

PLAT MAP RECORDING SHEET

INSTRUMENT # --

2000068796 3 PGS

**DEDICATOR -- JEFFERSON LAKE CREEK LP, BY JPI GENPAR
REALTY LLC, SAGE-LAKE CREEK LTD, AND
SAGE LAND COMPANY INC**

SUBDIVISION NAME -- JEFFERSON CENTER SUBDIVISION

MAP RECORDED IN -- CABINET T SLIDE 107,108&109

**PROPERTY FORMERLY KNOWN AS -- 109.519 AC HORNSBY M. M. SVY
ABST 280**

HAND TO -- CITY OF AUSTIN CINDY, 499-3437

INSTRUMENT DATE -- SEPTEMBER 15, 2000

FILE DATE -- OCTOBER 13, 2000

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Nancy E. Rister

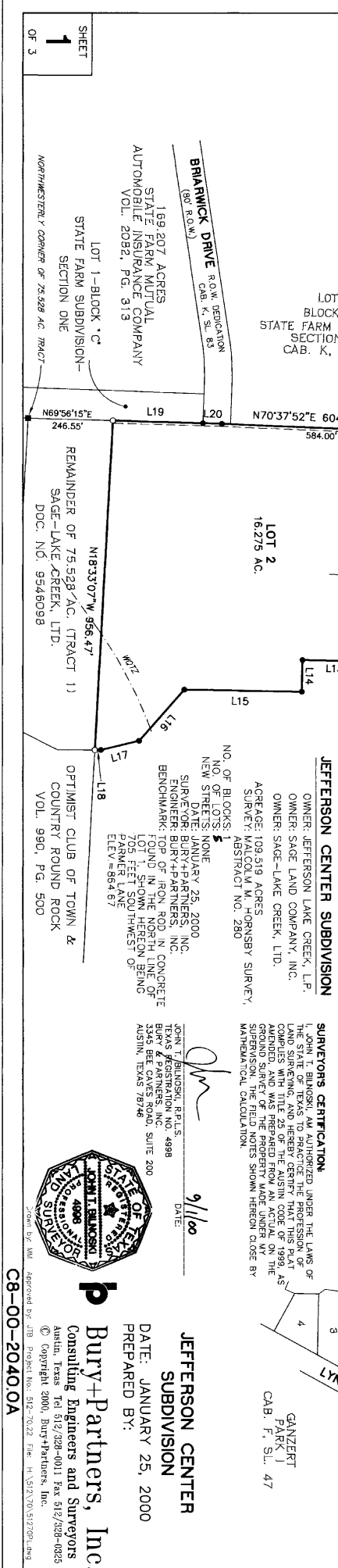
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ANDERSON \$156.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

JEFFERSON CENTER SUBDIVISION



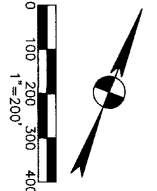
LINE TABLE

No.	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
BEARING	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W	S89°01'07"W
DISTANCE	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01	218.01



CURVE TABLE

No.	Point	Radius	Arc Length	Chord Length	Chord Bearing
C1	1754.22'	2393.31	724.34	1244.94	S30°29'21"E
C2	07°31'18"	585.89	76.92	76.86	N01°16'00"W
C3	06°54'43"	521.89	62.96	62.92	S01°33'01"E
C4	04°15'19"	2393.31	177.75	177.75	S01°33'01"E
C5	90°00'01"	91.50	128.02	115.26	N89°28'53"W
C6	39°20'38"	24.50	13.12	12.98	S09°03'07"W
C7	90°00'01"	171.50	125.14	125.09	S09°03'07"W
C8	90°00'01"	111.50	111.50	157.58	N89°28'53"W
C9	01°12'06"	2393.31	50.20	50.20	S62°53'31"E
C11	01°11'54"	2393.31	50.06	50.06	S39°00'36"E



LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ PK NAIL FOUND
- IRON PIPE FOUND
- 1/2" IRON ROD SET
- CONCRETE MONUMENT SET
- WOTZ WATER QUALITY
- CMQZ CONCRETE QUANTITY
- P.O.B. POINT OF BEGINNING
- MIN FF = MINIMUM FINISH FLOOR ELEVATION ON LOT
- CONCRETE MONUMENT FOUND

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STATE OF TEXAS
COUNTY OF DALLAS
SURVEYOR
4000
1000

JEFFERSON CENTER SUBDIVISION
DATE: JANUARY 25, 2000
PREPARED BY:

ROBERT D. BURTON, ESQ.
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AUSTIN, TEXAS 78701

**DECLARATION OF CONDOMINIUM REGIME
FOR PARMER VILLAGE TOWNHOME
CONDOMINIUMS
(A Residential Condominium Community in Williamson County, Texas)**

Declarant: CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership

DECLARATION OF CONDOMINIUM REGIME
PARMER VILLAGE TOWNHOME CONDOMINIUMS

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS 1

ARTICLE 2 PROPERTY SUBJECT TO DOCUMENTS 6

 2.1 Subject To Documents 6

 2.2 Additional Property 6

 2.3 Adjacent Land Use 6

 2.4 Recorded Easements and Licenses..... 6

 2.5 Common Elements 6

ARTICLE 3 PROPERTY EASEMENTS, RIGHTS AND RESTRICTIONS 7

 3.1 General..... 7

 3.2 Owner’s Easement of Enjoyment 7

 3.3 Owner’s Maintenance Easement..... 7

 3.4 Owner’s Ingress/Egress Easement 7

 3.5 Owner’s Encroachment Easement 8

 3.6 Easement Of Cooperative Support 8

 3.7 Association’s Access Easement..... 8

 3.8 Utility Easement 9

 3.9 Security 9

 3.10 INJURY TO PERSON OR PROPERTY 10

 3.11 Easement to Inspect and Right To Correct 10

 3.12 Parking 10

 3.13 Joint Easements for Use of Amenities 11

 3.14 Joint Access Roadway Easement..... 12

ARTICLE 4 DISCLOSURES..... 12

 4.1 Service Contracts 12

 4.2 Streets Within the Property 12

 4.3 Water Quality Facilities, Drainage Facilities and Drainage Ponds 13

 4.4 Adjacent Thoroughfares 13

 4.5 Zoning 13

 4.6 Outside Conditions 13

 4.7 Construction Activities 13

 4.8 Name of Regime 14

 4.9 Encroachments..... 14

 4.10 Budgets 14

 4.11 Light and Views..... 14

 4.12 Schools 15

 4.13 Sounds..... 15

4.14	Suburban Environment	15
4.15	Water Runoff.....	15
4.16	Unit Systems.....	15
4.17	Location of Utilities	15
4.18	Notice Concerning Mineral Reservation.....	16
4.19	Notice Regarding Shared Amenities and Cost Sharing Agreement	16
ARTICLE 5	UNITS, LIMITED COMMON ELEMENTS & ALLOCATIONS	17
5.1	Initial Submitted Units and Maximum Number of Units	17
5.2	Unit Boundaries.....	17
5.3	What the Unit Includes.....	18
5.4	Initial Designations Of Limited Common Elements	19
5.5	Subsequent Allocation Of Limited Common Elements.....	19
5.6	Common Interest Allocation.....	19
5.7	Common Expense Liabilities	19
5.8	Votes.....	20
ARTICLE 6	COVENANT FOR ASSESSMENTS	20
6.1	Purpose of Assessments	20
6.2	Personal Obligation.....	20
6.3	Types of Assessments	20
6.4	Regular Assessments	20
6.5	Special Assessments.....	21
6.6	Utility Assessments.....	22
6.7	Individual Assessments.....	22
6.8	Deficiency Assessments.....	22
6.9	Working Capital Fund	22
6.10	Operational Fund Contribution	23
6.11	Due Date	23
6.12	Reserve Funds	23
6.13	Declarant's Right To Inspect And Correct Accounts	24
6.14	Association's Right To Borrow Money.....	24
6.15	Limitations of Interest.....	24
6.16	Audited Financial Statements.....	25
ARTICLE 7	ASSESSMENT LIEN.....	25
7.1	Assessment Lien	25
7.2	Superiority of Assessment Lien.....	25
7.3	Effect of Mortgagee's Foreclosure	25
7.4	Notice and Release of Notice	25
7.5	Power of Sale.....	26

7.6	Foreclosure of Lien.....	26
ARTICLE 8	EFFECT OF NONPAYMENT OF ASSESSMENTS	26
8.1	Interest.....	26
8.2	Late Fees.....	26
8.3	Collection Expenses.....	26
8.4	Acceleration.....	27
8.5	Suspension of Vote.....	27
8.6	Assignment Of Rents.....	27
8.7	Money Judgment.....	27
8.8	Notice to Mortgagee.....	27
8.9	Application of Payments.....	27
ARTICLE 9	MAINTENANCE AND REPAIR OBLIGATIONS	28
9.1	Association Maintains.....	28
9.2	Landscape Services.....	28
9.3	Inspection Obligations.....	29
9.4	Owner Responsibility	29
9.5	Disputes	30
9.6	Sheetrock.....	30
9.7	Mold	30
9.8	Concrete.....	31
9.9	Warranty Claims.....	31
9.10	Owner's Default In Maintenance	31
ARTICLE 10	ARCHITECTURAL COVENANTS AND CONTROL.....	32
10.1	Purpose	32
10.2	Architectural Reviewer.....	32
10.3	Architectural Control by Declarant.....	32
10.4	Architectural Control by Association.....	33
10.5	Limits on Liability	33
10.6	Prohibition of Construction, Alteration and Improvement	33
10.7	No Deemed or Verbal Approval.....	33
10.8	Application.....	34
10.9	Owner's Duties	34
ARTICLE 11	USE AND CONSTRUCTION RESTRICTIONS.....	35
11.1	General.....	35
11.2	Variance	35
11.3	Association's Right to Promulgate Rules and Amend Community Manual.....	35
11.4	Rules and Regulations	35
11.5	Ages Of Occupants.....	36

11.6	Animals - Household Pets.....	36
11.7	Annoyance.....	37
11.8	Appearance.....	37
11.9	Declarant Privileges	37
11.10	Drainage.....	37
11.11	Driveways.....	37
11.12	Fire Safety	37
11.13	Garages	38
11.14	Landscaping	38
11.15	Noise And Odor	38
11.16	Occupancy	38
11.17	Residential Use	38
11.18	Signs	38
11.19	Structural Integrity	39
11.20	Antenna.....	39
11.21	Vehicles	40
11.22	Window Treatments.....	41
11.23	Door Locks.....	41
11.24	No Piercing of Walls	41
11.25	Patios	41
11.26	Wireless Internet Systems	41
ARTICLE 12	UNIT LEASING.....	42
12.1	Lease Conditions	42
12.2	Eviction Of Tenants.....	42
12.3	Exemption.....	42
ARTICLE 13	ASSOCIATION OPERATIONS.....	43
13.1	Board	43
13.2	The Association.....	43
13.3	Name	43
13.4	Duration.....	43
13.5	Governance.....	43
13.6	Merger	44
13.7	Membership	44
13.8	Manager	44
13.9	Books and Records	44
13.10	Indemnification.....	44
13.11	Obligations of Owners.....	45
13.12	Unit Resales.....	45

ARTICLE 14 ENFORCING THE DOCUMENTS.....	46
14.1 Notice And Hearing.....	46
14.2 Remedies.....	47
14.3 Board Discretion.....	48
14.4 No Waiver.....	48
14.5 Recovery of Costs.....	48
ARTICLE 15 INSURANCE.....	48
15.1 General Provisions.....	48
15.2 Property Insurance.....	49
15.3 Liability Insurance.....	50
15.4 Worker's Compensation.....	50
15.5 Fidelity Coverage.....	50
15.6 Directors And Officers Liability.....	50
15.7 Mortgagee Required Policies.....	51
15.8 Other Policies.....	51
15.9 Owner's Responsibility For Insurance.....	51
ARTICLE 16 RECONSTRUCTION OR REPAIR AFTER LOSS.....	52
16.1 Subject To Act.....	52
16.2 Restoration Funds.....	52
16.3 Costs And Plans.....	52
16.4 Owner's Duty to Repair.....	53
16.5 Owner's Liability For Insurance Deductible.....	53
ARTICLE 17 TERMINATION AND CONDEMNATION.....	53
17.1 Association As Trustee.....	53
17.2 Termination.....	53
17.3 Condemnation.....	53
ARTICLE 18 MORTGAGEE PROTECTION.....	54
18.1 Introduction.....	54
18.2 Amendment.....	54
18.3 Termination.....	54
18.4 Implied Approval.....	55
18.5 Other Mortgagee Rights.....	55
18.6 Insurance Policies.....	55
18.7 Notice of Actions.....	56
18.8 Amendments of a Material Nature.....	56
ARTICLE 19 AMENDMENTS.....	57
19.1 Consents Required.....	57

19.2	Amendments Generally.....	58
19.3	Effective	58
19.4	Declarant Rights	58
ARTICLE 20	DISPUTE RESOLUTION.....	59
20.1	Introduction and Definitions	59
20.2	Mandatory Procedures	60
20.3	Notice	60
20.4	Negotiation.....	60
20.5	Mediation.....	61
20.6	Termination Of Mediation	61
20.7	Binding Arbitration-Claims	61
20.8	Allocation Of Costs	63
20.9	General Provisions	63
20.10	Period of Limitation	63
20.11	Approval & Settlement.....	64
ARTICLE 21	GENERAL PROVISIONS.....	65
21.1	Notices.....	65
21.2	Compliance.....	65
21.3	Higher Authority	65
21.4	Interpretation	65
21.5	Duration.....	65
21.6	Captions	65
21.7	Construction.....	65
21.8	Declarant as Attorney in Fact and Proxy	66
21.9	Appendix / Attachments	67

DECLARATION OF CONDOMINIUM REGIME FOR PARMER VILLAGE TOWNHOME CONDOMINIUMS

CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership ("Declarant"), is the owner of Lot 2, Block A of the Jefferson Center Subdivision, a subdivision in Williamson County, according to the map or plat thereof recorded in Cabinet T, Slide 107, Document No. 2000068796, Official Public Records of Williamson County, Texas, together with all Improvements thereon and all easements, rights, and appurtenances thereto (collectively, the "Land"). The Land is hereby submitted to the terms and provisions of the Texas Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating Parmer Village Townhome Condominiums.

NOW, THEREFORE, it is hereby declared that the Land will be held sold, conveyed, leased, occupied, used, insured, and encumbered with this Declaration, including the representations and reservations of Declarant, set forth on Appendix "A", attached hereto, which will run with the Land, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and be binding upon all parties having right, title, or interest in or to such property, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

Unless otherwise defined in this Declaration, terms defined in Section 82.003 of the Act have the same meaning when used in this Declaration. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1 "Act" means Chapter 82 of the Texas Property Code, the Texas Uniform Condominium Act, as it may be amended from time to time.

1.2 "Applicable Law" means the statutes and public laws and ordinances in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes and ordinances specifically referenced in the Documents are "Applicable Law" on the date of the Document, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

1.3 "Architectural Reviewer" means Declarant during the Development Period. After expiration or termination of the Development Period, the rights of the Architectural Reviewer will automatically be transferred to the Board.

1.4 **"Assessment"** means any charge levied against a Unit or Owner by the Association, pursuant to the Documents, the Act, or Applicable Law, including but not limited to Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments as defined in Article 6 of this Declaration.

1.5 **"Association"** means Parmer Village Townhome Community, Inc., a Texas non-profit corporation, the Members of which shall be the Owners of Units within the Regime. The term "Association" shall have the same meaning as the term "unit owners association" in Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Certificate, the Bylaws, the Act, and Applicable Law.

1.6 **"Board"** means the Board of Directors of the Association.

1.7 **"Building"** means a residential dwelling constructed within a Unit.

1.8 **"Bylaws"** mean the bylaws of the Association, as they may be amended from time to time.

1.9 **"Certificate"** means the Certificate of Formation of the Association filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

1.10 **"Common Element"** means all portions of the Property save and except the Units. All Common Elements are **"General Common Elements"** except if such Common Elements have been allocated as **"Limited Common Elements"** by this Declaration for the exclusive use of one or more but less than all of the Units.

1.11 **"Common Expenses"** means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Regime, including but not limited to those expenses incurred for the maintenance, repair, replacement and operation of the Common Elements.

1.12 **"Community Manual"** means the community manual, if any, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the Regime. The Community Manual may include the Bylaws and Rules and policies governing the Association. The Community Manual may be amended, from time to time, by a Majority of the Board; provided, however, that during the Development Period, any amendment to the Community Manual must be approved in advance and in writing by the Declarant.

1.13 **"Declarant"** means CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights and duties under this Declaration to any Person. Declarant may also, by Recorded written instrument, permit any other Person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Declaration.

1.14 **"Declarant Control Period"** means that period of time during which Declarant controls the operation and management of the Association, pursuant to Appendix "A" of this Declaration. The duration of Declarant Control Period is from the date this Declaration is Recorded for a maximum period not to exceed one hundred and twenty (120) days after title to seventy-five percent (75%) of the Units that may be created hereunder have been conveyed to Owners other than Declarant.

1.15 **"Declaration"** means this document, as it may be amended from time to time.

1.16 **"Development Period"** means the fifteen (15) year period beginning on the date this Declaration is Recorded, during which Declarant has certain rights as more particularly described on Appendix "A", attached hereto, including rights related to development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property. Declarant may terminate the Development Period by Recording a notice of termination.

During the Development Period, Appendix "A" has priority over the terms and provisions of this Declaration.

1.17 **"Documents"** mean, singly or collectively as the case may be, this Declaration, the Plat and Plans, attached hereto as Attachment 1, the Certificate, Bylaws, the Community Manual, and the Rules of the Association, as each may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is a part of that Document.

The Documents are subject to amendment or modification from time to time. By acquiring a Unit in Farmer Village Townhome Condominiums you agree to comply with the terms and provisions of the Documents, as amended or modified.

1.18 **"General Common Elements"** mean Common Elements which are not Limited Common Elements. General Common Elements refer to those portions of the Property that are

designated as "GCE", "General Common Element", "General Common Area", "Common Area", or by the notation "General Common Elements", "GCE", "General Common Area", "Common Area", or "Common Areas" on Attachment 1, attached hereto.

1.19 **"Improvement"** means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, Buildings, outbuildings, storage sheds, patios, recreational facilities, swimming pools, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.20 **"Landscape Services"** mean the following services to be provided to each Yard LCE: (a) mowing and edging all turf areas at least once per week during the months of May through September of each year, and on an as-needed basis during the months of October through April; (b) maintenance and irrigation of yard turf areas; (c) applying fertilizer to the turf areas twice a year; (d) manually and mechanically controlling weeds as required to maintain a manicured appearance; and (e) controlling fire ants in the turf areas with applications of "Logic" or approved equal in the spring and fall. Notwithstanding the foregoing, the Board will have the right to modify the Landscape Services provided by the Association from time to time.

1.21 **"Limited Common Elements"**, if any, mean those portions of the Property reserved for the exclusive use of one or more Owners to the exclusion of other Owners. Limited Common Elements are designated as "LCE", "Limited Common Elements", or "Limited Common Areas" on Attachment 1, attached hereto and as provided in Section 5.4 of this Declaration.

1.22 **"Majority"** means more than half.

1.23 **"Member"** means a member of the Association, each Member being an Owner of a Unit, unless the context indicates that member means a member of the Board or a member of a committee of the Association.

1.24 **"Mortgagee"** means a holder, insurer, or guarantor of a purchase money mortgage secured by a Recorded senior or first deed of trust lien against a Unit.

1.25 **"Occupant"** means an occupant or tenant of a Unit, regardless of whether the person owns the Unit.

1.26 **"Owner"** means a holder of fee simple title to a Unit. Declarant is the initial Owner of all Units. Mortgagees who acquire title to a Unit through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

1.27 **"Person"** means any individual or entity having the legal right to hold title to real property.

1.28 **"Plat and Plans"** means the plat and plans attached hereto as Attachment 1, as changed, modified, or amended in accordance with this Declaration.

1.29 **"Property"** means Lot 2, Block A of the Jefferson Center Subdivision, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet T, Slide 107, Document No. 2000068796, Official Public Records of Williamson County, Texas, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and includes every Unit and Common Element thereon.

1.30 **"Record, Recording, Recordation and Recorded"** means to record or recorded in the Official Public Records of Williamson County, Texas.

1.31 **"Regime"** means the Property, Units, General Common Elements, Limited Common Elements and Yard LCE that comprise the condominium regime established under this Declaration.

1.32 **"Rules"** means rules and regulations of the Association adopted in accordance with the Documents or the Act. The initial Rules may be adopted by Declarant for the benefit of the Association.

1.33 **"Underwriting Lender"** means a national institutional mortgage lender, insurer, underwriter, guarantor, or purchaser on the secondary market, such as Federal Home Administration (FHA), Federal Home Loan Mortgage Corporation (Freddie Mac), Federal National Mortgage Association (Fannie Mae), or Government National Mortgage Association (Ginnie Mae), singularly or collectively. The use of this term and these institutions may not be construed as a limitation on an Owner's financing options or as a representation that the Property is approved by any institution.

1.34 **"Unit"** means a physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Attachment 1, as further described in Section 5.2 of this Declaration.

1.35 "Yard LCE" means any yard space within the Regime allocated in accordance with the terms of this Declaration or the Act as a Limited Common Element for the exclusive benefit of the Owner of a Unit. Pursuant to Appendix "A", Declarant has reserved the right to convert General Common Elements to Limited Common Elements (which may be characterized as Yard LCE) during the Development Period.

ARTICLE 2 PROPERTY SUBJECT TO DOCUMENTS

2.1 **Subject To Documents.** The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Declarant's representations and reservations as set forth on Appendix "A", attached hereto, which run with the Property, bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner of the Property.

2.2 **Additional Property.** Additional real property may be annexed into the Regime and subjected to the Declaration and the jurisdiction of the Association on approval of Owners representing at least two-thirds of the ownership interests in the Property, or, during the Development Period, by Declarant as permitted in Appendix "A". Annexation of additional property is accomplished by the Recording of a declaration of annexation, which will include a description of the additional real property. The declaration of annexation may include a description of the Units added to the Regime.

2.3 **Adjacent Land Use.** Declarant makes no representations of any kind as to current or future uses, actual or permitted, of any land that is adjacent to or near the Property.

2.4 **Recorded Easements and Licenses.** In addition to the easements and restrictions contained in this Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of Record, including those described in the attached Attachment 2, and any shown on a Recorded plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-recorded easements, licenses, leases, and encumbrances. Each Owner further agrees to maintain any easement that crosses his Unit and for which the Association does not have express responsibility.

2.5 **Common Elements.** The Common Elements of the Property consist of all of the Property, save and except the Units. The designation of Common Elements is determined by this Declaration. The Declarant may install, construct, or authorize certain Improvements on Common Elements in connection with the development of the Property, and the cost thereof is not a Common Expense of the Association. Thereafter, all costs attributable to Common Elements, including maintenance, insurance, and enhancements, are automatically the

responsibility of the Association, unless this Declaration elsewhere provides for a different allocation for a specific Common Element.

ARTICLE 3
PROPERTY EASEMENTS, RIGHTS AND RESTRICTIONS

3.1 **General.** In addition to other easements, rights and restrictions established by the Documents, the Property is subject to the easements, rights and restrictions contained in this *Article 3*.

3.2 **Owner's Easement of Enjoyment.** Every Owner is granted a right and easement of enjoyment over the General Common Elements and use of Improvements therein, subject to other limitations, rights and easements contained in the Documents. An Owner who does not occupy a Unit delegates this right of enjoyment to the Occupants of the Owner's Unit, and is not entitled to use the Common Elements.

3.3 **Owner's Maintenance Easement.** Each Owner is hereby granted an easement over and across any adjoining Unit and Common Elements to the extent reasonably necessary to maintain or reconstruct such Owner's Unit, subject to the consent of the Owner of the adjoining Unit, or the consent of the Board in the case of Common Elements, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the adjoining Unit or Common Element. Requests for entry into an adjoining Unit must be made to the Owner of such Unit in advance. The consent of the adjoining Unit Owner will not be unreasonably withheld; however, the adjoining Unit Owner may require that access to its Unit be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. Access to the Common Elements for the purpose of maintaining or reconstructing any Unit must be approved in advance and in writing by the Board. The consent of the Board will not be unreasonably withheld; however, the Board may require that access to the Common Elements be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. In addition, the Board may require that the Owner abide by reasonable rules with respect to use and protection of the Common Elements and adjacent Units during any such maintenance or reconstruction. If an Owner damages an adjoining Unit or Common Element in exercising the easement granted hereunder, the Owner will be required to restore the Unit and/or Common Element to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Association or the Owner of the damaged Unit, as applicable.

Notwithstanding the foregoing, no Owner shall perform any work to any portion of his Unit or the Common Elements unless such work is approved in advance and in writing by the Architectural Reviewer.

3.4 **Owner's Ingress/Egress Easement.** Each Owner is hereby granted a perpetual easement over the Property, as may be reasonably required, for vehicular and pedestrian ingress to and egress from his Unit or the Limited Common Elements assigned thereto. Such easement shall be subject, in any event, to any Rules governing or limiting each Owner's right of ingress and egress granted hereby.

3.5 **Owner's Encroachment Easement.** Every Owner is granted an easement for the existence and continuance of any encroachment by his Unit on any adjoining Unit or Common Element now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement, or movement of any portion of a Building, or as a result of condemnation or eminent domain proceedings, so that the encroachment may remain undisturbed so long as the Improvement stands.

3.6 **Easement Of Cooperative Support.** Each Owner is granted an easement of cooperative support over each adjoining Unit and Limited Common Element assigned thereto as needed for the common benefit of the Property, or for the benefit of Units in a building, or Units that share any aspect of the Property that requires cooperation. By accepting an interest in or title to a Unit, each Owner: (i) acknowledges the necessity for cooperation in a condominium; (ii) agrees to try to be responsive and civil in communications pertaining to the Property and to the Association; (iii) agrees to provide access to his Unit and Limited Common Elements when needed by the Association to fulfill its duties; and (iv) agrees to try refraining from actions that interfere with the Association's maintenance and operation of the Property.

3.7 **Association's Access Easement.** Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Areas and the Owner's Unit and all Improvements thereon for the following purposes:

- (a) To perform inspections and/or maintenance that is permitted or required of the Association by the Documents or by Applicable Law.
- (b) To perform maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.
- (c) To enforce the Documents.
- (d) To exercise self-help remedies permitted by the Documents or by Applicable Law.
- (e) To respond to emergencies.

(f) To perform any and all functions or duties of the Association as permitted or required by the Documents or by Applicable Law.

3.8 **Utility Easement.** The Association and Declarant (during the Development Period) may grant permits, licenses, and easements over the Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Regime. Declarant (during the Development Period) and the Association may grant easements over and across the Units and Common Elements to the extent necessary or required to provide utilities to Units; provided, however, that such easements will not unreasonably interfere with the use of any Unit for residential purposes. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the Board and may not unreasonably interfere with the use of a Unit. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

NOTICE

PLEASE READ CAREFULLY THE FOLLOWING PROVISIONS ENTITLED "SECURITY" AND "INJURY TO PERSON OR PROPERTY". THE PROVISIONS LIMIT THE RESPONSIBILITY OF DECLARANT AND THE ASSOCIATION FOR CERTAIN CONDITIONS AND ACTIVITIES.

3.9 **Security.** THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED, EITHER DIRECTLY OR INDIRECTLY, TO IMPROVE SAFETY IN OR ON THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND AGREES, FOR HIMSELF AND HIS GUESTS, THAT DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES ARE NOT PROVIDERS, INSURERS, OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND ACCEPTS AS HIS SOLE RESPONSIBILITY TO PROVIDE SECURITY FOR HIS OWN PERSON AND PROPERTY, AND ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO SAME. EACH OWNER AND OCCUPANT FURTHER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE OWNER OR OCCUPANT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE, BURGLARY, AND/OR INTRUSION SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY

MEASURES UNDERTAKEN WITHIN THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND AGREES THAT DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF ANY FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

3.10 INJURY TO PERSON OR PROPERTY. NEITHER THE ASSOCIATION NOR DECLARANT, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES HAVE A DUTY OR OBLIGATION TO ANY OWNER, OCCUPANT OR THEIR GUESTS: (I) TO SUPERVISE MINOR CHILDREN OR ANY OTHER PERSON; (II) TO FENCE OR OTHERWISE ENCLOSE ANY LIMITED COMMON ELEMENT, GENERAL COMMON ELEMENT, OR OTHER IMPROVEMENT; OR (III) TO PROVIDE SECURITY OR PROTECTION TO ANY OWNER, OCCUPANT, OR THEIR GUESTS, EMPLOYEES, CONTRACTORS, AND INVITEES FROM HARM OR LOSS. BY ACCEPTING TITLE TO A UNIT, EACH OWNER AGREES THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE REASONABLE AND CONSTITUTE THE EXERCISE OF ORDINARY CARE BY THE ASSOCIATION AND DECLARANT. EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND DECLARANT, AND DECLARANT'S AGENTS FROM ANY CLAIM OF DAMAGES, TO PERSON OR PROPERTY ARISING OUT OF AN ACCIDENT OR INJURY IN OR ABOUT THE REGIME TO THE EXTENT AND ONLY TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SUCH OWNER, HIS TENANT, HIS GUESTS, EMPLOYEES, CONTRACTORS, OR INVITEES TO THE EXTENT SUCH CLAIM IS NOT COVERED BY INSURANCE OBTAINED BY THE ASSOCIATION AT THE TIME OF SUCH ACCIDENT OR INJURY.

3.11 Easement to Inspect and Right To Correct. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder, and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, Improvement, or condition that may exist on any portion of the Property, including the Units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of mechanical or electrical facilities may be warranted by a change of circumstance, imprecise siting of the original facilities, or the desire or necessity to comply more fully with Applicable Law. This Section may not be construed to create a duty for Declarant, the Association, any architect, engineer, other design professionals, builder or general contractor, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant an easement of access and entry over, across, under, and through the Property,

including without limitation, all Common Elements and the Owner's Unit and all Improvements thereon for the purposes contained in this *Section 3.11*.

3.12 **Parking.** During the Development Period, Declarant reserves the right to designate and assign portions of the General Common Elements as parking for the exclusive use of any Owner of a Unit. Upon expiration or termination of the Development Period, the Association may assign parking spaces to any Unit or may use such parking spaces in a manner determined by the Board subject to any assignment previously made by the Declarant. Any designation and assignment of General Common Elements as parking will be memorialized by a written "assignment of parking" executed by an authorized representative of the Declarant (or Association if Declarant no longer owns any Units within the Regime) which shall identify the parking space(s) and the Unit assigned thereto. The assignment shall be made a part of the corporate records of the Association, will be considered an agreement between the Association and such Owner with regard to use of the General Common Element so assigned, and may not be terminated or modified without the consent of the Declarant (or a Majority of the Board if Declarant no longer owns any Units within the Regime) and the Owner of the Unit to which such General Common Element parking was assigned. The Association and the Declarant (during the Development Period) reserves the right to adopt parking rules and regulations within the Regime and on any street adjacent thereto. Specifically, the Declarant or the Association may prohibit the Owners from parking vehicles on any road or street, and parking spaces located therein or thereon, within or adjacent to the Regime. Notwithstanding the foregoing, Unit Owners may not park more than one vehicle on the driveway serving such Unit, unless approved in advance and in writing by the Association. "Parked" or "parking" as used herein shall be defined as a vehicle left unattended for more than thirty (30) consecutive minutes. As a result of the required design of the project, certain driveways may not be able to accommodate the parking of vehicles. No vehicle may be parked on an driveway if the vehicle, when parked, would obstruct or otherwise block ingress or egress to and from sidewalks adjacent to the driveway, including green space, i.e., no portion of the vehicle may extend over a line extended from the rear of one sidewalk or green space adjacent to the driveway to the rear of the other sidewalk or green space adjacent to the other driveway.

3.13 **Joint Easements for Use of Amenities.** Each Owner is advised that the Property is subject to that certain Shared Amenities and Cost Sharing Agreement recorded as Document No. 2013036446 of the Official Public Records of Williamson County, Texas (the "**Shared Amenities and Cost Sharing Agreement**"). Pursuant to the terms and provisions of the Shared Amenities and Cost Sharing Agreement, Members of the Association have access to certain amenities located on neighboring property, and owners of neighboring property have access to certain amenities located within the Property. Owners of adjacent property have an easement over and across portions of the Property for access and use of certain amenities located or to be located on the Property, if any. In addition, Declarant was granted an easement of access over and across adjacent property for access and use of certain amenities located on adjacent

property. It is anticipated that Declarant will assign such easement to the Association. Each Owner is advised to review the Shared Amenities and Cost Sharing Agreement in its entirety. This Section 3.13 is not intended to describe or summarize the terms and provisions of the Shared Amenities and Cost Sharing Agreement.

3.14 **Joint Access Roadway Easement.** The Property shares a joint access roadway (the "**Joint Access Roadway**") as shown in the Plat and Plans attached hereto as **Attachment 2** pursuant to that certain Amended and Restated Access Easement Agreement Recorded as Document No. 2007025731 in the Official Public Records of Williamson County, Texas (the "**Access Easement Agreement**"). The Association is responsible for repair and maintenance of the Joint Access Roadway in accordance with the terms and provisions of the Access Easement Agreement.

ARTICLE 4 DISCLOSURES

4.1 **Service Contracts.** Declarant may have contracted, on behalf of the Owner, for one or more services to be provided by vendors to the individual Owners on a contract basis, such as intrusion monitoring and cable television. In that event, whether or not an Owner chooses to use the service, the Owner is required to pay the Unit's share of the contract for the contract period. The Association may serve as the conduit for the service fees and payments, which may be considered Regular, Utility or Individual Assessments. However, neither the Declarant nor the Association is the service provider and neither party shall have any responsibility or liability for the availability or quality of the service, or for the maintenance, repair, or replacement of the wires, conduits, equipment, or other fittings relating to the contract service.

4.2 **Streets Within the Property.** The streets located outside the Property are public streets and maintained by applicable governmental authorities. Streets within the Property are private and maintained by the Association.

(a) **Private Streets.** Streets within the Property are General Common Elements and are maintained and administered by the Association. The Association, acting through the Board has the express authority to adopt, amend, repeal, and enforce the rules, regulations and procedures for use of private streets, including but not limited to:

- (i) Identification of vehicles used by Owners and Occupants and their guests.
- (ii) Designation of parking areas and no-parking areas, and loading/unloading zones.

(iii) Limitations or prohibitions on street or driveway parking.

(iv) Removal or prohibition of vehicles that violate applicable rules and regulations.

(v) Fines for violations of applicable rules and regulations.

(b) **Public Streets.** Public streets are not Common Elements, but may be maintained and/or regulated by the Association to the extent they are not maintained or regulated by a governmental authority. As to public streets, the Association, acting through the Board, is specifically authorized: (i) to accept from applicable governmental authorities any delegation of street-related duties; and (ii) to act as attorney in fact for the Owners in executing instruments required by Applicable Law to impose, modify, or remove restrictions or traffic devices (such as speed bumps) on public streets serving and adjacent to the Property.

4.3 **Water Quality Facilities, Drainage Facilities and Drainage Ponds.** The General Common Elements may include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property and are inspected, maintained and administered by the Association in accordance with all applicable governmental regulations, codes and ordinances, including the City of Austin and Williamson County regulations, and state and federal laws. Access to these facilities and ponds is limited to Persons engaged by the Association to periodically maintain such facilities. Each Owner is advised that the water quality facilities, sedimentation, drainage and detention facilities and ponds are an active utility feature integral to the proper operation of the Regime and may periodically hold standing water. Each Owner is advised that entry into the water quality facilities, sedimentation, drainage and detention facilities or ponds may result in injury and is a violation of the Rules.

4.4 **Adjacent Thoroughfares.** The Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

4.5 **Zoning.** No representations are made regarding the zoning of adjacent property. The zoning and use of adjacent property may change in the future.

4.6 **Outside Conditions.** In every neighborhood there are conditions that different people may find objectionable. Accordingly, it is acknowledged that there may be conditions outside of the Property that an Owner or Occupant may find objectionable, and it shall be the sole responsibility of an Owner or Occupant to become acquainted with surrounding conditions which could affect the Unit.

4.7 **Construction Activities.** Declarant will be constructing portions of the Regime and engaging in other construction activities related to the construction of Units and Common Elements. Such construction activities may, from time to time, produce certain conditions on the Regime, including, without limitation: (a) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (b) smoke; (c) noxious, toxic or corrosive fumes or gases; (d) obnoxious odors; (e) dust, dirt or flying ash; (f) unusual fire or explosion hazards; (g) temporary interruption of utilities; and/or (h) other conditions that may threaten the security or safety of Persons on the Regime. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Regime resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

4.8 **Name of Regime.** "Parmer Village Townhome" is a commonly used phrase and may have been used by third parties in connection with many different types of real estate properties. As a result, there is a risk that one or more third parties may assert that the term "Parmer Village Townhome" has trademark significance and may assert claims for trademark infringement against the Declarant claiming a likelihood of confusion, and may attempt to force Declarant to change the name or recover for damages for trademark infringement. Declarant believes that it has reasonable defenses to such claims on the grounds, *inter alia*, that the term is merely descriptive, primarily geographically descriptive, and/or dilute, to the extent that no third party can claim exclusive rights in use of the term in connection with real estate development projects, including but not limited to the Regime, or that the overall circumstances of use of the term by Declarant is in different channels of commerce, such that there is no likelihood of confusion with any third party's use of the term. It is believed that due to the fact that the name is not known to be in common usage in Austin, Texas, or more generally in connection with a residential condominium community, the term "Parmer Village Townhome" cannot be lawfully appropriated as a trademark by any third party and is not protectable as a trademark under federal or state law; provided, however, that: (A) Declarant shall have no liability should the Regime be forced to change its name; (B) Declarant shall have no duty to contest any claim asserting that the name should be changed; and (C) each Owner shall, by taking title to a Unit, acknowledges that the name "Parmer Village Townhome" was in no way an inducement to purchase, to not sell after purchase, or to expend funds in detrimental reliance on the name remaining "Parmer Village Townhome". During the Declarant Control Period, Declarant shall have the right in its sole discretion to change the name of the Regime without notice to any person.

4.9 **Encroachments.** Improvements may have been constructed on adjoining lands that encroach onto the Property. Declarant gives no representations or warranties as to property rights, if any, created by such any such encroachments.

4.10 **Budgets.** Any budgets are based on estimated expenses only without consideration for the effects of inflation and may increase or decrease significantly when the actual expenses become known.

4.11 **Light and Views.** The natural light available to and views from a Unit can change over time due to among other things, additional development and the removal or addition of landscaping. **NATURAL LIGHT AND VIEWS ARE NOT PROTECTED.**

4.12 **Schools.** No representations are being made regarding which schools may now or in the future serve the Units.

4.13 **Sounds.** No representations are made that the Unit is or will be soundproof or that sound and/or vibrations may not be transmitted from one Unit to another or from the Common Elements to a Unit. Sound transmission and/or vibrations between Units and Common Elements is inherent in multi-family construction and is not a construction defect. The plumbing and concrete, tile, and hardwood surfaces and other uncovered surfaces within a Unit may transmit noise, and such noise shall not constitute a use of a unit that interferes with or causes disruption to the use and quiet enjoyment of another unit by its respective Owner and/or Occupant.

4.14 **Suburban Environment.** The Property is located in an suburban environment. Land adjacent or near the Property may currently contain, or may be developed to contain in the future, residential and commercial uses. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, trains and other generators of sound and vibrations typically found in an suburban area. In addition to sound and vibration, there may be odors (from restaurants, food being prepared and dumpsters) and light (from signs, streetlights, other buildings, car headlights and other similar items) in suburban areas and these things are part of the reality and vibrancy of suburban living. The Units are not constructed to be soundproof or free from vibrations. Sounds and vibrations can also be generated from sources located within a Unit or the Common Elements including heating and air conditioning equipment, pump rooms, other mechanical equipment, dogs barking and the playing of certain kinds of music.

4.15 **Water Runoff.** The Property may be subject to erosion and/or flooding during unusually intense or prolonged periods of rain. In addition, water may pond on various portions of the Property having impervious surfaces, such as flat roof systems and patios.

4.16 **Unit Systems.** No representations are made that the systems in the Unit including, by way of example only, heating and air conditioning and electrical systems will operate or perform at a level or standard greater than the minimum specifications of the

manufacturer. In addition, the performance and methods and practices of operating heating and cooling systems can be directly affected by the orientation and location of a room or Unit in relation to the sun. Declarant has no obligation other than to install a heating and cooling system at the Unit which has been sized and designed based on industry standards for the type and size of Unit to be constructed.

4.17 **Location of Utilities.** Declarant makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins.

4.18 **Notice Concerning Mineral Reservation.** Each Owner is hereby informed that Declarant has conveyed to an affiliated entity all right, title and interest, if any, of Declarant in all minerals, resources, and groundwater, including but not limited to oil, gas and hydrocarbons, in, on or under, and/or that may be produced from, the Property. The conveyance instrument ("**Mineral Deed**") includes a provision whereby the owner of the minerals, resources and groundwater, if any, conveyed by such Mineral Deed will not be permitted to use the surface of the Property (to a depth of thirty feet below the finished grade of the Property) for the purpose of exploring for, developing or producing such minerals, resources and groundwater on and after the date of the first conveyance of a completed residence on the Property (the "**Surface Waiver**"). This Surface Waiver applies only to the interest, if any, in the minerals, resources and groundwater conveyed by the Mineral Deed. (The minerals, resources and groundwater, or some portion thereof or some interest therein, may have been conveyed or reserved by third parties prior to Declarant's conveyance to its affiliate, and any such portion or interest would not be affected by the Surface Waiver contained in the Mineral Deed. No representation or warranty, express or implied, is made as to the ownership of the minerals, resources and groundwater or any portion thereof or any interest therein. Further, no representation or warranty, express or implied, is made with respect to whether the owner(s), if any, of any interest in or portion of the minerals, resources and groundwater not conveyed by the Mineral Deed has/have waived their rights to use the surface of the Property or the terms of any such waiver of surface rights.) The Surface Waiver in the Mineral Deed does not prevent the owner of the minerals, resources, and groundwater conveyed by the Mineral Deed from exploring, developing, drilling, producing, withdrawing, capturing, pumping, extracting, mining or transporting the minerals, resources, and groundwater by pooling, unitization, directional drilling or any other manner or method that does not require entry upon the surface of the Property. Each Owner should carefully review the title commitment delivered in connection with its acquisition of a Unit to determine the full extent to which the Mineral Deed and any other mineral conveyances affect the Units and the Property. In addition, if the Declaration includes a prohibition against mineral, resource, and/or groundwater extraction, drilling, or mining, such provision is not binding on the owner(s) of the minerals, resources and groundwater.

4.19 Notice Regarding Shared Amenities and Cost Sharing Agreement. The Property is subject to that certain Shared Amenities and Cost Sharing Agreement. Pursuant to the terms and provisions of the Shared Amenities and Cost Sharing Agreement, the Members of the Association have access to certain amenities located on neighboring property, and owners of neighboring property have access to certain amenities located within the Property (the "Joint Amenities"). Use of the Joint Amenities will be subject to reasonable rules adopted by the applicable owners association responsible for the maintenance of said amenities. In addition, Members of the Association will be responsible for joint maintenance costs associated with the maintenance, repair and replacement of the Joint Amenities, the cost of the expenses being levied by the Association through Regular Assessments. The Association will be responsible for discharging the obligations of the Tract 1 Association as set forth in that certain Shared Amenities and Cost Sharing Agreement. Each Owner is advised to review the Shared Amenities and Cost Sharing Agreement in its entirety. This Section 3.13 is not intended to describe or summarize the terms and provisions of the Shared Amenities and Cost Sharing Agreement.

ARTICLE 5

UNITS, LIMITED COMMON ELEMENTS & ALLOCATIONS

5.1 Initial Submitted Units and Maximum Number of Units. The Regime will consist of a minimum of seven (7) Units. During the Development Period, Declarant, as permitted in Appendix "A", has reserved the right to create a maximum of one hundred fifty-two (152) Units on the Property and additional property added to the Regime. To add Units to the Regime, Declarant during the Development Period may, from time to time, file an amendment to this Declaration creating such additional Units. To add additional Units to the Regime established by the Declaration, Declarant shall prepare, execute, and Record an amendment to this Declaration and the Plat and Plans which amendment will: (i) assign an identifying number to each new Unit; (ii) reallocate the Common Interest Allocation among all Units then existing within the Regime; (iii) describe any Limited Common Elements; if any, created or designated to each new Unit; and (iv) with respect to new Units, include the information required by Section 82.055 and Section 82.059(b) of the Texas Uniform Condominium Act. To add additional property to the Regime, Declarant will Record a declaration of annexation, which will include a description of the additional real property. The declaration of annexation may also include a description of the Units added to the Regime if the Declarant elects to create Units upon recordation of the declaration of annexation OR Declarant may elect to create additional Units or Common Elements on the additional property subsequent to the recordation of the declaration of annexation. No assurance is given as to the dispersion of new Units, total number of new Units, or size of such Units.

5.2 **Unit Boundaries.** The boundaries and identifying number of each Unit are shown on the Plat and Plans attached as **Attachment 1.** The boundaries are further described as follows:

(a) **Lower Boundary.** The top surface of the concrete slab foundation is the horizontal plane defining the Unit's lower boundary. The actual concrete slab foundation is a General Common Element. Anything on or affixed to the top of the foundation is part of the Unit.

(b) **Upper Boundary.** The bottom or inside surface of the roof sheathing is the horizontal plane defining the Unit's upper boundary.

(c) **Lateral Boundaries – Exterior Walls.** On perimeter walls, the Unit's lateral boundaries are the planes defined by the inside-facing surfaces of the material comprising the outermost component of the exterior wall and by the outside-facing surfaces of the outermost component of doors and windows in the perimeter walls. For example, if the outermost material is brick veneer, the Unit extends to the inside-facing surface of the brick wall, and includes the entire wall cavity. All doors and windows servicing a single Unit are part of that Unit.

(d) **Lateral Boundaries – Interior Walls.** On interior walls, i.e., walls between 2 Units, the Unit's lateral boundaries are the planes defined by the midpoints of the interior wall. The Unit on each side of an interior wall extends to the middle of the interior wall.

(e) **Garages.** Any garage that is attached to a Unit is part of that Unit.

(f) **Patios.** Any patio that is attached to the living area of a Unit and which is accessed via the Unit's living area is part of the Unit. The boundaries of the patio portion of a Unit are the outermost construction materials of the walls, floors, railings, and ceilings (if any) of the patio area, including, for example, wood decking, wood siding, stucco walls, metal railings, and fabric awnings.

NOTICE

The individually owned Units created by this Declaration include some portions of the building outside of the traditional air-conditioned living areas. For example, the garage, attic area, exterior wall cavities, windows, doors, and some components of the roof and exterior walls are included within the Unit's boundaries.

5.3 **What the Unit Includes.** Each Unit includes the spaces and Improvements within the above-described lower, upper, and lateral boundaries, including without limitation,

any windows, window screens and frames, exterior doors and door hardware, garage and garage door, and attic area. Each Unit also includes Improvements, fixtures, and equipment serving the Unit exclusively, whether located inside or outside the Unit, whether or not attached to or contiguous with the Unit, including but not limited to, the following (if any): chimneys, water heaters, air conditioners, utility meters, fuse boxes, electrical switches, wiring, pipes, ducts, conduits, smoke detectors, security systems, television antennas, lighting fixtures, telephone and electrical receptacles, and skylights.

(a) **Exclusions.** Except as specifically included above, each Unit excludes the spaces and Improvements lying outside of the vertical and horizontal boundaries. Each Unit also excludes any chute, pipe, flue, duct, wire, or conduit running through a Unit for the purpose of furnishing utility and similar services to other Units and/or Common Elements.

(b) **Inconsistency with Plans.** If the foregoing description of Unit boundaries is inconsistent with the Plats and Plans, then this Section will control.

(c) **Representations of Size.** The space contained within the Unit's vertical and horizontal boundaries is not related to the size of the Unit's living areas. Similarly, the Units are initially marketed on the basis of a limited number of representational floorplans, each of which is marked with a rounded and estimated size of air-conditioned space, taken from pre-construction architectural drawings. Those marketing sizes may vary from the size of the actual space contained within the Unit's vertical and horizontal boundaries and the actual area contained within the air conditioned space of the Unit.

SIZE OF UNIT

The size of a Unit may be measured different ways for different purposes, such as for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. No single measurement is definitive for all purposes. Measurements may be of the area under roof, or the air conditioned space, or the area within the Unit's legal boundaries. The Unit's partition wall cavities and/or its perimeter wall cavities may or may not be included. The Unit's garage area, attic area and/or patio space may or may not be included.

5.4 Initial Designations Of Limited Common Elements. Portions of the Common Elements may be allocated as Limited Common Elements on the Plats and Plans, attached hereto as Attachment 1, by use of "LCE" and the identifying number of the Unit to which the Limited Common Element is appurtenant, or by use of a comparable method of designation.

5.5 Subsequent Allocation Of Limited Common Elements. A Common Element not allocated by this Declaration as a Limited Common Element may be so allocated only in

accordance with the Act or the provisions of this Declaration. Declarant has reserved the right as set forth in Appendix "A" of this Declaration, to create and assign Limited Common Elements within the Property.

5.6 **Common Interest Allocation.** The percentage of interest in the Common Elements (the "**Common Interest Allocation**") allocated to each Unit is set forth on Attachment 3 and is assigned in accordance with a ratio of one (1) to the total number of Units. The same formula will be used in the event the allocated interests are reallocated as a result of any increase or decrease in the number of Units subject to this Declaration. In the event an amendment to this Declaration is filed which reallocates the Common Interest Allocation as a result of any increase or decrease in the number of Units the reallocation will be effective on the date such amendment is Recorded.

5.7 **Common Expense Liabilities.** The percentage of liability for common expenses allocated to each Unit and levied pursuant to Article 5 is equivalent to the Common Interest Allocation assigned to the Unit.

5.8 **Votes.** One (1) vote is allocated to each Unit. The one vote appurtenant to each Unit is weighted equally for all votes, regardless of the other allocations appurtenant to the Unit. In other words, the one vote appurtenant to each Unit is uniform and equal to the vote appurtenant to every other Unit.

ARTICLE 6

COVENANT FOR ASSESSMENTS

6.1 **Purpose of Assessments.** The Association will use Assessments for the general purposes of preserving and enhancing the Regime, and for the benefit of Owners and Occupants, including but not limited to maintenance of real and personal property, management, and operation of the Association, and any expense reasonably related to the purposes for which the Association was formed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

6.2 **Personal Obligation.** An Owner is obligated to pay Assessments levied by the Board against the Owner or the Owner's Unit. Payments are made to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other Person regarding any matter to which this Declaration pertains. No Owner may exempt itself from such Owner's Assessment liability by waiver of the use or enjoyment of the Common Elements or by abandonment of the Owner's Unit. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Unit.

6.3 **Types of Assessments.** There are five (5) types of Assessments: Regular, Special, Utility, Individual, and Deficiency Assessments.

6.4 **Regular Assessments.**

(a) **Purpose of Regular Assessments.** Regular assessments are used for common expenses related to the recurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

(i) Maintenance, repair, and replacement, as necessary, of the General Common Elements, and Improvements, equipment, signage, and property owned by the Association.

(ii) Maintenance examination and report, as required by Article 9.

(iii) Utilities billed to the Association.

(iv) Pest control.

(v) Services obtained by the Association and available to all Units.

(vi) Taxes on property owned by the Association and the Association's income taxes.

(vii) Management, legal, accounting, auditing, and professional fees for services to the Association.

(viii) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.

(ix) Insurance premiums and deductibles.

(x) Contributions to the reserve funds.

(xi) Any other expense which the Association is required by Applicable Law or the Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Regime or for enforcement of the Documents.

(b) **Annual Budget-Regular.** The Board will prepare and approve an annual budget with the estimated expenses to be incurred by the Association for each fiscal year. The budget will take into account the estimated income and common expenses for

the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to the Owner of each Unit, although failure to receive a budget or budget summary will not affect an Owner's liability for Assessments. The Board will provide copies of the budget to Owners who make written request and pay a reasonable copy charge.

(c) **Basis of Regular Assessments.** Regular Assessments will be based on the annual budget, minus estimated income from sources other than Regular Assessments. Each Unit will be liable for its allocated share of the annual budget based on the Common Expense Liability allocated to such Unit. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined.

(d) **Supplemental Increases.** If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency.

6.5 **Special Assessments.** In addition to Regular and Utility Assessments, the Board may levy one or more Special Assessments against all Units for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the acquisition of real property must be approved by at least a Majority of the votes in the Association. Special Assessments will be apportioned among the Units in the same manner as Regular Assessments.

6.6 **Utility Assessments.** This Section applies to utilities serving the individual Units and consumed by the Occupants that are billed to the Association by the utility provider, and which may or may not be submetered by or through the Association. In addition to Regular Assessments, the Board may levy a Utility Assessment against each Unit. The Board may allocate the Association's utility charges among the Units by any conventional and reasonable method. The levy of a Utility Assessment may include a share of the utilities for the Common Elements, as well as administrative and processing fees, and an allocation of any other charges that are typically incurred in connection with utility or submetering services. The Board may, from time to time, change the method of utility allocation, provided the method of allocation is reasonable.

6.7 **Individual Assessments.** In addition to Regular, Special and Utility Assessments, the Board may levy an Individual Assessment against an Owner and the Owner's Unit. Individual Assessments may include, but are not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an

Owner or the Owner's Unit into compliance with the Documents; (iii) fines for violations of the Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and project documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Unit; (viii) common expenses that benefit fewer than all of the Units, which may be assessed according to benefit received; (ix) fees or charges levied against the Association on a per-Unit basis; and "pass through" expenses for services to Units provided through the Association and which are equitably paid by each Unit according to benefit received.

6.8 **Deficiency Assessments.** The Board may levy a Deficiency Assessment against all Units for the purpose of defraying, in whole or in part, the cost of repair or restoration for General Common Elements if insurance proceeds or condemnation awards prove insufficient. Deficiency Assessments will be apportioned among the Units in the same manner as Regular Assessments.

6.9 **Working Capital Fund.** Upon the transfer of a Unit (including both transfers from Declarant to the initial Owner, and transfers from one Owner to a subsequent Owner), a working capital fee in an amount equal to two (2) months of Regular Assessments will be paid by the transferee of the Unit to the Association for the Association's working capital fund. Each working capital contribution will be collected from the transferee of a Unit upon the conveyance of the Unit from one Owner (including Declarant) to another (expressly including any reconveyances of the Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers of a Unit will not be subject to the working capital contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent; (iv) any grantee who is the domestic partner or former spouse of the grantor; (v) any grantee that is a wholly-owned entity of the grantor; and (vi) any grantee to whom a Unit is conveyed by a will or through the law of intestacy. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. Declarant may not use working capital contributions collected hereunder to pay the operational expenses of the Association until the Declarant Control Period terminates. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital fund contribution attributable to a Unit (or all Units) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

6.10 **Operational Fund Contribution.** Upon the transfer of a Unit (including both transfers from Declarant to the initial Owner and transfers from one Owner to a subsequent Owner), a fee equal to one (1) month of Regular Assessments will be paid by the transferee of the Unit to the Association for the Association's operational funds. Upon termination of the Development Period (and only at such time), the Board will be permitted to modify any operational fund assessment payable on the transfer of a Unit. Each operational fund

contribution will be collected upon the conveyance of the Unit from one Owner (including Declarant) to another (expressly including any re-conveyances of the Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers will not be subject to the operational fund contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. The operational fund contribution is not a working capital contribution for the purpose of the Act.

6.11 **Due Date.** Regular Assessments are due on the first calendar day of each month or on such other date as the Board may designate in its sole and absolute discretion, and are delinquent if not received by the Association on or before such date. Special, Individual, and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Special, Individual, or Deficiency Assessment is given.

6.12 **Reserve Funds.** The Association will budget for reserves and may fund reserves out of Regular Assessments.

(a) **Operations Reserves.** The Association may maintain operations reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association.

(b) **Replacement & Repair Reserves-General Common Elements.** The Association will maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements.

6.13 **Declarant's Right To Inspect And Correct Accounts.** For a period of ten (10) years after expiration or termination of the Declarant Control Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts from the formation of the Association until the expiration or termination of the Declarant Control Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. By way of illustration but not limitation, Declarant may find it necessary to recharacterize an expense or payment to conform to Declarant's obligations under the Documents or Applicable Law. This Section may not be construed to create a duty for Declarant or a right for the Association and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant a right of access to the Association's books and

records that is independent of Declarant's rights during the Declarant Control Period and the Development Period.

6.14 **Association's Right To Borrow Money.** The Association is granted the right to borrow money, subject to the consent of Owners representing at least a Majority of the votes in the Association and the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

6.15 **Limitations of Interest.** The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by Applicable Law, the excess amount will be applied to the reduction of unpaid Special and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6.16 **Audited Financial Statements.** The Association shall have an audited financial statement for the preceding full fiscal year of the Association prepared and made available within one hundred and twenty (120) days after the Association's fiscal year-end.

ARTICLE 7

ASSESSMENT LIEN

7.1 **Assessment Lien.** Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Unit and is secured by a continuing lien on the Unit. Each Owner, and each prospective Owner, is placed on notice that title to such Owner's Unit may be subject to the continuing lien for Assessments attributable to a period prior to the date the Owner purchased its Unit. An express lien on each Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of Assessments.

7.2 **Superiority of Assessment Lien.** The Assessment lien is superior to all other liens and encumbrances on a Unit, except only for: (i) real property taxes and assessments levied by governmental and taxing authorities; (ii) a Recorded deed of trust lien securing a loan

for construction of the original Unit; (iii) a deed of trust or vendor's lien Recorded before this Declaration; or (iv) a first or senior purchase money vendor's lien or deed of trust lien Recorded before the date on which the delinquent Assessment became due. The Assessment lien is superior to any Recorded assignment of the right to insurance proceeds on the Unit, unless the assignment is part of a superior deed of trust lien.

7.3 **Effect of Mortgagee's Foreclosure.** Foreclosure of a superior lien extinguishes the Association's claim against the Unit for unpaid Assessments that became due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien is liable for Assessments coming due from and after the date of the sale.

**IF YOU FAIL TO PAY ASSESSMENTS TO THE ASSOCIATION, YOU MAY
LOSE TITLE TO YOUR UNIT IF THE ASSOCIATION FORECLOSES ITS
ASSESSMENT LIEN AGAINST YOUR UNIT.**

7.4 **Notice and Release of Notice.** The Association's lien for Assessments is created by Recordation of this Declaration, which constitutes record notice and perfection of the lien. No other Recordation of a lien or notice of lien is required. However, the Association, at its option, may cause a notice of the lien to be Recorded. Each lien filed by the Association must be prepared and filed by an attorney licensed to practice law in the State of Texas. If the debt is cured after a notice has been Recorded, the Association will Record a release of the notice at the expense of the curing Owner. The Association may require reimbursement of its costs of preparing and Recording the notice before granting the release.

7.5 **Power of Sale.** By accepting an interest in or title to a Unit, each Owner grants to the Association a private power of non-judicial sale in connection with the Association's assessment lien. The Board may appoint, from time to time, any Person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board meeting.

7.6 **Foreclosure of Lien.** The Assessment lien may be enforced by judicial or non-judicial foreclosure. A non-judicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by Applicable Law. In any foreclosure, the Owner will be required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 8
EFFECT OF NONPAYMENT OF ASSESSMENTS

An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through a Majority of the Board, is responsible for taking action to collect delinquent Assessments. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other Person for its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association may have pursuant to the Documents or Applicable Law.

8.1 **Interest.** Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined by the Board from time to time, not to exceed the maximum permitted by Applicable Law. If the Board fails to establish a rate, the rate is ten percent (10%) per annum.

8.2 **Late Fees.** Delinquent Assessments are subject to reasonable late fees, at a rate to be determined by the Board from time to time.

8.3 **Collection Expenses.** The Owner of a Unit against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorneys' fees and processing fees charged by the manager.

8.4 **Acceleration.** If an Owner defaults in paying an Assessment that is payable in installments, the Association may accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

8.5 **Suspension of Vote.** Subject to the below-described limitations, if an Owner's account has been delinquent for at least thirty (30) days, the Association may suspend the right to vote appurtenant to the Unit during the period of delinquency. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay Assessments. When the Association suspends an Owner's right to vote, the suspended Owner may nevertheless participate as a Member of the Association for the following activities: (i) be counted towards a quorum; (ii) attend meetings of the Association; (iii) participate in discussions at Association meetings; (iv) be counted as a petitioner for a special meeting of the Association; and (v) vote to remove a Director and for the replacement of the removed Director. If the number of suspended Members exceeds twenty percent (20%) of the total Members (co-owners of a Unit constituting one Member), all Members are eligible to vote. These limitations are imposed to

prevent a Board from disenfranchising a large segment of the membership and to preserve the membership's right to remove and replace Directors.

8.6 **Assignment Of Rents.** Every Owner hereby grants to the Association a continuing assignment of rents to secure the payment of assessments to the Association. If a Unit's account become delinquent during a period in which the Unit is leased, the Association may direct the tenant to deliver rent to the Association for application to the delinquent account, provided the Association gives the Owner notice of the delinquency, a reasonable opportunity to cure the debt, and notice of the Owner's right to a hearing before the Board. The Association must account for all monies received from a tenant and must remit to the Owner any rents received in excess of the past-due amount. A tenant's delivery of rent to the Association under the authority hereby granted is not a breach of the tenant's lease with the Owner and will not subject the tenant to penalties from the Owner.

8.7 **Money Judgment.** The Association may file suit seeking a money judgment against an Owner delinquent in the payment of Assessments, without foreclosing or waiving the Association lien for Assessments.

8.8 **Notice to Mortgagee.** The Association may notify and communicate with any holder of a lien against a Unit regarding the Owner's default in payment of Assessments.

8.9 **Application of Payments.** The Association may adopt and amend policies regarding the application of payments. After the Association notifies the Owner of a delinquency, any payment received by the Association may be applied in the following order: Individual Assessments, Deficiency Assessments, Special Assessments, Utility Assessments, and (lastly) Regular Assessments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the Association's policy for applying payments. The Association's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the Unit Owner's account.

ARTICLE 9 **MAINTENANCE AND REPAIR OBLIGATIONS**

9.1 **Association Maintains.** The Association's maintenance obligations will be discharged when and how the Board deems appropriate. Unless otherwise provided in this Declaration, the Association maintains, repairs and replaces, as a Common Expense, all General Common Elements, including the exterior materials of the buildings, roof systems, foundations, sealants and fillers, and exterior wall materials, and subject to the provisions of Section 9.3 below, Yard LCE. The Association also maintains, as a Common Expense, any component of a Unit specifically delegated to the Association by this Declaration.

9.2 **Landscape Services.**

(a) **Generally.** The Association will cause the Landscape Services to be provided to each Unit, accordingly, the Association is hereby granted an easement over and across each Unit and any Yard LCE allocated thereto to the extent reasonably necessary or convenient for the Association or its designated landscaping contractor to perform the Landscape Services. Access hereunder to each Unit is limited to Monday through Friday, between the hours of 9 a.m. until 6 p.m., and then only in conjunction with actual performance of Landscape Services. If the Association damages any Improvements located within a Unit or Yard LCE in exercising the easement granted hereunder, the Association will be required to restore such Improvements to the condition which existed prior to any such damage, at the Association's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Association is notified in writing of the damage by the Owner of the damaged Improvements.

(b) **Dates.** The Association or its designated landscape company may, from time to time, provide each Owner with a schedule of dates on which the Landscape Services will be performed.

(c) **Cost.** The cost of all Landscape Services will be a Common Expense.

Notwithstanding the foregoing, in the event for any reason the Association is unable to access Yard LCE, the Association will be relieved of its obligation hereunder to provide Landscape Services to such Yard LCE until such time that the Association is able to access such Yard LCE.

9.3 **Inspection Obligations.**

(a) **Contract for Services.** In addition to the Association's maintenance obligations set forth in this Declaration, the Association shall, at all times, contract with or otherwise retain the services of independent, qualified, licensed individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the Common Elements.

(b) **Schedule of Inspections.** Inspections will take place in accordance with prudent business practices. A Guide to Association's Examination of Common Elements is attached to this Declaration as Attachment 5. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall promptly cause all matters identified as requiring attention to be maintained,

repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

(c) Notice to Declarant. During the Development Period, the Association shall deliver to Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide Declarant (or its designee) with a copy of all written reports prepared by the inspectors.

(d) Limitation. The provisions of this Section shall not apply during the Declarant Control Period unless otherwise directed by the Declarant.

9.4 Owner Responsibility. Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

(a) To maintain, repair, and replace his Unit and all Improvements constructed therein or thereon.

(b) The routine cleaning of any patio of his Unit, keeping same in a neat, clean, odorless, orderly, and attractive condition.

(c) To maintain, repair, and replace all portions of the Property for which he is responsible under this Declaration or by agreement with the Association.

(d) To not do any work or to fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or real property right thereto.

(e) To be responsible for such Owner's own willful or negligent acts and those of his or the Occupant's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of Common Elements, the property of another Owner, or any component of the Property for which the Association has maintenance or insurance responsibility.

(f) To maintain Yard LCE, except to the extent maintained by the Association pursuant to Section 9.3 of the Declaration.

9.5 Disputes. If a dispute arises regarding the allocation of maintenance responsibilities by this Declaration, the dispute will be resolved by delegating responsibility to the individual Owners. Unit maintenance responsibilities that are allocated to the Association are intended to be interpreted narrowly to limit and confine the scope of Association

responsibility. It is the intent of this Article that all components and areas not expressly delegated to the Association are the responsibility of the individual Owners.

9.6 **Sheetrock**. Notwithstanding anything to the contrary in the Documents, the Association is not responsible for the repair and replacement of sheetrock in any Unit, or for any surface treatments on the sheetrock, regardless of the source of damage and the availability of insurance. This provision is provided for the benefit of the Association and is warranted by the difficulty of scheduling interior sheetrock work and the possibility that the Owner may not be satisfied with the quality or appearance of spot repairs. If the Association receives insurance proceeds for sheetrock damage to a Unit and chooses to not perform the repairs, the Owner of the damaged Unit is entitled to the proceeds in exchange for identification of the damage and a release from future claims for the same damage.

9.7 **Mold**. In the era in which this Declaration is written, the public and the insurance industry have a heightened awareness of and sensitivity to anything pertaining to mold. This Section addresses that environment. For more information about mold and mold prevention, an Owner should consult a reliable source, such as the U.S. Environmental Protection Agency.

(a) **Owner's Duties**. To reduce the risks associated with concentrations of mold, Owners should be proactive in preventing circumstances conducive to mold, identifying mold, and eliminating mold. Towards that end, each Owner is responsible for:

(i) regularly inspecting the entire Unit for evidence of water leaks or penetrations or other conditions which may lead to mold growth;

(ii) repairing promptly any water leaks, breaks, or malfunctions of any kind in the Unit that may cause damage to another Unit or Common Element;

(iii) regularly inspecting the entire Unit for visible surface mold and promptly removing same using appropriate procedures; and

(iv) reporting promptly to the Association any water leak, penetration, break, or malfunction in any portion of such Owner's Unit or any adjacent Common Elements for which the Association may have maintenance responsibility.

(b) **Insurance**. Many insurance policies do not cover damages related to mold. The Association is not required to maintain insurance coverage applicable to mold damage with respect to any Unit and may not have obtained such coverage.

Accordingly, an Owner who wants insurance coverage with respect to mold and mold-related damages is advised to separately purchase such insurance coverage.

9.8 **Concrete.** Minor cracks in poured concrete, including foundations, garage floors, sidewalks, driveways and patios, are inevitable as a result of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and settling of the building. Such minor cracking in poured concrete may not warrant repair. The Association's duty to maintain and repair foundations and other concrete or cementitious components of the building does not extend to minor or cosmetic cracking. Generally, the Association is responsible for repair of the following conditions: (i) leakage or seepage through walls or floors; (ii) cracks in concrete, masonry walls, or masonry veneer that exceed one-quarter inch in width; (iii) improper drainage of water from stoops; and (iv) pitting, scaling, or spalling of concrete work.

FACT: CONCRETE CRACKS

9.9 **Warranty Claims.** If the Owner is the beneficiary of a warranty against defects of the Common Elements, the Owner irrevocably appoints the Association, acting through the Board, as his attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to Common Elements.

9.10 **Owner's Default In Maintenance.** If the Board determines that an Owner has failed to properly discharge such Owner's obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at such Owner's expense, which is an Individual Assessment against the Owner and the Owner's Unit. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being at the Owner's expense and being levied as an Individual Assessment.

ARTICLE 10
ARCHITECTURAL COVENANTS AND CONTROL

10.1 **Purpose.** Because the Units are part of a single, unified community, the Architectural Reviewer has the right to regulate the appearance of all Improvements in order to preserve and enhance the Property's value and architectural harmony. The Architectural Reviewer has the right to regulate every aspect of proposed or existing Improvements on the

Property, including replacements or modifications of original construction or installation. During the Development Period, the primary purpose of this *Article 10* is to reserve and preserve Declarant's right of architectural control. Notwithstanding anything to the contrary stated herein, Improvements constructed on the Property and all architectural modifications made thereto that are made by the Declarant or its permittees shall not be subject to approval pursuant to this *Article 10*.

10.2 **Architectural Reviewer.** The purposes of this Article shall be undertaken by the Architectural Reviewer. Until expiration or termination of the Development Period, or Declarant's delegation to the Association of all or a portion of its rights reserved as the Architectural Reviewer, the Architectural Reviewer shall mean Declarant or its designee. After expiration or termination of the Development Period, the rights of the Architectural Reviewer will automatically be transferred to the Board.

10.3 **Architectural Control by Declarant.**

(a) **Declarant as Architectural Reviewer.** During the Development Period, the Architectural Reviewer shall mean Declarant or its designee, and neither the Association or the Board, nor a committee appointed by the Association or the Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Declarant may designate one or more Persons from time to time to act on its behalf as Architectural Reviewer in reviewing and responding to applications pursuant to this Article.

(b) **Declarant's Rights Reserved.** Each Owner agrees that during the Development Period, no Improvements will be started, progressed, or modified without the prior written approval of the Architectural Reviewer, which approval may be granted or withheld at the Architectural Reviewer's sole discretion. In reviewing and acting on an application for approval, the Architectural Reviewer may act solely in its self-interest and owes no duty to any other Person or any organization.

(c) **Delegation by Declarant.** During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its rights as Architectural Reviewer to the Board or a committee appointed by the Board comprised of architects, engineers, or other Persons who may or may not be members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral right of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) veto any decision which Declarant, in its sole discretion, determines to be inappropriate or inadvisable for any reason.

10.4 **Architectural Control by Association.** Upon Declarant's delegation, in writing, of all or a portion of its reserved rights as Architectural Reviewer to the Board, or upon the expiration or termination of the Development Period, the Association will assume jurisdiction over architectural control and will have the powers of the Architectural Reviewer hereunder and the Board, or a committee appointed by the Board, is the Architectural Reviewer and shall exercise all architectural control over the Property.

10.5 **Limits on Liability.** Neither the Declarant, nor the Board, or their directors, officers, committee members, employees or agents will have any liability for decisions made as Architectural Reviewer in good faith. Neither the Declarant, nor the Board, or their directors, officers, committee members, employees or agents are responsible for: (i) errors in or omissions from the plans and specifications submitted to the Board; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws. Approval of a modification or Improvement may not be deemed to constitute a waiver of the right to withhold approval of similar proposals, plans or specifications that are subsequently submitted.

10.6 **Prohibition of Construction, Alteration and Improvement.** Without the Architectural Reviewer's prior written approval, a Person may not commence or continue any construction, alteration, addition, Improvement, installation, modification, redecoration, or reconstruction of or to the Property, or do anything that affects the appearance, use, or structural integrity of the Property.

**YOU CANNOT CHANGE THE EXTERIOR OF ANY IMPROVEMENTS WITHIN YOUR UNIT
UNLESS YOU HAVE THE SIGNED CONSENT OF THE ARCHITECTURAL REVIEWER.**

10.7 **No Deemed or Verbal Approval.** Approval by the Architectural Reviewer may not be deemed, construed, or implied from an action, a lack of action, or a verbal statement by the Declarant, Declarant's representative or designee or the Association, an Association director or officer, a member or chair of the Declarant or Board-appointed architectural control committee, the Association's manager, or any other representative of the Association. To be valid, approval of the Architectural Reviewer must be: (i) in writing; (ii) on a form or letterhead issued by the Architectural Reviewer; (iii) signed and dated by a duly authorized representative of the Architectural Reviewer, designated for that purpose; (iv) specific to a Unit; and (v) accompanied by detailed plans and specifications showing the proposed change. If the Architectural Reviewer fails to respond in writing – negatively, affirmatively, or requesting information – within sixty (60) days after the Architectural Reviewer's actual receipt of the Owner's application, **the application is deemed denied. Under no circumstance may approval of the Architectural Reviewer be deemed, implied or presumed.** If the Architectural Reviewer

approves a change, the Owner or the Architectural Reviewer may require that the architectural approval be recorded. Architectural Reviewer approval of an architectural change automatically terminates if work on the approved Improvement has not started by the commencement date stated in the Architectural Reviewer's approval or, if no commencement date is stated, within ninety (90) days after the date of Architectural Reviewer approval.

10.8 **Application.** To request Architectural Reviewer approval, an Owner must make written application and submit two (2) identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. The application must clearly identify any requirement of this Declaration for which a variance is sought. If the application is for work that requires a building permit from a municipality or other regulatory authority, the Owner must obtain such permit and provide a copy to the Architectural Reviewer in conjunction with the application. The Architectural Reviewer may return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "Submit Additional Information." The Architectural Reviewer will retain the other set of plans and specifications, together with the application, for the Association's files. The Architectural Reviewer has the right, but not the duty, to evaluate every aspect of construction and property use that may alter or adversely affect the general value of appearance of the Property.

10.9 **Owner's Duties.** If the Architectural Reviewer approves an Owner's application, the Owner may proceed with the Improvement, provided:

- (a) The Owner complies with Section 3.3.
- (b) The Owner must adhere strictly to the plans and specifications which accompanied his application.
- (c) The Owner must initiate and complete the Improvement in a timely manner.
- (d) If the approved application is for work that requires a building permit from the city, the Owner must obtain the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with city requirements. Alternatively, approval by Williamson County does not ensure Architectural Reviewer approval.

ARTICLE 11
USE AND CONSTRUCTION RESTRICTIONS

11.1 **General.** Ordinances, requirements, laws and regulations imposed by local, state and federal governmental authorities are applicable to all Units within the Property. Compliance with the Documents is not a substitute for compliance with such ordinances, requirements, laws and regulations. Please be advised that the Documents do not purport to list or describe each restriction which may be applicable to a Unit within the Regime. Each Owner is advised to review Applicable Law and all encumbrances affecting the use and improvement of the Owner's Unit prior to submitting plans to the Architectural Reviewer for approval. Furthermore, approval by the Architectural Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of Applicable Law and all encumbrances which may affect the Owner's Unit.

11.2 **Variance.** The Property is subject to the restrictions contained in this Article, and subject to the Rules. The Declarant may grant a variance or waiver of a restriction or Rule during the Development Period. The Board, with the Declarant's written consent during the Development Period, may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing and executed by the Declarant and/or a Majority of the Board, as applicable. The grant of a variance shall not constitute a waiver or estoppel of the right to deny a variance in other circumstances.

11.3 **Association's Right to Promulgate Rules and Amend Community Manual.** The Association, acting through the Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. The Association, acting through a Majority of the Board, is further granted the right to amend, repeal, and enforce the Community Manual, setting forth therein such policies governing the Association as the Board determines; provided, however, that during the Development Period, any amendment to the Community Manual must be approved in advance and in writing by the Declarant.

11.4 **Rules and Regulations.** In addition to the restrictions contained in this Article, each Unit is owned and occupied subject to the right of the Board to establish Rules, and penalties for infractions thereof, governing:

- (a) Use of Common Elements.
- (b) Hazardous, illegal, or annoying materials or activities on the Property.
- (c) The use of Property-wide services provided through the Association.

- (d) The consumption of utilities billed to the Association.
- (e) The use, maintenance, and appearance of anything visible from the street, Common Elements, or other Units.
- (f) The occupancy and leasing of Units.
- (g) Animals.
- (h) Vehicles.
- (i) Disposition of trash and control of vermin, termites, and pests.
- (j) Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for Occupants.

During the Development Period, all Rules must be must be approved in advance and in writing by the Declarant.

11.5 **Ages Of Occupants.** No person under the age of 18 years may occupy a Unit unless he lives with an Occupant who is his spouse, parent, legal guardian, or a designee of his parent or legal guardian. Upon request by the Association, an Owner must provide satisfactory proof of the ages and relationships of the Occupants of his Unit.

11.6 **Animals - Household Pets.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, goats, exotic snakes or lizards, monkeys, chickens or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner may keep more than three (3) animals per Unit, in the aggregate, of which no more than two (2) may be dogs, unless otherwise approved by the Board. No Owner may keep a dangerous or exotic animal, pit bull terrier, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. In the event that any regulatory authority (i.e. animal control) determines than an animal within the Regime is dangerous or hazardous, then the owner of such animal shall be required to immediately remove the animal from the Regime. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than within the Owner's residence. The Association may restrict pets to certain areas on the Property. No animal may be stabled, maintained, kept, cared for, or boarded for hire or

compensation on the Property, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in yards, porches or other outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and vaccinated as required by Applicable Law. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to remove the pet from the Property. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Board. The Board may require or effect the removal of any animal determined to be in violation of the Rules.

11.7 **Annoyance.** No Unit or Limited Common Element may be used in any way that: (i) may reasonably be considered annoying to neighbors; (ii) may be calculated to reduce the desirability of the Property as a residential neighborhood; (iii) may endanger the health or safety of Occupants of other Units; (iv) may result in the cancellation of insurance on any portion of the Property; (v) violates any Applicable Law; or (vi) creates noise or odor pollution. The Board has the sole authority to determine what constitutes an annoyance.

11.8 **Appearance.** Both the exterior and the interior of the Units must be maintained in a manner so as not be unsightly when viewed from the street, Common Elements, or neighboring Units. The Board will be the arbitrator of acceptable appearance standards.

11.9 **Declarant Privileges.** In connection with the development and marketing of the Property, Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other Owners and Occupants, as provided in Appendix "A" of this Declaration. Declarant's exercise of a Development Period right that appears to violate a Rule provision of this Declaration does not constitute waiver or abandonment of the Rule or provision of the Declaration.

11.10 **Drainage.** No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Board.

11.11 **Driveways.** Sidewalks, driveways, and other passageways may not be used for any purpose that interferes with their ongoing use as routes of vehicular or pedestrian access.

11.12 **Fire Safety.** No person may use, misuse, cover, disconnect, tamper with, or modify the fire and safety equipment of the Property or interfere with the maintenance and/or testing of same by persons authorized by the Association or by public officials.

11.13 **Garages.** The original garage area of a Unit may not be enclosed or used for any purpose that would prohibit the parking of operable vehicles therein, without the Board's written authorization. The automatic garage door opener is to be maintained by the Owner. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving.

11.14 **Landscaping.** No person may perform landscaping, planting, or gardening anywhere upon the Property, including Yard LCE, without the Board's prior written authorization.

11.15 **Noise And Odor.** An Occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy Occupants of neighboring Units. The Rules may limit, discourage, or prohibit noise-producing activities and items in the Units and on the Common Element.

NOT SOUNDPROOFED

The Units are not soundproofed. Noise transmission between adjoining Units will occur.

11.16 **Occupancy.** The Board may adopt Rules regarding the occupancy of Units. If the Rules fail to establish occupancy standards, no more than 2 persons per bedroom may occupy a Unit, subject to the exception for familial status. The Association's occupancy standard for Occupants who qualify for familial status protection under the fair housing laws may not be more restrictive than the minimum (*i.e., the fewest people per Unit*) permitted by the U.S. Department of Housing and Urban Development. A person may not occupy a Unit if the person constitutes a direct threat to the health or safety of other persons, or if the person's occupancy would result in substantial physical damage to the property of others.

11.17 **Residential Use.** The use of a Unit is limited exclusively to residential purposes or any other use permitted by this Declaration. This residential restriction does not, however, prohibit an Occupant from using the Unit for personal business or professional pursuits provided that: (i) the uses are incidental to the use of the Unit as a dwelling; (ii) the uses conform to Applicable Law; (iii) there is no external evidence of the uses; (iv) the uses do not entail visits to the Unit by employees or the public; and (v) the uses do not interfere with Occupants' use and enjoyment of neighboring Units. Other than the air conditioned part of a Unit, no thing or structure on the Property may be occupied as residence at any time by any person. This provision applies, without limitation, to the garage.

11.18 **Signs.** Unless prohibited by Applicable Law, no sign of any kind, including signs advertising Units for sale, for rent or for lease, may be erected, placed, or permitted to remain on the Property or to be visible from windows in the Units unless written approval has been obtained in advance by the Architectural Reviewer. As used in this Section, "sign"

includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The Architectural Reviewer may, but is not required to, authorize a sign, and such authorization may specify the location, nature, dimensions, number, and time period of a sign. This prohibition against signs also applies to any object visible from a street or driveway which the Architectural Reviewer or Board deems to be unsightly or inappropriate. The Association may effect the immediate removal of any sign or object that violates this Section or which the Architectural Reviewer or Board deems inconsistent with Property standards without liability for trespass or any other liability connected with the removal. As provided in Appendix A, Declarant has reserved the right to maintain signs and other items on the Unit for the purpose of promoting, identifying and marketing the Property and off-site developments of Declarant or its assigns.

Notwithstanding the foregoing, a religious item on the entry door or door frame of a Unit (which may not extend beyond the outer edge of the door frame) is permitted, provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches.

11.19 **Structural Integrity**. No person may directly or indirectly impair the structural soundness or integrity of a building or other Unit, nor do any work or modification that will impair any existing easement or real property right.

11.20 **Antenna**. Except as expressly provided below, no exterior radio, television or communications antenna or aerial or satellite dish or disc, nor any solar energy system (collectively, an "Antenna/Dish"), shall be erected, maintained, or placed on a Unit without the prior written approval of the Architectural Reviewer.

(a) **Dishes Over One Meter Prohibited**. Unless otherwise approved by the Architectural Reviewer, an Antenna/Dish which is over one meter in diameter is prohibited within the Regime.

(b) **Notification**. An Owner or Occupant who wishes to install an Antenna/Dish one meter or less in diameter (a "Permitted Antenna") must submit a written notice to the Architectural Reviewer, which notice must include the Owner or Occupant's installation plans for the satellite dish.

(c) **One Dish Limitation**. Unless otherwise approved by the Architectural Reviewer, only one Permitted Antenna per Unit is permitted. In the event an acceptable quality signal for video programming or wireless communications cannot be received from one satellite dish, the Owner must provide written notification to the Architectural Reviewer. Upon notification, the Owner will be permitted to install an additional Permitted Antenna if a single Permitted Antenna is not sufficient for the reception of an

acceptable quality signal and the use of an additional Permitted Antenna results in the reception of an acceptable quality signal.

(d) Permitted Installation Locations – Generally. An Owner or Occupant may erect a Permitted Antenna (after written notification has been provided to the Architectural Reviewer) if the Owner or Occupant has an exclusive use area in which to install the antenna. An “exclusive use area” is an area in which only the Owner or Occupant may enter and use to the exclusion of all other Owners and Occupants. Unless otherwise approved by the Architectural Reviewer, the Permitted Antenna must be entirely within the exclusive use area of the Owner’s Unit.

A Permitted Antenna or the use of a Permitted Antenna may not interfere with satellite or broadcast reception to other Units or the Common Elements, or otherwise be a nuisance to Occupants of other Units or to the Association. A Permitted Antenna exists at the sole risk of the Owner and/or Occupant of the Unit. The Association does not insure the Permitted Antenna and is not liable to the Owner or any other person for any loss or damage to the Permitted Antenna from any cause. The Owner will defend and indemnify the Architectural Reviewer and the Association, its directors, officers, and Members, individually and collectively, against losses due to any and all claims for damages or lawsuits, by anyone, arising from his Permitted Antenna. The Architectural Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of a Permitted Antenna.

(e) Preferred Installation Locations. A Permitted Antenna may be installed in a location within the Unit from which an acceptable quality signal can be obtained and where least visible from the street and the Regime, other than the Unit. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Architectural Reviewer are as follows:

(i) Attached to the back of the residence constructed within the Unit, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Units and the street; then

(ii) Attached to the side of the residence constructed within the Unit, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Units and the street.

11.21 Vehicles. All vehicles on the Property, whether owned or operated by the Occupants or their families and guests, are subject to this Section and any Rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The Board may prohibit any vehicle from which the Board deems to be a nuisance, unsightly, or inappropriate. The Board may prohibit sales, storage, repairs, or restorations of vehicles on the

Property where visible from the street. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. The Association may effect the removal of any vehicle in violation of this Section or the Rules without liability to the owner or operator of the vehicle.

11.22 **Window Treatments.** The Board may reasonably prohibit the use of certain colors or materials for window treatments.

11.23 **Door Locks.** Owners must allow representatives of the Association and other emergency personnel access to their Units in case of emergencies. In the case of any emergency originating in, or threatening, any Unit, regardless of whether the Owner is present at the time of such emergency, the Board, the manager or any other person authorized by the Board or Manager shall have the right to enter into such Unit for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate.

11.24 **No Piercing of Walls.** In addition to and without limiting the provisions set forth in Article 10 of this Declaration, an Owner or other Person authorized by such Owner shall not pierce any of the Unit walls with any type of nail, screw, drill bit or other similar item in excess of $\frac{3}{4}$ inch in length without first obtaining the consent of the Architectural Reviewer as set forth in Article 10.

11.25 **Patios.** No articles other than Board-approved patio-type furniture and suitable plants shall be placed on any patios. No linens, cloths, clothing, towels, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, or other articles, shall be stored, shaken or hung from or on any of the windows, doors, patios or other portions of the Regime. The Board will have the authority to require an Owner or Occupant to remove any article from a window, door, patio or terrace, if in the sole and exclusive discretion of the Board, the article is unsightly, offensive, or constitutes an annoyance.

11.26 **Wireless Internet Systems.** A wireless Internet communication network ("WiFi System") may be installed or otherwise used in a Unit provided precautions are taken to insure against interfering with, disturbing, or intercepting computer, communications, or other permitted electronic signals, networks, or systems installed in other portions of the Regime. The Association may establish reasonable requirements relating to the installation of WiFi Systems that must be complied with, including, without limitation, requiring assurance from the installation of the system that proper precautions are being taken. Notwithstanding the foregoing, compliance with requirements relating to the installation of WiFi Systems is not a guarantee that any WiFi System installed or otherwise used in a Unit will not interfere with, disturb, or intercept other signals, networks, or systems within the Regime. The Association may require that any WiFi System found to cause such problems be terminated. The Association, Declarant, and their respective current and former partners, members, directors,

officers agents employees, affiliates, and committee members, shall not in any way be considered insurers or guarantors of the proper operation or use of any WiFi Systems in the Regime, nor shall any of such Persons be held liable for any loss or damage relating to the use or operation of WiFi Systems in the Regime.

ARTICLE 12 **UNIT LEASING**

12.1 **Lease Conditions.** The leasing of Units is subject to the following conditions: (i) no Unit may be rented for transient or hotel purposes or for a period less six (6) months unless otherwise approved in advance by the Board; (ii) no Unit may be subdivided for rent purposes, and not less than an entire Unit may be leased; (iii) all leases must be in writing and must be made subject to the Documents; (iv) an Owner is responsible for providing his tenant with copies of the Documents and notifying him of changes thereto; and (v) each tenant is subject to and must comply with all provisions of the Documents and Applicable Law.

12.2 **Eviction Of Tenants.** Every lease agreement on a Unit, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

(a) **Violation Constitutes Default.** Failure by the tenant or the tenant's invitees to comply with the Documents or Applicable Law is deemed to be a default under the lease. When the Association notifies an Owner of such Owner's tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or Applicable Law for the default, including eviction of the tenant, subject to the terms of this Section.

(b) **Association as Attorney-in-Fact.** Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the Association, each Owner appoints the Association as the Owner's attorney-in-fact, with full authority to act in the Owner's place in all respects, solely for the purpose of enforcing the Documents against the Owner's tenants, including but not limited to the authority to institute forcible detainer proceedings against the Owner's tenant on his behalf, provided the Association gives the Owner at least 10 days' notice, by certified mail, of its intent to so enforce the Documents.

(c) **Association Not Liable for Damages.** The Owner of a leased Unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against the Owner's tenant. The Association is not liable

to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner's tenant.

12.3 **Exemption.** A Mortgagee that acquires title to the Unit by foreclosure of its deed of trust lien or by deed in lieu of foreclosure of its lien is exempt from the effect of this Article.

ARTICLE 13 **ASSOCIATION OPERATIONS**

13.1 **Board.** Unless the Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Documents to the "Association" may be construed to mean "the Association acting through a Majority of its Board of Directors."

13.2 **The Association.** The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a condominium association and a nonprofit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitations on the exercise of such powers as stated in the Documents. The Association comes into existence on issuance of its corporate charter. The Association will continue to exist at least as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time.

13.3 **Name.** A name is not the defining feature of the Association. Although the initial name of the Association is Parmer Village Townhome Community, Inc., the Association may operate under any name that is approved by the Board and: (i) filed with the Williamson County Clerk as an assumed name; or (ii) filed with the Secretary of State of Texas as the name of the filing entity. The Association may also change its name by amending the Documents. Another legal entity with the same name as the Association, or with a name based on the name of the Property, is not the Association, which derives its authority from this Declaration.

13.4 **Duration.** The Association comes into existence on the earlier to occur of the following two events: (i) the date on which the Certificate is filed with the Secretary of State of Texas; or (ii) the date on which a Unit deed is Recorded, evidencing diversity of ownership in the Property (that the Property is not owned entirely by Declarant or its affiliates). The Association will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

13.5 **Governance.** The Association will be governed by a Board of Directors elected by the Members. Unless the Bylaws or Certificate provide otherwise, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting

called for that purpose. The Association will be administered in accordance with the Bylaws. Unless the Documents provide otherwise, any action requiring approval of the Members may be approved in writing by Owners representing at least a Majority of the total votes in the Association, or at a meeting by Owners' representing at least a Majority of the total votes in the Association that are represented at the meeting.

13.6 **Merger.** Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by the Owners of at least two-thirds (2/3) of the Units and the Secretary of Veterans Affairs or its authorized agent. On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration.

13.7 **Membership.** Each Owner is a Member of the Association, ownership of a Unit being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Unit. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Unit is owned by more than one person or entity, each co-owner is a Member of the Association and may exercise the membership rights appurtenant to the Unit.

13.8 **Manager.** The Board may delegate the performance of certain functions to one or more managers or managing agents of the Association. To assist the Board in determining whether to delegate a function, a Guide to Association's Major Management & Governance Functions is attached to this Declaration as Attachment 6. The Guide lists several of the major management and governance functions of a typical residential development with a mandatory owners association. The Guide, however, may not be construed to create legal duties for the Association and its officers, directors, members, employees, and agents that are not justified by the needs of the Association. Rather, the Guide is intended as a tool or an initial checklist for the Board to use periodically when considering a delegation of its functions. As a list of functions that owners associations commonly delegate to a manager, the Guide should not be considered as a complete list of the Board's duties, responsibilities, or functions. Notwithstanding any delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

13.9 **Books and Records.** The Association will maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to the requirements of Applicable Law.

13.10 **Indemnification.** The Association indemnifies every officer, director, and committee member (for purposes of this Section, "Leaders") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with any threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a Common Expense, the Association may maintain general liability and directors and officers' liability insurance to fund this obligation.

13.11 **Obligations of Owners.** Without limiting the obligations of Owners under the Documents, each Owner has the following obligations:

(a) **Information.** Within thirty (30) days after acquiring an interest in a Unit, within thirty (30) days after the Owner has notice of a change in any information required by this Subsection, and on request by the Association from time to time, an Owner will provide the Association with the following information: (i) a copy of the Recorded deed by which Owner has acquired title to the Unit; (ii) the Owner's address and phone number; (iii) any Mortgagee's name; (iv) the name and phone number of any Occupant other than the Owner; and (v) the name, address, and phone number of Owner's managing agent, if any.

(b) **Pay Assessments.** Each Owner will pay Assessments properly levied by the Association against the Owner or such Owner's Unit and will pay Regular Assessments without demand by the Association.

(c) **Compliance with Documents.** Each Owner will comply with the Documents as amended from time to time.

(d) **Reimburse for Damages.** Each Owner will pay for damage to the Property caused by the negligence or willful misconduct of the Owner, a Occupant of the Owner's Unit, or the Owner or Occupant's family, guests, employees, contractors, agents, or invitees.

(e) **Liability for Violations.** Each Owner is liable to the Association for violations of the Documents by the Owner, a Occupant of the Owner's Unit, or the Owner or Occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

13.12 **Unit Resales.** This Section applies to every sale or conveyance of a Unit or an interest in a Unit by an Owner other than Declarant:

(a) Resale Certificate. An Owner intending to sell his Unit will notify the Association and will request a condominium resale certificate from the Association.

(b) No Right of First Refusal. The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Unit to the Association.

(c) Other Transfer-Related Fees. A number of independent fees may be charged in relation to the transfer of title to a Unit, including but not limited to, fees for resale certificates, estoppel certificates, copies of Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against Assessments. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Board, are not subject to the Association's assessment lien, and are not payable by the Association. This Section does not obligate the Board or the manager to levy transfer-related fees. This exclusion may be waived by a party to a conveyance who requests transfer-related services or documentation for which fees are charged.

(d) Exclusions. The requirements of this Section do not apply to the following transfers: (i) foreclosure of a mortgagee's deed of trust lien, a tax lien, or the Association's assessment lien; (ii) conveyance by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure; transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more Co-Owners, or to the Owner's spouse, child, or parent; a transfer by a fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust; a conveyance pursuant to a court's order, including a transfer by a bankruptcy trustee; or (iv) a disposition by a government or governmental agency. Additionally, the requirements of this Section do not apply to the initial conveyance from Declarant.

ARTICLE 14 ENFORCING THE DOCUMENTS

14.1 Notice And Hearing. Before levying a fine for violation of the Documents (other than nonpayment of Assessments), or before levying an Individual Assessment for property damage, the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by Applicable Law. The Association's written notice must contain a description of the violation or property damage; the amount of the proposed fine or damage charge; a statement that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board to contest the fine or charge; and a stated date

by which the Owner may cure the violation to avoid the fine - - unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months. The Association may also give a copy of the notice to the Occupant. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person, or may be represented by another person or written communication. The Board may adopt additional or alternative procedures and requirements for notices and hearing, provided they are consistent with the requirements of Applicable Law.

14.2 **Remedies.** The remedies provided in this Article for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by Applicable Law, the Association has the following rights to enforce the Documents:

(a) **Nuisance.** The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by Applicable Law against a nuisance, either public or private, is applicable against the violation.

(b) **Fine.** The Association may levy reasonable charges, as an Individual Assessment, against an Owner and the Owner's Unit if the Owner or Occupant, or the Owner or Occupant's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Owner's obligations under the Documents.

(c) **Suspension.** The Association may suspend the right of Owners and Occupants to use Common Elements (except rights of ingress and egress) for any period during which the Owner or Occupant, or the Owner or Occupant's family, guests, employees, agents, or contractors violate the Documents. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Documents.

(d) **Self-Help.** The Association has the right to enter a Common Element or Unit to abate or remove, using force as may reasonably be necessary, any Improvement, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the Association is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Unit and Owner as an Individual Assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner fifteen (15) days' notice of its intent to exercise self-help. Notwithstanding the foregoing, the Association may not alter or demolish an item of construction on a Unit without judicial proceedings.

(e) **Suit.** Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

14.3 **Board Discretion.** The Board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances: (i) the Association's position is not sufficiently strong to justify taking any or further action; (ii) the provision being enforced is or may be construed as inconsistent with Applicable Law; (iii) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

14.4 **No Waiver.** The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter.

14.5 **Recovery of Costs.** The costs of curing or abating a violation are the expense of the Owner or other Person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

ARTICLE 15 **INSURANCE**

15.1 **General Provisions.** The broad purpose of this Article is to require that the Property be insured with the types and amounts of coverage that are customary for similar types of properties and that are acceptable to mortgage lenders, guarantors, or insurers that finance the purchase or improvement of Units. The Board will make every reasonable effort to comply with the requirements of this Article.

(a) **Unavailability.** The Association, and its directors, officers, and managers, will not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if the failure is due to the unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

(b) No Coverage. Even if the Association and the Owner have adequate amounts of recommended and required coverages, the Property may experience a loss that is not covered by insurance. In that event, the Association is responsible for restoring the Common Elements as a Common Expense, and the Owner is responsible for restoring its Unit at such Owner's sole expense. This provision does not apply to the deductible portion of a policy.

(c) Requirements. The cost of insurance coverages and bonds maintained by the Association is a Common Expense. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. The Association's policies should contain the standard mortgage clause naming either the Mortgagee or its servicer followed by "its successors and assigns." The loss payee clause should show the Association as trustee for each Owner and Mortgagee. Policies of property and general liability insurance maintained by the Association must provide that the insurer waives its rights to subrogation under the policy against an Owner. The Association's insurance policies will not be prejudiced by the act or omission of any Owner or Occupant who is not under the Association's control.

(d) Association as Trustee. Each Owner irrevocably appoints the Association, acting through its Board, as the Owner's trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association.

(e) Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured. The Board will give to Eligible Mortgagees, and the insurer will give Mortgagees, prior notices of cancellation, termination, expiration, or material modification.

(f) Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by this Declaration or an Underwriting Lender. In the event of an insured loss, the deductible is treated as a common expense of the Association in the same manner as the insurance premium. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of an Owner or Occupant or their invitee, then the Board may levy an Individual Assessment against the Owner and his Unit for the amount of the deductible that is attributable to the act or

omission, provided the Owner is given notice and an opportunity to be heard in accordance with Section 14.1 of this Declaration.

15.2 **Property Insurance.** The Association will obtain blanket all-risk insurance if reasonably available, for all Common Elements insurable by the Association. If blanket all-risk insurance is not reasonably available, then at a minimum, the Association will obtain an insurance policy providing fire and extended coverage. This insurance must be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard.

(a) **Common Property Insured.** If insurable, the Association will insure: (i) General Common Elements; (ii) Limited Common Elements; and (iii) property owned by the Association including, if any, records, furniture, fixtures, equipment, and supplies.

(b) **Units Insured by Association.** In addition to insuring the Common Elements against casualty loss, the Association will maintain property insurance on the Units as originally constructed. The Association may insure betterments and improvements installed by current or previous Owners, but will have no obligation to insure such items. In insuring Units, the Association may be guided by types of policies customarily available for similar types of properties.

(c) **Endorsements.** To the extent reasonably available, the Association will obtain endorsements to its property insurance policy if required by an Underwriting Lender, such as Inflation Guard Endorsement, Building Ordinance or Law Endorsement, and a Special Condominium Endorsement.

15.3 **Liability Insurance.** The Association will maintain a commercial general liability insurance policy over the Common Elements – expressly excluding the liability of each Owner and Occupant within his Unit – for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners.

15.4 **Worker's Compensation.** The Association may maintain worker's compensation insurance if and to the extent necessary to meet the requirements of Applicable Law or if the Board so chooses.

15.5 **Fidelity Coverage.** The Association may maintain blanket fidelity coverage for any person who handles or is responsible for funds held or administered by the Association, whether or not the person is paid for his services. The policy should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including reserve funds, that will be in the Association's custody at any time the policy is in force; or (ii) an amount equal to three (3)

months of Regular Assessments on all Units. A management agent that handles Association funds should be covered for its own fidelity insurance policy with the same coverages.

15.6 **Directors And Officers Liability.** The Association may maintain directors and officers liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the Board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

15.7 **Mortgagee Required Policies.** Unless coverage is not available or has been waived in writing, the Association may maintain any insurance and bond required by an Underwriting Lender for condominium developments as long as an Underwriting Lender is a Mortgagee or an Owner.

15.8 **Other Policies.** The Association may maintain any insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association.

15.9 **Owner's Responsibility For Insurance.**

(a) **Insurance by Owners.** Notwithstanding the foregoing, the Board may establish minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by Owners if the insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association or other Owners. If an Owner fails to maintain required insurance, the Board may obtain it on behalf of the Owner who will be obligated for the cost as an Individual Assessment.

(b) **Owners' Responsibilities.** On request, an Owner will give the Board written notification of any and all structural changes, additions, betterments, or Improvements to his Unit, and any other information the Board may require to maintain adequate levels of insurance coverage. Each Owner will comply with reasonable requests by the Board for periodic inspection of the Unit for purposes of insurance appraisal. Each Owner, at his expense, will maintain any insurance coverages required by the Association pursuant to this Article. Each Owner at his expense, may obtain additional insurance coverage of his real property, Improvements, and betterments thereto, or personal property.

(c) **Association Does Not Insure.** The Association does not insure an Owner or Occupant's personal property. Each Owner and Occupant is solely responsible for insuring his personal property in his Unit and on the Property, including furnishings, vehicles, and stored items. **THE ASSOCIATION STRONGLY RECOMMENDS THAT**

EACH OWNER AND OCCUPANT PURCHASE AND MAINTAIN INSURANCE ON HIS PERSONAL BELONGINGS.

ARTICLE 16
RECONSTRUCTION OR REPAIR AFTER LOSS

16.1 **Subject To Act.** The Association's response to damage or destruction of the Property will be governed by Section 82.111(i) of the Act. The following provisions apply to the extent the Act is silent.

16.2 **Restoration Funds.** For purposes of this Article, "Restoration Funds" include insurance proceeds, condemnation awards, Deficiency Assessments, Individual Assessments, and other funds received on account of or arising out of injury or damage to the Property. All funds paid to the Association for purposes of repair or restoration will be deposited in a financial institution in which accounts are insured by a federal agency. Withdrawal of Restoration Funds requires the signatures of at least two (2) Board members.

(a) **Sufficient Proceeds.** If Restoration Funds obtained from insurance proceeds or condemnation awards are sufficient to repair or restore the damaged or destroyed Property, the Association, as trustee for the Owners, will promptly apply the funds to the repair or restoration.

(b) **Insufficient Proceeds.** If Restoration Funds are not sufficient to pay the estimated or actual costs of restoration as determined by the Board, the Board may levy a Deficiency Assessment against the Owners to fund the difference.

(c) **Surplus Funds.** If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, and if Deficiency Assessments were a source of Restoration Funds, the surplus will be paid to Owners in proportion to their contributions resulting from the Deficiency Assessment levied against them; provided that no Owner may receive a sum greater than that actually contributed by him, and further provided that any Delinquent Assessments owed by the Owner to the Association will first be deducted from the surplus. If Deficiency Assessments were not a source of the Restoration Funds or if any surplus remains after the disbursement described in the foregoing paragraph, such surplus will be common funds of the Association to be used as directed by the Board.

16.3 **Costs And Plans.**

(a) **Cost Estimates.** Promptly after the loss, the Board will obtain reliable and detailed estimates of the cost of restoring the damaged Property. Costs may include

premiums for bonds and fees for the services of professionals, as the Board deems necessary, to assist in estimating and supervising the repair.

(b) Plans and Specifications. Common Elements will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Units will be repaired and restored substantially in accordance with original construction plans and specifications. Alternate plans and specifications for repair and restoration of either Common Elements or Units must be approved by Owners holding at least two-thirds of the votes in the Association and by certain Mortgagees if so required by the Mortgagee Protection Article of this Declaration.

16.4 Owner's Duty to Repair. Within sixty (60) days after the date of damage, the Owner will begin repair or reconstruction of his Unit, subject to the right of the Association to supervise, approve, or disapprove repair or restoration during the course thereof. Unless otherwise approved by the Architectural Reviewer, a Unit must be repaired and restored substantially in accordance with original construction plans and specifications. If an Owner fails to repair or restore damage as required by this Section, the Association may effect the necessary repairs and levy an Individual Assessment against the Owner and Unit for the cost thereof, after giving an Owner of the Unit reasonable notice of the Association's intent to do so.

16.5 Owner's Liability For Insurance Deductible. If repair or restoration of Common Elements is required as a result of an insured loss, the Board may levy an Individual Assessment, in the amount of the insurance deductible, against the Owner or Owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

ARTICLE 17 TERMINATION AND CONDEMNATION

17.1 Association As Trustee. Each Owner hereby irrevocably appoints the Association, acting through the Board, as trustee to deal with the Property in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Property. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act, including, without limitation, the right to receive, administer, and distribute funds, awards, and insurance proceeds; to effect the sale of the Property as permitted by this Declaration or by the Act; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner.

17.2 Termination. Termination of the terms of this Declaration and the Regime will be governed by Section 82.068 of the Act and Section 18.4 below.

17.3 **Condemnation.** The Association's response to condemnation of any part of the Property will be governed by Applicable Law. On behalf of Owners, but without their consent, the Board may execute an amendment of this Declaration to reallocate allocated interests following condemnation and to describe the altered parameters of the Property. If the Association replaces or restores Common Elements taken by condemnation by obtaining other land or constructing additional Improvements, the Board may, to the extent permitted by Applicable Law, execute an amendment without the prior consent of Owners to describe the altered parameters of the Property and any corresponding change of facilities or Improvements.

ARTICLE 18

MORTGAGEE PROTECTION

18.1 **Introduction.** This *Article 18* is supplemental to, not a substitution for, any other provision of the Documents. In case of conflict, this *Article 18* controls. Some sections of this *Article 18* apply to "Mortgagees," as defined in *Article 1*. Other sections apply to "Eligible Mortgagees," as defined below.

(a) **Known Mortgagees.** An Owner who mortgages his Unit will notify the Association, giving the complete name and address of the Owner's Mortgagee and the loan number. The Association's obligations to Mortgagees under the Documents extend only to those Mortgagees known to the Association. All actions and approvals required by Mortgagees will be conclusively satisfied by the Mortgagees known to the Association, without regard to other holders of mortgages on Units. The Association may rely on the information provided by Owners and Mortgagees.

(b) **Eligible Mortgagees.** "Eligible Mortgagee" means the holder, insurer, or guarantor of a first purchase money mortgage secured by a Recorded deed of trust lien against a Unit who has submitted to the Association a written notice containing its name and address, the loan number, and the identifying number and street address of the mortgaged Unit. A single notice per Unit will be valid so long as the Eligible Mortgagee holds a mortgage on the Unit. The Board will maintain this information. The Association will treat the notice as the Eligible Mortgagee's request to be notified of any proposed action requiring the consent of Eligible Mortgagees. A provision of the Documents requiring the approval of a specified percentage of Eligible Mortgagees will be based on the number of Units subject to mortgages held by Eligible Mortgagees. For example, "51 percent of Eligible Mortgagees" means Eligible Mortgagees of fifty-one percent (51%) of the Units that are subject to mortgages held by Eligible Mortgagees.

18.2 **Amendment.** This Article establishes certain standards for the benefit of Underwriting Lenders, and is written to comply with their requirements and guidelines in effect at the time of drafting. If an Underwriting Lender subsequently changes its requirements, the Board, without approval of Owners or Mortgagees, may amend this Article and other

provisions of the Documents, as necessary, to meet the requirements of the Underwriting Lender.

18.3 **Termination.** Termination of the terms of this Declaration and the condominium status of the Regime will be governed by Section 82.068 of the Act, subject to the following provisions. In the event of condemnation of the entire Regime, an amendment to terminate may be executed by the Board without a vote of Owners or Mortgagees. Any election to terminate this Declaration and the condominium status of the Regime under circumstances other than condemnation of the entire Regime shall require the consent of: (i) Owners representing at least eighty percent (80%) of the total votes in the Association; (ii) Declarant during the Development Period; and (iii) sixty-seven percent (67%) of Mortgagees.

18.4 **Implied Approval.** The approval of a Mortgagee is implied when the Mortgagee fails to respond within sixty (60) days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

18.5 **Other Mortgagee Rights.**

(a) **Inspection of Books.** The Association will maintain current copies of the Documents and the Association's books, records, and financial statements. Mortgagees may inspect the Documents and records, by appointment, during normal business hours.

(b) **Financial Statements.** A Mortgagee may have an audited statement prepared at its own expense.

(c) **Attendance at Meetings.** A representative of a Mortgagee may attend and address any meeting which an Owner may attend.

(d) **Right of First Refusal.** The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Unit to the Association. Any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a Unit does not apply to a lease, sale, or transfer by a Mortgagee, including transfer by deed in lieu of foreclosure or foreclosure of a deed of trust lien..

(e) **Management Contract.** If professional management of the Association is required by this Article, the contract for professional management may not require more than ninety (90) days' notice to terminate the contract, nor payment of a termination penalty.

18.6 **Insurance Policies.** If an Underwriting Lender that holds a mortgage on a Unit or desires to finance a Unit has requirements for insurance of condominiums, the Association must try to obtain and maintain the required coverages, to the extent they are reasonably available, and must try to comply with any notifications or processes required by the Underwriting Lender. Because underwriting requirements are subject to change, they are not recited here.

18.7 **Notice of Actions.** The Association will use its best efforts to send timely written notice to Mortgagees of the following actions:

(a) Any condemnation or casualty loss that affects a material portion of the Property or the mortgaged Unit and any eminent domain proceeding affecting the General Common Elements which would result in a loss of more than ten percent (10%) of the estimated operational and reserve expenses as reflected on the then-current annual budget of the Association.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of the mortgaged Unit.

(c) A lapse, cancellation, or material modification of any insurance policy maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

(e) Any proposed amendment of a material nature, as provided in this Article.

(f) Any proposed termination of the condominium status of the Property or dissolution of the Association at least thirty (30) days prior to the proposed termination or dissolution, as applicable.

18.8 **Amendments of a Material Nature.** A Document amendment of a material nature must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association, and by at least fifty-one percent (51%) of Eligible Mortgagees. **THIS APPROVAL REQUIREMENT DOES NOT APPLY TO AMENDMENTS EFFECTED BY THE EXERCISE OF A DEVELOPMENT RIGHT PROVIDED IN APPENDIX "A" ATTACHED HERETO.** A change to any of the provisions governing the following would be considered material:

(a) Voting rights.

(b) Assessment liens or the priority of assessment liens.

(c) Reductions in reserves for maintenance, repair, and replacement of Common Elements.

(d) Responsibility for maintenance and repairs.

(e) Reallocation of interests in the General Common Elements or Limited Common Elements, or rights to their use; except that when Limited Common Elements are reallocated by Declarant pursuant to any rights reserved by Declarant pursuant to Appendix "A", or by agreement between Owners (only those Owners and only the Eligible Mortgagees holding mortgages against those Units need approve the action).

(f) Redefinitions of boundaries of Units, except that when boundaries of only adjoining Units are involved, then only those Owners and the Mortgagees holding mortgages against the Unit or Units need approve the action.

(g) Convertibility of Units into Common Elements or Common Elements into Units.

(h) Expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Property.

(i) Property or fidelity insurance requirements.

(j) Imposition of any restrictions on the leasing of Units.

(k) Imposition of any restrictions on Owners' right to sell or transfer their Units.

(l) Restoration or repair of the Property, in a manner other than that specified in the Documents, after hazard damage or partial condemnation.

(m) Any provision that expressly benefits mortgage holders, insurers, or guarantors.

ARTICLE 19 **AMENDMENTS**

19.1 **Consents Required.** As permitted by the Act or by this Declaration, certain amendments of this Declaration may be executed by Declarant acting alone, or by certain Owners acting alone, or by the Board acting alone. Otherwise, amendments to this Declaration must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association. Notwithstanding any provisions in this Declaration to the contrary, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) provision of this

Declaration that benefits Declarant; (ii) rights, privileges, easements, protections, or defenses of Declarant; or (iii) rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and Recorded with such amendment. Notice of any amendment to the Declaration which must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association shall be delivered to each Member in accordance with the Bylaws. All amendments made to the Declaration, Bylaws or Certificate during the Development Period must be approved by the Secretary of Veterans Affairs or its authorized agent prior to Recording, except for amendments adding additional Units to the Regime pursuant to Section 5.1 of the Declaration.

19.2 Amendments Generally. For amendments requiring the consent of Mortgagees, the Association will send each Mortgagee a detailed description, if not the exact wording, of any proposed amendment. Notwithstanding any provisions in this Declaration to the contrary, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) provision of this Declaration that benefits Declarant; (ii) rights, privileges, easements, protections, or defenses of Declarant; or (iii) rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and Recorded with such amendment. In addition, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) permissible use of a Unit absent the consent of the Owner(s) of the Unit affected by the change in permissible use; or (ii) any license, easement or other contractual rights contained in this Declaration, including, without limitation, any easement, right and license benefiting or in favor of the Declarant.

19.3 Effective. To be effective, an amendment must be in the form of a written instrument: (i) referencing the name of the Regime, the name of the Association, and the recording data of this Declaration and any amendments hereto; (ii) signed and acknowledged by an officer of the Association, certifying the requisite approval of Owners and, if required, Mortgagees; provided, however, this Section 19.3 will not apply for amendments prosecuted by Declarant pursuant to any rights reserved by Declarant under this Declaration; and (iii) Recorded.

19.4 Declarant Rights. Declarant has an exclusive right to unilaterally amend this Declaration for the purposes stated in Appendix "A". An amendment that may be executed by Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect Declarant's rights under this Declaration or the Act without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument. Because Appendix "A" of this Declaration is destined to become obsolete, beginning fifteen (15) years after the date this Declaration is first Recorded, the Board may restate, rerecord, or publish this Declaration without Appendix "A". The automatic expiration and subsequent deletion of Appendix "A" does not constitute an amendment of this Declaration. This Section may not be amended without Declarant's written and acknowledged

consent. Notwithstanding anything to the contrary contained herein, all amendments made to the Declaration, Bylaws or Certificate during the Development Period must be approved by the Secretary of Veterans Affairs or its authorized agent prior to Recording, except for amendments adding additional Units to the Regime pursuant to Section 5.1 of the Declaration.

ARTICLE 20
DISPUTE RESOLUTION

20.1 **Introduction and Definitions.** The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the “Parties”) agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

(a) “**Claim**” means any claim, grievance, or dispute between Parties involving the Property, except Exempt Claims as defined below, and including without limitation:

(i) Claims relating to the rights and/or duties of Declarant, or its permitted assigns, under the Documents or the Act.

(ii) Claims relating to the acts or omissions of the Declarant during its control and administration of the Association, any claim asserted against the Architectural Reviewer if the claim relates to any act or omission of the Architectural Reviewer while controlled by the Declarant, and any claims asserted against a Person appointed by the Declarant to serve as a Board member or officer of the Association, or to discharge any of the rights of the Architectural Reviewer.

(iii) Claims relating to the design or construction of the Property, Units, or any Improvement made by or on behalf of the Declarant, or its permitted assigns.

(b) “**Claimant**” means any Party having a Claim against any other Party.

(c) “**Exempt Claims**” means the following claims or actions, which are exempt from this Article:

(i) The Association’s claim for Assessments and any action by the Association to collect Assessments.

(ii) An action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration.

(iii) Any enforcement by the Association or the Declarant of the easements, architectural control, maintenance, and use restrictions of this Declaration; provided, however, that any enforcement action brought by the Association against the Declarant, or vice versa, is not an Exempt Claim hereunder.

(iv) A suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

(d) "Respondent" means any Party against which a Claim has been asserted by a Claimant.

20.2 **Mandatory Procedures.** Claimant may not initiate any proceeding before any administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in Section 20.7 below, a Claim will be resolved by binding arbitration.

20.3 **Notice.** Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in Section 20.4 below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with Section 20.4, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. Section 20.4 does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in Section 20.5 below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to Section 20.5 is required without regard to the monetary amount of the Claim.

20.4 **Negotiation.** Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

20.5 **Mediation.** If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this Section 20.5.

20.6 **Termination Of Mediation.** If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Article.

20.7 **Binding Arbitration-Claims.** All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (*e.g.*, a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this Section 20.7. This Section may not be amended without the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding at least seventy percent (70%) of the votes in the Association.

(a) **Governing Rules.** If a Claim has not been resolved after Mediation as required by Section 20.5, the Claim will be resolved by binding arbitration in accordance with the terms of this Section 20.7 and the rules and procedures of the American Arbitration Association ("AAA") or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Williamson County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA's "Construction Industry Dispute Resolution Procedures"

and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this Section 20.7, this Section 20.7 will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

(i) one arbitrator shall be selected by Respondent, in its sole and absolute discretion;

(ii) one arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and

(iii) one arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

(b) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this Section 20.7 will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(c) Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this Section 20.7.

(d) Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the Applicable Law. The arbitrator may grant any

remedy or relief that the arbitrator deem just and equitable and within the scope of this Section 20.7; provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code. The arbitrator may also grant such ancillary relief as is necessary to make effective the award. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

(e) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Williamson County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. The arbitrator shall have the power to award recovery of all costs and fees (including attorney's fees, administrative fees, and arbitrator's fees) to the prevailing party. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

20.8 Allocation Of Costs. Except as otherwise provided in this Article, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorneys fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

20.9 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim. The Respondent and Claimant to any Exempt Claim may mutually agree to submit such Exempt Claim to the negotiation, mediation, and/or arbitration sections above.

20.10 Period of Limitation.

(a) For Actions by an Owner or Occupant of a Unit. The exclusive period of limitation for any of the Parties to bring any Claim of any nature against Declarant or its contractors, including, but not limited to, a Claim of construction defect or defective design of a Unit, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the Claim; or (ii) for Claims other than those alleging construction defect or defective design, two (2) years and one (1) day after the date Declarant conveyed the Unit to the original Owner or such other shorter period specified in any written agreement between Declarant and the Owner to whom Declarant initially conveyed the Unit.

(b) For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim of any nature against Declarant or its contractors, including, but not limited to, a Claim of construction defect or defective design of the Common Elements, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim; or (ii) for Claims other than those alleging construction defect or defective design of the Common Elements, two (2) years and one (1) day after the Declarant Control Period.

20.11 Approval & Settlement. Notwithstanding any provision in this Article to the contrary, the initiation of binding arbitration as required by this Article is subject to the following conditions:

(a) Owner Acceptance. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by this Section 20.11 and Article 20.

(b) Owner Approval. The Association may not initiate binding arbitration or any judicial proceeding without the prior approval of Owners holding at least a Majority of the votes in the Association, except that no such approval is required for the initiation of arbitration or litigation to resolve any Exempt Claim.

(c) Funding Arbitration and Litigation. Except for Exempt Claims, the Association must levy a Special Assessment to fund the estimated costs of arbitration conducted pursuant to this Article 20 or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

(d) **Settlement.** The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate the settlement of arbitration and litigation, and may execute any document related thereto, such as settlement agreement and waiver or release of claims.

This Section 20.11 may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding seventy percent (70%) of the votes in the Association

ARTICLE 21

GENERAL PROVISIONS

21.1 **Notices.** Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either by **electronic mail**, personally or by mail. Such notice shall be deemed delivered at the time of personal or **electronic delivery**, and if delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such Person to the Association.

21.2 **Compliance.** The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and Applicable Law.

21.3 **Higher Authority.** The documents are subordinate to Applicable Law. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with Applicable Law.

21.4 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Regime and of promoting and effectuating the fundamental concepts of the Regime set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

21.5 **Duration.** Unless terminated or amended by Owners or the Declarant as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by Applicable Law.

21.6 **Captions.** In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to

which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

21.7 **Construction.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof. Throughout this Declaration there appears text enclosed by a box. This text is used to aid in the reader's comprehension of certain provisions of this Declaration. In the event of a conflict between the text enclosed by a box and any provision of this Declaration, the provision of the Declaration will control.

21.8 **Declarant as Attorney in Fact and Proxy.** To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to Appendix "A" and elsewhere in this Declaration, each Owner, by accepting a deed to a Unit and each Mortgagee, by accepting the benefits of a Mortgage against a Unit within the Regime, and any other Person, by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Unit in the Regime, shall thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and Person's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to Appendix "A" or elsewhere in this Declaration. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee, and/or Person, shall be deemed, conclusively, to be coupled with an interest and shall survive the dissolution, termination, insolvency, bankruptcy, incompetency, and death of an Owner, Mortgagee, and/or Person and shall be binding upon the legal representatives, administrators, executors, successors, heirs, and assigns of each such party. In addition, each Owner, by accepting a deed to a Unit, and each Mortgagee, by accepting the benefits of a Mortgage against a Unit in the Regime, and any Person, by accepting the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien, and/or any other security interest against any Unit in the Regime, shall thereby appoint Declarant the proxy of such Owner, Mortgagee, or Person, with full power of substitution in the premises, to do and perform each and every act permitted or required pursuant to Appendix "A" or elsewhere in this Declaration, and which may otherwise be reasonably necessary in connection therewith, including without limitation, to cast a vote for such Owner, Mortgagee, or Person at any meeting of the Members for the purpose of approving or consenting to any amendment to this Declaration in order to effect and perfect any such act permitted or required pursuant to Appendix "A" or elsewhere in this Declaration and to execute and Record amendments on their behalf to such effect; and the power hereby reserved in Declarant, as the attorney-in-fact for

each such Owner, Mortgagee, or Person includes, without limitation, the authority to execute a proxy as the act and deed of any Owner, Mortgagee, or Person and, upon termination or revocation of any Owner's proxy as permitted by the Texas Non-profit Corporation Act the authority to execute successive proxies as the act and deed of any Owner, Mortgagee, or Person authorizing Declarant, or any substitute or successor Declarant appointed thereby, to cast a like vote for such Owner at any meeting of the Members of the Association. Furthermore, each Owner, Mortgagee, and Person upon request by Declarant, will execute and deliver a written proxy pursuant to Section 82.110(b) of the Act, including a successive written proxy upon the termination or revocation as permitted by the Act of any earlier proxy, authorizing Declarant, or any substitute or successor Declarant appointed thereby, to cast a like vote for such Owner at any meeting of the Members of the Association. All such appointments and successive proxies shall expire as to power reserved by Declarant pursuant to Appendix "A" or elsewhere in this Declaration on the date Declarant no longer has the right to exercise such rights. All such proxies shall be non-revocable for the maximum lawful time and upon the expiration of non-revocable period, new proxies shall again be executed for the maximum non-revocable time until Declarant's right to require such successive proxies expires.

21.9 **Appendix / Attachments**. The following appendixes, attachments and exhibits are attached to this Declaration and are incorporated herein by reference:

<u>Attachment 1</u>	Plats and Plans
<u>Attachment 2</u>	Encumbrances
<u>Attachment 3</u>	Schedule of Allocated Interests
<u>Attachment 4</u>	Maintenance Responsibility Chart
<u>Attachment 5</u>	Guide to Association's Examination of Common Elements
<u>Attachment 6</u>	Guide to Association's Major Management and Governance Functions
<u>Appendix "A"</u>	Declarant Representations and Reservations

Signature Page to Follow

EXECUTED on this 17 day of October, 2013.

DECLARANT:

CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership

By: CHTEX of Texas, Inc., a Delaware corporation, its General Partner

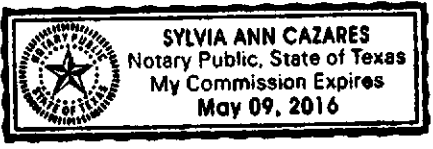
By: [Signature]
Printed Name: Richard Maier
Title: Vice President

JP

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this 17 day of October, 2013 by Richard Maier, Vice President of CHTEX of Texas, Inc., a Delaware corporation, General Partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation and partnership.

(SEAL)



[Signature]
Notary Public Signature

ATTACHMENT 1

[CONDOMINIUM PLATS AND PLANS]

The plats and plans, attached hereto as Attachment 2 contains the information required by the Texas Uniform Condominium Act.

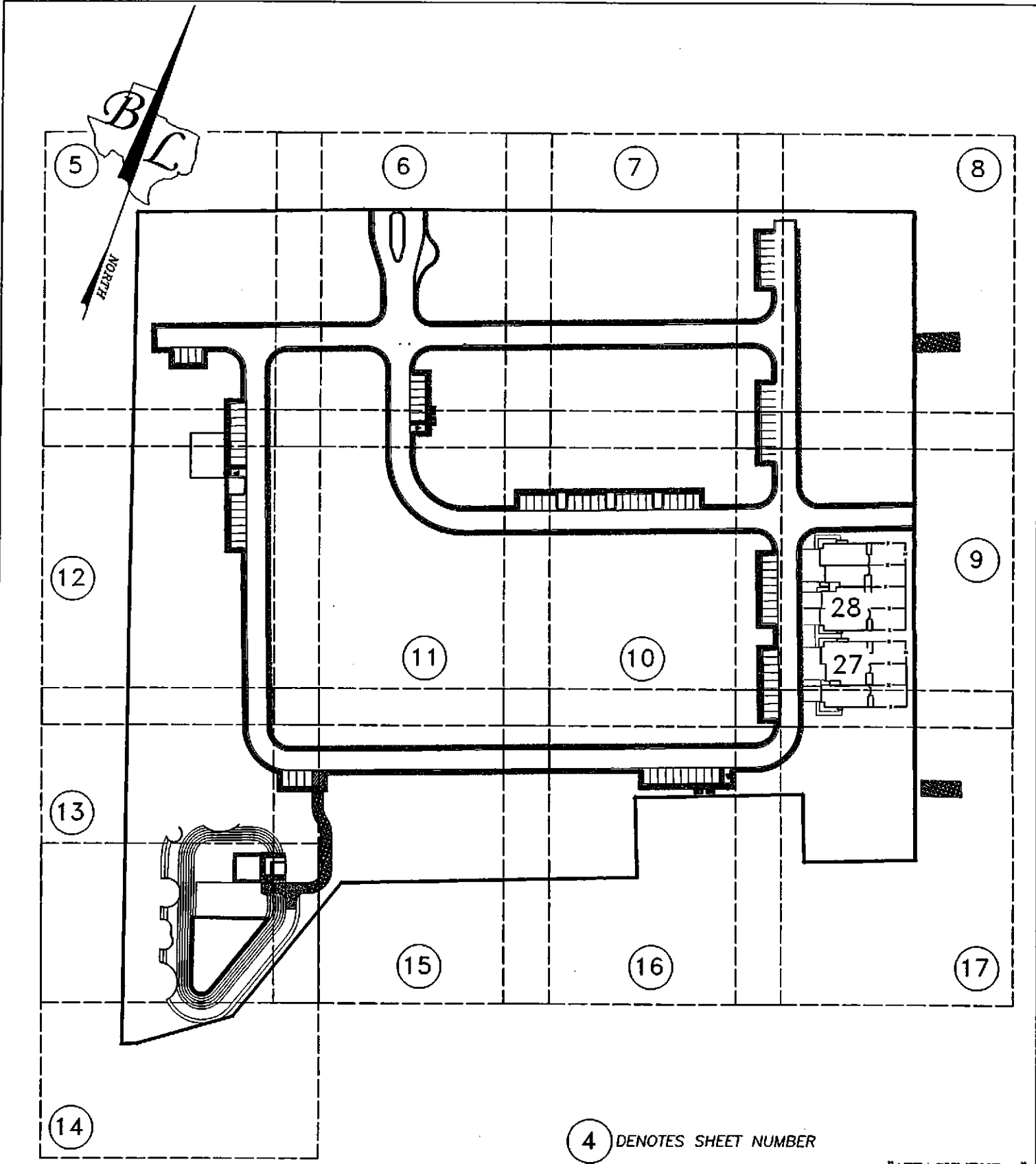
Printed Name: _____

RPLS or License No. _____

BOUNDARIES OF UNIT

The legal boundaries of each Unit are established by the Declarant and the plats and plans attached hereto. However, each Owner acknowledges that the Unit may be measured and depicted in a manner which differs from the legal boundaries of a Unit. For example, the Unit may be measured or depicted differently for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. No single measurement is definitive for all purposes. Measurements may be of the area under roof, or the air conditioned space, or the area within the Unit's legal boundaries. The Unit's partition wall cavities and/or its perimeter wall cavities may or may not be included. The Unit's garage area, attic area, and/or patio space may or may not be included.

SEE SHEET 2 FOR ORIGINAL CERTIFICATION



"ATTACHMENT 1"

PARMER VILLAGE TOWNHOME CONDOMINIUMS
 BEING ALL OF LOT 2, BLOCK "A"
 JEFFERSON CENTER SUBDIVISION;
 A SUBDIVISION OF RECORD IN CABINET T,
 SLIDES 107-109 OF THE PLAT RECORDS OF
 WILLIAMSON COUNTY, TEXAS AND DOCUMENT
 NUMBER 2000068796 OF THE OFFICIAL PUBLIC
 RECORDS OF WILLIAMSON COUNTY, TEXAS

BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE
 AUSTIN, TEXAS 78757
 OFFICE: 512.374.9722 FAX: 512.873.9743
 ron-baseline@austin.rr.com

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"ATTACHMENT 1"

PARMER VILLAGE TOWNHOME CONDOMINIUMS

[PLATS AND PLANS]

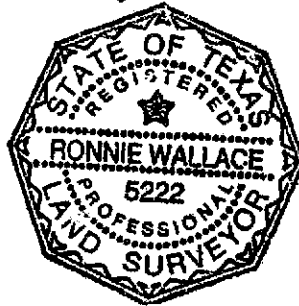
§ Certification of Surveyor §

The attached plats and plans, attached hereto as "Attachment 1" contain the information required by Section 82.059 of the Texas Uniform Condominium Act, as applicable.

Ron. Wallace

Ronnie Wallace
R.P.L.S. No. 5222

Date: *21 August 2013*



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SHEET
2 of 34

GENERAL NOTES

- 1.) THE CONFIGURATION REPRESENTED IN THE DRAWINGS OF THE FLOOR PLANS AND BUILDING ELEVATIONS IS BASED UPON THE CONSTRUCTION DOCUMENTS PREPARED BY DANZE & DAVIS ARCHITECTS, INC., AND ARE NOT BASED UPON ACTUAL ON-SITE OBSERVATIONS AND MEASUREMENTS.
- 2.) ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR "L.C.E." OR UNITS: (i) IN THE DECLARATION OF CONDOMINIUM REGIME FOR PARMER VILLAGE TOWNHOME CONDOMINIUMS; OR (ii) ON THE PLATS AND PLANS OF THE REGIME.
- 3.) OWNERSHIP AND USE OF CONDOMINIUM UNITS IS SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF CONDOMINIUM REGIME FOR PARMER VILLAGE TOWNHOME CONDOMINIUMS.
- 4.) EACH UNIT, BUILDING, LIMITED COMMON ELEMENT AND GENERAL COMMON ELEMENT IS SUBJECT TO SPECIAL RIGHTS RESERVED BY THE DECLARANT AS PROVIDED IN APPENDIX "A" OF THE DECLARATION OF CONDOMINIUM REGIME FOR PARMER VILLAGE TOWNHOME CONDOMINIUMS. PURSUANT TO SUCH PROVISIONS, AMONG OTHER THINGS, DECLARANT HAS RESERVED THE RIGHT TO: (i) COMPLETE OR MAKE IMPROVEMENTS INDICATED ON THE PLAT AND PLANS, AS PROVIDED IN APPENDIX "A" OF THE DECLARATION; (ii) EXERCISE ANY DEVELOPMENT RIGHT PERMITTED BY THE TEXAS UNIFORM CONDOMINIUM ACT AND THE DECLARATION, INCLUDING THE ADDITION OF REAL PROPERTY TO THE REGIME DESCRIBED ON THIS PLAT AS "ADDITIONAL PROPERTY WHICH MAY BE ADDED TO THE REGIME," WHICH PROPERTY MAY BE ADDED AS UNITS, GENERAL COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS, AS PROVIDED IN SECTION 2.2 OF THE DECLARATION AND APPENDIX "A" OF THE DECLARATION; (iii) MAKE THE PROPERTY PART OF A LARGER CONDOMINIUM OR PLANNED COMMUNITY, AS PROVIDED IN APPENDIX "A" OF THE DECLARATION; (iv) USE UNITS OWNED OR LEASED BY DECLARANT AS MODELS, STORAGE AREAS, AND OFFICES FOR THE MARKETING, MANAGEMENT, MAINTENANCE, CUSTOMER SERVICE, CONSTRUCTION, AND LEASING OF THE PROPERTY, AS PROVIDED IN APPENDIX "A" OF THE DECLARATION, AND (v) APPOINT OR REMOVE ANY DECLARANT-APPOINTED OFFICER OR DIRECTOR OF THE ASSOCIATION DURING THE DECLARANT CONTROL PERIOD (AS DESCRIBED IN THE DECLARATION) CONSISTENT WITH THE TEXAS UNIFORM CONDOMINIUM ACT, AS PROVIDED IN APPENDIX "A" OF THE DECLARATION. AS PROVIDED IN APPENDIX "A" OF THE DECLARATION, FOR PURPOSES OF PROMOTING, IDENTIFYING, AND MARKETING THE PROPERTY, DECLARANT RESERVES AN EASEMENT AND RIGHT TO PLACE OR INSTALL SIGNS, BANNERS, FLAGS, DISPLAY LIGHTING, POTTED PLANTS, EXTERIOR DECORATIVE ITEMS, SEASONAL DECORATIONS, TEMPORARY WINDOW TREATMENTS, AND SEASONAL LANDSCAPING ON THE PROPERTY, INCLUDING ITEMS AND LOCATIONS THAT ARE PROHIBITED TO OTHER OWNERS AND RESIDENTS. DECLARANT RESERVES AN EASEMENT AND RIGHT TO MAINTAIN, RELOCATE, REPLACE, OR REMOVE THE SAME FROM TIME TO TIME WITHIN THE PROPERTY. AS PROVIDED IN APPENDIX "A" OF THE DECLARATION, DECLARANT HAS AN EASEMENT AND RIGHT OF INGRESS AND EGRESS IN AND THROUGH THE COMMON ELEMENTS (AS DEFINED IN THE DECLARATION) AND UNITS OWNED OR LEASED BY DECLARANT FOR PURPOSES OF CONSTRUCTING, MAINTAINING, MANAGING, AND MARKETING THE PROPERTY, AND FOR DISCHARGING DECLARANT'S OBLIGATIONS UNDER THE TEXAS UNIFORM CONDOMINIUM ACT AND THE DECLARATION.

"ATTACHMENT 1"

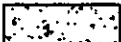
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Scale (Hor.):	Scale (Vert.):
Date: 08/21/13	Checked By: JSL Drawn By: RLW

SHEET
3 of 34

LEGEND

- 1/2" REBAR FOUND (NOTED, IF CAPPED)
- △ CALCULATED POINT
- ▲ NAIL FOUND
- G.C.E. GENERAL COMMON ELEMENT
- L.C.E. LIMITED COMMON ELEMENT
- R.O.W. RIGHT-OF-WAY
- () RECORD INFORMATION, CAB. T, SL. 107-P.R.W.C.T.
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
-  SIDEWALK (GENERAL COMMON ELEMENT)

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Scale (Hor.):	Scale (Vert.):
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SHEET
 4 of 34

LINE TABLE		
LINE	BEARING	LENGTH
L1	N70°20'43"E	58.74'
L2	S48°11'25"E	14.80'
L3	S48°10'52"E	14.80'
L4	N70°20'43"E	58.13'
L5	N70°20'43"E	51.06'
L6	N70°20'43"E	50.61'

"ATTACHMENT 1"

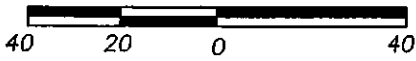
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 OFFICE: 512.374.9722 FAX: 512.873.9743
 ron-baseline@austln.r.com

File: S:\Projects\Parmer Village Townhomes\Draw\BLS Base Parmer Village Townhomes.dwg	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 08/21/13	Checked By: JSL
	Drawn By: RLW

SHEET
TABLE I

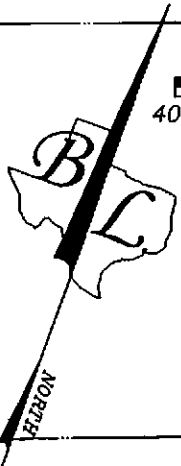
GRAPHIC SCALE



IN FEET

"ATTACHMENT 1"

SEE SHEET 4
FOR LEGEND
SEE TABLE 1 FOR LINE TABLE



SHEET 6
SHEET 5

LOT 1, BLOCK C
STATE FARM SUBDIVISION
SECTION ONE
(K/83)

(N69°56'15"E) (261.64')
N69°55'46"E 261.63'

JEFFERSON CENTER
SUBDIVISION
CAB. T, SL. 107
(P.R.W.C.T.)

LOT 2
BLOCK A
16.275 AC.

LOT 1, BLOCK A
TOWN AND COUNTRY
PARK ADDITION
(Y/158)

(956.47')
956.39'
(N18°33'07"W)
N18°33'25"W

SUBJECT TO
DEVELOPMENT RIGHTS

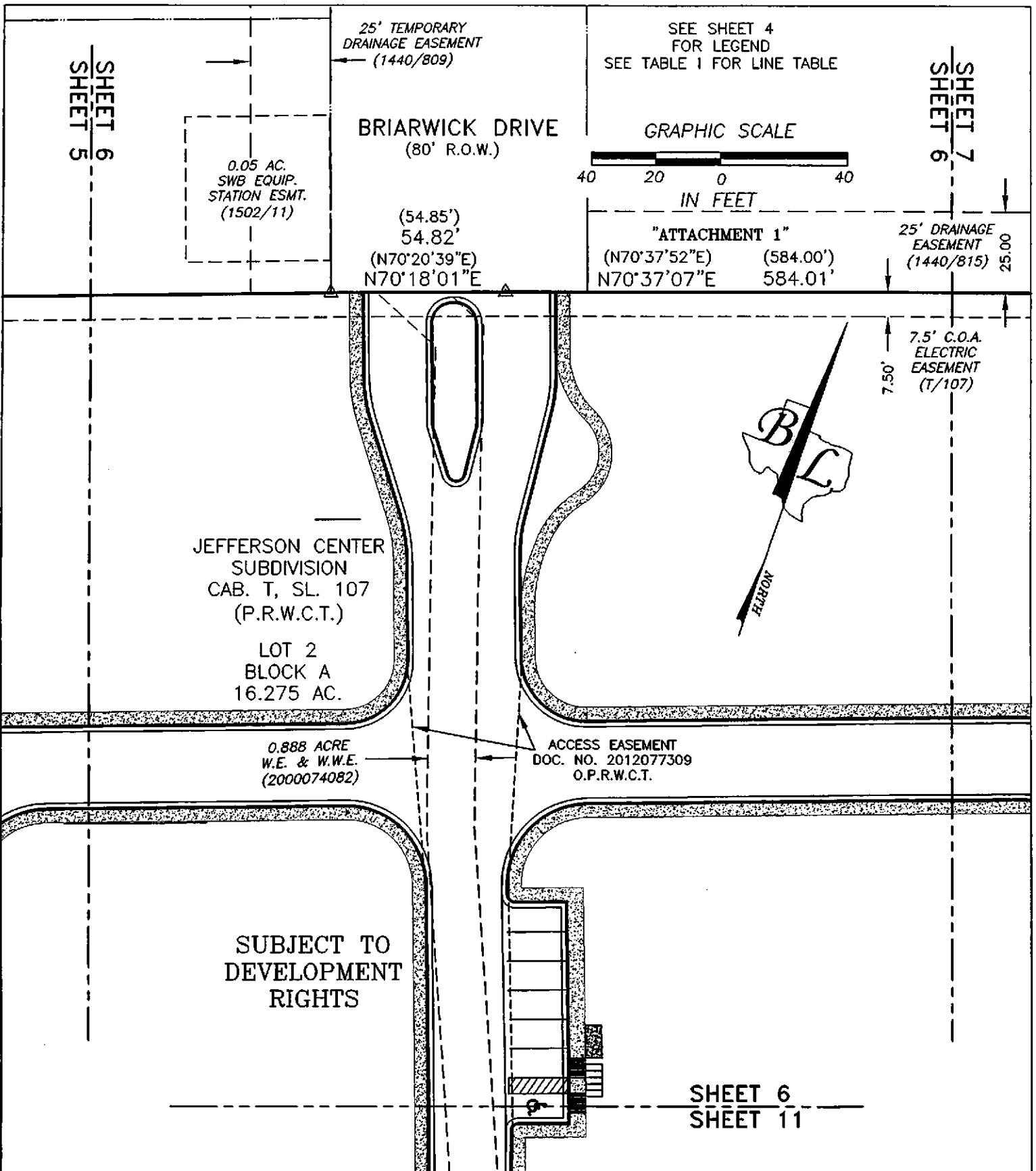
SHEET 5
SHEET 12

PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
JEFFERSON CENTER SUBDIVISION;
A SUBDIVISION OF RECORD IN CABINET T,
SLIDES 107-109 OF THE PLAT RECORDS OF
WILLIAMSON COUNTY, TEXAS AND DOCUMENT
NUMBER 2000068796 OF THE OFFICIAL PUBLIC
RECORDS OF WILLIAMSON COUNTY, TEXAS

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PROFESSIONAL LAND SURVEYING SERVICES
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Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 08/21/13	Checked By: JSL Drawn By: RLW

SHEET
5 of 34



PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
JEFFERSON CENTER SUBDIVISION;
A SUBDIVISION OF RECORD IN CABINET T,
SLIDES 107-109 OF THE PLAT RECORDS OF
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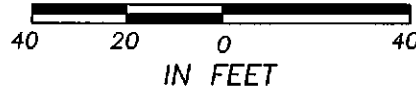
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Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 08/21/13	Checked By: JSL Drawn By: RLW

SHEET
6 of 34

LOT 2
BLOCK B
STATE FARM SUBDIVISION
SECTION ONE
(K/83)

SEE SHEET 4
FOR LEGEND
SEE TABLE 1 FOR LINE TABLE

GRAPHIC SCALE



SHEET 6
SHEET 7

SHEET 7
SHEET 8

25' DRAINAGE
EASEMENT
(1440/815)

25.00'

(N70°37'52"E) (584.00')
N70°37'07"E 584.01'

"ATTACHMENT 1"

7.50'
7.5' C.O.A.
ELECTRIC
EASEMENT
(T/107)

JEFFERSON CENTER
SUBDIVISION
CAB. T, SL. 107
(P.R.W.C.T.)

LOT 2
BLOCK A
16.275 AC.



SUBJECT TO
DEVELOPMENT RIGHTS

10' GAS LINE ESMT.
& P.U.E. (1059/744)

SHEET 7
SHEET 10

PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
JEFFERSON CENTER SUBDIVISION;
A SUBDIVISION OF RECORD IN CABINET T,
SLIDES 107-109 OF THE PLAT RECORDS OF
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Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 08/21/13	Checked By: JSL Drawn By: RLW

SHEET
7 of 34

SHEET 7
SHEET 8

25' DRAINAGE
EASEMENT
(1440/815)

1,137 SQ. FT.
DRAINAGE EASEMENT
(1487/956)

60'
DRAINAGE EASEMENT
(1440/815)

LOT 2
BLOCK B
STATE FARM SUBDIVISION
SECTION ONE
(K/83)

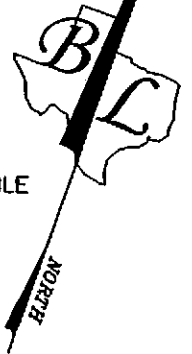
LOT 1
BLOCK A
REPLAT OF LOT 2
ROBINSON RANCH
SUBDIVISION
(DD/212)
2,418 SQ. FT.
DRAINAGE EASEMENT
(1627/932)

GRAPHIC SCALE



(N70°37'52"E) (584.00')
N70°37'07"E 584.01'

"ATTACHMENT 1"



SEE SHEET 4
FOR LEGEND
SEE TABLE I FOR LINE TABLE

(S19°38'59"E) (745.72')
S19°39'17"E 745.76'

JEFFERSON CENTER
SUBDIVISION
CAB. T, SL. 107
(P.R.W.C.T.)

LOT 2
BLOCK A
16.275 AC.

SUBJECT TO
DEVELOPMENT RIGHTS

65'
DRAINAGE EASEMENT
(1613/358)

LOT 1
BLOCK A
JEFFERSON CENTER
SUBDIVISION
(T/107)

SHEET 8
SHEET 9

PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
JEFFERSON CENTER SUBDIVISION;
A SUBDIVISION OF RECORD IN CABINET T,
SLIDES 107-109 OF THE PLAT RECORDS OF
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Date: 08/21/13	Checked By: JSL Drawn By: RLW

SHEET
8 of 34

SHEET 8
SHEET 9

JEFFERSON CENTER
SUBDIVISION
CAB. T, SL. 107
(P.R.W.C.T.)

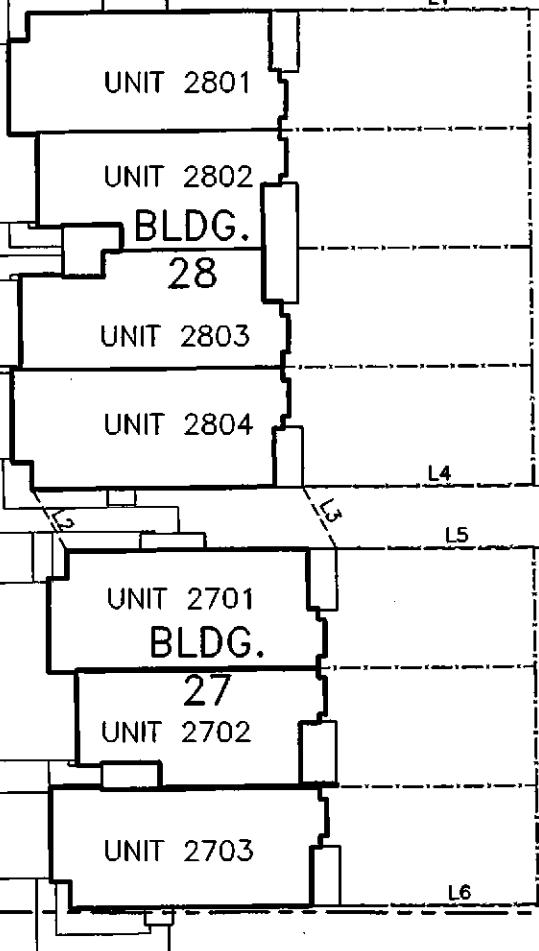
LOT 2
BLOCK A
16.275 AC.

65'
DRAINAGE EASEMENT
(1613/358)

ACCESS EASEMENT
DOC. NO. 2012077309
O.P.R.W.C.T.

1.686 ACRE
ACCESS ESMT.
(2000074097)

1.311 ACRE
ACCESS, GRADING
& DRAINAGE ESMT.
(2000074099)



LOT 1
BLOCK A
RESUBDIVISION OF
LOTS 3, 4 AND 5, BLOCK A
JEFFERSON CENTER
SUBDIVISION
(CC/333)



GRAPHIC SCALE

40 20 0 40
IN FEET

"ATTACHMENT 1"

SEE SHEET 4
FOR LEGEND
SEE TABLE 1 FOR LINE TABLE

SHEET 9
SHEET 17

COMMON OPEN SPACE
(28,996 SF)

SHEET 9
SHEET 10

PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
JEFFERSON CENTER SUBDIVISION;
A SUBDIVISION OF RECORD IN CABINET T,
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Date: 08/21/13	Checked By: JSL
	Drawn By: RLW

SHEET
9 of 34

SHEET 7
SHEET 10

10' GAS LINE ESMT.
& P.U.E. (1059/744)

G.C.E.

0.888 ACRE
WATER &
WASTEWATER
EASEMENT
(2000074082)

ACCESS EASEMENT
DOC. NO. 2012077309
O.P.R.W.C.T.

SHEET 10
SHEET 11



"ATTACHMENT 1"

GRAPHIC SCALE



SEE SHEET 4
FOR LEGEND
SEE TABLE 1 FOR LINE TABLE

JEFFERSON CENTER
SUBDIVISION
CAB. T, SL. 107
(P.R.W.C.T.)

LOT 2
BLOCK A
16.275 AC.

SHEET 9
SHEET 10

SUBJECT TO
DEVELOPMENT RIGHTS

SHEET 10
SHEET 16

10' GAS LINE ESMT.
& P.U.E. (1059/744)

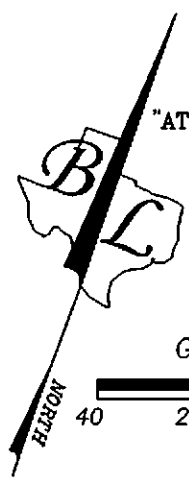
PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
JEFFERSON CENTER SUBDIVISION;
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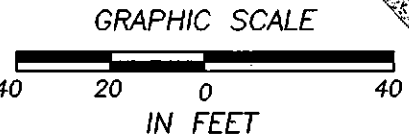
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Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 08/21/13	Checked By: JSL Drawn By: RLW

SHEET
10 of 34

SHEET 6
SHEET 11



"ATTACHMENT 1"



SEE SHEET 4
FOR LEGEND
SEE TABLE 1 FOR LINE TABLE

0.888 ACRE
WATER & WASTEWATER
EASEMENT
(2000074082)

ACCESS EASEMENT
DOC. NO. 2012077309
O.P.R.W.C.T.

SHEET 11
SHEET 12

SHEET 10
SHEET 11

JEFFERSON CENTER
SUBDIVISION
CAB. T, SL. 107
(P.R.W.C.T.)

LOT 2
BLOCK A
16.275 AC.

G.C.E.

COMMON OPEN SPACE
(37,618 SF)

SUBJECT TO
DEVELOPMENT RIGHTS

SHEET 11
SHEET 15

PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
JEFFERSON CENTER SUBDIVISION;
A SUBDIVISION OF RECORD IN CABINET T,
SLIDES 107-109 OF THE PLAT RECORDS OF
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Scale (Hor.):	Scale (Vert.):
Date: 08/21/13	Checked By: JSL Drawn By: RLW

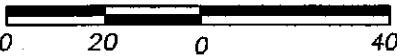
SHEET
11 of 34

SHEET 5
SHEET 12

"ATTACHMENT 1"



GRAPHIC SCALE



IN FEET

SEE SHEET 4
FOR LEGEND

SEE TABLE 1 FOR LINE TABLE

LOT 1, BLOCK A
TOWN AND COUNTRY
PARK ADDITION
(Y/158)

(956.47')
956.39'

(N18°33'07"W)
N18°33'25"W

COMMON OPEN SPACE
(43,454 SF)

G.C.E.

JEFFERSON CENTER
SUBDIVISION
CAB. T, SL. 107
(P.R.W.C.T.)

LOT 2
BLOCK A
16.275 AC.

SUBJECT TO
DEVELOPMENT RIGHTS

SHEET 11
SHEET 12

SHEET 12
SHEET 13

PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
JEFFERSON CENTER SUBDIVISION;
A SUBDIVISION OF RECORD IN CABINET T,
SLIDES 107-109 OF THE PLAT RECORDS OF
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Scale (Hor.):	Scale (Vert.):
Date: 06/21/13	Checked By: JSL Drawn By: RLW

SHEET
12 of 34

SHEET 12
SHEET 13

LOT 1, BLOCK A
TOWN AND COUNTRY
PARK ADDITION
(Y/158)

(956.47')
956.39'
(N18°33'07"W)
N18°33'25"W

JEFFERSON CENTER
SUBDIVISION
CAB. T, SL. 107
(P.R.W.C.T.)

LOT 2
BLOCK A
16.275 AC.

SUBJECT TO
DEVELOPMENT RIGHTS

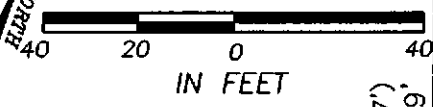
SHEET 13
SHEET 14

"ATTACHMENT 1"

SEE SHEET 4
FOR LEGEND
SEE TABLE I
FOR LINE TABLE
SEE TABLE II
FOR LINE TABLE



GRAPHIC SCALE



IN FEET

LOT 1, BLOCK A
TOWN AND COUNTRY
PARK ADDITION
(Y/158)

(956.47')
956.39'
(N18°33'07"W)
N18°33'25"W

15' WATER &
WASTEWATER EASEMENT
(2001004132)

JEFFERSON CENTER
SUBDIVISION
CAB. T, SL. 107
(P.R.W.C.T.)

LOT 2
BLOCK A
16.275 AC.
300' W.Q.T.Z.
(Y/158)

SHEET 15
SHEET 13

SHEET 15
SHEET 14

198.61'
(198.66')
(S19°48'15"W)
(S19°48'13"W)

PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
JEFFERSON CENTER SUBDIVISION;
A SUBDIVISION OF RECORD IN CABINET T,
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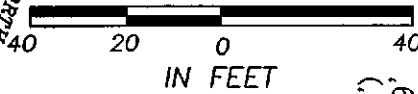
SHEET
13 of 34

"ATTACHMENT 1"

SEE SHEET 4
FOR LEGEND
SEE TABLE I
FOR LINE TABLE
SEE TABLE II
FOR LINE TABLE



GRAPHIC SCALE



LOT 1, BLOCK A
TOWN AND COUNTRY
PARK ADDITION
(Y/158)

15' WATER &
WASTEWATER EASEMENT
(2001004132)

25' DRAINAGE EASEMENT
(2001004131)

(N18°33'07"W)
N18°33'25"W
(956.47')
956.39'

S68°12'02"W
(S68°35'42"W)
17.37'
(17.32')

S54°46'54"W
(S54°45'27"W)
113.89'
(114.01')

JEFFERSON CENTER
SUBDIVISION
CAB. T, SL. 107
(P.R.W.C.T.)

LOT 2
BLOCK A
16.275 AC.
300' W.Q.T.Z.
(Y/158)

S19°48'15"W
(S19°48'13"W)
198.61'
(198.66')

LOT 1, BLOCK A
TOWN AND COUNTRY
PARK ADDITION
(Y/158)

300' W.Q.T.Z.
(Y/158)

SHEET 15
SHEET 14

PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
JEFFERSON CENTER SUBDIVISION;
A SUBDIVISION OF RECORD IN CABINET T,
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SHEET
14 of 34

JEFFERSON CENTER
SUBDIVISION
CAB. T, SL. 107
(P.R.W.C.T.)

LOT 2
BLOCK A
16.275 AC.

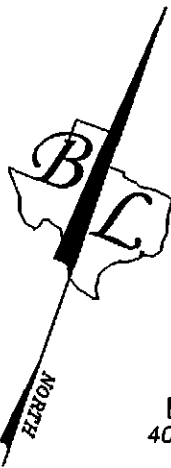
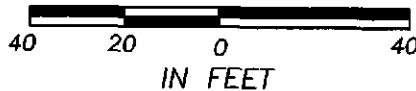
SUBJECT TO
DEVELOPMENT RIGHTS

S69°22'30"W 341.47'
(S69°22'43"W) (341.39')

LOT 1, BLOCK A
TOWN AND COUNTRY
PARK ADDITION
(Y/158)

"ATTACHMENT 1"
SEE SHEET 4
FOR LEGEND
SEE TABLE I FOR LINE TABLE

GRAPHIC SCALE



S19°48'15"W 198.61'
(S19°48'13"W) (198.66')

SHEET 15
SHEET 13

SHEET 15
SHEET 14

SHEET 16
SHEET 15

PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
JEFFERSON CENTER SUBDIVISION;
A SUBDIVISION OF RECORD IN CABINET T,
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SHEET 10
SHEET 16

10' GAS LINE ESMT.
& P.U.E. (1059/744)

JEFFERSON CENTER
SUBDIVISION
CAB. T, SL. 107
(P.R.W.C.T.)

LOT 2
BLOCK A
16.275 AC.

SUBJECT TO
DEVELOPMENT RIGHTS

20' ACCESS
EASEMENT
(Y/158)

S69°26'37"W 194.48'
(S69°28'19"W) (194.72')

S20°37'17"E
S20°35'00"E

0.38 AC. LANDSCAPE,
IRRIGATION SYSTEMS,
FENCE & STORAGE ESMT.
(2001004130)

0.067 AC. 15'
STORM SEWER EASEMENT
(2001004135)

91.73'
(91.88')

S69°22'30"W 341.47'
(S69°22'43"W) (341.39')

10' GAS LINE ESMT.
& P.U.E. (1059/744)



"ATTACHMENT 1"
SEE SHEET 4
FOR LEGEND
SEE TABLE 1 FOR LINE TABLE

GRAPHIC SCALE



SHEET 16
SHEET 15

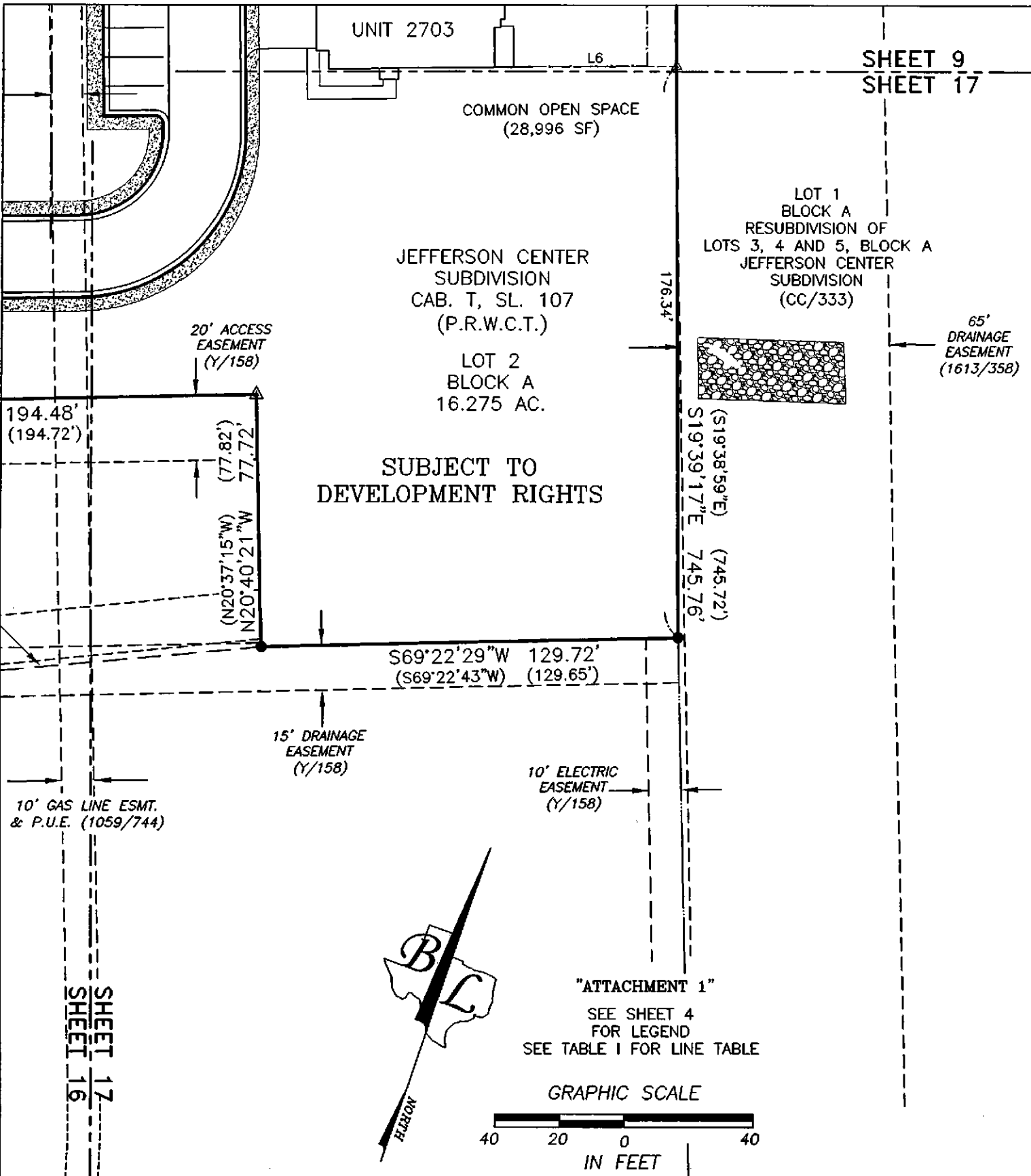
SHEET 17
SHEET 16

PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
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	Drawn By: RLW

SHEET
16 of 34



PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
JEFFERSON CENTER SUBDIVISION;
A SUBDIVISION OF RECORD IN CABINET T,
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Scale (Hor.):	Scale (Vert.):
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SHEET
17 of 34

THREE-PLEX BUILDING 5182L

BUILDING NO.	UNIT PLAN\ADDRESS		
	1907R	1603L	1672L
7*	701	702	703
8*	801	802	803
12*	1201	1202	1203
26*	2601	2602	2603
27	2701	2702	2703

BUILDING NUMBERS WITH ASTERISK (*) INDICATE "NEED NOT BE BUILT"
"L\R" DENOTES LEFT OR RIGHT UNIT PLAN CONFIGURATION

"ATTACHMENT 1"

PARMER VILLAGE TOWNHOME CONDOMINIUMS
BEING ALL OF LOT 2, BLOCK "A"
JEFFERSON CENTER SUBDIVISION;
A SUBDIVISION OF RECORD IN CABINET T,
SLIDES 107-109 OF THE PLAT RECORDS OF
WILLIAMSON COUNTY, TEXAS AND DOCUMENT
NUMBER 2000068796 OF THE OFFICIAL PUBLIC
RECORDS OF WILLIAMSON COUNTY, TEXAS

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78757
OFFICE: 512.374.9722 FAX: 512.873.9743
ron-baseline@austin.rr.com

File: S:\Projects\Parmer Village Townhomes\Draw\BLS Base Parmer Village Townhomes.dwg	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 08/21/13	Checked By: JSL Drawn By: RLW

SHEET
18 of 34

FOUR-PLEX BUILDING 6980L

BUILDING NO.	UNIT PLAN\ADDRESS			
	1907R	1603L	1799R	1672L
1*	101	102	103	104
2*	201	202	203	204
3*	301	302	303	304
4*	401	402	403	404
5*	501	502	503	504
6*	601	602	603	604
9*	901	902	903	904
10*	1001	1002	1003	1004
11*	1101	1102	1103	1104
21*	2101	2102	2103	2104
22*	2201	2202	2203	2204
23*	2301	2302	2303	2304
24*	2401	2402	2403	2404
25*	2501	2502	2503	2504
28	2801	2802	2803	2804

BUILDING NUMBERS WITH ASTERISK (*) INDICATE "NEED NOT BE BUILT"
 "L\R" DENOTES LEFT OR RIGHT UNIT PLAN CONFIGURATION

"ATTACHMENT 1"

PARMER VILLAGE TOWNHOME CONDOMINIUMS
 BEING ALL OF LOT 2, BLOCK "A"
 JEFFERSON CENTER SUBDIVISION;
 A SUBDIVISION OF RECORD IN CABINET T,
 SLIDES 107-109 OF THE PLAT RECORDS OF
 WILLIAMSON COUNTY, TEXAS AND DOCUMENT
 NUMBER 2000068796 OF THE OFFICIAL PUBLIC
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BASELINE LAND SURVEYORS, INC.
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 8333 CROSS PARK DRIVE
 AUSTIN, TEXAS 78757
 OFFICE: 512.374.9722 FAX: 512.873.9743
 ron-baseline@auslin.rr.com

File: S:\Projects\Parmer Village Townhomes\Draw\RLS Base Parmer Village Townhomes.dwg	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 08/21/13	Checked By: JSL Drawn By: RLW

SHEET
19 of 34

FIVE-PLEX BUILDING 8780L

BLDG. NO.	UNIT PLAN\ADDRESS				
	1907R	1799L	1603L	1799R	1672L
13*	1301	1302	1303	1304	1305
14*	1401	1402	1403	1404	1405
15*	1501	1502	1503	1504	1505
16*	1601	1602	1603	1604	1605
17*	1701	1702	1703	1704	1705
18*	1801	1802	1803	1804	1805
19*	1901	1902	1903	1904	1905
20*	2001	2002	2003	2004	2005

BUILDING NUMBERS WITH ASTERISK (*) INDICATE "NEED NOT BE BUILT"
 "L\R" DENOTES LEFT OR RIGHT UNIT PLAN CONFIGURATION

"ATTACHEMENT 1"

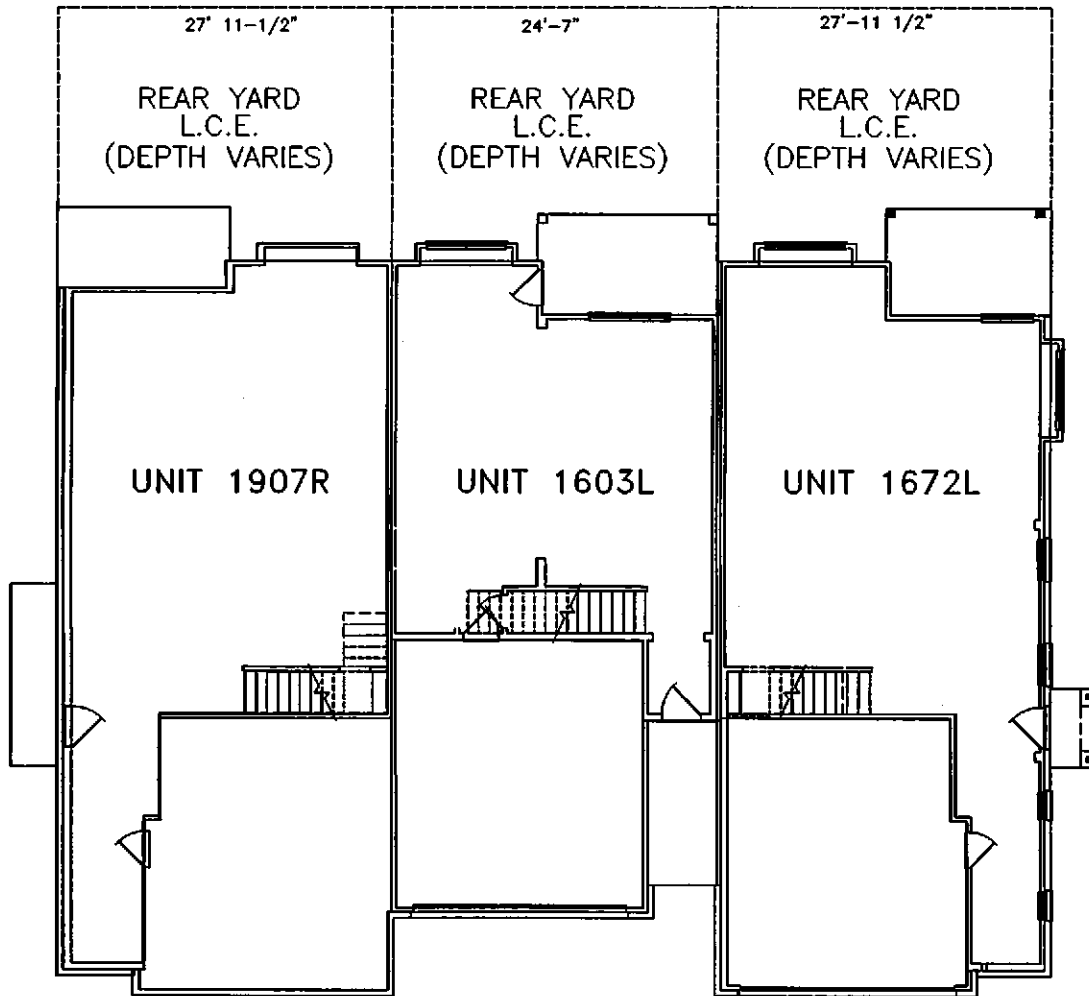
PARMER VILLAGE TOWNHOME CONDOMINIUMS
 BEING ALL OF LOT 2, BLOCK "A"
 JEFFERSON CENTER SUBDIVISION;
 A SUBDIVISION OF RECORD IN CABINET T,
 SLIDES 107-109 OF THE PLAT RECORDS OF
 WILLIAMSON COUNTY, TEXAS AND DOCUMENT
 NUMBER 2000068796 OF THE OFFICIAL PUBLIC
 RECORDS OF WILLIAMSON COUNTY, TEXAS

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 ron-baseline@austin.rr.com

File: S:\Projects\Parmer Village Townhomes\Deg\BLS Base Parmer Village Townhomes.dwg	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 08/21/13	Checked By: JSL Drawn By: RLW

SHEET
20 of 34

PARMER VILLAGE TOWNHOME CONDOMINIUMS



TRI-PLEX BUILDING 5182L UNIT LAYOUT

THIS UNIT LAYOUT CONFIGURATION ASSIGNED TO BUILDING 27

DEPICTION OF UNITS IS FOR POSITIONAL RELEVANCE ONLY.
SEE SHEETS 24-28 FOR UNIT PLANS WITH DIMENSIONS.

"ATTACHMENT 1"

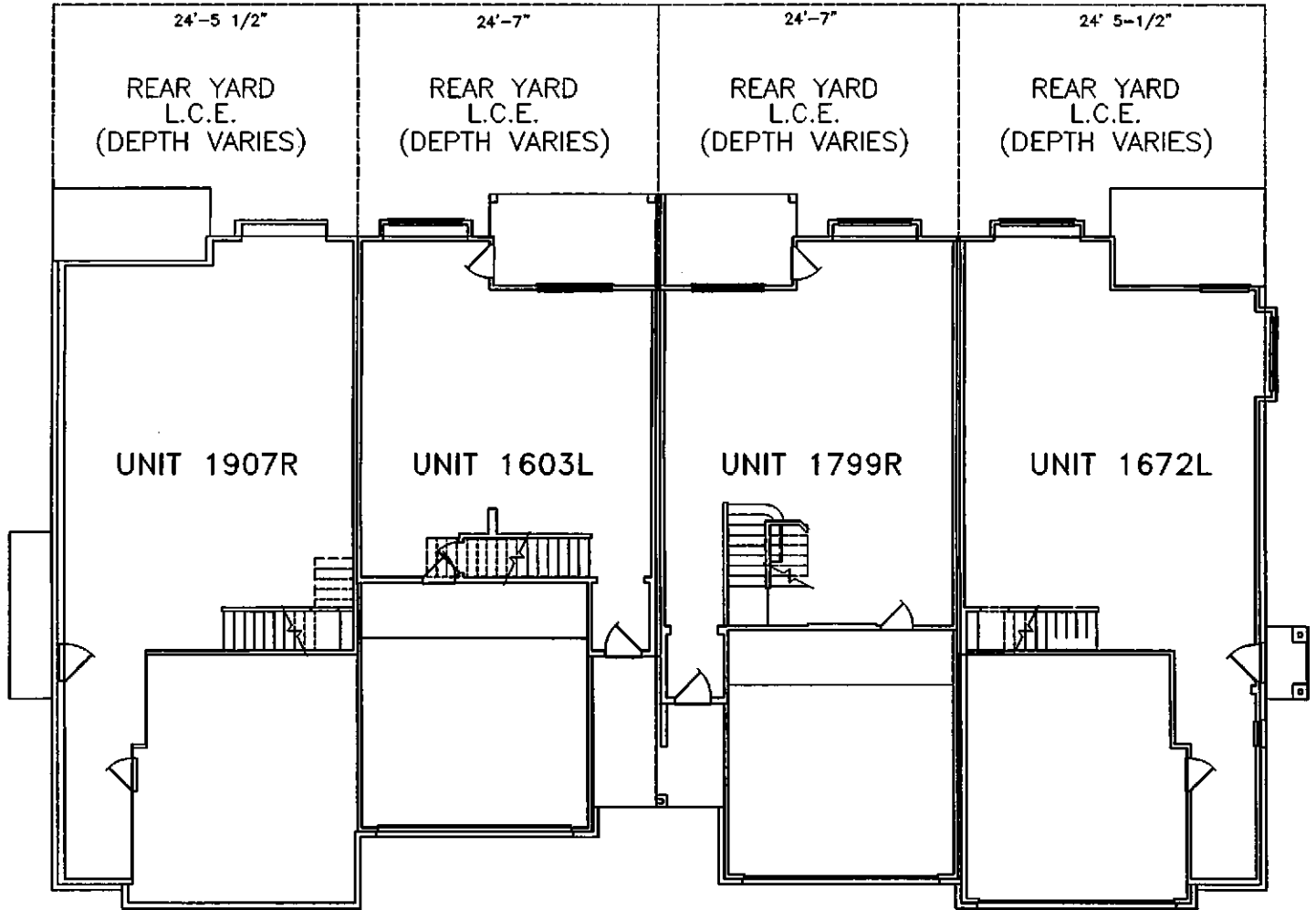
d DANZE & DAVIS ARCHITECTS, INC.
4701 Spicewood Springs Rd., Suite 200, Austin, Texas 78759
512/343-0714 512/343-0718 (Fax) www.danze-davis.com

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ron-baseline@austin.rr.com

File: S:\Proj\Parmer Village Townhomes\Draw\BLS Base Parmer Village Townhomes	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 06/04/13	Checked By: JSL
Drawn By: RLW	

SHEET
21 of 34

PARMER VILLAGE TOWNHOME CONDOMINIUMS



FOUR-PLEX BUILDING 6980L UNIT LAYOUT

THIS UNIT LAYOUT CONFIGURATION ASSIGNED TO BUILDING 28

DEPICTION OF UNITS IS FOR POSITIONAL RELEVANCE ONLY.
SEE SHEETS 24-28 FOR UNIT PLANS WITH DIMENSIONS.

"ATTACHMENT 1"



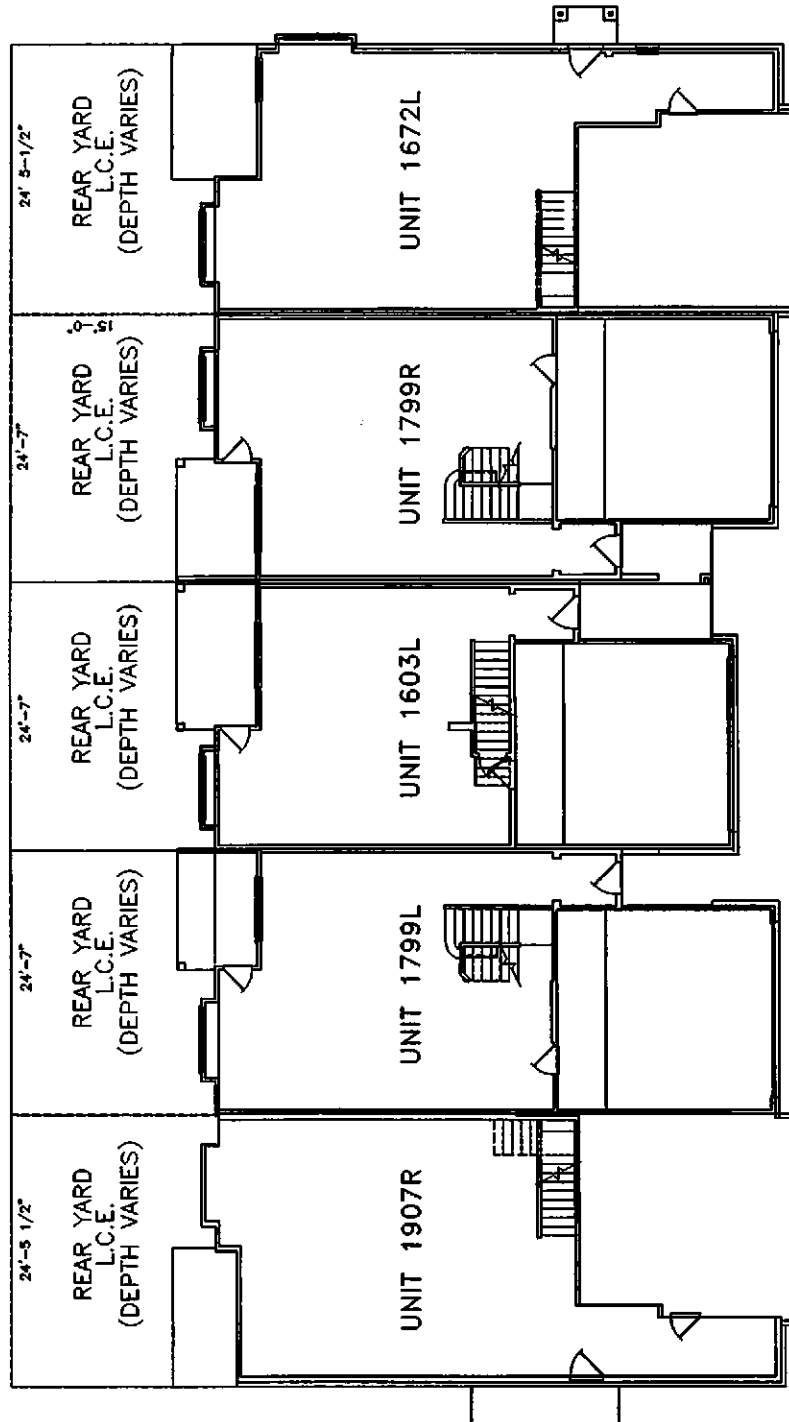
DANZE & DAVIS ARCHITECTS, INC.
4701 Spicewood Springs Rd., Suite 200, Austin, Texas 78759
512/343-0714 512/343-0718 (Fax) www.danze-davis.com

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OFFICE: 512.374.9722 FAX: 512.873.9743
ron-baseline@auslin.rr.com

File: S:\Proj\Parmer Village Townhomes\Dwg\BLS Base Parmer Village Townhomes	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 06/04/13	Checked By: JSL Drawn By: RLW

SHEET
22 of 34

PARMER VILLAGE TOWNHOME CONDOMINIUMS



FIVE-PLEX BUILDING 8780L UNIT LAYOUT

THIS UNIT LAYOUT CONFIGURATION IS NOT YET ASSIGNED
DEPICTION OF UNITS IS FOR POSITIONAL RELEVANCE ONLY.
SEE SHEETS 24-28 FOR UNIT PLANS WITH DIMENSIONS.

"ATTACHMENT 1"



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512/343-0714 512/343-0718 (Fax) www.danze-davis.com

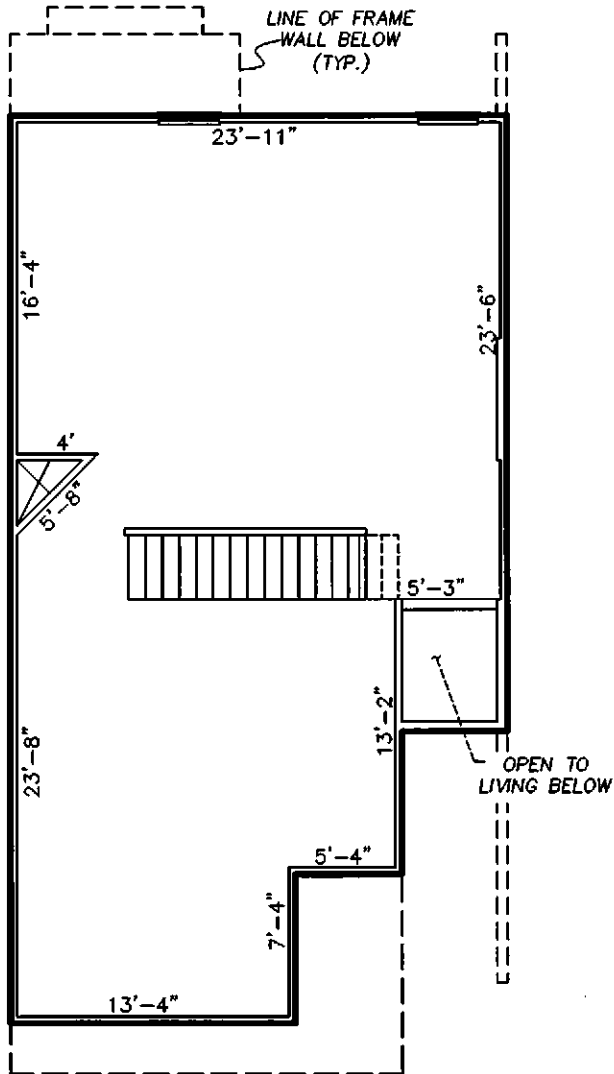
BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78757
OFFICE: 512.374.9722 FAX: 512.873.9743
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File: S:\Prof\Parmer Village Townhomes\Dwg\BLS Base Parmer Village Townhomes	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 06/04/13	Checked By: JSL Drawn By: RLW

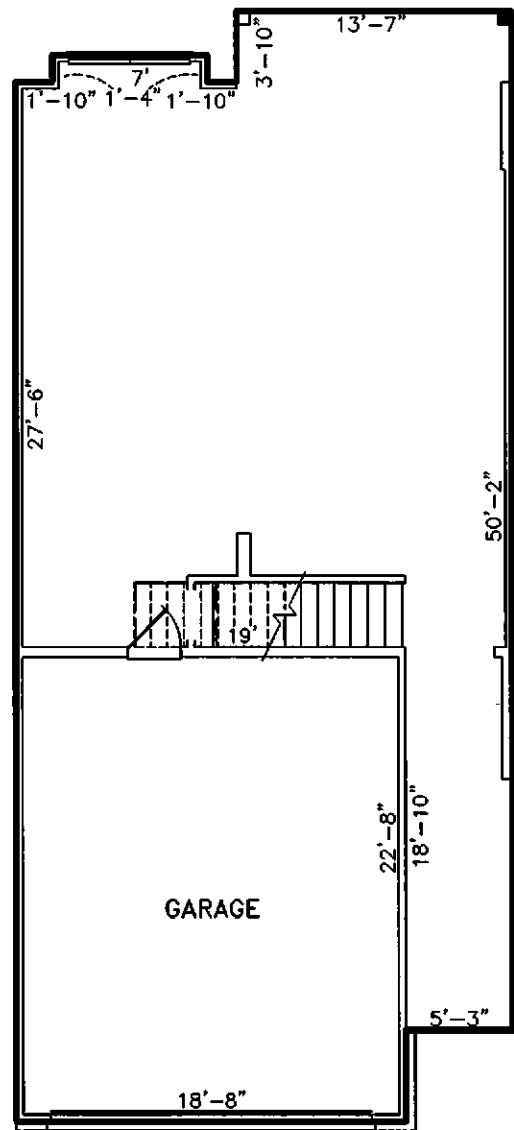
SHEET
23 of 34

PARMER VILLAGE TOWNHOME CONDOMINIUMS

UNIT PLAN 1603L



SECOND FLOOR PLAN



FIRST FLOOR PLAN

"ATTACHMENT 1"

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 4701 Spicewood Springs Rd., Suite 200, Austin, Texas 78759
 512/343-0714 512/343-0718 (Fax) www.danze-davis.com

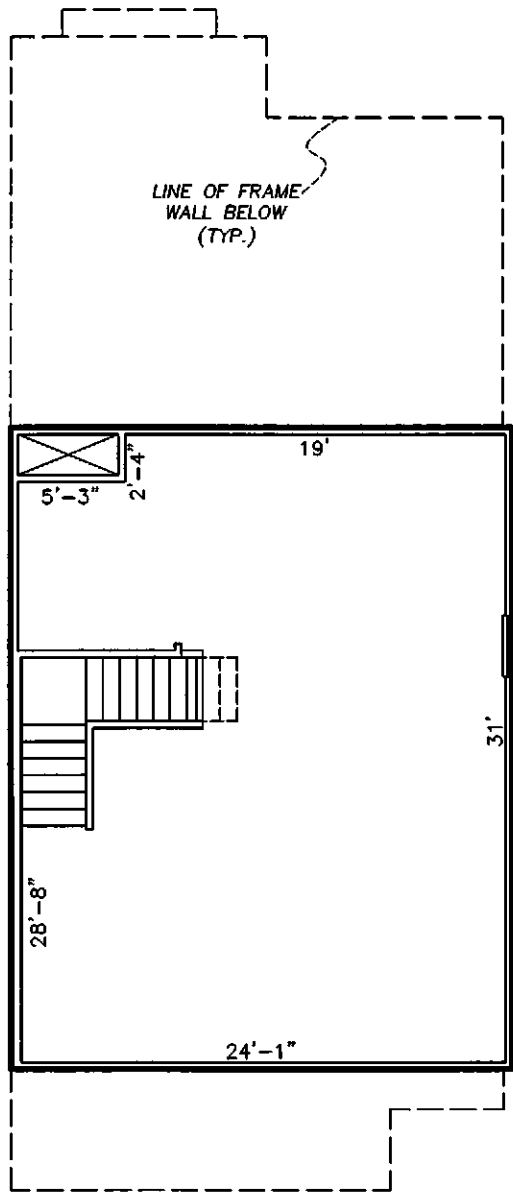
BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE
 AUSTIN, TEXAS 78757
 OFFICE: 512.374.9722 FAX: 512.873.9743
 ron-baseline@austin.tx.com

File: S:\Proj\Parmer Village Townhomes\Draw\BLS Base Parmer Village Townhomes	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 06/04/13	Checked By: JSL Drawn By: RLW

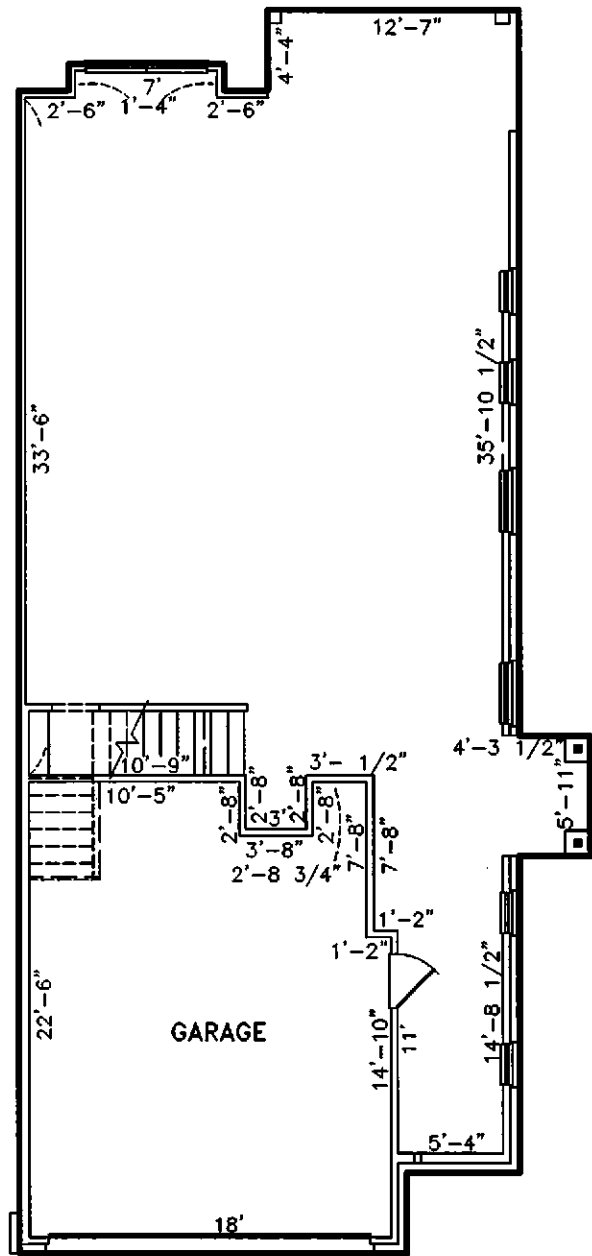
SHEET
24 of 34

PARMER VILLAGE TOWNHOME CONDOMINIUMS

UNIT PLAN 1672L



SECOND FLOOR PLAN



FIRST FLOOR PLAN

"ATTACHMENT 1"

d DANZE & DAVIS ARCHITECTS, INC.
 4701 Spicewood Springs Rd., Suite 200, Austin, Texas 78759
 512/343-0714 512/343-0718 (Fax) www.danze-davis.com

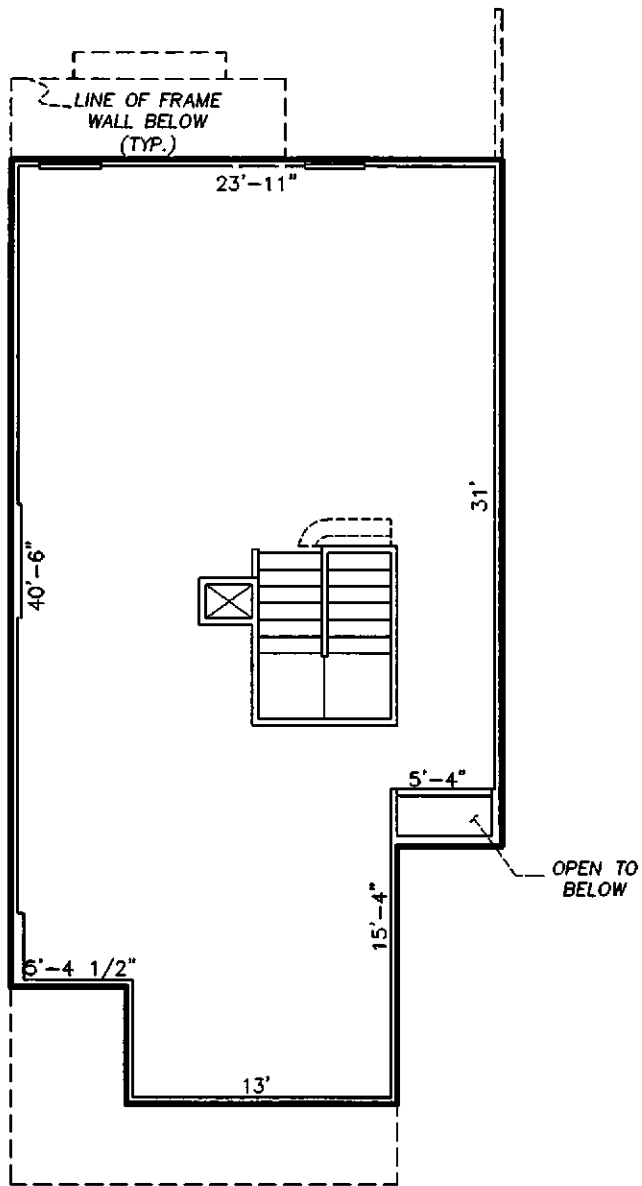
BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE
 AUSTIN, TEXAS 78757
 OFFICE: 512.374.9722 FAX: 512.873.9743
 ron-baseline@austin.tx.com

File: S:\Prof\Parmer Village Townhomes\Draw\BLS Base Parmer Village Townhomes	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 08/04/13	Checked By: JSL Drawn By: RLW

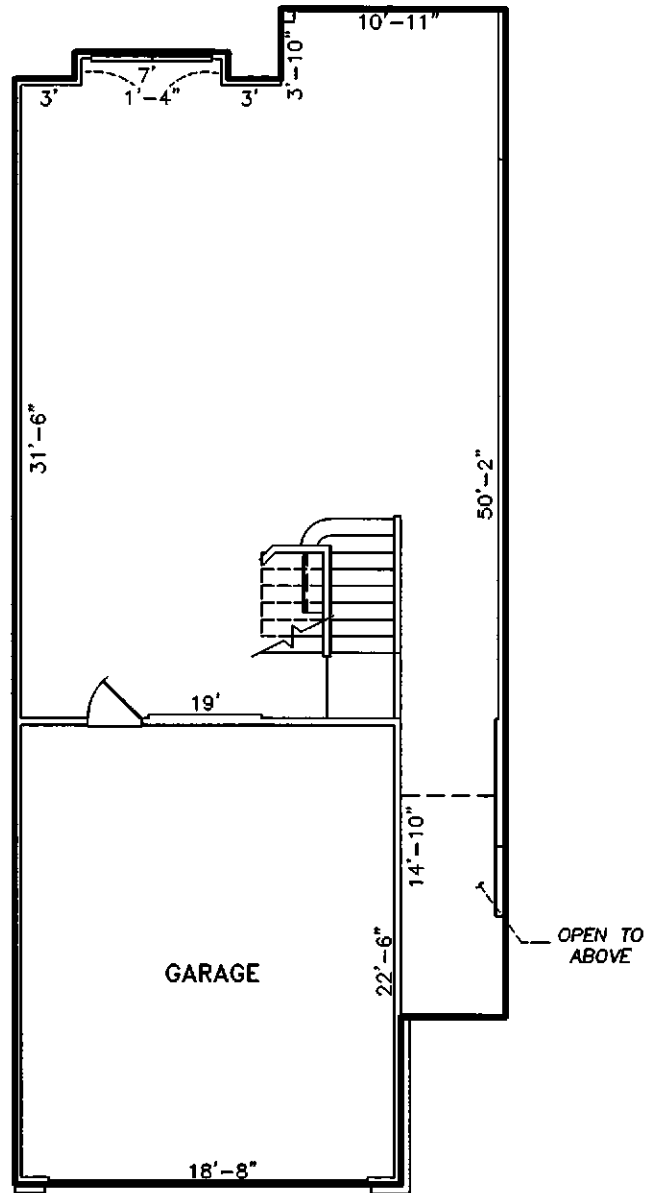
SHEET
25 of 34

PARMER VILLAGE TOWNHOME CONDOMINIUMS

UNIT PLAN 1799L



SECOND FLOOR PLAN



FIRST FLOOR PLAN

"ATTACHMENT 1"



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 512/343-0714 512/343-0718 (Fax) www.danze-davis.com

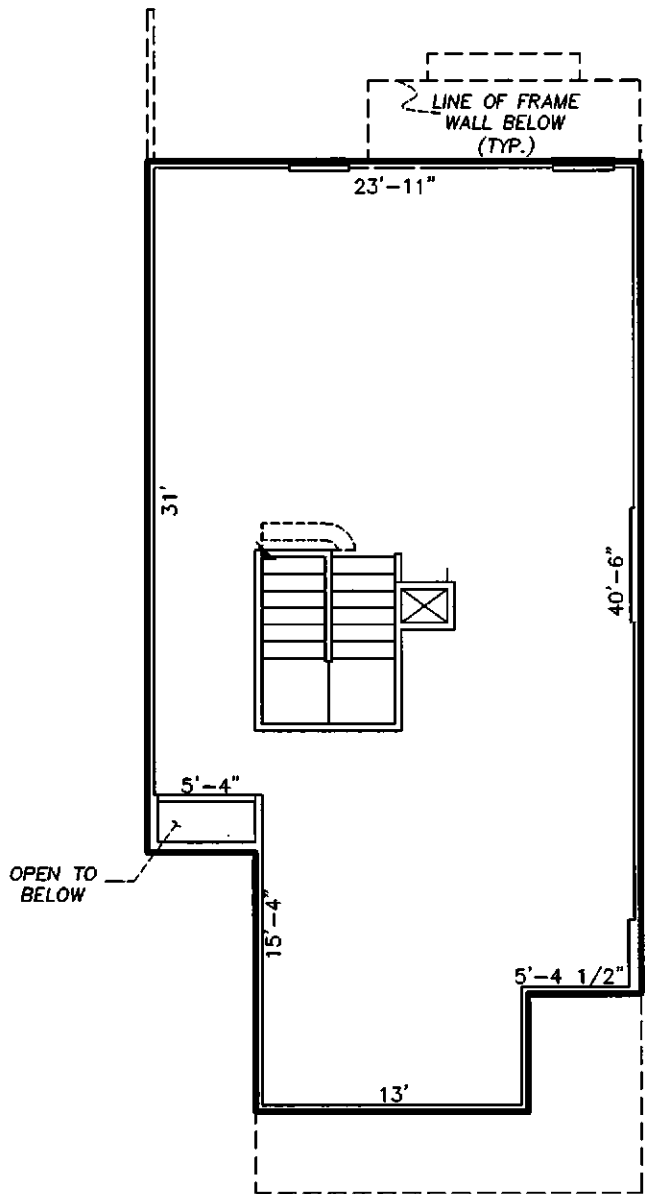
BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE
 AUSTIN, TEXAS 78757
 OFFICE: 512.374.9722 FAX: 512.873.9743
 ron-baseline@austin.rr.com

File: S:\Prof\Parmer Village Townhomes\Dry\RLS Base Parmer Village Townhomes	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
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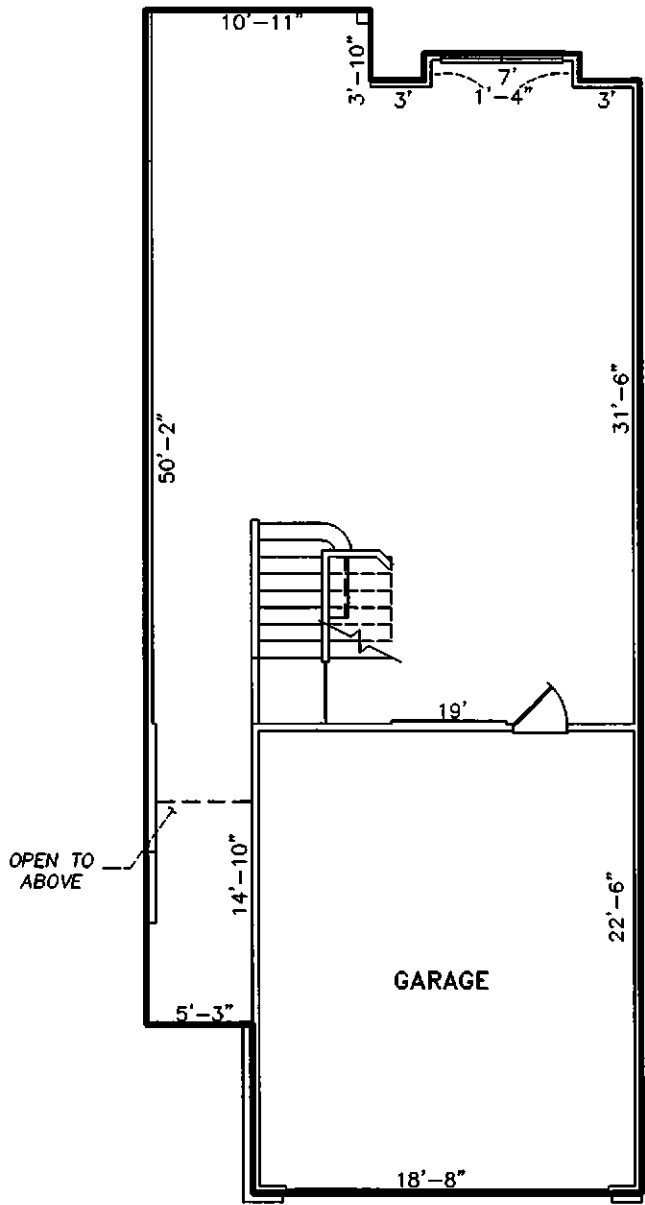
SHEET
26 of 34

PARMER VILLAGE TOWNHOME CONDOMINIUMS

UNIT PLAN 1799R



SECOND FLOOR PLAN



FIRST FLOOR PLAN

"ATTACHMENT 1"

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 4701 Spicewood Springs Rd., Suite 200, Austin, Texas 78759
 512/343-0714 512/343-0718 (Fax) www.danze-davis.com

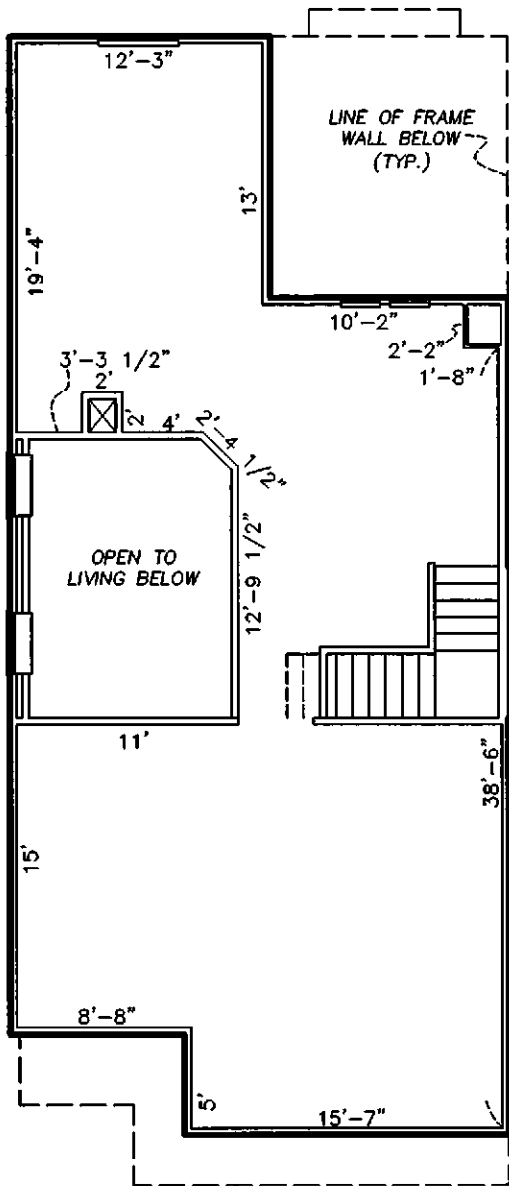
BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE
 AUSTIN, TEXAS 78757
 OFFICE: 512.374.9722 FAX: 512.873.9743
 ron-baseline@austin.rr.com

File: S:\Prof\Parmer Village Townhomes\Draw\BLS Base Parmer Village Townhomes	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 06/04/13	Checked By: JSL Drawn By: RLW

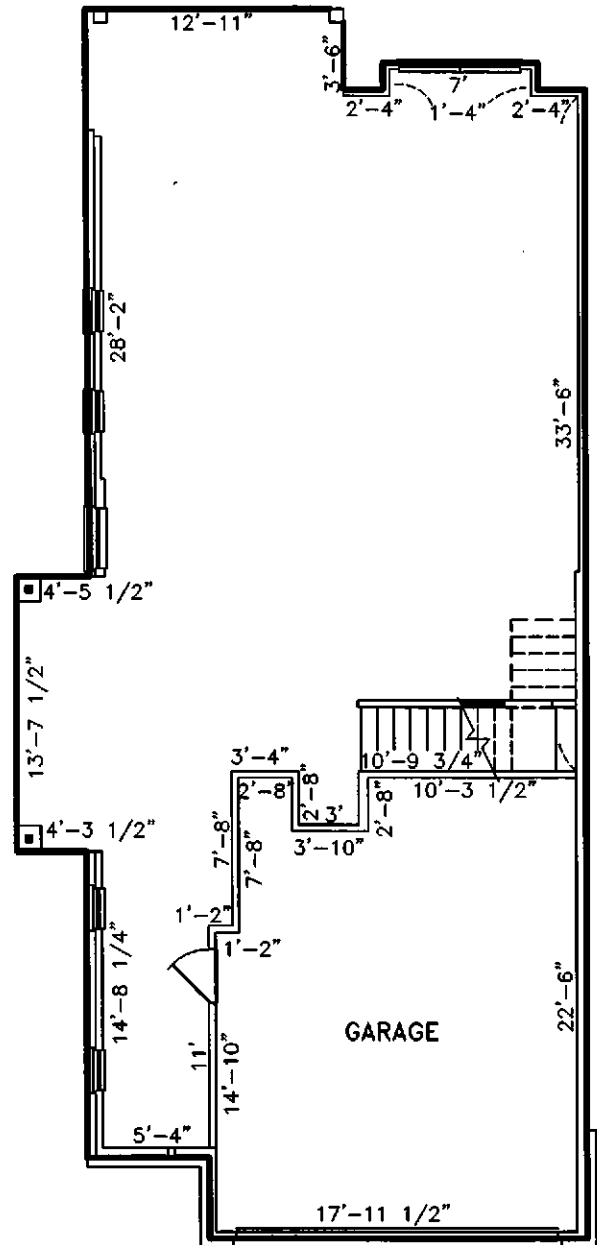
SHEET
27 of 34

PARMER VILLAGE TOWNHOME CONDOMINIUMS

UNIT PLAN 1907R



SECOND FLOOR PLAN



FIRST FLOOR PLAN

"ATTACHMENT 1"



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 4701 Spicewood Springs Rd., Suite 200, Austin, Texas 78759
 512/343-0714 512/343-0718 (Fax) www.danze-davis.com

BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES

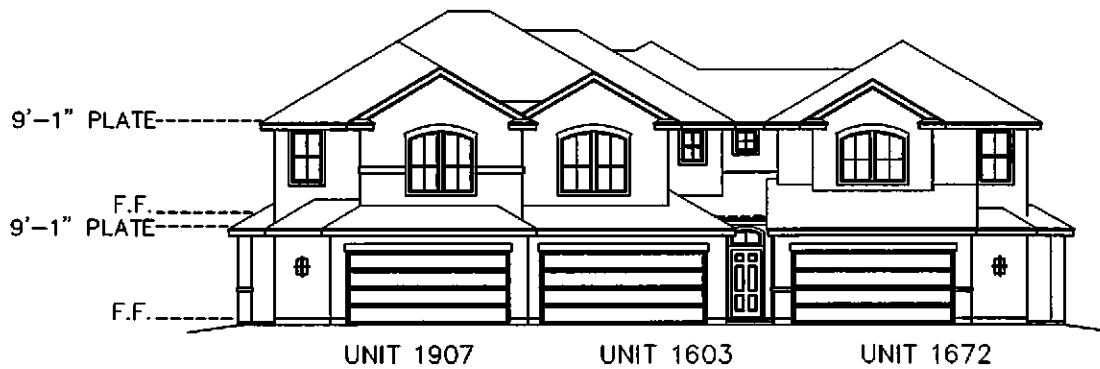
8333 CROSS PARK DRIVE
 AUSTIN, TEXAS 78757

OFFICE: 512.374.9722 FAX: 512.873.9743
 ron-baseline@austin.rr.com

File: S:\Proj\Parmer Village Townhomes\Draw\BLS Base Parmer Village Townhomes	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 06/04/13	Checked By: JSL Drawn By: RLW

SHEET
 28 of 34

PARMER VILLAGE TOWNHOME CONDOMINIUMS



**THREE-PLEX BUILDING 5182L
FRONT ELEVATION**



**THREE-PLEX BUILDING 5182L
REAR ELEVATION**

THIS BUILDING TYPE ASSIGNED TO BUILDING 27

"ATTACHMENT 1"



DANZE & DAVIS ARCHITECTS, INC.
4701 Spicewood Springs Rd., Suite 200, Austin, Texas 78759
512/343-0714 512/343-0718 (Fax) www.danze-davis.com

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AUSTIN, TEXAS 78757
OFFICE: 512.374.9722 FAX: 512.873.9743
ron-baseline@austin.rr.com

File: S:\Proj\Parmer Village Townhomes\Dwg\BLS Base Parmer Village Townhomes	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 06/04/15	Checked By: JSL
	Drawn By: RLW

SHEET
29 of 34

PARMER VILLAGE TOWNHOME CONDOMINIUMS



**THREE-PLEX BUILDING 5182L
LEFT ELEVATION**



**THREE-PLEX BUILDING 5182L
RIGHT ELEVATION**

THIS BUILDING TYPE ASSIGNED TO BUILDING 27

"ATTACHMENT 1"



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File: S:\Proj\Parmer Village Townhomes\Draw\BLS Base Parmer Village Townhomes

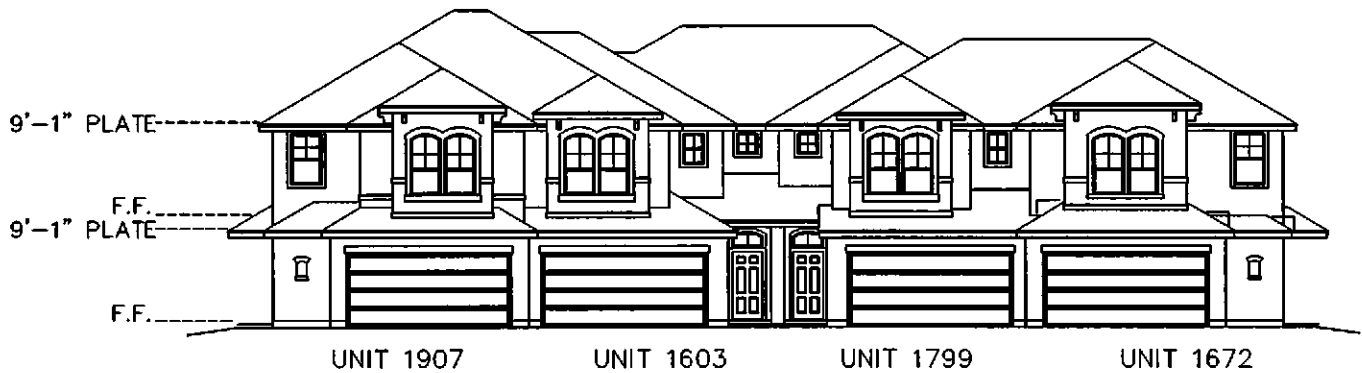
Job No. Snapshot:

Scale (Hor.): Scale (Vert.):

Date: 06/04/13 Checked By: JSL Drawn By: RLW

**SHEET
30 of 34**

PARMER VILLAGE TOWNHOME CONDOMINIUMS



**FOUR-PLEX BUILDING 6980L
FRONT ELEVATION**



**FOUR-PLEX BUILDING 6980L
REAR ELEVATION**

THIS BUILDING TYPE ASSIGNED TO BUILDING 28

"ATTACHMENT 1"



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ron-baseline@austin.rr.com

File: S:\Proj\Parmer Village Townhomes\Draw\BLS Base Parmer Village Townhomes	Snapshot:
Job No.	Scale (Vert.):
Scale (Hor.):	Date: 06/04/13
Checked By: JSL	Drawn By: RLW

**SHEET
31 of 34**

PARMER VILLAGE TOWNHOME CONDOMINIUMS



**BUILDING FOUR-PLEX 6980L
LEFT ELEVATION**



**BUILDING FOUR-PLEX 6980L
RIGHT ELEVATION**

THIS BUILDING TYPE ASSIGNED TO BUILDING 28

"ATTACHMENT 1"



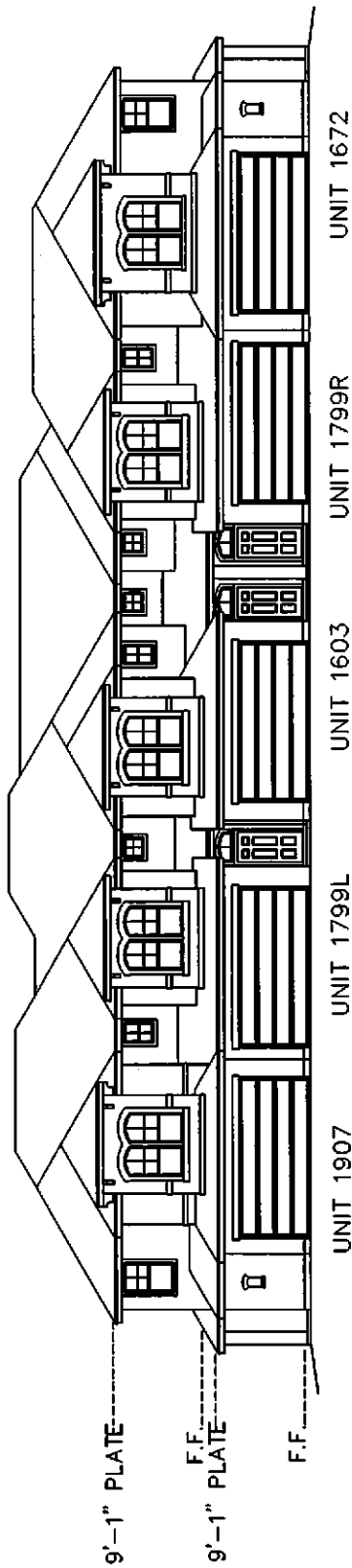
DANZE & DAVIS ARCHITECTS, INC.
4701 Spicewood Springs Rd., Suite 200, Austin, Texas 78759
512/343-0714 512/343-0718 (Fax) www.danze-davis.com

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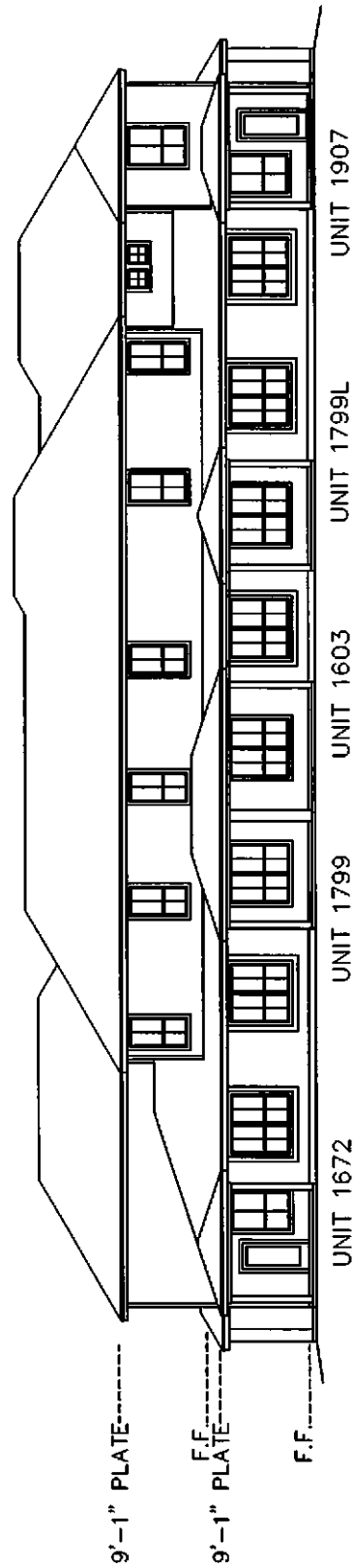
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Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 06/04/13	Checked By: JSL Drawn By: RLW

**SHEET
32 of 34**

PARMER VILLAGE TOWNHOME CONDOMINIUMS



**FIVE-PLEX BUILDING 8780L
FRONT ELEVATION**



**FIVE-PLEX BUILDING 8780L
REAR ELEVATION**

THIS BUILDING TYPE IS NOT YET ASSIGNED

"ATTACHMENT 1"

d DANZE & DAVIS ARCHITECTS, INC.
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512/343-0714 512/343-0718 (Fax) www.danze-davis.com

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Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 06/04/13	Checked By: JSL Drawn By: RLW

SHEET
33 of 34

PARMER VILLAGE TOWNHOME CONDOMINIUMS



**FIVE-PLEX BUILDING 8780L
LEFT ELEVATION**



**FIVE-PLEX BUILDING 8780L
RIGHT ELEVATION**

THIS BUILDING TYPE IS NOT YET ASSIGNED

"ATTACHMENT 1"



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File: S:\Prof\Parmer Village Townhomes\Draw\BLS Base Parmer Village Townhomes	
Job No.	Snapshot:
Scale (Hor.):	Scale (Vert.):
Date: 06/04/13	Checked By: JSL Drawn By: RLW

SHEET
34 of 34

FEE \$51.36		TAX CERTIFICATE		REMIT CERT FEE TO:	
		DATA TRACE		DATATRACE	
		10920 W. SAM HOUSTON PKWY N. SUITE 400		P.O. BOX 731206	
		HOUSTON, TX 77064		DALLAS, TX 75373-1206	
		800-869-8660 FAX 866-646-1330			
CUST: HERITAGE TITLE COMPANY		BRANCH: DT			
ORDER: BRIARWICK CLOSER: RA DR.		ORDER TYPE: A		SUBTYPE: R	
				DATE: 10/24/2013	

CAD ACCOUNT NUMBER SUMMARY

R-404117

SUMMARY OF ALL ACCOUNT(S)

	SUMMARY OF CURRENT YEAR		SUMMARY OF ALL TAXES DUE	
	TAX YEAR	BASE TAX	DUE 10/13	DUE 11/13
WILLIAMSON COUNTY	2013	4,420.32	4,420.32	4,420.32
CITY OF AUSTIN	2013	4,543.89	4,543.89	4,543.89
ISD - ROUND ROCK	2013	12,359.89	12,359.89	12,359.89
AUSTIN COMMUNITY COLLEGE	2013	857.80	857.80	857.80
UPPER BRUSHY CREEK WCID	2013	180.78	180.78	180.78
TOTAL TAX		22,362.68	22,362.68	22,362.68

***** COMMENTS ***** CAUTION ***** READ BEFORE CLOSING *****

CAD# R-404117	- NO AG EXEMPTION FOUND ON ACCOUNT FOR TAX YEARS 2006-2010.
WILLIAMSON COUNTY	- RATE INCLUDES COUNTY (.449029) FARM/ROAD (.040)
CITY OF AUSTIN	- EXEMPTS: HS-0; O65-51,000; DIS-51,000
AUSTIN COMMUNITY COLLEGE	- EXEMPTS: HS-5,000/1%; O65-115,000; DIS-115,000 ND ELECTION ADDED AUSTIN COMMUNITY COLLEGE TOROU ND ROCK AREA FOR 2009
UPPER BRUSHY CREEK WCID	- BONDS APPROVED:0 / BONDS ISSUED: 0 BOND INFORMATION UPDATED 04-17-2013

CAD# R-404117	CAU GWM J01 SRR W09
DESC JEFFERSON CENTER SUB, BLOCK A, LOT 2, ACRES 16.275 ABST/SUB ID S7515	HE6/J01
ACREAGE 16.275	
SITUS BRIARWICK DR CAU	DEED 2010 045656
MAIL 10700 PECAN PARK BLVD FOURTH FLOOR # AUSTIN TX 78750-1227	
ASSESSED OWNER(S)	2013 ASSESSED VALUES
CONTINENTAL HOMES OF TEXAS LP	LAND 903,897
	IMPROVEMENT 0
	TOTAL VALUE 903,897
ASSESSED AS LAND ONLY	

TAX ENTITY INFORMATION

WILLIAMSON COUNTY	PAYMENTS AS OF	10/08/2013
904 S MAIN ST GEORGETOWN TX 78626	13 TAX RATE	0.4890290
PHONE 512-943-1603	W/O EXEMPT	4,420.32

EXEMPTIONS NONE

YR	BASE TAX	BASE DUE	DUE 10/13	DUE 11/13
13	4,420.32	4,420.32	4,420.32	4,420.32
SUBTOTAL	4,420.32	4,420.32	4,420.32	4,420.32

PAGE 2 OF 3

TAX CERTIFICATE			REMIT CERT FEE TO:	
DATA TRACE			DATATRACE	
10920 W. SAM HOUSTON PKWY N. SUITE 400			P.O. BOX 731206	
HOUSTON, TX 77064			DALLAS, TX 75373-1206	
800-869-6660 FAX 866-646-1330				
CUST: HERITAGE TITLE COMPANY		BRANCH: DT		
ORDER: BRIARWICK CLOSER: RA DR.		ORDER TYPE: A		DATE: 10/24/2013
		SUBTYPE: R		

CITY OF AUSTIN		PAYMENTS AS OF			10/08/2013
COLL BY WILLIAMSON COUNTY		13 TAX RATE			0.5027000
PHONE 512-943-1603		W/O EXEMPT			4,543.89
EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 10/13	DUE 11/13
	13	4,543.89	4,543.89	4,543.89	4,543.89
	SUBTOTAL	4,543.89	4,543.89	4,543.89	4,543.89

ISD - ROUND ROCK		PAYMENTS AS OF			10/07/2013
1311 ROUND ROCK AVE ROUND ROCK TX 78681		13 TAX RATE			1.3674000
PHONE 512-464-5120		W/O EXEMPT			12,359.89
EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 10/13	DUE 11/13
	13	12,359.89	12,359.89	12,359.89	12,359.89
	SUBTOTAL	12,359.89	12,359.89	12,359.89	12,359.89

AUSTIN COMMUNITY COLLEGE		PAYMENTS AS OF			10/08/2013
COLL BY WILLIAMSON COUNTY		13 TAX RATE			0.0949000
PHONE 512-943-1603		W/O EXEMPT			857.80
EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 10/13	DUE 11/13
	13	857.80	857.80	857.80	857.80
	SUBTOTAL	857.80	857.80	857.80	857.80

UPPER BRUSHY CREEK WCID		PAYMENTS AS OF			10/08/2013
COLL BY WILLIAMSON COUNTY		13 TAX RATE			0.0200000
PHONE 512-943-1603		W/O EXEMPT			180.78
EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 10/13	DUE 11/13
	13	180.78	180.78	180.78	180.78
	SUBTOTAL	180.78	180.78	180.78	180.78

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). **DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY.** Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

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PAGE 3 OF 3

HOA CERTIFICATE DATA TRACE 10920 W. SAM HOUSTON PKWY N. SUITE 400 HOUSTON, TX 77064 800-869-6660 FAX 866-646-1330		REMIT CERT FEE TO: DATATRACE P.O. BOX 731206 DALLAS, TX 75373-1206
CUST: HERITAGE TITLE COMPANY ORDER: BRIARWICK CLOSER: RA DR.	BRANCH: DT ORDER TYPE: A	SUBTYPE: R DATE: 10/24/2013

SELLER CONTINENTAL HOMES OF TEXA

BUYER

COUNTY WILLIAMSON

SUBD NAME / BLK JEFFERSON CENTER

NO HOA FOUND FOR JEFFERSON CENTER

*** OUR RESEARCH DOES NOT INDICATE THE EXISTENCE OF AN ***

*** HOA. PLEASE VERIFY WITH YOUR TITLE REPORT. IF AN ***

*** HOA IS KNOWN, PLEASE CONTACT DATA TRACE ***

SUMMARY OF ACCOUNT R-404117

DESC	JEFFERSON CENTER SUB, BLOCK A, LOT 2, ACRES 16.275 ABST/SUB ID S7515
SITUS	BRIARWICK DR CAU

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This HOA Certificate does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this HOA Certificate to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this HOA Certificate; (b) cover any changes made to the records of the association or other assessment authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid assessment information shown on the records of the association or other assessment authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS HOA CERTIFICATE OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a HOA Certificate is required to activate a Data Trace Customer Warranty.

ATTACHMENT 2

[ENCUMBRANCES]

1. Cabinet T, Slide 107 of the Plat Records and Document Nos. 2000069760, 2007025731 and 2011023221 of the Official Public Records all of Williamson County, Texas.
2. Gas line and public utility easement granted to Lone Star Gas Company by instrument dated July 25, 1984, recorded in Volume 1059, Page 744 of the Official Records of Williamson County, Texas.
3. Terms, provisions and conditions set out in that certain Agreement Establishing Wastewater Services Commitment dated March 14, 1982, recorded in Volume 897, Page(s) 601 of the Deed Records of Williamson County, Texas.
4. Terms, provisions and conditions set out in that certain Boundary Line and Fence Agreement dated November 30, 1998, recorded under Document No. 9902215 of the Official Records of Williamson County, Texas as modified by Termination of License dated October 31, 2000 and recorded in Document No. 2000074090 in the Official Public Records of Williamson County, Texas.
5. A 40 foot wide water and wastewater easement granted to City of Austin by instrument dated August 31, 1984, recorded in Volume 1069, Page 541 of the Official Records of Williamson County, Texas.
6. A 15 foot wide water and wastewater easement granted to City of Austin, by instrument dated August 31, 1984, recorded in Volume 1069, Page 546 of the Official Records of Williamson County, Texas.
7. A 50 foot wide electric and telephone lines and systems easement granted to City of Austin by instrument dated October 8, 1984, recorded in Volume 1108, Page 783 of the Official Records of Williamson County, Texas.
8. A 50 foot wide electric and telephone lines and systems easement granted to City of Austin by instrument dated November 30, 1984, recorded in Volume 1108, Page 801 of the Official Records of Williamson County, Texas.
9. A 5 foot wide electric and telephone lines and systems easement granted to the City of Austin by instrument dated November 30, 1984, recorded in Volume 1108, Page 803 of the Official Records of Williamson County, Texas.

10. Terms, provisions and conditions set out in that certain Multi-Service Contract dated February 2, 1982, recorded in Volume 866, Page 523 of the Deed Records of Williamson County, Texas.
11. Terms and provisions contained in that certain Memorandum of Deferred Payment Obligation between Jefferson Lake Creek, L.P., a Texas limited partnership, and Continental Homes of Texas, L.P., a Texas limited partnership dated as of November 19, 1999 and recorded under Document No. 199979166 of the Official Public Records of Williamson County, Texas. Consent and Waiver of Lighting Setback dated March 2, 2011, recorded under Document No. 2011015184 of the Official Public Records of Travis County, Texas.
12. The terms, conditions and stipulations set out in that certain Notice Concerning Construction of Subdivision Improvements dated September 12, 2000, recorded under Document No. 2000068797 of the Official Public Records of Williamson County, Texas.
13. The rights of Upper Brushy Creek Water Control and Improvement District to levy taxes and issue bonds.
14. The rights of Springwoods Municipal Utility District to levy taxes and issue bonds.
15. Water and wastewater easement granted to the City of Austin by instrument dated October 31, 2000, recorded under Document No. 2000074081 of the Official Public Records of Williamson County, Texas.
16. Water and wastewater easement granted to the City of Austin by instrument dated October 31, 2000, recorded under Document No. 2000074082 of the Official Records of Williamson County, Texas.
17. Terms, conditions and stipulations of that certain Edwards Aquifer Protection Plan approved August 7, 2000, as evidenced by Affidavit recorded in Document No. 2000074083 of the Official Public Records of Williamson County, Texas.
18. Electric easement (blanket) granted to the City of Austin by instrument dated October 31, 2000, recorded under Document No. 2000074095 of the Official Public Records of Williamson County, Texas.
19. Electric easement (blanket) granted to the City of Austin by instrument dated October 31, 2000, recorded under Document No. 2000074096 of the Official Public Records of Williamson County, Texas.

20. The terms, conditions and stipulations set out in that certain Sign Easement Agreement dated October 31, 2000, recorded under Document No. 2000074102 of the Official Records of Williamson County, Texas.
21. The terms, conditions and stipulations set out in that certain Easement Agreement dated October 31, 2000, recorded under Document No. 2000074099 of the Official Public Records of Williamson County, Texas. Partially released by instrument recorded under Document No. 2007025735 of the Official Public Records of Williamson County, Texas.
22. Terms, conditions and stipulations contained in that certain Easement Agreement dated October 31, 2000, recorded under Document No. 2001004130 of the Official Public Records of Williamson County, Texas.
23. Terms, conditions and stipulations contained in that certain Drainage Easement dated October 31, 2000, recorded under Document No. 2001004131 of the Official Public Records of Williamson County, Texas.
24. Terms, conditions and stipulations contained in that certain Water/Wastewater Easement dated October 31, 2000, recorded under Document No. 2001004132 of the Official Public Records of Williamson County, Texas.
25. Terms, conditions and stipulations contained in that certain Drainage Easement dated October 31, 2000, recorded under Document No. 2001004133 of the Official Public Records of Williamson County, Texas.
26. Terms, conditions and stipulations contained in that certain Water/Wastewater Easement dated October 31, 2000, recorded under Document No. 2001004134 of the Official Public Records of Williamson County, Texas.
27. Terms, conditions and stipulations contained in that certain Storm Sewer Easement dated October 31, 2000, recorded under Document No. 2001004135 of the Official Public Records of Williamson County, Texas.
29. Terms, conditions and stipulations contained in that certain Sign Easement Agreement dated March 10, 2006, recorded under Document No. 2006019575 of the Official Public Records of Williamson County, Texas.
30. Terms, conditions and stipulations contained in that certain Access Easement Agreement - Lot 2 dated March 10, 2006, recorded under Document No. 2006019576 of the Official Public Records of Williamson County, Texas.

31. All easements and other matters shown/stated on the plats recorded in Cabinet M, Slide 135, Cabinet U, Slide 380 and Cabinet Y, Slide 158 of the Plat Records of Williamson County, Texas.
32. All easements and other matters shown/stated on the plats recorded in Cabinet T, Slide 107 and Cabinet CC, Slide 333 of the Plat Records of Williamson County, Texas.
33. The terms, conditions and stipulations set out in that certain Access Easement Agreement dated October 31, 2000, recorded under Document No. 2000074101 of the Official Public Records of Williamson County, Texas, as affected by Amended and Restated Access Easement Agreement dated March 29, 2007, recorded under Document No. 2007025731 of the Official Public Records of Williamson County, Texas.
34. The terms, conditions and stipulations set out in that certain Pond Maintenance Agreement dated March 29, 2007, recorded under Document No. 2007025733 of the Official Public Records of Williamson County, Texas.
35. Drainage easement granted to North Austin Municipal Utility District No. 1, by instrument dated December 9, 1987, recorded in Volume 1613, Page 358 of the Official Records of Williamson County, Texas.
36. Water easement granted to the City of Austin, by instrument dated July 11, 2011, recorded under Document No. 2011046023 of the Official Public Records of Williamson County, Texas.
37. Shared Amenities and Cost Sharing Agreement recorded under Document No. 2013036446 Official Public Records of Williamson County, Texas.

ATTACHMENT 3

COMMON INTEREST ALLOCATION

The Common Interest Allocation and percentage of liability for common expenses for each Unit is 1/7. Each Unit is allocated one (1) vote.

THE COMMON INTEREST ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL DECREASE IF ADDITIONAL UNITS ARE CREATED AND ADDED TO THE REGIME BY THE DECLARANT.

ATTACHMENT 4

MAINTENANCE RESPONSIBILITY CHART

"All aspects" includes maintenance, repair, and replacement, as needed.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Fences, screening walls, and retaining walls around perimeter of property.	All aspects.	None.
Exterior Lighting.	All aspects serving more than 1 Unit, none for those serving an individual Unit.	All aspects serving only that Owner's Unit.
Sidewalks.	All aspects.	None.
Mailboxes & exterior street addresses or Unit numbers.	All aspects.	None.
Roofs and roof facilities.	All aspects.	None.
Exterior Building components.	All aspects.	None.
Unit Foundation.	All aspects.	None.
Unit interior, including improvements, fixtures, partition walls and floors within Unit.	None.	All aspects.
Sheetrock within Unit & treatments on walls.	None.	All aspects.
Exterior Unit doors.	None.	All aspects.
Glass in Windows and exterior doors.	None.	All aspects.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Water, wastewater, electrical lines & systems (excluding irrigation).	All aspects of common lines & systems serving more than 1 Unit, none for those serving an individual Unit.	All aspects of lines, pipes, fixtures, and appliances serving only that Owner's Unit.
Irrigation System	All aspects	None.
HVAC System	None.	All aspects.
Intrusion alarms smoke/heat detectors, monitoring equipment.	None.	All aspects.
Yard LCE	Limited to the Landscape Services only.	All other maintenance with the exception of Landscape Services.

NOTE 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.

NOTE 2: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the Owner.

NOTE 3: Set forth above is a summary of the maintenance obligations imposed upon the Association and the Owners generally as described more fully in this Declaration. Please note that the information set forth in this Attachment 4 is a summary **only** and is not intended to modify any of the provisions of this Declaration. Accordingly, in the event of a conflict between the summary set forth in this Attachment 4 and any provision set forth in the Declaration above, the provision set forth in the Declaration above will control.

ATTACHMENT 5

GUIDE TO THE ASSOCIATION'S EXAMINATION OF COMMON ELEMENTS

This Guide provides information to assist the Board in conducting an annual examination of the Common Elements for the purpose maintaining replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements maintained by the Association. The examination is required by Section 9.4 of the Declaration and is a necessary prerequisite to establishing sufficient reserves. Additional information on conducting the examination may be obtained from the Community Associations Institute and their publication, *The National Reserve Study Standards of the Community Associations Institute*. See www.caionline.org. In addition, the Community Associations Institute provides certification for qualified preparers of reserve studies, known as a "Reserve Professionals Designation" (R.S.). Neither this Declaration or current law requires that the Board engage an individual holding a Reserve Professional Designation for the purpose of conducting the annual examination of the Common Elements. Because laws and practices change over time, the Board should not use this Guide without taking into account applicable changes in law and practice.

Developing a Plan

In developing a plan, the age and condition of Common Elements maintained by the Association must be considered. The possibility that new types of material, equipment, or maintenance processes associated with the repair and/or maintenance of Common Elements should also be taken into account. The individual or company who prepares the examination calculates a suggested annual funding amount and, in doing so, may consider such factors as which components are included, estimated replacement costs of the components, useful lives of the components, inflation, and interest on reserve account balances or other earnings rates. Annual contributions to the replacement fund from annual assessments are based on this examination or reserve study. A reserve study generally includes the following:

- Identification and analysis of each major component of Common Elements maintained by the Association
- Estimates of the remaining useful lives of the components
- Estimates of the costs of replacements or repairs
- A cash flow projection showing anticipated changes in expenditures and contributions over a time period generally ranging between 20 and 30 years
- The "Funding Goal" which is generally one of the following:
 - Component Full Funding: Attaining, over a period of time, and maintaining, once the initial goal is achieved, a cumulative reserve

account cash balance necessary to discharge anticipated expenditures at or near 100 percent; or

- **Threshold Funding:** Maintaining the reserve account cash balance above a specified dollar or percent funded amount.

Note that Threshold Funding will increase the likelihood that special assessments will be required to fund major repairs and replacements. For example, one study has shown that a Threshold Funding goal of 40 to 50% results in an 11.2% chance that the Association will be unable to fund repairs and replacement projects in the next funding year. See "Measuring the Adequacy of Reserves", *Common Ground*, July/August 1997. The same study found that Component Full Funding reduces this likelihood to between .09 and 1.4%.

Finding Common Element Component Replacement Information

Common Element component replacement information may be obtained from contractors, suppliers, technical specialists (IT, cable, fiber optics, etc), a "Reserve Study" specialist or from using tables in technical manuals on useful lives of various components. As provided in Section 9.4 of the Declaration, the Board must reevaluate its funding level each year based upon changes to the Common Elements as well as changes to replacement costs and component conditions. The specific components of Common Elements include, but are not limited to, roofing, roads, recreational facilities, and furniture and equipment owned or maintained by the Association. Components covered by maintenance contracts may be excluded if the contracts include maintenance and replacement of the components. The Board must also include within their overall budget a deferred maintenance account for those components requiring periodic maintenance which does not occur annually. Typically, the deferred maintenance account would include such components as painting, staining, and caulking.

ATTACHMENT 6

GUIDE TO ASSOCIATION'S MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS

This Guide lists several of the major management and governance functions of a typical residential development with a mandatory owners association. The Association's Board of Directors may, from time to time, use this Guide to consider what functions, if any, to delegate to one or more managers, managing agents, employees, or volunteers. Because laws and practices change over time, the Association and/or the Board should not use this Guide without taking account of applicable changes in law and practices.

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
<p><u>FINANCIAL MANAGEMENT</u></p> <p>To adopt annual budget and levy assessments, per Declaration.</p> <p>Prepare annual operating budget, periodic operating statements, and year-end statement.</p> <p>Identify components of the property the Association is required to maintain. Estimate remaining useful life of each component. Estimate costs and schedule of major repairs and replacements, and develop replacement reserve schedule. Annually update same.</p> <p>Collect assessments and maintain Association accounts.</p> <p>Pay Association's expenses and taxes.</p> <p>Obtain annual audit and income tax filing.</p> <p>Maintain fidelity bond on whomever handles Association funds.</p> <p>Report annually to members on financial status of Association.</p>		

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
<p><u>PHYSICAL MANAGEMENT</u></p> <p>Inspect, maintain, repair, and replace, as needed, all components of the property for which the Association has maintenance responsibility.</p> <p>Contract for services, as needed to operate or maintain the property.</p> <p>Prepare specifications and call for bids for major projects.</p> <p>Coordinate and supervise work on the property, as warranted.</p>		
<p><u>ADMINISTRATIVE MANAGEMENT</u></p> <p>Receive and respond to correspondence from owners, and assist in resolving owners' problems related to the Association.</p> <p>Conduct hearings with owners to resolve disputes or to enforce the governing documents.</p> <p>Obtain and supervise personnel and/or contracts needed to fulfill Association's functions.</p> <p>Schedule Association meetings and give owners timely notice of same.</p> <p>Schedule board meetings and give directors timely notice of same.</p> <p>Enforce the Documents.</p>		

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
<p>Maintain insurance and bonds as required by the Documents or Applicable Law, or as customary for similar types of property in the same geographic area.</p> <p>Maintain Association books, records, and files.</p> <p>Maintain Association's corporate charter and registered agent & address.</p>		
<p><u>OVERALL FUNCTIONS</u></p> <p>Promote harmonious relationships within the community.</p> <p>Protect and enhance property values in the community.</p> <p>Encourage compliance with Documents and Applicable Law.</p> <p>Act as liaison between the community of owners and governmental, taxing, or regulatory bodies.</p> <p>Protect the Association and the property from loss and damage by lawsuit or otherwise.</p>		

APPENDIX "A"

DECLARANT RESERVATIONS AND REPRESENTATIONS

A.1. General Provisions.

A.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling Declarant-related provisions in this Appendix.

A.1.2. General Reservation and Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other Owner, or the Association, prevent or interfere with the rights contained in this Appendix which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of a conflict between this Appendix "A" and any other Document, this Appendix "A" controls. This Appendix may not be amended without the prior written consent of Declarant. The terms and provisions of this Appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

A.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and Declarant Control Period to ensure a complete and orderly sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees. The "Development Period", as specifically defined in the Section 1.16 of the Declaration, means the fifteen (15) year period beginning on the date this Declaration is Recorded, unless such period is earlier terminated by Declarant's Recordation of a notice of termination. Declarant Control Period is defined in Section 1.14 of the Declaration. Declarant may not use its control of the Association and the Property for an advantage over the Owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with ninety (90) days' written notice.

A.2. Declarant Control Period Reservations. For the benefit and protection of Owners and Mortgagees, and for the purpose of ensuring a complete and orderly build-out and sellout of the Property, Declarant will retain control of the Association, subject to the following:

- A.2.1. Association Budget. During the Declarant Control Period, the Declarant-appointed Board will establish a projected budget for the Property as a fully developed, fully constructed, and fully occupied residential community with a level of services and maintenance that is typical for similar types of developments in the general area of the Property, using cost estimates that are current for the period in which the budget is prepared. The Association budget may not include enhancements voluntarily provided by Declarant to facilitate the marketing of new homes in the Property.
- A.2.2. Officers and Directors. During Declarant Control Period, the Board may consist of three (3) persons. Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association as a "Leader," subject to the following limitations: (i) within one hundred and twenty (120) days after fifty percent (50%) of the maximum number of Units that may be created have been conveyed to Owners other than Declarant, at least one-third of the Board must be elected by Owners other than Declarant; and (ii) within one hundred and twenty (120) days after seventy-five percent (75%) of the total number of Units that may be created have been conveyed to Owners other than Declarant, all Board members must be elected by all Owners, including the Declarant.
- A.2.3. Obligation for Assessments. For each Unit owned by Declarant, Declarant is liable for Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments in the same manner as any Owner. Regarding Regular Assessments, during the Declarant Control Period only, Declarant at Declarant's option may support the Association's budget by either of the following methods: (i) Declarant will pay Regular Assessments on each Declarant owned Unit in the same manner as any Owner; or (ii) Declarant will assume responsibility for the difference between the Association's actual operational expenses as they are paid and the Regular Assessments received from Owners other than Declarant, and will provide any additional funds necessary to pay actual cash outlays of the Association. On the earlier to occur of three (3) years after the first conveyance of a Unit by the Declarant or termination of the Declarant Control Period, Declarant must begin paying Assessments on each Declarant owned Unit according to the Unit's allocated Interest for Assessments.
- A.2.4. Obligation for Reserves. During the Declarant Control Period, neither the Association nor Declarant may use the Association working capital or reserve funds to pay operational expenses of the Association.

A.2.5. Common Elements. At or prior to termination of the Declarant Control Period, if title or ownership to any Common Element is capable of being transferred, Declarant will convey title or ownership to the Association. At the time of conveyance, the Common Element will be free of encumbrance except for the property taxes, if any, accruing for the year of conveyance. Declarant's conveyance of title or ownership is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

A.3. Development Period Rights. Declarant makes the following representations and reservations regarding Declarant's development of the Property:

A.3.1. Annexation. The Property is subject to expansion by phasing for up to fifteen (15) years from the date this Declaration is Recorded. During the Development Period, Declarant may annex additional property into the Regime, and subject such property to this Declaration and the jurisdiction of the Association by Recording an amendment or supplement of this Declaration, executed by Declarant, in the Official Public Records of Williamson County, Texas.

A.3.2. Creation of Units. When created, the Property contains seven (7) Units; however, Declarant reserves the right to create up to and including one hundred fifty two (152) Units upon full buildout of all phases of the project which may include land added by the Declarant in accordance with Section 2.2 of the Declaration. Declarant's right to create Units is for a term of years and does not require that Declarant own a Unit in the Property at the time or times Declarant exercises its right of creation. The instrument creating additional units must include a revised schedule of allocated interests.

A.3.3. Changes in Development Plan. During the Development Period, Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Modifications may include, without limitation, the subdivision or combination of Units, changes in the sizes, styles, configurations, materials, and appearances of Units, and Common Elements.

A.3.4. Architectural Control. During the Development Period, Declarant has the absolute right of architectural control. Notwithstanding the foregoing, during the Development Period and after termination of Declarant Control Period, or earlier if Declarant permits, the Board may appoint or serve as a "modifications committee" to respond exclusively to modifications of completed Units that are owned by persons other than Declarant. A

modifications committee may not involve itself with the approval of new Units or Common Elements.

- A.3.5. Transfer Fees. During the Development Period, Declarant will not pay transfer-related and resale certificate fees.
- A.3.6. Website & Property Name. During the Development Period, Declarant has the unilateral right to approve or disapprove uses of any website purporting to serve the Property or the Association, all information available on or through the Property website, if any, and all uses of the property name by the Association.
- A.3.7. Fines and Penalties. During the Development Period, neither Declarant nor Units owned by Declarant are liable to the Association for late fees, fines, administrative charges, or any other charge that may be considered a penalty.
- A.3.8. Statutory Development Rights. As permitted by the Act, Declarant reserves the following Development Rights which may be exercised during the Development Period: (i) to add real property to the Property; (ii) to create Units, General Common Elements, and Limited Common Elements within the Property; (iii) to subdivide Units or convert Units into Common Elements; and (iv) to withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," provided that no Unit in the portion to be withdrawn has been conveyed to an Owner other than Declarant.
- A.3.9. Development Rights Reserved. Regarding portions of the real property shown on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," if any, Declarant makes no assurances as to whether Declarant will exercise its Development Rights, the order in which portions will be developed, or whether all portions will be developed. The exercise of Development Rights as to some portions will not obligate Declarant to exercise them as to other portions.
- A.3.10. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other Owners or any mortgagee, for the following limited purposes:
- i. To meet the requirements, standards, or recommended guidelines of an Underwriting Lender to enable an institutional or governmental lender to make or purchase mortgage loans on the Units.

- ii. To correct any defects in the execution of this Declaration or the other Documents.
- iii. To add real property to the Property, in the exercise of statutory Development Rights.
- iv. To create Units, General Common Elements, and Limited Common Elements within the Property, in the exercise of statutory Development Rights.
- v. To subdivide, combine, or reconfigure Units or convert Units into Common Elements, in the exercise of statutory Development Rights.
- vi. To withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights" in the exercise of statutory Development Rights.
- vii. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.
- viii. To change the name or entity of Declarant.
- ix. For any other purpose, provided the amendment has no material adverse effect on any right of any owner.

Notwithstanding anything to the contrary contained herein, all amendments made to the Declaration, Bylaws or Certificate during the Development Period must be approved by the Secretary of Veterans Affairs or its authorized agent prior to recording in the Official Public Records of Williamson County, Texas, pursuant to Section 19.1 and Section 19.4 of the Declaration, except for amendments adding additional Units to the Regime pursuant to Section 5.1 of the Declaration.

A.4. Special Declarant Rights. As permitted by the Act, Declarant reserves the following described Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Property during the Development Period:

- A.4.1. The right to complete or make Improvements indicated on the Plat and Plans.
- A.4.2. The right to exercise any Development Right permitted by the Act and this Declaration.

- A.4.3. The right to make the Property part of a larger condominium or planned community.
- A.4.4. The right to use Units owned or leased by Declarant or Common Elements as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property.
- A.4.5. For purposes of promoting, identifying, and marketing the Property, Declarant reserves an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and Occupants. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events – such as open houses, MLS tours, and broker parties – at the Property to promote the sale of Units.
- A.4.6. Declarant has an easement and right of ingress and egress in and through the Common Elements and Units owned or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under the Act and this Declaration.
- A.4.7. The right to appoint or remove any Declarant-appointed officer or director of the Association during Declarant Control Period consistent with the Act.
- A.5. **Additional Easements and Rights.** Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, for the duration of the Development Period:
 - A.5.1. An easement and right to erect, construct, and maintain on and in the Common Elements and Units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property.
 - A.5.2. The right to sell or lease any Unit owned by Declarant. Units owned by Declarant are not subject to leasing or occupancy restrictions or prohibitions contained in the Documents.
 - A.5.3. The right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered, adjoining Units, or Common

Elements. Requests for entry must be made in advance for a time reasonably convenient for the Owner who may not unreasonably withhold consent.

A.5.4. An easement and right to make structural changes and alterations on Common Elements and Units used by Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein. Declarant, at Declarant's sole expense, will restore altered Common Elements and Units to conform to the architectural standards of the Property. The restoration will be done no later than one hundred and twenty (120) days after termination of the Development Period.

A.5.5. An easement over the entire Property, including the Units, to inspect the Common Elements and all Improvements thereon and related thereto to evaluate the maintenance and condition of the Common Elements.

A.5.6. The right to provide a reasonable means of access and parking for prospective Unit purchasers in connection with the active marketing of Units by Declarant.

A.6. **Common Elements.** Because the Common Elements are owned by the Owners, collectively and in undivided interest, the Common Elements are not capable of being separately conveyed. The transfer of control of the Association at the end of the Declarant Control Period is not a transfer of the ownership of the Common Elements. Because ownership of the Common Elements is not conveyed by Declarant to the Association, there is no basis for the popular misconception that Owners may "accept" or "refuse" the Common Elements.

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OFFICIAL PUBLIC RECORDS

Nancy E. Rister

Nancy E. Rister, County Clerk

2013 October 24 04:17 PM

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Williamson County Texas

