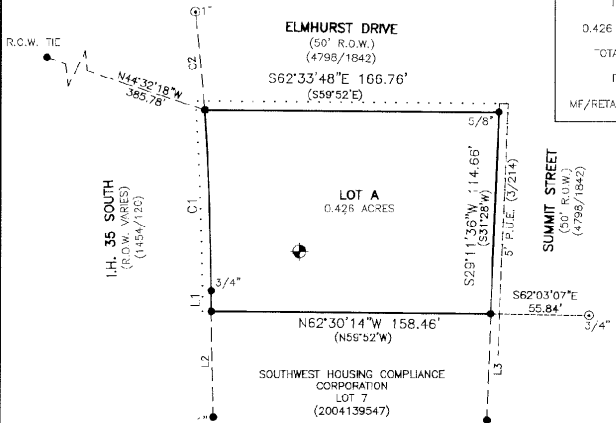


3-2-06

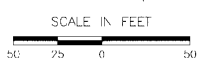
#3802

200600064

# AMENDED PLAT OF LOTS 5 AND 6 ELMHURST

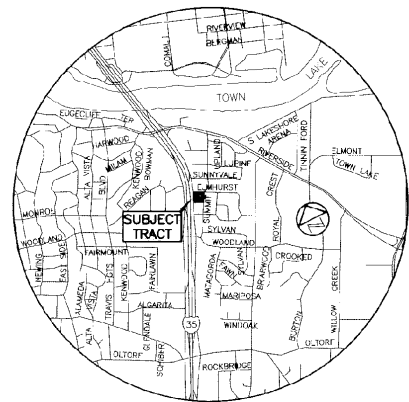


TOTAL LOT AREA:  
0.426 ACRES (18561 S.F.)  
TOTAL NO. OF LOTS: 1  
PROPOSED USE:  
MF/RETAIL/OFFICE/COMMERCIAL



**LEGEND**

- 1/2" REBAR FOUND (OR AS NOTED)
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- ⊙ BENCHMARK LOCATION
- SIDEWALK LOCATION



LOCATION MAP  
NOT TO SCALE

1. WATERSHED STATUS - THIS PROJECT IS LOCATED IN THE HARPERS BRANCH WATERSHED AND IS CLASSIFIED AS URBAN.
2. WATER AND SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF AUSTIN.
3. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER SYSTEM.
4. ALL WATER AND WASTEWATER SYSTEM IMPROVEMENTS MUST BE IN ACCORDANCE WITH CITY OF AUSTIN WATER AND WASTEWATER SYSTEM DESIGN CRITERIA AND SPECIFICATIONS. ALL WATER AND WASTEWATER PLANS MUST BE PRESENTED TO THE CITY OF AUSTIN WATER AND WASTEWATER UTILITY FOR REVIEW AND APPROVAL. ALL WATER AND WASTEWATER CONNECTIONS MUST BE INSPECTED BY THE CITY OF AUSTIN.
5. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
6. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN -ON REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT ESTABLISHED BY THE REGIONAL DETENTION PLANS APPROVED BY THE CITY OF AUSTIN, EXCEPT THAT RUN-OFF IN EXCESS OF THE AMOUNT ESTABLISHED FOR THE REGIONAL DETENTION SYSTEM SHALL BE DETAILED BY THE USE OF ONSITE PONDING OR OTHER APPROVED METHODS.
7. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS AS NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN (AN) DEVELOPMENT CODE.
8. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
9. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, VEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
10. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS.
11. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: ALONG ELMHURST DRIVE AND SUMMIT STREET.

**CURVE TABLE**

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING	(NO RECORD)
C1	2°51'44"	2057.57'	51.41'	102.79'	102.78'	N24°52'07"E	(NO RECORD)
C2	1°33'15"	2057.57'	27.91'	55.81'	55.81'	N21°22'22"E	(NO RECORD)

BENCHMARK: COTTON SPINDLE SET IN THE BASE OF A WHITE OAK TREE (TREE # 2439).  
ELEVATION = 542.83  
SOURCE: 1929 DATUM FROM THE CITY OF AUSTIN

**LINE TABLE**

No.	BEARING	LENGTH	(RECORD)
L1	N26°34'41"E	11.77'	(N28°22'E 11.90')
L2	S25°49'51"W	59.97'	(S28°22'W 59.98')
L3	S28°51'37"W	80.43'	(NO RECORD)

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WATERLOO PARTNERS, L.P. BEING OWNER OF 0.426 ACRES IN THE SANTIAGO DEL VALLE SURVEY, IN TRAVIS COUNTY, TEXAS, BEING ALL OF LOTS 5 AND 6 OF ELMHURST, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, OF RECORD IN VOLUME 3, PAGE 214 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUSTIN FOR RIGHT-OF-WAY PURPOSES IN VOLUME 1454, PAGE 120 AND 479, PAGE 1842 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 200408098 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

DO HEREBY AMEND SAID LOTS, PURSUANT TO CHAPTER 212.016 OF THE TEXAS LOCAL GOVERNMENT CODE, FOR THE SOLE PURPOSE OF COMBING TWO LOTS INTO ONE LOT, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

AMENDED PLAT OF LOTS 5 AND 6 ELMHURST

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS 3 DAY OF February, 2006 A.D.

By: John S. Graham  
JOHN S. GRAHAM, PARTNER  
WATERLOO PARTNERS, L.P.  
P.O. BOX 50167  
AUSTIN, TEXAS 78763

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED 0000000000, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS 3 DAY OF February, 2006 A.D.

Bathsheba Turner  
BATHSHEBA TURNER  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME Bathsheba Turner MY COMMISSION EXPIRES March 4, 2009

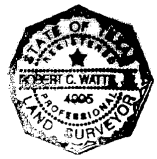


**SURVEYOR'S CERTIFICATION**

I, ROBERT C. WATTS JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF CHAPTER 25 OF THE AUSTIN CITY CODE OF 1988 AS AMENDED, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR MADE UNDER MY SUPERVISION, MADE ON THE GROUND AUGUST 5, 2005.

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 48453C0170 G, DATED JANUARY 19, 2000, FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Robert C. Watts Jr.  
ROBERT C. WATTS JR., R.P.L.S. 4995



SURVEYING BY:  
CHAPARRAL, PROFESSIONAL LAND SURVEYING, INC.  
2807 MANCANGA ROAD  
BUILDING ONE  
AUSTIN, TEXAS 78704  
(512) 443-1724

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE FULL PURPOSE CITY LIMITS OF THE CITY OF AUSTIN ON THIS THE 8th DAY OF February, 2006

APPROVED, ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS 8th DAY OF February, 2006 A.D.

