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**DECLARATION  
OF  
PARADISE COVE CONDOMINIUMS**

**located on**

**Black Locust Drive, Travis County Texas**

**Declaration Prepared by:**

**Nicholas C. Miller  
Graves, Dougherty, Hearon & Moody, P.C.  
401 Congress Avenue, Suite 2200  
Austin, Texas 78701  
(512) 480-5656  
nmiller@gdhm.com**

**ORIGINAL  
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## TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE 1. BASIC PROVISIONS<sup>1</sup></b>	
1.1 Name of Condominium .....	1
1.2 Name of Association .....	1
1.3 County in which Condominium is Located .....	1
1.4 Description of Real Property included in the Condominium .....	1
1.5 Unit Boundaries, Identifying Unit Number and Condominium Plat..	1
1.6 Number of Units Created .....	1
1.7 Allocated Interest in Common Elements Allocated to Each Unit .....	1
1.8 Restrictions on Use, Occupancy or Alienation of Units .....	1
1.9 Easements and Other Encumbrances .....	1
1.10 Methods for Amending the Declaration .....	1
1.11 Association's Obligation to Rebuild or Repair following a Casualty; Disposition of Casualty Insurance Proceeds.....	2
1.12 Special Rights Reserved by Declarant.....	2
<b>ARTICLE 2. RECITALS<sup>3</sup></b>	
2.1 Property .....	3
2.2 Submission of Property to the Texas Uniform Condominium Act....	3
2.3 Administration .....	3
2.4 Allocated Interests.....	3
2.5 Declaration.....	4
<b>ARTICLE 3. DEFINITIONS<sup>4</sup></b>	
3.1 Articles .....	4
3.2 Association.....	4
3.3 Board .....	4
3.4 Bylaws.....	4
3.5 Common Elements.....	4
3.6 Common Expenses .....	4
3.7 Common Fund .....	5
3.8 Condominium.....	5
3.9 Condominium Plat.....	5
3.10 Declarant.....	5
3.11 Declaration.....	5
3.12 General Common Elements .....	5
3.13 Governing Instruments .....	5
3.14 Limited Common Elements .....	5
3.15 Mortgage .....	5
3.16 Mortgagee.....	5
3.17 Owner .....	5
3.18 Property .....	5
3.19 Replacement Reserve Fund.....	5
3.20 Rules .....	5
3.21 Super Majority .....	6

3.22	Unit.....	6
<b>ARTICLE 4. THE PROPERTY</b> 6		
4.1	Properly Subject to Declaration.....	6
4.2	Units.....	6
4.3	Common Elements.....	6
4.4	Limited Common Elements.....	7
4.5	Non-Exclusive Easements.....	7
4.6	Other Easements.....	7
4.7	Easements for Maintenance of Encroachments.....	7
<b>ARTICLE 5. THE ASSOCIATION</b> 7		
5.1	Duties.....	7
5.2	Powers.....	7
5.3	Architectural Control.....	7
5.4	Membership.....	10
<b>ARTICLE 6. REGULAR AND SPECIAL ASSESSMENTS</b> 11		
6.1	Covenant to Pay.....	11
6.2	Ad Valorem Taxes for Common Elements.....	11
6.3	Regular Assessments.....	11
6.4	Special Assessments.....	11
6.5	Fines.....	11
6.6	Collection.....	11
6.7	Common Fund.....	12
6.8	Statement of Indebtedness.....	12
<b>ARTICLE 7. INSURANCE, CASUALTY, AND REBUILDING</b> 12		
7.1	Association.....	12
7.2	Owners.....	12
<b>ARTICLE 8. USE AND RESTRICTIONS</b> 12		
8.1	Use.....	12
8.2	Subdivision.....	12
8.3	Antennae.....	12
8.4	Outside Construction.....	13
8.5	Storage of Personal Property.....	13
8.6	Refuse Disposal.....	13
8.7	Nuisance.....	13
8.8	Construction.....	13
8.9	Repair of Improvements.....	13
8.10	Alteration or Removal of Improvements.....	13
8.11	Roofing Materials.....	13
8.12	Unightly Articles; Vehicles.....	13
8.13	Mobile Homes, Travel Trailers and Recreational Vehicles.....	14
8.14	Animals.....	14
8.15	Window Coverings.....	14
8.16	Signs.....	14
8.17	Fences.....	14
8.18	Nondiscrimination.....	14

8.19	Leasing .....	14
8.20	Alterations of Interior of a Unit.....	14
8.21	Appeal of Board Decision.....	15
8.22	No Warranty of Enforceability.....	15
ARTICLE 9.PROTECTION OF MORTGAGEE15		
9.1	Notice of Association.....	15
9.2	Notice of Default.....	15
9.3	Examination of Books .....	15
9.4	Reserve Fund.....	15
9.5	Notice of Meetings .....	15
9.6	Approval by a Super Majority .....	15
9.7	Claims for Unpaid Assessments .....	16
9.8	Taxes, Assessments and Charges.....	16
ARTICLE 10.LIMITATIONS OF RESTRICTIONS ON DECLARANT16		
10.1	Declarant's Construction .....	16
10.2	Reservation of Development Rights by Declarant.....	16
ARTICLE 11.MISCELLANEOUS16		
11.1	Remedies .....	16
11.2	Rules and Regulations .....	17
11.3	Binding .....	17
11.4	Easement for Utilities .....	17
11.5	Severability.....	17
11.6	Non-Waiver of Remedies .....	17
11.7	Release of Liability and Indemnification of Directors and Officers.	17
11.8	Amendments .....	17

Exhibits:

- A Easements and Other Encumbrances
- B Condominium Plat

**DECLARATION OF CONDOMINIUM REGIME FOR  
PARADISE COVE CONDOMINIUMS**

COUNTY OF TRAVIS   §  
                                 §  
STATE OF TEXAS     §

KNOW ALL PERSONS BY THESE PRESENTS:

**BASTROP INVESTMENT GROUP, LP**, a Texas limited partnership (the "Declarant"), the owner of that certain tract of real property situated in Travis County, Texas more particularly described hereinafter together with all improvements thereon, wishes to submit such land and improvements located thereon to a condominium regime pursuant to the provisions of Chapter 82 of the Texas Property Code, which is known as the Texas Uniform Condominium Act, and does hereby establish and declares a condominium regime covering such land and Improvements in accordance with the provisions and terms hereof.

