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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
WEST HARBOUR MARINA CONDOMINIUM

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Declaration of Covenants, Conditions and Restrictions of West Harbour Marina Condominium is made on November 7, 2019, by WEST HARBOUR, LLC, a Texas limited liability company, as “Declarant”, whose mailing address is 2503 Westlake Drive, Austin, Texas 78746, pursuant to the Condominium Act of Texas, for the purpose of establishing a condominium regime to be known as WEST HARBOUR MARINA CONDOMINIUM.

RECITALS

1. 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 that is located in Travis County, State of Texas, more particularly described in Exhibit “A” (the “Property”), which is attached hereto and incorporated by reference herein.

2. Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act (“TUCA”), which is codified in Chapter 82 of the Texas Property Code.

3. The Property constitutes a condominium project (the “Project”) within the meaning of TUCA. The formal name of the Project is WEST HARBOUR MARINA CONDOMINIUM.

4. Declarant intends and desires to establish by this Declaration a plan of ownership for the Project. The plan consists of twenty-six (26) boatslips, as described below, and other areas. The Project will consist of twenty-six (26) units and common area facilities on that certain tract of land described as Lot 36E, Resubdivision of Lots 35E and 36E, Lake Shore Addition, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201900172 of the Official Public Records of Travis County, Texas, and being more particularly described by the attached Exhibit “A.” The Units and other areas of the Project are more particularly described in the Exhibit “B” Condominium Plat Map, which is attached hereto and incorporated herein by reference. The Declarant/Owner has an undivided interest in the remaining property of the Project (referred to as the “Common Elements”), which is more particularly described in Exhibit “B.” Exhibit “C” also sets forth the allocation to each Unit of a) a fraction or percentage of the undivided interest in the Common Elements of the condominium;

b) a fraction or percentage of undivided interest in the Common Expenses of the Association; and c) a portion of votes in the Association by formula set forth therein.

5. Declarant intends to impose on the Project 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, that the Owners will govern the Project by means of an organization of Owners (herein the “Association”), as more particularly set forth herein. The formal name of the Association is WEST HARBOUR MARINA PROPERTY OWNERS ASSOCIATION, INC.

THEREFORE, Declarant declares that the Project is held and shall be held, conveyed, 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 all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the 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 any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

ARTICLE 1 DEFINITIONS

1.01 “Act” or “TUCA” shall mean and refer to the Texas Uniform Condominium Act, which is codified in Chapter 82 of the Texas Property Code.

1.02 “Assessments” or “Dues” shall mean and refer to a share of the funds required for the payment of the common expenses, hereinafter defined, of the Association which from time to time shall be levied or assessed against a member by the Association, all as provided below.

1.03 “Association” means WEST HARBOUR MARINA PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the Texas Non-Profit Corporation Act for the management of the Project, the membership of which consists of all of the Owners in the Project.

1.04 “Board” means the Board of Directors of the Association.

1.05 “Boatslip” or “Unit” means that area between finger piers, including the hydraulic lift platform system, and as designated on the map for the mooring or berthing of a boat or any other bumper or other items that may be affixed to the slip that the Owner may add. The terms “Unit” and “Boatslip” within this Declaration shall have the same meaning and may be used interchangeably.

1.06 “Boatslip Number” or “Unit Number” shall mean and refer to the number designation of a boatslip within the area shown on the map.

1.07 “Bylaws” means the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Officers.

1.08 “Common Elements” means all real property and elements of the Project, except the separately owned Boatslips or Units, and includes both general and limited common elements.

1.09 “Declarant” means West Harbour, LLC and its successors and assigns.

1.10 “Declaration” means this Declaration document and all that it contains.

1.11 “General Common Elements” mean all the Common Elements except the Limited Common Elements, and includes, but is not limited to the following:

- (a) All bulkheads, docks and piers adjoining the real property,
- (b) All of the real property and channels,
- (c) All piling, decking and supporting members,
- (d) All passageways and decks,
- (e) All installation of and facilities, apparatus, conduits, and equipment for the provision of all utility services, including, but not limited to all water, sewer and electricity,
- (f) Rooftop observation area,
- (g) Access easements for pedestrian and vehicular access and recreational use easements,
- (h) Outdoor shower, dressing room area, and bathroom, and
- (i) All other portions of the real property and the improvements thereon which are not specifically part of the Units themselves as hereinafter defined, or owned by Boatslip or Unit Owners as personal property, shall be general common elements and facilities intended for the common and necessary or convenient use and enjoyment, existence, maintenance or safety of the Project.

1.12 “Governing Instruments” mean the Declaration, and the Certificate of Formation of WEST HARBOUR MARINA PROPERTY OWNERS ASSOCIATION, INC., and Bylaws of the Association.

1.13 “Limited Common Elements” mean the Common Elements allocated for the exclusive use of one or more but less than all of the Units and which consist of the boatslips, hydraulic lifts, and storage unit attributable to said boatslip whose boundaries are described on Exhibit B.

1.14 “Majority” means the owners of at least fifty-one percent (51%) of the aggregate interest in the common areas and facilities, as established by this Declaration, assembled at a duly called meeting of the members.

1.15 “Member” means a person, corporation or partnership in whose name the title to any boatslip is vested.

1.16 “Manager” means the person or corporation, if any, appointed by the Members to manage the Project.

1.17 “Owner(s)” means any person that owns one or more Units within the Project.

1.18 “Person” means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.

1.19 “Project” means the entire parcel or the Property described in Exhibit “A,” including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium.

1.20 “Rules” mean and refer to the Rules and Regulations for the Project adopted by the elected Board of Directors pursuant to this Declaration.

ARTICLE 2 THE PROPERTY

2.01. Property Subject to Declaration. All the real property described in Exhibit “A” to this Declaration, including the land; all improvements and structures on the Property; and all easements, rights, and appurtenances belonging to the Property shall be subject to this Declaration.

2.02. Exclusive Ownership and Possession. 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.

2.03. Common Elements. Each Owner shall be entitled to an undivided interest in the Common Elements described in Exhibit “B” in the percentage expressed in Exhibit “C.” The percentage of the undivided interest of each Owner in the Common Elements, as expressed in Exhibit “C,” shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amended, duly recorded Declaration. Each Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not encroached upon or hindered. The undivided interest in the common areas and facilities declared to be an appurtenance to each boatslip shall not be

conveyed, devised, encumbered or otherwise dealt with separately from said boatslip, and the undivided interest in common areas and facilities appurtenant to each boatslip shall be deemed conveyed, devised, encumbered, or otherwise included with the membership even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such membership.

2.04. Limited Common Elements. The Common Elements designated as Limited Common Elements in Exhibit "B" are reserved for the exclusive use of the Owners of the Units to which they are appurtenant. No boatslip may be divided or subdivided into a smaller unit, nor shall any portion thereof be added to or incorporated into any other unit.

2.05. Partition of Common Elements. Recognizing that the proper use of a boatslip by an owner or owners is dependent upon the use and enjoyment of the common areas and facilities in common with the other owners, and that it is essential that the ownership of the common areas and facilities be retained in common by the owners, it is therefore hereby declared that the proportional undivided interest in the common areas and facilities appurtenant to each boatslip shall remain undivided and no boatslip owner shall bring or have any right to bring any action for partition or division.

2.06. Nonexclusive Easements. Each Owner shall have a perpetual nonexclusive 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 any rights reserved to the Association to regulate time and manner of use and to perform its obligations under this Declaration.

2.07. Other Easements. The Association acting through its duly elected Board of Directors 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, or for any other purpose deemed necessary by the Association. 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.

2.08 Boatslip. Each boatslip is shown in Exhibit "B" and indicated by unit numbers thereon. Space dimensions are shown thereon. Accessories to slips must be approved by the Board.

ARTICLE 3
UNIT OWNERS' ASSOCIATION

3.01. Association. The Association, organized as a nonprofit corporation under the Texas Non-Profit Corporation Act, operating under the name WEST HARBOUR MARINA PROPERTY OWNER ASSOCIATION, INC., is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Certificate of Formation and Bylaws. A true copy of the original Bylaws are attached hereto as Exhibit "D" and expressly made a part hereof by reference.

3.02. Membership. Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Project. On the transfer of title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a member.

3.03. Voting Rights. Voting shall be on a per Unit basis. Each Unit shall be entitled to one vote. If a Unit has more than one Owner and more than one of the Owners of the Unit cast votes, the votes cast by a majority of the Owners of the Unit shall control. Rights to vote and to use proxies will be as set forth in the Act. Notwithstanding the following, during the Declarant Control Period, Declarant shall be entitled to three votes per Unit owned by Declarant.

3.04. Membership Meetings. Meetings of the Owners shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws.

3.05. General Powers and Authority. The Association acting through its duly elected Board of Directors shall have all of the powers allowed by TUCA, as well as the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Board of Directors of the Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to, the following:

3.05.01. The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article 4 of this Declaration.

3.05.02. The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Association property.

3.05.03. The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Association Rules in its own name, either on its own behalf or on behalf of any consenting owner.

3.05.04. The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties. Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

3.05.05. The power to delegate its authority, duties, and responsibilities, through the Member Officers, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.

3.05.06. The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.

3.06. Officers of the Association. The affairs of the Association shall be managed and its duties and obligations performed by the officers selected by the Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the Board of Directors shall be set forth in the Bylaws of the Association. The Board of Directors shall elect officers, to include a President, Treasurer, Secretary, and such other officers as the Members may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws of the Association.

3.07. Duties of the Association. In addition to the duties delegated to the Association acting through its duly elected Board of Directors, or its agents and employees elsewhere in these Governing Instruments, the Association shall be responsible for the following:

3.07.01. Operation and maintenance of the General Common Elements and the facilities located on the Common Elements. This duty shall include, but shall not be limited to, maintenance, repair, and landscaping of all the General Common Elements and such limited Common Elements as the Association elects to maintain.

3.07.02. Acquisition of and payment from the maintenance fund for the following:

3.07.02.01. Electrical and other necessary utility service for the Common Elements and for the Units.

3.07.02.02. A policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the Common Elements payable as provided in Article 6 of this Declaration, or such other fire and casualty insurance as the Members shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear.

3.07.02.03. Workers' compensation insurance to the extent necessary to comply with applicable laws.

3.07.02.04. The services of personnel that the Members shall determine to be necessary or proper for the operation of the Common Elements.

3.07.02.05. Legal and accounting services necessary or proper for the operation of the Common Elements or the enforcement of this Declaration.

3.07.03. Preparation and distribution, on a regular basis, of financial statements to the Owners in accordance with the following:

3.07.03.01. A pro forma operating statement for each fiscal year shall be distributed not less than 60 days before the beginning of the fiscal year.

3.07.03.02. A balance sheet, as of an accounting date that is the last day of the month closest in time to six months from the date of closing of the first sale of a Unit in the Project, and an operating statement for the period from the date of the first closing to the accounting date shall be distributed within 60 days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the numbers of the Project Units and the names of the persons assessed.

3.07.03.03. A balance sheet as of the last day of the Association's fiscal year and an operating statement for the fiscal year shall be distributed within 90 days after the close of the fiscal year.

3.07.04. Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures:

3.07.04.01. Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Project.

3.07.04.02. Minutes of proceedings of Owners/Members and Committees to which any authority of the office has been delegated.

3.07.04.03. Record of the names and addresses of all Owners with voting rights.

3.07.04.04. Plans and specifications used to construct the Project.

3.07.04.05. The condominium information statement given to all Owners by the Declarant before sale.

3.07.04.06. Voting records, proxies, and correspondence relating to Declaration amendments.

3.07.05. Arrangement for an annual independent audit of all books and records of the Association.

3.08. Powers and Duties of the Officers of the Board of Directors. The Officers of the Board of Directors shall act in all instances on behalf of the Association Members as provided by this Declaration. The Officers shall be Members of the Association and shall have all the powers of a Board of Directors as described in Subchapter C of the Texas Uniform Condominium Act, and Chapter 82, Texas Property Code. The Officer's powers and duties shall include, but shall not be limited to, the following:

3.08.01. Enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.

3.08.02. Payment of taxes and assessments, if any, that are or could become a lien on the Common Elements or a portion of the Common Elements.

