

**CONDOMINIUM DECLARATION  
FOR  
GARAGES OF THE AMERICAS  
AUTOMINIUMS™**

**Del Valle, Travis County, Texas**

**CONDOMINIUM DECLARATION  
FOR  
GARAGES OF THE AMERICAS AUTOMINIUMS™,  
a condominium regime**

Garages of the Americas Development, LLC a Texas limited liability company ("**Declarant**"), owns the real property described in Appendix A of this Declaration. By recording this Declaration, Declarant submits the property described in Appendix A to the provisions of the Uniform Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating **Garages of the Americas Autominiums™**.

Declarant DECLARES that the property described in Appendix A will be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, and easements of this Declaration, including Declarant's representations and reservations in the attached Appendix D, which run with the real property and bind all parties and inure to the benefit of each Owner of the property.

**ARTICLE 1  
DEFINITIONS**

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

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

1.2 "**Areas of Common Responsibility**" means those portions of Units that are designated, from time to time, by the Association to be maintained, repaired, and replaced by the Association, as a Common Expense, as if the portions were Common Elements.

1.3 "**Articles**" mean the Certificate of Formation of the Association filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

1.4 "**Assessment**" means any charge levied against a Unit or Owner by the Association, pursuant to the Documents, the Act, or other public law, including but not limited to Annual Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments as defined in Article 5 of this Declaration.

1.5 "**Association**" or "**AOA**" means the Garages of the Americas Autominium™ Owners Association, Inc. a Texas non-profit corporation, the Members of which shall be the

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

1.6 **"Autominium™" or "Autominium™ Unit"** is a trademarked term and means a physical portion of the Property designated by the Documents for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Appendix "B" and are more particularly described in Article 4. See also, "Unit."

1.7 **"Board" or "Board of Directors"** means those persons serving as Directors pursuant to the Bylaws and their successors as duly elected and qualified from time to time.

1.8 **"Building"** means the larger structure which contains multiple Autominium™ Units and all appurtenant improvements.

1.9 **"Bylaws"** mean the bylaws of the Association, adopted by the Board, as they may be amended from time to time.

1.10 **"Clubhouse Attendant" or "Clubhouse Employee" or "Complex Manager"** means an employee of the AOA hired to manage the Complex and Complex Club to provide concierge, planning, or other services for Owners. The Association will develop and publish a document outlining the Clubhouse Attendant roles, responsibilities, and expectations and what services are available.

1.11 **"Common Elements"** means and includes all portions of the Property save and except the Units. Without limiting in any way, the generality of the foregoing, the Common Elements shall include those items defined as General Common Elements and Limited Common Elements defined in Article 1 and as discussed in Article 4. All Common Elements are General Common Elements except, if any, Limited Common Elements allocated by this Declaration for the exclusive use of one (1) or more but less than all of the Units.

1.12 **"Common Expenses"** means all costs, expenses, and financial obligations of the Association, together with any allocations to reserves made pursuant to the provisions of the Declaration, Bylaws, or a resolution duly adopted by the Board of Directors.

1.13 **"Complex Club" or "Clubhouse" or "Complex Clubhouse"** refers to the private membership Club that is discussed in Article 21 herein.

1.14 **"Condominium Information Statement"** means the document prepared pursuant to Sections 82.152 and 82.153 of the Act.

1.15 **"Condominium Regime" or "Regime"** means the system of control, rule, and administration by the **"Association"** over the **"Property"** encumbered by the Condominium

Declaration for Garages of the Americas Autominiums™. The name of the **“Condominium Regime”** is Garages of the Americas Autominiums™.

1.16 **“County”** means Travis County, Texas.

1.17 **“Declarant”** means Garages of the Americas Development, LLC, a Texas limited liability company or its successors, which is developing the Property.

1.18 **“Declarant Control Period”** means that period of time, beginning the date this Declaration is recorded, during which Declarant controls the operation and management of the Association, pursuant to Appendix D of this Declaration.

1.19 **“Declaration”** means this document, as it may be amended from time to time.

1.20 **“Development Period”** means the period which begins upon the filing date of this Declaration and shall be in effect so long as Declarant is the Owner of one (1) or more Units or until such time as Declarant terminates the Development Period by filing notice of termination in the Official Public Records of Travis County, Texas.

**During the Development Period, Appendix D  
has priority over the main body of this Declaration.**

1.21 **“Development Rights”** means the rights reserved by Declarant under Appendix D of this Declaration to create Units, General Common Elements, and Limited Common Elements within the Property.

1.22 **“Director”** means a member of the Association’s Board of Directors.

1.23 **“Documents”** or **“Governing Documents”** mean, singly or collectively as the case may be, this Declaration, the Plat and Plans recorded pursuant to the Act, the Articles, Bylaws, and Rules and Regulations, as any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is a part of that Document.

1.24 **“Expected Guest Calendar”** or **“EGC”** means a calendar maintained so the Clubhouse Attendant is aware of guests who may request access to the complex. The EGC will include the minimum of the guest(s) name(s), phone number, the Unit they are visiting, expected arrival time, and estimated length of their stay within the Complex.

1.25 **“First Lien Loan”** means any indebtedness, secured by a first and prior lien or encumbrance upon a Unit.

1.26 **“First Mortgagee”** means any person which is the holder, insurer, or guarantor of a First Lien Loan secured by a recorded senior or first deed of trust against a Unit.

1.27 **“General Common Elements”** means Common Elements which are not Limited Common Elements. The Common Elements shall mean and include the land on which the Buildings are located and all portions of the Property not contained within any Unit, including, but not by way of limitation, the foundation, columns, girders, beams, supports, main walls, roofs, and Building exteriors; the grounds, gardens, parking areas, including any utility pipes, lines or systems, together with the installation of such central services, including power, lights, gas, hot and cold water; in general, all apparatuses and installations existing for common use; all driveways; all Limited Common Elements as hereinafter described; all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, of which have been designated as Common Elements in plat; and all repairs and replacements of any of the foregoing.

1.28 **“Honorary Member”** means a member of the Complex Club who is not an Owner, but who receives Declarant or Association approval to have a membership and access to the Complex Club. An honorary member must be reconfirmed every calendar year and is subject to Rules and Regulations adopted regarding Honorary Members.

1.29 **“Improvement”** means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to Buildings, outbuildings, patios, driveways, parking areas and/or facilities, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antenna, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water meters, antennas, towers and other facilities used in connection with water, septic, gas, electric, telephone, regular or cable television, or other utilities.

1.30 **“Limited Common Elements”** means and includes those portions of the Common Elements reserved for the use of certain Units to the exclusion of other Units. The Limited Common Elements shall be any assigned parking spaces, as well as all patios, porches, and landscaping that are immediately adjacent and contiguous to certain Units, as more particularly described in the plat. The use and occupancy of designated Limited Common Elements shall be reserved to its associated Unit; and each Owner is hereby granted an irrevocable license to use and occupy said Limited Common Elements and shall have the responsibility to maintain such Limited Common Elements as hereinafter provided.

1.31 **“Majority”** means more than half.

1.32 **“Manager”** or **“Management Office”** includes the management staff in the management office or Clubhouse who are employees of the Association or otherwise act as its managing agent.

1.33 **“Member”** means a Member of the Association, each Member being an Owner of a Unit, whether an individual, partnership, corporation, or other legal entity unless the context indicates that Member means a Member of the Board or a Member of a Committee of the Association.

1.34 **"Minute Book"** means the minute book of the Association, which shall contain the minutes of all annual and special meetings of the Association, meetings of the Board of Directors, and all governing documents and resolutions of the Board of Directors and the Members.

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

1.36 **"Non-Owner Member"** means a Member of the Complex Club that has paid an initiation fee for the Complex Club and pays Complex Club assessments; however, they do not own a Unit, are not entitled to all of the same amenities as an Owner and are subject to Rules and Regulations adopted regarding Non-Owner Members.

1.37 **"Occupancy", "Occupy", "Occupying", or "Occupied"** means occupancy of a Unit as described in Article 10, entitled Limitations on Occupancy and Leasing. Occupancy may be described as "daytime occupancy" which is not limited in frequency and "overnight occupancy" which is limited in frequency.

1.38 **"Occupant"** means a person or entity who occupies a Unit whether or not they own that Unit.

1.39 **"Officer"** means an Officer of the Association.

1.40 **"Owner"** means the person(s), entity, or entities holding a fee simple title to a Unit but shall not include a Mortgagee. References in the **"Documents"** to Owner shall apply to any persons occupying, using, visiting, or otherwise on the Property at the direction or invitation (express or implied) of the Owner of a Unit including, but not limited to, the Owner's family, invitees, tenants, visitors, servants, agents, representatives, and licensees. Contract sellers and Mortgagees who acquire title to a Unit through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are Owners. People or entities having ownership interest merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

1.41 **"Person"** shall mean any individual or entity having the legal right to hold title to real property.

1.42 **"Plat and Plans"** means the plat and plans, singly and collectively, recorded or to be recorded in the Official Public Records of Travis County, Texas and pertaining to the real property described in Appendix "A" of this Declaration, including all dedications, limitations, restrictions, easements, notes, and reservations shown on the Plat as changed, modified, or amended from time to time.

1.43 **"Property"** means the real property more particularly described in Appendix A attached hereto and incorporated herein for all purposes, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and includes every Unit and Common element thereon.

1.44 **“Rules and Regulations”** or **“Regulations”** or **“Rules”** means rules and regulations adopted by the Board in accordance with the Governing Documents or the Act and includes signs posted by the Association at any time on the Property as they may be amended from time to time. The initial Rules may be adopted by the Declarant for the benefit of the Association.

1.45 **“Specialized Unit Assessment”** means the perpetual and recurring monthly assessment amount for Specialized Units including Units 101, 201, 202, and the entirety of Building 700. This is the amount of monthly assessment these Units will pay as specialized Units within the complex given the large size of their Units and unique attributes. Each Unit has the Specialized Unit Assessment amount defined in Article 11.

1.46 **“Sub Metered Power”** or **“Sub Metered Power Device”** means the method by which the power consumed by a Building is measured by a device attached to the power servicing a Building to determine each individual Unit power consumption. The AOA will use software or a service that determines each Unit consumption so the AOA can provide a monthly bill to each Owner.

1.47 **“Systems”** includes, but is not limited to, all fixtures, equipment, pipes, lines, wires, computer cables, conduits and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, wastewater, septic, and audio, video, and other electronic medium signals.

1.48 **“Underwriting Lender”** means any state or federally insured banking or lending institution, life insurance company, or other commercial lender, singly or collectively, or any other lender with a net worth of Five Million Dollars (\$5,000,000) or more. The use of this term and these institutions may be neither construed as a limitation on an Owner’s financing options nor as a representation that the Property is approved by any institution.

1.49 **“Unit”** or **“Owner’s Unit”** means a physical portion of the Property designated by the Documents for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Appendix “B” and are more particularly described in Article 4. See also, “Autominium™ Unit.”

1.50 **“Working Capital Fund”** means a fund: (i) to be established during the initial months of the projects operation, and (ii) which is maintained by the Association to meet unforeseen expenditures of the Association or to purchase any additional equipment or services deemed necessary by the Association for the operation of the Condominium Complex during the Declarant Control Period in order to avoid deficiency assessments as allowed by Article 5. The amount of the contribution will be equal to at least the equivalent of four months of assessments, but no more than two times the amount of the annual assessment. Once the initial amount is set, additional working capital fund contributions may be adopted pursuant to the provisions governing special assessments. The Association may include an amount in the budget to cover future repairs and replacements which is included in the regular assessment. These “Reserve Fund Contributions” may be held in the same account as the Working Capital Funds but should be accounted for separately since they serve a different purpose.

Any capitalized term that is not defined in this Section shall have the meaning set forth in the Declaration.

## **ARTICLE 2**

### **PROPERTY SUBJECT TO DOCUMENTS AND DESCRIPTION OF THE LAND**

2.1 **Property Name.** The name of the Property is GARAGES OF THE AMERICAS AUTOMINIUMS™.

2.2 **Association Name and Type.** The name of the Association is Garages of the Americas Autominium™ Owners Association, Inc. The Association is or will be chartered as a Texas nonprofit corporation.

2.3 **Property Location.** The Property is located entirely in the city of De Valle, Travis County, Texas.

2.4 **Property Description.** The Property is located on land described in Appendix A to this Declaration and includes every Unit and all Common Elements thereon. The land on which the Buildings and Improvements are located is more particularly described as follows:

Lot 1, BLK, 78 Plat Records of Travis County, Texas.

2.5 **Property is Subject to Governing Documents.** The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration and of the other Governing Documents, which run with the Property, bind all parties having or acquiring any right, title, or other interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each owner of the Property.

2.6 **Recorded Easements and Licenses.** In addition to the easements and restrictions contained in this Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of record, and any shown or referenced on a recorded plat, each of which is incorporated herein by reference. Each owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants, and agrees to be bound by prior-recorded easements, licenses, leases, and encumbrances.

2.7 **Merger.** Merger or consolidation of the Association with another association must be evidenced in an amendment to this Declaration. The amendment must be approved by Owners representing at least two-thirds (2/3rds) of the total allocated votes. Upon merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Governing Documents within the Property, together with the covenants and restrictions established upon any other property under its

jurisdiction. No merger or consolidation, however, will affect a revocation, change, or addition to the covenants established by this Declaration within the Property.

2.8 **Annexation of Property / Additional Phases of the Project.** Phases of additional property and/or Buildings may be annexed to this Declaration and become part of this Condominium Regime and subject to this Declaration by:

2.8.1 **Unilateral Addition.** Declarant may add additional phases/land to the Condominium Regime without the assent of the Owners on condition that:

(i) Any addition pursuant to this subparagraph shall be made within thirty (30) years from the date of recordation of this Declaration; and

(ii) An amendment of this Declaration and the Condominium plat is recorded prior to any sales of any of the condominium Units or Buildings in a new declarant/developer unplanned or planned phase.

2.8.2 Thereafter, the Association shall be the Association for the entirety of the Condominium Regime, including the annexed property, the same as if the additional property was included in the original Condominium Declaration.

### **ARTICLE 3** **PROPERTY EASEMENTS AND RIGHTS**

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

3.2 **Owner's Easement of Enjoyment.** Every Owner is hereby granted a right and easement of enjoyment over and across the General Common Elements and to the use of Improvements located thereon, subject to other rights and easements set forth in the Documents. An Owner may delegate this right of enjoyment to the Occupants of their Unit.

3.3 **Owner's Maintenance Easement.** Every Owner is hereby granted a non-exclusive easement over and across any General Common Elements to the extent reasonably necessary to maintain or reconstruct such Owner's Unit, subject to the consent of the Association, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the General Common Elements. Requests for access to the General Common Elements for the purpose of maintaining or reconstructing any Unit shall be made in advance to the Board. The consent of the Board will not be unreasonably withheld; however, the Board may require that access to the General Common Elements be limited to business days, Monday-Friday, between the hours of 8 a.m. and 5 p.m., and then only in conjunction with actual maintenance or reconstruction. If an Owner damages an adjoining Unit or Common Element in exercising the easement granted hereunder, the Owner will be required to restore the Unit or Common Element to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the

date the Owner is notified in writing of the damage by the Association or the Owner of the damaged Unit.

3.4 **Owner's Ingress/Egress Easement.** Subject to the reserved parking areas (if any) that constitute Limited Elements, as shown on Appendix "B", every owner is hereby granted a perpetual easement over all paved driveways located on the Property, as may be reasonably required, for vehicular ingress to and egress from the Unit or the Limited Common Elements assigned thereto.

3.5 **Owner's Encroachment Easement.** Every Owner is hereby granted an easement for the existence and continuance of any encroachment of an Improvement located on such Owner's Unit on any Common Element now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement, or movement of any portion of an Improvement, or as a result of condemnation or eminent domain proceedings, so that the encroachment may remain undisturbed so long as the Improvement remains.

3.6 **Association's Access Easement or Right of Entry.** During reasonable hours, upon reasonable notice, and subject to reasonable security requirements, the Declarant or Association, or their agents are hereby granted an easement of access and entry into every Unit and the Common Elements and shall have the right to enter upon and inspect any Condominium Unit covered by this Declaration for:

3.6.1 The purpose of ascertaining compliance with this Declaration,

3.6.2 To perform maintenance,

3.6.3 To enforce architectural and use restrictions,

3.6.4 To ensure that fire alarms, smoke detectors, and/or fire extinguishers are in proper working order,

3.6.5 To respond to emergencies or to allow entry access to emergency personnel,  
and

3.6.6 To perform any other duties required by the Governing Documents or any local, state, or federal law.

Entry into any Condominium Unit shall not be a trespass or other wrongful act. The Association will keep a written record that includes the date, start time and end time, who entered the Unit, and reason for the entry any time a Unit is accessed without the Owner present. When inspections are scheduled that require entry to all Units within a Building or complex, the Association will provide notice to all Owners five (5) days in advance of the planned entry to Units. **Such right of entry shall not include entrance into any vehicle.**

3.7 **Utility Easement.** The Association may grant permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes necessary for the proper

operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the Board. Utilities may include, but are not limited to water, septic, trash removal, electricity, gas, telephone, master or cable television, and security.

**PLEASE PAY PARTICULAR ATTENTION TO THE  
NEXT SECTION TITLED "SECURITY".**

3.8 **Security.** The Association may, but is not obligated to, maintain, or support certain activities within the Property which are designed, either directly or indirectly, to improve safety in or on the property. Each Owner and Occupant acknowledges and agrees, for himself and his guests, that the Association, and its Directors, Officers, committees, agents, and employees are **not** providers, insurers, or guarantors of security within the Property. Security is a team effort of all interested parties – both Association and Owners.

