are one (1) meter or less in diameter.

**2.03. Insurance Rates.** Nothing shall be done or kept on the Property that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, the Association Property, or the improvements located thereon, without the prior written approval of the Board.

**2.04. Subdividing and Easements.** No Lot shall be further divided or subdivided, nor may any easements or other interests therein covering less than the whole Lot be conveyed by the Owner thereof without the prior express written approval of the Declarant. Notwithstanding the foregoing, two adjacent Lots may be consolidated and resubdivided as one Lot for the purposes of constructing one single-family residence and related improvements and appurtenances. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No shrubbery, fence or other obstruction shall be placed in any easement. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or any other landscaping or Improvements or to other property of the Owner situated within any such easement.

**2.05. Signs.** No sign of any kind, including, without limitation, signs advertising property for sale or lease, shall be displayed to the public view without the express prior written approval of the Declarant except for signs that are part of Declarant's marketing plan for the Property or any part thereof. The Declarant may permit or prohibit signs of any type advertising a portion of the Property for sale or lease, as it elects, in its sole discretion. Declarant intends to implement a marketing program for the Property, which shall include signs advertising property for sale.

**2.06. Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or otherwise appropriately screened from view from any portion of the Property, other than the Lot on which such containers are properly located. Trash containers may be placed on the street the evening before the scheduled pick-up and must be returned to the out-of-sight location the night of the pick-up.

**2.07. Noise.** No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm).

**2.08. Construction of Improvements.** No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any of the Property without the prior written approval of the Architectural Control Committee.

**2.09. Repair of Buildings.** All Improvements upon any of the Property that are not maintained by the Association shall at all times be kept in good condition and repair and adequately maintained by the Owner thereof. The opinion of the Architectural Control Committee as to condition and repair shall be final.

**2.10. Alteration or Removal of Improvements.** Any alteration, remodeling, or construction that in any way alters or modifies the exterior appearance of any Improvements, or the removal of any Improvements within the Property, shall be performed only with the prior written approval of the Architectural Control Committee.

**2.11. Drainage.** There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved in writing by the Architectural Control Committee.

**2.12. Hazardous Activities.** No activities may be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well-designed interior or ACC (Architectural Control Committee) approved exterior fireplaces or fire pits, or in contained barbecue units which are attended while in use and used for cooking purposes only.

**2.13. Temporary Structures.** No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Property without the written approval of the Architectural Control Committee; provided, however, that temporary structures necessary for marketing and sales, and storage of tools and equipment and for office space for architects, builders, and foreman during actual construction may be maintained with the prior approval of Architectural Control Committee, such approval to include the nature, size, duration, and location of such structure.

**2.14. Mining and Drilling.** No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

**2.15. Unightly Articles: Vehicles.** No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks larger than a 3/4 ton pickup, boats, golf carts, tractors, semi-trailers, campers, wagons, buses, motorcycles, motor scooters, machinery, garden maintenance equipment and inoperable vehicles shall be kept at all times, except when in actual use, in enclosed structures or screened from view, and no repair or maintenance work shall be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics (including, without limitation, clothes lines) shall be screened from view from any portion of the Property other than the Lot on which such areas, piles and facilities are properly located. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scraps, refuse, or trash of any kind shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened



from view from any portion of the Property other than the Lot on which such materials are properly located. Basketball goals that are visible from the street in front of a residence are prohibited.

**2.16. Animals.** No animals or fowl, other than a reasonable number of domestic pets shall be maintained on any lot. No animals shall be kept, bred or raised for commercial purposes or in unreasonable quantities. In no event shall any domestic pet be allowed to run free away from its owner's lot without a leash, or so as to create a nuisance. Dogs must be on a leash at all times when outside property. Walkers with dogs must clean up after their pets. Owners will be held responsible for excessive odors or noises from animals which create nuisance to others. All pets shall be kept on the Owner's Lot and shall not be allowed to roam loose.

**2.17. Travel Trailers and Recreational Vehicles.** No travel trailers or recreational vehicles shall be parked for any period of time on Common Area or Association designated areas, streets, or thorough fares, or individual Lots.

**2.18. Owner's Responsibility for Maintenance.** Each Owner shall maintain and keep in a good state of repair the interior and exterior of all buildings, structures, and other Improvements of any kind or nature that are located upon such Owner's Lot. An Owner, when exercising the right and responsibility of repair, maintenance, replacement, or remodeling, as herein defined, shall never alter in any manner whatsoever the color and exterior appearance of the Improvements located on such Owner's Lot, except by written consent of the Architectural Control Committee. Each Owner shall, however, have the exclusive right to paint, plaster, panel, tile, wax, paper, or otherwise refinish and decorate the inner surface of the walls, ceilings, floors, windows, and doors within such Owner's structure. In the event an Owner fails to maintain the Improvements located on such Owner's Lot as provided herein in a manner that the Architectural Control Committee deems necessary to preserve the appearance and value of the Property, the Architectural Control Committee may notify such Owner of the work required and request that it be done within thirty (30) days from the giving of such notice. In the event such Owner fails to complete such work or maintenance within said period, the Architectural Control Committee shall so notify the Board, and the board may (but shall not be obligated to) cause such work to be done and the Owner shall be personally liable to the Association for the cost of such work. If the Owner fails to pay such cost upon demand, such cost (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) shall be added to the Assessment chargeable to the Owner's Lot(s). Any such amounts added to the Assessments chargeable against a Lot shall be secured by the liens reserved in this 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 Lot(s). Each such Owner shall indemnify and hold harmless the Association, its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section 2.21 (including any cost, fees, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

