

15777-12419 0603810-PA2

RET. INDEPENDENCE TITLE CO.

DECLARATION

WHEN RECORDED, RETURN TO:
LISA DANIELSON
3902 B KNOLLWOOD DR.
AUSTIN, TEXAS 78731

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DECLARATION

STATE OF TEXAS
COUNTY OF TRAVIS



DECLAR 2006080612
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Preamble

This Declaration is made on the 27 day of April, 2006 at Austin, Texas, by Lisa Danielson and Todd Otto ("Declarant"), whose mailing address is 3902 B Knollwood Drive, Austin, Texas 78731.

RECITALS

1. Declarant is the owner of all of the real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located at 3902 Knollwood Drive, in the City of Austin, County of Travis, State of Texas (the "Property"), more particularly described in Exhibit A, which is attached and incorporated by reference.
2. Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act (TUCA), which is codified in Chapter 82 of the Property Code.
3. The Property constitutes a condominium project (the "Project") within the meaning of TUCA. The formal name of the Project is Knollwood Condominiums.
4. Declarant intends and desires to establish by this Declaration a plan of ownership for the condominium project ("Project"). The plan consists of individual ownership of residential apartment units (the "Units") and other areas. The Project shall be divided into no more than two Units.
5. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the "Owners"). The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners (herein the "Association"), as more particularly set forth herein. The formal name of the Association is Knollwood Owner's Association.

6. The Units and other areas of the Project are more particularly described in Exhibits B and C, which are attached and incorporated by reference. The Owners each have an undivided interest in the remaining property of the Project (referred to as the "Common Elements"), which is also more particularly described in Exhibits B and C. Exhibit B sets forth the allocation to each Unit of (a) a fraction or percentage of undivided interests in the common elements of the condominium, (b) a fraction or percentage of undivided interests in the common expenses of the Association, and (c) a portion of votes in the Association, by the formulas set forth therein.
7. Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

ARTICLE 1
DEFINITIONS

Articles

1.01. *Articles* mean the Articles of Incorporation of the Association that are or shall be filed in the Office of the Secretary of State of the State of Texas.

Association

1.02. *Association* means the Knollwood Owner's Association, a corporation organized under the Texas Non-Profit Corporation Act for the management of the Project, the membership of which consists of all of the Owners in the Project.

Board

1.03. *Board* means the Board of Directors of the Association.

Bylaws

1.04. *Bylaws* mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board.

Condominium

1.05. *Condominium* means the separate ownership of single units in a multiple-unit structure or structures with common elements.

Common Elements

1.06. *Common Elements* mean all elements of the Project except the separately owned Units, and includes both general and limited common elements.

Declarant

1.07. *Declarant* means owner's of the Project and their successors and assigns.

Declaration

1.08. *Declaration* means this Declaration document and all that it contains.

General Common Elements

1.09. *General Common Elements* mean all the Common Elements except the Limited Common Elements.

Governing Instruments

1.10. *Governing Instruments* mean the Declaration, and the Articles of Incorporation and Bylaws of the Association.

Limited Common Elements

1.11. *Limited Common Elements* mean the Common Elements allocated for the exclusive use of one or more but less than all of the Units.

Manager

1.12. *Manager* means the person or corporation, if any, appointed by the Board to manage the Project.

Owner(s)

1.13. *Owner(s)* means any person that owns a Unit within the Project.

Person

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

Project

1.15. *Project* means the entire parcel or the Property described in Exhibit A, including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium. The Project shall be divided into no more than two Units.

Rules

1.16. *Rules* mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to this Declaration.

Unit

1.17. *Unit* means a physical portion of the condominium designated by Exhibits B and C for separate ownership and occupancy.

ARTICLE 2

THE PROPERTY

Property Subject to Declaration

2.01. All the real property described in Exhibit A to this declaration, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property (referred to as the "Property") shall be subject to this Declaration.

Exclusive Ownership and Possession

2.02. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided. The boundaries of the Unit shall be and are the interior surfaces of the perimeter walls, floors, ceilings, and the exterior surfaces of balconies and terraces. The exterior surfaces of the walls, ceilings, balconies, terraces shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are Limited Common Elements allocated exclusively to that unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other finish surface materials are a part of the Unit. An Owner shall not be deemed to own the utilities running through the Owner's Unit that are utilized for or serve more than one Unit, except as a tenant in common with the other Owners. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding the Owner's Unit.