3.8.1 **Individual Responsibility for Security.** Each Owner and Occupant, guest of an Owner, and any member of the Complex Club acknowledges and accepts their sole responsibility to provide security for their own person and property and assumes all risks for loss or damage to the same.

3.8.2 **No Warranties.** Each Owner and Occupant further acknowledges that the Association and its Directors, Officers, committees, agents, and employees have made no representations or warranties, nor has the Owner or Occupant relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglary, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property.

3.8.3 **No Liability.** Each Owner and Occupant acknowledges and agrees that the Association and its Directors, Officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

3.9 **Mandatory Shared Services.** There are four (4) shared services that are paid for in bulk as part of the monthly assessments. Due to the significant investment by Declarant and other contractors to provide these infrastructure services for the complex, none of these services may be privately sourced and Owners may not "opt out" of their use. They are:

- 3.9.1 Water,
- 3.9.2 Septic Sewage,
- 3.9.3 Spectrum Private Unit Gig Internet Service, and
- 3.9.4 Spectrum Essential TV Package Service.

**ARTICLE 4**  
**BUILDINGS, UNITS, AND LIMITED COMMON ELEMENTS**

4.1 **Description of the Buildings.** The Property shall be known as Garages of the Americas Autominiums™. The Property consists of two types of Buildings as more fully described in Appendix “B” attached hereto. There are twelve Autominium™ Buildings and four auxiliary Buildings. There are multiple different configurations for the Autominium™ Buildings. However, each Unit consists of a lower level and an upper level. Each Unit in the Building has two entrances on the street level – one entry door and one garage door. The auxiliary Buildings will be custom built for various other purposes.

4.1.1 The Autominium™ Buildings are to be constructed of metal siding with a concrete slab foundation. The exterior of all Buildings consists of aluminum or metal and glass windows. The interior first floor of the Units is concrete slab and is intended to function as a garage and/or storage space. All walls are to be constructed of fireproof sheetrock which is painted a neutral color. The second story will not be customized prior to closing; however, the basic finish out will be ready for customization. The second story may be customized as meeting space, lounge space, leisure space, or as a man/woman cave. The second story ceiling is coated with a thermal insulation with a white vinyl backing and the second story floor is finished with wood and plastic composite flooring. The location and description of each Unit is more fully depicted on the plat.

4.1.2 All Units are supplied with electricity, water, and septic service. Each Unit is supplied with an expandable, app controlled ductless AC and Heat Unit, and two mini split Units will be pre-installed. Water will be a Common Expense unless the Association deems it necessary to install one or more individual water meters. Electricity is used for all powered components. ***Gas is not available in the complex.*** Monthly bills for each individual Unit’s use of electricity will be billed to the individual by an automated reading taken from a submeter that measures power consumption of each Unit. Any utilities not billed based on actual consumption, will be included in the monthly assessments which are billed to Owners by the Board of the Association according to the procedures set forth within the Bylaws, rules and regulations of the Association, and proportioned according to the percentage of ownership of Common Elements of each Owner, as set forth within Appendix “C” of this Declaration.

4.3 **Unit Boundaries.** As set forth in Paragraph 4.1, the Autominium™ Buildings are composed of Units consisting of an upper and lower level of a type generally described as a “studio”. A few Units will have an attached open patio area or balcony. Appendix “C” hereto is the table setting forth the number of each Unit, which may be in alphameric designation indicating location of the Unit, the approximate square footage in the Unit, and the percentage of undivided interest in the Common Elements pertaining to said Unit. The Units are more particularly described in the plat attached hereto as Appendix “B”. The boundaries are further described as follows:

4.3.1 **Lower Horizontal Boundary.** The top surface of the concrete slab foundation.

4.3.2 Upper Horizontal Boundary. The inside of the roof insulation surface immediately under the ceiling covering.

4.3.3 Vertical Perimeter Boundaries – Interior Walls. On interior boundary walls, the Unit's vertical boundaries are the finished surface of the drywall or similar surface, closed entry doors, garage door, and closed windows, if any.

4.3.4 What the Unit Includes. Each Unit includes the spaces and Improvements within the above-described vertical and horizontal boundaries. Each Unit also includes the following Improvements and equipment serving the Unit exclusively, whether located inside or outside the Unit, whether or not attached to or contiguous with the Unit: an entry door with fingerprint/keycode and app control, a garage door with windows and an app controlled opener, exterior windows, staircase and cable railing system for the staircase and the second floor, insulated demising walls, air conditioner and heat Unit (and any pad or supporting exterior structure to hold or support the AC/Heat Unit), power panel/fuse boxes, electrical switches, electrical wiring, network wiring, pipes, ducts, conduits, networking cable, fire sprinkler pipes and spray heads, a wall mounted fire extinguisher, electrical outlets, a garage door with app control and mounted wall control, utility sink and plumbed stubs for water and sewage, lighting fixtures and an exterior Unit sign indicating the Unit number. Each Unit will be wired for a three phase 100AMP panel, 208-volt and 110-volt electricity, and Spectrum internet service and Spectrum TV.

4.3.5 Owner Customization Upgrades Pre-Closing. The Declarant may make some optional upgrades available prior to closing. All optional upgrades must be paid for in advance so the Declarant may adjust the plans, acquire materials, and have the supplier complete the custom upgrade work prior to closing. Generally, these owner upgrades will not be available after a Unit is completed because they are items that require material changes to the Buildings.

4.3.6 Owner Customization Post-Closing. An Owner may customize their Unit by submitting plans and obtaining approval from: (1) the Board, and (2) Travis County as may be required.

(i) Customization work must be completed by approved Association suppliers.

(ii) All suppliers must be fully insured, bonded, and licensed.

(iii) Some alterations to plumbing, electrical, drainage, sewage, Unit interior wall erection or room Building, second floor flooring, attachment to any first floor or second floor or wall beam, joist or column may or may not be permitted depending on the circumstances.

(iv) No alteration, punctures, cutting, hole cutting or drilling should be completed without consulting the Association for a wall design diagram and measurements in order to avoid damaging mechanicals located within walls.

(v) Any Owner who desires to customize their Unit must have the Architect who designed the Complex either: (1) complete drawings for submittal for their customized design, OR (2) review and approve another architect's design.

(vi) Unit staircases may not be customized or altered without Board approval.

(vii) Unit sprinkler systems may not be altered, blocked, impeded, or covered up or rendered inoperable.

4.3.7 Restrictions on Items on Second Floor. The following items are not permitted on the second floor: Bathtubs, pool tables, hot tubs, portable swimming pools, forklifts, any equipment weighing in excess of 500lbs, warehouse racking systems, individual pieces of exercise equipment that exceed 200lbs, weight equipment including barbells, dumbbells and free-weight systems that exceed 45lb and individual pieces that may not be stacked or racked together, and safes that weigh more than 200lbs. Other than changes in lighting, nothing may be attached or hung from the ceiling beams, joists or supporting posts. Two (2) central mounting locations for ceiling fans are already provided to mount ceiling fans and should be used.

4.3.8 Restriction on Items on First Floor. The following items are not permitted on the first floor: Bathtubs, hot tubs, portable swimming pool except for when empty for storage.

4.3.9 Restriction on Items in Unit. The following items are not permitted anywhere in Units: Bathtubs, hot tubs, and any pole attached to the first floor and to the second floor or ceiling (e.g., fire poles and dancing poles). No hazardous materials, including gasoline, may be stored in the Unit. Electrical generators or any piece of equipment that emits gas fumes may not be operated in any Unit and should be located outside the Unit.

4.3.10 Exclusions. Except as specifically included above, each Unit excludes the spaces and Improvements lying outside of the vertical and horizontal boundaries. Each Unit also excludes any chute, pipe, flue, duct, wire, or conduit running through a Unit for the purposes of furnishing utility, security and similar services to other Buildings, Units, and Common Elements, or any combination.

4.3.11 Inconsistency with Plans. If this definition is inconsistent with the Plats and Plans, then this definition will control.

4.3.12 Representations of Size. The space contained within the Unit's vertical and horizontal boundaries is not related to the size of the Units' areas. Similarly, the Units are initially marketed on the basis of a limited number of representational floor plans, each of which is marked with a rounded and estimated size of interior space, taken from pre-construction architectural drawings. It is possible that the marketing sizes are not the same as the size of the space contained within the Unit's vertical and horizontal boundaries as they are built.

4.3.13 Subdivision, Consolidation or Conversion of Units. No Unit will be subdivided. Multiple Units may be combined by a single Owner who owns adjoining Units. Units

may not be converted to Common Elements, except as reserved by Declarant as a Development Right, or unless approved by the Board after a written request by the Owner. Any costs associated with consolidation and reallocation of Common Interests will be paid for by the Owner requesting the consolidation.

4.4 **Initial Designation of Limited Common Elements.** The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

4.4.1 **Shown on Plat.** Portions of the Common Elements may be allocated as Limited Common Elements on the Plat, attached hereto as Appendix B, by use of the "LCE" and the identifying number of the Unit to which the Limited Common Element is appurtenant, or by use of a comparable method of designation.

4.4.2 **Appurtenant Areas.** Only to the extent they are not part of the Unit, the front entrance and garage door, which are obviously intended for the sole and exclusive use of the Unit to which the area is appurtenance, is deemed a Limited Common Element, whether or not the area is so designated on Plats and Plans. If the boundaries of the entrance changes – with the Board's approval – the altered boundaries of the entrance are the boundaries of the Limited Common Elements.

4.4.3 **Parking at Unit.** Parking for Owners will be allowed immediately in front of that Owner's Unit and is deemed to be a Limited Common Element, whether or not the area is so designated on Plats and Plans, marked, or striped. However, use of this area for parking may be limited during special events or upon adoption of parking rules by the Board. Article 11 further addresses parking.

4.4.4 **Patios or Decks or Balcony.** A few Units are located in areas where a patio, deck, or balcony may be built. For those Units, the patio, deck, or balcony is intended for the sole and exclusive use of the Unit to which the area is appurtenance and is deemed a Limited Common Element, whether or not the area is so designated on Plats and Plans. This area will not count towards the total square footage used to calculate the allocation of interests. Patios, decks, or balconies must be approved by the Board, and it will be the Owner's responsibility to maintain the Improvements in a safe and attractive manner in accordance with this Declaration.

4.5 **Subsequent Allocation of Limited Common Elements.** A Common Element not allocated by this Declaration as a Limited Common Element may be allocated only pursuant to the provisions of this Article. Declarant reserves the right, under Appendix D of this Declaration, to create Limited Common Elements within the Property.

4.6 **Reallocation of Limited Common Elements.** A Limited Common Element may not be reallocated, except by amendment. An amendment of reallocation requires the approval of all Owners and Mortgagees of Units whose interest are to be allocated or reallocated. The parties executing the amendment will provide an executed copy of the amendment to the Association, which will record it, provided that the amendment complies with the provisions of the Declaration and the Act. The amendment must contain words of conveyance and must be recorded and indexed by the names of the parties and the name of the Regime or Property. The amendment will specify

to which Unit or Units the Limited Common Element is allocated. The parties executing the amendment are responsible for the preparation of the amendment and will reimburse the Association for its reasonable attorneys' fees in connection with review and recording of the amendment.

4.7 **Common Elements.** The Common Elements of the Property may include a Clubhouse, and amenities located therein or attached patio and balcony, vacuum station, air station, driveways, drive lanes, entrance, parking areas, grassy or park areas, electrical car charger, sports court or other amenities and spaces created by the Declarant or Association.

4.7.1 **Roof.** Roofs will be constructed of standing seam metal. Owners are not allowed to attach anything to or otherwise puncture roofs. Owners are not allowed on the roof of any Unit or Building.

4.7.2 **Building Foundations.** An Owner may not install a floor drain, trench, or pit. No Owner should do anything that will impair the integrity of the foundation of their Building. Lifts or other equipment which is anchored to the foundation may be installed so long as the Owner obtains prior written permission from the Association and lifts are installed per the manufacturer requirements or recommendations as long as the requirements or recommendations are not deemed to be detrimental to the integrity of the Building foundation.

4.7.3 **Exterior Walls and Lighting.** No awnings, porches, carports, or other similar items may be attached to the exterior of the Buildings. Exterior Lighting is provided for both security and general street lighting purposes. The lights are equipped with timers/photocells and should operate automatically. Some lighting may have color changing capabilities.

4.7.4 **Windows and Garage Doors.** All Units will be equipped with two windows and an automated garage door. Some Units may have separate windows installed as an owner optional upgrade prior to closing. Window tinting or attaching anything to any interior glass of a Unit must be approved by the Association as the windows are treated with thermal glass with a Low E soft coating and are easily damaged. Damage to the coating which can be seen from the outside of the Unit will be considered a nuisance. Even attaching scotch tape to a Low E coating may damage the glass. Damaged Low E coated glass will be repaired or replaced by the Association and billed to the Owner for payment as a damage assessment. Interior garage door and entry door maintenance is the responsibility of Owners. Garage doors and entry doors should be maintained free of dents or scratches. Cost of repair, replacement, and for maintenance of automatic garage door openers are the responsibility of Owners.

4.7.5 **Septic System.** The Property and Units are on a septic system. The septic system is for household-type use. Industrial and commercial use of the septic system is prohibited. The Association may issue an Individual Assessment against an Owner who is found to have acted or allowed an Occupant, family member, guest, or other invitee to act in a manner that causes damage to the septic system. The Septic system maintenance and controls Building is off limits and will only be used by personnel doing maintenance on the septic system, Complex Manager, Inspectors, or Emergency personnel.

#### **SEPTIC SYSTEM WARNING:**

**The septic system that has been installed in the complex is very large, complex, and expensive. Disposing of any vehicle oil, fuel, transmission fluid, windshield fluid, paint or any other fluid or chemicals down any interior or exterior drain or sewage pipe WILL damage the septic system.**

**Repairing a damaged septic system can result in a very costly special assessment shared by all Unit Owners. A hazardous disposal area with filters will be on the property to dispose of these items.**

4.7.6 Water System. The Property and Units are on a shared water system. The Association will provide water for the entire Regime and the cost will be part of the shared Common Expenses. The Declarant and Association reserve the right to install individual water meters for Units or Buildings where excess water usage is detected. Should individual meters be installed, the Association may bill for water usage as an Individual Assessment against Owners whose Units are individually metered or are located in a Building with a separate water meter.

4.7.7 Electric Service. Electric service will be power sub metered via sub metering software for each Unit and the Association will provide a monthly bill. Electricity for the Clubhouse, areas of common responsibility, and Common Elements will be paid for by the Association and will be included as part of the Common Expenses.

4.7.8 Solar Panels. The Property and Units may be on a shared solar panel system for the creation of electricity. The Declarant may make investments to alter the Building plans, structural plans, engineering plans and Building roofs to support solar panels. If Solar is installed in the complex, the Declarant reserves the right to collect money for excess electricity production for 15 years from the date the Declaration is recorded. The Declarant will bill power at an actual reduced rate versus conventional power rate to all Unit Owners if the Buildings are outfitted with Solar Panels. No Unit Owner may install their own solar panels or even a small portable solar panel anywhere within the complex.

4.7.9 Helipad. The Declarant during construction or the Association post-construction may construct a Helipad at the back of the complex near the septic field and retention pond.

4.8 Allocation of Interests. A table showing the identifying number, and allocated interests of each Unit is attached as Appendix C. The interests have been allocated in accordance with the formulars set out in this Article. The same formulas are to be used in reallocating interest if Units are added to the Property. The date on which any amendment creating additional Units is recorded in the county's real property records is the effective date for assigning allocated interests to those Units. The interests allocated to each Unit are calculated by the following formulas.

4.8.1 Common Element Interests. The share of undivided interest in the Common Elements allocated to each Unit is uniform for all Units. Each Unit's fractional share is weighted and may be calculated in one of two ways by:

(i) Dividing the total square footage of each Unit by the total square footage of all Units combined, OR

(ii) Dividing one by the total number of Units in the Property.

4.8.2 Common Expense Liabilities. The share of liability for Common Expenses allocated to each Unit is uniform for all Units. Each Unit's fractional share is based on its undivided interest in the Common Elements or calculated by dividing its total square footage by the total square footage of all Units in the Property.

4.8.3 Weighted Vote. The total number of votes equals the total number of Units in the Property. The one vote appurtenant to each Unit is uniform and is based on the percentage interest in the Common Elements appurtenant to each Unit as set out in Section 4.8.1 or equal to the vote appurtenant to every other Unit. Buildings 101, 201, 202, 301, and 701 will each have one vote regardless of size.

4.8.4 Unit 301. Declarant plans to own Unit 301 and has built out the Unit to include a self-contained one-bedroom living space. During build-out of the Condominium Regime, the Declarant anticipates using this Unit as living space and may determine that it is in the best interest of the Association to use the lower area of the Unit for storage of equipment belonging to the Association. At a future date, Declarant reserves the right to sell, gift, transfer, or otherwise convey this Unit to the Association to be maintained as a Common Element of the Association and anticipates that the self-contained one-bedroom living space may be used as a residential space for an onsite Complex Manager other employee of the Association. Such residential use of this Unit is expressly permitted even though Overnight Occupancy of Units is limited by this Declaration and would be considered a benefit of employment by the Association or Complex Club.

## **ARTICLE 5**

### **COVENANT FOR ASSESSMENTS**

5.1 Purpose of Assessments. The Association will use Assessments for the general purposes of preserving and enhancing the Regime, and for the benefit of Owners and Occupants, including but not limited to maintenance of real and personal property, operation, and maintenance of the Clubhouse and/or Common Elements, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

5.2 Personal Obligation. An Owner is obligated to pay Assessments levied by the Board against the Owner or Owner's Unit. Payments are made to the Association at its principal office or at any other place the Board directs or may be made through an automated payment process approved by the Board. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Elements or by abandonment of his

Unit. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Unit and land.

