



**NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR
SPICEWOOD POINT TOWNHOMES OWNER ASSOCIATION,
INC.**

STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SPICEWOOD POINT TOWNHOMES OWNER ASSOCIATION, INC is made this 7th day of March 2000 by SPICEWOOD POINT TOWNHOMES OWNER ASSOCIATION, INC (the "Association")

WITNESSETH:

WHEREAS, SPICEWOOD ASSOCIATES prepared and recorded an instrument entitled CONOMINIUM DECLARATION FOR SPICEWOOD POINT TOWNHOMES recorded on October 15, 1982, Volume 8131, Page 863-937 of the Deed Records of TRAVIS County, Texas (the "Declaration") and any amendments or additions thereto,

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, Section 202 006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records in which the planned development is located, and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of TRAVIS County, Texas, pursuant to and in accordance with Section 202 006 of the Texas Property Code

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibit "B" are true and correct copies of the originals and are hereby filed of record in the real property records of TRAVIS COUNTY, Texas, in accordance with the requirements of Section 202 006 of the Texas Property Code

NOTICE OF FILING OF
DEDICATORY INSTRUMENTS – PAGE 1

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first written above

ASSOCIATION: SPICEWOOD POINT TOWNHOMES OWNER ASSOCIATION, INC
A Texas corporation

By *John Carona*
John Carona, Chairman
Alliance Association Management, Inc
Its Managing Agent

ACKNOWLEDGMENT

STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared John Carona, Chairman, Alliance Association Management, Inc, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said corporation

SUBSCRIBED AND SWORN TO BEFORE ME on this 7th Day of March 2000

Wanda Finney
Notary Public, State of Texas
2/5/03
My Commission Expires

AFTER RECORDING, RETURN TO:
ALLIANCE ASSOCIATION MANAGEMENT
3355 Bee Caves Rd. #510
Austin Texas, 78746
(512) 328-6100

NOTICE OF FILING OF
DEDICATORY INSTRUMENTS - PAGE 2

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EXHIBIT "A"

PROPERTY DESCRIPTION FOR SPICEWOOD POINT TOWNHOMES OWNER ASSOCIATION, INC.

SPICEWOOD POINT TOWNHOMES containing 53 UNITS/ lots according to the recorded map or plat thereof, filed in Volume 8131, Page(s) 919-920 of the Map Records of TRAVIS COUNTY, Texas, and any other additions which are subsequently annexed thereto and made subject to the authority of the Association.

EXHIBIT "B"

**RECORD OF DEDICATORY INSTRUMENTS FOR
SPICEWOOD POINT TOWNHOMES OWNER ASSOCIATION,
INC.
PURSUANT TO PROPERTY CODE §202.006**

1. ARTICLES OF INCORPORATION OF THE SPICEWOOD TOWNHOMES OWNERS ASSOCIATION, INC.
2. BY-LAWS OF THE SPICEWOOD POINT TOWNNHOMES OWNERS ASSOCIATION, INC.
- 3 RULES AND REGULATIONS
- 4.
- 5.
- 6

ARTICLES OF INCORPORATION
OF
SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

FILED
In the Office of the
Secretary of Texas
NOV 01 1982
Clerk C
Corporations Section

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a corporation (hereinafter called the "Corporation") under the Texas Non-Profit Corporation Act (hereinafter called the "Act") do hereby adopt the following Articles of Incorporation for such Corporation.

ARTICLE I

NAME

The name of the Corporation is SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.

ARTICLE II

NON-PROFIT CORPORATION

The Corporation is a non-profit corporation.

ARTICLE III

DURATION

The period of the duration of the Corporation is perpetual.