Common Elements

2.03. Each Owner shall be entitled to an undivided interest in the Common Elements described in Exhibits B and C in the percentage expressed in Exhibit B. The percentage of the undivided interest of each Owner in the Common Elements, as expressed in Exhibit B, shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amended, duly recorded Declaration. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use

the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached on.

Limited Common Elements

2.04 Portions of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such areas being Limited Common Elements. The Limited Common Elements reserved for the exclusive usage of the individual Owners are the assigned yards, patios, pool, storage space, foundations, exterior walls, roofs, carport, breezeway and parking spaces as indicated on the Plat, in addition, the North side of the Driveway is a Limited Common Element for Unit A and the South side of the Driveway is a Limited Common Element for Unit B. Such Limited Common Elements shall be used in connection with the particular Unit, exclusive of the use thereof by other Owners, except by invitation.

Partition of Common Elements

2.05. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

Nonexclusive Easements

2.06. Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

Other Easements

2.07. The Association may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.

Easements for Maintenance of Encroachments

2.08. None of the rights and obligations of the Owners created in this Declaration or by the deeds granting the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

ARTICLE 3
UNIT OWNERS ASSOCIATION

Association

3.01. The Association, organized as a nonprofit corporation under the Texas Non-Profit Corporation Act, operating under the name Knollwood Owner's Association, is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws.

Membership

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

Voting Rights

3.03. Voting shall be on a percentage basis. The Owner of each Unit is entitled to a percentage of the total vote equal to the percentage interest that the Owner's Unit bears to the entire Project as assigned in Exhibit C. If an Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

Membership Meetings

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

General Powers and Authority

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

- (a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article 4 of this Declaration.
- (b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Association property.

- (c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Association Rules in its own name, either on its own behalf or on behalf of any consenting Owner.
- (d) The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:
 - i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days of the notice.
 - ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.
 - iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.
 - iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.
- (e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.
- (f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.

Board of Directors and Officers of the Association

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

Duties of the Association

3.07. In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Instruments, the Association shall be responsible for the following:

(a) Operation and maintenance of the Common Elements and the facilities located on the Common Elements. This duty shall include, but shall not be limited to, exterior painting, maintenance, repair, and landscaping of the Common Elements and of the furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(b) Acquisition of and payment from the maintenance fund for the following:

i) Water, sewer, garbage, electrical, telephone, gas, elevator, and other necessary utility service for the Common Elements and, to the extent not separately metered and charged, for the Units.

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

iii) A policy or policies insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners, in such kind as customarily secured with respect to other similar residential condominium projects. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement in which the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.

iv) The services of personnel that the Board shall determine to be necessary or proper for the operation of the Common Elements.

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

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

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

- ii) Minutes of proceedings of Owners, Board of Directors, and Committees to which any authority of the Board of Directors has been delegated.
- iii) Record of the names and addresses of all Owners with voting rights.
- iv) The condominium information statement given to all Owners by the Declarant before sale.
- v) Voting records, proxies, and correspondence relating to declaration amendments.

Declarant's Control Period

3.08. For the sole purpose of insuring a timely sellout of the Project, the Declarant will retain control of and over the Association for a maximum period not to exceed a) two (2) years after the conveyance of the first (1st) Unit; or b) when in the sole opinion of the Declarant, the Project becomes viable, self-supporting and operational, whichever occurs first ("Declarant Control Period"). Provided, however, that upon the expiration of One Hundred Twenty (120) days from the date that fifty percent (50%) of all Units are sold, one half (1/2) of the Board shall be elected by Owners. It is expressly understood that Declarant will not use said control for any advantage over the Owners by way of retention of any residual rights or interests in the Association or through the creation of any management agreement with a term longer than one (1) year without majority Association approval.

Declarant's Rights

3.09. Declarant hereby reserves the right to (i) maintain a sales office, as well as to erect signs advertising the Units and for the purpose of operating the Project; (ii) to use easements through the Common Elements for the purpose of making improvements within the Project; and (iii) appoint or remove any officer or board member of the Association during any period of Declarant Control.