**2.19. Liability of Owners for Damage to Common Area.** No Owner shall in any way alter, modify, add to, or otherwise perform any work whatsoever upon the Common Area. The Owner of each Lot shall be liable to the Association for all damages to: (i) the Common Area or any Improvements constructed thereon; or (ii) to any Improvements constructed upon any Lot, the maintenance of which has been assumed by the Association; which damage is caused by the neglect, misuse or negligence of such Owner or any tenant or other occupant of such Owner's Lot or such Owner's guest or invitee. The full

cost of all repairs of such damage shall be an Assessment against the Owner's Lot, secured by a lien against the Owner's Lot and collectible in the same manner as provided in this Declaration.

**2.20. Compliance with the Declaration.** Each Owner shall comply strictly with the provisions of the Declaration (the "Restrictions") as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of the Restrictions and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Manager or Board on behalf of the Association, or by the Architectural Control Committee or by an aggrieved Owner. Without limiting any rights or powers of the Association or the Board set out in this Declaration, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of this Declaration, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. 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) shall be added to the Assessment chargeable to the Owner's Lot(s). Any such amounts added to the Assessments chargeable against a Lot shall 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 Lot(s). Each such Owner shall indemnify and hold harmless the Association, its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section 2.20 (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

**2.21. Butane and Fuel Tanks.** Subject to prior approval of the Architectural Control Committee, butane or other fuel tanks for permanent residential use may be installed and used in conjunction with a single family residence on a Lot provided that each tank must be buried underground or recessed so that it is not visible from any portion of the Property.

**2.22. No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

**2.23. Swimming Pools.** Any swimming pool constructed on a Lot must comply with all applicable governmental requirements, rules, regulations, codes, standards and ordinances. Nothing in this Section 2.23 is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements.

**2.24. Tennis Courts.** No tennis courts, sports courts, residential recreational sports facilities, including but not limited to basketball facilities, may be constructed upon a Lot unless the plans and specifications for such improvements are approved in advance by the Architectural Control Committee, and a written variance has been issued by the Architectural Control Committee pursuant to Section 6.01(g). Any such variance must require that the tennis court, sports court, or residential sports facility, including but not limited to basketball facilities, not be visible from the front of the residence.

**2.25. Fireworks.** Fireworks may only be discharged on July 4<sup>th</sup> and New Year's Eve provided that there are no Travis County burn bans in effect on those days. Homeowners are responsible to clean up ANY refuse produced by the fireworks, and NO fireworks are permitted during Travis County burn bans. Discharge of fireworks on any other days is prohibited.

**2.26 Parking in Street.** No vehicles shall be parked on any street within the Subdivision between the hours of 2:00 a.m. and 5:00 a.m.

### **ARTICLE III**

#### **THE ASSOCIATION**

**3.01. Organization.** The Association shall be a non-profit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Notwithstanding any provision in this Declaration to the contrary, Declarant shall be under no obligation to administer, finance, or cause the creation of the Association.

**3.02. Membership.**

- (a) Any person or entity, upon becoming an Owner, shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the ownership of the Lot that qualifies the Owner thereof for membership. Membership in the Association may not be severed from the ownership of a Lot, or in any way transferred, pledged, mortgaged, or alienated, except together with the title to the said Lot.
- (b) Every Member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to such Member's Lot, subject to the following restrictions and reservations:
  - (i) the right of the Association to suspend the Member's voting right and right to use the Common Area for any period during which any Assessment against such Member's Lot(s) remains past due, and for any period during which a Member is in violation of the Association Restrictions;
  - (ii) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility on such conditions as may be agreed to by the Members;
  - (iii) the right of the Association to borrow money for the purpose of improving or maintaining the Common Area and, in aid thereof, to mortgage said Common Area;
  - (iv) the right of the Association to make reasonable rules and regulations regarding the use of the Common Area and facilities located thereon by the Members and other persons entitled to

such use which may include rules and regulations specifically related to the marina and marina related uses; and

- (v) the right of the Association to contract for services with third parties on such terms as the Association may determine to be in the best interest of the Association.