ARTICLE IV

PURPOSES AND POWERS

1. The Corporation does not contemplate pecuniary gain or profit to the Members thereof, and its specific and primary purpose is to provide for the preservation and maintenance of a Condominium Project, as provided in the Condominium Declaration of SPICEWOOD POINT TOWNHOMES (hereinafter referred to as the "Declaration"), located in Travis County, Texas.
2. The general purposes and powers are
 - a. To promote the common good, health, safety and general welfare of the residents within the Property,
 - b. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation arising from the Declaration applicable to the Property, as amended from time to time, and recorded or to be recorded in the Condominium Records in the Office of the County Clerk of Travis County, Texas,

the Declaration being incorporated herein by reference for all purposes,

c. To enforce applicable provisions of the Declaration, By-Laws, any rules and regulations of the Corporation and any other instrument for the management and control of the Property,

d. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to contract for and pay all expenses in connection with the maintenance, gardening, utilities, materials, supplies and services relating to the Common Elements (as defined in the Declaration) and facilities, to employ personnel reasonably necessary for administration and control of the Common Elements, including lawyers and accountants where appropriate, and to pay all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Property,

e. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Corporation under the Act may now or hereafter have or exercise,

f. To acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation,

g. To borrow money, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the Declaration limitations; and

h. To act in the capacity of principal, agent, joint venturer, partner or otherwise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference to or interference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Corporation shall not be except to any substantial

degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Corporation

ARTICLE V

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Corporation is 10,000 I H 10, Suite 416, San Antonio, Texas 78230 and the name of the initial registered agent at such address is Joel E. Austin.

ARTICLE VI

INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is five (5), and the names and addresses of the persons are

<u>NAME</u>	<u>ADDRESS</u>
Joel E. Austin	10,000 I H. 10, Suite 416 San Antonio, Texas 78230
Adrian G. Huggins	10,000 I H. 10, Suite 416 San Antonio, Texas 78230
David E. Morris	10,000 I.H 10, Suite 416 San Antonio, Texas 78230
Dick E. Simmons	3415 Greystone, #307 Austin, Texas 78731
James K. Walker	10,000 I H. 10, Suite 416 San Antonio, Texas 78230

ARTICLE VII

INCORPORATORS

The name and street address of each incorporator is

<u>NAME</u>	<u>ADDRESS</u>
Joel E. Austin	10,000 I.H. 10, Suite 416 San Antonio, Texas 78230
Adrian G. Huggins	10,000 I H 10, Suite 416 San Antonio, Texas 78230
David E. Morris	10,000 I H 10, Suite 416 San Antonio, Texas 78230

ARTICLE VIII

MEMBERSHIP

The authorized number of and qualifications for membership in the Corporation along with the appurtenant voting rights and other privileges due Unit Owners in the Condominium Project shall be as set out in the Declaration. Every person or entity who is a record Owner of a fee or undivided fee interest in any Unit which is subject to the Declaration,

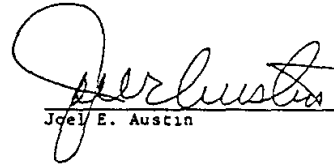
including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Corporation.

ARTICLE IX

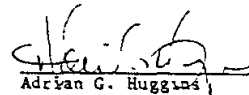
DISSOLUTION

The Corporation may be dissolved in accordance with the limitations set out in the Declaration. The Corporation is one which does not contemplate pecuniary gain or profit to the Members thereof, and it is organized solely for non-profit purposes. In the event of liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, the Directors shall dispose of the Property and assets of the Corporation in such manner as they, in the exercise of their discretion (as set out in the Declaration), deem appropriate, provided, however, that such disposition shall be exclusively in the furtherance of the object and purposes for which the Corporation is formed, and shall not accrue to the benefit of any Director of the Corporation or any individual having a personal or private interest in the affairs of the Corporation or any organization which engages in any activity in which the Corporation is precluded from engaging.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of October, 1982, A.D.



Joel E. Austin



Adrian G. Huggins




David E. Morris

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that on this 15th day of October, 1982, A.D., personally appeared before me Joel E. Austin, Adrian G. Huggins and David E. Morris, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as Incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.



Notary Public in and for
The State of Texas

My Commission expires

March 24, 1986



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION

OF

SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.
CHARTER NUMBER 623217

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE
CORPORATION, DULY SIGNED AND VERIFIED HAVE BEEN RECEIVED IN THIS
OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE AND BY
VIRTUE OF THE AUTHORITY VESTED IN HIM BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE
ARTICLES OF INCORPORATION.

