



When Recorded, Return to:
Julie Alexander Law, LP
1700 E. 2nd St.
Austin, Texas 78702

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
9100 MOUNTAIN RIDGE DRIVE BUILDING 5 CONDOMINIUMS**

28P

**STATE OF TEXAS
COUNTY OF TRAVIS**

Preamble

This Declaration is made on the 16th day of April, 2014, in Austin, Texas, by Rupaco T. Gonzalez and Robert G. Tijerina, individually ("Declarant"), whose mailing address is 8127 Mesa Drive, #B206-117, Austin, TX 78759.

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 **9100 Mountain Ridge Drive, Building 5, Austin, Texas 78759**, in Travis County (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 Texas Property Code.
3. The Property constitutes a condominium project (the "Project") within the meaning of TUCA. The formal name of the Project is "**9100 Mountain Ridge Drive Building 5 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 condominium units (the "Units"), and an interest in the real property on which the Units are located. The Project shall be divided into no more than four (4) 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 the "**9100 Mountain Ridge Drive Building 5 Condominium Association**."

6. The Units and other areas of the Project are more particularly described in **Exhibit B**, 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 **Exhibit B**. **Exhibit B** sets forth the allocation to each Unit of (a) each Unit's ownership; (b) a fraction or percentage of undivided interests in the Common Elements of the Condominium, (c) a fraction or percentage of undivided interests in the Common Expenses of the Association, and (d) the allocation of votes in the Association.
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 the interest of the Owners.

Article 1 - Definitions

- 1.01. **Association.** *Association* means the **9100 Mountain Ridge Drive Building 5 Condominium Association**, a non-profit corporation organized under the Texas Business Organizations Code for the management of the Project, the membership of which consists of all of the Owners in the Project.
- 1.02. **Board.** *Board* means the Board of Members or the Board of Directors, whichever is applicable, of the Association.
- 1.03. **Bylaws.** *Bylaws* mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board.
- 1.04. **Certificate.** *Certificate* means the Certificate of Formation of the Association that is or shall be filed in the Office of the Secretary of State of the State of Texas.
- 1.05. **Common Elements.** *Common Elements* mean all elements of the Project except the separately owned Units, and includes both General and Limited Common Elements.
- 1.06. **Common Expenses.** *Common Expenses* means and includes:
 - (1) all reasonable expenses incurred by the Association for promoting the health, safety, welfare and recreation of the Owners of the Units and in particular for the administration and management, ownership, maintenance, operation, repair, replacement, or improvement of and addition to agreed upon Common Elements (including unpaid Special Assessments and amounts assessed to maintain a reserve for replacement fund and to cover costs incurred by the Association to participate in any condemnation suit);
 - (2) all reasonable expenses associated with or arising from the repair, maintenance or replacement of the General Common Elements;

- (3) all reasonable expenses associated with or arising from the repair, maintenance or replacement of the parking spaces assigned as Limited Common Elements to the Units on Exhibit E;
- (4) unless otherwise agreed by a Majority of Unit Owners, all reasonable expenses associated with or arising from the regular and reasonable maintenance of the front, back and side yards, including mowing, edging of the front yards, cleaning of the parking areas, leaf blowing and/or raking, sprinkler, water and/or irrigation costs and expenses;
- (5) all reasonable expenses associated with or arising from the regular and reasonable maintenance or replacement of landscaping and planters, if any, in unfenced General Common Elements;
- (6) all reasonable expenses associated with the repair, maintenance and upkeep, or replacement of the roof, foundation, exterior walls, shared or common walls, and structural components of the Common Elements;
- (7) all reasonable expenses associated with the repair, maintenance and upkeep of the exterior of the Units, including but not limited to painting of the exterior, cleaning of the exterior, and gutter cleaning (and specifically excluding maintenance and repair of the exterior windows and doors of a Unit, although restrictions on the Owners repair, maintenance and upkeep shall remain in place as set forth in 5.01 (g));
- (8) all reasonable expenses arising from or associated with any plumbing, structural or electrical work that is located in a common wall between Units or serves more than one Unit;
- (9) all reasonable expenses arising from the master insurance policy as described in 3.08 below;
- (10) all reasonable expenses arising from or associated with any utility service installations that are located on the Property and serve all Units; and
- (11) all other expenses declared to be Common Expenses by provisions of this Declaration or by the Bylaws of the Association.

1.07. **Condominium.** *Condominium* means the **9100 Mountain Ridge Drive Building 5 Condominiums**.

1.08. **Declarant.** *Declarant* means owner of the Project and its successors and assigns.

1.09. **Declarant Control Period.** *Declarant Control Period* shall be defined as the period until the Declarant sells seventy-five percent (75%) of the Units.

1.10. **Declaration.** *Declaration* means this Declaration of Covenants, Conditions and Restrictions for **9100 Mountain Ridge Drive Building 5 Condominiums** and all that it contains.

1.11. **General Common Elements.** *General Common Elements* mean all the Common Elements except the Limited Common Elements, including the land on which the Units are erected.

1.12. **Governing Instruments.** *Governing Instruments* mean the Declaration, the Certificate of Formation, Bylaws of the Association and Rules of the Association.

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

1.14. **Majority.** *Majority* means fifty-one percent (51%).

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

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

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

1.18. **Project.** *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 four (4) Units.

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

1.20. **Super-Majority.** *Super-Majority* means sixty-six and sixty-seven hundredths percent (66.67%).

1.21. **Unit.** *Unit* shall mean an individual condominium unit, as described below in Section 2.02. Each Unit shall consist of all improvements within the allocated areas, which are shown on the survey of the Property attached hereto as **Exhibit E**. The actual physical boundaries of a Unit shall be conclusively presumed to be its proper boundaries, regardless of settling, rising or lateral movement of the Building in which such Unit is located and regardless of variances between boundaries shown on the survey and the actual boundaries of such Building.

Article 2 – The Property

2.01. **Property Subject to Declaration.** 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.