**ARTICLE 1.  
BASIC PROVISIONS**

In compliance with § 82.055 of the Texas Property Code, Declarant hereby states the following, each of which statements is qualified and made subject to the balance of this Declaration:

- 1.1     Name of Condominium:** Paradise Cove Condominiums.
- 1.2     Name of Association:** Paradise Cove Condominium Association, Inc., a Texas non-profit corporation.
- 1.3     County in which Condominium is Located:** Travis.
- 1.4     Description of Real Property included in the Condominium:** The property shown and described on that certain Minor Final Plat of KP Brothers Subdivision recorded as Document No. 201600230 of the Official Public Records of Travis County, Texas (the "Plat").
- 1.5     Unit Boundaries, Identifying Unit Number and Condominium Plat:** See Sections 3.22 and 4.2 and the Condominium Plat attached hereto as Exhibit B.
- 1.6     Number of Units Created:** 17, subject to reduction by Declarant.
- 1.7     Allocated Interest in Common Elements Allocated to Each Unit:** See Section 2.4 below and Texas Property Code § 82.057.
- 1.8     Restrictions on Use, Occupancy or Alienation of Units:** The Property is a residential condominium. Restrictions on use, occupancy and alienation of Units are set forth in Article 8 of this Declaration and in Rules adopted by the Association.
- 1.9     Easements and Other Encumbrances:** Set out in Exhibit A.
- 1.10    Methods for Amending the Declaration:** Set out in Section 11.8.

**1.11 Association's Obligation to Rebuild or Repair following a Casualty; Disposition of Casualty Insurance Proceeds:** Set out in Article 7.

**1.12 Special Declarant Rights Reserved by Declarant:** Declarant reserves the following rights, which apply to the entire Condominium regime until the expiration of the Declarant Control Period unless otherwise specified in this Section ("Special Declarant Rights"):

(a) **Signs.** Declarant may erect signs on the Property which are part of Declarant's overall marketing plan for the Property and Declarant's Units, without obtaining the prior written approval of the Board.

(b) **Easements.** Declarant reserves the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Texas Uniform Condominium Act and the Governing Instruments.

(c) **Amendments.** Declarant reserves the right to amend this Declaration for the purpose of exercising its Special Declarant Rights or as otherwise permitted in the Governing Instruments.

(d) **Reduction in Number of Units.** Declarant reserves the right to reduce the number of Units comprising the Condominium by amending the Declaration and Condominium Plat to eliminate one or more of the Units (an "Eliminated Unit"). Declarant cannot exercise this right as to a Unit conveyed by Declarant to a third party except with the written consent of the Owner of the Unit and its Mortgagee, if any. In the event of the reduction of the number of Units comprising the Condominium, the Allocated Interests in the Condominium for all Units automatically are reallocated on the same formula as originally the basis of allocations. For example, if the total Units is reduced to 15, each Unit allocation is as follows: an Allocated Interest in the Common Elements of 1/15<sup>th</sup>; an Allocated Interest in the Common Expenses of 1/15<sup>th</sup>; and an Allocated Interest in Voting of one vote.

(e) **Conveyance to the Association.** Declarant reserves the right to convey one or more Units (a "Relinquished Unit") comprising the Condominium to the Association by special warranty deed, "as is" and subject to all matters of record and the lien for accrued but unpaid property taxes and Assessments of the Condominium, but free and clear of Mortgages. In the event of the conveyance of a Relinquished Unit to the Association, the Association assumes responsibility for the payment of ad valorem taxes and Condominium Assessments attributable to the Unit, and the Declarant is released by the Association of liability.

(f) **Changes in the Plans Initially Assigned to a Unit.** Declarant reserves the right to amend the description assigned to a Unit so long as Declarant is the owner of such Unit or Units, which change, modification, or amendment may affect the location, size, appearance, mechanical, structural, and other components of the Unit to which such description relates. In the event Declarant elects to change the description assigned to a Unit owned by Declarant, Declarant shall file an amendment to the Declaration, and the Condominium Plat. In conjunction with any amendment to a description assigned to a Unit or Units, the amendment may reallocate area within 15 feet of the perimeter boundary of and immediately surrounding a Unit from the Common Elements to the area of individual ownership as a Unit and *vice versa* or change an area of General Common Elements to Limited Common Elements.

(g) **Completion of Improvements Indicated on the Condominium Plat.** Declarant reserves an easement over the Property to complete improvements shown on the Condominium Plat, as revised, modified, or amended, which easement shall continue until such time as Declarant, or any assignee of Declarant's rights reserved pursuant to this Section 1.12(d), no longer owns a Unit within the Property.

(h) **Assessments.** Declarant reserves the assessment payments rights and duties as permitted § 82.112(b) of the Texas Uniform Condominium Act.

(i) **Power to Appoint or Remove Officers and Directors During the Declarant Control Period.** Until the expiration of the Declarant Control Period, Declarant reserves the power and right to appoint or remove the officers and directors of the Association. The Declarant Control Period shall extend until 120 days after the conveyance of 75% of the Units to Owners other than Declarant (the "Declarant Control Period"). Notwithstanding the foregoing, not later than the 120<sup>th</sup> day after the earlier to occur of the following (a) the conveyance of 50% of the Units to Owners other than Declarant or (b) 10 years from the recording of this Declaration with the County Clerk, not less than one-third of the members of the Board must be elected by Unit Owners other than the Declarant. The foregoing right of the Declarant shall not be affected by any transfer of Special Declarant Rights created or reserved herein. After the expiration of the Declarant Control Period, the Unit Owners shall elect the Board, of at least three members who need not be Unit Owners, which members, within 31 days thereafter, shall elect the officers of the Association. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the period, but in that event the Declarant may require, for the duration of the period that the Declarant would otherwise control, that specified actions of the Association or the Board be approved by the Declarant before they become effective.

(j) **Transfer of Special Declarant Rights.** The rights reserved by Declarant under this Declaration may be transferred as provided in § 82.104 of the Texas Property Code. A conveyance by the Declarant shall not convey any Special Declarant Rights unless expressly so provided and unless the transferee also executes the conveyance instrument, as required by the Texas Uniform Condominium Act. Any mortgage of the Declarant's interest in the Condominium shall be deemed to include the Special Declarant Rights; and any foreclosure sale pursuant to such mortgage shall, at the option of the Mortgagee, convey the Special Declarant Rights.

## **ARTICLE 2. RECITALS**

2.1 **Property.** Declarant is the Owner of all of the real property, including the land, all improvements and structures on the property; and all easements, rights and appurtenances belonging to the Property.

2.2 **Submission of Property to the Texas Uniform Condominium Act.** Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act, which is codified in Chapter 82 of the Texas Property Code.