5.3 **Types of Assessments.** There are five (5) types of Assessments: Annual, Special, Individual, Deficiency Assessments, and Specialized Unit Assessments.

5.4 **Annual Assessments.** The initial annual assessment shall be \$4,248.00 per Unit except as provided in Section 5.8. Thereafter, the assessment shall be set by the Board as provided herein. The Board shall also establish whether the Annual Assessment shall be paid annually, quarterly, or monthly.

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

- (i) Maintenance, repair, and replacement, as necessary to keep all the General Common Elements in good repair at all times, including, without limitation, the Clubhouse, Common Elements, any Limited Common Elements for which the Association has maintenance responsibility hereunder, including, without limitation, yard and landscaping areas, and Improvements, equipment, signage, and property owned by the Association;
- (ii) Utilities billed to the Association;
- (iii) Services billed to the Association and serving all Units;
- (iv) Taxes on property owned by the Association and the Association's income taxes (if any);
- (v) Management, legal, accounting, auditing, and other professional fees for services provided to the Association;
- (vi) Costs of operating the Association, such as software, WIFI, internet, telephone, postage, television services, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association;
- (vii) Costs associated with events or activities hosted by the Association for the benefit of the Members;
- (viii) Insurance premiums and deductibles;
- (ix) Contributions to the reserve funds; and

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

**5.4.2 Annual Budget.** The Board will prepare and approve an estimated annual budget for the estimated expenses to be incurred by the Association pursuant to Section 5.4.1 above, for each fiscal year. The operating budget for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year. The budget will consider the estimated income and Common Expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to the Owner of each Unit, although failure to receive a budget or budget summary will not affect an Owner's liability for Assessments. A balance sheet and operating statement for the last fiscal year will also be distributed to the Owner of each Unit.

**5.4.3 Basis of Annual Assessments.** Annual Assessments will be based on the annual budget prepared in accordance with Section 5.4.2, minus estimated income from sources other than Annual Assessments. Each Unit will be liable for its allocated share of the annual budget. If the Board does not approve an annual budget or fails to determine new Annual Assessments for any year, or delays in doing so, Owners will continue to pay the Annual Assessment as last determined.

**5.4.4 Supplemental Increases.** If during the course of a year the Board determines that Annual Assessments are insufficient to cover the estimated Common Expenses for the remainder of the year, the Board may increase Annual Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency.

**5.5 Special Assessments.** In addition to Annual Assessments, the Board may levy one or more Special Assessments against all Units for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or reserve funds. Special Assessments do not require the approval of the Owners, except that Special Assessments for the following purposes must be approved by at least a majority of the votes in the Association:

5.5.1 Acquisition of real property;

5.5.2 Construction of additional Improvements within the Regime (excluding the repair or replacement of existing Improvements); and

5.5.3 Expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

**If you own a Unit, you are required to pay Assessments to the Association.**

5.6 **Individual Assessments.** In addition to Annual and Special Assessments, the Board may levy an Individual Assessment against an Owner and the Owner's Unit. Individual Assessments may include, but are not limited to:

- 5.6.1 Interest, late charges, and collection costs on delinquent Assessments;
- 5.6.2 Reimbursement for costs incurred in bringing an Owner or the Owner's Unit or Limited Common Elements into compliance with the Documents;
- 5.6.3 Fines for violations of the Governing Documents;
- 5.6.4 Transfer-related fees;
- 5.6.5 Resale certificate fees;
- 5.6.6 Fees for estoppel letters and project documents;
- 5.6.7 Insurance deductibles due to an Owner, the Owner's guests, invitees, or Occupants of the Owner's Unit's action or inaction;
- 5.6.8 Sub-metered utilities serving the Unit;
- 5.6.9 Reimbursement for any damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees, or Occupants of the Owner's Unit;
- 5.6.10 Common Expenses that benefit fewer than all of the Units, which may be assessed according to benefit received;
- 5.6.11 Fees or charges levied against the Association on a per-Unit basis; and
- 5.6.12 "Pass through" expenses for services to Units provided through the Association and which are equitably paid by each Unit according to benefit received.

5.7 **Deficiency Assessments.** The Board may levy a Deficiency Assessment against all Units for the purpose of defraying, in whole or in part, the cost of repair or restoration for General Common Elements if insurance proceeds or condemnation awards prove insufficient.

5.8 **Specialized Unit Assessment.** A Specialized Unit Assessment means the perpetual and recurring monthly assessment amount for Specialized Units within the Condominium Regime which includes Units 101, 201, 202, 301, and the entire 700 Building. These are the annual assessments for these Units.

5.8.1 Unit 101 will pay a Specialized Unit Assessment equal to 300 percent of the assessment for a 30-foot x 50-foot Unit (large Unit).

5.8.2 Unit 201 will pay a Specialized Unit Assessment equal to 200 percent of the assessment for a 30-foot x 50-foot Unit (large Unit).

5.8.3 Unit 202 will pay a Specialized Unit Assessment equal to not less than 150 percent of the assessment for a 30-foot x 50-foot Unit (large Unit) in the event the entire Building is developed into a standalone Building like Unit 101 and 201.

5.8.4 Unit 301 will be treated as a General Common Element and will be exempt from paying assessments so long as the Declarant owns the Unit and allows the Association to store equipment in the lower level or otherwise use the Unit for some other purpose. If the Declarant should decide to sell, gift, transfer, or otherwise gift the Unit to the Association, the Unit will be designated as General Common Element and will be permanently exempt from payment of assessments. If this Unit is transferred, sold or gifted to another third party, the Specialized Unit Assessment will be equal to 100 percent of a regular Unit assessment.

5.8.5 Unit 701-714 while owned by a single owner will pay a Specialized Unit Assessment equal to not less than 700 percent of the assessment for a 30-foot x 50-foot Unit (large Unit). If combined in any combination, this Unit pays 700 percent maintenance. However, if this Building is divided back into individual Units, the Units will revert to regular monthly maintenance.

5.8.6 Unit 2001 is a Septic system maintenance and controls Building for the Complex and will not pay a Specialized Unit Assessment as long as the Building serves the purpose of serving the septic system. The power and utilities for this Building and septic system will be paid for by the Association.

5.9 **Due Date.** Annual Assessments and Specialized Unit Assessments are due in prorated amounts on the first calendar day of each month or on such other date as the Board may designate in its sole and absolute discretion and are delinquent if not received by the Association on or before such date. Special, individual, and deficiency Assessments are due on the date stated in the notice of Assessment, or if no date is stated, within twenty (20) days after notice of the special, individual, deficiency, or specialized unit assessment is given.

5.10 **Control for Assessment Increases.** This section of the Declaration may not be amended without the approval of Owners representing at least seventy-five percent (75%) of the votes in the Association. In addition to other rights granted to Owners by this Declaration, Owners have the following powers and controls over the Association's budget. At least thirty (30) days prior to the effective date of a Special Assessment levied pursuant to Section 5.5 or increase in Annual Assessments levied pursuant to Section 5.4, the Board will notify the Owner of each Unit to which the Assessment will be levied: (i) the amount of, (ii) the budgetary basis for, and (iii) the effective date of the Special Assessment or increase in Annual Assessments. The Special Assessment or increase in Annual Assessments will automatically become effective unless at least seventy-five percent (75%) of the votes in the Association held by the Owners against which the Assessment will be levied disapprove the Special Assessment or increase in the Annual Assessments by petition or at a meeting of the Association. In such an event, the last budget approved by the Association will continue in effect until a revised budget is approved by the Board.

Notwithstanding the foregoing provision, in the event a prior year's budget is to be applied to the next fiscal year as a result of Owner disapproval as provided in this Section, the prior year's budget will be increased by the Board to discharge any actual expenses properly incurred by the Association and required to be paid by the Association in accordance with the Act.

5.10 **Reserve Funds.** The Association will establish, maintain, and accumulate reserves for operations, maintenance, and for capital replacement and repair. The Association will budget for reserves and may fund reserves out of Annual Assessments. The Association may obtain a reserve study to help determine anticipated reserve needs. These funds may be kept in the Working Capital Fund but should be accounted for separately from Working Capital Fund contributions.

5.10.1 **Operations Reserves.** The Association may maintain operations reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association.

5.10.2 **Replacement & Repair Reserves – Working Capital Fund.** The Association will maintain replacement and repair reserves at a level that anticipates the scheduled repair and replacement of major components of the General Common Elements.

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

5.12 **Transfer Related Fees.** A number of independent fees may be charged in relation to the transfer of title to a Unit, including but limited to fees for resale certificates, estoppel certificates, copies of the Governing Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind, and number for the local marketplace and the Act. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against Annual or Special Assessments. Transfer related fees do not apply to the following transfers unless a party to the transfer requests the corresponding documentation:

5.12.1 Foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien;

5.12.2 Transfer to, from, or by the Association; and

5.12.3 Voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer related fees charged by or paid to a managing agent must have the prior written approval of the Association,

are not subject to the Association's Assessment lien, and are not payable by the Association. This Section does not obligate the Board or the managing agent to levy transfer-related fees. In regard to repair requests as a result of a Unit inspection specifically for the purpose of a sale: the Board shall not be required to expedite normal capital improvements or Annual repairs in order to meet potential Unit buyers' requests of the seller Owner. If approved by the Board, the seller or Owner may personally fund any such repairs in order to expedite the sale of their Unit.

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

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

## **ARTICLE 6**

### **ASSESSMENT LIEN**

6.1 **Assessment Lien.** Each Owner, by accepting an interest in or title to a Unit whether or not it is so expressed in the instrument of conveyance, covenants, and agrees to pay Assessments to the Association. Each Assessment is a charge on the Unit and is secured by a continuing lien on the Unit. Each Owner, and each prospective Owner, is placed on notice that title may be subject to a continuing lien for Assessments attributable to a period prior to the date the Unit was purchased.

6.2 **Superiority of Assessment Lien.** The Assessment lien is superior to all other liens and encumbrances on a Unit, except for: (i) real property taxes and assessments levied by governmental and taxing authorities; and (ii) a purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent Assessment became due. The Assessment lien is superior to a lien for construction of Improvements to the Unit or an assignment of the right to insurance proceeds on the Unit, regardless of when recorded or perfected.

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

the date of the sale, and for the Owner's pro rata share of the pre-foreclosure deficiency as a Common Expense.

6.4 **Notice and Release of Notice.** To evidence the Assessment lien, the Board may, but is not required to, cause a written notice of the lien to be recorded in the county's real property records. After the debt for which the notice was recorded has been cured, the Association may record a release of the notice or a "notice of payment" that any delinquent obligation has been paid or satisfied. The Association may require reimbursement of its costs of preparing and recording the notices before granting the release or notice of payment.

6.5 **Power of Sale.** By accepting an interest in or title to a Unit, each Owner grants to the Association a private power of nonjudicial sale in connection with the Association's Assessment lien. The Board may appoint, from time to time, an Officer, agent, trustee, substitute trustee, or attorney to exercise the power of sale on behalf of the Association. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board meeting.

6.6 **Foreclosure of Lien.** The Assessment lien may be enforced by judicial or nonjudicial foreclosure. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by law. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorney's fees. The Association has the power to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

## **ARTICLE 7**

### **EFFECT OF NONPAYMENT OF ASSESSMENTS**

An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect past due Assessments, as the Board in its sole discretion deems appropriate to the Association's manager, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association may have pursuant to the Documents or applicable law.

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

7.2 **Late Fees.** Delinquent Assessments are subject to reasonable late fees, at a rate to be determined by the Board from time to time. Late fees are an Individual Assessment.

7.3 **Collection Expenses.** The Owner of a Unit against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the association to collect the delinquent Assessments, including attorneys' fees, costs of court, and processing fees charged by the manager. Collection costs, including reasonable attorney's fees, are an Individual Assessment.

7.4 **Suspension of Use and Vote.** If an Owner's account has been delinquent for at least thirty (30) days, the Association may suspend the right of the Owner and the Occupants of the Owner's Unit to use Common Elements, including without limitation the Clubhouse and common services during the period of delinquency. Services include master-metered or sub-metered utilities serving the Unit. The Association may not suspend an Owner or Occupant's (i) right of access to the Unit, and (ii) the right to vote appurtenant to the Unit during the period of delinquency. Suspension of rights under this Section does not constitute a waiver or discharge of the Owner's obligation to pay Assessments.

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

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

7.7 **Application of Payments.** The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the Association's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Unit Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer.

## **ARTICLE 8**

### **MAINTENANCE AND REPAIR OBLIGATIONS**

8.1 **Overview.** Generally, the Association maintains the General Common Elements, and the Owner maintains their Unit and their Limited Common Elements. If an Owner fails to maintain their Unit and/or Limited Common Elements, the Association may perform the work at the Owner's Expense. Notwithstanding the foregoing, as noted in Section 8.2, the Association may maintain certain of the Limited Common Elements landscaping and yard areas.

8.2 **Association Maintenance.** The Association's maintenance obligations will be discharged when and how the Board deems appropriate.

8.2.1 The Association maintains, repairs, and replaces, as a Common Expense, the portions of the Property listed below, regardless of whether the portions are Units or Common Elements.

(i) All General Common Elements, including but not limited to Clubhouse and amenities, vacuum station, air station, entrances, gates, roofing, septic system, water, wastewater, septic and septic field, drainage, complex electrical, electrical car charger, sports court, retention pond, exterior paint, driveways, drive aisles, roads, emergency roads, sidewalks, all landscaping/park areas, fire devices and equipment including alarm panels, riser rooms, FDC connections, horns and strobes, United States Postal mailboxes, if any, and parking;

(ii) All Limited Common Elements, including any assigned parking spaces, clubhouse patios, balcony or deck areas;

(iii) Any exterior light fixtures served by the Association's electrical meters;

(iv) Security cameras and security system;

(v) Any real and personal property owned by the Association, but which is not a Common Element, such as a Unit owned by the Association;

(vi) Any area, item, easement, or service, the maintenance of which is assigned to the Association by this Declaration or by the Plat and Plans; and

(vii) The Areas of Common Responsibility as set out in Section 8.3.

8.2.2 Maintenance includes preventative maintenance, repair as needed, and replacement as needed.

8.2.3 The Association is expected to maintain the above Elements in good order and repair at all times.

8.2.4 The Owner of such Limited Common Element areas shall allow access to such areas by the Association. The Owners shall otherwise cooperate with the Association in the exercise of its maintenance responsibilities.

8.3 **Areas of Common Responsibility.** The Association has the right, but not the duty, to designate Areas of Common Responsibility to be maintained, repaired, and replaced by the Association as a Common Expense. Additions, deletions, or changes in designation must be approved by Owners representing at least a majority of the votes in the Association; published and distributed to an Owner of each Units; and reflected in the Association's annual budget and reserve funds. Any designation applies to every Unit having the designated feature. Unless Owners representing a majority of the votes in the Association decide otherwise, the cost of maintaining the Areas of Common Responsibility will be added to the annual budget and assessed against all Units as a Regular Assessment. The Association will maintain at all times a dated list of the Areas of Common Responsibility for distribution to Owners and prospective purchasers. The Initial Designation of the Areas of Common Responsibility is attached hereto as Appendix E.

**BEFORE ACQUIRING AN OWNERSHIP INTEREST IN A UNIT,  
EACH PROSPECTIVE PURCHASER IS STRONGLY ENCOURAGED  
to contact the Association to obtain and review the most recent  
designation of Areas of Common Responsibility, which is subject to  
change from time to time.**

8.4 **Owner Responsibility.** Owner has the following responsibilities and obligations for the use, maintenance, repair, and replacement of their Unit:

8.4.1. **Unit Maintenance.** To maintain, repair, and replace their Unit, except any components designated as Areas of Common Responsibility. Maintenance includes preventative maintenance, repair, and replacement as needed, prevention of mold and mildew, as well as removal of mold so that it does not affect adjacent Units, and treatment for insects, rodents, and other vermin. Each Owner is expected to maintain their Unit and Limited Common elements in good order and repair at all times.

8.4.2 **Limited Common Elements.** To keep Limited Common Elements appurtenant to the Unit in a neat, clean, odorless, orderly, and attractive condition.

8.4.3 **Other Areas.** To maintain, repair, and replace all portions of the Property for which they are responsible under this Declaration or by agreement with the Association.

8.4.4 **Safety.** Owners will not do any work or fail to do any work or allow any condition, which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or hereditament thereto.

8.4.5 **Willful and Negligent Acts.** Owners are responsible for willful and negligent acts and those of Owner's, family, guests, agents, renters, lessee, employees, or contractors when those acts necessitate maintenance, repair, or replacement to the Common Elements, the Area of Common Responsibility, or the property of another Owner.

8.4.6 **Utilities.** Each Unit Owner is responsible for the cost of maintenance, repair and replacement of any utility installation or equipment serving only the Owner's Unit, without regard to whether the installation or equipment is located wholly or partially outside the designated boundaries of the Unit. For purposes of this subsection, utility installations and equipment include electricity, water, gas, water heaters, sinks, toilets, showers, dishwashers, clothes washers, dryers, heating and air conditioning equipment, internet and TV services, Unit security devices, Unit fire, and smoke detectors.

8.4.7 **Windows, Doors, Garages.** Each Owner is responsible for the cost of maintenance, repair, and replacement of the following items serving only the Owner's Unit: windows, doors, and garage door openers. Each Owner is expected to maintain these Elements in good order and repair at all times. Preventative maintenance will include lubricating moving parts,

hinges and chains as needed. The Association will be responsible for repair or replacement of the item and will bill the Unit Owner.