2.02. **Exclusive Ownership and Possession; Description of Unit; Description of General Common Elements.** Each Owner shall be entitled to the exclusive ownership and possession of the Owner’s Unit, as further set forth in **Exhibit E**. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided. The boundaries of each Unit shall be and are the interior surfaces of the perimeter walls, and the Unit shall include all exterior doors, windows, patios, balconies and decks serving that Unit. The underlying foundation, roof, bearing walls and columns, exterior halls, exterior stairways and railings, exterior driveways and walkways, parking areas, exterior awnings, doorsteps, porches, balconies, patios, decks, terraces, serving more than one Unit are specifically made General Common Elements. Any chute, flue, duct, wire, conduit, or any other fixture that is partially within and partially outside the designated boundaries of a Unit, but serves that Unit is specifically made a part of that Unit. Each Unit shall additionally include all interior floors, interior walls and ceilings. All lath, furring, sheetrock, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, fixtures, appliances and any other materials constituting part of the finished surfaces are a part of each Unit. 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, and any other changes allowed in this Declaration or the Rules and Regulations.

2.03. Changes to a Unit or Common Elements. After the expiration of the Declarant Control Period, each Unit Owner shall have the exclusive right and shall be entitled to make the following changes to his or her Unit or Limited Common Elements:

- (a) If one does not exist, any Unit Owner may erect a fence on the dividing line between the Limited Common Elements, or within their Limited Common Elements, as set forth in Exhibit E. Each Unit Owner must agree on the style and/or type of fence to be erected, and such agreement must not be unreasonably withheld. Unless otherwise agreed by the Unit Owners, any style or type of fence currently existing in the neighborhood shall be considered reasonable. If the Unit Owners agree to erect a fence on a dividing line of the Limited Common Elements, the costs and expenses of the construction of such a fence shall be borne equally by each Unit. If the Unit Owners can not agree to erect a fence, or the fence is not located on a dividing line between the Limited Common Elements, the Unit Owner desiring to erect the fence shall bear the costs and expenses of the construction of such a fence, however, the Unit Owner erecting the fence shall have the exclusive right to construct the fence so that he or she receives the benefit of the construction and has the most preferable side of the fence facing his or her Unit.
- (b) A Unit Owner shall be allowed reasonable access to the other Units' Limited Common Elements for any purpose reasonably related to a remodel, alteration or addition to a Unit or Limited Common Element, including but not limited to access for permitting, surveying, inspections, access to utilities, and /or the drafting of plans.

2.04. Allocation of Remaining Impervious Cover, Building Coverage and Building Size. The Unit Owners understand that the total amount of impervious cover, building coverage and building size on the Property is limited by the ordinances and regulations of the City of Austin in place at the time of permitting, and that the total percentage of allowable impervious cover, building coverage and/or building size may increase or decrease over time. Therefore, the total amount of impervious cover, building coverage, and/or building size allowed on the Property under City of Austin Codes and ordinances at any time in excess of the amount of impervious cover, building coverage, and/or building size reflected on the Plat attached as Exhibit E (the "Allocated Remaining Coverage and Size") is hereby allocated between the Units as follows:

- Unit A: 25%**
- Unit B: 25%**
- Unit C: 25%**
- Unit D: 25%**

Each Unit shall be allowed to utilize up to the above percentages of Allocated Remaining Coverage and Size of the total allowed remaining impervious cover, building coverage, and/or building size at the time of any permitting relating to alterations, additions, improvements and/or construction to a Unit or a Unit's Limited Common Elements by a Unit Owner, provided that

any such alteration, addition, improvement and/or construction shall be subject to the terms, conditions and approvals as provided in Section 2.03 above.

2.05. Common Elements. Each Owner shall be entitled to an undivided interest in the Common Elements, and obligated for the Common Expenses of the Association, in the percentages 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 upon.

2.06. Exclusive Use of Limited Common Elements. Each Owner shall be entitled to the exclusive use of the Common Elements designated as Limited Common Elements and assigned to his or her Unit, as further set forth in **Exhibits B and E**. For example, the Owner(s) of Unit A have exclusive use of the Limited Common Elements assigned to Unit A, as further set forth in **Exhibits B and E**.

2.07. Parking Spaces. Each Owner shall be entitled to the exclusive use of the parking spaces designated as Limited Common Elements and assigned to his or her Unit, as further set forth in **Exhibits B and E**.

2.08. Partition of Common Elements. 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.

2.09. Nonexclusive Easements. 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, as described in **Exhibit B and E**. 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, and to perform its obligations under this Declaration.

2.10. Other Easements. The Association shall grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities, services, fixtures and equipment. 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 without the written consent of the Owner so affected. Additionally, present easements and/or restrictions exist on the Property, as more fully described in **Exhibits D and E**. Each Owner, in accepting the deed to the Unit, expressly consents to such easements.

2.11. **Easements for Maintenance of Encroachments.** 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.

2.12. **Allocation of Reserved General Common Elements.** As indicated on the **Exhibit E**, all of the Common Elements have been allocated as either General Common Elements or Limited Common Elements to a Unit. Therefore, there are currently no reserved General Common Elements, and no portion of the Condominium is reserved or may be further allocated as Limited Common Elements.

Article 3 – Unit Owners’ Association

3.01. **Association.** The Association, organized as a nonprofit corporation under the Texas Business Organizations Code, operating under the name **9100 Mountain Ridge Drive Building 5 Condominium 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 Certificate of Formation and Bylaws.

3.02. **Membership.** 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.

3.03. **Voting Rights.** Voting in the Association shall be on a per Unit basis. Each Unit in the Condominium is entitled to an equal number of votes, and each Unit Owner within a unit is entitled to an equal number of votes. In the situation where each Unit is owned by an individual, each Unit shall be entitled to one vote. The votes cast by a Majority of the Unit Owners shall control. However, if any Unit is owned by more than one owner, the Unit with the highest number of owners shall be entitled to one vote for each owner, and the other Units shall be entitled to an equal number of votes, regardless of the number of owners. For example, if Unit A is owned by one person, Unit B is owned by two people, Unit C is owned by three people and Unit D is owned by four people, each Unit shall be entitled to four votes.

3.04. **Membership Meetings.** Meetings of the Members shall be called, held, and conducted in accordance with the requirements and procedure set forth in the Bylaws.