Powers and Duties of the Board of Directors

3.10. The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's powers and duties shall include, but shall not be limited to, the following:

- (a) Enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.
- (b) Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.
- (c) Contracting for casualty, liability, and other insurance on behalf of the Association.

- (d) Contracting for goods and services for the Common Elements, facilities, and interests of the Association.
- (e) Delegation of its powers to such committees, officers, or employees of the Association as are expressly authorized by the Governing Instruments.
- (f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.
- (g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.
- (h) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.
- (i) Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Owners in the aggregate.

Limitations on Powers of Board of Directors

3.11. Notwithstanding the powers set forth in Paragraph 3.08 of this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a majority of the voting power of the Association residing in the Owners:

- (a) Entering into (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one year, except for a management contract approved by the Federal Housing Administration or Veterans' Administration; (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance of not more than three (3) years duration, provided that the policy provides for short-rate cancellation by the insured.
- (b) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of five (5) percent of the budgeted gross expenses of the Association for that fiscal year.
- (c) Selling during any fiscal year property of the Association having an aggregate fair market value in excess of five (5) percent of the budgeted gross expenses of the Association for that fiscal year.
- (d) Paying compensation to Directors or to officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the Board

may cause a Director or officer to be reimbursed for expenses incurred in carrying out the business of the Association.

ARTICLE 4

ASSESSMENTS

Covenant to Pay

4.01. The Declarant covenants and agrees for each Unit owned by it in the Project, and each Owner by acceptance of the deed to such Owner's Unit is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Association. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

Regular Assessments

4.02. Regular assessments shall be made in accordance with the following. Within sixty (60) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Owner according to the ratio of the number of Units owned by said Owner to the total number of Units in the Project subject to assessment. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month.

Special Assessments

4.03. Special assessments shall be made in accordance with the following: If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

Limitations on Assessments

4.04. The Board may not, without the approval of 100 % of the voting power of the Association residing in Owners other than Declarant, impose a regular annual assessment per Unit that is more than twenty (20) percent greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed five (5) percent of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to

bring the Owner into compliance with the provisions of the Association's Governing Instruments or to Utility Assessments.

Commencement of Assessments

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

Liability for Assessments

4.06. Each monthly portion of a regular assessment and each special assessment and utility assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

Payment of Assessments on Conveyance of Unit

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

- (a) Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Unit.
- (b) Amounts due under mortgage instruments duly recorded.

Lien and Foreclosure for Delinquent Assessments

4.08. The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages granted or created by the Owner of any condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit.

Repair and Maintenance Assessments

4.09 If the Owners cannot informally agree upon repair or maintenance issues, upon the written request of the Owner of either Unit, any repair or maintenance issues shall be placed on the agenda of a special meeting of the Board. The special meeting shall be convened not less than 30 days after receipt of the written request for repairs or maintenance. If the Board is not able to agree upon a course of action to resolve the repair or maintenance issues on its agenda, the Board shall authorize the Owners of each Unit to each retain a licensed professional inspection company to inspect the Unit or Units alleged to require repair or maintenance. If the two

inspection companies cannot agree upon all maintenance and repair issues, they shall collectively name a third inspection company. The three company representatives shall then reach a consensus or majority decision as to repairs or maintenance. When a decision is reached by the inspection companies, the decision shall be immediately implemented by the Board, provided the Association has sufficient funds on hand to pay for required repairs. If sufficient funds are not on hand, the Board shall approve a special assessment to pay for the required maintenance or repairs. If the required repairs or maintenance are required to insure the safety of the Owners and their invitees or to preserve a Unit or Units from immediate additional damage, the special assessment shall be due and payable not less than 60 days from the date approved by the Board.

Determination of Assessments

4.10 If the Board cannot agree upon the amount of any assessments, including special assessments other than those which may be required by Section 4.10 of this Declaration, the Board shall retain a professional management company or accounting firm to determine such assessments. If the Board cannot agree upon a management or accounting firm to perform these duties, each Board member shall name a firm of his or her choice and the firm shall be selected by random chance, either by a coin toss or a similar method. In determining the amount of an assessment, the firm selected may consider the immediate financial needs of the Association as well as the need to fund a "sinking fund" or "escrow account" to accumulate funds for future repairs and maintenance. The Board shall follow the recommendations made to it and set assessments in substantial compliance with such recommendations unless the Board unanimously agrees otherwise.