2.3 **Administration.** Declarant imposes on the Property mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the "Owners"). Declarant further intends, in accordance with the terms set forth herein and the Texas Uniform Condominium Act, that the Owners will govern the Property by means of an organization of Owners, which organization is hereinafter referred to as the "Association", as more particularly set forth herein. The formal name of the Association is Paradise Cove Condominium Association, Inc.

2.4 **Allocated Interests.** The Owners each shall have the following interests in the Condominium ("Allocated Interests");

(a) **Common Elements.** An undivided fractional interest in the Common Elements, equal to a fraction the numerator of which is one and the denominator of which is the total number of Units comprising the Condominium ("Allocated Interest in the Common Elements");

(b) **Common Expenses.** An undivided fractional share of the Common Expenses of the Association equal to a fraction the numerator of which is one and the denominator of which is the total number of Units comprising the Condominium times the Common Expenses ("Allocated Interest in the Common Expenses"); and

(c) **Voting.** One vote of the total of votes of the Association for each Unit owned ("Allocated Interest in Voting"). The Association will have one class of voting membership. All voting rights of an Owner will be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Declaration or is otherwise in default hereunder or under the Bylaws or rules and regulations of the Association.

**2.5 Declaration.** Therefore, the Declarant declares that the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units and Common Elements, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property and every part of the Property. All covenants, conditions, and restrictions, shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Owner of the Property or any interest in the Property and shall inure to the benefit of and be binding on each successor in interest of the Owners.

### **ARTICLE 3. DEFINITIONS**

Each capitalized term used in this Declaration not otherwise defined in this Declaration or in the exhibits hereto have the meanings specified or used in the Texas Uniform Condominium Act. In addition to terms defined elsewhere in this Declaration, the following are definitions of other of the terms used in this Declaration. Each defined term used in this Declaration shall be construed to be consistent with the meaning given such term by the Texas Uniform Condominium Act.

**3.1 "Articles"** means the Certificate of Formation of the Association that are or shall be filed in the Office of the Secretary of State of the State of Texas.

**3.2 "Association"** means Paradise Cove Condominium Association, Inc., a corporation organized as a non-profit corporation under the Texas Business Organizations Code, which is the Unit Owner's association organized under 82.101 of Texas Uniform Condominium Act, for the management of the Condominium, the membership of which consists of all of the Owners in the Property.

**3.3 "Board"** has the meaning as defined in § 82.003(4) of the Texas Uniform Condominium Act and is the Board of Directors of the Association.

**3.4 "Bylaws"** mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board.

**3.5 "Common Elements"** has the meaning as defined in § 82.003(5) of the Texas Uniform Condominium Act and means all portions of the Condominium other than the Units and includes both General and Limited Common Elements.

**3.6 "Common Expenses"** has the meaning as defined in § 82.003(7) of the Texas Uniform Condominium Act, and includes the assessments levied on the Owners as described herein.



3.7 **"Common Fund"** means any accumulation of the assessments and other monies of the Association for the repair, maintenance, insurance, and operation of the Property.

3.8 **"Condominium"** as used herein has the meaning as defined in § 82.003(8) of the Texas Uniform Condominium Act, which defines "*condominium*" as follows:

"Condominium" means a form of real property with portions of the real property designated for separate ownership or occupancy, and the remainder of the real property designated for common ownership or occupancy solely by the owners of those portions.

3.9 **"Condominium Plat"** has the meaning as defined in § 82.003(19) of the Texas Uniform Condominium Act and a copy of which is attached hereto, as amended from time to time by amendments recorded in the Official Public Records of Travis County, Texas.

3.10 **"Declarant"** has the meaning as defined in § 82.003(10) of the Texas Uniform Condominium Act and is Bastrop Investment Group, LP, a Texas limited partnership, and its successors and assigns.

3.11 **"Declaration"** means this document, as amended from time to time.

3.12 **"General Common Elements"** has the meaning as defined in § 82.003(14) of the Texas Uniform Condominium Act and means Common Elements that are not Limited Common Elements.

3.13 **"Governing Instruments"** means the Declaration, the Articles, and the Bylaws of the Association.

3.14 **"Limited Common Elements"** means the portion of the Common Elements reserved or allocated by or pursuant to the Declaration or by the Texas Uniform Condominium Act for the exclusive use of one or more, but less than all of the Units.

3.15 **"Mortgage"** means a security interest evidenced by a mortgage or deed of trust granted by an Owner in and to, or against, a Unit to secure the repayment of a loan, and duly filed for record in the Office of the County Clerk of Travis County, Texas.

3.16 **"Mortgagee"** means any person(s) who holds a Mortgage as security for repayment of a debt.

3.17 **"Owner"** has the meaning of "*unit owner*" as defined in § 82.003(24) of the Texas Uniform Condominium Act and means any person(s), firm, corporation or other entity that owns a Unit within the Condominium.

3.18 **"Property"** means the lot described on the Plat including the land, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto.

3.19 **"Replacement Reserve Fund"** means the reserve fund which may, though not required, be established pursuant to the Bylaws for repairs, maintenance and replacements to Common Elements and Limited Common Elements.

3.20 **"Rules"** mean the rules for Owners, tenants and occupants and refer to the rules and regulations for the Property adopted by the Board pursuant to this Declaration.

**3.21 "Super Majority"** means so long as the number of Units comprising the Condominium is 17 Units, 12 Units. If the number of Units comprising the Condominium is ever reduced below 17, then a Super Majority shall be 2/3rds of the Units rounded to the next highest whole number.

**3.22 "Unit"** has the meaning as defined in § 82.003(23) of the Texas Uniform Condominium Act and means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described by the Declaration. The boundaries of the Units are set out in Section 4.2 hereof and on the Condominium Plat.

#### **ARTICLE 4. THE PROPERTY**

**4.1 Property Subject to Declaration.** The Property is subject to this Declaration.

**4.2 Units.** The Condominium Plat depicts 17 Units (such Units labeled as lots A-Q on the Condominium Plat attached hereto), being horizontal and vertical boundaries, creating an envelope within which an Owner is to construct its residential building, garage and appurtenant improvements. Each Unit has a vertical boundary which intersects the ground level horizontal boundary perpendicularly at a 90 degree angle and proceeds 35 feet vertically to its horizontal boundary which is parallel to the ground level boundary. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one person. No Unit may be subdivided. The structure of the building and other improvements built within the boundaries of each Unit, including the perimeter foundation, walls and roof, windows and exterior doors, and the interiors thereof including floor coverings, ceilings, lathe, furring, wallboard, plasterboard, ceiling tiles and lights, sprinkler heads, plaster, paneling, tiles, wallpaper, paint floor coverings, interior and exterior surfaces of doors of the Unit, other finished service materials, and all improvements within the boundaries of a Unit are a part of the Unit and are not Common Elements. In addition, any furnaces, water and wastewater lines, air conditioners, wiring, and conduits outside the Unit that provide service to only that Unit are Limited Common Elements appurtenant to the Unit and shall be maintained and replaced by the Owner at the Owner's sole expense. Upon construction of the residence and other improvements within a Unit, the ground level boundary of the Unit shall be the bottom surface of the foundation and any structural support structures within the soil at its point of contact with the soil.