3.05. **General Powers and Authority.** The affairs of the Condominium shall be managed and administered by the Association. The Association shall have all of the rights, powers and duties established by the TUCA, as well as 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 shall have the right, power, and obligation to provide for the maintenance, repair and replacement of the General Common Elements, if any, to the degree and in the manner as provided in the Texas Property Code, except as and to the extent

otherwise provided in this Declaration and the other Governing Instruments. The Association shall not be responsible for the maintenance, repair and replacement of the Units or the Limited Common Elements allocated to a Unit, or for any maintenance obligations of the Unit Owners as provided herein. 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. 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 this Declaration and the Governing Instruments.
- (b) 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 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.

3.06. Board of Members and Officers of the Association. The affairs of the Association shall be managed by a Board of Members. If the Board of Members elects to have a Board of Directors, the Unit Owners shall elect a board of at least three members who need not be Unit Owners. Provisions regulating the number, term, qualifications, manner of election, and conduct and meetings of the members of the Board of Members shall be set forth in the Bylaws of the Association. The Board of Members shall appoint officers, who 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.

3.07. Consent of Board of Members. Any provisions herein requiring the consent of the Board require the Majority consent of the Board, unless set forth specifically otherwise in the Declaration or Governing Instruments.

3.08. Duties of the Association. 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) The repair, maintenance or replacement of all items set forth below and General Common Elements, which shall be Common Expenses, including but not limited to the following:

- i) All General Common Elements;
 - ii) Yard areas or walkways, as set forth as General Common Elements on Exhibit E;
 - iii) Parking areas, as set forth as Limited Common Elements on Exhibit E;
 - iv)
 - v) Mowing of front, back and side yards, including edging of the front yards, leaf blowing and/or raking, and/or irrigation;
 - vi) Landscaping and planters, if any, in unfenced Common Elements and Common Elements visible from the street;
 - vii) Roof, foundation, exterior walls, bearing walls and columns, common walls, and structural components of the General Common Elements;
 - viii) Exterior of the Units, including but not limited to painting of the exterior, cleaning of the exterior, and gutter cleaning (and specifically excluding maintenance and repair of the exterior windows and doors of a Unit, although restrictions on an Owner's maintenance remains in Section 5.01(g)); and
 - ix) Plumbing, structural or electrical work that is located in a common wall between Units.
- (b) Operation and maintenance of any General Common Elements. This duty shall include, but shall not be limited to, maintenance, repair and landscaping of any General Common Elements, as the Board shall determine are necessary and proper.
- (c) Acquisition of and payment from the maintenance fund for the following:
- i) Each Unit shall be responsible for reimbursing the Association for the cost of any water, sewage, garbage, gas, or other utility service incurred as a result of usage in a Unit or on the Limited Common Elements assigned to a Unit, if the Association is billed for any such service.
 - ii) Each Unit shall be responsible for reimbursing the Association for their portion of the cost of any Common Expense defined as such herein, or otherwise approved as such.
 - iii) A policy or policies of property insurance with extended coverage endorsement for the full insurable replacement value of the Units and insurable Common Elements insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage, 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.
 - iv) As determined by the Board, a policy or policies insuring the Board, the officers of the Association, 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 but not limited to a commercial general liability insurance policy, including medical payments insurance, in an amount not less than \$1,000,000.00 per occurrence, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements or Units, covering the Units, all

Limited Common Elements, and all General Common Elements. The limits and coverage shall be reviewed at least annually by the Board and varied at its discretion. The policy or policies shall be issued on a comprehensive liability basis and shall provide under the policy or policies that a Unit Owner shall not be prejudiced as respects his, her or their action against another named insured.

- v) The services of personnel that the Board shall determine to be necessary or proper for the operation and maintenance of the Common Elements.
 - vi) Legal and accounting services necessary or proper for the operation of the Association or Common Elements or the enforcement of this Declaration or Governing Instruments.
- (c) Drafting and recording of a Management Certificate not later than the 30th day after the date the Association has notice of a change in any information in a recorded certificate. Each Management Certificate must include:
- i) the name of the Condominium;
 - ii) the name of the Association;
 - iii) the location of the Condominium;
 - iv) the recording data for the Declaration;
 - v) the mailing address of the Association, or the name and mailing address of the person or entity managing the Association.

3.09. Property Taxes. Each Unit Owner understands that the taxing authorities may have already made appraisals and/or sent property tax bills for the year in which any Unit Owner purchases his or her Unit, and as such there may be a delay in time prior to each Unit receiving a separate appraisal and/or property tax bill. Therefore, each Unit Owner shall be responsible for the payment of any and all property taxes that accrue for his or her Unit after such Unit Owner purchases his or her Unit that are billed to the Association, the Declarant or another Unit Owner. If it is not clear from the taxing authority the amount of each Unit's obligation, each Unit's obligation shall be the percentages as set forth in Exhibit B. Each Unit Owner additionally has the responsibility and obligation to reimburse any third party who pays property taxes assessed to a Unit for a time period in which such Unit Owner owned the Unit, including but not limited to any penalties, late fees and/or interest assessed by a taxing authority.

3.10. Declarant's Control Period. Declarant shall have the power to appoint and remove officers and members of the Board of Members, until one hundred twenty (120) days after Declarant has conveyed seventy-five (75) percent of the Units in the Project to Owners other than Declarant, provided, however, that, should a formal Board of Directors be elected after Declarant's conveyance of seventy-five (75) percent of the Units to Owners other than Declarant, the Board members will be elected according to the voting rights set forth in Section 3.03.

3.11. Powers and Duties of the Board. The Board shall act in all instances on behalf of the Association, unless otherwise provided by the Declaration. The Board shall have all of the powers, authority and duties permitted pursuant to the Texas Property Code necessary and proper to manage the business and affairs of the Condominium, including specifically, but not limited to

enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.

3.12. Limitations on Powers of Board. Notwithstanding the powers set forth in Section 3.09 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 (1) year, except for a management contract approved by the Federal Housing Administration or Veteran's 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) 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

4.01. Covenant to Pay. Each Owner by the 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 and/or reserve fund to be used to defray expenses attributable to the ownership, operation, and maintenance of the Common Elements incurred 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.

