CHERNOSKY SUBDIVISION No 9

STATE OF TEXAS)
COUNTY OF TRAVIS) KNOW ALL MEN BY THESE PRESENTS:

That I, M. E. Chernosky, sole owner of the hereon described 10 acre tract of land, being Outlot #21, Division "B" of the Government Outlots adjoining the City of Austin, Travis County, Texas, conveyed to me by deed of record in Volume 727, page 217 of the Deed Records of Travis County, Texas, do hereby adopt this map or plat as my Subdivision to be known as CHERNOSKY SUBDIVISION # 9, and I have dedicated and do hereby dedicate to the public all streets as shown on said map or plat as far as my interest may appear.

Witness My Hand this 8th day of [illegible] A.D. 1944.

M. E. Chernosky
M. E. Chernosky (owner)

STATE OF TEXAS)
COUNTY OF TRAVIS) Before me, the undersigned a Notary Public in and for said County and State, on this day personally appeared M. E. Chernosky, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under My Hand and Seal of Office this the 9th day of February A.D. 1944.

Violet Thiele
Notary Public, Travis County, Texas.

APPROVED BY CITY PLAN COMMISSION

Date: Mar 9 1944
H. Hudson
Chairman

Date: Mar 9 1944
E. J. Robert
Secretary

Date: Mar 9 1944
[illegible]
Member

Date: Mar 9 1944
Mrs. O. W. McCallum
Member

APPROVED FOR ACCEPTANCE

Date: 3-9-44

J. E. Nothnagel
J. E. Nothnagel, City Engineer,
Austin, Texas.

THE STATE OF TEXAS)
COUNTY OF TRAVIS) I, Miss Emilie Limberg Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing Instrument of Writing with its Certificate of Authentication, was filed for Record in my office on the 10 day of Mch A.D. 1944 at 2:30 o'clock P.M., and duly recorded on the 10 day of Mch A.D. 1944 at 3 o'clock P.M. in the Plat Records of said County in Book No. 4 Page 190 to inclusive.

Witness My Hand and Seal of the County Court of said County the last date above written.

By Elsie Pruett
Deputy

Emilie Limberg
Miss Emilie Limberg
Clerk County Court, Travis County, Texas

FILED FOR RECORD
At 2:30 o'clock P.M. on the 10 day of Mch A.D. 1944.

Emilie Limberg
Miss Emilie Limberg
Clerk County Court, Travis County, Texas
By Elsie Pruett
Deputy

Surveyed in 1944 by O. Leonard
O. Leonard
Licensed Civil Engineer.

Scale: 1" = 100'
o Denotes iron pipe

EASEMENTS
An easement of five(5) feet along the rear of all lots is reserved for public utilities.

N

Out lot 20

D. B. Stevenson Vol. 654 pg 502

Louis Patterson Vol. 535 page 460

N.W. Holland Vol. 118 page 52

John E. Sallie Minor Vol. 204 page 618

Bethany Cemetery

Outlot 18½

STREET
DELONEY
AVENUE
BLOCK
No 1
No 2
No 3
No 4
LUNA
COMETA
PEREZ
FENCE IN PLACE
East 12th Street

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Aug 20, 2019 01:58 PM Fee: $ 114.00
2019126537
Electronically Recorded

When Recorded Return to:
Taylor & Coughlin, PLLC
800 Rio Grande Street
Austin, Texas 78701

DECLARATION OF CONDOMINIUM REGIME FOR THE 1210 LUNA SITE CONDOMINIUMS

STATE OF TEXAS §
COUNTY OF TRAVIS §

Preamble

This Declaration is made on the 15th day of August, 2019 in Austin, Texas, by **20188WY-01, LLC, A Wyoming Limited Liability Company** (the "Declarant"), whose mailing address is **5212 Guadalupe Street, Apt. A, Austin, Texas 78751.**

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 **1210 Luna Street, Austin, Texas 78721** (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 **"1210 Luna Site 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 two (2) 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 **"1210 Luna Site 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 percentage of undivided interests in the Common Elements of the Condominium, (c) a 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 **1210 Luna Site 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 In the event that the management of the Association is vested exclusively in the Members in accordance with the Certificate of Formation or Bylaws, reference to the "Board" or approval of the "Board" shall mean the Members of the Association (being all of the Unit Owners), or approval of a Majority of the Members of the Association, as appropriate given the context.

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, if any.

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 arising from or associated with any utility service installations that are located on the Property and serve both Units;

(3) all other reasonable expenses declared to be Common Expenses by

provisions of this Declaration or by the other Governing Instruments.

1.07 **Condominium.** *Condominium* means the **1210 Luna Site 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 either (i) one hundred twenty (120) days after Declarant has conveyed fifty (50) percent of the Units in the Project to Owners other than Declarant; or (ii) until Declarant conveys both Units, whichever occurs first.

1.10 **Declaration.** *Declaration* means this Declaration of Condominium Regime for the **1210 Luna Site Condominiums** and all that it contains.

1.11 **Dwelling.** *Dwelling* shall mean the structures situated on the Platted Lot as shown on **Exhibit E** and includes the structure's exterior surfaces of the perimeter walls, bearing walls and columns, exterior doors and windows, roof, underlying foundation and footings, exterior halls, stairways, entrances and exits, shutters, awnings, doorsteps, porches, balconies, exterior doors, exterior windows, interior floors, and interior walls, ceilings, all lath, furring, sheetrock, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting part of the finished surfaces.

1.12 **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.

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

1.14 **Limited Common Elements**. NONE

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

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

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

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

1.19 **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 two (2) Units.

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

1.21 **Unit.** *Unit* shall mean and refer to the three-dimensional space that is made up of the perimetrical boundaries shown in Exhibit E and Unit shall also include the airspace within the perimetrical boundary of each Unit listed in Exhibit E extending up 50' into the airspace from the grade (surface). Unit shall include any Dwelling that lies within such boundaries as described below in Section 2.02. Each Unit shall consist of all improvements within the allocated areas, which are shown on the certified plat 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 any Dwelling that is a part of a Unit, regardless of variances between Unit boundaries or dimensions shown on the certified plat **(Exhibit E)** and the actual boundaries.

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.** 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 are set forth in Exhibit E, which includes any Dwelling situated within the perimetrical boundary of each Unit. The underlying foundation, exterior halls, stairways, entrances and exits, shutters, awnings, doorsteps, porches, balconies, patios, decks, terraces, garages, carports, exterior doors, and exterior windows are specifically made a part of each Unit. Any chute, flue, duct, wire, conduit, bearing wall, bearing column, 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, and interior walls and ceilings. All lath, furring, sheetrock, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, 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 Dwelling, and any other changes allowed in this Declaration or the Rules and Regulations.

2.03 **Changes to a Unit or Common Elements.** Each Unit Owner shall have the exclusive right and shall be entitled to make the following changes to his or her Unit:

(a) **Compliance with City of Austin Ordinances and Prohibition Against Interference with Water Flow and Drainage.** Any change to a Unit or Dwelling within a Unit shall comply with all applicable city, county, state or other laws, ordinances and/or codes, and the Unit Owner or Association is required to obtain a City of Austin permit for any change to a Unit that requires a permit. Furthermore, any alteration or improvement to a Unit shall not interfere with the drainage systems and drainage design of the Project, and they shall not impede or alter the natural flow or drainage and/or surface run-off water on the Project. Declarant shall not be responsible for damages, including but not limited to flooding, pooling of water, and/or erosion resulting from any Owner's alterations, changes and/or improvements to a Unit. Any addition of square footage to a Dwelling situated within a Unit shall not alter a Unit Owner's percentage ownership or voting right as otherwise set forth in this Declaration or other Governing Instruments.

(b) Additionally, subject to the restrictions set forth herein and those imposed by the City of Austin, each Owner shall be entitled to the exclusive right to change the interior and exterior style, size or shape of his or her Dwelling within a Unit and/or changes to decks, walkways and/or porches, demolition of any existing Dwelling and the construction of a new Dwelling remodeling to increase or decrease the square footage of a Dwelling, remodeling of the exterior and/or interior of a Dwelling, or other

allowable means.