3.08.03. Contracting for casualty, liability, and other insurance on behalf of the Association.

3.08.04. Contracting for goods and services for the Members, Common Elements, facilities, and interests of the Association.

3.08.05. Delegation of its powers to such committees, officers, or employees of the Association as are expressly authorized by the Governing Instruments.

3.08.06. Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.

3.08.07. Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.

3.08.08. Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.

3.08.09. Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Elements or the Owners in the aggregate.

3.09. Limitations on Powers of the Officers. Notwithstanding the powers set forth in Paragraph 3.08 of this Declaration, the Officers shall be prohibited from taking any of the following actions except with the approval of a majority of approval by the Board of Directors:

3.09.01. Entering into a contract with a third person under which the third person will furnish goods and services for a term longer than one year, except for (i) a contract with a public utility, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (ii) prepaid casualty and/or liability insurance of not more than three years' duration, provided that the policy provides for short-rate cancellation by the insured.

3.09.02. Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of 10% of the budgeted gross expenses of the Association for that fiscal year.

3.09.03. Selling during any fiscal year property of the Association having an aggregate fair market value in excess of 5% of the budgeted gross expenses of the Association for that fiscal year.

3.09.04. Paying compensation to Officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the Board may cause an officer to be reimbursed for expenses incurred in carrying out the business of the Association.

3.10. Declarant Control Period. Declarant's control terminates no later than the earlier of: (i) one hundred twenty (120) days after conveyance of seventy- five percent (75%) of the boatslips to members other than Declarant, or (ii) two (2) years after Declarant has ceased to offer boatslips for sale in the ordinary course of business.

3.11 Declarant Control. Declarant reserves the following rights:

3.11.01. Declarant shall appoint and remove members of the Board of Directors of the Association during the Declarant Control Period, as set forth in the Bylaws of the Association.

3.11.02. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the Declarant Control Period, but in that event, Declarant may require for the duration of the period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

3.12. Reservations by Declarant. Declarant reserves the right to annex into the Association, at any time without the consent of the Association or members, additional property, recreational amenities and accessories, and the adjacent riparian areas, and the owners of the annexed property shall automatically have the right and easement to use the common areas of the Association. This provision shall survive the Declarant Control Period.

ARTICLE 4 ASSESSMENTS

4.01. Authority to Enforce. The Board of Directors of the Association have been given the authority to administer the operation and management and regulation of the condominium, it being recognized that the delegation of such duties to one entity is in the best interest of all the members. To properly administer the operation and management and enforcement of regulations of the condominium, the Association will incur for the mutual benefit of all of the Members, costs and expenses which are sometimes herein referred to as "common expense". To provide the funds necessary for such proper operation, management and capital improvement, the Association has heretofore been granted the right to set, levy, and collect dues against the Members and their Boatslips. In furtherance of this grant of authority to the Association to make, levy and collect dues and assessments to pay the costs and expenses for the operation,

management of and capital improvements to the condominium, and taxes of the condominium, the rules set forth below shall apply.

4.02. Regular Assessments. All dues and assessments levied against the members and their boatslips shall be uniform and, unless specifically otherwise provided for in this Declaration. Regular assessments shall be made in accordance with the following. Within 60 days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Owner according to the ratio of the number of Units owned by said Owner to the total number of Units in the Project subject to assessment. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month. The regular assessment shall include taxes for the Property and insurance payments carried by the Association. During the Declarant Control Period, the Declarant shall not pay Assessments for Units Declarant owns. Any Units retained for personal use by Declarant after the Declarant Control Period shall be subject to the assessments.

4.03. Reserve Fund. The Association acting through its duly elected Board of Directors shall establish Reserve Funds for replacement of Common Elements and fund the same by regular common assessments. The purpose of the Fund shall be to pay for unforeseen expenditures or to acquire additional equipment for services deemed necessary or desirable by the Board. The Initial Reserve Fund shall be established by collecting at the time of sale of each unit, by Declarant, the sum of at least two (2) months estimated common assessment charges for such Unit or, at the time control of the Unit is transferred to the Unit Owner by the Declarant, whichever is earlier. Any amounts paid into the Reserve Fund shall not be considered as advance payments of regular assessments. The Reserve Fund shall be held in the name of the Association at all times and in a segregated fund under the control of the Association. The Reserve Fund may not be used by the Declarant to defray any of Declarant's expenses, reserve contribution for construction costs or to make up budget deficits while Declarant is in control of the Association. When unsold Units are sold by Declarant, the Declarant shall be reimbursed from the Reserve Fund for any of such Unit's Reserve Fund earlier contributed to the Reserve Fund by the Declarant.

4.04. Special Assessments. If the Board of Directors, at any time, or from time to time, determines that the common expense assessed for any period is insufficient to provide for the continued operation of the Association, timely payment of its bills, and the maintenance, repair or replacement of the Common Elements for which the Association is responsible, then the Board of Directors, shall have the authority to levy such Special Assessments it shall deem necessary to provide for such continued maintenance, repair or replacement 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 Common Elements for which the Association is responsible, or to make up for any deficiencies caused by nonpayment of

Common Expense Charges by Owners or expenditures made to effect the Association's self-help right to remedy any Limited Common Elements not maintained in accordance with the upscale commercial character of the Regime.

4.05. Limitations on Assessments. The Board of Directors, or Officers acting on the direction of the Board of Directors may not, without the approval of a Majority of the voting power of the Association residing in Owners other than Declarant, impose a regular annual assessment per Unit that is more than 15% greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed 5% of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring the Owner into compliance with the provisions of the Association's Governing Instruments.

4.06. Commencement of Assessments. Regular assessments shall commence on the date of closing of the first sale of a Unit in the Project.

4.07. Liability for Assessments. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent. The default interest rate on delinquent assessments shall be 15% per annum. An Owner delinquent in payment of any Assessment may not vote.

4.08. Payment of Assessments on Conveyance of Unit. On the sale or conveyance of a Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Articles 4.02 and 4.03 of this Declaration refer shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

4.08.01. Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Unit.

4.08.02. Amounts due under mortgage instruments duly recorded.

4.09. Lien and Foreclosure for Delinquent Assessments. The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including judicial or nonjudicial foreclosure or as may be provided by the Texas Property Code §51.002. The Owners expressly grant to the Officers a power of sale, through a trustee designated in writing by the Officers, in connection with any such liens. Costs of foreclosure may be added to the amount owed by the Unit Owner to the Association.

4.10. Expenses During Declarant Control Period. During the Declarant Control Period, the Declarant shall pay an amount equal to all operational expenses of the Association, less the operational expense portion of the assessments paid by Unit Owners other than Declarant. This

provision shall terminate on the expiration of the Declarant Control Period.

ARTICLE 5
RESTRICTIONS AND COVENANTS

5.01. General Restrictions on Use. The right of an Owner and the Owner's guests to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions:

5.01.01. No Commercial Use: Each boatslip is hereby restricted to marine mooring occupancy for a single non-commercial pleasure boat. No sign indicating commercial uses for a boatslip may be displayed. A pleasure boat is defined as a registered pleasure boat under the licensing laws of Texas or Federal Government, not licensed for carrying passengers or cargo for hire, and operated by its owner on a non-profit, non-commercial basis.

5.01.02. Residence: No boats shall be used for residential purposes. There shall be no discharge household sewage, trash, petroleum products or other waste into the water.

5.01.03 Common Elements: There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Officers except as expressly provided for in the Declaration, or in designated storage areas, if any. The Common Elements are intended for use for the purposes of affording pedestrian movement within the project and providing access to the Units, providing for beautification of the Project, and other means as deemed appropriate. No part of the Common Elements shall be obstructed or damaged so as to interfere with its intended use or for its maintenance and operations. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Officers. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on any Unit or on any part of the Common Elements or that would be in violation of any law. No waste shall be permitted in the Common Elements.

5.01.04. Nuisances: No noxious or offensive activity, including loud noise, shall be carried on or in any Unit or in the Common Elements, nor shall anything be done in any Unit or in the Common Elements that may be or become an annoyance or nuisance to the other Owners.

5.01.05. Electrical Devices: No electrical devise creating electrical overloading of standard circuits may be used. Misuse or abuse of appliances or fixtures within a boatslip which affects other boatslips or the common areas is prohibited. Any damage resulting from such misuse shall be the responsibility of the member from whose boatslip it shall have been caused. Any use of utilities by any member that, in the sole discretion of the Board of Directors, might be considered excessive will require

installation of utility meters at such slip at the expense of the member and thereafter such member shall be charged for all utility usage by such meter in addition to the Association's dues.

5.01.06. Rules: There shall be no violation of the Rules adopted by the Board of Directors and furnished in writing to the Owners pertaining to the use of the Common Elements.

5.01.07. Parking: Parking shall be limited to those areas described on Exhibit "B." Vehicles parked in violation of Association rules may be removed and stored without permission of the vehicles owner or operator. Notice and removal shall be in accordance with statutory requirements. A Unit Owner is liable for all costs of towing illegal parked vehicles of the Unit Owner, his family, guests or tenants.

5.01.08. Persons Who May Use Common Areas: Common Areas may only be used by Declarant, Unit Owners and their tenants, family and guests.

5.01.09. Leasing: Leasing of Units is allowed only upon the written approval of the Board of Directors. The Board of Directors has the right to adopt Rules concerning leasing of Units.

5.01.10. No Wake: There shall be a "no wake" policy in effect in the area around the boatslips.

5.01.11. No Modification to Unit: No member shall permit any structural modification or alteration to be made to his boatslip without first obtaining the written consent of the Association acting through its duly elected Board of Directors, which consent may be withheld in the event that a majority of the Board of Directors of the Association shall determine, in its sole discretion, that such structural modifications or alterations would adversely affect or in any manner endanger the boatslip in part or in its entirety. Any unauthorized modification may be removed by the Association acting through its duly elected Board of Directors, and the violating member shall be assessed for all charges reasonably incurred therein.

5.01.12. Signage: No member may place a "for sale" sign or a "for rent" sign, or any type of sign on said boatslip or in front of said boatslips without the express written consent of the Board of Directors.

5.01.13. Boat Cover: Ceiling mounted boat covers are prohibited.

5.02. Maintenance. Except for those portions that the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit so as to keep it in good condition and repair. If the Owner fails to maintain the limited common elements to the Owner's Unit, then the Association acting through its duly elected Board of Directors has the authority to enter into the Owner's Unit and make all such necessary repairs. The Owner shall reimburse the Association for any such repairs made by the Association and shall be responsible for any additional fees assessed by the Association. If Owner fails to reimburse the Association for the repairs and pay all fees assessed, then Association has the right to place a lien against the Owner's Unit until such monies owed are

paid in full.

5.03. Damage Liability. Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or the Owner's family, guests, or tenants.

ARTICLE 6 REQUIRED INSURANCE

6.01. Association Insurance Coverage. The Association acting through its duly elected Board of Directors will maintain: (i) liability insurance; (ii) hazard insurance on the improvements situated on the General Common Elements; and (iii) any other insurance required under §82.111 of the Act to the extent reasonably available. The Association acting through its duly elected Board of Directors may mandate that insurance needs and requirements be met through the issuance of separate Unit Owner's policies. Each Unit Owner is responsible for its prorata portion of the insurance that is carried by the Association.

6.02. Application of Insurance Proceeds or Condemnation Awards.

6.02.01. If the Project is damaged by fire or any other disaster, or is condemned by lawful authority, the insurance proceeds or condemnation award, except as provided in Paragraph 6.01(2) of this Declaration, shall be applied to reconstruct the Project.

6.02.02. Reconstruction shall not be compulsory upon the unanimous decision of the Board of Directors. If the Directors decide to not rebuild any Unit, that Unit's allocated interests shall be automatically reallocated on the vote as if the Unit had been condemned, and the Association acting through its duly elected Board of Directors shall prepare, execute, and record an amendment to Exhibit "C" of the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Directors, the proceeds or awards shall be delivered pro rata to the Owners or their mortgagees, as their interest may appear, in accordance with the percentages or fractions set forth in Exhibit "C" of this Declaration.

