

STATE OF TEXAS
COUNTY OF TRAVIS

Amendment to Declaration of Peninsula on Lake Austin

Reference is hereby made to:

- 1) **Amended and Restated Declaration (One and Two), filed of record in Vol. 12441 Page 1217, real property records of Travis County, Texas (May 19, 1995).** This declaration creates three separate homeowners associations, that have since been merged into one. It created Phase I Common Elements and Phase Two Common Elements. The maintenance obligations of the Property are amended by this amendment .
- 2) **Third Amended and Restated Declaration for Phase Two, filed of record in Vol. 13210 Page 919.** This document corrected the numbering of the Units – Unit 15 was previously mis-numbered and was corrected to Unit 14.
- 3) **First Amendment to Amended and Restated Declaration for Phase One and Phase Two.** *Established revised percentage interest/liability for the General Common Elements. These percentages are repeated in Exhibit A hereto without amendment. This document established interests in Phase I Common Elements and Phase II Common Elements. The Phase I Common Element percentages are reiterated in Exhibit B to apportion certain costs shared by Units 1-5. Phase II Common Element interests are no longer relevant / in use as of this 2017 amendment.*
- 4) **Second Amendment to Declaration for Phase One and Phase Two.** Document no. 2004199771, Official Public Records, Travis County. This document amended maintenance responsibilities. This document is REPEALED in its entirety and superseded by this filing.
- 5) **Assignment of Rights, Travis County Official Public Records document no. 2013144855.** This document effectuated a merger of three homeowners associations created by document #1 above. The “Common Area Council” is the surviving entity and the current homeowners association.
- 6) **Clarification Amendment Phase One and Two,** Document no. 2013144981, Official Public Records, Travis County. This document recites that members of the three associations have approved a merger into one association, to be called the Common Area Council. It notes that the Common Area Council now has all rights and duties that Phase One Council and Phase Two Council used to have. The legal name of the homeowners association (“**Association**”) aka Common Area Council is The Peninsula on Lake Austin Common Area Council of Owners, Inc.
- 7) **Notice To the Public,** Document no. 2015037447, Official Public Records, Travis County. This document references the amendment filed of record in Travis County document no. 2003113177 and recites that it is void as it was not properly adopted.
- 8) **Amendment to the Amended and Restated Declaration for Phase One and Phase Two,** Document no. 2015189494, Official Public Records, Travis County. This document recites that owners of Phase Two Units revise the Phase Two plat to divided Phase Two units into three sections and allocate Limited Common Elements to each Unit in all sections. Phase II Section One = Units 6,7,8; Phase II Section Two = Units 9, 10, 11; Phase Two Section 3 = Units 12, 13, and 14. It outlines boundaries and elevations for each Unit in attached map.

Documents #1-8 cumulatively are referred to as the “**Prior Declaration**”.

The Prior Declaration, as amended hereby, the Bylaws and the Rules of the Association are cumulatively referred to as the “**Documents**”. Unless otherwise provided herein, all defined terms are as defined in the Documents. For example Limited Common Elements assigned to units are as described in the Documents and as further described in Exhibit E hereto, and Exhibit E further documents the boat docks assigned to each Unit, and made a legal part of each Unit pursuant to Declaration 2.1(a)(4).

The Prior Declaration as defined above outlines a procedure necessitating three sets of financial records¹ and the maintenance requirements under such Declaration contain ambiguities that the Association Members wish to remedy; and the Association members have approved this amendment by the required vote, the Declaration is hereby amended as follows.

TO THE EXTENT OF ANY CONFLICT WITH THE PRIOR DECLARATION THE LANGUAGE OF THIS AMENDMENT CONTROLS. THE INTENT OF THIS AMENDMENT TO PROVIDE THE SOLE OPERATIVE DECLARATION LANGUAGE WITH REGARD TO ASSESSMENT RESPONSIBILITIES, MAINTENANCE RESPONSIBILITIES, ARCHITECTURAL CONTROL, INSURANCE, AND LEASING. IN THE EVENT OF AMBIGUITY THIS AMENDMENT SHALL BE INTERPRETED TO EFFECTUATE SUCH INTENT.

Chapter 82, Texas Property Code, is hereby adopted in its entirety.

The assessment language in this amendment replaces and supersedes assessment language in any other dedicatory instrument. To the extent of any conflict between assessment-related language, the language of this amendment controls. The Board shall have the right, and nothing in this amendment shall be interpreted to affect the Board’s ability, to adopt rules applicable to the community not inconsistent with the terms of the Declaration, to assist in implementing or interpreting provisions of the Declaration, or otherwise, provided such rules are not in conflict with the provisions of the Declaration.

Definitions:

Except to the extent of any conflict herewith, the definitions in the Declaration remain unchanged. For example General Common Elements, Phase One Common Elements, Phase One Limited Common Elements, Phase Two Common Elements, and Phase Two Limited Common Elements, retain their same definitions as under the Prior Declaration. This 2017 amendment does not effectuate changes to the definition of the various common elements, but rather effectuates changes to, and clarifies, maintenance responsibilities of various portions of the Units and common elements.

- 1) Types of Assessments. There are only three types of assessments: Regular, Special, and Individual.
- 2) Regular Assessments.
 - a. Purposes of regular assessments: Regular assessments are used for common expenses related to the reoccurring, periodic and anticipated responsibilities of the Association including without limitation:

¹ Prior to this amendment separate books were required for (1) Phase I buildings and common expenses, (2) Phase two buildings and common expenses, and (3) shared Common Expenses. This is being eliminated and replaced with a system whereby one set of books and record is required, but with certain costs assessable to fewer than all owners – see Individual Assessments.

- i. Maintenance, repair and replacement as necessary of the General Common Elements and other improvements for which the Association is responsible.
 - ii. Utilities billed to the Association
 - iii. Services billed to the Association.
 - iv. Taxes on property owned by the Association.
 - v. Management, legal, accounting, and professional fees for services to the Association
 - vi. Costs of operating the Association, such as postage meeting expenses and other such costs.
 - vii. Insurance premiums and deductibles.
 - viii. Contributions to reserve funds.
 - ix. 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 Property or for enforcement of the Documents.
- 3) Annual Budget. The board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account 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 its summary available to an Owner of each Unit, although failure to receive a budget or summary does not affect an Owner's liability for assessments.
- 4) Basis of Regular Assessments. Regular assessments will be based on the annual budget, minus estimated income from sources other than regular assessments. Each Unit will be liable for its allocated share of the annual budget as described in **Exhibit A**. If the Board does not approve an annual budget or fails to determine new regular assessments for any year, or delays in doing so, Owners will continue to pay the regular assessment as last determined.
- 5) Increases in Regular Assessments. Effective as of the 2019 budget year, regular assessments may not be increased more than 10% over the prior year without approval of a majority of owners casting votes at a meeting or by other method where all Owners are provided opportunity to vote². If during the course of a year the Board determines that regular assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase regular assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency, subject to the 10% cap outlined above.
- 6) Special Assessments. In addition to regular assessments, the Board may levy one or more special assessments against all Units. However notwithstanding, any special assessments must be approved by at least a majority vote of owners casting votes at an association meeting.
- 7) Individual Assessments. In addition to regular and special assessments, the board may levy an individual assessment against a Unit. There are two types of individual assessments:

² In other words, 2019 regular assessments may not be increased more than 10% over 2018 assessments without a vote, and this cap shall carry forward for years subsequent to 2019.

- a. General Individual Assessments (“GIA”). Individual assessments are assessments levied against fewer than all units. These individual assessments may include without limitation: interest, late charges, and collection costs on delinquent assessments; reimbursement for costs incurred in bringing an owner or his Unit into compliance with the Documents; fines for violations of the Documents; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; submetered or allocated utilities serving the Unit; and reimbursement for damages or waste caused by willful or negligent acts of Owners, their contractors, guests or invitees. Further, individual assessments may be levied against the Owners of units benefitting from or responsible for the maintenance performed by the Association. See generally the maintenance chart attached hereto. As an example and without limitation, Individual Assessments are assessed against the all Phase I owners for all costs of fire sprinkler maintenance performed by the Association for Units 1-5. See Exhibits B and C.