DATED NOV. 1, 1982



David G. Dean
Secretary of State

BY-LAWS
OF
SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

Travis County, Texas

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 (A Texas Non-Profit Corporation)

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BY-LAWS
OF
SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

ARTICLE I

NAME

1.1 NAME. The name of the organization shall be SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE. The purpose for which this non-profit Association is formed is to govern the Condominium Property situated in the County of Travis, State of Texas, which Property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been submitted to a Regime according to the provisions of the Condominium Act of the State of Texas.

2.2 OWNER OBLIGATION. All present or future owners, tenants, future tenants or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Condominium Units (hereinafter referred to as "Units") of the Project or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III

DEFINITIONS AND TERMS

3.1 MEMBERSHIP. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with SPICEWOOD POINT TOWNHOMES during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member

arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card per Unit to the Owner(s) of a Condominium Unit. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon is terminated.

3.2 VOTING. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is fifty-three (53). The combined weighted votes calculated in accordance with Exhibit "C" to the Condominium Declaration for SPICEWOOD POINT TOWNHOMES shall equal one hundred percent (100%).

3.3 MAJORITY OF UNIT OWNERS. As used in these By-Laws the term "majority of Unit Owners" shall mean those Owners with fifty-one percent (51%) of the votes entitled to be cast.

3.4 QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Unit Owners" as defined in Paragraph 3.3 of this Article shall constitute a quorum.

3.5 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV

ADMINISTRATION

4.1 DECLARANT CONTROL. Notwithstanding any provision herein to the contrary, and in accordance with Paragraphs 4.2 and 4.3 of the Condominium Declaration for SPICEWOOD POINT TOWNHOMES, the Declarant, SPICEWOOD ASSOCIATES, a Texas general partnership, shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Unit Owners and any First Mortgagees of record and for the purpose of insuring both a complete and orderly buildout and a timely sellout of the Project Units. This control shall last no longer than June 1, 1985, or upon sale of seventy-five percent (75%) of the Units, or when in the sole opinion of the Declarant the Project is viable, self-supporting and operational.

4.2 ASSOCIATION RESPONSIBILITIES. The Owners of the Units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Condominium Project through a Board of Directors.

4.3 PLACE OF MEETINGS All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

4.4 ANNUAL MEETINGS Annual meetings shall be held the third (3rd) Tuesday of January each year. The first (1st) annual meeting shall be called by Declarant after the end of the Declarant Control Period.

4.5 SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least one-tenth (1/10) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

4.6 NOTICE OF MEETINGS. The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to his last known post office address, as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than twenty (20) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at his residence in his absence. If requested, any Mortgagee of record or its designee may be entitled to receive similar notice.

4.7 ADJOURNED MEETING If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4.8 ORDER OF BUSINESS. The order of business at all meetings of the Owners of Units shall be as follows

a Roll call

- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting
- d. Reports of officers
- e. Reports of committees.
- f. Election of Directors.
- g. Unfinished business.
- h. New business

ARTICLE V

BOARD OF DIRECTORS

5.1 NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by a Board of Directors composed initially of five (5) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit.

<u>NAME</u>	<u>ADDRESS</u>
Joel E. Austin	10,000 I H 10, Suite 416 San Antonio, Texas 78230
Adrian G Huggins	10,000 I.H. 10, Suite 416 San Antonio, Texas 78230
David E. Morris	10,000 I H. 10, Suite 416 San Antonio, Texas 78230
Dick E. Simmons	3415 Greystone, #307 Austin, Texas 78731
James K. Walker	10,000 I H. 10, Suite 416 San Antonio, Texas 78230

5.2 POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Condominium Project. The Board of Directors may do all such acts and things that are not by these By-Laws or by the Condominium Declaration for SPICEWOOD POINT TOWNHOMES directed to be exercised and done by the Owners.

5.3 OTHER POWERS AND DUTIES. The Board of Directors shall have the following duties

- a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Condominium Declaration.
- b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Condominium Project. (A copy of such rules and regulation shall be

delivered or mailed to each Member promptly upon the adoption thereof.)

c. To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire Premises.

d. To insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Declaration. Further to obtain and maintain comprehensive liability insurance covering the entire Premises in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damages, plus a One Million Dollar (\$1,000,000.00) umbrella policy. To insure and keep insured all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Condominium Units and their First Mortgagees.

e. To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners, and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to provisions of the Declaration, to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional capital expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Declaration and these By-Laws.

g. To protect and defend the entire Premises from loss and damage by suit or otherwise.

h. To borrow funds in order to pay for any required expenditure or outlay, to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the Common Elements.

i. To enter into contracts within the scope of their duties and power.

j. To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.

k. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Unit, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgagee of a Unit, on request, within ninety (90) days following the fiscal year end of the Project.

l. To meet at least once each quarter.

m. To designate the personnel necessary for the maintenance and operation of the General and Limited Common Elements.

n. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of Condominium ownership.