**3.03. Voting Rights.** The right to cast votes and the number of votes which may be cast for election of members of the Board and on all other matters to be voted on by the Members shall be calculated as follows:

- (a) The Owner of each Lot shall have one (1) vote for each lot so owned. In no event, except as set forth in Section 3.03(b) below, shall any Lot be entitled to more than one (1) vote; provided, however, that in the event of the resubdivision of any Lot into two or more Lots, the number of votes to which such Lot is entitled shall be increased as necessary to retain the ratio of one (1) vote for each Lot resulting from such resubdivision. No resubdivision shall be effective, for purposes of the Association Restrictions, unless the same is approved by the appropriate governmental entity in accordance with the requirements of Chapter 212 of the Texas Local Government Code then in effect (or its successor statute), and duly recorded in the Real Property Records of Travis County, Texas. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, voting rights and the obligations for the payment of assessments shall continue to be determined according to the number of original Lots contained in such consolidated Lot. Nothing herein shall be construed as authorization for any resubdivision or consolidation of Lots; such actions are subject to and require the prior approval of the Master Architectural Committee pursuant to other provisions of this Declaration.
- (b) In addition to the votes to which Declarant is entitled by reason of Section 3.03(a), for every one (1) vote outstanding in favor of any other person or entity, Declarant shall have four (4) additional votes until such time as Declarant has conveyed eighty percent (80%) of the Lots to Owners other than Declarant.
- (c) The right of any Owner to vote may be suspended by the Association, acting through the Board, for any period during which any Assessment against such Owner's Lot(s) remains past due, for any period during which such Owner or such Owner's Lot(s) is in violation of the Association Restrictions.

**3.04. Duties of the Association.** Subject to and in accordance with these restrictions, the Association acting through the Board shall have and perform each of the following duties:

- (a) Association Property.
  - (1) Ownership and Control. To accept, own, operate, and maintain all Common Area, together with all improvements of whatever kind and for whatever purpose that may be located in said Common Area, and all sidewalks, pathways and private driveways and streets located within the Property.

- (2) **Repair and Maintenance.** To maintain in good repair and condition the Common Area and all lands, Improvements, security devices, and other property owned by or leased to the Association, including, without limitation, all sidewalks, pathways, private streets, driveways and fences located within the Property.
- (3) **Taxes.** To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Common Area to the extent that such taxes and assessment are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (b) **Insurance.** To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.
- (c) **Rules and Bylaws.** To make, establish, and promulgate and in its discretion, to amend or repeal and re-enact the Bylaws and such Association Rules not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions, including the use and occupancy of Common Area. In the event of any conflict between the terms and provisions of the Articles, Bylaws, or any other Association Rules with this Declaration, the terms and provisions of this Declaration are intended to, and shall be controlling.
- (d) **Records.** To keep books and records of the Association's affairs and to make such books and records, together with current copies of the Association Restrictions available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.
- (e) **Other.** To carry out and enforce all duties of the Association set forth in the Association Restrictions.

**3.05. Powers and Authority of the Association.** The Association shall have the powers of a Texas non-profit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration, the Articles and the Bylaws. It shall further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

- (a) **Assessments.** To levy assessments as provided herein.
- (b) **Right of Entry and Enforcement.** To enter at any time in an emergency without notice, or in a non-emergency after twenty-four (24) hours written notice, without being liable to any Owner or any other person or entity, upon any Lot or into any Improvement thereon, or to enter at any time without notice onto any Common Area, for the purpose of enforcing the Association Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Association Restrictions. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the

Lot entered upon, shall be deemed a special Assessment against such Lot, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article V hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of the Association Restrictions. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce the Association Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns. Notwithstanding any provision herein to the contrary, the Association may not alter or demolish any Improvements on any Lot other than Common Area or Association Property in enforcing the Association Restrictions before judicial proceedings are instituted by the Association or the written consent of the Owner(s) of the affect Lot(s) has been obtained. Each such Owner shall indemnify and hold harmless the Association, its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section 3.05(b) (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

- (c) Conveyances. To grant and convey to any person or entity any real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way, or Mortgages, out of, in, on, over, or under any Association Property for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder:
- (1) Roads, streets, walks, street lights, driveways, parking lots, trails, paths and fences;
  - (2) Lines, cables, wires, conduits, pipelines, or other devices for utility purposes;
  - (3) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; or
  - (4) Any similar improvements or facilities.

Nothing set forth above, however, shall be construed to permit the use or occupancy of any improvement or other facility in any way that would violate applicable use and occupancy restrictions imposed thereon by the Association Restrictions, or by any governmental authority.

- (d) Manager. To retain and pay for the services of a Manager to manage and operate the Association, including the Association Property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any duties, powers, and functions to the Manager. The Members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.
- (e) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (f) Common Area Services. To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to, and all maintenance of the Common Area, including, but not limited to, any recreational facilities; to maintain and repair any recreational facilities, easements, roads, roadways, rights-of-way, parkways, median strips, sidewalks, paths, trails, fences, ponds, lakes located within or upon the Common Area, and to maintain and repair other portions of the Common Area.
- (g) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or Assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to applicable law or under the terms of the Association Restrictions.
- (h) Construction on Association Property. To construct new Improvements on or additions to Association Property, subject to the approval of the Architectural Committee.
- (i) Contracts; Property Ownership. To enter into contracts with Declarant and with other persons or entities on such terms and provisions as the Board shall determine, and to acquire, own, and dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.
- (j) Security Services. To provide for and construct and maintain facilities for the provision of security regarding the Property.