4.02. Declarant's Covenant to Pay. Declarant covenants and agrees that from the initial assessment until Declarant control terminates, or for three years from the first conveyance of a Unit, whichever is earlier, the Declarant shall pay to the Association an amount equal to all operational expenses of the Association, less the operational expense portion of the assessments paid by unit owners other than Declarant. Such expenses do not include any expenses arising from or associated with improvements or units not yet issued a Certificate of Occupancy by the City of Austin.

4.03. Payment of Assessments on Conveyance of Unit. On the sale or conveyance of a Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Sections 4.05 and 4.06 of this Declaration refer shall first be paid out of the sale price 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 subdivisions of the State of Texas for taxes past due and unpaid on the Unit; and
- (b) Amounts due under mortgage instruments duly recorded.

4.04. Lien and Foreclosure for Delinquent Assessments. 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 non-judicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Association a power of sale, through a trustee designated in writing by the Association, in connection with any such liens. The lien for 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.

4.05. Regular Assessments. 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 to be made for any expected income and surplus from the prior years' fund. This estimated cash requirement shall be assessed to each Owner or Owners 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 (determined by the yearly charges as described above, divided by twelve), on or before the first day of each month.

4.06. Special Assessments. Special Assessments shall be made in accordance with the following: If the Board determines that the amount to be collected from the Regular Assessments will be inadequate to defray the Common Expenses for the year because of the cost of any construction, unexpected repairs, 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.

4.07. Limitations on Assessments. The Board may not, without the approval of a Majority of the voting power of the Association residing in Owners other than Declarant, impose a Regular Assessment per Unit that is more than twenty (20) percent greater than the Regular Assessment for the preceding year. These limitations shall not apply to a Special Assessment levied against an Owner to reimburse 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 in compliance with the provisions of the Association's Governing Instruments.

4.08. Dispute Regarding Repair and/or Maintenance. If the Owners cannot informally agree upon repair and/or maintenance issues, upon the written request of the Owner of any Unit, repair and/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 fifteen (15) days after receipt of the written request for repair and/or maintenance. If the Board is not able to agree upon a course of action to resolve the repair and/or maintenance issues on its agenda, the Board shall authorize the Owners of each affected Unit to each retain a licensed professional inspection company to inspect the Unit or Units alleged to require repair and/or maintenance. If the inspection companies cannot agree upon all repair and/or maintenance issues, they shall collectively name a disinterested

inspection company. The inspection company representatives shall then reach a consensus or Majority decision as to all repair and/or maintenance issues. When the inspection companies reach a decision, the Board shall immediately implement the decision, provided the Association has sufficient funds on hand to pay for required repair and/or maintenance, if such is not the responsibility of any Unit Owner(s). If there is found to be an Association expense, and if sufficient funds are not on hand, the Board shall approve a Special Assessment based on the estimate obtained under this provision to pay for the required repair and/or maintenance. If the required repair and/or maintenance is required to ensure 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 sixty (60) days from the date approved by the Board.

4.09. **Conflict in Documents.** If there is any conflict between the terms of this Section and any entity documents creating or regulating the Association or Project, the provisions of this Section shall control.

4.10. **Commencement of Assessments.** Regular Assessments shall commence on the first day of the month following the date of the closing of the first sale of a Unit in the Project.

4.11. **Liability for Assessments.** Each monthly portion of a Regular Assessment and each Special Assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom all assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

Article 5 – Restrictions and Covenants

5.01. **General Restrictions on Use.** The right of an Owner and the Owner's guest to occupy or use the Owner's Unit or to use the Limited Common Elements assigned to that Unit is subject to the following restrictions, in addition to those in the Rules and Regulations:

- (a) There shall be no obstruction of and nothing shall be stored in the General Common Elements. Nothing shall be stored in the Limited Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration or as follows: (1) items may be stored in designated storage areas, or (2) items may be stored in the Limited Common Elements if they are substantially behind fencing or an enclosure, so such stored items are substantially blocked from view from the street or the Limited Common Elements of the other Units.
- (b) 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.
- (c) No structure of a temporary character, trailer, shack, or other outbuilding shall be permitted on the Property at any time, temporarily or permanently, except with prior written consent of the Board; provided, however, temporary structures may be erected for use in connection with the repair or rebuilding of the buildings or structures or any portion thereof.

- (d) Nothing shall be substantially altered or constructed in or removed from the General Common Elements, except by the written consent of the Board, except as otherwise specifically allowed in this Declaration.
- (e) Nothing shall be constructed in the Limited Common Elements, except by the written consent of the Board, except as otherwise specifically allowed in this Declaration, or as expressly allowed as follows: storage sheds in a Unit's Limited Common Elements, additions of landscaping such as flowerbeds, planters, gardens, and planting of trees and bushes shall be expressly allowed to the extent that such landscaping does not substantially alter or substantially block any view from a window of another Unit.
- (f) Any alterations to the Units or Limited Common Elements reasonably visible from the street or other Units, including but not limited to alterations necessary for repairs or updating, shall be completed in a reasonable manner so that such alterations are substantially similar to the existing Unit or Limited Common Elements, except by the written consent of the Board and except as otherwise specifically allowed in this Declaration, with all Unit Owners understanding that reasonable alterations from the existing Unit and Limited Common Elements will likely be necessary when replacing or repairing trees, fencing, and other portions of the Unit or Limited Common Elements.
- (g) No Unit shall be allowed to substantially change the exterior paint color of the Units, exterior doors, exterior windows or fences, without the written consent of a Majority of Unit Owners.

5.02. Maintenance of Unit and Common Elements.

- (a) Each Unit Owner shall, at the Owner's sole cost and expense, reasonably maintain, repair and replace his or her Unit so as to keep it in good condition and repair, including, but not limited to, all fixtures, appliances, equipment, pipes, lines, wires, computer cables, cable wires, and conduits used in the production, heating, cooling and/or transmission of air, gas, water, electricity, communications, waste, water, sewage, and audio and video signals that serve only or are a part of the Unit Owner's Unit, and all interior walls, in a clean, safe and good condition. Without limitation on the generality of the foregoing, a Unit Owner shall reasonably maintain and keep in good repair any fire or smoke alarms or security system, the electrical and plumbing lines, the air conditioning compressor, fans, ductwork, heating unit and cooling coils, utilized in and for the Unit, as well as other fixtures appurtenant to such Unit which are situated within or installed into or on the Unit or Limited Common Element such as an air conditioning compressor, together with all pipes, wiring, ducts and other equipment appurtenant thereto.
- (b) A Unit Owner shall be obligated to reasonably repair and replace promptly any broken or cracked exterior windows, doors, or glass forming a boundary of such Unit, subject to the other Unit Owners' right to control the exterior finish and color as set forth in 5.01(g).
- (c) Except as otherwise set forth herein or restricted herein, a Unit Owner shall be responsible for maintaining his or her Limited Common Elements, including any

fences, walkways, patios, stairs, decks, installations, planters, gardens, flowerbeds, or yards.

- (d) Pipe leaks which are due to breaks, faulty connections, freeze damage, overflows, nails, or protrusions into pipes or appliances which exclusively serve the Unit Owner's Unit and which are the maintenance responsibility of the Unit Owner shall be repaired by the Unit Owner, unless such damage was caused by another Unit Owner or an agent of such Unit Owner and then the maintenance responsibility shall be the responsible Unit Owner. Such Unit Owner shall be responsible for any reasonable damages and reasonable cost of repairs to other Units or Common Elements due to such leaks.
- (e) Each Owner shall be reasonably responsible for eliminating any insects, termites, vermin, rodents, squirrels, birds or other animals (excluding pets) from his or her Unit, and for repairing any damage caused by such insects or animals.
- (f) Notwithstanding anything to the contrary contained in herein, a Unit Owner when exercising his right and responsibility of repair, maintenance, replacement, or remodeling shall use reasonable efforts to substantially maintain the exterior color and appearance of the Condominium, Unit, or a Limited Common Element, except with the written consent of the Board or the other Unit Owners as required herein. Each Unit Owner shall also reasonably maintain, repair and replace the Limited Common Elements associated with his or her Unit, including all fences located in or bordering a Unit's Limited Common Elements, except as otherwise set forth below in Section 5.02(i), and those portions of the Common Elements subject to an exclusive easement appurtenant to his or her Unit.
- (g) The Association shall reasonably maintain, repair and replace all portions of any General Common Elements, and items or improvements defined herein as Common Expenses, unless otherwise determined by the Board.
- (h) In such cases where utilities, equipment, sewer lines, water lines, or other utility infrastructure passes through a Unit, or a Unit's Limited Common Elements, but serves another Unit, each Owner shall allow access, not to be unreasonably withheld, in order to allow the other Owner access to utilities, equipment, sewer lines, water lines, or other utility infrastructure, in order that such utility infrastructure can be repaired and/or serviced. When such access is granted, the Unit Owner shall use reasonable efforts to not substantially alter the other Unit or Unit's Limited Common Elements to which access is granted.
- (i) The Owners of Unit A and Unit B shall equally and jointly share the duty and responsibility of the maintenance, repair or replacement of the fence between the Limited Common Elements of Unit A and Unit B, and such resulting expenses shall be shared and paid equally between Unit A and Unit B, and shall be the obligation of the Owners of Unit A and Unit B only. The Owners of Unit C and Unit D shall equally and jointly share the duty and responsibility of the maintenance, repair or replacement of the fence between the Limited Common Elements of Unit C and Unit D, and such resulting expenses shall be shared and paid equally between Unit C and Unit D, and shall be the obligation of the Owners of Unit C and Unit D only.
- (j) The Owner of Unit D shall solely have the duty and responsibility of the maintenance, repair or replacement of the ramp and/or stairs that exclusively serves

Unit D and is located on the portion of the walkway that is set forth as the Limited Common Element of Unit B and Unit D, and as such, any resulting expenses shall be the sole obligation of the Owner of Unit D.

5.03. Unit Owner's Failure to Maintain. In the event a Unit Owner fails to maintain such Unit Owner's Unit or the Limited Common Elements allocated to his Unit in accordance with Section 5.02 above or fails to repair any damage for which the Unit Owner is responsible under Section 5.04 below, and such maintenance and/or repair is reasonably necessary to preserve another Unit(s), the affected Unit Owner(s) may enter such Unit or Limited Common Element as may be reasonably necessary after giving at least three (3) days prior written notice to the Unit Owner and occupant of the Unit, to perform such maintenance, repair or replacement, and the expense incurred by that Unit Owner(s) in connection with such maintenance and repair work conducted thereon shall be a personal obligation of the Unit Owner of the affected Unit, shall constitute a lien upon such Unit, and shall be enforced in the same manner and to the same extent as provided under Texas Property Code Section 82.113.

5.04. Damage Liability. 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.

5.05. Exemption. Declarant shall be exempt from the restrictions of Section 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 lot and Common Elements as is reasonable necessary to carry on construction and sales activities.

Article 6 – Damage or Destruction

6.01. Insurance Requirement.

- (a) The master insurance policy pursuant to Paragraph 3.08 must provide that:
 - i) Each Unit Owner is an insured person under the policy with respect to liability arising out of the person's ownership of an undivided interest in the Common Elements or membership in the Association;
 - ii) The insurer waives its right to subrogation under the policy against a Unit Owner;
 - iii) No act or omission of a Unit Owner, unless within the scope of the Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
 - iv) If at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy provides primary insurance.

6.02. Application of Master Insurance Policy Proceeds.

- (a) If the Project is damaged or destroyed by fire or any other disaster, the Association shall use the master insurance proceeds, except as provided in Section 6.01 of this Declaration, to reconstruct, repair or replace the Project, unless the Condominium is

terminated, repair or replacement would be illegal under any state or local health or safety statute or ordinance, or at least eighty (80) percent of the Unit Owners, including each owner of a Unit or assigned Limited Common Element that will not be rebuilt or repaired, vote not to rebuild. A vote not to rebuild does not increase an insurer's liability to loss payment obligation under a policy, and the vote does not cause a presumption of total loss. The cost of repair or replacement in excess of the insurance proceeds and reserves is a common expense. If the entire Project is not repaired or replaced, any insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Project, the insurance proceeds attributable to the Units and Limited Common Elements that are not rebuilt shall be distributed to the Unit Owners of those Units and to which those Limited Common Elements are assigned.

- (b) If the Owners so vote as to not rebuild any Unit, that Unit's allocated interests as set forth in **Exhibit C** shall be automatically reallocated to the other Units, and the Association shall prepare, execute, and record an amendment to **Exhibit C** 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 master insurance proceeds, if any, 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 C** of this Declaration.
- (c) **Insufficient Insurance Proceeds.** When reconstruction is required by the terms of Section 6.02 of this Declaration, but the master insurance proceeds are insufficient to cover the cost of reconstruction, the costs in excess of the master insurance proceeds and reserves shall be considered a Common Expense (pro-rated by costs per Unit to rebuild) that is subject to the Association's lien rights.
- (d) **Obtaining Bids for Reconstruction.** 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 causality occurs, any Owner may obtain bids and call and conduct a meeting. 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 to Beneficiaries Under Deeds of Trust

7.01. Rights to 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, foreclosure, or take title to a 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 a 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) A beneficiary under a first lien deed of trust is entitled, within ten (10) days, to written notification from the Association of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
- (d) A beneficiary under a first lien deed of trust is entitled, within ten (10) days, to written notification from the Association of a lapse, cancellation, or material modification of any insurance policy maintained by the owners' association; and
- (e) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any proposed action that requires the consent of a specified percentage of mortgagees.
- (f) Any beneficiary under a first lien deed of trust who obtains title to a 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.
- (g) Unless fifty-one percent (51%) of the beneficiaries under the first deeds of trust (based on one (1) 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 a 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.
- (h) 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.
 - (i) 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 lien 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.
 - (j) 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

8.01. Amendment.

- (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 sixty-seven (67) percent of the ownership interests in the Project.
- (b) An amendment of the Declaration may not alter or destroy a Unit or a Limited Common Element without the consent of the affected Owner and the Owner's first lien mortgagee.
- (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.

8.02. Dispute Resolution.

- (a) Subject to the provisions hereof and the Texas Property Code, in the event of any controversy, dispute, claim, question or disagreement arising out of or relating to this Declaration, or the governing instruments of the Association, or the breach thereof, the parties to such controversy, dispute, claim, question or disagreement shall use their best efforts to settle such controversy, dispute, claim, question or disagreement. Towards that end, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to all parties.
- (b) To the extent allowed by the Texas Property Code and applicable Texas law, if the parties to any controversy, dispute, claim, question or disagreement do not reach a negotiated solution within a period of thirty (30) days after the dispute arises, then upon notice by any party to the other parties, such controversy, dispute, claim, question or disagreement shall be submitted to mediation before resort to binding arbitration. The consent or approval of the Association, Board or Owners shall not be required to permit an Owner to require mediation and any subsequent arbitration.

- (c) Any party shall initiate mediation, by notifying the other parties, in writing, of his or her intent to mediate a dispute. Such notification shall set forth the nature of the dispute, the amount involved, if any, and the remedy sought. The date that the written notice is received by the other parties is the Notification Date. Mediation shall be held not later than thirty (30) days from the Notification Date. A Mediator shall be jointly agreed upon between the parties, within five (5) days of the Notification Date. If the parties are unable to agree upon a Mediator, then each party shall appoint a Mediator, and those Mediators will select a disinterested Mediator who shall mediate the dispute. The fees of the Mediator and all costs of Mediation shall be shared equally by the parties.
- (d) If the parties are unable to resolve all of their disputes through mediation, then any and all remaining disputes shall immediately be submitted to arbitration. The parties shall proceed with arbitration under the rules and guidelines set forth by the American Arbitration Association. Any court with competent jurisdiction may enter any judgment resulting from arbitration.
- (e) If the need for arbitration arises, any party shall initiate arbitration, by notifying the other parties, in writing, of his or her intent to arbitrate the dispute. Such notification shall set forth the nature of the dispute, the amount involved, if any, and the remedy sought. The date that the written notice is received by the other parties is the Notification Date. An arbitration shall be held not later than thirty (30) days from the Notification Date. An arbitrator shall be jointly agreed upon between the parties, within five (5) days of the Notification Date. If the parties are unable to agree upon an arbitrator, then each party shall appoint an arbitrator, and those arbitrators will select a disinterested arbitrator who shall arbitrate the dispute. The arbitration award shall include a determination as to which party or parties should incur all or a portion of the cost of arbitration, and any related fees and expenses.
- (f) Each Mediator and Arbitrator appointed hereunder shall be an unbiased, third party, with no personal interest in the outcome of the dispute.
- (g) Each party shall continue performance of the Governing Instruments pending resolution of the dispute. Nothing herein shall be construed as limiting a party's right to seek injunctive relief to prevent a breach or anticipated breach of the Governing Instruments, pending a resolution of the controversy pursuant to the provisions of this Section.

8.03. Nonwaiver of Remedies. 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.

8.04. Severability. The provisions of this Declaration and the Governing Instruments 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.

8.05. Binding. 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.

8.06. **Interpretation.** 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.

8.07. **Limitation of Liability.** 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.

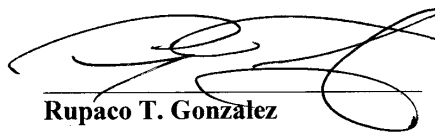
8.08. **Fair Housing.** Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, sexual orientation, or national origin.

8.09. **Notices.**

- (a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given when delivered personally at the appropriate address, or seventy-two (72) hours after deposit in any United States post office box, postage prepaid, certified mail, return receipt requested, addressed to appropriate address.
- (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 Owner's Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association and by written notice to all Owners. Notices to the Manager shall be addressed to the address designated by the Manager, if any. Notices to Declarant shall be addressed to the address for Declarant set forth above.

8.10. **Number, Gender, and Headings.** 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.

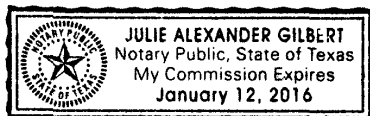
Declarant's Signature:


Rupaco T. Gonzalez

ACKNOWLEDGEMENT

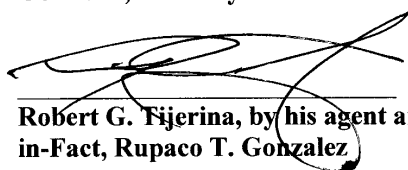
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of April, 2014, by Rupaco T. Gonzalez.




Notary in and for the State of Texas

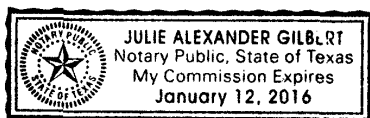
Robert G. Tijerina, acting by Rupaco T. Gonzalez, Attorney-in-Fact


Robert G. Tijerina, by his agent and Attorney-in-Fact, Rupaco T. Gonzalez.

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of April, 2014, by Robert G. Tijerina, by his agent and Attorney-in-Fact, Rupaco T. Gonzalez.



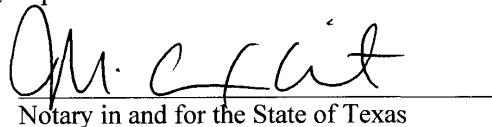

Notary in and for the State of Texas

Exhibit A

9100 Mountain Ridge Drive, Building 5, Austin, Texas 78759, otherwise known as,

Lot 16, Block A, The Meadow, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 77, Page 65, Plat Records of Travis County, Texas.

Exhibit B

Limited Common Elements of Unit A

The Limited Common Elements of Unit A consist of:

- (a) the mail receptacles, yards, gardens, fences, parking spaces and walks assigned to Unit A, as set forth in **Exhibit E**; and
- (b) the installations consisting of the equipment and materials making up the central services such as gas, refrigerant, central air conditioning and central heat, water tanks, heaters, pumps and the like, to the extent that such equipment and materials serves more than one Unit.

Limited Common Elements of Unit B

The Limited Common Elements of Unit B consist of:

- (a) the mail receptacles, yards, gardens, fences, parking spaces and walks assigned to Unit B, as set forth in **Exhibit E**; and
- (b) the installations consisting of the equipment and materials making up the central services such as gas, refrigerant, central air conditioning and central heat, water tanks, heaters, pumps and the like, to the extent that such equipment and materials serves more than one Unit.

Limited Common Elements of Unit C

The Limited Common Elements of Unit C consist of:

- (a) the mail receptacles, yards, gardens, fences, parking spaces and walks assigned to Unit C, as set forth in **Exhibit E**; and
- (b) the installations consisting of the equipment and materials making up the central services such as gas, refrigerant, central air conditioning and central heat, water tanks, heaters, pumps and the like, to the extent that such equipment and materials serves more than one Unit.

Limited Common Elements of Unit D

The Limited Common Elements of Unit D consist of:

- (a) the mail receptacles, yards, gardens, fences, parking spaces and walks assigned to Unit D, as set forth in **Exhibit E**; and

(b) the installations consisting of the equipment and materials making up the central services such as gas, refrigerant, central air conditioning and central heat, water tanks, heaters, pumps and the like, to the extent that such equipment and materials serves more than one Unit.

General Common Elements

The General Common Elements, if any, are as set forth in **Exhibit E**.

Percentage Interests

Each Unit Owner's undivided interest in the Common Elements is Twenty-Five Percent (25%).

Each Unit Owner's interest in the Common Expenses of the Association is Twenty-Five Percent (25%).

Each Unit Owner's portion of votes in the Association is Twenty-Five Percent (25%).

Owner's Unit Twenty-Five Percent (25%) of the entire Project.

Each Unit Owner's responsibility for any property taxes assessed against the Project in its entirety, including but not limited to assessments made in the year in which this Declaration is filed, shall be paid as follows:

Unit A: 25%

Unit B: 25%

Unit C: 25%

Unit D: 25%

Exhibit C

Unit A: Twenty-Five Percent (25%)

Unit B: Twenty-Five Percent (25%)

Unit C: Twenty-Five Percent (25%)

Unit D: Twenty-Five Percent (25%)

Exhibit D

The Property is subject to the easements and restrictive covenants of record in Travis County, Texas, including but not limited to those recorded in:

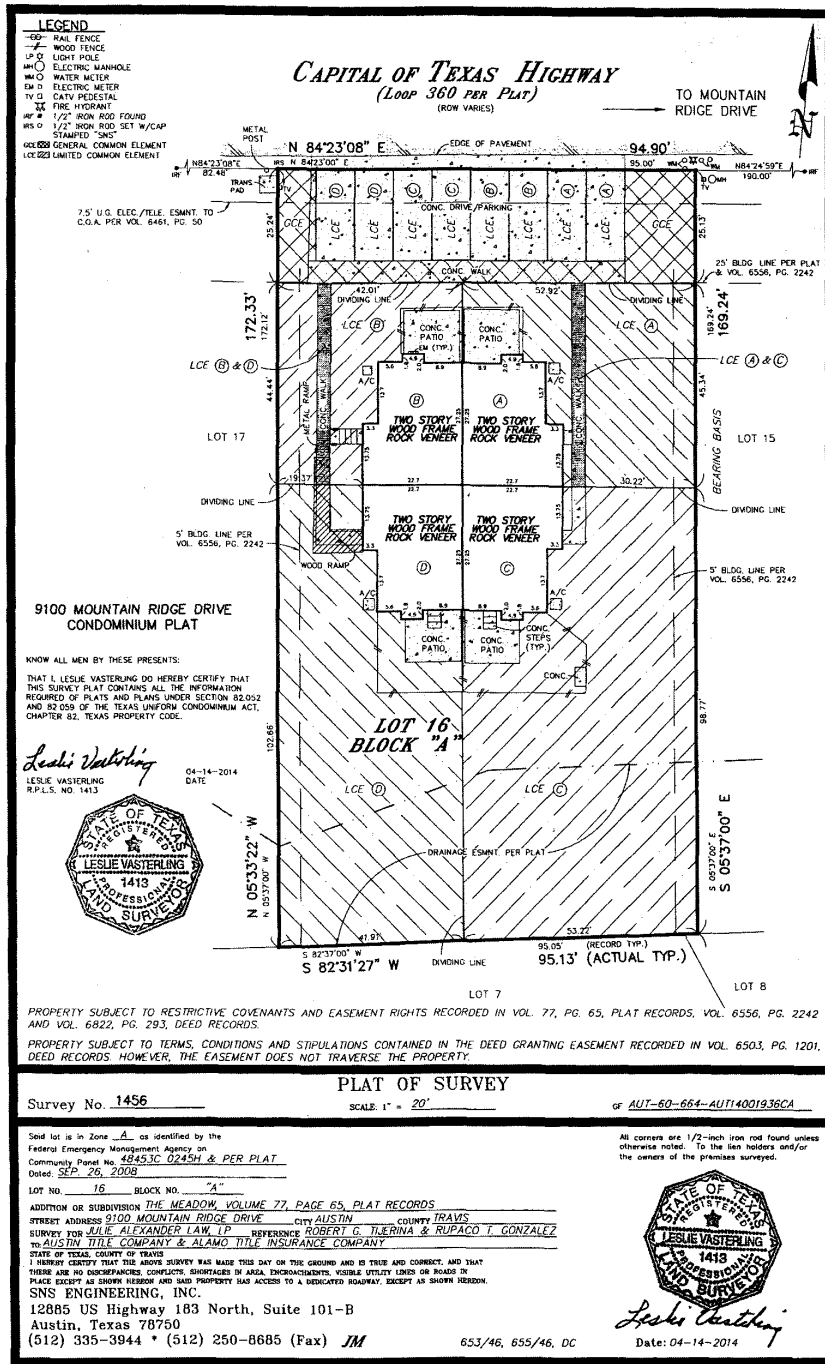
Volume 77, Page 65, Plat Records of Travis County, Texas.

Volume 6556, Page 2242 and Volume 6822, Page 293 of the Real Property Records, Travis County, Texas.

Volume 6461, Page 50, Real Property Records, Travis County, Texas.

Volume 6503, Page 1201, Real Property Records, Travis County, Texas.

Exhibit E



KNOW ALL MEN BY THESE PRESENTS:
 THAT I, LESLIE VASTERLING DO HEREBY CERTIFY THAT
 THIS SURVEY PLAT CONTAINS ALL THE INFORMATION
 REQUIRED BY PLATS AND PLANS UNDER SECTION 62.002
 AND 82.056 OF THE TEXAS UNIFORM CONDOMINIUM ACT,
 CHAPTER 92, TEXAS PROPERTY CODE.

Leslie Vasterling
 LESLIE VASTERLING
 R.P.L.S. NO. 1413
 04-14-2014
 DATE



PROPERTY SUBJECT TO RESTRICTIVE COVENANTS AND EASEMENT RIGHTS RECORDED IN VOL. 77, PG. 65, PLAT RECORDS, VOL. 6556, PG. 2242 AND VOL. 6822, PG. 293, DEED RECORDS.
 PROPERTY SUBJECT TO TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THE DEED GRANTING EASEMENT RECORDED IN VOL. 6503, PG. 1201, DEED RECORDS. HOWEVER, THE EASEMENT DOES NOT TRAVERSE THE PROPERTY.

PLAT OF SURVEY

Survey No. 1456 SCALE: 1" = 20' OF AUT-60-664-AUT14001936CA

Said lot is in Zone A, as identified by the
 Federal Emergency Management Agency on
 Community Panel No. 48453C 0245H & PER PLAT
 Dated SEP. 26, 2008

All corners are 1/2-inch iron rod found unless
 otherwise noted. To the land holders and/or
 the owners of the premises surveyed.

LOT NO. 16 BLOCK NO. "A"
 ADDITION OR SUBDIVISION THE MEADOW, VOLUME 77, PAGE 65, PLAT RECORDS
 STREET ADDRESS 9100 MOUNTAIN RIDGE DRIVE CITY AUSTIN COUNTY TRAVIS
 SURVEY FOR JULIE ALEXANDER LAW, LP REFERENCE ROBERT G. TILERINA & RUPACO T. GONZALEZ
 TO AUSTIN TITLE COMPANY & ALAMO TITLE INSURANCE COMPANY
 STATE OF TEXAS, COUNTY OF TRAVIS
 I HEREBY CERTIFY THAT THE ABOVE SURVEY WAS MADE THIS DAY ON THE GROUND AND IN THE AND CORRECT, AND THAT
 THERE ARE NO ENCUMBRANCES, CONFLICTS, ENCUMBRANCES IN AREA, ENCUMBRANCES, VISIBLE UTILITY LINES OR ROAD IN
 PLACE EXCEPT AS SHOWN HEREON AND SAID PROPERTY HAS ACCESS TO A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.
 SNS ENGINEERING, INC.
 12885 US Highway 183 North, Suite 101-B
 Austin, Texas 78750
 (512) 335-3944 • (512) 250-8685 (Fax) JM 653/46, 655/46, DC




Declaration of Covenants, Conditions and Restrictions
 9100 Mountain Ridge Drive Building 5 Condominiums
 26

Exhibit F

MANAGEMENT CERTIFICATE

The undersigned President of the 9100 Mountain Ridge Drive Building 5 Condominium Association gives notice that the information regarding officers and management of the Association is as stated below.

1. Exact name of Owners' Association: 9100 Mountain Ridge Drive Building 5 Condominium Association.
2. Name of project: 9100 Mountain Ridge Drive Building 5 Condominiums.
3. Address of project: 9100 Mountain Ridge Drive, Building 5, Austin, Texas 78759.
4. Exact name of Declaration of Covenants, Conditions and Restrictions: **Declaration of Covenants, Conditions and Restrictions for 9100 Mountain Ridge Drive Building 5 Condominiums.**
5. Declaration Recording Data: Document No. 204054128, Official Public Records of Travis County, Texas.
6. Name of Declarant: Rupaco T. Gonzalez and Robert G. Tijerina.
7. The President of the Association is the Managing Agent of the Association.
8. Name and mailing address of President of the Association: Rupaco T. Gonzalez, 8127 Mesa Drive, #B206-117, Austin, TX 78759.

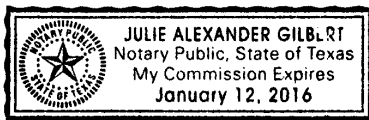


Rupaco T. Gonzalez, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of April, 2014, by Rupaco T. Gonzalez, as President of the 9100 Mountain Ridge Drive Building 5 Condominium Association.





Notary in and for the State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Apr 16, 2014 02:58 PM

2014054128

GONZALESM: \$134.00

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.