5.4 ELECTION AND TERM OF OFFICE. At the first (1st) annual meeting of the Association the term of office of two (2) of the Directors shall be fixed for one (1) year, the term of office of two (2) of the Directors shall be fixed at two (2) years, and the term of office of the remaining one (1) Director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first (1st) meeting

5.5 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.7 ORGANIZATION MEETING. The first (1st) meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

5.8 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.10 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 BOARD OF DIRECTOR'S QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from

time to time At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

5.12 FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds The premium on such bonds shall be paid by the Association.

ARTICLE VI

OFFICERS

6.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors.

6.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

6.3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

6.4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.

6.5 VICE PRESIDENT. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

6.6 SECRETARY.

a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the

Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of the Secretary

b. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall show opposite each Member's name, the number of Members living in the Unit, the parking space, and storage space assigned for use in connection with such Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors, including authority to: sign all checks and promissory notes of the Association, keep proper books of account, cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members, and perform all other duties assigned to him by the Board of Directors.

ARTICLE VII

MANAGEMENT CONTRACT

7.1 MANAGEMENT COMPANY. The Board of Directors shall enter into a management agreement with a management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and these By-Laws, the management company shall have, but shall not be limited to, the following functions, duties and responsibilities

a. Fiscal Management.

(1) Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements. It is further used for comparison with actual monthly income and expenditure

(2) Prepare five (5)-year sinking fund reserve budget projection for capital expenditures on items recurring only periodically, i e., painting, etc., for Common Elements.

(3) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

(4) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10% above or below the budgeted amount), prepare explanations of variations from budgeted figures. Suggest corrective recommendations, if applicable.

(5) Collect maintenance fees and special assessments, deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.

(6) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

(7) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.

(8) Prepare year-end statement of operations for Owners.

b Physical Management.

(1) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors.

(2) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., as approved in operating budgets.

(3) Select, train and supervise competent personnel, as directed by the Board.

(4) Compile, assemble and analyze data, and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work, maintain close and constant inspection to insure that work is performed according to specifications.

(5) Perform any other projects with diligence and economy in the Board's best interests.

c. Administrative Management.

(1) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.

(2) Obtain and analyze bids for insurance coverage specified in By-Laws, recommend modifications or additional coverages. Prepare claims when required and follow up on payment, act as Board's representative in negotiating settlement.

(3) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-Resident-Owner relationships.

(4) Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.

(5) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workman's Compensation Laws.

(6) Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.

(7) Represent an absentee Owner when requested.

(8) Administer the Condominium Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 INDEMNIFICATION. The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses, provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for SPICEWOOD POINT TOWNHOMES as a Member or Owner of a Condominium Unit covered thereby.

ARTICLE IX

OBLIGATIONS OF THE OWNERS

9.1 ASSESSMENTS. All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit Owner in and to the Common Elements and shall be due monthly in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

9.2 GENERAL.

a. Each Owner shall comply strictly with the provisions of the Condominium Declaration for SPICEWOOD POINT TOWNHOMES

b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built

9.3 USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

9.4 DESTRUCTION OR OBSOLESCENCE Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney In Fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as is provided in Paragraph 6.1 of the Condominium Declaration

ARTICLE X

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

10.1 BY-LAWS.

a. After relinquishment of Declarant control of the Association, as set forth in Article IV, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least sixty-six and two-thirds percent (66-2/3%) of the aggregate interest of the undivided Ownership of the Common Elements except for those amendments provided for in Article VIII of the Declaration, which shall require the approval of Owners and Mortgagees as provided therein. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

b. Until relinquishment of Declarant control of the Association, these By-Laws may be unilaterally amended by the Declarant to correct any clerical or typographical error or omission, or to change any provision to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

ARTICLE XI

MORTGAGES

11.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association through the President of the Association giving the name and

ARTICLE XV

EXECUTION OF INSTRUMENTS

15.1 AUTHORIZED AGENTS. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President and the Secretary of the Association.