6.03. Insufficient Insurance Proceeds or Condemnation Awards. When reconstruction is required by the terms of Article 6.01 of this Declaration, but the insurance proceeds or condemnation awards are insufficient to cover the cost of reconstruction, the costs in excess of the insurance proceeds or condemnation awards and reserves shall be considered a common expense that is subject to the Association's lien rights.

6.04. Obtaining Bids for Reconstruction. If the Project is damaged by fire or any other disaster, or is condemned, the Officers and affected Unit Owner shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications. If the Officers determine that

any Unit damaged or destroyed shall be rebuilt, the Owner of such Unit shall cooperate with the Officers in obtaining bids for the reconstruction and reconstructing such of such Unit to the original plans and specifications except as may be modified and approved by the affected Owner and the Officers. The Officers shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Officers fail to do so within 60 days after the casualty occurs, any Owner may obtain bids and call and conduct a meeting as provided by this Paragraph. At such meeting, the Owners may, by a vote of not less than 51% of the votes present, elect to reject all of the bids or, by not less than 51% of the votes present, elect to reject all of the bids requiring amounts more than \$500 in excess of available insurance proceeds or condemnation awards. If all bids are rejected, the Officers shall obtain additional bids for presentation to the Owners. Failure to reject all bids shall authorize the Officers to accept the unrejected bid it considers most favorable.

ARTICLE 7 TAXES

7.01. Taxes. Taxes, assessments and other charges of the State, any political subdivision, any special improvements district, or other taxing or assessing authority, shall be paid by the Association.

ARTICLE 8 GENERAL PROVISIONS

8.01. Amendment.

8.01.01. During the Declarant Control Period, the Declarant reserves the right to amend the provisions hereof at any time. An amendment or amendments to this Declaration may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the Directors or by the members of the Association owning a majority of the boatslips, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration being proposed by said Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not later than sixty (60) days from receipt by him of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than fourteen (14) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his

post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of notice to such member. At the meeting, the amendment or amendments proposed must be approved by an affirmative vote of at least sixty- seven percent (67%) of the membership of the Association in order for such amendment or amendments of this Declaration of Condominium to be adopted.

8.01.02. An amendment of the Declaration may not alter or destroy a Unit or a Limited Common Element without the consent of the affected Owner and the Owner's first lien mortgagee.

8.01.03. Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Officers to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Travis County, Texas.

8.02. Nonwaiver of Remedies. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

8.03. Severability. The provisions of this Declaration shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

8.04. Binding. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

8.05. Interpretation. The provisions of this Declaration shall be liberally construed and interpreted to effectuate the purpose of creating a uniform plan for the development and operation of the Project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

8.06. Limitation of Liability. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Unit with respect to obligations arising from and after the date of such divestment.

8.07. Notices.

8.07.01. Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given when delivered personally at 8301 N State Highway 6, Bryan, Texas 77807, or 72 hours after deposit in any United States post office box, postage prepaid, addressed as 8301 N State Highway 6, Bryan, Texas 77807.

8.07.02. Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association by written notice to all Owners. Notices to the Manager shall be addressed to the address designated by the Manager. Notices to Declarant shall be addressed to 8301 N State Highway 6, Bryan, Texas 77807.

8.08. Number, Gender, and Headings. As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

ARTICLE 9 REMEDIAL RIGHTS

9.01. Costs, Attorney's Fees and Expenses. The prevailing party in any legal proceeding among the Association and Owner or an occupant of a Unit related to the Governing Instruments is entitled to recover reasonable attorney's fees and all costs associated with such proceeding incurred by the prevailing party. The prevailing party is the party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue even though not to the extent of its original contention.

9.02. Non-judicial Foreclosure of Lien. The Association may foreclose the Association's lien against the Unit in accordance with §82.113 of the Act.

9.03. Remedy of Violations. The Association may access an Owner's Unit to remedy a violation of the Declaration.

9.04. Suspension of Other Rights. If an Owner violates the Governing Instruments, the Association may suspend the Owner's Right under the Governing Instruments in accordance with law until the violation is cured.

ARTICLE 10 MEDIATION AND ARBITRATION

10.01. Mediation and Arbitration. In the event that any disputes or disagreements arise between or among any of the parties regarding this Declaration, other condominium documents, or the rights, duties and obligations of any party under the Declaration or other condominium documents, such disputes shall first be submitted to the Manager, if any, for non-binding advice as to a resolution. If the dispute remains unresolved, such dispute shall be resolved by non-binding mediation or, if mediation is unsuccessful, by binding arbitration. Prior to proceeding to

arbitration, the parties will first submit the dispute to non-binding mediation before a mutually agreeable mediator, if unsuccessful the cases shall be submitted, for arbitration. The arbitration will be submitted to a mutually agreeable arbitration association and processed according the rules of the American Arbitration Association. In the event that the parties cannot agree on an arbitration association, then either party may submit or file the dispute with the American Arbitration Association. Each of the parties to any arbitration proceeding shall pay an equal share of the arbitration fees and any costs of arbitration. In the event of failure of any party to perform its obligations under this Agreement, the prevailing party or parties in any action to enforce this Agreement shall be entitled to recover from the non-prevailing party or party's reasonable attorneys' fees, expenses and costs of court.

SIGNED this 7th day of November, 2019.

DECLARANT:

WEST HARBOUR, LLC,
a Texas limited liability company

By: _____

Mark Kristen, Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, on this day personally appeared Mark Kristen, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of West Harbour, LLC, a Texas limited liability company, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of November, 2019.



Notary Public in and for the State of Texas

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Lot 36E, Resubdivision of Lots 35E and 36E, Lake Shore Addition, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201900172 of the Official Public Records of Travis County, Texas, as further described on the plat below.



2 pgs 201900172

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME Resubdivision of Lots 35E and 36E of Lake Shore Addition

OWNERS NAME West Harbour, LLC

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

Tax Certificate - 2019140100

RETURN:

City of Austin
Pick up
Attn. Don Perryman



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas

201900172

Sep 11, 2019 03:29 PM
Fee: \$75.00 MACEDOS

\$75.00

20190112 Page 2 of 2

09/11/2019

201900172

RESUBDIVISION OF LOTS 35E AND 36E OF LAKE SHORE ADDITION

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
 THE COUNTY OF TRAVIS)
)
) THAT WEST HARBOR LLC, OWNER OF THE EAST PORTION OF LOT 35 AND LOT 36 AND SHORE ADDITION ACCORDING TO THE MAP OR PLAN THEREOF RECORDED IN BOOK 27, PAGE 10, PART RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN COUNTY CLERK'S OFFICE, TRAVIS COUNTY, TEXAS, RECORDS OF TRAVIS COUNTY, TEXAS, AND RESUBDIVISION HAVING BEEN APPROVED FOR RESUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISIONS OF CHAPTER 213.012 AND 213.013 OF THE LEGAL CODE, COUNTY CLERK DO HEREBY RECORD THE EAST PORTION OF LOT 35 AND LOT 36 LAKE SHORE ADDITION IN ACCORDANCE WITH THE MAP OR PLAN ATTACHED HERETO TO BE KNOWN AS:

RESUBDIVISION OF LOTS 35E AND 36E OF LAKE SHORE ADDITION AND NO HEAVEN NECESSARY TO THE PUBLIC USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HEREOFORER GRANTED AND NOT RELEASED.

IN WITNESS WHEREOF, WEST HARBOR LLC HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS

26th DAY OF JULY, 2018, AT

WEST HARBOR LLC
 BY: MANN ALLEN JUSTIN, MANAGER
 1801 NORTH STATE HWY. #
 AUSTIN, TEXAS 78702

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
 THE COUNTY OF TRAVIS)
)
) BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED STAN WALTER known to me to be the person whose name by subscription to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26th DAY OF JULY, 2018, A.D.
 [Signature]
 COUNTY CLERK FOR THE STATE OF TEXAS
 KERRY J. STEWART BY COMMISSION EXPIRES ON 2-28-21
 PRINTED NAME OF NOTARY
 [Signature]
 1515 N. BURNINGWOOD DR. AUSTIN, TX 78704
 PRINTED ADDRESS OF NOTARY

THIS RESUBDIVISION PLAN IS LOCATED WITHIN THE FULL PURPOSE CITY LIMITS OF THE CITY OF AUSTIN, TEXAS, THIS THE 22nd DAY OF AUGUST, 2018.

TOWNSHIP & PLATTING COMMISSION
 ACCEPTED AND AUTHORIZED FOR RECORD BY THE TOWNSHIP & PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE 22nd DAY OF AUGUST, 2018.

[Signature] SECRETARY

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS)
) COUNTY OF TRAVIS)

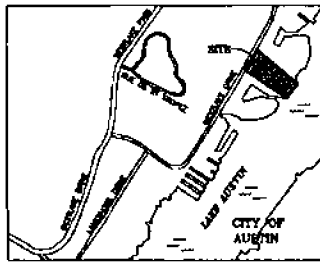
I, DAVID DEBARRIEN, CLERK OF TRAVIS COUNTY, TEXAS HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE

17th DAY OF SEPTEMBER, 2018, A.D. AT 8:23 O'CLOCK P.M., AND DULY RECORDED ON THE

10th DAY OF DECEMBER, 2018, A.D. AT 8:23 O'CLOCK P.M., OF SAID COUNTY AND STATE IN DOCUMENT NO. 201802012. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 10th DAY OF DECEMBER, 2018, A.D.

DAVID DEBARRIEN, COUNTY CLERK, TRAVIS COUNTY, TEXAS
 [Signature]
 A. MACEDO



VICINITY MAP NOT TO SCALE

ENGINEER'S STATEMENT
 I, DONALD J. HANCOCK, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF LAND SURVEYING IN THE STATE OF TEXAS. THAT I PREPARED THE PLAN SUBMITTED HEREBY THAT ALL INFORMATION CONTAINED HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE SURVEYING RECORDS THEREON AND THAT SAID PLAN COMPLIES WITH TITLE 23 OF THE LAND DEVELOPMENT CODE, WAS PREPARED FROM A SURVEY MADE ON THE GROUND, UNLESS BY DIRECTED REVISIONS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]
 DONALD J. HANCOCK
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 04677-STATE OF TEXAS
 BOWMAN CONSULTING GROUP, LTD.
 1120 SOUTH CAPITAL OF TEXAS HWY, BUILDING 3, SUITE 220
 AUSTIN, TEXAS 78704
 DATE 7-26-19



ENGINEER'S STATEMENT
 I, NICHOLAS D. KEHL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAN IS PREPARED FROM MY ENGINEERING EXPERIENCE AND COMPLETES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 23 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature]
 NICHOLAS D. KEHL
 REGISTERED PROFESSIONAL ENGINEER
 NO. 10440-STATE OF TEXAS
 BOWMAN CONSULTING GROUP, LTD.
 1120 SOUTH CAPITAL OF TEXAS HWY, BUILDING 3, SUITE 220
 AUSTIN, TEXAS 78704
 DATE 7-26-19



NOTES
 THIS NOTE IS BEING PLACED ON THE PLAN SET IN THE ABSENCE OF A TEMPORARY TRAFFIC CONTROL STRATEGY WITH THE FULL UNDERSTANDING THAT A WORKMAN OF 8 WEEKS FROM THE START OF CONSTRUCTION TO EMERGENCY TRAFFIC CONTROL PLAN MUST BE REVIEWED AND APPROVED BY BUREAU OF CITY MANAGEMENT. OTHER STANDARD DETAILS ARE NOT A TRAFFIC CONTROL PLAN. THE OWNER/REPRESENTATIVE FURTHER NOTICED THAT A REVIEW SET AS PRESCRIBED BY THE MOST CURRENT VERSION IS SUBMITTED TO BUREAU OF CITY MANAGEMENT DIVISION FOR REVIEW.

THE FOLLOWING MUST BE TAKEN INTO CONSIDERATION WHEN DEVELOPING FUTURE TRAFFIC CONTROL STRATEGIES:
 1. BICYCLE TRAFFIC ACCESS MUST BE MAINTAINED AT ALL TIMES, UNLESS OTHERWISE AUTHORIZED BY BUREAU OF CITY MANAGEMENT.
 2. THE LAND SURVEYOR SHALL BE ADVISED OF ANY ACCIDENTS OR DAMAGE TO PROPERTY DETERMINED THAT ADEQUATE ACCOMMODATIONS HAVE BEEN MADE TO PREVENT TRAFFIC HAZARDS.
 3. PROJECT SHOULD BE PHASED TO THAT UTILITY INSTALLATION MINIMALLY IMPACTS EXISTING OR TEMPORARY PEDESTRIAN FACILITIES.