**3.06. Indemnification.** To the fullest extent permitted by applicable law, but without duplication of (and subject to) any rights or benefits arising under the Articles or Bylaws of the Association, the Association shall 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, shall 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. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant, or agent of the Association, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of the status of such person as such, whether or not the Association would have the power to indemnify such person against such liability hereunder or otherwise.

**3.07. Ownership, Maintenance and Assessments for Maintenance of Private Roads.** In accordance with the provisions and authority granted under Sections 3.04 and 3.05 of the Declaration, the Association shall own and have the obligation to maintain and levy and collect Assessments for the maintenance of \_\_\_\_\_ ( ) internal private roadways located in the private street public utility easement and drainage easement (collectively, the "Private Roadways"), as those Private Roadways are depicted on the final subdivision plat for \_\_\_\_\_, and any security gates or other devices controlling access (the "Security Facilities") to the Private Roadways. The Association shall levy Assessments against each Lot adjoining or benefitting from the Private Roadways for maintenance of the Private Roadways and Security Facilities, as the Association determines appropriate and in accordance with the provisions of the Declaration. The Private Roadways shall not be dedicated to or maintained by any municipality or Travis County. If the Private Roadways are acquired by Travis County, all special paving and medians within the Private Roadways and the Security Facilities shall be removed by the Association to meet Travis County standards. Further, an express easement is hereby granted across the Private Roadways and any adjoining Common Areas for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protection, solid and other waste materials pick-up and any other purpose any governmental authority deems necessary, and the Association does further agree that all governmental entities, their agents or employees, shall not be responsible or liable for any damage occurring to the surface of the Private Roadways and adjoining Common Area as a result of governmental vehicles traversing over the same.

## ARTICLE IV

### **INSURANCE AND CONDEMNATION**

**4.01. Insurance.** Each Owner shall be required to maintain insurance on the Improvements located upon such Owner's Lot, providing fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for Improvements similar in construction, location and use. Such insurance policies shall be for the full insurable value of the Improvements constructed upon each Lot, shall contain extended coverage and replacement costs endorsements, if reasonably available, and may also contain vandalism and malicious mischief coverage, special form endorsement, a stipulated amount clause and a determinable cash adjustment clause. The Association shall not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board in its discretion may deem necessary. Insurance premiums for such policies shall be a common expense to be included in the assessments levied by the Association. The acquisition of insurance by the Association shall be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

**4.02. Restoration.** In the event of any fire or other casualty, the Owner shall notify the Association within sixty (60) days of such casualty (the "Notification Deadline") whether the Owner will:



(i) repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof; or (ii) remove all Improvements from the Lot and restore the Lot to its natural grade. In the event Owner fails to notify the Association of its election pursuant to the foregoing sentence, Owner shall be deemed to have elected to restore and replace the damaged or destroyed structure. If Owner elects to restore or replace the damaged or destroyed structure, such repair, restoration or replacement shall be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the Notification Date of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not commence the removal of all Improvements from the Lot within thirty (30) after the Notification Date, the Association may commence, complete or effect such repair, restoration, replacement or removal, and such Owner shall be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or removal, the rights of the Association under this sentence shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1-1/2%) per month) shall be added to the Assessment chargeable to the Owner's Lot(s). Any such amounts added to the Assessments chargeable against a Lot shall 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 Lot(s). Each such Owner shall indemnify and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section 4.02, except for such cost, loss, damage, expense, liability, claim or cost of action arising by reason of the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

**4.03. Condemnation.** In the event that an action in eminent domain is brought to condemn a portion of the Common Area, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for a taking are determined, the damages or awards shall be divided uniformly with equal shares being allocated to each Lot, and thereafter such equal shares shall be paid to the account of each Owner and Mortgagee as their interests may appear, as disclosed to the Association in writing.

**4.04. Mechanic's and Materialmen's Lien.** Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this Article IV, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board and before the commencement of any reconstruction, repair, restoration or replacement, such Owner shall execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

**5.01. Assessments.** Each Owner of any Lot, by acceptance of a deed therefor or ownership interest thereto, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant to pay to the Association: (i) Assessments or charges (as specified in Section 5.03, 5.03A, 5.03B, and 5.03C hereof); (ii) Special Assessments (as specified in Section 5.04 hereof); and (iii) late charges (as specified in Section 5.06 hereof). All of such Assessments shall be fixed, established, and collected from time to time as hereinafter provided.

**5.02. Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety, and welfare of the Owners, and the maintenance and improvement of the Property or any part thereof, including, without limitation, Common Area, and for carrying out the purposes of the Association as stated herein or as otherwise provided in the Articles or Bylaws. Except as expressly provided in Section 5.03B below, no Assessments, regular or special, shall be levied against any Lot for costs associated with the construction of the streets and utilities within the Property, the security gate and perimeter fencing, and/or the clubhouse, tennis courts and other Common Area improvements.

**5.03. Establishing Assessments.** Each fiscal year, the Board shall estimate the expenses to be incurred by the Association during each year in performing its functions with respect to the Property, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and as between the Lots within the Property, the amount of the Assessments levied against each Lot shall be equal and uniform. The level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable by each Owner to the Association during the fiscal year in equal monthly, quarterly, semi-annual, annual, or other periodic installments, as the Board determines in its sole discretion, on or before the first day of the applicable period.