(c) If one does not exist, any Unit Owner may erect a fence on the dividing line between the Units, 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 on the Property or in the neighborhood shall be considered reasonable. If the Unit Owners agree to erect a fence on a dividing line of the Units, the costs and expenses of the construction of such a fence shall be borne equally by each Unit Owner. If the Unit Owners do not agree to erect a fence, or the fence is not located on a dividing line between the Units, 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 Dwelling.

(d) A Unit Owner shall be allowed reasonable access to the other Unit for any purpose reasonably related to a remodel, alteration or addition to a Dwelling, including but not limited to access for permitting, surveying, inspections, access to utilities, and /or the drafting of plans.

(e) If not present at the time of the initial purchase of a Unit from the Declarant, neither Unit Owner shall build, erect or install a pool or hot tub without the express written unanimous consent of all the other Unit Owners.

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 certified plat attached as Exhibit E (the "Allocated Remaining Coverage and Size"), if any, is hereby allocated between the Units as follows:

Unit 1: 61%
Unit 2: 39%

Each Unit shall be allowed to utilize up to the above 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 Dwelling within a Unit 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 **Partition of Common Elements.** The Common Elements, both General and Limited, if any, 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.

2.07 **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.

2.08 **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.

2.09 **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.

2.10 **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 **1210 Luna Site 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 Unit shall be entitled to an equal number of votes, regardless of the number of owners. For example, if Unit 1 is owned by one person, and Unit 2 is owned by three people, then each Unit shall be entitled to three 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 the items listed below and all General Common Elements, including but not limited to the following:

i. Any utility service installations that are located on the Property and serve both Units, including but not limited to shared sewer pipes and shared irrigation systems;

ii. Any utility service installations that are located on the Property and serve both Units, including but not limited to shared sewer pipes and shared irrigation systems; and

iii. Plumbing, structural or electrical repair and maintenance that is located in a common wall between Units, if such work affects both Units, and is determined necessary by a third-party expert, unless otherwise agreed by the Unit Owners.

(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. In the event that there are no General Common Elements, the Association shall have no duty under this provision.

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

a. To the extent not separately metered and charged, 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.
b. 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.
c. The services of personnel that the Board shall determine to be necessary or proper for the operation and maintenance of the Common Elements.
d. 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 this Declaration is recorded, 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 that are billed to the Project, 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. If any Unit Owner fails to make timely payment of any property taxes for which he or she is obligated, that Unit Owner additionally has the responsibility and obligation to reimburse any third party, the Association or any other Owner 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 either (i) one hundred twenty (120) days after Declarant has conveyed fifty (50) percent of the Units in the Project to Owners other than Declarant; or (ii) until Declarant conveys both Units, whichever occurs first, provided, however, that, should a formal Board of Directors be elected after Declarant's conveyance of fifty (50) 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 either 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 Unit to each retain a licensed professional inspection company to inspect the Unit or Units alleged to require repair and/or maintenance. If the two inspection companies cannot agree upon all repair and/or maintenance issues, they shall collectively name a third inspection company. The three 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 Article and any entity documents creating or regulating the Association or Project, the provisions of this Article 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 and any Dwelling within 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, if any.

(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, any Unit Owner may install a storage shed on his or her Unit in an area behind fencing and temporary structures may be erected for use in connection with the construction, 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, if any, except by the written consent of the Board, except as otherwise specifically allowed in this Declaration.

(e) Any alterations to any Dwelling reasonably visible from the street or other Unit, including but not limited to alterations necessary for repairs or updating, shall be completed in a reasonable manner

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 and exterior walls, the roof, foundation and structural components of any Dwelling 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's Dwelling, as well as other fixtures appurtenant to such Unit's Dwelling which are situated within or installed into or on the Unit 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's Dwelling.

(c) 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.

(d) 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.

(e) 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 appearance of the Dwelling.

(f) The Association shall reasonably maintain, repair and replace all portions of any General Common Elements, if any, and items or improvements defined herein as Common Expenses, unless otherwise determined by the Board.

(g) In such cases where utilities, equipment, sewer lines, water lines, or other utility infrastructure passes through a Unit, 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 other Unit Owner shall use reasonable efforts to not substantially alter the Unit to which access is granted.

5.03 **Unit Owner's Failure to Maintain.** In the event a Unit Owner fails to reasonably maintain such Unit Owner's Unit or Dwelling in accordance with Section 5.02 above or fails to reasonably 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, the other Unit Owner

may enter any Unit as may be reasonably necessary after giving at least three (3) days prior written notice to the Unit Owner and occupant of the Dwelling, to perform such maintenance, repair or replacement, and the expense incurred by that Unit Owner 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 reasonably necessary to carry on construction and sales activities.

Article 6 - Damage or Destruction

6.01 **Insurance Requirement – Separate Hazard Policies on the Units**

(a) Unless otherwise determined by the Board, Each Unit Owner is required to maintain an individual policy or policies of property insurance, insuring against all risks of direct physical loss commonly insured against, including fire insurance with extended coverage endorsement for the full insurable replacement value (as of the effective date and at each renewal date of the policy) of his or her Unit.

(b) **Rebuilding, Insufficient Insurance Proceeds.** If the Project is damaged or destroyed by fire or any other disaster, each Unit Owner shall use any of his or her insurance proceeds, to reconstruct, repair or replace: (1) his or her Unit, (2) his or her percentage of any General Common Elements, and (3) any other portion of the Project owned or assigned to his or her use, 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 one-hundred (100) percent of the Unit Owners 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 of a Unit or a structure or fixture in a Common Element in excess of the insurance proceeds is an expense of the Unit Owner to which such is assigned (or if referring to a General Common Element, an expense of the Unit Owner in the same percentage as his or her ownership).

(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 Unit, and the Association shall prepare, execute, and record an amendment to **Exhibit C** of the Declaration reflecting the reallocation.

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 or 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 granter.

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 granter 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 a 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 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.**

(b) 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.

(c) 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.

(d) 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 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 Mediator who shall mediate the dispute. The fees of the Mediator and all costs of Mediation shall be shared equally by the parties.

(e) 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.

(f) 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 party is the Notification Date. Arbitration shall be held not later than thirty (30) days from the Notification Date. An arbitrator shall be jointly agreed upon by 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 an 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.

(g) Each Mediator and Arbitrator appointed hereunder shall be an unbiased, third party, with no personal interest in the outcome of the dispute.

(h) 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:

20188WY-01, LLC
A Wyoming Limited Liability Company

By: Fortunate Foundations, LLC,
A Wyoming Limited Liability Company
Its: Manager

Laurence Ramirez, Manager

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of August, 2019, by Laurence Ramirez as Manager of Fortunate Foundations, LLC, the Manager of 20188WY-01, A Wyoming Limited Liability Company for the purposes therein stated.

JOHN MICHAEL TAYLOR
Notary Public, State of Texas
Comm. Expires 06-19-2022
Notary ID 131610666

Notary Public, State of Texas

Exhibit A

Lot 6, Block 2, CHERNOSKY SUBDIVISION # 9, a subdivision in Travis County, Texas, according to the map or plat recorded in Volume 4, Page 190, Plat Records of Travis County, Texas.

The Real Property or its address is commonly known as **1210 Luna Street, Austin, Texas 78721.**

Exhibit B

Limited Common Elements of Unit 1

The Limited Common Elements of Unit 1: NONE

Limited Common Elements of Unit 2

The Limited Common Elements of Unit 2: NONE

General Common Elements

The General Common Elements, if any, are as set forth in **Exhibit E** and this Declaration. The common fences dividing the yards of the two units are General Common Elements.

Percentage Interests

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

Each Unit Owner's interest in the Common Expenses of the Association is:
Unit 1: 61%
Unit 2: 39%

Each Unit Owner's portion of votes in the Association is 50%.