At the time of submission of the plans and specifications for the construction, repair, remodeling or replacement of a building or other improvement to a Unit or the Common Elements to the Architectural Control Committee, the Owner shall submit a request for any requested change in the boundaries of the Unit and reallocation of General Common Elements to Limited Common Elements for the Unit Owner's use, such as driveways, and walkways. Upon approval of the plans and specifications for the buildings and structures for a Unit, the Owner shall deliver to the Architectural Control Committee an amendment to this Declaration, containing revised Condominium Plat for the Unit with a legally accurate description of the revised boundaries for the Unit, and of the Common Elements intended to be reallocated as Limited Common Elements for such Unit. The plans and specifications for each Unit must be reviewed and approved by the Architectural Control Committee prior to construction of the improvements comprising the Unit. Upon approval of the amendment and revised Condominium Plat by the Architectural Control Committee, the Board shall cause to be executed and recorded the amendment, at the cost of the Owner of the Unit requesting the revision.

**4.3 Common Elements.** Each Owner shall be entitled to an undivided interest in the General Common Elements in the Allocated Interest set out in Section 2.4.

**4.4 Limited Common Elements.** Limited Common Elements are for the exclusive use of the Owners of the respective Units for which they specifically benefit. Additionally, as provided in the Texas Uniform Condominium Act the maintenance, repair and replacement of Limited Common Elements is a Common Expense of all Unit Owners as if it were for a General Common Element, except as expressly provided in this Declaration. Each Unit Owner is responsible for the cost of maintenance, repair, and replacement of utility installation or equipment and driveway serving only the Owner's Unit, without regard to whether the installation or equipment and driveway is located wholly or partially outside the designated boundaries of the Unit.

**4.5 Non-Exclusive Easements.** Each Owner shall have a non-exclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to the rights reserved to the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

**4.6 Other Easements.** The Association may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.

**4.7 Easements for Maintenance of Encroachments.** None of the rights and obligations of the Owners created in this Declaration or by the deeds granting the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

## **ARTICLE 5. THE ASSOCIATION**

**5.1 Duties.** The Association is charged with duties and invested with the powers prescribed by law or set forth in this Declaration and in the Association's Articles and Bylaws. The affairs of the Association shall be managed and its duties and obligations performed by a Board. Provisions regulating the number, term, qualifications, manner of election, and conduct of the meetings of the members of the Board shall be set forth in the Bylaws of the Association.

**5.2 Powers.** The affairs of the Condominium shall be administered by the Association which shall have the rights, powers and duties of the association as that term is used in the Texas Uniform Condominium Act. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insurance, and operation of the Property in accordance with the terms hereof.

**5.3 Architectural Control.** The Board or a committee appointed by the Board shall serve as the Architectural Control Committee for the Association, approving or disapproving construction, repair, remodeling, or replacement of improvements to the Property proposed by an Owner. The Board can dissolve the committee it has appointed and substitute itself as the Architectural Control Committee. The Board can overrule, supersede or amend any decision made by the Architectural Control Committee it has appointed; however any changes made by the Board must take place before construction begins on

any items previously approved by the Architectural Control Committee. The Architectural Control Committee may from time to time designate advisory members.

(a) **Action by Architectural Committee.** Items presented to the Architectural Control Committee shall be decided by a majority vote of its members. The Architectural Control Committee may hire consultants, including engineers and architects, and contractors to assist it in its duties hereunder. The costs and fees so incurred by the Architectural Control Committee shall be borne by the Owner seeking approval for which such third parties services are acquired. The Architectural Control Committee may establish reasonable fees and charges payable to the Association seeking approvals or variances from the Architectural Control Committee, including requiring reimbursement for all reasonable costs incurred in reviewing and processing such requests.

(b) **Term.** Each member of the Architectural Control Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, or if the Board is acting as the Architectural Control Committee, for such term as the member is a Director. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to act until a replacement member has been designated.

(c) **Adoption of Rules and Guidelines.** The Architectural Control Committee may adopt such procedural and substantive rules and guidelines ("Architectural Guidelines"), not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules and guidelines as the same may be amended from time to time. Absent a material change in circumstances or if an alteration or reconstruction of a previously approved improvement is being undertaken, once plans and specifications are approved by the Architectural Control Committee for a particular construction project, the Owner who has received such approval is not required to obtain a further approval for such construction if the rules and guidelines change subsequent to the original approval ("grandfathered improvements").

(d) **Review of Proposed Construction.** Whenever in this Declaration the approval of the Architectural Control Committee is required, it shall have the right to consider all of the plans and specifications for the improvement or proposal in question and all other facts which are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any improvement on the Property or any portion thereof, three complete sets of the final plans and specifications there for shall be submitted to the Architectural Control Committee, and construction, repair, remodeling or replacement thereof may not commence unless and until the Architectural Control Committee has approved such plans and specifications in writing. The Architectural Control Committee shall consider and act upon any and all plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans and specifications approved by the Architectural Control Committee. Until receipt by the Architectural Control Committee of any information or documents deemed necessary by the Architectural Control Committee, it may postpone review of any plans and specifications submitted for approval. The Architectural Control Committee shall have the authority to disapprove any proposed improvement and the decision of the Architectural Control Committee shall be final and binding so long as it is made in good faith. The Architectural Control Committee shall not be responsible for reviewing any proposed improvement, nor shall its approval of any plans or specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes. The Architectural Control Committee is authorized to request the submission of samples of proposed construction materials. At the option of the Architectural Control Committee, one complete set of the plans and specifications will be retained by the Architectural Control Committee, and one complete

set of plans and specifications will be marked "*Approved*" and returned to the owner or its designated representative. If found not to be in compliance with the rules and guidelines or this Declaration, the bylaws, rules and regulations or resolutions adopted by the Board, one set of such plans and specifications shall be marked "*Disapproved*," accompanied by a reasonable statement of items found not to comply with any such matter.