8.4.8 Owner's Right to Alter Interior of Unit. Each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of their Unit pursuant to Article 8. However, window treatments, decorations and other alterations, improvements, and decorative treatments that are visible from the exterior of any Unit are subject to the approval of the Board. No Owner may alter the exterior of any Unit in any manner, including without limitation changes to the overall architecture design, exterior color, or exterior materials, without the prior written approval of the Board, which approval may be granted or withheld by the Board in its sole and absolute direction.

8.4.9 Avoid Damage. An Owner may not do any work or fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, increase insurance premiums to the Property, reduce the value of the Property, adversely affect the appearance of the Property, or impair any easement relating to the Property.

8.4.10 Responsible for Damage. An Owner is responsible for their own willful or negligent acts and those of the Owner or the Occupant's family, guests, agents, employees, lessee, or contractors when those acts necessitate maintenance, repair, or replacement to the Common elements or the property of another Owner.

8.4.11 Fire Extinguisher, Fire Systems, and Alarms. The Declarant has provided each Unit with a wall mounted storage case that holds a 5lb fire extinguisher. Every storage case is in the same place in every Unit in the complex. Each Unit is required to continue to have a working, charged and current ABC rated 5lb. fire extinguisher inside the wall box on the wall at all times. In the event the extinguisher is discharged by an owner to fight a fire other than their own, the Association will pay for the replacement of the extinguisher. The fire extinguishers will be inspected annually during the annual fire inspection to ensure they are all charged and ready to go. If any fire extinguisher is noted on an inspection report to be out of working order, the Owner will have 10 days to replace the 5lb. fire extinguisher. There should be no tampering or disabling of fire systems, strobes, sounding devices, lighting devices, fire riser rooms, panels and FDC fire equipment.

8.4.12 Explosives and Flammable Items. No Unit shall be used for storage of any explosive or any flammable substances, except petroleum products (gasoline or diesel) which is located in fuel tanks of motor vehicles, recreational vehicles, or boats incidental to their use. No other petroleum products shall be allowed to be stored on the premises except as can be contained in an approved container, not to exceed 25 gallons per Unit. No explosive devices including fireworks or storage of munitions that are not loaded in a weapon may be stored within any Unit.

8.4.13 Batteries for vehicles. The fire department inspector has advised they strongly recommend disconnecting batteries for cars that are stored. Race cars or other off-road vehicles that have kill switches or battery disconnects should place them in the kill or off position when they are stored. Owners of vehicles with lithium batteries including electric vehicles should

consider installing battery disconnect systems on these vehicles and put them in the off or disconnected position.

8.4.14 Emergency Vehicles and Personnel. Emergency vehicles and/or personnel shall have the right to access all Common Elements herein described when on the premises in response to any emergency or in the abatement of a public nuisance. Individuals within the complex should do everything possible to assist emergency personnel onsite.

8.4.15 Emergency Fire Code for Unit. An emergency code will be stored with the fire department. A Unit will only be accessed by emergency personnel using this code during emergencies or if Unit access is needed and the Owner is not available within a reasonable time frame given the need to access the Unit. If a Unit is accessed without notification of the Owner, the Association will keep a record of date and time and purpose of accessing the Unit and provide this information to the Unit if requested.

8.4.16 Pest Control. Owners will be responsible for pest control within their own Units. The complex will conduct pest control in Common Elements as needed. If the Board determines a pest problem likely exists from a particular Unit, the Association may enter the Unit to inspect per this Declaration and if a pest problem is detected the Board may contract with a pest control company to correct the pest problem and will bill the Owner for the pest control.

8.4.17 Smoke Detectors Required and Recommended. An Owner is required to install separate smoke detectors in any sleeping area and in any kitchenette or kitchen area. A smoke detector is strongly recommended in any other closed off area that is created or customized within the Unit.

8.4.18 Carbon Monoxide Detectors. The complex is entirely for vehicle storage and leisure. As such, it is strongly recommended that every Unit owner installs carbon monoxide detectors throughout their Unit to provide adequate detection.

8.5 Owner's Default in Maintenance. If the Board determines that an Owner has failed to properly discharge the Owner's obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at the Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at the Owner's expense, which is an Individual Assessment against the Owner and the Owner's Unit. In case of an emergency, however, the Association's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being at the Owner's expense.

8.6 Association's Right to Enter Owner's Unit. The Association may enter a Unit, after giving notice to the Owner and Occupant of the Unit as outlined in Section 3.6 above.

8.7 Warranty Claims. If the Owner is the beneficiary of a warranty against major structural defects of the Common Elements, the Owner irrevocably appoints the Association,

acting through the Board, as the Owner's attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to Common Elements.

## **ARTICLE 9**

### **ARCHITECTURAL COVENANTS AND CONTROL**

9.1 **Purpose.** Because the Units are part of a unified community, the Association has the right and responsibility to regulate the exterior design, use, and appearance of the Units and Common Elements in order to preserve and enhance the Property's value, architectural harmony, and common scheme of development.

9.2 **Initial Finish Out.** All initial finish out for interiors of a Unit will be handled by the Declarant or Declarant's designee. The Declarant has negotiated relationships with a number of preferred suppliers and vendors for the Property. The Association will keep a list of preferred approved suppliers and vendors, their trade or business, and contact information. Contractors working at the Property should be licensed, insured, and bonded for the type of work they are providing. The Board may add to the list of preferred approved suppliers and vendors upon recommendation of a Unit Owner who submits the name of the supplier or vendor, their trade or business, and contact information.

9.3 **Prohibition of Alteration or Improvement.** An Owner or any entity or person may not make any addition, alteration, or improvement to the Property, or do anything that affects the appearance, use, or structural integrity of the Property, without the prior written consent of the Association or as allowed by law. *Prohibited* acts include, but are not limited to the following:

9.3.1 Exterior installation of an exterior antenna, microwave or satellite dish, receiving or transmitting tower, ornamental iron or burglar bars, flag pole, clothesline, wiring, insulation, additional air conditioning or fans, water softening equipment, herrings, fences, signs other than for sale signs permitted in this declaration, awnings, ornamental screens or sunshades, flags or banners, any storm window or door, exterior window or door screens, exterior lighting, storage sheds, free standing mailbox, trash can enclosure, skylight, outdoor kitchen, bar or permanent or semi-permanent BBQ grill, or any form of attachment (screwing, bolting, taping) to any exterior Building facing holiday decorations or any other object;

9.3.2 No temporary Buildings or structure of any kind shall be erected or used at any time on the Property. This includes no camping tents in the complex Common Elements.

9.3.3 Installation of equipment that may create a noise annoyance, such as noise-producing security devices and exterior pumps;

9.3.4 Installation of walls or screens;

9.3.5 Installation of anything that penetrates the foundation of the Buildings except lifts that are approved by the Board;

9.3.6 Installation of any item that penetrates an exterior wall (any of your 4 walls) or roof for any reason; and

9.3.7 Installation of impermeable decking or other improvements that may interfere with established drainage patterns.

9.4 **Request Board Approval.** Because the Units are part of a property with a common scheme of development and there is shared ownership of parts of the Property, alterations must be approved by the Board before work or installation begins.

9.5 **Variance.** The use of the Property is subject to the restrictions contained in this Article and is subject to Rules and Regulations adopted pursuant to this Article. The Board may grant a variance or waiver of a restriction or Rule on a case-by-case basis and may limit or condition its grant. To be effective a variance must be in writing, signed by the Association and Owner, and filed in the public records of Travis County, Texas. The grant of a variance does not affect a waiver or estoppel of the Association's right to deny the same or a similar variance in other circumstances.

## **ARTICLE 10**

### **LIMITATIONS ON OCCUPANCY AND LEASING**

10.1 **Occupancy.** The Units and the Property are not permitted nor intended to be used for long-term, permanent residential purposes. No Unit may be used as a full-time residential Unit. Occupancy load is limited to 10 individuals per Unit. Further, Occupancy is divided into two categories: (i) "Overnight Occupancy" and (ii) "Daytime Occupancy."

10.1.1 **Lower Level/First Floor.** The lower level or first floor of the Units are intended to be used for leisure and garages for the display, storage, maintenance, and repair of vehicles, motorcycles, trailers, boats, and other recreational vehicles.

10.1.2 **Upper Level/Second Floor.** The upper level of the Units may be finished out like an Owner desires with some restrictions, but are intended to be used as leisure, lounging, or meeting spaces.

10.1.3 **Duration of Owner Occupancy.** Overnight Occupancy of Units by an Owner, their family, guests, and invitees, is limited to no more than four (4) days at a time or an aggregate of no more than sixteen (16) days out of a thirty (30) day period. The Board may grant variances to this Occupancy restriction, but the vote must be unanimous. The Board is encouraged to approve Owner occupied stays in excess of these limits. These limited variances are not subject to the normal recording requirements of Article 9.5, but a written record of the request and unanimous vote shall be recorded in the minutes of the meeting during which the request was considered.

10.2 **Subject to the Governing Documents.** All leasehold tenants are subject to the Declaration and other Governing Documents which apply to the Property.

10.3 **Required Lease Form.** The Association may but is not required to adopt a rule requiring that a specific lease form be used for all leases of Units. An Owner is required to provide the Association with copies of any and all leases of their Unit and copies of same shall be kept as part of the Association's Books and Records.

10.4 **Limitations on Leasing.** In addition to the prior section's limitation on leasing the following apply:

10.4.1 No Unit may be rented for transient purposes or for a period less than thirty (30) days;

10.4.2 A Unit may be subdivided for rental purposes but may only have one sublease effective at any given time. However, an Owner may seek approval from the Board for additional subleases. If there is a sublease, the Association may adopt a fee on the Rate Schedule to account for the increase in use of Complex amenities and services;

10.4.3 No Unit may be leased to anyone that plans to reside in the Unit temporarily, semi-permanently, or permanently;

10.4.4 All leases must be in writing and must be made subject to the Governing Documents. The Association may adopt a lease form that must be used for leases and sub-leases;

10.4.5 An Owner is responsible for providing their tenant with copies of the Governing Documents and notifying them of changes thereto; and

10.4.6 Each tenant is subject to and must comply with all provisions of the Governing Documents, Federal and State laws, and local ordinances.

10.5 **Eviction of Tenants.** Every lease agreement on a Unit, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

10.5.1 **Violation Constitutes Default.** Failure by tenant or their Occupants, patrons, or invitees to comply with the Governing Documents, Federal or State law, or local ordinances is deemed to be a default under the lease. When the Association notifies an Owner of their tenant's violation, the Owner will promptly obtain the tenant's compliance or exercise their rights as landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant, subject to the terms of this Section.

10.5.2 **Association as Attorney-in-Fact.** Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Governing Documents by the Association, each Owner appoints the Association as their attorney-in-fact, with full authority to

act on their behalf in all respects, solely for the purpose of enforcing the Governing Documents against their tenants, including by not limited to the authority to institute forcible detainer proceedings against their tenant on their behalf provided the Association gives the Owner at least ten (10) days' notice, by certified mail, of its intent to so enforce the Governing Documents.

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

10.6 Short-Term Rentals (STR). Short-Term Rental (STR) is renting your Unit for any fee, compensation, or exchange of any service to someone else to stay in your Unit whether you are present or not present for a period of time that is less than 30 days. STR is different than long term leasing and poses some concerns for the Association and other Owners due to its nature and the increased number of people accessing the Complex. The Association has the authority to adopt rules and regulations governing short-term rentals subject to the following general principals.

10.6.1 Purpose of Allowing STR. STR is authorized for the express purpose of allowing Owners to supplement income from conducting short-term rentals of their Unit, but without compromising the overarching responsibility of maintaining the harmony of a private Owner Complex which may be done through the adoption of rules and regulations governing STR.

10.6.2 STR Fees. The Association shall impose an amenity fee on a per person, per booking, or per night basis for STRs. This fee shall be paid to the Association maintenance account.

10.6.3 Minimum and Maximum Length of Stay for Short Term Rentals. Any single booking for a STR has a minimum of one night and maximum of four consecutive nights. An Owner may not exceed an aggregate of sixteen STR rental days within a 30-day period. These limited variances are not subject to the normal recording requirements of Article 9.5, but a written record of the request and unanimous vote shall be recorded in the minutes of the meeting during which the request was considered.

10.6.4 Platforms for STR. Unit(s) must be rented through AirBnB or VRBO and must meet and comply with all the requirements of those entities to list a Unit for a short-term rental. The Association may authorize the use of additional platforms by including those in any rules and regulations adopted which govern STRs.

10.6.5 Requirement to Notify. For any STR rental, the Owner must: (i) register the rental as an expected appointment on the expected guest calendar (EGC) so the Clubhouse employee is expecting your guest(s), and (ii) notify the Clubhouse employee and the Association in writing of the following information:

(i) The name and phone contact information (phone numbers) of any and all individuals that will be within the complex and within the Unit;

(ii) Vehicle make(s), model and license plate information; and

(iii) Expected arrival date, time, and length of stay.

10.7 **Short-Term Rental Versus Guests.** When you have a family member, friend or your own guest staying at your Unit without your presence and with no fee, form of compensation or exchange of service involved, that is not considered a STR, they are considered a guest. The complex rules, regulations, procedures, and maximum length of stay restrictions are in effect whether it is a guest using your Unit or a STR.

## **ARTICLE 11**

### **USE RESTRICTIONS AND RULES**

11.1 **Purpose.** The Regime is comprised of garage or Autominium™ Units and Common Elements. It is envisioned that the Units will be owned by like-minded automotive and recreational vehicle enthusiasts. This is not a residential development. However, transient use of Units will be allowed for temporary residential purposes as provided herein.

11.1.1 **Allowed Uses.** The Units may be used for the storage, display, maintenance, and repair of personal property such as cars, race cars, street rods, karts, motorcycles, boats, trailers, and other recreational vehicles.

11.1.2 **Prohibited Uses.** The following uses of Units and the Property are expressly prohibited:

- (i) Full-time residential use;
- (ii) Film studio of any kind, including pornography studio, production studio, dance studio, and/or music studio;
- (iii) Restaurant, sandwich shop, or any place that manufactures, prepares, stores, and/or sells food;
- (iv) Bar or alcoholic beverage manufacturer, warehouse, or service that collects any form of payment for alcoholic beverages of any type;
- (v) Food truck storage or operation;
- (vi) Dynamometer, including permanent or portable Units;
- (vii) Turbine or "jet" propelled cars;
- (viii) Car wash and/or car detailing;
- (ix) Paint protection film business;
- (x) Retail storefront of any kind;
- (xi) Childcare and/or babysitting services;
- (xii) Pet sitting, grooming, veterinarian service, boarding, and/or pet resort;
- (xiii) Auto body shop;
- (xiv) Auto painting business;

- (xv) Any motorized vehicle repair shop, including but not limited to repaint or maintenance of automotive, race car, motorcycle, boat, kart, off road vehicles, or recreational vehicles;
- (xvi) Any other commercial painting business;
- (xvii) Any chemical-based business that could cause harm directly or indirectly to other Units, Owners, Common Elements, Buildings, or other personal or real property;
- (xviii) Any business that charges admission to consume or use the service;
- (xix) Car lot or vehicle resale business;
- (xx) Warehouse business that stores any type of goods for sale, delivery or distribution;
- (xxi) Printer or printshop;
- (xxii) Kids bouncy house, playground, or other child play service;
- (xxiii) Marijuana grow-house;
- (xxiv) Any manufacturing or product manufacturing; and
- (xxv) Any industrial equipment, industrial services, or any manufacturing business or purpose.

The Declarant anticipates that technological or cultural changes may have an impact on what should be included on the list of Prohibited Uses. Therefore, the list of Prohibited Uses may be amended to ADD a Prohibited Use by a unanimous vote of the Board and which otherwise complies with Article 18 in order to be effective. An amendment in accordance with this section will not void a newly prohibited use which was in effect on the date of Board's vote and that use is considered "grandfathered" and allowed.

11.1.3 Limited Uses. The Association may choose to allow a prohibited use on a portion of the Property under certain circumstances such as during Association sponsored events which may include open house events, car shows, car events, car clubs, sporting events, product demonstrations, and other activities or events.

11.1.4 Certain Units Excepted. The Declarant anticipates that the following areas of the Property and Units are expressly granted permission to engage in prohibited uses of the Property as listed herein:

(i) Club House/Common Elements – The Association may invite food trucks and bar or alcoholic beverage service providers to operate at the Property for special events. The Association may further invite businesses whose business activity is normally a prohibited use to the Property for special events to further the purpose of the Regime and Association;

(ii) Unit 101 – This Unit is permitted to offer an automated parking and autonomous parking and charging system within a multi-story Building. This Unit will have a rooftop observation deck with a bar area, partially covered and with a vehicle and/or equipment lift to the rooftop area. This rooftop area Owners may be permitted to use or lease for events. Discounts for Unit owners will be offered to rent the entire event space. This Unit may also have a lounge area or showroom area for their customers on the downstairs floor. This Unit will be permitted to serve the general public and customers that will have public access through gate 1 but will not be permitted access to Gate 2 nor the complex or Common Elements beyond the entrance

and driveway to the Complex. The Association may grant Unit 201 permission to charge a daily or per person Complex amenity fee payable to the AOA consistent with STR amenity fees that would allow for the use of the Complex Club and Common Elements. Unit 201 will also be permitted to install exterior signage including Complex name signage, Complex sponsor signage and Complex partner signage. Unit 201 owner will be granted an Owner Membership as well as one (1) additional Honorary Membership as part of an agreement to construct this Building within the Complex. The Owner or Owners of this Unit(s) agree to indemnify the Association from any liability associated with the operation of the business. If this Unit is subleased either partially or entirely to another party these specialized rights of use are not automatically passed on and must be affirmed by the Declarant or Association. The Owner or Owners of this Unit(s) agree to indemnify the Association from any liability associated with the operation of the business. The Declarant intends to enter a long-term (99 year) lease of the property this Building is constructed on that will both convey to the Association. This developer will be responsible for all construction and costs related to this Building as well as property taxes for this Building. The terms of the arrangement for this Building do NOT convey if the Building is sold to another party. If this Building or a portion of the Building is sold to a 3<sup>rd</sup> party the lease agreement will convert to a market rate lease. That rate will be determined by an independent commercial real estate broker that both parties agree to use.