2. PROJECT CONSTRUCTION ON LOTS IN THIS SUBDIVISION, FINANCE PLANS WILL BE REFERRED TO THE CITY OF AUSTIN FOR REVIEW. INITIAL PLAN-OFF SHALL BE SOLD TO THE PUBLIC, EXISTING AT UNDEVELOPED STATUS BY POSTING OR OTHER APPROVED METHOD.

3. THIS PROJECT IS SUBJECT TO THE WIND AND WATER EROSION CONTROL RULE (CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL, AND CITY OF AUSTIN STORMWATER SPECIFICATIONS MANUAL).

4. FLOOD NOTE: A PORTION OF THE SUBJECT TRACT IS SHOWN TO BE IN FLOOD ZONE AND IS SUBJECT TO FLOOD DAMAGE. THESE FLOOD DAMAGE ZONES AND FLOOD ELEVATION DETERMINED AND A PORTION OF THE SUBJECT TRACT IS SHOWN TO BE IN FLOOD ZONE (FLOOD), OTHER FLOOD AREAS OF 100 YEAR ANNUAL CHANCE FLOOD, AS NOTIFIED BY THE FLOOD INSURANCE RATE MAP PANEL 48030C0101, MAY REVISED JANUARY 5, 2018.

5. IF APPROVING THIS PLAN, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION. THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNER OF THE LOTS FAILS TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.

6. THE OWNER OF THIS SUBDIVISION AND THE OWNER'S SUCCESSORS AND HEIRS ARE RESPONSIBLE FOR COMPLETION OF SUBDIVISION INFRASTRUCTURE THAT COMPLY WITH CITY OF AUSTIN AND STATE REQUIREMENTS AND COMPLETE THEREAFTER THAT MAY VARY FROM CITY OF AUSTIN. THE CITY OF AUSTIN WILL NOT BE RESPONSIBLE FOR CONSTRUCTION. SUBDIVISIONS DO NOT COMPLY WITH THE REGULATIONS.

7. PUBLIC UTILITIES, SUCH AS THE CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STRIKE AND AS SHOWN BY A DOTTED LINE ON THE PLAN. THE PLAN HEREAFTER DATED, THESE REGULATIONS SHALL BE IN PLACE PRIOR TO THE LEFT BEING REQUIRED. FAILURE TO COMPLY WITH THESE REGULATIONS MAY RESULT IN THE WITHDRAWING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS OR UTILITY CONNECTIONS BY THE OPERATING BODY OF UTILITY COMPANY.

8. ALL NOTES FROM LAKE SHORE ADDITION AS RECORDED IN VOLUME 3, PAGES 38 & 31, AND RECORDS OF TRAVIS COUNTY, TEXAS, SHALL REMAIN IN EFFECT.

9. NO NEW DEVELOPMENT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WIND AND WASTEWATER UTILITY SYSTEM.

10. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE APPROVED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST FILE THE CITY APPLICATIONS WITH THE UTILITY CONSTRUCTION.

11. ALL ACTIVITIES WITHIN THE CITY LIMITS, TO BE IDENTIFIED WITH SUBSEQUENT SITE DEVELOPMENT PERMITS, MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE CITY OF AUSTIN WASTEWATER CODE MUST BE REVIEWED BY THE WASTEWATER UTILITY. CONSTRUCTION IS PROHIBITED, AND WASTEWATER DISPOSAL OF IRRIGATION IS PROHIBITED.

12. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS.

13. NICHOLAS ACCESS IS AND FROM NEIGHBORING LOTS 35E AND 36E SHALL BE THROUGH THE DRIVE USE ACCESS EASEMENT ONLY.

FILE # 2018-126 RESUBDIVISION OF LOTS 35E AND 36E OF LAKE SHORE ADDITION

DATE	REVISION	BY	CHK	REV
07-26-19	ISSUE FOR RECORD	DJH	DL	1
08-22-18	REVISION # 2 - FINAL MAP	DJH	DL	2
08-22-18	REVISION # 1 - ADDRESS CHANGE	DJH	DL	1
08-22-18	REVISION # 3 - ADDRESS CHANGE	DJH	DL	3
08-22-18	REVISION # 4 - ADDRESS CHANGE	DJH	DL	4



Bowman Consulting Group, Ltd.
 1120 South Capital of Texas Hwy, Building 3, Suite 220
 Austin, Texas 78704
 512.452.8277
 2019 Plan No. 01-14380 | 2018 Plan No. 101288-02

RESUBDIVISION OF LOTS 35E AND 36E OF LAKE SHORE ADDITION CITY OF AUSTIN, TEXAS

SHEET 1 OF 2

PLAN 1212.1
 CASE NO. CB-2018-0139.04

EXHIBIT "B"
CONDOMINIUM PLAT MAP

See attached.

Plat of

WEST HARBOUR MARINA CONDOMINIUM

page 1 of 12

LEGAL DESCRIPTION:

LOT 36E, RESUBDIVISION OF LOTS 35E AND 36E, LAKE SHORE ADDITION,
A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR
PLAT THEREOF RECORDED IN DOCUMENT NO. 201900172 OF THE OFFICIAL
PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Prepared: September 26, 2019
from survey of June 23, 2015 and July 17, 2019
and site and building plans provided by Declarant

THIS PLAT CONTAINS THE INFORMATION
REQUIRED BY SECTION 82.059 OF THE
TEXAS UNIFORM CONDOMINIUM ACT

 11-11-19
Anne Thayer
Registered Professional Land Surveyor No. 5850



- LEGEND**
- ⊙ 1/2" Iron Rod Found
 - ipf ⊙ 1/2" Iron Pipe Found
 - ⊠ 1/2" Capped Iron Rod Found (marked B&G)
 - ▲ PK Nail Found
 - ⊛ Calculated Point
 - //— Wood Fence
 - x— Wire Fence
 - Overhead Utility Line
 - guy wire
 - Boundary of Limited Common Element
 - LCE= Limited Common Element Assigned to Unit as Noted
 - GCE= General Common Element
 - ▨ Limits of Unit (Boat Slip)
 - ▩ Wood Dock (GCE)

HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990

SCALE: 1"=60'

LEGEND

- 1/2" Iron Rod Found
- ipf 1/2" Iron Pipe Found
- ⊠ 1/2" Capped Iron Rod Found (marked B&G)
- PK Nail Found
- ⊙ Calculated Point

According to the deed recorded in Document No. 2012093835 of the Official Public Records, the owners of the east 1/2 of Lot 37, Lake Shore Addition retain an easement on Lot 36, Lake Shore Addition, "for the continued use of a power pole, meter and service facilities for electric utilities."

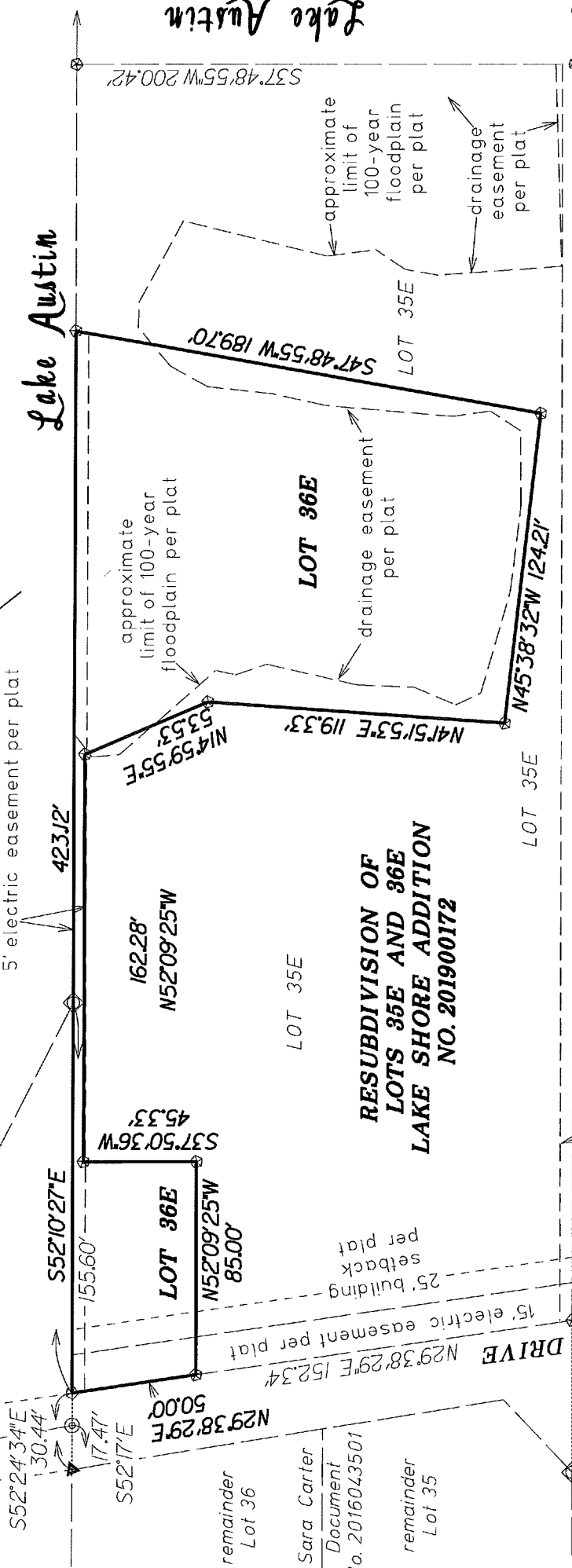
This lot is subject to inundation easements as recorded in Volume 274 Page 527 and Volume 285 Page 326 of the Deed Records of Travis County, Texas.

This lot may be subject to an easement for electric transmission/distribution lines and telephone wire as described in Volume 659 Page 561 of the Travis County Deed Records; however said document contains no descriptive information with which to determine the location of the easement.

LOT 37
LAKE SHORE ADDITION
VOLUME 3 PAGES 30-31

Robert L. Depwe and Karen E. Depwe
Document No. 2012093835

5' electric easement per plat



**RESUBDIVISION OF
LOTS 35E AND 36E
LAKE SHORE ADDITION
NO. 201900172**

Plat of

WEST HARBOUR MARINA CONDOMINIUM

page 2 of 12; boundary survey

Bearing Basis
S31°27'14"W
439.33'
ipf

LOT 37

S52°10'27"E 423.12'

GCE

N52°09'25"W 162.28'

proposed building

GCE

LOT 36E

proposed concrete drive and parking

GCE

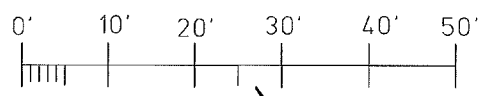
N52°09'25"W 85.00'

S37°50'36"W 45.33'

access easement (to be executed)

match line for page 4

LOT 35E



**RESUBDIVISION OF
LOTS 35E AND 36E
LAKE SHORE ADDITION
NO. 201900172**

Plat of
**WEST HARBOUR MARINA
CONDOMINIUM**

page 3 of 12, as-built conditions sheet 1
see LEGEND: page 1

proposed concrete drive

access easement (to be executed)

5' electric easement per plat

N52°08'52"W

500.86'

LOT A

ORLEANS HARBOUR
Volume 68 Page 37

concrete drive

edge of paving

proposed concrete approach

N29°38'29"E 50.00'

WESTLAKE DRIVE

N29°38'29"E 152.34'