Any party requesting approval of a set of plans and specifications for use with a particular Unit shall submit a site plan showing the position of all proposed improvements in relationship to the Common Elements.

The party submitting such plans and specifications shall be required to point out to the Architectural Control Committee, and the Architectural Control Committee shall have the right to review and approve, any material changes to or deviations from any previously approved set of plans and specifications. The Architectural Control Committee shall have the right to prevent the construction of any improvements which have, in the Architectural Control Committee's sole opinion, material changes to or deviations from any previously approved set of plans and specifications.

(e) **Actions of the Architectural Control Committee.** The Architectural Control Committee may, by written 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. In the absence of such designation, the vote of the majority of all of the members of the Architectural Control Committee taken without a meeting, documented in accordance with the Texas Business Organizations Code, shall constitute an act of the Architectural Control Committee. Notwithstanding anything to the contrary, in the event the Architectural Control Committee fails to respond to a request for approval of plans and specifications within 45 days of receipt of all required information, the Architectural Control Committee shall be deemed to have approved such plans and specifications. The Architectural Control Committee shall have the authority to require any owner or owner's agents or contractors to cease and desist in constructing or altering any improvements, where such actions have not first been reviewed and approved (or deemed approved) or otherwise constitute a violation of the Declaration or the rules, regulations, and resolutions adopted by the Board or architectural guidelines adopted by the Architectural Control Committee. The violating owner shall remove such violating improvements or site work at its sole expense and without delay, returning same to its original condition or bring the property into compliance. If an owner proceeds with construction that is not approved by the Architectural Control Committee, or that is a variance of the approved plans and specifications, the Association may assess reasonable fines and may continue to assess such fines until Architectural Control Committee approval is granted or the violation is removed.

(f) **No Waiver of Future Approvals.** The approval or consent of the Architectural Control Committee to any plans or specifications for any work done or proposed or in connection with any other 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 specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

(g) **Variances.** The Architectural Control Committee may grant variances when, in the opinion of the Architectural Control Committee, in its sole and absolute discretion, such variance will not impair or detract from the quality of the development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two of the voting members of the Architectural Control Committee. 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 these covenants and restrictions applicable to the Unit for any purpose except as to the particular property and in a particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

(h) **No Implied Waiver or Estoppel.** No action or failure to act by the Architectural Control Committee or by the Board shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or Board of Directors with respect to the construction, repair, remodel or replacement of any improvements within the Condominium. Specifically, the approval by the Architectural Control Committee or the Board of any such construction, repair, remodel or replacement shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar construction, repair, remodel or replacement.

(i) **Non-liability.** Neither the Architectural Control Committee nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's respective duties under this Declaration, unless due to the willful misconduct or bad faith of such person. Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner due to the construction of any improvement within the Condominium.

(j) **Work in Progress.** The Architectural Control Committee, at its option, may inspect all work in progress to insure compliance with approved plans and specifications.

(k) **Certificate of Compliance.** Upon completion of any improvement, repair, remodel or replacement approved by the Architectural Control Committee and upon written request by the Owner of the Unit, the Architectural Control Committee acting through one of its officers may issue a compliance certificate ("Compliance Certificate") in a form suitable for recordation. The Compliance Certificate may identify the Unit and the improvements, the use or uses to be conducted thereon, and the plans and specifications on file with the Architectural Control Committee pursuant to which the improvements were made and shall specify that the improvements comply with the approved plans and specifications. The Compliance Certificate shall not be construed to certify the acceptability, sufficiency, or approval by the Architectural Control Committee or the Association of the actual construction of the improvements or the workmanship or materials thereof. The Owner is hereby notified that the Compliance Certificate in no way warrants, except as set forth above, the sufficiency, acceptability, or approval by the Architectural Control Committee of the construction, workmanship, materials, or equipment of the improvements. Preparation and recordation of such a Compliance Certificate shall be at the expense of the Owner of the improved Unit. The Architectural Control Committee, and its agents and employees, shall not be responsible for inspecting any proposed improvement, nor shall its approval of any plans or specifications be deemed approval of any improvement as to structural safety, engineering soundness or conformance with any building or other codes, regardless of the hiring by the Architectural Control Committee of any consultants to assist it in its duties hereunder.

**5.4 Membership.** Each Owner shall be a member of the Association so long as it shall be an Owner, and such membership shall automatically terminate when such ownership ceases. Upon the transfer of ownership of a Unit, however achieved, including, without limitation, by foreclosure of a lien upon a Unit, the new Owner thereof shall, concurrently with such transfer, become a member in the Association. Declarant, its successors or assigns, shall have the right to vote the votes of all Units owned by it, whether or not a residence is built in the Unit.

**ARTICLE 6.**  
**REGULAR AND SPECIAL ASSESSMENTS**

**6.1 Covenant to Pay.** Declarant covenants and agrees for each Unit owned by it, and each Owner by acceptance of the deed to such Owner's Unit, is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All monies collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of Common Elements by the Association. An Owner may not waive or otherwise escape liability for these assessments by non-use of the Common Elements or by abandonment of the Owner's Unit.

**6.2 Ad Valorem Taxes for Common Elements.** Each Unit shall include the percentage interest of the Common Elements for all purposes including, but not limited to, assessment of ad valorem taxes. Each Owner shall be solely responsible for payment of all taxes assessed on Common Elements included in or appurtenant to his Unit that are assessed by the tax assessor to such Unit.

**6.3 Regular Assessments.** Upon the recordation of this Declaration, the Board shall meet and establish a budget for the operation and maintenance of the Property for that portion of the calendar year then remaining, which budget shall set forth the Board's reasonable estimate of all expenses which the Association will incur and such operation and maintenance of the Property for the remainder of such year. Such budget, and all successive budgets, shall include a reasonable allowance for contingencies and shall include reasonable Replacement Reserve Fund for maintenance, repairs, and replacements to General Common Elements and Limited Common Elements, including those that must be replaced on a periodic basis. Such initial budget, and those adopted thereafter, shall provide for ad valorem tax expenses of the Common Elements only in the event that the taxing authorities having jurisdiction there over will not include the Common Elements in the assessment of individual Units. Thereafter, annually, in the last calendar quarter of each year, the Board shall meet and establish such a budget, for the next succeeding calendar year. Copies of each budget shall be posted at the Property for inspection by the Owners or otherwise disseminated as the Board may determine. After each such budget is adopted by the Board, the Board shall determine the Assessment required for the operation of the Condominium and the maintenance of the General Common Elements and Limited Common Elements and for the allowance for contingencies and the Replacement Reserve Fund for the calendar year in question, and the portion thereof allocable to each Owner. Each Owner shall be obligated to pay for such period, in advance, such share of the Assessment as determined by the Board.