Joe Pantalon  
JOE PANTALON, DIRECTOR  
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, JANA DEBEAUMOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE

ON THE 7 DAY OF March, A.D. 2006 AT 10 O'CLOCK PM M. AND DULY RECORDED ON THE 2 DAY OF March, A.D. 2006 AT 3:25 P.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE, IN DOCUMENT NUMBER 200600064

WITNESS MY HAND AND SEAL, OFFICE OF THE COUNTY CLERK, THIS 2 DAY OF March, 2006 A.D.

JANA DEBEAUMOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

By: V. Remanides  
DEPUTY



**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping  
2807 Mancanga Rd., Building 1  
Austin, Texas 78704  
512-443-1724

PROJECT NO.:	040-027
DRAWING NO.:	040-027-PL1
PLOT DATE:	01/17/06
PLOT SCALE:	1"=50'
DRAWN BY:	DRS
<b>SHEET</b>	<b>01 OF 01</b>



PLATS 200600064

1 PG

PLAT DOCUMENT # \_\_\_\_\_

# PLAT

## PLAT RECORDS INDEX SHEET:

**SUBDIVISION NAME:** AMENDED PLAT OF LOTS 5 AND 6  
ELMHURST

**OWNERS NAME:** WATERLOO PARTNERS LP

**RESUBDIVISION?** YES  NO

**ADDITIONAL RESTRICTIONS / COMMENTS:**

N/A

## RETURN:

WATERSHED PROTECTION AND  
DEVELOPMENT REVIEW  
505 BARTON SPRINGS RD 4<sup>TH</sup>  
AUSTIN TX 78701

## PLAT FILE STAMP FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2006 Mar 02 03:05 PM 200600064

BENAVIDESV \$38.00

DANA DEBEAUVOIR COUNTY CLERK

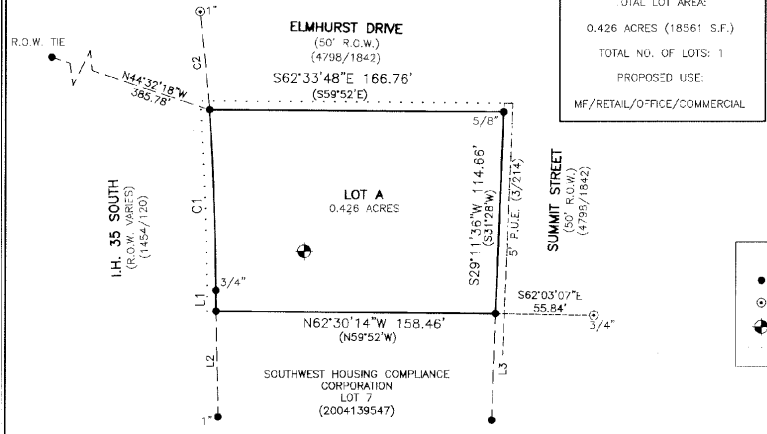
TRAVIS COUNTY TEXAS

3.2.06

#3802

200600064

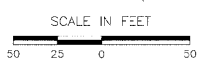
# AMENDED PLAT OF LOTS 5 AND 6 ELMHURST



TOTAL LOT AREA:  
0.426 ACRES (18561 S.F.)

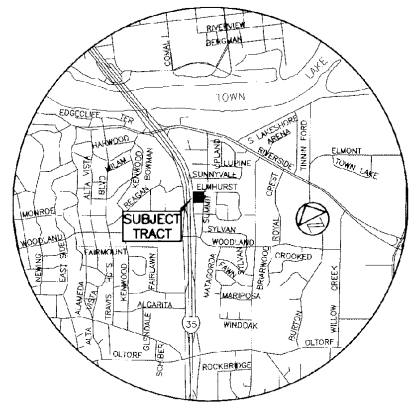
TOTAL NO. OF LOTS: 1

PROPOSED USE:  
MF/RETAIL/OFFICE/COMMERCIAL



**LEGEND**

- 1/2" REBAR FOUND (OR AS NOTED)
- ⊕ IRON PIPE FOUND (SIZE NOTED)
- ⊙ BENCHMARK LOCATION
- ⊛ SIDEWALK LOCATION



**CURVE TABLE**

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING	(NO RECORD)
C1	2°51'44"	2057.57'	51.41'	102.79'	102.78'	N24°52'07"E	(NO RECORD)
C2	1°33'15"	2057.57'	27.91'	55.81'	55.81'	N21°22'22"E	(NO RECORD)

**LINE TABLE**

No.	BEARING	LENGTH	(RECORD)
L1	N26°34'41"E	11.77'	(N26°22'E 11.90')
L2	S25°49'51"W	59.97'	(S28°22'W 59.98')
L3	S28°51'37"W	60.43'	(NO RECORD)

BENCHMARK: COTTON SPINDLE SET IN THE BASE OF A WHITE OAK TREE (TREE # 2439).  
ELEVATION = 542.63  
SOURCE: 1929 DATUM FROM THE CITY OF AUSTIN

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WATERLOC PARTNERS, L.P., BEING OWNER OF 0.426 ACRES IN THE SANTIAGO DEL VALLE SURVEY, IN TRAVIS COUNTY, TEXAS, BEING ALL OF LOTS 5 AND 6 OF ELMHURST, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, OF RECORD IN VOLUME 3, PAGE 214 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUSTIN FOR RIGHT-OF-WAY PURPOSES IN VOLUME 1454, PAGE 123 AND 4798, PAGE 542 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2004085098 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

DO HEREBY AMEND SAID LOTS, PURSUANT TO CHAPTER 212.016 OF THE TEXAS LOCAL GOVERNMENT CODE, FOR THE SOLE PURPOSE OF COMBING TWO LOTS INTO ONE LOT, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

AMENDED PLAT OF LOTS 5 AND 6 ELMHURST

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS 3 DAY OF February, 2006 A.D.

By: John S. Grattan  
JOHN S. GRATTAN, PARTNER  
WATERLOC PARTNERS, L.P.  
P.O. BOX 50197  
AUSTIN, TEXAS 78763

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED 0000000000, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS 3 DAY OF February, 2006 A.D.

Bathsheba Turner  
BATHSHEBA TURNER  
March 4, 2009  
PRINTED NAME MY COMMISSION EXPIRES

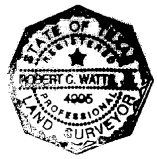


**SURVEYOR'S CERTIFICATION**

I, ROBERT C. WATTS JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF CHAPTER 28 OF THE AUSTIN CITY CODE OF 1988 AS AMENDED, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR MADE UNDER MY SUPERVISION, MADE ON THE GROUND AUGUST 5, 2005.