15' electric easement per plat

25' building setback per plat

proposed walk: access easement to be executed

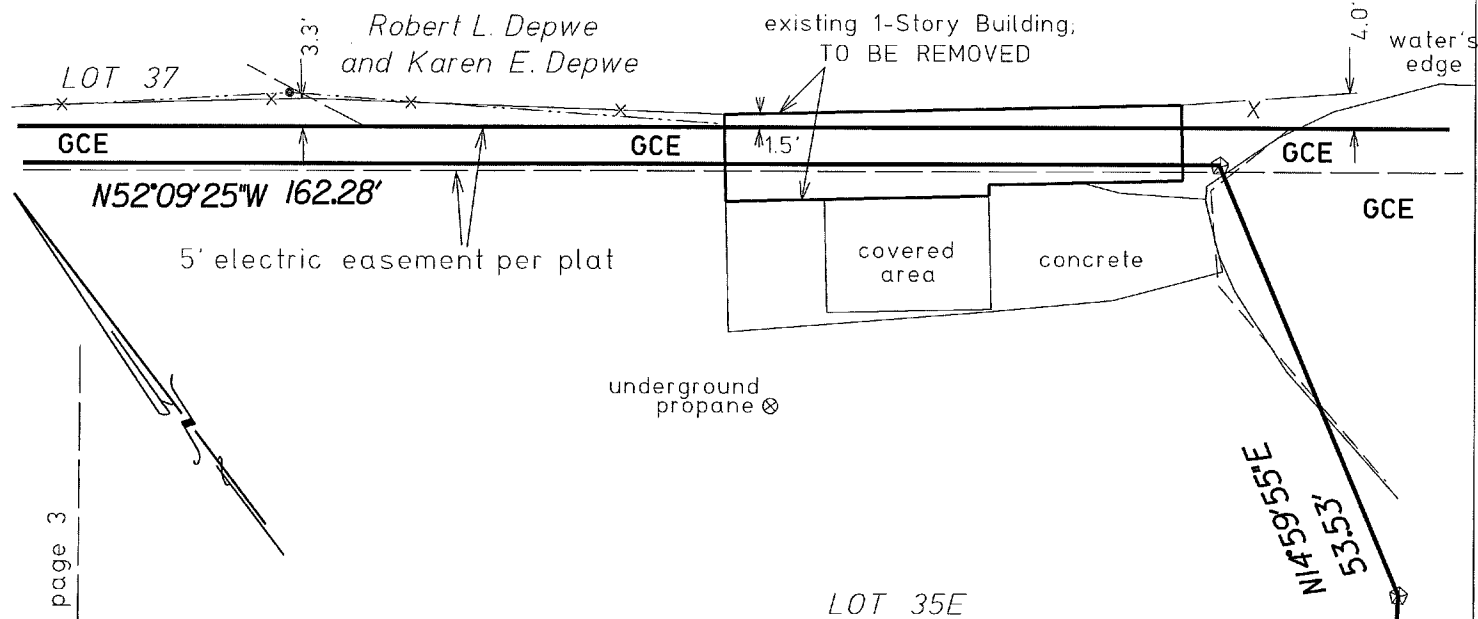
propane tank
⊗
underground propane

wastewater manhole

curb

water meter

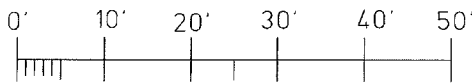
cable TV pedestal



**RESUBDIVISION OF
LOTS 35E AND 36E
LAKE SHORE ADDITION
NO. 201900172**

Plat of
**WEST HARBOUR MARINA
CONDOMINIUM**

page 4 of 12; as-built conditions sheet 2
see LEGEND: page 1



proposed building:
no access/
no easement
will be provided

proposed bathroom:
easement to be
executed

proposed access area;
easement to be
executed

proposed concrete drive

access easement
(to be executed)

5' electric easement per plat

LOT A
ORLEANS HARBOUR
Volume 68 Page 37

N52°08'52"W

500.86'

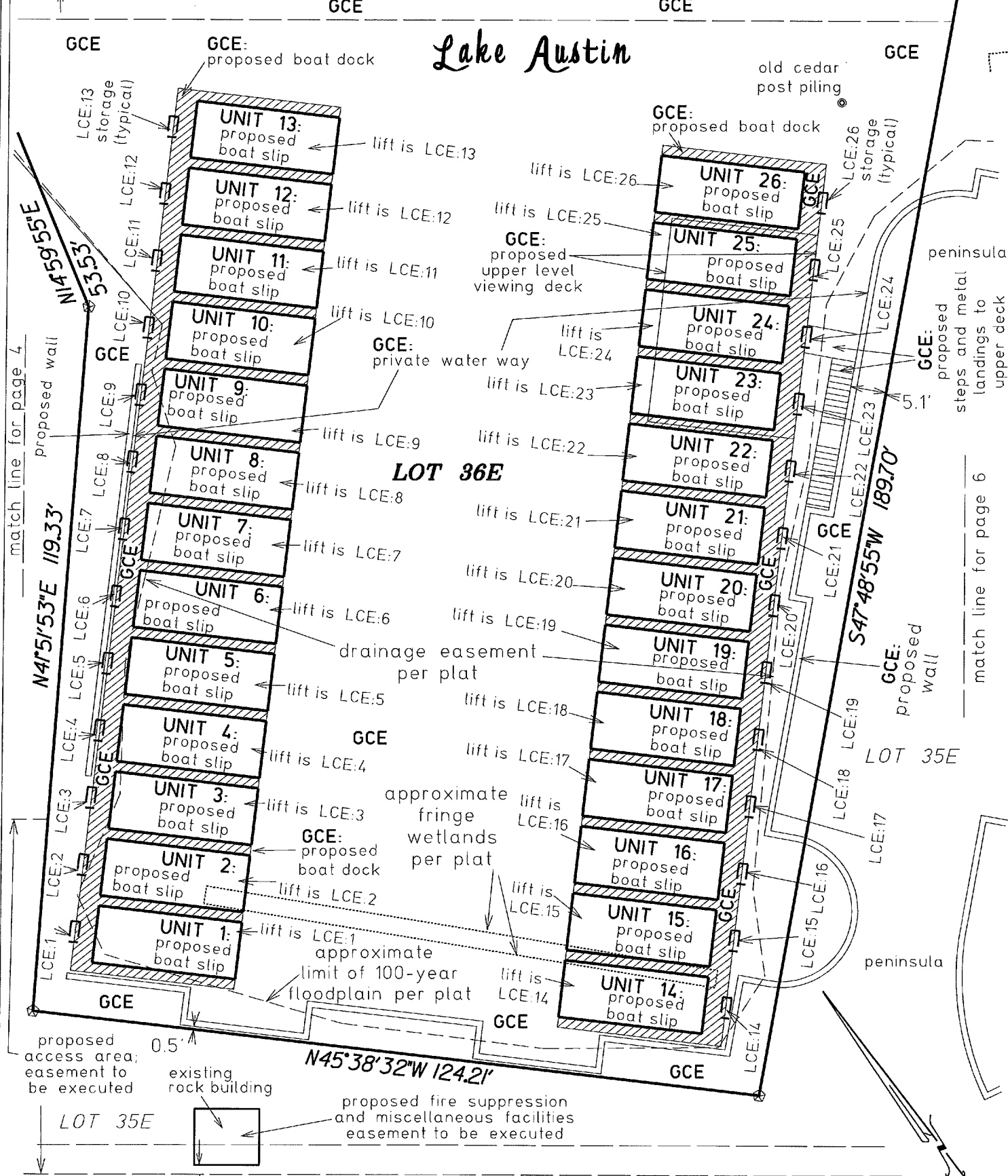
match line for page 3

match line for page 5

Robert L. Depwe and Karen E. Depwe

water's edge 423.12' Document No. 2012093835

Lake Austin



match line for page 4

match line for page 6

N41°51'53"E 119.33'

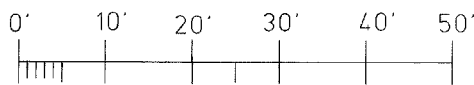
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N45°38'32"W 124.21'

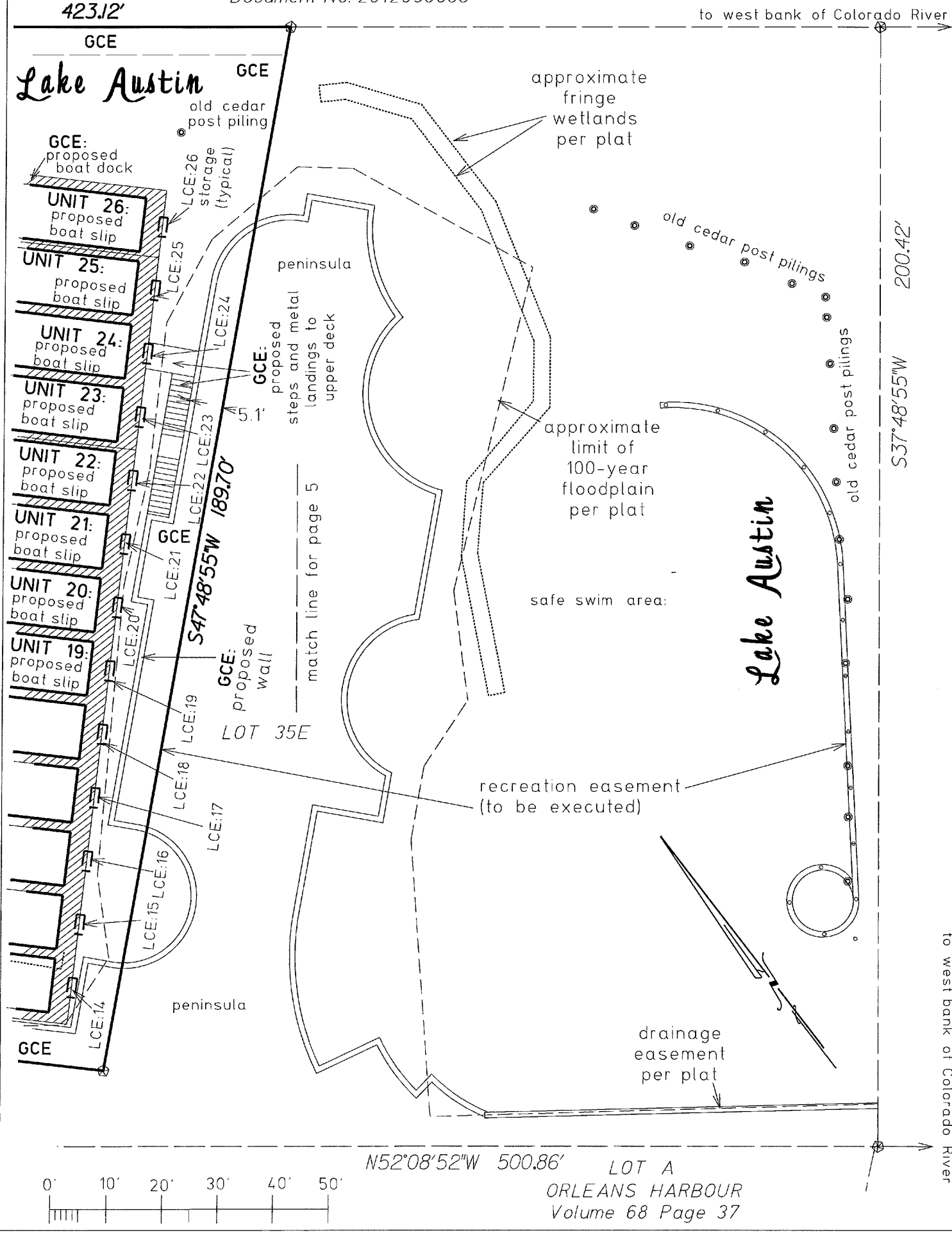
N52°08'52"W

500.86'

LOT A
ORLEANS HARBOUR
Volume 68 Page 37



Robert L. Depwe and Karen E. Depwe
Document No. 2012093835



to west bank of Colorado River

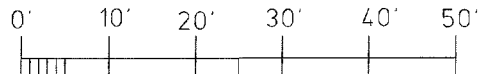
200.42'