**6.4 Special Assessments.** If the Board at any time, or from time to time, determines that the Assessments for any period are insufficient, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for such continued maintenance and operation. Without limiting the generality of the foregoing, such special assessment may be assessed because of casualty, condemnation, or other loss to any part of the General Common Elements and Limited Common Elements.

**6.5 Fines.** The Board shall have the power and authority to fine any Owner who violates a Rule.

**6.6 Collection.** The Board may impose a late charge and an interest rate factor up to 18% per annum or the highest nonusurious rate allowed by law, whichever is less, from the date any fine or assessment is originally due until paid. Monies owing to the Association are secured by the lien established by 82.113 of the Texas Property Code.

**6.7 Common Fund.** The Assessments collected by the Association shall be paid into the Common Fund to be held in trust for the use and benefit, directly or indirectly, of the Condominium. Such Common Fund may be expended by the Board for the purposes herein or as set forth in the Texas Uniform Condominium Act.

**6.8 Statement of Indebtedness.** Upon written request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Unit, and upon payment to the Association of a reasonable fee to be determined by the Association, the Association shall issue a written statement (the "Statement of Indebtedness") setting forth the unpaid Assessments, if any, with respect to the subject Unit, the amount and due date of the then current monthly assessment, and any credit for advance payments or prepaid items. Such statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

## **ARTICLE 7. INSURANCE, CASUALTY, AND REBUILDING**

**7.1 Association.** The Board shall obtain insurance as required by the Texas Uniform Condominium Act. In the event of a casualty to the Common Elements, the Association shall rebuild or repair according to § 82.111(i) of the Texas Uniform Condominium Act.

**7.2 Owners.** Each Owner shall be responsible for insuring its Unit, including the improvements, betterments, finish out, contents and furnishings of its Unit. All policies of property insurance carried by each Owner shall be without contribution with respect to the policies of property insurance obtained by the Board. Owners shall carry individual general liability insurance including personal injury and death coverage in an amount of not less than as set by the Board insuring against liability of such Owners, at their own cost and expense. In the event of a casualty to a Unit, the Owner of the Unit is solely responsible for the cost of repair and replacement of the building and other improvements comprising the Unit. In the event of a casualty to a Unit, the Owner of the Unit shall cause the Unit to be reconstructed in a good and workmanlike manner and in accordance with plans and specifications approved by the Architectural Control Committee or removed within 1 year from the casualty, unless written approval for a longer period is given by the Board. If an Owner is not going to rebuild its Unit within such period, the Owner shall promptly clean up the debris and ruins resulting from damage or destruction of the Unit and shall landscape and maintain the Unit in a neat and attractive, landscaped condition consistent with the Common Element grounds of the Property.

## **ARTICLE 8. USE AND RESTRICTIONS**

**8.1 Use.** Units shall be used for residential purposes as defined in the Texas Uniform Property Act and shall not be used for nonresidential uses; provided, however, Declarant may use its Units and the Common Elements for purposes of the sale of its Units.

**8.2 Subdivision.** No Unit may be subdivided or partitioned.

**8.3 Antennae.** No exterior radio or television antenna, or serial or satellite dish receiver (except such satellite dish not exceeding three feet in diameter which may be located on the rear of buildings constructed within a given Unit so long as the same is not visible from the street), or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or other entertainment purposes shall be erected or maintained on any building or Common Elements, without the prior written approval of the Board.



**8.4 Outside Construction.** Construction by an Owner outside its Unit is prohibited, except with the prior written consent of the Board.

**8.5 Storage of Personal Property.** All personal property of every kind must be stored inside an Owner's Unit. Nothing may be stored in the Common Elements without the prior written consent of the Board.

**8.6 Refuse Disposal.** No garbage, refuse or rubbish of any kind shall be placed or permitted to accumulate upon on any street, road or Common Elements. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. The Property shall not be used or maintained as a dumping ground for rubbish. No incinerators or other equipment for the storage or disposal of such material shall be permitted. No junk, repair, or wrecking yard shall be located on the Common Elements or any Unit.

**8.7 Nuisance.** Owners shall not use or allow use of its Unit or for any use which will create or emit any objectionable, offensive or noxious odor, dust gases, fumes, or other material, or which will in any manner violate any regulations or laws of local, state, or national governments. Under no circumstances shall an Owner use or allow a Unit or structure on the Property to be used for the storage of environmental waste or other toxic materials. Owners shall refrain from making noise or playing radios, televisions or any other electrical or mechanical device so loud that it may be heard outside the Unit or by other Owners and shall comply with other Board Rules regarding sound nuisances as may be adopted from time to time. No exterior horns, whistles, bells, or sirens (other than security devices used exclusively for security purposes) shall be located, used, or placed on or in any Unit or Common Element.

**8.8 Construction.** No improvements shall be constructed upon any of the Property without the prior written approval of the Board. Buildings shall be limited to single family residences not exceeding two stories in height and with the minimum floor area, exclusive of porches (screened or open) and garages, shall be 3,000 square feet. No structures may be located upon any portion of the Limited Common Elements except garages and buildings of like nature used for the convenience and pleasure of the occupants of the Units, without the prior written approval of the Board. No above ground swimming pools are allowed on the Property without the prior written consent of the Board. No trailer, motor home, mobile home, tents, shacks, garage, barn or other structures located or erected on the Property or any Unit shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Propane tanks shall be neatly screened so as to not be visible from the street. All buildings shall have an exterior composed of 100% masonry.

**8.9 Repair of Improvements.** All Units shall at all times be kept in good condition and repair and adequately painted and otherwise maintained by the Owner.

**8.10 Alteration or Removal of Improvements.** Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Unit, shall be performed only with the prior written approval of the Architectural Control Committee.

**8.11 Roofing Materials.** Unless otherwise approved by the Architectural Control Committee, roofs of buildings shall be constructed of the following materials: (a) wood shingles; (b) asphalt three; (c) tab composition shingles; or (d) non-reflective metal.

**8.12 Unsightly Articles; Vehicles.** No article deemed to be unsightly by the Board shall be permitted to remain on the Common Elements or in Units so as to be visible from adjoining Units or public or private thoroughfares. Without limiting the generality of the above, trailers, graders, trucks, other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance

equipment, 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. No automobiles or other vehicles may be parked overnight on any General Common Elements, except pursuant to advance approval from the Board. Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from public view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Common Elements except within enclosed structures or appropriately screened from view.