General Individual Assessments may include amounts to establish reserves for use in lieu of or in conjunction with Individual Assessments. For example and without limitation, Individual Assessments levied against Units 1-5 may include amounts to establish reserves, and any such reserves shall be held by the association in a separate account or otherwise separately accounted for, and may be used to fund joint obligations (see Exhibit C), of Units 1-5, such as fire sprinkler maintenance.

- b. Maintenance Individual Assessments. Should an Owner or Owners fail to adequately maintain items for which the Owner(s) are responsible³, after at least 10-days written notice (however no notice shall be required in the event of an immediate threat to safety or property as determined by the Board), the Association may perform the maintenance and assess each Owner an Individual Assessment for the Owner’s share of the cost. Individual Assessments may also be levied against Unit(s) to satisfy costs to maintain Areas of Common Responsibility per paragraph 8 below. The Board shall in its sole discretion determine if an Owner(s) is adequately maintaining items for which the Owner has maintenance responsibility.

8) Nonpayment of Assessments; Lien for Assessments

- a. All amounts due the association are “**Assessments**”, including fines, late fees, nsf (aka “hot check”) fees, Regular Assessments, and Special Assessments. Regular Assessments are due the first of each month, or other date indicated by any invoice from the Association. Other amounts are due in accordance with invoices or other due dates set by the Board or an agent thereof. Late fees and nsf fees may be assessed as determined by the Board. The Association has a lien for all amounts due the Association as further described in Texas Property Code Section 82.113.

9) Areas of Common Responsibility. “Areas of Common Responsibility” are portions of the project for which the Association is not responsible for maintenance, but the Owners

³ The Board shall have final authority to determine the appropriate level of maintenance throughout the community.

have voted to have the Association maintain the items. The Association has the right, but not duty, to designate areas that would otherwise be the responsibility of Unit Owner(s) to maintain, as Areas of Common Responsibility to be maintained, repaired and replaced by the Association. The costs of maintenance of any Areas of Common Responsibility is an Individual Assessment against the Unit(s) who would otherwise be responsible for maintaining the item. 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 unit; and reflected in the Association's annual budget and reserve funds. The Association will maintain at all times a dated list of the Areas of Common Responsibility. As of the date of filing of this instrument, no areas are designated as Areas of Common Responsibility.

10) Maintenance. See maintenance chart attached as **Exhibit C**. To the extent of any conflict with the language herein and the maintenance chart, the maintenance chart shall control.

- a. Unit Owner: Every owner has the following responsibilities and obligations for the maintenance, repair and replacement of the Property:
 - i. To maintain, repair, and replace his Unit, except any component designated as an Area of Common Responsibility;
 - ii. To maintain, repair other portions of the Property for which owner is expressly liable under the Documents;
 - iii. To maintain, repair and replace any pipes, wires, conduits, utility lines, or other fixtures serving only one unit (for example, to maintain all portion of a pipe that serves only one unit, regardless of the location of the pipe.)
 - iv. To keep the items for which an Owner is responsible in a neat, clean, odorless and attractive condition.
 - v. To not do any work or fail to do any work that, 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 thereto.
 - vi. To be responsible for his own willful or negligent acts and those of his or the resident's family, guests, agents, employees, or contractors, including when those acts necessitate maintenance, repair or replacement of a Unit, Common Elements, or Areas of Common Responsibility.
- b. Association: The Association shall maintain all items for which Unit Owners are not made responsible under the Documents. The costs of maintenance shall be allocated as provided herein.

11) Architectural Covenants and Control.

NOTE: Before making any improvement or alteration to the property owner must apply for and receive architectural approval. Owners may not make any exterior alterations without submittal to and approval by the association. Without limitation, among the alterations that require prior approval are: repainting, changing out windows, changing patio or balcony surfaces, altering railings, or other exterior alterations.

General: Nothing may be placed or stored in the General Common Area or Limited Common Area(s) so as to partially or fully impede passage or usage of the area. No portable gasoline/fuel containers area allowed on the Property.

- a. Purpose. Because the Units are part of a single, unified community, the Association has the right to regulate the exterior design, use, and appearance of the Units and Common Elements in order to preserve and enhance the Property's value and architectural harmony. One purpose of the architectural restrictions is to promote and ensure the level of taste, design, quality and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be unusual, radical, curious, or otherwise not in keeping with the then-existing improvements.
- b. Architectural Control Committee (ACC). In the absence of Board appointment of a committee, the Board shall serve as the ACC. The ACC if appointed shall consist of three persons appointed by the board who serve at the pleasure of the board.
- c. Discretion; liability; no variance. The ACC has sole discretion with respect to taste, design, and all standards specified by this article. The members of the ACC have no liability for the ACC's decisions made in good faith. The ACC is not responsible for (1) errors in or omissions from the plans and specifications submitted to the ACC, (2) supervising construction for the owner's compliance with approved plans and specifications, or (3) compliance of the owner's plans and specifications with city codes and ordinances, or other applicable governmental regulations. ***Unless a variance from a provision in the Documents is expressly requested and expressly granted, no consent of the ACC shall operate to waive the owner's requirement to comply with all terms of the declaration⁴.***
- d. Architectural approval. To request ACC approval an owner must make written application and submit plans and specifications showing the nature, kind, shape, color, size, materials, and location of the work to be performed. The application must clearly identify any requirement of the Documents for which variance is sought. Verbal approval is ineffective; all approvals must be in writing. Unless otherwise stated in the ACC approval, all improvements or alterations must be completed within six months of approval. If the applicant for ACC approval is a member of the reviewing body (the Board, or if an ACC is appointed the ACC), the applicant shall recuse himself/herself from the reviewing body's vote.)
 - i. Deemed approval. If the ACC fails to respond to a complete request (all required information submitted), either negatively, affirmatively, or requesting any further information, within 30 days after the ACC's actual receipt of the plans and specifications, the owner may submit a second request for processing of its original application. If the ACC fails to respond within 15 days after the actual receipt of the owner's second request, the owner's request is deemed approved. The owner may then proceed with the improvement, provided he adheres to the plans and specifications that accompanied his application, and provided he initiates

⁴ For example if the Documents require a specific type of roof, approval of plans and specifications that are silent as to a specific type of roof, or plans and specifications that include a roof other than those roofs allowed under the covenants, does not affect the requirement to install only particular roofs. A waiver must expressly be requested and granted.

and completes the improvements in a timely manner. In exercising rights of deemed approval, the burden is on the owner to document the board's actual receipt of the owner's initial application and second request. The ACC may request any additional information it deems relevant, including material samples, reports, renderings, or any other item. The applications will not be considered complete for purposes of the 30--day and 15-day response deadlines until all additionally-requested items have been submitted. Notwithstanding, ***no event in which plans are deemed approved hereunder shall waive or otherwise affect the owner's requirement to comply with all terms of the declaration.***

- ii. Permits. If the application is for work that requires a governmental permit, the owner must obtain the appropriate permit(s). The ACC's approval of plans and specifications does not mean they comply with governmental requirements, and alternatively, approval by the city does not ensure or in any way affect ACC approval requirements. All repairs and alterations must comply with any governmental permitting requirements. The Association has the right but not obligation to require confirmation, in a form acceptable to the Board, of owner receipt of all required permits for any work an owner undertakes.
- iii. Effective date. Any alterations not completed as of the effective date of this amendment require Association approval and are subject to all terms of this declaration as amended.

- e. **Approval Required. Owners wishing to obtain approval for any alterations, additions or improvements other than non-structural alterations to the interior of a Unit must submit detailed plans and specifications to the Association for approval. Owners must complete and comply with the terms of any architectural approval form promulgated by the Board or ACC; such form may contain conditions and rules of construction, a construction deposit, an application fee, and other similar requirements. It is the Owner's responsibility to obtain the then-current copy of such submittal form and conditions. The application will not be deemed complete and review will not commence until all completed required forms and any additional information requested by the Board or ACC are submitted. It is the Owner's responsibility to comply with any governmental requirements such as permitting. The Association requires proof of permits as a condition of architectural approval or a certification from a qualified professional, at the owner's expense, that no permits are required.**

In determining authorization or denial of plans, the ACC may take into consideration any of the following items, without limitation: harmony with surrounding structures, effect on Association maintenance responsibility cost, adverse impacts on existing views of other Owners or views from other Units, opinion of surrounding Owners, location, materials, aesthetics, size, location, and compliance with all restrictions applicable to the Association, and other items in the sole discretion of the Board or ACC. Exterior painting for Phase I (Units 1-5) may not be performed (except for minor touch up painting) without painting Unit 6, nor may the Unit 6 exterior be repainted without Units 1-5 also being repainted, in order to maintain uniformity in aesthetic. All paint colors must be pre-approved.