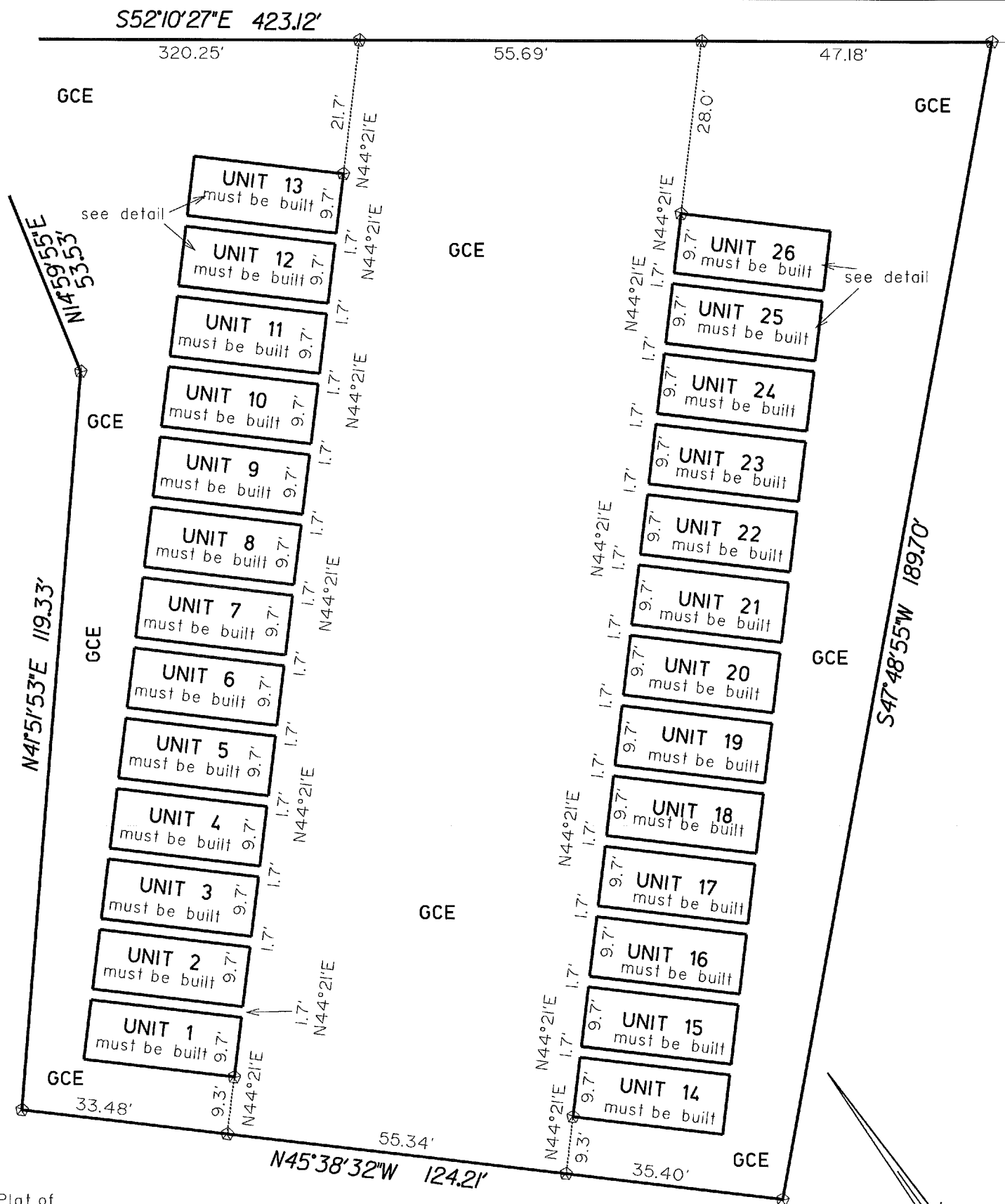
S37°48'55"W

N52°08'52"W 500.86'

LOT A
ORLEANS HARBOUR
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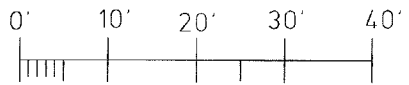
to west bank of Colorado River



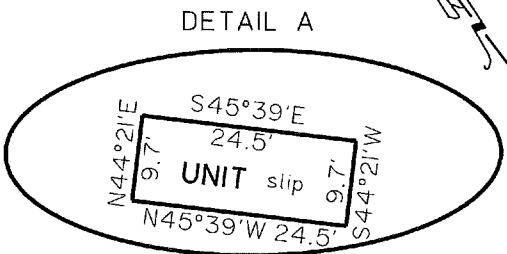


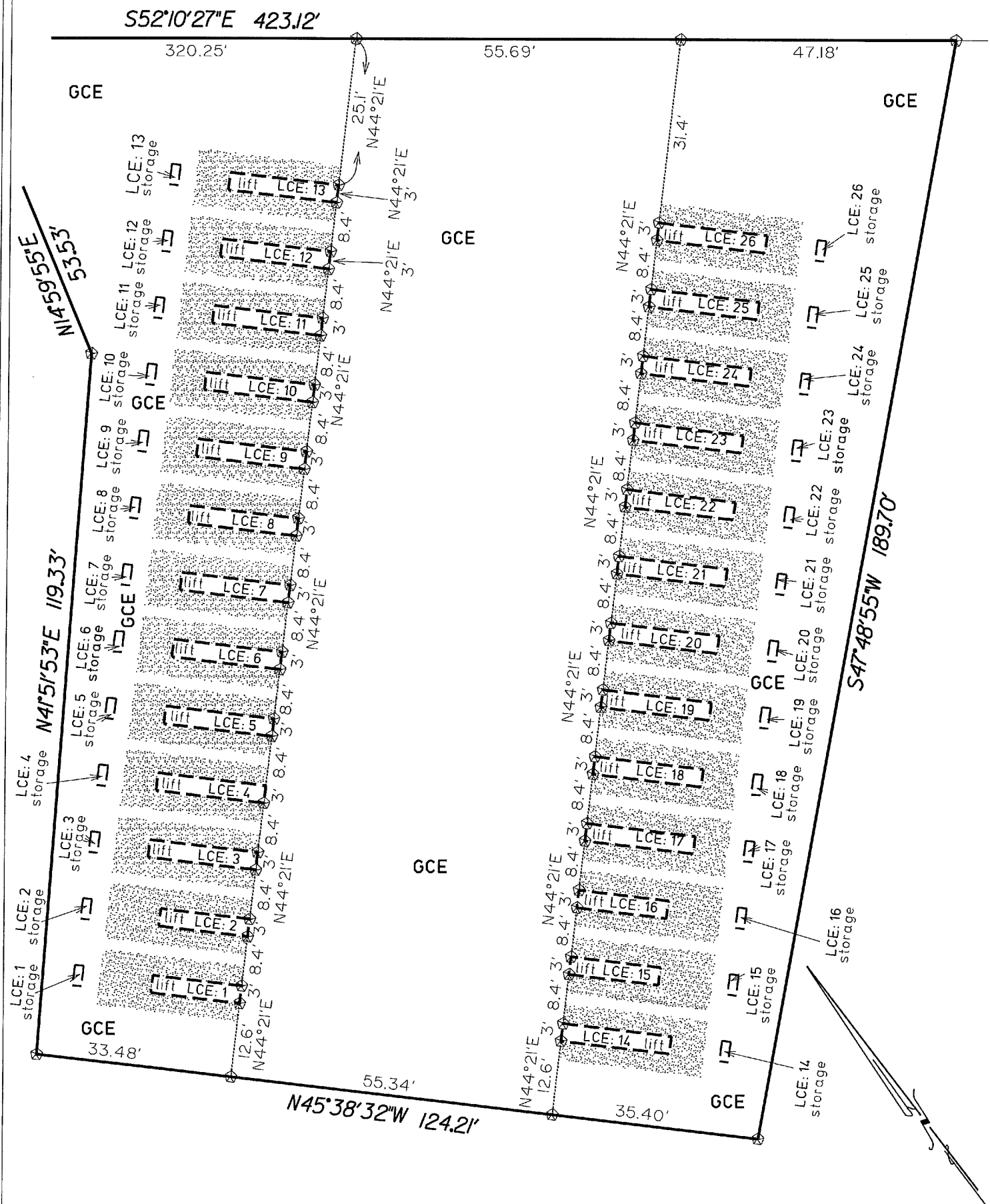
Plat of
**WEST HARBOUR MARINA
 CONDOMINIUM**

page 7 of 12; UNIT DIMENSIONS sheet 1



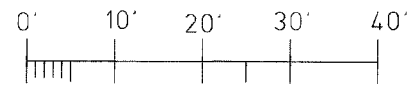
see LEGEND: page 1





Plat of
**WEST HARBOUR MARINA
 CONDOMINIUM**

page 8 of 12; LCE Dimensions sheet 1
 see LEGEND: page 1

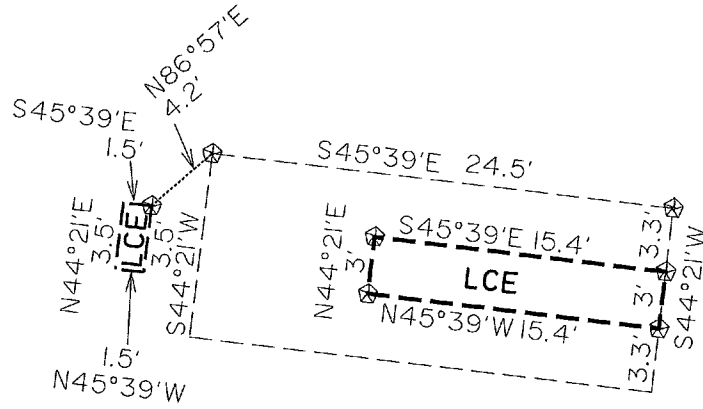


Plat of

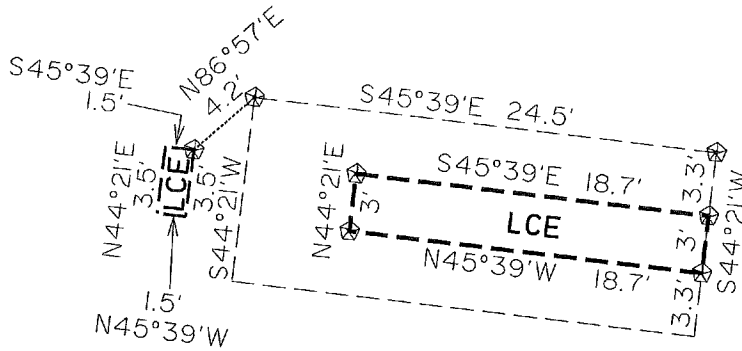
WEST HARBOUR MARINA CONDOMINIUM

SCALE: 1"=10'

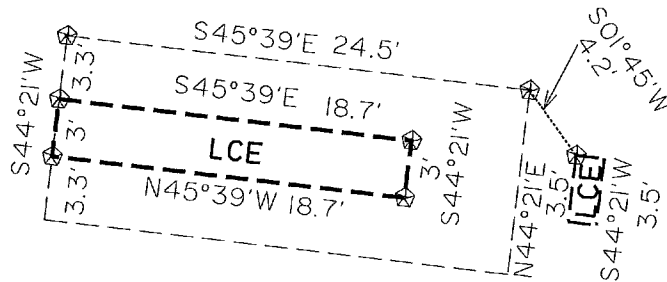
page 9 of 12; LCE Dimensions sheet 2
see LEGEND: page 1