(iii) Unit 201 – This Unit is allowed to operate a vehicle maintenance, repair shop, vehicle transport service, trailer or vehicle parking, retail store and may have a Dynamometer. Unit 101 is also permitted to accept public out of complex, unescorted customers as normal business through gate 1. Customers will not have access to gate 2 or the Complex or Common Elements beyond the entrance and driveway for any reason. The Owner of Unit 101 agrees to indemnify the Association from any liability associated with operation of said business and the use of the Dynamometer. The Owner further agrees that the Dynamometer may only be used Monday through Saturday during the hours of 9am-5pm unless otherwise approved by the Association. Unit 101 will also be permitted to have an outside sign for this business approved by the Board. The owner of Unit 101 will be an Owner member and will be granted three (3) additional Honorary Memberships that will have access to the complex and amenities as part of the agreement when the land was purchased for the complex to be constructed. The Owner of this Unit has been granted use of a detached parking area that is governed by a separate lease agreement. If this Unit is subleased either partially or entirely to another party these specialized rights of use are not automatically passed on and must be affirmed by the Declarant or Board. The Owner or Owners of this Unit(s) agree to indemnify the Association from any liability associated with the operation of the business.

(iv) Unit 202 – The Declarant owns Unit 202 and is undecided at the time of this Declaration regarding the purpose of the Building and has the sole authority to determine the use of this entire Building and any special provisions for this Building. Any Unit or Units in this Building will be required to pay a monthly assessment proportionate to other single Units in the complex and will be granted an Owner membership as well as Honorary Membership(s) in the Complex Club which are consistent with other single Units. This Building is listed on the site development plan as a future Building. The Declarant will be responsible for any construction costs for this Building. Until a Building is built, the land may be used by the Association as allowed by Declarant.

(v) Unit 301 – The Declarant owns Unit 301. This Building will be leased back to the Association and used as a maintenance Building and temporary construction office. The Declarant may determine the long term purpose of the entire Building and has the sole authority to determine the use of this entire Building and any special provisions for this Building. If this Building is converted to another purpose, any Unit or Units in this Building will be required to pay a monthly assessment proportionate to other single Units in the complex and will be granted an Owner membership as well as Honorary Membership(s) in the Complex Club which are consistent with other single Units.

(vi) Unit 701-714 – These Units may be owned by a single Owner and may be granted special permissions and exceptions as the Declarant determines are necessary, but they must be consistent with the other specialized Units in this Condominium Regime. Unit 701-714 Owner will be granted an Owner Membership as well as one (1) additional Honorary Membership as part of an agreement to combine these Units into a single Building within the complex.

(vii) Unit 907 – This Unit may be permitted to operate an auto detailing, PPF, and car wrap business. The Owner or Owners of this Unit agree(s) to indemnify the Association from any liability associated with the operation of the business. This Unit is allowed to have non-Unit owner customers by appointment only so long as they are logged on the Expected Guest Calendar (EGC). No general public, outside traffic will be allowed.

**11.2 Business and Commercial Use.** Business or commercial use of Units is not prohibited, but it is not automatically allowed. An Owner must obtain prior written approval from the Association in order to use a Unit for a specific business or commercial activity. Conditions may be placed on approval; however, approval should not be unreasonably withheld by the Association so long as the use or activity:

11.2.1 Conducts public, non-Unit owner business by appointment only by logging an entry in the Expected Guest Calendar (EGC). No public, “come and go” traffic can just show up to visit a commercial business within the complex. A customer of an Owner that shows up at the gate requesting access that is not already logged on the Expected Guest Calendar (EGC) will not be permitted access to the complex and will be advised to contact the owner to log them as a guest.

11.2.2 Does not significantly increase traffic (foot or vehicular) on the Property;

11.2.3 Does not significantly increase wear and tear on the Common Elements, including the water and septic systems;

11.2.4 There are no signs located outside the Unit OR anywhere on the Property advertising the business use or activity;

11.2.5 The business or commercial activity can be conducted entirely within the Unit;

11.2.6 The activity does not create excess noise, excess odors, chemical spray or overspray conditions, excessive water runoff, fumes, dust, vibration, or other potential nuisance that is detectable by unaided senses outside the Unit;

11.2.7 The activity can be conducted in compliance with the Governing Documents of the Property;

11.2.8 The activity is unique and does not create an excessive number of similar business or commercial activities on the Property; and

11.2.9 Customers of any business will not have access to any amenities and must be escorted by a Unit Owner while on the Property.

11.3 **Rules and Regulations.** The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules and Regulations, and penalties or fines for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. In addition to the Restrictions contained in this Article, each Unit is owned and occupied subject to the right of the Board to establish Rules and Regulations, and penalties for infractions thereof, governing:

11.3.1 Use of Common Elements.

11.3.2 The use of the private driveways within the Property, including speed limits and parking restrictions.

11.3.3 Hazardous, illegal, or annoying materials or activities on the Property.

11.3.4 The use of Property-wide services provided through the Association, including private security system or gates if any.

11.3.5 The consumption of utilities billed to the Association.

11.3.6 The use, maintenance, and appearance of exteriors of Units.

11.3.7 Landscaping and maintenance of the Property and grounds.

11.3.8 The occupancy and leasing of Units.

11.3.9 Animals.

11.3.10 Vehicles – including recreational vehicles and trailers.

11.3.11 Speed limits or traffic controls within the Regime.

11.3.12 Permanent outdoor grills and barbeque units, however grills that are temporarily wheeled outside a Unit at least 10 feet from a Building exterior are permitted. Grills should be returned to the interior of an Owner's Unit only when fully cooled, not warm to the touch and may not be left out overnight or stored against the Building exterior. For grills that use coals, the coals should be completely cooled or watered down prior to the grill being moved back into the garage. Units that have exterior balconies are not permitted to grill on the balcony at any time. For Units that have an outdoor patio area, the grill may be wheeled 10 feet from the Building or permanently installed if they are at least 8 feet from the Building and receive approval from the Association prior to installation. It is strongly recommended while grilling that the Owner has a fire extinguisher near the grilling equipment while the grill is in use and also when being left to cool.

11.3.13 Disposition of trash and fluids, including types and locations of containers.

11.3.14 Control of vermin, termites, and pests.

11.3.15 The use, maintenance, and appearance of windows, if any, and private entrances visible from the street or other Units.

11.3.16 Anything, including animals, that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of use and enjoyment of the Property for Owners and Occupants.

11.3.17 Association access to Units and Limited Common Elements for "compliance inspections" in order to assess if proper maintenance is being done.

11.3.18 Blackout dates for the Clubhouse which are due to scheduled events.

11.4 **Hazardous Activities.** No activities will be conducted on the Property and no Improvements will be constructed on the Property, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, the following activities are expressly prohibited:

11.4.1 **Firearms and Fireworks.** No firearms or fireworks may be discharged upon the Property unless approved by the Association for a planned event.

11.4.2 **Outdoor Grill and Barbeque Units.** No open fires may be lighted or permitted except outdoor grills or barbecue units while attended and in use for cooking purposes.

11.4.3 **Fires and Fire Pits.** Open fires and fire pits are not permitted. However, the Clubhouse may have an outdoor electrical or gas decorative fire pit.

11.5 **Insurance Rates.** Nothing may be done or kept on the Property which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Elements, or the Improvements located thereon, without the prior written approval of the Board.

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

11.6.1 **Association as Agent of Owners.** To the extent that the Association or Owners owe a fiduciary duty to any mineral interests in the Property, the Owners appoint the Association as their agent.

11.6.2 **Fiduciary Duty to Mineral Interest.** This section is not intended to limit the Association's ability to take action to satisfy any fiduciary duty that may exist to any mineral interest or other fractional property interest.

11.7 **Nuisance, Quiet Hours, Noise, and Odors.** No nuisance shall be permitted to exist or to operate upon the Property so as to be offensive or detrimental to any other property in the vicinity thereof or to its Occupants. The Declarant or Board in their sole discretion shall have the right to determine the existence or definition of any nuisance.

11.7.1 **Nuisances.** No noxious, offensive, unlawful or immoral use shall be made of any Unit. No rubbish, debris, material, or containers of any kind shall be placed or permitted to accumulate upon or adjacent to the Unit or Common Elements.

11.7.2 **Complex Quiet Hours.** A reasonable expectation of quiet hours exists in the complex:

- (i) Weekdays: 12am-7am.
- (ii) Weekends, Holidays, and Association declared event weekdays or extended weekends: 1am-6am.

11.7.3 **Outside Speakers, etc.** No permanent devices may be installed on the outside of any Buildings by an Owner. Temporary use of an outside TV, radio, stereo, or Bluetooth speaker device is permitted as long as the sound is not intentionally directed at another Unit as a nuisance. Loud music, loud parties, or loud animals and annoying vibrations are considered to be a nuisance.

11.7.4 **Odors.** No odors shall be permitted in a Unit or to emanate from a Unit, so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other Property in the vicinity thereof or to its Occupants. Disagreeable or obnoxious odors are considered to be a nuisance.

11.8 **Garage Sales, Swap Meets, and Flea Markets.** No garage sales, flea markets, or swap meets shall be permitted without the prior written consent of the Association. The Association may plan an annual or bi-annual Complex wide garage sale that will be open to the outside public.

11.9 **Unlicensed / Non-License Plated Vehicles.** Unlicensed or un-license plated vehicles including recreational vehicles and golf carts are allowed on the Property. However, in order to operate vehicles on the Property, the driver must have a valid driver's license and follow state and county traffic laws and operating laws. Owner and guests and family assume all risks and liabilities for damages and injuries related to operating all vehicles within the Complex including bicycles, golf carts, scooters, children's ride along mini cars or toy cars. Children operating bicycles, scooters, any other riding toy, or toy vehicle should wear helmets.

11.10 **Trailer, RV, Motor Home, and Service Vehicle Parking.** Parking of any service vehicles owned or operated by an Owner shall be prohibited unless such vehicles are kept in the Unit. Storage of boats, car or race trailers, travel trailers, mobile homes, campers, and recreational vehicles outside of the Unit shall be prohibited. Temporary parking of these vehicles is permitted and unloading or loading a trailer is permitted in front of Units or in the drive lanes between Buildings. Temporary parking is defined as hours, not overnight or for multiple days.

11.11 **Outside Parking.** Car parking outside an Owner's Unit is allowed for up to 48 hours. If a car is parked outside the Unit, the Owner should park as close to the Unit as possible. Owners should avoid parking in front of other Units. No parking shall be permitted at any time on any drive lanes, fire lanes, in front of gates or on roadways within the Property.

11.12 **Animals-Household Pets.** Animals are limited to dogs. Dogs are allowed outdoors on the Property if they are leashed but they may not be tied up. No animal will be allowed to run at large and all animals must be kept within the Unit or the Unit's Limited Common Elements, which must remain clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Owners are required to immediately clean up dog waste. The Board may impose additional reasonable restrictions and limitations on permitted pets.

11.13 **Antennas and Satellite Dishes.** Exterior Building antenna or Satellite dishes are not recommended due to the design of the Buildings to protect Owner personal property and to prevent leaks. Except as expressly provided below, no exterior radio or television antenna or aerial or satellite dish, nor any solar energy system, shall be erected, maintained, or placed on a Unit without prior written approval of the Board.

11.13.1 **Dishes Over One Meter Prohibited.** A satellite dish antenna which is over one meter in diameter is prohibited within the Regime.

11.13.2 **Notification.** An Owner or Occupant who wishes to install a satellite dish must use a state regulated cable provider and licensed installer such as DirectTV, Dish Network, Grande Communications, Spectrum, or similar registered company. The installed equipment or dish must be one meter or less in diameter (a "Permitted Antenna") and the Owner must submit a written notice to the Board or its designee, which notice must include the Owner or Occupant's installation plans for the satellite dish, date of installation and assurance that the installation is in accordance with this document and will not damage Common Elements.

11.13.3 **One Dish Limitation.** Only one satellite dish per Unit is permitted. In the event an acceptable quality signal for video programming or wireless communications

cannot be received from one satellite dish, the Owner must provide written notification to the Board or its designee. Upon notification, the Owner will be permitted to install an additional antenna if a single satellite is not sufficient for the reception of an acceptable quality signal and the use of an additional antenna results in the reception of an acceptable quality signal.

11.13.4 Permitted Installation Locations. An Owner or Occupant must hire a professional installer to erect a satellite dish antenna (after written notification has been provided to the Board or its designee as provided herein) on the Common Element roof over their Unit and in a location not visible from the street or any other Unit.

The Board may, from time to time, modify, amend, or supplement the rules regarding installation and placement of a Permitted Antenna.

11.14 Signs. No sign of any kind shall be displayed to the public view on the exterior of any Unit or Common Element without the prior written approval of the Board, except for:

11.14.1 A temporary commercially purchased for sale sign along FM 812 with a phone number or website.

11.14.2 A single, commercial (not handmade) small for sale sign may be placed on the interior or exterior of any window facing a drive aisle as well as a small sign with a website or phone number.

11.14.3 Permits that may be required by legal proceedings; and

11.14.4 Permits that may be required by any governmental entity.

11.14.5 Signs as allowed by the Act or other State or Federal law.

11.15 Commercial Vehicles. Parking of commercial vehicles or equipment is prohibited; provided, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit. The Board will have the authority to promulgate additional rules regarding the parking of vehicles within paved parking areas of the Regime.

11.16 Mobile Homes, Travel Trailers, and Recreational Vehicles. No mobile homes, motor homes, travel trailers or recreational vehicles shall be parked on any of the paved parking areas of Common Elements so as to be visible from any Unit or from the Common Elements.

11.17 Basketball Goals; Permanent and Portable. No additional permanent or portable basketball goals may be constructed or placed on any Common Element or on or within any Unit so as to be visible from the exterior of any Building. The Board may designate a space for a basketball goal within the Complex.

11.18 Single-Family Residential Use Limited. The Units shall not be used as a permanent private single-family residence. Temporary overnight occupancy is allowed for periods

of up to four (4) nights in a row or for an aggregate of sixteen (16) nights during a thirty (30) day period. A day is counted starting from initial entry into the complex as the start of a twenty-four-hour period of time.

11.19 **Appearance.** The exterior and interior of a Unit must be maintained in a manner so as not to be unsightly, as determined by the Board, when viewed from the Common Elements or any other Unit.

11.20 **Garage Area/Lower Level/First Floor.** No ground floor, lower level, or entire garage area may be permanently enclosed.

11.21 **Trash/Junk Vehicles.** Trash disposal is the responsibility of each Owner. No trash container may be placed outside any Unit. No Owner shall keep a junk vehicle (non-operating vehicle) on the Property at any time unless it is located completely inside the Unit.

11.22 **Car Maintenance.** It is expected that Owners will conduct car or other vehicle maintenance within the Units. This work should not be done outside the Unit or on any Common Elements. Car maintenance fluids and filters should not be disposed of in trash cans or down any drains within the Regime.

11.22.1 Hazardous fluids WILL damage the septic system.

11.22.2 The fluids must be disposed of in areas designated for such disposal.

11.22.3 Any spills should be cleaned up promptly.

11.22.4 Cars should not be on a jack; jack stands or air jacks outside of garages or on Common Elements except in rare instances to replace a tire or to avoid damaging a vehicle. A piece of wood or other flat object should be placed under the jack stand to avoid damaging pavement.

11.23 **Drainage.** There shall be no interference with the established drainage patterns over any of the Property unless adequate provision is made for proper drainage and such provision is approved by the Board.

## **ARTICLE 12**

### **ASSOCIATION OPERATIONS**

12.1 **The Association.** The duties and powers of the Association are those set forth in the Governing Documents, together with the general and implied powers of a condominium association and a nonprofit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitations on the exercise of such powers as stated in the Documents. The Association comes into existence on issuance of its corporate charter. The Association will continue to exist at least

as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time. The Association has the right to enforce the Governing Documents pursuant to the terms found herein.

12.2 **Board.** Unless the Governing Documents expressly reserve a right, action, or decision to the Owners, or another party, the Board acts in all instances on behalf of the Association. The Board shall act in all instances on behalf of the Association, if in the good-faith judgment of the Board, the action is reasonable. Each Officer or member of the Board is liable as a fiduciary of the Unit Owners for the officer's or member's acts or omissions. Unless the context indicates otherwise, references in the Documents to the "Association" may be construed to mean "the Association acting through its Board of Directors."

12.3 **Membership.** Each Owner is a Member of the Association with ownership of a Unit being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Unit. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Unit is owned by more than one person or entity, each co-owner is a Member of the Association and may exercise the membership rights appurtenant to the Unit as they delegate among the co-owners. However, only two key codes will be issued per Unit. If additional key codes are required, an Owner may purchase a non-owner membership(s).

12.4 **Books and Records.** The Association will maintain copies of the Documents and the Association's books, records, and financial statements. The Association shall, as a Common Expense, annually obtain an independent audit of the records. Copies of the audit must be made available to the Owners. An audit required by this subsection shall be performed by a certified public accountant, and financial statements shall be according to Generally Accepted Accounting Procedures (GAAP). Books and records of the Association will be made available for inspection and copying pursuant to the requirements of the Act and the Texas Nonprofit Corporation Law. Upon the advice of an accountant, the Association may have a compilation or review performed instead of an audit every other year if an audit is too expensive.