The types of alterations/acts that may not commence without the ACC's prior written approval include, without limitation:

- i. Any structural repair or alteration, and any alterations which affects the exterior appearance of one or more units. This includes paint color (all exterior paint color and color of other exterior materials must be approved by the ACC), material changes, replacement of doors or windows, replacement of balcony railings, and other items.
- ii. Any alteration to the common elements (limited or general), including without limitation, alterations to boat docks, patios, and driveway areas.
- iii. Any alteration to boat docks, boat lifts, boat house doors, boat garage doors, windows, exterior doors.
- iv. Ornamental burglar bars, storm windows and doors, exterior lighting, any other special lighting (LED strips, etc.), mailboxes, patio covers, skylights.
- v. Walls, screens, fences, gates, awnings, or carports.
- vi. Enclosure of patios, balconies, courtyards, yards, garages or carports.
- vii. Installation of impermeable decking or other improvement that may interfere with established drainage patterns.
- viii. Any penetrations to exterior surfaces such as walls, roofs, balconies patios, and courtyards.

12) Enforcement. The Board shall have the right to assess fines, damage assessments, enforcement costs (including attorneys fees) for costs of enforcement, and other charges as may be allowed by law or further described in the governing documents against an Owner for violations of this Declaration, the Bylaws, any rules of the Association or any other governing documents. Fines may increase for each day such Owner allows the violation to continue. Attorney's fees incurred by the Association in enforcing this Declaration, the Bylaws, any rules of the Association, or any other governing documents may be assessed to the violating Owner's account.

Owners are responsible for all actions of their residents, guests and invitees and their tenants and their tenant's co-residents, guests, and invitees. The Association and each Owner shall have the right to enforce the terms of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The failure of the Association to enforce any provision of this Declaration shall in no event subject the Association to any claims, liability, costs or expense, it being the express intent of this Declaration to provide the Association with the right (such right to be exercised at its sole and absolute discretion), but not the obligation to enforce the terms of this Declaration for the benefit of any Owner(s) of any Units. The Board shall in its sole discretion determine if an Owner(s) is adequately maintaining items for which the Owner has maintenance responsibility, and shall in its sole discretion determine the maintenance needs of the items for which the Association has maintenance responsibility.

13) Access areas. Certain access areas are noted in Exhibit C hereto.

14) Insurance. This section supersedes all other Insurance provisions in the Prior Declaration including those outlined in Section 8.1.

NOTE: The Association and each Unit owner have insurance obligations under this Section 14. Unit owner insurance obligations include: flood insurance on the Unit and its contents, and general liability insurance on his Unit and the appurtenant Limited Common Elements. All insurance must meet any minimum coverage requirement established by the association; it is each owner's duty to confirm with the Association any minimum coverage requirement in place at the time.

- a. General Provisions. The Board will make every reasonable effort to comply with the provisions of this Section 14, so as to require that the Property be insured with the types and amounts of coverage that are customary for similar types of properties and are acceptable to mortgage lenders, guarantors or insurers that finance the purchase or Improvement of the Units.
- b. Unavailability. The Association and its directors, officers and managers will not be liable for failure to obtain any coverage required by this section or for any loss or damage resulting from such failure if the failure is due to the unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.
- c. No Coverage. Even if the Association and/or an Owner has adequate amounts of recommended and required coverages, the Property may experience a loss that is not covered by insurance. In that event, the Association is responsible for restoring the Common Elements as a common expense and each Owner is responsible for restoring his Unit at his sole expense. This provision does not apply to deductible portions of a policy.
- d. Requirements. The cost of insurance coverage and bonds maintained by the Association is a common expense, payable in accordance with **Exhibit B**. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. The loss payee clause should show the Association as trustee for each Owner and Mortgagee. Policies of property and general liability insurance maintained by the Association must provide that the insurer waives its right to subrogation under the policy as against an Owner. The Association's insurance policies will not be prejudiced by the act or omission of any Owner or Resident who is not under the Association's control.
- e. Association as Trustee. Each Owner irrevocably appoints the Association as his trustee to negotiate, receive, administer and distribute the proceeds of any claim against an insurance policy maintained by the Association.
- f. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as required by the Chapter 82, Texas Property Code (the "**Act**"), to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.
- g. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, and the amount of the deductible will not be subtracted from the face amount of the policy in determining whether policy limits satisfy coverage requirements under this Declaration. In the event of an insured loss, the deductible is treated as a common expense of the Association in the same manner as the insurance premium unless otherwise determined by the Board by

resolution adopted within 90 days of the date of the loss. Notwithstanding, if the Board determines that a loss is the result of the negligence or misconduct of an Owner, a Resident of the Owner's Unit or an invitee (including without limitation a contractor) of the Owner or Resident, the Board may levy an Individual Assessment against the Owner and his Unit for the amount of the deductible, provided that the Owner is given notice and an opportunity to be heard.

- h. Property. To the extent reasonably available, the Association will obtain blanket all-risk insurance for improvements insurable by the Association pursuant to this paragraph 14. If blanket all-risk insurance is not reasonably available, at a minimum, the Association will obtain an insurance policy providing fire and extended coverage. The insurance must be in an amount sufficient to cover at least 80% of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. The Federal National Mortgage Association recommends use of a guaranteed replacement cost endorsement, or a replacement cost endorsement, together with an agreed amount endorsement in the case of coinsurance.
- i. Common Property Insured. The Association will insure (i) General Common Elements, (ii) Limited Common Elements, and (iii) property owned by the Association, including, if any, records, furniture, fixtures, equipment and supplies.
- j. Units. In addition to insuring the Common Elements against casualty loss, the Association will maintain "bare walls" property insurance on the Units. Unit Owners are responsible for insuring all Unit finish out, including fixtures.
- k. General Liability. The Association will maintain a commercial general liability insurance policy over the Common Elements, expressly excluding the liability of each Owner and Resident 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.
- l. Flood insurance. The Association will maintain FEMA flood insurance on the Common Elements. Owners must maintain flood insurance on their own Units (including Unit interiors).
- m. Directors and Officers Liability. To the extent reasonably available, the Association will maintain directors and officers' liability insurance, errors and omissions insurance, indemnity bonds, or the 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.
- n. Worker's Compensation. The Association may maintain worker's compensation insurance if and to the extent necessary to meet the requirements of applicable law of if the Board so elects.
- o. Fidelity Coverage. The Association may maintain blanket fidelity coverage for any person who handles or is responsible for funds held or administered by the Association, whether or not the person is paid for their services. Any 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 three (3) months of Regular Assessments on all Units. A management agent that handles Association funds should be covered by its own fidelity insurance policy with the same coverages.

- p. Owner's Responsibility For Insurance. The Board may establish minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by Owners if the insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association or other Owners. Further, each Owner must obtain and maintain general liability insurance on his Unit and on the Limited Common Elements assigned to his Unit and flood insurance on the Owner's Unit. The Association may determine a minimum amount of coverage that each owner is required to maintain and require proof thereof. Each Owner will provide the Association from time to time on request with a copy of all insurance policies or a certificate of insurance evidencing coverages required to be maintained by the Owner. If an Owner fails either to maintain required insurance, or to provide the Association with proof of same, the Board may but has no duty to obtain insurance on behalf of the Owner, who will be obligated for the cost as an Individual Assessment. Each Owner will comply with reasonable requests by the Board for period inspection of the Unit for purposes of insurance appraisal. Each Owner will maintain any insurance coverage required by this Article 14. Each Owner at his expense, may obtain separate and additional insurance for his real property, improvements and betterments thereto, or his personal property, or any other insurance not obtained by the Association (including costs of alternate housing upon displacement, insurance for loss of rents, or other such insurance).
 - q. Other Policies. The Association may maintain any insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association.
 - r. Association Does Not Insure. The Association does not insure an Owner or Resident's (including any tenant's) personal property or Unit finish out. Each Owner and Resident is solely responsible for insuring his personal property in his Unit, associated Limited Common Elements, and on the Property, including furnishings, vehicles, and stored items. Each Owner and Resident is responsible for insuring his Unit's finish out. **The Association strongly recommends that each Owner and Resident purchase and maintain insurance on his personal belongings.** Owners are responsible for any other insurance desired and not made the responsibility of the Association hereunder, including insurance for costs of alternate housing in the event of displacement, mortgage insurance, loss of rents insurance, and other insurance.
 - s. Replacement; Repair. All replacements and repair of all kinds (whether in the wake of a catastrophe or otherwise), whether performed by Owners or the Association, must be of high-end, like-kind, quality, materials, and otherwise in keeping with the quality and design of the original improvement.
- 15) Leasing. The Board may adopt further association leasing rules to supplement or assist with implementation of the terms of this Section 15, provided that such rules do not conflict with the terms of this Section 15. For example and without limitation, the board may adopt a rule requiring owners to perform criminal background checks on prospective tenants and prohibiting occupancy to tenants with certain criminal records. The board may adopt rules related to leasing of portions of the property other than Units.
- a. Minimum lease term 12 months; violations; entire Unit must be leased. No Unit may be leased for an initial lease term of less than 12 months. No Unit Owner may advertise the lease of any Unit for a term of less