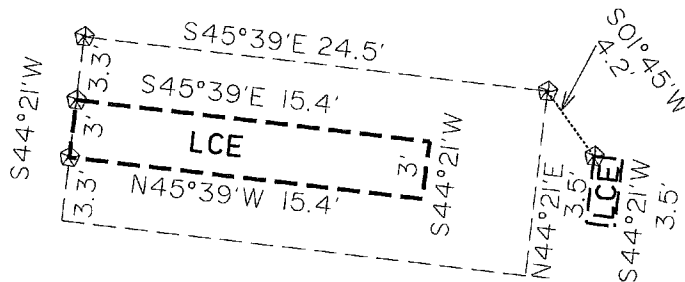
LCE's for UNITS 1 and 2



LCE's for UNITS 3-13 inclusive

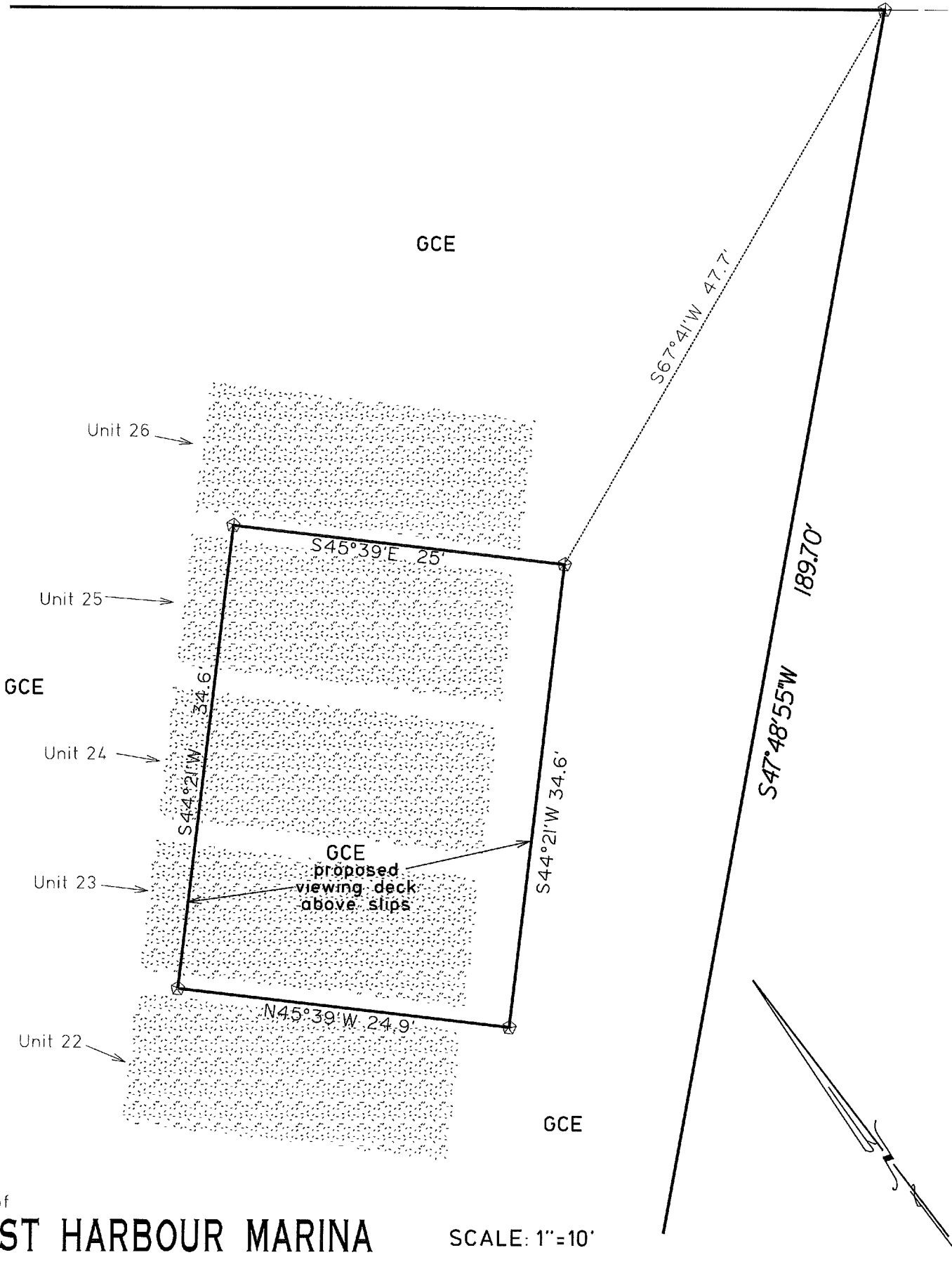


LCE's for UNITS 15 and 16



LCE's for UNIT 14
and UNITS 17-26 inclusive

S52°10'27"E 423.12'



Plat of
WEST HARBOUR MARINA
CONDOMINIUM

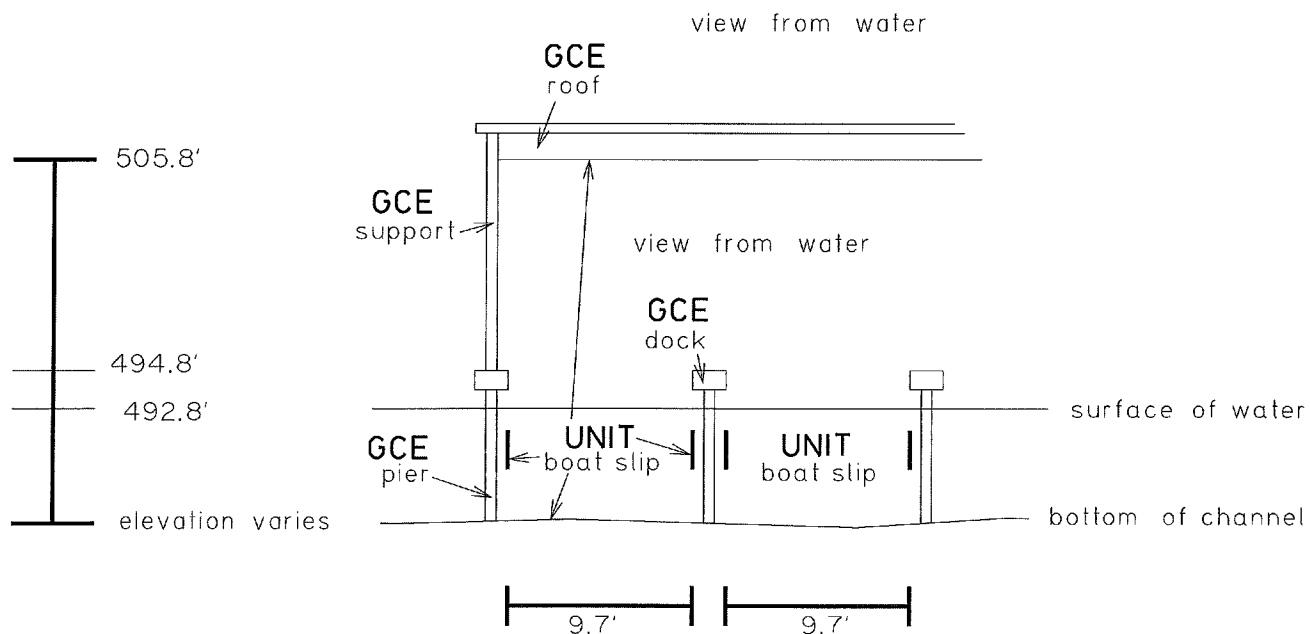
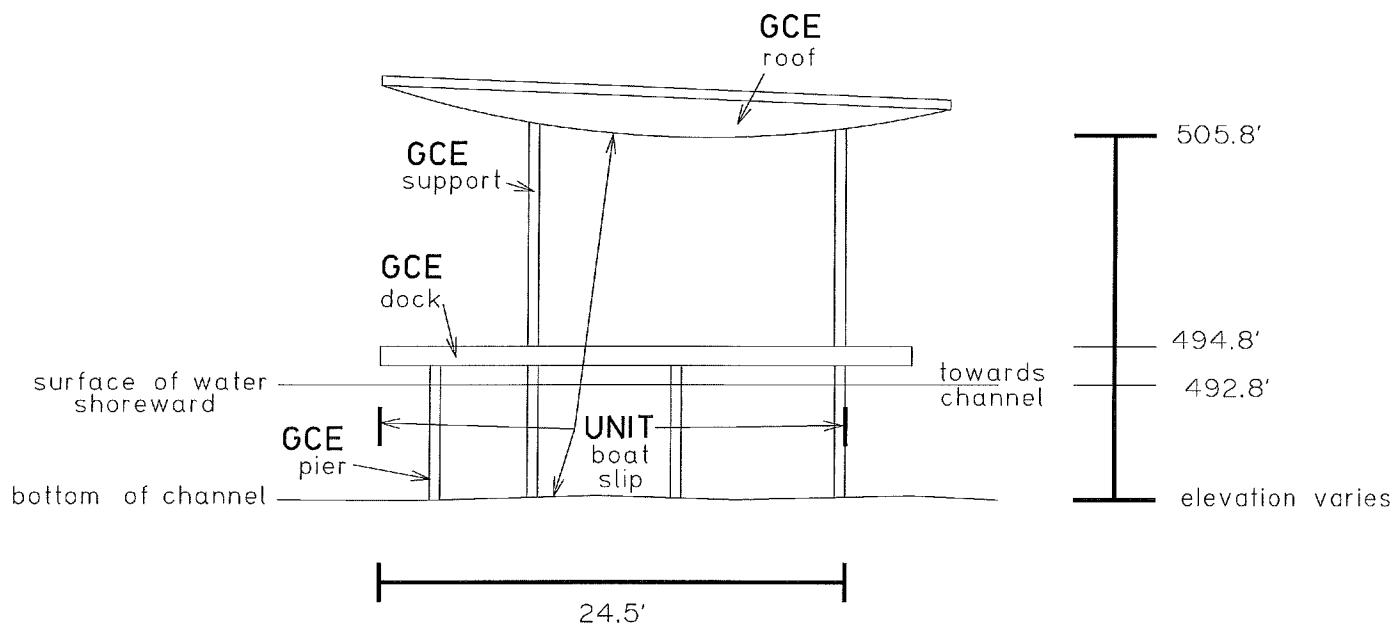
SCALE: 1"=10'

Plat of

WEST HARBOUR MARINA CONDOMINIUM

page 11 of 12; vertical UNIT dimensions sheet 1
see LEGEND: page 1

SCALE: 1"=10'



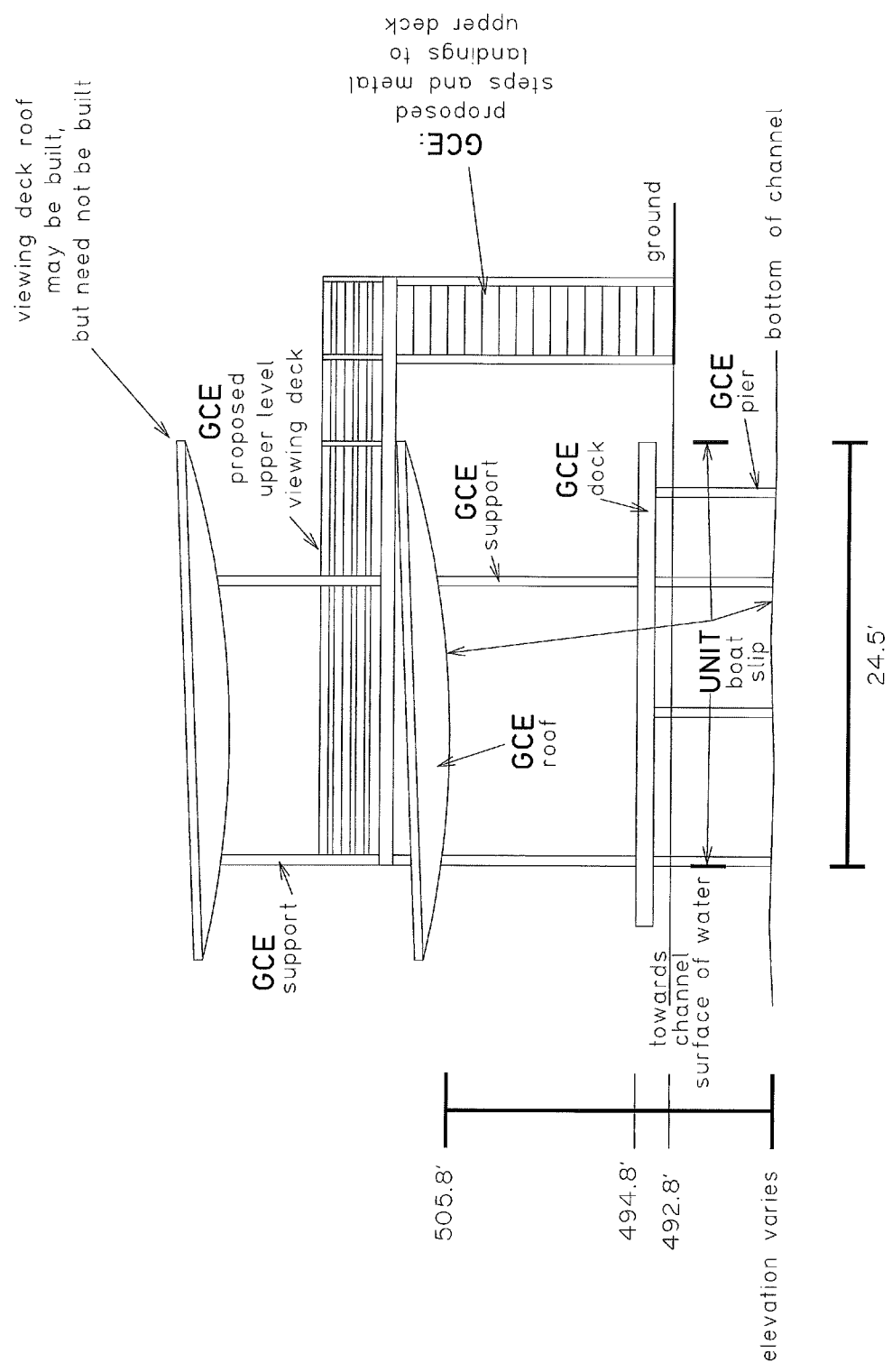
lifts and storage not shown

Plat of WEST HARBOUR MARINA CONDOMINIUM

UNITS 23, 24, AND 25: view from south

SCALE: 1" = 10'

page 12 of 12; vertical UNIT dimensions sheet 2
see LEGEND: page 1



lifts and storage not shown

EXHIBIT "C"
TABLE OF INTERESTS

I. Percentage Share of Common Elements and Common Expense:

Unit Number	Percentage Interest
1	3.85%
2	3.85%
3	3.85%
4	3.85%
5	3.85%
6	3.85%
7	3.85%
8	3.85%
9	3.85%
10	3.85%
11	3.85%
12	3.85%
13	3.85%
14	3.85%
15	3.85%
16	3.85%
17	3.85%
18	3.85%
19	3.85%
20	3.85%
21	3.85%
22	3.85%
23	3.85%
24	3.85%
25	3.85%
26	3.85%
Total	100.00%

II. Vote in Affairs of the Association:

1 vote per Unit

Total Number of Votes: 26

EXHIBIT "D"
BYLAWS

See attached.

**BYLAWS OF
WEST HARBOUR MARINA
PROPERTY OWNERS ASSOCIATION, INC.**

Basic Information

Association: West Harbour Marina Property Owners Association, Inc., established by the Certificate of Formation filed with the Secretary of State of Texas on November 5, 2019 under file number 803462856, a Texas nonprofit corporation.

Principal Office: 8301 N State Highway 6, Bryan, Texas 77807

Mailing Address: 8301 N State Highway 6, Bryan, Texas 77807

Declaration: The Declaration of Covenants, Conditions and Restrictions of West Harbour Marina Condominium, recorded in the Official Public Records of Travis County, Texas.

Definitions: Capitalized terms used but not defined in the Bylaws have the meaning set forth in the Declaration.

Voting Members: Members entitled to vote or their proxies. Any Member delinquent in payment of any Assessment is not a Voting Member.

A. Members

A.1. Membership. Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Unit.

A.2. Place of Meeting. Members meetings will be held at the Association's principal office or at another place designated by the Board.

A.3. Annual Meetings. The first Members meeting will be held within three (3) months after the formation of the Association. Subsequent regular annual Members meetings will be held on a date selected by the Board of Directors during the first quarter of the year. If the Board of Directors fail to select a time and day, the annual Members' meeting must be held at 10:00 A.M. (local time at the place of the meeting) on the first Tuesday of February of each year,

unless that day is a legal holiday, in which case, the meeting must be held on the next succeeding business day.

A.4. Special Meetings. The President, two-thirds (2/3) of the Board, or Owners having at least 20 percent of the votes of the Association may call special meetings.

A.5. Notice of Meetings. Except as provided in paragraph F.6., written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member not less fourteen (14) nor more than thirty (30) days before the meeting. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, properly addressed, postage prepaid.

A.6. Waiver of Notice. A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

A.7. Quorum. A quorum is present throughout any meeting of the Association if persons entitled to cast at least twenty percent (20%) of the votes that may be cast for election of the Board are present in person or by proxy at the beginning of the meeting.

A.8. Majority Vote. Votes representing at least fifty-one percent (51%) of the votes at a meeting at which a quorum is present are a majority vote.

A.9. Proxies. Voting Members may vote by written proxy.

A.10. Conduct of Meetings. The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the Members.

B. Board

B.1. Governing Body; Composition. The affairs of the Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the certificate of formation. Each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary.

B.2. Number of Directors. The Board consists of three (3) persons. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

B.3. Term of Office. The initial directors serve until the first annual meeting of Members.

The terms of directors will be staggered. At least one-third of the Board will be elected each year. The initial Board will determine the initial term, not to exceed three (3) years,

of each director. The initial terms shall be staggered (i.e. one of the initial directors will roll off on year one, the second on year two and the third on year three). At the expiration of the initial term of a director, each successor will have a term of three (3) years.

Directors may serve consecutive terms.

B.4. Election. Within 120 days after Declarant has conveyed 75 percent of the Units to Owners other than Declarant, the Members shall elect not less than two members of the Board members at a meeting held for such purpose. Not later than the 120th day after conveyance of 100 percent of the Units to Owners other than Declarant, the Voting Members will elect the directors of the Association and its officers as herein provided. At subsequent annual Members meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

B.5. Removal of Directors and Vacancies

B.5.a. Removal by Members. Any director may be removed, with or without cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.

B.5.b. Removal by Board. Any director may be removed at a Board meeting if the director—

- i. failed to attend three (3) consecutive Board meetings;
- ii. failed to attend sixty (60) percent of Board meetings within one year;
- iii. is delinquent in the payment of any Assessment for more than sixty (60) days; or
- iv. is the subject of an enforcement action by the Association for violation of the Dedicatory Instruments.

B.5.c. Removal by Declarant. During the Declarant Control Period, Declarant may remove any director with or without cause. Any director whose removal is sought will be given notice of the proposed removal. Declarant may fill the vacancy caused by said removal.

B.5.d. Vacancies. A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.

B.5.e. Successors. If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

B.6. Compensation. Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.

B.7. Powers. The Board has all powers necessary to administer the Association's affairs.

B.8. Management. Anything contained in these Bylaws to the contrary notwithstanding, the Board of Directors shall have the power and authority to enter into a management agreement with a management company of its choice, at a rate of compensation based upon the policies and functions performed by said management company, and on such terms and conditions acceptable to the Board of Directors. The Board may delegate any of its powers, duties and functions to the managing agent named therein provided, however, that the terms of the management agreement shall be in compliance with the provisions of the Declaration. The members of the Board shall not be liable for any act of omission of the managing agent or any improper exercise of any duty, power or function delegated by the Board by written instrument executed by a majority of the Board of Directors.

B.9. Accounts and Reports. Accounting must conform to good accounting practices. The Association shall obtain an annual audit of its records in accordance with section 82.114(c) of the Act. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:

- a. An income statement reflecting all income and expense activity for the preceding period.
- b. A statement reflecting all cash receipts and disbursements for the preceding period.
- c. A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.
- d. A balance sheet as of the last day of the preceding period.
- e. A delinquency report listing all Owners who are delinquent by more than sixty (60) days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

B.10. Borrowing. The Board may borrow money to maintain, repair, or restore the Common Elements without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.

B.11. Rights of Association. With respect to any areas owned by the Association, and in accordance with the Declaration, the Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

B.12. Rules. Consistent with the rights granted in the Declaration, the Board of Directors shall have the right to establish, modify, and amend Rules of the Association.

C. Board Meetings

C.1. Regular Meetings. Regular meetings of the Board will be held at such time and place as determined by the Board, but at least four (4) such meetings will be held during each fiscal year. Notice of the time and place of the meetings will be given to directors not less than fourteen (14) days and not more than thirty (30) days before the meetings.

C.2. Special Meetings. Special meetings will be held when called by written notice signed by the president or by any two (2) directors. The notice will specify the time and place of the meeting and the matters to be covered at the meeting.

C.3. Waiver of Notice. The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

C.4. Quorum of Board. At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than fourteen (14) days nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

C.5. Conduct of Meetings. The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors.

C.6. Proxies. Directors may vote by written proxy.

C.7. Action without Meeting. Any action that may be taken at a Board meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of the Board as would be necessary to take that action at a meeting.

D. Officers

D.1. Officers. The officers of the Association are a president, secretary, and treasurer, to be elected from the Members of the Board. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the President shall only hold that office. The officers may also be

Directors, and the Directors may also be officers. The current officers of the Association are as follows: Mark Kristen, President and Treasurer; and Stephanie Nick, Secretary.

D.2. Election, Term of Office, and Vacancies. Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term. The terms of officers will be staggered. At least one-third of the officers will be elected each year. The initial Board will determine the initial term, not to exceed two (2) years, of each officer. At the expiration of the initial term of a director, each successor will have a term of two (2) years

D.3. Removal. The Board may remove any officer whenever, in the Board's judgment, the interests of the Association will be served thereby.

D.4. Powers and Duties. Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

D.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

E. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

F. Miscellaneous

F.1. Fiscal Year. The Board may establish the Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Association's fiscal year is a calendar year.

F.2. Rules for Meeting. The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

F.3. Conflict. The Declaration controls over these Bylaws.

F.4. Inspection of Books and Records

F.4.a. Inspection by Member. After a written request to the Association, a Member may examine and copy, in person or by agent, any Association books and records relevant to that purpose. The Board may establish rules concerning the (i) written

request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

F.4.b. Inspection by Director. A director has the right, at any reasonable time and at the Association's expense, to examine and copy the Association's books and records at the Association's Principal Office and to inspect the Association's properties.

F.5. Notices. Any notice required or permitted by the Dedicatory Instruments must be in writing. Notices regarding enforcement actions must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member at the Member's last known address according to the Association's records and the Association, the Board, or a managing agent at the Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

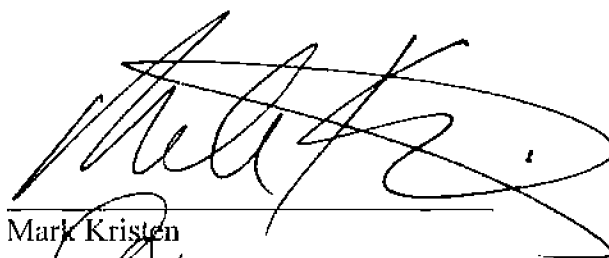
F.6. Amendment. These Bylaws may be amended only by the vote of sixty-seven percent (67%) of the Voting Members in the Association.

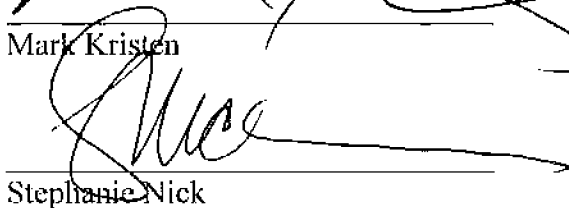
F.7. Transaction with Members, Directors and Officers. So long as terms and compensation for services are consistent with an arm's length transaction, the Association may enter into contracts or transact business with one or more of its Directors, officers, or members, or with any firm of which one or more of its Directors, officers or members are members, or with any corporation, association, company, organization or entity in which one or more of its Directors, officers or members are directors, officers, trustees, shareholders, beneficiaries or are otherwise interested, and, in the absence of fraud, such contract or transaction shall not be invalidated or otherwise affected by the fact that the votes of such Directors, officers or members having such adverse interest may have been necessary to obligate the Association upon such contract or transaction.

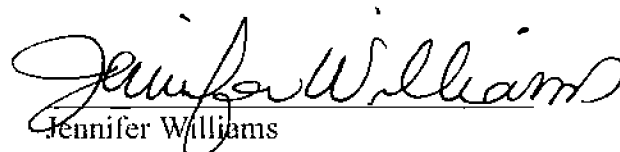
The officers who are authorized to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association are as follows: President and Secretary.

SIGNED THIS 7th day of November, 2019.

DIRECTORS:


Mark Kristen


Stephanie Nick


Jennifer Williams