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

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

12.6.1 Information. Within thirty (30) days after acquiring an interest in a Unit, or within thirty (30) days after the Owner has notice of a change in any information required by this Subsection the following information must be provided to the Association:

- (i) A copy of the recorded deed by which Owner has acquired title to the Unit;
- (ii) The Owner's address, phone number and driver's license number, if any;
- (iii) The name and phone number of any Occupant other than the Owner; and
- (iv) The name, address, and phone number of Owner's managing agent, if any.

12.6.2 Pay Assessments. Each Owner will pay Assessments properly levied by the Association against the Owner or such Owner's Unit.

12.6.3 Comply. Each Owner will comply with the Documents as amended from time to time.

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

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

## **ARTICLE 13**

### **ENFORCING THE DOCUMENTS**

13.1 Remedies. The remedies provided in this Article for breach of the Governing Document are cumulative and not exclusive. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity the provisions of the Declaration. This includes any foreclosure rights granted by the Act. Failure by the Association, or any Owner, to enforce any provision contained herein, shall in no event be deemed a waiver of the right to do so thereafter. In addition to other rights and remedies provided by the Documents and by law, the Association has the following right to enforce the Documents:

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

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

13.1.3 Suspension. The Association may suspend the right of Owners and Occupants to use Common Elements (except rights of ingress and egress), including the right to use the Clubhouse for any period during which the Owner or Occupant, or the Owner or Occupant's family, guests, employees, agent, or contractors violate the Documents. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Documents.

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

13.1.5 Lawsuit. Failure to comply with the Declaration will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association shall follow the notice and hearing requirements of Section 13.5.

13.2 Board Discretion. The Board may use its sole discretion in determining whether to pursue a violation of the Governing Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances:

13.2.1 The Association's position is not sufficiently strong to justify taking any or further action;

13.2.2 The provision being enforced is or may be construed as inconsistent with applicable law;

13.2.3 Although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

13.2.4 That enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

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

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

13.5 **Notice and Hearing.** Before levying a fine for violation of the Documents, or before levying an Individual Assessment for property damage, the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by the Act.

13.5.1 **Notice.** The Association's written notice must contain:

- (i) A description of the violation or property damage;
- (ii) The amount of the proposed fine or damage charge;
- (iii) A statement that not later than the 30<sup>th</sup> day after the date of the notice, the Owner may request a hearing before the Board to contest the fine or charge; and
- (iv) A stated date by which the Owner may cure the violation to avoid the fine unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months.

13.5.2 **Notice to Occupant.** The Association may also give a copy of the notice to the Occupant.

13.5.3 **Hearing.** Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person or may be represented by another person or written communication. The Board may adopt additional or alternative procedures and requirements for notices and hearing, provided they are consistent with the Act's requirements.

## **ARTICLE 14** **INSURANCE**

14.1 **General Provisions.** All insurance affecting the Property is governed by the provisions of this Article, with which the Board will make every reasonable effort to comply. The cost of insurance coverages and bonds maintained by the Association is an expense of the

Association. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. Each Owner irrevocably appoints the Association, acting through its Board, as their trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association. Additionally:

14.1.1 Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give at least ten (10) days prior written notice to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.

14.1.2 Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, which will be paid by the party who would be liable for the loss or repair in the absence of insurance. If a loss is due wholly or partly to an act or omission of an Owner or Occupant or their invitees, the Owner must reimburse the Association for the amount of the deductible that is attributable to the act or omission. The deductible on the Association's hazard insurance policy must not exceed the maximum limits permitted by Underwriting Lenders in the industry. The initial deductible requirements for hazard insurance policies will contain a maximum deductible in an amount that is the lesser of \$10,000 or one percent (1%) of the policy face amount. Funds to cover the deductible should be included in the Association's operating reserve account.

14.1.3 Full Replacement Cost. The Association's hazard insurance policy should cover one hundred percent (100%) of the insurable replacement cost of the insurable Improvements, or a replacement cost endorsement, together with an agreed amount endorsement in case of coinsurance.

14.1.4 Endorsements. The Association may obtain endorsements as recommended by the Association's attorney, insurance professionals, manager, or as otherwise determined appropriate by the Board for protecting the Property and Owners from loss.

14.2 Casualty/Hazard/Property Insurance. The Association shall obtain and maintain as a Common Expense fire and extended coverage insurance required to be maintained by the Association pursuant to Section 82.111 of the Act and, to the extent reasonably available fire, and extended coverage insurance for the Units (excluding alterations, additions, betterments, and improvements made by an Owner to his Unit and all personal property located therein).

14.3 General Liability Insurance. The Association will maintain a commercial general liability insurance policy over the Common Elements, expressly excluding the liability of each Owner and Occupant within his Unit, for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners.

14.4 **Directors and Officers Liability Insurance.** To the extent it is reasonably available, the Association will maintain directors' and officers' liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the Board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

14.5 **Fidelity Coverage.** The Association will maintain blanket fidelity coverage for any person who handles or is responsible for funds held or administered by the Association, whether or not the person is paid for their services. The policy should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including reserve funds, that will be in the Association's custody at any time the policy is in force; or (ii) an amount equal to twenty-five percent (25%) of the total Annual Assessments on all Units. A management agent that may handle Association funds should be covered by its own fidelity insurance policy with the same coverages.

14.6 **Mortgagee Required Policies.** Unless coverage is not available or has been waived in writing, the Association will maintain any insurance and bond required by an Underwriting Lender for condominium developments as long as an Underwriting Lender is a Mortgagee of an Owner.

14.7 **Owner's Responsibility for Insurance.** Each Owner shall obtain and maintain general liability insurance on their own Unit and on Limited Common Elements assigned to a Unit which are not insured by the Association.

14.7.1 Each Owner will provide the Association with proof or a certificate of insurance on request by the Association from time to time. If an Owner fails to maintain required insurance, or to provide the Association with proof of same when requested, the Association may obtain insurance on behalf of the Owner who will be obligated for the cost as an Individual Assessment.

14.7.2 The Association may establish additional minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by Owners if the insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association or other Owners.

14.7.3 Each Owner and Occupant is solely responsible for insuring his personal property, including furnishings, and stored items. Further, each Owner and Occupant is solely responsible for adequately insuring vehicles and other valuable property that may be located in the Unit or on the Property.

14.8 **Other Insurance Policies, Riders, and Bonds.** The Association may maintain any insurance policies, riders, and bonds deemed by the Board to be necessary or desirable for the benefit of the Association.

14.9 **Association Does Not Insure Personal Property.** The Association does not insure an Owner or Occupant's personal property, including alterations, betterments and improvements added to a Unit by an Owner or Occupant. Each Owner and Occupant is solely responsible for

insuring their personal property in their Unit and on the Property, including furnishings, vehicles, and stored items. The Association strongly recommends that each Owner and Occupant purchase and maintain insurance on his personal belongings.

## **ARTICLE 15**

### **RECONSTRUCTION OR REPAIR AFTER LOSS**

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

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

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

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

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

### **15.3 Costs and Plans.**

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

15.3.2 **Plans and Specifications.** Common Elements will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Units will be repaired

and restored substantially in accordance with original construction plans and specifications unless the Association insures betterments and improvements made by the Owners in which case the Units will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Alternate plans and specifications for repair and restoration of Common Elements or Units must be approved by the Owners representing at least sixty-seven percent (67%) of the weighted votes in the Association and by certain Mortgagees if so, required by the Mortgagee Protection Article of this Declaration.

#### **15.4 Owner's Duty to Repair.**

15.4.1 Uninsured Loss. Within sixty (60) days after the date of damage, the Owner will contract with a licensed, insured, bonded and approved Board supplier to begin repair or reconstruction of any portion of their Unit not covered by the Association's blanket insurance policy, subject to the right of the Association to supervise, approve, or disapprove repair or restoration work

15.4.2 Insured Loss. If the loss to a Unit is covered by the Association's insurance policy, the Owner will begin or facilitate repair or restoration of damage when funds are available to the Association, subject to the right of the Association to supervise, approve, or disapprove repair or restoration work.

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

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

### **ARTICLE 16**

#### **TERMINATION AND CONDEMNATION**

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

16.2 **Termination.** Termination of the terms of this Declaration and the condominium status of the Property will be governed by Section 82.068 of the Act, subject to the following provisions:

16.2.1 **Substantial Taking.** In the event of substantially total damage, destruction, or condemnation of the Property, an amendment to terminate must be approved by the Owners representing at least sixty-seven percent (67%) of the weighted votes in the Association and by certain Mortgagees pursuant to the Mortgagee Protection Article of this Declaration.

16.2.2 **Total Taking.** In the event of condemnation of the entire Property, an amendment to terminate may be executed by the Board without a vote of Owners or Mortgagees.

16.2.3 **Other Circumstances.** In all other circumstances, an amendment to terminate must be approved by Owners representing at least eighty percent (80%) of the weighted votes in the Association and by certain Mortgagees pursuant to the Mortgagee Protection Article of this Declaration.

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

## **ARTICLE 17**

### **MORTGAGEE PROTECTION**

17.1 **Introduction.** This Article is supplemental to, not a substitution for, any other provision of the Governing Documents. In case of conflict, this Article controls. Some sections of this Article apply to "Mortgagees," as defined in Article 1. Other sections apply to "Eligible Mortgagees," as defined below.

17.1.1 **Known Mortgagees.** An Owner who mortgages his Unit will notify the Association, giving the complete name and address of the mortgagee and the loan number. The Association's obligations to Mortgagees under the Governing Documents extend only to those Mortgagees known to the Association. All actions and approvals required by Mortgagees will be conclusively satisfied by the Mortgagees known to the Association, without regard to other holders of mortgages on Units. The Association may rely on the information provided by Owners and Mortgagees.

17.1.2 **Eligible Mortgagees.** "Eligible Mortgagee" means the holder, insurer, or guarantor of a first lien mortgage secured by a recorded deed of trust lien against a Unit who has submitted to the Association a written notice containing its name and address, the loan number,

and the identifying number and street address of the mortgaged Unit. A single notice per Unit will be valid so long as the Eligible Mortgagee holds a mortgage on the Unit. The Board will maintain this information. The Association will treat the notice as the Eligible Mortgagee's request to be notified of any proposed action requiring the approval of a specified percentage of eligible Mortgagees will be based on the number of Units subject to mortgages held by Eligible Mortgagees. For example, "fifty-one percent (51%) of Eligible Mortgagees" means Eligible Mortgagees of fifty-one percent (51%) of the Units that are subject to mortgages held by Eligible Mortgagees.

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

17.3 **Termination.** An action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association, and by at least fifty-one percent (51%) of Eligible Mortgagees. An action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by the same percentage of votes in the Association and at least sixty-seven percent (67%) of eligible Mortgagees.

17.4 **Implied Approval.** The approval of an Eligible Mortgagee is implied when the eligible Mortgagee fails to respond within thirty (30) days after receiving the Association's written request for approval of a proposed amendment, provided the association's request was delivered by certified or registered mail, return receipt requested or other method of notice allowed by law and adopted by the Board.

17.5 **Other Mortgagee Rights.**

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

17.5.2 **Financial Statements.** If a Mortgagee submits a written request, the Association will give the Mortgagee an unaudited statement for the preceding fiscal year within one hundred and twenty (120) days after the Association's fiscal year end. A Mortgagee may have an audited statement prepared at its own expense.

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

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

## **ARTICLE 18**

### **AMENDMENTS**

18.1 **Method of Amendment.** As permitted by the Act or this Declaration, certain amendments of this Declaration may be executed by Declarant alone. Except as otherwise provided in this Declaration and except as prohibited by the Act, the provisions of this Declaration may be amended by an instrument approved by Owners who own two-thirds (66%) or more of the undivided interest in the Common Elements which amendment shall be effective upon recording.

18.2 **Effective.** To be effective, an amendment must be in the form of a written instrument that:

18.2.1 References the name of the Property, the name of the Association, and the recording data of this Declaration and any prior amendments hereto;

18.2.2 Is signed and acknowledged by an Officer of the Association, certifying the requisite approval of Owners and, if required, Eligible Mortgagees; and

18.2.3 Is recorded in the Real Property Records of Travis County, Texas.

18.3 **Voting.** At any meeting of the Association, each Owner either in person or by proxy, shall be entitled to the same number of votes as the percentage of undivided interest of the Common Elements assigned to their Unit in Appendix C to this Declaration. If there is more than one Owner with respect to a particular Unit, any or all of such Owners may attend any meeting of the Association, but it shall be necessary for all such Owners present, in person or proxy, to act unanimously in order to cast the votes appertaining to their Unit.

18.4 **Declarant Provisions.** No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. Although Declarant certifies that, to Declarant's knowledge, Appendix D contains all the information required by the Act, Declarant nonetheless reserves the right to amend Appendix D, in whole or in part, to correct any technical errors or deficiencies. Because Appendix D of this Declaration is destined to become obsolete, beginning three (3) years after the date this Declaration is first recorded, the Board may restate, record, or publish this Declaration without Appendix D, provided the other appendixes are not re-lettered. The automatic expiration and subsequent deletion of Appendix D does not constitute an amendment of this Declaration. This section may not be amended without the Declarant's written, acknowledged consent.

## **ARTICLE 19**

### **DISPUTE RESOLUTION**

19.1 **Agreement to Encourage Resolution of Disputes Without Litigation.** The Association and its Officers, Directors, and committee members, all Persons subject to this Declaration (collectively, "**Bound Parties**"), agree that it is in the best interest of all concerned to

encourage the amicable resolution of disputes involving the Regime without the emotional and financial costs of litigation.

19.1.1 "Claim." As used in this Article, the term "**Claim**" shall refer to any claim, grievance, or dispute arising out of or relating to the interpretation, application, or enforcement of the Declaration, the Articles, Bylaws, and Rules and Regulations.

19.1.2 "Exempt Claim." The following shall not be considered a Claim unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 19.2:

(i) Any suit by the Association to collect Assessments or other amounts due from any Owner;

(ii) Any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of the Documents;

(iii) Any suit that does not include the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Documents;

(iv) Any suit in which any indispensable party is not a Bound Party; and

(v) Any suit as to which any applicable statute of limitations would expire within one hundred and eighty (180) days of giving the Notice required by Section 19.2.1, unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

19.2 **Dispute Resolution Procedures.** Each Bound Party agrees not to file suit in any court with respect to a Claim, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in this Article in a good faith effort to resolve such Claim.

19.2.1 Notice. The Bound Party asserting a Claim ("**Claimant**") against another Bound Party ("**Respondent**") shall give written notice to each Respondent and to the Board stating plainly and concisely:

(i) The nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) The legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises);

(iii) The Claimant's proposed resolution or remedy; and

(iv) The Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

19.2.2 Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If after a meeting with the Board a resolution cannot be achieved, then Claimant may request a special meeting of all Owners or their proxies. If fifty-one percent (51%) of the voting members of Owners agree with Claimant, then it is agreed that the Claim by Claimant to be valid. If the Claim, as voted on by the Owners, is deemed to be invalid, then this should settle the matter. However, if Claimant is still not satisfied and desires to pursue the matter further, then Claimant agrees to go through mediation, with all costs paid by Claimant, including, without limitation, attorneys' fees of Respondent and court costs.

19.2.3 Mediation. If the parties have not resolved the Claim through negotiation within one-hundred and twenty (120) days of the date of the notice described in Section 19.2.1 (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with a mediation or dispute resolution center or individual mediator on which the Parties mutually agree. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim. If the Parties do not settle the Claim within thirty (30) days submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated.

19.2.4 Settlement and Enforcement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and be signed by all parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees, and court costs.

19.3 Initiation of Litigation by Association. In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of the Members entitled to cast seventy-five percent (75%) of the votes in the Association, except that no such approval shall be required for actions or proceedings:

19.3.1 Initiated to enforce the provisions of the Governing Documents, including collection of Assessments, foreclosure of liens, or enforcement of restrictions;

19.3.2 Initiated to challenge *ad valorem* taxation or condemnation proceedings;

19.3.3 Initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

19.3.4 To defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

19.4 **Allocation of Costs.** Except as otherwise provided in this Article, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections herein, including its attorneys' fees. Parties will equally divide all expenses and fees charged by the mediator.

19.5 **General Provisions.** The release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim. A Party having an Exempt Claim may submit it to the procedures of this Article.

19.6 **Litigation Approval Required.** The Association may not initiate litigation against the Declarant, Association Officers or Directors, or the Managing Agent without the approval of Owners representing at least sixty-seven percent (67%) of the Units.

## **ARTICLE 20**

### **GENERAL PROVISIONS**

20.1 **Compliance.** The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Governing Documents and all applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

20.2 **Notices.** Any notices permitted or required to be delivered as provided herein may be delivered either personally, by mail, by fax, or by e-mail. The notice address may be changed from time to time by notice in writing to the Board. Notice to the Association/Board shall be addressed to:

Garaged of the Americas Autominium™ Owners Association, Inc.  
c/o Board of Directors  
13807 FM 812  
Del Valle, Texas 78617

20.3 **No Waiver.** The failure of the Board or its agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or the Bylaws, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future of such term, covenant, condition or restriction; but such term covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent or designee of the payment of any Assessment from an Owner with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and

no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

20.4 **Enforcement.** Each Owner shall strictly comply with the provisions of the Declaration, the Bylaws, Rules and Regulations, and decisions issued pursuant thereto. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board or its agent or designee on behalf of the Owners, or in an appropriate case, by an aggrieved Owner.

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

20.6 **Captions.** The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

20.7 **Interpretation.** Whenever used in the Governing Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural and the plural the singular where the same would be appropriate. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration.