**8.13 Mobile Homes, Travel Trailers and Recreational Vehicles.** No mobile homes shall be parked or placed on the Property, and no travel trailers or recreational vehicles shall be parked on or near any buildings so as to be visible from adjoining property or public or private thoroughfares for more than 48 hours. No boat, motor home and/or travel trailer may be parked in view of any street, public or private. Boats, motor homes and travel trailers must be housed and stored in a garage built for such purposes prior to such boat, motor home or trailer being brought on the Property. The garage must be built to either the side or the rear of such building, as approved by the Board. The garage in which such boats, motor homes and trailers are housed and stored must be similar in construction to the building.

**8.14 Animals.** No animals shall be allowed to live in a Unit or on the Common Elements except domestic household pets (cat, dog, caged bird) not kept for breeding purposes. All dogs shall be kept in a fenced area or tethered.

**8.15 Window Coverings.** No aluminum foil, reflective material, or other material objectionable under the rules and regulations of the Board shall be placed in any window of any Unit.

**8.16 Signs.** No sign may be placed on a Unit or in the Common Elements or on the outside of any. Building without the prior written approval of the Board, except for signs which are part of Declarant's overall marketing plan for the Property. A standard "For Sale" or "For Lease" sign is authorized, provided it is not of such a size as to be out of character for the area.

**8.17 Fences.** Privacy fences no less than six feet in height are required around the perimeter of the backyard and along the side of buildings located within the Units. Fencing shall be of such design and material as the Board deems appropriate. No fencing is allowed in the frontyard or in any location between buildings located within a Unit and the street.

**8.18 Nondiscrimination.** No action shall at any time be taken by the Association or its Board which in any manner would arbitrarily discriminate against any Owner in favor of the other Owners.

**8.19 Leasing.** An Owner may rent or lease its Unit, provided the tenant agrees to abide by the Rules, including such Rules as the Board shall adopt governing a tenant's occupancy of the Unit and use of the Common Elements and executes a tenant approval agreement prepared by the Board in advance of the proposed tenancy. The Owner shall notify the Board in writing of the name of the proposed lessee and all of the persons who will be authorized under the lease to have the use and enjoyment of the Unit on a regular basis.

**8.20 Alterations of Interior of a Unit.** Each Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve the interior of each Owner's Unit provided that such action does not impair the structural integrity, weaken the support, or otherwise adversely affect the building or any Limited Common Elements or Common Elements and provided that all such action is performed in a good workmanlike manner.

**8.21 Appeal of Board Decision.** Any decision of the Board regarding interpretation or enforcement of the foregoing use and occupancy limitations on the rules and regulations adopted by the Board may be appealed to the Owners and shall be rescinded or nullified by a petition signed by Owners of a Super Majority of the Units, except to the extent that use and occupancy limitations are governed by the Declaration.

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

## **ARTICLE 9. PROTECTION OF MORTGAGEE**

**9.1 Notice of Association.** An Owner who mortgages its Unit shall notify the Board, giving the name and address of its Mortgagee. The Board shall maintain such information in a record entitled "Mortgagees of Units".

**9.2 Notice of Default.** The Association shall notify a Mortgagee in writing, upon request of such Mortgagee, of any default by the Owner in the performance of such Owner's obligations as set forth in this Declaration or the Bylaws which is not cured within 30 days.

**9.3 Examination of Books.** The Association shall permit Mortgagees to examine the books and records of the Association during normal business hours and upon at least 72 hours' prior notice.

**9.4 Reserve Fund.** The Association may, but is not required, to establish an adequate reserve fund for replacement and repair of Common Elements and fund the same by regular monthly payments rather than by extraordinary special assessments.

**9.5 Notice of Meetings.** The Association shall furnish each Mortgagee, upon written request of such Mortgagee, prior written notice of all meetings of the Association or its Board and permit the designation of a representative of such Mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

**9.6 Approval by a Super Majority.** Notwithstanding any other provision hereof, the prior approval of members of the Association owning at least a Super Majority of the Units shall be required for the following:

(a) **Termination of Condominium.** Termination of the Condominium regime hereby established if allowed by law;

(b) **Certain Amendments to the Declaration.** Any amendment to this Declaration or other action or omission of the Association which would change the Allocated Interest of the Owners in the Common Elements, Common Expenses or proceeds of property insurance or condemnation;

(c) **Subdivision.** Any subdivision of a Unit;

(d) **Certain Dispositions of the Common Elements.** Any act or omission seeking or resulting in the encumbrance, sale, or transfer of the Common Elements (other than easements or conveyances for public utilities or other public purposes); and

(e) **Use of Property Insurance Proceeds Other Than for Certain Purposes.** The use of property insurance proceeds paid or due to the Association for losses to any property of the Condominium (whether to Units or to Common Elements) for purposes other than repair, replacement or reconstruction of such property, except as provided by the Texas Uniform Condominium Act.

**9.7 Claims for Unpaid Assessments.** Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage shall not be liable for such Unit's unpaid dues or charges which accrued prior to the acquisition of title to such Unit by the Mortgagee.

**9.8 Taxes, Assessments and Charges.** All taxes, assessments any charges which may become liens prior to the Mortgage under local law shall relate only to the individual Units and not to the Property as a whole.

#### **ARTICLE 10. LIMITATIONS OF RESTRICTIONS ON DECLARANT**

**10.1 Declarant's Construction.** Nothing in this Declaration shall be understood or construed to prevent:

(a) **Common Elements and Improvements to Units.** Declarant, its contractors, or subcontractors from going on the Property or any Unit to do whatever is reasonable necessary or advisable in connection with the completion of Declarant's construction of the Common Elements or the construction of buildings or other improvements for Units owned or sold by Declarant;

(b) **Structures.** Declarant or its representatives from erecting, constructing, or maintaining on any part or parts of the Property such structures which may be reasonable and necessary for the conduct of its business of completing its development of the Condominium or the sale, lease, or other disposition of its Units; or

(c) **Signs.** Declarant from maintaining such signs on the Property as may be necessary for the sale, lease, or disposition of its Units.

**10.2 Reservation of Development Rights by Declarant.** Pursuant to the Texas Property Code, Declarant reserves the right to change the configuration, size, and location of Units and buildings and improvements within Units it owns. In the event of such changes, Declarant shall amend this Declaration to set forth the revised Condominium Plat. Further, as Units are created, built and sold, the Declaration may be amended to set forth buildings and Units. Upon the final completion of the Property, a final condominium plat shall be filed separately setting forth the information required by § 82.059 of the Texas Property Code. Only the Declarant's signature shall be required for any amendment contemplated by this section, as provided by § 82.067(b)(1) of the Texas Property Code.