than the minimum lease term. All advertisements for the lease of a Unit must clearly state the minimum lease term required by this rule (or any longer term the Owner wishes to apply). Daily or weekly rates (or any rate less than monthly) may not be advertised. Fines will automatically be assessed for any violation of this rule, regardless of whether the advertised Unit is actually leased for a period of less than the minimum lease term. Fines will be assessed in an amount determined by the board, provided that the minimum amount of fine for violation of this rule shall be the advertised nightly, or prorated nightly (if ad offers no daily but a weekly or monthly rate), rate offered in any advertisement.

Owners are responsible for all deed restriction violations committed by their co-residents, guests, invitees or their tenants or their guests or invitees. Less than the entire Unit may not be leased. Notwithstanding, leasing of boat slips is allowed, subject to all rules and regulations of the association, provided that the Association may revoke the ability to sublease a boat slip as to any Unit due to nuisance or other problem conduct committed by lessees. Owners leasing boat slips must register all lessee names and contact information with the Association prior to the effective date of any lease, and all such leases must be in writing and expressly subject to the terms of the Documents.

- b. Written leases only; mandatory lease provisions. All leases must be in writing, must contain the names of all tenants and occupants, and must be made subject to the governing documents;
- c. Must provide tenants with Association documents. An owner must provide his tenants with copies of the governing documents and notify them of changes thereto. Owners are responsible for all violations of tenants and guests under the governing documents;
- d. Tenants subject to Association documents. Each tenant is subject to and must comply with all provisions of the governing documents, federal and State laws, and local ordinances;
- e. Owner must provide Association copy of all leases and lease renewals; tenant pet information, vehicle information, and contact information; and background checks. An owner must provide the Association **within seven days of occupancy by a tenant or renewal of a lease (with every new lease or lease renewal – a change of roommates is a new lease):**
 - (i) a complete and legible copy (electronic copy or hard copy) of the fully-executed lease, and any lease renewal document(s), both of which must include the name of all tenants and occupants. Dollar figures and any drivers license or social security number may be redacted;
 - (ii) current information regarding all pets (breed, age, name, weight) and vehicles (make, model, color, license plate number) of the tenant(s), and current contact information including full names, email addresses, and any additional mailing address for all tenants; and
 - (iii) an administrative fee in an amount set from time to time by the Board.

Upon request owners shall also promptly provide to the Association a copy (electronic copy or hard copy) of all background checks performed on tenants and occupants.

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:

A. Violation Constitutes Default. Failure by the tenant or occupants or invitees to comply with the Documents applicable to the community, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner must promptly obtain his tenant's compliance or diligently exercise his rights as landlord for tenant's breach of lease, including eviction. If the owner fails to obtain the tenant's compliance after reasonable notice (at least 10 days notice) from the Association, the Association has the right, but not the obligation, 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.

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

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

This amendment has achieved the vote required by Texas Property Code Chapter 82 and is hereby filed of record in accordance with Texas Property Code Chapter 202.

THE PENINSULA ON LAKE AUSTIN COMMON COUNCIL OF OWNERS, INC.
Acting by and through its Board of Directors

Signature: *David Jones*
Printed Name: David J. Jones
Title: President

Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

JGJ This instrument was executed before me on the 17 day of _____, 2018 by David J. Jones in the capacity stated above.

Ruben Infante, Jr.
Notary Public, State of Texas

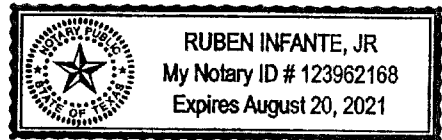


Exhibit A:

Percent of General Common Element Ownership and General Common Element
Assessment Liability

Unit 1	7.58
Unit 2	6.67
Unit 3	7.29
Unit 4	5.67
Unit 5	5.67
Unit 6	6.57
Unit 7	7.88
Unit 8	7.15
Unit 9	7.88
Unit 10	7.15
Unit 11	7.88
Unit 12	7.15
Unit 13	6.95
Unit 14	8.51

Exhibit B

Percent of Costs allocable only to Phase I Units (Units 1-5) Jointly

Unit 1	23.05
Unit 2	20.29
Unit 3	22.17
Unit 4	17.24
Unit 5	17.24

Exhibit C
Maintenance responsibility chart; access areas
Peninsula Condominiums

ITEM

MAINTENANCE RESPONSIBILITY

Walkways; access areas

Wooden walkway and wooden dock area between Units 13 and 14 (including walkways between boats, but not including boat lifts). See also Exhibit E.

Association

Limited Common Area landscape areas appurtenant to (south, north, and east of) Unit 14 (see below for hardscape area responsibilities). See also Exhibit E.

Association; Unit 14 must submit plans and receive prior permission before altering landscaping. This area is also an access area for Owners, residents and invitees of Units 12 and 13, and 14 for purposes of pedestrian access to and from the pool area. Notwithstanding, Units 12 and 13 may not use this access route and must use an alternate route to the pool should there be more than 10 individuals (cumulatively, including residents of a unit and their guests) accessing the pool (for example but without limitation, for a party). Further, if Unit 14 residents are entertaining guests or invitees outside in this Limited Common Element area, Units 12 and 13 must use alternate access to the pool area. Association contractors may also use the access area to the east of Unit 14 to access the pool/peninsula area for maintenance.

Between Units the Association responsibility ends at the point where the aggregate concrete ends; for example between Units 6 and 7 the Association responsibility ends at the point where the aggregate concrete ends and landscaping or patio surfaces begin. For example Units 6 and 7, and units 10 and 11, are jointly responsible for the landscape area and stone patio to the east of the aggregate concrete walkway between their units.

The north aggregate concrete area, adjacent to Units 1 and/or 2 (see below for maintenance responsibility)

Bridge between units 8 and 9

North bridge over the lagoon.

Aggregate concrete walkways and sidewalks, including lighting in the common elements, except for limited portions adjacent to Units 1 and 2. This includes the walkways between units and the gates and fences between units and on the gates and fencing on the north end of the property.

General

Glass in windows or doors; exterior and interior doors including garage doors. All door and window framing, hardware, thresholds, and other such elements, both interior and exterior portions.

Units 1 and 2.

This area is a pedestrian access area for all residents, guests and invitees, and association contractors, to access the pool/peninsula area over the limited common element area for Units 1 and 2.

Association.

This area is an access area for the benefit of all Owners, residents and invitees, and association contractors, for access to the bridge and pool and peninsula areas.

Association

Association, common expense, assessed in accordance with all 14 unit's % interest per Exhibit A

The area between units 8 and 9 is also designated as an access area for the benefit of all Owners, residents and invitees and association contractors for access to the bridge and pool and peninsula areas.

Owner

Pipes, wires, conduits, HVAC, or other utility lines serving only one Unit (for example if a pipe branches from an area serving more than one unit, at the point that pipe branches to services only one unit that Unit Owner is responsible), regardless of whether the portion of the pipe is within or outside Unit boundaries.

Owner

Pipes, wires, conduits, and other utility lines serving all Units.

Association

Pipes, wires and conduits, HVAC, or other utility lines (or portions thereof) serving more than one but fewer than all Units. [But see above, any portion of a pipe or other utility line serving only one unit - that portion is the sole responsibility of the Unit owner.]

Owners whose Units are served by the pipe, wire, conduit, or other utility line, in equal shares . (Recognizing that in some instances until the cause/location of a repair need is diagnosed it can be unclear who is responsible for the repair, if the Association incurs costs in diagnosing a leak or other repair need, the Owner(s) responsible for the repair may be assessed the cost as an Individual Assessment.)

In general all items not the responsibility of Owners. These are common costs shared by % interest of each owner per Exhibit A and include without limitation (except as otherwise provided herein): land; walkways; landscaping on the east side (facing the road); fences / walls; post lights; driveway pavement/paving stones; curbs and gutters; common water sprinkler system and equipment, pool and landscape area surrounding the pool (including all landscape lighting and other exterior improvements); lagoon area; bridges; bulkheads (all elements of bulkheads, including structural elements, but excluding finished surfaces (finished bulkhead surfaces such as stone or wooden decking are owner responsibility except expressly provided herein); common sidewalks (such as the common sidewalk running along the north side of the property that connects to the bridge to the pool); wharves, dams, filtration ponds, piers, pilings, decking and everything else except items expressly made responsibility of the Owner(s) per the Doc

Association as a general common expense paid for by all owners – per Exhibit A.

Dock bumpers, rubber padding or other dock/boat buffering improvements, hardware (ties, cleats, etc.) for boat docking/tie-ups.

Owner (jointly and severally with any other Unit Owner(s) sharing the dock or patio.)

Drywall, baseboards, trim, carpet, tile, paint, and other interior surfaces of perimeter walls, floors and ceilings; all interior/partition walls; appliances, fixtures affixed to perimeter walls or located within the unit (appliances, built-ins, etc.)

Owner

Patios, roof gardens, balconies, boat docks (with the exception of the wood dock between Units 13 and 14), boat lifts, boat house doors.

Owner, jointly with any Owner sharing the item. For example the lake-side wooden and stone decks/patios between Units 2 and 3, Units 4 and 5; Units 7 and 8; Units 9 and 10; and Units 11 and 12 are Limited Common Elements to be maintained by these respective Unit Owners.

All boat lifts are maintained by the individual owner who is assigned the dock space.

Driveways (paving stone driveways – all portions of the paving-stoned area)

Association, common expense, assessed in accordance with all 14 unit's % interest per Exhibit A

Units 1-5 (Phase I)

Bearing walls/columns; roofs; exterior walls (not including windows and doors) and perimeter wall studs and all structural elements/load bearing walls; gutters. ALL exterior surfaces "in" to the interior face of perimeter studs and interior face of roof studs/rafters, are Association maintenance responsibility.

Association, but cost is Individual Assessment to Phase I owners in common, per % interest, see Exhibit B

Fire sprinkler system, serving Unit 1, 2, 3, 4, or 5 exclusive of wire/pipe/conduit serving only one unit (portions/areas serving only one Unit are Unit Owner responsibility).

Association, but cost is Individual Assessment to Phase I owners in common, per % interest, see Exhibit B

Party walls, with the exception of load-bearing walls. (Party walls are walls separating joined units, both interior and exterior).

Owners, jointly between owners sharing the wall

All portions of Unit and Common Element appurtenant to Unit other than those for which Association is responsible. This includes without limitation all drywall, interior non-load-bearing walls, drywall and all Unit finish out.

Owners

Fire sprinkler system including all related service and repair

Association maintains and assesses Individual Assessments to Phase I owners, per % interest in Exhibit B.

Steps, entrance, and all exterior planters* and all portions of the entrance/atrium area at entrance to units 3, 4, and 5. (*see below for leaks from planters)

Owners of Units 3, 4, and 5 jointly.

Water leaks into units 3, 4, and 5 from planters at the entrance/atrium area

Individual unit owner(s) 3, 4 and/or 5 whose units are directly impacted by the leaking (including unit repairs necessitated by such leaks).

Stairs to Units 1 and 2, including tile, accessed off of north concrete sidewalk (see Exhibit D)

Units 1 and 2 owners jointly

Area appurtenant to Units 1 and 2 and adjacent to the lake frontage along the length of Units 1 and 2 for boat docking (beginning approximately at the point of the stairs to Unit 1), including planters and aggregate concrete; see Exhibit D

Unit 1 and 2 owners jointly

Closet area for Unit 2, accessed off of north concrete sidewalk, including entrance stairs and landing

Unit 2 owner

Entire enclosed area under the Unit 4 entrance landing, including all access ways thereto and filtration/ventilation thereof.

Unit 4 owner

Foundations

Units 1-5 each responsible for 1/5 of all costs.

Units 6-14 (Phase II)

Bearing walls/columns; roofs; attics; exterior walls; party walls; wall studs and all structural elements; and gutters. ALL exterior surfaces "in" are Owner maintenance responsibility. However interior/partition wall studs are individual Unit Owner responsibility.

Units 7 and 8 jointly responsible for the items appurtenant to their units; Units 9 and 10 jointly responsible for the items appurtenant to their units; Units 11 and 12 jointly responsible for the items appurtenant to their units; Units 6, 13, and 14 individually responsible for the items appurtenant to their units.

Foundations

Units 7 and 8 jointly responsible; Units 9 and 10 jointly responsible; Units 11 and 12 jointly responsible; Units 6, 13 and 14 (respectively) individually responsible.

Covered concrete area (lake-side) between Units 13 and 14

Units 13 and 14

Limited Common Area appurtenant to (south, north, and east of) Unit 14 hardscape (e.g. tile patio and stairs). This area is labeled "Limited Common Area Use for Unit 14" on the map attached to the amendment filed of record in Document no. 2015189494 of the Official Public Records of Travis County, Texas.

Unit 14 owner

Insurance

Property/Casualty Insurance for Common Elements and "bare walls" for Units; Flood insurance on Common Elements. HOA insurance duties end at perimeter sheetrock; subfloor (owner insures items attached to interior surfaces of all boundary floors, walls and ceilings). This insurance does not cover finish out, solely the "shell" or "bare walls" of the Units not including finish out.

Association, common expense, assessed in accordance with all 14 unit's % interest per Exhibit A.

Liability insurance for portions of the property other than Units

Association, common expense, assessed in accordance with all 14 unit's % interest per Exhibit A

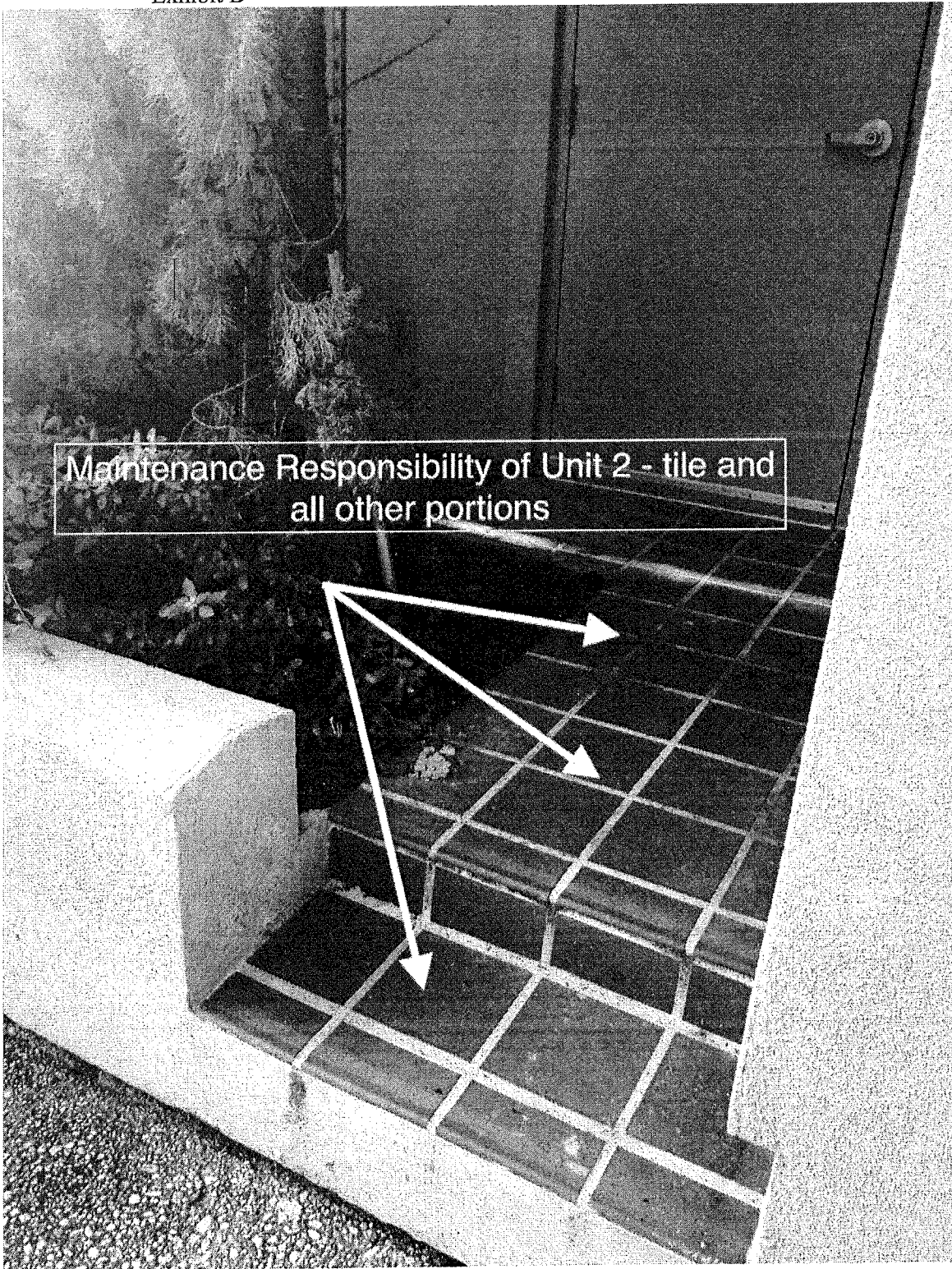
Liability insurance for individual Units

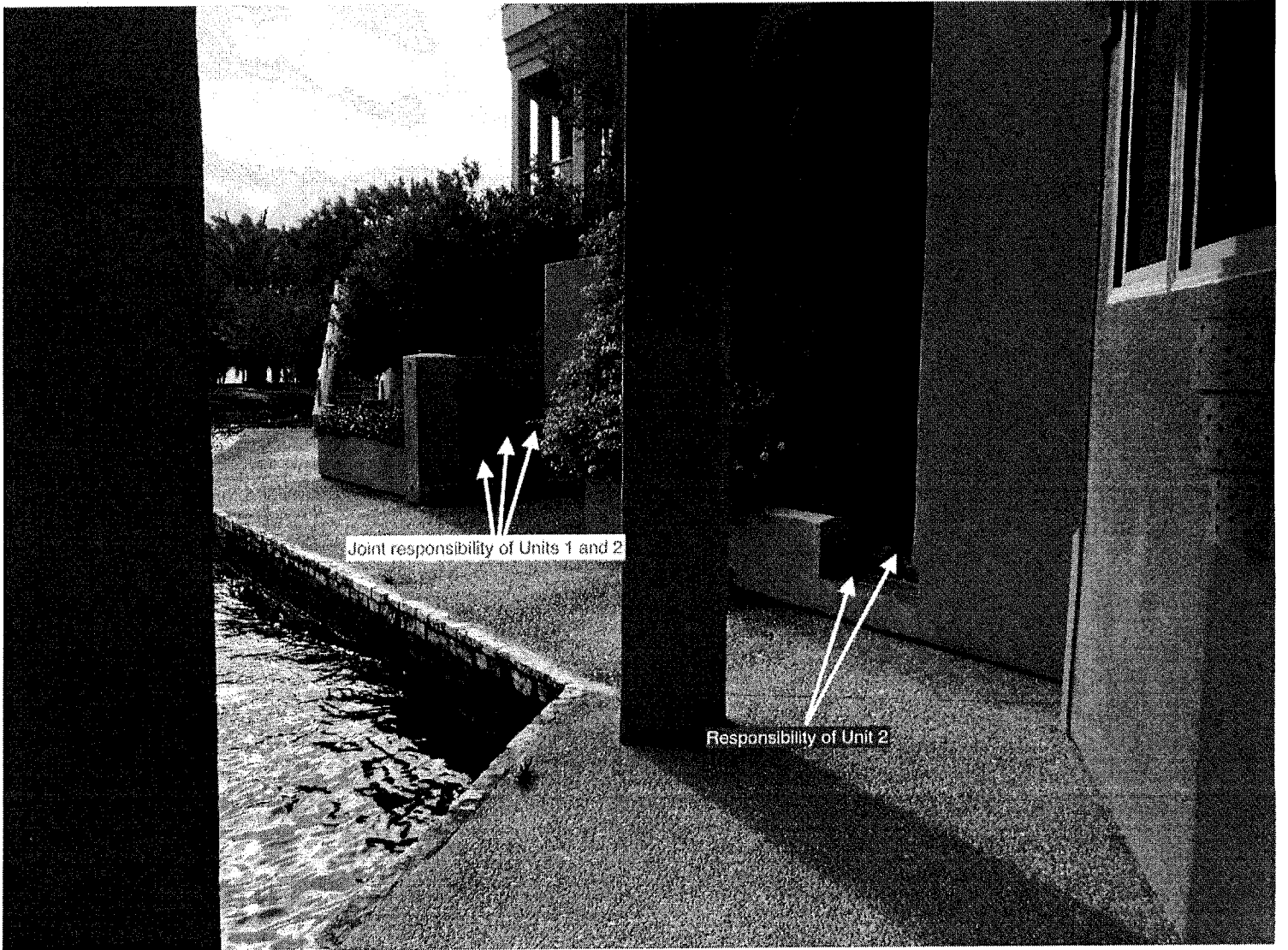
Owner

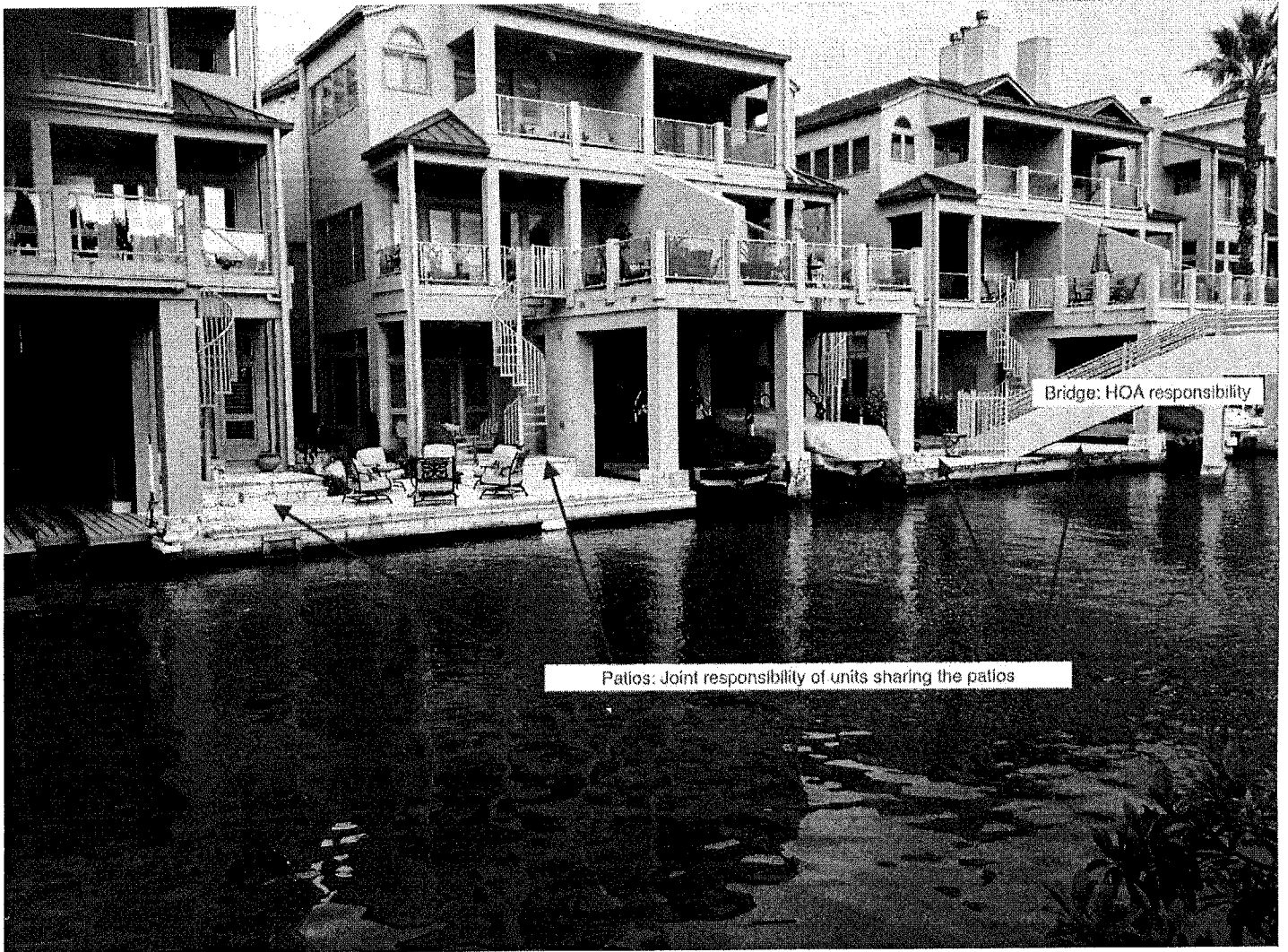
Property/Casualty Insurance for Unit finish out; personal property. Flood insurance on Units.