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 48453C0170 G, DATED JANUARY 19, 2000, FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Robert C. Watts Jr.  
ROBERT C. WATTS JR., R.P.L.S. 1995



SURVEY NO. BY:  
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.  
2807 MANCHACA ROAD  
BUILDING ONE  
AUSTIN, TEXAS 78704  
(512) 443-1724

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE FULL PURPOSE CITY LIMITS OF THE CITY OF AUSTIN ON THIS THE 8th DAY OF February, 2006

APPROVED, ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE 8th DAY OF February, 2006 A.D.

Joe Pantalon  
JOE PANTALON, DIRECTOR  
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT

1. WATERSHED STATUS - THIS PROJECT IS LOCATED IN THE HARRPERS BRANCH WATERSHED AND IS CLASSIFIED AS URBAN.
2. WATER AND SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF AUSTIN.
3. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER SYSTEM.
4. ALL WATER AND WASTEWATER SYSTEM IMPROVEMENTS MUST BE IN ACCORDANCE WITH CITY OF AUSTIN WATER AND WASTEWATER SYSTEM DESIGN CRITERIA AND SPECIFICATIONS. ALL WATER AND WASTEWATER PLANS MUST BE PRESENTED TO THE CITY OF AUSTIN WATER AND WASTEWATER UTILITY FOR REVIEW AND APPROVAL. ALL WATER AND WASTEWATER CONNECTIONS MUST BE INSPECTED BY THE CITY OF AUSTIN.
5. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
6. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT ESTABLISHED BY THE REGIONAL DETENTION PLANS APPROVED BY THE CITY OF AUSTIN, EXCEPT THAT RUN-OFF IN EXCESS OF THE AMOUNT ESTABLISHED FOR THE REGIONAL DETENTION SYSTEM SHALL BE RETAINED BY THE USE OF ON-SITE PONDING OR OTHER APPROVED METHODS.
7. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS AS NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-B, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
8. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS (REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
9. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL, THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
10. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS.
11. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT, ALONG ELMHURST DRIVE AND SUMMIT STREET.
12. SIDEWALKS ALONG I.H. 35 ARE REQUIRED TO BE CONSTRUCTED BY THE PROPERTY OWNER AFTER THE ADJUTING ROADWAY IS IMPROVED AND CONCRETE CURBS ARE IN PLACE. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
13. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. IT HAS BEEN DETERMINED THAT WASTEWATER IMPROVEMENTS MUST BE CONSTRUCTED FOR THE LOTS IN THIS SUBDIVISION. THE DEVELOPER/LAND OWNER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THESE IMPROVEMENTS. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND /OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT THE REQUIRED WASTEWATER IMPROVEMENTS OR ANY INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS AND/OR CERTIFICATES OF OCCUPANCY.
14. ALL NOTES AND RESTRICTIONS FROM THE PREVIOUS PLAT, VOLUME 3, PAGE 214, SHALL APPLY TO THIS AMENDED PLAT.
15. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR CONSTRUCTION ON EACH LOT, PURSUANT TO LDC SECTION 25-8-181 AND THE ENVIRONMENTAL CRITERIA MANUAL.
16. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT, PURSUANT TO LDC SECTION 25-8-211.

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, DANA DEBEALDOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN ACCORDANCE

ON THE 3 DAY OF March, A.D. 2006 AT 06:30 O'CLOCK P.M. AND DULY RECORDED ON THE 2 DAY OF March, A.D. 2006 AT 3:25 O'CLOCK P.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE, IN DOCUMENT NUMBER 200600064

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 2 DAY OF March, 2006 A.D.

Dana Debealдор  
DANA DEBEALDOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS  
BY V. Mervin  
V. MERVIN, DEPUTY



**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping  
2807 Manchaca Rd., Building 1  
Austin, Texas 78704  
512-443-1724

PROJECT NO.:	040-027
DRAWING NO.:	040-027-PL1
PLOT DATE:	01/17/06
PLOT SCALE:	1"=50'
DRAWN BY:	DRS
<b>SHEET</b>	<b>01 OF 01</b>

**Declaration of 1500 Summit, a Condominium**15/ITC/CDB/ 1217604-BAL**Basic Information**Date: July 27, 2012

Declarant: Waterloo Partners, LP, a Texas limited partnership

Declarant's Address: P. O. Box 50230, Austin, TX 78763

Association: 1500 Summit Association of Owners, Inc., a Texas nonprofit corporation

Association's Address: P. O. Box 50230, Austin, TX 78763

Property: Lot A, Amended Plat of Lots 5 and 6, ELMHURST, a subdivision in Travis County, Texas according to the plat recorded in Document No. 200600064 of the Official Public Records of Travis County, Texas

Plat/Plan: attached hereto as Exhibit A

**Definitions**

"Act" means chapter 82 of the Texas Property Code, as amended, and any successor law, known as the Texas Uniform Condominium Act.

"Assessment" means regular and special assessments, dues, fees, charges, interest, late fees, fines, collection costs, attorney's fees, and any other amount due to the association by the Owner or levied against the Unit by the Association.

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

"Bylaws" means the Bylaws of the Association adopted by the Board. The initial Bylaws are attached as Exhibit B.

"Certificate of Formation" means the Association's certificate of formation.

"Common Elements" means all portions of the Condominium other than the Units and includes both General and Limited Common Elements. The Common Elements are directly owned by the Condominium Unit Owners in undivided interests.

"Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

"Condominium" means the Property covered by the Plat and any additional property that

is subject to this Declaration.

“Covenants” means the covenants, conditions, and restrictions contained in this Declaration.

“Declarant” means Waterloo Partners, LP, a Texas limited partnership, and any person that acquires all Units owned by Declarant and is named as successor in a recorded document.

“Declarant Control Period” means the period of time during which Declarant can appoint a majority of the Board members and officers as provided in paragraph E.2.

“Development Rights” means a right or combination of rights reserved by the Declarant set forth in paragraph L.2.

“General Common Elements” means common elements that are not Limited Common Elements.

“Governing Documents” means this Declaration and the Certificate of Formation, Bylaws, and Rules, as amended.

“Limited Common Elements” means a portion of the Common Elements allocated by the Declaration or by the Act for the exclusive use of one or more but less than all of the Units, including shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and exterior doors and windows or other fixtures designed to serve one or more but less than all of the Units, but located outside the boundaries of the Unit(s).

“Member” means Owner.