ARTICLE 5

RESTRICTIONS AND COVENANTS

General Restrictions on Use

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

- (a) No Owner shall occupy or use the Owner's Unit, or permit the Unit or any part of it to be occupied or used, for any purpose other than as a private residence. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Unit, provided that the Unit is not used for transient or hotel purposes and that the term of the lease is for a period of at least sixty (60) days and is subject to the Association's Governing Instruments and Rules.

(b) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration, or in designated storage areas.

(c) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on any Unit or on any part of the Common Elements or that would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Common Elements or in any Unit, provided, however, that reasonable amounts in suitable containers may be stored in the storage spaces.

(d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board, except a sign advertising the property for sale.

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit, the Common Elements or the Limited Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the Rules and Regulations adopted by the Board.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done in any Unit or in the Common Elements that may be or become an annoyance or nuisance to the other Owners.

(g) Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board.

(h) There shall be no violation of the Rules adopted by the Board and furnished in writing to the Owners pertaining to the use of the Common Elements. The Board is authorized to adopt such Rules.

(i) No Owner shall park, store, or keep any automobile or other motor vehicle in the Common Elements except in a space designated for the Owner by the Board, and any inoperable vehicle shall not be stored in a parking space or within the common Elements in general. No owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement mixer truck, oil or gas truck, and any other vehicle, mobile or otherwise), deemed to be a nuisance by the Board. No owner shall conduct major repairs or major restorations of any motor vehicle upon any portion of the Common Elements. Parking spaces shall be used for parking spaces only.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuildings shall be permitted on the Property at any time, temporarily or permanently,

except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings and the initial construction of the buildings or any portion thereof.

(k) No rubbish, trash or garbage or other waste materials shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas. There shall be no exterior fires whatsoever. The Common Elements shall not be used to shake, dry or air clothing, rugs, or other fabric. No lumber, grass, shrub or tree clippings, plant waste, materials, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Common Elements, except within an enclosed structure or if appropriately screened from view.

Maintenance

5.02. Except for those portions that the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit so as to keep it in good condition and repair. Each Owner shall also maintain, insure and repair those portions of the Limited Common Elements subject to an exclusive easement appurtenant to the Owner's Unit. All changes to the Limited Common Elements shall be approved by the Board.

Damage Liability

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

Exemption

5.04. Declarant shall be exempt from the restrictions of Article 5.01 of this Declaration to the extent reasonably necessary for completion of construction, sales, or additions to the Project. Such exemption includes, but is not limited to, maintaining Units as model homes, placing advertising signs on Project property, and generally making use of the Project lots and Common Elements as is reasonably necessary to carry on construction activity.

ARTICLE 6

DAMAGE OR DESTRUCTION

Application of Insurance Proceeds

6.01.

(a) If the Project is damaged by fire or any other disaster, the insurance proceeds, except as provided in Paragraph 6.01(b) of this Declaration, shall be applied to reconstruct the Project.

(b) Reconstruction shall not be compulsory if at least 50 percent of the vote of the Owners, which shall include the vote of each Owner of a unit or assigned limited

common element that will not be rebuilt or repaired, is cast not to rebuild. If the Owners so vote to not rebuild any Unit, that Unit's allocated interests shall be automatically reallocated on the vote as if the Unit had been condemned, and the Association shall prepare, execute, and record an amendment to Exhibit B of the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Owners, the proceeds shall be delivered pro rata to the Owners or their mortgagees, as their interest may appear, in accordance with the percentages or fractions set forth in Exhibit B of this Declaration.

Insufficient Insurance Proceeds

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

Obtaining Bids for Reconstruction

6.03. If the Project is damaged by fire or any other disaster, the Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain bids and call and conduct a meeting as provided by this Article 6.03. At such meeting, the Owners may, by a vote of not less than fifty (50) percent of the votes present, elect to reject all of the bids or, by not less than fifty (50) percent of the votes present, elect to reject all the bids requiring amounts more than five hundred dollars (\$500) in excess of available insurance proceeds. If all bids are rejected, the Board shall obtain additional bids for presentation to the Owners. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

ARTICLE 7

RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

Declarant warrants that beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:

(a) Should any of the Association's Governing Instruments provide for a "right of first refusal," such right shall not impair the rights of a beneficiary under a first lien deed of trust to the following:

i) To exercise the power of sale, foreclose, or take title to an Unit pursuant to the remedies provided in the deed of trust.

- ii) To accept a deed or assignment in lieu of sale or foreclosure in the event of default by a grantor.
 - iii) To interfere with a subsequent sale or lease of an Unit so acquired by the beneficiary.
- (b) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.
- (c) Any beneficiary under a first deed of trust who obtains title to an Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.
- (d) Unless at least one half (1/2) of the beneficiaries under first deeds of trust (based on one vote for each first deed of trust owned) or Owners other than Declarant give their prior written approval, the Association shall not be entitled to the following:
- i) By act or omission, to seek to abandon or terminate the Project.
 - ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:
 - a) Levying assessments or charges.
 - b) Allocating distributions of hazard insurance proceeds or condemnation awards.
 - c) Determining the pro rata share of ownership of each Unit in the Common Elements and in the improvements in the Common Elements.
 - iii) To partition or subdivide any Unit.
 - iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.
 - v) In case of loss to an Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.
- (e) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.

(f) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first deed of trust to an Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

(g) Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

ARTICLE 8

GENERAL PROVISIONS

Amendment

8.01.

(a) This Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least one hundred (100) percent of the ownership interests in the Project.

(b) An amendment of the Declaration may not alter or destroy an Unit or a Limited Common Element without the consent of the affected Owners and the Owners' first lien mortgagees.

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

Nonwaiver of Remedies

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

Severability

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

Enforcement of Declaration, By Laws, Rules and Regulations

8.04 If an Owner refuses to comply with the terms of this Declaration or with any rules or regulations promulgated by the Association, upon the request of the Owner of either Unit, the Board shall retain a professional management company to assist in enforcing this Declaration or

any promulgated rules or regulations. If, in the opinion of the other Owner, an Owner continues to persist in refusing to abide by the terms of this Declaration or properly promulgated rules and regulations, the Owners each agree to attempt to mediate any issues upon which they cannot agree. The mediator shall be selected by agreement or, if the Owners cannot agree upon a mediator, they shall each name a preferred mediator and select the mediator by random choice such as a coin toss or a similar method. If mediation does not resolve all issues upon which the Owners do not agree, the Owners shall submit all unresolved issues to arbitration under the rules of the American Arbitration Association then in effect. Judgment on arbitration awards may be entered by any court with appropriate jurisdiction. The consent or approval of the Association shall not be required to permit an Owner to require mediation or to submit an issue to arbitration. If a matter is submitted to arbitration, the arbitration award shall include a determination as to which party or parties should pay for the cost of arbitration and any legal or related fees incurred by an Owner.

Mediation and Arbitration Provisions in Association Bylaws

8.05 The Bylaws of the Association shall require mediation and binding arbitration as methods of dispute resolution between Owners.

Binding

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

Interpretation

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

Limitation of Liability

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

Fair Housing

8.09. Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, or national origin.

Notices

8.10.

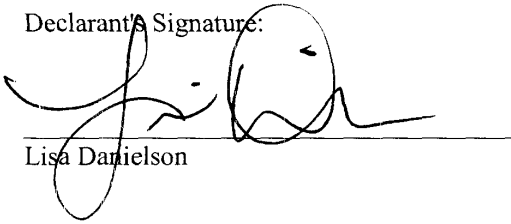
(a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given with when delivered personally at the appropriate address set forth in Article 8.10(b) of this Declaration, or seventy-two (72) hours after deposit in any United States post office box, postage prepaid, addressed as set forth in Article 8.08(b) of this Declaration.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association by written notice all Owners. Notices to the Manager shall be addressed to the address designated by the Manager. Notices to Declarant shall be addressed to 3902 B Knollwood, Austin, Texas 78731.

Number, Gender, and Headings

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

Declarant's Signature:



Lisa Danielson



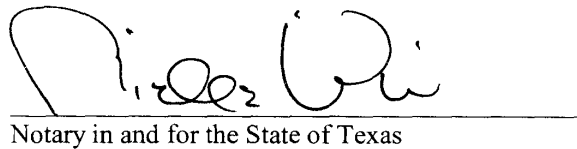
Todd Otto

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on 27 day of April, 2006, by Lisa Danielson and Todd Otto.



Notary in and for the State of Texas



EXHIBIT A

Lot 2B RESUBDIVISION OF LOT 2 OF BO'S SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 75, Page 309, of the Plat Records of Travis County, Texas.

EXHIBIT B

The Common Elements consist of (a) unassigned parking areas, exterior fence, driveway, unassigned yards and (b) the installations consisting of the equipment and materials making up central services such as power, light, gas, and water.

The Limited Common Elements consist of (a) the foundations, bearing walls and columns, mail receptacles, roofs, exterior walls, stairways, carports, breezeways, walkways, entrances and exits (b) the assigned yards, gardens, assigned parking areas, fences, pool and (c) central air conditioning and central heat.

Each Unit Owner's undivided interest in the Common Elements is 50%.

1. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR FOR THE CONSTRUCTION OF THE BUILDING AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND EXISTING STRUCTURES ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND EXISTING STRUCTURES ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND EXISTING STRUCTURES ON THE SITE.

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 2. MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 3. PROTECT ALL EXISTING UTILITIES AND STRUCTURES ON THE SITE.
 4. MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. PROTECT ALL EXISTING UTILITIES AND STRUCTURES ON THE SITE.

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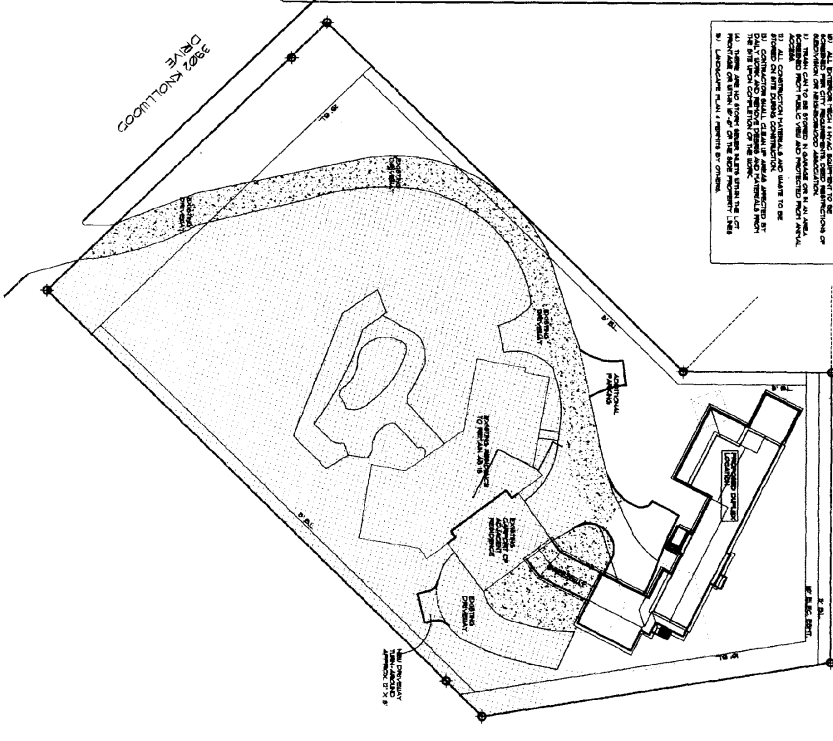
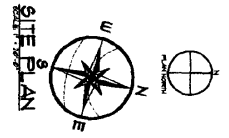


EXHIBIT A

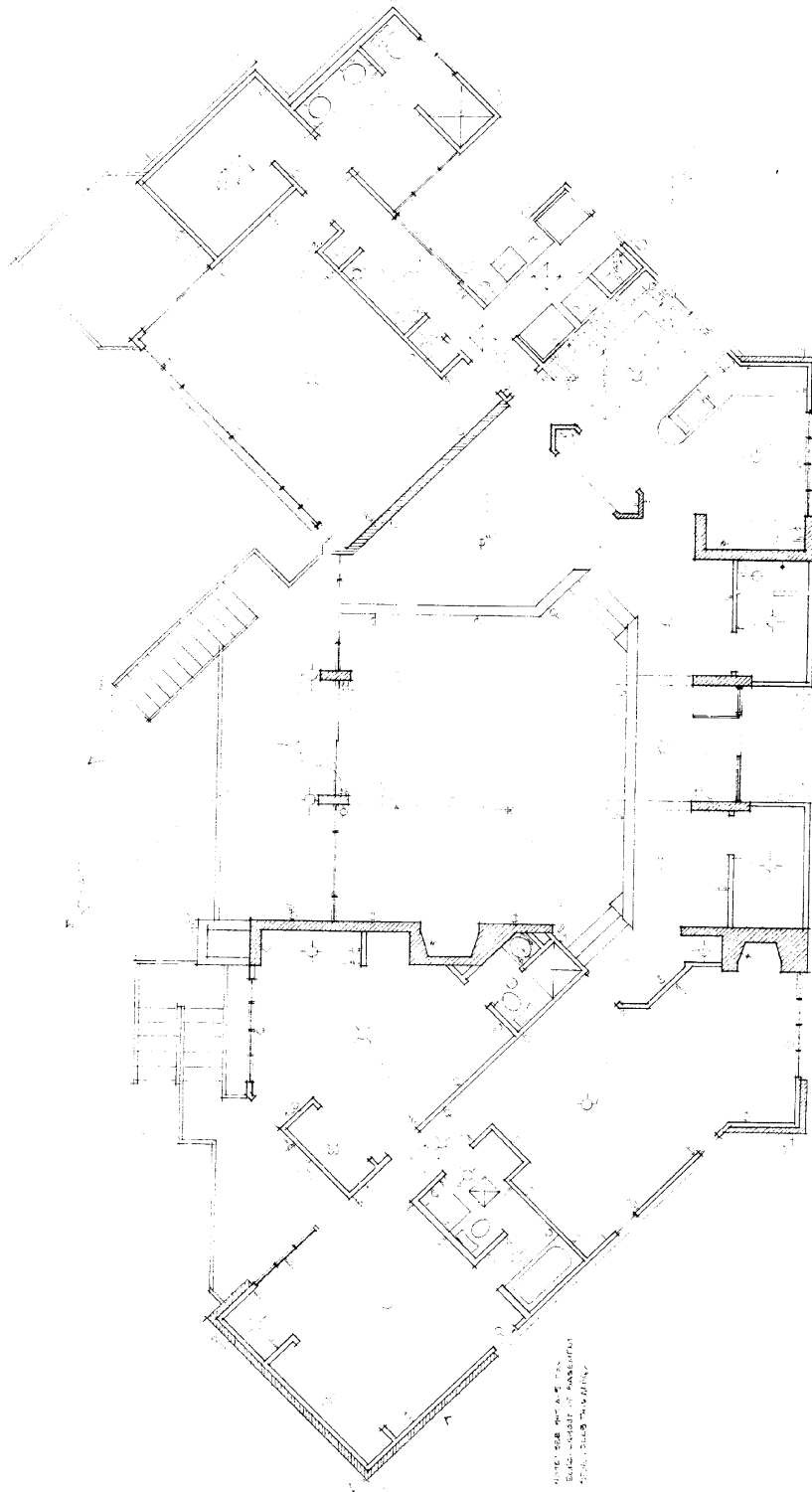
AREA	COVER	CALCS
ENTRANCE	3848 / 3%	
NEUL DRIVE (UNIT A)	2883 / 4%	
NEUL DRIVE (UNIT B)	1786 / 4%	
NEUL DRIVE (UNIT C)	1349 / 1%	
NEUL DRIVE (UNIT D)	987 / 0.2%	
NEUL DRIVE (UNIT E)	327 / 0.2%	
TOTAL LOT AREA	44334 / 100%	

AREA LABEL	UNIT A	UNIT B
LIMITED COMMON ELEMENT (UNIT A)	<input type="checkbox"/>	<input type="checkbox"/>
LIMITED COMMON ELEMENT (UNIT B)	<input type="checkbox"/>	<input type="checkbox"/>
COMMON ELEMENT	<input type="checkbox"/>	<input type="checkbox"/>



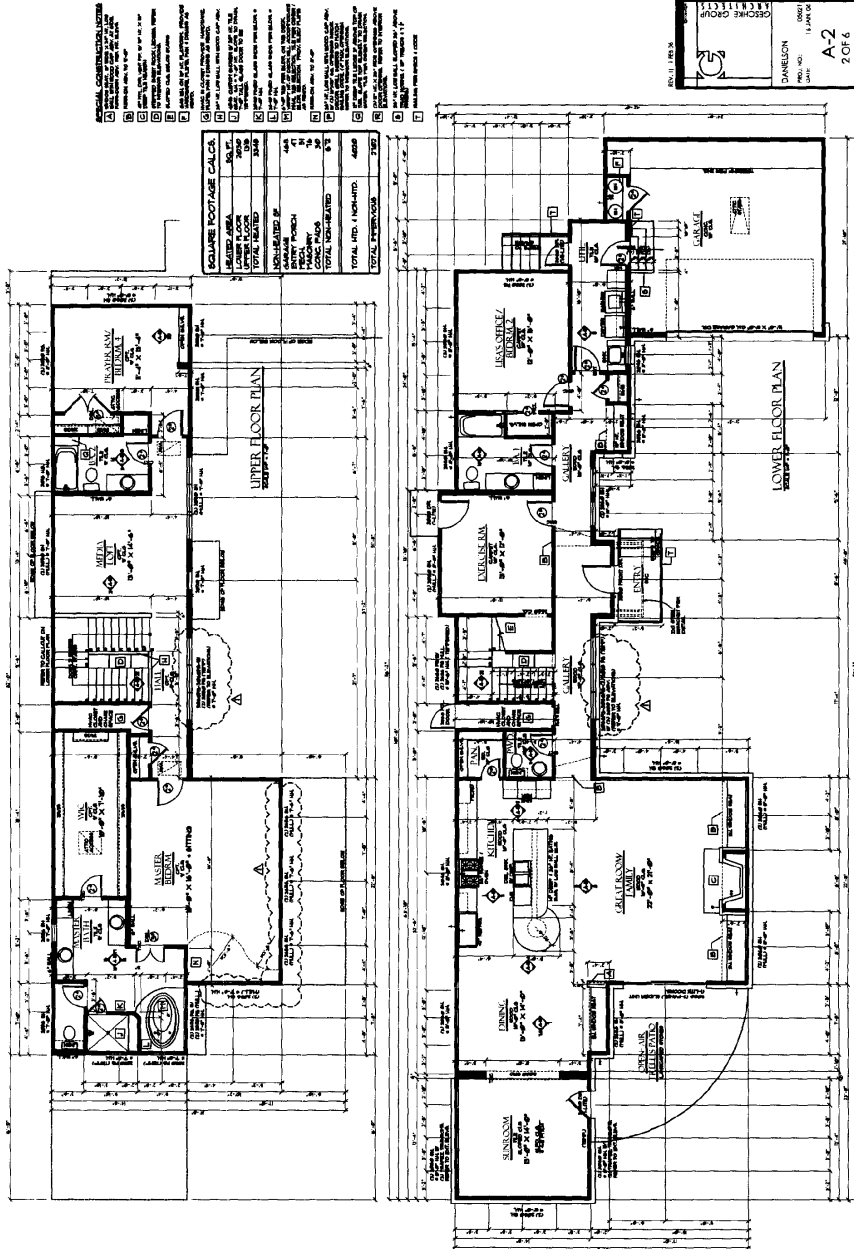
SITE PLAN

UNIT A



MECHANICAL PLAN

NOTES:
1. SEE MECHANICAL PLAN FOR
2. SEE MECHANICAL PLAN FOR
3. SEE MECHANICAL PLAN FOR



UNIT B

GEORGE GROUP
 DANIELSON
 A-2
 2 OF 6

Unit B

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 May 02 02:18 PM 2006080612

GUERREROR \$118.00

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.