**5.03A. Limitation on Annual Assessment.** Unless otherwise approved by a 51% vote of the Membership, the Board may only increase the Annual Assessment by a maximum of ten percent (10%) of the then current assessment in any given year. Any Special Assessments approved by the Membership are not subject to the ten percent (10%) limitation set forth above, and shall not be considered part of the "then current assessment" in calculating the ten percent (10%) Annual Assessment limitation.

**5.03B. Assessment for Security.** Each Owner of a Lot may be assessed a security Assessment by the Association for maintenance and operation of the security gates and related security facilities located on the Property. The amount of the security Assessment shall be determined by the Board and assessed, billed, collected, secured, administered and payable in the same manner as other assessments under this Article V.

*NOTE: Original section 5.03B (reproduced below) was deleted per item 4 of the Amendment recorded as document 2000068454, but was then subsequently renumbered as 5.03C per item 10 of the Corrected Fourth Amendment recorded as document 2007205196, both of the Official Public Records, Travis County, Texas.*

**5.03C. Specific Assessment.** *It is anticipated that the Association will construct, operate and maintain fifty-six (56) boat slips on Lot 26 of the Property. Each Owner of a Lot who desires to obtain a license to use one of the boat slips may be assessed a specific Assessment by the Association for the costs necessary to construct, operate, and maintain boat dock slips and a marina on Lot 26 of the Property. The amount of the specific Assessment shall be determined by Board and assessed, collected, secured, administered and payable in the same manner as other assessments under this Article V. The boat slips will be licensed to Owners, on a first come first served basis, in exchange for periodic assessments for the costs necessary to construct, operate, and maintain the boat slip licensed by such Owner. The boat slip project will be developed in stages, the cost of such development being funded by specific assessments for construction (the "Construction Assessment") levied against Owners who desire a boat slip license. It is anticipated that the Construction Assessment for the first stage of construction of the boat slip project will include amounts for fixed costs which may benefit licensees of boat slips to be constructed at a later date. The Board will estimate, in good faith, the portion of the Construction Assessment levied against licensees of boat slips to be constructed in the first stage of development which benefit subsequent licensees, and shall incorporate, on a pro rata basis, such amount in the Construction Assessment levied against those Owners who desire a license for a boat slip to be constructed in subsequent stages of the project. Any portion of the Construction Assessment which exceeds the cost necessary to construct the boat slip to which such Construction Assessment relates, shall be deposited in a separate account maintained by the Association and used to defray the expenses to be incurred by the Association to operate and maintain all boat slips.*

**5.04. Special Assessments.** In addition to the Assessments authorized by Section 5.03 hereof, the Association may, by vote of its Members as set out in Section 5.04A hereof, levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of any Improvement located upon any of the Common Area, or any portion of the Property owned by the Association, including the necessary fixtures and personal property related thereto, or for carrying out other purposes of or otherwise benefiting the Association.

**5.04A. Vote Required for Special Assessment.** Special Assessments levied against the Owner(s) of a particular Lot to cure violations of the Association Restrictions by such Owner(s) shall be deemed approved and authorized automatically upon the occurrence of the events giving rise to such curative Special Assessments. Special Assessments to be levied against all Owners as authorized by Section 5.04 hereof must be approved by a majority of the total votes of the membership of the Association determined in accordance with Section 3.03 of this Declaration, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members in accordance with the Bylaws.

**5.05. Due Date of Assessments.** The first Assessment shall become due and payable on each Lot in accordance with the periodic payment schedule established by the Board in accordance with Section 5.03. The due date of any Special Assessment hereunder shall be fixed in the resolution authorizing such Assessment or, if not so fixed or established by other terms of this Declaration, the first day of the first month following the imposition of such Special Assessment. Payments shall be considered delinquent if not paid within five (5) days after their due date.

**5.06. Late Charges.** If any Assessment is not paid before it is delinquent, the Owner responsible for the payment thereof will be required by the Board to pay a late charge of 10% of the amount due, and such late charge (and any other applicable charges due) shall be a charge upon the Lots owned by the said Owner to which the Assessment relates, collectible in the same manner as herein provided for collection of Assessments, including foreclosure of the lien against such Lot(s); provided, however, such charge shall never exceed the maximum charges permitted under applicable law.

**5.07. Owner's Personal Obligation for Payment of Assessments.** The Assessments and late charges provided for herein shall be the personal and individual debt of each Owner. No diminution or abatement of Assessments shall be allowed for inconveniences arising from the making of repairs or improvements to the Common Area or any Lot, and no Owner may exempt himself from liability for such Assessments and charges through non-use of such Owner's Lot or otherwise.