20.8 **Duration.** Unless terminated or amended by the Owners as permitted herein, these provisions of this Declaration including all of the covenants, conditions, and restrictions hereof, shall run with the land until January 1, 2034, unless amended as herein provided. After January 1, 2034, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners as set forth in Article 16 of this Declaration.

20.9 **Law Controlling.** This Declaration, the Plat and the Bylaws shall be construed and controlled by and under the laws of the State of Texas. It is intended that the provisions of this Declaration comply with all applicable laws. City, County, State, or Federal law shall supersede or take precedence over any contradiction or legality of the provisions set forth herein.

20.10 **Appendixes.** The following appendixes are attached to this Declaration and are incorporated herein by reference:

- A – Legal Description of Subject Land
- B – Plats and Plans
- C – Schedule of Allocated Interests
- D – Declarant Representations & Reservations
- E – Initial Designation of Area of Common Responsibility

**ARTICLE 21**  
**GARAGES OF THE AMERICAS COMPLEX CLUB**  
**PRIVATE CLUB MEMBERSHIP**

21.1 **Complex Club Owner Membership.** The Act allows a Declaration to require Owners of Units in a condominium regime to maintain membership in a specified private club. Owner and Non-Unit Owner Membership is granted via payment of the initiation fee. In the case of honorary membership, membership is effective the following 1<sup>st</sup> day of the month after the Association has granted an honorary membership is only effective for the balance of the calendar year and must be re-affirmed annually.

21.2 **Membership Mandatory.** Membership in the Complex Club is mandatory for all Unit Owners and is in addition to membership in the Autominium™ Association.

21.2.1 **Club Amenities.** Owners understand and acknowledge that a portion of the Property may be utilized for the Club. This may include a clubhouse, car maintenance areas, and other lifestyle services (the “**Amenities**”).

21.2.2 **Non-Unit Owner Membership.** The Declarant reserves the right to permit Non-Unit Owners to join the Complex Club in by paying an initiation fee and an ongoing consistent monthly maintenance fee. However, the number of Non-Unit Owner Memberships offered will be limited, and the Non-Unit Owner memberships are non-transferable. Non-Unit Owners will have the same access to the Property and amenities as An Owner with the exception that Non-Unit Owners will not be permitted to reserve Club facilities or Common Elements without approval and payment of an amenity rental fee determined by a rate schedule the Association develops and publishes. Non-Unit Owner members must be reconfirmed annually by the Board to stay a standing member. Non-Unit Owner members that have damaged any property within the complex will require a 100% reconfirmation vote by the Board. Non-Unit Owner members are not part of the Association, nor do they have voting rights and cannot serve on the Board of Directors of the Association.

21.2.3 **Honorary Membership.** The Declarant reserves the right to grant honorary memberships in the Complex Club to individuals. Any honorary membership will grant the individual and one guest access to the Club and Common Elements of the Property. They will not have the right to reserve facilities unless such right is granted at the time of the vote, but if this right is granted they will be required to pay a Complex Club rental fee. Once Declarant is no longer in control of the Association if the Board desires to grant more honorary memberships, honorary memberships may be granted upon Board recommendation and with approval of sixty-seven percent (67%) of the Club members. Honorary members will not be required to pay an initiation fee and the Association has discretion to determine if there should be a monthly maintenance contribution fee charged on a case-by-case basis, but this must be determined when the honorary membership is granted. Honorary memberships are effective on the 1<sup>st</sup> of the following month and will be valid through the end of the calendar year. Honorary memberships must be re-affirmed every calendar year. Honorary members are not part of the Association and they do not have voting rights.

21.2.4 Reciprocal Memberships. The Declarant anticipates that it might be beneficial to recognize reciprocal memberships with other racing clubs such as Rafa Racing Club. This type of membership will allow Complex Club Members access to other racing clubs around the United States. The Declarant may construct a Rafa Racing Club feature or Rafa Racing Club Performance Center in Units 701-714 at their sole expense. Both of which are permitted to have outside traffic for subscribers to these facilities that are non-Owners within the Complex. Any non-Owner using these facilities may not access Complex Amenities including the Clubhouse without a reciprocal agreement in place with the Association.

21.3 Fees. There will be several types of fees associated with Membership in the Complex Club:

21.3.1 Initiation Fee. Each Owner upon becoming an Owner of a Unit will pay a one-time initiation fee. The initiation fee is not transferable and is not refundable. A new initiation fee is due upon initial sale as well as transfer (title or deed) or resale of a Unit or any time that ownership of a Unit changes. This transfer fee includes non-sale transfers including adding a name to a Unit as an owner or converting a Unit to a trust, partnership, or company. The Board at their sole discretion may waive a non-sale transfer fee 1 time per Owner within the first 180 days of Ownership.

21.3.2 Monthly Maintenance Fees. Monthly maintenance fees will be due from each Owner whether or not they use the Clubhouse, and any amenities offered within the complex. Monthly maintenance fees are estimated by the Board for the annual assessment needed to cover all complex planned and unplanned expenses. The planned monthly maintenance fee per Unit will be determined each calendar year for the following year. Unit monthly maintenance includes all services, and an Owner may not "opt out" of contributing the full monthly maintenance amount. This includes no opt out for services that that an Owner may not consume. An owner of multiple Units will pay the full amount of the monthly maintenance for each individual Unit. If a Unit has more than one Individual Owner or is owned by a legal entity, they must designate the names of the members for the purposes of operating the Complex Club amenities. Should there be more than two individuals or more than two designees from a legal entity, the Association may include a fee for extra memberships.

21.3.3 Non-Unit Owner Membership Fees. Non-Unit Owners will be responsible for the payment of initiation fees and monthly club fees. The Non-Unit Owner initiation fee shall be 150% of the Owner Initiation Fee. Monthly assessment fees will also be paid by Non-Unit Owner members and shall be a consistent for all Non-Unit Owner members. The initial monthly amount of a Non-Unit Owner membership fee shall be \$200 per month. Non-Unit membership shall entitle the member use of the Complex Club and all Common Elements and amenities within the complex with the exception that Owner Members have priority for reservations and services. Non-Unit Owner memberships are limited to individuals named persons, not entities, partnerships or businesses etc.

21.3.4 Rental and Service Fees. The Complex Club may adopt a schedule of fees for the rental of club facilities and amenities and for services provided by and through the Complex Club membership.

21.3.5 Standard Rate Schedule. The Association will create a rate schedule of fees. Owner members are not charged a fee to reserve amenity areas in the Complex Club that are less than 30% of the total area of the inside areas of the Complex Club. Reserving 30% or more of the Complex Club will constitute reserving the entire Complex Club for the purposes of a fee. Owner members will only be charged a fee when more than 30% of the Complex Club is reserved by an Owner Member for a private event. The Association shall not rent out the entire Clubhouse Club to anyone during scheduled events that are already planned for Owner Members and there shall be no "bumping" of Owner Member reservations. The Board or Complex Manager may at their discretion require a cleanup or cleaning fee after any reserved area of the Complex Club.

21.4 Renewal of Complex Club. The Complex Club will run for ten (10) years from the date of the recording of this Declaration. Thereafter, the Club may be renewed by filing an instrument in the official public records of Travis County, Texas which sets forth the renewal of the Complex Club as a private club, and which has been approved by sixty-seven percent (67%) of the Owners. The approval may be indicated by the signature of the owners on the instrument or by certification of the Secretary of the Association as to the approval.

21.5 Termination of Complex Club. Upon termination of the Complex Club, all assets of the Club will belong to the Association and the Association may take over management and operation of any club facilities and services as the Association deems in the best interest of the Property and the Owners.

Executed this 3rd day of November, 2025.

**Garages of the Americas Development, LLC**  
a Texas Limited Liability Company

BY: Timothy Joel Myers Jr.  
TIMOTHY JOEL MYERS, General Manager

**THIS SPACE WAS LEFT BLANK INTENTIONALLY**

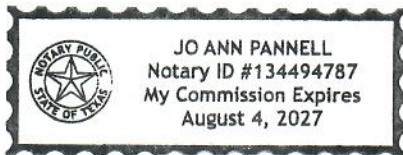
STATE OF TEXAS

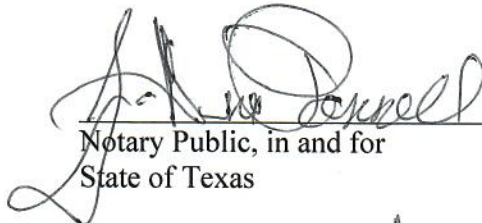
COUNTY OF

Travis

§  
§  
§

This instrument was acknowledged before me this 3rd day of November, 2025, by TIMOTHY JOEL MYERS, JR., Garages of the Americas Development, L.L.C., a Texas Limited Liability Company, on behalf of said partnership.



  
\_\_\_\_\_  
Notary Public, in and for  
State of Texas  
My commission expires: August 4, 2027

**PREPARED BY:**

Law Office of Amy M. McLin, P.C.  
1100 N.W. Loop 410, Suite 700, PMB #101  
San Antonio, Texas 78213

**AFTER RECORDING, RETURN TO:**

Garages of the Americas Development, LLC  
c/o Law Office of Amy M. McLin, P.C.  
1100 N.W. Loop 410, Suite 700, PMB #101  
San Antonio, Texas 78213

## **APPENDIX A**

### **LEGAL DESCRIPTION OF LAND**

**This space was left blank intentionally.  
Please see the next page.**

# **APPENDIX B**

## **PLAT**

**This space was left blank intentionally.  
Please see the next pages.**

# APPENDIX C

## SCHEDULE OF ALLOCATED INTERESTS

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (1312)	Percentage of overall complex
3	301	1	30x40	1312	100%	0.50%
Total				1312	100.00%	0.50%

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (10,213)	Percentage of overall complex
4	402	2	30x50	1584	15.51%	0.60%
4	404	2	30x50	1584	15.51%	0.60%
4	406	2	30x50	1584	15.51%	0.60%
4	408	2	30x50	1584	15.51%	0.60%
4	410	2	25x50	1334	13.06%	0.51%
4	412	2	25x50	1334	13.06%	0.51%
4	414	2	22.5x50	1209	11.84%	0.46%
Total				10213	100.00%	3.90%

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (12,271)	Percentage of overall complex
5	502	1	30x50	1596	13.01%	0.61%
5	504	1	30x50	1596	13.01%	0.61%
5	506	1	30x50	1596	13.01%	0.61%
5	508	1	30x50	1596	13.01%	0.61%
5	510	1	30x50	1596	13.01%	0.61%
5	512	1	25x50	1346	10.97%	0.51%
5	514	1	25x50	1346	10.97%	0.51%
5	516	1	30x50	1596	13.01%	0.61%
Total				12268	100.00%	4.69%

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (10,378)	Percentage of overall complex
6	602	1	32x50	1675	16.14%	0.64%
6	604	1	25x50	1325	12.77%	0.51%
6	606	1	25x50	1325	12.77%	0.51%
6	608	1	25x50	1325	12.77%	0.51%
6	610	1	30x50	1575	15.18%	0.60%
6	612	1	30x50	1575	15.18%	0.60%
6	614	1	30x50	1575	15.18%	0.60%
Total				10378	100.00%	3.96%

# APPENDIX C

## SCHEDULE OF ALLOCATED INTERESTS

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (20,026)	Percentage of overall complex
7	701	2	30x50	1573	7.76%	0.60%
7	702	2	30x50	1573	7.76%	0.60%
7	703	2	30x50	1573	7.76%	0.60%
7	704	2	30x50	1573	7.76%	0.60%
7	705	2	30x50	1573	7.76%	0.60%
7	706	2	30x50	1573	7.76%	0.60%
7	707	2	30x50	1573	7.76%	0.60%
7	708	2	30x50	1573	7.76%	0.60%
7	709	2	25x50	1323	6.53%	0.51%
7	710	2	25x50	1323	6.53%	0.51%
7	711	2	25x50	1323	6.53%	0.51%
7	712	2	25x50	1323	6.53%	0.51%
7	713	2	22.5x50	1198	5.91%	0.46%
7	714	2	22.5x50	1198	5.91%	0.46%
Total				20266	100.00%	7.74%

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (22,854)	Percentage of overall complex
8	801 (clubhouse common area)	1	47x102	4945	21.64%	1.89%
8	802	1	30x50	1575	6.89%	0.60%
8	803	1	30x50	1575	6.89%	0.60%
8	804	1	30x50	1575	6.89%	0.60%
8	805	1	30x50	1575	6.89%	0.60%
8	806	1	30x50	1575	6.89%	0.60%
8	807	1	30x50	1575	6.89%	0.60%
8	808	1	25x50	1325	5.80%	0.51%
8	809	1	25x50	1325	5.80%	0.51%
8	810	1	25x50	1325	5.80%	0.51%
8	811	1	25x50	1325	5.80%	0.51%
8	812	1	30x50	1575	6.89%	0.60%
8	813	1	30x50	1575	6.89%	0.60%
Total Under Roof			223.304x102.349	22845	100.00%	8.72%
Common Patio			14.5x102.349	1484	-	0.57%
Common Balcony			14.5x102.349	1484	-	0.57%
	Total with patio and balcony				25813	9.86%

# APPENDIX C

## SCHEDULE OF ALLOCATED INTERESTS

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (23,742)	Percentage of overall complex
9	901	1	30x50	1578	6.64%	0.60%
9	902	1	30x50	1578	6.64%	0.60%
9	903	1	30x50	1578	6.64%	0.60%
9	904	1	30x50	1578	6.64%	0.60%
9	905	1	25x50	1328	5.59%	0.51%
9	906	1	25x50	1328	5.59%	0.51%
9	907	1	25x50	1328	5.59%	0.51%
9	908	1	25x50	1328	5.59%	0.51%
9	909	1	25x50	1328	5.59%	0.51%
9	910	1	25x50	1328	5.59%	0.51%
9	911	1	30x50	1578	6.64%	0.60%
9	912	1	30x50	1578	6.64%	0.60%
9	913	1	30x50	1578	6.64%	0.60%
9	914	1	30x50	1578	6.64%	0.60%
9	915	1	30x50	1578	6.64%	0.60%
9	916	1	30x50	1578	6.64%	0.60%
Total				23742	100.00%	9.07%

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (18,054)	Percentage of overall complex
10	1001	3	30x50	1588	8.79%	0.61%
10	1002	3	30x50	1588	8.79%	0.61%
10	1003	3	30x50	1588	8.79%	0.61%
10	1004	3	30x50	1588	8.79%	0.61%
10	1005	3	30x50	1588	8.79%	0.61%
10	1006	3	30x50	1588	8.79%	0.61%
10	1007	3	30x50	1588	8.79%	0.61%
10	1008	3	30x50	1588	8.79%	0.61%
10	1009	3	25x50	1338	7.41%	0.51%
10	1010	3	25x50	1338	7.41%	0.51%
10	1011	3	25x50	1338	7.41%	0.51%
10	1012	3	25x50	1338	7.41%	0.51%
Total				18054	100.00%	6.90%

# APPENDIX C

## SCHEDULE OF ALLOCATED INTERESTS

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Percentage of SF in building (23,877)	Percentage of overall complex
11	1101	3	30x50	1556	6.66%	0.59%
11	1102	3	30x50	1556	6.66%	0.59%
11	1103	3	30x50	1556	6.66%	0.59%
11	1104	3	30x50	1556	6.66%	0.59%
11	1105	3	30x50	1556	6.66%	0.59%
11	1106	3	30x50	1556	6.66%	0.59%
11	1107	3	30x50	1556	6.66%	0.59%
11	1108	3	30x50	1556	6.66%	0.59%
11	1109	3	30x50	1556	6.66%	0.59%
11	1110	3	30x50	1556	6.66%	0.59%
11	1111	3	25x50	1306	5.59%	0.50%
11	1112	3	25x50	1306	5.59%	0.50%
11	1113	3	25x50	1306	5.59%	0.50%
11	1114	3	25x50	1306	5.59%	0.50%
11	1115	3	20x50	1056	4.52%	0.40%
11	1116**	3	20x50, 25x18.5	1518	6.50%	0.58%
**	Unit is 20x50 + 25x18.5 floor					
Total				23356	100.00%	8.92%

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (23,742)	Percentage of overall complex
12	1201	3	30x50	1578	6.64%	0.60%
12	1202	3	30x50	1578	6.64%	0.60%
12	1203	3	30x50	1578	6.64%	0.60%
12	1204	3	30x50	1578	6.64%	0.60%
12	1205	3	25x50	1328	5.59%	0.51%
12	1206	3	25x50	1328	5.59%	0.51%
12	1207	3	25x50	1328	5.59%	0.51%
12	1208	3	25x50	1328	5.59%	0.51%
12	1209	3	25x50	1328	5.59%	0.51%
12	1210	3	25x50	1328	5.59%	0.51%
12	1211	3	30x50	1578	6.64%	0.60%
12	1212	3	30x50	1578	6.64%	0.60%
12	1213	3	30x50	1578	6.64%	0.60%
12	1214	3	30x50	1578	6.64%	0.60%
12	1215	3	30x50	1578	6.64%	0.60%
12	1216	3	30x50	1578	6.64%	0.60%
Total				23742	100.00%	9.07%

# APPENDIX C

## SCHEDULE OF ALLOCATED INTERESTS

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (18,054)	Percentage of overall complex
13	1301	4	30x50	1588	8.79%	0.61%
13	1302	4	30x50	1588	8.79%	0.61%
13	1303	4	30x50	1588	8.79%	0.61%
13	1304	4	30x50	1588	8.79%	0.61%
13	1305	4	30x50	1588	8.79%	0.61%
13	1306	4	30x50	1588	8.79%	0.61%
13	1307	4	30x50	1588	8.79%	0.61%
13	1308	4	30x50	1588	8.79%	0.61%
13	1309	4	25x50	1338	7.41%	0.51%
13	1310	4	25x50	1338	7.41%	0.51%
13	1311	4	25x50	1338	7.41%	0.51%
13	1312	4	25x50	1338	7.41%	0.51%
Total				18054	100.00%	6.90%