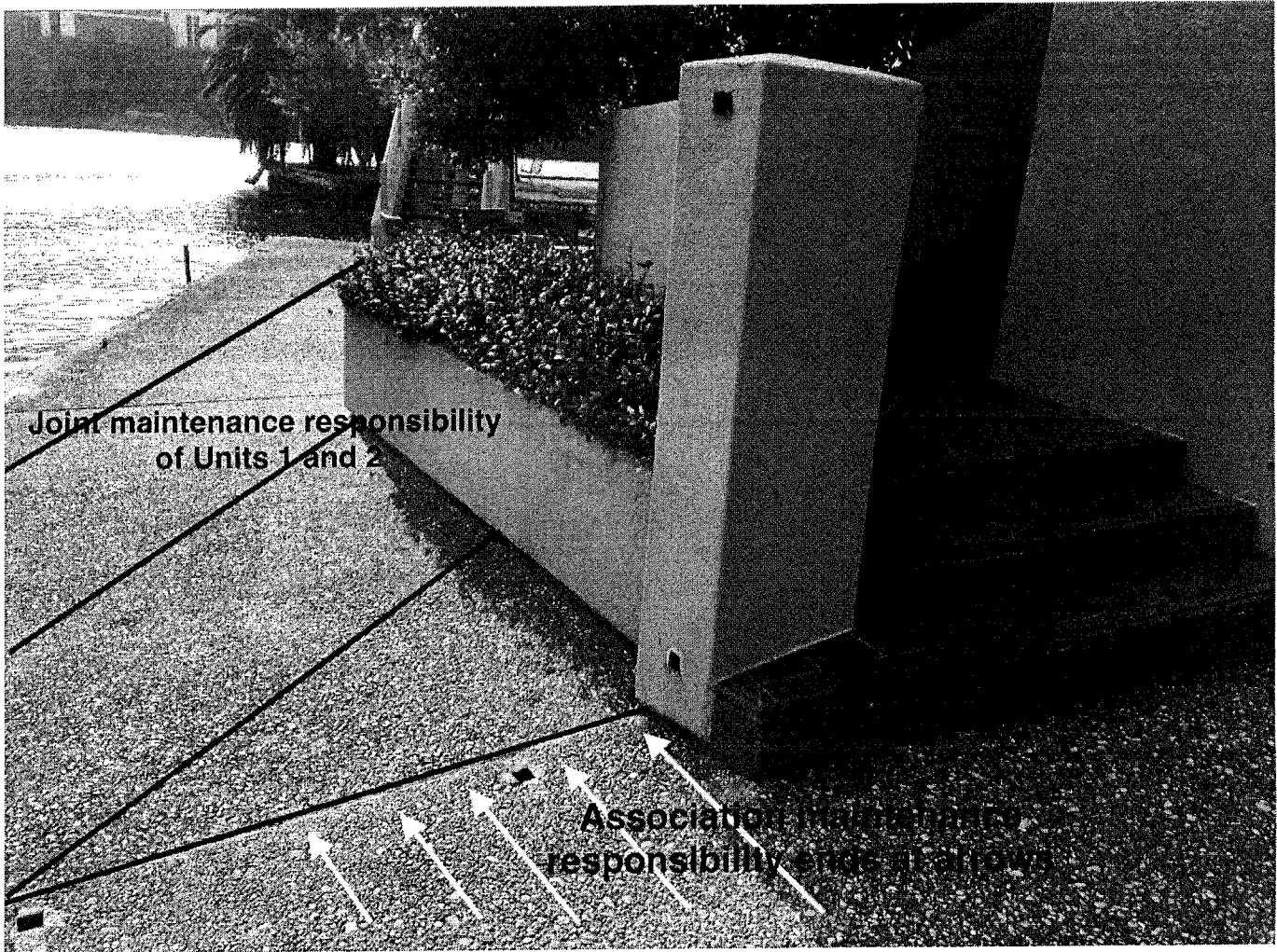
Owner

Exhibit D









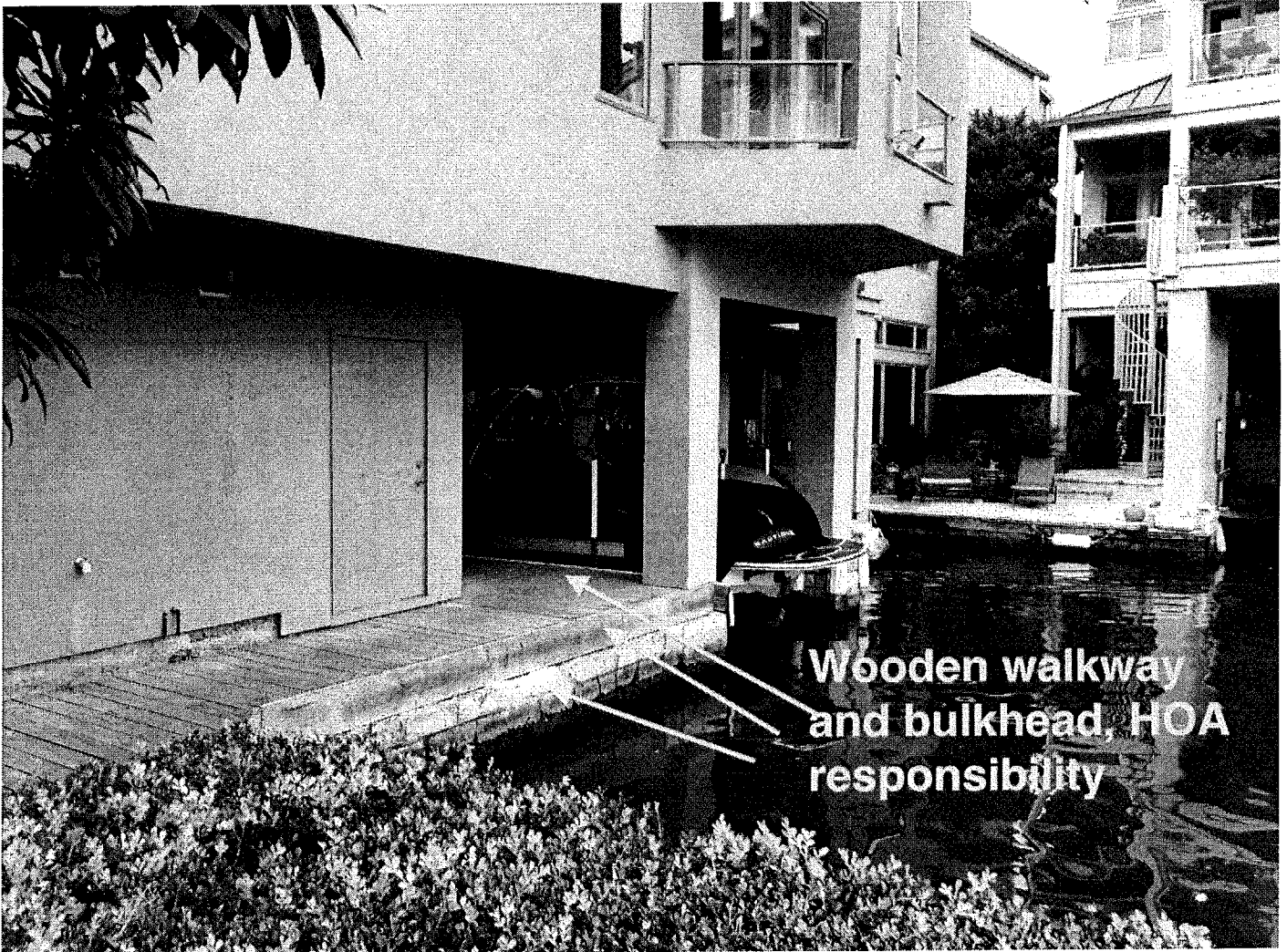
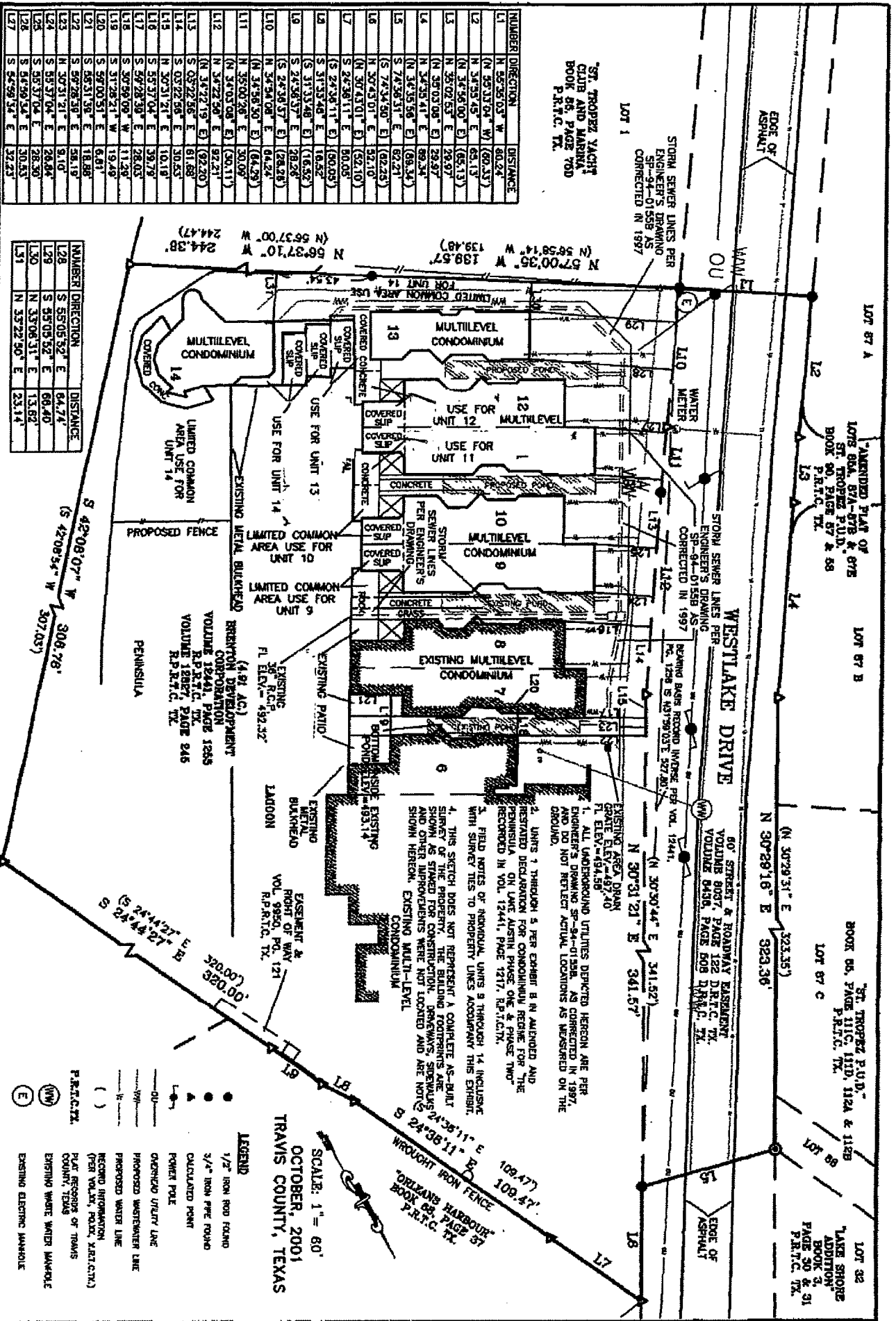


Exhibit E (see next page)



NUMBER	DIRECTION	DISTANCE
L1	N 55°55'03\" W	80.24
L2	N 55°33'04\" W	(80.24)
L3	N 34°35'45\" E	65.13
L4	N 34°56'00\" E	(65.13)
L5	N 30°02'53\" E	28.97
L6	N 30°03'08\" E	29.97
L7	N 34°35'41\" E	69.24
L8	N 34°35'50\" E	(69.24)
L9	S 74°34'50\" E	(82.28)
L10	N 30°43'01\" E	52.10
L11	N 30°43'01\" E	(52.10)
L12	S 24°38'11\" E	80.03
L13	S 24°38'11\" E	(80.03)
L14	S 31°33'48\" E	16.52
L15	S 24°38'11\" E	(16.52)
L16	S 24°38'11\" E	28.28
L17	S 24°38'11\" E	(28.28)
L18	S 24°38'11\" E	04.28
L19	N 34°56'50\" E	(84.28)
L20	N 35°00'28\" E	30.09
L21	N 34°22'50\" E	(30.09)
L22	N 34°22'50\" E	82.21
L23	S 03°22'08\" E	(82.21)
L24	S 03°22'08\" E	81.88
L25	N 03°22'58\" E	30.83
L26	N 03°22'58\" E	(30.83)
L27	S 55°37'04\" E	58.19
L28	S 55°37'04\" E	(58.19)
L29	S 55°37'04\" E	24.84
L30	S 55°37'04\" E	(24.84)
L31	S 42°08'53\" E	244.47
L32	S 42°08'53\" E	(244.47)
L33	S 42°08'53\" E	244.47
L34	S 42°08'53\" E	(244.47)
L35	S 42°08'53\" E	244.47
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L92	S 42°08'53\" E	(244.47)
L93	S 42°08'53\" E	244.47
L94	S 42°08'53\" E	(244.47)
L95	S 42°08'53\" E	244.47
L96	S 42°08'53\" E	(244.47)
L97	S 42°08'53\" E	244.47
L98	S 42°08'53\" E	(244.47)
L99	S 42°08'53\" E	244.47
L100	S 42°08'53\" E	(244.47)

NUMBER	DIRECTION	DISTANCE
L28	S 55°05'52\" E	64.74
L29	S 55°05'52\" E	68.40
L30	N 33°08'31\" E	13.62
L31	N 33°22'50\" E	23.14

LEGEND

- 1/2" IRON ROD FOUND
- 3/4" IRON PIPE FOUND
- CALCULATED POINT
- POWER POLE
- OPENED UTILITY LINE
- PROPOSED WATER LINE
- PROPOSED WASTEWATER LINE
- RECORD INFORMATION (PER TOWN, TOWN SUBJECT)
- PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- EXISTING WATER MARKS
- EXISTING ELECTRIC MARKS

SCALE: 1" = 60'
 OCTOBER, 2001
 TRAVIS COUNTY, TEXAS

LOOMIS AUSTIN

LAND • WATER • PROPERTY

3105 Bee Caves Road, Suite 225, Austin Texas 78746
 Phone: (512) 327-1180; Fax: (512) 327-4062; www.loomisAustin.com

SURVEY PLAT
 PENINSULA ON LAKE AUSTIN
 PHASE ONE AND PHASE TWO
 UNITS 0-14
 EXHIBIT "B"

After recording return to:
Niemann & Heyer LLP
1122 Colorado Suite 313
Austin, TX 78701



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

January 29 2018 03:26 PM

FEE: \$ 146.00 2018013040