**5.08. Assessment Lien and Foreclosure.** All sums assessed or charged in the manner provided in this Article but unpaid, together with all costs and expenses of collection, including reasonable attorney's fees, are secured by a continuing Assessment lien and shall constitute a charge on or against the Lot covered by such Assessment or charge, which shall bind such property in the hands of the Owner, and such Owner's heirs, devisees, and personal representatives, successors or assigns. The obligation to pay Assessments hereunder is part of the purchase price of each Lot when sold to an Owner. An express lien on each Lot is hereby granted and conveyed by Declarant to the Association to secure the payment thereof in each such instance, each such lien to be superior and paramount to any homestead or other exemption provided by law. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens, and all sums unpaid secured by a first-lien Mortgage securing sums borrowed for the purchase or improvements of the Lot in question, provided such Mortgage was recorded in the Real Property Records of Travis County, Texas before the delinquent Assessment was due. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the Real Property Records of Travis County, Texas. Each Owner, by accepting a deed to a Lot subject to this Declaration, shall be deemed conclusively to have granted a power of sale to the Association to secure and enforce at any time after such payment becomes delinquent by the non-judicial foreclosure of such lien on the defaulting Owner's Lot by the Association in like manner as a deed of trust or real property mortgage with power of sale under Tex. Prop. Code § 51.002. (For such purpose, Robert D. Burton of Travis County, Texas is hereby designated as trustee for the benefit of the Association, with the Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.) The Assessment liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Association may have by law and under the Association Restrictions, including the rights of the Association to institute suit against the Owner personally obligated to pay the Assessment for monetary damages and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses, and reasonable trustee's and attorney's fees incurred. The Association shall have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee holding a prior lien on any Lot, the Association shall report to said Mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any first-lien Mortgage, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first-lien Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Lot Owner from paying assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this paragraph, the Association shall upon the request of the Owner execute a release of lien relating to any lien for which

written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release shall be signed by an officer of the Association.

**5.09. Exemptions.** Notwithstanding any provision herein to the contrary, all Common Area shall be exempt from the payment of any Assessment levied by the Association, regular or special.

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE

**6.01. Construction of Improvements.** No Improvement may be erected, placed, constructed, painted, altered, modified or remodeled on any Lot, and no Lot may be resubdivided or consolidated with other Lots or Property, by anyone other than the Declarant, without the prior written approval of the Architectural Control Committee.

**6.02. Architectural Control Committee.**

(a) Composition. The Architectural Control Committee shall be composed of three (3) Members of the Board of directors appointed as provided below, who shall review Improvements proposed to be made by any Owner other than Declarant. Declarant shall have the right to appoint and remove (with or without cause), at any time, all members of the Architectural Control Committee. Declarant may delegate this right to the Board by written instrument, and thereafter, the Board shall have the right to appoint and remove all members of the Architectural Control Committee. At the first time at which Declarant owns no Property, the power to appoint and remove members of the Architectural Control Committee shall automatically be vested in the Board.

(b) Submission and Approval of Plans and Specifications. Two (2) copies of the construction plans and specifications (including but not limited to exterior views, exterior materials, colors and elevation, a drainage plan, a site plan showing the location of any proposed structure or improvement, and a driveway construction plan) or, when an Owner desires solely to resubdivide or consolidate Lots, a proposal in the form required by the Architectural Control Committee, and any other information or documents that may be required by the Architectural Control Committee, shall be delivered, together with any review fee which is imposed by the Architectural Control Committee in accordance with Section 6.02(d) to the Architectural Control Committee at the offices of Declarant at \_\_\_\_\_, or such other address as may hereafter be designated in writing from time to time, not less than sixty (60) days prior to the date on which the Owner proposes to commence construction or resubdivision/consolidation. No resubdivision or consolidation shall be made, nor any Improvement placed or allowed on any Lot, until the plans and specifications therefor and the builder which the Owner intends to use to construct the proposed structure or Improvement have been approved in writing by a majority of the members of the Architectural Control Committee. The Architectural Control Committee may, in reviewing such plans and specification consider any information that it deems, proper, including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Architectural Control Committee or any other entity; information relating to the question of whether any proposed Improvement would unreasonably obstruct the view from any portion of the Property or neighboring Lots; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. Notwithstanding the foregoing sentence, no provision in this Declaration or in any rules or guidelines adopted by the Architectural Control Committee pursuant to Section 6.02(a), shall be construed or interpreted to insure or represent that the Architectural Control Committee, the Board, or Declarant represents, warrants, or covenants to any Owner that the preservation of views from any Improvement

shall be a precondition to the approval of plans and specifications which pertain to any proposed Improvement. The Architectural Control Committee may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Architectural Control Committee, in its sole discretion, may require. A copy of the construction plans and specifications and a site plan showing the location of the proposed structure or Improvement, if approved, shall remain in the possession of the Architectural Control Committee until the Development is built out in its entirety. Site plans must be approved by the Architectural Control Committee prior to the clearing of any Lot, or the construction of any Improvements thereon. The Architectural Control Committee may refuse to approve plans and specifications for proposed Improvements, or for the resubdivision or consolidation of any Lot on any grounds that, in the sole and absolute discretion of the Architectural Control Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Attendance at meetings of the Architectural Control Committee shall be restricted unless otherwise approved by a majority of the members of the Architectural Control Committee to: (i) members of the Architectural Control Committee; (ii) the Lot Owner, or such Owner's representative, whose plans and specifications are to be considered at such meeting; and (iii) any consultant to the Architectural Control Committee.