ARTICLE XVI

CORPORATE SEAL

16.1 CORPORATE SEAL. The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association.

ARTICLE XVII

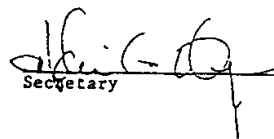
DEFINITIONS OF TERMS

17.1 DEFINITIONS OF TERMS. The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration for SPICEWOOD POINT TOWNHOMES, as the same may be amended from time to time, recorded in the office of the County Clerk of Travis County, Texas.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC., a Texas non-profit corporation, as adopted by the initial Board of Directors at its organization meeting on the 15th day of October, A.D., 1982.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the 15th day of October, A D., 1982.


Secretary

SPICEWOOD POINT HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS

1 LIVING UNIT EXTERIORS

- 1) Unit entry areas, front doors, and windows visible from common areas shall be reasonably clean and neat, and in good repair
- 2) No structural or otherwise "affixed" additions or changes (such as awnings, storm doors, TV antennas, etc) shall be allowed except as approved by the Board of Directors prior to installation
- 3) Balconies and patios visible from common areas or from the street shall be reasonably clean and uncluttered; railings and fences shall not be used to hang towels, rugs, etc
- 4) By City Ordinance, no grills are allowed on balconies or patios, beneath an overhang, or within five feet of the building Violation of this ordinance can result in a fine of \$500.00
- 5) Window coverings visible from common areas or street shall be of a neutral or light color
- 6) Signs advertising a unit's availability for sale, rent or lease shall be displayed in only one window of the unit, and with prior consent of the Board or Management Company Such signs shall be no larger than two feet by two feet.

2 COMMON AREAS FIXTURES AND FURNISHINGS

- 1) No one other than authorized personnel shall adjust, repair or otherwise physically alter equipment such as sprinklers, pool supplies and controls, lights, etc. Homeowners shall notify maintenance personnel or the Management Company when problems occur
- 2) Pool furniture shall not be removed from the pool area, or used for any purpose except that for which it is designed
- 3) Plants shall not be removed, altered, or planted without prior consent of the Board
- 4) Personal notices (Lost & Found, For Sale, etc) posted on the mailbox kiosk shall be no larger than 4" X 6" inches and shall be displayed for no longer than two weeks Homeowners and residents only shall be allowed to post notices

3 POOL AND HOT TUB

- 1) Adult pool and hot tub users shall be responsible for their own safety NO LIFEGUARD IS PROVIDED AT ANY TIME
- 2) Children under the age of 14 in or around the pool or hot tub area shall be under the constant supervision of an adult, who shall bear total responsibility for the safety and conduct of the children in their care
- 3) Hours for pool and hot tub use shall be 6 00 a m to 11 00 p m
- 4) Guests shall be allowed the use of the pool and/or hot tub only when accompanied by a resident. (Number of guest should be limited so as not to detract from others' enjoyment of the area)
- 5) No glass containers shall be allowed anywhere in the pool/hot tub area
- 6) Nothing shall be taken or allowed in the pool except items specifically designed for pool use, such as floats and swimming aids
- 7) No activity including "play" shall be allowed in or around the pool/ hot tub area which is potentially harmful to or disturbing to persons or property DIVING SHALL NEVER BE ALLOWED

4 VEHICLES

- 1) Residents shall be allowed no more than two vehicles on the property per living unit at any time except as permitted by prior variance from the Board of Directors.
- 2) Residents shall at no time park in assigned spaces other than their own, except by prior mutual agreement between themselves and the rightful designees for the spaces.
- 3) Residents shall inform all visitors, including repair and service persons that they are to park ONLY IN UNCOVERED PARKING SPACES Guest parking shall not exceed a 48-hour period
- 4) Parking shall at no time be allowed where prohibited by curb marking, or in any other place that would restrict residents' access and use of their living units or vehicles
- 5) Maximum speed limit shall be 15 mph
- 6) Improperly licensed or unsightly vehicles shall not be allowed on the property, inoperable vehicles shall be allowed for no more than two days

- 7) Except for routine repairs (battery charging, tire changing, etc) no vehicular repair or servicing shall be allowed
- 8) Motorcycles shall park only in spaces designed for cars, --never on sidewalks or grassy areas
- 9) Boats, campers, large trucks and trailers shall not park on the property except as allowed by prior variance granted by the Board of Directors
- 10) "Garage" sales (causing congested drives) shall not be allowed

**VEHICLES IN VIOLATION OF THESE RULES ARE
SUBJECT TO BEING TOWED AT THE OWNERS EXPENSE**

5 TRASH AND RECYCLING

- 1) All household trash and garbage shall be deposited INSIDE one of the dumpsters on the property. Items too large for dumpsters, as well as pollutants and potentially hazardous materials and substances, shall be removed from the property by the resident discarding them
- 2) Items to be recycled shall be deposited INSIDE receptacles provided for that purpose. Garbage or trash of any kind shall not be put in recycling containers
- 3) No litter of any kind, especially drink and fast food containers, shall be allowed in any common area, including driveways and parking areas, or in any other area visible from a common area or the street

6 NOISE CONTROL

- 1) Sound from radios and tv's and recorded or live music of any kind shall not be audible beyond the walls of the units in which it originates--except in special cases in which prior consent has been obtained from all neighbors likely to be affected
- 2) Sound from radios and tv's and of recorded or live music of any kind in the pool area or any other common area is to be kept at a level which would not disturb others in the immediate area or in their living units
- 3) Sound from radios and tape or CD players in vehicles shall not be audible outside the vehicles

- 4) At all times, but especially between the hours of 10 00 p m and 9 00 a m residents and guests shall refrain from causing or allowing sounds which might disturb others (such as car horns, idling engines, loud talking and laughter, etc

7 PETS

- 1) Only such animals as are generally considered household pets shall be kept on the premises No more than two pets per unit shall be allowed except as permitted by prior variance from the Board of Directors
- 2) Pets shall be kept indoors, in fenced-in back yards, or on balconies or patios They shall be allowed in common areas ONLY WHEN DIRECTLY SUPERVISED BY THEIR OWNERS
- 3) Dogs and cats shall ALWAYS be on leashes when in common areas
- 4) Pet owners shall be responsible for immediate removal and clean-up of their pets' waste in common areas and on balconies and patios abutting common areas
- 5) Pets shall not be allowed in the pool area or clubhouse (This does not apply to animals assisting handicapped individuals)
- 6) Homeowners shall be responsible for any personal injury or property damage caused by pets owned or under the care of the persons residing in their units, whether such persons be homeowners themselves or their tenants.

REMARKS

All owners and residents have the right to expect that these Rules and Regulations be enforced for their own sense of well-being and that of their neighbors. They should not hesitate to register complaints when warranted (Lessees and renters shall contact owners of their leased or rented units, who in turn shall contact the Management Company or a Board member)

Owners are responsible for keeping tenants informed as to these Rules and Regulations, as well as any future additions or changes, and for acting as liaison between their tenants and the Board of Directors and Management Company on specific questions or problems related to policy

Owners are responsible for any violations committed by their tenants or their tenants' guests Owners are responsible for notifying the management company of the names of their renters and for providing a key to the unit. Owners are responsible for any violations committed by their tenants or their tenants' guests

EMERGENCY PROCEDURES

- 1 FIRE Leave involved area immediately and call 911 from a safe location Alert other residents if possible
- 2 UTILITIES HAZARDS (Gas, Water, Electricity)
Contact Beck and Company immediately (474-1551)
- 3 SUSPICIOUS PERSON ON OR NEAR PREMISES
Call police at 480-5001 (or 911 if immediate response is judged necessary) Inform Beck and Company of the situation as soon as possible
- 4 DANGEROUS WEATHER
Take precautions as directed by local authorities by means of the media, alert other residents if possible During winter months be alert for media advisories and signs at mailboxes regarding freeze warnings, take precautions for water pipes as directed
- 5 STRAY ANIMALS
Call the City Animal Control at 472-7387 (or, if an animal seems to present an immediate threat, 911)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

03-14-2000 10 37 AM 2000037195
STRONGL \$73 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time the instrument was filed and recorded