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 1: 61%
Unit 2: 39%

Exhibit C

Unit 1: 61%
Unit 2: 39%

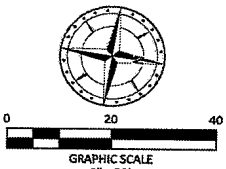
Exhibit D

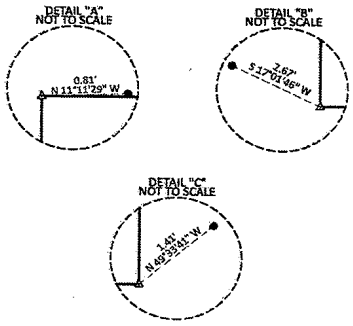
The Property is subject to the easements and restrictive covenants of record in Travis County, Texas, including but not limited to:

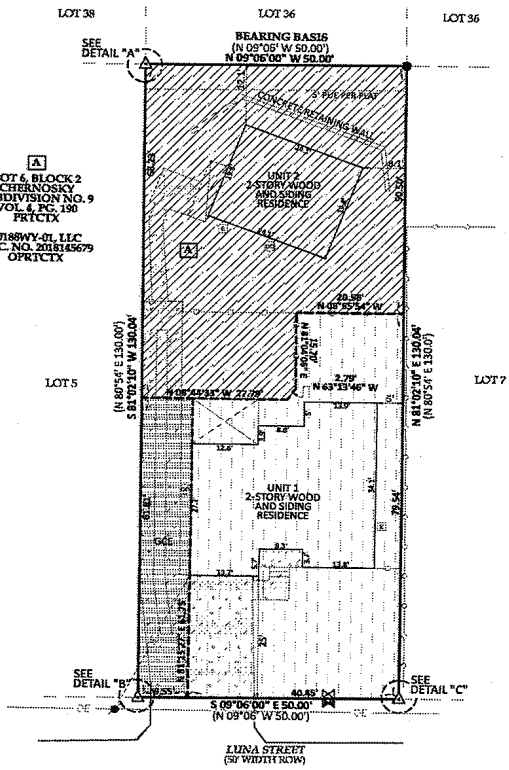
Purpose:	public utilities
Affects:	5' along the rear of all lots
Recording No:	Volume 4, Page 190, Plat Records of Travis County, Texas

Exhibit E
CERTIFIED SURVEY

1210 LUNA STREET CONDOMINIUMS







LEGEND
- 1/2" IRON ROD (UNLESS NOTED)
- CALCULATED POINT (NOTHING FOUND OR SET)
- POWER POLE
- CLEAN OUT
- ELECTRIC METER
- WATER METER
- WATER VALVE
- SUBJECT TRACT BOUNDARY
- COMMON ELEMENT/UNIT BOUNDARY
- ADJOINER TRACT BOUNDARY
- CHAIN LINK FENCE
- OE OVERHEAD ELECTRIC
- WOOD FENCE
- GCE GENERAL COMMON ELEMENT
- PUE PUBLIC UTILITY EASEMENT
- ( ) RECORD INFORMATION
- OPRTCTX OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TX
- PRTCTX PLAT RECORDS TRAVIS COUNTY, TX
- CONCRETE SURFACE
- COVERED PATIO
- GENERAL COMMON ELEMENT
- UNIT 1
- UNIT 2

LEGAL DESCRIPTION
LOT 6, BLOCK 2, CHERNOSKY SUBDIVISION # 9, AN ADDITION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN BOOK 4, PAGE 190, PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

SURVEYOR'S NOTES:

1. BEARING BASIS SHOWN HEREON IS BASED UPON RECORD PLAT INFORMATION.
UNITS: US SURVEY FEET

2. ONLY THOSE SURVEY RELATED EASEMENTS AND RESTRICTIONS LISTED IN SCHEDULE 'B' OF THE TITLE COMMITMENT NO. 19-426682-AM, EFFECTIVE DATE: JUNE 20, 2019, ISSUED: JULY 3, 2019 BY FIRST NATIONAL TITLE INSURANCE COMPANY, AND RELISTED BELOW WERE REVIEWED FOR THIS SURVEY. NO ADDITIONAL RESEARCH FOR EASEMENTS OR RESTRICTIONS AFFECTING THIS TRACT WAS PERFORMED BY WHITECAP SURVEY COMPANY, LLC.

- NO SURVEY RELATED SCHEDULE "B" ITEMS WERE LISTED

3. THIS PLAT COMPLIES WITH THE CURRENT CHAPTER 82.059 OF THE UNIFORM CONDOMINIUM ACT OF THE TEXAS PROPERTY CODE.

4. APPROXIMATE IMPERVIOUS COVER -
RESIDENCE -
UNIT 1 - 1,043.28 SQ.FT.
UNIT 2 - 476.82 SQ.FT.
COVERED PORCH AREAS - 161.64 SQ.FT.
CONCRETE STEPS AND WALKWAYS - 183.20 SQ.FT.
CONCRETE RETAINING WALL - 39.87 SQ.FT.
CONCRETE DRIVEWAYS - 965.80 SQ.FT.
TOTAL IMPERVIOUS COVER - 2,870.61 SQ.FT
GROSS LAND AREA - 6,501.98 SQ.FT.
PERCENTAGE OF IMPERVIOUS COVER - 44.15%

SURVEYED BY:

8/14/2019
DATE

WILLIAM R. HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355 - STATE OF TEXAS

SHEET 1
OF 1

PROJECT NAME:	1210 LUNA CONDO
CLIENT:	FORTUNATE FOUNDATIONS
JOB NUMBER:	1900025
SURVEY DATE:	JULY 13, 2019
SURVEYOR:	WH
TECHNICIAN:	WH,LH

WHITECAP SURVEY COMPANY
WHITECAP SURVEY COMPANY, LLC
TBPLS FIRM NO. 10194424
PO BOX 1225
DRIPPING SPRINGS, TX 78620
(512) 808-0102
EMAIL: INFO@WHITECAPSURVEY.COM

Exhibit F
CONSENT OF MORTGAGEE

STATE OF TEXAS §
COUNTY OF Travis §

The undersigned, being the sole owner and holder of a Deed of Trust lien dated **September 6, 2018,** recorded under **Document No. 2018145680** of the official Public Records of Travis County, Texas, securing a note of even date therewith executes this Consent of Mortgagee solely for the purpose of evidencing its consent to recordation of this Declaration of Condominium Regime for the **1210 Luna Site Condominiums**, a condominium to be filed and recorded in the Official Public Records of Travis County, Texas, and makes no representation or warranty, express of implied, of any nature whatsoever, to any Owner with respect to any Unit or the effect of the terms and provisions of this condominium regime.

MORTGAGEE:

Loan Ranger Capital Investments, LLC,
A Texas Limited Liability Company

By: _____
Name: Zachary Lofton
Its: President

STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on the 19th day of August, 2019, by Zachary Lofton, the President of Loan Ranger Capital Investments, LLC, A Texas Limited Liability Company for the purposes therein stated.

_____
Notary Public, State of Texas

LUCILLE ANN MORENO
Notary Public, State of Texas
Comm. Expires 06-05-2021
Notary ID 131157647

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Aug 20, 2019 01:58 PM Fee: $58.00
2019126538
Electronically Recorded

Prepared in the Office of:
Taylor & Coughlin, PLLC
800 Rio Grande Street
Austin, Texas 78701

BYLAWS
1210 LUNA SITE CONDOMINIUM ASSOCIATION

1. OFFICES

1.1. REGISTERED OFFICE AND AGENT. The registered office and registered agent of **1210 Luna Site Condominium Association**, (hereafter "Association") shall be as set forth in the Association's Certificate of Formation. The registered office or the registered agent may be changed by resolution of the members, upon making the appropriate filing with the Secretary of State.

1.2. PRINCIPAL OFFICE AND OTHER OFFICES. The principal office of the Association shall be at **1210 Luna Street, Unit 1, Austin, Texas 78721** provided that the members shall have the power to change the location of the principal office. The Association may also have other offices at such places, within or without the State of Texas, as the members may designate.

2. MEMBERS

2.1. MANAGEMENT BY MEMBERS. Management of the affairs of the Association is to be vested in its members.

2.2. CLASSES OF MEMBERS. The Association shall have one class of members. Members must meet the following qualifications for membership: Members must be Unit Owners at **1210 Luna Site Condominiums**, located at **1210 Luna Street, Austin, Texas 78721** ("Condominium").

2.3. ELECTION OF MEMBERS. New members are automatically elected to membership by meeting the qualifications of being a Unit Owner.

2.4. TERMINATION OF MEMBERSHIP. Membership in the Association is automatically terminated upon the sale of the member's ownership interest in a Unit.

2.5. RESIGNATION. Any member may resign by filing a written resignation with the Secretary or by selling his or her ownership interest in his or her Unit.

2.6. REINSTATEMENT. Upon written request signed by a former member and filed with the Secretary, the members may, by the affirmative vote of fifty-one percent (51.00%) of the members, reinstate such former member to membership upon such terms as the members may deem appropriate.

2.7. TRANSFER OF MEMBERSHIP. Membership in this Association is neither transferable nor

assignable.

2.8. PLACE OF MEETING. The members may designate any place, either within or outside the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the members. If no designation is made or if a special meeting is otherwise called, the place of meeting shall be the registered office of the Association in the State of Texas. If all of the members shall meet at any time and place, either within or outside the State of Texas, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

2.9. ANNUAL MEETING. The annual meeting of members shall be held on the date and time set by the members. Failure to hold the annual meeting at the designated time shall not work as a dissolution of the Association. In the event the members fail to call the annual meeting at the designated time, any member may make demand that such meeting be held within a reasonable time, such demand to be made in writing by registered mail directed to any officer of the Association.

2.10. NOTICE OF MEMBERS' MEETING. Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by facsimile transmission, or by mail, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon paid. If transmitted by facsimile, notice is deemed to be delivered on successful transmission of the facsimile.

2.11. SPECIAL MEMBERS' MEETINGS. Special meetings of the members may be called by the President, or by members having not less than one-tenth of the votes entitled to be cast at such meeting. Only business within the purpose or purposes described in the notice or executed waiver of notice may be conducted at a special meeting of the members.

Any person or persons entitled hereunder to call a special meeting of members may do so only by written request sent by certified mail or delivered in person to the President or Secretary. The officer receiving the written request shall within ten days from the date of its receipt cause notice of the meeting to be given in the manner provided by these Bylaws to all members entitled to vote at the meeting. If the officer does not give notice of the meeting within ten days after the date of receipt of the written request, the person or persons calling the meeting may fix the time of meeting and give the notice in the manner provided in these Bylaws. Nothing contained in this section shall be construed as limiting, fixing, or affecting the time or date when a meeting of members called by action of the members may be held.

2.12. VOTING OF MEMBERS. 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. 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 Unit shall be entitled to an equal number of votes, regardless of the number of owners.

Each member, regardless of class, shall be entitled to a minimum of one (1) vote on each matter submitted to a vote of the members, subject to the provisions above. At each election for officers every

member entitled to vote at such election shall have the right to vote, in person or by proxy, for as many persons as there are officers to be elected and for whose election he has a right to vote.

A member may vote in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for more than eleven (11) months. Elections of officers may be conducted by mail, by facsimile transmission, or by any combination of the two.

The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy at a meeting at which a quorum is present, shall be the act of the members meeting, unless the vote of a greater number is required by law, the Declaration, the Certificate of Formation, or these Bylaws. Any vote may be taken by voice or show of hands unless a member entitled to vote, either in person or by proxy objects, in which case written ballots shall be used.

2.13. QUORUM OF MEMBERS. Members holding more than fifty-one percent (51%) of the votes entitled to be cast represented in person or by proxy, shall constitute a quorum. Once a quorum is present at a meeting of members, the members represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any member or the refusal of any member represented in person or by proxy to vote shall not affect the presence of a quorum at the meeting. The members represented in person or by proxy at a meeting of members at which a quorum is not present may adjourn the meeting until such time and to such place as may be determined by a vote of the majority of the members represented in person or by proxy at that meeting.

2.14. FIXING RECORD DATES FOR DETERMINING MEMBERS ENTITLED TO VOTE AND NOTICE. The record date for determining the members entitled to notice of a members' meeting and for determining the members entitled to vote at a members' meeting shall be the close of business on the business day preceding the date on which notice is given, or if notice is waived, at the close of business on the business day preceding the date of the meeting.

A determination of members entitled to notice of or to vote at a members' meeting is effective for any adjournment of the meeting unless the members fix a new date for determining the right to notice or the right to vote. The members must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than ninety (90) days after the record date for determining members entitled to notice of the original meeting.

2.15. VOTING LISTS. After fixing a record date for the notice of a meeting, the Association shall prepare an alphabetical list of the names of all the voting members who are entitled to notice of the meeting. The list must show the address and number of votes each voting member is entitled to cast at the meeting. The Association shall maintain, through the time of the members' meeting, a list of members who are entitled to vote at the meeting but are not entitled to notice of the meeting. This list shall be prepared on the same basis and be part of the list of voting members.

The Association shall make the list of voting members available at the meeting, and any voting member or voting member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

2.16. ACTION BY MEMBERS WITHOUT MEETING. Any action required by the Texas Business Organizations Code to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote.

Each written consent shall bear the date of signature of each member who signs the consent. A written consent signed by less than all of the members is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Association in the manner required by this section, a consent or consents signed by the required number of members is delivered to the Association at its registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent of the Association having custody of the books in which proceedings of meetings of members are recorded.

A telegram, cablegram, or similar transmission by a member or member of a committee or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a member shall be regarded as signed by the member for purposes of this section.

3. OFFICERS

3.1. NUMBER OF OFFICERS. The officers of the Association shall consist of a president and a secretary/treasurer and may also consist of such other officers as may be deemed necessary. New offices may be created and filled at any meeting of the Members. Any two or more offices may be held by the same person, except the offices of President and Secretary/Treasurer.

3.2. ELECTION OF OFFICERS AND TERM OF OFFICE. All officers shall be elected or appointed by the members at the regular annual meeting of the members for such terms not exceeding three (3) years. Officers shall be elected by a seventy-five percent (75%) vote of the Board. If the Board cannot agree upon who shall serve as officers, the elected Board members of each Unit shall alternate serving as President and Secretary/Treasurer of the Association for one year terms.

3.3. REMOVAL OF OFFICERS, VACANCIES. Any officer elected or appointed may be removed by the members whenever in their judgment the best interests of the Association will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer or agent shall not of itself create contract rights. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the members for the unexpired portion of the term.

3.4. POWERS OF OFFICERS. Each officer shall have, subject to these Bylaws, in addition to the duties and powers specifically set forth herein, such powers and duties as are commonly incident to that office and such duties and powers as the members shall from time to time designate. All officers shall perform their duties subject to the directions and under the supervision of the members. The President may secure the fidelity of any and all officers by bond or otherwise.

In the discharge of a duty imposed or power conferred on an officer of the Association, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements,

including financial statements and other financial data, concerning the Association or another person, that were prepared or presented by: (1) one or more other officers or employees of the Association, including members; or (2) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

An officer is not relying in good faith within the meaning of this section if the officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this subsection unwarranted.

3.5. PRESIDENT. The President shall be the chief executive officer of the Association and shall preside at all meetings of all members. Such officer shall see that all orders and resolutions of the members are carried out, subject, however, to the right of the members to delegate specific powers, except such as may be by statute exclusively conferred on the President, to any other officers of the Association.

The President shall execute bonds, mortgages and other instruments requiring a seal in the name of the Association. When authorized by the members, the President may affix the seal to any instrument requiring the same, and the seal, when so affixed, shall be attested by the signature of the Secretary.

3.6. THE SECRETARY/TREASURER. The Secretary/Treasurer ("Secretary") shall attend all meetings of the members and shall record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given notice of all meetings of the members and shall perform such other duties as may be prescribed by the members. The Secretary shall keep in safe custody the seal of the Association, if any, and when authorized by the members, affix the same to any instrument requiring it, and when so affixed, it shall be attested by the Secretary's signature. In the absence of the Secretary, the minutes of all meetings of the members shall be recorded by such person as shall be designated by the President or by the members.

The Secretary shall have the custody of the corporate funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the members. The Secretary shall disburse the funds of the Association as may be ordered by the members, taking proper vouchers for such disbursements. The Secretary shall keep and maintain the Association's books of account and shall render to the President and members an account of all of his or her transactions as Secretary and of the financial condition of the Association and exhibit the books, records and accounts to the President or members at any time. The Secretary shall disburse funds for capital expenditures as authorized by the members and in accordance with the orders of the President.

4. CERTIFICATES OF MEMBERSHIP

4.1. CERTIFICATES OF MEMBERSHIP. The members may provide for the issuance of certificates, cards, or other instruments evidencing membership rights, voting rights or ownership rights (hereinafter referred to as "Certificates"), which shall be in such form as may be determined by the members. Such Certificates shall be signed by the President or Vice President and by the Secretary. All Certificates evidencing membership of any class shall be consecutively numbered. The name and address of each member and the date of issuance of the Certificate shall be entered on the records of the Association. If any Certificate shall become lost, mutilated or destroyed, a new Certificate may be issued therefore upon such terms and conditions as the members determine.

4.2. ISSUANCE OF CERTIFICATES. When a member has been elected to membership and has paid any initiation fee and dues that may then be required, a Certificate shall be issued in his or her name

and delivered to him or her by the Secretary, if the members shall have provided for the issuance of Certificates of membership under the provisions of this Article 4.

5. INDEMNIFICATION AND INSURANCE

5.1. INDEMNIFICATION. The Association shall have the full power to indemnify and advance expenses pursuant to the provisions of the Texas Business Organizations Code to any person entitled to indemnification under the provisions of the Texas Business Organizations Code.

5.2. INSURANCE. The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a member, officer, employee, or agent of the Association or who is or was serving at the request of the Association as an officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, other enterprise, or other entity, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Association would have the power to indemnify him or her against that liability. If the insurance or other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Association would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the members of the Association. Without limiting the power of the Association to procure or maintain any kind of insurance or other arrangement, the Association may, for the benefit of persons indemnified by the Association, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Association or with any insurer or other person deemed appropriate by the members regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Association. In the absence of fraud, the judgment of the members as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the members approving the insurance or arrangement to liability, on any ground, regardless of whether members participating in the approval are beneficiaries of the insurance or arrangement.

6. MISCELLANEOUS

6.1. WAIVER OF NOTICE. Whenever any notice is required to be given to any member of the Association under the provisions of the Texas Business Organizations Code or under the provisions of the Certificate of Formation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

6.2. MEETINGS BY TELEPHONE CONFERENCE OR OTHER REMOTE COMMUNICATIONS TECHNOLOGY. Subject to the provisions required or permitted by the Texas Business Organizations Code and these Bylaws for notice of meetings, members of the Association, or members of any committee may participate in and hold a meeting of such members or committee by means of: (1) conference telephone or similar communications equipment by which all persons

participating in the meeting can hear each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) each member entitled to participate in the meeting consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.3. SEAL. The Association may adopt a corporate seal in such form as the members may determine. The Association shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Association.

6.4. CONTRACTS. The members may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

6.5. CHECKS, DRAFTS, ETC. All checks, drafts or other instruments for payment of money or notes of the Association shall be signed by such officer or officers, or such other person or persons, as shall be determined by resolution of the members.

6.6. DEPOSITS. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the members may select.

6.7. GIFTS. The members may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

6.8. BOOKS AND RECORDS. The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the members and committees, and shall keep at the registered office or principal office in this State a record of the names and addresses of its members entitled to vote. A member of the Association, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Association relevant to that purpose, at the expense of the member.

6.9. FINANCIAL RECORDS AND ANNUAL REPORTS. The Association shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting practices. All records, books, and annual reports (if required by law) of the financial activity of the Association shall be kept at the registered office or principal office of the Association in this state for at least three years after the closing of each fiscal year and shall be available to the public for inspection and copying there during normal business hours. The Association may charge for the reasonable expense of preparing a copy of a record or report.

6.10. FISCAL YEAR. The fiscal year of the Association shall end on December 31 of each year, unless determined otherwise by the members.

7. CONSTRUCTION

7.1. PRONOUNS AND HEADINGS. All personal pronouns used in these Bylaws shall include the other gender whether used in masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate. All headings herein are for the parties' convenience only and neither limit nor amplify the provisions of this Agreement.

7.2. INVALID PROVISIONS. If any one or more of the provisions of these Bylaws or the applicability of any such provision to a specific situation shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any such provision shall not be affected thereby.

8. AMENDMENT OF BYLAWS

The members may amend or repeal these Bylaws, or adopt new Bylaws, unless the Certificate of Formation and/or the Texas Business Organizations Code limit such powers.

[Remainder of Document Intentionally Left Blank.
Signatures Appear on Following Page.]

IN WITNESS WHEREOF, I hereunto set my hand this 15th day of August, 2019

APPROVED BY MEMBER:

20188WY-01, LLC
A Wyoming Limited Liability Company

By: Fortunate Foundations, LLC
A Wyoming Limited Liability Company
Its: Manager

Laurence Ramirez, Manager

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of August, 2019, by Laurence Ramirez, Manager of Fortunate Foundations, LLC, the Manager of 20188WY-01, A Wyoming Limited Liability Company for the purposes therein stated.

JOHN MICHAEL TAYLOR
Notary Public, State of Texas
Comm. Expires 06-19-2022
Notary ID 131610666

Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Aug 20, 2019 01:58 PM Fee: $82.00
2019126539
Electronically Recorded

Prepared in the Office of:
Taylor & Coughlin, PLLC
800 Rio Grande Street
Austin, Texas 78701

RULES AND REGULATIONS
1210 LUNA SITE CONDOMINIUMS

THESE RULES AND REGULATIONS (these "Rules") are established by the Board of Members ("Board") of the **1210 Luna Site Condominium Association** effective as of August 15, 2019, pursuant to the rule-making and rule-enforcement authority granted to the Board. These Rules are in addition to rules contained in the Condominium Declaration for **1210 Luna Site Condominiums** (the "Declaration"), the Articles of Incorporation of **1210 Luna Site Condominium Association** (the "Articles") and the Bylaws of **1210 Luna Site Condominium Association** (the "Bylaws"). In the event of a conflict among documents, the order of governing authority shall be as follows: Declaration (highest), Articles, Bylaws, and then these Rules (lowest). The Board is empowered to interpret, enforce, amend, and repeal these Rules.

A. DEFINITIONS.

The following terms are defined for use in these Rules and those capitalized terms not expressly defined herein have the same meaning as defined in the Declaration:

"Association" means **1210 Luna Site Condominium Association** and shall include the Manager to the extent the Association has delegated any right or duty to such Manager.

"Condominium" means the project as more fully described in the Declaration.

"Contractor" means any party performing construction, repair, remodeling or other services for the benefit of an Owner.

"County" means Travis County, Texas.

"Governing Documents" means, individually and collectively, the Declaration, the Articles, the Bylaws and these Rules.

"Manager" or "Management Office" includes the management staff in the Condominium's management office who are employees of the Association or its managing agent.

"Occupancy", "Occupy" or "Occupied" means occupancy of a Condominium in excess of 30 continuous days or 60 days in any consecutive 12-month period.

"Owner" means the owner of each Unit in the Condominium and any other persons Occupying, using, visiting, or otherwise on the Property at the direction or invitation (express or implied) of the Owner of a Unit (including, but not limited to, the Owner's family, invitees, tenants, visitors, servants, agents, representatives and licensees).

"Rules" means these rules and regulations, Posted Rules and Temporary Rules.

B. COMPLIANCE.

1. Compliance. Each Owner will comply with the provisions of the Governing Documents and any other policies or regulations adopted by the Board to supplement the Governing Documents, as any of these may be revised from time to time. Additionally, each Owner shall be responsible for ensuring compliance with the Governing Documents by all persons using or occupying such Owner's Unit. If a Rule requires or prohibits conduct by an "Owner" or "tenant," each of those terms shall be deemed to include the other, and applies to all persons for whom an Owner or tenant is responsible.

2. Waiver. Circumstances may warrant waiver or variance of these Rules. To obtain a waiver or variance, an Owner must make written application to the Board. The Board will consider such request and respond to the Owner in accordance with the Governing Documents. If the application is approved, the waiver or variance must be in writing, and may be conditioned or otherwise limited.

3. Right to Enforce. The Association has the right to enforce these Rules against any person on the Property.

C. OBLIGATIONS OF OWNERS.

1. Safety. Each Owner is solely responsible for such Owner's own safety and for the safety, well-being and supervision of such Owner's guests and any person at the Condominium to whom the Owner has a duty of due care, control, or custody.

2. Damage. An Owner is responsible for any loss or damage the Owner causes to the Owner's Unit, other Units, the Common Elements or the personal property of other Owners.

3. Insurance. An Owner assumes full risk and sole responsibility for placing such Owner's personal property in or on the Property. Each Owner is solely responsible for insuring such Owner's personal property located thereon.

4. Risk Management. An Owner may not permit anything to be done or kept in such Owner's Unit or the Common Elements that is illegal or that may result in the cancellation or increase in any insurance premiums paid by the Association or any other Owner in connection with the Condominium.

5. Reimbursement for Enforcement. Each Owner shall promptly reimburse the Association on demand for any expense incurred by the Association to enforce the Governing Documents against such Owner or such Owner's Unit.

6. Reimbursement for Damage. Each Owner shall promptly reimburse the Association on demand for the cost of damage caused by the negligent or willful conduct or omission of such Owner.

D. OCCUPANCY STANDARDS.

1. Number of Occupants. Subject to any exception for familial status under any applicable fair housing law, no more than two (2) persons per bedroom may occupy any Unit.

2. Danger. No Unit may be Occupied by a person who constitutes a threat to the health or safety of other persons, or whose Occupancy could result in substantial physical damage to the property of others.

E. LEASES.

1. Conditions of Lease. A Unit may be leased for private residential purposes only.

2. Subject to Documents. The mere execution of the lease for a Unit or occupancy (for any period of time) subjects a tenant to all pertinent provisions of the Governing Documents to the same extent as if tenant were an Owner; provided that notwithstanding the foregoing or any provision of the lease between Owner and its tenant, Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable thereunder. The Owner is responsible for providing such Owner's tenant with the Governing Documents and notifying the tenant of any changes. The Association may send notices of violations by a tenant to both the tenant and to the Owner of the Unit occupied by the tenant. Whether or not it is so stated in the lease, a tenant's violation of the Governing Documents is deemed to be a material default of the lease for which Owner has all available remedies at law or equity.

3. Landlord Owners. Owners of tenant-occupied Units are advised to stay informed of and to comply with federal and state laws and local ordinances regulating residential rental properties and relations between landlords and tenants. The Association has no duty to notify Owners about landlord/tenant laws and ordinances.

4. Tenant Communications. Owners shall instruct their tenants to channel all communications through the Owner. Owners will further instruct their tenants that the Association does not manage or repair the Unit, and that the tenant should not contact the Association (except as may be required by the Governing Documents or to report emergencies that are within the Association's scope of responsibility pursuant to Governing Documents).

F. GENERAL USE AND MAINTENANCE OF CONDOMINIUM

1. Residential Use. Each Unit must be used solely for private residential use, and may not be used for any commercial or business purposes. This restriction does not prohibit an Owner from using the Unit for personal, business, or professional purposes, provided that: (a) such use is incidental to the Unit's residential use; (b) such use conforms to all applicable laws and ordinances; (c) there is no external evidence of such use; and (d) such use does not entail visits to the Unit by the public, employees, suppliers, or clients.

2. Annoyance. An Owner may not use a Unit in a way that: (a) annoys Owners of other Units; (b) reduces the desirability of the Condominium as a residential community; (c) endangers the health or safety of other Owners; or (d) violates any law or any provision of the Governing Documents.

3. Maintenance. Each Owner, at such Owner's sole cost and expense, will maintain such Owner's Unit and keep them in good repair at all times. Each Owner shall also maintain, repair and replace the Limited Common Elements associated with his or her Unit, and those portions of the Common Elements subject to an exclusive easement appurtenant to his or her Unit.

4. Balcony/Patio. Each Owner will maintain such Owner's balcony, if any, and/or patio, if any in a clean manner at all times. Each Owner will take care that the cleaning of such Owner's balcony and/or patio does not annoy or inconvenience other Owners. A balcony and/or patio may not be enclosed or used for storage purposes. Open post balcony railings may not be closed or screened with wire, mesh, or other material. If the Association determines that a balcony and/or patio is unsightly (including the need for any cleaning of windows or doors), the Association may give the Owner notice of such condition and a reasonable time period in which to correct it, after which the Association may take corrective action at the Owner's expense.

5. Glass. Each Owner, at such Owner's expense, must promptly repair and replace any broken or cracked glass in the windows and doors of such Owner's Unit. Replacement windows must conform to the windows that are standard in the improvements or be approved in writing prior to installation by the Association.

6. Cable. An Owner who subscribes directly to cable or satellite service is solely responsible for the cost and maintenance of the subscription and the appurtenant equipment; provided that no antenna or satellite dish may be installed except in compliance with paragraph 8 of this Part F below.

7. Signage/Advertising. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the Unit whatsoever, without the prior written consent of the Association.

8. Antennae. No television antennae, satellite dish, aerial, tower or similar structure shall

be erected on, or fastened to, any Unit except in such a manner as to be invisible from street level.

9. Window Air Conditioning Unit. No window heating or air conditioning unit shall be installed within any Unit or Common Element.

10. Infestation. No Owner shall permit or suffer the infestation of the Owner's Unit by pests, insects, rodents, or other vermin.

11. Compliance with Laws. Each Owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the occupancy and use of a Unit.

G. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS

1. Intended Use. Each area on the Property may be used only for its intended and obvious purpose.

2 Landscaping. No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on or within the Common Elements, or place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the Common Elements, without the prior written consent of the Association. Digging, planting, pruning, and climbing in any landscaped areas are expressly prohibited.

3. Waste Disposal. No one shall place, leave or permit to be placed or left in or upon the Common Elements any waste, debris, refuse or garbage.

H. COMMUNITY ETIQUETTE

1. Courtesy. Each Owner will endeavor to use such Owner's Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Owners. Each Owner will refrain from conduct that may reasonably be expected to inconvenience, embarrass, or offend the average Owner of a Unit in the Condominium.

2. Code of Conduct. Owners will conduct themselves in a civil manner when dealing with the Association's officers, directors, committee members, Manager, employees, contractors, agents, and other Owners. In return, the Owners are due the same courtesy and civility. The following actions are expressly prohibited: (a) verbal abuse; (b) insults and derogatory name-calling; (c) cursing; (d) aggressive or threatening behavior; (e) hostile touching or physical contact; (f) sexual harassment; (g) posting correspondence on the doors of directors and officers; and (h) phone calls that are designed - by their tone, time, or frequency -- to harass or intimidate. No person has the right to abuse another, or the duty to tolerate abuse.

3. Association Employees. Owners may not instruct, direct, or supervise the Association's or Manager's employees and agents, unless directed to do so by the Board. Owners

may not interfere with the performance of duties by Association employees, and will refrain from monopolizing the time or attention of Association employees.

4. No Hiring of Employees. The employees and agents of the Association and Manager are not permitted or authorized to render personal services to Owners. The Owners will not request or encourage employees or agents to violate this provision.

5. Annoyance. Owners will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Owners and their guests.

6. Noise and Odors. Each Owner will exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Owners of other Units.

7. Reception Interference. Owners will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on or about the Property.

I. CONSTRUCTION AND ARCHITECTURAL CONTROL

1. Prohibited Changes to Common Elements. Without the prior written approval of the Board, an Owner may not change, remodel, decorate, destroy, or improve the Common Elements, or do anything to change the appearance of the Common Elements.

2. Prohibited Changes to a Unit. Without prior written approval of the Board, an Owner may not make structural alterations or modifications to the Unit or any alterations or modifications to its balcony and/or patio.

3. Prohibited Changes to Limited Common Elements. Without prior written unanimous approval of the Board, no change may be made to the Limited Common Elements that would increase the premium of any insurance policy applicable to the Property, such prohibited changes include but are not limited to, the addition of a pool, hot tub or fountain.

4. Windows and Doors. The front doors of Units must conform to the building standard unless otherwise approved in advance by the Board. No awnings, shades or shutters shall be erected over and/or outside any windows, patios and/or balconies appurtenant to any Unit, and no exterior doors shall be removed, replaced or changed in any way, without the prior written consent of the Association. Nothing shall be placed on the outside of window sills or projections, or upon any patio railings, without the prior written consent of the Association. Nothing shall be thrown or swept out of any windows or doors, and no mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any windows or doors, or any portion of the Common Elements. An Owner may not alter the color or appearance of the glass surfaces in the Unit's windows from the building standard.

5. Construction Hours. Without the Association's prior permission, no construction may be performed in any Unit by any person except between the hours of 8:30 a.m. and 6:00 p.m. on business days. This rule is intended to prevent disturbances by construction-related utility cutoffs, noise, odors, workmen, and activity between 6:00 p.m. and 8:30 a.m. and on Saturday, Sunday or holidays.

J. VEHICLE RESTRICTIONS; PARKING

1. Authorized Vehicles. To be permitted on the Property, a vehicle must be operable, and must display a current license tag and current inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles.

2. Motorized Vehicles. No commercial vehicle, truck, trailer, van, recreational vehicle, bus, boat, personal water craft, machinery, or equipment, other than a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding seven feet in length, shall be parked on any portion of the Common Elements. No servicing or repairs shall be made to any motor vehicle either on or within the Common Elements, or in any Unit except for emergency repairs as necessary to enable movement of the vehicle to a repair facility. No motor vehicle shall be driven on or within any part of the Common Elements other than in designated drive and parking areas.

3. Parking. No vehicle shall be parked except on areas designed for parking. No commercial vehicles shall be parked except those present on business. No inoperative automobiles, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any portion of the Condominium for a period in excess of forty-eight (48) hours, unless concealed from public view. Parking for guests will only be allowed on a space available basis in areas designated for visitor parking.

K. TRASH DISPOSAL

1. General Duty. Owners will endeavor to keep the Property clean and will dispose of all refuse in receptacles for that purpose and may not litter Common Elements.

2. Excess Trash. An Owner will place trash entirely within a container, and may not place trash outside, next to, or on top of a container. If a container is full, the Owner should locate another container or hold the trash.

L. PETS

1. Subject to Rules. Owners may not keep or permit on the Condominium a pet or animal of any kind, at any time, except as permitted by these Rules and the Governing Documents. Additionally, all pets must conform to any applicable animal control ordinances or laws.

2. Permitted Pets. Subject to these Rules, an Owner (and a Tenant of the Owner with such Owner's consent) may keep in such Owner's Unit only domesticated dogs, cats, caged birds, and aquarium fish. If required by any law, ordinance, government rule or regulation, any such pet(s) must be appropriately vaccinated, to include rabies, and licensed through the appropriate municipal or city department.

3. Prohibited Animals. No Owner may keep a dangerous or exotic animal.

4. Indoors/Outdoors. A permitted pet must be maintained inside the Unit, and may not be kept on a balcony and/or patio or primarily in a Limited Common Element. No Owner may confine a pet to a balcony and/or patio when the Owner is absent, and no Owner may use a balcony and/or patio as a latrine area for a pet.

5. Leashes. Pets must be leashed while in Common Elements of the Condominium. No pet may be leashed to a stationary object on the Common Elements.

6. Disturbance. Pets must be kept in a manner that does not disturb another Owner's rest or peaceful enjoyment of such Owner's Unit or the Common Elements. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.

7. Damage. Owners are responsible for any property damage, injury, or disturbance such Owner's pet may cause or inflict and must compensate any person injured or otherwise damaged by such Owner's pet. An Owner who keeps a pet at the Condominium is deemed to indemnify and agrees to hold harmless the Board, the Association, and other Owners and tenants, from any loss, claim, or liability of any kind or character whatever resulting from any action of such Owner's pet or arising by reason of keeping or maintaining the pet at the Condominium.

8. Dog Walk and Pooper Scooper. Owners are responsible for the removal of pet's wastes from the Property. The Board may levy a fine against a Unit and its Owner each time feces are discovered on the Common Elements and/or on an Owner's Unit and attributed to an animal in the custody of that Unit's Owner.

M. MISCELLANEOUS

1. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is responsible. The Board will schedule a hearing within 30 days after receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written

communication.

2. Mailing Address. An Owner who receives mail at an address other than the address of such Owner's Unit is responsible for maintaining with the Association such Owner's current mailing address. An Owner who changes such Owner's name or mailing address must notify the Manager in writing within 15 days after the change. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Governing Documents will be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit is deemed effective for purposes of delivery.

3. No Waiver. The failure of the Association to enforce a provision of these Rules does not constitute a waiver of the right of the Association to enforce such provision in the future.

4. Severability. If any term or provision of these Rules is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect any other term or provision of these Rules.

5. Amendment of Rules. These Rules are subject to being revised, replaced, amended or supplemented by the Board. Upon any such revision, a copy of the revisions will be delivered to each Owner. Owners are urged to contact the Management Office to verify the Rules currently in effect on any matter of interest. These Rules will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment to or revocation of these Rules. The notice may be published and distributed in an Association newsletter or other Condominium-wide publication.

6. Other Rights. These Rules are in addition to all rights of the Association under the other Governing Documents and the laws of the State of Texas.

N. COLLECTION RULES AND PROCEDURES

To the extent permitted by applicable law:

1. Due Date. An Owner will timely and fully pay monthly assessments and special assessments in accordance with the provisions of the Declaration. Monthly Assessments are due and payable on the first calendar day of each month. Special Assessments are due at the reasonable direction of the Board.

2. Delinquent. Any assessment that is not fully paid when due is delinquent. When the account of a Unit becomes delinquent, it remains delinquent until paid in full. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees and other reasonable costs and attorneys' fees incurred by the Association in collecting the delinquency.

3. Late Fees and Interest. If the Association does not receive full payment of an assessment by 5:00 p.m. on the fifth (5th) calendar day following the due date, the Association may collect interest at the past due rate until the delinquency is paid in full.

4. Insufficient Funds. The Association may levy a charge of at least $25.00 or the actual bank charge, whichever is greater, against an Owner if the check on which payment is made is returned to the Association marked "insufficient funds" or the equivalent.

5. Delinquency Notices. If the Association has not received full payment of an assessment by the due date, the Association may send one or more written notices of nonpayment to the defaulting Owner stating the amount delinquent. Such delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies under state law at the sole cost and expense of the defaulting Owner.

6. Collection by Association's Attorney. After giving the Owner notice of the delinquency, the Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Owner will be liable to the Association for its legal fees and expenses.

7. Collection Agency. The Board may employ or assign the delinquency to one or more collection agencies.

8. Notification of Mortgage Lender. The Association may notify the Owner's First Mortgagee of the default in payment of any assessment.

9. Notification of Credit Bureau. The Association may file a report on the defaulting Owner with one or more credit reporting services.

10. Notice of Lien. The Association may cause a notice of the Association's assessment lien against the Unit to be publicly recorded. A copy of the notice of lien will be sent to the defaulting Owner, and may be sent to such Owner's First Mortgagee.

11. Right to Accelerate. If an Assessment is payable in installments and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of that Assessment.

12. Notice to Owner. A Special Assessment payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days' prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not cured within such notice period.

13. No Duty to Reinstate. Following acceleration of an Assessment payable in installments, the Association has no duty to reinstate the installment program upon payment by the Owner of any delinquent installment.

14. Foreclosure of Lien -- Nonjudicially. The Board may instruct an attorney, officer or agent of the Association to notify the defaulting Owner of the Association's intent to foreclose its assessment lien, to post the property for sale at public auction, and to conduct a public auction of the Unit on the steps of the county courthouse in accordance with the Act, the Governing Documents and all other requirements of state law.

15. Foreclosure of Lien -- Judicially. The Association may file suit against the Owner for judicial foreclosure of the Association's assessment lien. This action may be combined with a claim against the Owner for recovery of a money judgment.

16. Suit Against Owner. Whether or not the Association forecloses the Association's assessment lien, the Board may elect to file suit to recover delinquent Assessments against the defaulting Owner and the Owner shall be personally liable for any judgment obtained by the Association.

17. Possession Following Foreclosure. If the Association purchases the Unit at public sale, the Board may immediately institute appropriate actions to recover possession of the Unit.

18. Application of Payments. All payments received by the Association may be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose: (a) collection costs and attorneys' fees; (b) fines; (c) reimbursable expenses; (d) late charges and interest; (e) delinquent Special Assessments; (f) delinquent Monthly Assessments; (g) current Special Assessments; and (h) current Monthly Assessments.

19. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cashier's check or certified funds.

20. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Unit's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payor. A payment that is not refunded to the payor within thirty (30) days after being deposited by the Association may be deemed accepted. The acceptance by the Association of partial payment of delinquent assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations or the Association's right to apply payments pursuant to any rights herein granted.

21. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner; provided, however, that the Owner prepays the reasonable cost of preparing and recording the release.

22. Notification of Credit Reporting Agency. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to that credit reporting service.

23. Limited Right of Redemption. If the Association buys a Unit at the non-judicial foreclosure sale of its assessment lien, the Association's ownership is subject to a 180-day right of redemption by the Owner as provided by the Declaration.

24. Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board, unless a majority of the Board determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board's meeting. Because of the potential for inadvertently effecting a waiver of the provisions of this policy, the Board will exercise extreme caution in granting adjustments to an Owner's account.

O. FINING RULES AND PROCEDURE

1. Policy. The Association uses fines to discourage violations of the Governing Documents and to encourage present and future compliance when a violation does occur -- not to punish violators or generate revenue for the Association.

2. Owners Liable. An Owner is liable for fines levied by the Association for violations of the Governing Documents whether the Owner commits the violation or tenants, guests or other invitees of such Owner commit the violation. Regardless of who commits the violation, the Association will direct its communications to the Owner, although the Association may also send copies of its notices to the actual violator.

3. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice and an opportunity for a hearing. The Association's written violation notice will contain the following items: (a) the date the violation notice is mailed or prepared; (b) a description of the violation; (c) a reference to the rule being violated; (d) a description of the action required to cure the violation; (e) the amount of the fine; (f) a statement that not later than the 30th day after the date of the violation notice, the Owner may request a hearing before the Board to contest the fine; and (g) the date the fine attaches or begins accruing.

4. New Violation. If the Owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the notice will state a specific date by which the violation must be cured to avoid the fine, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.

5. Repeat Violation. In the case of a repeat violation, the notice will state that, because

the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months, the fine attaches from the date of the violation notice.

6. Right to Hearing. An Owner may request in writing a hearing by the Board regarding the alleged breach of the Governing Documents. The Board has ten (10) days after receiving the Owner's request for a hearing to give the Owner notice of the time, place and date of the hearing. The hearing must be scheduled for a date within 45 days from the date the Association receives the Owner's request and should be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board. At the hearing the Board will consider the facts and circumstances surrounding the violation and the Owner may attend in person, or may be represented by another person or written communication.

7. Committee of Board. The Board may appoint a committee comprised solely of Directors, and having at least three Members, to serve as the "Board Committee" at violation hearings. The Board will be bound by the decision of the Board Committee. Such Board Committee may be appointed on an ad hoc basis.

8. Levy of Fine. Within 30 days after levying the fine, the Association must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing; otherwise, the notice must be in writing.

9. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Governing Documents.

10. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis beginning on the start date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

11. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.

12. Effective Date. These fining rules will become effective 10 days after the Association delivers, or causes to be delivered, a copy of these Rules to an Owner of each Unit as shown on the records of the Association.

13. Amendment of Policy. These fining rules will remain effective until 10 days after the Association delivers, or causes to be delivered, to an Owner of each Unit notice of amendment to

or revocation of these Rules. The notice may be published and distributed in an Association newsletter or other community-wide publication.

[Remainder of Document Intentionally Left Blank. Signatures Appear on Following Page.]

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Rules and Regulations of the 1210 Luna Site Condominium Association, a Texas nonprofit corporation and condominium association, as adopted by the Members at its meeting on the 15th day of August, 2019.

IN WITNESS WHEREOF, I hereunto set my hand this 15th day of August, 2019.

APPROVED BY MEMBER:

20188WY-01, LLC
A Wyoming Limited Liability Company

By: Fortunate Foundations, LLC
A Wyoming Limited Liability Company
Its: Manager

Laurence Ramirez, Manager

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of August, 2019, by Laurence Ramirez, Manager of Fortunate Foundations, LLC, the Manager of 20188WY-01, LLC, A Wyoming Limited Liability Company for the purposes therein stated.

JOHN MICHAEL TAYLOR
Notary Public, State of Texas
Comm. Expires 06-19-2022
Notary ID 131610666

Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Aug 20, 2019 04:01 PM Fee: $30.00
2019126860
Electronically Recorded

Prepared in the Office of:
Taylor & Coughlin, PLLC
800 Rio Grande Street
Austin, Texas 78701

MANAGEMENT CERTIFICATE
1210 LUNA SITE CONDOMINIUMS
(Tex. Prop. Code §82.116)

The undersigned President of the 1210 Luna Site Condominium Association gives notice that the information regarding officers and management of the Association is as stated below.

1. Exact name of Owners' Association: 1210 Luna Site Condominium Association

2. Name of Project: 1210 Luna Site Condominiums.

3. Address of Project: 1210 Luna Street, Austin, Texas 78721.

4. Exact Name of Declaration of Condominium Regime: Declaration of Condominium Regime for the 1210 Luna Site Condominiums.

5. Declaration Recording Data: **Document No.** 2019126537, Official Public Records of Travis County, Texas.

6. Name of Declarant: **20188WY-01, LLC, A Wyoming Limited Liability Company**

7. The President of the Association is the Managing Agent of the Association.

8. Name and mailing address of the President of the Association: Laurence Ramirez, 5212 Guadalupe Street, Apt. A, Austin, Texas 78751.

[Remainder of Document Intentionally Left Blank.
Signatures Appear on Following Page.]

Laurence Ramirez, President

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of August, 2019, by Laurence Ramirez, as President of the **1210 Luna Condominium Association**.

JOHN MICHAEL TAYLOR
Notary Public, State of Texas
Comm. Expires 06-19-2022
Notary ID 131610666

Notary Public, State of Texas