“Owner” means every record Owner of a fee interest in a Lot.

“Plat” means the Plat and any plans for the Condominium recorded with this Declaration as Exhibit A and any replat of or amendment to the Plat made in accordance with this Declaration.

“Residential Purposes” means recreational or dwelling purposes or both.

“Rules” means the Rules related to the Condominium adopted by the Board that do not conflict with law or the other Governing Documents. On request, an Owner will be provided a copy of the Rules.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Unit.

“Special Declarant Rights” means a right or combination of rights reserved by the Declarant set forth in paragraph L.1.

“Unit” means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described by the Declaration.

Each capitalized term not otherwise defined in this Declaration has the meaning specified in the Act.

## **Clauses and Covenants**

### **A. Imposition of and Agreement to the Covenants**

1. Declarant imposes the Covenants on the Property and subjects the Property to a condominium form of ownership in accordance with the provisions of the Act . The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Unit.

2. All Owners and other occupants of the Units by their acceptance of their deeds, leases, or by occupancy of any Unit agree that the Condominium is subject to the Covenants. Each Owner, each occupant of a Unit, and the Association agree to comply with the Governing Documents and to be subject to an action arising out of or related to the Governing Documents for declaratory judgment, damages, or for injunctive relief.

### **B. Plat**

1. The Plat is part of this Declaration and is incorporated by reference.

2. To the extent that a Unit or Common Element encroaches on another Unit or Common Element, a valid easement for the encroachment exists. The easement does not relieve an Owner of liability in case of willful misconduct or relieve Declarant or any other person of liability for failure to adhere to the Plat.

### **C. Use and Activities**

1. *Permitted Use.* A Unit shall be used only for Residential Purposes .

2. *Prohibited Use and Occupancy Restrictions.* Subject to the Special Declarant Rights, the following use restrictions apply to all Units and to the Common Elements:

- a. any activity that is otherwise prohibited by the Governing Documents;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;
- d. any dumping of trash or rubbish, except in approved locations and in an approved manner;
- e. any storage of—
  - i. building materials except during the construction or renovation of a Unit or

- ii. vehicles, except vehicles in a garage or operable automobiles on a driveway or in a parking space;
- f. any keeping or raising of animals, except for common domesticated household pets, such as dogs and cats, not to exceed two confined to the Unit;
- g. any commercial or professional activity except reasonable home office use;
- h. the drying of clothes outside of a Unit;
- i. the display of any sign except—
  - i. one not more than five square feet, advertising the Unit for sale or rent and
  - ii. political signage not prohibited by law or the Governing Documents;

#### **D. Units**

1. *Number of Units.* The number of Units in the Condominium is as shown on Exhibit A. Declarant reserves no rights to create additional Units.
2. *Identification of Units.* The identification number of each Unit is shown on Exhibit A and on the Plat.
3. *Unit Boundaries.* The boundaries of each Unit are the walls, floors, and ceilings of the Unit. The boundaries of each Unit are located as shown on the Plat and are more particularly described in paragraph D.4.
4. *Parts of Unit.* A Unit includes all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting part of the finished surfaces that are a part of a Unit, and the spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. A Unit does not include any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that is partially within and partially outside the designated boundaries of a Unit, of which the portion serving only that Unit is a Limited Common Element allocated solely to that Unit and of which the portion serving more than one Unit or the Common Elements is a part of the General Common Elements.
5. *No Subdivision or Consolidation of Units.* No Unit will be subdivided or consolidated with another Unit unless approved by the Board.

6. *No Structural Modification of Unit without Board Approval.* No structural modifications or alterations will be made in a Unit unless plans, specifications, and any other documents requested by the Board are submitted to and approved by the Board in accordance with the Rules. The Association, the Board, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request. Any structural modification made to a Unit (a) without Board approval, (b) not in conformity with the Board approval, or (c) without the required permit from the applicable entity are unauthorized modifications. The Board may require the Owner to restore the Unit, at the Owner's expense, to the condition before the unauthorized modifications were made.

7. *Maintenance.* Each Unit will be maintained by its Owner.

8. *Restrictions on Transfer.*

A Unit may not be conveyed pursuant to a time-sharing arrangement.

A Unit may not be leased or rented for a term of less than sixty days.

All leases and rental agreements shall be in writing and subject to the reasonable requirements of the Board.

If an Owner receives an acceptable purchase offer for a Unit, the Owner must first offer to sell the Unit to the Association for the same price and terms as the offer received. The Owner will give the Board written notice of the price and terms of the offer received and the name and address of the person making such offer. If, within ten days from the date the Board receives the Owner's notice, the Board fails to give the Owner notice that the Association elects to purchase the Unit, the Owner may sell the Unit to the person(s) making the offer. In such case, the Board will certify in writing, duly acknowledged and in recordable form, that the Association has declined to purchase the Unit. The Board may waive the provisions of this paragraph for any Unit. Any mortgagee of any Unit that acquires title to a Unit is exempt from this "right of first refusal."

## **E. Association**

1. *Establishment and Governance.* The Association is established by filing its Certificate of Formation and is governed by the Governing Documents. The Association, acting through the Board, will administer and manage the Condominium in accordance with the Governing Documents. The Association has the powers (a) of a nonprofit corporation under the Texas Business Organizations Code, (b) of a condominium association under the Act, and (c) stated in the Governing Documents, respectively as amended. All acts of the Association must be by and through the Board, except as otherwise provided by the Declaration or Bylaws or by law.

2. *Declarant Control.* Declarant has all the powers reserved in section 82.103(c) of the Act to appoint and remove officers and members of the Board until the 120th day after conveyance of 50 percent of the Units that may be created to Owners other than Declarant, at

which time not less than one-third of the Board members must be elected by Owners other than Declarant. Not later than the 120th day after conveyance of 75 percent of the Units to Owners other than Declarant, the Declarant Control Period terminates, and all the Board and Association officers shall be elected by the Owners as provided in the Bylaws.

3. *Membership and Voting Rights.* Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Unit. On termination of the Declarant Control Period, the Members have the voting rights provided in the Bylaws.

4. *Assignment of Future Income.* The Association may assign its future income, including its rights to receive Common Expenses assessments, only by the affirmative vote of Unit Owners of Units to which at least 51 percent of the votes in the Association are allocated, at a meeting called for that purpose.

5. *Maintenance and Insurance.* The Association will maintain the Common Elements and insurance in accordance with section 82.111 of the Act.

#### **F. Assessments**

1. *Authority.* The Association will levy Assessments for Common Expenses and fines.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing lien on each Unit as provided in section 82.113 of the Act. This lien is reserved by Declarant and assigned to the Association. By acceptance of a deed to a Unit, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.

4. *Commencement.* A Unit becomes subject to Assessments on conveyance of the Unit by Declarant.

#### 5. *Regular Assessments.*

a. *Rate.* Regular assessments will be levied by the Board to fund the budgeted Common Expenses.

b. *Changes to Regular Assessments.* Regular assessments may be changed by the Board. Written notice of the regular assessment will be sent to every Owner at least thirty days before its effective date.

c. *Collections.* Regular assessments will be collected monthly in advance, payable on the tenth day of the month and on the same day of each succeeding month.

- d. *Expenses for Maintenance, Repair, or Replacement of Limited Common Elements.* Expenses for the maintenance, repair or replacement of a Limited Common Element shall be assessed to the Owner(s) whose Unit(s) benefit from the Limited Common Element.

6. *Special Assessments.* In addition to the regular assessments, the Board may levy special assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Elements or for any other purpose benefiting the Condominium but requiring funds exceeding those available from the regular assessments. Written notice of the terms of the special assessment will be sent to every Owner. Any special assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

7. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to the liens described in section 82.113(b) of the Act.

8. *Delinquent Assessments.* Any Assessment not paid within 30 days after it is due is delinquent.

#### **G. Remedial Rights**

1. *Late Charges and Interest.* Owners will pay the Association a late charge of 5 percent of the delinquent amount for Delinquent Assessments. Owners will pay the Association interest at the rate of 10 percent per year on Delinquent Assessments from the delinquent date until the date paid. The Board may change the late charge and the interest rate; however, the interest rate may not exceed the maximum permitted by law.

2. *Costs, Attorney's Fees, and Expenses.* The prevailing party in any legal proceeding among the Association, an Owner, or an occupant of a Unit related to the Governing Documents is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party. A prevailing party is the party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of its original contention.

3. *Nonjudicial Foreclosure of Lien.* The Association may foreclose the Association's lien against a Unit in accordance with section 82.113 of the Act.

4. *Judicial Action.* The Association may sue an Owner and an occupant of a Unit to enforce the Governing Documents for damages for breach of the Governing Documents, for injunctive relief regarding the Governing Documents, and to foreclose the Association's lien on a Unit. An Owner and an occupant of a Unit may sue the Association, any Owner, and any occupant of a Unit to enforce the Governing Documents, for injunctive relief regarding the Governing Documents, and for damages for breach of the Governing Documents.

5. *Remedy of Violations.* The Association may access an Owner's Unit to remedy a violation of the Governing Documents.

6. *Suspension of Voting.* An Owner delinquent in payment of any Assessment may not vote.

7. *Suspension of Other Rights.* If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

8. *Damage to Property.* An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

#### **H. Limited Common Elements**

1. *Allocation of Reserved Limited Common Elements.*

- a. Limited Common Elements are marked on the Plat and include vehicle parking areas, storage areas, and others.
- b. To the extent the Limited Common Elements are not allocated to a Unit by the Declaration, Declarant reserves the right to allocate the Limited Common Elements for the exclusive use of one or more Units (i) by making the allocation in a recorded instrument, (ii) in the deed to the Unit(s) to which the Limited Common Element is ancillary, or (iii) by recording an appropriate amendment to this Declaration.

2. *Allocation of Specified Common Elements.* The Board may designate parts of the Common Elements from time to time for use by less than all of the Owners or by nonowners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board. Any such designation by the Board shall not be a sale or disposition of such portions of the Common Elements.

#### **I. Allocated Interests**

1. *Allocated Interests.* The Owners' respective undivided interest in the Common Elements, the Owners' respective Common Expense liability, and the Owners' respective votes in the Association allocated to each Unit are set forth in Exhibit C.

2. *Determination of Allocated Interests.* The interests allocated to each Unit have been calculated as follows:

- a. the undivided interest in Common Elements, on the basis of units owned;
- b. the percentage of liability for Common Expenses, on the basis of units owned; and
- c. the number of votes in the Association, on the basis of units owned.

#### **J. Amendment of Declaration**

The Declaration may be amended by consent of Owners to which at least 67 percent of the votes in the Association are allocated—

1. by written ballot that states the exact wording or substance of the amendment and that specifies the date by which a ballot must be received to be counted;
2. at a meeting of the Members of the Association after written notice of the meeting has been delivered to an Owner of each Unit stating that a purpose of the meeting is to consider an amendment to the Declaration;
3. by unanimous written consent of the Owners.

#### **K. Reconstruction after Loss**

On a casualty to any portion of the Condominium for which insurance is required, the Association must promptly repair or replace that portion unless (1) the Condominium is terminated, (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (3) at least 80 percent of the Owners, including each Owner of a Unit or assigned Limited Common Element that will not be rebuilt or repaired, vote to not rebuild.

#### **L. Special Declarant Rights and Development Rights**

1. *Special Declarant Rights.* The Declarant reserves the following Special Declarant Rights:

- a. The right to complete or make improvements indicated on the Plats and Plans.
- b. The right to maintain sales offices, management offices, leasing offices, and models in Units or on the Common Elements.
- c. The right to maintain signs on the Condominium to advertise the Condominium.
- d. The right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration.
- e. The right to appoint or remove any officer of the Association or any director under paragraph E.2. or section 82.003(a)(22)(F) or 82.103(c) of the Act.

2. *Limitations on Special Declarant Rights.* Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant for the period of time specified in the Act.

3. *Development Rights.* The Declarant reserves the following development rights:  
None.

**M. General Provisions**

1. *Term.* The Condominium may be terminated—
  - a. by a taking of all of the Units by condemnation;
  - b. by the approval of 100 percent of the votes in the Association and each holder of a deed of trust or vendor's lien on a Unit.
  - b. by the approval of at least 100 percent of the Members of the Association and each holder of a deed of trust or vendor's lien on a Unit.
2. *No Waiver.* Failure by the Association or an Owner to enforce the Governing Documents is not a waiver.
3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Conflict.* This Declaration controls over the other Governing Documents.
5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
6. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member at the Member's last known address according to the Association's records and the Association, the Board, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

Waterloo Partners, LP

By: 

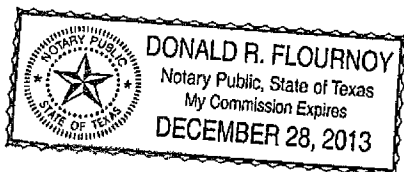
Stephen Glasgow, Manager of

SEG Development LLC, GP

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on July 27, 2012 by Stephen Glasgow, Manager of SEG Development, LLC, a Texas limited liability company, general partner on behalf of Waterloo Partners, LP, a Texas limited partnership.



A handwritten signature in black ink, appearing to read "Donald R. Flournoy", written over a horizontal line.

Notary Public, State of Texas

After recording, please return to:

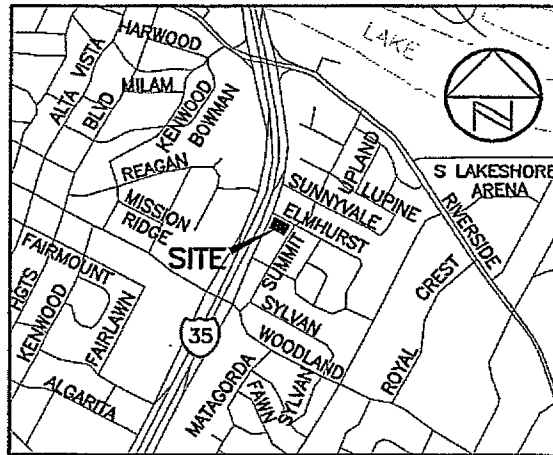
Donald R. Flournoy  
Attorney at Law  
P. O. Box 5848  
Austin, TX 78763

# Exhibit A

## COVER SHEET

### 1500 SUMMIT CONDOMINIUMS

LEGAL DESCRIPTION: LOT A, AMENDED PLAT OF LOTS 5 AND 6 ELMHURST, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 200600064 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



LOCATION MAP  
NOT TO SCALE

#### SHEET INDEX:

1. COVER SHEET
2. GENERAL NOTES
3. BUILDING/UNIT LAYOUT
4. DETAILS
5. LINE AND CURVE DATA

#### LEGEND

- 1/2" REBAR FOUND (UNLESS NOTED)
- ( ) RECORD INFORMATION

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, BASED ON 1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.

DATE OF SURVEY: 2/12/2004, updated 7/16/2012  
PLOT DATE: 7/25/12  
DRAWING NO.: 040-027-PL2  
PROJECT NO.: 040-027  
DRAWN BY: EJD/CWW  
SHEET 1 OF 5

Chaparral



# Exhibit A

I.H. 35 SOUTH  
(R.O.W. WIDTH VARIES)  
(1454/120)

C1

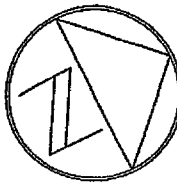
SHEET 3 OF 5

## BUILDING/UNIT LAYOUT

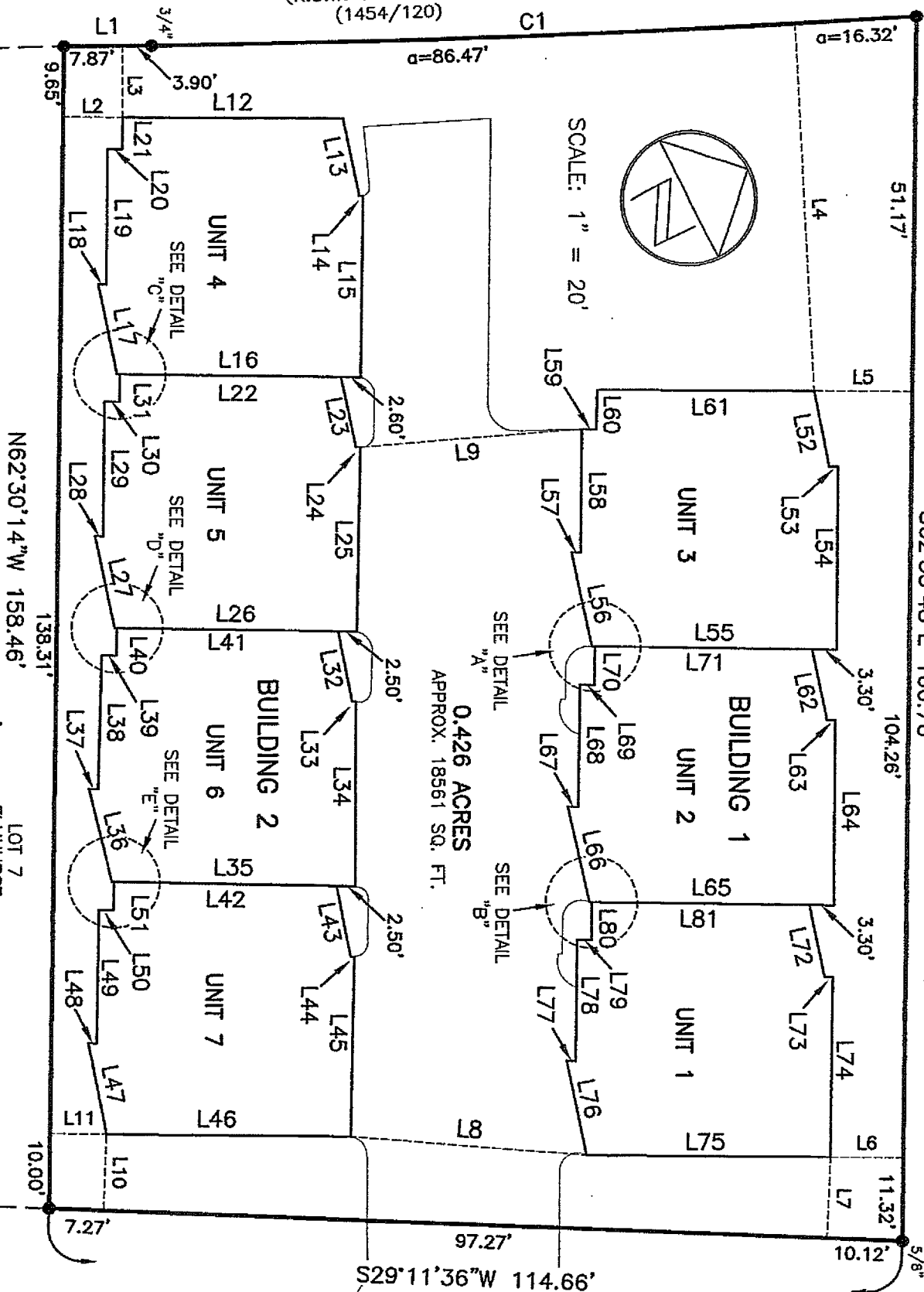
S62°33'48"E 166.76'

ELMHURST DRIVE  
(55' R.O.W. WIDTH)  
(4798/1842)

SCALE: 1" = 20'



0.426 ACRES  
APPROX. 18561 SQ. FT.



N62°30'14"W 158.46'

138.31'

LOT 7  
ELMHURST  
(3/214)

10.00'

7.27'

S29°11'36"W 114.66'  
SUMMIT STREET  
(55' R.O.W. WIDTH)  
(4798/1842)

97.27'

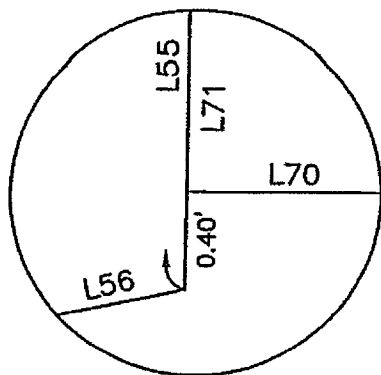
11.32'

10.12' 5/8"

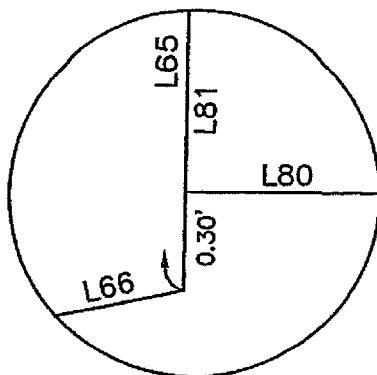
Chapparral

# Exhibit A

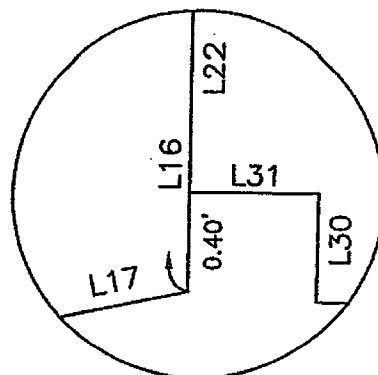
## DETAILS



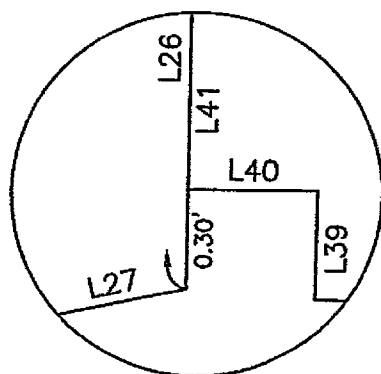
DETAIL "A"



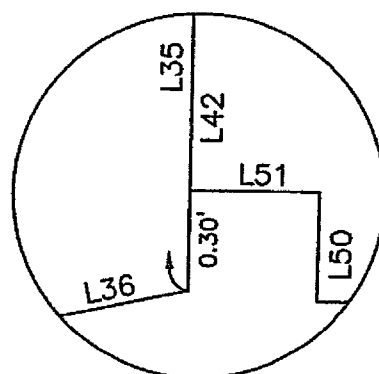
DETAIL "B"



DETAIL "C"



DETAIL "D"



DETAIL "E"

# Exhibit A

## LINE AND CURVE DATA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N26°34'41"E	11.77'
L2	S27°29'46"W	8.02'
L3	N63°25'19"W	9.78'
L4	N66°06'30"W	50.20'
L5	N27°26'12"E	13.18'
L6	N27°26'12"E	9.78'
L7	S60°48'24"E	11.01'
L8	S31°27'03"W	31.75'
L9	S22°23'13"W	29.88'
L10	S60°48'24"E	10.22'
L11	S27°29'46"W	7.57'
L12	N27°28'21"E	29.57'
L13	S75°02'01"E	10.50'
L14	N27°30'50"E	0.50'
L15	S62°29'10"E	25.02'
L16	S27°46'57"W	32.71'
L17	N74°31'32"W	12.77'
L18	N27°24'39"E	1.10'
L19	N62°50'24"W	18.38'
L20	N27°48'30"E	2.01'
L21	N62°11'30"W	4.23'
L22	N27°46'57"E	29.71'
L23	S74°46'54"E	9.81'
L24	N27°30'50"E	0.60'
L25	S62°11'34"E	25.07'
L26	S27°53'51"W	32.51'
L27	N75°18'44"W	12.78'
L28	N27°16'47"E	1.10'
L29	N62°43'13"W	18.35'
L30	N27°37'45"E	2.04'
L31	N62°29'49"W	3.78'
L32	S74°02'35"E	9.79'
L33	N27°48'26"E	0.50'
L34	S63°05'25"E	25.08'
L35	S27°54'08"W	32.68'
L36	N77°03'08"W	12.89'
L37	N28°15'32"E	1.20'
L38	N61°44'28"W	18.41'
L39	N28°15'32"E	2.00'
L40	N61°44'28"W	3.80'
L41	N27°53'51"E	29.71'

LINE TABLE		
LINE	BEARING	DISTANCE
L42	N27°54'08"E	29.88'
L43	S74°12'54"E	9.78'
L44	N27°44'35"E	0.50'
L45	S62°15'25"E	24.64'
L46	S27°24'39"W	32.84'
L47	N74°22'03"W	12.52'
L48	N27°38'12"E	1.10'
L49	N62°21'48"W	18.43'
L50	N27°38'12"E	2.00'
L51	N62°21'48"W	3.80'
L52	S74°11'49"E	10.51'
L53	N27°09'57"E	1.20'
L54	S62°50'03"E	24.98'
L55	S27°52'22"W	32.87'
L56	N75°17'07"W	13.04'
L57	N27°23'59"E	1.20'
L58	N62°36'01"W	16.80'
L59	N28°09'35"E	1.92'
L60	N61°50'25"W	5.47'
L61	N27°19'19"E	29.12'
L62	S74°53'27"E	9.79'
L63	N27°09'57"E	1.10'
L64	S62°52'38"E	25.16'
L65	S27°43'32"W	32.84'
L66	N75°45'45"W	13.17'
L67	N27°23'59"E	1.40'
L68	N62°36'01"W	16.70'
L69	N27°53'42"E	1.93'
L70	N62°09'47"W	5.27'
L71	N27°52'22"E	29.17'
L72	S74°59'18"E	9.97'
L73	N27°09'57"E	1.10'
L74	S62°32'18"E	24.59'
L75	S27°23'59"W	32.74'
L76	N75°07'34"W	12.86'
L77	N27°23'59"E	1.20'
L78	N62°36'01"W	16.90'
L79	N27°01'13"E	1.91'
L80	N63°00'04"W	5.03'
L81	N27°43'32"E	29.24'

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	TANGENT
C1	2057.57'	2°51'44"	102.79'	N24°52'07"E	102.78'	51.41'

EXHIBIT B

**Bylaws of 1500 Summit Association of Owners , Inc.**

**Association:** 1500 Summit Association of Owners, Inc., established by the certificate of formation filed with the secretary of state of Texas on July 27, 2012 under file number 801632102, a Texas nonprofit corporation.

**Principal Office:** 2621 Arion Circle, Austin, TX 78730

**Declaration:** The Declaration of 1500 Summit, a condominium,

**Definitions:** Capitalized terms used but not defined in the Bylaws have the meaning set forth in the Declaration.

**Voting Members:** Members entitled to vote or their proxies. Any Member delinquent in payment of any Assessment is not a Voting Member.

**A. Members**

1. *Membership.* Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Unit.

2. *Place of Meeting.* Members meetings will be held at the Association's principal office or at another place designated by the Board.

3. *Annual Meetings.* The first Members meeting will be held within 6 months after the formation of the Association. Subsequent regular annual Members meetings will be held on the first Sunday in September.

4. *Special Meetings.* The president, a majority of the Board, or Owners having at least 20 percent of the votes of the Association may call special meetings.

5. *Notice of Meetings.* Except as provided in paragraph F.6., written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member not less than ten nor more than sixty days before the meeting. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, properly addressed, postage prepaid.

6. *Waiver of Notice.* A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

7. *Quorum.* Members holding 50 percent of the votes in the Association, in person or by proxy, are a quorum. If a Members meeting cannot be held because a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the

reconvened meeting, 40 percent of the Voting Members is a quorum. If a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the second reconvened meeting, 25 percent of the Voting Members is a quorum. Written notice of the place, date, and hour of each reconvened meeting must be given to each Member not more than sixty nor less than ten days before the reconvened meeting.

8. *Majority Vote.* Votes representing more than 50 percent of the votes at a meeting at which a quorum is present are a majority vote.

9. *Proxies.* Voting Members may vote by written proxy.

10. *Conduct of Meetings.* The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the Members.

## B. Board

1. *Governing Body; Composition.* The affairs of the Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the certificate of formation. Each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary.

2. *Number of Directors.* The Board consists of not less than three nor more than five directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

3. *Term of Office.* The initial directors serve until the first annual meeting of Members.

The terms of directors will be staggered. At least one-third of the Board will be elected each year. The initial Board will determine the initial term, not to exceed three years, of each director. At the expiration of the initial term of a director, each successor will have a term of one year.

Successor directors will have a term of one year.

Directors may serve consecutive terms.

4. *Election.* Within 120 days after Declarant has conveyed 50 percent of the Units to Owners other than Declarant, the Members shall elect not less than one-third of the Board members at a meeting held for such purpose. Not later than the 120th day after conveyance of 75 percent of the Units to Owners other than Declarant, the Voting Members will elect the directors of the Association and its officers as herein provided. At subsequent annual Members meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

5. *Removal of Directors and Vacancies*

- a. *Removal by Members.* Any director may be removed, with or without cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.
- b. *Removal by Board.* Any director may be removed at a Board meeting if the director—
  - i. failed to attend two consecutive Board meetings;
  - ii. failed to attend 50 percent of Board meetings within one year;
  - iii. is delinquent in the payment of any Assessment for more than 30 days; or
  - iv. is the subject of an enforcement action by the Association for violation of the Governing Documents.
- c. *Vacancies.* A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.
- d. *Successors.* If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

6. *Compensation.* Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.

7. *Powers.* The Board has all powers necessary to administer the Association's affairs.

8. *Management.* The Board may employ a managing agent and delegate specified powers of the Board to the managing agent. Declarant, or an affiliate of Declarant, may be the managing agent.

9. *Accounts and Reports.* Accounting must conform to good accounting practices. The Association shall obtain an annual audit of its records in accordance with section 82.114(c) of the Act. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:

- a. An income statement reflecting all income and expense activity for the preceding period.
- b. A statement reflecting all cash receipts and disbursements for the preceding period.
- c. A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.
- d. A balance sheet as of the last day of the preceding period.

- e. A delinquency report listing all Owners who are delinquent by more than 30 days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

10. *Borrowing.* The Board may borrow money to maintain, repair, or restore the Common Elements without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.

11. *Rights of Association.* With respect to the Common Elements, and in accordance with the Declaration, the Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

### C. Board Meetings

1. *Regular Meetings.* Regular meetings of the Board will be held at such time and place as determined by the Board, but at least one such meeting will be held during each fiscal year. Notice of the time and place of the meeting will be given to directors not less than 10 days and not more than 30 days before the meeting.

2. *Special Meetings.* Special meetings will be held when called by written notice signed by the president or by any two directors. The notice will specify the time and place of the meeting and the matters to be covered at the meeting.

3. *Waiver of Notice.* The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

4. *Quorum of Board.* At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than 10 nor more than 30 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

5. *Conduct of Meetings.* The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors.

6. *Proxies.* Directors may vote by written proxy.

7. *Action without Meeting.* Any action that may be taken at a Board meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of the Board as would be necessary to take that action at a meeting.

## D. Officers

1. *Officers.* The officers of the Association are a president, vice president, secretary, and treasurer, to be elected from the Members. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

2. *Election, Term of Office, and Vacancies.* Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

3. *Removal.* The Board may remove any officer whenever, in the Board's judgment, the interests of the Association will be served thereby.

4. *Powers and Duties.* Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

5. *Resignation.* Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

## E. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

## F. Miscellaneous

1. *Fiscal Year.* The Board may establish the Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Association's fiscal year is a calendar year.

2. *Rules for Meeting.* The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

3. *Conflict.* The Declaration controls over these Bylaws.

4. *Inspection of Books and Records*

- a. *Inspection by Member.* After a written request to the Association, a Member may examine and copy, in person or by agent, any Association books and records relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

- b. *Inspection by Director.* A director has the right, at any reasonable time and at the Association's expense, to examine and copy the Association's books and records at the Association's Principal Office and to inspect the Association's properties.

5. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. Notices regarding enforcement actions must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member at the Member's last known address according to the Association's records and the Association, the Board, or a managing agent at the Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

6. *Amendment.* These Bylaws may be amended only by the vote of 75 percent of the Members of the Board.

The officers who are authorized to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association are as follows: President and Secretary

EXHIBIT C  
ALLOCATED INTERESTS

Each Owner has a 1/7 (one-seventh) undivided interest in the Common Elements and is responsible for 1/7 (one-seventh) of the Common Expense liability

Owners have one vote per Unit



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dana Debeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

August 01 2012 02:08 PM

FEE: \$ 104.00 2012125877