(c) Submission and Approval of Landscaping Plans. Each Owner shall be required to install landscaping upon such Owner's Lot in accordance with landscaping plans approved in advance of installation by the Architectural Control Committee. Notwithstanding any provision in this Declaration to the contrary, such landscaping plans must be approved by the Architectural Control Committee prior to occupancy of the single family residential structure located on the Lot to which such landscaping plans relate. All landscaping shown on the landscaping plans and specifications approved by the Architectural Control Committee shall be installed, and all such landscaping shall be completed, on or before six (6) months after the landscaping plans have been approved by the Architectural Control Committee, unless a variance is obtained pursuant to Section 6.02(g).

(d) Adoption of Rules and Regulations. The Architectural Control Committee shall have the authority to adopt such procedural and substantive rules and guidelines (including without limitation the imposition of any requirements for certificates of compliance or completion relating to any Improvement), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder, including rules and guidelines establishing and describing its review procedures, and principles and criteria used in its review. The Architectural Control Committee may amend or modify or supplement its rules and guidelines from time to time as the Architectural Control Committee deems advisable. In addition the Architectural Control Committee shall have the power and authority to impose such reasonable charges for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges shall be held by the Architectural Control Committee and used to defray the administrative expenses incurred by the Architectural Control Committee in performing its duties hereunder, provided, however, that any excess funds held by the Architectural Control Committee shall be distributed to the Master Association at the end of each calendar year.

(e) Actions of the Architectural Control Committee. The Architectural Control Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Committee, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the members of the Architectural Control Committee taken at a duly constituted meeting shall constitute an act of the Architectural Control Committee.

(f) Failure to Act. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and the Architectural Control Committee shall fail either to approve or reject such plans and specifications for a period of twenty-one (21) days following such submission, no approval by the Architectural Control Committee shall be required, and approval of such plans and specifications shall be presumed; provided, however, that such twenty-one (21) day period shall not begin to run until all information required to be submitted by the Architectural Control Committee to assist in its review of any plans or specifications has been received by the Architectural Control Committee. Any failure of the Architectural Control Committee to act upon a request for a variance hereunder shall not be deemed a consent to such variance, and the Architectural Control Committee's written approval of all requests for variances shall be expressly required.

(g) Variances. The Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration, including, but not limited to, restrictions upon height, size, shape, floor areas, land area, placement of structures, set-backs, building envelopes, colors, materials, or land use, when, in the opinion of the Architectural Control Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Property, and such variance is justified due to visual or aesthetic considerations or unusual circumstances. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Architectural Control Committee. Plans and specifications which have been approved by the Architectural Control Committee without conditions or exception and which reflect deviations from this Declaration shall constitute a writing for the purpose of the foregoing sentence. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any supplemental declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration or any supplemental declaration for any purpose except as to the particular property and in the particular instance covered by the variance, and in no event shall such variance be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof.

(h) Duration of Approval. The approval of the Architectural Control Committee of any plans and specifications, whether by action or inaction, and any variances granted by the Architectural Control Committee shall be valid for a period of ninety (90) days only. If construction in accordance with such plans and specifications or variance is not commenced within such ninety (90) day period and diligently prosecuted to completion thereafter, the Owner shall be required to resubmit such plans and specifications or request for a variance to the Architectural Control Committee, and the Architectural Control Committee shall have the authority to re-evaluate such plans and specifications in accordance with this Section and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval thereof. The construction of any single family residence on a Lot pursuant to approved plans and specifications shall be completed within eighteen (18) months after the plans and specifications have been approved by the Architectural Control Committee. Remodel construction of any single family residence on a Lot pursuant to approved plans and specifications shall be completed within twelve (12) months after the plans and specifications have been approved by the Architectural Control Committee for each specific project.

(i) No Waiver of Future Approvals. The approval of the Architectural Control Committee to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Architectural Control Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specification on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor

shall such approval or consent be deemed to establish a precedent for future approvals by the Architectural Control Committee.

(j) Non-liability of Committee Members. Neither the Architectural Control Committee, nor any member thereof shall be liable to any Owner or to any other person for any loss, damage or injury arising out of the performance of the Architectural Control Committee's duties under this Declaration, unless such loss, damage, or injury is due to the willful misconduct or bad faith of the Architectural Control Committee or one or more of its members, as the case may be.



## ARTICLE VII

### MORTGAGE PROTECTION

7.01. **Notice to Association.** An Owner who mortgages such Owner's Lot and any residence or structure thereon shall notify the Board, giving the name and address of such Owner's Mortgagee. The Board may, at its election, maintain such information in a book entitled "Mortgagees of Owners."

7.02. **Examination of Books.** The Association shall permit Mortgagees to examine the books and records of the Association during normal business hours upon one business day's notice (not less than 24 hours).

7.03. **Taxes, Assessments and Charges.** All taxes, assessments and charges which may become liens prior to first lien mortgages under local law shall relate only to the individual Lots and not to the Property as a whole.

## ARTICLE VIII

### ADDITION OF LAND

Declarant may, at any time and from time to time, add to the Property all or any portion of the real property depicted on Exhibit "A" of the Declaration recorded at Volume 13143, Page 832, Real Property Records, Travis County, Texas (the "Added Land") and, upon such addition, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall apply to the added land, and the rights, privileges, duties, and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. Notwithstanding any provision in this Article VIII or the Declaration to the contrary, in no circumstance or event shall more than fifteen (15) Lots be permitted on the "South Tract", or more than nine (9) Lots be permitted on the "North Tract", both tracts being identified on Exhibit "A". In order to add lands to the Property hereunder, Declarant shall be required only to record in the Real Property Records of Travis County, Texas, a notice of addition of land containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the book and page numbers of the Travis County Real Property Records wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall apply to the added land; and
- (c) A legal description of the added land.

**Addition of Land: Other.** In addition to the Added Land, Declarant may, at any time and from time to time, add land to the Property, and upon the filing of a notice of addition of land as hereinafter described, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein (as modified or amended by the covenants, conditions, restrictions and obligations, if any, set forth in the Notice) shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property hereunder, Declarant shall be

required only to record in the Official Public Records of Travis County, Texas, a notice of addition of land containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the book and page numbers of the Travis County Real Property Records wherein this Declaration is recorded,
- (B) A statement that the provisions of this Declaration shall apply to the added land, and
- (C) A legal description of the added land

## **ARTICLE IX**

### **GENERAL PROVISIONS**

**9.01. Duration.** This Declaration and the covenants, conditions, restrictions, easements, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Real Property Records of Travis County, Texas, and continuing through and including January 1, 2050, after which time this Declaration shall be automatically extended for successive periods of five (5) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by members of the Association, entitled to cast at least seventy percent (70%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that such change shall be effective only upon the recording of a certified copy of such resolution in the Real Property Records of Travis County, Texas.

**9.02. Amendment.** This Declaration may be amended or terminated by the recording in the Real Property Records of Travis County, Texas, of an instrument setting forth the amendment executed and acknowledged by the Declarant and the President and Secretary of the Association certifying that such amendment has been approved by the Members of the Association, excluding Declarant, entitled to cast at least fifty-one percent (51.0%) of the number of votes of the Association. This Declaration may be amended by Declarant, acting alone, to correct a typographical error or if such amendment is required to bring any provision of this Declaration into compliance with any applicable governmental statute, rule, regulation, requirement or judicial determination.

**9.03. Roadway, Utility and General Fence Easements.** Declarant reserves the right to locate, relocate, construct, erect, and maintain or cause to be located, constructed, erected, and maintained in and on any streets maintained by the Association or areas conveyed to the Association or reserved as Common Area roadways, sewer lines, water lines, cable television and other communication lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function beneath or above the surface of the ground and fences common to the entire Property, with the right of access to the same at any time for the purposes of repair and maintenance. Declarant hereby reserves, on behalf of the Association, an easement over and across each Lot but only to the extent necessary or required to replace light bulbs located on each Address Column.

**9.04. Notices.** Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally, by mail, or facsimile. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Saturday, 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 in writing to the Secretary of the Association for the purpose of service of notices, or to the residence located on the Lot owned by such person if no address has been given to the Secretary of the Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Association.

**9.05. Interpretation.** The provision of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property, provided, however, that the provisions of this Declaration shall not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Property. This Declaration shall be construed and governed under the laws of the State of Texas.

**9.06. Construction Activities.** This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements upon Lots within the Property, so long as such construction is pursuant to proper approval of the Architectural Control Committee.

**9.07. Gender.** Whenever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

**9.08. Assignment of Declarant.** Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

**9.09. Enforcement and Nonwaiver.**

- (a) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant, and/or the Association shall have the right to enforce all of the provisions of this Declaration. The Association may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any provision hereof.
- (b) Every act or omission whereby any provision of the Association Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association.
- (c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.
- (d) The failure to enforce any provision of the Association Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Association Restrictions.

9.10.

**Construction.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. 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 affect that which is set forth in any of the paragraphs, sections, or articles hereof.

(Remainder of page intentionally left blank)

EXECUTED this 6 day of April, 2009.

COSTA BELLA WATERFRONT  
COMMUNITY, INC.,  
a Texas non-profit corporation

By: Cynthia Busby  
Printed name: CYNTHIA BUSBY  
Title: PRESIDENT

THE STATE OF TEXAS

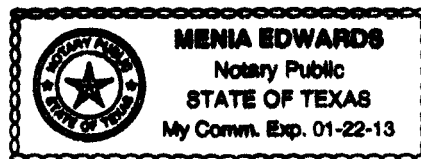
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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 6 day of April, 2009, by Cynthia Busby, President of COSTA BELLA WATERFRONT COMMUNITY, INC., a Texas non-profit corporation, on behalf of said corporation.

[Signature]  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:  
Arnold and Associates  
406 Sterzing Street  
Austin, Texas 78704



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2009 Apr 08 09:06 AM 2009055716

GONZALES \$128.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS