CASCADA

COMMUNITY MANUAL

Consisting of:
Initial Rules & Regulations
Maintenance Responsibility Chart
Initial Notice of Finish-Out
Assessment Collection Policy
Fining Policy
Utility Shut-Off Policy
Mold Policy

FOR OWNERS AND RESIDENTS OF CASCADA CONDOMINIUM 3406 MANCHACA ROAD AUSTIN, TEXAS

PROPERTY

Cascada Condominium is located on Lot 1, Block A, Manchaca Courtyard, an addition to the City of Austin, Texas, according to the plat thereof recorded on May 6, 2005, as Document No. 200500120, Official Public Records, Travis County, Texas. It is subject to the Declaration of Cascada Condominium, recorded in the Official Public Records of Travis County, Texas. This Community Manual is to be recorded in the Official Public Records of Travis County, Texas.

Welcome to Cascada

Condominium living combines two major lifestyle values. First is the private ownership, use, and control of real property. Each of our homes in Cascada is owned by an individual who enjoys a degree of autonomy. At the same time, we are in a high-density communal environment that depends on the cooperation and civility of its residents.

One of the hallmarks of condominium ownership is that the owner relinquishes a degree of individual freedom to be part of a residential neighborhood in which decisions are made by the association of owners acting through its elected Board of Directors. At Cascada, the unit owners elect a Board of Directors which, in turn, makes and enforces rules and procedures for the use, operation, and appearance of the property.

Over time, the residents of Cascada may include renters as well as owners, both of whom are valued members of our community. Although our renter residents contract privately with the unit owner, they are subject to the same rules and procedures, with a few exceptions.

The goal of the Board is to preserve, protect, and enhance the quality of life and property values at Cascada. Although all of us may enthusiastically endorse that laudable goal, reasonable people will differ on how to achieve it.

We do not expect every rule and policy to be equally revered by every member of the Cascada community. Some will find the rules too numerous and too strict, others will find them too few and too lax. We do, however, expect all our owners and residents to observe Cascada's rules and policies out of respect for the community as a whole.

The rules, policies, and procedures of Cascada are dynamic and subject to change with the times. The Board encourages owners to participate in the rule-making process by becoming involved with the governance of Cascada. Please attend meetings, serve on committees, make informed choices in electing directors, and volunteer to run for the Board of Directors.

Sincerely,

Board of Directors Cascada Homeowners Association

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INITIAL RULES & REGULATIONS

CASCADA CONDOMINIUM

These INITIAL RULES & REGULATIONS are established by SDI 2005 - Manchaca, Ltd., Declarant of Cascada Condominium, for the benefit of Cascada Homeowners Association (the "Association"). These Community Rules are the "Rules" defined in Article 1 of the Declaration of Cascada Condominium, recorded on September 8, 2005, as Document No. 2005167716, Official Public Records, Travis County, Texas.

These Rules are in addition to the provisions of the Declaration and Bylaws. By owning or occupying a unit, each owner and resident agrees to abide by these Rules and to comply with the obligations of owners and residents under the Declaration and Bylaws of Cascada Condominium.

Words and phrases defined in the Declaration have the same meaning when used in these Rules. In the event of a conflict between Documents, the hierarchy of authority is as follows: Declaration (highest), Bylaws, and these Rules (lowest). The Association's board of directors is empowered to interpret, enforce, amend, and repeal these Rules.

A. COMPLIANCE

- A-1. Compliance. Each owner will comply with the provisions of these Rules, the other Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each owner, additionally, is responsible for compliance with the Documents by the residents of his unit, and his or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "owner" or "resident," each of those terms are deemed to include the other, and applies to all persons for whom an owner or resident is responsible. Again, the owner is ultimately responsible for compliance by all persons using or related to his unit. An owner should contact the Association if he has a question about these Rules.
- A-2. <u>Additional Rules</u>. Each resident must comply with any rules and signs posted from time to time on the Property by the Association, such as those regulating use of recreational facilities. Posted rules are incorporated in these Rules by reference. Each resident must comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Property. Temporary rules are incorporated in these Rules by reference.
- A-3. Right to Enforce. The Association has the right to enforce these Rules against any person on the Property.
- A-4. <u>Waiver</u>. Circumstances may warrant waiver or variance of these Rules. To obtain a waiver or variance, an owner must make written application to the Board. The Board's approval of a waiver or variance must be in writing, and may be conditioned.
- A-5. <u>Limits</u>. These Rules represent standards of conduct and maintenance in a high density community. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related rules, such as the Community Etiquette rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community-wide problem. The Association may

not be compelled by one resident to enforce these Rules against another resident. Residents are expected to deal directly and peaceably with each other about their differences.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. <u>Safety</u>. Each resident is solely responsible for his own safety and for the safety, well-being, and supervision of his guests and any person on the Property to whom the resident has a duty of care, control, or custody.
- B-2. <u>Damage</u>. An owner is responsible for any loss or damage he causes to his unit, other units, the personal property of other residents or their guests, or to the common elements and improvements.
- B-3. <u>Risk Management</u>. An owner may not permit anything to be done or kept in his unit or the common elements that is illegal or that may result in the cancellation of insurance on the Property.
- B-4. Reimbursement for Enforcement. An owner must promptly reimburse the Association for any expense incurred by the Association to enforce the Documents against the owner, his unit, or persons for whom the owner is responsible.
- B-5. Reimbursement for Damage. An owner must promptly reimburse the Association for the cost of damage to the Property caused by the negligent or willful conduct of the owner or persons for whom the owner is responsible.
- B-6. <u>No "Garage" Sales.</u> Without the Board's prior written permission, no person may conduct on the Property a sale or activity that is advertised or attractive to the public, such as "garage" sales, car sales, or estate sales. This section does not apply to marketing the sale or rental of a unit, unless combined with a prohibited activity.

C. OCCUPANCY STANDARDS

- C-1. Recommended Standard. Each owner is encouraged to adopt occupancy policies that are mindful of the rights of other residents of the Property. The Association recommends an occupancy standard that does not exceed two persons per bedroom.
- C-2. <u>Minors</u>. No person under the age of 18 years may occupy a unit unless he lives with a resident who is his parent, legal guardian, or a designee of his parent or legal guardian. Upon request by the Association, an owner will provide satisfactory proof of the ages and relationships among the occupants of his unit.
- C-3. <u>Danger</u>. No unit may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others. (*Taken from the Fair Housing Act.*)
- C-4. Occupancy Defined. Occupancy of a unit, for purposes of these Rules, means occupancy in excess of 30 continuous days or 60 days in any 12-month period.

- C-5. <u>Term of Lease</u>. A unit may be not be leased for hotel or transient purposes. Less than the entire unit may not be leased.
- C-6. <u>Written Leases</u>. Each lease must be in writing. At the Association's request, an owner must give the Board a copy of each lease and lease renewal.

D. GENERAL USE AND MAINTENANCE OF UNIT

- D-1. Residential Use. Each townhome must be used solely for residential use, and may not be used for commercial or business purposes, except as permitted in the Declaration. This restriction does not prohibit a resident from using his townhome for personal, business, or professional pursuits, provided that: (a) the nonresidential use is incidental to the townhome's residential use; (b) the use conforms to applicable laws and ordinances; (c) there is no external evidence of the nonresidential use; and (d) the nonresidential use does not entail visits to the townhome by the public, employees, suppliers, or clients.
- D-2. Annoyance. A resident may not use his townhome in a way that: (a) annoys residents of neighboring townhomes; (b) reduces the desirability of the Property as a residential community; (c) endangers the health or safety of other residents; or (d) violates any law or any provision of the Documents.
- D-3. <u>Maintenance</u>. An owner, at his expense, will maintain his unit and townhome and keep it in good repair.
- D-4. <u>Glass</u>. Each owner, at his expense, must promptly repair and replace any broken or cracked glass in his townhome's windows and doors, regardless of the source of the damage. Replacement glass must conform to the standard for the Property.
- D-5. Patio/Yard/Porch. A resident will maintain his patio, yard, and porch in a clean manner. A resident will take care that the cleaning of his patio, yard, and porch does not annoy or inconvenience other residents. A patio, yard, or porch may not be enclosed or used for storage purposes. If the Board determines that a patio, yard, or porch is unsightly, the Board may give the owner notice of the problem and a reasonable time period in which to correct it, after which the Board may take corrective action at the owner's expense.
- D-6. <u>Private Yards</u>. The use of a fenced yard area is subject to the following. The Board may specify types of plant material that may be installed or permitted to remain, and may require the removal of certain plants. An owner may not change the established drainage pattern without the Board's prior approval. An owner must keep the yard area clean, free of debris, and attractive.
- D-7. <u>Utility Equipment</u>. Each owner, at his expense, will maintain, repair, and replace the water heating and air heating and cooling equipment/system serving his townhome.
- D-8. <u>Combustibles</u>. A resident may not store or maintain, anywhere on the Property -- including within a townhome -- explosives or materials capable of spontaneous combustion.
- D-9. Report Malfunctions. A resident will immediately report to the Board his discovery of any leak, break, or malfunction in any portion of the Property which the Association has a duty to

- maintain. A resident who fails to promptly report a problem may be deemed negligent, in which case the owner may be liable for any additional damage caused by the delay.
- D-10. <u>Emergencies</u>. In case of continuous water overflow, a resident should immediately turn off water and TURN THE SHUT-OFF VALVES BEHIND THE TOILET OR UNDER THE SINK.
- D-11. <u>Cable</u>. A resident who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment. No additional exterior cable lines may be connected to the townhome.
- D-12. <u>Fireplaces</u>. Each fireplace has an artificial gas-fueled log. No material of any kind may be burned in any fireplace other than the artificial log or other device approved by the manufacturer of the fireplace.
- D-13. <u>Pest Control</u>. Each owner and resident is responsible for the prevention, control, and treatment of pests and vermin within his townhome. If an owner fails to control pests that adversely affect other townhomes, the Association, at the owner's expense, may enter and exterminate the townhome, after giving the owner notice of the problem and an opportunity to perform the indicated treatment.
- D-14. Frozen Water Pipes. Some townhomes are constructed with water lines in exterior walls. It is the duty of every owner and resident of such a townhome to protect the water lines from freezing during winter months. Between November 1 and March 25 of any year, no townhome with water lines in exterior walls may be left unheated. During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold. Failure by an owner or resident to monitor the local weather and take appropriate precautions may be deemed negligence.

E. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- E-1. <u>Intended Use</u>. Every area and facility in the Property may be used only for its intended and obvious use. For example, streets, sidewalks, and driveways are used exclusively for purposes of access, not for social congregation or recreation.
- E-2. Grounds. Unless the Board designates otherwise, residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the common elements.
- E-3. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the general common elements, except by the Board or with the Board's prior written consent. Items of personal property found on general common elements are deemed abandoned and may be disposed of by the Board.

F. COMMUNITY ETIQUETTE

F-1. <u>Courtesy</u>. Each resident will endeavor to use his unit and the common elements in a manner calculated to respect the rights and privileges of other residents of the Property.

- F-2. <u>Annoyance</u>. A resident will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other residents or their guests, or the Association's employees and agents.
- F-3. <u>Noise and Odors</u>. Each resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb residents of other townhomes.
- F-4. Reception Interference. Each resident will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.

G. ARCHITECTURAL CONTROL

- G-1. Common Elements. Without the written approval of the Board, an owner or resident may NOT change, remodel, decorate, destroy, or improve the common elements, nor do anything to change the appearance of the common elements, including without limitation the entry door, front porch, windows, garage doors, and driveway, appurtenant to the townhome.
- G-2. <u>Prohibited Acts</u>. A person may not:
 - a. Post signs, notices, or advertisements on the common elements or in a townhome if the sign is visible from outside the townhome.
 - b. Place or hang an object in, on, from, or above any window, interior window sill, balcony or patio that, in the sole opinion of the Board, detracts from the appearance of the Property.
 - c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, patios, or passageways.
- d. Erect or install exterior horns, lights, speakers, or aerials, or cause anything to protrude through an exterior wall or roof.

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- Place decorations on the general common elements.
- f. Enclose or cover a patio, deck, or yard area.
 - g. Install or construct a storage shed or any other improvement in a yard area if visible from another townhome, a common element, or a street.
- G-3. <u>Satellite Dishes</u>. Exterior satellite dishes of less than 1 meter in diameter and receiving antennas are permitted in the fenced yards below the height of the fence or as permitted by the Association's guidelines for satellite dishes and antennas.
- G-4. Window Treatments. An owner MAY install window treatments inside his townhome, provided:
 - a. The window treatment, including drapes, blinds, shades, or shutters, must appear to be clear or white when viewed from outside the townhome.

- b. Aluminum foil and reflective window treatments are expressly prohibited.
- Window treatments must be maintained in good condition, and must be removed or C. replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion The state of the s of the Board. 304 345 m. m

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- Window Mullions. Mullions originally installed in the windows to create a "pane" effect may not G-5. be removed except temporarily for cleaning or repair.
- G-6. Board Approval. To obtain the Board's written consent for an alteration or modification, an owner must comply with the architectural control requirements of the Declaration. An applicant may not rely on verbal assurances of an Association manager, director, or officer.

H. VEHICLE RESTRICTIONS

- Permitted Vehicles. To be permitted on the Property, a vehicle must be operable, and must H-1. display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles.
- H-2. Gate Transmitters. Admittance to the Property requires use of a gate transmitter and/or personal code, which the Association issues to owners. An owner may assign his transmitter or code to his tenant, but to no other person, by registering the assignment with the Association. An owner loses his right to use the transmitter or code during the period of assignment. Any person in possession of a transmitter or code will, upon request, produce a valid driver's license or other picture identification. Any transmitter found in the possession of a person who is not the owner or the registered assignee may be confiscated.
- H-3. Repairs. Repairs, restoration, or maintenance of vehicles is prohibited on driveways, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- H-4. Nuisances. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Property is discouraged. No vehicle may be kept on the Property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.
- Garages & Driveways. A resident may use his garage solely for the parking of operable vehicles. H-5. No garage may be enclosed or used for any purpose that prevents the parking of two automobiles. Garage doors must be kept closed at all times, except when entering or exiting. Driveways may not be used for storage of vehicles or other items. A car should not be parked overnight on a driveway unless two cars are parked in the garage.
- Violations. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or H-6. otherwise removed from the Property by the Board, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

I. TRASH DISPOSAL

Resident will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Association or by the city for that purpose. Resident may NOT litter common elements. Resident may NOT store trash inside or outside his townhome in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Resident will place trash entirely within the designated receptacle, and may NOT place trash outside, next to, or on top of the receptacle. If a receptacle is full, resident should locate another receptacle or hold his trash. Boxes and large objects should be crushed or broken down before placed in a receptacle. Receptacles are to be closed at all times when not in use. Resident must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

J. PETS

- J-1. <u>Subject to Rules</u>. A resident may not keep or permit on the Property a pet or animal of any kind, at any time, except as permitted by these Rules and the Documents.
- J-2. <u>Permitted Pets</u>. Subject to these Rules, a resident may keep in his townhome customary domesticated housepets, such as domesticated dogs, cats, caged birds, and aquarium fish, provided there are not more than two cats, or two dogs, or one cat and one dog.
- J-3. <u>Prohibited Animals</u>. No resident may keep a dangerous or exotic animal, pit bull terrier, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. No animal or housepet may be kept, bred, or maintained for any commercial purpose or for food.
- J-4. <u>Indoors/Outdoors</u>. A permitted pet must be maintained inside the townhome, and may not be kept in a fenced yard area, except as permitted below. No pet is allowed on general common elements unless carried or leashed. No pet may be leashed to a stationary object on the common elements.
- J-5. <u>Limited Dog Privilege</u>. Dogs may be kept in fenced yards only if they do not disturb or annoy people on the Property. The Board is the sole arbiter of what constitutes a disturbance or annoyance. If the Board determines that a dog disturbs people, the Board may permanently revoke the privilege of keeping the dog in the fenced yard. Thereafter, the dog must be maintained inside the townhome. This privilege may be extended to a cat that is physically incapable of climbing the fence or leaving the fenced yard.
- J-6. <u>Disturbance</u>. Pets must be kept in a manner that does not disturb another resident's rest or peaceful enjoyment of his townhome or the common elements. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
- J-7. <u>Damage</u>. Resident is responsible for any property damage, injury, or disturbance his pet may cause or inflict. A resident who keeps a pet on the Property is deemed to indemnify and agrees to hold harmless the Board, the Association, and other owners and residents, from any loss, claim, or liability of any kind or character whatever resulting from any action of his pet or arising by reason of keeping or maintaining the pet on the Property.

MOLD POLICY CASCADA CONDOMINIUM

I. RECITALS

- A. <u>Background</u>. Because of extensive news coverage in recent years relating to mold, the public and the insurance industry have a heightened awareness of and sensitivity to anything pertaining to mold. In a condominium context, the mold issue has numerous facets. Like many other maintenance issues, the community of owners must know where to draw the line between the Association's responsibility and the owner's responsibility. The purpose of this policy is to help draw that line.
- B. <u>Mold Information</u>. In adopting this policy, the Association relies on information about mold obtained from government sources, including the "Indoor Air Mold" website sponsored by the U. S. Environmental Protection Agency at www.epa.gov/mold. On the date of this policy, the first page of the website contains this information:

The key to mold control is moisture control. It is important to dry water damaged areas and items within 24-48 hours to prevent mold growth. If mold is a problem in your home, clean up the mold and get rid of the excess water or moisture. Fix leaky plumbing or other sources of water. Wash mold off hard surfaces with detergent and water, and dry completely. Absorbent materials (such as ceiling tiles & carpet) that become moldy may have to be replaced.

- C. Owner/Resident Duty. Because the Association does not have continual access to the individually owned units, the Association relies on owners and residents to control the moisture levels in their units, and to promptly identify and report water leaks and water penetrations in their units. That a unit is vacant or occupied by a person other than the owner does not relieve the owner from fulfilling his obligations to the Association and to the owners of units that adjoin his own. Although the resident, if not the owner, may perform the obligations, the owner is ultimately responsible if the non-owner resident fails or refuses to perform.
- D. <u>Insurance</u>. On the date of this policy, property insurance available to the Association does not include coverage of mold at a price that is affordable for the Association. An owner who wants insurance against mold is advised to purchase mold coverage as part of his homeowners insurance policy.
- E. <u>Mold Reminders</u>. Mold spores are a natural component of our environment. Mold spores are everywhere in the outside air and inside of units. In addition to air-borne mold, visible surface mold is a common occurrence in wet areas, such as showers. Air quality tests for mold are capable of being unreliable as determinates of a health problem.

II. RULES

1. <u>Inspect for Surface Mold</u>. Each resident and owner will regularly inspect his entire unit (including inside closets and cabinets, and behind furniture and appliances) and the appurtenant limited common elements for visible surface mold and will promptly remove same using procedures recommended by an appropriate source, such as the U. S. Environmental Protection Agency

(www.epa.gov). Similarly, the resident and owner will be alert to odors associated with mold, and will try to locate the source of such odor when detected.

- 2. <u>Inspect for Water Leaks</u>. Each resident and owner will regularly inspect his entire unit (including inside closets and cabinets, and behind furniture and appliances) and the appurtenant limited common elements for leaks, breaks, or malfunctions of any kind that may emanate from or cause damage to the common elements or another unit. When possible, such inspection will be performed after rains when leaks from wind-driven rain are most likely to be evident. Typical indicators of water penetration problems include water leaks around windows, doors, flues, and vents; standing water on a floor; water stains on ceilings and walls.
- 3. <u>Monitor Water Appliances</u>. Each owner is responsible for the inspection, maintenance, repair, and replacement of all water-using appliances and fixtures in the unit, such as dishwashers, washing machines, ice-makers, toilets, air conditioning drip pans, and shower pans. The owner is solely responsible for any water damage to his unit, another unit, or the common elements coming from the appliances and fixtures in his unit, regardless of the nature or exact location of the water source.
- 4. Report. A resident or owner will promptly report to the Association his discovery of any leak, break, or malfunction in any portion of his unit or the adjacent common elements for which the Association has a maintenance responsibility. The origin of a water leak can be difficult to locate and may require repeated attempts to repair. The failure of the Association or its contractors to effectively stop a water leak on the first repair attempt is not uncommon and must not dissuade a resident or owner from re-reporting the leak on its next occurrence. The failure by an owner or resident to promptly report a water leak or water penetration problem may be deemed negligence, thereby making the resident or owner liable for any additional damage caused by the delay.
- 5. <u>Mitigate</u>. To mitigate damage from water leaks and penetrations, and to discourage mold, the resident or owner of a unit that experiences a water leak or penetration must promptly dry, clean, and disinfect the wet area. If the water penetration is inside a wall cavity or above a ceiling, it may be necessary to cut a hole in the wall or ceiling to circulate air that will dry the wet materials. If the wall or ceiling cavity that holds water is a common element, the Association will pay the cost of repairing the sheetrock, notwithstanding the Sheetrock Section in the Declaration.
- 6. <u>Humidity</u>. To discourage mold in his unit, the owner or resident should maintain an inside humidity level under 60 percent. If condensation or moisture collects on windows, walls or pipes, the owner or resident should promptly dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.
- 7. <u>Negligence</u>. The failure to promptly and properly repair a water-related problem in the Unit may be deemed negligence by the owner, who may be liable for any additional damage caused by the failure or the delay.
- 8. <u>Information</u>. For more information about mold, please consult a reliable source, such as "A Brief Guide to Mold, Moisture, and Your Home" a brochure published by the U. S. Environmental Protection Agency, which is available on its website at www.epa.gov/mold.

CASCADA COMMUNITY MANUAL

CERTIFICATION & ACKNOWLEDGMENT

As the Declarant of Cascada Condominium, I certify that the foregoing Cascada Community Manual was adopted by the board of directors of Cascada Homeowners Association for the benefit of the Association as part of the initial project documentation for Cascada Condominium, located at 3406 Manchaca Road in Austin, Texas. This Community Manual becomes effective when recorded.

SIGNED on this 25 day of January 2006.

SDI 2005 - MANCHACA, LTD., a Texas limited partnership

By: SPICEWOOD DEVELOPMENT, INC., a Texas corporation, its general partner

By: Randall M. Ziehe, President

THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 600 day of January 2006 by Randall M. Ziehe, President of Spicewood Development, Inc., a Texas corporation, on behalf of said corporation in its capacity as general partner of SDI 2005 - Manchaca, Ltd., a Texas limited partnership, on behalf of the limited partnership.

SUE FITZPATRICK

Notary Public, State of Texas

My Commission Expires 06-10-06

otary Public, The State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Ms. Sharon Reuler • SETTLEPOU ➤ Attorneys 3333 Lee Parkway, Eighth Floor Dallas, Texas 75219