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (24,328)	Percentage of overall complex
14	1401	4	30x50	1583	6.51%	0.60%
14	1402	4	30x50	1583	6.51%	0.60%
14	1403	4	30x50	1583	6.51%	0.60%
14	1404	4	30x50	1583	6.51%	0.60%
14	1405	4	30x50	1583	6.51%	0.60%
14	1406	4	30x50	1583	6.51%	0.60%
14	1407	4	30x50	1583	6.51%	0.60%
14	1408	4	30x50	1583	6.51%	0.60%
14	1409	4	30x50	1583	6.51%	0.60%
14	1410	4	30x50	1583	6.51%	0.60%
14	1411	4	25x50	1333	5.48%	0.51%
14	1412	4	25x50	1333	5.48%	0.51%
14	1413	4	25x50	1333	5.48%	0.51%
14	1414	4	25x50	1333	5.48%	0.51%
14	1415	4	30x50	1583	6.51%	0.60%
14	1416	4	30x50	1583	6.51%	0.60%
Total				24328	100.00%	9.29%

# APPENDIX C

## SCHEDULE OF ALLOCATED INTERESTS

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (23,320)	Percentage of overall complex
15	1501	4	30x50	1577	6.79%	0.60%
15	1502	4	30x50	1577	6.79%	0.60%
15	1503	4	30x50	1577	6.79%	0.60%
15	1504	4	30x50	1577	6.79%	0.60%
15	1505	4	25x50	1327	5.71%	0.51%
15	1506	4	25x50	1327	5.71%	0.51%
15	1507	4	25x50	1327	5.71%	0.51%
15	1508	4	25x50	1327	5.71%	0.51%
15	1509	4	25x50	1327	5.71%	0.51%
15	1510	4	25x50	1327	5.71%	0.51%
15	1511	4	30x50	1577	6.79%	0.60%
15	1512	4	30x50	1577	6.79%	0.60%
15	1513	4	30x50	1577	6.79%	0.60%
15	1514	4	30x50	1577	6.79%	0.60%
15	1515	4	25x50	1327	5.71%	0.51%
15	1516	4	25x50	1327	5.71%	0.51%
Total				23230	100.00%	8.87%

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (9,497.8)	Percentage of overall complex
1	101 (AP Building)	3	169x56.2	9498	100%	3.63%
Total				9498	100.00%	3.63%

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (8,000)	Percentage of overall complex
2	102 (future building)	Future	200x40	8000	100%	3.06%
Total				8000	100.00%	3.06%

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (9,000)	Percentage of overall complex
2	201 (Chris Taylor)	3	200x45	9000	100%	3.44%
Total					100.00%	3.44%

Building number on site plan	Unit Number	Phase	Unit floor size	Unit total allocation square feet	Floor Percentage of SF in building (576)	Percentage of overall complex
Septic Controls	2001	2	24x24	576	100%	0.22%
Total				576	100%	0.22%

TOTAL SQUARE FEET		261830		261830		100.00%
-------------------	--	--------	--	--------	--	---------

**APPENDIX D**  
to  
**CONDOMINIUM DECLARATION FOR  
GARAGES OF THE AMERICAS**

**DECLARANT REPRESENTATIONS & RESERVATIONS**

D.1 **Declarant's Representations.** Declarant makes the following representations regarding certain characteristics of the Property.

1. **Phasing.** Garages of the Americas Autominiums™ will initially be built in one phase that will contain 43 Units, plus the Clubhouse. The Declarant reserves the right, but not the obligation to add up to 109 Units in subsequent phases.
2. **Leasehold.** No part of the Property is a leasehold condominium, as defined by the Act.
3. **Inclusionary Zoning.** As of the date this Declaration is signed, the area in which the Property is located is not subject to inclusionary zoning restrictions.
4. **Flood Zone.** As of the date this Declaration is signed, the Property is not located in a flood zone.

D.2 **Development Period.** Development Period means the period beginning on the date this Declaration is recorded for as long as Declarant owns a Unit during which Declarant has certain rights as more particularly described in this Appendix D, including rights related to development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own any of the Property. Declarant may terminate the Development Period at an earlier date by recording a notice of termination in the Official Public Records of Travis, County, Texas.

D.3 **Statutory Development Rights.** Declarant reserves the following Development Rights:

1. **Addition of Property.** The right by amendment to add real property to the Property.
2. **Creation of Units, Common Elements, and Limited Common Elements.** The right by amendment to create Units, Common Elements, and Limited Common Elements within the Property.

3. Consolidation or Conversion of Units. The right by amendment to consolidate Units or convert Units into Common Elements.
4. Withdrawal of Property. The rights by amendment to withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved."

D.4 **Annexation of Additional Property.** Declarant reserves the right by not the obligation to annex additional property and subject it to the Declaration and the jurisdiction of the Association and the Garages of the Americas Complex Club in the exercise of Development Rights. Annexation is accomplished by recording an amendment to the Declaration in the Official Public Records of Travis County, Texas which has been executed by Declarant. The amendment of annexation must include a legal description of the Property, as expanded, and a revised schedule of allocated interests for all Units. Declarant's right to annex additional property is subject to the following limitations:

1. Maximum Units. Not more than 148 Units may be added to the Property.
2. Buildings. The structure type and quality of construction of Buildings and Improvements will be consistent with that of the Buildings and Improvements constructed in the phase initially made subject to this Declaration.
3. Same Use Restrictions. All Units and Common Elements created pursuant to Development Rights will be restricted to the same limits on residential occupancy and to the same manner and the same extent as the Units created under this Declaration.
4. Interests Granted by Annexation. Upon annexation, Owners of Units of the additional land will be granted undivided interests in the Property's total Common Elements. If not, the amendment of annexation must provide reciprocal easements for specified Common Elements in the various phases of the Property.

D.5 **Withdrawable Property.** Declarant may withdraw from the Property and from the effect of this Declaration any portion of the real property described in Appendix A and marked on the Plat and Plans as "Development Rights Reserved;" provided that no Unit in the portion to be withdrawn has been conveyed to an Owner other than Declarant.

D.6 **Additional Development Rights.** Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, for the duration of the Development Period:

1. Amendments. The right to amend the Governing Documents without consent of other Owners or any Mortgagee, for the purpose of meeting the requirements of an Underwriting Lender.

2. Developer Discretion Allowed. An Easement and right to erect, construct, and maintain on an in the Common Elements and Units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property.
3. Sale or Lease of Units Owned by Declarant. The right to sell or lease any Unit owned by Declarant.
4. Access to Units. The right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered, adjoining Units, or Common Elements. Requests for entry must be made in advance for a time reasonably convenient for the Owner who may not unreasonably withhold consent.
5. Model Units or Office. As easement and right to make structural changes and alterations to Common Elements and Units used by Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein. Declarant, at Declarant's sole expense, will restore altered Common Elements and Units to conform to the architectural standards of the Property. The restoration will be done within 30 days after termination of the Development Period.

D.7 **Development Rights and Special Declarant Rights.** Declarant has reserved certain development rights. Many of these rights expire upon expiration of the Development Period as defined below. The "**Development Period,**" as specifically defined in the Declaration, means the period beginning on the date this Declaration is recorded in the Official Public Records of Travis County, Texas, for as long as Declarant owns a Unit, unless such period is earlier terminated by Declarant recordation of a notice of termination in the Official Public Records of Travis County, Texas. Certain additional rights expire upon expiration of the Declarant Control Period. The Declarant Control Period expires on the earlier to occur of:

1. Within 120 days after 75% of all Units, including subsequent phases, which may be created by Declarant have been conveyed to Owners other than Declarant; or
2. When, in the sole opinion of Declarant, the Condominium Association to be established pursuant to the Declaration is viable, self-supporting, and operational.

D.8 **Summary of Rights Reserved by Declarant.** The following includes a summary of the rights reserved by Declarant until expiration of the Development Period or the Declarant Control Period, as applicable:

1. Annexation. During the Development Period, Declarant may annex additional property into the Condominium Regime, and subject such property to the

Declaration and the jurisdiction of the Association in accordance with D.3 set out above.

2. Creation of Units. When created, the Property will initially contain 43 Units; however, Declarant reserves the right, but not the obligation, to create up to a total of 300 Units upon full buildout of all phases of the Property which may include land added by Declarant in accordance with this Appendix D of the Declaration.
3. Changes in the Development Plan. Declarant reserves the right, at any time and from time to time, without requesting or receiving the assent of any Owner or any Mortgagee, to re-subdivide, amend the subdivision Plat covering the Property, modify, alter, or otherwise change the legal or other status or configuration of the additional phases, or the Property to grant easement and to otherwise take such action as may be deemed necessary by the Declarant to satisfactorily expand the Property. Each Owner by taking title to a Unit expressly waives the right to object to any action by Declarant to rezone, replat, or otherwise alter the entitlement status of the additional phases. Declarant may also plat, re-subdivide, or rezone the Property or any portion thereof or the land comprising the additional phases as necessary to entitle the additional phases as necessary to entitle the additional phases in order for it or any portion thereof to be owned, held and/or developed separate and apart from the Property. Declarant expressly reserved an easement over, across, and through the Common Elements for the purpose of ingress and egress to and from, and to facilitate in any manner required by Declarant the construction and sale of the additional Units to be annexed. Declarant also expressly reserves, for the benefit of all present and future Owners of all or any portion of the additional phases, an easement over, across, and through the Common Elements, including without limitations, the Property, for the purposes of ingress and egress, extension of utilities or any other purposes necessary to use and develop the additional phases as a property separate and apart from the Property such as a different condominium property or a single family subdivision, if so desired by such Owners or the Declarant. Each Owner hereby appoints Declarant as its attorney-in-fact for the purpose of effecting the provisions of this Section, and the power hereby granted to the Declarant shall be, and is, a power coupled with an interest and is irrevocable.
4. Specialized Units. Declarant reserves the right, at any time and from time to time, without requesting or receiving the assent of any Owner or any Mortgagee to make decisions or negotiate leases or other agreements with Owners of Specialized Units (Unit 101, Unit 201, Unit 202, Unit 301, Units 701-714, and Unit 2001 – septic system). This does not give Declarant the right to unilaterally change the specialized unit assessments in Article 5.8 of the Declaration without Owner approval.

5. Architectural Control. During the Development Period, Declarant has the absolute right to review and approve all Improvements constructed within the Condominium Regime.
6. Transfer Fees. During the Development Period, Declarant will not pay transfer-related and resale certificate fees.
7. Amend HOA Sale Fees. During the Development Period, Declarant has the absolute right to amend the Notice of HOA Sale Fees.
8. Website and Property Name. During the Development Period, Declarant has the unilateral right to approve or disapprove uses of any website purporting to serve the Property or the Association, all information available on or through the Property website, if any, and all uses of the Property name by the Association.
9. Fines and Penalties. During the Development Period, neither Declarant nor Units owned by Declarant are liable to the Association for late fees, fines, administrative charges, or any other charge that may be considered a penalty.
10. Amendment. During the Development Period, Declarant may amend the Declaration, without consent of other Owners or any Mortgagees, for the following limited purposes:
  - a. To meet the requirements, standards, or recommended guidelines to enable an institutional or governmental lender to may or purposes mortgage loans on the Units;
  - b. To correct any defects in the execution of the Declaration or the other Governing Documents;
  - c. To add real property to the Condominium Regime;
  - d. To create Units, General Common Elements, and Limited Common Elements within the Condominium Regime;
  - e. To combine or reconfigure Units or to convert Units into Common Elements;
  - f. To withdraw from the Condominium Regime any portion of the Property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights;"
  - g. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Governing Documents;

- h. To change the name or entity of Declarant, and
  - i. For any other purpose, provided the amendment has no material adverse effect on any right of any Owner.
11. Additional Rights. As permitted by the Texas Condominium Act, Declarant has reserved the following rights:
- a. The right to complete or make improvements indicated on the Plat and Plans;
  - b. The right to exercise any Development Right permitted by the Act and the Declaration;
  - c. The right to make the Condominium Regime part of a larger condominium or planned community;
  - d. The right to use Units owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Condominium Regime;
  - e. For purposes of promoting, identifying, and marketing the Condominium Regime, Declarant has reserved an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Condominium Regime, including items and locations that are prohibited to other Owners and Residents; and
  - f. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property.
12. Easement Rights. Declarant has reserved an easement and right of ingress and egress in and through the Common Elements and Units owned or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the Condominium Regime, and for discharging Declarant's obligations under the Texas Uniform Condominium Act and the Declaration.
13. Additional Easement and Rights. Declarant has reserved the following easements and rights, exercisable at Declarant's sole discretion, for the duration of the Development Period:
- a. An easement and right to erect, construct, and maintain on and in the Common Elements and Units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with

the construction, completion, management, maintenance, and marketing of the Condominium Regime;

- b. The rights to sell or lease any Unit owned by Declarant;
- c. The right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered, adjoining Units, or Common Elements;
- d. An easement and right to make structural changes and alterations on Common Elements and Units used by Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein;
- e. An easement over the entire Property, including the Units, to inspect the Common Elements and all improvements thereon and related thereto to evaluate the maintenance and condition of the Common Elements improvements;
- f. The right to provide a reasonable means of access for the home-buying public through a gated entrance, if any, in connection with the active marketing of Units by Declarant, including the right to require that such gate be kept open during certain hours or on certain days.

14. Appointment of Association Directors Officers. During the Declarant Control Period, the right to appoint or remove any Declarant-appointed Officer or Director of the Condominium Association.

D.9 **Declarant Control Period.** For the benefit and protection of Owners and Mortgagees, and for the purpose of ensuring a complete and orderly buildout and sellout of the Property, Declarant will retain control of the Association, subject to the following:

- 1. Transition of Control. Declarant will comply with Section 81.103 of the Act regarding transition of Control from Declarant to Owner by phased election of Directors.
- 2. Termination. The duration of the Declarant Control Period will be:
  - a. Within four months after conveyance of 75% of the Units that may be created to Owners other than Declarant; or
  - b. When, in the sole opinion of Declarant, the Association is viable, self-supporting, and operational.

D.10 **Limitations on Special Declarant Rights.** Unless terminated earlier by an amendment to this Declaration executed by Declarant, any Special Declarant Right may be exercised by Declarant so long as Declarant holds a Development Right to create additional Units

or Common Elements or Declarant owns a Unit, whichever ceases last. Earlier termination of certain rights may occur by statute.

D.11 **Working Capital Fund.** Declarant may establish a working capital fund for the Association in an amount that is at least equal to two months of Regular Assessments for all Units. Each Unit's contribution to this fund will be collected when the sale of the Unit closes or on termination of the Declarant Control Period, whichever occurs first. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. Not later than termination of the Declarant Control Period, the fully funded working capital fund will be transferred to the Association for deposit into a segregated fund. Declarant may not use the fund to defray Declarant's expenses, reserve contributions, or construction costs, or to cover the Association's budget deficits during the Declarant Control Period. If Declarant has unsold Units on termination of the Declarant Control Period, Declarant may reimburse itself for a Unit's pre-paid contributions from monies collected at the Unit's closing.

D.12 **General Reservation.** Notwithstanding other provisions of the Governing Documents to the contrary, nothing contained therein may be construed nor may any Mortgagee, other Owner, or the Association, prevent or interfere with the rights contained in this Article which Declarant hereby reserved exclusively unto itself, its agents, employees, and contractors.

D.13 **Expenses of Declarant.** Expenses related to the completion and marketing of the Property will be paid by Declarant and are not Common Expenses of the Association.

D.14 **Obligation for Assessments.** For each Unit owned by Declarant, Declarant is not liable for assessments allocated to those Units but is individually responsible for any operational expense deficit pursuant to the Act.

D.15 **Management Contract.** If Declarant enters into a professional management contract on behalf of the Association during the Declarant Control Period., the Association has the right to terminate the contract without cause or penalty at any time after a Board elected by the Owners takes office.

Signed on this 3rd day of November, 2025.

**Garages of the Americas Development, LLC**  
a Texas Limited Liability Company

BY: Timothy Joel Myers  
TIMOTHY JOEL MYERS, General Manager

# **APPENDIX E**

## **INITIAL DESIGNATION OF AREAS OF COMMON RESPONSIBILITY**

In addition to the Common Elements maintained by the Association, the following components of individually owned Units are designated as Areas of Common Responsibility, to be maintained by the Association as a Common Expense.

If a designated component is determined to be a Common Element, appearing on this list does not convert the component from a Common Element to a portion of a Unit.

1. Roofs, roofing systems, gutters, and downspouts;
2. Foundations; and
3. Exterior surfaces of perimeter walls, beginning at the point a material is affixed to a wall stud or supporting member. For clarification, this component does not include any window glass, the wall stud or support, the wall cavity, and anything affixed to the interior side of the wall. This includes:
  - a. Exterior trim and siding, including paint;
  - b. Awnings and decorative features on the public sides of Buildings;
  - c. Metal, stone, or brick facades, if any; and
  - d. Exterior light fixtures and Unit numbers on the public sides of Buildings.

Although this initial designation is attached to the Declaration as Appendix E, it is not part of the Declaration for purposes of the amendment of this Appendix. The Designation of Areas of Common Responsibility may be amended, revised, and restated by the terms of Article 8 of the Declaration, and need not be rerecorded.

Signed on this 3rd day of November, 2025.

**Garages of the Americas Development, LLC**  
a Texas Limited Liability Company

BY: Timothy Joel Myers  
TIMOTHY JOEL MYERS, General Manager