#### **ARTICLE 11. MISCELLANEOUS**

**11.1 Remedies.** The Board, or any Owner shall be entitled to enforce any of the terms and provisions hereof by action at law or in equity, when the Board, after 10 days prior written notice to the Owner in question, may pursue any other remedies provided for in the Governing Instruments. Failure by

the Board or any Owner or Owners to so enforce the terms hereof shall not be deemed a waiver of any breach or failure to adhere to any of the terms or provisions hereof.

**11.2 Rules and Regulations.** The Rules with respect to the day-to-day use, maintenance, operation, and enjoyment of the Common Elements, Units and the Property may be amended from time to time by the Board. The Rules and resolutions of the Board are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of a Unit, agrees to comply with and abide by the Rules and resolutions of the Board as the same may be amended from time to time.

**11.3 Binding.** The provisions of the Governing Instruments shall be covenants running with the land and shall be binding upon the Declarant, all Owners, and their heirs, legal representatives, successors and assigns.

**11.4 Easement for Utilities.** The Board shall have the right to grant to utility companies and other similar entities such easements, rights-of-way, and other rights as may be reasonably necessary to service the Property and establish, operate, or maintain the same as a viable Condominium.

**11.5 Severability.** In the event of the invalidity or partial invalidity or unenforceability of any provision or portion of this Declaration, the remainder of this Declaration shall remain in full force and effect.

**11.6 Non-Waiver of Remedies.** Each remedy provided for in this Declaration is separate, distinct, and non-exclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

**11.7 RELEASE OF LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS.** THE MEMBERS OF THE BOARD AND OFFICERS OF THE ASSOCIATION SHALL NOT BE LIABLE TO ANY OWNER OR ANY PERSON CLAIMING BY OR THROUGH ANY OWNER FOR ANY ACT OR OMISSION OF SUCH DIRECTOR OR OFFICER IN PERFORMANCE OF ITS DUTIES UNLESS SUCH ACT OR OMISSION IS (A) A BREACH OF THE DIRECTOR'S OR OFFICER'S DUTY OF LOYALTY TO THE ASSOCIATION OR ITS MEMBERS, (B) AN ACT OR OMISSION NOT IN GOOD FAITH AND THAT INVOLVES INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (C) A TRANSACTION FROM WHICH A DIRECTOR OR OFFICER RECEIVES AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF THE DIRECTOR'S OFFICE, OR (D) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF THE DIRECTOR IS EXPRESSLY PROVIDED FOR BY A STATUTE. THE ASSOCIATION SHALL INDEMNIFY ALL SUCH DIRECTORS AND OFFICERS FROM ALL CLAIMS, DEMANDS, ACTIONS AND PROCEEDINGS AND ANY EXPENSES IN CONNECTION THEREWITH, EXCEPT IF SUCH DIRECTOR OR OFFICER HAS ACTED IN VIOLATION OF THE FOREGOING.

**11.8 Amendments.**

**(a) Certain Amendments Requiring Approval of a Super Majority.** Except as provided in Subsection 11.8(b) below, this Declaration may be amended only at a meeting of the Owners at which the amendment is approved by the holders of at least a Super Majority of the Units in the Condominium. An amendment of the Declaration may not alter or destroy a Unit or a Limited Common Element without the consent of the affected Owners and the Owners' Mortgagees. Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Travis County, Texas.

(b) **Certain Amendments Permitted by the Texas Uniform Condominium Act Without Approval of Other Owners.** The amendment procedures of Section 11.8(a) do not apply to amendments to this Declaration that may be executed by (1) the Declarant under §§ 82.051(c), 82.059(f), 82.060 or 82.067(1) of the Texas Property Code, (2) Declarant pursuant to Section 1.12; (3) the Association under §§ 82.007, 82.056(d), 82.058(c), 82.062, 82.063 or 82.067(f) of the Texas Property Code; or (4) certain Owners under §§ 82.058(b), 82.062, 82.063(b), or 82.068(b) of the Texas Property Code.

SIGNATURE PAGE

EXECUTED this 16<sup>th</sup> day of September, 2016.

"DECLARANT"

Bastrop Investment Group, LP,  
a Texas limited partnership

By: Yogesh Kumar, its general partner

By: \_\_\_\_\_  
Name: Yogesh Kumar  
Title: Partner

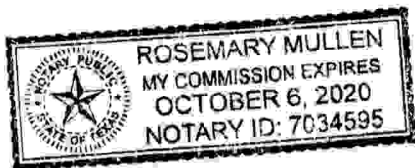
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledge on this 16 day of September, 2016 by Yogesh Kumar of Bastrop Investment Group LP, general partner of Bastrop Investment Group, LP, a Texas limited partnership on behalf of said Texas limited partnership.

Rosemary Muller  
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 10-6-20



## **EXHIBIT A**

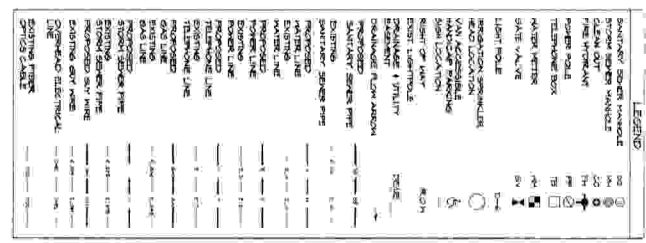
### **Easements and Other Encumbrances**

1. Pipeline easement to Manville Water Supply Corp. recorded in Volume 4822, Page 1695, of the Deed records, of Travis County, Texas.
2. Right-of-way easement for ingress and egress from county road known as Pflugerville Loop as recorded in Volume 7944, Page 356, of the Deed Records of Travis County, Texas.
3. Right-of-way easement for access as recorded in Volume 8404, Page 256, of the Deed Records of Travis County, Texas.
4. Easements, rights of way, and other matters as shown on that certain Minor Final Plat of KP Brothers Subdivision recorded as Document No. 201600230 of the Official Public Records of Travis County, Texas.



**EXHIBIT B**

Condominium Plat

[illegible]

Return:

YOGESH KUMAR  
3120 MONTOPOLIS DR  
AUSTIN TX 78744

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS.

*Dana DeBeauvoir*

Sep 16, 2016 01:33 PM

2016154438

BARTHOLOMEWD: \$130.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS